

Jackson Town Council Regular Meeting

August 21, 2023

6:00 PM

Town Council Chambers

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/83529527574?pwd=eS9KeTNRKysybXl1VmRyWkljdllZZz09>

If the link does not work, join at zoom.com with Webinar ID **835 2952 7574** Password: **83001**

or join by phone **+1 253 205 0468** with Webinar ID **835 2952 7574** and Password: **83001**

II. OPENING

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

III. PUBLIC COMMENT

This section is reserved for public comment about items not included in this agenda. Public comment is limited to 3 minutes. As a general practice, Council does not discuss, debate, or act on issues raised under public comment. Council may or may not discuss an issue raised under Public Comment later in the meeting during Matters from Mayor and Council at their discretion. If you would like to communicate with Council during the meeting about an item on the agenda, please wait until public comment has been called for that item. Public comment may also be submitted to Council at any time by emailing electedofficials@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. August 2, 2023 Special Town Council Meeting
 - 2. August 7, 2023 Regular Town Council Meeting
- B. Disbursements
- C. July Municipal Court Report
- D. Temporary Sign Permit for Climb Wyoming (P23-138) (Paul Anthony)
- E. START Bike Disposal Bid Acceptance (Bruce Abel)
- F. Development Agreement at 175 E. Broadway Ave. (E23-0020) (Floren Poliseo & Brian Lenz)
- G. Partial Vacation Without Replat at 235 & 255 Veronica Lane (P23-107) (Tyler Valentine)
- H. Legislative Advisor Contract (Susan Scarlata)
- I. Energy Audit Contract and Scope of Work (Tanya Anderson)

V. PUBLIC HEARINGS, DISCUSSION AND/OR POSSIBLE ACTION ITEMS

- A. Administration
 - 1. Central Wyoming College Annexation Public Hearing (Riley Taylor)

Please note that at any point during the meeting, the Mayor and Council 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.

- B. Planning
 - 1. Request for Subdivision Plat at 180 Aspen Drive (P23-104) (Tyler Valentine)
- C. Public Works
 - 1. Indian Springs HOA Sewer Connection Request (E23-0188) (Brian Lenz)

VI. ORDINANCES

- A. Ordinance Q: An Ordinance Relating to Short-term Rental Uses (P21-333) (Third Reading, to be designated Ordinance 1348)
- B. Ordinance R: An Ordinance Amending Pathways Speed Limits and Signage (Third Reading, to be designated 1349)
- C. Ordinance S: An Ordinance Repealing Pathways Penalty Provision (Third Reading, to be designated 1350)
- D. Ordinance T: An Ordinance Repealing the Regular Meeting Schedule to Allow Setting by Resolution (Second Reading)
- E. Ordinance V: An Ordinance Annexing Central Wyoming College - Jackson Campus (First Reading)

VII. MATTERS FROM MAYOR AND COUNCIL

- A. Board of Examiners (BOE) Appointments/Reappointments (Lynsey Lenamond)
- B. Planning Commission/Board of Adjustment (PC/BOA) Appointments/Reappointments (Lynsey Lenamond)
- C. Joint Town/County Funding Committee Update (Jim Rooks & Arne Jorgensen)

VIII. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

IX. ADJOURN

Please note that at any point during the meeting, the Mayor and Council 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.

Pledge of Allegiance

I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands,
one Nation under God, indivisible, with liberty and justice for all.

Land Acknowledgement

We recognize that the land we are gathering on is the ancestral homeland of the Mountain Shoshone People who stewarded it for thousands of years and that many other tribes also lived upon and cared for this area including the Bannock, Blackfoot, Crow, Eastern Shoshone, Gros Ventre, Nez Perce, Northern Arapaho tribes, and others. With gratitude, we honor Indigenous Peoples, past and present. We also acknowledge the sovereignty of the Native nations closest to Jackson whose land was taken through broken treaties that resulted in the creation of the Wind River and Fort Hall Indian Reservations. We recognize this acknowledgement is simply a first step. The Town of Jackson is committed to continued and informed action to connect with indigenous people.

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

AUGUST 2, 2023

JACKSON, WYOMING

The Jackson Town Council met in special session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 11:00 A.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 Morton Levinson, Arne Jorgensen, and Jim Rooks. Via Zoom: Jonathan Schechter. Absent: Jessica Sell Chambers.

STAFF: Tyler Sinclair, Lea Colasuonno, Kristi Malone, and Riley Taylor.

Resolution 23-15: Local Government Project ARPA Grant Application. Kristi Malone made staff comment. A motion was made by Arne Jorgensen and seconded by Jim Rooks to approve the Resolution Authorizing Submission of a Local Government Project ARPA Grant and the Office of State Lands and Investments Local Government Project ARPA Grants Certification Statement for application to access \$1.25 million from the US Department of Treasury’s ARPA Affordable Housing grant for Flat Creek Apartments and authorize the mayor to execute all necessary documents. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jim Rooks and seconded by Arne Jorgensen to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 11:10 a.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: August 16, 2023

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

AUGUST 7, 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 Morton Levinson, Arne Jorgensen, Jonathan Schechter, and Jim Rooks. Jessica Sell Chambers joined the meeting at 6:10pm.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Paul Anthony, Tanya Anderson, Floren Poliseo, Johnny Ziem, Brian Lenz, Russ Ruschill, and Riley Taylor.

Council introduced Bob "Bobby" Johnson.

Public Comment. John Holland made public comment.

Consent Calendar. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve the consent calendar including items A-D as presented with the following motions:

A. **Meeting Minutes.** To approve meeting minutes from the July 17, 2023 Town Council Workshop and July 17, 2023 Regular Town Council Meeting.

B. **Disbursements.** To approve disbursements as presented. ACE EQUIPMENT & SUPPLY \$7,316.47; ACE HARDWARE \$718.38; AIRGAS INTERMOUNTAIN INC. \$219.57; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$151,415.03; ALPHAGRAPHICS \$255.64; AMAZON \$7,507.82; AMERICAN PUBLIC WORKS ASSOC \$1,608.00; AMERICAN TOWER CORPORATION \$8,855.33; AMSOIL INC \$8,870.09; ARBOR WORKS TREE SERVICE, LLC \$1,500.00; ARISTORENAS, MARIA \$900.00; AT&T \$1,389.82; BADILLO, MARCELA \$900.00; BERGMAN, PIERRE \$900.00; BEST BEST & KRIEGER \$991.00; BISON LUMBER \$354.09; BRICKLINE PAVERS \$2,683.10; BRIGGS, ERIC L \$686.95; CARQUEST AUTO PARTS INC. \$469.80; CENTRALSQUARE \$110.70; CENTURYLINK \$2,263.51; CHAPA STRIPES OF IDAHO \$5,500.00; CHARLIE'S PLUMBING OF JH \$625.00; CIVICPLUS \$3,708.00; COCA-COLA BOTTLING COMPANY HIGH COUNTRY \$10.60; COMMUNITY FOUNDATION OF JACKSO \$5,000.00; CONRAD & BISCHOFF INC. \$32,789.61; CORE & MAIN LP \$19,398.65; DARKTRACE HOLDINGS LIMITED \$34,074.00; DAWSON INFRASTRUCTURE SOLUTIONS \$1,370.80; DAY, JEAN \$900.00; DICK ANDERSON CONSTRUCTION \$2,874,745.46; DIVISION OF CHILD SUPPORT ENFORCEMENT \$1,018.46; DLT SOLUTIONS, INC. \$395.00; DYNAMIC CONTROLS, LLC \$1,140.00; E.R. OFFICE EXPRESS \$181.91; EASTMAN EXCAVATION \$1,640.00; ELECTRICAL WHSLE SUPPLY CO INC \$5.43; ELITE PARTS \$614.66; ENERGY LABORATORIES INC. \$3,097.00; ENTERSECT \$2.99; EVANS CONSTRUCTION INC \$176,151.50; FALL RIVER RURAL ELECTIC \$49.51; FERGUSON ENTERPRISES, INC \$13.85; FIRST TRANSIT \$9,885.00; FLEETPRIDE \$888.95; FLOYD'S TRUCK CENTER \$237,170.00; FREEDOM MAILING SERVICE INC. \$1,860.52; FRITTS, JASON \$900.00; GFOA \$170.00; GREENWAY PAINTING LLC \$81,665.00; HD FOWLER COMPANY -\$1,153.57; HERNANDEZ, BRANDON \$900.00; HIGH COUNTRY LINEN \$1,227.12; HILL. DEENA \$1,192.53; HUNT CONSTRUCTION INC \$12,800.00; ICMA MEMBERSHIP \$1,200.00; IDAHO TRAFFIC SAFETY, INC. \$74,170.50; IDEXX DISTRIBUTION, INC. \$1,166.04; INEO SYSTRANS USA INC \$93,100.37; INTERMOUNTAIN WORKMED \$15.00; INTERSTATE BATTERY \$256.90; IVY OUTDOOR SERVICES LLC \$15,952.50; JACKSON CURBSIDE INC. \$1,488.97; JACKSON DOWNTOWNER, LLC \$110,690.69; JACKSON HOLE NEWS & GUIDE \$4,637.20; JACKSON HOLE WILDLIFE FOUNDATION \$4,000.00; JACKSON PAINT AND GLASS, INC. \$5,012.47; JORGENSEN ASSOCIATES, PC \$58,692.20; KARISSA AKIN LLC \$600.00; KNIFE RIVER \$230,270.50; KRUEGER, ERICA JADE \$900.00; LANGUAGE TESTING INTERNATIONAL, INC \$347.50; LAWRENCE, AARON \$500.00; LEPCO \$802.32; MACY'S SERVICES \$420.00; MEAD & HUNT \$11,755.00; MEIER, HANNAH \$2,000.00; METROQUIP INC \$1,940.59; MSC INDUSTRIAL SUPPLY CO \$629.95; NAILS AND SPA BY TARA LLC \$110.00; NAPA AUTO PARTS INC. \$2,514.32; NELSON ENGINEERING \$4,480.00; NEW WEST BUILDING COMPANY INC. \$5,000.00; NOLAND, STACY \$900.00; NUCOR HARRIS REHAB BOISE INC. \$57,922.79; ON SIGHT LAND SURVEYORS INC. \$600.00; ONE CALL OF WYOMING \$466.50; PERFORM PRINTING LLC \$244.95; PLATT \$80.40; PREMIER TRUCK- SALT LAKE CITY -\$5,709.69; PREMIER VEHICLE INSTALLATION, INC \$1,555.60; PROTERRA \$2,775.95; R & A SAFETY LLC \$905.00; RAFTELIS \$3,285.00; RAFTER J IMPROV/SERV DIST \$146.43; REES, DAVID \$155.00; RIDGELINE EXCAVATION INC \$151,057.46; RINK-TEC INTERNATIONAL, INC \$15,098.67; ROCKY MOUNTAIN INFO NETWK \$100.00; RT1 INC \$14.50; RUI INC. DBA VILLAGE GARDNER \$1,338.20; SANCHEZ-MACHUCA, ROSA \$900.00; SB EQUIPMENT RENTALS, LLC \$1,212.05; SCHWARTZ, ANDY \$3,000.00;

SEASONS HANDYWORKS AND PROPERTY SERVICES \$2,010.00; SHAW CONSTRUCTION OF WYOMING, LLC \$14,402.00; SHERVIN'S INDEPENDENT OIL \$59.97; SILVER CREEK SUPPLY \$357.31; SILVERSTAR \$1,825.68; SMITH POWER PRODUCTS, INC. \$36.55; SMITH PSYCHOLOGICAL SERVICES \$800.00; SMITH, PHILLIP \$254.63; SNAKE RIVER MEP COMPLETE, INC \$4,734.26; SNAKE RIVER ROASTING \$274.80; SNAKE RIVER SUPPLY, LLC \$243,385.28; SOSA'S JANITORIAL SERVICE \$4,560.00; SOUTH FORK SUPPLY, LLC \$185,745.60; SPRING CREEK ANIMAL HOSPITAL \$489.01; ST JOHN'S HOSPITAL \$390.00; STANDARD PLUMBING SUPPLY CO. \$100.48; STINKY PRINTS, INC \$43.47; STOTZ EQUIPMENT \$790.01; SUPOWIT, DEBORAH \$155.00; SUSTAINABLE STRATEGIES DC, LLC \$15,000.00; SYMBOLARTS, LLC \$143.10; TETON COUNTY CLERK \$2,596.00; TETON COUNTY HOUSING AUTHORITY \$2,000,000.00; TETON COUNTY PLANNING & BUILDING \$56,282.00; TETON COUNTY SHERIFF'S-JAIL \$936.00; TETON COUNTY-FUND 10 \$9,866.08; TETON MOTORS INC \$243.70; TETON YOUTH & FAMILY SERVICES \$77,226.00; THE AFTERMARKET PARTS COMPANY, LLC \$495.86; THE TIRE RACK, INC. \$608.52; ULINE \$582.69; VALLEY OFFICE SYSTEMS \$767.25; VERIZON WIRELESS \$10,051.40; VISA \$32,054.67; WAM \$12,939.00; WEST COAST CODE CONSULTANTS \$1,010.00; WESTERN STATE \$4,078.05; WHITE GLOVE CLEANING, INC. \$3,431.38; WRENCH IT PLUMBING & HEATING INC \$1,488.06; WSP USA ENVIRONMENT & INFRASTRUCTURE INC \$25,536.70; WY CHILD SUPPORT ENFORCEMENT \$126.91; WYDOT \$2.00; WYOMING BUSINESS ALLIANCE \$400.00; WYOMING FIRST AID & SAFETY \$92.09; WYOMING LAW ENFORCEMENT ACADEMY \$62.00; YELLOW IRON EXCAVATION, LLC \$90.00

- C. **P23-120 Temporary Sign Permit for PCJH Rummage Sale.** To approve temporary banner application (P23-120) for The Presbyterian Church of Jackson Hole including the three conditions of approval recommended by the Planning Director in this staff report dated August 7, 2023.
- D. **P23-124 Temporary Sign Permit for Gateway Church - Crossroads.** To approve temporary banner application for The Gateway Church of Jackson Hole including the three conditions of approval recommended by the Planning Director in this staff report dated August 7, 2023.

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

Resort Liquor License CCCs PBI at 380 W. Broadway Ave. Mayor Morton Levinson opened the public hearing. Lynsey Lenamond made staff comment. Council held discussion with staff. There was no public comment. Having considered the Wyo. Stat. §12-4-104(b) statutory factors for this application, a motion was made by Jim Rooks and seconded by Arne Jorgensen to approve the issuance of a resort liquor license to CCC's PBI LLC dba Mountain Modern Motel for the license year ending March 31, 2024, subject to the following conditions,:

- 1) Prior to liquor license issuance, the applicant shall comply with all Town of Jackson Building Codes, Fire, Health & Safety Codes, and the Land Development Regulations, and will have obtained all required permits and approvals from all applicable Town/County departments.
- 2) The Triple M shall serve food and/or drink only to Mountain Modern guests. If the Triple M desires to serve food and/or alcohol to the general public, then it shall first receive approval of a Basic Use Permit from the Town.
- 3) Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.
- 4) Prior to issuance, the Town Clerk shall confirm that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-04-103(a)(iv).

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

Request to Amend Gondola and Cougar Lease Agreement with Snow King Mountain Resort, LLC. Tyler Sinclair and Lea Colasuonno made staff comment. Council held discussion with staff. Ryan Stanley made public comment. A motion was made by Jonathan Schechter and seconded by Jim Rooks to direct staff to draft an amendment to the Gondola and Cougar Lease Agreement Between the Town and Snow King Mountain Resort, LLC, that includes: 1) revised Exhibits C and D consistent with direction from this August 7, 2023 Council Meeting; 2) waiver of the liquidated damages accumulated to date and until May 1, 2024; and 3) extension of the deadline for Completion of Construction to June 1, 2024 (after which liquidated damages will apply). Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

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

Ordinance Q: An Ordinance Related to Short-term Rental Uses.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1196, 1198, 1210 THROUGH 1217, 1222, 1278, 1299, 1313, 1314, 1316, 1324, AND SECTIONS 2.2.2.C THROUGH 2.2.10.C, 2.3.13.C, 3.3.1.C, 6.1.4, 6.1.5, AND 6.3.2 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING SHORT TERM RENTAL UNITS.

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

Council held discussion. Paul Anthony made staff comment. Kelly Akin made public comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance Q on second reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance R: An Ordinance Amending Pathways Speed Limits and Signage.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NO. 1192 AND JACKSON MUNICIPAL CODE SECTION 12.32.030 REGARDING PATHWAYS SPEED LIMITS 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:

A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Ordinance R on second reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance S: An Ordinance Repealing Pathways Penalty Provision.

AN ORDINANCE REPEALING SECTION 1 (IN PART) OF ORDINANCE 1192 AND JACKSON MUNICIPAL CODE SECTIONS 12.32.040 AND 12.32.060 REGARDING PATHWAYS 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:

A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Ordinance S on second reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance T: An Ordinance Repealing the Regular Meeting Schedule to Allow Setting Regular Meetings by Resolution.

AN ORDINANCE REPEALING SECTION 1 (PART) OF TOWN OF JACKSON ORDINANCE NOS. 1337 AND 872; SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1302, 1002, 457, 384, 360, 145B (1973), 145B (1974), 145A AND 145; AND SECTION 2.04.010 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING REGULAR MEETINGS 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:

A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Ordinance T on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. Mayor Morton Levinson discussed upcoming travel to Washington DC to meet with Sustainable Strategies grant consultants. Jim Rooks discussed public comment regarding housing mitigation credits and suggested hosting a parking summit to discuss parking related issues. Council discussed cheatgrass mitigation and public outreach about mitigation efforts. Jim Rooks also discussed school enrollment projections in Teton County.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on the next Council Retreat, Legislative Session, WAM Winter Workshop dates, a first responder and law enforcement mental health support grant, housing for winter transit operators for the 23-24 season, a national endowment of the arts grant application, planned tree removal, a parking lease at 1490 Gregory Lane, and bear resistant trash cans on Town property. Council discussed grant applications and travel for the legislative session. 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 7:28 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: August 16, 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
328	842-NCBERS GROUP WYOMIN	842082023	JULY AND AUGUST	07/01/2023	192.00	192.00	08/02/2023
Total 328:					192.00	192.00	
51	ACE HARDWARE	834407	MULTI-TOOL	07/24/2023	129.99	.00	
51	ACE HARDWARE	834451	FLY SPRAY	07/24/2023	11.99	.00	
51	ACE HARDWARE	834488	MAGNET	07/24/2023	12.99	.00	
51	ACE HARDWARE	834611	FASTBACK	07/25/2023	12.99	.00	
51	ACE HARDWARE	834697	PARTS	07/26/2023	25.95	.00	
51	ACE HARDWARE	834724	SUPPLIES	07/26/2023	99.38	.00	
51	ACE HARDWARE	834725	CAULK	07/26/2023	13.97	.00	
51	ACE HARDWARE	834758	MEASURING WHEEL	07/26/2023	89.99	.00	
51	ACE HARDWARE	834794	DRAIN CLEANER AND TAPE	07/26/2023	16.48	.00	
51	ACE HARDWARE	834817	TUBING	07/26/2023	21.72	.00	
51	ACE HARDWARE	834982	CHEESECLOTH	07/27/2023	11.98	.00	
51	ACE HARDWARE	835040	LOCK NUTS	07/28/2023	7.02	.00	
51	ACE HARDWARE	835065	NUTS AND SOCKET	07/28/2023	19.37	.00	
51	ACE HARDWARE	835097	KTICHEN FAUCET	07/28/2023	129.99	.00	
51	ACE HARDWARE	835109	KITCHEN FAUCET	07/28/2023	63.49	.00	
51	ACE HARDWARE	835130	CLOSER	07/28/2023	17.99	.00	
51	ACE HARDWARE	835309	HEX KEY SET	07/31/2023	31.48	.00	
51	ACE HARDWARE	835327	JOINT COMPOUND	07/31/2023	17.48	.00	
51	ACE HARDWARE	835332	SCREEN FRAME KIT	07/31/2023	42.47	.00	
51	ACE HARDWARE	835424	RIVET TOOL	07/31/2023	26.99	.00	
51	ACE HARDWARE	835429	SCREEN KIT	07/31/2023	74.96	.00	
51	ACE HARDWARE	835441	SANDING MASK AND GOGGLE	07/31/2023	23.47	.00	
51	ACE HARDWARE	835658	TAPE	08/02/2023	16.99	.00	
51	ACE HARDWARE	835717	SNAPTOGGLER	08/02/2023	11.78	.00	
51	ACE HARDWARE	835751	CLOROX	08/02/2023	24.97	.00	
51	ACE HARDWARE	835756	SUPPLIES	08/02/2023	1.89	.00	
51	ACE HARDWARE	835778	DRILL BIT	08/02/2023	9.88	.00	
51	ACE HARDWARE	835870	FUNNEL AND OIL	08/03/2023	12.48	.00	
51	ACE HARDWARE	835893	IINE	08/03/2023	7.99	.00	
51	ACE HARDWARE	835961	SNAPTOGGLER	08/04/2023	21.88	.00	
51	ACE HARDWARE	835972	SUPPLIES	08/04/2023	6.79	.00	
51	ACE HARDWARE	835982	CREDIT	08/04/2023	28.99	.00	
51	ACE HARDWARE	835983	VACUM	08/04/2023	109.99	.00	
51	ACE HARDWARE	836065	SPRAY BOTTLE	08/04/2023	5.49	.00	
51	ACE HARDWARE	836211	SUPPLIES	08/07/2023	72.33	.00	
51	ACE HARDWARE	836245	TANK SPRAYER	08/07/2023	34.99	.00	
51	ACE HARDWARE	836259	GARMET HOOK	08/07/2023	10.98	.00	
51	ACE HARDWARE	836269	FERILIZER	08/07/2023	59.99	.00	
51	ACE HARDWARE	836271	MARKING PAINT	08/07/2023	11.99	.00	
51	ACE HARDWARE	836563	TROWEL	08/09/2023	11.99	.00	
51	ACE HARDWARE	836678	BOLTS	08/10/2023	11.52	.00	
51	ACE HARDWARE	174510	LEAF BLOWER	08/02/2023	478.99	.00	
Total 51:					1,796.06	.00	
2269	AFLAC	658686	ACCOUNT #y9599	07/25/2023	2,399.87	2,399.87	08/02/2023
Total 2269:					2,399.87	2,399.87	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6686	Allegiance Benefit Plan Manage, I	073123	claims 07.31.23	07/31/2023	12,308.61	12,308.61	08/07/2023
6686	Allegiance Benefit Plan Manage, I	080123	alliegiance premium	08/01/2023	89,606.74	89,606.74	08/01/2023
6686	Allegiance Benefit Plan Manage, I	080723	claims	08/10/2023	75,887.36	75,887.36	08/11/2023
Total 6686:					177,802.71	177,802.71	
6524	ALPHAGRAPHICS	JX-327366	SIGNAGE	07/24/2023	77.92	.00	
Total 6524:					77.92	.00	
5726	AMAZON	13H7-WYHJ-W	BATTERIES	07/28/2023	351.08	.00	
5726	AMAZON	19FM-JHY6-D7	GEAR WRENCH	08/04/2023	328.53	.00	
5726	AMAZON	1DKQ-6LLQ-F	APRONS	08/04/2023	11.99	.00	
5726	AMAZON	1LC3-WVTP-G	PARMIDA LED BULBS	07/31/2023	197.70	.00	
5726	AMAZON	1XCK-DHT4-1	UKEY U G4 LED BULB	03/22/2023	99.95	.00	
Total 5726:					989.25	.00	
7221	ANDERS GLASS AND TINT	072823	WINDSHIELD REPLACEMENT	07/28/2023	470.00	.00	
Total 7221:					470.00	.00	
6395	ARCHIVESOCIAL, INC.	28390	SOCIAL MEDIA ARCHIVING	07/01/2023	4,788.00	.00	
Total 6395:					4,788.00	.00	
7249	B.P SUNSHINE ROOFERS	080823	145 W HANSEN ROOF	08/08/2023	6,000.00	.00	
Total 7249:					6,000.00	.00	
4920	BEST BEST & KRIEGER	971618	51148.0001 FRANCHISE RENEW	08/04/2023	7,868.00	.00	
Total 4920:					7,868.00	.00	
4774	BIG R RANCH & HOME	1630150	CHAIN OIL	08/07/2023	14.99	.00	
Total 4774:					14.99	.00	
1560	BLUE SPRUCE CLEANERS,INC	080123	DRY CLEANING PD	08/01/2023	475.19	.00	
1560	BLUE SPRUCE CLEANERS,INC	080823S	DRY CLEANING SAM JEWISON	08/08/2023	32.48	.00	
Total 1560:					507.67	.00	
6244	BLUE360 MEDIA, LLC	IN2307200246	LAW BOOK	07/24/2023	698.36	.00	
Total 6244:					698.36	.00	
6727	BRIGGS, ERIC L	23227	TOOLS	07/27/2023	99.95	.00	
6727	BRIGGS, ERIC L	23384	TOOLS	08/03/2023	311.60	.00	
Total 6727:					411.55	.00	
7077	BURKHOLDER, SHAWN	080723	SEPTEMBER RENT	08/07/2023	1,942.50	.00	
Total 7077:					1,942.50	.00	
5	CARQUEST AUTO PARTS INC.	6090-621566	SEAT COVERS	07/28/2023	328.30	.00	
5	CARQUEST AUTO PARTS INC.	6090-621579	ROTOR	07/28/2023	249.32	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5:					577.62	.00	
102	CASELLE INC.	126465	CONTRACT SUPPORT	08/01/2023	1,867.00	.00	
Total 102:					1,867.00	.00	
6257	CERTIFIED LABORATORIES	8318135	XTREME GREEN	07/20/2023	1,236.85	.00	
Total 6257:					1,236.85	.00	
7089	CHARLIE'S PLUMBING OF JH	10301	CLOGGED DRAIN	07/26/2023	523.00	.00	
7089	CHARLIE'S PLUMBING OF JH	10364-1	CLOGGED DRAIN	08/08/2023	425.00	.00	
Total 7089:					948.00	.00	
5967	CITY OF DRIGGS	BBSTART2023	BUS RENT AUG	08/01/2023	1,551.69	.00	
Total 5967:					1,551.69	.00	
514	CONRAD & BISCHOFF INC.	IN-595609-23	FUEL	07/26/2023	33,425.00	.00	
Total 514:					33,425.00	.00	
4887	CONTROL SYSTEM TECHNOLO	10883	CONTROL HARDWARE	07/31/2023	785.00	.00	
Total 4887:					785.00	.00	
6475	CONVERGEONE, INC	IE9110960	CALL REPLAY	08/03/2023	4,118.16	.00	
Total 6475:					4,118.16	.00	
1691	CORE & MAIN LP	S502157	PROCODER PIT	06/02/2023	35,528.00	.00	
1691	CORE & MAIN LP	S575610	PROCODER PIT	07/26/2023	8,186.03	.00	
1691	CORE & MAIN LP	S745025	CODER	07/20/2023	12,268.36	.00	
1691	CORE & MAIN LP	S943260	PROCODER FLAG	07/26/2023	477.20	.00	
1691	CORE & MAIN LP	S969894	PROCODER KIT	07/26/2023	17,764.00	.00	
1691	CORE & MAIN LP	T102954	STRAP AND PIPE RANGE	07/17/2023	2,652.48	.00	
Total 1691:					76,876.07	.00	
5926	DASH MEDICAL GLOVES	INV1291958	GLOVES	08/02/2023	152.85	.00	
Total 5926:					152.85	.00	
4918	DEAN'S PEST CONTROL LLC	82238	WWTP RODENT CONTROL	07/12/2023	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	82570	PW RODENT CONTROL	07/21/2023	55.00	.00	
4918	DEAN'S PEST CONTROL LLC	82601	START PEST CONTROL	07/17/2023	100.00	.00	
Total 4918:					255.00	.00	
708	DELTA DENTAL PLAN OF WYOM	073123	JUNE CLAIMS	07/31/2023	4,460.00	4,460.00	08/11/2023
708	DELTA DENTAL PLAN OF WYOM	073123B	JULY PREMIUM	07/31/2023	650.00	650.00	08/11/2023
Total 708:					5,110.00	5,110.00	
6883	DIVISION OF CHILD SUPPORT	080923	DCSE CASE #0005405448	08/09/2023	509.23	509.23	08/09/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6883:					509.23	509.23	
2175	DIVISION OF VICTIM SERVICES	080123	Crime Victim Surcharge	08/01/2023	450.00	.00	
Total 2175:					450.00	.00	
3408	E.R. OFFICE EXPRESS	21277	FOLDERS	07/27/2023	57.39	.00	
3408	E.R. OFFICE EXPRESS	21320	Office Supplies	08/08/2023	71.97	.00	
Total 3408:					129.36	.00	
502	ELECTRICAL WHSLE SUPPLY C	S5581221.001	DUAL LED	08/02/2023	53.72	.00	
502	ELECTRICAL WHSLE SUPPLY C	S5586793.001	STRUTS	08/10/2023	66.50	.00	
Total 502:					120.22	.00	
6451	ELITE PARTS	7716	GUIDE AND HANDLE	07/31/2023	124.13	.00	
Total 6451:					124.13	.00	
2380	EMPLOYERS COUNCIL SERVIC	0000473634	MEMBERSHIP DUES	08/01/2023	7,700.00	.00	
Total 2380:					7,700.00	.00	
1134	ENERGY LABORATORIES INC.	568875	INFLUENT AND EFFLUENT	07/28/2023	479.00	.00	
1134	ENERGY LABORATORIES INC.	570152	INFLUENT AND EFFLUENT	08/03/2023	203.00	.00	
Total 1134:					682.00	.00	
6552	ETNA TRADE PARK LLC	080723	SEPTEMBER RENT	08/07/2023	4,062.00	.00	
Total 6552:					4,062.00	.00	
4294	FIRE SERVICES OF IDAHO	12522417	START BUS	07/31/2023	360.00	.00	
4294	FIRE SERVICES OF IDAHO	12522418	TOWN HALL	07/31/2023	360.00	.00	
4294	FIRE SERVICES OF IDAHO	12522419	PUBLIC WORKS	07/31/2023	360.00	.00	
4294	FIRE SERVICES OF IDAHO	12522420	PARKING GARAGE	07/31/2023	360.00	.00	
4294	FIRE SERVICES OF IDAHO	12522423	HOME RANCH	07/31/2023	360.00	.00	
4294	FIRE SERVICES OF IDAHO	125522426	ICE ARENA	07/31/2023	360.00	.00	
Total 4294:					2,160.00	.00	
2549	FIRST TRANSIT	11902237	LABOR AND EXPENSES	06/19/2023	9,584.35	.00	
Total 2549:					9,584.35	.00	
6079	FORMASPACE TECHNICAL FUR	INV8632	DESKS	07/26/2023	10,199.89	.00	
Total 6079:					10,199.89	.00	
668	FREEDOM MAILING SERVICE I	45856	UTILITY BILLING	08/03/2023	938.22	.00	
668	FREEDOM MAILING SERVICE I	45856	UTILITY BILLING	08/03/2023	938.21	.00	
Total 668:					1,876.43	.00	
6452	FROG CREEK PARTNERS, LLC	1236	CAMP Service	06/30/2023	2,496.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6452:					2,496.00	.00	
7287	GARCIA, ISRAEL	073123	INTERPRETER	07/31/2023	40.00	.00	
Total 7287:					40.00	.00	
6844	GE SOFTWARE	212107	FUEL SITE MODULE	07/31/2023	80.00	.00	
Total 6844:					80.00	.00	
4212	GILLIG LLC	41066525	AIR FILTER	07/25/2023	669.48	.00	
4212	GILLIG LLC	41068942	GEAR	07/31/2023	1,901.44	.00	
4212	GILLIG LLC	41069693	FENDER AND PANELS	08/02/2023	740.95	.00	
4212	GILLIG LLC	41069694	WINDSHIELD	08/02/2023	1,376.94	.00	
Total 4212:					4,688.81	.00	
2473	GUHEEN, TOM	073123	DOT PHYSICAL	07/31/2023	155.00	.00	
Total 2473:					155.00	.00	
5044	H&R ENTERPRISES	544	UNIFORM SHIRTS PD	07/21/2023	1,167.63	.00	
Total 5044:					1,167.63	.00	
4988	HD FOWLER COMPANY	16459279	V-PLUG	07/20/2023	200.00	.00	
Total 4988:					200.00	.00	
6237	HEALTH TECHNOLOGY	INV41601	DRAINAIN	07/20/2023	202.54	.00	
Total 6237:					202.54	.00	
6865	HEROLD, RON	080823	DOT PHYSICAL	08/08/2023	90.00	.00	
Total 6865:					90.00	.00	
96	HIGH COUNTRY LINEN	0386718	ADMIN	07/06/2023	3.33	.00	
96	HIGH COUNTRY LINEN	0386718	SHOP SUPPLIES	07/06/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0386718	fACILITY	07/06/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0386718	FLEET	07/06/2023	30.79	.00	
96	HIGH COUNTRY LINEN	0386718	WATER	07/06/2023	19.38	.00	
96	HIGH COUNTRY LINEN	0386718	ADMIN	07/06/2023	3.32	.00	
96	HIGH COUNTRY LINEN	0386718	BUILD MAINT	07/06/2023	12.32	.00	
96	HIGH COUNTRY LINEN	0386718	WWTP	07/06/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0386718	SEWER	07/06/2023	14.67	.00	
96	HIGH COUNTRY LINEN	0386718	STREET	07/06/2023	20.75	.00	
96	HIGH COUNTRY LINEN	0387822	MATS @ WWTP	07/12/2023	64.65	.00	
96	HIGH COUNTRY LINEN	0388510	MATS @ TOWN HALL	07/14/2023	264.04	.00	
96	HIGH COUNTRY LINEN	0389485	SEWER	07/20/2023	14.67	.00	
96	HIGH COUNTRY LINEN	0389485	ADMIN	07/20/2023	6.64	.00	
96	HIGH COUNTRY LINEN	0389485	SHOP SUPPLIES	07/20/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0389485	fACILITY	07/20/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0389485	FLEET	07/20/2023	30.79	.00	
96	HIGH COUNTRY LINEN	0389485	WATER	07/20/2023	19.38	.00	
96	HIGH COUNTRY LINEN	0389485	ADMIN	07/20/2023	6.66	.00	
96	HIGH COUNTRY LINEN	0389485	STREET	07/20/2023	20.75	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0389485	BUILD MAINT	07/20/2023	12.99	.00	
96	HIGH COUNTRY LINEN	0389485	WWTP	07/20/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0390120	MATS @ SI FERRIN	07/24/2023	17.75	.00	
96	HIGH COUNTRY LINEN	0390123	MATS @ HOME RANCH	07/24/2023	54.56	.00	
96	HIGH COUNTRY LINEN	0390848	ADMIN	07/27/2023	6.65	.00	
96	HIGH COUNTRY LINEN	0390848	WATER	07/27/2023	19.38	.00	
96	HIGH COUNTRY LINEN	0390848	BUILD MAINT	07/27/2023	163.36	.00	
96	HIGH COUNTRY LINEN	0390848	WWTP	07/27/2023	14.68	.00	
96	HIGH COUNTRY LINEN	0390848	SEWER	07/27/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0390848	ADMIN	07/27/2023	6.65	.00	
96	HIGH COUNTRY LINEN	0390848	SHOP SUPPLIES	07/27/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0390848	FACILITY	07/27/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0390848	STREET	07/27/2023	20.74	.00	
96	HIGH COUNTRY LINEN	0390848	FLEET	07/27/2023	30.79	.00	
96	HIGH COUNTRY LINEN	0391287	MATS @ TOWN HALL	07/28/2023	264.04	.00	
96	HIGH COUNTRY LINEN	0392028	MATS @ SHELTER	08/02/2023	82.65	.00	
96	HIGH COUNTRY LINEN	0392152	TOWELS @ START	08/02/2023	98.32	.00	
96	HIGH COUNTRY LINEN	0392924	MATS @ SI FERRIN	08/07/2023	17.75	.00	
96	HIGH COUNTRY LINEN	0392930	MATS @ HOME RANCH	08/07/2023	24.56	.00	
96	HIGH COUNTRY LINEN	C0380321	CREDIT	06/02/2023	5.70-	.00	
96	HIGH COUNTRY LINEN	C0380321	CREDIT	06/02/2023	5.50-	.00	
96	HIGH COUNTRY LINEN	C0380321	CREDIT	06/02/2023	1.10-	.00	
96	HIGH COUNTRY LINEN	C0380321	CREDIT	06/02/2023	8.55-	.00	
96	HIGH COUNTRY LINEN	S0388258	TOWELS	07/13/2023	145.80	.00	
96	HIGH COUNTRY LINEN	S0388531	CLEANING SUPOLIES	07/14/2023	200.99	.00	
96	HIGH COUNTRY LINEN	S0391369	LINERS	07/28/2023	76.92	.00	
Total 96:					1,870.22	.00	
503	HUNT CONSTRUCTION INC	10758	DUSTGUARD	07/24/2023	1,023.00	.00	
503	HUNT CONSTRUCTION INC	10814	ASPHALT PATCH	08/10/2023	4,350.00	.00	
Total 503:					5,373.00	.00	
36	IDAHO STATE TAX COMMISSIO	08012023	JULY WITHHOLDINGS	08/01/2023	6,503.00	6,503.00	08/02/2023
Total 36:					6,503.00	6,503.00	
7286	INTERNATIONAL CYBERNETIC	230731-6	PAVEMENT CONDITION SURVE	07/31/2023	2,000.00	.00	
Total 7286:					2,000.00	.00	
106	INTERSTATE BATTERY	22257977	BATTERIES	07/25/2023	437.85	.00	
106	INTERSTATE BATTERY	22258060	BATTERIES	08/01/2023	465.90	.00	
Total 106:					903.75	.00	
6954	IVY OUTDOOR SERVICES LLC	0000045	JULY BUS STOP TRASH	08/02/2023	1,859.00	.00	
6954	IVY OUTDOOR SERVICES LLC	0000047	DOWNTOWN JULY TRASH CAN	08/08/2023	16,484.25	.00	
Total 6954:					18,343.25	.00	
7163	JACKSON GROUP LOCKBOX	646236IF	FUEL FILTER	07/27/2023	979.44	.00	
Total 7163:					979.44	.00	
6474	JACKSON HOLE LAW, PC	073123	LEGAL SERVICES JULY	07/31/2023	3,505.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6474:					3,505.00	.00	
131	JACKSON HOLE NEWS & GUID	355523	AD#419548	07/26/2023	153.00	.00	
131	JACKSON HOLE NEWS & GUID	355913	AD#419891	08/02/2023	308.20	.00	
131	JACKSON HOLE NEWS & GUID	355915	AD#419809	08/02/2023	90.00	.00	
131	JACKSON HOLE NEWS & GUID	355961	AD#419810	08/02/2023	63.00	.00	
131	JACKSON HOLE NEWS & GUID	355967	AD#420049	08/02/2023	40.50	.00	
131	JACKSON HOLE NEWS & GUID	355998	AD#420024	08/02/2023	433.20	.00	
131	JACKSON HOLE NEWS & GUID	355999	AD#419939	08/02/2023	638.40	.00	
131	JACKSON HOLE NEWS & GUID	356135	AD#420247	08/09/2023	279.00	.00	
Total 131:					2,005.30	.00	
6545	JACKSON HOLE PUBLIC ART	041823B	UTILITY BOX WRAPS	04/18/2023	27,830.00	.00	
Total 6545:					27,830.00	.00	
114	JACKSON LUMBER INC	0000896965-0	ANCHOR BOLTS	07/10/2023	47.32	.00	
114	JACKSON LUMBER INC	0000897150-0	ANCHOR BOLTS	07/10/2023	27.84	.00	
Total 114:					75.16	.00	
239	JH20 WATER CONDITIONING &	I230613771	water @ WWTP	06/13/2023	95.00	.00	
239	JH20 WATER CONDITIONING &	I230721148	water @ WWTP	07/21/2023	97.50	.00	
Total 239:					192.50	.00	
139	JORGENSEN ASSOCIATES, PC	052823	CORE SERVICES VEHICLE MAI	07/18/2023	114,291.00	.00	
139	JORGENSEN ASSOCIATES, PC	063023	FLAT BICREEK DRIVE REBUILD	06/30/2023	2,160.00	.00	
139	JORGENSEN ASSOCIATES, PC	063023	FLAT BICREEK DRIVE REBUILD	06/30/2023	15,637.50	.00	
139	JORGENSEN ASSOCIATES, PC	063023	FLAT BICREEK DRIVE REBUILD	06/30/2023	242,648.20	.00	
139	JORGENSEN ASSOCIATES, PC	51547	22182 TOJ/MILLWARD WATERLI	07/09/2023	2,643.70	.00	
139	JORGENSEN ASSOCIATES, PC	51726	23007 TOJ LIBRARY UPDATES	08/04/2023	3,000.00	.00	
139	JORGENSEN ASSOCIATES, PC	51726	23007 TOJ LIBRARY UPDATES	08/04/2023	8,770.00	.00	
139	JORGENSEN ASSOCIATES, PC	51726	23007 TOJ LIBRARY UPDATES	08/04/2023	4,000.00	.00	
Total 139:					393,150.40	.00	
7289	KAPP, NATALIE	072723	REFUND	07/27/2023	76.00	.00	
Total 7289:					76.00	.00	
7285	LAFAYETTE INSTRUMENT COM	44519	basic examiner's course	08/02/2023	6,000.00	.00	
Total 7285:					6,000.00	.00	
5914	LENZ, BRIAN	080823	REIMBURSE OFFICE SUPPLIES	08/08/2023	26.49	.00	
5914	LENZ, BRIAN	080823	REIMBURSE LUNCH	08/08/2023	178.92	.00	
Total 5914:					205.41	.00	
609	LITTLE FALLS MACHINE	368591	SNOW PLOW	07/19/2023	19,445.00	.00	
Total 609:					19,445.00	.00	
156	LOWER VALLEY ENERGY INC	92050-002 07-	3150 S ADAMS CANYON DR, JA	07/31/2023	163.74	.00	
156	LOWER VALLEY ENERGY INC	92050-003 07-	SPRUCE DR PUMP HOUSE, JA	07/31/2023	342.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-005 07-	CACHE KUDAR LT, JACKSON,	07/31/2023	42.55	.00	
156	LOWER VALLEY ENERGY INC	92050-006 07-	N CACHE ST LIGHTING, JACKS	07/31/2023	26.39	.00	
156	LOWER VALLEY ENERGY INC	92050-008 07-	CEMETERY, JACKSON, WY 20	07/31/2023	31.05	.00	
156	LOWER VALLEY ENERGY INC	92050-010 07-	ELY SPRINGS RD WELL 6,7,8, J	07/31/2023	4,030.10	.00	
156	LOWER VALLEY ENERGY INC	92050-014 07-	135 E BROADWAY AVE HEAT TA	07/31/2023	17.60	.00	
156	LOWER VALLEY ENERGY INC	92050-016 07-	210 N CACHE ST HOME RANCH	07/31/2023	41.84	.00	
156	LOWER VALLEY ENERGY INC	92050-017 07-	WASTE WATER TRTMT INTERM	07/31/2023	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-019 07-	RANGEVIEW DR LIFT PUMP CO	07/31/2023	56.25	.00	
156	LOWER VALLEY ENERGY INC	92050-020 07-	S HWY 89 PATHWAY TUNNEL LT	07/31/2023	32.21	.00	
156	LOWER VALLEY ENERGY INC	92050-021 07-	150 E PEARL AVE, JACKSON, W	07/31/2023	946.92	.00	
156	LOWER VALLEY ENERGY INC	92050-023 07-	RANGEVIEW DR LOTS 18,19 LT	07/31/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-024 07-	1605 BERGER LN SEWER LIFT	07/31/2023	18.56	.00	
156	LOWER VALLEY ENERGY INC	92050-025 07-	450 W SNOW KING AVE NEW S	07/31/2023	452.08	.00	
156	LOWER VALLEY ENERGY INC	92050-026 07-	450 W SNOW KING AVE SHOP, J	07/31/2023	111.90	.00	
156	LOWER VALLEY ENERGY INC	92050-027 07-	RANGEVIEW DR LOTS 20,21 LT	07/31/2023	17.73	.00	
156	LOWER VALLEY ENERGY INC	92050-028 07-	RANGEVIEW DR LOTS 26,27 LT	07/31/2023	17.73	.00	
156	LOWER VALLEY ENERGY INC	92050-030 07-	RANGEVIEW DR LOTS 95,96 LT	07/31/2023	17.53	.00	
156	LOWER VALLEY ENERGY INC	92050-031 07-	MOUNTAIN VIEW LN LOT 38,39	07/31/2023	17.60	.00	
156	LOWER VALLEY ENERGY INC	92050-032 07-	LILAC LN LOTS 88, 89 LTS, JAC	07/31/2023	17.53	.00	
156	LOWER VALLEY ENERGY INC	92050-034 07-	LILAC LN LOTS 80, 81 LTS, JAC	07/31/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-035 07-	RANGEVIEW DR LOTS 41,42 LT	07/31/2023	20.12	.00	
156	LOWER VALLEY ENERGY INC	92050-036 07-	RANGEVIEW DR LOTS 12,13 LT	07/31/2023	16.49	.00	
156	LOWER VALLEY ENERGY INC	92050-039 07-	LILAC LN LOTS 86, 87 LTS, JAC	07/31/2023	17.53	.00	
156	LOWER VALLEY ENERGY INC	92050-040 07-	CORNER CREEK & LILAC LOTS	07/31/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-041 07-	LILAC & DAISY LOTS 99, 101 LT	07/31/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-043 07-	CORNER CREEK LOTS 68,69 LT,	07/31/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-044 07-	SNOW KING ESTATES BOOSTE	07/31/2023	556.68	.00	
156	LOWER VALLEY ENERGY INC	92050-045 07-	TOWN SQUARE LIGHTS, JACKS	07/31/2023	98.97	.00	
156	LOWER VALLEY ENERGY INC	92050-047 07-	WASTE WATER TRTMT UV BLD	07/31/2023	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-049 07-	WASTE WATER TRTMT PTB 545	07/31/2023	11,368.79	.00	
156	LOWER VALLEY ENERGY INC	92050-050 07-	2 MG TANK, JACKSON, WY 200	07/31/2023	17.53	.00	
156	LOWER VALLEY ENERGY INC	92050-051 07-	WELL #5 KARNs MEADOW DR,	07/31/2023	3,328.90	.00	
156	LOWER VALLEY ENERGY INC	92050-052 07-	675 E BROADWAY AVE WELL #1	07/31/2023	15.73	.00	
156	LOWER VALLEY ENERGY INC	92050-053 07-	WELLS #2 & #3, JACKSON, WY	07/31/2023	4,176.80	.00	
156	LOWER VALLEY ENERGY INC	92050-054 07-	CITY WELL ELK REF 1, JACKSO	07/31/2023	12.25	.00	
156	LOWER VALLEY ENERGY INC	92050-055 07-	CITY WELL ELK REF 2, JACKSO	07/31/2023	12.25	.00	
156	LOWER VALLEY ENERGY INC	92050-059 07-	440 W SNOW KING AVE POLICE	07/31/2023	9.30	.00	
156	LOWER VALLEY ENERGY INC	92050-060 07-	400 W SNOW KING AVE S GAR,	07/31/2023	35.90	.00	
156	LOWER VALLEY ENERGY INC	92050-061 07-	400 W SNOW KING AVE PUBLIC	07/31/2023	114.24	.00	
156	LOWER VALLEY ENERGY INC	92050-074 07-	CRABTREE LN THAW WELL #2,	07/31/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-078 07-	145 W HANSEN AVE FRONT, JA	07/31/2023	90.90	.00	
156	LOWER VALLEY ENERGY INC	92050-079 07-	145 W HANSEN AVE BACK, JAC	07/31/2023	53.72	.00	
156	LOWER VALLEY ENERGY INC	92050-081 07-	IRR CONTROL & LTS PEARL ST,	07/31/2023	21.15	.00	
156	LOWER VALLEY ENERGY INC	92050-082 07-	400 W SNOW KING AVE E STOR	07/31/2023	34.43	.00	
156	LOWER VALLEY ENERGY INC	92050-090 07-	955 MAPLE WAY, JACKSON, WY	07/31/2023	49.82	.00	
156	LOWER VALLEY ENERGY INC	92050-092 07-	3150 S ADAMS CANYON DR ANI	07/31/2023	64.50	.00	
156	LOWER VALLEY ENERGY INC	92050-102 07-	145 W HANSEN AVE FRONT, JA	07/31/2023	21.12	.00	
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	07/31/2023	1,917.33	.00	
156	LOWER VALLEY ENERGY INC	92050-106 07-	940 SIMON LN, JACKSON, WY	07/31/2023	73.36	.00	
156	LOWER VALLEY ENERGY INC	92050-111 07-3	PEARL & WILLOW ST LTS, JACK	07/31/2023	17.99	.00	
156	LOWER VALLEY ENERGY INC	92050-114 07-3	210 N CACHE ST HOME RANCH	07/31/2023	207.56	.00	
156	LOWER VALLEY ENERGY INC	92050-126 07-	SPRING WATER LN LIFT STATIO	07/31/2023	31.16	.00	
156	LOWER VALLEY ENERGY INC	92050-127 07-	3337 S CODY CREEK DR LIFT S	07/31/2023	356.31	.00	
156	LOWER VALLEY ENERGY INC	92050-130 07-	3 CREEK RANCH AFFORDABLE	07/31/2023	21.36	.00	
156	LOWER VALLEY ENERGY INC	92050-131 07-	195 E DELONEY AVE RESTROO	07/31/2023	137.76	.00	
156	LOWER VALLEY ENERGY INC	92050-132 07-	160 S MILLWARD ST PARKING	07/31/2023	1,431.66	.00	
156	LOWER VALLEY ENERGY INC	92050-134 07-	160 S MILLWARD ST PARKING	07/31/2023	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-332 07-	185 N GLENWOOD ST LTS, JAC	07/31/2023	26.65	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-334 07-	JOSEPHINE LOOP LOT 15 LIFT	07/31/2023	83.79	.00	
156	LOWER VALLEY ENERGY INC	92050-336 07-	HIDDEN RANCH PATHWAY TUN	07/31/2023	21.36	.00	
156	LOWER VALLEY ENERGY INC	92050-341 07-	210 N CACHE ST HOME RANCH	07/31/2023	29.99	.00	
156	LOWER VALLEY ENERGY INC	92050-342 07-	25 S REDMOND ST LT PEDESTA	07/31/2023	28.14	.00	
156	LOWER VALLEY ENERGY INC	92050-345 07-	930 SIMON LN, JACKSON, WY	07/31/2023	57.81	.00	
156	LOWER VALLEY ENERGY INC	92050-353 07-	W DELONEY & BROADWAY LTS,	07/31/2023	60.26	.00	
156	LOWER VALLEY ENERGY INC	92050-355 07-	S CACHE SE OF CENTER ARTS	07/31/2023	55.48	.00	
156	LOWER VALLEY ENERGY INC	92050-356 07-	55 KARNs MEADOW DR START	07/31/2023	78.76	.00	
156	LOWER VALLEY ENERGY INC	92050-357 07-	55 KARNs MEADOW DR START	07/31/2023	2,312.17	.00	
156	LOWER VALLEY ENERGY INC	92050-358 07-	650 W BROADWAY PATHWAY LT	07/31/2023	52.30	.00	
156	LOWER VALLEY ENERGY INC	92050-359 07-	MILLER PARK PARKING LOT CH	07/31/2023	174.15	.00	
156	LOWER VALLEY ENERGY INC	92050-360 07-	1035 W BROADWAY AVE PATH	07/31/2023	25.93	.00	
156	LOWER VALLEY ENERGY INC	92050-361 07-	625 W BROADWAY AVE NEW P	07/31/2023	21.28	.00	
156	LOWER VALLEY ENERGY INC	92050-362 07-	STELLARIA LN/S HWY 89 LIGHT	07/31/2023	19.02	.00	
156	LOWER VALLEY ENERGY INC	92050-363 07-	455 VINE ST UTIL, JACKSON, W	07/31/2023	34.34	.00	
156	LOWER VALLEY ENERGY INC	92050-364 07-	65 VIRGINIAN LN #5, JACKSON,	07/31/2023	34.40	.00	
156	LOWER VALLEY ENERGY INC	92050-365 07-	65 VIRGINIAN LN #7, JACKSON,	07/31/2023	41.83	.00	
156	LOWER VALLEY ENERGY INC	92050-367 07-	455 VINE ST APT #3, JACKSON,	07/31/2023	35.76	.00	
156	LOWER VALLEY ENERGY INC	92050-368 07-	455 VINE ST APT #4, JACKSON,	07/31/2023	55.02	.00	
156	LOWER VALLEY ENERGY INC	92050-370 07-	2022 WILDFLOWER CT, JACKS	07/31/2023	21.12	.00	
156	LOWER VALLEY ENERGY INC	92050-371 07-	2022 WILDFLOWER CT, JACKS	07/31/2023	37.92	.00	
156	LOWER VALLEY ENERGY INC	92050-374 07-	455 VINE ST APT #1, JACKSON,	07/31/2023	38.11	.00	
156	LOWER VALLEY ENERGY INC	92050-375 07-	155 E PEARL AVE, JACKSON, W	07/31/2023	21.36	.00	
156	LOWER VALLEY ENERGY INC	92050-376 07-	149 E PEARL AVE, JACKSON, W	07/31/2023	39.50	.00	
156	LOWER VALLEY ENERGY INC	92050-378 07-	145 E PEARL AVE #A EAST, JAC	07/31/2023	26.32	.00	
156	LOWER VALLEY ENERGY INC	92050-381 07-	915 SIMON LN, JACKSON, WY	07/31/2023	39.48	.00	
156	LOWER VALLEY ENERGY INC	92050-382 07-	BUDGE DR LT SYSTEM, JACKS	07/31/2023	19.08	.00	
156	LOWER VALLEY ENERGY INC	92050-383 07-	SNOW KING DR WATER TANK C	07/31/2023	17.41	.00	
156	LOWER VALLEY ENERGY INC	92050-385 07-	85 N SPRING GULCH RD SPRIN	07/31/2023	252.70	.00	
156	LOWER VALLEY ENERGY INC	92050-388 07-	121 SHERWOOD CT BLDG 2 BU	07/31/2023	25.83	.00	
156	LOWER VALLEY ENERGY INC	92050-389 07-	1640 MARTIN LN LIFT STATION,	07/31/2023	20.44	.00	
156	LOWER VALLEY ENERGY INC	92050-390 07-	400 W SNOW KING AVE HOUSI	07/31/2023	163.02	.00	
156	LOWER VALLEY ENERGY INC	92050-391 07-	400 W SNOW KING AVE PARK M	07/31/2023	49.21	.00	
156	LOWER VALLEY ENERGY INC	92050-392 07-	400 W SNOW KING AVE ADMIN,	07/31/2023	261.85	.00	
156	LOWER VALLEY ENERGY INC	92050-393 07-	400 W SNOW KING AVE EMPLO	07/31/2023	259.27	.00	
156	LOWER VALLEY ENERGY INC	92050-395 07-	145 E PEARL AVE #C LOFT, JAC	07/31/2023	39.12	.00	
156	LOWER VALLEY ENERGY INC	92050-396 07-	145 E PEARL AVE HSE/CMN, JA	07/31/2023	72.02	.00	
156	LOWER VALLEY ENERGY INC	92050-397 07-	145 E PEARL AVE #B WEST, JA	07/31/2023	42.81	.00	
156	LOWER VALLEY ENERGY INC	92050-398 07-	155 E PEARL AVE, JACKSON, W	07/31/2023	19.12	.00	
156	LOWER VALLEY ENERGY INC	92050-399 07-	155 E PEARL AVE, JACKSON, W	07/31/2023	23.44	.00	
156	LOWER VALLEY ENERGY INC	92050-401 07-	455 VINE ST APT #2, JACKSON,	07/31/2023	38.47	.00	
156	LOWER VALLEY ENERGY INC	92050-405 07-	3585 S CANADIAN DR, JACKSO	07/31/2023	56.64	.00	
156	LOWER VALLEY ENERGY INC	92050-406 07-	3585 S CANADIAN DR, JACKSO	07/31/2023	22.06	.00	
156	LOWER VALLEY ENERGY INC	92050-407 07-	130 E KELLY AVE #23, JACKSO	07/31/2023	21.48	.00	
156	LOWER VALLEY ENERGY INC	92050-409 07-	6905 W HWY 22 RENTAL, WILS	07/31/2023	49.63	.00	
156	LOWER VALLEY ENERGY INC	92050-410 07-	910 SMITH LN, JACKSON, WY	07/31/2023	106.73	.00	
156	LOWER VALLEY ENERGY INC	92050-413 07-	76 E CIRCLE DR, THAYNE, WY	07/31/2023	22.27	.00	
Total 156:					35,923.55	.00	
7112	MARKMAN, JASON	080723	SEPTEMBER RENT	08/07/2023	1,900.00	.00	
Total 7112:					1,900.00	.00	
5344	MEXIA, DOMINGO	163	TRANSLATION SERVICES	08/09/2023	480.00	.00	
5344	MEXIA, DOMINGO	164	TRANSLATION SERVICES	08/09/2023	240.00	.00	
5344	MEXIA, DOMINGO	165	TRANSLATION	08/09/2023	160.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5344:					880.00	.00	
6770	MOBILITY FOREFRONT LLC	MFFINV0201	MONTHLY RENT	08/01/2023	35,000.00	.00	
Total 6770:					35,000.00	.00	
4886	MORTON-LEVINSON, HAILEY	080923	REIMBURSE TRAVEL EXPENSE	08/09/2023	1,194.55	.00	
Total 4886:					1,194.55	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6280200002	MET CAP	07/19/2023	22.71	.00	
Total 4623:					22.71	.00	
7067	MUSGROVE ENGINEERING, PA	22-485A	east parking design	06/29/2023	7,000.00	.00	
Total 7067:					7,000.00	.00	
257	NAPA AUTO PARTS INC.	149794	STOP TAIL TURN LENS	06/30/2023	144.50	.00	
257	NAPA AUTO PARTS INC.	155105	BATTERY CABLE	07/21/2023	17.96	.00	
257	NAPA AUTO PARTS INC.	157522	FILTERS	07/31/2023	119.96	.00	
257	NAPA AUTO PARTS INC.	157531	OIL FILTER	07/31/2023	24.48	.00	
257	NAPA AUTO PARTS INC.	157819	FILTERS	08/01/2023	13.32	.00	
257	NAPA AUTO PARTS INC.	157991	BANDSAW	08/02/2023	383.99	.00	
257	NAPA AUTO PARTS INC.	158250	SEAL	08/02/2023	17.24	.00	
257	NAPA AUTO PARTS INC.	158307	BOTTLE JACK	08/03/2023	126.59	.00	
Total 257:					848.04	.00	
187	NELSON ENGINEERING	60946	22-077-01 SNOW KING EVENT C	02/28/2023	928.75	.00	
187	NELSON ENGINEERING	61755	23-196 KELLY WATER	06/30/2023	460.00	.00	
187	NELSON ENGINEERING	61756	bike lane	06/30/2023	1,193.00	.00	
187	NELSON ENGINEERING	61930	professional services ending 0617	06/30/2023	1,602.25	.00	
187	NELSON ENGINEERING	62252	23-196 KELLY WATER	07/31/2023	230.00	.00	
Total 187:					4,414.00	.00	
6213	New West Building Company Inc.	080323	release bond E23-0082 847/849 u	08/03/2023	8,000.00	.00	
Total 6213:					8,000.00	.00	
1504	ONE CALL OF WYOMING	68117	JULY TICKETS	08/04/2023	219.75	.00	
1504	ONE CALL OF WYOMING	68117	JULY TICKETS	08/04/2023	219.75	.00	
Total 1504:					439.50	.00	
5026	PELLETIER, CARL	080823	REIMBURSE POSTAGE	08/08/2023	6.15	.00	
Total 5026:					6.15	.00	
6483	PREMIER TRUCK- SALT LAKE C	775522091	WINDSHIELD	08/01/2023	347.49	.00	
Total 6483:					347.49	.00	
6594	PROTERRA	1063531	FLAP KIT	07/27/2023	9.30	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6594:					9.30	.00	
6613	QUADIENT FINANCE USA, INV	790004408054	POSTAGE	07/30/2023	2,000.00	.00	
Total 6613:					2,000.00	.00	
7066	R & A SAFETY LLC	42419	DOT	06/20/2023	90.50	.00	
7066	R & A SAFETY LLC	42479	PRE-EMPLOY	07/05/2023	90.50	.00	
7066	R & A SAFETY LLC	42576	DOT RANDOM	07/17/2023	90.50	.00	
7066	R & A SAFETY LLC	42582	DOT RANDOM	07/18/2023	90.50	.00	
7066	R & A SAFETY LLC	42591	DOT RANDOM	07/19/2023	90.50	.00	
7066	R & A SAFETY LLC	42611	DOT PRE-EMPLOY	07/21/2023	90.50	.00	
Total 7066:					543.00	.00	
3761	RAE, JOSHUA	000170	REPAIR BOARDWALK	08/07/2023	1,500.00	.00	
3761	RAE, JOSHUA	000171	boardwalk reconstruction	08/07/2023	4,000.00	.00	
3761	RAE, JOSHUA	000172	REPAIR BOARDWALK	08/07/2023	1,600.00	.00	
Total 3761:					7,100.00	.00	
4869	RIDGELINE EXCAVATION INC	080923	PAY APP #4 W GILL	08/09/2023	40,300.53	.00	
4869	RIDGELINE EXCAVATION INC	1601	CAT 310	04/20/2023	849.49	.00	
Total 4869:					41,150.02	.00	
2850	RT1 INC	072623	SHIPPING CHARGES	07/26/2023	20.15	.00	
Total 2850:					20.15	.00	
5812	RUI INC. DBA VILLAGE GARDN	1004	SUMMER MAINTENANCE 145 W	07/31/2023	307.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	1005	SUMMER MAINTENANCE 455 VI	07/31/2023	85.50	.00	
Total 5812:					392.50	.00	
13	SAFETY SUPPLY & SIGN CO., I	185919	SIGNAGE	07/20/2023	247.64	.00	
13	SAFETY SUPPLY & SIGN CO., I	185976	SIGNAGE	07/27/2023	40.17	.00	
13	SAFETY SUPPLY & SIGN CO., I	186033	ORANGE FLAGS	07/31/2023	452.36	.00	
Total 13:					740.17	.00	
7203	SCHWARTZ, ANDY	072723	LOBBY SERVICES 1 OF 12	07/07/2023	4,167.00	.00	
Total 7203:					4,167.00	.00	
188	SCOTT, LEE ANNA	073123	TRANSLATION SERVICES	07/31/2023	112.50	.00	
Total 188:					112.50	.00	
4359	SHERWIN-WILLIAMS CO.	6889-8	PAINT	07/17/2023	149.90	.00	
4359	SHERWIN-WILLIAMS CO.	7446-6	PAINT	07/28/2023	27.99	.00	
Total 4359:					177.89	.00	
4720	SILVERSTAR	654791 0823	MONTHLY SERVICES	08/01/2023	869.73	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4720:					869.73	.00	
7106	SMITH PSYCHOLOGICAL SERVI	6031	EVAL	08/02/2023	400.00	.00	
Total 7106:					400.00	.00	
4699	SNAKE RIVER ROASTING	801406	COFFEE	08/01/2023	113.90	.00	
4699	SNAKE RIVER ROASTING	801482	COFFEE	08/09/2023	47.00	.00	
Total 4699:					160.90	.00	
3961	SPECTRUM	030285205272	MONTHLY SERVICES	05/27/2023	99.99	.00	
3961	SPECTRUM	030285206272	MONTHLY SERVICES	06/27/2023	99.99	.00	
3961	SPECTRUM	030285207272	MONTHLY SERVICES	07/27/2023	99.99	.00	
Total 3961:					299.97	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334613375	ANIMAL CARE	08/03/2023	43.55	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334613376	ANIMAL CARE	08/03/2023	.00	.00	
Total 1505:					43.55	.00	
6838	SPSC POA - South Park Services	080123	MONTHLY FEES	08/01/2023	301.38	.00	
Total 6838:					301.38	.00	
4513	STANARD & ASSOCIATES, INC	SA000055053	OFFICER TESTING	07/31/2023	133.00	.00	
Total 4513:					133.00	.00	
7088	STONE, KIRK	080723	SEPTEMBER RENT	08/07/2023	2,940.00	.00	
Total 7088:					2,940.00	.00	
5055	STOTZ EQUIPMENT	P01660	BUSHINGS	07/27/2023	144.42	.00	
Total 5055:					144.42	.00	
7076	SUSTAINABLE STRATEGIES DC	3531	CONSULTING SERVICES	07/30/2023	7,500.00	.00	
Total 7076:					7,500.00	.00	
1443	TETON COUNTY CLERK	080723FE	FIRE EMS MONTHLY CONTRIBUT	08/07/2023	243,661.42	.00	
1443	TETON COUNTY CLERK	080723H	MONTHLY CONTRIBUTION HOU	08/07/2023	43,460.83	.00	
1443	TETON COUNTY CLERK	080723PR	MONTHLY CONTRIBUTION PAR	08/07/2023	204,554.25	.00	
Total 1443:					491,676.50	.00	
581	TETON COUNTY INTEGRATED	063023	2023 2ND QUARTER - BAG FEE	06/30/2023	26,241.44	.00	
581	TETON COUNTY INTEGRATED	629215	DUMP FEES	07/31/2023	40.00	.00	
581	TETON COUNTY INTEGRATED	629743	YARD WASTE	08/02/2023	13.00	.00	
581	TETON COUNTY INTEGRATED	630031	DUMP FEES	08/04/2023	67.00	.00	
581	TETON COUNTY INTEGRATED	630076	DUMP FEES	08/04/2023	37.00	.00	
581	TETON COUNTY INTEGRATED	630106	DUMP FEES	08/04/2023	43.00	.00	
Total 581:					26,441.44	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2362	TETON COUNTY PUBLIC HEALT	23-2799	CRYSTAL LOPEZ	06/12/2023	135.00	.00	
2362	TETON COUNTY PUBLIC HEALT	23-2923	DRINKING WATER TESTS	06/28/2023	200.00	.00	
2362	TETON COUNTY PUBLIC HEALT	24-1157	water testing	08/01/2023	200.00	.00	
Total 2362:					535.00	.00	
6902	TETON COUNTY PUBLIC WORK	2023-10	BUILD GRANT	06/09/2023	19,446.59	.00	
6902	TETON COUNTY PUBLIC WORK	2023-12	BUILD GRANT	08/03/2023	26,384.19	.00	
Total 6902:					45,830.78	.00	
2327	TETON COUNTY SHERIFF-DISP	033123	jan-mar 2023	06/30/2023	132,228.50	.00	
2327	TETON COUNTY SHERIFF-DISP	063023	APRIL- June billing	06/30/2023	68,990.33	.00	
Total 2327:					201,218.83	.00	
1614	TETON COUNTY-FUND 10	080223A	BILL PER ALYSSA WATKINS	08/02/2023	33,158.99	.00	
1614	TETON COUNTY-FUND 10	080223D	JULY 2023 DISPATCH	08/02/2023	51,977.94	.00	
1614	TETON COUNTY-FUND 10	080223EM	JULY 2023 EMERGENCY MANA	08/02/2023	12,117.95	.00	
1614	TETON COUNTY-FUND 10	080223PATH	JULY 2023 PATHWAYS	08/02/2023	7,031.92	.00	
1614	TETON COUNTY-FUND 10	080223PL	JULY 2023 PLANNING	08/02/2023	5,533.78	.00	
1614	TETON COUNTY-FUND 10	080223PL	JULY 2023 PLANNING	08/02/2023	6,764.12	.00	
Total 1614:					116,584.70	.00	
166	TETON COUNTY-FUND 19	063023	JUNE 2023 CAPITAL	06/30/2023	7,877.38	.00	
166	TETON COUNTY-FUND 19	063023B	MAY CAPITAL	06/30/2023	18,381.14	.00	
166	TETON COUNTY-FUND 19	080223C	JULY 2023 CAPITAL	08/02/2023	26,656.60	.00	
Total 166:					52,915.12	.00	
3162	TETON TRASH REMOVAL, INC.	23 AUG 557	TRASH 145 west hansen	08/01/2023	103.00	.00	
Total 3162:					103.00	.00	
3237	THE AFTERMARKET PARTS CO	83104637	ASM ROD	07/31/2023	772.06	.00	
Total 3237:					772.06	.00	
6941	THE CONNOR E FIELD TRUST	080723	SEPTEMBER RENT	08/07/2023	2,575.00	.00	
Total 6941:					2,575.00	.00	
3955	THOMSON WEST	848707864	LIBRARY PLAN CHANGES	08/01/2023	460.47	.00	
3955	THOMSON WEST	848707864	LIBRARY PLAN CHANGES	08/01/2023	460.47	.00	
Total 3955:					920.94	.00	
70	THYSSEN KRUPP ELEVATOR C	3007415682	Parking Garage - yearly elevator s	08/01/2023	4,076.43	.00	
Total 70:					4,076.43	.00	
6591	T-MOBILE	967529416 082	MONTHLY SERVICES	08/13/2023	92.73	.00	
Total 6591:					92.73	.00	
6363	TMSC LLC	005S 080823	STREET LIGHT REPAIRS	08/08/2023	1,202.40	.00	
6363	TMSC LLC	2020-005 0808	CORP YARD	08/08/2023	11,444.84	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6363	TMSC LLC	2022-006 0808	SK HOUSING	08/08/2023	240.00	.00	
	Total 6363:				12,887.24	.00	
7284	UCM DIGITAL HEALTH, INC	31821	JULY PREMIUM	07/01/2023	851.50	851.50	08/11/2023
	Total 7284:				851.50	851.50	
3881	VALLEY OFFICE SYSTEMS	AR1196358	CONTRACT COPIER	07/19/2023	416.84	.00	
	Total 3881:				416.84	.00	
7176	VICTOR VILLAGE, LLC	080723	SEPTEMBER RENT	08/07/2023	1,500.00	.00	
	Total 7176:				1,500.00	.00	
6874	VIRGINIAN LODGE	073123	overpayment account @1270200	07/31/2023	1,139.09	.00	
	Total 6874:				1,139.09	.00	
5022	VISION SERVICE PLAN - (WY)	818142502	JULY PREMIUM	07/01/2023	1,753.23	1,753.23	08/11/2023
	Total 5022:				1,753.23	1,753.23	
4848	WAMCO LAB, INC.	14805	TOXICITY TEST	08/02/2023	550.00	.00	
	Total 4848:				550.00	.00	
7288	WATKINS, LUXIANNA	23004	DESIGN	08/03/2023	400.00	.00	
	Total 7288:				400.00	.00	
2247	WATKINS, MARK	073123	REIMB FOR MILEAGE	07/31/2023	83.20	.00	
	Total 2247:				83.20	.00	
192	WEBER, MICHELLE	081023	REIMBURSE FOR TRAVEL TO F	08/10/2023	716.79	.00	
	Total 192:				716.79	.00	
563	WESTBANK SANITATION	4311020T022	WWTP trash	08/01/2023	2,979.74	.00	
563	WESTBANK SANITATION	4313192T022	940 Simon Lane	08/01/2023	69.71	.00	
563	WESTBANK SANITATION	4314076T022	3585 CANADIAN DR	08/01/2023	96.11	.00	
	Total 563:				3,145.56	.00	
6788	WESTERN CHARTERS AND TO	10501	BUS SERVICE	03/31/2023	43,350.00	.00	
6788	WESTERN CHARTERS AND TO	10502	BUS SERVICE	03/31/2023	114,700.00	.00	
	Total 6788:				158,050.00	.00	
1640	WESTERN STATE	IN002477514	SERVICE CALL	07/31/2023	284.72	.00	
1640	WESTERN STATE	IN002477515	SERVICE CALL	07/31/2023	288.52	.00	
1640	WESTERN STATE	IN002477521	SERVICE CALL	07/31/2023	288.52	.00	
1640	WESTERN STATE	IN002477523	SERVICE CALL	07/31/2023	288.52	.00	
1640	WESTERN STATE	IN002477525	SERVICE CALL	07/31/2023	288.52	.00	
1640	WESTERN STATE	IN002477526	SERVICE CALL	07/31/2023	288.52	.00	
1640	WESTERN STATE	IN002477530	SERVICE CALL	07/31/2023	288.52	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1640	WESTERN STATE	IN002477532	SERVICE CALL	07/31/2023	288.52	.00	
1640	WESTERN STATE	IN002477535	SERVICE CALL	07/31/2023	288.52	.00	
1640	WESTERN STATE	IN002477536	SERVICE CALL	07/31/2023	311.32	.00	
1640	WESTERN STATE	IN002478196	SERVICE CALL	07/31/2023	288.52	.00	
1640	WESTERN STATE	IN002478200	SERVICE CALL	07/31/2023	303.72	.00	
1640	WESTERN STATE	IN002478204	SERVICE CALL	07/31/2023	303.72	.00	
1640	WESTERN STATE	IN002478207	SERVICE CALL	07/31/2023	303.72	.00	
1640	WESTERN STATE	IN002480344	FILTERS	08/01/2023	1,008.90	.00	
Total 1640:					5,112.78	.00	
2802	WESTWOOD CURTIS	080923	PAY APP #10 RANCHER STREE	08/09/2023	123,568.26	.00	
Total 2802:					123,568.26	.00	
472	WHITE GLOVE CLEANING, INC.	9000	PW CLEANING	07/31/2023	1,500.00	.00	
472	WHITE GLOVE CLEANING, INC.	9009	CLEAN AND TRASH SHELTER	07/31/2023	1,458.13	.00	
472	WHITE GLOVE CLEANING, INC.	9009	CLEAN START OFFICE	07/31/2023	1,700.00	.00	
472	WHITE GLOVE CLEANING, INC.	9018	PARKING GARAGE	07/31/2023	250.00	.00	
472	WHITE GLOVE CLEANING, INC.	9025	SNOW KING HOUSING	07/31/2023	400.00	.00	
472	WHITE GLOVE CLEANING, INC.	9027	BUNK HOUSE CLEANING	07/31/2023	125.00	.00	
472	WHITE GLOVE CLEANING, INC.	9060	SUPPLIES	07/31/2023	1,208.75	.00	
472	WHITE GLOVE CLEANING, INC.	9061	SUPPLIES	07/31/2023	540.50	.00	
472	WHITE GLOVE CLEANING, INC.	9062	SUPPLIES	07/31/2023	963.25	.00	
472	WHITE GLOVE CLEANING, INC.	9063	SUPPLIES	07/31/2023	213.00	.00	
472	WHITE GLOVE CLEANING, INC.	9064	TISSUE	07/31/2023	62.50	.00	
472	WHITE GLOVE CLEANING, INC.	9065	TOWELS	07/31/2023	223.50	.00	
Total 472:					8,644.63	.00	
7081	WILMA D SORSBY TRUST	080723	SEPTEMBER RENT	08/01/2023	3,150.00	.00	
Total 7081:					3,150.00	.00	
4012	WILSON HARDWARE	425399	SAW	07/24/2023	21.99	.00	
Total 4012:					21.99	.00	
6117	WILSON, JOHN	080723	SEPTEMBER RENT	08/07/2023	2,200.00	.00	
Total 6117:					2,200.00	.00	
5489	WRENCH IT PLUMBING & HEATI	10809	elk refuge generator project	06/28/2023	1,580.39	.00	
Total 5489:					1,580.39	.00	
3619	WY CHILD SUPPORT ENFORCE	08092023	case#223670	08/09/2023	46.15	46.15	08/09/2023
3619	WY CHILD SUPPORT ENFORCE	08092023	case#223669	08/09/2023	46.15	46.15	08/09/2023
3619	WY CHILD SUPPORT ENFORCE	08092023	case#244124	08/09/2023	34.61	34.61	08/09/2023
Total 3619:					126.91	126.91	
4139	WY WORKERS' SAFETY & COM	08022023	AUGUST PREMIUM	08/02/2023	22,145.85	22,145.85	08/02/2023
Total 4139:					22,145.85	22,145.85	
406	WYOMING LAW ENFORCEMEN	080123	OFFICER EDUCATION TRAININ	08/01/2023	195.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 406:					195.00	.00	
329	WYOMING RETIREMENT SYST	3093768319	JULY CONTRIBUTIONS	08/01/2023	169,200.53	169,200.53	08/02/2023
Total 329:					169,200.53	169,200.53	
1764	WYOMING.COM INC	2160643	DOMAIN HOSTING	08/07/2023	5.00	.00	
Total 1764:					5.00	.00	
5539	Y2 CONSULTANTS, LLC	19960	21014 civil bid	03/27/2023	2,467.50	.00	
Total 5539:					2,467.50	.00	
2842	YELLOW IRON EXCAVATION, LL	84533	ANIMAL SHELTER TRASH	05/31/2023	160.00	.00	
2842	YELLOW IRON EXCAVATION, LL	85698	ANIMAL SHELTER TRASH	06/30/2023	200.00	.00	
2842	YELLOW IRON EXCAVATION, LL	86256	6905 w 22 TRASH REMOVAL	07/31/2023	50.00	.00	
2842	YELLOW IRON EXCAVATION, LL	86625	915 SIMON LANE	07/31/2023	40.00	.00	
Total 2842:					450.00	.00	
Grand Totals:					2,497,323.43	386,594.83	

