

Special Town Council Meeting

February 27, 2023

6:00PM

Town Council Chambers

Chair: Hailey Morton Levinson

NOTICE: THE VIDEO AND AUDIO FOR THIS MEETING ARE STREAMED TO THE PUBLIC VIA THE INTERNET AND MOBILE DEVICES WITH VIEWS THAT ENCOMPASS ALL AREAS, PARTICIPANTS AND AUDIENCE MEMBERS. **PLEASE SILENCE ALL ELECTRONIC DEVICES DURING THE MEETING**

I. ZOOM LINK FOR PUBLIC PARTICIPATION

To join, click the link or copy to your

browser: <https://us02web.zoom.us/j/83737550885?pwd=QTlVeTBWeWlXZkladkFCMTliYWdGUT09>

If the link does not work, join at zoom.com with Webinar ID **837 3755 0885** Password: **83001**

or join by phone **+1 253 215 8782** with Webinar ID **837 3755 0885** and Password: **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance

III. PUBLIC COMMENT

This section is reserved for comments from the public on items that are not otherwise included in this agenda. Public comment is limited to 3 minutes. As a general practice, the Council does not discuss, debate, or take action on issues raised or comments made under public comment. Council may refer items to staff for follow-up. If you would like to communicate with the Council during the meeting, please address them during open public comment, when public comment is called for on a specific item or send an email to Council@jacksonwy.gov.

IV. CONSENT CALENDAR

All matters listed in this section are considered to be of routine nature by the governing body and will be enacted in one motion, unless it is removed from the consent calendar and considered separately by Council. Public comment may be given on any item.

- A. Meeting Minutes
 - 1. February 6, 2023 Regular Town Council Meeting
 - 2. February 8-9, 2023 Special Town Council Meeting/Retreat
- B. Disbursements
- C. January Municipal Court Report
- D. P23-002 Book Fair Temporary Sign (Paul Anthony)
- E. P23-011 Winter Market Temporary Sign (Paul Anthony)
- F. Kelly Place Condominiums Suite of Documents (April Norton)
- G. Bid 23-08 2023 Chip Seal (Brian Lenz)
- H. Bid 23-09 2023 Spring Patching (Brian Lenz)

V. DISCUSSION/ACTION ITEMS

- A. Administration

Please note that at any point during the meeting, the Chairman or Mayor may change the order of items listed on this agenda. In order to ensure that you are present at the time your item of interest is discussed, please join the meeting at the beginning to hear any changes to the schedule or agenda.

1. New Resort Liquor License - CCC's PBI LLC dba Mountain Modern Motel at 380 W. Broadway (Lynsey Lenamond) - *This item has been withdrawn.*

B. Planning

1. P22-253 Development Plan at 245 and 265 N. Millward St. (Katelyn Page) - *This item will be continued to the 3/20 meeting.*
2. P22-292 Boundary Adjustment at 105 and 145 Mercill Ave. (Paul Anthony) - *This item will be continued to the 3/6 meeting.*
3. Gondola and Cougar Lease Agreement Request - Continued (Tyler Sinclair and Lea Colasuonno)
4. P22-198 Snow King Gondola Conditional Use Permit - Continued (Tyler Valentine)
5. P22-269 & P22-278 LDR Text Amendment Request (Tyler Valentine)
6. P22-242 Development Plan at 180 Aspen Dr. (Tyler Valentine)

VI. ORDINANCES

- A. Ordinance H: Bingo and Pull Tabs (third reading, to be designated Ordinance 1340)
- B. Ordinance I: Parking Prohibitions (third reading, to be designated Ordinance 1341)

VII. BOARD AND COMMISSION REPORTS

VIII. TOWN MANAGER POSITION

IX. TOWN MANAGER'S REPORT

X. ADJOURN

Please note that at any point during the meeting, the Chairman or Mayor may change the order of items listed on this agenda. In order to ensure that you are present at the time your item of interest is discussed, please join the meeting at the beginning to hear any changes to the schedule or agenda.

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

FEBRUARY 6, 2023

JACKSON, WYOMING

The Jackson Town Council met in regular session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 6:00 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: Mayor Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter, Jim Rooks, and Jessica Sell Chambers.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Paul Anthony, Tyler Valentine, Susan Scarlata, Floren Poliseo, Johnny Ziem, Brian Lenz, Brian Schilling, April Norton, Michelle Weber, Lynsey Lenamond, and Riley Taylor.

Council introduced Aarón Carrillo, Public Information Officer and Special Events Coordinator.

Public Comment. Connor Phillips public comment.

Consent Calendar. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to approve the consent calendar including items A-I as presented with the following motions.

- A. **Meeting Minutes.** To approve the meeting minutes from the January 17, 2023 Town Council Workshop and Regular Meeting.
- B. **Disbursements.** To approve disbursements as presented. ACE HARDWARE \$1,828.83; AIRGAS INTERMOUNTAIN INC. \$45.28; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$105,350.10; AMAZON \$4,753.38; ANTLER MOTEL, INC. \$288.00; APEX SAGE INC \$887.50; ARISTORENAS, MARIA \$450.00; AT&T \$1,141.97; AXON ENTERPRISES, INC \$7,190.35; BADILLO, MARCELA \$450.00; BANK OF JACKSON HOLE \$60.00; BAUER, JAMISON \$155.00; BERGMAN, PIERRE \$450.00; BIG R RANCH & HOME \$84.79; BRIGGS, ERIC L \$351.05; BRISTOL, JAMES \$695.00; CARQUEST AUTO PARTS INC. \$168.24; CASELLE INC. \$1,867.00; CENTURYLINK \$2,317.88; CERTIFIED LABORATORIES \$6,593.45; CHARGEPOINT, INC \$2,064.00; CHARLIE'S PLUMBING OF JH \$1,925.00; CITY OF DRIGGS \$2,250.15; CMI - TECO \$103.27; COMMUNITY ENTRY SERVICES \$32,500.00; CONRAD & BISCHOFF INC. \$69,361.30; CONTROL SYSTEM TECHNOLOGY, INC. \$1,515.00; CONVERGEONE, INC \$7,796.69; CORE & MAIN LP \$3,059.00; CULTIVATE \$1,625.00; DAY WIRELESS SYSTEMS \$1,265.00; DAY, JEAN \$450.00; DELTA DENTAL PLAN OF WYOMING \$7,225.43; DIAZ, VICTORIA \$155.00; DICK ANDERSON CONSTRUCTION \$1,947,751.62; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; E.R. OFFICE EXPRESS \$301.44; E-470 PUBLIC HIGHWAY AUTHORITY \$8.48; ELECTRICAL WHSLE SUPPLY CO INC \$17.38; ENERGY LABORATORIES INC. \$682.00; EVANS CONSTRUCTION INC \$18,706.00; FALL RIVER RURAL ELECTIC \$105.00; FERGUSON ENTERPRISES, INC \$538.44; FIRE SERVICES OF IDAHO \$1,389.50; FIREWISE LANDSCAPES INC \$4,080.00; FIRST TRANSIT \$35,843.42; FLAT CREEK APARTMENTS, LLC \$1,630,263.73; FLEETPRIDE \$817.67; FREEDOM MAILING SERVICE INC. \$1,765.32; FRITTS, JASON \$450.00; GARMIN USA \$64.95; GE SOFTWARE -\$80.00; GILLETTE, CLAUDIA \$1,191.00; GILLIG LLC \$1,374.88; GOSOMA \$56,559.16; H & R ENTERPRISES, LLC \$1,132.18; HANSEN EARTH WORKS LLC \$9,822.05; HEALTHIEST YOU \$1,393.20; HERNANDEZ, BRANDON \$450.00; HIGH COUNTRY LINEN \$974.72; HILTBRUNNER, ERIC \$62.52; HOLE FOOD RESCUE \$5,000.00; HUFFACKER, BRITTANY \$1,000.00; IDAHO FALLS PETERBILT \$651.50; INTERSTATE BATTERY \$826.65; IVY OUTDOOR SERVICES LLC \$1,215.00; J.J. KELLER & ASSOC. INC. \$2,651.55; JACKSON CURBSIDE INC. \$1,795.00; JACKSON DOWNTOWNER, LLC \$165,755.18; JACKSON HOLE COMMUNITY HOUSING \$12,500.00; JACKSON HOLE NEWS & GUIDE \$3,779.10; JACKSON WHOLE FAMILY HEALTH \$275.00; JH20 WATER CONDITIONING & FILTRATION \$167.50; JORGENSEN ASSOCIATES, PC \$58,934.00; KENWORTH SALES COMPANY DEPT #1 \$1,074.47; KRUEGER, ERICA JADE \$450.00; LENZ, BRIAN \$365.00; LEPKO \$1,961.00; LOCAL GOV'T LIABILITY POOL \$2,000.00; MOHROR, SCOTT \$1,136.79; MORTON-LEVINSON, HAILEY \$1,532.80; MOTOROLA SOLUTIONS, INC \$13,037.50; MOVIEWORKS, LLC \$2,220.00; MSC INDUSTRIAL SUPPLY CO \$669.85; NAPA AUTO PARTS INC. \$945.63; NELSON ENGINEERING \$10,674.35; NOLAND, STACY \$450.00; NOURAI, RYAN \$23.56; NUCOR HARRIS REHAB BOISE INC. \$66,123.00; OMNI SECURITY SYSTEMS INC \$242.00; ON SIGHT LAND SURVEYORS INC. \$600.00; PEAK WATER SERVICES, LLC \$9,000.00; PLATT \$42.47; PREMIER TRUCK- SALT LAKE CITY \$2,214.54; PREMIER VEHICLE INSTALLATION, INC \$171.64; PROTERRA \$2,038.47; PRO-WEST & ASSOC., INC \$10,900.00; QUADIENT LEASING USA, INC. \$39.90; QUICK BROWN FOX LLC \$550.00; R & A SAFETY LLC \$1,250.00; RENOVA, AMY \$103.50; RON'S TOWING \$500.00; RT1 INC \$113.64; RUSH INTERNATIONAL TRUCK CENTER -\$1,243.10; S4

FLATS LLC \$124,200.00; SAFELITE FULFILLMENT INC \$1,388.35; SAFETY SUPPLY & SIGN CO., INC. \$1,242.50; SANCHEZ-MACHUCA, ROSA \$450.00; SILVERSTAR \$3,565.83; SINCLAIR, TYLER \$287.86; SKINNY SKIS \$11,601.99; SMITH POWER PRODUCTS, INC. \$13,789.36; SNAKE RIVER ROASTING \$549.50; SOSA'S JANITORIAL SERVICE \$7,200.00; STANDARD INSURANCE COMPANY \$7,787.09; STEP BACK LEADERSHIP CONSULTING LLC \$36,000.00; STONES \$30,803.00; SUBLETTE COUNTY SHERIFF'S OFFICE \$495.00; SUBURBAN PROPANE \$53.00; SUSTAINABLE STRATEGIES DC, LLC \$7,500.00; TESSCO \$77,700.00; TETON COUNTY PUBLIC WORKS \$33,808.44; TETON MOTORS INC \$2,597.88; TETON MOUNTAIN RANCH \$1,075.00; TETON VALLEY NEWS \$350.75; THE TIRE RACK, INC. \$1,659.96; THOMPSON, MATT \$28.52; TITLE 22 CONSULTANTS \$657.57; TMSC LLC \$1,464.00; TREFONAS LAW, P.C. \$569.00; UHL, ANTHONY \$155.00; VALLEY OFFICE SYSTEMS \$528.00; VELOCITY EHS \$3,500.54; VERIZON WIRELESS \$10,021.56; VISA \$26,198.86; VISION SERVICE PLAN - (WY) \$1,719.44; WATKINS, MARK \$159.25; WELCOMING AMERICA \$200.00; WEST COAST CODE CONSULTANTS \$7,923.94; WESTBANK SANITATION \$1,070.74; WESTERN CHARTERS AND TOURS, LLC \$179,975.00; WESTERN STATE \$21,783.45; WHITE GLOVE CLEANING, INC. \$2,802.79; WRENCH IT PLUMBING & HEATING INC \$264.86; WSP USA ENVIRONMENT & INFRASTRUCTURE INC \$9,756.74; WY CHILD SUPPORT ENFORCEMENT \$146.76; WYOMING ASSOC OF RURAL WATER S \$219.00; WYOMING DEPARTMENT OF HEALTH \$160.00; WYOMING GARAGE DOOR, LLC \$737.00

- C. **High Country Linen Service Uniform Cleaning Contract.** To approve the Uniform Cleaning Service Agreement with High Country Linen Service and authorize the Mayor to execute the Agreement, subject to minor changes by staff.
- D. **White Glove Cleaning Contract.** To approve the Cleaning Services Agreement, as attached to this staff report, and authorize the Mayor to execute the Agreement, subject to minor changes by staff.
- E. **Salt Lake Express Parking Agreement.** To approve the Lease Agreement between the Town of Jackson and Western Trails Charter and Tours, dba Salt Lake Express, and authorize the Mayor to execute the Agreement, subject to minor changes by staff.
- F. **Special Restrictions at 105 Mercill Avenue.** To approve the Special Restrictions for Workforce Ownership Housing Located at 105 Mercill Avenue and the Special Restrictions for Workforce Condominium Rental Housing Located at 105 Mercill Avenue and authorize the Mayor to sign.
- G. **2023 Official Depositories.** To designate Bank of Jackson Hole, a division of NBH Bank as the official depository for the Town of Jackson for 2023.
- H. **Bid 23-04 Flat Creek Drive Rebuild.** To approve the award of the contract for the 2023 Flat Creek Drive Rebuild Project in the amount of \$1,087,391.00 to Westwood Curtis Construction Company of Jackson, WY, and direct the mayor to execute the contract.

There was no public comment. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

The Mayor rearranged the order of discussion/action items as follows:

2023 Annual Liquor License Renewals. Mayor Morton Levinson opened the public hearing. Lynsey Lenamond and Michelle Weber made staff comment. Council held discussion with staff. Tyler Davis and Mike Reid made comment on behalf of Movieworks and Pearl Street Market, respectively. Having considered the statutory factors in Wyo. Stat. §12-4-104(b) and Jackson Municipal Code §6.60.010 for each license listed in the Renewal Chart, a motion was made by Jim Rooks and seconded by Jonathan Schechter to approve the liquor license renewal applications for the 2023–2024 liquor license year as presented and with the following conditions:

1. Renewed liquor licenses are subject to the same conditions and restrictions of the initial license approval.
2. Any additional minor corrections made by staff and the Wyoming Liquor Division.

Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Mayor Moton Levinson closed the public hearing.

DG JH LLC dba The Rose at 50 W. Broadway Liquor License Renewal. Mayor Morton Levinson opened the public hearing. Lynsey Lenamond made staff comment. Tyler Davis made comment on behalf of DG JH LLC Having considered statutory factors in Wyo. Stat. §12-4-104(b) and Jackson Municipal Code §6.60.010 for the renewal of this license, a motion was made by Jim Rooks and seconded by Jessica Sell

Chambers to approve the liquor license renewal application for DG JH LLC dba The Rose for the 2023-2024 liquor license year with the following conditions:

1. When minors are permitted in the theater area, alcohol consumption will be prohibited in the theater area.
2. Any additional minor corrections made by staff and the Wyoming Liquor Division.

Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent. The motion carried. Mayor Morton Levinson closed the public hearing.

P22-115 Alley Vacation at 300 Block of N. Cache Street. Paul Anthony made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to continue Item P22-115 to the Town Council's workshop on March 20, 2023. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

P22-277 Subdivision Plat – 430 & 440 W. Kelly Ave. Tyler Valentine made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Subdivision Plat (P22-277) for the 440 West Kelly Condominium Addition to the Town of Jackson at the properties addressed at 430 & 440 W. Kelly Avenue based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to the staff report dated February 6, 2023. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

P22-141 Development Plan at 1050, 1060, and 1080 South Park Loop Rd. Tyler Valentine, Paul Anthony, and Lea Colasuonno made staff comment. Brad Wagstaff and Jackson Ferguson provided comments on behalf of the applicant. There was no public comment. Council held discussion with staff.

Council recessed at 7:45pm and reconvened at 7:55pm.

Council continued discussion. A motion was made by Jim Rooks and seconded by Mayor Morton Levinson to approve Development Plan P22-071 for two 4-story apartment buildings at the properties located at 1050, 1060, and 1080 South Park Loop Road based upon the findings and conditions listed below, the departmental reviews, and subject to the staff report dated February 6, 2023:

1. At the time of building permit submittal, final details on exterior lighting shall be submitted and comply with the newly adopted dark sky lighting standards.
2. At the time of building permit submittal, the two curb cuts and driveways that access the courtyards shall each be reduced from 24' to 20' in width.
3. At the time of building permit submittal, the serviceberry shrubs shall be replaced with a native nonfruit-bearing species of shrub consistent with Municipal Code Section 7.08.080 - Wildlife Attractants.
4. The Applicant and Town shall agree to a Development Agreement prior to issuance of a Building Permit that includes, at least, the following terms:
 - a. The Applicant shall pay for the drafting and finalization of construction plans of the left turn lane and appurtenances, including design, survey, geotechnical investigation and design, and incidentals.
 - b. The total cost of construction of the left turn lane on South Park Loop Road shall be split as follows: Applicant 50% / Town 50%.
 - c. The Applicant shall be responsible for executing the construction of the left turn lane, appurtenances, and incidentals to Town Standards, which shall include the hiring, management, and payment of the contractor.
 - d. The Town shall own and pay for all maintenance and operating cost of the left turn lane in perpetuity following acceptance by the Town according to the development agreement.
 - e. The Applicant shall ensure that the left turn lane is constructed and operational prior to Certificate of Occupancy (C/O) of their two buildings, except Applicant shall be allowed to extend the date for completion for actions of the Town or other unforeseen circumstances beyond the applicant's control.
 - f. To limit the Town's and Applicant's total cost liability, the Development Agreement shall include a maximum total cost for the design and construction of the left turn lane so that in the event that stated total cost is exceeded both parties would discuss negotiating an updated cost share, delaying construction of the left turn lane, and/or any other reasonable option.

- 5. Prior to building permit submittal, the applicant shall work with the Town on the final design for the right-of-way to ensure that enough space is reserved for the future cycle track.
- 6. At the time of building permit submittal, a final parking management plan shall be provided which identifies the parking space designation for each unit. In addition, the plan should identify the pool of extra parking spaces available for optional purchase for both the market and workforce units to ensure that each have their own separate pool of parking spaces that are based on the LDR calculations.

Mayor Morton Levinson called for the vote. The vote showed 3-2 in favor with Mayor Morton Levinson, Jim Rooks, and Jessica Sell Chambers in favor and Jonathan Schechter and Arne Jorgensen opposed. The motion carried.

P22-198 Conditional Use Permit – Snow King Gondola. Tyler Valentine, Tyler Sinclair, and Lea Colasuonno made staff comment. Ryan Stanley, Rachel Fischer, Mike Claverack, and Samuel Singer made public comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to continue item P22-198 to the February 21, 2023 Regular Town Council Meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Gondola and Cougar Lease Agreement Request. A motion was made by Jonathan Schechter and seconded by Jim Rooks to continue the Gondola and Cougar Lease Agreement Request to the February 21, 2023 Regular Town Council Meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Resolution #23-02: Budget Amendment #2. Kelly Thompson and Tyler Sinclair made staff comment. There was no public comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Resolution #23-02. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

RESOLUTION 23-02

A RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2023 BUDGET OF THE TOWN OF JACKSON.

WHEREAS, pursuant to Wyoming Statutes, the governing body of the Town of Jackson is empowered to control the finances of the Town including adopting and amending the annual budget; and

WHEREAS, the specific statutory requirements for budgeting procedures are stipulated in the Uniform Municipal Fiscal Procedures Act (W.S. 16-4-101 through 16-4-124); and

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Jackson that the fiscal year 2023 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	413,833	-	413,833
Town Attorney	646,702	12,782	659,484
Municipal Judge	299,663	6,737	306,400
Administration	547,863	9,561	557,424
Town Clerk & Personnel	917,288	25,571	942,859
Finance	709,612	31,606	741,218
Community Development	931,411	2,543	933,954
Information Technology	941,471	31,488	972,959
Planning	908,753	11,256	920,009
Town-Wide Services	1,242,790	(490,036)	752,754
Town Facilities	791,774	-	791,774
Police - Administration	716,942	10,124	727,066
Police - Investigations	721,734	10,487	732,221
Police - Patrol	3,868,497	73,131	3,941,628
Police - Community Service	761,516	13,322	774,838
Police - Special Operations	25,300	-	25,300
Victim Services	360,130	27,035	387,165
Animal Shelter/Control	427,490	6,875	434,365
Building Inspections	494,430	7,562	501,992
Public Works Administration	394,614	12,779	407,393
Streets	2,094,331	18,092	2,112,423
Engineering	709,754	13,614	723,368
Yard Operations	76,293	-	76,293
Cemetery	27,321	639	27,960
Social Services	1,321,307	-	1,321,307
Community Initiatives	423,450	-	423,450
County-Budgeted Joint Programs	3,776,230	-	3,776,230
Transfers Out	17,218,330	73,146	17,291,476
Total General Fund	41,768,829	(91,686)	41,677,143
Affordable Housing	2,937,523	1,250,000	4,187,523
Total Affordable Housing Fund	2,937,523	1,250,000	4,187,523
Parking Exactions Fund	804,000	-	804,000
Total Parking Exactions Fund	804,000	-	804,000
Parks Exactions	239,000	-	239,000
Total Park Exactions	239,000	-	239,000
Employee Housing Fund	642,932	9,000	561,866
Transfers out	87,105	2,961	90,066
Total Employee Housing Fund	730,037	11,961	741,998
Animal Care Fund	25,000	3,713	28,713
Transfers Out	55,000	-	55,000
Total Animal Care Fund	80,000	3,713	83,713
Lodging Tax Fund	550,000	-	550,000
Transfers Out	2,147,258	228,965	2,376,223
Total Lodging Tax Fund	2,697,258	228,965	2,926,223
START Administration	2,164,016	13,647	2,177,663
START Operations	7,243,939	158,566	7,402,505
START Capital	12,805,765	-	12,805,765
START Transfers	125,303	3,298	128,601
Total START Fund Expenditures	22,339,023	175,511	22,514,534
Capital Outlay	24,239,172	639,025	24,878,197
Transfers Out	538,417	-	538,417
Total Capital Projects Fund	24,777,589	639,025	25,416,614

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Capital Outlay	252,537	-	252,537
Total 2006 SPET	252,537	-	252,537
Capital Outlay	35,000	34,775	69,775
Total 2010 SPET	35,000	34,775	69,775
Capital Outlay	72,472	25,420	97,892
Total 2014 SPET	72,472	25,420	97,892
Capital Outlay	20,000	-	20,000
Total 2016 SPET	20,000	-	20,000
Capital Outlay	385,634	-	385,634
Total 2017 SPET	385,634	-	385,634
Capital Outlay	18,926,608	-	18,926,608
Total 2019 SPET	18,926,608	-	18,926,608
Water Maintenance & Operation	1,235,350	23,449	1,258,799
Water Wells	313,988	-	313,988
Water Billing & Accounting	279,121	1,523	280,644
Water Capital Outlay & Improvements	1,833,778	-	1,833,778
Water Debt Service	66,970	-	66,970
Water Transfers Out	866,264	15,486	881,750
Sewage Plant Operations	1,075,844	15,526	1,091,370
Sewage Maint. & Operations	463,437	12,284	475,721
Sewage Billing & Accounting	275,240	1,643	276,883
Sewage Capital Outlay & Improvements	2,092,519	-	2,092,519
Sewage Transfers Out	866,264	15,486	881,750
Total Enterprise Funds	9,368,775	85,398	9,454,173
Employee Insurance	3,164,815	-	3,164,815
Total Insurance Fund	3,164,815	-	3,164,815
Fleet Expenditures	2,301,595	32,164	2,333,759
Total Fleet Management Fund	2,301,595	32,164	2,333,759
Central Equipment Expenses	1,017,821	-	1,017,821
Total Central Equipment Fund	1,017,821	-	1,017,821
IT Services	1,303,490	11,000	1,314,490
Total IT Service Fund	1,303,490	11,000	1,314,490
REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	12,636,839	-	12,636,839
Licenses & Permits	1,318,843	-	1,318,843
Intergovernmental Revenue	15,584,161	39,962	15,624,123
Charges for Services	746,000	-	746,000
Fines & Forfeitures	375,000	-	375,000
Miscellaneous Revenue	569,923	21,000	590,923
Transfers In	2,184,790	40,945	2,225,735
Total General Fund	33,415,556	101,907	33,517,463
Licenses & Permits	150,000	-	150,000
Miscellaneous Revenue	68,300	-	68,300
Transfers In	1,435,227	-	1,435,227
Total Affordable Housing Fund	1,653,527	-	1,653,527
Licenses & Permits	101,000	-	101,000
Miscellaneous Revenue	27,000	-	27,000
Transfers In	-	-	-
Total Parking Exactions	128,000	-	128,000
Licenses & Permits	50,000	-	50,000
Miscellaneous Revenue	6,100	-	6,100
Total Park Exactions	56,100	-	56,100
Miscellaneous Revenue	586,646	-	586,646
Transfers In	-	-	-
Total Employee Housing Fund	586,646	-	586,646

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Miscellaneous Revenue	60,200	-	60,200
Total Animal Care Fund	60,200	-	60,200
Taxes	1,467,711	-	1,467,711
Intergovernmental Revenue	-	228,965	228,965
Miscellaneous Revenue	23,000	-	23,000
Total Lodging Tax Fund	1,490,711	228,965	1,719,676
Intergovernmental Revenue	16,685,884	85,867	16,771,751
Charges for Services	2,291,383	-	2,291,383
Miscellaneous Revenue	49,964	-	49,964
Transfers In	3,162,571	73,146	3,235,717
Total START Fund Revenues	22,189,802	159,013	22,348,815
Intergovernmental	6,769,115	483,793	7,252,908
Miscellaneous Revenue	165,572	5,000	170,572
Transfers In	16,106,207	30,535	16,136,742
Total Capital Projects Fund	23,040,894	519,328	23,560,222
Miscellaneous Revenue	-	-	-
Total 2006 SPET	-	-	-
Miscellaneous Revenue	2,800	-	2,800
Total 2010 SPET	2,800	-	2,800
Miscellaneous	57,500	-	57,500
Total 2014 SPET	57,500	-	57,500
Miscellaneous	5,300	-	5,300
Total 2016 SPET	5,300	-	5,300
Miscellaneous	-	-	-
Total 2017 SPET	-	-	-
Taxes	5,409,642	-	5,409,642
Intergovernmental	100,000	-	100,000
Miscellaneous	87,500	-	87,500
Total 2019 SPET	5,597,142	-	5,597,142
Water Intergovernmental	-	-	-
Water Charges for Services	3,147,839	-	3,147,839
Water Miscellaneous	130,800	-	130,800
Water Transfers In	-	-	-
Sewage Intergovernmental	-	-	-
Sewage Charges for Services	2,961,886	-	2,961,886
Sewage Miscellaneous	81,520	-	81,520
Sewage Transfers In	-	-	-
Total Enterprise Funds	6,322,045	-	6,322,045
Charges for Services	2,947,481	-	2,947,481
Miscellaneous Revenue	36,500	-	36,500
Total Employee Insurance Fund	2,983,981	-	2,983,981
Charges for Services	2,142,541	-	2,142,541
Miscellaneous Revenue	2,700	-	2,700
Transfers In	-	-	-
Total Fleet Management Fund	2,145,241	-	2,145,241
Charges for Services	639,700	-	639,700
Miscellaneous Revenue	15,647	-	15,647
Total Central Equipment Fund	655,347	-	655,347
Charges for Services	1,531,505	-	1,531,505
Miscellaneous Revenue	9,700	-	9,700
Total IT Service Fund	1,541,205	-	1,541,205

CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	(8,353,273)	193,593	(8,159,680)
Affordable Housing	(1,283,996)	(1,250,000)	(2,533,996)
Parking Exactions Fund	(676,000)	-	(676,000)
Park Exactions Fund	(182,900)	-	(182,900)
Employee Housing Fund	(143,391)	(11,961)	(155,352)
Animal Care Fund	(19,800)	(3,713)	(23,513)
Lodging Tax Fund	(1,206,547)	-	(1,206,547)
Start Fund	(149,221)	(16,498)	(165,719)
Capital Projects	(1,736,695)	(119,697)	(1,856,392)
2006 SPET	(252,537)	-	(252,537)
2010 SPET	(32,200)	(34,775)	(66,975)
2014 SPET	(14,972)	(25,420)	(40,392)
2016 SPET	(14,700)	-	(14,700)
2017 SPET	(385,634)	-	(385,634)
2019 SPET	(13,329,466)	-	(13,329,466)
Enterprise Funds	(3,046,730)	(85,398)	(3,132,128)
Employee Insurance Fund	(180,834)	-	(180,834)
Fleet Management Fund	(156,354)	(32,164)	(188,518)
Central Equipment Fund	(362,474)	-	(362,474)
IT Services Fund	237,715	(11,000)	226,715

PASSED, APPROVED, & ADOPTED this 6th day of February, 2023.

Ordinances. A motion was made by Jonathan Schechter and seconded by Jim Rooks to read ordinances in short title. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance G: An Ordinance Providing for the General Revision and Recodification of the Town of Jackson Municipal Code.

AN ORDINANCE PROVIDING FOR THE GENERAL REVISION AND RECODIFICATION OF THE TOWN OF JACKSON MUNICIPAL CODE AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Arne Jorgensen and seconded by Jim Rooks to approve ordinance G on second reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance H: An Ordinance Regarding Bingo and Pull Tabs.

AN ORDINANCE REPEALING SECTION 1 OF ORDINANCE 1281 AND JACKSON MUNICIPAL CODE §§ 5.48.010, 5.48.020, 5.48.030, 5.48.039, 5.48.040, 5.48.050, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.100, 5.48.120, 5.48.130, 5.48.140, 5.48.150, 5.48.160, 5.48.170, AND 5.48.180; SECTION 3 OF ORDINANCE 1280 AND JACKSON MUNICIPAL CODE §§ 5.48.050 AND 5.48.210; SECTION 12 OF ORDINANCE 860 AND JACKSON MUNICIPAL CODE §§ 5.48.010, 5.48.020, 5.48.030, 5.48.040, 5.48.050, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.100, 5.48.120, 5.48.130, 5.48.140, 5.48.150, 5.48.160, 5.48.170, AND 5.48.180, 5.48.190, 5.48.200, AND 5.48.210; AND 1 OF ORDINANCE 432 AND JACKSON MUNICIPAL CODE § 5.48.010, 5.48.020, 5.48.030, 5.48.040, 5.48.050, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.100, 5.48.120, 5.48.130, 5.48.140, 5.48.150, 5.48.160, 5.48.170, 5.48.180, 5.48.190, 5.48.210 AN 5.48.220; REGARDING BINGO AND PULL TABS AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

There was no public comment. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve Ordinance H on second reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance I: An Ordinance Regarding Parking Prohibitions.

AN ORDINANCE REPEALING SECTIONS 18(J) AND (K) OF ORDINANCE NO. 131; SECTION 1 OF ORDINANCE NO. 610 AND JACKSON MUNICIPAL CODE 10.04.160(P) AND (Q); SECTION 1 OF ORDINANCE NO. 1043 AND JACKSON MUNICIPAL CODE 10.04.160(P) AND (Q); SECTION 1 OF ORDINANCE NO. 1311 AND JACKSON MUNICIPAL CODE 10.04.160(O) AND (P); REGARDING PARKING PROHIBITIONS AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

There was no public comment. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve Ordinance I on second reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. Council discussed indoor vaping regulations. A motion was made by Mayor Morton Levinson and seconded by Jessica Sell Chambers direct the Town Manager or their designee to draft a brief Scoping Staff Report about public health measures recommended by Teton County Public Health, specifically smoking and vaping inside. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council discussed the recent CAST meeting in Steamboat Springs, Council travel, and the 2023 legislative session in Cheyenne.

Town Manager’s Report. Tyler Sinclair made staff comment. Council held discussion with staff. The report contained updates on the FY 2024 budget meeting schedule, Teton Science School graduate student curriculum, and classification and compensation study adjustments. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the Town Manager’s Report. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 9:29 p.m. Minutes: rt.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

FEBRUARY 8 & 9, 2023

JACKSON, WYOMING

The Jackson Town Council met in special session in the Lodge of Jackson Hole Cheyenne Room located at 920 W Broadway in Jackson at 8:30 A.M. on Wednesday and Thursday, February 8 and 9. This meeting was held in-person. Upon roll call the following were found to be present:

TOWN COUNCIL: Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Rooks, Jonathan Schechter, and Jessica Sell Chambers.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Steve Ashworth, April Norton, Steve Jellie, Michelle Weber, Susan Scarlata, Tanya Anderson, Ryan Hostetter, Charlotte Frei, Brian Schilling, Paul Anthony, Floren Poliseo, Johnny Ziem, Bruce Abel, Kelly Thompson, Zolo and Riley Taylor.

Welcome and Review of the Goals of the Retreat. Mayor Morton Levinson welcomed staff and Council. Heather Brinkman, Brinkman Consulting, reviewed the agenda. Heidi Brinkman led an ice breaker activity.

Clarifying the Role and Work of Town Council. Council discussed their role and responsibilities and provided staff with direction on the appropriate content for meetings and workshops.

Break. Council recessed at 10:38 and reconvened at 10:50 a.m.

Director Reports. Roxanne Robinson, Paul Anthony, Bruce Abel, and Kelly Thompson provided reports on what they plan to discuss with Council in the next two years.

Lunch. Council recessed at 12:40pm until 1:10pm.

Resume Director Reports. Floren Poliseo, Steve Jellie, and Michelle Weber provided reports on what they plan to discuss with Council in the next two years.

Break. Council recessed at 2:55pm and reconvened at 3:05pm.

Resume Director Reports. Zolo, Tanya Anderson, Susan Scarlata, Charlotte Frei, April Norton, Brian Schilling, Steve Ashworth, Lea Colasuonno, and Tyler Sinclair provided reports on what they plan to discuss with Council in the next two years.

Prioritizing the Work: What the Town Should Do First. Council briefly discussed the prioritization process, to be resumed the following morning.

Recess to Executive Session. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to recess meeting to executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with Wyoming Statute 16-4-405(a)(iii). Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council recessed to executive session at 4:58 p.m. on Wednesday, February 8 and reconvened at 8:32 a.m. on Thursday, February 9.

Prioritizing the Work: What the Town Should Do First – Continued. Council discussed a two-year work plan.

Break. Council recessed at 10:40am and reconvened at 11:00am.

Prioritizing the Work: What the Town Should Do First – Continued. Council continued discussion of a two-year work plan.

Lunch. Council recessed at 12:11 p.m. and reconvened at 12:49 p.m.

Optimizing the Work of the Town Council. Tyler Sinclair provided staff comment on the agenda setting process. Council held discussion with staff.

Break. Council recessed at 2:20 p.m. and reconvened at 2:30 p.m.

Optimizing the Work of the Town Council – Continued. Tyler Sinclair provided staff comment on the packet development process. Council held discussion with staff. Council also discussed attendance, working agreements, and censure policies.

Council reflected on highlights from the retreat.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 4:04 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: January 25, 2023

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7188	440 KELLY PARTNERS LLC	020223	RELEASE BOND B21-0101 440	02/02/2023	7,000.00	7,000.00	02/02/2023
Total 7188:					7,000.00	7,000.00	
328	842-NCPERS GROUP WYOMIN	842022023	PAYROLL DEDUCTIONS	01/01/2023	96.00	96.00	02/03/2023
Total 328:					96.00	96.00	
51	ACE HARDWARE	804254	DRILL BIT	11/03/2022	14.48	.00	
51	ACE HARDWARE	805790	KEYKRAFTER	11/15/2022	15.96	.00	
51	ACE HARDWARE	806542	SUPPLIES	11/21/2022	17.97	.00	
51	ACE HARDWARE	807367	SUPPLIES	11/29/2022	89.94	.00	
51	ACE HARDWARE	807646	CREDIT	11/30/2022	6.00-	.00	
51	ACE HARDWARE	807988	DUCT TAPE	12/03/2022	6.99	.00	
51	ACE HARDWARE	808223	SUPPLIES	12/06/2022	161.19	.00	
51	ACE HARDWARE	808554	SUPPLIES	12/08/2022	44.97	.00	
51	ACE HARDWARE	810172	SUPPLIES	12/22/2022	39.33	.00	
51	ACE HARDWARE	813724	FILLER	01/25/2023	6.99	.00	
51	ACE HARDWARE	814181	SUPPLIES	01/31/2023	31.98	.00	
51	ACE HARDWARE	814193	DETECTOR	01/31/2023	29.99	.00	
51	ACE HARDWARE	814326	DETECTOR	02/01/2023	54.98	.00	
51	ACE HARDWARE	814467	TOGGLE BOLT	02/02/2023	.68	.00	
51	ACE HARDWARE	814515	GLOBUSTER	02/02/2023	29.99	.00	
51	ACE HARDWARE	814516	MULTI TOOL	02/02/2023	129.99	.00	
51	ACE HARDWARE	814559	SPRING SNAP	02/02/2023	38.90	.00	
51	ACE HARDWARE	814672	TAPE MEASURER	02/03/2023	12.99	.00	
51	ACE HARDWARE	814709	LIGHT BULBS	02/04/2023	34.98	.00	
51	ACE HARDWARE	814724	LIGHT BULBS	02/04/2023	53.97	.00	
51	ACE HARDWARE	814825	CORD	02/06/2023	14.99	.00	
51	ACE HARDWARE	814841	SUPPLIES	02/06/2023	46.98	.00	
51	ACE HARDWARE	814909	CREDIT	02/06/2023	34.99-	.00	
51	ACE HARDWARE	815004	CORDLESS VAC	02/07/2023	169.99	.00	
51	ACE HARDWARE	815044	SUPPLIES	02/07/2023	43.42	.00	
51	ACE HARDWARE	815048	SUPPLIES	02/07/2023	7.29	.00	
51	ACE HARDWARE	815056	CREDIT	02/07/2023	5.49-	.00	
51	ACE HARDWARE	815127	SUPPLIES	02/08/2023	23.98	.00	
51	ACE HARDWARE	815291	HOSE	02/09/2023	5.98	.00	
51	ACE HARDWARE	815313	SUPPLIES	02/09/2023	22.47	.00	
51	ACE HARDWARE	815521	SUPPLIES	02/13/2023	28.47	.00	
51	ACE HARDWARE	815522	SUPPLIES	02/13/2023	28.14	.00	
51	ACE HARDWARE	815542	KEYS	02/13/2023	2.99	.00	
51	ACE HARDWARE	815558	BATTERY	02/13/2023	24.99	.00	
51	ACE HARDWARE	815582	WOOD GLUE	02/13/2023	107.98	.00	
Total 51:					1,297.46	.00	
2269	AFLAC	503639	ACCOUNT #y9599	01/25/2023	2,980.26	2,980.26	02/03/2023
Total 2269:					2,980.26	2,980.26	
88	AIRGAS INTERMOUNTAIN INC.	9134294012	OXYGEN FOR WELDING	01/24/2023	149.15	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 88:					149.15	.00	
6900	ALDER ENVIRONMENTAL LLC	3004	THAW WELL #3	02/01/2023	860.00	.00	
Total 6900:					860.00	.00	
6686	Allegiance Benefit Plan Manage, I	01302023	claims	01/30/2023	103,077.63	103,077.63	02/10/2023
6686	Allegiance Benefit Plan Manage, I	020923	claims	02/09/2023	17,484.98	17,484.98	02/09/2023
6686	Allegiance Benefit Plan Manage, I	100322	claims	10/03/2022	6,832.56	6,832.56	02/09/2023
6686	Allegiance Benefit Plan Manage, I	10172022	claims	10/17/2022	8,546.92	8,546.92	02/09/2023
6686	Allegiance Benefit Plan Manage, I	10172022	claims	10/17/2022	7,514.47	7,514.47	02/09/2023
6686	Allegiance Benefit Plan Manage, I	12052022	claims	12/05/2022	9,154.30	9,154.30	02/09/2023
6686	Allegiance Benefit Plan Manage, I	12052022	claims	12/05/2022	9,731.62	9,731.62	02/09/2023
Total 6686:					162,342.48	162,342.48	
6524	ALPHAGRAPHICS	JX-297451	TABLECLOTH	01/31/2023	194.38	.00	
Total 6524:					194.38	.00	
7190	ARELLANO, OVIEL	021023	BAIL REFUND CASE 22-12-0586	02/10/2023	1,500.00	1,500.00	02/10/2023
Total 7190:					1,500.00	1,500.00	
7193	ASTORIA PARK CONSERVANCY	4225283	RESERVATION	02/02/2023	477.00	.00	
Total 7193:					477.00	.00	
7099	BAKER TILLY US, LLP	BT22575221	CLASSIFICATION STUDY	12/28/2022	6,885.00	.00	
Total 7099:					6,885.00	.00	
6583	BESTDRIVE IDAHO FALLS	29003740	PARTS	01/31/2023	6,808.16	.00	
Total 6583:					6,808.16	.00	
4774	BIG R RANCH & HOME	1601649	MENS VEST	01/31/2023	89.99	.00	
Total 4774:					89.99	.00	
7191	BISHOP, GRANT	113022	BAIL REFUND CASE 22-09-0124	11/30/2022	1,500.00	1,500.00	02/10/2023
Total 7191:					1,500.00	1,500.00	
1560	BLUE SPRUCE CLEANERS,INC	020123	DRY CLEANING PD	02/01/2023	192.70	.00	
Total 1560:					192.70	.00	
6727	BRIGGS, ERIC L	20029	TOOLS	02/09/2023	56.87	.00	
Total 6727:					56.87	.00	
7077	BURKHOLDER, SHAWN	021323	MARCH RENT	02/13/2023	1,850.00	.00	
Total 7077:					1,850.00	.00	
5	CARQUEST AUTO PARTS INC.	60090-601767	FUEL	02/09/2023	29.04	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5	CARQUEST AUTO PARTS INC.	6090-600534	gasket	01/31/2023	79.77	.00	
5	CARQUEST AUTO PARTS INC.	6090-600742	EXHAUST FLUID	02/01/2023	123.66	.00	
5	CARQUEST AUTO PARTS INC.	6090-600990	BRAKE PADS	02/03/2023	109.04	.00	
5	CARQUEST AUTO PARTS INC.	6090-601103	FUEL	02/04/2023	14.52	.00	
5	CARQUEST AUTO PARTS INC.	6090-601546	brake PADS	02/08/2023	53.82	.00	
5	CARQUEST AUTO PARTS INC.	6090-601604	CREDIT	02/08/2023	53.82-	.00	
5	CARQUEST AUTO PARTS INC.	6090-601674	brake PADS	02/09/2023	55.11	.00	
Total 5:					411.14	.00	
102	CASELLE INC.	122567	MARCH SERVICES	02/01/2023	1,867.00	.00	
Total 102:					1,867.00	.00	
4707	CELLEBRITE USA	Q-287937-2	ILT CERT	02/13/2023	3,850.00	.00	
Total 4707:					3,850.00	.00	
6799	CHAMBERS, JESSICA	021023	TRAVEL EXPENSES TO CAST	02/10/2023	749.52	.00	
Total 6799:					749.52	.00	
514	CONRAD & BISCHOFF INC.	IN-290294-23	FUEL	01/30/2023	20,283.45	.00	
514	CONRAD & BISCHOFF INC.	IN-295368-23	FUEL	01/30/2023	4,652.77	.00	
514	CONRAD & BISCHOFF INC.	IN-299770-23	FUEL	02/02/2023	7,241.71	.00	
Total 514:					32,177.93	.00	
6475	CONVERGEONE, INC	IE9103382	MAINTENANCE SERVICES	02/10/2023	11,277.30	.00	
Total 6475:					11,277.30	.00	
3272	COPYWORKS, LLC	50165	SCANNING BLUEPRINTS	02/07/2023	126.00	.00	
Total 3272:					126.00	.00	
1691	CORE & MAIN LP	S271850	PROCODER	01/27/2023	7,500.00	.00	
Total 1691:					7,500.00	.00	
4918	DEAN'S PEST CONTROL LLC	77654	RODENT CONTROL	01/18/2023	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	77960	RODENT CONTROL	01/17/2023	50.00	.00	
4918	DEAN'S PEST CONTROL LLC	77993	START BUS RODENT CONTROL	01/03/2023	100.00	.00	
Total 4918:					250.00	.00	
6883	DIVISION OF CHILD SUPPORT	020823	DCSE CASE #0005405448	02/08/2023	509.23	509.23	02/08/2023
Total 6883:					509.23	509.23	
2175	DIVISION OF VICTIM SERVICES	020323	CREIM VICTIM SURCHARGE	02/03/2023	600.00	.00	
Total 2175:					600.00	.00	
3408	E.R. OFFICE EXPRESS	20615	SCISSORS	01/24/2023	8.48	.00	
3408	E.R. OFFICE EXPRESS	20639	ENVELOPES	01/27/2023	148.71	.00	
3408	E.R. OFFICE EXPRESS	20657	Office Supplies	02/06/2023	103.64	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3408:					260.83	.00	
1134	ENERGY LABORATORIES INC.	532112	INFLUENT AND EFFLUENT	01/31/2023	479.00	.00	
1134	ENERGY LABORATORIES INC.	532672	INFLUENT AND EFFLUENT	02/02/2023	203.00	.00	
1134	ENERGY LABORATORIES INC.	534487	INFLUENT AND EFFLUENT	02/13/2023	137.00	.00	
1134	ENERGY LABORATORIES INC.	534488	INFLUENT AND EFFLUENT	02/13/2023	134.00	.00	
Total 1134:					953.00	.00	
4556	ENTERSECT	123EP31284	EPO VEHICLE SEARCH	01/31/2023	2.50	.00	
Total 4556:					2.50	.00	
6552	ETNA TRADE PARK LLC	021323	MARCH RENT	02/13/2023	4,062.00	.00	
Total 6552:					4,062.00	.00	
81	EVANS CONSTRUCTION INC	230394	READY MIX	01/16/2023	10,129.00	.00	
Total 81:					10,129.00	.00	
3885	EVIDENT	218155A	SUPPLIES	02/02/2023	1,496.56	.00	
Total 3885:					1,496.56	.00	
3550	EXPOSURE SIGNS INC	7786	DECALS	01/25/2023	2,870.00	.00	
Total 3550:					2,870.00	.00	
6802	FALL RIVER PROPANE	10476	PROPANE	02/09/2023	416.81	.00	
6802	FALL RIVER PROPANE	10477	PROPANE	02/09/2023	693.75	.00	
6802	FALL RIVER PROPANE	10478	PROPANE	02/09/2023	2,127.50	.00	
Total 6802:					3,238.06	.00	
4294	FIRE SERVICES OF IDAHO	12493047	ANNUAL SERVICE	01/04/2023	45.00	.00	
4294	FIRE SERVICES OF IDAHO	12493849	QUARTERLY MONITORING	01/09/2023	90.00	.00	
4294	FIRE SERVICES OF IDAHO	12495882	ANNUAL INSPECTION @ SNOW	01/31/2023	875.00	.00	
Total 4294:					1,010.00	.00	
4709	FLEETPRIDE	105375848	SILICONE HEATER	01/31/2023	42.00	.00	
4709	FLEETPRIDE	105540748	CAM AND GROOVE	02/07/2023	11.26	.00	
Total 4709:					53.26	.00	
4859	Flowpoint Envirnmental systems	6209	WATER	02/02/2023	1,095.00	.00	
Total 4859:					1,095.00	.00	
7195	FORCE SCIENCE	FSI-28052	CERIFICATION COURSE	02/03/2023	1,650.00	.00	
Total 7195:					1,650.00	.00	
6844	GE SOFTWARE	209832	FUEL SITE MODULE	01/31/2023	80.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6844:					80.00	.00	
4212	GILLIG LLC	40972739	CONTROL UNIT	11/02/2022	573.61	.00	
4212	GILLIG LLC	40979221	CLAMP	11/21/2022	101.32	.00	
4212	GILLIG LLC	40989499	GASKET	12/21/2022	69.12	.00	
4212	GILLIG LLC	41003983	ROTOR	02/02/2023	1,699.60	.00	
4212	GILLIG LLC	41006652	BELT	02/09/2023	206.19	.00	
4212	GILLIG LLC	41007098	VALVE	02/10/2023	488.33	.00	
Total 4212:					3,138.17	.00	
4148	GOSOMA	0246B	MEMBERSHIP DUES	01/11/2023	175.00	175.00	02/13/2023
Total 4148:					175.00	175.00	
473	GREENWOOD MAPPING INC.	020123	GIS SUPPORT	02/01/2023	1,449.00	.00	
Total 473:					1,449.00	.00	
96	HIGH COUNTRY LINEN	0358364	MATS @ SHELTER	01/18/2023	79.09	.00	
96	HIGH COUNTRY LINEN	0359188	MATS @ SI FERRIN	01/23/2023	16.54	.00	
96	HIGH COUNTRY LINEN	0359193	MATS @ HOME RAMCH	01/23/2023	22.87	.00	
96	HIGH COUNTRY LINEN	0359590	MATS @ WWTP	01/25/2023	67.21	.00	
96	HIGH COUNTRY LINEN	0361524	MATS @ SI FERRIN	02/06/2023	16.54	.00	
96	HIGH COUNTRY LINEN	0361527	MATS @ HOME RAMCH	02/06/2023	52.87	.00	
Total 96:					255.12	.00	
4879	HILLTOP NATIONAL BANK	0020123	premium	02/01/2023	62,637.26	62,637.26	02/02/2023
4879	HILLTOP NATIONAL BANK	020223	claims	02/02/2023	35,658.50	35,658.50	02/02/2023
Total 4879:					98,295.76	98,295.76	
4044	IDAHO FALLS PETERBILT	632020IF	FILTER FUEL/WATER	01/30/2023	153.30	.00	
Total 4044:					153.30	.00	
36	IDAHO STATE TAX COMMISSIO	01312023	JANUARY WITHHOLDINGS	01/31/2023	4,228.00	4,228.00	02/07/2023
Total 36:					4,228.00	4,228.00	
106	INTERSTATE BATTERY	22256034	BATTERIES	01/31/2023	471.80	.00	
106	INTERSTATE BATTERY	22256114	BATTERIES	02/07/2023	434.85	.00	
Total 106:					906.65	.00	
618	I PRO TECH, LLC	INV43527	ZYLAB MANAGEMENT	02/03/2023	1,039.50	.00	
Total 618:					1,039.50	.00	
6931	JACKSON DOWNTOWNER, LLC	1008	MAY 2022	06/15/2022	56,384.16	56,384.16	02/13/2023
Total 6931:					56,384.16	56,384.16	
6474	JACKSON HOLE LAW, PC	1826	LEGAL SERVICES	01/31/2023	3,005.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6474:					3,005.00	.00	
131	JACKSON HOLE NEWS & GUID	345533	AD#411113	10/12/2022	508.50	.00	
131	JACKSON HOLE NEWS & GUID	346355	AD#411152	10/31/2022	372.96	.00	
131	JACKSON HOLE NEWS & GUID	346356	AD#410185	10/31/2022	959.04	.00	
131	JACKSON HOLE NEWS & GUID	347059	AD#412101	11/16/2022	313.20	.00	
131	JACKSON HOLE NEWS & GUID	347470	AD#411152	11/30/2022	186.48	.00	
131	JACKSON HOLE NEWS & GUID	349598	AD#414306	02/01/2023	486.00	.00	
131	JACKSON HOLE NEWS & GUID	349599	AD#414305	02/01/2023	297.00	.00	
131	JACKSON HOLE NEWS & GUID	349600	AD#414502	02/01/2023	31.50	.00	
131	JACKSON HOLE NEWS & GUID	349601	AD#414303	02/01/2023	108.00	.00	
131	JACKSON HOLE NEWS & GUID	349602	AD#414304	02/01/2023	144.00	.00	
131	JACKSON HOLE NEWS & GUID	349603	AD#414302	02/01/2023	90.00	.00	
131	JACKSON HOLE NEWS & GUID	349604	AD#414299	02/01/2023	126.00	.00	
131	JACKSON HOLE NEWS & GUID	349605	AD#414300	02/01/2023	153.00	.00	
131	JACKSON HOLE NEWS & GUID	349606	AD#414301	02/01/2023	99.00	.00	
131	JACKSON HOLE NEWS & GUID	349647	AD#414504	02/01/2023	40.50	.00	
131	JACKSON HOLE NEWS & GUID	349661	AD#414478	02/01/2023	216.00	.00	
131	JACKSON HOLE NEWS & GUID	349662	AD#414488	02/01/2023	604.80	.00	
131	JACKSON HOLE NEWS & GUID	349663	AD#414493	02/01/2023	604.80	.00	
131	JACKSON HOLE NEWS & GUID	349786	AD#414719	02/08/2023	36.00	.00	
131	JACKSON HOLE NEWS & GUID	349802	AD#414768	02/08/2023	604.80	.00	
Total 131:					5,981.58	.00	
4275	JORGENSEN, ARNE OLAUS	020723	TRAVEL EXPENSES CHEYENN	02/07/2023	556.64	.00	
Total 4275:					556.64	.00	
2485	KENWORTH SALES COMPANY	004P10866	FILTER	01/13/2023	536.83	.00	
2485	KENWORTH SALES COMPANY	004P11535	LIGHT	02/02/2023	563.90	.00	
2485	KENWORTH SALES COMPANY	004P11995	LED LIGHTS	02/02/2023	196.30	.00	
Total 2485:					1,297.03	.00	
7192	KRAINIK, SEAN	020623	BAIL REFUND #22-11-0479	02/06/2023	500.00	.00	
Total 7192:					500.00	.00	
6807	LANGUAGE TESTING INTERNA	L65632-IN	SPANISH TESTING	02/07/2023	239.50	.00	
Total 6807:					239.50	.00	
6847	LENAMOND, LYNSEY	020923	OFFICE SUPPLIES	02/09/2023	11.66	.00	
6847	LENAMOND, LYNSEY	020923	COUNCIL RETREAT SUPPLIES	02/09/2023	2,723.34	.00	
6847	LENAMOND, LYNSEY	020923	RECORDING FEES	02/09/2023	46.50	.00	
Total 6847:					2,781.50	.00	
5729	LENOVO (UNITED STATES) INC.	6463488636	THINKPAD	02/11/2023	253.29	.00	
Total 5729:					253.29	.00	
2224	LOCAL GOV'T LIABILITY POOL	14239	AA230023 DEDUCTIBLE	01/27/2023	1,000.00	.00	
2224	LOCAL GOV'T LIABILITY POOL	14240	AA230027 DEDUCTIBLE	02/07/2023	1,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2224:					2,000.00	.00	
156	LOWER VALLEY ENERGY INC	92050-002 01-	3150 S ADAMS CANYON DR, JA	01/31/2023	510.16	510.16	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-003 01-	SPRUCE DR PUMP HOUSE, JA	01/31/2023	411.81	411.81	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-008 01-	CEMETERY, JACKSON, WY 20	01/31/2023	16.24	16.24	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-010 01-	ELY SPRINGS RD WELL 6,7,8, J	01/31/2023	2,792.08	2,792.08	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-014 01-	135 E BROADWAY AVE HEAT TA	01/31/2023	18.56	18.56	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-017 01-	WASTE WATER TRTMT INTERM	01/31/2023	288.55	288.55	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-019 01-	RANGEVIEW DR LIFT PUMP CO	01/31/2023	122.75	122.75	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-021 01-	150 E PEARL AVE, JACKSON, W	01/31/2023	2,181.68	2,181.68	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-024 01-	1605 BERGER LN SEWER LIFT	01/31/2023	32.92	32.92	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-025 01-	450 W SNOW KING AVE NEW S	01/31/2023	1,038.65	1,038.65	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-026 01-	450 W SNOW KING AVE SHOP, J	01/31/2023	370.44	370.44	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-044 01-	SNOW KING ESTATES BOOSTE	01/31/2023	226.50	226.50	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-047 01-	WASTE WATER TRTMT UV BLD	01/31/2023	387.89	387.89	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-049 01-	WASTE WATER TRTMT PTB 545	01/31/2023	10,709.42	10,709.42	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-050 01-	2 MG TANK, JACKSON, WY 200	01/31/2023	26.06	26.06	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-051 01-	WELL #5 KARNs MEADOW DR,	01/31/2023	3,403.09	3,403.09	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-052 01-	675 E BROADWAY AVE WELL #1	01/31/2023	1,876.74	1,876.74	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-053 01-	WELLS #2 & #3, JACKSON, WY	01/31/2023	1,015.20	1,015.20	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-054 01-	CITY WELL ELK REF 1, JACKSO	01/31/2023	66.93	66.93	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-055 01-	CITY WELL ELK REF 2, JACKSO	01/31/2023	128.81	128.81	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-059 01-	440 W SNOW KING AVE POLICE	01/31/2023	359.57	359.57	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-060 01-	400 W SNOW KING AVE S GAR,	01/31/2023	2,335.84	2,335.84	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-061 01-	400 W SNOW KING AVE PUBLIC	01/31/2023	1,491.45	1,491.45	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-074 01-	CRABTREE LN THAW WELL #2,	01/31/2023	312.14	312.14	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-075 01-	HIGH SCHOOL RD THAW WELL	01/31/2023	200.02	200.02	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-078 01-	145 W HANSEN AVE FRONT, JA	01/31/2023	117.79	117.79	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-079 01-	145 W HANSEN AVE BACK, JAC	01/31/2023	211.84	211.84	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-082 01-	400 W SNOW KING AVE E STOR	01/31/2023	625.14	625.14	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-090 01-	955 MAPLE WAY, JACKSON, WY	01/31/2023	242.20	242.20	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-092 01-	3150 S ADAMS CANYON DR ANI	01/31/2023	847.06	847.06	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-102 01-	145 W HANSEN AVE FRONT, JA	01/31/2023	96.59	96.59	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	12/30/2022	3,168.57	3,168.57	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-106 01-	940 SIMON LN, JACKSON, WY	01/31/2023	272.92	272.92	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-114 01-3	210 N CACHE ST HOME RANCH	01/31/2023	502.29	502.29	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-126 01-	SPRING WATER LN LIFT STATIO	01/31/2023	34.47	34.47	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-127 01-	3337 S CODY CREEK DR LIFT S	01/31/2023	490.29	490.29	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-131 01-	195 E DELONEY AVE RESTROO	01/31/2023	504.88	504.88	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-132 01-	160 S MILLWARD ST PARKING	01/31/2023	1,919.47	1,919.47	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-134 01-	160 S MILLWARD ST PARKING	01/31/2023	6.34	6.34	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-334 01-	JOSEPHINE LOOP LOT 15 LIFT	01/31/2023	170.33	170.33	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-341 01-	210 N CACHE ST HOME RANCH	01/31/2023	60.48	60.48	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-345 01-	930 SIMON LN, JACKSON, WY	01/31/2023	240.15	240.15	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-356 01-	55 KARNs MEADOW DR START	01/31/2023	3,501.23	3,501.23	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-357 01-	55 KARNs MEADOW DR START	01/31/2023	8,563.56	8,563.56	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-359 01-	MILLER PARK PARKING LOT CH	01/31/2023	162.84	162.84	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-361 01-	625 W BROADWAY AVE NEW P	01/31/2023	24.64	24.64	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-363 01-	455 VINE ST UTIL, JACKSON, W	01/31/2023	87.15	87.15	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-364 01-	65 VIRGINIAN LN #5, JACKSON,	01/31/2023	100.13	100.13	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-365 01-	65 VIRGINIAN LN #7, JACKSON,	01/31/2023	90.95	90.95	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-367 01-	455 VINE ST APT #3, JACKSON,	01/31/2023	90.65	90.65	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-368 01-	455 VINE ST APT #4, JACKSON,	01/31/2023	89.79	89.79	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-370 01-	2022 WILDFLOWER CT, JACKS	01/31/2023	193.27	193.27	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-371 01-	2022 WILDFLOWER CT, JACKS	01/31/2023	58.07	58.07	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-374 01-	455 VINE ST APT #1, JACKSON,	01/31/2023	133.16	133.16	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-375 01-	155 E PEARL AVE, JACKSON, W	01/31/2023	26.07	26.07	02/02/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-376 01-	149 E PEARL AVE, JACKSON, W	01/31/2023	290.29	290.29	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-378 01-	145 E PEARL AVE #A EAST, JAC	01/31/2023	130.19	130.19	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-381 01-	915 SIMON LN, JACKSON, WY	01/31/2023	220.57	220.57	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-383 01-	SNOW KING DR WATER TANK C	01/31/2023	22.64	22.64	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-385 01-	85 N SPRING GULCH RD SPRIN	01/31/2023	386.43	386.43	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-388 01-	121 SHERWOOD CT BLDG 2 BU	01/31/2023	32.48	32.48	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-389 01-	1640 MARTIN LN LIFT STATION,	01/31/2023	31.88	31.88	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-390 01-	400 W SNOW KING AVE HOUSI	01/31/2023	238.39	238.39	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-391 01-	400 W SNOW KING AVE PARK M	01/31/2023	1,115.02	1,115.02	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-392 01-	400 W SNOW KING AVE ADMIN,	01/31/2023	722.06	722.06	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-393 01-	400 W SNOW KING AVE EMPLO	01/31/2023	1,148.65	1,148.65	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-395 01-	145 E PEARL AVE #C LOFT, JAC	01/31/2023	116.68	116.68	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-396 01-	145 E PEARL AVE HSE/CMN, JA	01/31/2023	152.88	152.88	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-397 01-	145 E PEARL AVE #B WEST, JA	01/31/2023	92.64	92.64	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-398 01-	155 E PEARL AVE, JACKSON, W	01/31/2023	73.68	73.68	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-399 01-	155 E PEARL AVE, JACKSON, W	01/31/2023	150.82	150.82	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-401 01-	455 VINE ST APT #2, JACKSON,	01/31/2023	123.31	123.31	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-405 01-	3585 S CANADIAN DR, JACKSO	01/31/2023	223.68	223.68	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-406 01-	3585 S CANADIAN DR, JACKSO	01/31/2023	24.13	24.13	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-407 01-	130 E KELLY AVE #23, JACKSO	01/31/2023	50.58	50.58	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-408 01-	445 VINE ST UNIT #201, JACKS	01/31/2023	32.57	32.57	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-409 01-	6905 W HWY 22 RENTAL, WILS	01/31/2023	216.02	216.02	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-410 01-	910 SMITH LN, JACKSON, WY	01/31/2023	272.33	272.33	02/02/2023
156	LOWER VALLEY ENERGY INC	92050-413 01-	76 E CIRCLE DR, THAYNE, WY	01/31/2023	121.01	121.01	02/02/2023
Total 156:					58,944.75	58,944.75	
7112	MARKMAN, JASON	021323	MARCH RENT	02/13/2023	1,900.00	.00	
Total 7112:					1,900.00	.00	
6770	MOBILITY FOREFRONT LLC	MFFINV0165	MONTHLY RENT	02/01/2023	47,102.20	.00	
Total 6770:					47,102.20	.00	
4776	MOUNTAIN STATES LIGHTING	12451	HOUSE SIDE LIGHT	01/31/2023	458.45	.00	
Total 4776:					458.45	.00	
257	NAPA AUTO PARTS INC.	118771	duplicate	01/25/2023	35.52-	35.52-	02/02/2023
257	NAPA AUTO PARTS INC.	119616	ICE BLADE	01/30/2023	89.94	.00	
257	NAPA AUTO PARTS INC.	119651	ICE BLADE	01/30/2023	83.94	.00	
257	NAPA AUTO PARTS INC.	120699	FUEL DISPENSING PUMP	02/03/2023	36.48	.00	
257	NAPA AUTO PARTS INC.	120705	GASKET	02/03/2023	16.70	.00	
257	NAPA AUTO PARTS INC.	120840	TIRE REP	02/04/2023	28.57	.00	
257	NAPA AUTO PARTS INC.	121026	VALVE CLEANER	02/06/2023	67.29	.00	
257	NAPA AUTO PARTS INC.	121466	SG PADS	02/08/2023	43.99	.00	
257	NAPA AUTO PARTS INC.	121474	OIL FILTER	02/08/2023	8.88	.00	
257	NAPA AUTO PARTS INC.	121475	SILENT GUARD	02/08/2023	87.98	.00	
257	NAPA AUTO PARTS INC.	121480	STARTER	02/08/2023	26.79	.00	
257	NAPA AUTO PARTS INC.	121583	SEAT COVER	02/08/2023	266.29	.00	
257	NAPA AUTO PARTS INC.	121739	CREDIT	02/09/2023	244.29-	.00	
257	NAPA AUTO PARTS INC.	121741	CAP	02/09/2023	1.46	.00	
Total 257:					478.50	35.52-	
187	NELSON ENGINEERING	60714	PROJECT 21-060-01 THAW WEL	01/31/2023	549.25	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 187:					549.25	.00	
7194	NTH DEGREEE	7422	CONFERENCE REGISTRATION	02/07/2022	1,795.00	.00	
Total 7194:					1,795.00	.00	
6607	OPS STRATEGIES, LLC	22042	22-15 INCLUSION SURVEY	12/05/2022	4,500.00	.00	
Total 6607:					4,500.00	.00	
6894	PALINDROME STUDIO	000388	SNOW REMOVAL MAPS	02/01/2023	625.00	.00	
Total 6894:					625.00	.00	
7070	PEAK WATER SERVICES, LLC	INVPWS1094	PUMP INSTALL	02/10/2023	20,125.25	.00	
Total 7070:					20,125.25	.00	
4894	PLATT	3P29477	RELAY	01/13/2023	15.37	.00	
Total 4894:					15.37	.00	
6483	PREMIER TRUCK- SALT LAKE C	775468105	VALVE	02/02/2023	194.71	.00	
6483	PREMIER TRUCK- SALT LAKE C	775468461	SENSOR	02/03/2023	82.87	.00	
6483	PREMIER TRUCK- SALT LAKE C	775470371	PUMP AND GASKET	02/09/2023	545.24	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775299018	CORE	01/06/2023	344.14-	344.14-	02/02/2023
6483	PREMIER TRUCK- SALT LAKE C	CM775455341	CREDIT	01/06/2023	332.50-	332.50-	02/02/2023
Total 6483:					146.18	676.64-	
4922	PREMIER VEHICLE INSTALLATI	40350	siren control	01/26/2023	848.28	848.28	02/02/2023
Total 4922:					848.28	848.28	
6594	PROTERRA	1053020	HARNESS	01/12/2023	247.80	.00	
6594	PROTERRA	1053635	DISPENSOR	01/26/2023	520.05	.00	
6594	PROTERRA	1053679	subassy	01/26/2023	3,495.74	.00	
6594	PROTERRA	1053862	SWITCH	01/30/2023	291.15	.00	
6594	PROTERRA	1053968	SHOCK	01/31/2023	905.70	.00	
Total 6594:					5,460.44	.00	
5672	RINK-TEC INTERNATIONAL, INC	5179	BELT	11/29/2022	435.06	.00	
Total 5672:					435.06	.00	
4723	RON'S TOWING	23-25805	START BUS TOW	02/02/2023	750.00	.00	
Total 4723:					750.00	.00	
2850	RT1 INC	020823	SHIPPING CHARGES	02/08/2023	25.87	.00	
2850	RT1 INC	020823B	SHIPPING CHARGES	02/08/2023	150.39	.00	
2850	RT1 INC	020823C	CREDIT	02/08/2023	150.39-	.00	
Total 2850:					25.87	.00	
2669	SAFETY-KLEEN SYSTEMS, INC.	90847882	CHEM SERV	01/26/2023	528.05	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2669:					528.05	.00	
6629	SCARLATA, SUSAN	021323	REIMBURSE	02/13/2023	25.42	.00	
6629	SCARLATA, SUSAN	021323	REIMBURSE	02/13/2023	2,008.32	.00	
Total 6629:					2,033.74	.00	
6424	SCHECHTER, JONATHAN	020323	TRAVEL EXPENSES IN CHEYEN	02/03/2023	494.95	.00	
Total 6424:					494.95	.00	
4359	SHERWIN-WILLIAMS CO.	9060-3	PAINT	12/22/2022	190.28	.00	
Total 4359:					190.28	.00	
6501	SILLIMAN, JEFF	020723	REIMBURSE FOR PE RENEWAL	02/07/2023	90.00	.00	
Total 6501:					90.00	.00	
5632	SNAKE RIVER MEP COMPLETE,	7415	BOILER ALARM	02/02/2023	570.00	.00	
Total 5632:					570.00	.00	
4699	SNAKE RIVER ROASTING	1477	duplicate	01/12/2023	163.35-	.00	
Total 4699:					163.35-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334603861	ANIMAL CARE	01/11/2023	20.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334604198	ANIMAL MEDS	01/19/2023	51.35	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334604456	ANIMAL MEDS	01/25/2023	44.84	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334604457	ANIMAL CARE	01/25/2023	43.74	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334604458	ANIMAL CARE	01/25/2023	97.41	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334604459	ANIMAL CARE	01/25/2023	121.88	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334604462	ANIMAL CARE	01/25/2023	4.58	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334604930	ANIMAL CARE	02/06/2023	196.40	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334604932	CAT FOOD	02/06/2023	31.19	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334604933	ANIMAL CARE	02/06/2023	166.40	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334604934	ANIMAL CARE	02/06/2023	65.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	53346049828	ANIMAL CARE	02/06/2023	11.20	.00	
1505	SPRING CREEK ANIMAL HOSPI	533604931	FOOD	02/06/2023	71.99	.00	
Total 1505:					925.98	.00	
6838	SPSC POA - South Park Services	013123	LOT AND WATER FEED	01/31/2023	301.38	.00	
6838	SPSC POA - South Park Services	022823	WATER AND LOT FEE	02/01/2023	301.38	.00	
6838	SPSC POA - South Park Services	123122	LOT AND WATER FEE	12/31/2022	301.38	.00	
Total 6838:					904.14	.00	
4513	STANARD & ASSOCIATES, INC	SA000052954	TESTS	01/30/2023	59.00	.00	
Total 4513:					59.00	.00	
7088	STONE, KIRK	021323	MARHC RENT	02/13/2023	2,800.00	.00	
Total 7088:					2,800.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5055	STOTZ EQUIPMENT	P96569	parts	11/29/2022	173.66	.00	
	Total 5055:				173.66	.00	
7076	SUSTAINABLE STRATEGIES DC	3296	GRANT CONSULTING SERVICE	02/01/2023	7,500.00	.00	
	Total 7076:				7,500.00	.00	
4990	Swagit Productions, LLC	SW-001724SI	MONTHLY SERVICES	01/31/2023	1,775.00	.00	
	Total 4990:				1,775.00	.00	
4933	SYMBOLARTS, LLC	0453182	JPD BADGES	02/02/2023	143.10	.00	
	Total 4933:				143.10	.00	
1443	TETON COUNTY CLERK	011323H	JANUARY HOUSING 2023	01/13/2023	32,102.25	.00	
1443	TETON COUNTY CLERK	021323FE	FIRE EMS	02/13/2023	67,870.50	.00	
1443	TETON COUNTY CLERK	021323PR	ParkS & REC	02/13/2023	98,007.90	.00	
1443	TETON COUNTY CLERK	021323PR	ParkS & REC	02/13/2023	21,593.68	.00	
	Total 1443:				219,574.33	.00	
581	TETON COUNTY INTEGRATED	020623	4TH QUARTER BAG FEE	02/06/2023	24,761.24	.00	
	Total 581:				24,761.24	.00	
2362	TETON COUNTY PUBLIC HEALT	22-2115	DRINKING WATER TESTS	02/01/2023	200.00	.00	
	Total 2362:				200.00	.00	
6902	TETON COUNTY PUBLIC WORK	110222	STILSON PARK	11/02/2022	138.00	.00	
6902	TETON COUNTY PUBLIC WORK	2023-3	BUILD GRANT	11/14/2022	19,933.88	.00	
6902	TETON COUNTY PUBLIC WORK	23-2	BUILD GRANT	10/11/2022	18,611.20	.00	
	Total 6902:				38,683.08	.00	
55	TETON COUNTY SHERIFF'S-JAI	639	JANUARY INMATES	02/03/2023	432.00	.00	
	Total 55:				432.00	.00	
996	TETON COUNTY SPECIAL FIRE	020123	JANUARY 2023	02/01/2023	52,465.07	.00	
996	TETON COUNTY SPECIAL FIRE	020123C	JANUARY 2023 CAPITAL	02/01/2023	17,615.70	.00	
	Total 996:				70,080.77	.00	
1614	TETON COUNTY-FUND 10	020123D	JANUARY 2023 DISPATCH	02/01/2023	47,155.95	.00	
1614	TETON COUNTY-FUND 10	020123P	JANUARY 2023 PATHWAYS	02/01/2023	7,110.82	.00	
1614	TETON COUNTY-FUND 10	020123PL	JANUARY 2023 PLANNING	02/01/2023	11,525.00	.00	
	Total 1614:				65,791.77	.00	
3027	TETON COUNTY-FUND 13	020123C	January 2023 CAPITAL	02/01/2023	63,109.24	.00	
	Total 3027:				63,109.24	.00	
166	TETON COUNTY-FUND 19	020123C	CAPITAL JANUARY 2023	02/01/2023	52,114.98	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 166:					52,114.98	.00	
392	TETON LITERACY CENTER	010923	2ND QUARTER SERVICES	01/09/2023	6,700.00	.00	
Total 392:					6,700.00	.00	
268	TETON MOTORS INC	5105157	CREDIT	01/31/2022	125.00-	.00	
268	TETON MOTORS INC	5105158	CREDIT	01/31/2023	125.00-	.00	
Total 268:					250.00-	.00	
6992	TETON ROPE ACCESS AND SE	1009	SNOW REMOVAL	01/06/2023	507.50	.00	
6992	TETON ROPE ACCESS AND SE	1010	SNOW REMOVAL	01/06/2023	1,090.00	.00	
Total 6992:					1,597.50	.00	
3162	TETON TRASH REMOVAL, INC.	23 FEB 838	TRASH REMOVAL 145 HANSEN	02/01/2023	49.00	.00	
Total 3162:					49.00	.00	
6941	THE CONNOR E FIELD TRUST	021323	MARCH RENT	02/13/2023	2,575.00	.00	
Total 6941:					2,575.00	.00	
3955	THOMSON WEST	847753581	SUBSCRIPTION CHARGES	02/01/2023	460.47	.00	
3955	THOMSON WEST	847753581	SUBSCRIPTION CHARGES	02/01/2023	460.47	.00	
Total 3955:					920.94	.00	
3881	VALLEY OFFICE SYSTEMS	AR1142844	COPIER CONTRACT	01/31/2023	71.28	.00	
Total 3881:					71.28	.00	
7176	VICTOR VILLAGE, LLC	021323	MARCH RENT	02/13/2023	1,500.00	.00	
Total 7176:					1,500.00	.00	
563	WESTBANK SANITATION	4173670T022	940 Simon Lane	02/01/2023	67.69	.00	
563	WESTBANK SANITATION	4174606T022	3585 CANADIAN DR	02/01/2023	58.04	.00	
563	WESTBANK SANITATION	417462T022	910 SIMON LANE	02/01/2023	68.87	.00	
Total 563:					194.60	.00	
1640	WESTERN STATE	IN002290296	MOTOR GP	02/02/2023	938.40	.00	
1640	WESTERN STATE	IN002291672	GLASS	02/03/2023	372.13	.00	
1640	WESTERN STATE	IN002295940	GLASS AND GASKET	02/08/2023	342.11	.00	
1640	WESTERN STATE	IN002297420	LAMP	02/09/2023	283.00	.00	
Total 1640:					1,935.64	.00	
2802	WESTWOOD CURTIS	34316	LOOP WATER LINE	01/31/2023	3,065.00	.00	
Total 2802:					3,065.00	.00	
472	WHITE GLOVE CLEANING, INC.	1236B	HOUSE CLEANING	01/30/2023	259.88	.00	
472	WHITE GLOVE CLEANING, INC.	8708	SOAP	01/31/2023	481.75	.00	
472	WHITE GLOVE CLEANING, INC.	8709	TRASH BAGS	01/31/2023	40.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
472	WHITE GLOVE CLEANING, INC.	8710	TRASH BAGS	01/31/2023	81.00	.00	
472	WHITE GLOVE CLEANING, INC.	8711	TRASH BAGS	01/31/2023	40.50	.00	
472	WHITE GLOVE CLEANING, INC.	8712	TOILET PAPER	01/31/2023	127.75	.00	
Total 472:					1,031.38	.00	
7081	WILMA D SORSBY TRUST	021323	MARCH RENT	02/13/2023	3,000.00	.00	
Total 7081:					3,000.00	.00	
6117	WILSON, JOHN	021323	MARCH RENT	02/13/2023	2,200.00	.00	
Total 6117:					2,200.00	.00	
3619	WY CHILD SUPPORT ENFORCE	02082023	case #209790	02/08/2023	146.76	146.76	02/08/2023
Total 3619:					146.76	146.76	
4139	WY WORKERS' SAFETY & COM	02032023	FEBRUARY PREMIUM	02/03/2023	18,910.16	18,910.16	02/03/2023
Total 4139:					18,910.16	18,910.16	
4198	WYOMING FIRST AID & SAFETY	80002552	first aid kit resupply	02/02/2023	195.87	.00	
Total 4198:					195.87	.00	
406	WYOMING LAW ENFORCEMEN	020323	OFFICER EDUCATION TRAININ	02/03/2023	245.00	.00	
Total 406:					245.00	.00	
329	WYOMING RETIREMENT SYST	3085240925	JANUARY CONTRIBUTIONS	02/03/2023	143,912.50	143,912.50	02/03/2023
Total 329:					143,912.50	143,912.50	
2842	YELLOW IRON EXCAVATION, LL	78815	TRASH REMOVAL @ SHELTER	12/31/2022	200.00	.00	
2842	YELLOW IRON EXCAVATION, LL	78816	SK HOUSING TRASH REMOVAL	12/31/2022	640.00	.00	
2842	YELLOW IRON EXCAVATION, LL	79348	6905 w 22 TRASH REMOVAL	01/31/2022	50.00	.00	
2842	YELLOW IRON EXCAVATION, LL	79611	455 VINE	01/31/2023	80.00	.00	
2842	YELLOW IRON EXCAVATION, LL	79713	915 SIMON LANE	01/31/2023	40.00	.00	
2842	YELLOW IRON EXCAVATION, LL	80003	TRASH REMOVAL @ SHELTER	01/31/2023	160.00	.00	
2842	YELLOW IRON EXCAVATION, LL	80004	TOWN HALL TRASH REMOVAL	01/31/2023	1,040.00	.00	
2842	YELLOW IRON EXCAVATION, LL	80005	CITY SHOP	01/31/2023	1,820.00	.00	
2842	YELLOW IRON EXCAVATION, LL	80007	TRASH REMOVAL SK HOUSING	01/31/2023	720.00	.00	
Total 2842:					4,750.00	.00	
3507	ZIEM, JOHNNY	020123	DOT physical	02/01/2023	155.00	.00	
Total 3507:					155.00	.00	
Grand Totals:					1,352,974.17	557,061.18	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY REPORT FOR THE MONTH OF JANUARY 2023**