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 JULY 2023**

During the month of July, the Court received \$33,811 in fines, costs, and fees.

36 cases were dismissed: 28 parking violations.

415 charges were filed: 329 parking violations, 86 summons.

The abbreviations used below are: BF= Bond Forfeiture (includes \$10.00 court cost and fees), GP=Guilty Plea and Fine, NC= No Contest Plea and Fine,
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 (Non-Parking only)

<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
98417N	Animals at Large	BF	100
01607M	Animals at Large	BF	100
99262N	Child restraint required - 1st offense	BF	80
98701N	Dog Bite: Resulting in Injury	BF	250
99902N	Driver & Passenger Req. to wear seat belt	BF	25
01608M	Expired temporary permit/improper registration	BF	70
186005681AC	Failure to Appear- BOOTED	BF	50
01606M	Failure to Appear- BOOTED	BF	50
186005248AC	Failure to display valid license plate, tabs, permits	BF	90
98682N	Failure to Maintain Lane	BF	90
00748M	Failure to Maintain Lane	BF	90
00748M	Failure to Maintain Lane	BF	90
01614M	Failure to Obey Traffic Control Device	BF	140
01631M	Failure to Obey Traffic Control Device	BF	140
01398M	Failure to stop at a red light	BF	140
98964N	Failure to yield ROW approaching intersections	BF	90
95358J	Fireworks: sale, use, discharge	BF	250
99330N	Following too Close	BF	100
98681N	Following too Close	BF	90
98679N	Following too Close	BF	100
95362J	Following too Close	BF	90
99831N	Following too Close	BF	90
99832N	Improper Display of Tabs-registration	BF	45
01613M	Limitations on Backing	BF	90
95361J	Limitations on Backing	BF	100
186004976AC	Limitations on Backing	BF	90
98970N	Limitations on Backing	BF	90
99753N	Limitations on Backing	BF	100
99834N	Limitations on Backing	BF	90
186005392AC	MPH over limit Bond 42/30	BF	174
95355J	MPH over limit Bond 49/25	BF	298
186000287AC	No display of current registration	BF	125
98706N	Obedience to traffic control devices	BF	140
98948N	Obey traffic control device designating lane	BF	90
98553N	Obey traffic control device designating lane	BF	90
01397M	Passing a school Bus	BF	450
99401N	Public intoxication	BF	135
99911N	Public intoxication	BF	135
99833N	Public intoxication	BF	135
99476N	Public intoxication	BF	135
03031L	Public intoxication	BF	135
99819N	Public intoxication	BF	135
99455N	Public intoxication	BF	135
99431N	Public intoxication	BF	135
98947N	Public intoxication	BF	135
186004697AC	Public intoxication	BF	135
99254N	Required position & method of turning at intersections	BF	90
98414N	Required to stop on flashing red signal	BF	90
99380N	Shoplifting	BF	50
186005312AC	Speed too fast for conditions	BF	90

99996N	Speeding urban - 40/30 mph zone	BF	140
99331N	Speeding urban - 48/30 mph zone	BF	226
99812N	Speeding urban - 49/30 mph zone	BF	223
99994N	Speeding urban - 50/30 mph zone	BF	230
99260N	state statute 31-7-106a	BF	140
186004177AC	Stop Sign Violation	BF	150
01392M	Stop Sign Violation	BF	140
98507N	Unsafe Turning movement	BF	90
186005715AA	Urinating in Public	BF	120
00857M	Use of cell phone while driving prohibited	BF	75
186005418AC	Use of cell phone while driving prohibited	BF	75
00855M	Use of cell phone while driving prohibited	BF	85
99261N	Valid license plate/temp permit required	BF	140
99259N	Valid license plate/temp permit required	BF	140
98711N	Yield to pedestrian within crosswalk	BF	90
99289N	Consume & possess open container alcohol by oper of vehicle	GP	150
186003218AC	Driving/Control of vehicle while intox	GP	810
99993N	Compulsory Auto Insurance	D- Per Town's Motion	0
98958N	Compulsory Auto Insurance	D- Per Town's Motion	0
01609M	Limitations on Backing	D- Per Town's Motion	0
98552N	state statute- 31-5-106a	D- Per Town's Motion	0
95363J	state statute- 31-7-117e	D- Per Town's Motion	0
99995N	Compulsory Auto Insurance	D- Provided Valid Information	0
01396M	Failure to yield ROW approaching intersections	D- TS	0

STAFF REPORT



Meeting Date:	August 21, 2023	Meeting Title:	Council Regular Meeting-Consent
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	TEMPORARY SIGN PERMIT Climb Wyoming (P23-138)	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to approve or deny a temporary sign not requiring a special event or exposition license under the Town's sign standards.

Requested Action.

Climb Wyoming has requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their job training event (8' x 16' vinyl).

- 105 Buffalo Way, Albertson's during:
 - August 22- September 2, 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 locations:
 - 105 Buffalo Way, Albertson's during:
 - August 22- September 2, 2023

Background.

NA

Analysis & Key Policy Questions.

NA

Possible Alternatives.

NA

Comprehensive Plan & Priority Alignment.

NA

Fiscal Impact.

NA

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 (P23-138) for Climb Wyoming including the three conditions of approval recommended by the Planning Director in this staff report dated August 21, 2023.



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: Climb Banner Physical Address of Event: Albertsons - 105 Buffalo Way
Description of Event: Hang banner in front of Albertsons to advertise
Grand Opening ☐ Yes ☒ No for our next free career training for
EVENT SPONSOR/APPLICANT: Name: single moms Climb Wyoming, Christy Thomas
Mailing Address: PO Box 9494, Jackson 83002 Phone: 307-733-4088
E-mail: christy@climbwyoming.org ZIP: 83002
Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertsons</u>	Business/Description: _____
Physical Address: <u>105 Buffalo Way</u>	Physical Address: _____
Dates of Display: <u>Aug. 22nd - Sept. 2nd</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.

Christy Thomas

Signature of Authorized Event Applicant

Christy Thomas

Applicant Name Printed

7/27/23

Date

Program Director

Title

this banner would be 16' x 8' when finished

material is vinyl

FREE JOB TRAINING FOR SINGLE MOMS

starts soon!

Climb
W Y O M I N G

climbready.org

STAFF REPORT



Meeting Date:	August 21, 2023	Meeting Title:	Regular – Consent
Submitting Department:	START	Presenter:	Bruce Abel
Agenda Item:	Disposal of START Bikes	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider accepting the bid received from Bicycle Transit Systems, RTC Bike Share, for the purchase of surplus START Bikes.

Requested Action.

Staff requests Council consider the bid received from Bicycle Transit Systems, RTC Bike Share, for the purchase of the START Bike inventory of 55 START bikes.

Recommendations.

Staff recommends acceptance of the bid received from Bicycle Transit Systems, RTC Bike Share, for the purchase of the START Bike inventory of 55 START bikes.

Background.

On April 17, 2023, Town Council authorized the discontinuation of the START Bike program and approved the sale of the START bikes and related equipment pursuant to state statute. START bikes and related equipment were advertised for sale pursuant to state statute. Bids were received until July 3, 2023. One bid was received. The one bid that was received came from Bicycle Transit Systems, RTC Bike Share. The bid was for the purchase of up to 55 START bikes, the complete inventory. The bid unit price was \$75.00 per bike for a total bid price of \$4125.00. No bids were received for the purchase of the bike docks utilized in the START Bike program.

Analysis & Key Policy Questions.

Council already addressed the key policy questions at the April 17, 2023 meeting.

Possible Alternatives.

Council could direct staff to reject the bid and dispose of the bikes in an environmentally friendly manner.

Comprehensive Plan & Priority Alignment.

This item touches on all three of the values in the Comprehensive Plan:

- Common Value One: Stewardship
- Common Value Two: Growth Management
- Common Value Three: Quality of Life

Fiscal Impact.

Selling the START bikes is a revenue positive step and will result in an unanticipated revenue of \$4125 less the cost of the legal advertising that was done in compliance with state statute guiding the disposal of Town-owned property.

Staff Impact.

The staff impact of disposing of the START Bikes is most keenly felt in Legal, START and Administration departments and is estimated at approximately 40 hours in total.

Attachments or Links.

None.

Suggested Motion.

I move to accept the bid received from Bicycle Transit Systems, for the purchase of START bikes at a price of \$75.00 per bike and further to direct staff to dispose of the bicycle docks from the START bike program in an environmentally friendly manner.

STAFF REPORT



Meeting Date:	21 August 2023	Meeting Title:	Town Council Regular – Consent
Submitting Department:	Public Works	Presenter:	Floren Poliseo / Brian Schilling
Agenda Item:	Development Agreement at 175 East Broadway Ave. – Bruun Protected Bike Lane (E23-0020)	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Town Council to consider approving the Development Agreement between Jackson Hole Historical Society and Museum and the Town of Jackson for the Jackson Hole Historical Society and Museum project located at 175 East Broadway Avenue.

Requested Action.

Staff requests Town Council consideration of the Agreement.

Recommendations.

Staff recommends approval of the Agreement.

Background.

The Jackson Hole Historical Society and Museum (JHHS) project is located at 175 East Broadway Avenue and is a multi-purpose building consisting of commercial space. The building is currently under construction (B22-0502).

This Development Agreement provides the terms for various improvements required within the public right-of-way (PROW) appurtenant to the Development. Improvements include replacing the existing 4-foot-wide boardwalk-style sidewalk with a 6-foot-wide sidewalk, installing a 6-foot-wide protected bike lane on Bruun Boulevard, and installing a vehicular turnout/parking area along Bruun.

Analysis & Key Policy Questions.

On March 6th, 2023, Council approved a Sidewalk Access Easement Agreement (E22-003) with the JH Land Trust, which included a recommendation to replace the undersized boardwalk with a 6-foot-wide concrete sidewalk on the north half of the Bruun Boulevard block along the Rendezvous Lands Conservancy (RLC) greenspace.

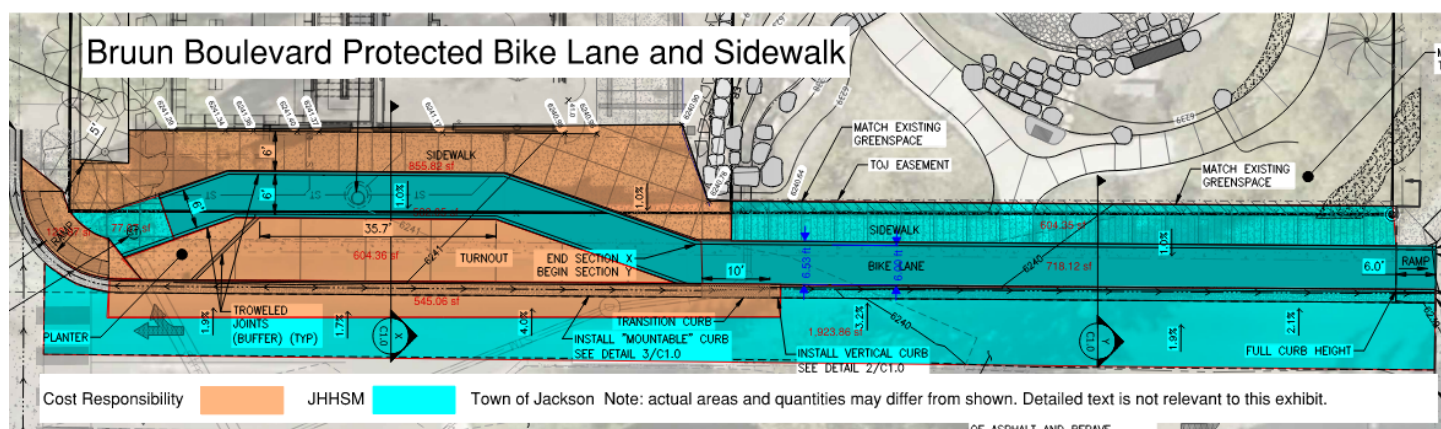
Also at the March 6th meeting, Council approved a Sidewalk Access Easement Agreement and Encroachment Agreement for 175 E Broadway (P22-124) with JHHS to provide a 6'-wide sidewalk and a vehicular turnout area along the Museum building frontage on Bruun Boulevard.

At the same March 6th, 2023 Council meeting, staff presented a concept for a protected bike lane along Bruun Boulevard that would go around the back of the vehicular turnout area and offer significantly improved safety for cyclists and pedestrians. The Museum construction project provides an ideal opportunity to upgrade pedestrian/bicycle access along the corridor while the area is impacted by the ongoing construction. Bruun is part of the Willow Street Safe Routes corridor and the larger North Jackson Bicycle Route providing access to destinations such as the Rec Center, Jackson Elementary School, Hidden Hollow housing, Snow King Resort, the downtown commercial areas, and other housing.

Council approved the protected bike lane concept and directed staff to proceed with final design of the bike lane, to coordinate with the Jackson Hole Historical Society and Museum on construction, and to bring final cost information and design back to Council for approval.

The construction management firm for the Museum project (ACM) has provided estimated construction costs based on design from Nelson Engineering. As of the staff report deadline, final details are still being worked out (specifically quantities and value engineering some components).

Refer to the figure below depicting construction costs to be borne by each JHHSM (shown in orange) and Town (shown in blue).



Based on the prior approval of the sidewalk easement, the JHHSM would be responsible for the costs of design and construction of the pull out, sidewalk, and landscaping associated with the pedestrian frontage along the JHHSM building to the east property line of 175 East Broadway.

The Town would be responsible for the costs associated with the full length of the protected bike lane and for the street and pedestrian frontage along the RLC greenspace property directly north of the JHHSM property.

If approved, construction will begin September 5th and close the south bound lane on Bruun until October 20th.

Possible Alternatives.

1. Approve the Development Agreement as presented.
2. Vote against the Agreement and direct the Town Attorney and Town Engineer to negotiate additional/different terms for the Agreement.
3. Continue the item to a future meeting for decision.
4. Other.

Comprehensive Plan & Priority Alignment.

This project supports the Town Comprehensive Plan as follows:

- **Principle 7.1**—Meet future transportation demand with walk, bike, carpool, transit, and micromobility infrastructure.

“Increasingly, the transportation network will be an interconnection of walking, biking, carpool, and transit infrastructure that makes the single-occupancy vehicle the least convenient mode of travel.”

- Policy 7.1.b: Create a transportation network based on “complete streets” and “context sensitive” solutions...prioritizing the movement of pedestrians, bicyclists, carpoolers, and transit riders.
- Policy 7.2.b: Discourage use of single-occupancy vehicles.
- Policy 7.3.e: Require development to provide for walking, biking, carpooling and transit.

“A critical component of informed transportation planning is the concurrent review of transportation impacts with land use applications. As land use decisions are made that will result in transportation impacts, the Town and County should require that impacts be identified and mitigated. Development decisions will be made with an equal and concurrent consideration of both land use and transportation impacts. The Town and County will require facilities and building orientations that promote transit, walking, and biking. Specific provisions for **walk, bike**, carpool, and transit infrastructure will be required in all developments, **including the provision of sidewalks, pathways, easements, transit infrastructure, and other complete street features.**”

Fiscal Impact.

The estimated project cost for design, construction, and administration is \$240,000. Originally, this project was to be funded by FY23 Pathways capital funds. Those unspent funds went back into Capital Project Fund reserves. Staff recommends a budget amendment to FY24, drawing from the Capital Project Fund to cover the project costs.

Staff Impact.

Approximately 40 hours of total staff time has been invested by Public Works, Pathways, Legal, and Planning staff to implement the plan as presented. Pathways has coordinated the design process with significant assistance from Public Works. Legal drafted the development agreement.

Future staff impacts will include approximately 30 hours from Public Works to handle the construction management review process (additive to ongoing work on the JHHSM). Planning and Public Works will review the project and any permit applications. Pathways and Legal will continue to be involved as needed.

Attachments or Links.

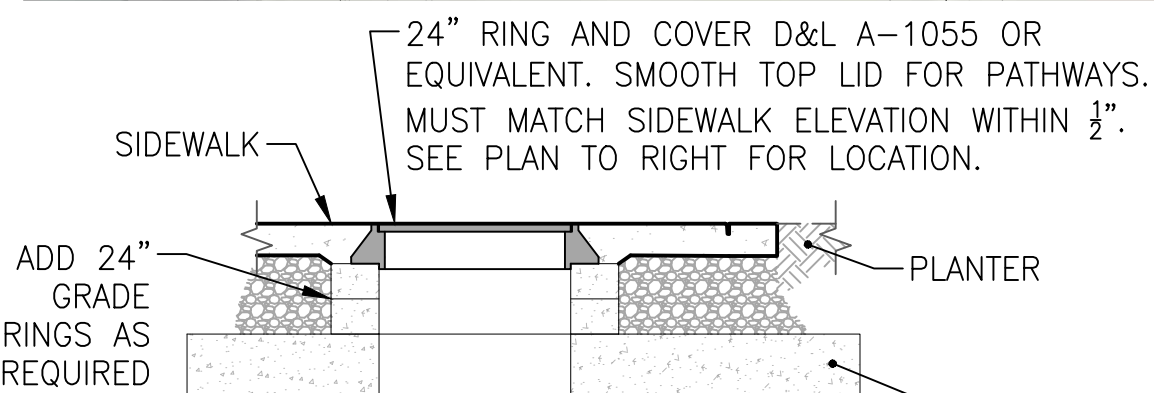
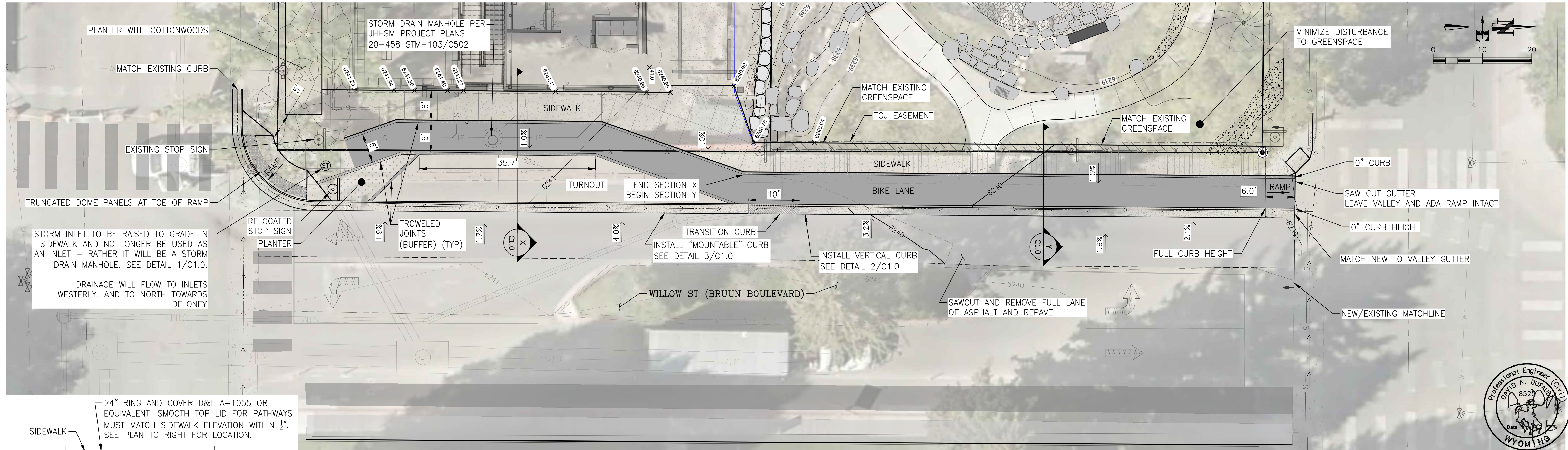
1. Bruun Blvd. Protected Bike Lane Final Design.
2. Development Agreement.

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

I move to:

1. approve the Development Agreement between the Jackson Hole Historical Society and Museum and the Town of Jackson for the Bruun Protected Bike Lane improvements subject to minor changes by staff and authorize the Mayor to execute the Agreement; and
2. direct staff to amend the FY24 budget to provide \$240,000 from the Capital Project Fund for the Bruun Protected Bike Lane Project with the next budget resolution.

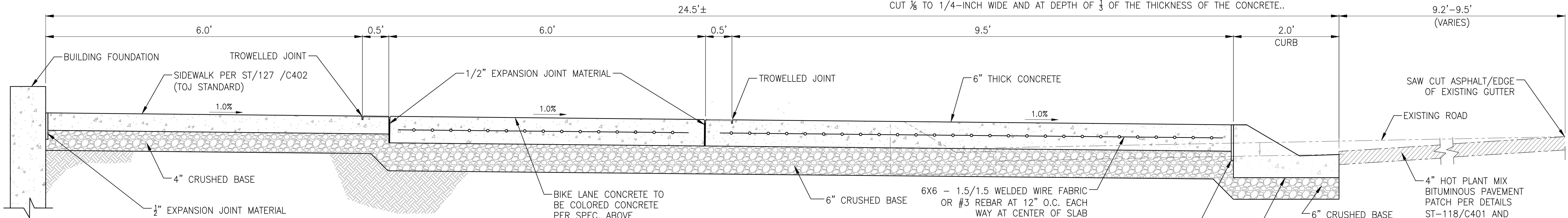
S:\proj\2023\066 - Green Blvd Protected Bike Lane\4 - Drainage\CD\2023-066-04.dwg (2/28/23) - Aug 11 2023 09:04:08 pm PLUTED BY: bolder AUG 15 2023 2:41



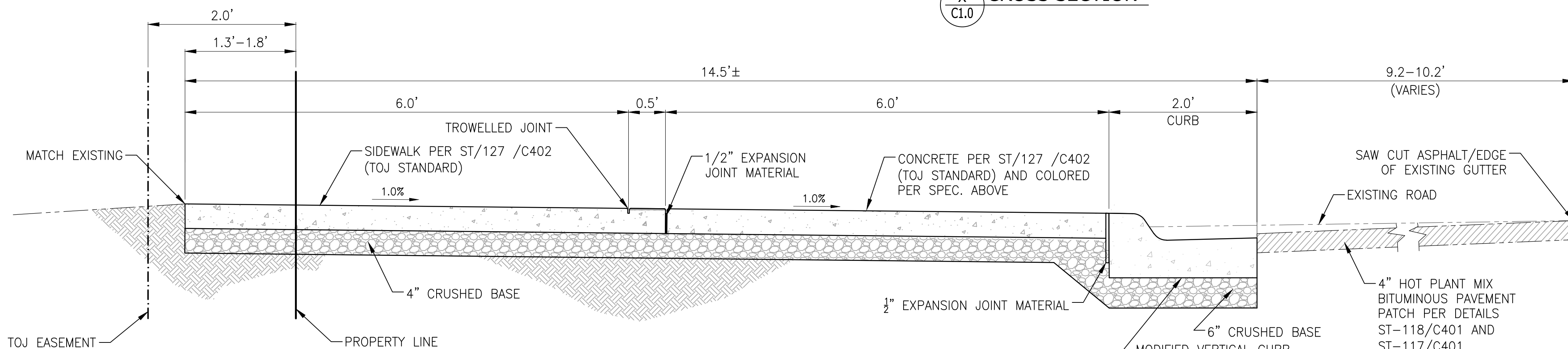
1/C1.0 STORM INLET MANHOLE

BIKE LANE PLAN

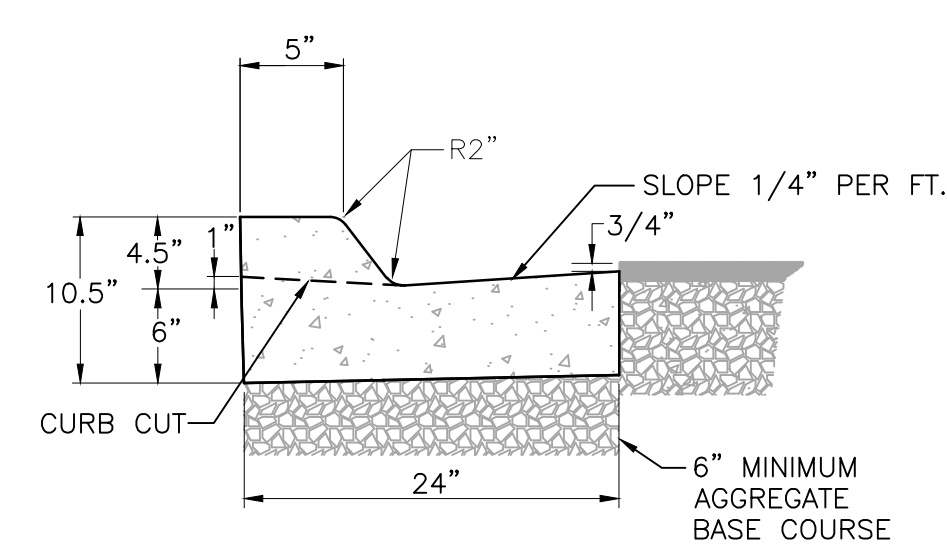
- SUPPLEMENTAL SPECIFICATIONS:
- 6-FOOT BIKE LANE CONCRETE BETWEEN THE 0.5'FOOT BRICK/PAVER STAMPED FINISH SHALL BE COLORED CONCRETE. THE COLOR SHALL BE COLOR PIGMENT SYSTEM PER ASTM C979, AND A SYNTHETIC MINERAL-OXIDE PIGMENTS OR COLORED WATER-REDUCING ADMIXTURES, COLOR STABLE, FREE OF CARBON BLACK, NON-FADING, AND RESISTANT TO LIME AND OTHER ALKALIS. MANUFACTURERS MAY BE ONE OF THE FOLLOWING:
 - Davis Colors
 - Scofield Company
 - Prism Pigments
 - CONCRETE BIKE LANE COLOR SHALL BE DARK GREY SUCH AS CHEMSTONE - BLACK ICE CPC123L. ALL BATCHING PLACING, FINISHING AND CURING WITH ADMIXTURE SHALL BE PER SPECIFICATIONS AND IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
 - OTHER THAN THE TOWELED JOINTS SHOWN IN THE SECTION DETAIL, THE JOINTS IN CONCRETE WALK, BIKE LANE AND VEHICULAR TURNOUT SHALL BE SAW CUT 1/8 TO 1/4-INCH WIDE AND AT DEPTH OF 1/3 OF THE THICKNESS OF THE CONCRETE..



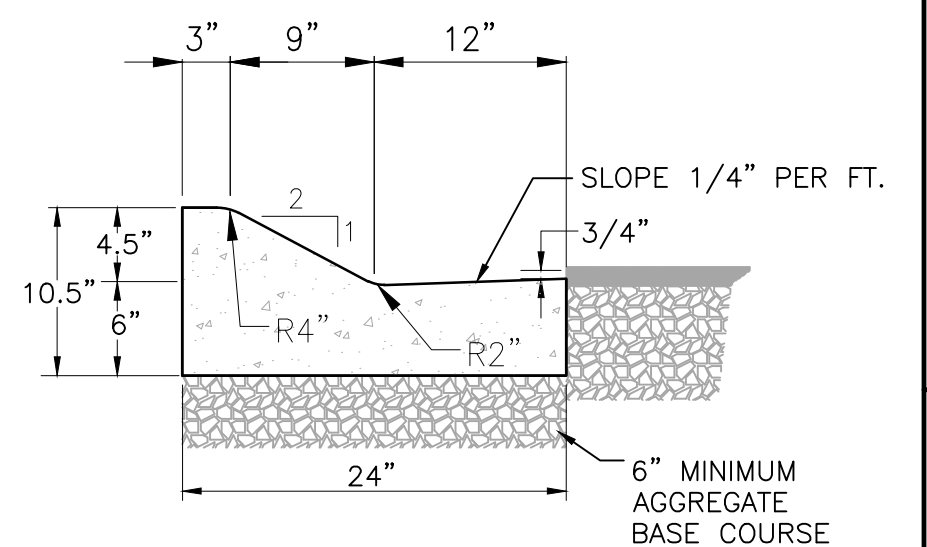
X/C1.0 CROSS SECTION



Y/C1.0 CROSS SECTION



2/C1.0 MODIFIED VERTICAL CURB



3/C1.0 MODIFIED MOUNTABLE CURB

DRAWING NO		JOB TITLE		DRAWING TITLE	
C1.0		BRUUN BOULEVARD PROTECTED BIKE LANE		PLAN AND SECTIONS	
JOB NO		TOWN OF JACKSON			
23-056					
DATE	REV	DATE	REV	DATE	REV
07/26/2023	1	07/26/2023	1	07/26/2023	1
SURVEYED	DD	ENGINEERED	DD	DESIGNED	DD
DRAWN	BIG/LB	CHECKED	DD	APPROVED	DD

**NELSON
ENGINEERING**
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), dated this _____ day of _____, 2023 ("Effective Date"), is entered into by and between Jackson Hole Historical Society and Museum, a Wyoming nonprofit corporation, whose address is PO Box 1005, Jackson, WY 83001 ("Developer"), and the Town of Jackson, a municipal corporation of the State of Wyoming whose address is PO Box 1687, Jackson, WY 83001 ("Town").

WHEREAS, Developer is the owner in fee simple of that certain real property in Teton County, Wyoming, described as follows, ("Subject Property") the development of which will be referred to in this Agreement from time to time as the "Development":

Street Address: 175 East Broadway Avenue

Location: Lot 6, Genevieve Block Addition, Plat No. 01412

PIDN: 22-41-16-27-3-35-006

WHEREAS, Developer has title to the Subject Property free of any mortgages or similar financial liens and encumbrances¹ and intends to develop such property as Jackson Hole Historical Society and Museum pursuant to Building Permit B22-0502, ("Building Permit") including construction of a new sidewalk and loading zone pull out along the adjacent Bruun Boulevard, all as more specifically set forth herein, including Exhibit A, attached hereto and made a part hereof by this reference ("JHHSM Improvements"); and

WHEREAS, the Town intends to construct a concrete sidewalk along the remaining portion of the Bruun block north of the Development and a protected bike lane the full length of the west side of Bruun Boulevard, all as more specifically set forth herein ("Town Improvements"); and

WHEREAS, the Town and Developer agree constructing the JHHSM Improvements and the Town Improvements (together the "Improvements") is beneficial to both parties and that the public shall derive a benefit and advantage by reason of having the Improvements constructed by the Developer as part of the Development; and

WHEREAS, both parties desire to facilitate the orderly development of the Subject Property and the Improvements in compliance with the laws and regulations of the Town and other governmental authorities; and

WHEREAS, the development permitted under this Development Agreement is consistent with the Town's Comprehensive Plan and all land development regulations, and this Agreement does not replace, supersede, or grant variances to those regulations. Developer is required to obtain all permits necessary for the work contemplated in the Agreement; and

WHEREAS, it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Developer on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

¹ Note – JHHSM is working on construction financing, so whether that financing is in place will depend on when this agreement is finalized and signed.

1. ACKNOWLEDGMENT OF TOWN'S RIGHTS

Developer acknowledges the Town's exclusive rights, title, and interest in the public right-of-way and that it cannot acquire any right, title, or interest in the public right-of-way now or hereafter.

2. DEVELOPER TO COMPLY

Developer shall comply with all local, state, and federal laws, ordinances, permits, approvals and regulations, specifically including all requirements contained in Town of Jackson Land Development Regulations Section 7.2.2.A.1 (pertaining to Improvements) and Section 8.2.11 (pertaining to Performance Bonds and Guarantees); the Town of Jackson Municipal Code; the Building Permit, and the requirements of the Jackson Town Council.

All Improvements shall be constructed in compliance with Town of Jackson Construction Standards, the Wyoming Department of Environmental Quality Rules and Regulations, Wyoming Public Works Standards and Specifications, and the approved plans and specifications (collectively, "Construction Standards"). It is hereby understood and agreed by the Parties that the applicable rules, regulations, and standards aforementioned shall be those in effect at the time the Building Permit is issued.

Except if otherwise provided in this Agreement, if any provision contained in this Agreement conflicts with any provision in the Land Development Regulations or the Jackson Municipal Code, the provision contained in this Agreement shall govern and control.

3. APPROVED PERMIT PLANS AND SPECIFICATIONS INCORPORATED

Building Permit plans and specifications, as approved by the Town and maintained on file in the office of the Town Planning and Building Departments, and any amendment of said Building Permit plans and specifications approved by the Town, are hereby incorporated herein by reference as though fully set forth. All public improvement work required by Developer under this Agreement shall be in accordance with said Building Permit plans and specifications. A copy of said plans and specifications including revisions shall be kept on-site by the Developer's contractor.

4. IMPROVEMENTS

Developer is required to construct Improvements as described below:

A. JHHSM Improvements.

- i. *Planning; Design.* The Developer will contract the engineering, designing, permitting, and bidding for the JHHSM Improvements. The Developer shall provide all instruments, legal descriptions and maps as may be required.
- ii. *Permitting/Construction Plans.* The Developer shall pay for, administer, and execute drafting and finalization of permitting/construction plans of the JHHSM Improvements, which shall include design, survey, geotechnical investigation and design, and incidentals necessary for completion of the work.
- iii. *Construction:* The Developer shall be responsible for executing the construction of the JHHSM Improvements, which shall include financing, bonding; engineering; surveying; inspection; and hiring, managing, contracting with, and paying the contractor(s).
- iv. *Maintenance.* Upon Acceptance and conveyance set forth in Section 10, the JHHSM Improvements shall be maintained in perpetuity by the Town.
- v. *Ownership:* Upon Acceptance and conveyance set forth in Section 10, the JHHSM Improvements shall be owned by the Town.

B. Town Improvements.

- i. *Planning; Design.* The Town will contract the engineering, designing, permitting, and bidding for the Town Improvements. The Town shall provide all instruments, legal descriptions and maps as may be required.
 - ii. *Permitting/Construction Plans.* The Town shall pay for, administer, and execute drafting and finalization of permitting/construction plans of the Town Improvements, which shall include design, survey, geotechnical investigation and design, and incidentals necessary for completion of the work. The Developer shall submit an Addendum to the Building Permit, at no fee, to incorporate the Town Improvements into the permitted work.
 - iii. *Construction:* The Developer shall be responsible for executing the construction of the Town Improvements, which shall include financing, bonding; engineering; surveying; inspection; and hiring, managing, contracting with, and paying the contractor(s).
 - iv. *Maintenance.* Upon Acceptance and conveyance set forth in Section 10, the Town Improvements shall be maintained in perpetuity by the Town.
 - v. *Ownership:* Upon Acceptance and conveyance set forth in Section 10, the Town Improvements shall be owned by the Town.
 - C. Cost of Construction: The cost of the Town Improvements required by this Agreement is an amount not to exceed \$ 231,831 ("Total Cost") and is the sum of all costs direct and incidental to complete the Town Improvements, pursuant to Schedule of Values on Exhibit B, attached hereto and by this reference made a part hereof. The Total Cost shall be paid as follows:
 - i. The Developer's cost shall be \$0.00 ("JHHSM's Cost").
 - ii. The Town's cost shall be \$231,831 ("Town's Cost").
 - iii. Any changes effectuated through a valid change order shall be allocated to the Town, unless the Town determines in its reasonable discretion that a change directly benefits the Developer, in which case the cost of the change shall be borne solely by the Developer.
 - D. Time for Completion. Developer agrees that all work for all Improvements shall be fully completed by June 30, 2024, subject to force majeure and Town's timely completion of its obligations hereunder.
 - E. Payment Procedures.
 - i. *Submittal and Processing of Payments.* Developer may invoice the Town for partial payment of the Town's Cost not more frequently than monthly as the work associated with the Town Improvement progresses. Following the issuance of the Certificate of Acceptance, included here as Attachment 1, the Developer may invoice the Town for full payment of the unpaid portion of the Town's Cost. Final payment will be made after advertisement in the manner, provided by Wyoming Statute § 16-6-116.
5. FINANCIAL ASSURANCE
- A. Developer must deposit with the Town, contemporaneously upon execution of this Agreement, an irrevocable letter of credit, a performance and payment bond, funds in escrow, or a combination of the foregoing if approved by the Town Attorney, an amount equal to 125% of the total cost of the Improvements ("Financial Assurance").
 - B. As portions of the Improvements are completed, the Developer may submit a written request to the Town Engineer for a release of part or all of the Financial Assurance. Upon inspection and approval, the Town Engineer shall release the requested amount or a percentage of the requested amount of the Financial Assurance upon the terms and conditions set forth in this Agreement and Town Land Development Regulation § 8.2.11.G. If the Town Engineer determines that any of the Improvements are not constructed in substantial compliance with the approved permit, or the Construction Standards, or that further construction may damage completed infrastructure, the Town Engineer shall furnish the Developer a list of specific deficiencies and be entitled to withhold

collateral reasonably sufficient to ensure acceptance at the completion of all construction related activities. Developer shall have thirty (30) days in which to correct such deficiencies or substantially complete such construction, as the case may be. If the Town Engineer reasonably determines that the Developer has not constructed any or all of the Improvements in accordance with the permit or the Construction Standards within the foregoing thirty (30) day period, the Town Engineer shall draw and expend from the Financial Assurance such funds as are reasonably necessary to construct the Improvements in accordance with the approved permit or the Construction Standards. Release of the Financial Assurance does not constitute certification of compliance with the Construction Standards or any applicable code or other requirement or a release of the responsibility of the Developer.

6. DEVELOPMENT COORDINATION:

The contact person representing the Town shall be the Town Engineer, or their designee, who shall have general responsibility for coordinating development of the Improvements required herein.

The contact person representing the Developer shall be Jason Berning of Berning Project Management and Morgan Jaouen of Jackson Hole Historical Society and Museum, together the Owner's Representative, who shall have general responsibility for coordinating development of the Improvements required herein. Developer, its contractor, or its subcontractors, shall notify the Town Engineer when Improvements shall be installed, when testing is to occur, for interpretation of the approved plans and specifications, when material discrepancies are observed, and at any other time deemed necessary in the reasonable judgment of the Developer.

7. PERMITTING, PERFORMANCE TESTING, AND INSPECTION:

- A. Developer is responsible for obtaining all required Town permits, paying all associated fees, and abiding by the conditions set forth within same, as well as the provisions of the Land Development Regulations, Jackson Municipal Code, and the Construction Standards.
- B. Developer shall be required to complete all construction work and necessary performance tests on installed Improvements prior to acceptance by the Town. Developer shall be required to retain a Town-approved State of Wyoming licensed engineer to perform and monitor all construction and testing required per the Construction Standards.
- C. The Developer's engineer shall be responsible for the preparation and submission of periodic inspection reports and test results when requested and as construction milestones are reached as and when deemed necessary by engineer.
- D. Developer shall notify the Town Engineer at least two business days prior to the commencement of any performance test, placement of pavement, or placement of concrete such that a representative of the Town can be present at the test or placement. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction.

8. ACCEPTANCE:

The Town agrees to accept the Improvements only if they are completed in conformance with the Construction Standards, Building Permit, and this Agreement.

Prior to acceptance, the Town shall not have any responsibility with respect to any Improvement constructed by Developer, nor shall the Town exercise any control over the Improvements until accepted, notwithstanding the use of the same by the public or in the case of an emergency.

Criteria for acceptance by the Town:

- A. *Request for acceptance.* Upon its completion of the Improvements, the Developer may request acceptance by the Town in the form of a final engineering inspection for the Building Permit prior to issuance of the certificate of occupancy. The request for acceptance shall include all outstanding submittals required by this Agreement and the Building Permit.
- B. *Submittals.* Prior to acceptance of any Improvements, all the following must be submitted to the Town Engineer for approval:
- i. Legally sufficient easements, which shall be recorded at time of acceptance.
 - ii. A certification that there are no outstanding judgements, liens, or monetary encumbrances against or on the Improvements, on any infrastructure including all appurtenances, or on land upon which the Improvements are located. Notwithstanding the foregoing, if there is an outstanding construction loan on the Improvements, Developer shall obtain the mortgagee's consent to such transfer of the Improvements to the Town and appropriate subordination agreements. In the event Developer is in good-faith disputing the scope or validity of any liens arising out the work associated with construction of the Improvements, Developer shall be permitted to transfer the Improvements only if it provides the Town with financial security against loss of such Improvements. Neither a lien for (a) accrued real property taxes not yet delinquent, nor (b) undisputed work-in-progress the payment for which is not yet delinquent, shall be deemed to violate this provision, and Developer hereby agrees any such payment(s) remain the Developer's obligation when due following acceptance.
 - iii. Record drawings of the Improvements transferred in accordance with the following:
 - a. Record drawings submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the Improvements and property boundaries, GIS Shape files, and other formats reasonably deemed suitable by the Town Engineer.
 - b. Record drawings showing all Improvements constructed (as applicable), including but not limited to, easements, water valves, fire hydrants, water service locations, storage tanks, pump stations, PRV vaults, sewer service locations, manholes, manhole rim and invert elevations, lift stations, streets, drainage, sidewalks, and all other facilities relevant to the Improvements.
 - c. When required by the Town Engineer the Improvements shall be surveyed. The following shall be included in the record drawings: (i) the surveyor, date of survey, coordinate system and datum used for the project noted on the plans; and (ii) two permanent benchmarks with coordinates, elevations, and ties to a nearby county control point.
 - d. Each sheet of the plans shall be noted as a RECORD DRAWING.
 - e. A certification by the project engineer in substantially the form below on the face of the record drawings.
RECORD PLANS CERTIFICATE:
These record plans were prepared under my direct supervision and control and are an accurate representation of the public improvements shown hereon as

they were constructed. The improvements as installed conform to the requirements of the Wyoming Department of Environmental Quality, the Town of Jackson, and other applicable agencies. Where the improvements were constructed in a different manner, form, type, alignment, location, or material than as originally approved, they have been so noted. (Engineer's Signature) (Engineer's Name, Printed) (Date) (Wyoming P.E. No) or signed and dated stamp.

- iv. All final inspection and testing reports as set forth in the Construction Standards and this Agreement.
 - v. Certified statement of the cost of the Improvements.
 - vi. A warranty bond as specified in this Agreement.
- C. *Final Inspection.* Within thirty days of receipt of a written request for acceptance from the Developer, the Town Engineer, and other appropriate government agencies, will conduct a final inspection of the Improvements. The Town Engineer will furnish a written list of any deficiencies noted, including a reasonably detailed description of such deficiencies to enable Developer to correct the same.
- D. *Acceptance and Conveyance.* Upon (1) satisfactory completion of all construction including correction of any deficiencies noted in the Final Inspection, (2) compliance with the Construction Standards, the Building Permit, and this Agreement, all as certified by a Town-approved engineer licensed in the State of Wyoming, and (3) approval by the Town Engineer, and other appropriate government agencies, the Developer shall thereafter:
- i. As necessary, grant easements to the Town and/or companies for the Improvements as located by a final survey thereof.
 - ii. The Town shall accept the Improvements by issuing the attached Certificate of Acceptance, Attachment 1.
- E. *Responsibility to Maintain.* Upon acceptance by the Town, responsibility for the Improvements shall be assumed by the appropriate party as set forth in this Agreement; provided however that the Developer or the contractor constructing the Improvements on behalf of the Developer, shall be subject to a warranty from the time of acceptance by the Town in accordance with this Agreement.

9. WARRANTY:

All Improvements required pursuant to this Agreement shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of two years from the effective date of the Certificate of Acceptance, which shall be for the benefit of the Town and this obligation shall survive any release of Financial Assurance by the Town (the "Warranty Bond"). The Developer shall post the Warranty Bond to secure the warranties equal to 125% of the total cost of the Improvements, with the cost thereof being paid by the Town.

10. INSURANCE AND INDEMNIFICATION:

- A. Developer agrees to carry a comprehensive general liability policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 annual aggregate for bodily injury, and \$1,000,000 for each occurrence and \$2,000,000 annual aggregate for property damage, or a combined single limit policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 annual aggregate which includes coverage for manufacturer and contractors, independent contractors,

products, completed operations, and personal injury. Developer also agrees to name the Town as an additional named insured and a certificate of insurance covering these items shall be filed with the Town Engineer within five (5) business days of the Effective Date of this Agreement.

- B. Developer, and its successors in interest and assigns, shall defend, hold harmless and indemnify the Town, and its respective elected officials, officers, agents, and employees (each an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against any and all claims, loss, damage, injury, actions, causes of action and liability of every kind and nature (including the fees and costs of counsel) incurred by or asserted against any Indemnified Party/ies in connection with, arising out of, in response to, whether directly or indirectly, the construction of the Improvements, and of or from any of Developer's operations and activities thereon or connected thereto. Notwithstanding the foregoing, this Section shall not provide indemnity for those claims or liabilities caused by or arising from the gross negligence or intentional acts of the Town, or its employees or agents. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Town in relation to such claims under the Wyoming law. This Section shall survive termination.

11. NOTICES

Any notice or communication required or permitted herein shall be given in writing and shall be personally delivered (at which time it will be deemed received) or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested (in which circumstance it shall be deemed received 3 days after being so placed in the mail), to the addresses above.

12. Miscellaneous Provisions.

- A. *Entire Agreement; Amendment.* The parties agree that this Agreement reflects the entire agreement between the parties as to the subject matter hereof, and no amendment of such Agreement shall be effective unless in writing and signed by both parties.
- B. *Title and Authority.* Developer warrants to the Town that it is the record owner of the Subject Property upon which the development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants having full power and authority to enter into this Agreement.
- C. *Waiver.* A waiver by the either party regarding the breach of any of the provisions of this Agreement shall not bar the right of the parties to enforce the terms of this Agreement.
- D. *Assignment.* This Agreement shall not be assigned or transferred except as provided for herein or with prior written approval by the Town of Jackson, which approval shall not be unreasonably withheld, conditioned or delayed.
- E. *No Third-Party Beneficiary.* This Agreement is made solely and specifically among and for the benefit of the Parties, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.
- F. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless terminated upon written agreement by the then-current parties.
- G. *Recitals Part of Agreement.* The representations, covenants and recitations set forth in the Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth herein.
- H. *Severability.* If a Court finds any provision of this Agreement to be invalid or unenforceable, such finding shall not render the entire agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- I. *Additional Documents and Acts.* Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be reasonably necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.
- J. *Counterpart Signatures.* This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either party, each party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

- K. *Governing Law, Jurisdiction, Construction.* This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States of America for the District of Wyoming. This Agreement was negotiated by both parties hereto. As such, it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
- L. *Immunity.* Town does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

**TOWN OF JACKSON, a
municipal corporation
of the State of Wyoming**

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

STATE OF WYOMING)

)ss.

COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, as the Mayor of the Town of Jackson, Wyoming, and by Riley Taylor, as the Town Clerk of the Town of Jackson, Wyoming, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this ____ day of _____, _____.

WITNESS my hand and official seal.

Notary Public

My commission expires:

Jackson Hole Historical Society and Museum,
a non-profit organization
of the State of Wyoming

By: _____
Its: _____

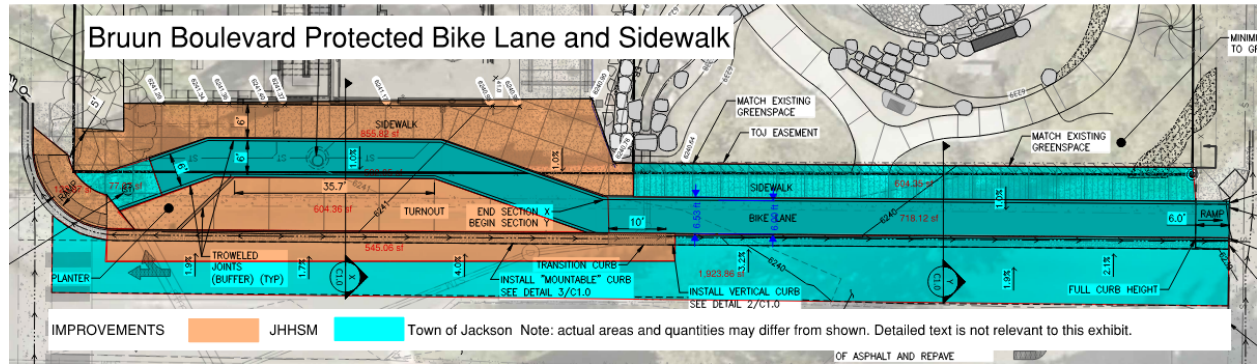
STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as
_____ of _____, Wyoming, who is personally known to me
or has established their identity and authority to me by reasonable proof, this ____ day of
_____, _____.

WITNESS my hand and official seal.

Notary Public
My commission expires:

Exhibit A



Add Protected Bike Lane, Curb and Paving at South Bound Lane Along Brunn Blvd.

Nelson Engineering Drawing C-1.

Construction Schedule: See attached schedule

Date: August 8, 2023



DESCRIPTION	QTY	U/M	UNIT	MAT.	UNIT	LABOR	UNIT	SUB	UNIT	EQUIP.	TOTAL
Division 1 -General Conditions											
Flagging Signage and Traffic Control - Idaho traffic safety	1.00	LS				\$9,500					\$9,500
Supervision and Site Coordination/Safety	80.00	HR			\$145.00	\$11,600					\$11,600
Protect Management and Engineering	40.00	HR			\$105.00	\$4,200					\$4,200
Layout and Staking	1.00	LS			\$0.00	\$0	1	\$4,500			\$4,500
Wash Pans and Dispose of Concrete for wash out	1.00	LS		\$850	\$0.00	\$750					\$1,600
Erosion Control BMP's - no permit at land trust	1.00	LS		\$1,250	\$60.00	\$2,000					\$3,250
Set up construction Limits at Park Location Fences and Protection of Landscaping of Land Trust Property	800	SF		\$2,000	\$4.00	\$3,200					\$5,200
Test and Inspection costs Neslison Engineering	1	ls				\$7,000					\$7,000
Division 3 - Concrete											
Provide Mountable Curb	143	LF		\$0		\$8,580					\$8,580
Provide Side walk along Land Trust Property	504	SF		\$6,750		\$5,544					\$12,294
Provide New - 6" thick concrete Bike Lane Colored - JHHS&M	610	SF		\$7,320		\$8,845					\$16,165
Provide New -4" thick Bike Lane Along Land-trust	850	SF		\$8,500		\$12,325					\$20,825
Provide Concrete 6" Turn out	550	SF		\$5,500		\$7,975					\$13,475
Provide Buffer Curb at Turn out	25	SF		\$975		\$900					\$1,875
ADA Ramp at Broadway Intersection	122	SF		\$1,025		\$1,150					\$2,175
Towled Joints Inc in placement	900	LF		\$0		\$0					\$0
Division 12 - Stripping and Signage											
Striping	1	LS					1	\$1,250			\$1,250
Signage -Allowance	1	LS					1	\$550			\$550
Patch and Repair Landscaping and irrigation at Park for Landtrust- Allowance	1	LS					1	\$3,500			\$3,500
Division 31 - Earthwork -											
Remove and Dispose Timber Side Walk	504	LF						\$4,340			\$4,340
Remove and Dispose Curb and Gutter	102	LF						\$3,060			\$3,060
Remove and Dispose of Existing Asphalt. Base to remain.	2042	SF						\$6,126			\$6,126
Concrete Sidewalk Prep for 4" thick side walk	1510	SF						\$6,040			\$6,040
Bike Path Prep 4" Base	1136	SF						\$2,272			\$2,272
Bike Path Prep 6" Base	1136	SF						\$3,180			\$3,180
Mountable Curb and Gutter Prep 6" Base	192	LF						\$2,784			\$2,784
Turn out Prep 6"	1136	SF						\$3,180			\$3,180

Asphalt Paving Prep and rework base	2042	SF						\$8,168		\$8,168
Division 32 - Exterior Improvements - Asphalt Paving										
New Asphalt in Brunn South Bound Lane 4" Evans Mix	75	ton						\$35,224		\$35,224
Subtotal								\$34,170	\$83,569	\$84,174
P&P and 2 year Warrantee Bond										\$201,913
GL Insurance										\$11,040
OH & P										\$2,524
TOTAL BUDGET ESTIMATE										\$16,355
										\$231,831

Exclusions/Qualifications:

Qualifications: Bruun Blvd Asphalt will be removed and replaced no new prep materials. All other areas will be prepped according to the details on Nelson Engineering Drawing C1.0.

Truncated Domes to be Provided by Town of Jackson

Assumes work can begin on September 5th and is anticipated being complete by October 20th. Brunn Blvd ave shutdown the entire time.

No stamped pattern on the buffer strip just trowel concrete joints.

Sidewalks to be broom finish with fiber mesh and 6' sawcut joints.

Colored concrete on to be selected from Evans Standard Color Options.

Includes - re-using the existing base below the asphalt in Brunn. Will re-work for grades per drawings. If new base is required this will be an additional cost CO.

To switch from Colored concrete bike lane infront of Land Trust Property to hand place asphalt paving - Deduct - \$9,200

ATTACHMENT 1
TOWN OF JACKSON - CERTIFICATE OF ACCEPTANCE

DEVELOPER: [Enter Developer's Name from Agreement]
PROJECT NAME: [Enter Name or Description of the Development]
AGREEMENT DATE: [Enter Effective Date of the Agreement]

This [Choose Preliminary of Final.] Certificate of Acceptance applies to:
[Choose an All or Part of the Improvements]
[Describe the portion of the work for which Certificate of Acceptance is issued]

Effective Date of Acceptance: [Enter date, as determined by Town]

The Improvements to which this Certificate applies have been inspected by authorized representatives of Town and Developer, and found to be acceptable. The Effective Date of Acceptance of the Improvements or portion thereof designated above is hereby established, subject to the provisions of the Agreement pertaining to Acceptance. The date of Acceptance in the final Certificate of Acceptance marks the commencement of the applicable warranties required by the Agreement.

This Certificate is not a guarantee or warranty of Developer's performance under the Agreement, an acceptance of Improvements that are not in accordance with the Agreement, including but not limited to defective Improvements discovered after final inspection, nor an assumption of responsibility for any failure of Developer to furnish and perform the Improvements thereunder in accordance with the Agreement, or to otherwise comply with the Agreement or the terms of any special guarantees specified therein.

The responsibilities between Town and Developer for security, operation, safety, maintenance, utilities, insurance, and warranties upon Town's use or occupancy of the Improvements must be as provided in the Agreement.

This Certificate does not relieve Developer of any surviving obligations under the Agreement and is subject to Town's reservations of rights with respect to completion and final payment.

This Certificate does not constitute an acceptance of Improvements not in accordance with the Agreement, nor is it a release of Developer's obligation to complete the Improvements in accordance with the Contract Documents.

TOWN

By *(signature)*:

Name *(printed)*:

Title:

Date:

Developer Name: [Full formal name of Developer] Address <i>(principal place of business)</i> : [Address of Developer's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Insert address of Surety's principal place of business]
Town Name: Town of Jackson Address <i>(principal place of business)</i> : 150 E Pearl Ave. PO Box 1687 Jackson, WY 83001 townengineering@jacksonwy.gov	Agreement Description <i>(name and location)</i> : [Town's project/Agreement name, and location of the project] Agreement [Amount from Agreement] Effective Date of [Date from Agreement] Agreement: Effective Date of Acceptance: [Date from Agreement]
Bond Bond Amount: [Amount] Date of Bond: [Date] Modifications to this Bond form: ☐ None ☐ See Paragraph 9 Surety and Developer, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Developer as Principal	Surety
<i>(Full formal name of Developer)</i> By: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____	<i>(Full formal name of Surety) (corporate seal)</i> By: _____ <i>(Signature) (Attach Power of Attorney)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Developer, Surety, Town, or other party is considered plural where applicable.

1. The Developer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Town for the performance of the Agreement's Correction Period Obligations. The Agreement is incorporated herein by reference.
2. If the Developer performs the Correction Period Obligations, the Surety and the Developer shall have no obligation under this Warranty Bond.
3. If Town gives written notice to Developer and Surety during the Bond Period of Developer's obligation under the Correction Period Obligations, and Developer does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or Developers, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Town for all resulting costs incurred by Town in performing Developer's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Developer that are unrelated to the Agreement. No right of action will accrue on this Warranty Bond to any person or entity other than the Town or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Town, or the Developer must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
 - 8.1. *Construction Contract*—The agreement between the Town and Developer identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Town and Developer.
 - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Developer with respect to correction or replacement of defective Improvements, as set forth in the Agreement, as duly modified.
 - 8.4. *Substantial Completion*—As defined in the Construction Contract.
 - 8.5. *Work*—Improvements as defined in the Construction Contract.
9. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

STAFF REPORT



Meeting Date:	August 21, 2023	Meeting Title:	Regular Council Meeting - Consent
Submitting Department:	Planning Department	Presenter:	Tyler Valentine
Agenda Item:	Partial Vacation without Replat at 235 & 255 Veronica Lane (P23-107)	Public Comment:	Yes

Purpose & Policy Considerations.

Partial Vacations without Replat, according to the Town of Jackson Land Development Regulations (LDR) Section 8.2.13.C.5, require acknowledgement by the Town Council.

Requested Action.

The applicant requests Town Council acknowledgement of a Partial Vacation without Replat at the properties addressed at 235 & 255 Veronica Lane legally known as Lots 3 & 6 of the Stockhouse Patterson Subdivision. Specifically, the applicant requests acknowledgement to vacate the lot line between Lot 3 and Lot 6.

Recommendation.

The Planning Director recommends that Town Council **acknowledge** the Partial Vacation without Replat at the properties addressed 235 & 255 Veronica Lane legally known as Lots 3 & 6 of the Stockhouse Patterson Subdivision.

Background.

The properties are part of the Stockhouse Patterson Subdivision (Plat 822), within the Commercial Residential – 3 (CR-3) zone, and owned by Veronica Lane Apartment Group, LLC. The applicant, Rob Pitts, requests acknowledgement for a Partial Vacation without Replat to vacate the shared lot line between Lot 3 and Lot 6. The lot line vacation is needed because the applicant is currently building an apartment building that crosses over the lot line, and the building code prohibits building over lot lines. An aerial image of the properties is shown below:



Analysis & Key Policy Questions.

The Stockhouse Patterson Subdivision is a recorded plat that may be amended through the vacation process as authorized by state statutes. The Partial Vacation without Replat process requires applications to meet the below standards of LDR Section 8.2.13.C.5 including a statement that the proposed partial vacation does not “abridge or destroy any rights and privileges of other proprietors in the plat.”

Staff confirms that the applicant’s request for a Partial Vacation without Replat meets the required standards as outlined below. The required instrument for the Partial Vacation without Replat is attached hereto.

Section 8.2.13.C.5. Partial Vacation without Replat. Vacation of one or more building envelopes, notes, a lot line for the purpose of combining one or more lots, or a private road or utility easement does not require a new plat provided the following standards are met:

- a) **Instrument Required** - An instrument shall be filed with the County Clerk stating that the proposed partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat, and it shall include an acknowledgement by all parties affected by the vacation and an acknowledgement by Town Council;*

Complies. The applicant has provided an appropriate instrument to be recorded with the County Clerk that the proposed vacation should not have any significant or adverse impact on the other lots in the subdivisions. Staff agrees that the submitted instrument meets the intent of Sec. 8.2.13.C.5.a.

- b) **Annotation** - If approved, the County Clerk shall make the appropriate annotation on the plat referencing the vacated notations and shall also include on said plat, the volume and page in which the instrument of partial vacation is recorded;*

Complies. The applicant’s instrument provides direction to the County Clerk to make the necessary changes to the plat to affect the described vacation.

- c) **Building Envelope Vacation** - a map may need to be provided for a building envelope vacation;*

Not Applicable. Staff finds that a map exhibit with building envelope is not needed to communicate the requested vacation and the provided instrument will sufficiently advise the County Clerk to make the necessary edits to the plat.

- d) **Lot Combination** - For a lot combination, language shall be included in the partial vacation instrument that states that the combined lots shall be treated as one lot for purposes of the LDRs and cannot be re-subdivided without further approval from the Town.*

Complies. Staff finds the applicant has provided an appropriate instrument to be recorded with the County Clerk that includes the language as outlined above. Minor updates, including correcting the name listed for the current Mayor, have been included in Department Reviews.

Alternatives (Optional).

N/A

Fiscal Impact.

None.

Staff Impact.

Staff impact for this project including review, drafting of staff report, and recording documents is estimated at 8 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

Acknowledgement Instrument

Suggested Motion.

I move to **acknowledge** a Partial Vacation without Replat for Lot 3 and Lot 6 of the Stockhouse Patterson Subdivision, subject to the Town LDRs, the departmental reviews, minor changes by staff, and this staff report dated August 21, 2023.



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
- ☐ Housing Department

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 June 15, 2023	REQUESTS: The applicant is submitting a request for a partial vacation without replat for the property located at 235 & 255 Veronica Lane, legally known Lot 3&6, Stockhouse Patterson AdditionPIDNs: 22-41-16-32-4-29-003; 22-41-16-32-4-29-006 For questions, please call Tyler Valentine at 733-0440, x1305 or email to the address shown below. Thank you.
Item #: P23-107	
Planner: Tyler Valentine Phone: 733-0440 ext. 1305 Email: tvalentine@jacksonwy.gov	
Owner: Veronica Lane Apartment Group LLC PO Box 4128 Jackson, WY 83001 Applicant: Rob Pitts, Jr. PO Box 4128 Jackson, WY 83001	
Please respond by: July 6, 2023 (with Comments)	

RESPONSE: For Departments not using SmartGov, please send responses via email to:
planning@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: Veronica Lane Apartments
Physical Address: 235 & 255 Veronica Lane
Lot, Subdivision: Lot 3&6, Stockhouse Patterson Addition PIDN: 22-41-16-32-4-29-003; 22-41-16-32-4-29-006

PROPERTY OWNER.

Name: Veronica Lane Apartment Group, LLC Phone: 9012838856
Mailing Address: PO Box 4128 Jackson, WY ZIP: 83001
E-mail: rob@pittswestinvestments.com

APPLICANT/AGENT.

Name: Rob Pitts Phone: 9012838856
Mailing Address: PO Box 4128 Jackson, WY ZIP: 83001
E-mail: rob@pittswestinvestments.com

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: Partial Vacation
☐ 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.

DocuSigned by:

John Robert Pitts, Jr.

Signature of Property Owner or Authorized Applicant/Agent

John Robert Pitts, Jr.

Name Printed

6/15/2023 | 8:42 AM PDT

Date

Managing Member

Title

RE: Request for Partial Vacation Without Replat for Lots 3 & 6 Stockhouse-Patterson Addition to the Town of Jackson

Dear Planning Staff,

Please accept this request for a partial vacation of Plat 822 Stockhouse-Patterson Addition to the Town of Jackson, to combine lots 3 and 6.

The Veronica Lane Apartment Group, LLC has obtained ownership of both lots and this application is made by the Veronica Lane Apartment Group, LLC as an authorized representative and landowner.

Vacation of the lot line between lots 3 and 6 is requested so that the lots can be redeveloped as a single site.

Veronica Lane Apartment Group, LLC acquired both lots to construct 36 apartments, 9 of which will be "workforce housing deed restricted". To conform with Town of Jackson LDRs, the lot line must be vacated for approval of applicable physical development permits within the context of a single site occupying a single lot. The Veronica Lane Apartment Group, LLC previously filed an affidavit stating that neither lot would be sold separately. At the request of the Town of Jackson, the attached application for partial vacation of a lot line without replat is being submitted to ensure continue conformance with the Town of Jackson LDR's.

5. Partial Vacation Without Replat. Vacation of one or more building envelopes, notes, a lot line for the purpose of combining one or more lots, or a private road or utility easement does not require a new plat provided the following additional standards are met.

a. Instrument Required. An instrument shall be filed with the County Clerk stating that the partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat. The instrument shall include: i. Acknowledgment by all parties affected by the vacation; and ii. Acknowledgment by the Town Council.

We believe that this partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat. The building is currently under construction and this vacation will have no effect on any proprietors.

b. Annotation. Pursuant to Wyoming Statutes Section 34-12-110, the County Clerk shall make appropriate annotation on the plat referencing the vacated envelopes, notes, easements or lot lines for the purpose of lot combinations. The County Clerk shall also make a reference on said plat to the volume and page in which the required instrument of partial vacation is recorded.

We are comfortable with this requirement.

c. Building Envelope Vacation. The Town Council may require that a map, prepared by a land surveyor registered in the State of Wyoming, of the vacated building envelopes be filed with the County Clerk concurrently with the required partial vacation instrument. In this event, the partial vacation instrument shall include a reference to said building envelope map. i. Future Revisions. Proposed changes to the building envelopes shown on any required building envelope map shall be approved by the Planning Director, provided that any such proposed change does not abridge or destroy any of the rights and privileges of other proprietors in the plat. The proposed change shall be reviewed pursuant to the standards of B.2.

If this is to be a requirement, we are comfortable with this.

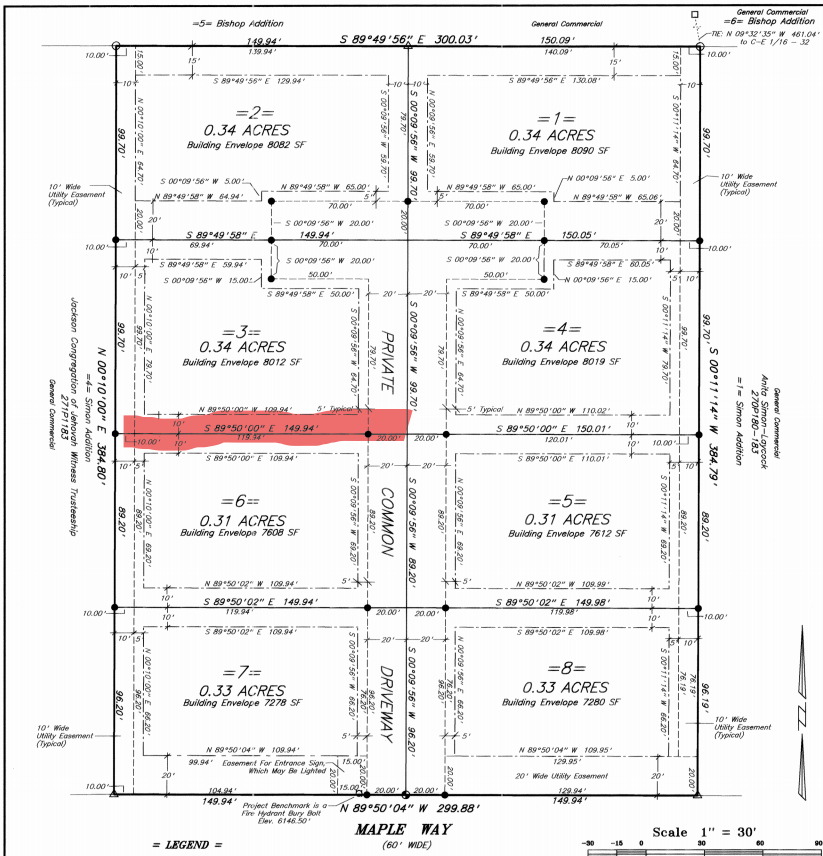
d. Lot Combination. If a lot line is to be vacated for the purpose of combining one or more lots, the required partial vacation instrument shall include language stating that the combined lots shall be treated as one for all purposes under these LDRs and cannot be resubdivided without receiving subdivision approval under the LDRs in effect at that time.

We are comfortable with this.

Sincerely,

Rob Pitts

Managing Member Veronica Lane Apartment Group, LLC



= CERTIFICATE OF OWNERS =

The undersigned, James B. Stockhouse and Ernest Hillard Patterson, owners of Lots 2 and 3 of the Simon Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat No. 721, do hereby declare said Lots in accordance with Chapter 17.20 of the Municipal Code of the Town of Jackson and Sections 34-12-108 through 34-12-110, Wyoming Statutes 1977, as amended, for the purpose of subdividing said Lots into eight differently configured lots; that in accordance with said Sections 34-12-110, said Clerk is respectfully requested to write across said Lots on said Plat the word "VACATED"; that said undersigned certify that the lands contained in said Lots have been resubdivided as shown on this plat and that the subdivision is with the free consent and in accordance with the desires of the undersigned owners and proprietors of said lands;

that the name of the foregoing subdivision shall be the STOCKHOUSE-PATTERSON ADDITION TO THE TOWN OF JACKSON;

that the Town of Jackson shall have access to the private on-site sanitary sewer and water systems, including manholes, sewer cleanouts, water valves and meters and shut-off boxes, and the undersigned reserve the right to create easements across the lots of the foregoing subdivision as necessary to provide said access;

that the Town of Jackson is hereby granted a non-exclusive easement in the private common driveway right-of-way shown hereon within said STOCKHOUSE-PATTERSON ADDITION, and in all other driveways and parking areas established within said subdivision for access by police, fire and other emergency vehicles;

that the Town of Jackson shall not be responsible for the extension of sewer and water services to individual lots within the foregoing subdivision;

that a non-exclusive easement in the right-of-way of said private common driveway is hereby granted to each owner of a lot of said STOCKHOUSE-PATTERSON ADDITION for access and underground utilities, but reserving unto the undersigned owners the right to grant unto third parties a non-exclusive right-of-way over, under, across and through said right-of-way;

that each owner of a lot of the foregoing subdivision is also hereby granted the use and benefit of any other driveway, parking and access easements shown on the Neighborhood Master Plan for the Property approved by the Town of Jackson, as amended from time to time in the future; all of the parking areas shown on said Plan may be utilized by said owners and their guests and business invitees;

that non-exclusive easements within the utility easements shown hereon are hereby granted to each owner of a lot of said STOCKHOUSE-PATTERSON ADDITION, and to Lower Valley Power and Light, Inc., Mountain States Telephone and Telegraph Company, and TCI Cable Vision of Wyoming, Inc. for the underground installation and maintenance of power, telephone, cable television, gas and sewer services appurtenant to the foregoing subdivision;

that the Stockhouse/Patterson Addition Owners Association is hereby granted an easement within Lot 7 of the foregoing subdivision, as shown hereon, to construct and maintain an entrance sign for said subdivision, which may be lighted;

that the foregoing subdivision is SUBJECT to any other easements, rights-of-way, covenants, conditions, restrictions, reservations, or encumbrances of right and/or record;

that the undersigned shall comply with Section 18-15-306 (a) (vi) Wyoming Statutes 1977, as amended, and abandon the surface water rights attached to this subdivision under Permit 1404, the Lafford ditch, eliminate any unadjudicated surface water rights under Permit 4800, Inc., that all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming are hereby waived and released;

Ernest Hillard Patterson
Ernest Hillard Patterson, a married man
Ruth E. Patterson
Ruth E. Patterson, wife of Ernest Hillard Patterson

James B. Stockhouse
James B. Stockhouse, a married man
Nancy K. Stockhouse
Nancy K. Stockhouse, wife of James B. Stockhouse

State of Wyoming)
County of Teton) SS

The foregoing instrument was acknowledged before me by Ernest Hillard Patterson and Ruth E. Patterson, husband and wife, and James B. Stockhouse and Nancy K. Stockhouse, husband and wife, this 12th day of September, 1994, Ernest Hillard Patterson and James B. Stockhouse being the owners of the foregoing subdivision, Ruth E. Patterson and Nancy K. Stockhouse joining in solely to relinquish any rights they might have under and by virtue of the Homestead Exemption Laws of the State of Wyoming.