During the month of January, the Court received \$45,581 in fines, costs, and fees and bonds.
473 new cases were docketed: 408 parking citations, 65 summons.
46 cases were dismissed: 36 parking violations.

The abbreviations used below are: BF= Bond Forfeiture (includes \$10.00 court cost and fees), GP=Guilty Plea and Fine, NC= No Contest,
G=Found Guilty at Trial, NG=Found Not Guilty at Trial,
R=Restitution, CS=Community Service, DP=Deferred Prosecution, D=Dismissed, D-TS= Dismissed with Traffic School,
DA=Deferred Adjudication

CLOSED CASES (Summons only)

<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
186004771AC	Battery	BF	300
186005099AC	Brake Lamps Required	BF	100
186004807AC	Duty Upon Colliding With Unattended Vehicle Or Property	BF	250
186005147AC	Expired Temporary Permit/improper Registration	BF	140
186005141AC	Expired Temporary Permit/improper Registration	BF	140
186004983AC	Expired Temporary Permit/improper Registration	BF	70
186005123AC	Failure To Display Valid License Plate, Tabs, Permits	BF	45
186005085AC	Failure To Display Valid License Plate, Tabs, Permits	BF	90
186004882AC	Failure To Obey Traffic Control Device	BF	140
186005035AC	Failure To Obey Traffic Control Device	BF	140
186004748AC	Failure To Stop At A Red Light	BF	140
186004916AC	Failure To Yield Row	BF	90
186004840AC	Failure To Yield Row Approaching Intersections	BF	90
186005096AC	Following Too Close	BF	100
186005010AC	Improper Display Of Tabs-registration	BF	45
186004636AC	Improper Display Of Tabs-registration	BF	45
186004797AC	Improper Display Of Tabs-registration	BF	90
186005110AC	Improper Display Of Tabs-registration	BF	90
186005001AC	Improper Passing	BF	90
186005052AC	Interference W/pd: Resisting Officer	BF	150
186005086AC	Limitations On Backing	BF	100
186005039AC	Limitations On Backing	BF	100
186004837AC	Limitations On Turning Around; Unsafe U Turn	BF	90
186004847AC	Mph Over Limit Bond 31/20	BF	167
186004593AC	Mph Over Limit Bond 33/20	BF	295
186004736AC	Mph Over Limit Bond 34/20	BF	305
186005177AC	Mph Over Limit Bond 39/25	BF	188
186004805AC	Mph Over Limit Bond 41/25	BF	202
186005111AC	Mph Over Limit Bond 44/30	BF	188
186005114AC	Mph Over Limit Bond 45/30	BF	195
186005084AC	Mph Over Limit Bond 47/30	BF	209
186005104AC	Mph Over Limit Bond 48/30	BF	216
186004330AC	Obedience To Traffic Control Devices	BF	150
186005095AC	Operating Under Suspended Or Revoked License	BF	450
186005015AC	Operating Unsafe Veh On Highway	BF	85
186005133AC	Proceed With Caution On Flashing Yellow Signal	BF	90
186005013AC	Public Intoxication	BF	135
186005057AC	Public Intoxication	BF	135
186005107AC	Public Intoxication	BF	135
186005002AC	Public Intoxication	BF	135
186004721AC	Required Position & Method Of Turning At Intersections	BF	100
186005046AC	Required Position & Method Of Turning At Intersections	BF	90
186004977AC	Speed Too Fast For Conditions	BF	120
186004915AC	Speed Too Fast For Conditions	BF	45
186005081AC	Speed Too Fast For Conditions	BF	90
186004956AC	Speed Too Fast For Conditions	BF	250
186004628AC	Speed Too Fast For Conditions	BF	90
186004962AC	Speed Too Fast For Conditions	BF	90
186004957AC	Speed Too Fast For Conditions	BF	150
186004993AC	Speed Too Fast For Conditions	BF	250
01795M	Speeding 40/30	BF	115
186004906AC	Stop Sign Violation	BF	140
186005076AC	Stop Sign Violation	BF	140
186004943AC	Turning Left At Intersection	BF	90
186004665AC	Turning Left At Intersection	BF	90
186005043AC	Turning Left At Intersection	BF	100
186005122AC	Turning Left At Intersection	BF	90
186005155AC	Turning Left At Intersection	BF	100

186004743AC	Unsafe Turning Movement	BF	90
186005125AC	Unsafe Turning Movement	BF	90
186004637AC	Unsafe Turning Movement	BF	90
186005115AC	Use Of Cell Phone While Driving Prohibited	BF	75
186005098AC	Use Of Cell Phone While Driving Prohibited	BF	85
186005089AC	Use Of Cell Phone While Driving Prohibited	BF	75
186005179AC	Use Of Cell Phone While Driving Prohibited	BF	75
186004142AC	Use Of Cell Phone While Driving Prohibited	BF	75
186005031AC	Use Of Cell Phone While Driving Prohibited	BF	75
186004931AC	Wrong Way On One-way Street	BF	120
186004922AC	Improper Display Of Tabs-registration	D- Per Town's Motion	0
186005005AC	Limitations On Backing	D- Per Town's Motion	0
186004656AC	Mph Over Limit Bond 40/25	D- Per Town's Motion	0
186004920AC	Speeding Urban - 40/30 Mph Zone	D- Per Town's Motion	0
186005024AC	Unsafe Turning Movement	D- Per Town's Motion	0
186004891AC	Compulsory Auto Insurance	D- Provided valid information	0
186004902AC	Mph Over Limit Bond 35/25	D- TS	0
186004875AC	Mph Over Limit Bond 41/30	D- TS	0
186005180AC	Mph Over Limit Bond 47/30	D- TS	0
186001649AC	Driving/control Of Vehicle While Intox	DA- In accordance with WS 7-13-301	760

STAFF REPORT



Meeting Date:	February 21, 2023	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P23-002: TEMPORARY SIGN PERMIT Book Fair	Public Comment:	Yes

Purpose & Policy Considerations.

To approve or deny a temporary sign not requiring a special event or exposition license under the Town's sign standards.

Requested Action.

JH Classical Academy has requested to display one (1) temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their community book fair (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - April 9, 2023 – April 22, 2023

Section 5.6.1.C.4.c of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

Recommendations.

The Planning Director recommends approval based on finding that the request is consistent with the LDRs subject to the following conditions:

1. The use of site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following location:
 - 105 Buffalo Way – Albertson's during:
 - April 9, 2023 – April 22, 2023

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Fiscal Impact.

None

Staff Impact.

Preparation of this report took approximately 2 hours of staff time to process.

Attachments or Links.

Applicant Submittal

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to **approve** temporary banner application (P23-002) for JH Classical Academy including the three conditions of approval recommended by the Planning Director in this staff report dated February 21, 2023.

Location: 105 Buffalo Way (Albertson's)

Banner Design: 8' x 12'

Material: Vinyl





TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

150 East Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | www.townofjackson.com
Jackson, WY 83001

**First, go to www.townofjackson.com/245/Temporary-Sign-Permit
for process and other necessary information.**

EVENT NAME:

Event Name: _____ Physical Address of Event: _____

Description of Event: _____

Grand Opening ____ Yes ____ No ____

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: _____ Phone: _____

E-mail: _____ ZIP: _____

Non-Profit: ____ For Profit: ____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: _____ Business/Description: _____

Physical Address: _____ Physical Address: _____

Dates of Display: _____ Dates of Display: _____

Consent from Owner Obtained? Yes ____ No ____ Consent from Owner Obtained? Yes ____ No ____

Business/Description: _____ Business/Description: _____

Physical Address: _____ Physical Address: _____

Dates of Display: _____ Dates of Display: _____

Consent from Owner Obtained? Yes ____ No ____ Consent from Owner Obtained? Yes ____ No ____

SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

Yes ____ No ____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes ____ No ____ 96"x144", vinyl full color banner.
Installation specifications, and any structural details or specifications required for freestanding signs.
Hung from back of Albertson's with grommets and rope.

Under penalty of perjury, I hereby certify that I have read this application and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of the Town of Jackson to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Brittany Semco

Signature of Authorized Event Applicant

Date

Applicant Name Printed

Title

STAFF REPORT



Meeting Date:	February 21, 2023	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P23-011: TEMPORARY SIGN PERMIT JHFM Winter Market Fest	Public Comment:	Yes

Purpose & Policy Considerations.

To approve or deny a temporary sign not requiring a special event or exposition license under the Town's sign standards.

Requested Action.

Jackson Hole Farmer's Market has requested to display one (1) temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their Winter Market Fest (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - February 26, 2023 – March 4, 2023

Section 5.6.1.C.4.c of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

Recommendations.

The Planning Director recommends approval based on finding that the request is consistent with the LDRs subject to the following conditions:

1. The use of site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following location:
 - 105 Buffalo Way – Albertson's during:
 - February 26, 2023 – March 4, 2023

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Fiscal Impact.

None

Staff Impact.

Preparation of this report took approximately 2 hours of staff time to process.

Attachments or Links.

Applicant Submittal

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to **approve** temporary banner application (P23-011) for JHFM Winter Market Fest including the three conditions of approval recommended by the Planning Director in this staff report dated February 21, 2023.

Location: 105 Buffalo Way (Albertson's)

Banner Design: 10' x 8'

Material: Vinyl



Jackson Hole Farmers Market along with
Brent & Shelby Belote present our

Winter Market Fest

Jan 15 | Feb 5 | March 12 | April 16

CONFERENCE CENTER AT THE LODGE OF JH

| 1:00-4:00pm |



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

150 East Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | www.townofjackson.com
Jackson, WY 83001

**First, go to www.townofjackson.com/245/Temporary-Sign-Permit
for process and other necessary information.**

EVENT NAME:

Event Name: Jackson Hole Farmers Market Physical Address of Event: 920 West Broadway
Description of Event: Winter Market Fest
Grand Opening ☐ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: P.O.Box 744 Jackson WY 83001 Phone: 805-698-5489
E-mail: jhfmts@gmail.com ZIP: 83001
Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertson's (banner size 8'x10')</u>	Business/Description: _____
Physical Address: <u>105 Buffalo Way</u>	Physical Address: _____
Dates of Display: <u>2/26/23-3/4/23</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

Yes ☒ No ☐ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.
Yes ☐ No ☒ Installation specifications, and any structural details or specifications required for freestanding signs.

Under penalty of perjury, I hereby certify that I have read this application and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of the Town of Jackson to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Jenny May Shervin
Signature of Authorized Event Applicant
Jenny May Shervin
Applicant Name Printed

1/18/23
Date
Market Manager
Title

STAFF REPORT



Meeting Date:	February 21, 2023	Meeting Title:	Regular Meeting
Submitting Department:	Joint Housing	Presenter:	April Norton
Agenda Item:	Kelly Place Condos Suite of Docs	Public Comment:	Yes

Purpose & Policy Considerations.

The Council will consider several documents related to Kelly Place Condos:

1. Special Restrictions for Workforce Ownership Housing Located at 440 West Kelly Condominiums Addition to the Town of Jackson.
2. Employee Rights of First Purchase Agreement for 440 West Kelly Condominiums.
3. Termination of Ground Lease Agreement for Kelly Place Condominiums.
4. Warranty Deed for Lots 3 and 4 of Block 6 of the Fourth Karns Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on June 7, 1955 as Plat No. 143.

Requested Action.

Approval of all documents and signed by the Mayor.

Recommendations.

Staff recommends approval of the all documents as attached to this staff report.

Background.

Kelly Place Condos located at 440 W. Kelly Avenue is a public-private partnership that will create 12 Workforce homes. As part of the agreement between the developer and Town, all 12 units in the development must be sold with Workforce Ownership Special Restrictions. These units must be owner-occupied, and the owners must meet the qualifications of the Workforce Program including earning at least 75% of their income locally.

The Town also negotiated four Employee Rights of First Purchase ("EROP") for units in this development. This provides Town employees with the first option to purchase a unit when one becomes available and until all four EROPs are exercised. These are perpetual rights, so when an employee either sells their unit or stops working for Town, the EROP they utilized becomes available until used by a Town employee. The EROP provides an income exemption for Town employees utilizing the EROP. When the EROP is no longer utilized by the household, the income exemption is removed and they will be required to meet all the Workforce Restriction requirements.

Once the development received its certificate of occupancy and the developer is ready to record their condominium plat, the existing Ground Lease between Town and the developer must be terminated and ownership of the property deeded to the developer. To accomplish this, a Termination of Ground Lease and Warranty Deed must be executed. Both are attached to this staff report.

Analysis.

These restrictions meet the requirements of the Ground Lease, as amended, between Town and the developers and are the template restrictions previously approved by Council.

The income exemption for Town employees when applied to Workforce units has two outcomes:

1. Town employee households are not required to meet the 75% local income threshold and could therefore include a Town employee and a remote worker who is earning their money non-locally.

2. If a Town employee who has used an EROP to purchase a unit leaves Town employment, they will be required to meet the Workforce Program requirements, including the 75% threshold, because they will no longer have the EROP exemption (that EROP will now be available for another Town employee). If they cannot meet the income threshold, they will be required to sell the home.

The Ground Lease Termination and Warranty Deed are both legal steps necessary prior to the sale of units to Workforce Households.

Possible Alternatives.

Council has two possible alternatives.

1. Approve all documents as presented.
2. Approve the Special Restrictions, Ground Lease Termination, and Warranty Deed as presented. Approve the Employee Rights of First Purchase for all units in the development with the *exclusion* of an exemption from the income requirement (75% household income earned locally) for those owners using an EROP.

Comprehensive Plan & Priority Alignment.

Comprehensive Plan

- Principle 5.1: Maintain a diverse population by providing workforce housing.
- Principle 5.3: Reduce the shortage of housing that is affordable to the workforce.
- Principle 5.4: Use a balanced set of tools to meet our housing goals.

Fiscal Impact.

No impact to the Town.

Staff Impact.

Housing staff have spent approximately 2 hours on this item. Town Legal staff have spent approximately 6 hours on this item.

Attachments or Links.

- Special Restrictions for Workforce Ownership Housing Located at 440 West Kelly Condominiums Addition to the Town of Jackson
- Employee Rights of First Purchase Agreement for 440 West Kelly Condominiums
- Termination of Ground Lease Agreement for Kelly Place Condominiums
- Warranty Deed for Lots 3 and 4 of Block 6 of the Fourth Karns Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on June 7, 1955 as Plat No. 143

Suggested Motion.

I move to approve the following documents subject to minor edits by the Town Attorney, and authorize the Mayor to sign them:

1. Special Restrictions for Workforce Ownership Housing Located at 440 West Kelly Condominiums Addition to the Town of Jackson.
2. Employee Rights of First Purchase Agreement for 440 West Kelly Condominiums.
3. Termination of Ground Lease Agreement for Kelly Place Condominiums.
4. Warranty Deed for Lots 3 and 4 of Block 6 of the Fourth Karns Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on June 7, 1955 as Plat No. 143.

**Special Restrictions
For Workforce Ownership Housing
Located at**

**Insert property address insert Town of Jackson or Teton County,
Wyoming**

These Special Restrictions for Workforce Ownership Housing (“Special Restrictions”) are made this ____ day of _____, 2023 (the “Effective Date”), by the undersigned Owner (“Owner”) and the Town of Jackson, a municipal corporation of the State of Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in the Town of Jackson, Wyoming, and more specifically described as the 440 West Kelly Condominiums Addition to the Town of Jackson, according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof, and more specifically described on Exhibit A, attached hereto and incorporated herein by (“Land”);

WHEREAS, as a condition of its approval to develop the 440 West Kelly Condominium Addition to the Town of Jackson as set forth in the Ground Lease for Kelly Place Condominiums (collectively, “Approval”), Owner was required to provide *Workforce Ownership Housing in accordance with the Approval*;

WHEREAS, Owner is restricting the following units within the 440 West Kelly Condominium Addition to the Town of Jackson (each a “Residential Unit” and collectively the “Residential Units”):

1. Unit 1A, with one (1) bedroom.
2. Unit 1B, with one (1) bedroom.
3. Unit 2A, with two (2) bedrooms.
4. Unit 2B, with two (2) bedrooms.
5. Unit 2C, with two (2) bedrooms.
6. Unit 2D, with two (2) bedrooms.
7. Unit 2E, with two (2) bedrooms.
8. Unit 2F, with two (2) bedrooms.
9. Unit 3A, with two (2) bedrooms.
10. Unit 3B, with two (2) bedrooms.
11. Unit 3C, with two (2) bedrooms.
12. Unit 3D, with two (2) bedrooms.

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, known as the Jackson/Teton County Housing Authority (“JTCHA”);

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department (“Housing Department”) who are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce these Special Restrictions;

WHEREAS, the Owner is also the developer of the Residential Unit. As a condition of the Approval, the

Owner is required to record these Special Restrictions after construction of the Units, immediately after recordation of the Plat. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the Owner may still hold title to the Residential Unit at the time these Special Restrictions are filed. To be clear, when used in this Agreement, the term "Owner" shall refer to the Owner signing these Special Restrictions or a lender succeeding by virtue of foreclosure to these restrictions and the term "owner" shall refer to any owner who owns the Residential Unit subsequent to the Owner;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of Approval, and consistent with the Town of Jackson's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and Land, and shall be enforceable by the Housing Department and the Town of Jackson, Wyoming;

RESTRICTIONS:

NOW THEREFORE, in satisfaction of the conditions in the Approval, and in further consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the Land and each Residential Unit shall be owned, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS. References made herein to the "Rules and Regulations" are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures and guidelines are on file with the Housing Department or otherwise with the Town of Jackson, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations. In the case of a conflict between these Special Restrictions and the Rules and Regulations, these Special Restrictions shall apply.

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

A. Qualified Household. The ownership, use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations ("Qualified Household"). Notwithstanding the foregoing, it is understood and acknowledged by the parties that upon recordation of these Special Restrictions the Owner may still hold title to the Residential Unit. If Owner still holds title to the Residential Unit at the time the Special Restrictions are recorded, the Owner is not required to be a Qualified Household. However, Owner understands and acknowledges that it is required to use commercially reasonable efforts to sell the Residential Unit to a Qualified Household in accordance with the terms and conditions contained herein within one (1) year from the date a certificate of occupancy is

issued on a Residential Unit ("Initial 12 Months"). If, after the Initial 12 Months ("First Sales Period 12"), Owner is unable to sell the Residential Unit, the Owner's deadline to sell the Residential Unit shall be extended by 18 months from the last day of the First Sales Period 12 ("Second Sales Period 18"). During the Second Sales Period 18 and prior to Initial Sale, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling the Residential Unit during this time period, subject to any applicable leases. Notwithstanding the foregoing, the parties acknowledge that market and economic forces beyond the control of any parties may impact Initial Sale of the Residential Unit. Therefore, in the event the Wyoming Cost of Living Index Northwest Region as published by the Wyoming Department of Administration & Information, Economic Analysis Division declines by at least 2% for 3 quarters or more during the Second Sales Period 18, the Owner's deadline to sell the Residential Unit at its chosen price shall be extended by another 12 months ("Third Sales Period 12"). In the Third Sales Period 12, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling the Residential Unit during this time period, subject to any applicable leases.

If, after the Second Sales Period 18 (or after the Third Sales Period 12 if triggered), Owner remains unable to sell the Residential Unit at its chosen price, the Town of Jackson or the Housing Department will have the right to order an appraisal that will be paid for by Owner ("First Appraisal"). Such appraisal will be performed recognizing the deed restrictions on the Residential Unit. If the First Appraisal is less than the Owner's selling price at the time of the First Appraisal, the Owner will be required to adjust the selling price accordingly, will list the Residential Unit for sale at or below the appraised value from the First Appraisal, and the Owner's deadline to sell the Residential Unit shall be extended by 12 months from the date the appraisal is received ("Fourth Sales Period 12"). In this period, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling a Residential Unit during this time period, subject to any applicable leases. If, after the appraisal and expiration of the Fourth Sales Period 12, the Residential Unit has not sold at the appraised price, then a second appraisal shall be ordered ("Second Appraisal"). The Second Appraisal will be performed recognizing the deed restrictions on the Residential Unit. If the Second Appraisal is less than the First Appraisal, the Owner will be required to adjust the selling price accordingly. If the Second Appraisal is more than the First Appraisal, the selling price shall be reduced by 10% below the First Appraisal. In this period, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling a Residential Unit during this time period, subject to any applicable leases.

For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional 2 years from the recordation of a foreclosure deed to sell the Residential Unit to a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

1 Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.

A.) A local business means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.

Or

B.) A business physically located in Teton County Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County Wyoming to perform their job.

2 Income Requirement: The entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a local business, as defined above.

3 No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.

4 Determination by the Housing Department. The Housing Department shall determine whether a prospective occupant is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.

5 Continuing Obligation to Remain a Qualified Household. Households residing in the Residential Unit shall satisfy the definition of a Qualified Household at all times during occupancy of the Residential Unit.

B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson or the Housing Department, or any person affiliated with the Town of Jackson or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of the Town of Jackson or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.

C. Ownership by Housing Department. Notwithstanding the foregoing, the Housing Department may purchase and own the Residential Unit.

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT. The provisions contained in this Section apply before and after the Initial Sale of the Residential Unit. "Initial Sale" is defined in this Agreement to be the sale of the Residential Unit from the Owner to a purchaser who shall subsequently become an 'owner'. While Owner is not a Qualified Household, if the Owner rents the Residential Unit to a tenant prior to Initial Sale, the tenant must be a Qualified Household. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Occupancy.

1 Occupancy by Qualified Household. The Residential Unit may only be occupied by a Qualified Household, shall be such Qualified Household's sole and exclusive primary residence, and each Qualified Household occupying the Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such requirement does not violate federal or state fair housing laws.

2 Occupancy by Tenant. The Residential Unit occupied by a tenant shall be the Qualified

Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit. Only members of the Qualified Household may occupy a Residential Unit.

B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.

C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of thirty (30) cumulative days per calendar year.

D. Renting. Owner or an owner may rent the Residential Unit to a Qualified Household after verification and qualification of eligibility by the Housing Department.

E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than thirty-one (31) days.

F. Vacancies. After the Initial Sale, the Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.

G. Maintenance. Owner or an owner shall take good care of the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, Owner or an owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.

H. Capital Improvements. Owner or an owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at Resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.

I. Insurance. Owner or an owner shall keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the Residential Unit.

J. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.

K. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the Rules and Regulations and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, an Owner or owner shall comply, and shall cause all occupants to comply, with any reporting or inspection requirements as set forth herein and as

may be required by the Housing Department from time to time. Upon reasonable notice to an Owner or owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by an Owner or owner. An Owner or owner shall maintain such records for a period of two (2) years.

SECTION 4. TRANSFER LIMITATIONS. Residential Unit(s) may only be sold in accordance with Sections 5, 6 and 7 below or transferred in accordance herewith as follows:

A. Divorce. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

B. Death. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the death of an owner, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

C. Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with these Special Restrictions and the Rules and Regulations, or in the alternative, the Housing Department may exercise its option herein to purchase the Residential Unit. The following shall apply when the Housing Department determines there is a Nonqualified Transferee:

1 The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household.

2 If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance or transfer.

3 A Nonqualified Transferee shall comply with these Special Restrictions, the Rules and Regulations, the Declaration, zoning and all Laws governing the ownership, occupancy, use, development or transfer of the Residential Unit, and further may only occupy the Residential Unit with the prior written consent of the Housing Department

SECTION 5. INITIAL SALE OF THE RESIDENTIAL UNIT. At Initial Sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as Owner and prospective buyer may determine and subject to these Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (30) days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

SECTION 6. RESALE OF RESIDENTIAL UNIT. For the purposes of this Agreement, "Resale" shall mean all sales subsequent to the Initial Sale. At Resale, an owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the "Notice to Sell"), and after receipt of such notice,

the Housing Department shall determine the "Maximum Resale Price," as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department's determination of the Maximum Resale Price, the resale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such Resale of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer's Acknowledgment of Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 7. MAXIMUM RESALE PRICE. This Section shall apply only to a Resale of the Residential Unit. To further the Town of Jackson's goal of providing affordable housing, after the Initial Sale, a Residential Unit may not be sold for a purchase price in excess of the "Maximum Resale Price." The Maximum Resale Price is the current owner's purchase price plus an increase in price of the Denver-Boulder-Greeley CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (3%), whichever is lower, per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole and absolute discretion. Finally, to ensure that the Resale price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the Housing Department, shall be final and binding on all parties.