Witness my hand and official seal.

Janicee Plummer Poe
Janicee Plummer Poe
Notary Public
My Commission expires November 30, 1996

= LEGEND =

□ Indicates a Corner Report filed; monument found this survey.

□ Indicates a steel T-shaped stake with chromed cap inscribed "SURVEY POINT DO NOT DISTURB RLS 164"; found this survey.

△ Indicates a steel T-shaped stake found this survey.

● Indicates a 5/8 inch diameter steel reinforcing bar with aluminum cap inscribed "P.M. JORGENSEN PERLS 2612" set this survey in 1990.

● Indicates a 5/8 inch diameter steel reinforcing bar with aluminum cap inscribed "P.M. JORGENSEN PERLS 2612" set this survey in 1994.

--- Indicates the boundary of this subdivision.

--- Indicates a subdivision lot line.

--- Indicates an easement line.

--- Indicates a building envelope line; coincident with the minimum building setback requirements established for this subdivision, refer to subdivision Declaration of Covenants, Conditions and Restrictions.

= NOTES =

= PARKING ALLOWED, IN ACCORDANCE WITH CONCEPT DEVELOPMENT PLAN, IN ALL AREAS OF LOTS EXCEPT:

1. PRIVATE COMMON DRIVEWAY RIGHTS-OF-WAY.
2. THE SOUTH TWENTY FEET OF LOTS 7 AND 8, BEING THE FRONT SETBACK FROM MAPLE WAY.

= BASE BEARING S 00° 09' 50" W ALONG THE EAST LINE OF LOT 1A OF THE MEADOWLARK ADDITION, IDENTICAL WITH A SEGMENT OF THE CENTER LINE OF POWERDORN LANE.

= PROJECT BENCHMARK IS ELEVATION OF 6146.50 FOR BURY BOLT ON FIRE HYDRANT AT SOUTHWEST CORNER OF PRIVATE COMMON DRIVEWAY.

= LAND USE ACRES ARE AS FOLLOWS:

USE:	ACRES	% TOTAL
EASEMENTS	0.61	23%
UNENCUMBERED LOTS	2.04	77%
TOTAL	2.65	100%

= CERTIFICATE OF ACCEPTANCE =

The foregoing subdivision, the STOCKHOUSE-PATTERSON ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Town Planning Commission on the 12th day of September, 1994 and at the regular meeting of the Town Council on the 12th day of September, 1994 in accordance with Section 34-12-103 Wyoming Statutes 1977, as amended.

ATTEST: TOWN OF JACKSON PLANNING COMMISSION

Robert Home, Jr.
Robert Home, Jr., Secretary

Mark Obinger
Mark Obinger, Chairman

ATTEST: TOWN OF JACKSON

Jeff Crabtree
Jeff Crabtree, Mayor

William Westbrook, Jr.
William Westbrook, Jr., Town Administrator

John J. Warren
John J. Warren, Wyoming Professional Land Surveyor No. 4530

ACKNOWLEDGEMENT AND ACCEPTANCE OF MORTGAGEE, TAMARACK ENTERPRISES, INC., PROFIT SHARING PLAN AND G. BLAND HOKE, JR. AND ELIZABETH S. HOKE BY SEPARATE AFFIDAVIT.

= CERTIFICATE OF SURVEYOR =

State of Wyoming)
County of Teton) SS

I, John J. Warren of Jackson, Wyoming hereby certify that this plat was made from notes taken during a survey performed by others under my supervision during December of 1989, January and June of 1990 and April through July of 1994.

that it correctly represents the STOCKHOUSE-PATTERSON ADDITION TO THE TOWN OF JACKSON which is identical with Lots 2 and 3 of the Simon Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat No. 721;

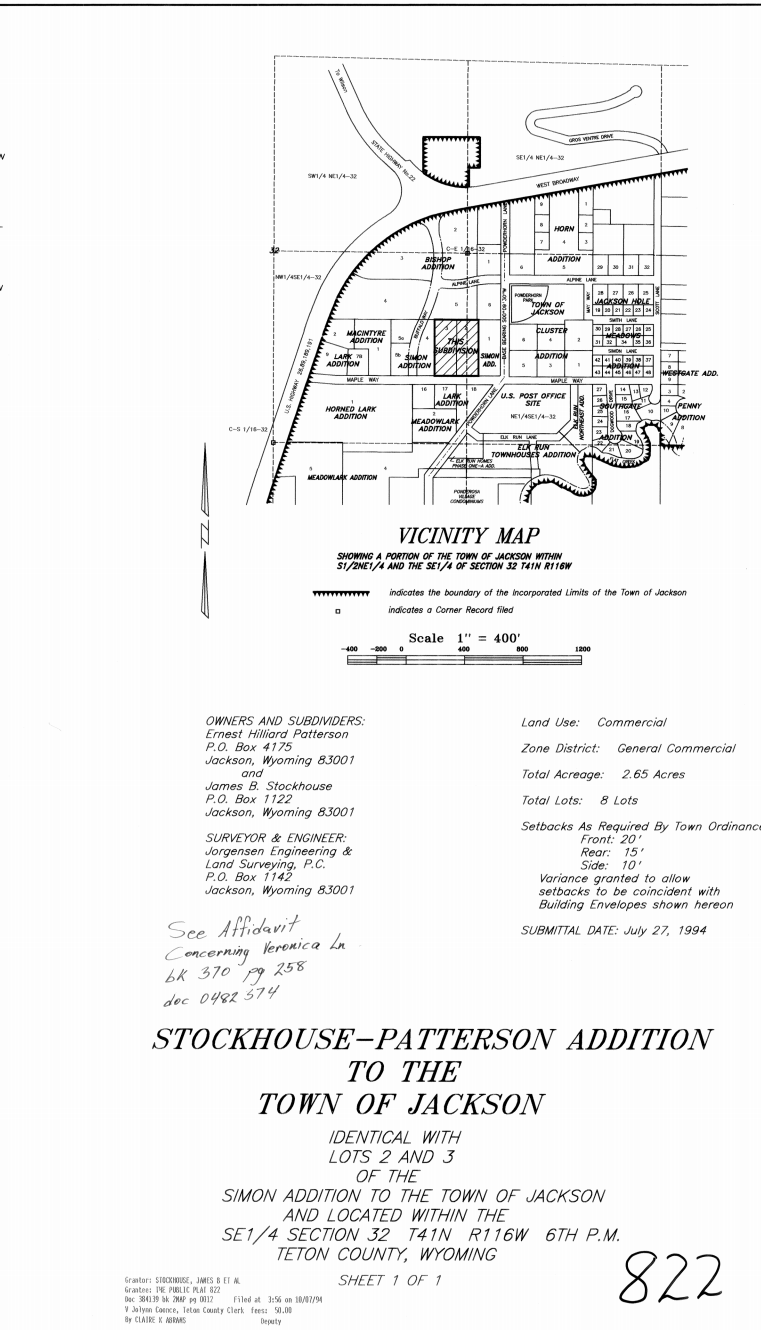
that the foregoing subdivision is located within the Incorporated Limits of the Town of Jackson in the SE 1/4 of Section 32, T41N, R116W, 6th P.M., Teton County, Wyoming, and CONTAINS an area of 2.65 acres, more or less;

SUBJECT to any other easements, rights-of-way, reservations, covenants, conditions, restrictions, encumbrances, or agreements of right and/or record that all monuments shown on this plat actually exist and their location is correctly shown;

that said STOCKHOUSE-PATTERSON ADDITION conforms to the Municipal Code of the Town of Jackson and all applicable State laws, and that the traverse of the outer boundary of said subdivision has an error of closure not greater than one in ten thousand;

Witness my hand and official seal.

Janicee Plummer Poe
Janicee Plummer Poe
Notary Public
My Commission expires November 30, 1996



PARTIAL VACATION WITHOUT REPLAT

WHEREAS, on _____, 2023 the Jackson Town Council considered a request to vacate the lot line between Lots 3 and 6, and a request to consolidate the building envelopes as depicted on Lots 3 and 6 of the Stockhouse-Patterson Addition to the Town Jackson Hole, Plat No. 822, as recorded in the Office of the Teton Clerk, Wyoming, on October 7, 1994 as Document 384139, book 2 of maps, at page 12. The subject lots, Lot 3 and Lot 6, have Parcel ID Numbers _____ and _____, respectively.

WHEREAS, Veronica Lane Apartment Group, LLC owns both Lot 3 and Lot 6 of the Stockhouse-Patterson Addition to the Town Jackson Hole.

WHEREAS, having determined that the proposed lot line vacation and building lot consolidation meets the standards of Town of Jackson Land Development Regulations Section 8.2.13.C.5 Partial Vacation Without Replat and does not abridge or destroy any of the rights and privileges of the other proprietors in said plat, the proposed vacation was approved by the Town Council.

NOW, THEREFORE, the Jackson Town Council hereby respectfully requests that the Teton County Clerk write, "vacated," across the lot line between Lots 3 and 6, and the south setback/building envelope line on Lot 3 and the north setback/building envelope line on Lot 6, of the above referenced plat, and requests that the County Clerk make a reference on said plat of the book and page in which this instrument of partial vacation has been recorded. The combined single lot should be referred to as:

"Lots 3 and 6 of Block 6 of the Stockhouse Patterson Addition to the Town of Jackson recorded in the Office of the Teton County Clerk on October 7, 1994, as Plat 822, subject to that Partial Vacation of Plat and Lot Combination recorded in the Office of the Teton County Clerk as Document Number _____"

FURTHER, the combined lots shall be treated as one for all purposes under the LDRs and cannot be re-subdivided without receiving subdivision approval under the LDRs in effect at that time.

TOWN OF JACKSON

Mayor, Town of Jackson

ATTEST:

Clerk, Town of Jackson

STAFF REPORT



Meeting Date:	August 21, 2023	Meeting Title:	Regular
Submitting Department:	Community Development	Presenter:	Susan Scarlata
Agenda Item:	State Legislative Advisor Contract	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Town Council to approve a contract with a Legislative Advisor to support the Town's work on State Legislative issues, being proactive, working on long-term strategies to benefit the Town, and being responsive if/when issues arise that involve or are directed at the Town.

Requested Action.

Staff requests that Town Council approve the attached contract with State Legislative Advisor Andy Schwartz.

Recommendations.

Staff recommends approval of the attached contract with State Legislative Advisor Andy Schwartz.

Background.

At its December 19 Regular Meeting Town Council approved a Legislative Policy Approach and Agenda to do the following.

- Hire a Legislative Advisor;
- Help other municipalities with policies and initiatives whenever possible;
- Work on developing and advancing bills with committee support;
- Direct staff to participate on statewide coalitions related to Town priorities, when applicable;
- Monitor and respond to bills and other initiatives related to or directed at the Town of Jackson; and
- Continue working with and submit Resolutions to WAM.

The Town of Jackson has been working on implementing a Legislative Policy Approach for two years. One recent success is work with Senator Mike Gierau to submit a request for an Interim Topic related to HOV lanes, which was eventually turned into a bill and passed into law during the 2023 Legislative Session. The Town has worked with a Legislative Advisor during the last three Legislative Sessions for short-term contracts. At its June 26 meeting, Council approved moving forward with a year-long contract with our current Legislative Advisor, Andy Schwartz. In addition to providing support during the session, Schwartz has been and continues to monitor and advise the Town about various items during the Interim Session. He will continue this work and help the Town to prepare for and work through Wyoming's 68th Legislative Session, which begins February 12 of 2024. This will be a Budget Session and will continue for approximately five weeks.

Analysis & Key Policy Questions.

The attached Agreement for Services with a Legislative Advisor highlights services the Advisor will provide including the following.

- A. Track and monitor legislative developments related to local control, HOV lanes, workforce housing, property tax, local revenue options, and other issues of concern to the Town of Jackson.
- B. Coach local electeds and staff about general presence during the session and testifying, if needed.
- C. Engage with state legislators, advocate on behalf of the Town during the Legislative Session.
- D. Provide weekly updates during the session and more frequent input, when necessary, promptly informing the Town about issues that could affect the Town's policies or interests.
- E. Work with the Town to identify any local plans or actions that might influence or affect policy or legislation

emanating from the state legislature or governor.

F. Develop and coordinate strategies, responses, and key messages based on Town policies and interests.

G. Implement outreach, education, opposition mitigation, and neutralization efforts related to the Town's policies and interests.

H. Assist the Town in submitting interim session topics.

I. Support the Town in drafting and adopting resolutions for consideration by the Wyoming Association of Municipalities.

Town Staff has found the current agreement with our Legislative Advisor to be productive. The Advisor regularly kept us up to date during the Legislative Session, we were able to rely on relationships with Legislators our Advisor has developed over decades, and the Advisor helps strategize, communicate, and implement set steps when items directed at the Town arise. Our current Legislative Advisor was a solid presence in Cheyenne during the Legislative Session and has helped staff monitor Interim Topics as well. This is a beneficial partnership, which staff hopes to grow and continue to be able to rely on as we coordinate strategies, education, and drafting and working of bills through the Legislative process.

Possible Alternatives.

Town Council could choose to forego working with a Legislative Advisor and not approve the attached contract.

Comprehensive Plan & Priority Alignment.

Engagement with the State Legislature can help our community achieve the Comprehensive Plan's aspirational goals. From Growth Management and Quality of Life to Achieving our Vision, there is regular overlap and interweaving of our community's goals with those of the state we reside in. From workforce housing to multimodal transportation and development of a diverse and balanced economy, the Town of Jackson recognizes the need for state-level connection and support to achieve its long-term vision.

Fiscal Impact.

The attached contract shows the fiscal impact of \$50,000 for 12 months of services from a Legislative Advisor. The line item for this service was budgeted at \$25,000 for six months. With approval of this service agreement an additional \$25,000 for a full year will appear in a future budget amendment.

Staff Impact.

The Community Engagement Specialist has approximately 100 hours of time allotted to focus on state work with a third of those hours falling during the Legislative Session. The Town Manager plans to allocate 40 hours to work on Legislative Policy. In addition, the Town Attorney supports on items, when needed, and other Directors weigh in on various items and connect about planning and strategy related to Legislative items, when needed.

Attachments or Links.

Agreement for Services with a Legislative Advisor.

Suggested Motion.

I move to approve the Agreement for Services of a Legislative Advisor attached to this staff report.

AGREEMENT FOR SERVICES OF A LEGISLATIVE ADVISOR AND CONSULTANT

This Agreement for Services ("**Agreement**") is effective the 17th day of July 2023, ("**Effective Date**") by and between the Town of Jackson, a Wyoming municipal corporation, P.O. Box 1687, Jackson, WY 83001 ("**Town**") and Andy Schwartz, a contractor in the State of Wyoming, P.O. Box 2654, Jackson, WY 83001 ("**Contractor**").

Article 1. Statement of Services

Contractor shall provide professional services as a Legislative Advisor and consultant to the Town as more fully described in **Exhibit A, Scope of Services**, which, by this reference, is hereby incorporated herein (together "**Services**").

Article 2. Term and Termination

The term of this Agreement shall be one year, commencing on the Effective Date and terminating on July 15, 2024 ("**Term**"). The parties may extend this Agreement for another year (each a "**Renewal Term**") by written agreement. Contractor or Town may terminate this Agreement at any time, with or without cause, by giving 15 days written notice to the other party of its intent to terminate this Agreement. All compensation earned and costs accrued prior to such termination shall be payable to Contractor.

Article 3. Compensation and Payment

Town agrees to pay Contractor, as full compensation for all Services provided hereunder, \$50,000 for the Term, paid in twelve equal installments of 4,167.00 per month. There shall be no travel expenses paid by the Town, and the total amount paid to Contractor for the Term and each Renewal Term, if any, shall not exceed \$50,000. Contractor shall present an appropriate invoice to the Town by the first (1st) day of every month. Contractor shall be paid within thirty (30) days of receipt of invoice. It is specifically understood and agreed to by Contractor that the amount listed for the Services is a "not to exceed" amount for completion of the overall Agreement. Contractor shall not receive compensation in excess of the total "not to exceed" amount as set forth in this Article without prior written approval of the Town. The amount of compensation shall not vary as a result of the time of day the Services are performed or the number of hours during which Services are performed in any given period of time. Town may examine all records of Contractor during reasonable hours for a period up to and including one (1) year after termination of this Agreement to audit and verify the aforesaid Services.

Article 4. Place of Performance

Contractor shall be responsible for maintaining its own office facilities; provided, however that Contractor may request use of the Town Hall (located at 150 East Pearl Avenue) for meetings relevant to the Services provided hereunder. Contractor shall supply at its own expense, all materials, supplies, equipment, and tools required to accomplish the Services that are agreed to be performed in accordance with this Agreement.

Article 5. Independent Contractor Status

It is understood and agreed that Contractor will provide the Services on a professional basis and as an independent contractor and that during the performance of the Services, Contractor's employees, if any, will not be considered employees of the Town within the meaning or the applications of any federal, state, or local laws or regulations, including but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Neither Contractor nor its employees, if any, shall be entitled to any benefits that may be afforded from time to time to Town employees, including without limitation, vacation, holidays, sick leave, worker's compensation, and unemployment insurance. Further, the Town shall not be responsible for any such withholding or paying of taxes or social security.

Article 6. General Provisions

- A. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties.
- B. Waiver. The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- C. Relationship. Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Contractor and the Town; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed in writing.
- D. Assignment and Delegation. Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.
- E. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.
- F. Governing Law; Jurisdiction; Construction. This Agreement shall be constructed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
- G. Section Headings. The section headings set forth in this Agreement are solely for convenience and reference of the parties, and in no way do the headings define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.
- H. Insurance. Contractor agrees to secure and maintain insurance to cover the Contractor's professional services.
- I. Declaration by Independent Contractor. The Contractor declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the Services to be performed under this Agreement.

- J. Governmental Immunity. The Town does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.
- K. Authority. The individuals executing this Agreement warrant and represent that they are duly authorized to execute and deliver this Agreement.

Article 7. Notice

For purposes of this Agreement, any notice shall be deemed properly sent and received when sent by certified mail with return receipt requested to the parties at the following addresses, until or unless one party provides written notice of change of address:

Town of Jackson
Attn: Town Manager
P.O. Box 1687
Jackson, WY 83001

Andy Schwartz
P.O. Box 2654
Jackson, WY 83001

IN WITNESS WHEREOF the parties have duly executed this Agreement.

TOWN OF JACKSON, WYOMING

Hailey Morton Levinson, Mayor

Attest:

Riley Taylor, Town Clerk

EXHIBIT A

SCOPE OF SERVICES

1. Overview of Services.

Contractor shall provide professional services as a legislative advisor and consultant to the Town. Contractor's Services shall encompass matters related to state legislation, rulemaking, and general policy matters that affect the Town's interests in Wyoming. All services performed by Contractor shall be completed in a professional manner.

2. Services to be Performed

Contractor will provide services as a legislative advisor and consultant to the Town as follows:

- A. Track and monitor legislative developments related to local control, HOV lanes, workforce housing, property tax, local revenue options, and other issues of concern to the Town of Jackson.
- B. Coach local electeds and staff about general presence during the session and testifying, if needed.
- C. Engage with state legislators, advocate on behalf of the Town during the Legislative Session.
- D. Provide weekly updates during the session and more frequent input, when necessary, promptly informing the Town about issues that could affect the Town's policies or interests.
- E. Work with the Town to identify any local plans or actions that might influence or affect policy or legislation emanating from the state legislature or governor.
- F. Develop and coordinate strategies, responses, and key messages based on Town policies and interests.
- G. Implement outreach, education, opposition mitigation, and neutralization efforts related to the Town's policies and interests.
- H. Assist the Town in submitting interim session topics.
- I. Support the Town in drafting and adopting resolutions for consideration by the Wyoming Association of Municipalities.
- J. Identify, track, and inform the Town about legislative issues during the Interim Legislative Session.

3. Timeliness of Services Performed

- A. Contractor shall perform the Services in a timely manner to effectively represent the Town's interests.
- B. Contractor shall keep the Town informed on a regular basis (no less than weekly during the Legislative Session and more frequently if warranted) and timely respond to Town inquiries.

4. Point of Contact for Consultation

The Town Manager, or their designated representative, is identified as the point of contact for consultation between the parties in the performance of the Services of this Agreement and will process requests for meetings with / access to Town staff as necessary to perform and accomplish the Services.

STAFF REPORT



Meeting Date:	August 21, 2023	Meeting Title:	Regular - Consent
Submitting Department:	Community Development	Presenter:	Tanya Anderson
Agenda Item:	Approval of Contract and Scope of Work for Energy Audit	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and approve the contract and scope of work for the selected firm, Alternative Energy Systems Consulting, Inc. (AESC), to conduct an energy audit on Town-owned buildings.

Requested Action.

Consider and approve the contract and scope of work for AESC to conduct an energy audit on Town-owned buildings.

Recommendations.

Staff recommends approving the contract and scope of work for AESC to conduct an energy audit on Town-owned buildings.

Background.

At the April 17, 2023, regular Town Council Meeting, Council approved staff's request to release a Request for Proposals (RFP) for an Energy Audit on Town-owned buildings in the consent agenda. The purpose of energy audit is to hire building energy professionals to evaluate eleven Town buildings for their energy consumption and propose cost-effective energy efficiency upgrades to reduce both energy bills and greenhouse gas emissions for Town-owned buildings. Staff released the RFP on April 18th and published a notice in the Jackson Hole News and Guide in the next available edition.

The review team determined AESC to be the most qualified among applicants who responded to the Request for Proposals (RFP). At the July 17th, 2023 regular Town Council Meeting, Council approved staff's recommendation to hire AESC and directed staff to negotiate a contract with AESC for review and consideration at a future meeting.

Analysis.

The Ecosystem Stewardship Administrator worked with the Town Legal Department to draft a contract and scope of work that aligns with the desired work and product outlined in the RFP. After agreeing to several small edits suggested by the selected firm, the Town and AESC have come to agreement on a contract.

Possible Alternatives.

Possible alternatives for this item include:

1. Not approving the contract and scope of work and directing staff to return with a different contract and scope of work.
2. Directing staff to abandon the energy audit.

Comprehensive Plan & Priority Alignment.

Principle 2.1 – Reduce energy consumption of non-renewable energy

To reduce the emission of greenhouse gases that contribute to climate change, the community should reduce its consumption of energy from non-renewable sources. The Town and County will lead by example and encourage reductions in energy demand and the use of renewable energy sources. However, it is the daily responsibility of the entire community to reduce greenhouse gas emissions whether for climate, financial or other reasons.

Principle 2.4 – Increase energy efficiency in buildings

It is the community's goal to achieve carbon neutral buildings by 2030. Increasing the energy efficiency of buildings and reducing the energy used for the construction of buildings will greatly increase the community's energy conservation efforts, as the construction and operation of buildings accounts for close to 15% of energy use in Jackson and Teton County. Publicly funded construction projects will lead by example in implementing this policy, and incentives will be provided to reduce the energy demand of new and existing private buildings.

Fiscal Impact.

The proposed budget for the energy audit is \$67,000. In the FY24 budget, \$140,500 was allocated for professional services for ecosystem stewardship for an energy audit, an updated greenhouse gas emissions inventory, and graphic design for the Town sustainability plan.

Staff Impact.

It took an estimated 10 hours of staff time from the Community Development, Administration, and Public Works departments to release the RFP, review proposals, select a consultant, and communicate with applicants. It took an estimated 4 hours of staff time from the Legal and Community Development departments to negotiate a contract with the selected firm. It took staff less than one hour to write this report.

Attachments or Links.

Contract and scope of work

Suggested Motion.

I move to approve the contract and scope of work for AESC to conduct an energy audit of Town buildings.

AGREEMENT FOR SERVICES OF AN ENERGY AUDIT

This Agreement for Services ("**Agreement**") is effective the ____ day of _____, 2023, ("**Effective Date**") by and between the Town of Jackson, a Wyoming municipal corporation, P.O. Box 1687, Jackson, WY 83001 ("**Town**"), and Alternative Energy Systems Consulting, a corporation, having a place of business at 2445 Impala Drive, Carlsbad, CA 92010 ("**Contractor**").

Article 1. Statement of Services

Contractor shall conduct an energy audit of Town facilities as more fully described in **Exhibit A, Scope of Services**, which, by this reference, is hereby incorporated herein (together "**Services**").

Article 2. Term and Termination

The term of this Agreement shall commence on the Effective Date and shall continue through the date of completion of the Services unless earlier terminated as provided herein. Contractor or Town may terminate this Agreement at any time, with or without cause, by giving 15 days written notice to the other party of its intent to terminate this Agreement. All compensation earned and costs accrued prior to such termination shall be payable to Contractor.

Article 3. Compensation and Payment

The Town agrees to pay Contractor, as full compensation for all Services, a total amount not to exceed Sixty-Seven Thousand Dollars (\$67,000) for the Term of the Agreement. It is specifically understood and agreed to by Contractor that the amount listed for the Services is a "not to exceed" amount for completion of the overall Agreement. Contractor shall not receive compensation in excess of the total "not to exceed" amount as set forth in this Section without the prior written approval of the Town. The amount of compensation shall not vary as a result of the time of day the Services are performed or the number of hours during which Services are performed in any given period of time. The fixed amount of compensation also includes any out-of-pocket expenses incurred by the Contractor for the Services, including travel and accommodation related expenses. Contractor shall present an appropriate invoice with supporting documentation to the Town by the first (1st) day of every month. Invoices shall be sent to either: (1) Town of Jackson, P.O. Box 1687, Attn: Finance, Jackson, WY 83001, or (2) pscholes@jacksonwy.gov. Contractor shall be paid within thirty (30) days of receipt of invoice. The Town may examine all records of Contractor during reasonable hours for a period up to and including one (1) year after termination of this Agreement to audit and verify the aforesaid Services.

Article 4. Place of Performance

Contractor shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or secretarial support by the Town; provided, however that Contractor may request use of the Town Hall (located at 150 East Pearl Avenue) for meetings relevant to the Services provided hereunder. Contractor shall supply at its own expense, all materials, supplies, equipment, and tools required to accomplish the Services that are agreed to be performed in accordance with this Agreement.

Article 5. Independent Contractor Status

It is understood and agreed that Contractor will provide the Services on a professional basis and as an independent contractor and that during the performance of the Services, Contractor's employees, if any, will not be considered employees of the Town within the meaning or the applications of any federal, state, or local laws or regulations, including but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Neither Contractor nor its employees, if any, shall be entitled to any benefits that may be afforded from time to time to Town employees, including without limitation, vacation, holidays, sick leave, worker's compensation, and unemployment insurance. Further, the Town shall not be responsible for any such withholding or paying of taxes or social security.

Article 6. Confidentiality

Contractor acknowledges and agrees that all information to include, but not limited to, tangible, intangible, technical, facility and building, including security and operational details, and any other information provided, disclosed, or otherwise learned in connection with this Agreement is the Town's sole and exclusive property and shall not be disclosed by Contractor. Contractor shall not use the Town's name and/or logo in any press release, advertisement material, promotional material, website, or for any other marketing purposes.

Article 7. Notice

Any notice required or authorized to be given hereunder shall be deemed properly sent and received when sent by certified mail with return receipt requested to the parties at the below addresses, until or unless one party provides written notice of change of address:

Town:

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

Contractor:

Alternative Energy Systems Consulting
Attn: Antonio Corradini
2445 Impala Drive
Carlsbad, CA 92010
email acorradini@aesc-inc.com

All notices hereunder shall include a courtesy copy sent via email to the email address provided above. Either party may, at any time by notice given in writing to the other party, change the address for service of notice.

Article 8. General Provisions

- A. **Entire Agreement; Modification.** This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties.
- B. **Waiver.** The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- C. **Relationship.** Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Contractor and the Town; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed in writing.
- D. **Assignment and Delegation.** Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.
- E. **Severability.** If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement,

and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.

- F. Governing Law; Jurisdiction; Construction. This Agreement shall be constructed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
- G. Section Headings. The section headings set forth in this Agreement are solely for convenience and reference of the parties, and in no way do the headings define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.
- H. Insurance. Contractor agrees to secure and maintain insurance to cover the Contractor's professional service.
- I. Declaration by Independent Contractor. The Contractor declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the Services to be performed under this Agreement.
- J. Governmental Immunity. The Town does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.
- K. Authority. The individuals executing this Agreement warrant and represent that they are duly authorized to execute and deliver this Agreement.
- L. Counterparts; Digital Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

ALTERNATIVE ENERGY SYSTEMS CONSULTING, INC.

Antonio Corradini, CEO

TOWN OF JACKSON, WYOMING

Hailey Morton Levinson, Mayor

Attest:

Riley Taylor, Town Clerk

EXHIBIT A

SCOPE OF SERVICES

1. Overview of Services.

Contractor shall conduct a comprehensive energy audit of Town facilities that develops an inventory of existing equipment, assesses the facility's operating practices and constraints, identifies opportunities within the known constraints, and produces a final report of recommendations for saving, economic, energy efficiency, and environmental measures for the facilities. The energy audit shall be of all Town facilities, including:

- A. Town Hall,
- B. Si Ferrin building,
- C. Building located at 155 Pearl Avenue,
- D. Ice Rink,
- E. Bunkhouse,
- F. Public Works building,
- G. START Bus building,
- H. Home Ranch building,
- I. Wastewater Treatment Plant buildings,
- J. Deloney Street public restrooms, and the
- K. Public parking garage at the intersection of Millward Street and Simpson Avenue.

The Town reserves the right to request Contractor audit other identified Town facilities. Contractor will work closely and consistently with Town staff while completing their energy audit.

2. Services to be Performed.

Contractor's will conduct an energy audit of Town facilities that includes, at minimum, the following:

A. Pre-Site Visit

- i. Collection and Analysis of Data: Contractor shall request data, including utility data, from the Town that is needed for the audit. Contractor will review and analyze the provided data, which shall include an analysis of any utility data provided to determine how and when the facilities use energy and to identify initial energy and cost saving opportunities.
- ii. Initial Meeting the Town: Contractor shall meet with the Town to discuss, at a minimum, the Town's objectives for the audit and review any of the provided data.
- iii. Timeline: Contractor will provide the Town with a timeline for the completion of their audit and final report. The timeline shall comprise of milestone dates to include, but not limited to, site visit, post-site visit milestones, key meetings, draft report, and final report.

B. Site Visit

- i. Contractor shall conduct a site visit of each Town facility. During the site visit, Contractor will identify and inventory all equipment pertinent to the scope of work, record operating conditions and critical end-uses, and collect on-site measurements to support detailed calculations.

C. Post-Site Visit

- i. Document Site Visit: Contractor shall timely document their site visit.
- ii. Initial Measures List: Contractor shall work with the Town to develop an initial list of prospective saving, economic, energy efficiency, and environmental measures for the facilities.
- iii. Information Analysis: Contractor shall conduct an engineering and economic analysis of each identified prospective measure to determine whether the measure will be a recommendation for the final report.
- iv. Financial and Cost Analysis: Contractor shall conduct an analysis on financial metrics including Simple Payback, Net Present Value (NPV), Internal Rate of Return (IRR), Return on Investment (ROI), and Lifecycle Cost as preferred by the Town.

- v. Facilities System Analysis: Contractor shall conduct an assessment on benchmarking, demand reduction, retrocommissioning (RCx), solar and other renewable strategies, energy storage, and water efficiency opportunities for the facilities. Assessed systems and technologies should include:
 - a. Lighting and controls.
 - b. HVAC systems and controls, including retrofits, repairs, and RCx.
 - c. Building Automation Systems (BAS).
 - d. Building Envelope, including fenestrations and building shading.
 - e. Electrification measures, including air to water heat pumps, heat pump domestic hot water heaters, geothermal heat pumps, air source heat pumps, induction cooking, and heat pump clothes dryers.
 - f. Roofs, considering the age and condition of the current roof, and the potential for cool roofs.
 - g. Solar potential, including building suitability and potential capacity.
 - h. Battery storage potential.
 - i. Plug loads.
 - j. Equipment repair and operational adjustments.
 - k. Water conservation equipment, including low flow plumbing fixtures, irrigation controls, water-efficiency appliances, and usage monitors.
 - l. Associated infrastructure and envelope improvement, including upgrades to accommodate electrification and health and safety measures.

D. Final Report and Project Implementation

- i. Contractor shall provide a final report that summarizes the audit of each facility, including an overview of the methods used for the audit, and provides recommendations for saving, economic, energy efficiency, and environmental measures for each facility. The report shall address the opportunities and barriers to implementing the recommended measures and, at minimum, the following information for the recommend measures:
 - a. Estimated cost
 - b. Estimated installation cost
 - c. Estimated maintenance costs
 - d. Estimated cost recovery time
 - e. Estimated staff time and capacity
 - f. Estimated energy demand savings
 - g. Estimated energy consumption savings
 - h. Estimated utility cost savings
 - i. Estimated greenhouse gas (GHG) emissions reduction
 - j. Effective useful life
 - k. Potential alternatives
 - l. Timeline for implementation that takes cost, staff capacity, and technical feasibility into account.

The report shall also include information on rebates, incentives, and financing programs, including utility, local, state, and federal funding, and financing resources.

- ii. Contractor shall provide project options to the Town and will work with the Town to determine which projects should be pursued and in what order. Contractor will lend support to the Town in their pursuit of any chosen project, including providing input on contractor selection, contractor oversight, and closeout documentation.
- iii. Contractor shall provide the Town a draft final report and the Town shall have 20 days from the date of receipt to provide review and comment. Contractor shall produce a final report, in consultation with Town and based on the review and comments, within 14 days of receipt of the Town's review and comments.

3. Timeliness of Services Performed

- A. Contractor shall perform the audit in a timely manner.
- B. Contractor shall keep the Town informed on a regular basis and timely respond to Town inquiries.

4. Point of Contact for Consultation

The Town Manager, or their designated representative, is identified as the point of contact for consultation between the parties in the performance of the audit and will process requests for meetings with and/or access to Town staff as necessary to perform and accomplish the audit.

STAFF REPORT



Meeting Date:	August 21, 2023	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Town Clerk	Presenter:	Riley Taylor
Agenda Item:	CWC Annexation Public Hearing	Public Comment:	Yes

Purpose & Policy Considerations.

Council must conduct a public hearing regarding the Central Wyoming College – Jackson Campus petition for annexation. It is appropriate for the Mayor to open a public hearing on this item, accept public comment, close the public hearing, and then provide for discussion. The Council may also open the public hearing, take comment, and continue the hearing to a date certain, without closing the public hearing if they have not concluded their discussion or deliberation.

Requested Action.

Staff recommends that Council determine if the required conditions for annexation exist, and if so, direct staff to proceed with the requested annexation.

Recommendations.

Staff recommends Council determine whether the conditions required by Wyo. Stat. §15-1-402 exist and required procedures have been met.

Background.

A petition for annexation was submitted by Fremont County Community College District dba Central Wyoming College to the Town Clerk on May 1, 2023 (Attachment 1). The petition substantially complied with Article 4 of Title 15 of the Wyoming Statutes. Said compliance was certified by the Town Clerk on May 5, 2023 (Attachment 2). A public hearing date of August 21, 2023 was set by Council during the May 15, 2023 Town Council meeting. The public hearing notice (Attachment 3) and full annexation report (Attachment 4) were sent to all landowners within 300 feet of the territory via certified mail on July 21, 2023. An oath was submitted by the surveyor who prepared the maps for submittal to the County Clerk and Department of Revenue (Attachment 5). The public hearing notice was published as a display advertisement in Jackson Hole News and Guide on July 26 and August 2, 2023 (Attachment 6). The annexation report contained all information and a map as required by Wyo. Stat. §14-4-402(c). An annexation ordinance was prepared for first reading, should Council be able to make the required findings (Attachment 7).

Analysis & Key Policy Questions.

Wyo. Stat. §15-1-406(a) states, "If after the hearing the governing body finds that conditions required by W.S. 15-1-402 exist and that the required procedures have been met, it shall by ordinance annex the territory." As such, Council must much answer the following key policy questions: 1) Do the conditions required by Wyo. Stat. §15-1-402 exist? and 2) Have required procedures been met? If both questions can be answered in the affirmative, Council shall annex the territory by ordinance.

Key Policy Question #1: Do the conditions required by Wyo. Stat. §15-1-402 exist?

Pursuant to Wyo. Stat. §15-1-402, the required findings are as follows:

- An annexation of the area is for the protection of the health, safety and welfare of the persons residing in the area and in the city or town;
 - Yes. Future development of the property benefits the community by providing access to higher education in fields that are relevant to Jackson's workforce needs.

- The urban development of the area sought to be annexed would constitute a natural, geographical, economical and social part of the annexing city or town;
 - Yes. The property is adjacent to Jackson Hole High School, across High School Road from Cottonwood residential area. The property is accessible via public transportation and existing roadways.
- The area sought to be annexed is a logical and feasible addition to the annexing city or town and the extension of basic and other services customarily available to residents of the city or town shall, within reason, be available to the area proposed to be annexed;
 - Yes. Services customarily available to residents of the town, including water and sewer, are available in reasonable proximity.
- The area sought to be annexed is contiguous with or adjacent to the annexing city or town, or the area meets the requirements of W.S. 15-1-407;
 - Yes. The property abuts the southern boundary of the Town of Jackson.
- If the city or town does not own or operate its own electric utility, its governing body is prepared to issue one (1) or more franchises as necessary to serve the annexed area pursuant to W.S. 15-1-410; and
 - Yes. The property does not currently have power or gas connections, but franchises are in place for the provision of these services within the corporate limits of Town.
- The annexing city or town, not less than twenty (20) business days prior to the public hearing required by W.S. 15-1-405(a), has sent by certified mail to all landowners and affected public utilities within the territory and by first class mail to any persons owning property that is adjacent to or within three hundred (300) feet of the territory proposed to be annexed, regardless of whether the property is inside or outside the corporate limits of the annexing city or town and regardless of whether the city or town is exercising authority under W.S. 15-3-202(b)(ii), a summary of the proposed annexation report as required under subsection (c) of this section and notice of the time, date and location of the public hearing required by W.S. 15-1-405(a).
 - Yes. The full annexation report and notice of the time, date, and location of the public hearing were sent to landowners via certified mail on July 21, 2023.

Key Policy Question #2: Have required procedures been met?

- Proceedings were initiated by landowners' petition – *W.S. 15-1-403(a)*
- Clerk certified that petition was complete – *W.S. 15-1-403(d)*
- Governing body set a public hearing that is 30-180 days after petition was certified complete – *W.S. 15-1-405(a)*
- Public hearing was noticed twice, the first at least 15 business days prior to the hearing – *W.S. 15-1-405(b)*
- Public hearing notice included a summary of the annexation report and map – *W.S. 15-1-405(b)*
- Landowners, affected public utilities, and persons owning property within 300 feet of the territory were provided with a summary of the annexation report and notice of the date, time, and location of the public hearing – *W.S. 15-1-405(a)*
- The surveyor submitted an oath to the Clerk – *W.S. 15-1-414*

Should Council find that the required conditions exist and that required procedures have been met to date, the Clerk will:

- Present an ordinance to Council for three readings – *W.S. 15-1-406(a)*
- File a map of the area proposed to be annexed and a copy of the approved ordinance with the County Clerk - *W.S. 15-1-406(a)*
- Give written notice of the annexation to all public utilities servicing the area – *W.S. 15-1-410(b)*
- File a copy of an official map or legal description with the Department of Revenue – *W.S. 15-1-413(c)*
- Update other online maps of the Town, where appropriate

Possible Alternatives.

If Council finds that the conditions required for annexation do not exist, Council can direct staff to inform the petitioners of this fact and inform them that the annexation will not proceed. If Council would like additional time to consider the annexation, they can continue the public hearing to a date certain without closing the public hearing.

Comprehensive Plan & Priority Alignment.

Approval of the proposed annexation is consistent with the goals of the Comprehensive Plan to concentrate development and activity in Town, and Policy 4.2.b to create a balanced mix of non-residential uses in Town, including educational facilities.

Fiscal Impact.

The cost of preparing the annexation report will be recovered from the petitioner, pursuant to W.S. 15-1-402(d). The cost of sending annexation reports to landowners via certified mail was \$111.52. The cost to advertise for this public hearing was \$972.80 and the annexation ordinance will be approximately \$200. The annexation will generate no revenue for the Town because the property is tax exempt for educational purposes. Because there are no residential units on the site, annexation of this property is not expected to increase the Town's population and thus will not affect the population-based sales tax split.

Staff Impact.

Legal, Public Works, Engineering, Planning, Clerk and Administration Department staff spent approximately 40 hours preparing annexation proceedings.

Legal	8 hours
Public Works	5 hours
Engineering	5 hours
Planning	1 hour
Clerk & Personnel	20 hours
Administration	2 hours

Attachments or Links.

1. Annexation Petition
2. Compliance Certification for Annexation Petition
3. Notice of Public Hearing
4. Annexation Report
5. Surveyor Oath
6. Jackson Hole News and Guide Advertisement
7. Ordinance V: An Ordinance Annexing 2.0 acres located at 123 High School Road, commonly referred to as the Central Wyoming College site, into the Town of Jackson.

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

I find that the requested annexation complies with W.S. 15-1-402 and move to direct staff to proceed with the requested annexation.

or

I find that the requested annexation does not comply with W.S. 15-1-402 and move to direct staff to so inform the petitioners of this fact and inform them that the annexation will not proceed.



May 1, 2023

Via Hand Delivery

Riley Taylor, Town Clerk
Town of Jackson (the "Town")
150 E. Pearl Ave.
Jackson, WY 83001

RE: Annexation Petition for CWC Campus into the Town of Jackson

Dear Ms. Taylor

Holland & Hart LLP represents Fremont County Community College District DBA Central Wyoming College, ("CWC"), who is the owner of the real property adjacent to the Jackson Hole High School (the "High School"), directly across High School Road from the Cottonwood neighborhood within the Town of Jackson, and more particularly described and shown on Exhibits A and B of the enclosed petition (the "Property"). The Property sits immediately to the south of the Town of Jackson boundary on the south side of High School Road. CWC respectfully requests that the Town of Jackson annex the Property into the Town of Jackson pursuant to Wyoming Statutes §§ 15-1-401 et al.

As further evidence of the suitability of the Property to be annexed into the Town of Jackson, we submit to you the following for the Town's consideration:

W.S. § 15-1-405(i): An annexation of the area is for the protection of the health, safety and welfare of the persons residing in the area and in the city or town.

Annexing the CWC Property into the Town of Jackson will provide the Town with a community asset, serving the higher educational needs of its citizens and providing an array of cultural opportunities for the valley to experience through the new campus.

With the Town of Jackson's focus on outdoor education and conservation, CWC will provide unique opportunities for students seeking hands-on learning experiences in a variety of environmental fields and certifications.

The Town of Jackson has a rich legacy of supporting education and providing opportunities for locals to enrich their lives. CWC sees this annexation as continuing that history and building a strong future for higher education in Jackson.

Location	Mailing Address	Contact
645 South Cache Street, Suite 100 Jackson, WY 83001	P.O. Box 68 Jackson, WY 83001	t: 307.739.9741 f: 307.739.9744 www.hollandhart.com

Additionally, the location of the CWC Property on High School Road allows for inclusion in the Town of Jackson alternative transportation network and will provide a welcome addition to the pathways and bus routes.

W.S. § 15-1-405(ii): The urban development of the area sought to be annexed would constitute a natural, geographical, economical and social part of the annexing city or town.

The Property sits just to the south of the Town of Jackson boundary across the street from the Town of Jackson boundary where the Cottonwood neighborhood is located. Annexing the Property into the Town of Jackson would provide a natural addition of the Town of Jackson boundary on the south side of High School Road.

Annexation of the CWC Property allows for inclusion of the CWC campus into Town of Jackson alternative transportation plans, and will provide opportunities for comprehensive planning with other areas within Town of Jackson boundaries.

Additionally, the location of the CWC campus would be a natural and social part of the educational focus of the surrounding area, due to the High School, Colter Elementary School, and Jackson Hole Middle School all being adjacent or very near to the CWC Property.

W.S. § 15-1-405(iii): The area sought to be annexed is a logical and feasible addition to the annexing city or town and the extension of basic and other services customarily available to residents of the city or town shall, within reason, be available to the area proposed to be annexed.

The Property will be required to connect to Town of Jackson water and sewer via proximity, and as such, simplifies services provided via annexation rather than a water and sewer agreement.

W.S. § 15-1-405(iv): The area sought to be annexed is contiguous with or adjacent to the annexing city or town, or the area meets the requirements of W.S. § 15-1-407.

The Property is both contiguous and adjacent to the Town of Jackson to the north. High School Road is the only area between Town of Jackson property and the CWC Property. W.S. § 15-1-405(b) provides that contiguity shall not be adversely affected by the existence of a public right of way (i.e. High School Road), and therefore the Property is contiguous and adjacent to the Town of Jackson.

W.S. § 15-1-405(vi): The annexing city or town, not less than twenty (20) business days prior to the public hearing required by W.S. 15-1-405(a), has sent by certified mail to all landowners and affected public utilities within the territory a summary of the proposed annexation report as required under subsection (c) of this section and notice of the time, date and location of the public hearing required by W.S. § 15-1-405(a).

Location	Mailing Address	Contact
645 South Cache Street, Suite 100 Jackson, WY 83001	P.O. Box 68 Jackson, WY 83001	t: 307.739.9741 f: 307.739.9744 www.hollandhart.com



We are happy to offer any assistance the Town of Jackson may need to comply with this requirement.

We believe that the Town of Jackson will find that the annexation of the Property into the Town of Jackson will fulfill each of the requirements of W.S. § 15-1-401, *et. seq.* Should you need any additional information to make these findings, please do not hesitate to reach out.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brad Flynt', with a long horizontal stroke extending to the right.

Brad Flynt, Holland & Hart LLP

21298497_v1

Location

645 South Cache Street, Suite 100
Jackson, WY 83001

Mailing Address

P.O. Box 68
Jackson, WY 83001

Contact

t: 307.739.9741 | f: 307.739.9744
www.hollandhart.com

Exhibit A

Legal Description

A parcel of land lying within the NE1/4SW1/4 and SE1/4NW1/4 of Section 6, T.40N., R.116W., 6th P.M., Teton County, Wyoming, being more particularly described as follows:

BEGINNING at the Guy Bush position for the center one-quarter corner of said Section 6 as shown on map T-313A on file in the Office of the Clerk of Teton County, Wyoming;

THENCE S65°36'03"W, 190.75 feet, along the westerly line of Jackson Hole Hereford Ranch Tract 3 as described in that Quitclaim Deed recorded as doc. no.1018284 in said Office to a point marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE S00°57'16"E, 136.17 feet, continuing along said westerly line to a point marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE S89°37'02"W, 375.87 feet, parallel with that boundary agreement line set forth in doc. no. 0248124 in said Office to a point marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE N00°57'16"W, 213.81 feet, parallel with said westerly line of Jackson Hole Hereford Ranch Tract 3 to a point of intersection with said boundary agreement line, marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE N89°37'02"E, 550.88 feet, along said boundary agreement line to the Point of Beginning.

Said parcel encompasses 2.00 acres, more or less.

The basis of bearings for this description is N00°04'18"W along the west line of said Section 6.

Location

645 South Cache Street, Suite 100
Jackson, WY 83001

Mailing Address

P.O. Box 68
Jackson, WY 83001

Contact

t: 307.739.9741 | f: 307.739.9744
www.hollandhart.com



Exhibit B

Property Depiction

[to be inserted]

21298497_v2

Location

645 South Cache Street, Suite 100
Jackson, WY 83001

Mailing Address

P.O. Box 68
Jackson, WY 83001

Contact

t: 307.739.9741 | f: 307.739.9744
www.hollandhart.com



The basis of bearings for this survey is A00004287W along the west line of Section 6 between the SW and NW section corners.

[illegible]

CERTIFICATE OF SURVEYOR

Matthew P. Githen, Wyoming Professional Land Surveyor No. 13007, do hereby certify that this map was prepared from data collected during field surveys performed under my direction in accordance with the provisions of the Surveyors' Act of 1907, and from information received by Josephson Associates, P.C. and Josephson Associates, Inc., and from information in the Office of the Clerk of Teton County, Wyoming.

CERTIFICATE OF ACKNOWLEDGMENT

317 506
Krone

[09-5-B]
Halter #18

Not the undersigned do acknowledge (H) (N) (A) their last decision is exempt from review as a subdivision under Wyoming

State of Wyoming }
 } SS
County of Teton }

By Kelly D. Lockhart, Manager
The foregoing statement was acknowledged before me by Kelly D. Lockhart as Manager of Brewer SMA, LLC, this ____ day
of _____, 2021.

Voluntary Advice
My Commission Expires

211 KENNEDY BLVD
13741 KATY, TEXAS 77450



JORGENSEN
CHRYSLER FINANCIAL
SERVICES

MAP OF SURVEY
Central Wyoming College
Exempt Land Division

LOCATED WITHIN
E1/4SW1/4, PT. GLO Lot 5, Section 6
T.40N. R.115W. 6th P.M.

leton County, Wyoming

MEMORANDUM

TO: Mayor and Town Council
FR: Riley Taylor, Town Clerk
DT: May 5, 2023
RE: Compliance Certification for Annexation Petition

On May 1, 2023, I received a petition for annexation from Fremont Community College District dba Central Wyoming College, dated the same, May 1st. The land in question can generally be described as the property west of Jackson Hole High School, directly across High School Road from the Cottonwood neighborhood, immediately to the south of the Town of Jackson boundary.

After reviewing the petition according to Wyoming Statute 15-1-403, I hereby certify that the petition itself substantially complies with Article 4 of Title 15 of the Wyoming Statutes.

Following the timeline set forth by Wyoming Statutes and upon this certification to the Town Council, the Council must then set a date for a public hearing to determine if the proposed annexation complies with Wyoming Statute 15-1-402. The hearing must be held between 30 and 180 days of the certification, or between June 4 and November 1, 2023. Once Council sets the public hearing date, staff will begin making the findings, preparing the necessary documents, and issuing public notices as required.

An agenda item will be added to the Matters from Mayor and Council section of the regularly scheduled May 15, 2023 meeting, as a reminder to discuss and set the date for the public hearing.

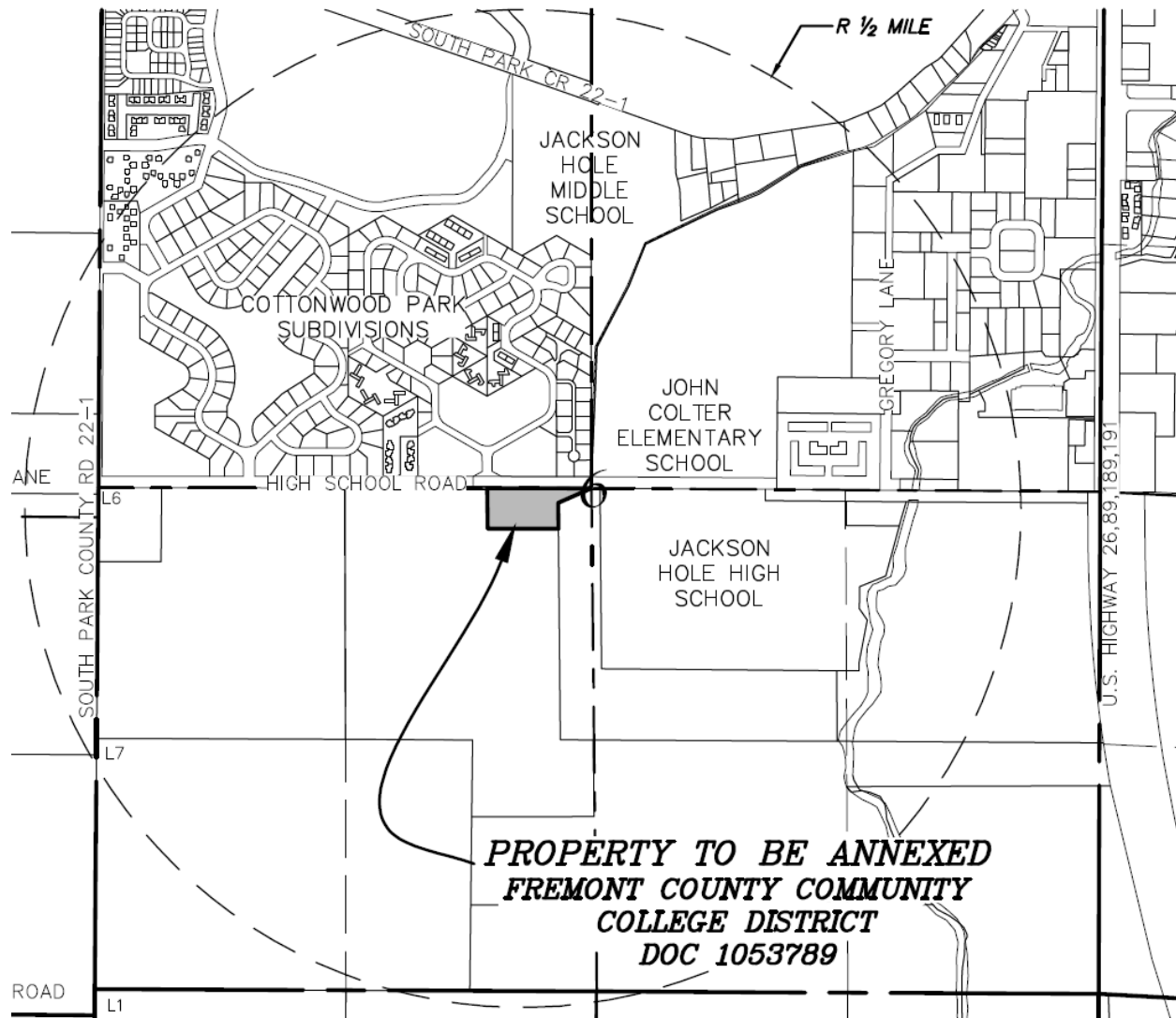
Public Hearing Notice

The Jackson Town Council will hold a public hearing on an annexation initiated by Fremont Community College District dba Central Wyoming College to incorporate a 2-acre parcel adjacent to Jackson Hole High School, directly across High School Road from the Cottonwood neighborhood, into corporate limits of town.

The public hearing will be held on **Monday, August 21, 2023 at 6:00PM** or soon thereafter. The meeting will be held in the Council Chambers of Town Hall located at 150 East Pearl Avenue. The purpose of the hearing is for Council to determine that the requested annexation complies with the requirements of Wyoming Statute 15-1-402 regarding purpose for annexation (annexation of the area is for the protection of the health, safety, and welfare of the persons residing in the area and in the city or town, the annexation constitutes a natural, geographical, economic and social part of the Town of Jackson, the annexation is a logical and feasible addition, and the area is contiguous to the Town of Jackson).

A location map below indicates the parcel with an approximate ½ mile radius boundary of the area which will, as a result of the annexation be brought within ½ mile of the corporate limits of the Town, if not located within Town limits already. The proposed annexation report can be summarized as follows:

- There are no anticipated public infrastructure costs associated with annexation. All infrastructure improvements required by the Town shall be completed at the applicant's expense. The area proposed to be annexed is located adjacent to existing Town, County, and utility company infrastructure. The campus will connect to Town of Jackson sanitary sewer and water systems, Teton County road infrastructure, and existing utilities.
- Basic services customarily available to residents and which will be available to the area proposed to be annexed include water, sanitary sewer, law enforcement, emergency services, streets and snow removal, START Bus, power, solid waste and recycling, internet, cable, natural gas, social services, library, and public schools.
- No specific cost is estimated for law enforcement or emergency services as these are not provided on a fee-for-service basis. START bus already serves this property, and there is potential for additional ridership via this annexation using existing nearby bus stops. Power, solid waste, recycling, internet, and cable will be assessed via the Town of Jackson franchisees responsible for those services.
 - Estimated annual fees/service costs for the Town of Jackson provided water and sewer are as follows:
 - Estimated Water Capacity Fee \$16,271+/- (based on 2-inch meter size)
 - Estimated Sewer Capacity Fee \$20,025+/-
 - Estimated Annual Water Fees \$1200+/-
 - Estimated Annual Sewer Fees \$420+/-
- As a state educational institution, Central Wyoming College is tax exempt.
- There are no infrastructure improvements required by the Town of Jackson to accommodate this annexation.



Publish: JHNAG 7/26 and 8/2

**ANNEXATION REPORT
CENTRAL WYOMING COLLEGE
HIGH SCHOOL ROAD PARCEL 22-40-16-06-3-00-019**

This report has been prepared according to Wyoming Statute 15-1-402 (WY Stat § 15-1-402 (2022)).

15-1-402(c)

(i) A map of the area proposed to be annexed showing identifiable landmarks and boundaries and the area which will, as a result of the annexation then be brought within one-half (1/2) mile of the new corporate limits of the city, if it has exercised the authority granted under W.S. 15-3-202(b)(ii);

See Exhibit A.

(ii) The total estimated cost of infrastructure improvements required of all landowners by the annexing municipality related to the annexation;

There are currently no anticipated public infrastructure costs associated with this project. All infrastructure improvements required by the Town shall be completed at the applicant's expense. The Central Wyoming College (CWC) Campus is located adjacent to existing Town, County, and utility company infrastructure. The campus will connect to Town of Jackson sanitary sewer and water systems, Teton County road infrastructure, and existing utilities. See Exhibit B.

(iii) A list of basic and other services customarily available to residents of the city or town and a timetable when those services will reasonably be available to the area proposed to be annexed;

Service	Timetable	Provider
Water	Immediately upon connection	Town of Jackson
Sanitary Sewer	Immediately upon connection	Town of Jackson
Law Enforcement	Immediately / Already Served	Town of Jackson / Teton County
Emergency Services	Immediately / Already Served	Jackson Hole Fire / EMS (shared between Town of Jackson and Teton County)
Streets and Snow Removal	N/A (County Road)	Teton County
START Bus	Immediately / Already Served	Town of Jackson
Power	Immediately upon connection	Rocky Mountain Power
Solid Waste and Recycling	Immediately	Various
Internet	After Installation	Various Private Provider
Cable	After Installation	Private Provider
Natural Gas	Immediately upon connection	Lower Valley Energy
Social Services	Immediately	Various
Library	Immediately / Already Served	Teton County
Public Schools	Immediately / Already Served	Teton County

(iv) A projected annual fee or service cost for services described in paragraph (iii) of this subsection;

No specific cost is estimated for law enforcement or emergency services as these are not provided on a fee-for-service basis. START bus already serves this property, and there is potential for additional ridership via this annexation using existing nearby bus stops. Power, solid waste, recycling, internet, and cable will be assessed via the Town of Jackson franchisees responsible for those services.

Estimated annual fees/service costs for the Town of Jackson provided water and sewer are as follows:

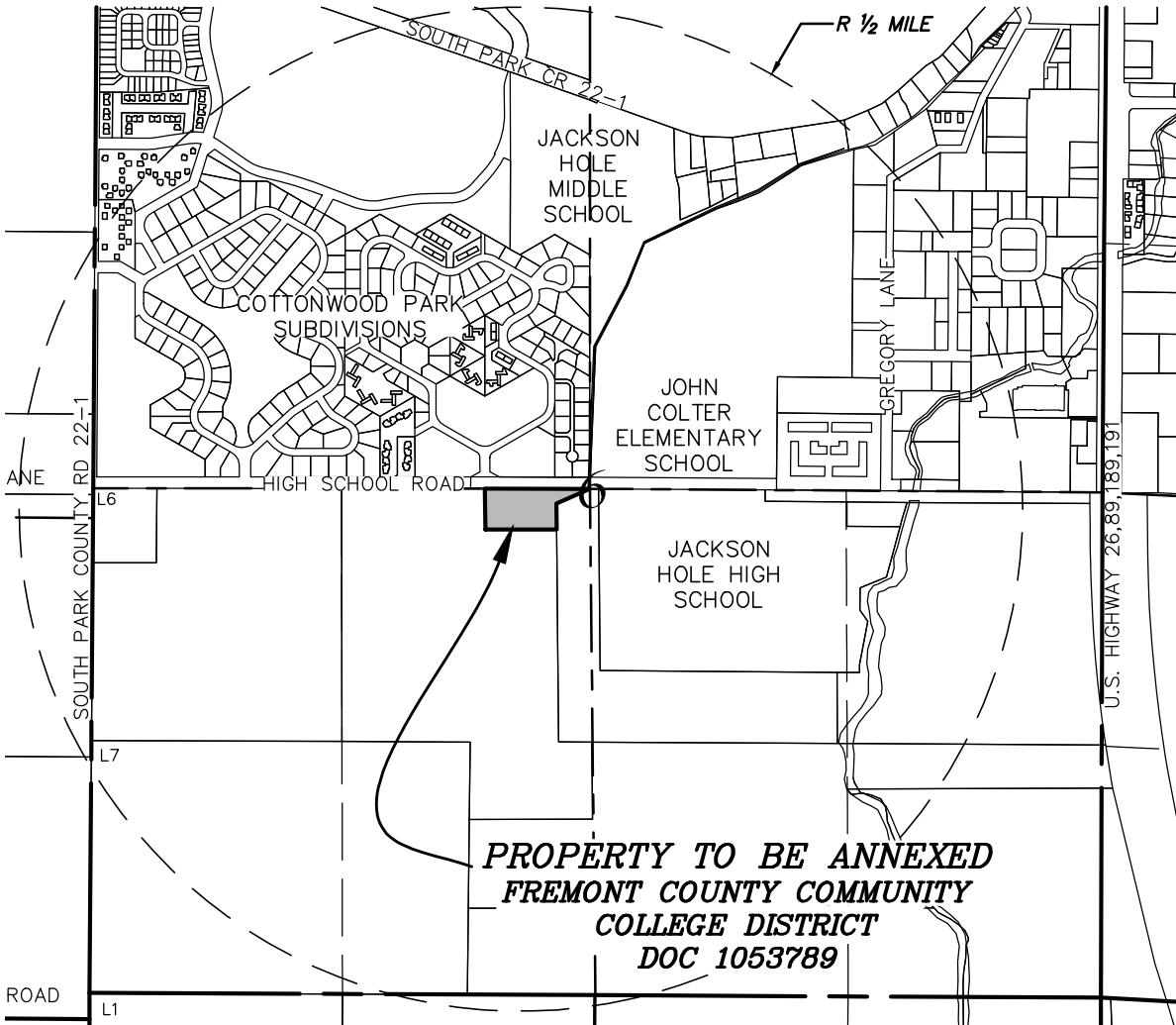
Estimated Water Capacity Fee	\$16,271+/- (based on 2-inch meter size)
Estimated Sewer Capacity Fee	\$20,025 +/-
Estimated Annual Water Fees	\$1200+/-
Estimated Annual Sewer Fees	\$420+/-

(v) The current and projected property tax mill levies imposed by the municipality; and

As a state educational institution, Central Wyoming College is tax exempt.

(vi) The cost of infrastructure improvements required within the existing boundaries of the municipality to accommodate the proposed annexation.

\$0. There are no infrastructure improvements required by the Town of Jackson to accommodate this annexation.



SEC. 6, T.40N., R.116W.

SCALE: 1" = 1000'

EXHIBIT A

TOWN OF JACKSON ANNEXATION REPORT

LOCATED WITHIN
Section 6 T.40N., R.116W., 6th P.M.
Teton County, Wyoming



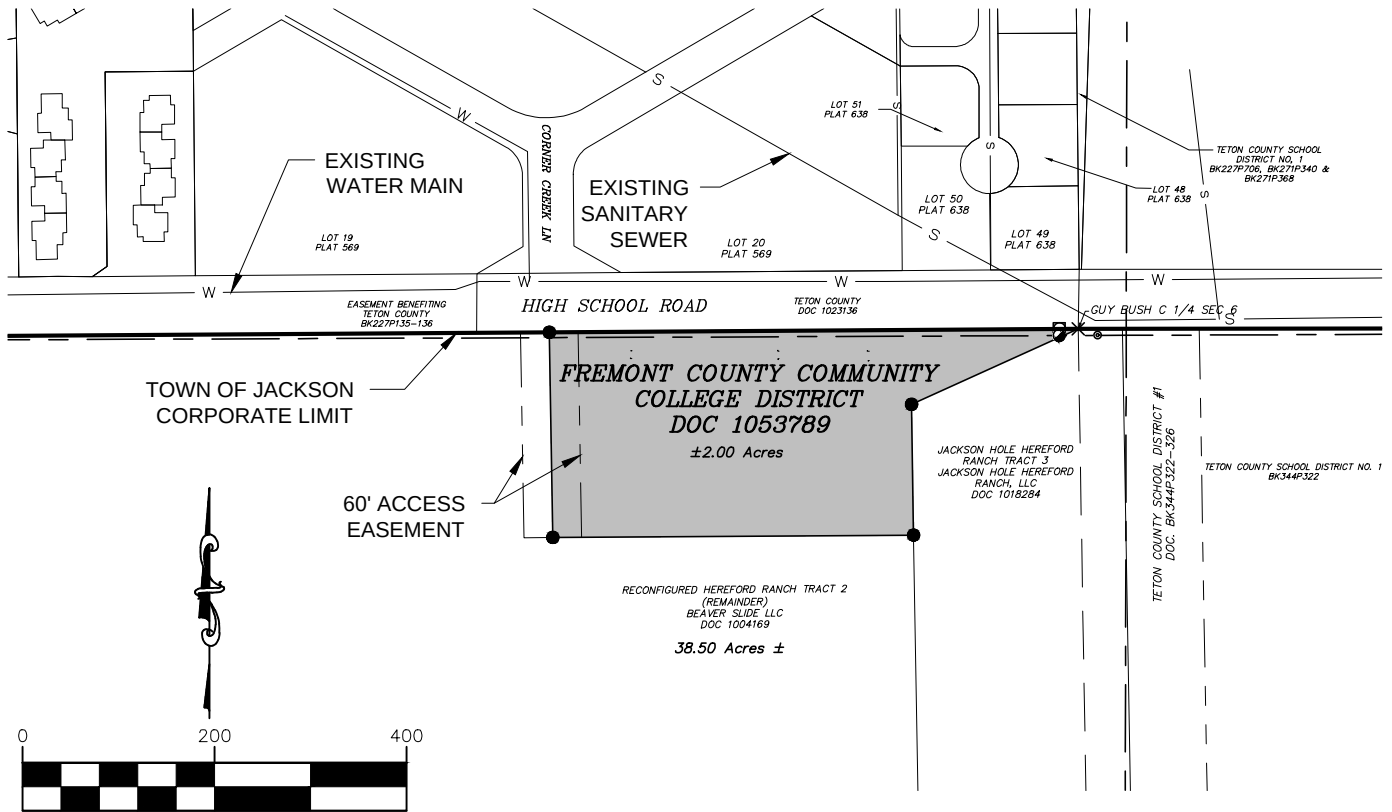
JORGENSEN

JACKSON, WYOMING 307.733.5150
www.jorgeng.com

PREPARED BY: STAFF

MAP PREPARED: 07/18/2023

PROJECT NUMBER: 22070



LEGEND

	aluminum pipe with 3" diameter aluminum cap inscribed "PLS 3831" with other appropriate markings
	reinforcing steel bar with 1-1/2" diameter aluminum cap inscribed "NELSON ENGR LS"
	reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES INC. PLS 13002"
	no monument found or set, depicted for drawing clarity only
	sectional subdivision line
	boundary, subject property
	boundary, adjoining property
	Town of Jackson corporate limit
	sanitary sewer line
	water line
	access easement

EXHIBIT B

TOWN OF JACKSON ANNEXATION REPORT

LOCATED WITHIN
Section 6 T.40N., R.116W., 6th P.M.
Teton County, Wyoming



JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

PREPARED BY: STAFF

MAP PREPARED: 07/18/2023

PROJECT NUMBER: 22070

Town of Jackson Oath

Pursuant to W.S. 15-1-414(a), I, Matthew P. Gotham, Survey Manager with Jorgensen Associates, Inc., do solemnly swear (or affirm) that I will faithfully, diligently and to the best of my ability make the survey, and that I will make field notes and report accurately the results of the survey and description of the boundaries. I understand that this oath shall be filed with the Town Clerk and a copy shall be attached to the certificate filed with the County Clerk upon completion of the annexation.



Matthew P. Gotham, PLS
Survey Manager
Jorgensen Associates, Inc.

I hereby affirm that the foregoing survey was provided to the Town Clerk on July 20, 2023.

A handwritten signature in black ink that reads "Riley Taylor". The signature is written in a cursive style and is positioned above a horizontal line.

Riley Taylor, Town Clerk

Public Hearing Notice

The Jackson Town Council will hold a public hearing on an annexation initiated by Fremont Community College District dba Central Wyoming College to incorporate a 2-acre parcel adjacent to Jackson Hole High School, directly across High School Road from the Cottonwood neighborhood, into corporate limits of town.

The public hearing will be held on **Monday, August 21, 2023 at 6:00PM** or soon thereafter. The meeting will be held in the Council Chambers of Town Hall located at 150 East Pearl Avenue. The purpose of the hearing is for Council to determine that the requested annexation complies with the requirements of Wyoming Statute 15-1-402 regarding purpose for annexation (annexation of the area is for the protection of the health, safety, and welfare of the persons residing in the area and in the city or town, the annexation constitutes a natural, geographical, economic and social part of the Town of Jackson, the annexation is a logical and feasible addition, and the area is contiguous to the Town of Jackson).

A location map below indicates the parcel with an approximate 1/2 mile radius boundary of the area which will, as a result of the annexation be brought within 1/2 mile of the corporate limits of the Town, if not located within Town limits already. The proposed annexation report can be summarized as follows:

- There are no anticipated public infrastructure costs associated with annexation. All infrastructure improvements required by the Town shall be completed at the applicant's expense. The area proposed to be annexed is located adjacent to existing Town, County, and utility company infrastructure. The campus will connect to Town of Jackson sanitary sewer and water systems, Teton County road infrastructure, and existing utilities.
- Basic services customarily available to residents and which will be available to the area proposed to be annexed include water, sanitary sewer, law enforcement, emergency services, streets and snow removal, START Bus, power, solid waste and recycling, internet, cable, natural gas, social services, library, and public schools.
- No specific cost is estimated for law enforcement or emergency services as these are not provided on a fee-for-service basis. START bus already serves this property, and there is potential for additional ridership via this annexation using existing nearby bus stops. Power, solid waste, recycling, internet, and cable will be assessed via the Town of Jackson franchisees responsible for those services.
- Estimated annual fees/service costs for the Town of Jackson provided water and sewer are as follows:

Estimated Water Capacity Fee \$16,271+/- (based on 2-inch meter size)

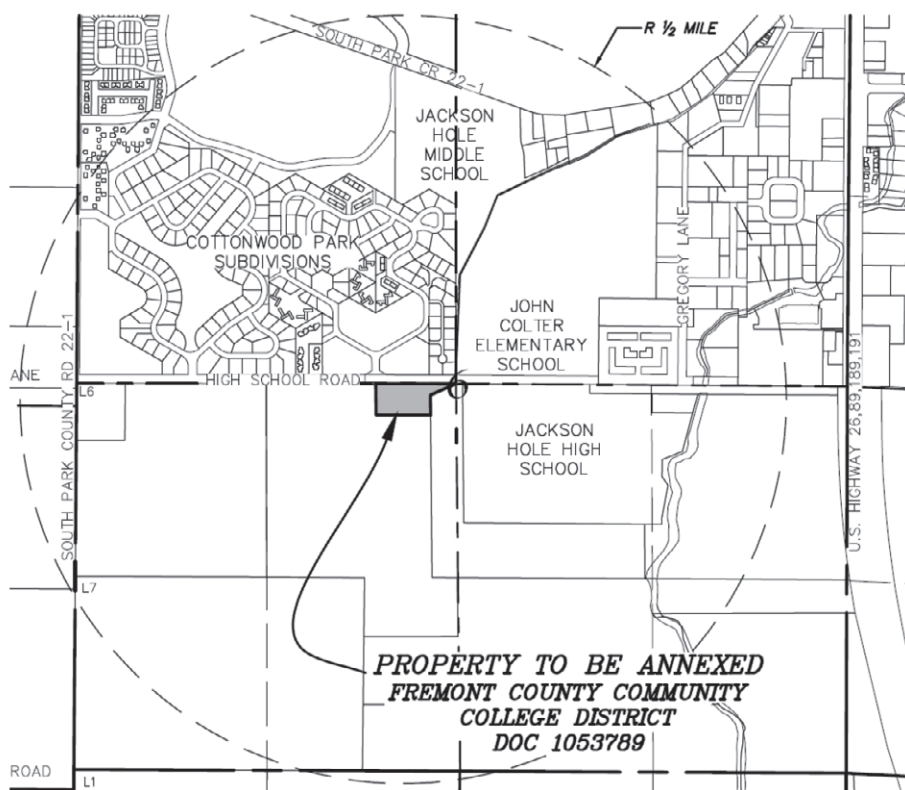
Estimated Sewer Capacity Fee \$20,025+/-

Estimated Annual Water Fees \$1200+/-

Estimated Annual Sewer Fees \$420+/-

- As a state educational institution, Central Wyoming College is tax exempt.
- There are no infrastructure improvements required by the Town of Jackson to accommodate this annexation.

Publish: JHNAG 7/26 and 8/2



ORDINANCE V

AN ORDINANCE ANNEXING TO THE TOWN OF JACKSON, WYOMING A 2.0 ACRE PARCEL PART OF THE SE¼ SW¼ of Section 6, TWP.40N, R.116W, 6th P.M., TETON COUNTY, WYOMING; AMENDING THE ZONING DISTRICT MAP TO INCLUDE THE ANNEXED PROPERTY; AND CLASSIFYING SAID 2.0 ACRES AS A PART OF THE PUBLIC / SEMI-PUBLIC ZONING DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

The Town of Jackson hereby finds as follows:

- a. That Central Wyoming College, the owner of the 2.0 acre parcel part of the SE¼ SW¼ of Section 6, TWP.40N, R.116W, 6th P.M, Teton County, Wyoming, has petitioned the governing body of the Town of Jackson to annex the real property described herein and to make it a part thereof; and
- b. That an accurate annexation map of said land is attached to this ordinance as Exhibit A, said map prepared by Matthew P. Gotham, a Survey Manager with Jorgensen Associates, Inc., licensed in the State of Wyoming; and
- c. That the annexation of said area is for the protection of health, safety, and welfare of the persons residing in the area and the Town of Jackson; and
- d. That the area sought to be annexed will constitute a natural, geographical, economical, and social part of the Town of Jackson; and
- e. That the area is a logical and feasible addition to the Town and that the extension of basic services such as water and sewer systems, police and fire protection and other services customarily available in the Town of Jackson can, within reason, be furnished; and
- f. That the Town of Jackson does not own or operate its own electrical utility, and its governing body is prepared to designate a utility to serve the annexed area pursuant to Wyo. Stat. §15-1-410, and to authorize the designated utility to serve the entire annexed area.

SECTION II.

That all of the real property described in Exhibit A is hereby annexed to the Town of Jackson, Wyoming, and shall become a part thereof.

SECTION III.

On the taking effect of this Ordinance, the corporate limits of the Town of Jackson and boundary lines thereof shall show and include the above-described property as being within a portion of said Town.

SECTION VI.

The Official Zoning District Map of the Town of Jackson is hereby amended to include the property described in Exhibit A in the Public / Semi-Public zoning district. If subject to the scenic resources overlay and/or natural resources overlay designations on the current Teton County zoning map, said designation shall also apply after the property is annexed into the Town.

SECTION V.

The Clerk of the Town of Jackson is hereby authorized and directed to file a certified copy hereof with the County Clerk of Teton County, Wyoming.

SECTION VI.

This Ordinance shall be in full force and effect upon its publication.

PASSED 1ST READING THE _____ DAY OF _____, 2023.
PASSED 2ND READING THE _____ DAY OF _____, 2023.
PASSED, APPROVED, AND ADOPTED THE _____ DAY OF _____, 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

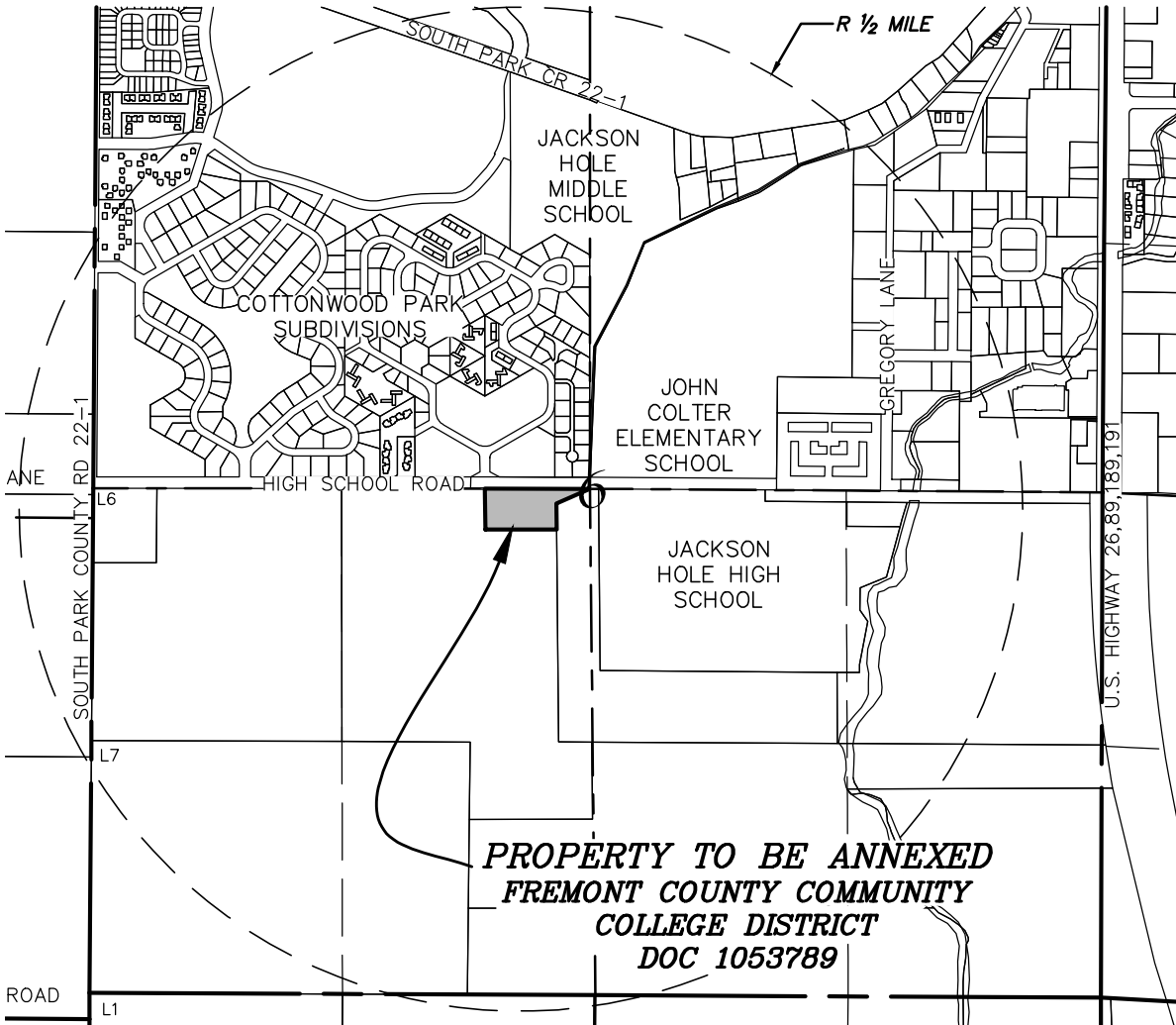
Riley Taylor, Town Clerk

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 & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2023. I further certify that the foregoing Ordinance was duly recorded on page ____ in Book ____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk



SEC. 6, T.40N., R.116W.
 SCALE: 1" = 1000'

EXHIBIT A

TOWN OF JACKSON ANNEXATION REPORT

LOCATED WITHIN
 Section 6 T.40N., R.116W., 6th P.M.
 Teton County, Wyoming



JORGENSEN
 JACKSON, WYOMING 307.733.5150
 www.jorgeng.com

PREPARED BY: STAFF

MAP PREPARED: 07/18/2023

PROJECT NUMBER: 22070

STAFF REPORT



Meeting Date:	August 21, 2023	Meeting Title:	Regular Council Meeting
Submitting Department:	Planning Department	Presenter:	Tyler Valentine
Agenda Item:	Subdivision Plat for a 2-lot subdivision at the property located at 180 Aspen Drive (P23-104)	Public Comment:	Yes

Purpose & Policy Considerations.

This item is coming before Council because a recent Development Plan (P22-242) was approved for a 2-lot subdivision. Thus, this Subdivision Plat is required by the Land Development Regulations (LDRs) to formalize the subdivision.

Requested Action.

The applicant is requesting approval of a Subdivision Plat for the Wild Rose of Bassettville Addition to the Town of Jackson, a 2-lot subdivision at the property addressed at 180 Aspen Drive.

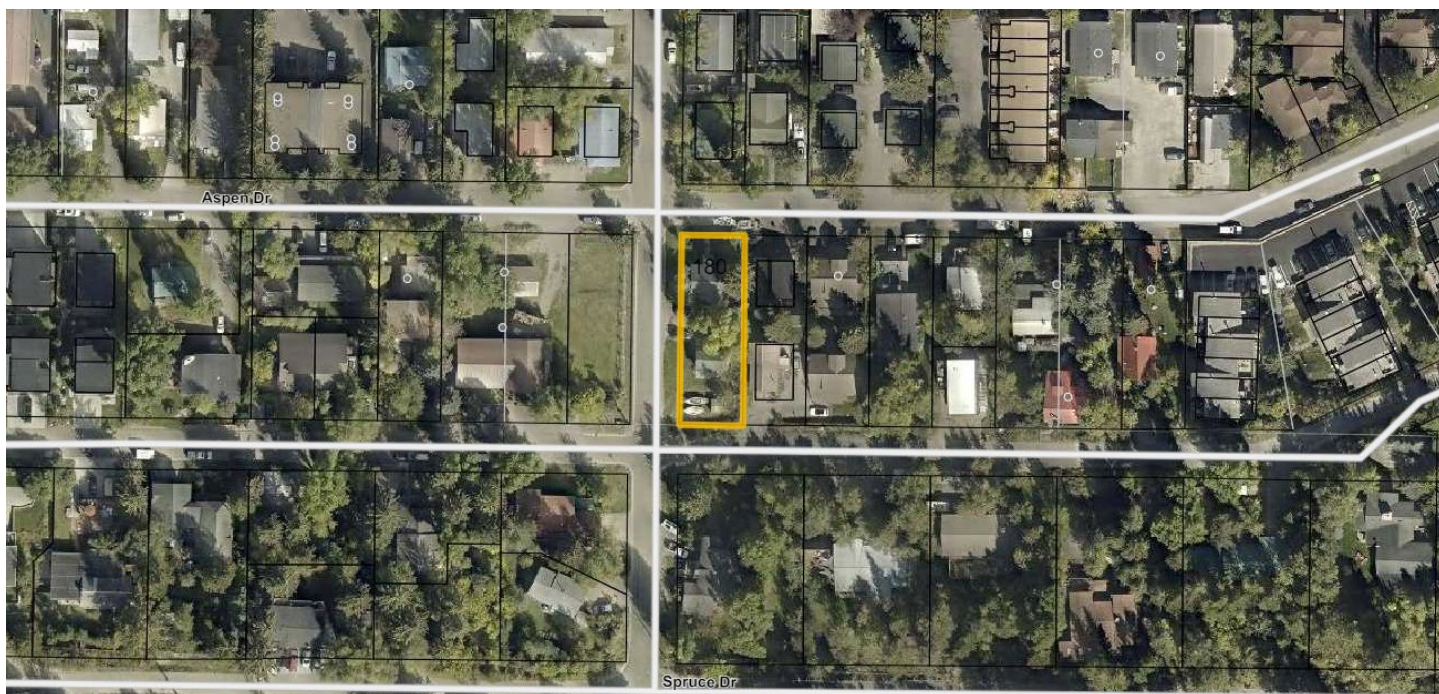
Recommendations.

The Planning Director recommends **approval** of the Subdivision Plat, subject to the Land Development Regulations, the department reviews attached hereto, and the following condition(s) of approval:

1. Prior to recording the Subdivision Plat, the existing cabin on Lot 2 (south lot) shall be removed.
2. Prior to recording the Subdivision Plat, two parking spaces for Lot 1 (north lot) shall be installed that comply with the Town of Jackson Land Development Regulations.
3. Prior to recording the Subdivision Plat, the applicant shall pay the Park and School Exaction fees in the total amount of \$4,700.00.

Project Location.

The property is addressed as 180 Aspen Drive and legally described as Lot 1, Block 4, Aspen Hill Lots Addition to the Town of Jackson. An aerial photo is shown on the following page:



Background

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.

On February 27, 2023, the Town Council approved a Development Plan (P22-242) for a 2-lot subdivision of 180 Aspen Drive. This Development Plan was a 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. 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). Two conditions of approval accompanied the Development Plan approval:

1. Prior to the recordation of the future plat, the cabin on Lot 2 (south lot) shall be removed, unless compliant parking can be provided.
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.

Analysis & Key Policy Questions.

Staff finds that as conditioned, the proposed subdivision plat is in conformance with all past approvals and each lot meets the 3,750 sf minimum lot size for the NM-1 zoning district. As stated above, two conditions of approval were added to the Development Plan, one of which addressed the cabin on the south lot and the other addressed the parking on the north lot. Below is an update on compliance for each condition of approval:

1. Prior to the recordation of the future plat, the cabin on Lot 2 (south lot) shall be removed, unless compliant parking can be provided.

Update on Compliance: The property owner has decided to remove the cabin on Lot 2 and a demolition permit for the cabin was issued on July 31, 2023. The property owner is aware that the cabin needs to be removed before the plat is recorded. The LDRs require that a plat be recorded within 60 calendar days after Council approves a subdivision plat which provides the property owner some additional time to complete the work. To address this matter, staff has added a condition of approval (Condition #1) as part of this subdivision plat that states:

“Prior to recording the Subdivision Plat, the existing cabin on Lot 2 (south lot) 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.

Update on Compliance: The Town Council approved an LDR Text Amendment (i.e., LDR Clean Up) at the May 15, 2023, regular Town Council meeting that effectively removed the primary and secondary street parking setbacks. The property owner is currently working with a contractor to install two LDR-compliant parking spaces on Lot 1 and has applied for the necessary permits, which in this case is a right-of-way permit. The applicant is aware that compliant parking needs to be installed before the plat is recorded. The LDRs require that a plat be recorded within 60 calendar days after Council approves a subdivision plat which provides the property owner some additional time to complete the work. To address this matter, staff has added a condition of approval (Condition #2) as part of this subdivision plat that states:

“Prior to recording the Subdivision Plat, two parking spaces for Lot 1 (north lot) shall be installed that comply with the Town of Jackson Land Development Regulations.”

Possible Alternatives.

Not applicable.

Comprehensive Plan & Priority Alignment.

Pursuant to Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations, the following findings shall be made for the approval of a Subdivision Plat.

1. **Approved Development Plan.** *The proposed Subdivision Plat shall be in substantial conformance with an approved development plan or development option plan.*

Complies. As conditioned, staff finds the proposed subdivision plat to be in substantial conformance with the approved Development Plan (Item P22-242).

2. *Complies with Section 8.5.3. The proposed Subdivision Plat shall comply with Section 8.5.3 – Subdivision Plat.*

Complies. Staff finds that the proposed subdivision plat complies with the standards of Section 8.5.3 – Subdivision Plat in regards to the purpose, applicability, required documentation information, and review process.

3. *Complies with Division 7.2. The proposed Subdivision Plat shall comply with Division 7.2 – Subdivision Standards.*

Complies. The proposed subdivision meets the standards laid out in Division 7.2 pertaining to the provision of such requirements for new roads, water and sewer infrastructure, utilities, parks, and other physical improvements necessary to safely serve the newly subdivided property and minimize impacts on existing community services and infrastructure.

4. *Other Relevant Standards/LDRs. The subdivision plat shall comply with all other relevant standards of these LDRs and other Town Ordinances.*

Complies. Staff finds that the proposed subdivision complies with the provisions of the LDRs and meets the minimum lot size requirement. In addition, the subdivision complies with all other Town Ordinances.

Fiscal Impact.

Park Exactions - \$2,700

School Exactions - \$2,000

Staff Impact.

The amount of staff time to review, research, and write this report including future work to send final letters and obtain signatures for the plat is approximately 10 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

Suggested Motion.

I move to **approve** a Subdivision Plat (P23-104) for the Wild Rose of Bassettville Addition to the Town of Jackson, a 2-lot subdivision at the property addressed at 180 Aspen Drive, based upon the findings presented in the staff report, the departmental reviews, and subject to the three conditions of approval recommended in this staff report dated August 21, 2023.

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P23-104		COUNTY CLERK REVIEW COMMENTS	Quitclaim Deeds Signature line does not match notary statement looks like it should be Jean Ellen Anderson, Trustee Plat looks good. Thank you, Kellie Dickerson		
			Hi Town Planning, Correction for the plat - Brian T Lenz is signing as Engineer but is notarized as Town Engineer. It needs to match. Correction for the deeds - the signer is Jean Ellen Anderson Trustee but is notarized as Jeanie Anderson Trustee. It needs to match. There will also not be PIDNs on the deeds unless the deeds are recorded after the PIDNs are created (which could be a few months). We can provide a TEMP # at the time of recording that can be written on the deed if that is what is preferred. Please let me know if you have any questions. Thank you, Kellie Dickerson		
			Subdivision Plat APPROVED w CONDTITIONS P23-104 ADDRESS: 180 Aspen Drive OWNER: Anderson, Jean Ellen Revocable Living Trust. APPLICANT: Jorgensen Associates, Inc. Attn: Ron Levy 7/24/2023 Jeff Silliman, 733-3079 DATE OF SUBMITTAL: 6/12/2023 DATE OF MATERIALS: 6/1/2023 REVISION NO.: BOND FOR MONUMENTATION: \$3,000. 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. The engineering division has reviewed your application for a FINAL PLAT submitted on and with application materials as dated above. PRIOR TO PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED:		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P23-104		ENGINEERING DEPARTMENT COMMENTS	VICINITY MAP: 1)Call out center of Section 33. GENERAL NOTES: 2)FEMA Note - Verify property location within SFHA Zone X is incorrect and revise as necessary. Reference FIRM MAP 2907D. 3)Add to General Notes: AT TIME OF PLAT WATER AND SEWER SERVICES TO LOT 2 ARE NOT INSTALLED. MAP: 4)Move North Arrow closer to relevant map. 5)Move Legend closer to relevant map. 6)Revise plat name to correlate with other lot splits within the subdivision: Aspen Hill Lots 4th Addition (or next number in addition sequence) to the Town of Jackson. Revise as necessary where shown. 7)Remove existing structure outline from lot line layout figure, or provide justification for including it. 8)Show division line between common elements on adjacent subdivision to the east. 9)Land Use Summary: Total acreage is incorrect. Revise as necessary CERTIFICATE OF OWNER: 10)Certificate of Owners: extra and in that the undersigned section. 11)Add the following TOJ standard notes to Certificate of Owners section: 12)that access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson; and, 13)that access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, utility, fire fighting, and police vehicles; and, 14)A note that that this subdivision is subject to rights-of-way, easements, restrictions, reservations, and conditions, of sight or of record, including but not limited to those shown hereon. WATER RIGHTS NOTES 15)If applicable add a note to the affect that, there are no water rights attached to said subdivision or that water rights appropriated to the subdivision will be vacated in accordance with state statute.		
P23-104		PLANNING DEPARTMENT COMMENTS	Please revise the plat to remove the existing structure and associated setbacks. In addition, the Land Use Summary in the center of the map shows incorrect math on the total acreage.		
			Todd Cedarholm, PLS Page 1 of 1 PO Box 12290 Jackson, Wyoming 83002 cellular (307) 413-1219 todd@onsightsurvey.com Town of Jackson Planning Department and Building Department July 11, 2023 P.O. Box 1687 Jackson, WY 83001 ATTN: Tyler Valentine, Senior Planner		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P23-104		SURVEY REVIEW	RE: P23-104, Wild Rose of Bassettville Addition Dear Tyler: I have reviewed the plat accompanying the P23-104 application. I would suggest that the surveyor address the following items: General content The title block associated with the vicinity map should read: S1/2 NE1/4 &N1/2 SE 1/4 Section 33, T41N, R116W, 6th P.M. Town of Jackson, Teton County, Wyoming The PLSS aliquot parts should be labeled in the vicinity map. The north arrow should include the letter N The Certificate of Owner should include a statement identifying the legal access to both lots. The aliquot part cited in the Certificate of Surveyor is incorrect. The existing building should be removed from the map per Teton County/Town of Jackson LDRs Article 8 Administrative Procedures Div 8.5.3 (D)(4)A plat shall not include: (a) Depiction of Improvements. The map should depict the north line and the nominal width of Aspen Drive and the west line and the nominal width of Millward Ave. The Total Acreage listed In the Land Use Summary is incorrect. This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made. Sincerely, Todd Cedarholm, PLS Teton County Wyoming Surveyor		
			TITLE 22 CONSULTANTS PLAT REVIEW Wild Rose of Bassettville Addition to the Town of Jackson Proposed Plat: Wild Rose of Bassettville Addition to the Town of Jackson Platted From: Lot 1 of Block 4 of the Aspen Hill Addition to the Town of Jackson, Plat 124 Located: Town of Jackson Owner/Subdivider: Jean Ellen Anderson, Trustee of the Jean Ellen Anderson Revocable Living Trust dated May 1, 1997 Summary: The proposed plat splits one existing lot into two lots. Additional Documents to be Recorded Provided with Plat: Quit Claim Deeds (2) Title Report provided by Wyoming Title & Escrow Effective Date: June 22, 2023 Note: Title 22 Consultants has not prepared a title report or conducted a patent to present search of subject land; we are basing our review on the title report provided by the title company identified above. New documents filed of record subsequent to the effective date: None known PLAT REVIEW Technical Review ACCESS: Legal access is provided via: NOT ADDRESSED on Certificate of Owner. See Conclusions, below.		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P23-104		TITLE REVIEW	(Note: No determination has been made as to physical access). EASEMENTS/ENCUMBRANCES: All easements cited on the title report Are Are Not shown on the proposed plat (located and/or included in the Certificate of Owner). Comments: N/A no easements or other recorded instruments are cited in the title report STREETS/ALLEYS: Dedicated to the public Private, with rights of way granted to each lot owner N/A, no streets or alleys within plat boundary LOT DIMENSIONS Are Are not shown. Note: Please confirm acceptability via Surveyors review. No dimensions are shown on the common boundary line between the two lots. Lots Are Are Not PROGRESSIVELY NUMBERED. The underlying land Is Is Not VACATED. CERTIFICATES Certificate of Owner(s) Included To be provided via separate Affidavit Certificate of Surveyor Included Not included Certificate of Acceptance from Town of Jackson Teton County Included Not Included Certificate of Mortgagee(s) Included To be provided via separate Affidavit N/A PLAT REVIEW Conclusions Recommendations: Title 22 Consultants strongly recommends the following changes to the proposed plat and documents to be recorded: 1. Certificate of Owner: Paragraph 2 states that the property is within the SE/SE of 33/41/116. It appears this should be corrected to NE/SE. Paragraph 6 (that the foregoing subdivision is SUBJECT TO the terms and conditions of the following instruments of record) should be deleted, as no recorded instruments are cited. The last paragraph is an incomplete fragment and should be corrected or deleted. ACCESS is not addressed in the Certificate of Owner. It appears that access to Lot 1 is via Aspen Drive (public street) and that access to Lot 2 is via Pine Drive (public street). Please address/add. 2. Certificate of Surveyor: Also cites SE/SE rather than NE/SE. 3. Land Use Summary: Correct Total Acreage from 1.18 acres to .18 acres. Should zoning district be included? 4. Quit Claim Deeds Corrections required. See marked up scans of these instruments, attached. Next Steps: 1. ENTITY DOCS The owner should provide a copy of the Trust and all amendments for review,		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
			to make sure the plat properly identifies the entity, and that the Certificate of Owner is executed by the correct party. 2. EXECUTION/ACKNOLWEDGEMENT - Once the plat and all documents to be recorded have been executed and notarized, carefully review as to proper execution and acknowledgement prior to recordation. Please also verify that all Exhibits are attached and properly labeled. 3. IMPLEMENT THE SOLUTIONS identified above, and provide corrected plat and documents to Title 22 Consultants for final review. There is no additional charge for up to one hour of subsequent review. PLAT REVIEW Disclaimer Title 22 Consultants is not providing legal services or a legal opinion, and is not licensed to practice law in the State of Wyoming or any other state. Further, Title 22 Consultants is not providing any type of insurance service, or title insurance, and is not authorized to transact insurance in the State of Wyoming or any other state, and is not a licensed abstractor or title agent as set forth in Wyoming Statutes. Please consult an attorney or duly licensed title company if you have legal questions, or questions about the insurability of the land to subdivided pursuant to the proposed plat. Plat Review submitted by: 7.14.23 Nancy Hughes, Manager, Title 22 Consultants, LLC, a Wyoming limited liability company		
	06/07/2023	POLICE DEPARTMENT COMMENTS		ALANGLEY@JACKS ONWY.GOV	
	06/27/2023	BUILDING DEPARTMENT COMMENTS		ALANGLEY@JACKS ONWY.GOV	
	07/10/2023	START DEPARTMENT COMMENTS		TVALENTINE@JAC KSONWY.GOV	07/10/2023
	07/11/2023	JOINT HOUSING DEPARTMENT COMMENTS		ALANGLEY@JACKS ONWY.GOV	
	07/17/2023	TOWN COUNCIL MEETING		ALANGLEY@JACKS ONWY.GOV	
	07/26/2023	TC KEY ISSUES		JSILLIMAN@JACKS ONWY.GOV	07/26/2023
		FINAL LETTER COMPLETENESS REVIEW			

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
		DETERMINATION OF SUFFICIENCY			
		PATHWAYS DEPARTMENT COMMENTS			
		COMPLETE REPORT			
		FIRE DEPARTMENT COMMENTS			
		INITIAL REPORT			
		PARKS AND RECREATION DEPARTMENT COMMENTS			
		LEGAL DEPARTMENT COMMENTS			
		FINAL REPORT			
		RECORD DOCUMENTS			
		TC PUBLIC NOTICE			



June 5, 2023

Mr. Tyler Valentine
Town of Jackson Planning Dept.
P.O. Box 1687
150 E. Pearl Avenue.
Jackson, WY 83001
-Digitally Delivered to planning@jacksonwy.gov-

**RE: Subdivision Plat (S/D) Application for
Wild Rose of Bassettville Addition to the Town of Jackson**

Dear Tyler,

Attached for sufficiency review, please find one copy of the Subdivision Plat Application for The Wild Rose of Bassettville Addition to the Town of Jackson that we are submitting on behalf of our client Jeanie Anderson. This subdivision application will split Lot 1, Block 4, of Plat 124 into two separate lots with a new plat. The project is located on approximately 0.17 acres, and will vacate Lot 1, Block 4 of the Aspen Hill Lots Addition to the Town of Jackson. Said Lot 1 be reconfigured as The Wild Rose of Bassettville Addition. This property is not located near any known fault lines.