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTY THAT UPON THE RESALE OF A RESIDENTIAL UNIT, AN OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.

SECTION 8. DEFAULT. Each of the following shall be considered a default ("Default") subsequent to notice and opportunity to cure that is consistent with the Rules and Regulations:

A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.

B. Vacancy of a Residential Unit for more than sixty (60) days continuously.

C. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. An Owner or owner shall notify the Housing Department in writing of any notification received from any lender or third party of past due payments or default in payment or

other obligations due or to be performed within five (5) calendar days of an Owner or owner's notification.

D. If the Residential Unit is taken by execution or by other process of law, or if an Owner or owner is judicially declared insolvent according to law, or if any assignment is made of the property of an owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or an Owner or owner's property by a court of competent jurisdiction.

E. Fraud or misrepresentation by purchaser, the Owner, a subsequent owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a designee of the Housing Department, shall send written notice to Owner or the then current owner of such violation, the required action to cure and the timing for such cure. If Owner or owner disputes the Housing Department's decision, Owner or owner shall proceed in accordance with the Rules and Regulations.

SECTION 9. DEFAULT REMEDIES. In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Purchase Option.

1 The Housing Department shall have the option to purchase a Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 6 and 7 herein ("Option"). If the Option is exercised on a Residential Unit prior to Initial Sale and a loan described in Section 10(A)(1) is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest and reasonable costs of such loan, regardless of any other provision of these Special Restrictions ("Purchase Price"). If the Owner has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against some of the remaining Residential Units (those which have not had an Initial Sale), the Option Purchase Price shall be prorated. In such event, the formula for establishing the Housing Authority's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x [6/(16-4)]...Purchase Price x .50.

2 If the Housing Department desires to exercise its Option, the Housing Department shall provide written notice to Owner or owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. The Option must be exercised within ninety (90) days from receipt of a notification of borrower Default or the property foreclosure.

B. Forced Sale. The Housing Department may require an owner to sell the Residential Unit in accordance with the Resale procedures set forth in these Special Restrictions and the Rules and Regulations. Such sale shall be subject to these Special Restrictions.

C. Whether the Housing Department elects to exercise its Option or to force a sale in accordance herewith, all proceeds, unless otherwise required by statute, will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);

FOURTH, to the payment of the closing costs and fees;

FIFTH, to the two percent (2%) facilitation fee to the Housing Department;

SIXTH, to the payment of any penalties assessed against Owner or owner by the Housing Department;

SEVENTH, to the repayment to the Housing Department of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made on Owner or owner's behalf;

EIGHTH, to any repairs needed for the Residential Unit; and

NINTH, any remaining proceeds shall be paid to Owner or owner.

If there are insufficient proceeds to satisfy the foregoing, Owner or owner shall remain personally liable for such deficiency.

D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Resale, an owner hereby irrevocably appoints the then-serving Housing Manager as such owner's attorney-in-fact to effect any such purchase or sale on owner's behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as the Housing Department may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

F. Equitable Relief. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

G. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 10. QUALIFIED MORTGAGE.

A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber a Residential Unit. A "Qualified Mortgage" is a mortgage that:

1 (i) Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which have a maximum loan to value ratio of One Hundred percent (100%); or (ii) is an owner's mortgage and the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and

2 runs in favor of a "Qualified Mortgagee," defined as:

i. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or

ii. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or

iii. A non-affiliated, legitimate, "finance company." In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with an Owner or owner or any family member of Owner or owner; or

iv. JHTCA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit; and

v. the provider of a loan as described in Section 10(A)(1)(i).

B. Any mortgage, lien or other encumbrance executed or recorded against a Residential Unit that is not a Qualified Mortgage shall:

1 be deemed unsecured; and

2 only be a personal obligation of Owner or owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a default hereunder and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right of the Housing Department to purchase and to force a sale.

C. In the event Owner or an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, the Housing Department shall have (in addition to the any other remedies) the right to:

1. Cure such default and assume the payments and other obligations of Owner. In such event, Owner or owner shall be in default of these Special Restrictions, and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its Option to purchase and its right to force a sale. In addition to such remedies, Owner or owner shall also be liable to the Housing Department for any amounts advanced.

2. Acquire the loan from the lender by paying the balance due together with accrued interest and reasonable costs, and the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the Housing Department shall determine.

3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these Special Restrictions.

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH AN OWNER OF A RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING AND ACKNOWLEDGES THAT ANY INTEREST ACQUIRED BY VIRTUE OF ITS LIEN OR MORTGAGE SHALL BE SUBJECT AND SUBORDINATE TO THESE SPECIAL RESTRICTIONS.

SECTION 11. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

A. Termination by the Town of Jackson. These Special Restrictions may be terminated after a determination by the Town of Jackson that these Special Restrictions are no longer consistent with the Town's goals for affordable housing.

B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:

1 The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an owner.

2 The Housing Department did not exercise its rights as provided in Section 10, Qualified Mortgage.

3 Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Owner or an owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or owner or any member of the Qualified Household, or (iv) the Housing Department.

4 In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner or owner of the foreclosed Residential Unit.

5 Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an

owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's or an owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

Nothing herein shall limit or restrict Owner's or an owner's right of statutory redemption, in which event, if Owner or an owner redeems, these Special Restrictions shall remain in full force and effect.

C. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and any subsequent owner of the Residential Unit, and recorded in the Teton County Clerk's Office against the title to the Land, in whole or in part, with the written consent of Owner or any subsequent owner of the Residential Unit and the Town of Jackson, Wyoming.

D. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 12. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and the Town of Jackson.

SECTION 13. NOTICES. All notices required to be served upon the parties to these Special Restrictions shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address in the manner provided for giving notice.

To Housing Department

Jackson/Teton County Affordable Housing Department
P.O. Box 714 Jackson, WY 83001

With a Copy to:

Town of Jackson
Attn: Town Clerk
PO Box 1687
Jackson, WY 83001

To Owner

To the address of record in the Teton County Assessor/Clerk's office

SECTION 14. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by

the court for attorney's fees and costs of litigation.

SECTION 15. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner or owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 16. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 17. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 18. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 19. INDEMNIFICATION. Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever, unless such damage or injury is caused by the willful act or gross neglect of the Town, its employees or agents, on or about the Residential Unit, or for Owner's or an owner's breach of any provision of these Special Restrictions. Owner or owner waives any and all such claims against the Housing Department and the Town of Jackson, unless otherwise provided herein.

SECTION 20. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 21. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson nor the Housing Department waives governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

**440 W Kelly Partners, LLC,
a Wyoming limited liability company**

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

Witness my hand and official seal.

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TOWN OF JACKSON:

By: Hailey Morton Levinson, Mayor

ATTEST

Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Hailey Morton Levinson, Mayor for the Town of Jackson, Teton County, Wyoming, and Riley Taylor, Town Clerk for the Town of Jackson, a Wyoming municipality and known to me, or proven by satisfactory evidence, to be the Mayor that executed the foregoing and acknowledged said instrument to be the free and voluntary act and deed, by authority of Statute of said municipality, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the Town of Jackson, Wyoming.

(seal)

Notary Public

(Acknowledgement as to form)

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

Witness my hand and official seal.

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EXHIBIT A

440 West Kelly Condominiums Addition to the Town of Jackson, according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof, which includes the following units:

Unit 1A – PIDN: _____

Unit 1B – PIDN: _____

Unit 2A – PIDN: _____

Unit 2B – PIDN: _____

Unit 2C – PIDN: _____

Unit 2D – PIDN: _____

Unit 2E – PIDN: _____

Unit 2F – PIDN: _____

Unit 3A – PIDN: _____

Unit 3B – PIDN: _____

Unit 3C – PIDN: _____

Unit 3D – PIDN: _____

EMPLOYEE RIGHT OF PURCHASE AGREEMENT
440 WEST KELLY CONDOMINIUM ADDITION TO THE TOWN OF JACKSON

THIS EMPLOYEE RIGHT OF PURCHASE AGREEMENT (this “**Agreement**”) is made effective as of the date this Termination Agreement is recorded in the land records of Teton County, Wyoming (the “**Effective Date**”) by and between the Town of Jackson, a Wyoming municipal corporation (the “**Town**”), a Wyoming municipal corporation, and 440 W Kelly Partners LLC, a Wyoming limited liability company, and its heirs, successors and assigns (the “**Developer**”).

RECITALS

WHEREAS, the Town is a duly constituted municipality in the State of Wyoming with all powers set forth in Title 15 of the Wyoming State statutes and all other applicable legal provisions; and

WHEREAS, Developer is a Wyoming limited liability company constituted pursuant to Wyo. Stat. §17-29-101 et. seq.; and

WHEREAS, the Town has determined the shortage of affordable housing opportunities is a growing burden and part of its governmental function; and

WHEREAS, Developer is the owner of that certain real property known as the 440 West Kelly Condominium Addition to the Town of Jackson, according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof and more specifically described on Exhibit A, attached hereto and incorporated herein by reference (the “**Property**”); and

WHEREAS, in consideration of the Town’s contributions to the development of the Property as further detailed in the Ground Lease recorded in the Office of the Teton County, Wyoming Clerk on July 31, 2020 as Document Number 995408 and on August 27, 2020 as Document No. 997345 (collectively, the “**Ground Lease**”), the Developer desires to convey to the Town four (4) revolving first options for qualified Town employees to purchase a condominium unit at the Property (each a “**Residential Unit**”), subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated by reference, and the mutual promises and covenants herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Developer agree as follows:

AGREEMENT

1. **EMPLOYEE RIGHTS OF PURCHASE.** Developer hereby grants to the Town four (4) revolving rights of first purchase, each and all of which are superior to any other revolving rights of purchase in existence now or in the future, for qualified Employees (defined below) to purchase a Residential Unit, subject to the terms and conditions of this Agreement (each an “**EROP**” and collectively, the “**EROPs**”). For purposes of this Agreement, an “**Employee**” shall be defined as an individual employed by the Town of Jackson that meets all of the requirements for the ownership of the Residential Unit adopted by the Town and by the Jackson / Teton County Housing Department (“**JTCHD**”); provided, however, that an Employee does not need to comply with any income qualifications of the JTCHD.

A. **First Purchase Terms.** EROPs are triggered by several events, including but not limited to, Developer listing a Residential Unit for sale when fewer than four (4) units have undergone “Initial Sale” as defined in the Ground Lease (a “Sale Event”), or the delivery of notice to the JTCHD of a current owner of a Residential Unit’s desire to sell said Residential Unit (a “Re-Purchase Event”). If there is an available EROP at the time of a Sale Event or Re-Purchase Event, the following requirements shall apply:

- (i) Upon the occurrence of a Sale Event or a Re-Purchase Event, Developer (in the case of a Sale Event) or the JTCHD (in the case of a Re-Purchase Event), shall deliver notice to the Town of such event (the “Notice”). Upon delivery of Notice, the Town shall have ten (10) days to notify either Developer or the JTCHD, as applicable, in writing that the Town has an Employee interested in looking at the subject Residential Unit (the “Interest Notice”). If the Town delivers the Interest Notice, the interested Employee shall have ten (10) days from the delivery of the Interest Notice to determine if said Employee would like to purchase the Residential Unit and to sign a binding purchase contract (the “Exclusive Purchase Option Period”). If the Employee signs the purchase contract within the Exclusive Purchase Option Period, the Town shall be deemed to have exercised its applicable EROP for the subject Residential Unit.
- (ii) If the Town exercises its EROP for an Employee to purchase the Residential Unit, such purchase shall be completed by the Employee pursuant to Section 2 of this Agreement and the terms and conditions set forth in the deed restriction encumbering the Residential Unit.

B. **Waiver; EROP Reviving Event.** If the Town does not timely deliver the Interest Notice, or if the Employee does not sign the binding purchase contract for the purchase of the Residential Unit within the Exclusive Purchase Option Period, or if the Employee fails to complete the purchase of the Residential Unit pursuant to Section 2, the terms of the binding purchase contract, and this Agreement, then (1) in the case of a Sale Event, the Developer is free the subject Residential Unit to sell to another qualified buyer, or (2) in the case of a Resale, JTCHD shall facilitate the purchase of the subject Residential Unit to another qualified buyer, and each party hereto shall have no further rights or obligations to the other party with respect to the subject Residential Unit. Under either scenario (1) or (2) in the preceding sentence, thereafter, the Town will have an EROP on the next available Residential Unit that becomes available pursuant to a Sale Event or Re-Purchase Event until the Town exercises the applicable EROP and an Employee purchases a Residential Unit as a result thereof. After the Town exercises the applicable EROP and an Employee purchases a Residential Unit as a result thereof, the applicable EROP shall be stayed until the earlier to occur of the following events (each an “EROP Reviving Event”): (i) the Town notifies the JTCHD that the Employee that owns the Residential Unit that was purchased as a result of the Town exercising the applicable EROP is no longer employed by the Town; or (ii) the Employee that owns the Residential Unit that was purchased as a result of the Town exercising the applicable EROP sells the subject Residential Unit.

2. **CLOSING PROCEDURES FOR EXERCISE OF EROP.** The purchase of the Residential Unit by an Employee shall occur as follows:

A. For a Sale Event, the Employee shall have the opportunity to complete the purchase at the price set by Developer in accordance with any Rules and Regulations as adopted by the JTCHD, provided that an Employee does not need to comply with any income qualifications of the JTCHD.

B. For a Re-Purchase Event, the Employee shall purchase the Residential Unit at the Maximum Resale Price, as applicable, as such terms is defined in any applicable deed restriction for the subject Residential Unit, and all amendments thereto, and the closing shall be completed in accordance with any applicable timelines and procedures set forth in any applicable deed restriction and any rules and regulations adopted by the JTCHD and as amended from time to time.

C. Whenever an EROP is exercised, the Employee shall be required to close the transaction within 30 calendar days of signing the purchase contract for the Residential Unit. In the event such period ends on a weekend or federal holiday, the time period shall be extended to the next business day.

D. In the event an Employee cannot close on an EROP, the Employee may assign its purchase contract to another Employee by providing notice of the same to the Developer or JTCHD, as applicable, and the time period to close such transaction shall be extended by another 14 calendar days. Thereafter, the EROP shall expire as to that subject Residential Unit.

3. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement embodies and constitutes the entire understanding between the parties with respect to the option and terms contemplated herein and all prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

4. **APPLICABLE LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming. Time is of the essence of this Agreement.

5. **HEADINGS; BINDING EFFECT.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns, provided that no assignment shall be made except in accordance with the provisions hereof.

6. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

7. **INTERPRETATION; SEVERABILITY; CONSTRUCTION.** Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The parties

acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

8. **ENFORCEMENT.** If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees.

9. **GOVERNMENTAL IMMUNITY.** The Town does not waive its governmental immunity by entering into this Agreement and specifically retains immunity and defenses available to it as a governmental entity pursuant to Wyo. Stat. Ann. §1-39-101, *et seq.*, and all other state law.

10. **NOTICES.** Notices hereunder shall be given only by hand delivery or certified letter and shall be deemed given when received, if hand delivered, or when the letter (sent certified mail, return receipt requested, addressed as set forth below) is deposited in the mail. All notices required or permitted by any provision of this Agreement shall be directed as follows:

To Developer at: 440 W Kelly Partners, LLC
Attn: Jacob Roller
30 S. 15th Street, Floor 15
Philadelphia, PA 19102
jacob@rollerdevelopment.com

To Town of Jackson: Town of Jackson
Attn: Town Clerk
P.O. Box 1687
Jackson, Wyoming 83001
clerk@jacksonwy.gov

To JTCHD: Jackson / Teton County Housing Department
P.O. Box 714
Jackson, Wyoming 83001
aprilnorton@jacksonwy.gov

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

[Signatures appear on the following page.]

TOWN:

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, as Mayor, and Riley Taylor, as Town Clerk, respectively, of the Town of Jackson, each who are personally known to me or who provided sufficient evidence of their identity to me, this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public
My Commission Expires:_____

DEVELOPER:

**440 W Kelly Partners, LLC,
a Wyoming limited liability company**

By: _____
Jacob Roller, Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Jacob Roller in his capacity as Manager of 440 W Kelly Partners, LLC, a Wyoming limited liability , this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public
My Commission Expires: _____

EXHIBIT A
Legal Description of the Property

TERMINATION OF GROUND LEASE AGREEMENT

This Termination of Lease (this “**Termination Agreement**”) is made effective as of the date this Termination Agreement is recorded in the land records of Teton County, Wyoming (the “**Effective Date**”) by and between the Town of Jackson, a municipal corporation of the State of Wyoming (“**Lessor**”), and 440 W Kelly Partners LLC, a Wyoming limited liability company (“**Lessee**”).

RECITALS

WHEREAS, Lessor and Lessee entered into an agreement entitled Ground Lease dated June 25, 2020 recorded in the land records of Teton County, Wyoming as Document No. 995408 on July 7, 2020 (the “**Ground Lease**”).

WHEREAS, Lessor and Lessee mutually desire to terminate the Ground Lease.

NOW, THEREFORE, Lessor and Lessee agree as follows:

AGREEMENT

1. **Effective Date.** This Termination Agreement shall be effective as of the Effective Date.
2. **Termination of Lease.** As of the Effective Date, the Ground Lease shall be terminated. Termination of the Ground Lease shall not release Lessee from any provisions in the Lease that survive termination as stated in the Ground Lease.
3. **Execution in Counterpart.** This Termination Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
4. **Applicable Law.** This Termination Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.
5. **Miscellaneous.** This Termination Agreement shall be construed according to its fair meaning as if prepared by both parties. In any action or proceeding by either party to enforce this Termination Agreement or any provision thereof, the prevailing party shall be entitled to all costs incurred (including expert witness fees) and to any reasonable attorneys' fees incurred. Lessee record this Agreement in the Official Records of Teton County, at Lessee's expense.

LESSOR:

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

Attest:

Riley Taylor, Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Hailey Morton Levinson, as Mayor for the Town of Jackson, Wyoming, and Riley Taylor, as Town Clerk for the Town of Jackson, Wyoming, who are each personally known to me or have each established their identity and authority to me by reasonable proof.

Witness my hand and official seal.

(Seal)

Notary Public

LESSEE:

**440 W Kelly Partners LLC,
a Wyoming limited liability company**

By: _____
Jacob Roller, Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Jacob Roller in his capacity as Manager of 440 W Kelly Partners LLC, a Wyoming limited liability company, who is personally known to me or has established their identity and authority to me by reasonable proof.

Witness my hand and official seal.

(Seal)

Notary Public

WARRANTY DEED

The Town of Jackson, a Wyoming municipal corporation, whose address is P.O. Box 1687, Jackson, Wyoming, 83001, GRANTOR, for and in consideration of TEN DOLLARS AND NO CENTS (\$10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, CONVEYS AND WARRANTS to 440 W Kelly Partners LLC, a Wyoming limited liability company, whose address is P.O. Box 13707, Jackson, Wyoming 83002, GRANTEES, the following-described real property, situated in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lots 3 and 4 of Block 6 of the Fourth Karns Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on June 7, 1955 as Plat No. 143.

PIDNs: 22-41-16-33-1-69-001
 22-41-16-33-1-69-002

Together and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of sight and/or record.

WITNESS the hand of the Grantor on the date set forth below.

GRANTOR:

TOWN OF JACKSON,
a Wyoming municipal corporation

By: _____
Hailey Morton Levinson, Mayor

ATTEST:

By: _____
Riley Taylor, Town Clerk

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

This instrument was acknowledged before me on this ____ day of _____, 2023 by Hailey Morton Levinson, as Mayor of the Town of Jackson, and Riley Taylor, as the Town Clerk of the Town of Jackson.

Notary Public
My commission expires: _____

STAFF REPORT



Meeting Date:	February 21, 2023	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Brian Lenz, Town Engineer
Agenda Item:	2023 Chip Seal Contract Award	Public Comment:	Yes

Purpose & Policy Considerations.

Council consideration of approval of award of contract for the 2023 Chip Seal Project (TOJ Project 23-08).

Requested Action.

Staff requests Council award the contract.

Recommendations.

Staff recommends that Town Council award the contract for 2023 Chip Seal to **Evans Construction Company**.

Background.

In an effort to reduce future street maintenance demands and reduce potholes, the Public Works department began a chip seal program in 2013.

To extend the life of a roadway and reduce the amount of patching required, chip sealing is typically used on roadways that have been in place for approximately 5 to 7 years. The top coating of the roadway surface significantly reduces the degradation of the roadway surface and provides a sealing element that restricts water infiltration into the road's base course which in turn reduces the potential for the formation of potholes.

The Town has received public comment in the past related to chip sealing not being compatible with some forms of multimodal transportation, particularly impacting use by skateboards, roller blades and the like. Other commenters have expressed concern for chips exacerbating injury if a kid on a bike falls onto a newly chip sealed street surface. Following the first year of use and snow plowing the rough texture mellows and eventually is no longer discernable.

Studies show that the implementation of a chip seal program can extend the service life of a roadway up to and possibly exceeding a 40-year lifespan as compared to a standard 20-year lifespan of a non-treated roadway. Chip sealing costs have increased from approximately \$0.70/SF to \$0.80/SF, whereas patching of a roadway costs nearly \$9.00/SF and an overlay about \$3.00/SF. Over time, it is the Public Works Department's goal to complete sealing of all Town streets once every seven years. The long-term cost savings should be significant for the Town should this program continue.

The chip seal project shall be completed with the application of 3/8" chips on tack coated roadway surface, and two layers of 3/8" chips on alley ways. Once the chips are applied, they will be compacted with a heavy wheel roller. Once the chips have been applied and rolled, they will remain in place on the roadway to be further compacted by normal traffic for several days. Road markings covered by the application will be re-painted. Town crews will then use street sweepers to clean loose chips from the surface of the roadway.

The roadways to be complete this year are included in the list below:

- TBD

The project should take approximately five days to place the chips and re-mark roadways, five days to allow vehicle traffic to further compact the chips before the Town crews use sweepers to clean up the loose chips.

The project is scheduled to be completed by August 31, 2023.

The project was advertised in the JH News & Guide Weekly for two weeks beginning January 11, 2023. On January 26, 2023, the Town received bids for the project.

Analysis.

This year's target quantity and basis of the bid request was 350,000 square feet of chip seal throughout town. The Town received one construction bid for the project on January 27, 2023.

1) Evans Construction Company

Bid Total: \$ 275,160.00

Evans Construction Company is the only local contractor that does this type of work, and typically the only bid we receive is from them. In past years we have seen interest from some regional companies but to date Evans has performed all of the Town's chip seal contracts.

Possible Alternatives.

- Award the contract.
- Council may deny the 2023 Chip Seal Project and not award the contract.
- Continue the item until July for award after the FY 2024 budget is approved.

If this project is not approved it would create a backlog of roadway maintenance projects and possibly exacerbate the current issues intended to be addressed through this project, thereby increasing the future funding necessary to put the Town's streets back into a state of good repair.

Comprehensive Plan & Priority Alignment.

This project supports the Town Comprehensive Plan under Quality of Life: Common Value 3.

- Principle 8.2 – Coordinate the provision of infrastructure and facilities needed for service delivery.
 - Policy 8.2.b: Design critical infrastructure and facilities for the peak effective population

Strategy 8.2.S.1: Coordinate the creation and maintenance of communitywide Major Capital Project List for all services listed in Principle 8.1.

Fiscal Impact.

The project will be funded out of the FY24 Annual Streets Reconstruction fund after the budget is adopted. In the event that, the Annual Street Reconstruction Fund is not funded the contract provides for the Town to Terminate for convenience at no cost.

Staff Impact.

Some coordination between the Contractor, PW Street and Engineering staff will be necessary. It is estimated that 5-10 hours of PW staff time shall be required the month prior to construction and 15-20 hours per week during the week of construction. Additionally, PW staff will spend 8-16 hours sweeping excess chips from the roadways.

Attachments or Links.

None.

Suggested Motion.

I move to approve the award of the 2023 Chip Seal Project to **Evans Construction Company**, of Jackson, Wyoming in the amount of **\$275,160.00**, and authorize the Mayor to execute the contract subject to final approval of the Town Attorney and Town Engineer.

STAFF REPORT



Meeting Date:	February 21, 2023	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Brian Lenz, Town Engineer
Agenda Item:	2023 Spring Street Patching Contract Award	Public Comment:	Yes

Purpose & Policy Considerations.

Council consideration of award of contract and approval of financing for Spring Street Patching (TOJ Project 23-09).

Requested Action.

Staff requests Council award the contract.

Recommendations.

Staff recommends that Town Council approve the use of FY23 Annual Street Reconstruction funds to award in full the contract for Spring Street Patching to Knife River Corporation – Mountain West.

Background.

The Spring and Fall patching programs have been in place for many years in an effort to address spot locations within the Town of Jackson's road network that are deteriorating. Spring patching locations are throughout Town and determined early in the spring after the snow and ice have melted. The spring patching work is required to be performed between April 17 and May 26, 2023.

The project was advertised in the JH News & Guide Weekly for two weeks beginning January 11, 2023.

Analysis.

This year's target quantity and basis of the bid request was 30,000 square feet of patching throughout town. The Town received construction bids for the project on January 26, 2023. A total of 3 bids were received.

- | | |
|--|---------------------|
| 1. Knife River Corporation – Mountain West, Boise, Idaho | \$232,150.00 |
| 2. Avail Valley Construction-WY, LLC, Jackson, Wyoming | \$346,300.00 |
| 3. Evans Construction Company, Jackson, Wyoming | \$421,805.00 |

Knife River Corporation – Mountain West of Boise, Idaho was found to be the lowest responsive bidder.

This is the first time Knife River has been the responsive low bidder on a Town project. Staff has discussed the patching program with the contractor and followed up on their references. They most recently performed the heavy civil construction on the most recent airport project. Working with a new contractor will likely require more staff time during construction.

Alternatives (Optional).

Council may instead place the 2023 Spring Street Patching Project on hold by denying the contract.

If this project is not approved it would create a backlog of roadway maintenance projects and possibly exacerbate the current issues intended to be addressed through this project, thereby increasing the future funding necessary to put the Town's streets back into a state of good repair.

Comprehensive Plan & Priority Alignment.

This project supports the Town Comprehensive Plan under Common Value #3- Quality of Life, Section 8 - Quality Community Service Provision.

Common Value #3 - Quality of Life, Section 8. Quality Community Service Provision

- Principle 8.1- Maintain current, coordinated service delivery
 - Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels
- Principle 8.2 - Coordinate the provision of infrastructure and facilities needed for service delivery
 - Policy 8.2.c: Require mitigation of the impacts of growth on service levels
- Strategy 8.1.S.3: Identify critical services and services requiring redundancy in service provision.
- Strategy 8.2.S.1: Coordinate the creation and maintenance of communitywide Major Capital Project List for all services listed in Principle 8.1.

Fiscal Impact.

The project is fully funded with the Annual Street Reconstruction line item in the adopted FY 2023 budget.

Staff Impact.

6-10 hours of staff time were needed for contract preparation, bidding, and staff reports. Some coordination between the Contractor, PW Street and Engineering staff will be necessary. It is estimated that 5-10 hours/week of PW staff time shall be required the month prior to construction and 10-20 hours per week during two to three weeks of construction.

Attachments or Links.

None.

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to approve the award of the 2023 Spring Street Patching Project to Knife River Corporation – Mountain West of Boise, Idaho in the amount of \$232,150.00, and authorize the Mayor to execute the contract subject to approval by the Town Attorney and Town Engineer.

STAFF REPORT



Meeting Date:	February 21, 2023	Meeting Title:	Regular Council Meeting
Submitting Department:	Town Clerk	Presenter:	Lynsey Lenamond
Agenda Item:	WITHDRAWAL Application for Resort Liquor License CCCs PBI LLC	Public Comment:	Yes

Purpose & Policy Considerations.

Consideration of an application for a resort liquor license. The Town Council is the local licensing authority for the issuance, renewal, and transfer of all liquor licenses within the Town of Jackson.

It is a statutory requirement for the Mayor to OPEN A PUBLIC HEARING on the issuance of liquor licenses. In accordance with our notice, and per Wyoming Statute, protests will be heard against the issuance during this hearing. Additionally, staff presentation, public comment, and Council discussion will take place during this hearing. The procedure is as follows:

1. The public hearing was opened on November 21, 2022.
2. Council moved to continue the public hearing to the February 21, 2023 Regular Council Meeting.
3. The public hearing has remained open until the February 21, 2023 Regular Council Meeting.
4. The item is being withdrawn at the February 21, 2023 Regular Council Meeting.
5. The Mayor will close the public hearing.
6. No further action is needed.

Requested Action.

To withdraw the application.

STAFF REPORT



Meeting Date:	February 21, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Planning Department	Presenter:	Katelyn Page
Agenda Item:	P22-253 Development Plan for a new 3-story mixed use building at the properties addressed 245 and 265 N. Millward St.	Public Comment:	Yes

Purpose & Policy Considerations.

A Development Plan is required in the Commercial Residential – 2 (CR-2) zoning district by the Town of Jackson Land Development Regulations (LDRs) for projects with a floor area exceeding 6,900sf. The proposed project includes 13,505sf of qualifying floor area so a Development Plan and Council review are required.

Requested Action.

The applicant is requesting approval of a Development Plan for a new 3-story mixed use building at the properties addressed 245 and 265 N. Millward Street – “Millward Street Apartments”.

Applicant is requesting to continue this item to the regularly scheduled Town Council meeting on March 20, 2023.

Suggested Motion.

I move to continue item P22-253 to the regularly scheduled Town Council meeting on March 20, 2023.

STAFF REPORT



Meeting Date:	February 21, 2023	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	Item P22-292 – Boundary Adjustment with Replat for the properties addressed 105 & 145 Mercill Avenue	Public Comment:	Yes

Purpose & Policy Considerations.

This is the Council's opportunity to review a proposed Boundary Adjustment and reconfiguration of three platted lots. The adjustment of boundaries between two or more platted lots requires a new plat approval by the Town Council according to Section 8.5.6 in the Town of Jackson Land Development Regulation (LDRs).

Requested Action.

The applicant, which is the Jackson/Teton County Affordable Department (in cooperation with the landowner, Teton County), is requesting approval of a Boundary Adjustment to reconfigure the three lots addressed as 105 and 145 Mercill Avenue (PT. LOTS 15-17, BLK.2 J.R. JONES) into two lots.

The applicant is requesting to continue this item to the regularly scheduled Town Council meeting on March 6, 2013.

Suggested Motion.

I move to continue Item P22-292 to the regularly scheduled Town Council meeting on March 6, 2013.

STAFF REPORT



Meeting Date:	February 6, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Legal/Administration	Presenter:	Tyler Sinclair & Lea Colasuonno
Agenda Item:	Request to Amend Gondola and Cougar Lease Agreement Between the Town and Snow King Mountain Resort, LLC	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to present to Council Snow King Mountain Resort, LLC's ("SKMR") request to amend it lease agreement with the Town.

Requested Action.

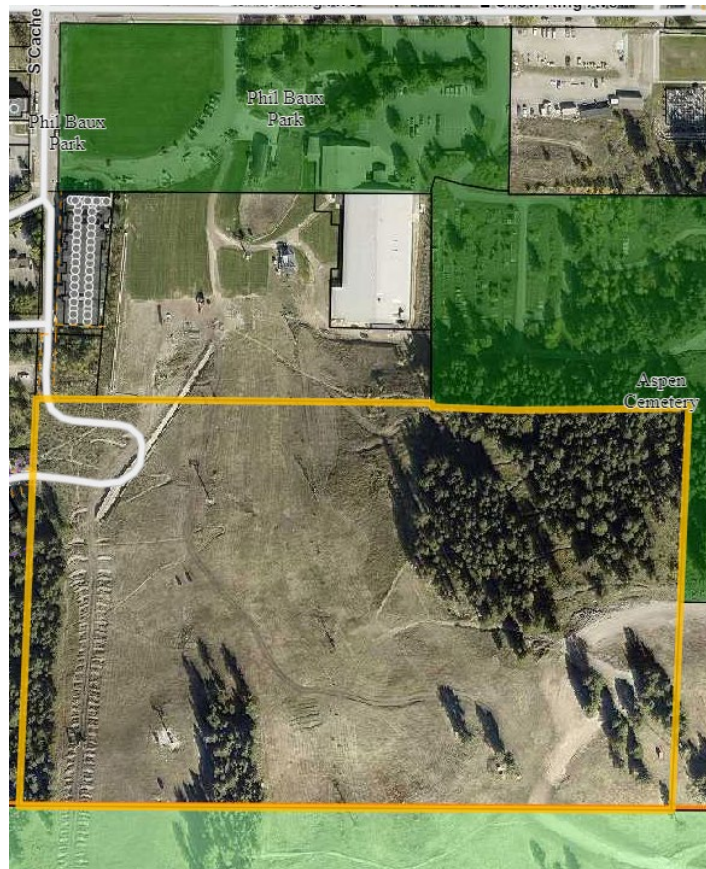
SKMR is requesting an amendment to the Gondola and Cougar Lease Agreement ("Lease") to extend the timeline for construction completion from April 26, 2023 to July 26, 2023.

Recommendation

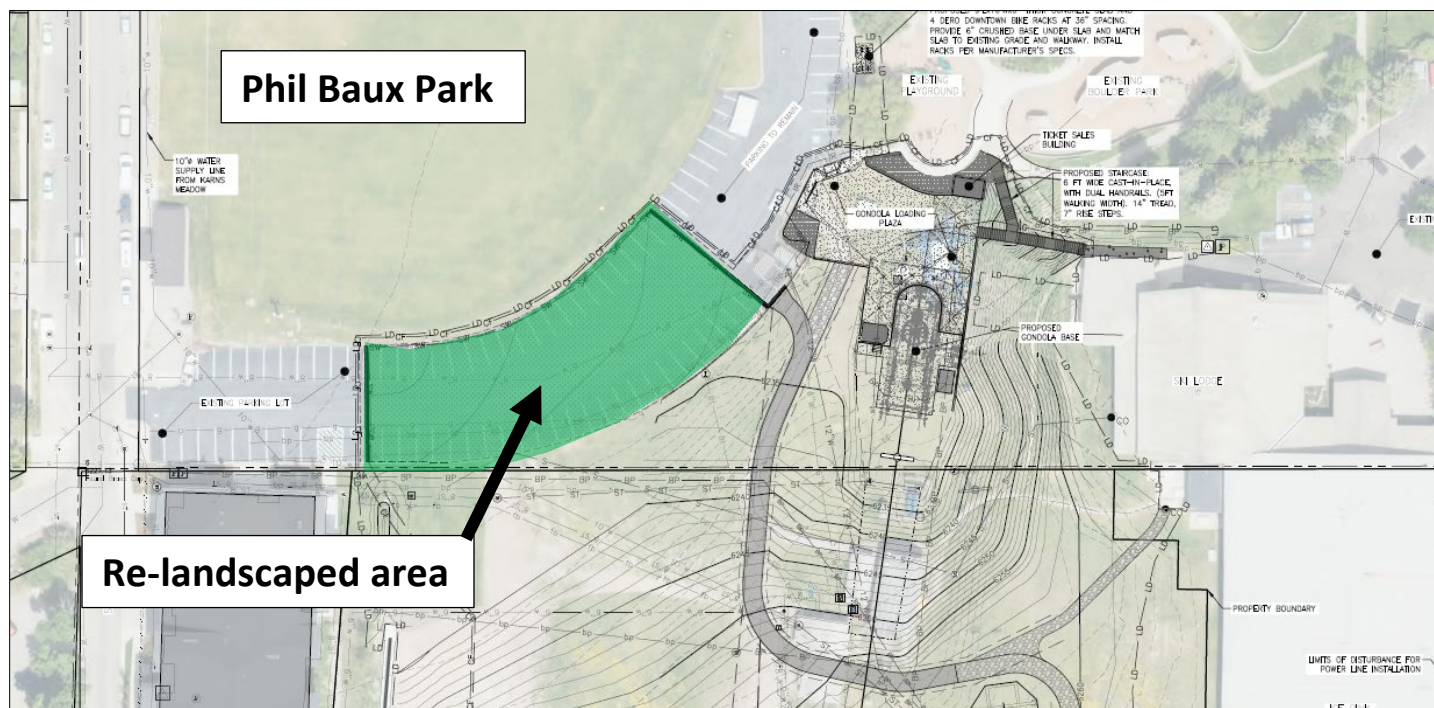
Denial or amended to correspond with the proposed Condition Use Permit amendments.

Background.

In conjunction with the conditional use permit for SKMR (see the staff report for Planning Item P22-198) the Town entered a Lease with SKMR on July 27, 2020. The Lease permits the placement of a Gondola base facility and associated improvements (towers, a ticket booth, and a staging plaza on own property) in Phil Baux Park. Additionally, the Lease permits the use of the Town-owned Mountain Tract Parcel (in yellow below) for the ski facilities and improvements associated with the replacement of the Cougar Lift and Gondola.



The Lease agreement includes a deadline of April 26, 2023 for SKMR to complete all Gondola related construction, specifically including removing all pavement in the center portion of the parking lot in Phil Baux Park and returning the area to grass. This Lease requirement correlates with Condition No. 3 of the Conditional Use Permit (see the staff report for Planning Item P22-198). The visual below highlights in green the area of Phil Baux Park at issue. In total, 43 of the 93 parking spaces will be eliminated with the advent of more Park space.



Analysis

The negotiation of this Lease took multiple years and the final terms and conditions were balanced between the parties after the protracted negotiation. The requirement to remove the pavement in Phil Baux Park is an initial step in the Town's overall plan of Park improvements laid out in the conceptual Redevelopment Masterplan for Phil Baux Park. However, the removal of the pavement and resodding of the center portion of Phil Baux Park by SKMR was never contingent upon the Town redeveloping the rest of Phil Baux Park. Moreover, as part of the "gives and takes" of the negotiation process for this improvement to be done by SKMR, SKMR's rent was both abated and reduced as follows:

***2-Year Rent Abatement; Phase I Improvements.** "Phase I Improvements" to Phil Baux Park are defined herein to include: (i) re-grading, (ii) removal of ballfield and associated improvements, (iii) sodding, (iv) irrigation, (v) curb and gutter. In consideration of Tenant completing the "Phase I Improvements" to Phil Baux Park prior to opening the Gondola to the public, Tenant shall not be required to pay Rent to Landlord for 2 years from the date of Construction Completion of the Gondola. After 2 years of not paying Rent as permitted hereunder, Tenant shall resume paying Rent as provided in this Section. Tenant shall have reasonable access over Phil Baux Park necessary to complete Phase I Improvements.*

SKMR's failure to comply with the April 26th deadline results in liquidated damages of \$500 per day until all associated improvements are completed and satisfactorily inspected by the Town.

Fiscal Impact.

If Council does not extend the April 26th deadline and if SKMR fails to comply with the original deadline, liquidated damages will accrue for an unknown period of time.

Staff Impact.

The amount of staff time to prepare this item was, approximately, 10 hours split among Planning, Parks & Rec, Legal, and Administration.

Attachments or Links.

- Letter from SKMR Re: Gondola Lease Amendment – Construction Deadline Extension

Suggested Motion.

If Council is inclined to extend the April 26, 2023 deadline the appropriate motion is:

I move to direct staff to draft an amendment to the Gondola and Cougar Lease Agreement Between the Town and Snow King Mountain Resort, LLC extending the deadline for Completion of Construction to _____, 2023.



December 8, 2022

Ryan Stanley
President
Snow King Mountain Resort
PO Box 1846
Jackson, WY 83001

Lea Colasuonno
Town Attorney
150 E Pearl Ave
Jackson, WY 83001

CC: Tyler Valentine, Tyler Sinclair

RE: Gondola Lease Amendment – Construction Deadline Extension

Dear Lea,

We would like to request an amendment to the Gondola and Cougar lease agreement to extend the timeline for construction completion. Due to a number of construction delays we were unable to complete all required project components associated with the Gondola and Cougar lease agreement prior to the 2022-2023 winter season and with snow on the ground, we will not be able to complete the work prior to the April 2023 deadline. As such, we would like to request an extension of three months to complete all required components of the project and any necessary amendments to the lease in order to satisfy this request. This request is further detailed in letters to the Town dated August 1st, 2022, September 14th, 2022, and October 17th. Thank you for your help and work on this matter.

Please let me know if you have any additional questions.

Sincerely,

Ryan Stanley



September 14, 2022

Ryan Stanley
President
Snow King Mountain Resort
PO Box 1846
Jackson, WY 83001

Tyler Valentine
Senior Planner
150 E Pearl Ave
Jackson, WY 83001

CC: Tyler Sinclair

RE: Construction Deadline for Gondola & Cougar Lease Agreement

Dear Tyler,

We have been working diligently on improvements related to the Gondola and Cougar Lease agreement this past summer. At this point we have completed nearly all of the required revegetation and construction work at the base of the mountain with the exception of the Phil Baux Park parking lot removal.

These improvements include the installation of heated stairway and path connecting the Lodge Room parking lot with the new Gondola Plaza, installation of the gondola, relocation of the Cougar lift, installation of a new sewer line for the Town Ice Rink and Lodge Room, required storm sewer modifications, completion of the gondola plaza, completion of landscaping on the playground side of the gondola plaza, installation of a new bike parking location adjacent to the playground, as well as installation of sprinklers, sod, and a pathway at the base of the gondola. We are hoping to discuss alternatives to the removal of parking with the Town Council as soon as possible; however, due to the timeline for meeting with the Council, and with winter approaching, we will not have time to complete all required improvements associated with the Gondola and Cougar lease agreement by the 4/26/23 deadline.

Recognizing that we have acted in good faith on continued progress over the past two years, we would like to request an extension of three months on the construction deadline for the Gondola and Cougar Lease Agreement. This extension will ensure we are able to secure contractors to complete whatever remaining work is agreed upon with the Council as soon as possible next summer. We intend to have the area cleaned up and looking beautiful for the community and our guests at Snow King Mountain as soon as possible.

Sincerely,

Ryan Stanley

STAFF REPORT



Meeting Date:	February 21, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Planning Department	Presenter:	Tyler Valentine
Agenda Item:	P22-198: Conditional Use Permit Amendment for Snow King Gondola located at 100 E. Snow King Avenue	Public Comment:	Yes

***The item was continued from the February 6, 2023, Town Council meeting due to time constraints. No new information has been added to this report.**

Purpose & Policy Considerations.

Land Development Regulation (LDR) Section 8.2.13.B.1.c allows a condition of approval placed on a Conditional Use Permit (CUP) to be amended, provided that the amendment is heard by the Town Council at a public hearing. This CUP Amendment satisfies the above-referenced section.

Requested Action.

The applicant, Ryan Stanley who is representing Snow King Mountain Report, is requesting approval of a CUP amendment to modify 3 conditions of approval (Conditions #3, #10, and #11) from the previously approved Gondola CUP (P19-242) located at 100 E. Snow King Avenue. For full detail of the proposed amendments, please see the Project Description section below.

Recommendation.

The Planning Director recommends **approval** of a CUP Amendment (P22-198) to the original Gondola CUP (P19-242) located at 10 & 100 E. Snow King Avenue, subject to the departmental reviews attached hereto and the following conditions:

Condition #3 (no proposed changes) - A phased approach to re-landscaping the existing parking lot to reclaim the central portion of the lot shall be used. The party and financial responsibility of such improvements shall be determined by Lease Agreements.

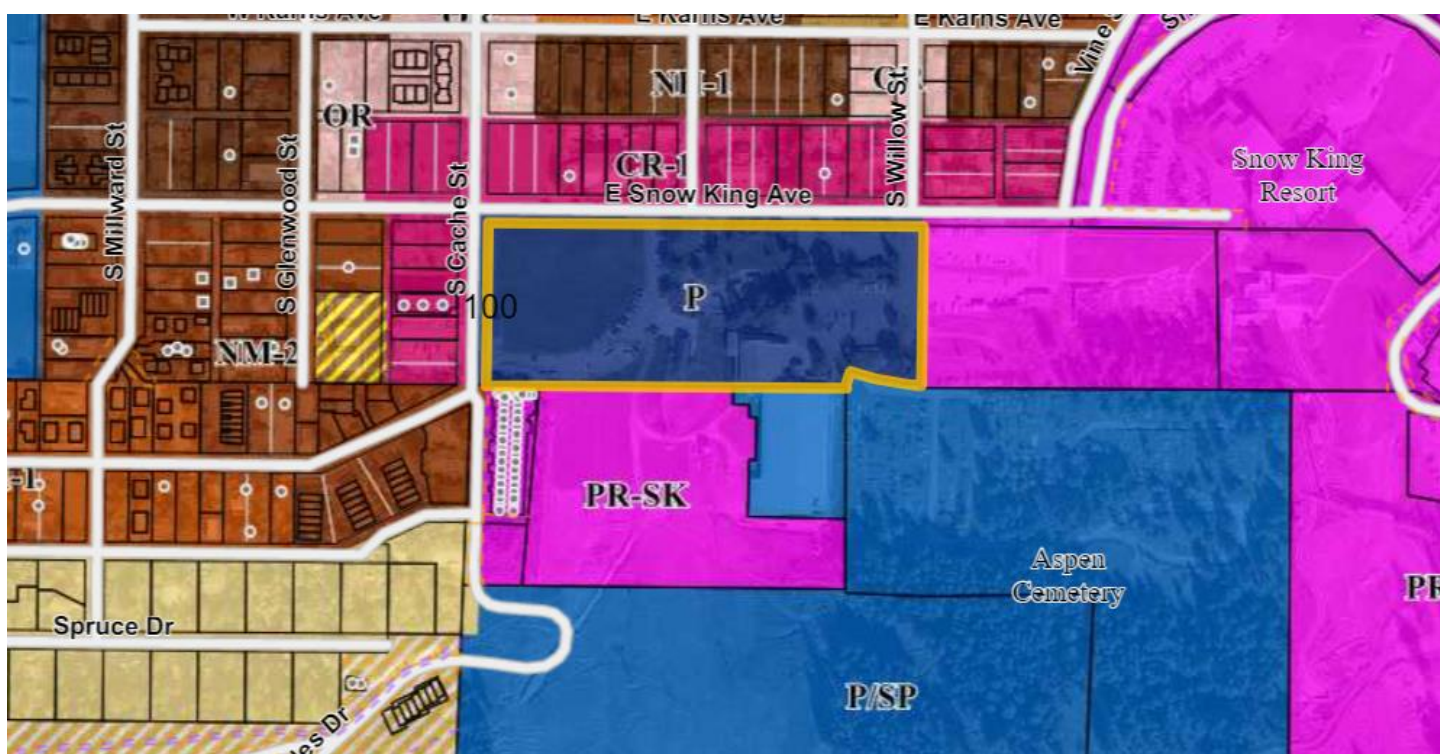
Condition #10 (revised) - The restaurant and associated amenities at the summit hours of operation shall be no later than 10:00 PM year-round for general use of the restaurant.

Condition #11 (revised) - The gondola may run as late as 2:00 AM year-round in association with the observatory and special events. After 10:00 PM blackout curtains and shielded red lights shall be used for gondola loading.

Condition #13 (new) - The Snow King Mountain Resort – Town of Jackson Operating Plan shall be updated to be consistent with this CUP Amendment within 30 days of Council approval.

Project Location.

The subject property is addressed as 100 East Snow King Avenue and legally described as MEADOWLAND ADDITION (PHIL BAUX PARK). The following page is an aerial vicinity map and zoning map.



Background/Project Description.

Background:

The subject parcel is approximately 7.6 acres (331,056 SF) and is located in the Parks and Open Space – Town (P-ToJ) zone. The subject site is home to Phil Baux Park which contains a baseball field, playground, bouldering park, parking, and the existing Cougar ski lift as well as a portion of the Town of Jackson Snow King Sports & Events Center. The west end of the park is used for Snow King's tubing operation in the wintertime. The parcel is bordered by Commercial Residential -1 (CR-1) zoning to the west and north across South Cache Street and East Snow King Avenue, respectively; Planned Resort – Snow King (PR-SK) zoning to the east; and Public / Semi-

Public - Town (P/SP - ToJ) zoning (Aspen Hill Cemetery) and PR-SK zoning to the south. The parcel partially borders the Neighborhood Medium Density – 2 (NM-2) zone on the southwest corner of the property at the junction of Aspen Drive and South Cache Street.

On April 6, 2020, the Town Council approved a Master Plan Amendment to the Snow King Master Plan (P19-201) which had 13 conditions of approval.

On July 27, 2020, the Town Council approved a CUP at the subject property, specifically Item P19-242 related to the Gondola, Cougar Lift, and exterior lighting. The applicant was approved for Outdoor Recreation use to construct and operate a detachable aerial tramway, i.e. 'gondola', at the base of Snow King Mountain Resort located more or less on the site of the previous Cougar lift station within Phil Baux Park, a Town-owned property. Snow King Mountain Resort has leased land from the Town for ski operations in this location for many decades. The new lift replaced the existing Summit lift, an aging facility nearing the end of its functional lifespan, and relocated the Cougar lift approximately 250 feet uphill to service primarily night skiing and ski racing. The gondola contains a small plaza to accommodate the loading and unloading of guests as well as a landscape buffer consistent with the existing park landscaping to separate the gondola staging area from other park amenities. A small ticket booth is located on-site to service guests. In an effort to create more open space at the base of the mountain, the applicant relocated the existing snowmaking pump house to the south of the Snow King Sports & Events Center. Twelve (12) conditions of approval accompanied the CUP approval (original approval letter w/ conditions attached).

Also on July 27, 2020, the Town Council approved a lease agreement between the Town of Jackson and Snow King Mountain, which Snow King Mountain is requesting an amendment to which is presented and addressed in a separate staff report (see Request to Amend Gondola and Cougar Lease Agreement Between the Town and Snow King Mountain Resort, LLC).

Project Description and Analysis:

The applicant is seeking to amend 3 conditions of approval from a previously approved CUP (P19-242) related to the Snow King Gondola. The 3 conditions requested to be amended are Conditions #3, #10, & #11 (listed below). Condition #11 from the original CUP already required the applicant to come back to the Council to discuss the gondola hours of operations for the observatory so this amendment was expected. In addition, the applicant is also requesting to modify two other conditions, Conditions #3 and #10, which did not require further discussion by the Council. Below is a summary of each condition in its original format, the applicant's proposed changes, and a brief summary for clarification purposes:

Condition #3

Original – “A phased approach to re-landscaping the existing parking lot to reclaim the central portion of the lot shall be used. The party and financial responsibility of such improvements shall be determined by Lease Agreements.”

Proposed – “Snow King Mountain will pay for repairs to the parking lot associated with the Town's sewer line installation work, seal coating of the parking lot, curb repairs, and striping of parking spots.

In addition, Snow King will pay for the installation of chair lift benches in the Phil Baux Park area associated with the JH Public Art Square to Summit Community Connector Chairlift project."

Summary - Instead of re-landscaping the center portion of the Phil Baux parking lot as required in the original condition, the applicant is proposing to leave the parking lot as is but spend roughly \$50,000.00 - \$75,000.00 toward repairs to the parking lot associated with the Town's sewer line installation work, seal coating of the parking lot, curb repairs as needed throughout the park, and striping of parking spots. In addition, Snow King proposes to pay for the installation of chair lift benches in the Phil Baux Park area associated with the JH Public Art Square to Summit Community Connector Chairlift project. The applicant states that due to the fact that there is currently no Town Council-approved plan for Phil Baux Park redevelopment, nor Town funding for the redevelopment of the park, retaining the current functionality of the parking loop is preferred.

Staff Recommendation - *Staff is not recommending any changes to the original condition.*

Justification – Staff is not recommending any changes to Condition #3 and finds that the applicant should fulfill their original obligation to re-landscape the center portion of the parking lot. Town staff and the Town Council spent a considerable amount of time negotiating the terms of the Gondola CUP as part of the recent Master Plan amendment process which included the condition to re-landscape the parking lot. The Council was also fully aware that re-landscaping the parking lot would remove 43 of the 93 parking spaces. No circumstances have changed since the Gondola CUP was approved on July 27, 2020, that necessitate the requested change.

The general idea behind re-landscaping the parking lot per Condition #3 was to increase the amount of green space at the base of the hill for the benefit of the public and the tube park until such time the Town is ready to complete the rest of the park improvements as laid out in the conceptual Redevelopment Masterplan for Phil Baux Park. However, re-landscaping the parking lot was **not** contingent upon the Town making the physical improvements to the park and in fact was considered Phase One of the Phil Baux Park improvements.

Condition #10

Original – "The restaurant and associated amenities at the summit hours of operation shall be no later than 10:00 PM in the summer and 9:00 PM in the winter for general use of the restaurant and events. The gondola may run for 1 hour after closing of these facilities to accommodate staff and closing operations."

Proposed – "Snow King Mountain will ensure that all operations of the gondola and summit amenities serving the observatory after 10:00 PM in summer and 9:00 PM in winter will abide by dark sky compliance ordinances."

Summary - The applicant is requesting that there be no limits on how late the restaurant, summit amenities, observatory, or gondola can operate. This generally means that the restaurant would be able to operate as late as any other restaurant/bar in Town (i.e., food and drink service until

2 AM) or potentially later if there was a special event. In addition, this means that the observatory can operate as late as needed for stargazing. Necessarily, this also means that the gondola can operate as late as needed to support all these activities. The applicant states they will comply with dark sky lighting standards for all gondola operations and summit activities after 10 PM in the summer and 9 PM in the winter.

Staff Recommendation - *“The restaurant and associated amenities at the summit hours of operation shall be no later than 10:00 PM year-round for general use of the restaurant.”*

Justification – Staff is not supportive of the applicant’s proposed change to Condition #10 which would allow the restaurant, gondola, observatory, and special events to operate late into the night. In fact, as proposed there would be no established curfew on the gondola or summit activities. As with Condition #3 above, Town staff and the Town Council spent a considerable amount of time negotiating the terms of the Gondola CUP which included the hours of operation for general use of the restaurant. In addition, since the Gondola CUP approval back on July 27, 2020, there has been no new information presented to staff, or change in circumstances, that warrants the substantial change to the Town Councils’ previous condition that limits the hours of operation for the restaurant and associated amenities.

Even so, staff is proposing one small clarification/clean-up which is to specify that the restaurant can be open to the public until 10 PM in both summer and winter (i.e., year-round), instead of 9 PM in the winter and 10 PM in the summer as Condition #10 current reads. This change would make Condition #10 match the language in the approved Snow King Mountain Resort – Town of Jackson Operating Plan (attached and referred to as “Operating Plan”) which states that the gondola would operate until 10:00 PM year-round to serve any future restaurant. If the Council approves staff’s recommended changes to the restaurant hours, the Operating Plan will need to be updated for consistency purposes and a condition of approval (Condition #13) has been added to address this topic.

Staff would also like to make clear that this condition does not address the observatory and special events. Those items are addressed in Condition #11 below.

Condition #11

Original – “The Town is supportive of the proposed observatory. The applicant shall be required to amend the Conditional Use Permit to accommodate gondola hours of operation to accommodate the observatory use at a later date.”

Proposed – (Delete Condition #11)

Summary - The applicant proposes to delete Condition #11 since Condition #10 above is requesting that the gondola be able to operate as late as needed for the observatory, restaurant, amenities, etc.

Staff Recommendation - *“The gondola may operate unrestricted until 10:00 PM year-round. After 10:00 PM and no later than 2:00 AM year-round the gondola may run in association with the observatory and special events provided that the summit facilities use blackout curtains and shielded red lights for gondola loading.”*

Justification – Staff does not support the applicant’s proposal to delete Condition #11. The applicant is requesting to delete this condition because they would like to address gondola hours for the observatory as part of Condition #10 above, which essentially sets no curfew for the gondola, restaurant, observatory, and special events but requires that dark sky standards be complied with after 10:00 PM in the summer and 9:00 PM in the winter.

Staff finds that setting a clear curfew for the gondola is appropriate as it sets clear time limits on the daily use of the gondola. This provides protection and sets expectations for the general public and nearby neighbors regarding potential operational impacts. Staff chose 2 AM as the year-round curfew because it is the typical latest closing time of restaurants/bars in Town, including businesses that could operate at the base of the gondola. This curfew also provides reasonable use to the applicant for the intended use of the observatory per Samuel Singer from Wyoming Stargazing (please see an attached email from Mr. Singer). as well as for any other special events such as concerts or weddings. In addition, the second part of staff’s recommended condition states that after 10:00 PM the summit facilities shall use blackout curtains and shielded red lights for gondola loading to reduce lighting impacts. The applicant and Mr. Singer are fully supportive of these requirements.

As it relates to special events, such as concerts and weddings, it is clear from the original Gondola CUP staff report and Operating Plan that special events were anticipated to occur past 10 PM and there was no strong indication of the Town’s interest to limit the number, type or size of said events, especially considering that said events would occur in Bridger Teton National Forest. Although activities at the top of the hill have potential impacts at the bottom of the hill, the Town has mostly been focused on limiting the gondola operations and ensuring its visual and noise impacts are minimal. Therefore, at this time staff is not recommending a limit on the number, type, or size of special events and staff finds that placing a 2:00 AM curfew on the gondola and requiring red lights and black out curtains from 10:00 PM to 2:00 AM with red lights should be sufficient to mitigate visual and other impacts.

If the Council approves staff’s recommended changes to the gondola hours and special events, the Operating Plan will need to be updated for consistency purposes and a condition of approval (Condition #13) has been added to address this topic.

Public Comment

Staff has not received public comment at the time of writing this report.

Findings

Below are the findings from the original Gondola CUP. Staff finds that as conditioned, all findings can be made for this CUP amendment request.

Pursuant to Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations, the following findings shall be made for the approval of a Conditional Use Permit.

1. *Compatibility with Future Character. The proposed Conditional Use shall be compatible with the desired future character of the area.*

Complies. Not applicable per Wyoming State Statute.

2. *Use Standards. The proposed Conditional Use shall comply with the use-specific standards of Division 6.1.*

Complies as conditioned. The proposed request complies with all the standards in Sec. 6.1.3.C, as demonstrated in the Staff Analysis above in this staff report. In addition, the proposed use is consistent with the Snow King Resort District Master Plan.

3. *Visual Impacts. The design, development, and operation of the proposed Conditional Use shall minimize the visual impact of the proposed use on adjacent lands.*

Complies as conditioned. Staff finds that the proposal's design, development, and operation will minimize the visual impact of the proposed use on adjacent lands. The applicant has provided 3-dimensional renderings of the proposal. Increased lighting for night skiing has been reviewed as part of this application and requires Town Council approval for the 'complex' use in excess of 550,000 lumens.

4. *Minimizes adverse environmental impacts. The development and operation of the proposed Conditional Use shall minimize adverse environmental impacts.*

Complies as conditioned. Staff finds that the proposed gondola facility will not have significant adverse impacts to wildlife habitat, water or air quality, or any other environmental resources.

5. *Minimizes adverse impacts from nuisances. The development and operation of the proposed Conditional Use shall minimize adverse impacts from nuisances.*

Complies, as conditioned. Staff finds that the proposed gondola facility will not have significant adverse impacts from nuisances, such as noise, light, vibration, dust, etc., subject to the limitations stated in the application and conditions of approval.

6. *Impact on Public Facilities. The proposed Conditional Use shall not have a significant adverse impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMT facilities.*

Complies. Staff finds that the proposal will have no significant adverse impact on public facilities.

7. *Other Relevant Standards/LDRs. The development and operation of the proposed Conditional Use shall comply with all standards imposed on it by all other applicable provisions of the LDRs and all other Town Ordinances.*

Complies. Staff finds that the proposed use, as conditioned, complies with other provisions of the LDRs and with all other Town Ordinances.

8. *Previous Approvals. The proposed Conditional Use shall be in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

Complies, as conditioned. The proposal is in substantial conformance with all standards and/or conditions of any prior applicable permits and approvals.

Fiscal Impact.

No fiscal impact identified at this time.

Staff Impact.

The amount of staff time to review, meet with the applicant, research, and write this report including future work to send final letters is roughly 45 hours.

Attachments or Links.

Department Reviews
Applicant Submittal
Operating Plan
Email from Samuel Singer

Suggested Motion.

I move to **approve** a Conditional Use Permit Amendment (P22-198) to the original Snow King Gondola CUP (P19-242) at the property located at 100 E. Snow King Avenue, based upon the findings and conditions as presented by staff, the departmental reviews, and subject to this staff report dated February 21, 2023.

Town of Jackson
Project Plan Review History
PLANNING

Project Number	P22-198	Applied	8/8/2022	AL
Project Name	CUP Amend - 10 E Snow King Ave. - Gondola	Approved		
Type	CUP	Closed		
Subtype		Expired		
Status	STAFF REVIEW	Status		

Applicant	Owner	SNOW KING MOUNTAIN RESORT, LLC
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Site Address	City	State	Zip
10 E SNOW KING AVENUE	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
	22411634300003	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact Notes Building Kelly Sluder	APPROVED	8/9/2022	8/30/2022	8/31/2022	
Fire Kathy Clay	NO COMMENT	8/9/2022	8/30/2022	8/11/2022	No concerns - Lisa Potzernitz
Joint Housing Dept Kristi Malone	NO COMMENT	8/9/2022	8/30/2022		
Legal Lea Colasuonno		8/9/2022	8/30/2022		
Parks and Rec Steve Ashworth (8/22/2022 2:25 PM AL) Here are comments from P&R on P22-198: - Consideration of impacts to the Phil Baux Park operations if the Gondola/Summit building are used after dark, as Phil Baux park does not have lighting. Safety concerns related to volume access after dark. - Based on the uncertainty of Phil Baux redevelopment staff is comfortable leaving the parking area as is for the short term, with proposed parking lot improvements by Snow King. - Staff would request that any approvals of CUP adjustments include completion of sodding the Snow King "ball field" area base pads and fence line. Include language regarding alignment of the sidewalk/sod to create a consistent, functional, aesthetically pleasing transition on both SnowKing avenue and Cache St. as discussed previously with Snow King. - Final determination of whether to install cement pad for bike pad in Phil Baux park which will require irrigation work in addition to pad pour. Have proposed temporary bike rack in/near the park with an additional rack located near the Gondola area. - Parks & Recreation will be paying to remove the non-functional ball field poles and lights currently in place. - Would like to see the plan for the parking/pathway lighting. Thanks, Rachel	APPROVED W/CONDITI	8/9/2022	8/30/2022	8/22/2022	

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Pathways Brian Schilling		8/9/2022	8/30/2022		
Planning Tyler Valentine (1/30/2023 11:11 AM TV)	APPROVED W/CONDITI	8/9/2022	8/30/2022	1/30/2023	
Condition #3 (no proposed changes) - A phased approach to re-landscaping the existing parking lot to reclaim the central portion of the lot shall be used. The party and financial responsibility of such improvements shall be determined by Lease Agreements.					
Condition #10 (revised) - The restaurant and associated amenities at the summit hours of operation shall be no later than 10:00 PM year-round for general use of the restaurant.”					
Condition #11 (revised) - The gondola may run as late as 2:00 AM year-round in association with the observatory and special events. After 10:00 PM blackout curtains and shielded red lights shall be used for gondola loading.					
Condition #13 (new) - The Snow King Mountain Resort – Town of Jackson Operating Plan shall be updated to be consistent with this CUP Amendment within 30 days of Council approval.					
Police Michelle Weber		8/9/2022	8/30/2022		
Public Works Brian Lenz (9/23/2022 4:41 PM BTL)	INSUFFICIENT	8/9/2022	8/30/2022	9/23/2022	
Did not review, will complete review on sufficient application.					
Public Works Brian Lenz (1/25/2023 12:04 PM BTL)	APPROVED W/CONDITI	10/31/2022	11/2/2022	1/25/2023	
CONDITIONAL USE PERMIT AMENDMENT– APPROVED w CONDITIONS					
P22-198 ADDRESS: 10 E Snow King Avenue OWNER: Snow King Mountain Resort / Town of Jackson APPLICANT: Snow King Mountain Resort, c/o Ryan Stanley					
1/25/2023 Brian Lenz, 733-3079					
DATE OF SUBMITTAL: August 8, 2022 DATE OF MATERIALS: Letter, 8/1/2022; REVISION NO.:					
The engineering division has reviewed your application for a CONDITIONAL USE PERMIT submitted on and with application materials as dated above.					
CONDITIONS OF APPROVAL:					
1. Any revisions to the scope of work covered by the original CUP, Gondola Lease, grading permit, and any other relevant permits must be amended to reflect any changes. Additional rental fees may be due if the work as originally contemplated is not completed, verify with Town Attorney.					

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
START		8/9/2022	8/30/2022		
Darren Brugmann					

.....



PLANNING PERMIT APPLICATION
Planning & Building Department

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | www.townofjackson.com
Jackson, WY 83001

For Office Use Only

Fees Paid _____ Date & Time Received _____
Application #s _____

Please note: Applications received after 3 PM will be processed the next business day.

PROJECT.

Name/Description: _____
Physical Address: _____
Lot, Subdivision: _____ PIDN: _____

PROPERTY OWNER.

Name: _____ Phone: _____
Mailing Address: _____ ZIP: _____
E-mail: _____

APPLICANT/AGENT.

Name: _____ Phone: _____
Mailing Address: _____ ZIP: _____
E-mail: _____

DESIGNATED PRIMARY CONTACT.

_____ Property Owner _____ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson/200/Planning

Use Permit

_____ Basic Use
_____ Conditional Use
_____ Special Use

Relief from the LDRs

_____ Administrative Adjustment
_____ Variance
_____ Beneficial Use Determination
_____ Appeal of an Admin. Decision

Physical Development

_____ Sketch Plan
_____ Development Plan
_____ Design Review

Subdivision/Development Option

_____ Subdivision Plat
_____ Boundary Adjustment (replat)
_____ Boundary Adjustment (no plat)
_____ Development Option Plan

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

_____ Other: _____
_____ Environmental Analysis

PRE-SUBMITTAL STEPS. To see if pre-submittal steps apply to you, go to www.townofjackson.com/200/Planning and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.

Pre-application Conference #: _____ Environmental Analysis #: _____

Original Permit #: _____ Date of Neighborhood Meeting: _____

SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type for submittal requirements.

Have you attached the following?

_____ **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

_____ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.

_____ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

Note: Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine compliance with the LDRs.

Under penalty of perjury, I hereby certify that I have read this application and associated checklists and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of Teton County to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Signature of Property Owner or Authorized Applicant/Agent

Date

Name Printed

Title



October 17, 2022

Ryan Stanley
President
Snow King Mountain Resort
PO Box 1846
Jackson, WY 83001

Tyler Valentine
Senior Planner
150 E Pearl Ave
Jackson, WY 83001

CC: Tyler Sinclair

RE: Gondola CUP Amendment – Insufficiency Letter Response

Dear Tyler,

In response to your letter dated August 19, 2022, I would like to provide the following requested additional information with respect to the Gondola Conditional Use Permit Amendment.

1. We would like to specifically amend Gondola Conditional Use Permit conditions of approval 3, 10, and 11. These conditions are stated below:

3: A phased approach to re-landscaping the existing parking lot to reclaim the central portion of the lot shall be used. The financial responsibility of such improvements shall be determined by lease agreements.

10: The restaurant and associated amenities at the summit hours of operation shall be no later than 10:00pm in the summer and 9:00pm in the winter for general use of the restaurant and events. The gondola may run for one hour after closing of these facilities to accommodate staff and closing operations.

11: The Town is supportive of the proposed observatory. The applicant shall be required to amend the Conditional Use Permit to accommodate gondola hours of operation to accommodate the observatory at a later date.

With respect to requirement 3, due to the fact that there is currently no Town Council approved plan for Phil Baux Park redevelopment, nor Town funding for the redevelopment of the park, we would like to propose retaining the current functionality of the parking loop. In lieu of removing the central area of the parking lot and replacing it with grass we would like to propose paying for needed maintenance work on the parking lot as well as the installation of chair lift benches in the park associated with the JH Public Art Square to Summit Community Connector Chairlift project.



We propose amending condition number 3 to read as follows:

Snow King Mountain will pay for repairs to the parking lot associated with the Town's sewer line installation work, seal coating of the parking lot, curb repairs, and striping of parking spots. In addition, Snow King will pay for the installation of chair lift benches in the Phil Baux park area associated with the JH Public Art Square to Summit Community Connector Chairlift project.

Snow King Mountain is currently undertaking construction of a \$5M planetarium and observatory to provide a unique public education and research facility to our community and visitors. This facility will contain a 1-meter telescope with state-of-the-art stabilization technology for viewing the universe, an 8-meter planetarium dome for viewing images seen through the telescope as well as other educational programs, and a 40-person classroom for lectures on astronomy. In order to successfully and sustainably operate this facility long into the future, Snow King requires the use of the gondola for late night operations as well as the ability to use the summit building to serve guests at the summit during evening operations both to provide an exceptional experience as well as to financially sustain and support observatory operations.