- Planning Permit Application for a Subdivision Plat
- Check for application fees
- Application Materials Response to Checklist
- Title Report
- Draft Recordable Documents
- Draft Plat Map
- Proof of Notice of Intent to Subdivide

NARRATIVE AND FINDINGS FOR APPROVAL

Subdivision Summary

This Subdivision Plat (S/D) application is for the Wild Rose of Bassettville Addition to the Town of Jackson. The project is located on approximately 0.17 acres and will vacate Lot 1 Block 4 of the Aspen Hill Lots of the Town of Jackson (Plat 124). Said lot will be reconfigured into two equal lots as the Wild Rose of Bassettville Addition to the Town of Jackson.

A. FINDINGS FOR APPROVAL

Division 8.5.3 Subdivision Plat Findings for Approval

1. ***Is in substantial conformance with an approved development plan or development option plan.***

This Subdivision Plat application for the Wild Rose of Bassettville Addition to the Town of Jackson is in substantial conformance to the Development Plan (**P22-242**) Approved by the Town Council on February 27th, 2023. **Complies.**

2. ***Complies with the standards of the Section.***

This Subdivision Plat complies with all the standards required by Division 8.5.3. of the Town of Jackson Land Development Regulations (LDRs). **Complies.**

3. ***Complies with the subdivision standards of Division 7.2..***

This Subdivision Plat complies with the development standards required by Division 7.2. Subdivision Standards of the LDRs and reflects the guidance and requirements from the Town of Jackson Planning and Engineering Departments and acceptance by Town Council. **Complies.**

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

This Subdivision Plat is in compliance with all relevant standards of the LDRs and Town Ordinances. **Complies.**

B. GENERAL INFORMATION

Title Report – Complete Title Reports for all relevant lots is included in this application.

C. INITIAL SUBMITTAL

This application is for one new Subdivision Plat: Wild Rose of Bassettville Addition to the Town of Jackson.

1. **Draft Plat Map** – Draft subdivision plats or maps of survey prepared in association with a Subdivision Plat or application shall contain the information required by State statute and Section 8.5.3 Subdivision Plat.
2. **Notice of Intent** – Applicant has published “Notice of Intent to Subdivide” in the Jackson Hole News and Guide, once each week for 2 weeks within 30 calendar days prior to filing this application, pursuant to Wyoming statutes as amended. Evidence of Notice of Intent is included with this application.

3. Documents to be Recorded – Applicant has included draft copies of the following documents to be recorded concurrently with this application:

a. Draft Deeds and Legal Descriptions

Once we receive a sufficiency determination, we will provide any updates you request to the application in electronic format, and/or hard copies as requested in the number and type you would like for distribution to review agencies. Please call me if you have any questions, or if you require additional information at this time.

Thank you for your assistance.

Sincerely,
JORGENSEN ASSOCIATES, Inc.



Ron Levy
Planning Project Manager



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: 180 Aspen Dr: Wild Rose of Bassettville Addition to the Town of Jackson
Physical Address: 180 Aspen Drive, Jackson, WY 83001
Lot, Subdivision: Lot 1, BLK 4 Aspen Hill Lots PIDN: 22-41-16-33-4-07-006

PROPERTY OWNER.

Name: Anderson, Jean Ellen Revocable Living Trust. Phone: 307-413-6548
Mailing Address: PO Box 4547, Jackson WY ZIP: 83001
E-mail: jeanie@mountainmax.net

APPLICANT/AGENT.

Name: Jorgensen Associates, Inc Attn: Ron Levy Phone: 307-733-5150
Mailing Address: PO BOX 9550 Jackson, WY ZIP: 83002
E-mail: rlevy@jorgeng.com

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 #: P22-178 Environmental Analysis #: N/A
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.

Ron Levy

Digitally signed by Ron Levy
DN: C=US, E=levy@jorgeng.com,
OU=Jorgensen Associates, Inc.,
OU=Planning, CN=Ron Levy
Reason: I am the author of this document
Date: 2023.06.05 15:55:11 -06'00'

Signature of Property Owner or Authorized Applicant/Agent

Jorgensen Associates, Inc Agent: Ron Levy

Name Printed

05/26/2023

Date

Land Use Project Manager

Title

Jackson Hole News&Guide

PublicNOTICES

What is a Public Notice?

These pages include a variety of notices required by Town, County and State statutes and regulations. These notices include Meeting Agendas, proposed city and county ordinances, tax and budget information, Liquor Licenses, foreclosures, summonses and bid invitations.

How to place a Public Notice

Jackson Hole News&Guide • PO Box 7445
Jackson, WY 83002 • (307) 733-2047

Rate: \$22.00 per column inch

Preferred Method of Submission is via Email in a Word/Text document to Legals@jhnewsandguide.com. Legals submitted via hard copy or PDF will be charged a typsetting fee of \$10.00 per typed page

LEGAL DEADLINE: THURSDAY AT 3:00 PM

MAY 24, 2023

TETON COUNTY NOTICES

Teton County Board of Commissioners

• MEETING NOTICES •

Teton County Board of Commissioners
Voucher Meeting Notice
200 S. Willow, Jackson, Wyoming
Tuesday, May 30, 2023, 9:00 a.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
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Publish: 05/24/23

• OFFICIAL PROCEEDINGS •

OFFICIAL SUMMARY PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, WYOMING

The Teton County Board of Commissioners met in regular meeting on April 24, 2023 in the Commissioners Chambers located at 200 S. Willow in Jackson. The meeting was called to order at 8:32 a.m.

Commission present: Luther Propst, Chair, Natalia Macker, Vice-Chair, Greg Epstein, and Wes Gardner were present. Commissioner Newcomb joined the meeting at 8:36 a.m.

ADOPT AGENDA

A motion was made by Commissioner Epstein and seconded by Commissioner Macker to adopt the agenda as presented. An amended motion was made by Commissioner Epstein and seconded by Commissioner Macker to add two items to the agenda:

7. Consideration of Mercill Avenue Employee Lease – Unit 215

Approval of a lease agreement for Teton County Employee Housing located at 105 Mercill Avenue Unit #215.

8. Consideration of Mercill Avenue Employee Lease – Unit 314

Approval of a lease agreement for Teton County Employee Housing located at 105 Mercill Avenue Unit #314.

Chair Propst called for a vote. The vote showed all in favor and the motion carried 4-0.

PUBLIC COMMENT

There was no public comment.

ACTION ITEMS

1. Consideration of Payment of County Vouchers

A motion was made by Commissioner Macker and seconded by Commissioner Epstein to approve the April 24, 2023 county voucher run in the amount of \$667,797.84, and a property purchase in the amount of \$1,176,140.00. Chair Propst called for a vote. The vote showed all in favor and the motion carried 4-0.

2. Consent Agenda for Administrative Items

a. 24-Hour Liquor Permits

i. Jackson Hole Food & Wine / Westside Wine & Spirits – SAVOR

A motion was made by Commissioner Macker and seconded by Commissioner Epstein to approve the 24-hour catering permit submitted by Jackson Hole Food & Wine / Westside Wine & Spirits for SAVOR to take place at the Mead Ranch, 1200 N. Spring Gulch Road, Jackson, WY on June 24, 2023 with the permit being valid for a 24-hour period. Chair Propst called for a vote. The vote showed all in favor and the motion carried 4-0.

Commissioner Newcomb joined the meeting at 8:36 a.m.

b. SLIB Drawdowns

c. Tax Corrections

d. Human Service/Community Development Contracts for Service

3. Consideration of Proposed Outgoing Commissioner Correspondence

i. Letter to Wyoming Department of Health Regarding Nursing Structure

A motion was made by Commissioner Macker and seconded by Commissioner Epstein to approve the letter as presented. Chair Propst called for a vote. The vote showed all in favor and the motion carried 5-0.

4. Consideration of Easement for Wilson to Stilson Pathway/ Keith B. Ohnmeis – CONTINUED FROM APRIL 18, 2023

A motion was made by Commissioner Macker and seconded by Commissioner Epstein to approve the Wildlife Fence Construction and Access & Pathway Construction and Access Easement and Agreement from Keith Ohnmeis for construction of the Wilson to Stilson Pathway.

Heather Overholser, Director of Public Works, commented on the item.

Commissioner Macker withdrew her motion and Commissioner Epstein, the second, acquiesced.

This item was withdrawn from the agenda and will be considered later.

5. Consideration of Approval a Resolution to Authorize Commissioners to Sign Closing Documents for the Purchase of 105 Mercill Avenue, Unit 215

Keith Gingery, Chief Deputy County Attorney, presented to the Board for consideration of approval a resolution authorizing Commissioners to sign closing documents.

There was no public comment.

A motion was made by Commissioner Epstein and seconded by Commissioner Newcomb to approve the resolution to allow

Commissioners to approve the Resolution giving authority for any of the 5 county commissioners to sign closing documents regarding the purchase of 105 Mercill Ave., Unit 215, Jackson, WY. Chair Propst called for a vote. The vote showed all in favor and the motion carried 5-0.

6. Consideration of Approval a Resolution to Authorize Commissioners to Sign Closing Documents for the Purchase of 105 Mercill Avenue, Unit 314

There was no public comment.

A motion was made by Commissioner Macker and seconded by Commissioner Epstein to approve the resolution to allow Commissioners to approve the Resolution giving authority for any of the 5 county commissioners to sign closing documents regarding the purchase of 105 Mercill Ave., Unit 314, Jackson, WY. Chair Propst called for a vote. The vote showed all in favor and the motion carried 5-0.

7. Consideration of Mercill Avenue Employee Lease – Unit 215

Keith Gingery, Cheif Deputy County Attorney, presented to the Board for consideration of approval a lease agreement for Teton County Employee Housing located at 105 Mercill Avenue Unit #215.

There was no public comment.

A motion was made by Commissioner Macker and seconded by Commissioner Epstein to approve the Lease Agreement for 105 Mercill Avenue Unit #215 with Ginifer Woodland. Chair Propst called for a vote. The vote showed all in favor and the motion carried 5-0.

8. Consideration of Mercill Avenue Employee Lease – Unit 314

Keith Gingery, Chief Deputy County Attorney, presented to the Board for consideration of approval of a lease agreement for Teton County Employee Housing located at 105 Mercill Avenue Unit #314.

There was no public comment.

A motion was made by Commissioner Epstein and seconded by Commissioner Macker to approve the Lease Agreement for 105 Mercill Avenue Unit #314 with Alexander Cook. Chair Propst called for a vote. The vote showed all in favor and the motion carried 5-0.

DISCUSSION ITEMS

1. Known Matters for Discussion – none.

2. Other Matters for Discussion

MATTERS FROM COMMISSIONERS

1. Calendar Review – The Board reviewed their weekly calendar.

2. BCC Administrator - Alyssa Watkins

The meeting recessed at 8:47 a.m. for a Joint Information Meeting and reconvened at 11:25 a.m.

EXECUTIVE SESSION - REAL ESTATE

A motion was made by Commissioner Macker and seconded by Commissioner Epstein to enter executive session pursuant to Wyoming Statute §16-4-405(a)(vii) To consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price. Chair Propst called for a vote. The vote showed all in favor and the motion carried.

The meeting entered executive session at 11:05 a.m.

Commission present: Luther Propst, Natalia Macker, Greg Epstein, Wes Gardner, and Mark Newcomb.

Others: Jerilyn Arriola, McPeak Realty, Sarah Mann, Director of General Services, Maureen Murphy, Clerk, and Chalice Weichman, Deputy County Clerk were present. Keith Gingery, Deputy County Attorney, joined the executive session at 11:28 a.m.

The meeting recessed at 11:34 a.m. and reconvened in executive session at 1:31 p.m. with all above participants present with the addition of April Norton, Director of Housing.

A motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to exit executive session. Chair Propst called for a vote. The vote showed all in favor and the motion carried 5-0.

The meeting exited executive session at: 1:46 p.m.

A motion was made by Commissioner Macker and seconded by Commissioner Newcomb to direct staff to proceed as discussed in the morning executive session. Chair Propst called for a vote. The vote showed all in favor and the motion carried.

The meeting recessed at 1:48 p.m. and reconvened at 1:53 p.m.

Commissioner Newcomb left the meeting at 1:53 p.m.

The following Department Heads and Staff presented budget requests for fiscal year 2024:

- General Services – Sarah Mann, Director of General Services
- Fair Board – Zach Vosika, Fair Board Chair and Marybeth Hansen, Fair Board Vice-Chair
- Fair – Rachel Grimes, Fair and Fairgrounds Manager
- Information Technology – Keith Murley, IT Director
- Facilities – Paul Cote, Facilities Manager

SPECIAL EVENTS PERMITS – Applications Pending (for informational purposes, no action taken)

- Jackson Hole Half Marathon and 5K – June 10th, 2023; From Teton Village to Phil Baux Park; Running Race; Number of Attendees – 400
- Elkhorn 100 Endurance Race – July 28th – 29th, 2023; Starts in Afton, and ends in Jackson at Phil Baux Park; Endurance Race; Number of attendees – 110
- Grand Teton Marathon & 5K – June 2nd – 3rd, 2023; From Stilson Lot to Snake River bridge to Spring Gulch Rd. and finishing at JH Golf & Tennis; Event expo and half marathon; Number of attendees – 3800
- In a Landscape – July 31st, 2023; The Woodbury Preserve

(1250 E Cache Creek Dr.); Classical music concert in the wild; Number of attendees – 400

- Astoria May Hooray – May 5th, 2023; Riverside Lawn at Astoria Park; family friendly event to welcome spring; number of attendees – 150
- Paws Pet Gala – June 30th, 2023; 2000 South Park Ranch Road, Jackson, WY 83001; Pet event with live music, dinner and auction; number of attendees – 282

ADJOURN

A motion was made by Commissioner Epstein and seconded by Commissioner Macker to adjourn. Chair Propst called for a vote. The vote showed all in favor and the motion carried 4-0.

The meeting adjourned at 3:04 p.m.

Respectively submitted: csw

TETON COUNTY BOARD OF COMMISSIONERS

/s/ Luther Propst, Chair

ATTEST: /s/ Maureen E. Murphy, County Clerk

ACE HARDWARE 250.79 / AIR CHEK INC. 710.00 / AIRGAS USA LLC 88.33 ALBERTSONS/SAFEWAY 167.49 / ALPHA-GRAPHICS 254.50 AMAZON CAPITAL SERVICES, INC. 770.49 / ANDA INC 606.33 APCO INTERNATIONAL, INC. 1,087.00 / ARLEEN WERMUTH 52.50 ASPEN AUTO-MOTIVE/NAPA 1,587.80 / ASD HEALTHCARE 1,614.00 ASPEN PINES WATER & SEWER DISTRICT 105.73 / AT&T MOBILITY 3,642.07 AVANT DELIVERY CO 100.00 / BEVERLY SHORE 29.65 / BOB BARKER COMPANY, INC. 161.90 BOUND TREE MEDICAL, LCC 1,219.82 / BRIGHTLY SOFTWARE INC 3,666.67 BUCHKO STRUCTURAL ENGINEERING LLC 812.50 / CARDINAL HEALTH 110, INC. 673.85 CENTURYLINK 137.30 / CENTURYLINK 339.41 / CENTRAL SQUARE TECH 2,945.25 CLARKS' BROADWAY AUTO PARTS, LLC 15.95 / CONVERGEONE INC. 709.00 DANI BOETTCHER 100.87 / DAVID MEAGHER 157.29 / DBR, INC. 1,685.60 DEX IMAGING 148.39 / DIGITAL APPLESAUCE, INC. 388.00 DIGITAL INSURANCE LLC 24,132.50 / ENTENMANN-ROVIN CO. 1,258.50 / E-ONE INC 37.61 E.R. OFFICE EXPRESS INC. 1,630.15 / ERIC SNOW 74.58 / FC EXCAVATION LLC 4,065.07 HARRIS MOUNTAIN WEST-IDAHO 1,892.93 / HELICOPTER EXPRESS, INC. 96,841.00 HIGH COUNTRY LINEN SUPPLY LLC 333.55 / HUNT CONSTRUCTION, INC. 20,125.00 INTERSTATE BILLING SERVICE INC. 398.62 / JACKSON CURBSIDE, INC 2,126.00 JENNIFER REDFIELD 52.50 / JH20 WATER CONDITIONING & FILTRATIO 121.00 JH AIRPORT BOARD 129.00 / JH CHAMBERS OF COMMERCE 1,727.00 JACKSON HOLE PUBLIC ART 10,000.00 / JIM'S TROPHY ROOM 109.40 JORGENSEN ASSOCIATES PC 147,171.55 / KENNON C.TUBBS, MD LLC 19,085.00 KRISTIN WILLIAMSON 1,631.68 / LABORATORY CORPORATION 692.97 LENOVO INC. 1,875.00 / LOWER VALLEY ENERGY 20,673.64 / MARY FAULKNER 26.25 MERCK SHARP & DOHME LLC 881.09 / MED TECH SWEDEN, INC 220.00 MOUNTAIN ALARM/WATCHGUARD 237.90 / MOTOROLA SOLUTIONS INC. 5,277.76 MOVIEWORKS LLC 1,110.00 / NATIONAL CHILDREN'S ADVOCACY CENTER 2,798.00 PETE WILSON 765.04 / PLAINSMAN PRINTING & SUPPLY 641.47 PORTERS OFFICE PRODUCTS 17.74 / HAL JOHNSON JR-PROFESSIONAL EXPRES 232.00 PRUDENTIAL GROUP INSURANCE 753.12 / PRUDENTIAL GROUP INSURANCE 441.40 PRUDENTIAL GROUP INSURANCE 42.94 / PRIORITY HEALTHCARE DIST 3,284.57 QUICK MED CLAIMS LLC 716.61 / QUADIENT LEASING USA INC 228.99 CENTURYLINK QCC 1,581.72 / RIDGELINE EXCAVATION INC. 2,494.12 RICHARD STOUT 4,501.40 / RAFTER J IMPROVEMENT & SERVICE DIST 146.43 ROCKY MOUNTAIN YETI 1,086.95 / RON'S TOWING LLC 250.00 / ROBB M. SGROI 42.53 SEAWESTERN 1,023.45 / SHELLEY FAIRBANKS 52.50 / SHERVIN'S INDEP. OIL 20.00 SALT LAKE WHOLESALE SPORTS 2,608.32 / SRSC LOTS LLC 8,000.00 / STAPLES 981.53 STOTZ EQUIPMENT 497.86 / ST JOHN'S MEDICAL CENTER 8,000.00 STRYKER SALES CORPORATION 1,775.28 / ELIOR INC. 7,744.11 TETON COUNTY TREASURER 88,248.69 / TETON COUNTY TREASURER 44,500.00 TETON COUNTY TREASURER 7,125.00 / TETON MEDIA WORKS, INC. 4,919.56 THERMO FISHER SCIENTIFIC LLC 2,081.68 / THYSSEN-KRUPP ELEVATOR CORP. 6,817.29 THE MASTER'S TOUCH LLC 600.17 / THOMSON REUTERS-WEST 1,521.83 TOWN OF JACKSON 3,838.08 / TOWN OF JACKSON 21,366.13 / TOWN OF JACKSON 2,820.00 TOWN OF JACKSON 1,039.09 / TRANSMERICA EMPLOYEE BENEFITS 1,542.64 TRIHYDRO 1,614.00 / UNIVERSITY OF WY EXTENSION 29,248.08 / VISA 6,373.46 WESTERN DETENTION 236.06 / WEST BANK SANITATION 754.92 WESTERN STATES EQUIPMENT 3,270.14 / WILSON SEWER DISTRICT 230.00 WILLIAM R. SMITH M.D. 250.00 / WY CONFERENCE OF BUILDING OFFICIALS 175.00 WYOMING SECRETARY OF STATE 60.00 / XEROX CORPORATION 272.21

Publish: 05/24/23

OFFICIAL SUMMARY PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, WYOMING

The Teton County Board of Commissioners met in Special meeting on March 25, 2023 in the Commissioners Chambers located at 200 S. Willow in Jackson. The meeting was called to order at 8:48 a.m.

Commission present: Luther Propst, Chair, Mark Newcomb, and Wes Gardner were present. Natalia Macker, Vice-Chair, and Greg Epstein were absent.

ACTION ITEMS

A. Consideration of Extension of 105 Mercill Avenue Unit

• Public Notices •

Closings

Keith Gingery, Chief Deputy County Attorney, presented to the Board for consideration of approval extension of closings for both Unit 215 and 314 at 105 Mercill Avenue. These two addendums will extend the closing date from Tuesday, April 25, 2023 to Thursday, April 27, 2023. The County is prepared to close since all vouchers and resolutions were approved on Monday, April 24, 2023. But this 2-day extension will give time for the Title Company and the Seller to be prepared to close on Thursday, April 27, 2023.

A motion was made by Commissioner Gardner and seconded by Commissioner Newcomb to approve the two addendums extending the closing date by two days regarding the purchase of 105 Mercill Ave., Unit 215 and 314, Jackson, Wyoming. Chair Propst called for a vote. The vote showed all in favor and the motion carried 3-0.

ADJOURN

A motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to adjourn. Chair Propst called for a vote. The vote showed all in favor and the motion carried. The meeting adjourned at 8:51 a.m.

Respectively submitted: csw

TETON COUNTY BOARD OF COMMISSIONERS

/s/ Luther Propst, Chair

ATTEST: /s/ Maureen E. Murphy, County Clerk

Publish: 05/24/23

OFFICIAL SUMMARY PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, WYOMING
The Teton County Board of Commissioners met in special meeting on April 26, 2023 in the Commissioners Chambers located at 200 S. Willow in Jackson. The meeting was called to order at 9:03 a.m.

Commission present: Luther Propst, Chair, Natalia Macker, Vice-Chair, Mark Newcomb, Greg Epstein, and Wes Gardner were present.

WORKSHOP

A. Classification & Compensation Study Findings and Recommendations

Scott Miller, Director of Human Resources, and Stacy Parker, Compensation Consultant with OneDigital, presented findings and recommendations for an amended salary structure.

The Board took no public comment during this discussion and will accept it when the salary structure is considered for adoption. A special follow-up meeting has been scheduled for May 3, 2023.

ADJOURN

A motion was made by Commissioner Epstein and seconded by Commissioner Newcomb to adjourn. Chair Propst called for a vote. The vote showed all in favor and the motion carried. The meeting adjourned at 11:13 a.m.

Respectively submitted: csw

TETON COUNTY BOARD OF COMMISSIONERS

/s/ Luther Propst, Chair

ATTEST: /s/ Maureen E. Murphy, County Clerk

Publish: 05/24/23

OFFICIAL SUMMARY PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, WYOMING
The Teton County Board of Commissioners met in regular meeting on May 1, 2023 in the Commissioners Chambers located at 200 S. Willow in Jackson. The meeting was called to order at 9:00 a.m.

Commission present: Luther Propst, Chair, Natalia Macker, Vice-Chair, Mark Newcomb, Greg Epstein, and Wes Gardner were present.

ADOPT AGENDA

A motion was made by Commissioner Epstein and seconded by Commissioner Macker to adopt the agenda as presented. Chair Propst called for a vote. The vote showed all in favor and the motion carried.

PUBLIC COMMENT

There was no public comment.

ACTION ITEMS

1. Consideration of Payment of County Vouchers

A motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to approve the May 1, 2023 county voucher run in the amount of \$3,933,326.25, and an interfund transfer in the amount of \$785,680.82, noting a voucher for the 1st Floor of 105 Mercill property in the amount of \$2,744,919.25, and a substantial voucher for the Parks & Recreation Center Expansion project. Chair Propst called for a vote. The vote showed all in favor and the motion carried.

2. Consent Agenda for Administrative Items

a. 24-Hour Liquor Permits

b. SLIB Drawdowns

c. Tax Corrections

d. Human Service/Community Development Contracts for Service

3. Consideration of Proposed Outgoing Commissioner Correspondence

a. Letter of Support to Jackson Hole Mountain Resort re:

Wilson to Stilson Project

A motion was made by Commissioner Macker and seconded by Commissioner Epstein to approve the letter as presented.

Chair Propst called for a vote. The vote showed all in favor and the motion carried.

b. Letter of Support for Silver Star Communications, Wyoming CPF Grant Program (2023)

A motion was made by Commissioner Epstein and seconded by Commissioner Macker to approve the letter as presented.

Chair Propst called for a vote. The vote showed all in favor and the motion carried.

1. Consideration of Purchase of 105 Mercill Ave., Units 101, 102, 103 and 104

Keith Gingery, Chief Deputy Attorney, presented to the Board for consideration of approval a resolution authorizing Commissioners to sign closing documents. The Board of County Commissioners approved a buy/sell agreement in December 2021 with Mercill Partners, LLC to purchase the 1st floor for \$5,488,800.00. Two previous payments have been paid, the third and final payment is being approved today in the Voucher Run. Closing will be on Thursday, May 4, 2023. Leases for the Children's Museum and Happy Kidz Day Care will be on the May 16, 2023 agenda, the new tenants of the 1st floor. There was no public comment.

A motion was made by Commissioner Macker and seconded by Commissioner Epstein to approve the Resolution giving authority for any of the 5 county commissioners to sign closing documents regarding the purchase of 105 Mercill Ave., Units

101, 102, 103, and 104, Jackson, WY. Chair Propst called for a vote. The vote showed all in favor and the motion carried.

2. Consideration of FY24-25 TANF Application

Maureen Murphy, Clerk, presented to the Board for consideration of approval a request to submit a TANF/CPI grant application amendment to the Department of Family Services for the Grant period October 1, 2023 through September 30, 2024. There was no public comment.

A motion was made by Commissioner Macker and seconded by Commissioner Epstein to approve the submission of a grant application to the Wyoming Department of Family Services for a TANF/CPI grant for Teton County Community Partnership for Needy Families in the amount of \$71,750.00. Chair Propst called for a vote. The vote showed all in favor and the motion carried.

DISCUSSION ITEMS

1. Known Matters for Discussion

A. Identify Consent Agenda

The agenda for May 2, 2023 was reviewed and items for the potential consent agenda were identified.

B. US Forest Service Social Survey FY23 Funding Request – Alyssa Watkins, Board of County Commissioners, described a request from the Forest Service of Teton County and other counties to contribute financially to a study.

2. Other Matters for Discussion

MATTERS FROM COMMISSIONERS

1. Calendar review - The Board reviewed their weekly calendar.

The meeting recessed at 9:15 a.m. and reconvened at 9:28 a.m.

BUDGET WORKSHOP

The following County Department heads and staff presented

Fiscal Year 2024 Budget Requests.

- Planning/Building – Chris Neubecker, Director of Planning & Building Services

- UW Extension - Mary Martin, UW Extension West-Area Educator

- W&P - Erika Edmiston, District Supervisor, and Mark Daluge, Assistant Supervisor

- Human Resources – Scott Miller, Human Resources Director

The meeting recessed at 10:55 a.m. and reconvened at 11:01 a.m.

- Public Health/Health Officer – Jodie Pond, Director of Public Health, and Carol Chapelle Accounting Specialist

SPECIAL EVENTS PERMITS – Applications Pending (for informational purposes, no action taken)

- Elkhorn 100 Endurance Race – July 28th – 29th, 2023;

Starts in Afton, and ends in Jackson at Phil Baux Park; Endurance Race; Number of attendees – 110

- Grand Teton Marathon & 5K – June 2nd – 3rd, 2023; From Stilson Lot to Snake River bridge to Spring Gulch Rd. and finishing at JH Golf & Tennis; Event expo and half marathon;

Number of attendees – 3800

- In a Landscape – July 31st, 2023; The Woodbury Preserve (1250 E Cache Creek Dr.); Classical music concert in the wild;

Number of attendees – 400

- Astoria May Hooray – May 5th, 2023; Riverside Lawn at Astoria Park; family friendly event to welcome spring; number of attendees – 150

- Paws Pet Gala – June 30th, 2023; 2000 South Park Ranch Road, Jackson, WY 83001; Pet event with live music, dinner and auction; number of attendees – 282

ADJOURN

A motion was made by Commissioner Epstein and seconded by Commissioner Newcomb to adjourn. Chair Propst called for a vote. The vote showed all in favor and the motion carried. The meeting adjourned at 11:16 a.m.

Respectively submitted: csw

TETON COUNTY BOARD OF COMMISSIONERS

/s/ Luther Propst, Chair

ATTEST: /s/ Maureen E. Murphy, County Clerk

ACE HARDWARE 1,519.05 / ADVANCED SIGN LLC 91.99 / A.J. WHEELER M.D. 260.00 ALLEGIANCE BENEFIT

PLAN MGMT 101,682.25 ALLEGIANCE BENEGIT PLAN MNGT INC. 61.75 / ALPHAGRAPHS 442.73 AMAZON

CAPITAL SERVICES, INC. 2,648.65 / ANN ADAIR ESSARY FLYNT 2,117.50 ANDERSON MASON DALE ARCHITECTS

133,300.00 / ANNA DAY 28.58 / APRIL NORTON 48.14 AT&T MOBILITY 3,539.45 / BOUND TREE MEDICAL, LCC

146.50 / BRIAN COE 173.48 CATOR, RUMA & ASSOCIATES 6,650.00 / CENTURYLINK 2,792.07 CLARKS' BROAD-

WAY AUTO PARTS, LLC 19.58 / COCA COLA BOTTLING COMPANY 25.00 COMMUNITY ENTRY SERVICES

11,333.33 / COMMUNITY FOUNDATION OF J.H. 5,000.00 CURRAN-SEELEY FOUNDATION 4,047.00 / DEX IMAG-

ING 188.63 DREAMLAND SKATEPARKS, LLC 36,860.00 / EMMETT HORVATH 246.80 EMILY & JON BIRDSONG

16,000.00 / emsCHARTS, INC. 967.54 / ENERGY 1 LLC 175.00 ERIKSEN-MEIER CONSULTING LLC 3,960.00 / E.R.

OFFICE EXPRESS INC. 1,887.02 ERIKA VOORHEES 475.00 / EVANS CONSTRUCTION COMPANY 18,565.75 FIRE

SERVICES OF IDAHO INC. 740.00 / GLEN OWINGS 48.47 / GRAINGER 329.48 HARMONY DESIGN , INC. 7,372.60 /

HAAS & WILKERSON INSURANCE 1,210.00 HERB HAY-WORTH 300.00 / HIGH COUNTRY LINEN SUPPLY LLC

1,824.48 HILL REFRIGERATION LLC 120.00 / HUNT CON-STRUCTION, INC. 10,390.00 ICMA 1,200.00 / JAKE HAY-

WORTH 300.00 / JACKSON PEDIATRICS,P.C. 800.00 JH COMMUNITY COUNSELING CENTER 1,305.00 / KNOW-

BE4 INC 8,700.00 LA FAMILIA COUNSELING SERVICES 2,760.00 / LENOVO INC. 14,822.00 LEXIPOL, LLC 8,032.50 / L.N. CURTIS & SONS 8,977.30 LONG BUILDING TECH-

NOLOGIES, INC. 1,976.00 / MARQUIS AWARDS 860.46 MADISON MILLER 619.50 / MAURENE GUSTAFSON

36.25 / MASTERCRAFT POOL & SPA 643.96 MCKINLEY COX 1,070.21 / MD NURSERY & LANDSCAPING INC.

749.63 MERCILL PARTNERS, LLC 2,744,919.25 / MERCK SHARP & DOHME LLC 1,568.01 MOLD PRO OF IDAHO

INC. 754.05 / NORTH PARK TRANSPORTATION 312.10 OLDCASTLE INFRASTRUCTURE, INC 6,304.24 / PESTWEST

USA, LLC 139.90 POOL & HOT TUB ALLIANCE 917.00 / RON'S TOWING LLC 260.00 SENIOR CENTER OF JH

48,338.75 / SHANE FLUD 52.50 / SHERVIN'S INDEP. OIL 155.27 SMITHS CUSTOMER CHARGES 417.32 / SNAKE

RIVER SUPPLY, LLC 392,400.00 SOUTH PARK NURSERY AND LANDSCAPING 7,647.50 / STERICYCLE, INC. 317.96

ST JOHN'S HEALTH 78.50 / STINKY PRINTS LLC 22.08 TETON COUNTY HEALTH DEPARTMENT 20.00 / TETON

COUNTY TREASURER 159,897.76 TETON MEDIA WORKS, INC. 1,566.00 / TETON YOUTH & FAMILY SERVICES

4,964.90 TOWN OF JACKSON 2,907.39 / TOWN OF JACKSON 300.00 / TOWN OF JACKSON 81,827.00 TOWN OF JACKSON 553.66 / ULINE 250.20 / WY DEPT OF WORK-FORCE SERVICES 920.29 VISA 8,433.51 / WARD-BLAKE ARCHITECTS 6,177.20 / WARREN PENNICK 52.50 WEST BANK SANITATION 21,330.49 / WILSON HARDWARE 108.00 WILLIAM R. SMITH M.D. 1,300.00 / WSP USA INC 416.50 WYOMING DEPARTMENT OF REVENUE 117.69 / WYOMING FIRST AID & SAFETY SUPPLY 40.69 XEROX FINANCIAL SERVICES 719.28 / XEROX CORPORATION 864.38 Y2 CONSULTANTS LLC 3,088.75 / YELLOW IRON EXCAVATING, LLC 2,425.00

Publish: 05/24/23

OFFICIAL SUMMARY PROCEEDINGS
OF THE BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, WYOMING

The Teton County Board of Commissioners met in regular meeting on May 2, 2023 in the Commissioners Chambers located at 200 S. Willow in Jackson. The meeting was called to order at 9:01 a.m. and the Pledge of Allegiance was recited.

ROLL CALL

County Commission: Luther Propst, Chair, Natalia Macker, Vice-Chair, Mark Newcomb, Greg Epstein, and Wes Gardner were present.

ADOPTION OF AGENDA

A motion was made by Commissioner Epstein and seconded by Commissioner Macker to adopt today's agenda as presented. Chair Propst called for the vote. The vote showed all in favor and the motion carried.

MINUTES

A motion was made by Commissioner Macker and seconded by Commissioner Epstein to approve the 4-17-2023 and 4-18-2023 minutes. Chair Propst called for the vote. The vote showed all in favor and the motion carried.

CONSENT AGENDA

A motion was made by Commissioner Macker and seconded by Commissioner Epstein to place the following Matters from Staff on a Consent Agenda:

2. Consideration of 2023 Old Bill's Grant Program Applications

3. Consideration of Wilson to Stilson Pathway Easements – K Ohnmeis – CONTINUED FROM APRIL 11, 2023

4. Consideration of Pathways Sealing and Repair

5. Consideration of Use of EMP funds for the Recreation Center Expansion Project

6. Consideration of Approval of Contract with Architect for Health Department Remodel

7. Consideration of Donation of Surplus Vehicle

9. Consideration of Findings of Fact and Conclusions of Law for Contested Case Hearing - Linn v. Planning Director

10. Consideration of an Additional Service Request #1- Construction Administration with Harmony Design & Engineering for the Cattleman's Bridge Vegetation Mitigation Project

12. Consideration of Approval of the 2023 Wildland Firefighting Annual Operating Plan

14. Consideration of Transportation Alternatives Program Grant Agreement Amendment #1

15. Consideration of Wilson School Underpass Easements – EZ Ranch

Chair Propst called for a vote. The vote showed all in favor and the motion carried.

A motion was made by Commissioner Epstein and seconded by Commissioner Macker to approve the items on the Consent Agenda with the motion as stated in their respective staff report. Chair Propst called for the vote. The vote showed all in favor and the motion carried.

MATTERS FROM COMMISSION AND STAFF:

2. Consideration of 2023 Old Bill's Grant Program Applications To approve and affirm JH Fire/EMS, ISWR, Health Department, Jackson/Teton County Affordable Housing Department, and Teton County/Jackson Parks and Recreation applications to the 2023 Old Bill's Fundraising and Grant program.

3. Consideration of Wilson to Stilson Pathway Easements – K Ohnmeis – CONTINUED FROM APRIL 11, 2023

To approve the Wildlife Fence Construction and Access & Pathway Construction and Access Easement and Agreement from Keith Ohnmeis for construction of the Wilson to Stilson Pathway.

4. Consideration of Pathways Sealing and Repair

To approve the contract with R&D Sweeping & Asphalt Repair, LC for the 2023 Pathways Sealing and Asphalt Repair Project in the amount of \$151,266.00.

5. Consideration of Use of EMP funds for the Recreation Center Expansion Project

To approve the use of \$1,080,000 in Energy Mitigation Program (EMP) Funds for the Rec Center Expansion Project with GE Johnson Construction.

6. Consideration of Approval of Contract with Architect for Health Department Remodel

To approve the contract with coRRnice Architecture for interior architectural design work and the development of as-built plans of the Health Department in an amount not to exceed \$7,488.00.

7. Consideration of Donation of Surplus Vehicle

To approve the application and request for transfer of (1) surplus vehicle to Teton County, ID.

9. Consideration of Findings of Fact and Conclusions of Law for Contested Case Hearing - Linn v. Planning Director

To approve the Findings of Fact and Conclusions of Law for Contested Case Hearing – Linn v. Planning Director.

10. Consideration of an Additional Service Request #1- Construction Administration with Harmony Design & Engineering for the Cattleman's Bridge Vegetation Mitigation Project

To approve Additional Service Request #1 - Construction Services with Harmony Design & Engineering for the Cattleman's Bridge Vegetation Mitigation Project in the amount of \$19,500.

12. Consideration of Approval of the 2023 Wildland Firefighting Annual Operating Plan

To approve the 2023 Wildland Fire Management Annual Operating Plan

14. Consideration of Transportation Alternatives Program Grant Agreement Amendment #1

To approve the Transportation Alternatives Program Grant Agreement Amendment #1.

15. Consideration of Wilson School Underpass Easements – EZ Ranch

To approve the Temporary Construction Easement and the Pathway Access Easement from EZ Ranch LLC for the Wilson School Pathway Underpass project.

DIRECT CORRESPONDENCE

• Public Notices •

1. Dan Reyes 4/11/2023 email regarding Grand Targhee Resort Applications
2. Gloria Courser 4/12/2023 email regarding Years of Service Question
3. Sam McGee 4/12/2023 email regarding Highway 89 Zoning
4. Shawn Hill 4/12/2023 email regarding Targhee Resort Applications
5. Gloria Courser 4/13/2023 email regarding Service Records
6. Frank Lyons 4/13/2023 email regarding SPET
7. Jessica Chambers 4/14/2023 email regarding Bird Feeders and Avian Flu
8. Amy Kuszak 4/14/2023 email regarding Grand Targhee Cabins
9. Amy Kuszak 4/14/2023 email regarding SRCRR Application
10. Chi Melville 4/14/2023 email regarding Grand Targhee Cabins
11. Ken Fritschel 4/14/2023 email regarding Grand Targhee Cabins
12. Allen Monroe 4/16/2023 email regarding Grand Targhee Resort
13. Barbara Aronowitz 4/17/2023 email regarding Grand Targhee Cabins
14. Robert Frodeman 4/17/2023 email regarding Hobck Water and Sewer
15. Annette Eliason 4/17/2023 email regarding Grand Targhee Resort
16. Garret House 4/17/2023 email regarding Snake River Sporting Club
17. Rick Richter 4/17/2023 email regarding Grand Targhee Cabins
18. Margaret Pittman 4/17/2023 email regarding WYDOT Housing
19. Kristin Robbe 4/17/2023 email regarding Grand Targhee Development
20. Teton County, Idaho Commission 4/17/2023 email regarding Grand Targhee Development
21. American Red Cross 4/17/2023 email regarding Appreciation for Red Cross Awareness
22. Sandy Shuptrine 4/17/2023 email regarding Steep Slopes
23. Sean McGuinness 4/17/2023 email regarding Grand Targhee Cabins
24. Christine Kosydar 4/17/2023 email regarding Grand Targhee Cabins
25. Cindy A Lucey 4/17/2023 email regarding Grand Targhee Cabins
26. Erika Conly 4/18/2023 email regarding Grand Targhee Cabins
27. Kevin Byrne 4/18/2023 email regarding Grand Targhee Cabins
28. Anne Callison 4/18/2023 email regarding Grand Targhee Cabins
29. Jordan Griffin 4/19/2023 email regarding Grand Targhee Cabins
30. Anne Hindman 4/18/2023 email regarding Grand Targhee Cabins
31. Elisabeth Collins 4/20/2023 email regarding TV Board of Directors Special Districts
32. Benj Sinclair 4/20/2023 email regarding Fencing Regulations
33. Chi Melville 4/20/2023 email regarding Grand Targhee Cabins
34. Kathy Lynch 4/20/2023 email regarding ZMA2022-0005
35. Paul Hansen 4/21/2023 email regarding Tribal Trails
36. John Coakley 4/21/2023 email regarding Single-Family Zoning
37. Tyler Sinclair 4/21/2023 email regarding Joint Department Funding Split Request Letter
38. Keith Benefiel 4/24/2023 email regarding Millenium Trail
39. START 4/24/2023 email regarding Letter of Support for Project Management Position
40. Scott Eastman 4/24/2023 email regarding Zoning Map Amendment Hwy 89
41. Matt Larson 4/24/2023 email regarding FY 2024 Budgets
42. Julie Hodges 4/25/2023 email regarding Property Taxes
43. Tim Young 4/25/2023 email regarding FY24 Budgets

PUBLIC COMMENT

Public comment was given by Jonathan Summer regarding allowed uses related to DEV2020-0005, Teton Pines LLC application for pool and pickleball court redevelopment. Public comment was given by Tim Young regarding Wilson-Stilson Pathway.

MATTERS FROM COMMISSION AND STAFF

1. Consideration of 2022 SPET Distribution Schedule-1st Year Only

Katie Smits, Teton County Treasurer, presented to the Board for consideration of approval a resolution approving the Distribution Schedule for the 2022 SPET funds for the first year. Voters approved \$166,435,139 in Specific Purpose Excise Tax projects on November 8, 2022. The County Treasurer shall distribute the funds to the sponsoring entities of the projects. The Teton County Board of County Commissioners must approve by resolution the distribution schedule being proposed by the County Treasurer. Since this is a multi-year SPET and most projects are not shovel-ready, having the first-year funding schedule is the most practical option at this time.

Public comment was given by Kevin Cochary.

A motion was made by Commissioner Epstein and seconded by Commissioner Newcomb to approve the Resolution Approving Distribution of Revenues for Teton County, State of Wyoming 2022 Specific Purpose Excise Tax. Chair Propst called for a vote. The vote showed all in favor and the motion carried. Chair Propst called for a vote. The vote showed all in favor and the motion carried.

11. Consideration of Loan Application and Resolution to SLIB for Courthouse
Sarah Mann, Director of General Services, presented to the Board for consideration of approval a loan application to the Wyoming State Lands and Investment Board (SLIB) Capital Construction Loan for the construction of the new Teton County Courthouse and Sheriff Office/Detention Facility. At a workshop on February 27, 2023, the Commissioners directed staff to work on construction of a new Teton County Courthouse (TCCH) and Sheriff Office/Detention Facility. Staff convened a finance committee for the planning of the funding for this project that consisted of BCC Administrator, Treasurer, Clerk, Deputy County Attorney, and Director of General Services. The committee discussed several options for the financing of the courthouse including SPET, sales tax, bonds and the Capital Construction Loan. The SLIB Capital Construction

Loan program is the easiest and straightest path forward for securing funding to move forward.

Public comment was given by Judge Melissa Owens, Judge Curt Haws, Margie Lynch, and Attorney Erin Weisman.

A motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to approve the application to the Wyoming State Land and Investment Board for the Capital Construction Loan program in the amount of \$80,000,000 for the construction of the Teton County Courthouse and Sheriff Office/Detention Facility. I further move to approve committing the \$30,000,000 of funding from the following County sources: \$7.5 million Capital Reserve fund, \$2,395,526 Energy Mitigation Fund, \$4,228,068 LATCF allocation and \$15,876,406 Fund 37 fund balance. Chair Propst called for a vote. The vote showed all in favor and the motion carried.

8. Consideration of Adoption of Property Tax County Relief Rules

Abigail Moore, Deputy County Attorney, presented to the Board for consideration of approval to begin the 45-day public comment period on the new County Property Tax Refund Rules.

The Wyoming Legislature created a county optional property tax refund program in 2022. Senate File 19 (2022 Wyo. Session Laws Ch. 59) allows for a county to create a property tax refund program in their county if the BCC so chooses to do so. All funding for the program comes solely from the County. The Board of County Commissioners must determine the percentage amount eligible for refund and must appropriate funds for the program.

There was no public comment.

A motion was made by Commissioner Macker and seconded by Commissioner Epstein to authorize the County Clerk to advertise and provide notice of the potential adoption of Title 11 Teton County Property Tax Refund Program Rules and to begin a 45 day comment period for the potential adoption of these rules. Chair Propst called for a vote. The vote showed all in favor and the motion carried.

13. Consideration of 2021 International Energy Conservation Code – Adoption

Chris Neubecker, Planning and Building Director, and Billy Nunn, Building Official, presented to the Board for consideration of approval the 2023 Teton County Energy Conservation Code Resolution, which includes the 2021 International Energy Conservation Code (IECC).

Pursuant to Wyoming Statute §35-9-121, Teton County is allowed by the State Fire Marshal to exercise local enforcement authority for fire, building, existing building standards, and electrical standards. Teton County is required to adopt minimum standards by resolution that are equivalent to or more stringent than those applicable standards adopted by the State of Wyoming. Teton County presently is operating under the 2021 codes that went into effect on May 1, 2022.

Public comment was made by Margie Lynch (in-person) and Scott Paulson (via Zoom).

A motion was made by Commissioner Macker and seconded by Commissioner Epstein to approve the International Energy Conservation Codes Adoption Resolution, taking effect on June 1, 2023.

A motion was made by Commissioner Newcomb and seconded by Commissioner Propst to amend the main motion with the following changes:

- To Delete the word “Delete” in the clause “Delete sections C402.5.1.5, C402.5.2, C402.5.3, and C408.2 through C408.2.4,” which would be effective June 1, 2024
- To delete the word “Delete” in the clause “N1102.4.1.2 (R402.4.1.2) Testing. Delete.”

The meeting recessed at 10:18 a.m. and reconvened at 10:26 a.m.

Commissioner Newcomb withdrew his motion.

A motion was made by Commissioner Gardner and seconded by Commissioner Newcomb to amend the original motion made by Commissioner Macker to remove the word “Delete” from sections C402.5.1.5, C402.5.2, C402.5.3, and C408.2 through C408.2.4 with an effective date of June 1, 2025. Additionally, to delete the word “Delete” in the clause “N1102.4.1.2 (R402.4.1.2) Testing. Delete.,” and add the effective date of June 1, 2025, and to delete the word “Delete” in the clause “N1103.3.5 (R403.3.5) Duct testing. Delete.,” with the effective date of June 1, 2025.

The vote showed four in favor and the motion carried 4-1 with Commissioner Epstein opposed.

Chair Propst called for a vote on the first motion made by Commissioner Macker. The vote showed all in favor and the motion carried 5-0.

MATTERS FROM PLANNING AND DEVELOPMENT

1. Permit: ZMA2022-0005
Applicant: 89 LLC
Presenter: Erin Monroe
Request: Teton County is considering an amendment to the Teton County Official Zoning Map for approximately 2.52 acres currently zoned Neighborhood Conservation (NC) to Business Park (BP). The subject sites are located at 4365 and 4355 S Highway 89 and are within the Jackson/Teton County Comprehensive Plan’s Subarea 7.1: South Park Business Park, and border Subarea 9.3 Existing County Valley Subdivision and Subarea 10.1 Southern South Park. This zoning map amendment request is from the property owners, Robert Kilmain and 89, LLC.

Location: 4355 & 4365 S HIGHWAY 89
Erin Monroe, Associate Long-Range Planner, presented to the Board for consideration of approval a request to amend the Official Zoning Map for 4355 & 4365 S Highway 89, that is currently Neighborhood Conservation (NC). The total acreage between the two properties for rezoning consideration is 2.52 acres. The requested zoning is Business Park. The Applicants, 89 LLC & Bob Kilmain, are requesting a rezone for the subject parcels. The rezone is being requested so that the property owners could propose a light industrial and accessory residential unit (ARU) project for the site. The application indicates a shortage of light industrial spaces in the community and suggests that this rezone application, and subsequent planned development, is intended to contribute to creating these spaces. The Applicants plan to use some of these future spaces for their own businesses, as well as offer spaces to other small and local light industrial businesses. The dual goal of the project, as stated by the Applicants, is to build Workforce Deed Restricted accessory residential housing units. Ryan Hostetter, Senior Long-Range Planner, answered questions from the Board.