We propose deleting CUP condition number 11 and amending condition 10 to read as follows:

Snow King Mountain will ensure that all operations of the gondola and summit amenities serving the observatory after 10:00pm in summer and 9:00pm in winter will abide by dark sky compliance ordinances.

2. Regarding changes to Phil Baux park, as mentioned above, we propose paying for repairs to the parking lot associated with the Town's sewer line installation work, seal coating of the parking lot, curb repairs as needed throughout the park, and striping of parking spots. In addition, Snow King will pay for the installation of chair lift benches in the Phil Baux park area associated with the JH Public Art Square to Summit Community Connector Chairlift project. It is estimated that the cost of this work combined is approximately \$50,000. Snow King proposes to work with staff on the exact location and number of chair lift benches to be installed in the park up to a maximum of 6. We believe we have gone above and beyond minimum requirements for beautification at the base of the mountain with the improvements that have been made to date. Well over \$1M has been invested in landscaping, the hardscape gondola plaza with snowmelt system, stairs connecting the upper parking lot and gondola plaza with snowmelt system, asphalt pathway to the lodge room, irrigation system for the base area, replacement of the Town's old clay sewer line from the ice rink, relocation of park irrigation, and bike parking for the park. That investment is a small fraction of the overall investment into the gondola, relocation of the Cougar lift, upgrades to snowmaking, and other upgrades to the base of the mountain that will benefit the community for decades to come.



3. This amendment complies with all 8 of the findings in section 8.4.3.C of the Town of Jackson Land Development regulations listed below:
 1. Is an appropriate site for the use in consideration of a comprehensive community -wide location study for the use;
 2. Will not constitute a substantial physical hazard to a neighboring property; and
 3. Will not have a significant adverse effect on publicly-owned land;
 4. Minimizes adverse environmental and visual impacts to the extent possible, considering the nature and essential existence of the use;
 5. Will not damage or contaminate a public, private, residential, or agricultural water supply source;
 6. Complies with all standards imposed on it by all other applicable regulatory agencies;
 7. Complies with all relevant standards of these LDRs and other Town Ordinances; and
 8. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.
4. As indicated in the letter dated September 14th regarding the construction deadline, we will not be able to meet the 4/26/23 deadline for completion of all construction associated with the Gondola CUP. A number of construction delays have prevented us from completing all items as required by the deadline. Recognizing that we have acted in good faith on continued progress over the past two years, we would like to request an extension of three months on the construction deadline for the Gondola and Cougar Lease Agreement. This extension will ensure we are able to secure contractors to complete whatever remaining work is agreed upon with the Council as soon as possible next summer.

Please let me know if you have any additional questions.

Sincerely,

Ryan Stanley

Tyler Valentine

From: Ryan Stanley <ryan@snowkingmountain.com>
Sent: Thursday, January 5, 2023 3:26 PM
To: Tyler Valentine
Subject: Re: Gondola CUP Amendment



Tyler,

Please let this email reply serve as our request to waive the 90-day requirement to be in front of the Town Council based upon the date which we applied.

Thanks,
Ryan

Ryan Stanley
General Manager
Snow King Mountain Resort
ryan@snowkingmountain.com
Office: 307-201-5004

On Jan 5, 2023, at 3:23 PM, Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

Ryan,

We are still working on this Gondola amendment request and we are currently scheduled for 2/6 Council. I realized that we have an LDR requirement that requires us to get you before Council within 90 days of sufficiency. Since your sufficiency was on November 2nd, the 2/6 date is beyond the 90 days. Can you get me an email request to waive the 90-day requirement?

Thanks!

Tyler Valentine
Senior Planner, AICP
Town of Jackson
Phone (307) 733-0440 #1305
tvalentine@jacksonwy.gov
www.jacksonwy.gov
<image001.png>

Snow King Mountain Resort – Town of Jackson Operating Plan

Hours of Operation

Generally, for Snow King Mountain to succeed with its business offerings, all activities need to be available to guests at the same time so that guests can experience the full range of activities as part of their visit, regardless of the time they choose to visit. Therefore, it can be expected that all activities may be open during the hours of operation listed below during both summer and winter.

Summer Hours of Operation:

Lifts and Activities:

(Mountain Coaster, Rafferty Zip-line, Alpine Slide, Miniature Golf, Maze, Bungee Trampoline, Summit Gondola and Rafferty Lift)

May 15 to June 14:	10:00am – 5:00pm
June 15 to August 15:	10:00am – 9:00pm
August 16 – October 16:	10:00am – 5:00pm

The hours of operation listed above will ensure a quiet time in the morning for cemetery visitors and burials into the future.

Up to 5 days of one additional hour either later or earlier to accommodate special groups, gatherings, or events are allowed as part of this operating plan. Snow King has proposed to shut down for pre-planned events at the Aspen Hill Cemetery for a similar number of days and time.

The Kings Grill (restaurant located at the base of the Rafferty Lift) will operate 10:00am – 9:00pm and close no later than 10:00pm for gatherings in the space.

Restaurant and Special Events – Summer

At the time a new facility at the summit of the mountain is constructed, or at the time of completion of the proposed observatory at the summit, the gondola would be allowed to operate without restriction until 10:00pm. After 10:00pm, the summit facilities would use blackout curtains or other means of blocking light to prevent light pollution from any buildings. Fully shielded red outdoor lights would be used for pedestrian safety to load and unload the gondola after 10:00pm to service the proposed observatory and restaurant at the summit. This situation would be used to mitigate both stargazing and any events or gatherings at a new restaurant facility. The gondola would operate as needed until 1:00 am to serve stargazing gatherings at the summit and events at the restaurant. The Town interprets this to mean that gondola operations after 10:00 p.m. will be limited to stargazing and other special events like weddings or other group events but not open to the general public for normal restaurant operations. Ultimately, design elements of the building combined with operating plans to minimize light pollution would seek to create a situation whereby any events or gatherings at

night would be minimally visible from the Town below.

Winter Hours of Operation:

Lifts and Activities:

(Rafferty Lift, Cougar Lift, Magic Carpets, Summit Gondola, Tubing, Mountain Coaster)

November 1 – December 10: 9:00am – 6:30pm

December 11 – April 15: 9:00am – 9:00pm

Lighting

Prior to the construction of a new gondola it is anticipated that night skiing lights would be turned off no later than 8:00 pm following ski patrol sweep of the mountain. Following the construction of new facilities, night skiing hours may be extended with lights to be turned off no later than 10:00 pm following ski patrol sweep of the mountain. Typically, lights are left on for one hour following close to allow for the ski patrol to sweep the mountain in a safe lighted environment, and to have the opportunity to react in the event of an injured or lost skier.

Restaurant and Special Events - Winter

At the time a new gathering facility at the summit of the mountain is constructed, or at the time of completion of the proposed observatory at the summit, it is proposed that the gondola would operate until 10:00pm to serve the restaurant. After 10:00pm, the summit facilities would use blackout curtains or other means of blocking light to prevent light pollution from any buildings. Fully shielded red outdoor lights would be used for pedestrian safety to load and unload the gondola after 10:00pm to service the proposed observatory at the summit. The gondola would operate as needed until 1:00am to serve stargazing gatherings at the summit observatory. In winter time it is not anticipated that stargazing will take place past 11:00pm at night; however, in the spring and fall months stargazing events would likely go later in the evening. As with summertime operations, the Town interprets this to mean that gondola operations after 10:00 p.m. will be limited to stargazing and other special events like weddings or other group events but not open to the general public for normal restaurant operations. With light mitigation measures in place this activity should have minimal impact upon dark skies or the visibility of activity at the top of the mountain.

During the winter months it is anticipated that snowmaking may occur starting as early as late October and lasting as late as January. With increased water capacity associated with the gondola improvement project it is anticipated that snowmaking will get done faster than in the past, minimizing the duration of impacts associated with this activity.

Maintenance Hours of Operation

Maintenance hours of operation shall be addressed in the future as part of the Conditional Use Permit review for the relocation of Mountain Operations to this area.

Ticketing Booth

The Ticket booth associated with the gondola shall not be operational more than half an hour prior to opening of facilities to the public.

Aspen Hill Cemetery

As part of this operating plan Snow King Mountain will work cooperatively with the Aspen Hill Cemetery. At the request of the Town's Cemetery Sexton Snow King Mountain Resort shall cease all recreational uses and noise in the vicinity of the cemetery for the duration of a specified service. The Cemetery Sexton shall provide Snow King Mountain Resort with a minimum of 48 hours advanced notice for each cemetery service which requires pausing recreational activities in the vicinity of the cemetery. However, Snow King reserves the right to request an alternate service time when a previous large booking or event has been planned in advance.

Snow King Mountain Code of Conduct

As part of this operating plan Snow King Mountain intends to develop a new code of conduct for visitors to convey an understanding of their place within the community and impacts associated with their visit. This code of conduct will incorporate environmental awareness, encourage limiting noise, and generally seek to incorporate existing community best practices for guests as an educational strategy to limit the impact of their visit. This code of conduct will be incorporated into marketing materials, signage, and into advance communication with guests at the time of online activity booking. While it cannot be expected this tactic will eliminate spontaneous screams of joy from guests on certain activities, we hope it will provide guests a better understanding of their environment, the concerns of the community, and potentially reduce excessive noise associated with people having fun outdoors.

Design Considerations

A wide variety of design considerations will be incorporated into all future activities and facilities that seek to minimize visual and noise impact within and outside the resort district. Some of the design elements discussed with proposed projects to date are listed below; however, as new opportunities arise for mitigation as part of any new construction, they will be added to this list.

- Tree planting along the eastern property border of Snow King Mountain private property to screen visual impacts and noise associated with activities in the Rafferty Center.
- Zip-lines will be designed to minimize noise through the purchase of trolleys designed to minimize noise travelling down the cable and through the purchase of a catchment system at the base that minimizes noise as riders come to a stop. A variety of trolley systems exist that make substantial noise and Snow King will work with the manufacturer to purchase the quietest possible version. Most large zip-lines use spring catchment systems that make substantial noise upon impact to stop

riders coming into the platform. Snow King has worked with the manufacturer to obtain a catchment system that eliminates the spring system and uses a quiet mechanism for slowing and stopping riders.

- If possible, coated cable will be procured to additionally limit noise from trolleys travelling down the cable.
- Mature trees will be planted around the top and bottom stations of the zip-line to minimize visual impacts associated with the activity and help blend it into the natural environment.
- The gondola will be designed with a top drive (motor and drive system located at summit of the mountain) so that noise at the base area terminal will be minimized.
- Snowmaking water capacity will be increased so that snowmaking operations can be completed faster minimizing impacts associated with this critical component of winter operations.

Together the aforementioned hours of operation, code of conduct, and facility design considerations seek to balance the goal of creating a vibrant mixed-use resort district, as directed in the Teton County Comprehensive Plan, with the desire to minimize environmental impacts associated with the resort district. It is anticipated that this operating plan will be amended over time to reflect the changing nature of Snow King Resort and the community within Jackson Hole.

Tyler Valentine

From: Samuel Singer <samuel@wyomingstargazing.org>
Sent: Friday, January 6, 2023 1:59 PM
To: Tyler Valentine
Subject: Re: Snow King Gondola
Attachments: image001.png



Excellent. Glad to hear that things are going well!

2am throughout the year would be awesome!

As far as lighting goes. I think Ryan is on the right track. All lights need to be fully shielded and using red lights only after dark will dramatically reduce light pollution, support nocturnal wildlife, and provide safely lit pathways for people.

Cheers,
Samuel

On Fri, Jan 6, 2023, 1:47 PM Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

So far things are still going well. Thanks for asking.

And thank you for confirming those items in green. At this time staff will be recommending that the gondola be able to run until 2 AM year-round for the observatory.

Also, Ryan was talking about blackout shades and red lights being used after 10 PM to reduce light pollution. I don't know much about that. What measures do you envision as sufficient in reducing light pollution late into the night?

From: Samuel Singer <samuel@wyomingstargazing.org>
Sent: Thursday, January 5, 2023 9:32 PM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Re: Snow King Gondola

Hi Tyler,

Happy New Year! I hope you had a great holiday season. Any updates on the gal you've been seeing?

Below are answers to your questions about the observatory in green.

All the best,

Samuel

On Wed, Dec 28, 2022 at 4:10 PM Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

Samuel,

Ryan Stanley is back with an amendment to his Gondola CUP, specifically to address the Gondola hours of operation as it relates to the observatory. In reading through the last CUP staff report, you were quoted saying that the summer events last at least until 1 AM. I had a few questions for ya:

1. I wanted to confirm this is still true, that events will go to at least 1 AM. **There will likely be stargazing events at the observatory during the summer that would end at around 1AM.**
2. If events last until 1 AM, how much additional time would be needed for quests to get back down the mountain? Perhaps 1 additional hour? In other words, the Town will likely be setting a cut-off time to operate the Gondola but we want to make sure it accommodates a timeframe that supports the observatory. **Yes, I think 1 additional hour is a reasonable amount of time to get everyone down the mountain.**
3. Are there any winter or non-summer events that the Town should be aware of that go past 10 PM? **We are hoping to have stargazing events up there throughout the year that would go past 10pm. It would be wonderful to have a 11PM or 12AM cut-off time for winter and non-summer events.**
4. Will the observatory have snacks and non-alcoholic drinks for those participating in an event? **Yes, there is a catering kitchen in the facility that will be able to provide snacks and non-alcoholic beverages for the events.**
5. Do you have any additional information on the observatory that can be shared? (i.e., site plan, elevations, lighting, etc.). **I'll need to check with Snow King about that.**

Also, no rush, I have another 3 weeks before this report is due. Hope you are well!

Tyler Valentine

Senior Planner, AICP

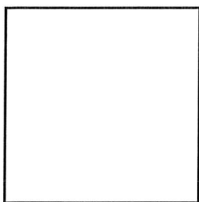
Town of Jackson

Phone (307) 733-0440 #1305

tvalentine@jacksonwy.gov
www.jacksonwy.gov



--



Samuel Singer, PhD (he/him)

Founder and Executive Director

Wyoming Stargazing

1135 Maple Way Unit 1

PO Box 9584

Jackson, WY 83002

Cell Phone: 307-413-4779

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<https://www.instagram.com/wystargazing/>

<https://www.facebook.com/wyomingstargazing>

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<https://twitter.com/wystargazing>

STAFF REPORT



Meeting Date:	February 21, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	P22-269 & 278: Request for a Land Development Regulation (LDR) Text Amendment to Section 2.2.9 and fee waiver.	Public Comment:	Yes

Purpose & Policy Considerations.

All Text Amendments to the Town of Jackson Land Development Regulations (LDRs) require review and recommendation by the Planning Commission according to LDR Section 8.7.2. The Town Council makes the final decision on all LDR Text Amendments.

Requested Action.

The applicant, Michael Stern, is requesting approval of an LDR Text Amendment to allow an exemption to a minimum density requirement of 17.425 units per acre in the Neighborhood High Density – 1 (NH-1) zoning district that requires owners to build 3 or more units if their lot is 7,500 sf or larger. Specifically, the exemption would require a maximum of only 2 units (not 3 as currently required) to be built on lots between 7,500 sf to 10,000 sf if they are **not** served by an alley. Otherwise, all lots that are 7,500 sf or larger and served by an alley would continue to require 3 or more units based on the minimum density requirement of 17.425 units per acre.

The proposed text amendment would modify the following section of the LDRs:

- Section 2.2.9.E.1.c - Additional Zone-specific Standards

In addition, the applicant is requesting a fee waiver for the \$1,803.00 Text Amendment application fee.

Recommendation.

ITEM A: The Planning Director recommends approval of LDR Text Amendment P22-269 to allow an exemption to the minimum density requirement that would require maximum of only 2 units to be built on lots 7,500 sf – 10,000 sf that are not served by an alley, subject to this staff report and the department reviews attached hereto.

ITEM B: The Planning Director recommends denial of a fee waiver request (P22-278).

Background.

In 2018, the NH-1 zone replaced multiple zones in the Town, namely the Urban Residential (UR) zone, Auto-Urban Residential (AR) zone, Neighborhood Conservation (NC) zone, and Business Conservation (BC) zone. When the NH-1 zone went into effect, it was not only the residential zone with the highest allowed density, but it was the only zone to have a minimum density requirement, which is currently 17.425 units per acre. Thus, for a “typical” town lot in NH-1, which is 50’x150’ (7,500 sf) with an alley, a minimum of 3 units are required to be built. Building three units on a typical town lot with an alley is achievable and has proven to be achievable under previous and other existing zoning designations, such as NL-5. The purpose of a minimum density requirement is to discourage “underdevelopment” of properties that are optimally located to accommodate higher density housing compared to typical single-family homes. This approach aligns with the Comprehensive Plan goal of building denser residential projects in Transitional subareas that house our workforce close to services and jobs.

Below are the minimum density standards for the NH-1 zone found in subsection “E” - Additional Zone-specific Standards:

E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the NH-1 zone.

1. **Minimum Density.** The minimum density for lots in the NH-1 is 17.425 units per acre. NOTE: this requirement is rounded down to the next whole number (e.g., 1.8 units = 1 unit). The following density ranges are provided for general guidance :
 - a. Lots approximately 5,000 sf or less: One Detached Single-Family Unit;
 - b. Lots approximately 5,001 - 7,499 sf: Two units (either detached or attached);
 - c. Lots 7,500 or larger: Three or more units (either detached or attached).

Proposed Amendment.

The applicant is requesting approval of an LDR Text Amendment to allow an exemption to the minimum density requirement of 17.425 units per acre in the NH-1 zoning district that requires owners to build 3 or more units if their lot is 7,500 sf or larger. As proposed, the exemption would require a maximum of only 2 units (not 3) to be built on lots between 7,500 sf to 10,000 sf if the lot is **not** served by an alley. Below is the proposed exemption language in red type:

E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the NH-1 zone.

1. *Minimum Density. The minimum density for lots in the NH-1 is 17.425 units per acre. NOTE: this requirement is rounded down to the next whole number (e.g., 1.8 units = 1 unit). The following density ranges are provided for general guidance:*
 - a) *Lots approximately 5,000 sf or less: One Detached Single-Family Unit;*
 - b) *Lots approximately 5,001 - 7,499 sf: Two units (either detached or attached);*
 - c) *Lots 7,500 or larger: Three or more units (either detached or attached), **except that lots without alley access and are no larger than 10,000 sf shall have a minimum density of two units (either detached or attached).***

According to the applicant, the proposed text amendment will provide flexibility to homeowners who have a lot without an alley by not forcing them to build 3 units, which can be practically difficult in meeting certain LDR standards (e.g., parking requirements and parking setbacks). As written, this amendment would not prohibit an owner from building a 3 units provided they can meet all physical development standards. In addition, to prevent an owner from aggregating multiple lots (e.g., an acre) and under-developing the site with 2 units, a 10,000 sf lot size limit is being proposed so that sites larger than 10,000 sf would not qualify for the density

reduction. There are no proposed changes to the dimensional standards of the NH-1 zone such as setbacks, LSR, FAR, building height, parking, etc. Finally, the applicant has referenced the “General Intent” section in the NH-1 zone which states that *“Care will be given to ensure that new development respects and enhances the character and cohesiveness of existing residential neighborhoods.”* The applicant acknowledges that the NH-1 zone is intended for higher densities, but also states that flexibility should be included allowing owners with non-typical lots to build incrementally toward the minimum density requirement.

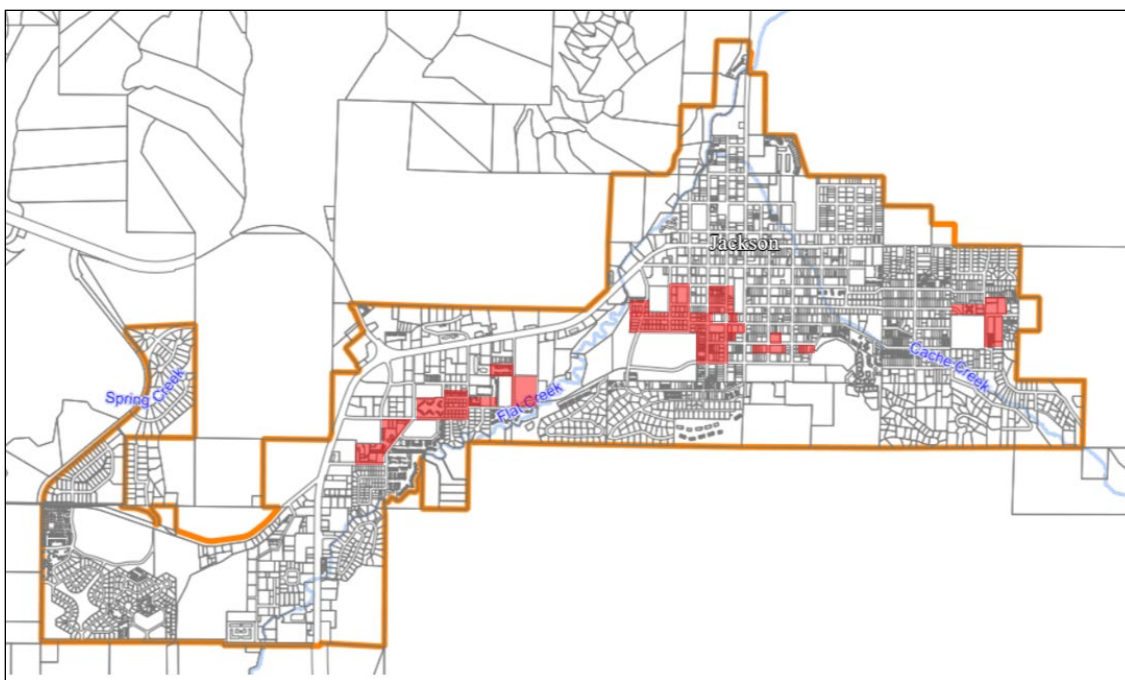
Staff Analysis.

After reviewing the proposed text amendment, staff finds that it complies with the general intent of the NH-1 zone by providing flexibility to those non-typical and often smaller lots that lack alley access while still allowing said lots to pursue higher densities if they want to do so. Staff agrees with the applicant that for a 7,500 sf lot, having an alley significantly increases the feasibility of meeting the minimum parking requirement for 3 dwelling units, which usually require 4 to 5 spaces. It is especially difficult to meet the minimum parking requirement on a lot with an existing single-family home. This is because the size and location of existing homes generally create spatial challenges that limit where required parking can fit and comply with the LDRs. Existing development also makes it challenging to meet other parking standards such as side setbacks, tandem parking limitations, and limits on the amount of curb cut width. With that being said, if parking and other LDR standards can be met, this text amendment would not prevent an owner from building 3 units or more units on a lot without an alley.

Furthermore, the current minimum density standard pretty much requires the demolition of existing homes to allow for full redevelopment of 3 units. This appears to be discouraging the redevelopment we were intending to create because no private landowner has redeveloped an NH-1 lot in the 4.5 years since the zone was adopted (i.e. only the Housing Department and St. John’s Hospital have gotten approvals for redevelopment).

Staff also supports the 10,000-sf lot size cap on this exemption because it will prevent larger sites, or the aggregation of lots to create a larger site, from being under-developed. For example, as proposed, if a developer owns an acre of NH-1 zoning, they would be required to adhere to the 17.425 units per acre requirement and could not simply build a large duplex. The 10,000 sf cap is in line with the intention of the zone which is to encourage higher-density residential development and the cap ensures that larger sites without alleys adhere to the minimum density.

In terms of impact, there are over 170 properties zoned NH-1. However, staff estimates the proposed exemption would apply to approximately 23-25 of the properties (i.e., lots between 7,500 sf – 10,000 sf without an alley). The degree to which this subset of properties would take advantage of the lower density allowance is not known but it can be expected that the overall density in these 23-25 properties would be reduced slightly. This loss of density, however, will still provide opportunities for workforce housing in ways that are consistent with the intended neighborhood character. The map below shows all NH-1 zoned properties in red:



Fee Waiver Request (P22-278).

In addition to the above text change, the applicant is requesting a fee waiver for the \$1,803.00 Text Amendment fee. Per Resolution 21-08 (Fee Schedule), the Town Council may reduce, defer, or waive application fees upon request if the proposed project advances significant community goals, which include projects that provide an extraordinary charitable, civic, educational, or similar benefit. Although the text amendment will relieve certain owners from the burden of having to build 3 units which can be challenging and beyond their desire and budget, staff does not find that it advances significant community goals nor provides an extraordinary charitable, civic, educational, or similar benefit. Staff views this text amendment more like an LDR clean-up that refines an existing zoning requirement for a limited number of property owners in the NH-1 zone. However, if the Council approves the fee waiver, staff will initiate a refund to the applicant.

Planning Commission.

The Planning Commission reviewed this item on January 18, 2023, and unanimously recommended approval to Town Council as presented.

Factors for Consideration.

Pursuant to Section 8.7.2 of the Town of Jackson Land Development Regulations, the advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. Is consistent with the purposes and organization of the LDRs;

Complies. One of the primary purposes of the LDRs is to implement the goals expressed in the Illustrating our Vision section of the Comprehensive Plan by achieving the desired future character identified for each character district and subarea. The properties throughout Town that were rezoned to NH-1 in 2018 were classified as “Transitional” subareas that anticipated redevelopment, reinvestment, and growth.

Staff finds that the proposed text amendment will not negatively impact these goals as it will still allow owners to build 3 units if they can meet all LDR standards.

2. *Improves the consistency of the LDRs with other provisions of the LDRs;*

Complies. The proposed text amendment improves the consistency with other provisions of the LDRs by providing flexibility to certain lots that are not considered “typical” (i.e., 50’x150’ with an alley). The LDRs already allow flexibility on many fronts, such as adjustments to parking, setbacks, building height, etc., and the proposed text amendment is consistent with the current tools available to provide flexibility.

3. *Provides flexibility for landowners within standards that clearly define desired character;*

Complies. Staff finds that the proposed text amendment provides flexibility for owners to develop incrementally within the current dimensional standards of the NH-1 zone while not forcing an infeasible minimum density on non-typical lots that lack alley access. This flexibility does not significantly impact the character of the zone because the standard at hand is related to the minimum density and not the maximum density. Thus, each property can still choose to build 3 units if it can comply with all of the applicable standards in the NH-1 zone.

4. *Is necessary to address changing conditions, public necessity, and/or state or federal legislation;*

Complies. Staff finds that the proposed text amendment is necessary because the minimum density requirement is not serving its intended purpose of encouraging . Essentially the minimum density requirement was intended to meet larger community goals of building housing for the workforce. Yet when the zoning changed, not all lots were in a position to easily achieve these goals, and those lots were those without alley access which makes it challenging to meet parking, access, and setback requirements. As evidence of this fact, no individual NH-1 lot has redeveloped under the minimum density requirements in the 4.5 years since the zone was adopted and staff has had few, if any, conversations with landowners expressing an interest in doing so.

5. *Improves implementation of the Comprehensive Plan; and*

Not applicable per WY state statute.

6. *Is consistent with other adopted Town Ordinances.*

Complies. The proposed amendment does not conflict with any other Town Ordinances.

Fiscal Impact.

If Council approves the fee waiver request, the applicant will be refunded the application fee of \$1,803.00. The application fee is intended to generally cover staff’s time (not just planning) in reviewing, researching, and writing a staff report on this specific text amendment request.

Staff Impact.

Staff has spent approximately 40 hours to complete research on this topic and prepare this staff report.

Attachments or Links.

Application packet

Departmental reviews

Suggested Motion.

ITEM A: I move to **approve** the proposed LDR Text Amendment (P22-269), based upon factors 1-6 in Section 8.7.2.C of the Land Development Regulations as presented by staff in this staff report dated February 21, 2023.

ITEM B: I move to **approve** fee waiver request P22-278.

Town of Jackson
Project Plan Review History
PLANNING

Project Number	P22-269	Applied	11/14/2022	AL
Project Name	LDR Text Amend - NH-1	Approved		
Type	LAND DEV REGS	Closed		
Subtype	TEXT AMENDMENT	Expired		
Status	STAFF REVIEW	Status		
Applicant	Michael Stern	Owner		
Site Address		City	State	Zip

Subdivision	Parcel No	General Plan
-------------	-----------	--------------

Type of Review	Status	Dates			Remarks
Contact		Sent	Due	Received	
Notes					
Legal		11/14/2022	12/5/2022		
Lea Colasuonno					

Planning	APPROVED	11/14/2022	12/5/2022	1/9/2023
Tyler Valentine				



TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

TRANSMITTAL MEMO

Town of Jackson

- ☐ Public Works/Engineering
- ☐ Building
- ☐ Title Company
- ☒ Town Attorney
- ☐ Police

Joint Town/County

- ☐ Parks and Recreation
- ☐ Pathways
- ☐ Joint Housing Dept

Teton County

- ☐ Planning Division

- ☐ Engineer
- ☐ Surveyor- *Nelson*
- ☐ Assessor
- ☐ Clerk and Recorder
- ☐ Road and Levee

State of Wyoming

- ☐ Teton Conservation
- ☐ WYDOT
- ☐ TC School District #1
- ☐ Game and Fish
- ☐ DEQ

Federal Agencies

- ☐ Army Corp of Engineers

Utility Providers

- ☐ Qwest
- ☐ Lower Valley Energy
- ☐ Bresnan Communications

Special Districts

- ☐ START
- ☐ Jackson Hole Fire/EMS
- ☐ Irrigation Company

Date: November 14, 2022	REQUESTS: The applicant is submitting a request for LDR Text Amendment to NH-1 sec. 2.2.9.E to amend minimum density requirements in lots 7,500 sf or larger in the Town of Jackson. For questions, please call Tyler Valentine at 733-0440, x1305 or email to the address shown below. Thank you.
Item #: P22-269	
Planner: Tyler Valentine Phone: 733-0440 ext. 1305 Email: tvalentine@jacksonwy.gov	
Applicant/Agent Michael Stern PO Box 837 Jackson, WY 83001	
Please respond by: December 5, 2022 (with Comments)	

RESPONSE: For Departments not using Trak-it, please send responses via email to:
alangley@jacksonwy.gov



PLANNING PERMIT APPLICATION
Planning & Building Department

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | www.townofjackson.com
Jackson, WY 83001

For Office Use Only

Fees Paid _____ Date & Time Received _____
Application #s _____

Please note: Applications received after 3 PM will be processed the next business day.

PROJECT.

Name/Description: _____
Physical Address: _____
Lot, Subdivision: _____ PIDN: _____

PROPERTY OWNER.

Name: _____ Phone: _____
Mailing Address: _____ ZIP: _____
E-mail: _____

APPLICANT/AGENT.

Name: _____ Phone: _____
Mailing Address: _____ ZIP: _____
E-mail: _____

DESIGNATED PRIMARY CONTACT.

_____ Property Owner _____ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson/200/Planning

Use Permit

_____ Basic Use
_____ Conditional Use
_____ Special Use

Relief from the LDRs

_____ Administrative Adjustment
_____ Variance
_____ Beneficial Use Determination
_____ Appeal of an Admin. Decision

Physical Development

_____ Sketch Plan
_____ Development Plan
_____ Design Review

Subdivision/Development Option

_____ Subdivision Plat
_____ Boundary Adjustment (replat)
_____ Boundary Adjustment (no plat)
_____ Development Option Plan

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

_____ Other: _____
_____ Environmental Analysis

PRE-SUBMITTAL STEPS. To see if pre-submittal steps apply to you, go to www.townofjackson.com/200/Planning and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.

Pre-application Conference #: _____ Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: _____

SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type for submittal requirements.

Have you attached the following?

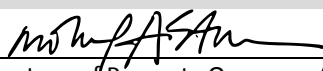
_____ **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

_____ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.

_____ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

Note: Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine compliance with the LDRs.

Under penalty of perjury, I hereby certify that I have read this application and associated checklists and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of Teton County to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.



Signature of Property Owner or Authorized Applicant/Agent

Michael A. Stern

Name Printed

11/11/22

Date

Applicant

Title

NH-1 Neighborhood High Density 1 – Proposed Text Amendment

Proposed addition to the LDR governing the NH-1 Complete Neighborhood Zone. Insert proposed text to follow the final section E of 2.2.9. NH-1: Neighborhood High Density 1:

E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the NH-1 zone.

1. Minimum Density. The minimum density for lots in the NH-1 is 17.425 units per acre.

NOTE: this requirement is rounded down to the next whole number (e.g., 1.8 units = 1 unit).

The following density ranges are provided for general guidance:

1. Lots approximately 5,000 sf or less: One Detached Single-Family Unit;
2. Lots approximately 5,001 - 7,499 sf: Two units (either detached or attached);
3. Lots 7,500 or larger: Three or more units (either detached or attached), *except that lots without alley access and are no larger than 10,000 sf shall have a minimum density of two units (either detached or attached).*

Explanatory Narrative:

The NH-1 zoning districts are distributed throughout the Town of Jackson, but occur primarily in transitional sub-areas of the Residential Core District and the Midtown District as defined by the Jackson Teton Comprehensive Plan. Most of these transitional sub-areas were later, post-WWII additions to the Town of Jackson plats and often – though not always – vary from the typical pattern of streets, alleys and blocks of the original historic town plan. As such, they reflect a paradigm shift in planning strategies, away from traditional town planning principles and towards a more “suburban” Post-War approach, which is also reflected in the architectural character of one-story ranch houses that are common in these areas.

The current LDR governing the NH-1 district is oriented towards that original Town lot pattern of a 50'x150' lot, accessed by a main frontage street – or two in the case of a corner – and a service alley (see Section 2.2.9 and accompanying illustration, page 2-54 of the LDR document). To further quote that document: “Care will be given to ensure that new development respects and enhances the character and cohesiveness of existing residential neighborhoods.” However; in its current form, the LDR does not provide flexibility and adaptability for those non-standard lots that occur throughout those later additions to the Town. This makes it difficult, if not impossible, to “respect and enhance” the existing character, while permitting compatible redevelopment.

A primary constraint in any new development is the need to meet the parking requirements. These atypical lots without alleys present a particular challenge in that regard since access is

also constrained and the lots themselves are often almost square in shape. These aspects further constrain future development within the lot envelope.

The minor density adjustment proposed will allow for much greater flexibility in the redevelopment of these odd-shaped lots by reducing the density from three units to two in larger, conforming lots of 7,500 sf. This will, of course, also reduce the parking demand, allowing for more creative use of irregularly shaped lots. As an additional benefit it will more easily permit renovation and preservation of existing homes, by allowing for one additional ARU to be added to the renovation of an existing single-family house. This will increase density and provide more workforce housing opportunities, while preserving neighborhood community character.

Tyler Valentine

From: Michael Stern <michael@masplaces.com>
Sent: Thursday, November 17, 2022 2:17 PM
To: Tyler Valentine
Subject: Text amendment fees



Dear Mayor and Town Councillors,

I am respectfully requesting the waiver of planning fees for the NH-1 Text Amendment application that I recently submitted because it will provide a measurable civic benefit, as described in the LDRs.

It is a stated goal of the Town Council to increase the opportunities for attainable housing in the Town of Jackson and increase the supply of Accessory Residential Units. This proposed text amendment will make it much easier for existing homeowners in the NH-1 districts to add ARUs to their existing single-family homes, either through renovation or additions. I know from speaking with many of my neighbors that they would like to add new ARUs, or already have existing apartments in their homes; this change will allow those additions or existing units to now operate within the LDRs. This, of course, will increase density and provide more workforce housing opportunities, while still preserving the existing neighborhood community character.

This text amendment will, therefore, expand opportunities for both property owners, renters and the broader Town of Jackson community, something that is clearly a significant civic benefit. For these reasons I believe that I should be waived from paying these planning fees.

Thank you for your consideration of this request.

Sincerely,

Michael

Michael A. Stern

PO Box 837, Jackson, WY 83001

Phone: 412-956-3750

Email: Michael@MASplaces.com

www.masplaces.com

STAFF REPORT



Meeting Date:	February 21, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Planning Department	Presenter:	Tyler Valentine
Agenda Item:	P22-242 Development Plan for a future 2-lot subdivision of the property located at 180 Aspen Drive	Public Comment:	Yes

Purpose & Policy Considerations.

According to the Town Land Development Regulations (LDRs) Section 8.5.3, a Development Plan is required prior to the submittal of a Subdivision Plat for land division.

Requested Action.

The applicant is requesting approval of a Development Plan for a future 2-lot subdivision in the Neighborhood Medium Density – 1 (NM-1) zoning district.

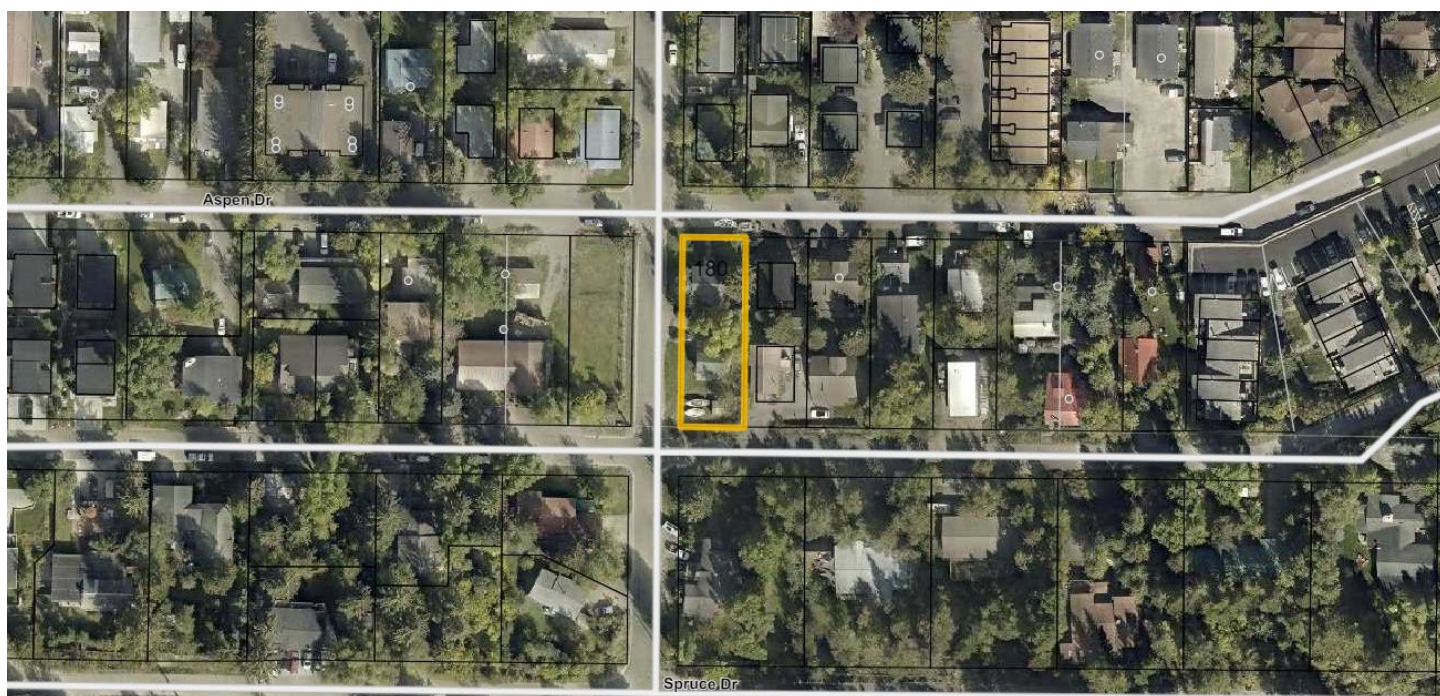
Recommendations.

The Planning Director recommends **approval** of a Development Plan for a future 2-lot subdivision at the property addressed at 180 Aspen Drive, subject to the Land Development Regulations, the department reviews attached hereto, and the following condition(s) of approval:

1. Prior to the recordation of the future plat, the cabin on Lot 2 shall be removed.
2. The parking spaces on Lot 1 (north lot) shown in the site plan are conditionally approved such that a subdivision plat cannot be submitted until the Town LDRs are amended to allow parking in the street setback area or an amended Development Plan is approved consistent with the current parking setback requirements. In addition, before the future plat is recorded, two compliant parking spaces for Lot 1 shall be constructed.

Project Location.

The property is addressed as 180 Aspen Drive (legally described as LOT 1, BLK. 4, ASPEN HILL LOTS). An aerial photo and zoning map are shown on the following page:



Background/Project Description.

The subject property is within the NM-1 zoning district and is located on the corner of Millward Street, Pine Drive, and Aspen Drive. The surrounding zoning to the north, east, and west is NM-1 zoning, and to the south is Neighborhood Low Density – 2. The site is 0.17 acres (7,500 sf) containing a total of two structures: a 672 sf single-story home with a 672 sf basement built in 1948, and a 308 sf single-story home built in 1954.

This Development Plan is being submitted for review prior to a Subdivision Plat request to subdivide the existing 7,500 lot in half creating a north lot (Lot 1) and a south lot (Lot 2). Each lot will be approximately 3,750 sf (50 feet wide by 75 feet deep) which meets the 3,750 sf minimum lot size for the NM-1 zoning district. Vehicular

access for Lot 1 will remain off Millward Street but will include a new compliant 20'-wide driveway. Since the cabin on Lot 2 will be removed, no vehicular access or parking is required. When developed, each new lot would allow 1,500-1,688 sf of above-ground habitable and a maximum of 2 units: 1 detached single-family home with 1 Accessory Residential Unit (ARU).

Analysis.

Staff has reviewed the proposed development for compliance with the applicable dimensional limitations of the NM-1 zone. The dimensional limitations for each lot are listed below:

	Allowed / Required	Lot 1 (north)	Lot 2 (south)	Complies
Minimum Lot Size	3,750 sf	3,750 sf	3,750 sf	Yes
FAR (max)	0.40 plus .05 increase for each ARU = 1,500 sf – 1,688 sf	672 sf (existing home)	308 sf (existing cabin to be removed)	Yes
LSR (min)	0.50 plus 0.10 reduction for each ARU = 1,875 sf – 1,500 sf	2,311 sf (existing)	3,750 sf (after the cabin is removed)	Yes
Primary Street Setback	20'	20' (north)	20' (south)	Yes
Secondary Street Setback	10'	10' (west)	10' (west)	Yes
Side Setback	10'	10' (east)	10' (east)	Yes
Side Setback	10'	10' (south)	10' (north)	Yes
Parking	2 per SFD	2 *	n/a	Yes
Curb Cut (max)	20' per lot	20' (Millward)	n/a	Yes
Height	26'-30' depending on the roof pitch	Less than 26'	n/a	Yes
Stories	2 max	1 story (existing)	n/a	Yes
Density	Max of 1 primary unit + 1 ARU per primary unit = 2 units max per lot	1 unit (existing)	n/a	Yes

*As conditioned, the applicant will be required to provide new compliant parking for Lot 1.

Lot Configuration

After reviewing the request, staff is able to make the required findings for a Development Plan and find that the request is consistent with the LDRs as conditioned. The NM-1 zone allows for land division provided that all new lots meet the minimum lot size of 3,750 sf with which this application complies. Both lots will have a 30' wide by 45' deep building envelope (1,350 sf) which is reasonable enough to accommodate the allowed FAR range of 1,500 sf – 1,688 sf. In addition, both existing structures conform to the new setbacks and thus no structure nonconformities are created as a result of this request.

Access/Parking

As part of all land division, non-building nonconformities cannot be created or increased. Non-building nonconformities include, but are not limited to, lacking sufficient parking, parking that encroaches into the right-of-way, parking that is located within a setback, etc. In the case of 180 Aspen Drive, the existing parking is nonconforming because the spaces encroach partially into the right-of-way and the proposed lot split will increase the nonconformity by introducing a 5' side yard parking setback along the new dividing property line. Thus, as part of this lot split Lot 1 will have to provide 2 compliant parking spaces and a compliant curb cut. Lot 2 will not have to provide parking because the existing cabin will be removed prior to recording the subdivision plat.

One challenge in providing 2 compliant parking spaces for Lot 1 is meeting the 10' street yard parking setback on Milward which would require a portion of the home to be removed (i.e., the portion of the home that bumps out to the south). Although the removal of structures, or portions of structures, is common as a result of land division and boundary adjustments, the owner cannot remove this portion of the home because it serves as the essential access to the home and the basement. In other words, removing this portion would force the home to be less compliant with the building code as it relates to life safety. Knowing that the Town Planning Department is currently engaged in an LDR clean-up, which includes a staff recommendation to remove parking setbacks from this zone in the coming months, staff is conditionally approving the parking as proposed even though it is drawn within the current 10' street yard setback. As conditioned (Condition #2), the owner can proceed with the Development Plan approval but must wait until after the parking setbacks have been changed to apply for their Subdivision Plat. This approach comes with the risk to the applicant that if the Town Council does not approve the parking setback changes then the applicant would need to amend the approved Development Plan and then move forward with the plat. Alternatively, the applicant could simply allow the Development Plan to expire within the typical 18-month period under the LDRs.



Park & School Exactions

The applicant has submitted worksheets for Park and School Exaction estimations. However, the lot is not subject to exaction fees until the time of plat recordation. Park Exactions are estimated to be \$2,000.00 and School Exactions are estimated to be \$2,700.00.

Subdivision Plat Submittal

If the applicant does not submit a Subdivision Plat application within 18 months of the Development Plan approval, the Development Plan will expire.

Public Comment

None at the time of writing this report.

Planning Commission

The Planning Commission reviewed this item on January 18, 2023, and unanimously recommended approval to Town Council as presented and conditioned.

Comprehensive Plan & Priority Alignment.

Pursuant to Section 8.3.2 Development Plan of the Land Development Regulations, a development plan shall be approved upon finding the application:

1. ***Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.***

This finding is not applicable according to the Wyoming Supreme Court.

2. ***Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.***

Complies. The proposed Development Plan is not located in the NRO or the SRO.

3. ***Does not have significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.***

Complies. The development will mitigate park and school impacts for the newly created lot through payment of exactions at the ratio required in the LDRs for residential development at the time of Subdivision Plat recordation. As conditioned, staff finds that the proposed subdivision will not have a significant impact on other public facilities and services as the development does not expand the anticipated growth within the NM-1 zone.

4. ***Complies with the Town of Jackson Design Guidelines, if applicable.***

Complies. Design Guidelines do not apply to this request.

5. ***Complies with all relevant standards of these LDRs and other Town Ordinances.***

Complies. As conditioned, staff finds that the Development Plan proposal is in compliance with all relevant LDR standards and Town Ordinances.

6. *Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

Complies. Not applicable.

Fiscal Impact.

Park Exactions - \$2,700

School Exactions - \$2,000

Staff Impact.

The amount of staff time to review, research and write this report is typical of that of a Development Plan for land division and is 40 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

Suggested Motion.

I move to **approve** a Development Plan (P22-242) for a future 2-lot subdivision for the property located at 180 Aspen Drive based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated February 21, 2023.

**Development Plan
For
180 Aspen Drive**



Applicant:

Anderson, Jean Ellen Revocable Living Trust
P.O. Box 4547
Jackson, Wyoming 83001

Town of Jackson

Submittal Date: September 29, 2022

Project No. 22099.20

Prepared by:



JORGENSEN
It's About People, Trust and Know How

Jorgensen Associates, Inc.
Engineers, Land Surveyors, & Planners
1315 Highway 89 South, Suites 201 & 203 83001
P.O. Box 9550 - Jackson, WY 83002
307.733.5150

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SECTION 1 – PROJECT BACKGROUND AND OVERVIEW

A. PROJECT BACKGROUND

The applicant seeks approval for a land division that will split Lot 1, Block 4, of Plat 124 into two separate lots as allowed by Section 2.2.7.D.1. of the Jackson Land Development Regulations (LDRs). The applicant intends to retain ownership of and reside on one lot and then sell the second lot. Approval of this Development Plan (DEV) compliments the intended role of the Neighborhood Medium Density-1 (NM-1) Zone by encouraging redevelopment and revitalizing established infrastructure but in keeping with the character of the neighborhood. Similar lot splits have been completed within the surrounding area. Lot 1 of Plat 124 will be vacated, and a new plat recorded with reconfigured lot lines depicting two new lots equal in size (See **Exhibit B** in **Section 3** of this application).

The property is located at 180 Aspen Drive and is comprised of 0.17 acres (7,500 square feet) of land located within the Town of Jackson, Teton County Wyoming (**Property**). The subject property is legally described as Lot 1 of the Aspen Hills Lots, Plat 124, Teton County, Wyoming. Existing conditions include two (2) single-family residential units. The main residence was built in 1948 and is 672 square feet (sf), the second residence is a 308 sf cabin with fixtures built in 1954. A combined total of 980 sf of habitable floor area exists on the property.

The recorded dimensions Lot 1, Block 4, of Plat 124 (See **Section 5**), are 50' x 150' (7,500 sf), however a recent survey of Lot 1 results in a 33.8' sf discrepancy. As stated in section 2.2.7.A.4 of the LDRs, “[l]ots are typically either 7,500 or 3,750 square feet but may also be any size within this range.” Keeping in character with the neighborhood, and the intended nature of this zone, we are treating this lot as 7,500 sf to then be subdivided into two 3,750 sf lots as allowed per Division 2.2.7.D.1. of the LDRs. This subdivision is common in this area of Town and in the NM-1 Zone.

Parcel Identification Number involved in this Development Plan:

180 Aspen Drive

Lot 1: 22-41-16-33-4-07-006 (Subject Property)

B. OWNER & PROJECT TEAM INFORMATION

PROPERTY OWNER

Lot 1 BLK 4, Plat 124

Anderson, Jean Ellen Revocable Living Trust

c/o Jean Anderson

P.O. Box 4547

Jackson, Wyoming 83001

LAND PLANNING, SURVEY & OWNERS' REPRESENTATIVE

Jorgensen Associates, Inc.

1315 Highway 89 South, Suites 201 & 203; 83001

P.O. Box 9550 Jackson, Wyoming 83002

307-733-5150

C. DEVELOPMENT PROPOSAL

This DEV seeks approval for land division of developed property within the Town of Jackson which is allowed per Section 2.2.2.4.D. of the Land Development Regulations (LDRs). The Applicant seeks to vacate Lot 1 from Plat 124 to reconfigure the lot lines to create two separate lots. The parking and access for the proposed northern lot will remain in the same area that the owner has used historically on South Milward Street. Access and parking for the proposed southern lot will be at the discretion of the future developer with access from Pine Drive being preferred by the Town of Jackson. All required infrastructure, access, utilities, and services currently exist to the property and will be available to any future redevelopment. A Subdivision Plat application will be submitted upon the approval of this application. The applicant will apply for, and complete, a Demolition Permit for the cabin prior to approval the new plat. Residential Subdivision exactions apply.

D. FINDINGS FOR APPROVAL

1. Division 8.3.2.C Development Plan Findings for Approval

a. *Is consistent with the desired future character for the site in the Jackson/Teton County Comprehensive Plan.* The subject property is located within District 3.2: Town Residential Core of the Jackson / Teton County Comprehensive Plan. Subarea 3.2 specifically has a high desire for redevelopment, revitalization, and reinvestment. Due to its central location in the core of Town, the future character of this subarea will include increased density to maintain and help meet our community's Growth Management and workforce housing goals. The approval of this application is consistent with the future desired characteristics of this subarea. **Complies.**

b. *Achieves the standards and objectives of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.* The subject property is not located in either the Natural Resource Overlay or the Scenic Resource Overlay. **Not Applicable.**

c. *Does not have significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police fire, and EMS facilities.* The historical use of the property involves two residential units that were constructed in 1948 and in 1954 and have been occupied ever since. The approval of this development plan would have negligible effects on transportation, potable water and wastewater facilities, parks, schools, police fire, and EMS facilities. If this development

plan is approved, the new lots will each be limited to the bulk and scale of development as per the LDRs in the NM-1 Zone. **Complies.**

d. Complies with all relevant standards of these LDRs and other County Resolutions.

The applicant seeks approval for a land division as allowed by Section 2.2.7.D.1. of the LDRs and is compliant with all the relevant standards of these LDRs and other County Resolutions. **Complies.**

e. Is in substantial conformance with all standards or conditions of any prior or applicable permits or approvals. There are no previous permits or conditions for this lot. **Complies.**

- E. STRUCTURE LOCATION AND MASS** – All existing development is currently in conformance with the standards of the NM-1 Zone and the approval of this application will not create a non-conformity (See **Section 4**).

Primary Building Setbacks – TOJ NM-1 Zone

Primary Street	20'
Secondary Street	10'
Side Interior/Rear	10'

Max Height* 26' to 30'

Max Floor Area** 3,000 sf (*maximum FAR for subject property*)

*Maximum height depending on roof pitch

Accessory Structure Setbacks – TOJ NM-1 Zone

Primary Street	30'
Secondary Street	10'
Side Interior*	5'
Rear	10'

*Structure Height ≤ 14'

F. SITE DEVELOPMENT

Site Development – TOJ NM-1 Zone*

Primary/Secondary Street	20'
Side Interior/Rear	5'

*All site development, excluding driveways or parking.

Parking Setbacks – TOJ NM-1 Zone

Primary Street*	20'
Secondary Street*	10'
Side Interior	5'
Rear	5'

*Excludes 20' max driveway allowed in primary/secondary street setback

G. LANDSCAPING – Existing conditions located at 180 E. Aspen Drive meet the standards set forth by Section 2.2.7. of the LDRs and all future development will be in compliance with Section 2.2.7.C. of the LDRs.

H. GRADING, EROSION CONTROL, STORMWATER – Future demolishing or development will be in compliance with the standards set forth by Section 2.2.7. and Section 5 of the LDRs.

I. ALLOWED USES & USE REQUIREMENTS

1. Allowed Uses – This application contemplates land division for residential development, which is an allowed use in the NM-1 Zone and Section 2.2.7.C. of the LDRs; any other uses will be in compliance with the NM-1 Zone (See **Table 1** below).

TABLE 1 - ALLOWED USE AND USE STANDARDS*					
Allowed Uses				Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Residential					
Detached Single-Family Unit	Y	2 units per lot	8,000sf habitable excluding basement	2/DU	$0.000017(sf) + (Exp(-15.49 + 1.59*Ln(sf)))/2.176$
Attached Single-Family Unit	B	1 unit per lot		1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	$0.000017(sf) + (Exp(-14.17 + 1.59*Ln(sf)))/2.176$
Apartment	B	2 units per lot		1/bed	exempt
Dormitory	c	n/a		.05/bed	exempt
Group Home	c	n/a	n/a		
Accessory Uses					
Accessory Residential Unit	B	1 per unit	< 1,000sf	1/DU if < 2 bedrooms and < 500sf; otherwise, 1.5/DU	exempt
Home Occupation	B	n/a	n/a	n/a	exempt
Home Business	B	n/a	n/a	1/employee	exempt
Family Home Daycare	C	n/a	n/a	1/employee + 1 off street pick up/drop off	exempt
Temporary Uses					
Temporary Shelter	B	1 per lot	n/a	2/DU	exempt

Y=Use allowed, no use permit required, B=Basic Use Permit ([Sec. 8.4.1.](#)), C=Conditional Use Permit ([Sec. 8.4.2.](#))

2. Parking – The proposed use for these lots is detached single-family residential units requiring two parking spaces per dwelling unit for a total of four parking spaces required. Historically, the two residential structures have utilized shared parking with

access from South Milward Street. The applicant wishes to maintain this historical use for the northern lot and intends to remove the existing cabin prior to the recording on a new plat. Access and parking for the proposed southern lot will be at the discretion of the future developer with access from Pine Drive being preferred by the Town of Jackson.

J. ALLOWED SUBDIVISION AND DEVELOPMENT OPTIONS

1. **Land Division Standards** – This application is in compliance with the standards set forth by Section 7.2.3. of the LDRs.
2. **Condominium and Townhouse Subdivision** – Not contemplated in this application.

K. RESIDENTIAL SUBDIVISION REQUIREMENTS

1. **Parks and School Exactions** – This application creates one new lot for residential use that is subject to development exactions. Exaction calculations have been tabulated based upon the Town of Jackson baseline of one single-family home with three bedrooms for each newly recorded lot and are attached in **Section 3** of this application.

L. INFRASTRUCTURE

1. **Transportation Facility Standards** – Access to Roads, Streets and Highways. Historically, the owner and applicant has gained access to the property via South Millward Street and the applicant desire to maintain this historical access. Access from Aspen Drive is neither desirable nor practical. The northern boundary of the property borders Aspen Drive where both the primary building and parking setbacks are 20'; gaining access via and parking off of Aspen Drive is not plausible with the existing structure in which the applicant intends to maintain residence. The southern boundary of the lot borders Pine Drive as Pine Drive descends a steep slope towards a stop sign at the intersection of Pine Drive and South Millward Street. Access and parking for the proposed southern lot will be at the discretion of the future developer with access from Pine Drive being preferred by the Town of Jackson.
2. **Required Utilities** – Existing. Current utility connections to the cabin located on the southern portion of the property will be terminated and abandoned upon approval for a Demolition Permit. New utility connections for water and sewer will be applied for with the Town of Jackson at Building Permit. Town water lines are located in both Aspen Drive and Pine Drive. Town sewer service is located in Milward Street.

SECTION 2 – ENGINEER’S REPORT

A. INTRODUCTION

This Development Plan Engineer’s Report is intended to provide the engineering basis for design and to discuss engineering related issues for the land division of the properties located at 180 Aspen Drive with a legal description of: Lot 1 Block 4 of the Aspen Hill Lots, Plat 124.

B. SETTING

The property is located in the southern portion of the Town of Jackson, Wyoming. One single-family residence and a single-family accessory (cabin) unit exist on Lot 1. The proposed development plan will subdivide Lot 1 into two separate lots of equal size and remove the existing cabin unit.

C. SOILS AND SITE CONDITIONS

No soils investigation has been conducted for this application; however, Jorgensen anticipates colluvium material overlain with fine grain soils, or loess. A soils investigation may be conducted for new development.

D. GROUNDWATER, STREAMS, & RIVERS

No streams, rivers, irrigation ditches, or lakes are nearby this development. No groundwater investigation has been conducted as part of this application.

E. GRADING, EROSION CONTROL, DRAINAGE, & STORMWATER

No grading or physical development is proposed for this application. Future development will be required to address grading, erosion control, stormwater, and drainage.

F. ROADS AND ACCESS

Access to the proposed new subdivision could be from Aspen Drive, Pine Drive, or South Milward Street, which are all public rights-of-way. Historically, access for the two existing residential units has been from South Milward Street. This Development Plan proposes to maintain access to the northern lot via South Milward Street and access to the southern lot to be at the discretion of the future developer with access from Pine Drive being preferred by the Town of Jackson.

G. TRAFFIC

There are already two (2) dwelling units on the property, and this application does not contemplate an increase in density. Increased traffic due to future development on these lots is not anticipated and will not adversely affect public facilities and services, including streets, police, and fire and emergency medical services.

H. PARKING

Two (2) parking spaces per dwelling unit are required as per the NM-1 Zone standards. Each proposed lot shall have approximately 396 sf of parking area for two parking spaces.

I. PATHWAYS

There are no pathways or sidewalks existing along any side of the subject property nor along any part of either Aspen Drive or Pine Drive. None are being proposed with this application.

J. WATER

According to the Town of Jackson GIS, a water main is located in both Aspen Drive and Pine Drive. A new water connection for the development of the southern lot will be constructed at Building Permit.

K. WASTEWATER

Any new proposed residential units will connect to the Town of Jackson wastewater collection and treatment systems. The two existing structures are currently served by one sewer connection to the Town sewer main located in South Milward Street. According to the Town of Jackson GIS, a second sewer stub exists near the intersection of South Milward Street and Pine Drive; a new sewer connection for new development of the southern lot will be constructed at Building Permit.

L. CABLE UTILITIES AND GAS

Typical cable utility and gas services are available to the lots.

M. SNOW STORAGE

The properties will be required to comply with the required square footage for development of these lots, including snow storage.

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: _____

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: _____
2. LOCATION: _____
3. PROJECT NUMBER: _____

4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	X	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	_____		1.25	_____
1 BEDROOM	_____		1.75	_____
2 BEDROOM	_____		2.25	_____
3 BEDROOM	_____		3.00	_____
4 BEDROOM	_____		3.75	_____
5 BEDROOM	_____		4.50	_____
EACH ADDITIONAL BEDROOM	_____		0.50	_____
DORMITORY	_____		1 per 150 sf of net habitable area	_____
TOTAL				_____

5. CALCULATE REQUIRED PARK ACREAGE:

TOTAL PROJECTED POPULATION	X	<u>9 ACRES</u> 1000 RESIDENTS	=	_____ REQUIRED ACRES
-------------------------------	---	----------------------------------	---	-------------------------

6. CALCULATE CASH-IN-LIEU:

_____ REQUIRED ACRES	X	\$100,000 (VALUE OF LAND)	=	\$ _____ CASH- IN-LIEU
----------------------	---	------------------------------	---	---------------------------

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE:_____

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: _____
2. LOCATION: _____
3. PROJECT NUMBER: _____

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		_____		_____
.015 ACRES PER UNIT MULTI-FAMILY		_____		_____

5. CALCULATE CASH IN-LIEU:

$$\frac{\text{LAND DEDICATION}}{\text{STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \frac{\text{CASH-IN-LIEU}}{\text{CASH-IN-LIEU}}$$

6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

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LEGEND

- boundary, subject property
- boundary, adjacent property
- boundary, proposed new subdivision line
- boundary, structure setbacks
- boundary, parking setback
- proposed access
- proposed parking
- existing building footprint



VICINITY MAP
SCALE: 1" = 200'

DEVELOPMENT CALCULATIONS

EXISTING CONDITIONS

Aspen Hill Lots, Plat 124

	Lot Size	Front	Side	Rear	Setbacks & Development Calculations		Site Development	LSR
					Density (Units)	FAR		
Lot 1 BLK4	7,500 sf	20'	10'	10'	1 Single-family Unit 1 Accessory Structure	672 sf 308 sf 980 sf (Total)	1,389 sf	6,077 sf

NM-1 ZONE STANDARDS

Aspen Hill Lots, Plat 124

	Lot Size	Front	Side	Rear	Setbacks & Standards - Neighborhood Medium Density-1 (NM-1) Zone			
					Density (Units)	FAR (Max)	Site Development (Max)	LSR (Min)
Lot 1 BLK4	7,500 sf	20'	10'	10'	1 Single-family Unit 1 Accessory Structure*	3,000 sf	4,125 sf	3,375 sf

PROPOSED CONDITIONS

New Subdivision Plat:

	Lot Size	Front	Side	Rear	Setbacks & Standards			
					Density (Units)	FAR (Max)	Site Development (Max)	LSR (Min)
Proposed Lot 1	3,750 sf	20'	10'	10'	1 Single-family Unit*	1,500 sf	2,063 sf	1,688 SF
Proposed Lot 2	3,750 sf	20'	10'	10'	1 Single-family Unit*	1,500 sf	2,063 sf	1,688 SF

*Additional accessory structures allowed per NM-1 Zone



JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

PREPARED BY: IB/YL

MAP PREPARED: 10/31/2022

PROJECT NUMBER: 22099

PROPOSED CONDITIONS
180 ASPEN DRIVE
Lot 1, Block 4, Plat 124
Aspen Hills

LOCATED WITHIN
Section 87
T.62N., R.127W., 6th P.M.
Teton County, Wyoming



PLANNING PERMIT APPLICATION
Planning & Building Department

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | www.townofjackson.com
Jackson, WY 83001

For Office Use Only

Fees Paid _____ Date & Time Received _____
Application #s _____

Please note: Applications received after 3 PM will be processed the next business day.

PROJECT.

Name/Description: _____
Physical Address: _____
Lot, Subdivision: _____ PIDN: _____

PROPERTY OWNER.

Name: _____ Phone: _____
Mailing Address: _____ ZIP: _____
E-mail: _____

APPLICANT/AGENT.

Name: _____ Phone: _____
Mailing Address: _____ ZIP: _____
E-mail: _____

DESIGNATED PRIMARY CONTACT.

_____ Property Owner _____ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson/200/Planning

Use Permit

_____ Basic Use
_____ Conditional Use
_____ Special Use

Relief from the LDRs

_____ Administrative Adjustment
_____ Variance
_____ Beneficial Use Determination
_____ Appeal of an Admin. Decision

Physical Development

_____ Sketch Plan
_____ Development Plan
_____ Design Review

Subdivision/Development Option

_____ Subdivision Plat
_____ Boundary Adjustment (replat)
_____ Boundary Adjustment (no plat)
_____ Development Option Plan

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

_____ Other: _____
_____ Environmental Analysis

PRE-SUBMITTAL STEPS. To see if pre-submittal steps apply to you, go to www.townofjackson.com/200/Planning and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.

Pre-application Conference #: _____ Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: _____

SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type for submittal requirements.

Have you attached the following?

_____ **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

_____ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.

_____ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

Note: Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine compliance with the LDRs.

Under penalty of perjury, I hereby certify that I have read this application and associated checklists and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of Teton County to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.



Signature of Property Owner or Authorized Applicant/Agent

Date

Name Printed

Title



PRE-APPLICATION CONFERENCE SUMMARY

Planning & Development Department Planning Division

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 687 | fax: (307) 734-3563
Jackson, WY 83001 | www.townofjackson.com

This Summary will be prepared by Planning Staff. The applicant, or the applicant's agent, shall receive a copy of this summary for their reference in submitting a sufficient application.

Staff may request additional materials during review as needed to determine compliance with the LDRs.

PRE-APPLICATION MEETING BASICS.

PAP#: P22-178
Date of Conference: August 8, 2022
Planning Staff: Katelyn Page

PROJECT.

Name/Description: 180 Aspen Drive Land Division
Physical Address: 180 Aspen Drive
Lot, Subdivision LOT 1, BLK. 4, ASPEN HILL LOTS PIDN: 22-41-16-33-4-07-006
Zoning District(s): Neighborhood Medium Density-1 (NM-1)
Overlay(s): N/A

STAKEHOLDERS.

Applicant: Jorgensen Associates – Matt Gotham / Isaac Boettcher / Ryan Wells
Owner: Jean Ellen Anderson
Agent: _____

REQUIRED APPLICATIONS. (See B.12, C.1, D.4 of applicable zone in Article 2, 3 or 4) *This project will require the following applications:*

Application	Reason	Fee
Development Plan	Required prior to all Subdivision Plats (Section 8.3.3)	\$3,005
Subdivision Plat	Required for lot split (Section 8.5.4)	\$1,202 plus review fees
Demo Permit (TBD)	Required to remove a structure from a property	\$100

MEETING ATTENDEES:

Name	Company	Phone/Email
Jean Ellen Anderson	Property Owner	
Matt Gotham	Jorgensen	
Isaac Boettcher	Jorgensen	
Ryan Wells	Jorgensen	
Katelyn Page	Town Planning	307-733-0440 x1302
Tyler Valentine	Town Planning	307-733-0440 x1305

TIMELINES. *This table is intended to provide general information regarding the review process and timing of decisions. See Article 8 for a complete explanation of the review process.*

For administrative decisions made by the Planning Director, the following timelines are generally applicable:

Application Types:	Sufficiency	Planning Director
n/a	n/a	n/a

For decisions requiring a public hearing process, the following timelines are generally applicable:

Application Types:	Sufficiency	Planning Commission (PC)/ Board of Adjustment (BOA)	Town Council
STEP #1 Development Plan	Within 14 days of Submittal	Hearing within 90 days of Sufficiency	Hearing within 60 days of PC Recommendation
STEP #2 Subdivision Plat	Within 14 days of Submittal		Hearing within 90 days of Sufficiency
STEP #3 Demo Permit (TBD)	n/a	n/a	n/a

GENERAL INFORMATION.

☒ *Required, If Checked.*

☐ *If not checked, review requirement with a Staff member to determine if necessary for your application.*

Requirement**Notes**

☒ Planning Permit Application. The application should list all pertinent permits (use, physical development, interpretation, relief from the LDRs, Development Option/Subdivisions, Amendments to the LDRs) for which you are applying.	Required to be filled out and signed.
☒ Notarized Letter of Authorization. See Section 8.2.4.A for requirements. A template is established in the Administrative Manual.	Required if the applicant/representative is not the owner of the property.