Bob Kilmain, Craig Olivieri, and Kathy Lynch, Applicants,

commented on the application and gave a presentation. Public comment was given by Jack Vosika, Jake Vosika, Scott Mellor, Julie Zell, Karen Parent, and Heidi McBride. George Putnam, Cirque Consulting, for the Applicant, commented on the application.

The meeting recessed at 11:51 a.m. and reconvened at 1:32 p.m.

Bob Kilmain and Ryan Hostetter answered questions from the Board.

A motion was made by Commissioner Macker and seconded by Commissioner Newcomb to continue ZMA2022-0005 to the BCC June 6 Meeting. Chair Propst called for a vote. The vote showed all in favor and the motion carried.

MATTERS FROM COMMISSION – none.

ADJOURN

A motion was made by Commissioner Epstein and seconded by Commissioner Macker to adjourn. Chair Propst called for a vote. The vote showed all in favor and the motion carried. The meeting adjourned at 3:06 p.m.

Respectively submitted: csw

TETON COUNTY BOARD OF COMMISSIONERS

/s/ Luther Propst, Chair

ATTEST: /s/ Maureen E. Murphy, County Clerk

Publish: 05/24/23

OFFICIAL SUMMARY PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, WYOMING
The Teton County Board of Commissioners met in regular meeting on May 3, 2023 in the Commissioners Chambers located at 200 S. Willow in Jackson. The meeting was called to order at 9:01 a.m.

Commission present: Luther Propst, Chair, Natalia Macker, Vice-Chair, Mark Newcomb, Greg Epstein, and Wes Gardner were present.

CLASSIFICATION & COMPENSATION – Continued Discussion

On April 26, 2023, the Board of County Commissioners heard recommendations and study findings from OneDigital Consulting. There was no comment taken at that meeting. Today, the Board heard comments from Elected Officials, Staff, and the public.

Scott Miller, Director of Human Resources, gave a presentation explaining changes to the process of creating salary and compensation decisions.

Stacy Parker, OneDigital Consultant, and Alyssa Watkins, Board of County Commissioners Administrator, answered questions from the Board.

Comments were made by Erin Weisman, Teton County Attorney, Matt Carr, Sheriff, Anne Sutton, Clerk of District Court, Maureen Murphy, County Clerk, Jodie Pond, Director of Public Health, Steve Ashworth, Director of Parks & Recreation, and Trevor Atken, Sheriff Training Sergeant.

Commissioner Epstein left the meeting at 9:55 a.m.

No action was taken. Additional compensation discussions may occur on May 8, 2023.

ADJOURN

A motion was made by Commissioner Macker and seconded by Commissioner Newcomb to adjourn. Chair Propst called for a vote. The vote showed four in favor and the motion carried 4-0. The meeting adjourned at 10:59 a.m.

Respectively submitted: csw

TETON COUNTY BOARD OF COMMISSIONERS

/s/ Luther Propst, Chair

ATTEST: /s/ Maureen E. Murphy, County Clerk

Publish: 05/24/23

TETON COUNTY DIVISION OFFICES

• PUBLIC NOTICE •

NOTICE OF PUBLIC REVIEW

TETON COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

Tuesday,
06/20/2023

Notice is hereby given that a Public Hearing will be held by the Teton County BOARD OF COUNTY COMMISSIONERS for the purpose of considering the applications listed below pursuant to the Wyoming State Statutes, Sections 16-3-101, et. seq. 18-5-201, et. seq. and 18-5-301, et. seq. as applicable. The Public Hearing will be held in the Commissioners Meeting Room of the Teton County Administration Building at 200 S. Willow Street in Jackson, Wyoming on Tuesday, 06/20/2023, in their regular meeting which begins at 09:00 AM. Information regarding the applications listed below may be obtained from the Teton County Planning and Building Services Department, Monday through Friday, 8:00 AM to 5:00 PM, telephone 307-733-3959.

Applicant: Nelson Engineering, Taylor Cook
Permit No.: BDJ2023-0002

Request: A Boundary Adjustment pursuant to Section 8.5.5 of the Land Development Regulations to adjust the property boundaries between Lots 15 and 16 of the Double R Ranch II Subdivision.

Location: 1350 and 1455 E Elk Drive are Lots 15 and 16 of the Double R Ranch II Subdivision. The parcels are a half mile south of Hoback Junction and Lot 15 is adjacent to the Snake River. Both lots are zoned Rural-3 and are in both the Natural and Scenic Resources Overlays.

Publish: 05/24/23

• CONTINUED PUBLICATIONS •

CALL FOR BIDS

Teton County School District Number 1
JACKSON HOLE HIGH SCHOOL SECURE VESTIBULE ADDITION AND RENOVATION
Jackson, Wyoming

The Board of Trustees, Teton County School District No. 1 (the Owner) is receiving lump sum sealed proposals for the Jackson Hole High School Secure Vestibule Addition and Renovation, Jackson, Wyoming. This project consists of miscellaneous

• Public Notices •

interior office renovations and security doors at Jackson Hole High School.

The Contract Documents will be available after April 27th for download by visiting the State Construction website:

- <http://stateconstruction.wyo.gov/> Choose School Facilities Division.
- Steps
- Step One fi Click on the “Projects, and choose “Listing of Upcoming and Current District Projects fi Quest CDN.
- Step Two fi Find the project that you are interested in and click on the project name.
- Step Three fi Across the top will be a tool bar stating “view plan holders, download project pdf, addenda and view plans.
- To download the RFP documents you will want to click on “download project PDF,
- Step Four fi Once you click on “download project PDF, you will want to click on the “join, button. It is here you will fill out all of your companies’ information which will be added to the plan holders list and you will receive the RFP documents. A Mandatory Pre-Bid Conference will be held May 25th, 2023, beginning at 1:00 p.m. District Offices, 1235 Gregory Lane, Jackson, Wyoming 83001. All Prime Bidding General Contractors wishing to have their bid considered for the work shall attend. Sub-contractors and suppliers are not required to attend, but are welcome.

All proposals must be accompanied by a Bid Bond or Cashier’s Check in the amount of ten percent (10%) of the maximum amount of the proposal. The successful bidder shall provide a 100% Performance and Payment Bond. Preference will be given to Wyoming Contractors as defined by Wyoming Statutes Section 16-6-101, et seq. The bidder is required to comply with all applicable local, state, and federal laws.

The Owner reserves the privilege of rejecting any or all proposals or waiving any irregularities or formalities in any proposal in the bidding. Submit written proposals to: Board of Trustees, Teton County School District No. 1, Central District Office. 1235 Gregory Lane, PO Box 568, Jackson, WY 83001. Sealed proposals shall be marked “Wilson Elementary School Entry Renovation, and shall state the name of the company bidding on the outside of the envelope. Proposals must be received by June 8th, at 1:00 p.m. Proposals will not be accepted after this date and time.

Dated: May 4th, 2023 Teton County School District No. 1
Gillian Chapman, Superintendent
Publish: 05/10, 05/17, 05/24/23

REQUEST FOR PROPOSALS

Jackson, Wyoming
Teton County Trash Transfer Station: Onetime Scrap Metal Cleanup
Teton County Recycling Center: Tin Can Bundle Recycling and Lead Acid Battery Recycling

Notice is hereby given that Teton County Integrated Solid Waste and Recycling (ISWR) is accepting Bids for scrap metal clean-up, tin can bundle (TCBs) recycling and lead acid battery recycling.

Teton County is seeking a Contractor to process/bale, remove and recycle stockpiled scrap metal at the Teton County Trash Transfer Station. The facility is located approximately six miles south of the Town of Jackson, Wyoming at the County’s Horsethief Canyon Trash Transfer Station site. The proposed price shall include processing, hauling, and post-processing cleanup of the site with a magnet and be provided in net tons.

Teton County ISWR is also seeking a Contractor to pick up and recycle tin can bundles (TCBs) and lead acid batteries located at the recycling center at 3270 S. Adams Canyon Road, Jackson, WY.

Bid details and forms can be accessed on the Public Purchase website (<https://www.publicpurchase.com> bid id: 172932) and are due by 9:00 am MST on Friday, May 26, 2023. Each proposal will be evaluated based on price and schedule availability. Teton County ISWR reserves the right to reject any or all proposals and to accept one, all, or no bids.
Publish: 05/17, 05/24/23

TOWN OF JACKSON NOTICES

• OFFICIAL PROCEEDINGS •

TOWN COUNCIL PROCEEDINGS - UNAPPROVED
MAY 15, 2023 JACKSON, WYO-MING

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 Morton Levinson, Arne Jorgensen, and Jim Rooks. Virtual: Jonathan Schechter. Absent: Jessica Sell Chambers. Mayor Morton Levinson gave a moment of silence for Bob Shervin proclaimed National Police Week and National Public Works Week, and introduced Raquel Kopeck, Community Service Officer. Public Comment. Michael Stern made public comment. Consent Calendar. A motion was made by Arne Jorgensen and seconded by Jim Rooks 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 May 1, 2023 Regular Town Council Meeting and May 8, 2023 Special Town Council Workshop.
B. Disbursements. To approve disbursements as presented. 842-NCPERS GROUP WYOMING \$96.00; ACE EQUIPMENT & SUPPLY \$505.60; ACE HARDWARE \$1,344.88; AFLAC \$2,399.87; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$91,550.89; ALPHAGRAPHS \$529.66; AMAZON

\$2,579.82; AMERICAN DIVERSITY BUSINESS SOLUTIONS \$1,360.06; ANDERS GLASS AND TINT \$1,080.00; ANTLER MOTEL, INC. \$172.00; ARISTORENAS, MARIA \$450.00; AT&T \$295.11; AXON ENTERPRISES, INC \$47,327.15; BADILLO, MARCELA \$450.00; BAKER, DAVID \$265.50; BERGMAN, PIERRE \$450.00; BIG R RANCH & HOME \$144.94; BISCO \$424.92; BISON LUMBER \$5.85; BLUE SPRUCE CLEANERS, INC \$238.52; BRIGGS, ERIC L \$403.15; BURKHOLDER, SHAWN \$1,850.00; CARQUEST AUTO PARTS INC. -\$1,990.71; CASELLE INC. \$3,734.00; CENTURYLINK \$337.99; CHARLIE’S PLUMBING OF JH \$225.00; CITY OF DRIGGS \$1,917.92; CIVICPLUS \$1,019.23; CONRAD & BISCHOFF INC. \$66,118.72; CONVERGEONE, INC \$1,960.00; CORE & MAIN LP \$3,799.95; DAWSON INFRASTRUCTURE SOLUTIONS \$653.39; DAY, JEAN \$450.00; DEAN’S PEST CONTROL LLC \$250.00; DELTA DENTAL PLAN OF WYOMING \$8,371.20; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$300.00; ENERGY LABORATORIES INC. \$2,309.00; ETNA TRADE PARK LLC \$4,062.00; EVANS, SARA \$300.00; FERGUSON ENTERPRISES, INC \$4.41; FIGJAM ENTERPRISES, LLC \$7,350.00; FIRE SERVICES OF IDAHO \$5,696.57; FRITTS, JASON \$450.00; GE SOFTWARE \$80.00; GILLIG LLC -\$1,139.27; GRAFIX SHOPPE INC. \$3,196.23; GRAND VIEW CONDO ASSOC \$40.88; GRANICUS, LLC \$887.50; HD FOWLER COMPANY \$139.25; HEALTHIEST YOU \$1,393.20; HERNANDEZ, BRANDON \$450.00; HIGH COUNTRY LINEN \$1,238.74; HUB INTERNATIONAL \$1,679.00; IDAHO STATE TAX COMMISSION \$4,491.00; INTERMOUNTAIN SALES OF DENVER, INC \$945.00; INTERSTATE BATTERY \$304.85; IVY OUTDOOR SERVICES LLC \$5,398.00; JACKSON DOWNTOWNER, LLC \$166,236.91; JACKSON GROUP LOCKBOX \$97.68; JACKSON HOLE NEWS & GUIDE \$3,051.60; JACKSON LUMBER INC \$671.21; JACKSON PAINT AND GLASS, INC. \$1,760.00; KENWORTH SALES COMPANY DEPT #1 \$346.84; KNECHT, CRAIG \$147.86; KRUEGER, ERICA JADE \$450.00; LEPCO \$1,894.80; LOCAL GOVT LIABILITY POOL \$1,000.00; LOEBE, MARC \$155.00; LOWER VALLEY ENERGY INC \$40,079.81; MARKMAN, JASON \$1,900.00; MEAD & HUNT \$5,120.00; METROQUIP INC \$5,327.36; MEXIA, DOMINGO \$680.00; MSC INDUSTRIAL SUPPLY CO \$383.05; NAPA AUTO PARTS INC. \$1,817.48; NELSON ENGINEERING \$6,412.50; NOLAND, STACY \$450.00; ONE CALL OF WYOMING \$71.50; OPS STRATEGIES, LLC \$12,275.00; PELLETIER, CARL \$13.81; PREMIER TRUCK- SALT LAKE CITY \$9,991.17; PREMIER VEHICLE INSTALLATION, INC \$5,684.79; PROTERRA \$615.85; QUICK BROWN FOX LLC \$275.00; RADIODETECTION \$524.81; RED’S AUTO GLASS, INC. \$299.79; REES, DAVID \$155.00; RELENTLESS LLC - DESERT SNOW \$649.00; RT1 INC \$57.79; SAFETY-KLEEN SYSTEMS, INC. \$496.73; SANCHEZ-MACHUCA, ROSA \$450.00; SCHWARTZ, ANDY \$3,000.00; SHERVIN’S INDEPENDENT OIL \$119.00; SILVERSTAR \$3,565.14; SINGH, JOHN \$100.00; SNAKE RIVER ROASTING \$47.00; SNAKE RIVER SUPPLY, LLC \$542,500.00; SOSA’S JANITORIAL SERVICE \$4,320.00; SPSC POA - SOUTH PARK SERVICES CTR POA \$301.38; ST JOHN’S HOSPITAL \$380.00; STANDARD INSURANCE COMPANY \$7,317.63; STEPHENS, SHAWN \$1,151.99; STEPHENS, TALON \$799.95; STINKY PRINTS, INC \$157.93; STONE, KIRK \$2,800.00; SUSTAINABLE STRATEGIES DC, LLC \$7,500.00; SYMBOLARTS, LLC \$63.60; TETON COUNTY CLERK \$264,782.33; TETON COUNTY FAIR \$400.00; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$28,595.99; TETON COUNTY PUBLIC HEALTH \$200.00; TETON COUNTY SHERIFF’S-JAIL \$936.00; TETON COUNTY SPECIAL FIRE FUND \$16,467.07; TETON COUNTY-FUND 10 \$65,003.64; TETON COUNTY-FUND 19 \$11,353.41; TETON MOTORS INC \$186.38; TETON RENTAL CENTER \$71.50; TETON TRASH REMOVAL, INC. \$103.00; THE CONNOR E FIELD TRUST \$2,575.00; THE RESULTS GROUP, LTD \$5,937.50; THOMSON WEST \$920.94; TITLE 22 CONSULTANTS \$939.03; T-MOBILE \$309.10; TREFREN, TRACEY \$426.25; US POSTAL SERVICE \$290.00; VALLEY OFFICE SYSTEMS \$732.72; VALLEY WEST ENGINEERING, PC \$1,916.00; VICTOR VILLAGE, LLC \$1,500.00; VISION SERVICE PLAN - (WY) \$1,723.68; WAMCO LAB, INC. \$550.00; WEST FORK CONSTRUCTION \$35,328.00; WESTBANK SANITATION \$1,164.25; WESTERN STATE \$9,212.00; WHITE GLOVE CLEANING, INC. \$3,460.58; WILMA D SORSBY TRUST \$3,000.00; WILSON, JOHN \$2,200.00; WIND RIVER COMMUNITY ALLIANCE \$1,500.00; WY WORKERS’ SAFETY & COMP \$18,852.08; WYOMING FIRST AID & SAFETY \$82.83; WYOMING LAW ENFORCEMENT \$135.00; WYOMING RETIREMENT SYSTEM \$149,379.96; WYOMING.COM INC \$5.00; YELLOW IRON EXCAVATION, LLC \$330.00.

C. April Municipal Court Report. To accept the April Municipal Court Report into record.
D. P23-046 Temporary Sign Permit for Art Fair. To approve temporary banner application (P23-046) for The Art Association of Jackson Hole including the three conditions of approval recommended by the Planning Director in this staff report dated May 15, 2023.
E. P23-067 Temporary Sign Permit for White Horse Social. To approve temporary banner application (P23-067) for Horse Warriors White Horse Social including the three conditions of approval recommended by the Planning Director in this staff report dated May 15, 2023.
F. P23-069 Temporary Sign Permit for Becoming Jackson Hole. To approve temporary banner application (P23-069) for Becoming Jackson Whole TRYathalon including the three conditions of approval recommended by the Planning Director in this staff report dated May 15, 2023.
G. JH Rodeo Malt Beverage Permits. To approve the issuance of thirty-eight (38) malt beverage permits to the Jackson Hole Rodeo for the dates requested during the summer 2023 rodeo season, from 6:00 to 10:30pm, subject to the conditions and restrictions listed in the staff report.
H. Old West Days Malt Beverage Permits. To approve the issuance of two (2) malt beverage permits to the Chamber of Commerce for Old West Days Chili Cook-Off on May 21, 2023 from 11:00am to 4:00pm, and Old West Days Brewfest on May 27, 2023, from 11:00am to 4:00pm, subject to the conditions and restrictions listed in the staff report.
I. Special Restriction for Affordable Housing at 175 S. Glen-

wood (Arts District). To approve the Special Restrictions for Affordable Condominium Rental Housing for units 105, 106, and 107 located at 175 S. Glenwood, as each are presented in this staff report.

There was no public comment. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Bid 23-04: Flat Creek Drive Rebuild – Change Order #1. Brian Lenz made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Arne Jorgensen to: 1. Direct staff to move forward with the change order, 2. Amend the FY23 budget as described herein with the next budget resolution, and 3. and authorize the Mayor to execute the change order, subject to minor changes by staff. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Childcare Professional Services and Facility Use Agreement with Sweet Spirits Preschool & Childcare, LLC. Susan Scarlata made staff comment. Jennifer Wolf made comment on behalf of Sweet Spirits. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Arne Jorgensen to approve the Professional Services Agreement and Lease Agreement with Sweet Spirits Child Care, LLC, both attached to this staff report to provide early childhood education services at 145 Pearl Avenue, the Si Ferrin House subject to any minor changes/edits by staff. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. DEM23-0008: 90-Day Stay of Demolition Permit at 235 E. Kelly Ave. Kelly Sluder made staff comment. Allen Symonds and Michael Stern made public comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jim Rooks to grant a 45 day stay on the issuance of Demolition Permit Application #DEM23-0008. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

P23-026 Land Development Regulations Annual Review – Clean Up. Paul Anthony made staff comment. George Putnam and Jessica Jaubert made public comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Mayor Morton Levinson to approve LDR Text Amendment P23-026 for the 2023 LDR Cleanup based upon factors 1-6 in Section 8.7.2.C of the Land Development Regulations as presented by staff in the staff report dated May 15, 2023, and as modified by the Council at this meeting, and direct staff to bring back an ordinance for Council consideration. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Council recessed at 8:36 p.m. and reconvened at 8:41 p.m. P23-030 Well 9 Well-house at 3301 Rangeview Drive Update. Brian Lenz made staff comment. Council held discussion with staff. Dwight Rapport made public comment. A motion was made by Arne Jorgensen and seconded by Jim Rooks to direct staff to postpone work on a wellhouse site in Rangeview Park and pursue an alternative site for a wellhouse and for a new supply well(s) and/or connecting to Well 9, including continuing coordination and options with the JHHR Development. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Appointment of Special Municipal Officers. Michelle Weber made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Arne Jorgensen to appoint Raquel Kopeck as a Special Municipal Officer of the Town of Jackson. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Resolutions. Resolution 23-06. Riley Taylor made staff comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jim Rooks to adopt Resolution 23-06 Authorizing Jackson-Teton County Victim Services to Submit an Application to The Community Foundation of Jackson Hole’s Old Bill’s Fun Run 2023. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

RESOLUTION 23-06
Authorizing Jackson-Teton County Victim Services to Submit an Application to The Community Foundation of Jackson Hole’s Old Bill’s Fun Run 2023

WHEREAS, the Jackson Town Council recognizes the need for public support for Jackson-Teton County Victim Services; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for Jackson-Teton County Victim Services to participate in the Foundation’s programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by Jackson-Teton County Victim Services in Old Bill’s Fun Run 2023.

BE IT FURTHER RESOLVED that Tracey Trefren is hereby designated as the authorized representative of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 15th day of May 2023. Resolution 23-07. Riley Taylor made staff comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jim Rooks to adopt Resolution 23-07 Authorizing the Jackson-Teton County Animal Shelter to Submit an Application to The Community Foundation of Jackson Hole’s Old Bill’s Fun Run 2023. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. RESOLUTION 23-07

Authorizing the Jackson-Teton County Animal Shelter to Submit an Application to The Community Foundation of Jackson Hole’s Old Bill’s Fun Run 2023

WHEREAS, the Jackson Town Council recognizes the need for public support for the Jackson - Teton County Animal Shelter; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for the Jackson – Teton County Animal Shelter to participate in the Foundation’s programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by the Jackson - Teton County Animal Shelter in Old Bill’s Fun Run 2023.

• Public Notices •

BE IT FURTHER RESOLVED that Tony Matthews, Lisa Ruschill, and Sylvia Polonsky are hereby designated as the authorized representatives of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 15th day of May 2023. Matters from Mayor and Council. Central Wyoming College Annexation Public Hearing Date. Riley Taylor and Floren Poliseo made public comment. Susan Durfee made public com- ment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Arne Jorgensen to continue setting the annexation public hearing date to Monday, June 5. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Council also discussed Teton County Historic Preservation Board’s request to nominate the Rodeo Grounds to the National Register of Historic Places. Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on tree removal from the alley off Gill between North Glenwood and North Jackson streets, 2024 Highway Safety Behavior Program, delegation visit form Banff, Alberta Canada, agenda and packet distribution timeline, South Millward water project, Department of Transportation (DOT) charging and fueling in- frastructure grant opportunity, Sustainable Strategies update, and Karns Meadow Process and Timeline update. Council held discussion. A motion was made by Arne Jorgensen and second- ed 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 Arne Jorgensen 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 8:44 p.m. **Publish: 05/24/23**

JOINT INFORMATION PROCEEDINGS
TOWN COUNCIL AND BOARD OF COUNTY COMMIS-
SIONERS MEETING – UNAPPROVED
MAY 15, 2023 JACKSON, WYO-
MING

The Jackson Town Council and the Teton County Board of County Commissioners met in a special joint information meeting (JIM) in the Town Council Chambers located at 150 East Pearl Avenue in Jackson. This meeting was held in-per- son and through the Zoom platform. Upon roll call the follow- ing were found to be present at 1:30 p.m.: TOWN COUNCIL: Mayor Hailey Morton Levinson, Arne Jorgensen, and Jim Rooks. Virtual: Jonathan Schechter. Absent: Jessica Sell Cham- bers. COUNTY COMMISSIONERS: Chairman Luther Propst, Natalia Macker, Mark Newcomb, Greg Epstein, and Wes Gard- ner. Virginian Financing. April Norton, Lea Colasuonno, and Tyler Sinclair made staff comment. Bob Culver made public comment. Council and Commission held discussion with staff. On behalf of the Town, a motion was made by Arne Jorgensen and seconded by Jim Rooks to direct and authorize the Housing Authority Board to enter into an agreement with Stifel, Nicolaus & Company, Incorporated, and further, to direct and authorize the Housing Authority Board to negotiate a bond placement of \$18,000,000 at a five-year term. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. On behalf of the County, a motion was made by Greg Epstein and seconded by Natalia Macker to direct and authorize the Housing Authority Board to enter into an agreement with Stifel, Nicolaus & Company, Incorporated, and further, to direct and authorize the Housing Authority Board to negotiate a bond placement of \$18,000,000 at a five-year term. Chairman Propst called for the vote. The vote showed all in favor. The motion carried. On behalf of the Town, a motion was made by Arne Jorgensen and seconded by Jim Rooks to direct staff to request of the Teton County Treasurer reprioritization of the FY24 and FY25 Town Sidewalk SPET disbursement to the Community Housing SPET Project. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. On behalf of the County, a motion was made by Greg Epstein and seconded by Natalia Macker to direct staff to request of the Teton County Treasurer reprioritization of the FY24 and FY25 Town Sidewalk SPET disbursement to the Community Housing SPET Project. Chairman Propst called for the vote. The vote showed all in favor. The motion carried. On behalf of the Town, a motion was made by Arne Jorgensen and seconded by Jim Rooks to direct and authorize all 2022 Community Housing SPET funds be allocated to the Jackson/ Teton County Housing Authority. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. On behalf of the County, a motion was made by Greg Epstein and seconded by Natalia Macker to direct and autho- rize all 2022 Community Housing SPET funds be allocated to the Jackson/Teton County Housing Authority. Chairman Propst called for the vote. The vote showed all in favor. The motion carried. On behalf of the Town, a motion was made by Arne Jorgensen and seconded by Jim Rooks to direct staff to request of the Teton County Treasurer future SPET disburse- ments for the Community Housing SPET Project in an amount sufficient to cover the agreed upon debt service. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. On behalf of the County, a motion was made by Greg Epstein and seconded by Natalia Macker to direct staff to request of the Teton County Treasurer future SPET disburse- ments for the Community Housing SPET Project in an amount sufficient to cover the agreed upon debt service. Chairman Propst called for the vote. The vote showed all in favor. The motion carried. Joint Department Budget Review. Airport Bud- get. On behalf of the Town, a motion was made by Jim Rooks and seconded by Arne Jorgensen to approve the Jackson Hole Airport Fiscal Year 2024 Budget as presented. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. On behalf of the County, a motion was made by Greg Epstein and seconded by Natalia Macker to approve the Jackson Hole Airport Fiscal Year 2024 Budget as presented. Chairman Propst called for the vote. The vote showed all in favor. The motion carried. Energy Conservation Works Budget. Phil Cameron presented the Energy Conservation Works bud- get. Council and Commission held discussion. No motion was made. Travel and Tourism Board Budget. Eric Dombrowski presented the Jackson Hole Travel and Tourism Board budget. Keith Gingery made staff comment. Council and Commission held discussion. No motion was made. Further Discussion of Flagged Joint Department Budget Items. Tyler Sinclair, Bruce

Abel, April Norton, and Lea Colasuonno made staff comment. Council and Commission held discussion with staff. No motion was made. Adjourn. On behalf of the Town, a motion was made by Arne Jorgensen and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. On behalf of the County, a motion was made by Greg Epstein and seconded by Natalia Macker to adjourn. Chairman Propst called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 3:32 p.m. Minutes:rt **Publish: 05/24/23**

TOWN COUNCIL PROCEEDINGS – UNAPPROVED
MAY 15, 2023 JACKSON, WYO-
MING

The Jackson Town Council met in special workshop in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 3:30 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 Morton Levinson, Arne Jorgensen, and Jim Rooks. Virtual: Jonathan Schechter. Absent: Jessica Sell Chambers. Police Department Automated License Plate Reader (LPR) and Drones Policy. Michelle Weber, Shawn Stevens, Michael ‘Zolo’ Palazzolo, and Lea Colasuonno made staff comment. There was no public comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Arne Jorgensen to con- tinue the item to the next appropriate meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. President and Acting President of Council. Roxanne Robinson and Lea Colasuonno made staff comment. There was no public comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jim Rooks to direct staff to proceed with Option 1 regarding changes to the Vice Mayor appointment and present the item at a future Council Meeting. Option 1: If Council chooses to exempt the Town from Wyo. Stat. §15-3-203, staff recommends the follows steps: A. Staff drafts and presents a charter ordinance at a future Council meeting. B. Staff reviews the Council Rules and Procedures to ensure consistency with this exemption and presents any necessary changes at a future Council meeting. C. Staff reviews the Municipal Code to ensure consistency with this exemption and presents any necessary changes at a future Council meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. FY24 Budget Discussion. Tyler Sinclair made staff comment. Council held discussion with staff. No motion was made. Adjourn. A motion was made by Arne Jorgensen 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 5:04 p.m. Minutes: rt **Publish: 05/24/23**

• PUBLIC NOTICE •

TOWN OF JACKSON, WYOMING
PROPOSED BUDGET
FOR FISCAL YEAR 2024

The Town Council of the Town of Jackson, Wyoming, in regular session duly assembled, will consider adopting the budget for fiscal year ending June 30, 2024 proposed as follows:

TOWN OF JACKSON, WYOMING ADOPTED BUDGET FOR FISCAL YEAR 2024 ALL FUNDS - FINANCIAL SOURCES AND USES						
DESCRIPTION	GENERAL FUND	SPECIAL REVENUE	CAPITAL PROJECTS	ENTERPRISE FUNDS	INTERNAL SERVICE	TOTAL FUNDS
Beginning Fund Balance	\$ 17,495,106	\$ 9,327,086	\$ 25,177,200	\$ 15,583,345	\$ 4,044,735	\$ 71,627,471
Revenues:						
Taxes	12,512,280	1,425,211	10,000,000	-	-	23,937,491
Licenses & Permits	1,461,623	867,000	-	-	-	2,328,623
Intergovernmental	15,407,435	15,148,327	5,368,933	-	-	35,924,695
Charges for Services	612,558	2,236,041	-	6,394,555	7,439,708	16,682,062
Fines & Forfeitures	385,000	-	-	-	-	385,000
Miscellaneous Revenue	894,012	918,901	670,044	431,280	121,300	3,035,537
Total Revenues	31,472,908	20,595,480	16,038,977	6,825,835	7,561,008	82,494,208
Transfers In	2,064,578	4,700,993	10,036,486	362,662	401,000	17,565,719
Total Sources	33,537,486	25,296,473	26,075,463	7,188,497	7,962,008	100,059,927
Expenditures:						
General Government	8,045,020	635,970	11,191,190	-	5,593,812	25,465,992
Public Safety	11,767,816	-	1,181,975	-	527,800	13,471,391
Public Works	3,576,843	-	8,041,622	8,363,890	3,104,971	23,087,326
Community Health & Human Services	1,240,106	-	-	-	-	1,240,106
Community Initiatives	455,675	1,576,530	-	-	-	2,032,205
Transit	-	20,540,831	-	-	-	20,540,831
Culture & Recreation	2,065,006	900,000	8,872,548	-	-	11,837,554
Debt Service	-	-	-	66,970	-	66,970
General Unallocated	729,902	-	-	-	-	729,902
Total Expenditures	27,874,368	23,653,331	29,287,335	8,430,860	9,226,383	98,472,277
Transfers Out	9,476,590	1,952,974	763,062	5,282,556	90,937	17,565,719
Total Uses	37,349,958	25,606,305	30,050,397	13,713,416	9,317,320	116,037,998
Ending Fund Balance	\$ 13,682,634	\$ 9,017,254	\$ 21,201,666	\$ 9,058,426	\$ 2,689,423	\$ 55,649,402
Change in Fund Balance	(3,812,472)	(309,832)	(3,975,534)	(6,524,919)	(1,355,312)	(15,978,069)

Any persons wishing to make public comment on the budget may attend the public hearing scheduled for June 5, 2023 at the regular Town Council meeting, starting at 6:00 p.m., locat- ed at 150 East Pearl Avenue, Jackson, Wyoming and via Zoom. Please visit www.jacksonwy.gov for meeting schedules and agendas. Public comment may also be sent to the Town Council at council@jacksonwy.gov. Dated: May 16, 2023
Riley Taylor, Town Clerk
Publish: 05/24, 05/31/23

GENERAL PUBLIC NOTICES

• PUBLIC NOTICE •

PUBLIC NOTICE
STATE OF WYOMING
Department of Environmental Quality/ Air Quality Division
Annual Monitoring Network Plan

The Wyoming Air Quality Division (AQD) will submit the Wyoming Ambient Air Monitoring Annual Network Plan 2023 to EPA Region 8 in accordance with 40 CFR 58.10. The AQD is soliciting comments from the interested public on this network plan. The plan is available for public comment, and the public will be allowed a period of thirty (30) days to submit written comments. Public comments must be received no later than June 24, 2023. All comments received by the close of business on June 24, 2023 will be submitted to EPA’s Region 8 along

with the plan and will be retained on file in the Cheyenne office.

Notice is hereby given the State of Wyoming, Department of Environmental Quality, Air Quality Division, proposes to sub- mit the Wyoming Ambient Monitoring Annual Network Plan 2023 to the EPA.

Comments can be submitted to the AQD’s Air Pollution Monitoring Program Manager, Mr. Mark R. Gagen, Air Pol- lution Monitoring Program Manager, Air Quality Division, Department of Environmental Quality, 200 West 17th Street, 3rd Floor, Cheyenne, Wyoming 82002. Comments may also be submitted electronically through the following website: (<https://aq.wyomingdeq.commentinput.com/comment/search>). Comments submitted by email will not be accepted. Interested parties may examine the documentation packet and relevant supporting materials on AQD’s website <https://deq.wyoming.gov/aqd/monitoring/>. In accordance with the Americans with Disabilities Act, special assistance or alternate formats will be made available upon request for individuals with disabilities. Para espanol visite deq.wyoming.gov. **Publish: 05/24/23**

On May 16, 2023, a majority of the Board of Directors of the Porcupine Creek Ranch ISD approved the 2023-2024 budget and member tax assessments in the amount of \$31,676. **Publish: 05/24/23**

• INTENT TO SUBDIVIDE •

LEGAL NOTICE

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyo- ming Statutes that, Jean Ellen Anderson Revokable Living Trust intend to apply for a permit to subdivide Lot 1, Block 4, Aspen Hill Lots Addition to the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 307-733-0440 for scheduled meeting dates. The proposed subdivi- sion involves splitting said lot to create two separate lots. The project is located on approximately 0.17 acres at 180 Aspen Drive, Jackson, WY 83001. **Publish: 05/24, 05/31/23**

• CONTINUED PUBLICATIONS •

REQUEST FOR PROPOSAL (RFP)

Teton Village Association Improvement and Service District TVAISD PARCS Improvements

Notice is hereby given that the Teton Village Association Improvement and Service District (TVAISD) is seeking an RFP from qualified Architectural Vendors to complete design and permitting services for a new ARU and garage bay at the Ranch Maintenance Lot in Teton Village, WY.

RFP for professional services will be received at the Office of the TVAISD, Teton Village, PO Box 866, located at 7020 N. Rachel Way, Teton Village, WY 83025 until Wednesday June, 7th, 2023 at 2:00 PM. RFPs shall be sealed in an envelope plainly marked with the Vendor’s name and the following title: “TVAISD Ranch Maintenance Lot ARU.

The Project generally includes a 3200 sq. ft. split-level addition to the south side of the existing Teton Village Maintenance building located east of the Ranch Parking Lot, Teton Village, WY. The addition consists of 2-stories, with each story being roughly 1600 sq. ft. in a 40’ x 40’ addition. Architectural Vendor will need to procure MEP subconsultants for completion of design work.

The Issuing Office for RFP documents is TVAISD, located at the TVAISD Office (address above); tvafacilities@tetonvil- lagewy.org.

Prospective Vendors may register and obtain the RFP Doc- uments from the issuing office. All registered vendors will receive official notifications, and addenda which will only be offered through the issuing office. Owner will not be respon- sible for RFP Documents, including addenda, if any, obtained from sources other than the designated issuing office.

Questions regarding the RFP should be directed to Rafe Cordell, TVA Facilities Director, 307-690-0769, tvafacilities@tetonvillagewy.org

A Pre-Proposal Meeting will be held on Thursday, May 25th, 2023 at 10:00 AM at the project site, 2865 W. Apres Vous Road.

The TVAISD reserves the right to reject any and all propos- als, and to waive all informalities. Further, the TVAISD may accept any bid which in its opinion best serves its interests. **Publish: 05/17, 05/24, 05/31/23**

ADVERTISEMENT FOR BIDS

Teton County, Wyoming
Wilson School Crossing Pathway Project

Notice is hereby given that Teton County, Wyoming, hereinaf- ter referred to as the “Owner” is accepting Bids for a general contract for the construction of the Wilson School Crossing Pathway Project.

Electronic bids for the construction of the Project will be received up to Friday, June 2, 2023 at 2:00 PM Mountain Time. Bids shall be delivered via Public Purchase located at [www. publicpurchase.com](http://www.publicpurchase.com) with the solicitation located under Con- struction #173001.

The Project consists of construction of approximately 1,400 linear feet of multi-use pathway, a 64 linear foot precast box culvert under Highway 22, wingwalls, 900-feet of reconstruc- tion of Highway 22 (including a raise in vertical elevation), and

• Public Notices •

appurtenances. The Project extends primarily along the south side of Highway 22 from Seaton Lane, under Highway 22, and along the north side of Highway 22 to HHR Ranch Road within Teton County, Wyoming.

The Issuing Office for the Bidding Documents is: Teton County, Wyoming

Complete digital bidding documents for the Wilson School Crossing Pathway Project, #173001 are available May 17, 2023 from Public Purchase at www.publicpurchase.com. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Questions regarding the Bidding Documents should be directed to the Pathways Coordinator by phone at 307.732.8573.

A pre-bid conference for the Project was held on April 26, 2023, at 1:00 PM at the Teton County Public Works Department. A video recording of this conference is available in the Public Purchase posting for this project. Bidders are required to have either attended the April 26, 2023 pre-bid conference or to have viewed the recording of the conference prior to bidding. The project site may be toured by the contractor at any time and is encouraged. Questions may be submitted via Public Purchase up through May 29, 2023.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

Teton County reserves the right to reject any and all bids, base or alternate and to waive all informalities. Teton County, Wyoming may accept any bid which in its opinion best serves its interests.

This Advertisement is issued by:

Owner: Teton County, Wyoming
Publish: 05/17, 05/24/23

Notice is hereby given that on Friday, May 26th, 2023 at 10:00 a.m. The undersigned, Storage Stables, 3400 South US Hwy 89, (307) 733-6876, in the city of Jackson, county of Teton, state of Wyoming, will sell by Competitive Online bidding at www.storageauctions.net (search auctions in zip code 83001) the personal property heretofore stored with the undersigned by:

1. Nate Kascoli
P.O. Box 2459
Jackson, Wyoming 83001
6X12 Size
Unit # 109

2. Rodger Coziah
P.O. Box 8213
Jackson, Wyoming 83002
6X16 size
Unit # 233
Publish: 05/17, 05/24/23

NOTICE OF SUBSTANTIAL COMPLETION AND ACCEPTANCE

Notice is hereby given that the Buffalo Valley Water District has issued a certificate of substantial completion to Bairco Construction, Inc of Lovell, Wyoming for water distribution system improvements performed for the District in 2021 and 2022. The District has accepted the work as substantially complete according to the contract and associated documents and therefore the contractor is entitled to final payment in full which will occur on Jun 20, 2023.

Buffalo Valley Water District
P.O. Box 321
Moran, Wyoming 83013
Publish: 05/10, 05/17, 05/24/23

STATE OF WYOMING)	IN THE DISTRICT COURT
COUNTY OF <u>Teton</u>) ss. <u>9th</u> JUDICIAL DISTRICT	
IN THE MATTER OF THE) CHANGE OF NAME OF) <u>Alicia Ann Schuld</u>) Petitioner)	Civil Action Case No. <u>19886</u>
NOTICE OF PUBLICATION	

You are hereby notified that a *Petition For Change of Name*, Civil Action No. 19886 has been filed on behalf of (current full name) Alicia Ann Schuld in the Wyoming District Court for the 9th Judicial District, whose address is (address of District Court) 1805 King St Jackson, WY 83001, the object and prayer of which is to change the name of the above-named person from Alicia Ann Schuld to Alicia Ann Alpero.

(current full name) (desired full name)

Any objection must be filed with the District Court within 30 days following the last date of publication of this notice, or an *Order Granting Name Change* may be granted without further notice.

DATED this 2 day of may, 2023.



BY CLERK OF COURT:
Britney Nelson
Clerk of District Court / Deputy

Publish: 05/10, 05/17, 05/24, 05/31/23

PUBLIC NOTICE
REQUEST FOR PROPOSAL
SUBLETTE COUNTY HOSPITAL DISTRICT
625 E Hennick Street
Pinedale, WY 82941

Sublette County Hospital District in Pinedale, WY is seeking a Furniture Consultant for a proposed 84,000 SF Critical Access Hospital and Long-Term Care Center in Pinedale, WY. Proposals are due May 26, 2023, at 5:00 PM Mountain Time Zone. Interested firms should contact Karl Lueschow at Karl@lueschowprojectmanagement.com or call 608-347-0519 for a copy of the full Request for Proposal.
Publish: 05/10, 05/17, 05/24/23

PUBLIC NOTICE
REQUEST FOR PROPOSAL
SUBLETTE COUNTY HOSPITAL DISTRICT
625 E Hennick Street
Pinedale, WY 82941

Sublette County Hospital District in Pinedale, WY is seeking a firm to provide a proposal for a complete nurse call system for a proposed 84,000 SF Critical Access Hospital and Long-Term Care Center in Pinedale, WY. Proposals are due May 26, 2023, at 5:00 PM Mountain Time Zone. Interested firms should contact Karl Lueschow at Karl@lueschowprojectmanagement.com or call 608-347-0519 for a copy of the full Request for Proposal.
Publish: 05/10, 05/17, 05/24/23

PUBLIC NOTICE
REQUEST FOR PROPOSAL
SUBLETTE COUNTY HOSPITAL DISTRICT

625 E Hennick Street
Pinedale, WY 82941

Sublette County Hospital District in Pinedale, WY is seeking a Full Time Construction Inspector for a proposed 84,000 SF Critical Access Hospital and Long-Term Care Center in Pinedale, WY. Proposals are due May 26, 2023, at 5:00 PM Mountain Time Zone. Interested firms should contact Karl Lueschow at Karl@lueschowprojectmanagement.com or call 608-347-0519 for a copy of the full Request for Proposal.
Publish: 05/10, 05/17, 05/24/23

LEGAL NOTICE
OF
“CALL FOR BIDS”

NOTICE IS HEREBY GIVEN THAT the Teton Village Special Fire District (the “District”) will be accepting sealed bids for one (1) Fire Fighting Pump Truck.

Sealed bids should be submitted to the Teton Village Special Fire District Office, 7020 Rachel Way, P.O. Box 56, Teton Village, Wyoming 83025 by 4:00 p.m. June 7, 2023, at which time the bids will be publicly opened and read out loud. Bids shall also be submitted electronically in accordance with the specifications as detailed below. Please note the following information on the envelope and in the electronic submission:

Bid #2023-1
Teton Village Special Fire District Apparatus

All bids should be in accordance with specifications available at the Teton Village Special Fire District Office located at 7020 Rachel Way, Teton Village, Wyoming 83025, and bids not prepared and filed in accordance with the specifications may be rejected. Bids may not be withdrawn after the time fixed for opening. The District reserves the right to reject any and all bids and the right to waive irregularities in bids received.

Bids should be accompanied by a bid bond, with sufficient surety in the form of a certified check or a cashier's check payable to the District in the amount equal to five percent (5%) of the total bid, which shall be forfeited to the District as liquidated damages if the bidder, upon being awarded the contract, fails to enter into the contract within forty-five (45) days after being awarded the contract; or fails, at the time of executing the contract, to furnish a performance and payment bond in the amount of one hundred percent (100%) of the bid. The bid bond will be released at such time as the performance bond is filed and approved. All of the above is to be in accordance with Wyo. Stat. 16-6-101 through 121.

Pursuant to the provisions of Wyo. Stat. §16-6-203(a), the District requires the use of Wyoming laborers on the project, except where Wyoming laborers are not available, or are not available for the specific work.

Pursuant to the provisions of Wyo. Stat. §16-6-203, preference is hereby given to materials, supplies, equipment, machinery, and provisions produced, manufactured, supplied, or grown in Wyoming, quality being equal to articles by competitors outside that state.

Bidders who are residents of the State of Wyoming will receive a five percent (5%) preferential on bids, in the event bids are also received from non-resident bidders, subject to limitations on subcontracting. For further information, please contact Elisabeth Collins, Office Administrator, Teton Village Special Fire District by phone (307) 733-5457, by email office@tetonvillagewy.org
Publish: 05/03, 05/10, 05/17, 05/24/23



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TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: 08.08.22

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: Anderson Land Div. PAP
2. LOCATION: 180 Aspen Dr
3. PROJECT NUMBER: P22-178

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	<u> </u>		1.25	<u> </u>
1 BEDROOM	<u> </u>		1.75	<u> </u>
2 BEDROOM	<u> </u>		2.25	<u> </u>
3 BEDROOM	<u>1</u>		3.00	<u>3.00</u>
4 BEDROOM	<u> </u>		3.75	<u> </u>
5 BEDROOM	<u> </u>		4.50	<u> </u>
EACH ADDITIONAL BEDROOM	<u> </u>		0.50	<u> </u>
DORMITORY	<u> </u>		1 per 150 sf of net habitable area	<u> </u>
TOTAL				<u> </u>

5. CALCULATE REQUIRED PARK ACREAGE:

$$\underline{3} \text{ TOTAL PROJECTED POPULATION } \times \frac{\underline{9 \text{ ACRES}}}{1000 \text{ RESIDENTS}} = \underline{0.027} \text{ REQUIRED ACRES}$$

6. CALCULATE CASH-IN-LIEU:

$$\underline{0.027} \text{ REQUIRED ACRES } \times \$100,000 \text{ (VALUE OF LAND)} = \$ \underline{2,700} \text{ CASH-IN-LIEU}$$

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:08.08.22

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: Anderson Land Div. PAP
2. LOCATION: 180 Aspen Dr
3. PROJECT NUMBER: P22-178

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		<u>1</u>		<u>0.020</u>
.015 ACRES PER UNIT MULTI-FAMILY		<u> </u>		<u> </u>

5. CALCULATE CASH IN-LIEU:

$$\frac{0.020}{\text{LAND DEDICATION STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \frac{2,000}{\text{CASH-IN-LIEU}}$$

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



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)

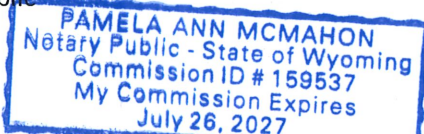
The foregoing instrument was acknowledged before me by Jean Ellen Anderson this 8th day of June, 2022. WITNESS my hand and official seal.

Pamela Ann McMahon

Notary Public

My commission expires:

July 26, 2027



RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

RELEASE OF LIS PENDENS

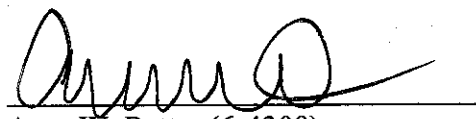
Notice is hereby given that the Lis Pendens filed by Garland & Potter, LLC in *Patricia L. Anderson v. Jean E. Anderson, as Trustee of the Anne R. Anderson Trust dated February 2, 1996, James L. Anderson as Trustee of the Laurence E. Anderson Trust dated February 2, 1996, Jean Ellen Anderson, as Trustee 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

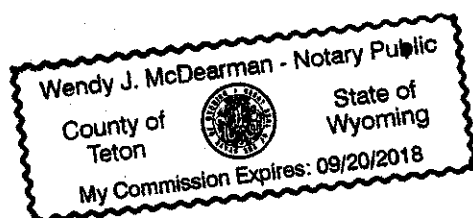

Amy W. Potter (6-4300)
Garland & Potter, LLC
P. O. Box 4310
Jackson, WY 83001
(307) 733-0661
(307) 222-0530 FAX
Attorneys for Plaintiff

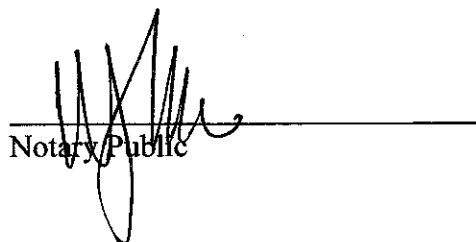
STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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

OWNERSHIP AND ENCUMBRANCE REPORT

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 *****

Issued To:

Jorgensen Associates, PC
1315 HWY 89 S., Suite 201
Jackson, WY 83002

Report No.: W-29231
Effective Date: June 9, 2023
Current Date: June 22, 2023
Cost: \$250.00

Project Reference:

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

NAME SEARCH: Jean Ellen Anderson, Trustee of the Jean Ellen Anderson Revocable Living Trust dated May 1, 1997

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. General taxes for the year 2023, 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 2022.

Tax ID No. OJ-000027.