✓	Application Fees. Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.	Please see above.
✓	Review fees. The applicant is responsible for paying any review fees and expenses from consulting services necessitated by the review of the application by the Town Surveyor, Town Engineer, Town Associate Engineer, Title Company and any other required consultant. Such fees shall be paid prior to approval of the permit.	Review fees required with Subdivision Plat for surveyor and title review.
✓	Mailed Notice fee. See Section 8.2.14.C.4 for notice requirements. If mailed notices are required, the applicant is responsible for paying for any mailing in excess of 25 notices.	Done by the Town Staff. Required for Dev. Plan and Subdivision Plat
	Other information needed. All applications submitted to the Town of Jackson Planning Department must be submitted in digital format once the application is determined to be sufficient.	
✓	Response to Submittal Checklist. All applications require response to applicable review standards. For applications where a pre-application conference is required, applicable standards are identified below. If a pre-application conference is optional, see the submittal checklist for the relevant application type.	Response to this checklist as well as LDR Section 8.3.3 and 8.5.4 at time of application.
✓	Title Report. A title report, title certificate or record document guarantee prepared within the last six months that includes evidence of ownership and all encumbrances on the subject property. Copies of the documents referenced in the report should not be submitted unless requested by the planner during review.	Required with Subdivision Plat only.
✓	Narrative description of the proposed development. Briefly describe the existing condition of the property and the proposed use, physical development, subdivision or development option for which you are seeking approval.	Includes findings for Development Plan. Development Plan requires 9 hard copies and 1 digital. Demonstrate compliance with LDRs for each newly created lot: min lot size, access, FAR, LSR, building envelop sizes, etc.
	Proposed Development Program. Please use the attached template established in the Administrative Manual.	
✓	Site Plan. Please see the attached list of minimum standards for a site plan, established in the Administrative Manual.	Showing building envelopes: Proposed site plans must show that LDR compliance is possible with lot division and does not create any nonconformities such as parking or building setbacks. Lot division allowed for lot size minimum 3,750 SF. See below comments on lot size interpretation in the NM-1 zone.
	Floor Plans. Include floor plans for any existing buildings that will be occupied by a proposed use. If changes to existing buildings are proposed, indicate those on the floor plans.	
✓	Neighborhood Meeting Summary. See Section 8.2.3 for Neighborhood Meeting requirements.	Optional for a Development Plan
✓	Posted Notice. See Section 8.2.14.C.4 for Posted Notice requirements for all public hearings.	

☒ **Digital Format.** All application submitted to the Town Planning Department must be submitted in digital format.

Requirements listed under each Article will be checked if required for the application.

☒ *Required, If Checked.*

☐ *If not checked, this requirement is not applicable to your application.*

ARTICLE 2, COMPLETE NEIGHBORHOODS, ARTICLE 3, RURAL AREA ZONES, and ARTICLE 4, SPECIAL PURPOSE ZONES – (Public/Semi-Public & Park and Open Space zones only).

Applicable Zone: NM-1

Applicable LDR Section: 2.2.7

PHYSICAL DEVELOPMENT. Please see Subsection B in applicable Zone District for specific standards.

Requirement	Notes
☒ Structure Location and Mass (setbacks, height, FAR, etc.)	Show existing buildings in relation to all setbacks.
☐ Maximum Scale of Development (individual building size)	
☐ Design Review (Design Guidelines and Design Review Committee)	
☒ Site Development (Driveway and Access limits)	Identify existing and proposed access. Show parking dimensioned on plans.
☒ Landscaping (see Div. 5.5 for more information)	Provide the new LSR requirements for each new lot.
☐ Fencing (see Sec. 5.1.2 for more information)	
☐ Environmental Standards (see Div. 5.1 and 5.2 for more information) • Natural Resource Buffers • Irrigation Ditch Setback • Natural Resource Overlay Standards	
☐ Scenic Standards (see Div. 5.3 for more information) • Exterior Lighting • Scenic Resource Overlay (SRO) Standards	
☐ Natural Hazards to Avoid (see Div. 5.4 for more information) • Steep Slopes • Areas of Unstable Soils • Fault Areas • Floodplains • Wildland Urban Interface	
☐ Signs (see Div. 5.6 for more information)	

Grading, Erosion Control, Stormwater (see Div. 5.7 for more information)

May be required with Demo permit

- Grading
- Erosion Control
- Stormwater Management

USE STANDARDS. *Please see Subsection C in applicable Zone District for specific standards.*

Requirement

Notes

Allowed Uses (see Div. 6.1 for more information)

Parking (see Div. 6.2 for more information)

Affordable Workforce Housing (see Div. 6.3 for more information)

Maximum Scale of Use

Operational Standards (see Div. 6.4 for more information)

- Outside Storage
- Refuse and Recycling
- Noise
- Vibration
- Electrical Disturbances
- Fire and Explosive Hazards
- Heat and Humidity
- Radioactivity

SUBSECTION D, DEVELOPMENT OPTIONS. *Please provide the following information for the applicable zone.*

Requirement

Notes:

✓	Allowed Subdivision Development Options	and	-Parks and Schools Exactions required at time of subdivision plat
	Subdivision Option Permits	and	Development

Additional Comments:

ARTICLE 7, DEVELOPMENT OPTION AND SUBDIVISION STANDARDS APPLICABLE IN ALL ZONES.

Requirement

Notes

Division 7.1, Development Option Standards

7.1.3 Urban Cluster Development

7.1.4 Mobile Home Park

✓ **Division 7.2, Subdivision Standards**

7.2.2 Standards Applicable to all Subdivision

7.2.3 Land Division Standards

7.2.4 Condominium and Townhouse Subdivisions

✓	Division 7.5, Development Exaction Standards	Park – 9 acres per 1,000 resident
	7.5.2. Park Exactions	Schools - .020 acres per 1- or 2-family unit
	7.5.3. School Exactions	.015 acres per multi-family unit
		Include exaction sheet calculations with subdivision application
✓	Division 7.6, Transportation Facility Standards	
	7.6.2 Access to Roads, Streets and Highways	
	7.6.3 Streets, Alleys, and Easements	
	Division 7.7, Required Utilities	
	7.7.2 Potable Water Supply	
	7.7.3 Sanitary Sewer Systems	
	7.7.4 Irrigation Ditch Systems and Design	
	7.7.5 Other Utilities	
	7.7.6 Fuel Storage Tank	
	Division 7.8, Workforce Housing Incentive Program	

PLAN REVIEW COMMITTEE. *The Plan Review Committee consists of the following listed agencies. Planning Staff will transmit pertinent portions of the application to each agency. **Other agencies and individuals not checked off on this list may be added to the PRC if necessary.***

✓	Public Works/Town Engineer	✓	Police Department
✓	Building Official	✓	START Bus
✓	Town Attorney	✓	Jackson Hole Fire EMS
	Town Clerk	✓	Parks and Recreation Department
✓	Pathways Coordinator		Teton County School District #1
✓	Surveyor – for subdivision plat		Teton County Sheriff
✓	Title Company – for subdivision plat		Teton Conservation District
✓	Teton County Housing Authority		Wyoming Department of Game & Fish
	Teton County Weed & Pest		Wyoming Department of Transportation
	Teton County Planning		Wyoming Department of Environmental Quality
	Teton County Engineer		Army Corp of Engineers
	Teton County Assessor		Lower Valley Energy
	Integrated Solid Waste and Recycling		U.S. National Park Service
	Teton County Clerk		U.S. Forest Service
	Teton County Public Health		U.S. Fish and Wildlife
	Teton County Scenic Preserve Trust		Other (Teton County Historic Preservation Board)

Additional Comments:

1.

8/4/2022

Town of Jackson Project Reviews

Project Number	P22-178	Applied	7/12/2022	AL
Project Name	Pre-App - 180 Aspen Dr. - Lot Split	Approved		
Type	PREAPPLICATION	Closed		
Subtype	DEVELOPMENT PLAN	Expired		
Status	STAFF REVIEW	Status		
Applicant		Owner	ANDERSON, JEAN ELLEN REVOCABLE	
Site Address		City	State	Zip
180 ASPEN DRIVE		JACKSON	WY	83001
Subdivision		Parcel No		
ASPEN HILL (1938)		22411633407006		

Type of Review Notes		Dates			Remarks
		Sent	Due	Received	
Building	APPROVED W/CONDITI	7/12/2022	8/3/2022	7/19/2022	
(7/19/2022 1:45 PM KS)					
Lot split cannot create existing residences to become out of compliance to the Building Code.					
Parks and Rec	NO COMMENT	7/12/2022	8/3/2022	8/4/2022	
Pathways	NO COMMENT	7/12/2022	8/3/2022	8/1/2022	
Planning	APPROVED W/CONDITI	7/12/2022	8/3/2022	8/4/2022	see notes
(8/2/2022 2:50 PM KP)					
Please refer to Final PAP checklist post meeting.					
Lot division will require approved Development Plan and Subdivision Plat.					
See draft estimates for park and schools exactions as part of subdivision plat (will accompany pre-app checklist)					
Lots which were originally platted with an inteded SF of 7,500 but are currently surveyed smaller may be subject to Planning Staff interpretation that deems them conforming for the purposes of apply for planning applications which require a 7,500 SF min.					
A proposed lot division may not create site or physical nonconformities for proposed lots.					
Public Works	APPROVED W/CONDITI	7/12/2022	7/27/2022	7/29/2022	see ntoes

Type of Review Notes	Status	Dates			Remarks
		Sent	Due	Received	

(7/29/2022 10:34 AM JSIL)

Pre-Ap Comments

P22-178

ADDRESS: 180 Aspen Drive

OWNER: Jean Ellen Anderson

APPLICANT: Jorgensen Associates, Inc – Matt Gotham

7/27/2022

Jeff Silliman, 733-3079

DATE OF SUBMITTAL: 7/13/2022

DATE OF MATERIALS: 7/5/2022 (Draft Plat)

The engineering division has reviewed your application for a Pre-Application Conference submitted on and with application materials as dated above.

*The following comments are being provided for use in preparation of future applications and are required for sufficiency .

PROJECT SPECIFIC COMMENTS

Bond will be required for monumentation. Bond will be released once monumentation for the subdivision has been set or verified to be in place and not disturbed by written statement by a licensed surveyor.

Capacity fee credits will remain with the main house lot (north side).

Existing sewer service to main house on Millward side. Water service located on Aspen Dr to main house. Southern lot will require new sewer and water services from the main (water on Millward or Pine Dr) prior to future building permit approval. If the existing building to the south has existing sewer and water service, provide easements to utilities crossing lot lines. Easements need to be recorded with the County Clerk.

A demolition permit is required for each existing structure to be removed from the site. Water and sewer services to be abandoned for the project shall be abandoned at the main during the demolition phase of the project.

Provide clarification for driveway/access to each future lot.



Town of Jackson
150 E Pearl Avenue
PO Box 1687, Jackson, WY 83001
P: (307)733-3932 F: (307)739-0919
www.jacksonwy.gov

Date: 02/07/2022

LETTER OF AUTHORIZATION NAMING APPLICANT AS OWNER'S AGENT

PRINT full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual : Jean Ellen Anderson, Trustee

Jean Ellen Anderson Revocable

Being duly sworn, deposes and says that Living Trust dated May 1, 1997 is the owner in fee of the premises located at:

Name of property owner as listed on deed

Address of Premises: 180 Aspen Dr., Jackson, WY

Legal Description: Lot 1, Block 4, Aspen Hill Lots, Plat 124. Town of Jackson, Wyoming

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Matt Gotham, Jorgensen Associates, Inc

Mailing address of Applicant/agent: PO Box 9550, Jackson, WY 83002

Email address of Applicant/agent: mgotham@jorgeng.com

Phone Number of Applicant/agent: 307-733-5150

Is authorized to act as property owner's agent and be the applicant for the application(s) checked below for a permit to perform the work specified is this(these) application(s) at the premises listed above:

- ☒ Development/Subdivision Plat Permit Application ☐ Building Permit Application
- ☐ Public Right of Way Permit ☐ Grading and Erosion Control Permit ☐ Business License Application
- ☐ Demolition Permit ☐ Other (describe) _____

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

Jean Ellen Anderson

Property Owner Signature
Trustee

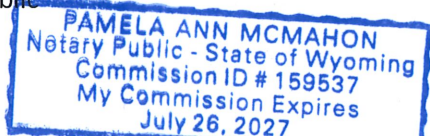
Title if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner

STATE OF Wyoming)
) SS.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Jean Ellen Anderson this 8th
day of June, 2022. WITNESS my hand and official seal.

Pamela Ann McMahon

Notary Public



My commission expires: July 26, 2027

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

RELEASE OF LIS PENDENS

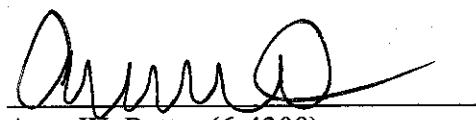
Notice is hereby given that the Lis Pendens filed by Garland & Potter, LLC in *Patricia L. Anderson v. Jean E. Anderson, as Trustee of the Anne R. Anderson Trust dated February 2, 1996, James L. Anderson as Trustee of the Laurence E. Anderson Trust dated February 2, 1996, Jean Ellen Anderson, as Trustee of the Jean Ellen Anderson Trust dated May 1, 1997 and Jean E. Anderson, Civil Action No. 16980 (Teton Co. WY)* on June 4, 2015, in the official records of Teton County, Wyoming as Document No.0883551 at Book 896 of Photo, p. 1074, is hereby released, discharged, and of no further force and effect. The real property which is the subject of the above-referenced Lis Pendens is described as:

Lot 1 of Block 4 of the Aspen Hill Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded May 13, 1938 as Plat No. 124.

PIN 22-41-16-33-4-07-006

Together with all improvements thereon and all fixtures and appurtenances thereto.

GRANTOR: POTTER, AMY W ATTORNEY
GRANTEE: THE PUBLIC
Doc 0894378 bk 908 pg 926-926 Filed At 15:29 ON 11/12/15
Sherry L. Daigle Teton County Clerk fees: 12.00
By Mary D Antrobus Deputy

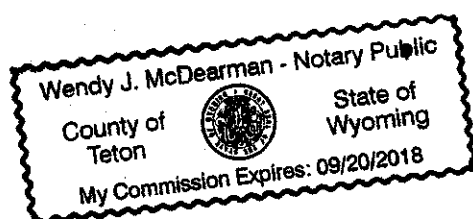

Amy W. Potter (6-4300)
Garland & Potter, LLC
P. O. Box 4310
Jackson, WY 83001
(307) 733-0661
(307) 222-0530 FAX
Attorneys for Plaintiff

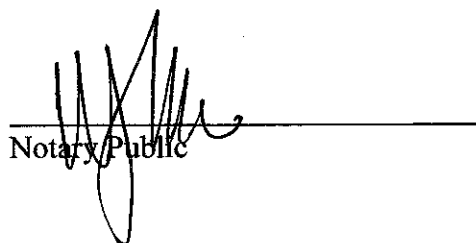
STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing Notice of Lis Pendens was acknowledged before me by Amy W. Potter this 12th day of November, 2015.

WITNESS my hand and official seal.

SEAL




Notary Public

Issued To:

Jorgensen Associates, PC
1315 HWY 89 S., Suite 201
Jackson, WY 83002

Report No.: W-27987
Effective Date: June 24, 2022
Current Date: June 30, 2022
Cost: \$250.00

Property Address: 180 Aspen Drive, Jackson, WY 83001

County: Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

Jean Ellen Anderson, Trustee of the Jean Ellen Anderson Revocable Living Trust dated May 1, 1997

2. The land referred to in this Report is described as follows:

See Exhibit "A" Attached Hereto and Made a Part Hereof

Issued By:

WYOMING TITLE & ESCROW, INC.
Christina Feuz, President
Phone: 307.732.2983

This Ownership and Encumbrance Report is not a Commitment for Title Insurance nor is it an Abstract of Title. This Ownership and Encumbrance Report is for informational purposes only, does not necessarily contain all defects, liens or encumbrances of record, and may not be relied upon as a representation of the record regarding the subject property, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 1 of Block 4 of the Aspen Hill Addition to the Town of Jackson, according to that plat recorded Office of the Teton County Clerk on May 13, 1938 as Plat No. 124.

PIDN: 22-41-16-33-4-07-006

ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO) THE FOLLOWING:

1. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
2. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights claims or title to water, (d) any right title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
3. General taxes for the year 2022, and subsequent years, a lien in the process of assessment, not yet due or payable.

TAX NOTE:

Taxes, special and general, assessment districts and service areas, for the year 2021.

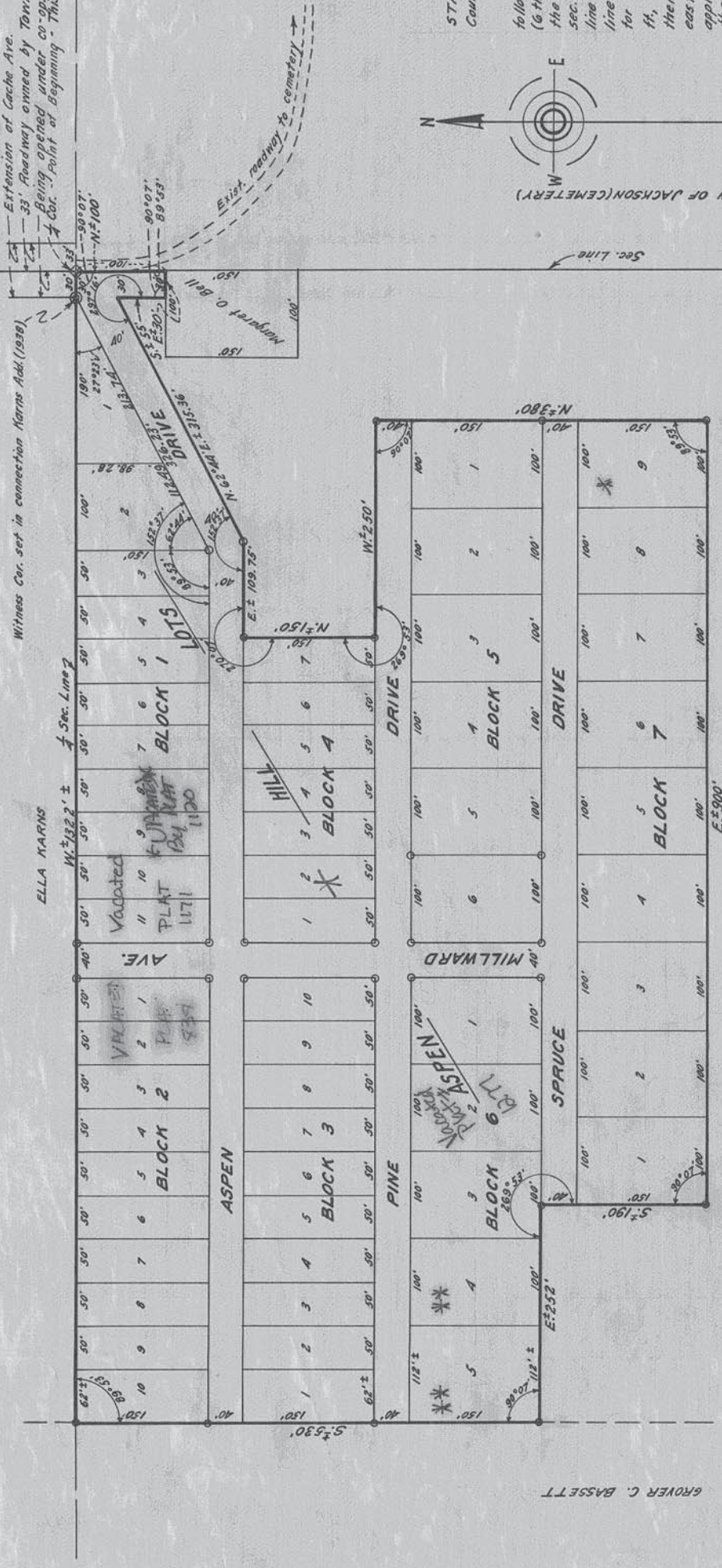
Tax ID No. OJ-000027.

1st Installment: \$2,461.44 PAID

2nd Installment: \$2,461.43 PAID

4. All matters as delineated on the Official Plat of Aspen Hill Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 124. [Plat 124](#)

***** End of Schedule *****



DEDICATION

STATE OF WYOMING } ss.
County of Teton

The subdivision, as shown hereon, of a tract of land bounded as follows: beginning at the $\frac{1}{4}$ cor. common to Secs. 33 & 34, T. 41 N., R. 116 W. (6th P. M.), thence westerly along the $\frac{1}{4}$ sec. line for approx. 1322 ft. to the E. $\frac{1}{16}$ sec. line through Sec. 33, thence southerly along the said $\frac{1}{16}$ sec. line for 530 ft., thence easterly and parallel to the aforesaid $\frac{1}{16}$ sec. line for 252 ft., thence easterly and parallel to the aforesaid $\frac{1}{16}$ sec. line for 190 ft., thence easterly and parallel to the aforesaid $\frac{1}{16}$ sec. line for 900 ft., thence northerly and parallel to the aforesaid $\frac{1}{16}$ sec. line for 380 ft., thence westerly and parallel to the aforesaid $\frac{1}{16}$ sec. line for 250 ft., thence northerly and parallel to the aforesaid $\frac{1}{16}$ sec. line for 150 ft., thence easterly and parallel to the aforesaid $\frac{1}{16}$ sec. line for 109.75 ft., thence approx. N. 62° 44' E. (turning an interior angle of 152° 37') for 315.36 ft., thence southerly and parallel to the aforesaid $\frac{1}{16}$ section line for 55 ft., thence easterly and parallel to the aforesaid $\frac{1}{16}$ sec. line for 30 ft., thence northerly along the sec. line between secs. 33 & 34 for 100 ft., more or less, to the place of beginning, containing 17.29 acres, more or less, lying wholly within the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 33, T. 41 N., R. 116 W. (6th P. M.), as appears on this plat, is with the free consent, and in accordance with the desires of the undersigned owners and proprietors, and the streets or roadways, as hereon shown, are hereby dedicated to public use in fee simple.

STATE OF WYOMING } ss.
County of Teton

On this 4th day of May, 1938, before me personally appeared Grover C. Bassett and Mabel Bassett, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their own free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and of the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal this 4th day of May A.D. 1938

My commission expires on the
-- 8th day of Oct. --- A.D. 1944.

150751

PLAT
OF
ASPEN HILL LOTS
TETON COUNTY- WYOMING

SCALE - 1 IN. = 100 FT.

Drawn by John C. Simpson-Civil Eng.
Jackson, Wyo. 3-16-38 Wyo. Reg. 207

No. 12A

Town of Jackson
Project Plan Review History
PLANNING

Project Number P22-242
Project Name Dev.Plan - 180 Aspen Dr.
Type DEVPLAN
Subtype LAND DIVISION
Status STAFF REVIEW

Applied 9/29/2022 AL
Approved
Closed
Expired
Status

Applicant Jorgensen Associates, P.C.

Owner ANDERSON, JEAN ELLEN REVOCABLE

Site Address
 180 ASPEN DRIVE

City
 JACKSON

State WY
Zip 83001

Subdivision
 ASPEN HILL (1938)

Parcel No
 22411633407006

General Plan

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
Building	APPROVED W/CONDITI	9/29/2022	10/20/2022	10/21/2022	
Kelly Sluder					
(10/21/2022 11:25 AM KS)					
Please note that the lot split cannot create an illegal use for the existing homes.					

Fire		9/29/2022	10/20/2022		
Kathy Clay					

Joint Housing Dept		9/29/2022	10/20/2022		
Stacy Stoker					

Legal		9/29/2022	10/20/2022		
Lea Colasuonno					

Parks and Rec	NO COMMENT	9/29/2022	10/20/2022	10/10/2022	
Steve Ashworth					

Pathways	APPROVED W/CONDITI	9/29/2022	10/20/2022	10/21/2022	see notes
Brian Schilling					

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact Notes (10/21/2022 11:26 AM AL) P22-242 – 180 Aspen Dr. – Development Plan Comments from Teton County/TOJ Pathways Department October 21, 2022 Status: approved w/conditions • Transportation improvements - o Space for a detached sidewalk along Millward will need to be provided. • Driveways - o The sidewalk shall be elevated above the grade of the roadway behind a 6” curb. The interface of the driveway and the sidewalk shall be constructed so that the sidewalk remains at a consistent vertical alignment with the sidewalk legs on either side of the driveway (above the driveway grade). The sidewalk shall not ramp down when crossing the driveway access, rather the driveway will rise to the level of the sidewalk. Any vertical change from the street elevation to the sidewalk elevation should be restricted to the driveway apron in the buffer space between the sidewalk and the street. Concrete sidewalk surfaces and texture shall continue uninterrupted across the entire access driveway. - o The Pathways Department can provide a standard detail for the driveway/ sidewalk crossing.					
Planning Tyler Valentine (1/13/2023 9:02 AM TV) 1. Prior to the recordation of the future plat, the cabin on Lot 2 shall be removed. 2. The parking spaces on Lot 1 shown in the site plan are conditionally approved and a subdivision plat cannot be submitted until the Town LDRs are amended to allow parking in the street setback area or an amended Development Plan is approved consistent with the current parking setback requirements.	APPROVED W/CONDITI	9/29/2022	10/20/2022	1/13/2023	
Police Michelle Weber		9/29/2022	10/20/2022		
Public Works Jeff Silliman (11/4/2022 11:05 AM JSIL) Development Plan – APPROVED P22-242 ADDRESS: 180 Aspen Dr. OWNER: Jean Ellen Anderson Revocable Living Trust APPLICANT: Jorgensen Associates 11/4/2022 Jeff Silliman, 733-3079 DATE OF SUBMITTAL: 9/29/2022 DATE OF MATERIALS: 9/22/2022 Civil The engineering division has reviewed your application for a DEVELOPMENT PLAN submitted on and with application materials as dated above. *The following comments are being provided for use in preparation of future applications and are required for sufficiency . PROJECT SPECIFIC COMMENTS 1. All utilities shall be accessible and serviceable from the right-of-way or provided for with easements.	APPROVED W/CONDITI	9/29/2022	10/20/2022	11/4/2022	see notes
START Darren Brugmann		9/29/2022	10/20/2022		

ORDINANCE H

AN ORDINANCE REPEALING SECTION 1 OF ORDINANCE 1281 AND JACKSON MUNICIPAL CODE §§ 5.48.010, 5.48.020, 5.48.030, 5.48.039, 5.48.040, 5.48.050, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.100, 5.48.120, 5.48.130, 5.48.140, 5.48.150, 5.48.160, 5.48.170, AND 5.48.180; SECTION 3 OF ORDINANCE 1280 AND JACKSON MUNICIPAL CODE §§ 5.48.050 AND 5.48.210; SECTION 12 OF ORDINANCE 860 AND JACKSON MUNICIPAL CODE §§ 5.48.010, 5.48.020, 5.48.030, 5.48.040, 5.48.050, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.100, 5.48.120, 5.48.130, 5.48.140, 5.48.150, 5.48.160, 5.48.170, AND 5.48.180, 5.48.190, 5.48.200, AND 5.48.210; AND 1 OF ORDINANCE 432 AND JACKSON MUNICIPAL CODE §§ 5.48.010, 5.48.020, 5.48.030, 5.48.040, 5.48.050, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.100, 5.48.120, 5.48.130, 5.48.140, 5.48.150, 5.48.160, 5.48.170, 5.48.180, 5.48.190, 5.48.210 AND 5.48.220; REGARDING BINGO AND PULL TABS AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

The following are hereby repealed:

- a. Section 1 of Ordinance 1281 and Jackson Municipal Code §§ 5.48.010, 5.48.020, 5.48.030, 5.48.039, 5.48.040, 5.48.050, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.100, 5.48.120, 5.48.130, 5.48.140, 5.48.150, 5.48.160, 5.48.170, and 5.48.180; and
- b. Section 3 of Ordinance 1280 and Jackson Municipal Code §§ 5.48.050 and 5.48.210; and
- c. Section 12 of Ordinance 860 and Jackson Municipal Code §§ 5.48.010, 5.48.020, 5.48.030, 5.48.040, 5.48.050, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.100, 5.48.120, 5.48.130, 5.48.140, 5.48.150, 5.48.160, 5.48.170, and 5.48.180, 5.48.190, 5.48.200, and 5.48.210, and
- d. Section 1 of Ordinance 432 and Jackson Municipal Code § 5.48.010, 5.48.020, 5.48.030, 5.48.040, 5.48.050, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.100, 5.48.120, 5.48.130, 5.48.140, 5.48.150, 5.48.160, 5.48.170, 5.48.180, 5.48.190, 5.48.210 and 5.48.220.

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE 17 DAY OF JANUARY, 2023.

PASSED 2ND READING THE 6 DAY OF FEBRUARY, 2023.

PASSED AND APPROVED THE _____ DAY OF _____, 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____day of _____, _____.

I further certify that the foregoing Ordinance was duly recorded on Page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE I

AN ORDINANCE REPEALING SECTIONS 18(J) AND (K) OF ORDINANCE NO. 131; SECTION 1 OF ORDINANCE NO. 610 AND JACKSON MUNICIPAL CODE 10.04.160(P) AND (Q); SECTION 1 OF ORDINANCE NO. 1043 AND JACKSON MUNICIPAL CODE 10.04.160(P) AND (Q); SECTION 1 OF ORDINANCE NO. 1311 AND JACKSON MUNICIPAL CODE 10.04.160(O) AND (P); REGARDING PARKING PROHIBITIONS AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

The following are hereby repealed:

- a. Sections 18(j) and (k) Of Ordinance No. 131; and
- b. Section 1 of Ordinance No. 610 and Jackson Municipal Code 10.04.160(P) AND (Q); and
- c. Section 1 of Ordinance No. 1043 and Jackson Municipal Code 10.04.160(P) AND (Q); and
- d. Section 1 of Ordinance No. 1311 and Jackson Municipal Code 10.04.160(O) AND (P).

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE 17 DAY OF JANUARY, 2023.
PASSED 2ND READING THE 6 DAY OF FEBRUARY, 2023.
PASSED AND APPROVED THE _____DAY OF _____, 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____day of _____, _____.

I further certify that the foregoing Ordinance was duly recorded on Page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Interim Town Manager

DT: February 21, 2023

RE: Town Manager's Report

USDA Composting and Food Waste Reduction Grant

With help from Sustainable Strategies, the Town grant consultants, we have received \$240,000 from the USDA Composting and Food Waste Reduction Program to expand and improve commercial composting in our community. The project will be managed entirely by Teton County ISWR. The award supports purchase of an air knife separator, which removes microplastics such as produce stickers from the composting stream. These microplastics are a contaminant that cannot be sold in compost, and currently cause compostable food waste to be sent to the landfill instead. This funding will increase food waste diversion in our community, reduce emissions from landfiling, and move us closer to the zero-waste goal of 60% waste diversion by 2030.

Partners for Places Grant

The Community Development Department has been working with Sustainable Strategies on a Partners for Places grant through The Funder's Network, in partnership with the Urban Sustainability Director's Network, and intends to apply for \$90,000 to support public engagement efforts for the Town Sustainability Plan creation and implementation over the next two years. The funding prioritizes equitable climate action and engagement with "frontline" communities, such as our local Latinx population, people with disabilities, and the elderly. It will enable staff to ground our sustainability work in equity, inclusion, and justice, and will add capacity to move forward with some of the recommendations of the Equity Task Force, including translation and interpretation services. If received, the grant and community partners will provide 100% of the funding for this project. Town staff will be responsible for grant reporting, which they predict will be minimal.

Recruitment and Housing Update

The below chart shows the positions currently vacant and/or soon to be vacant, the status, and the housing situation for them. We currently have approximately 9 active recruitments running. All positions are being recruited with the new market wages established by the Classification and Compensation Study.

Vacancies and Expected Vacancies as of February 13, 2023							
	FTE	Position	Dept	Status	Housing	Units Needed Flexible Location	Commuter Units Needed
1	1.0	Transit Director	Transit	Currently Under Recruitment	3BR Primary Leased Unit Reserved (Cottonwood)		
2	1.0	Transit Administrative Assistant	Transit	Currently Under Recruitment	1 BR Primary Leased Unit Reserved (Wilson)		
3	1.0	SV Commuter Operator Full Time Slot #12	Transit	Interviews Being Scheduled	Already has housing in Star Valley		
4	1.0	SV Commuter Operator Full Time Slot #16	Transit	Currently Under Recruitment	1 BR Primary Leased Unit Reserved (Thayne)		
5	1.0	Transit Operator Full Time Slot #22	Transit	No Applicants - Not Currently Under Recruitment - Per Bruce	No Housing Identified	1	
6	1.0	Transit Operator Full Time Slot #26	Transit	No Applicants - Not Currently Under Recruitment - Per Bruce	No Housing Identified	1	
7	1.0	TV Commuter Operator Full Time Slot #21	Transit	Not Currently Under Recruitment - Waiting for Service To Ramp Up	No Housing Identified		1
8	1.0	SV Commuter Operator Full Time Slot #20	Transit	Not Currently Under Recruitment - Waiting for Service To Ramp Up	No Housing Identified		1
9	1.0	Patrol Sergeant Slot #19 or Police Officer	Police	Internal Recruitment Not Yet Begun	Internal Recruitment so Housing Already Secured		
10	1.0	Police Officer Slot #20	Police	Currently Under Recruitment	1BR Primary Leased Unit Reserved (Kelly Ave)		
11	1.0	Police Officer Slot #26	Police	Currently Under Recruitment	3 BR Primary Leased Unit Reserved (Canadian Drive)		
12	1.0	Community Service Officer Slot #45	Police	Currently In Background	Already has housing in Star Valley		
13	1.0	Community Service Officer Code Enforcement	Police	On Hold - Waiting for Council Discussion	No Housing Identified	1	
14	0.25	Kennel Tech Variable Hour Slot #36	Police	Interviews Being Scheduled	Not prioritized for housing/not full time		
15	1.0	Water Utility Operator Slot #37	Public	On Hold Until April 15, 2023	149 E Pearl, Above Bunkhouse		
16	1.0	Equipment/Water Operator Slot #31	Public	Currently Under Recruitment	145 Hansen Basement		
17	1.0	Street Operator/Meter Reader Slot #22	Public	On Hold Temporarily	No Housing Identified	1	
18	1.0	Street Operator Slot #19	Public	Currently Under Recruitment	2 BR Primary Leased Unit Reserved (Victor)		
19	1.0	Street Operator Slot #24	Public	Currently Under Recruitment	Partial Studio West Snow King Unit 24		
20	1.0	Town Manager	Admin	Currently Being Discussed	No Housing Identified		
	19.25						4
							2

Safe Streets for All Grant

Teton County and the Town of Jackson have been awarded a \$600K grant from the U.S. Department of Transportation (USDOT) to complete a Comprehensive Multi-Modal Safety Action Plan. The proposed project will build upon the existing Teton Mobility Project and Complete Streets initiative. With this funding, the Town and County plan to establish a public/private steering committee to oversee development, implementation, and monitoring of the Action Plan development. This support will help the County and Town conduct an inclusive visioning and goal-setting workshop, identify low-cost, high-impact strategies and technologies, and eventually deploy a safe systems approach for the entire roadway network in our Town and County. This award was worked on by the Sustainable Strategies grant consultants paid for by the Town of Jackson.