1st Installment: \$3,690.84 PAID

2nd Installment: \$6,690.83 PAID

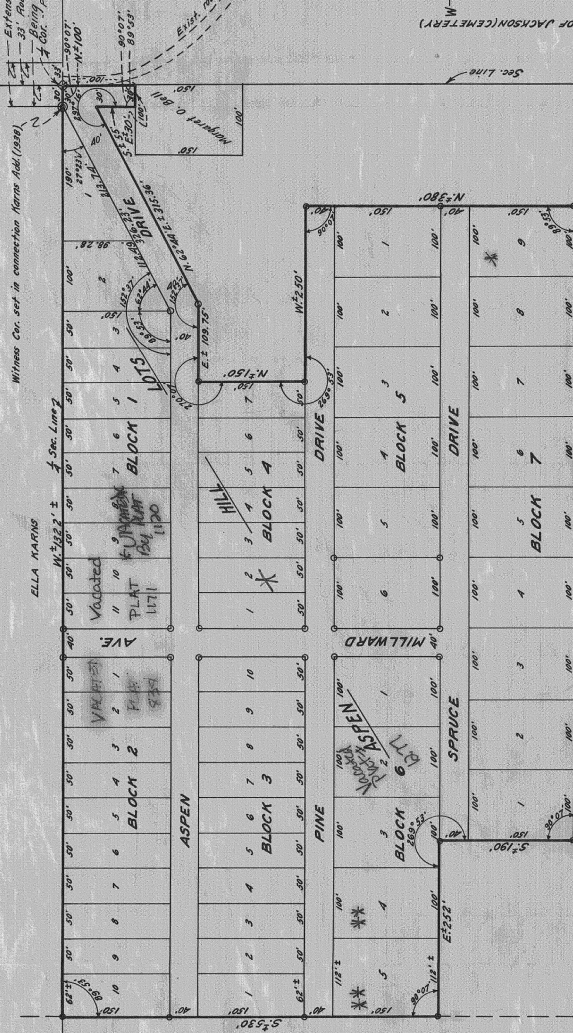
2. Assessments for the Town of Jackson, if any, which are excluded from the coverage afforded hereby.
3. All matters as delineated on the Official Plat of Aspen Hill Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 124. [Plat 124](#)

***** End of Schedule *****

Witness Cor. set in connection Karna Ahd (1928)

2-

— Extension at Cache Ave.
 — 33 Highway owned by Town of Jackson
 Being opened under co-op. agreement by Town of Jackson & Teton County
 + Cor. Point at beginning of this survey



DEDICATION

STATE OF WYOMING } ss.
County of Teton

The subdivision as shown hereon of a tract of land bounded as follows: beginning at the E. corner common to Secs. 23 & 34, T. 41 N., R. 116 W. (Cath. P. M.), thence westerly along the sec. line for approx. 1322 ft., to the E. $\frac{1}{2}$ sec. line through Sec. 33, thence southerly along the said sec. line for 330 ft., thence easterly and parallel to the northeast $\frac{1}{2}$ sec. line for 252 ft., thence southerly and parallel to the northeast $\frac{1}{2}$ sec. line for 180 ft., thence easterly and parallel to the northeast $\frac{1}{2}$ sec. line for 900 ft., thence northerly and parallel to the northeast $\frac{1}{2}$ sec. line for 380 ft., thence westerly and parallel to the northeast $\frac{1}{2}$ sec. line for 230 ft., thence northerly and parallel to the northeast $\frac{1}{2}$ sec. line for 150 ft., thence easterly and parallel to the northeast $\frac{1}{2}$ sec. line for 255 ft., thence N. 63° 42' E. (running) 650 ft., thence easterly and parallel to the northeast $\frac{1}{2}$ sec. line for 255 ft., thence southerly and parallel to the northeast $\frac{1}{2}$ sec. line for 30 ft., thence northerly along the sec. line between secs. 33 & 34 for 100 ft., lying or less, to the place of beginning, containing 17.29 acres, more or less, more wholly within the NE $\frac{1}{4}$ of Sec. 33, T. 41 N., R. 116 W. (Cath. 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 21st day of... May, 1935, 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 defect in granting and acknowledging the said instrument.

Given under my hand and notarial seal, this 24th day of May, A.D. 1939

My commission expires on the 24th day of Oct., A.D. 1941.

J. J. J. J. J.
Notary Public

PLAT

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

Part of Lot 4
and all Lot 5 Billie
vacated by Plat. 1298

NE $\frac{1}{4}$ SE $\frac{1}{4}$

SEC. 33 - T. 41 N. - R. 116 W.
(6TH P.M.)

GROVER C BASSETT

TETON NATIONAL FOREST

No. 15736

State of Wyoming } ss.

County of Teton }
Filed for record in my office this 13th ...
day of May, A.D. 1938 at 1:10 o'clock
P.M. and recorded as Plat No 24

Co. H. H. Moody
 E. N. Moody
 County Clerk & Ex-Officio Register of Deeds
 By ~~James H. Moody~~
 Vice-Memorial Deputy (See)
 \$500.25.00
 Paid



August 10, 2023

Mr. Tyler Valentine
Town of Jackson Planning Dept.
P.O. Box 1687, 150 E. Pearl Avenue.
Jackson, WY 83001
-Digitally Delivered-

RE: Wild Rose of Bassettville Addition to the Town of Jackson – Response to Staff Comments/Requirements and submittal of revised plat.

Dear Mr. Valentine,

We are in receipt of all Town of Jackson Staff conditions and comments as well as Title 22 Consultants and have addressed said comments in **bold**:

County Clerk

1. Quitclaim Deeds Signature line does not match notary statement looks like it should be Jean Ellen Anderson, Trustee. **Corrected.**
2. Correction for the plat - Brian T Lenz is signing as Engineer but is notarized as Town Engineer. It needs to match. **Corrected.**
3. There will also not be PIDNs on the deeds unless the deeds are recorded after the PIDNs are created (which could be a few months). **The PIDN on the deeds has been removed.**

Engineering Department

VICINITY MAP:

1. Call out center of Section 33. **Map Revised.**

GENERAL NOTES:

2. FEMA Note - Verify property location within SFHA Zone X is incorrect and revise as necessary. Reference FIRM MAP 2907D. **Zone X Verified from Map 2907D**
3. Add to General Notes: AT TIME OF PLAT WATER AND SEWER SERVICES TO LOT 2 ARE NOT INSTALLED. **Map Revised.**

MAP:

4. Move North Arrow closer to relevant map. **Map Revised.**
5. Move Legend closer to relevant map. **Map Revised.**
6. Revise plat name to correlate with other lot splits within the subdivision: Aspen Hill Lots 4th Addition (or next number in addition sequence) to the Town of Jackson. Revise as necessary

where shown. **Not revised; the owner of the subdivision plat retains the right to name the new subdivision plat.**

7. Remove existing structure outline from lot line layout figure or provide justification for including it. **Map Revised.**
8. Show division line between common elements on adjacent subdivision to the east. **Map Revised.**
9. Land Use Summary: Total acreage is incorrect. **Corrected.**

CERTIFICATE OF OWNER:

10. Certificate of Owners: extra and in that the undersigned section. **We have read through the Certificate of Owner and cannot find this typo.**
11. Add the following TOJ standard notes to Certificate of Owners section:
that access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson; and that access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, utility, fire fighting, and police vehicles; and, A note that that this subdivision is subject to rights-of-way, easements, restrictions, reservations, and conditions, of sight or of record, including but not limited to those shown hereon. **Corrected.**

Water rights notes:

12. If applicable add a note to the affect that, there are no water rights attached to said subdivision or that water rights appropriated to the subdivision will be vacated in accordance with state statute. **Corrected.**

Planning Department

1. Please revise the plat to remove the existing structure and associated setbacks. **Map Revised.**
2. In addition, the Land Use Summary in the center of the map shows incorrect math on the total acreage. **Corrected.**

Town Surveyor

GENERAL CONTENT:

1. The title block associated with the vicinity map should read: S1/2 NE1/4 & N1/2 SE 1/4 Section 33, T41N, R116W, 6th P.M. Town of Jackson, Teton County, Wyoming. **Map Revised.**
2. The PLSS aliquot parts should be labeled in the vicinity map. **Map Revised.**
3. The north arrow should include the letter N. **The north arrow does include an 'N' in the symbol and this is the north arrow Jorgensen Associates has used for many years.**
4. The Certificate of Owner should include a statement identifying the legal access to both lots. **Legal access to both lots from public streets has been included.**
5. The aliquot part cited in the Certificate of Surveyor is incorrect. **Corrected.**
6. The existing building should be removed from the map per Teton County/Town of Jackson LDRs Article 8 Administrative Procedures Div 8.5.3 (D)(4)A plat shall not include: (a) Depiction of Improvements. **Map Revised.**
7. The map should depict the north line and the nominal width of Aspen Drive and the west line and the nominal width of Milward Ave. **Map Revised**
8. The Total Acreage listed In the Land Use Summary is incorrect. **Corrected.**

Title 22 Consultants

CERTIFICATE OF OWNER:

1. Paragraph 2 states that the property is within the SE/SE of 33/41/116. It appears this should be corrected to NE/SE. **Corrected.**
2. Paragraph 6 (that the foregoing subdivision is SUBJECT TO the terms and conditions of the following instruments of record) should be deleted, as no recorded instruments are cited. **Paragraph 6 has been deleted as there are no instruments to be recorded.**
3. The last paragraph is an incomplete fragment and should be corrected or deleted. **Map Revised.**
4. ACCESS is not addressed in the Certificate of Owner. It appears that access to Lot 1 is via Aspen Drive (public street) and that access to Lot 2 is via Pine Drive (public street). Please address/add. **Legal access to both lots from public streets has been included.**

CERTIFICATE OF SURVEYER:

5. Also cites SE/SE rather than NE/SE. **Corrected.**

LAND USE SUMMERY:

6. Correct Total Acreage from 1.18 acres to .18 acres. **Corrected.**
7. Should zoning district be included? **Zoning District should not be included.**

QUICK CLAIM DEEDS:

8. Corrections required. See marked up scans of these instruments, attached. **Corrections to the Deeds have been made.**

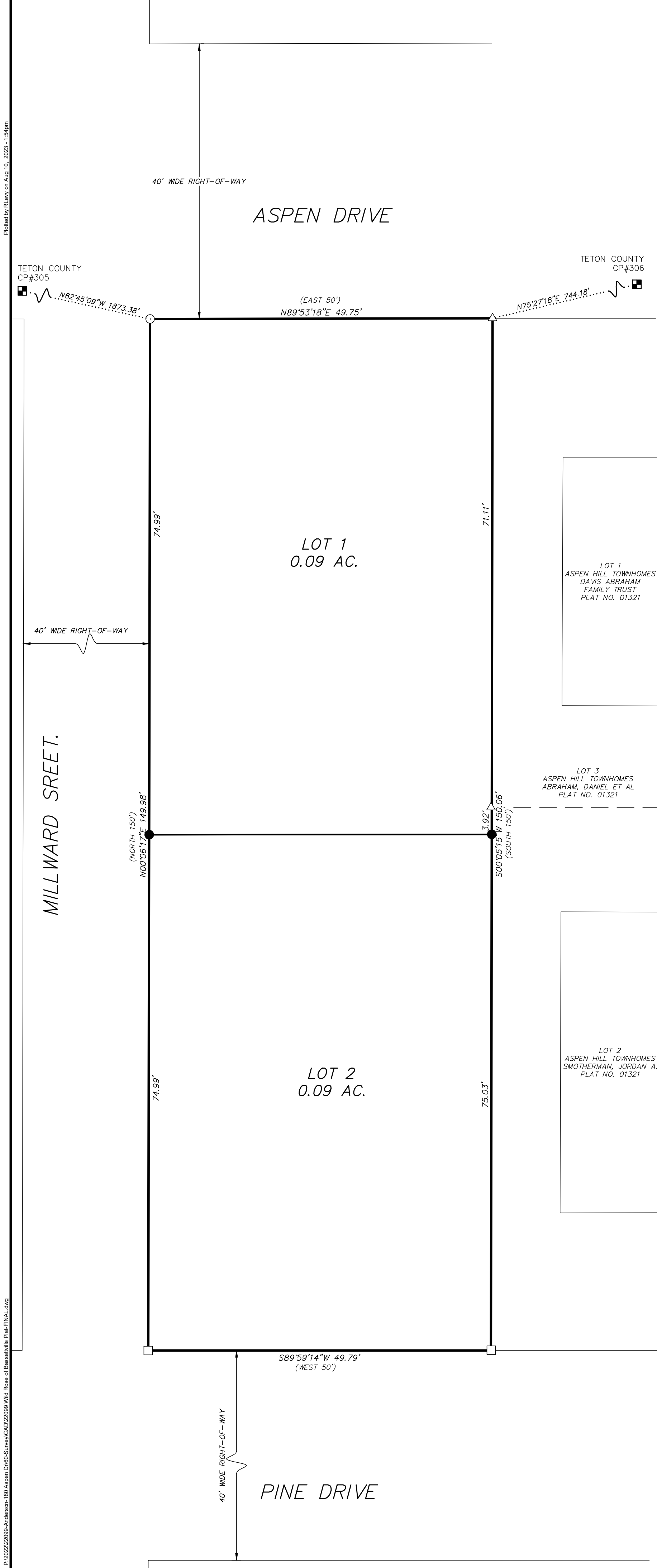
There were no comments from any other departments to our knowledge.

Sincerely,
JORGENSEN ASSOCIATES, Inc.



Ron Levy
Planning Project Manager

Printed by Jorgensen Associates, Inc. on August 15, 2023, 1:45pm
P:\2022\22099 Anderson - 18 Aspen Hill Survey\2022099 Map Book of Record\18 Plot PLAN.dwg



CERTIFICATE OF OWNERS

The undersigned, Jean Ellen Anderson, Trustee of the Jean Ellen Anderson Revocable Living Trust, dated May 1, 1997 does hereby certify,

that said Jean Ellen Anderson, Trustee of the Jean Ellen Anderson Revocable Living Trust, dated May 1, 1997 is the owner and proprietor of Lot 1, Block 4, Aspen Hill Lots, of record in the Office of the Teton County Clerk as Plat 124 within the NE1/4SE1/4 of Section 33, Township 41 North, Range 116 West, 6th P.M. Teton County, Wyoming, more particularly described in the Certificate of Surveyor and shown this plat;

that said Lot 1, Block 4, Aspen Hill Lots is hereby subdivided and that the foregoing subdivision of said lands as shown on this plat is with the free consent and in accordance with the desires of said Jean Ellen Anderson Revocable Living Trust;

that said Lot 1, Block 4, Aspen Hill Lots is hereby vacated in accordance with Section 34-12-106 through Section 34-12-110 Wyoming Statutes, and that in accordance with said Section 34-12-110 said Clerk is respectfully requested to write "VACATED" across said Lot 1;

that the name of the foregoing subdivision shall be the WILD ROSE OF BASSETTVILLE ADDITION TO THE TOWN OF JACKSON;

that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, the right to grant unto other parties non-exclusive easements for any purpose the undersigned deems necessary in, under, and across the Lots of the foregoing subdivision and easements shown on this plat, as may be amended by the terms of the third party instruments that created such easements, provided that such future grants shall not cause unreasonable interference with use under prior easement grants;

that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, the right to amend, modify and/or relocate all easements created by or referenced on this plat; by accepting a deed to any lot of the foregoing subdivision, an owner acknowledges the undersigned's reserved rights set forth in this paragraph, and expressly consents hereto to any such vacation and replat of any lots, or portions thereof, and/or the performance of a boundary adjustment and acknowledges consent to the completion of any other action required by the governing bodies for the vacation and replat of such lot or lots, or any portion thereof, and/or the performance of a boundary adjustment, including, but not limited to the conveyance of any access and easements in, under, over, and across and lot(s) of the foregoing subdivision;

that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, and is hereby granted the right to ingress and egress over, upon, and across the foregoing subdivision, and the right to perform all construction activities necessary in, under, over, upon, and across the foregoing subdivision, including, but not limited to, grading, installation of infrastructure, landscaping, utilities and roadways and to store materials thereon and to make such other uses thereof as may be reasonably necessary and incidental to the completion of the development of the foregoing subdivision;

that there are no water rights are attached to this subdivision;

that the seller does not warrant to the purchaser that he or she shall have any rights to the natural flow of any stream within or adjacent to this subdivision;

that Wyoming law does not recognize any riparian rights with regard to the natural flow of a stream or river for persons living on the banks of the stream or river;

that access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson;

that access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, utility, fire-fighting, and police vehicles;

that this subdivision may be subject to other easements, rights-of-way, covenants, conditions, restrictions, reservations, or agreements of sight and/or record including but not limited to those shown herein.

that access to this subdivision can be made from either Aspen Drive (a public street) or Pine Drive (a public street) or Millward Street (a public street).

Jean Ellen Anderson, Trustee of the Jean Ellen Anderson Revocable Living Trust, dated May 1, 1997

State of Wyoming }
County of Teton } S.S.
Town of Jackson }

The foregoing instrument was acknowledged before me by Jean Ellen Anderson, Trustee of the Jean Ellen Anderson Revocable Living Trust, dated May 1, 1997, this ____ day of ____, 2023.

WITNESS my hand and official seal.

Notary Public
My commission expires:

LEGEND

- 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "NELSON ENGINEERING PLS 6193" found this survey
- △ 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "NELSON ENGINEERING PLS 4270" found this survey
- 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "NELSON ENGINEERING" other details were illegible, found this survey
- 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed: "JORGENSEN ASSOCIATES PLS 16884" set this survey
- _____ boundary this subdivision
- _____ property adjoining this subdivision
- _____ lot of this subdivision
- _____ measured bearing and or distance
- _____ record bearing and or distance (plot no. 124)

N89°53'18"E 49.75'
(EAST 50°)

0 10' 20' 30'
SCALE: 1 INCH = 10' FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS



CERTIFICATE OF SURVEYOR

I, Matthew, P. Gotham Wyoming Professional Land Surveyor, do hereby certify:

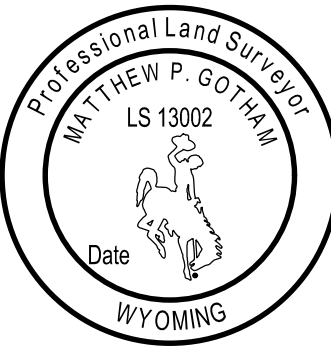
that by the authority of the owners, I have subdivided the lands shown on this plat to be known as the WILD ROSE OF BASSETTVILLE ADDITION TO THE TOWN OF JACKSON;

that the subdivided land is identical with Lot 1, Block 4 of the Aspen Hill Lots, of record as Plat No. 124 in the Office of the Teton County Clerk and located in the NE1/4SE1/4 of Section 33, T41N, R116W, 6th P.M., Town of Jackson, Teton County, Wyoming;

that to the best of my belief and knowledge, the dimensions of the boundary and lots of the WILD ROSE OF BASSETTVILLE ADDITION TO THE TOWN OF JACKSON are correctly shown on this plat, and are from data collected during field surveys performed by Jorgensen Associates, Inc. under my direction during 2022;

that the foregoing subdivision is SUBJECT TO easements, rights-of-way, covenants, conditions, restrictions, reservations, encumbrances, or agreements of sight and/or record called for in the Certificate of Owner on this plat;

that there are no surface water rights appurtenant to the lands of the foregoing subdivision;



Matthew, P. Gotham
Wyoming Professional Land Surveyor No. 13002

State of Wyoming }
County of Teton } SS
Town of Jackson }

The foregoing instrument was acknowledged before me by Matthew, P. Gotham this ____ day of ____, 2023.

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF APPROVAL

State of Wyoming }
County of Teton } S.S.
Town of Jackson }

Pursuant to Section 15-1-415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, THE WILD ROSE OF BASSETTVILLE ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the 1th day of ____, 2023.

ATTEST: TOWN OF JACKSON

Riley Taylor, Clerk Halley Morton Levinson, Mayor

Brian T. Lenz, Town Engineer Paul Anthony, Planning Director

The foregoing instrument was acknowledged before me by Halley Morton Levinson, Mayor, this ____ day of ____, 2023.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Riley Taylor, Clerk, this ____ day of ____, 2023.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this ____ day of ____, 2023.

WITNESS my hand and official seal.

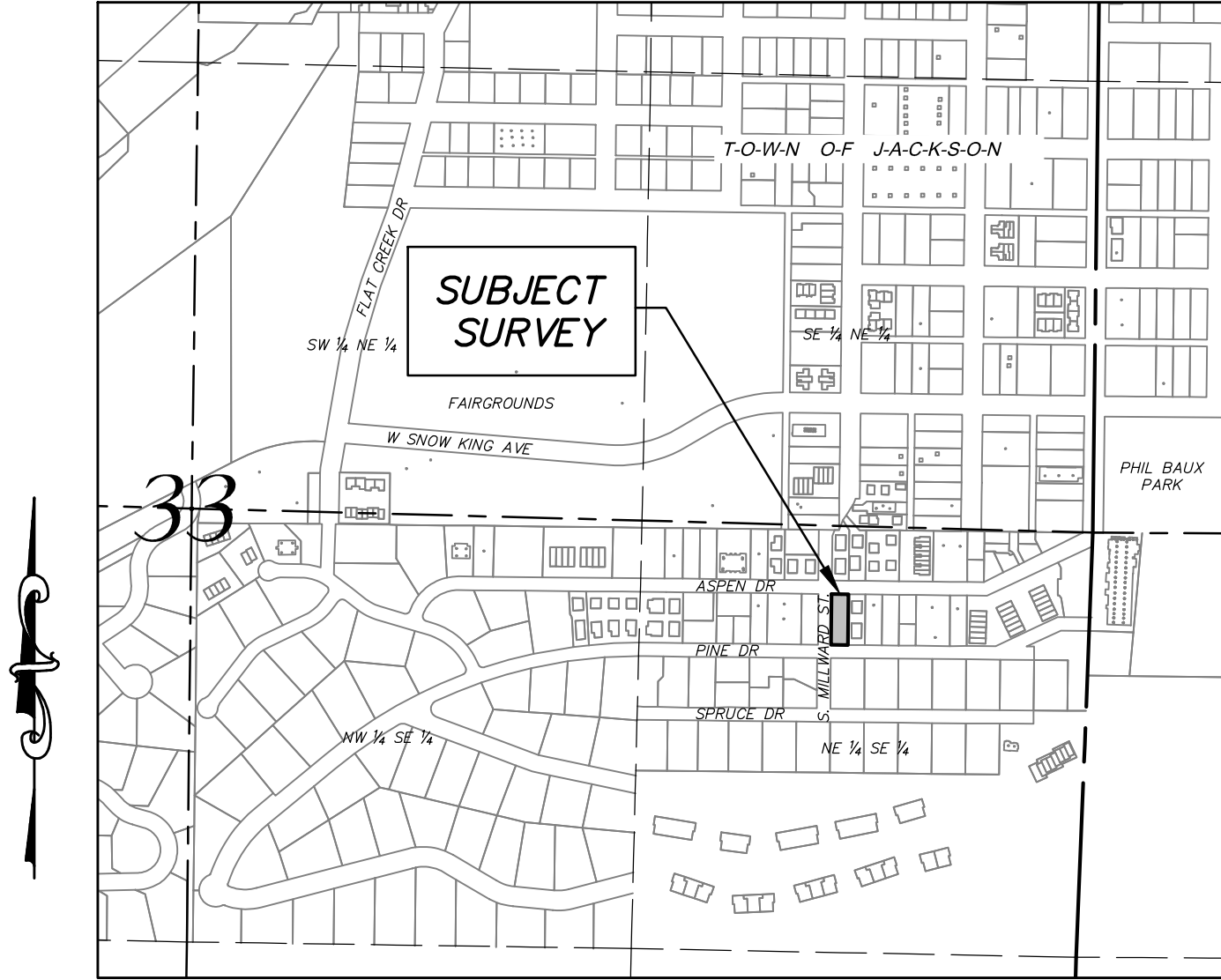
Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Paul Anthony, Planning director, this ____ day of ____, 2023.

WITNESS my hand and official seal.

Notary Public
My commission expires:

S1/2 NE1/4 & N1/2 SE 1/4
SEC. 33, T.41N., R.116W.



VICINITY MAP
SCALE: 1" = 500'

GENERAL NOTES

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISION EXCEPT AS PERMITTED BY THE TOWN OF JACKSON, WYOMING.

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER DISTRIBUTION SYSTEM AND SEWAGE COLLECTION AND TREATMENT SYSTEMS.

NO PUBLIC MAINTENANCE OF WATER DISTRIBUTION SYSTEM, SEWER COLLECTION SYSTEM, AND STORM DRAINAGE COLLECTION SYSTEM WITHIN THE SUBDIVISION.

NO PUBLIC MAINTENANCE OF ANY STREETS AND ROADS OF THIS SUBDIVISION.

AT TIME OF PLAT WATER AND SEWER SERVICES TO LOT 2 ARE NOT INSTALLED.

THE TOWN OF JACKSON IS UNDER NO OBLIGATION TO CONSTRUCT, REPAIR, OR MAINTAIN ANY ROADS WITHIN THIS SUBDIVISION.

ACCORDING TO MAP 56039C2907D OF THE TETON COUNTY, WYOMING AND INCORPORATED AREAS FLOOD INSURANCE RATE MAP (FIRM) WITH EFFECTIVE DATE OF SEPTEMBER 16, 2015 PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), THIS SUBDIVISION LIES WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% (500-YEAR FLOOD) ANNUAL CHANCE FLOODPLAIN.

THE FOLLOWING STATEMENT IS INCLUDED ON THIS PLAT IN ACCORDANCE WITH WYOMING STATUTE: "THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE."

WATER RIGHTS NOTES

THE SELLER DOES NOT WARRANT TO THE PURCHASER THAT HE OR SHE SHALL HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION.

THERE ARE NO WATER RIGHTS ARE ATTACHED TO THIS SUBDIVISION

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION

LAND USE SUMMARY

2 Lots Total
Lot 1 = 0.09 AC
Lot 2 = 0.09 AC
Total Acreage 0.18 AC

APPLICANT & OWNER:

Jean Ellen Anderson, Trustee of the
Jean Ellen Anderson Revocable
Living Trust, dated May 1, 1997
P.O. Box 4547
Jackson, Wyoming 83001

SURVEYOR & ENGINEER:

Jorgensen Associates, Inc.
1315 Highway 89 S., Ste. 201
P.O. Box 9550
Jackson, Wyoming 83002
307-733-5150

**WILD ROSE OF BASSETTVILLE
ADDITION TO THE
TOWN OF JACKSON
IDENTICAL WITH
LOT 1, BLOCK 4
ASPEN HILL LOTS
PLAT NO. 124**

LOCATED IN THE
NE1/4 SE1/4 SECTION 33
TOWNSHIP 41 NORTH, RANGE 116 WEST 6TH P.M.
TOWN OF JACKSON,
TETON COUNTY, WYOMING
SHEET 1 OF 1

PREPARED BY: DSD/IB MAP PREPARED: 08/10/2023 PROJECT NUMBER: 22099

QUIT CLAIM DEED

Jean Ellen Anderson, Trustee of the Jean Ellen Anderson Revocable Living Trust dated May 1, 1997, of Teton County, Wyoming, GRANTOR, for and in consideration of Ten Dollars (\$10.00) and other good and Valuable consideration in hand paid receipt of which is hereby acknowledged, CONVEYS AND WARRANTS to Jean Ellen Anderson Revocable Living Trust dated May 1, 1997, of Teton County with an address of P.O. Box 4547, Jackson WY 83001, GRANTEE, the following-described real property situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 1 of Wild Rose of Bassettville Addition to the Town of Jackson, Teton County, Wyoming, according to the plat recorded in the Office of the Teton County Clerk on ____ day of _____, 2023.as Plat No. _____.

WITNESS the due execution and delivery of the instrument effective as of the ____ day of _____, 2023.

Jean Ellen Anderson Revocable Living Trust
dated May 1, 1997

Jean Ellen Anderson, Trustee

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Jeanie Anderson, Trustee of the Jean Ellen Anderson Revocable Living Trust dated May 1, 1997 this ____ day of _____, 2023.

WITNESS my hand and official seal.

Notary Public
My commission expires:

QUIT CLAIM DEED

Jean Ellen Anderson, Trustee of the Jean Ellen Anderson Revocable Living Trust dated May 1, 1997, of Teton County, Wyoming, GRANTOR, for and in consideration of Ten Dollars (\$10.00) and other good and Valuable consideration in hand paid receipt of which is hereby acknowledged, CONVEYS AND WARRANTS to Jean Ellen Anderson Revocable Living Trust dated May 1, 1997, of Teton County with an address of P.O. Box 4547, Jackson WY 83001, GRANTEE, the following-described real property situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 2 of Wild Rose of Bassettville Addition to the Town of Jackson, Teton County, Wyoming, according to the plat recorded in the Office of the Teton County Clerk on ____ day of _____, 2023.as Plat No. _____.

WITNESS the due execution and delivery of the instrument effective as of the ____ day of _____, 2023.

Jean Ellen Anderson Revocable Living Trust
dated May 1, 1997

Jean Ellen Anderson, Trustee

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Jeanie Anderson, Trustee of the Jean Ellen Anderson Revocable Living Trust dated May 1, 1997 this ____ day of _____, 2023.

WITNESS my hand and official seal.

Notary Public
My commission expires:

STAFF REPORT



Meeting Date:	21 August 2023	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	Indian Springs HOA Sewer Connection Request (E23-0188)	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider a new Town sewer collection and treatment services request for an existing development, Indian Springs Ranch HOA (ISRHOA or HOA).

Requested Action.

Staff requests Town Council consideration of the applicant's request for Town sewer collection and treatment services.

Recommendations.

Staff recommends approval of the applicant's request for Town sewer collection and treatment services subject to 1) the proposed conditions of approval and 2) that the proposed conditions of approval, along with other necessary contract issues/details as required by the Town Attorney, are set forth in a Wastewater Treatment Facilities Connection and Use Agreement that will be subject to Council consideration at a future meeting.

Background.

SERVICE REQUESTS

The application presented is a request for Town wastewater services and to establish the conditions for allowing the sewer connections. The development is located outside of the Town's corporate limits AND not within an existing contracted sewer service area.

As presented in the application, "Development of the Indian Springs Ranch Subdivision ("ISR") began in the early 1990s, as primarily residential property, but including common amenities and substantial open space." ISRHOA previously applied (P21-156) to connect the Community lots to the Town via the Wilson Sewer District in June of 2021. The application for service was made due to failing effluent disposal fields that are undersized by current standards in each of their treatment and subsurface effluent disposal fields, i.e., large scale septic systems. In an April 2, 2021 letter, the Wyoming Department of Environmental Quality (DEQ) provided by the Applicant three alternatives to remedy their current sewage disposal non-compliance: 1) Limit the flows to the existing system, 2) Replace the existing community system with a new system that provides adequate capacity, or 3) Connect to the Town of Jackson sewer system. Option 1 is not viable given the extent to which the development is built out. Of the remaining two options, the preferred option of the DEQ and Applicant is Option 3. That application was approved by Council at the regular Town Council meeting held on October 4, 2021. However, following approval, ISRHOA continued evaluating various alternatives, and opted to forego connecting only the Community lots. ISRHOA determined that, "Connection of all ISR lots to a central wastewater treatment plant is viewed as a more environmentally conscious alternative than continued subsurface effluent disposal." and decided instead to pursue implementation of a system that could serve ISR in its entirety, including the Individual lots, and that does not involve a connection to the Wilson Sewer District.

Please refer to the attached "ISR Sewer Service Area Overview" map, Figure 1 below and provided as an attachment to this staff report. The current request for service includes a total of 49 lots in three areas, as shown on the map:

1. Community Lots (shown in purple) - 23 residential lots that are currently served by central water and sewer systems owned and managed by ISRHOA. As of the 2021 application, 21 of the 23 lots were developed. Staff recommends including these in the new agreement for the total requested service areas.
2. Individual Lots (shown in pink) - 17 residential lots that currently use individual well and septic systems. Two lots remain vacant. Staff recommends including these in the new agreement for the total requested service areas.
3. Mixed lots (shown in orange) - 7 residential lots and 2 mixed use lots, some are currently developed and some are not. These lots are included in an existing Agreement for Wastewater Service Connection. Lots 39, 40, 41, 70, and 71 are already connected to the Town wastewater system. Lots 37 and 38 are on septic. The remaining two lots are undeveloped. Lot 70 is a common amenities complex. Lot 71 was transferred to Teton Science School (TSS) and has a separate agreement with the Town but is connected to the ISRHOA infrastructure. As appropriate the staff recommends that all of the lots be included in the service area, including Lot 71 if appropriate.

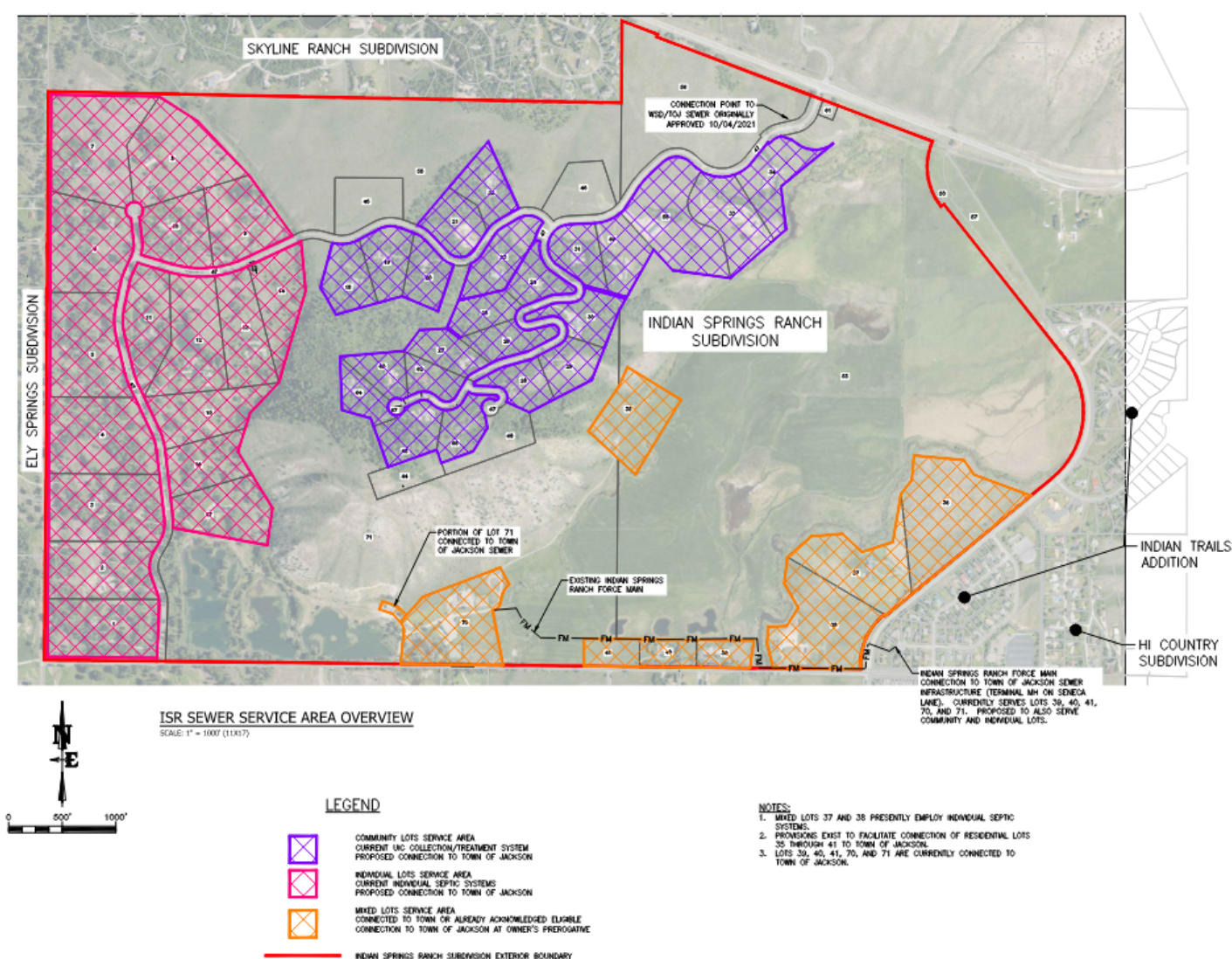


Figure 1. Proposed Indian Springs Ranch service area overview. See the attached file for more detail.

The existing on-site Indian Springs collection systems and new conveyance sewer would remain privately owned by Indian Springs HOA. The Indian Springs collection and conveyance system will NOT be owned, operated, or maintained by the Town.

According to the application, “The [DEQ] remains engaged with ISRHOA, and expects that the ISR [collection waste system] issue will be rectified in some fashion soon, preferably via connection to the Town system.”

TOWN PROCESS FOR SEWER SERVICE REQUESTS

For all developments that request connection to Town sewer services, are outside the Town corporate limits, and are outside existing contracted service areas, the Town applies the following process.

Step 1: Request for Service

A Miscellaneous Planning Application is filed by an applicant to request Town sewer service(s). Staff review of this application is used by Town Council to make an initial determination on whether to provide services or not. This initial step is based upon preliminary information provided by the applicant and includes staff identifying the conditions of approval that will be further defined in a Connection and Use Agreement (CUA). The Applicant is currently proceeding through Step 1. If Council approves the requests for service, the Applicant will advance to Step 2.

Step 2: Connection and Use Agreements

Staff works with the Applicant (and any other relevant parties) to draft a CUA that includes the conditions of approval identified during Step 1 and other necessary contract terms. If approved by Council, the CUA will be executed and recorded against the property/ies.

Step 3: Permits to Construct

Prior to construction of any infrastructure connecting to the Town’s systems, all fees must be paid and permits for the construction of said infrastructure must be issued by the Town.

Analysis & Key Policy Questions.

Resolution 21-28 was adopted by Council on November 15, 2021. The resolution established the 3-step process for sewer service requests (described above in the prior section of this staff report) and established eight review factors (described below under “Considerations” in this section) for all sewer connection requests outside Town boundaries. As such, staff has considered the following factors in recommending approval:

CONSIDERATIONS

1. Existing Versus New Development

The proposed connection is for primarily existing development. The Indian Springs subdivision has developed in coordination with the Town including existing agreements for water and sewer services to lots along Boyles Hill Road (Mixed lots), providing for Town water supply well sites and well control house, and its counterpart Indian Trails subdivision is within the town. The request for service is consistent with past Town interactions with the subdivision.

2. Expanded Service Area and Capacity Timeline

This proposed development was not included in the 2020-2021 Capacity Study and will have impacts on the Town’s sewer system that were not considered in the study. This request will reduce the future capacity timeline for the treatment plant and other necessary upgrades. Given that most of the Community lots have been developed, essentially the full impacts to the Town’s systems would be realized once connected. It is not clear from the application when the Individual lots will connect.

The Town's Wastewater Treatment Plant currently has capacity to accept the additional sewage from this development as presented in the application. While, as is the case with individual connection requests, the addition of this development will not significantly reduce the amount of time remaining before treatment plant upgrades would be required, it will still reduce that amount of time.

3. Zoning and Development are Consistent with Comprehensive Plan

The development is existing and is consistent with the Comprehensive Plan and existing zoning.

4. Deed Restricted and/or Workforce Housing

There are no existing deed restricted or workforce housing units included in the application service area.

5. Potential For Reduced Environmental Impact

The proposed connection will eliminate a potential source of environment and water quality degradation resulting from deficiencies in the applicant's existing onsite treatment and disposal systems comprised of two failing or substandard on-site community subsurface effluent disposal systems that may lead to environmental degradation and/or compromised water quality. Further, connection of Individual lots will also eliminate subsurface discharges. The existing disposal and treatment systems discharge sewage into the ground for treatment within a mile up gradient from the Town's western water supply wells and eliminating the subsurface disposal systems eliminates potential sources of contamination to the drinking water supply.

6. Geographical Location

The Community Lots are located on a hillside and the Individual lots are located in the low lands with known high ground water levels. Both of which are challenging for wastewater treatment and disposal. The applicant has presented a plan they consider viable to connect to existing infrastructure that is already connected to the Town's wastewater system. While outside of the Town's existing contracted service area, the existing development is located such that it would be an "infill" to our current contracted service area, meaning that it is located along existing sewerage infrastructure that connects to the Town's system.

7. Magnitude of Request

Preference is given to connection requests with minimal impact to the capacity timeline. This request proposes adding 40 lots to the service area, approximately 26,400 gallons per day.

8. Costs To Upgrade and Impacted User Classes

The proposed connection costs of improvements and upgrades will be borne by the applicant and at no cost to the Town or current rate payers. Because this area was not considered in the modeling during the recent Capacity Study, the Applicant will be responsible for modeling the impacts the connection would have on facilities downstream of the connection and paying for any and all necessary upgrades required by the connection. Should Council approve this request for sewer service, the Town will work with the Applicant to evaluate and determine any necessary improvements to the Town's sewer and treatment systems. Sewage from this connection will flow through the Cottonwood/High School Road sewer that is slated for enlargement in the future.

The ISRHOA conveyance system will be designed, constructed, operated, and maintained by the applicant. Ongoing costs to the Town to provide service, including the need to upgrade existing Town lines through which service will be provided to the ISRHOA system, will be borne by all users, both inside and outside of the Town jurisdiction.

CONDITIONS OF APPROVAL

If this request for service is approved by Council at this initial step, staff recommends the following conditions of approval:

- A. The approval is for the Community, Individual, and Mixed Lots within the HOA for the uses presented.
- B. The ISRHOA shall be one customer of the Town. Individual billing of each Community, Individual, and Mixed Lot within the ISRHOA shall be the responsibility of the HOA.
- C. All wastewater conveyed to the Town from the Community and Individual Lots, and to maximum extent possible the Mixed Lots and the TSS lot, shall be master metered.
- D. That a Connection and Use Agreement for Sewer Services be presented to the Town Council not more than one year from the date of the motion to approve the request for service.
- E. Prior to construction of any infrastructure or service connecting to the Town systems and prior to connecting to any party already connected to Town systems, permits for the construction of said infrastructure must be issued by the Town.
- F. Applicant shall be responsible for all costs to design, permit, and construct upgrades determined necessary within or to the Town's systems associated with services for the development, specifically, but not limited to, compensation for the time of Town employees working on this application, billed at an hourly rate of \$100.00 per hour, from the initial request through to final permitting.
- G. The ISRHOA agrees to participate in good faith negotiations to provide land and easements for additional Town water infrastructure in the future, including wells, storage tanks, and watermain.

Possible Alternatives.

1. Modify the conditions of approval and approve the request to connect.
2. Vote against the request to connect.
3. Other.

Comprehensive Plan & Priority Alignment.

This project relates to the Town Comprehensive Plan Common Value #1- Ecosystem Stewardship. Staff has provided the following sections of the Comprehensive Plan for consideration along with this request.

Common Value #1 – Ecosystem Stewardship

- Principle 1.2: Preserve and enhance water and air quality.
 - Policy 1.2.c: Monitor and maintain water quality – calls for monitoring cumulative impacts on water quality and the effectiveness of mitigation efforts and strive to exceed State and Federal requirements for quality and monitoring to enhance water quality in the area.

Fiscal Impact.

The Town charges a \$601 application fee for sewer service requests located in the County, and a \$100 per hour rate for staff time, as described in Condition of Approval F. One-time capacity fees will be collected prior to connection that would be determined by the fees established in the Municipal Code at the time of application for the permit to construct the connection. Fees associated with construction permits will also be charged at the time of connection (step 3 in the Town process for sewer service requests). The ongoing fiscal impacts thereafter are the wastewater base and usage rates paid to the Town. The amounts are set forth in Title 13 of the Jackson Municipal Code.

When additional services are connected to the Town's sewer systems, there is a cumulative impact to the Town's operation and maintenance costs for the wastewater collection and treatment systems and reductions in the Town systems' remaining capacities.

Staff Impact.

Step 1: Staff time during Step 1 has been approximately 16 hours between Public Works, Planning, Legal and Administration staff.

Step 2: Drafting and Consideration of Connection and Use Agreements for Sewer Services will each have the following impacts.

- CUA Drafting: approximately 20-40 hours for Administration and Public Works, and 20-40 hours for Legal, for a total of 40-80 hours.
- CUA Finalization and Staff Reports: 8-16 Hours for each Administration, Legal, and Public Works for a total of 24 to 48 hours.

Step 3: Connection Permits for a system can take 8-24 hours and each individual connection and additional 4-8 hours.

Staff notes that these requests for service outside the corporate limits of the Town are time intensive, including significant time to review, draft, execute and administer the CUA.

The impact to the Town of providing wastewater service to the Applicant at this time is minimal but contributes to the cumulative impact to Public Works staff who maintain the sewer systems, the Finance Department that handles the billing, and to the Wastewater Treatment Plant capacity as the Town continues to connect more customers both within and outside of Town limits.

Attachments or Links.

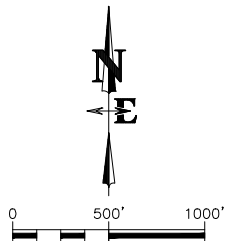
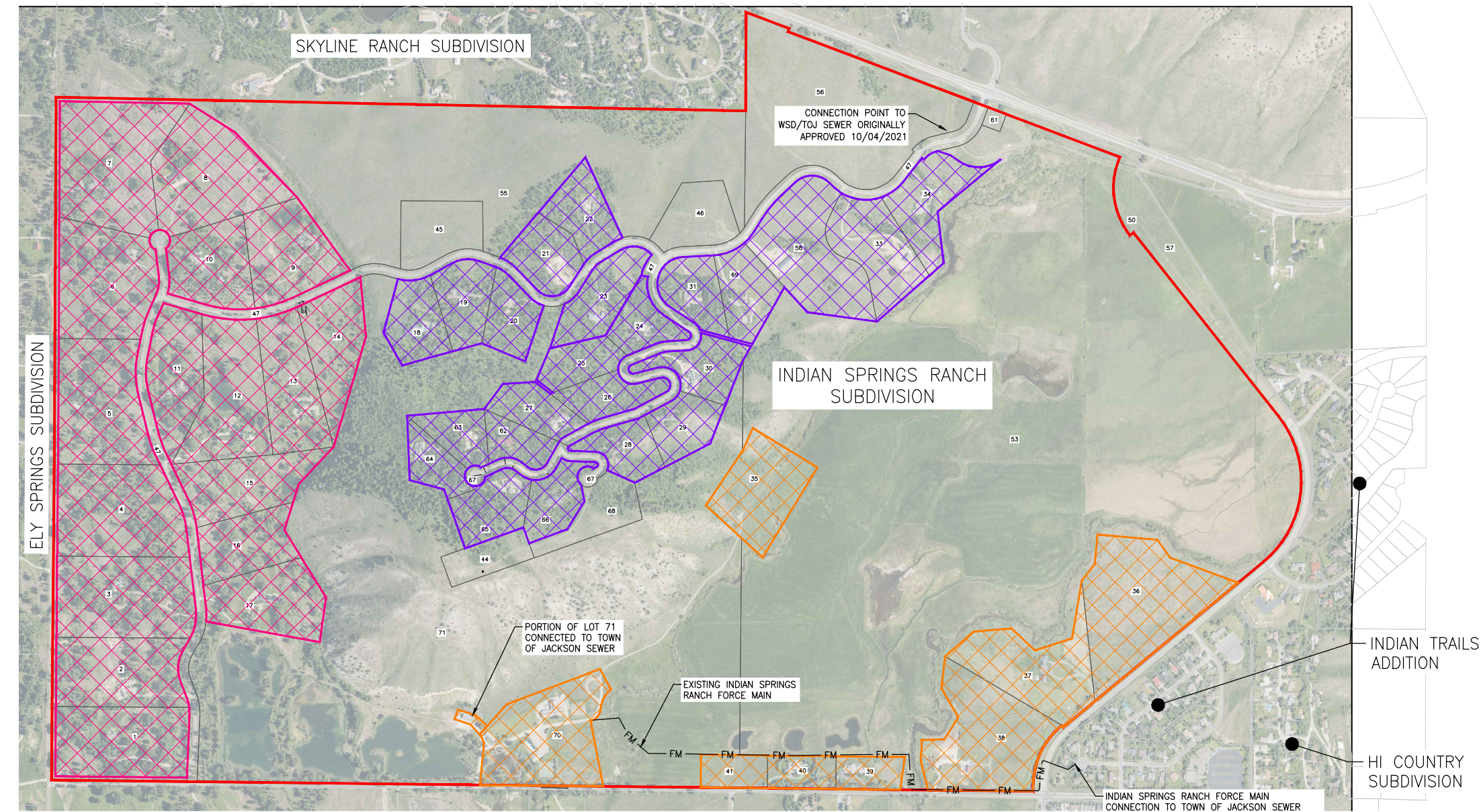
- ISR Sewer Service Area Overview (proposed connection area map)
- Application Materials

Suggested Motion.

I move to:

1. approve the Indian Springs Ranch HOA, Inc. request for sewer collection and treatment services subject to the conditions of approval set forth in this staff report;
2. direct staff to draft an appropriate Wastewater Treatment Facilities Connection and Use Agreement, as determined by the Town Attorney;
3. Supersede and incorporate, as appropriate, all previous agreements related to the ISR Sewer Service Area; and
4. present the Agreement to Council for consideration at a future Council Meeting.

S:\Projects\2022\03-01 2022 Indian Springs Ranch HGA - CD\4 Drawings\GIS\SYSTEM AREA EXHIBIT.dwg (SERVICE SYSTEM AREA DIVERVIEW) - Jun 06 2023 04:23:12 pm PLOTTED BY: rcss DWG FORMAT: 241



ISR SEWER SERVICE AREA OVERVIEW

SCALE: 1" = 1000' (11X17)

LEGEND



COMMUNITY LOTS SERVICE AREA
CURRENT UIC COLLECTION/TREATMENT SYSTEM
PROPOSED CONNECTION TO TOWN OF JACKSON



INDIVIDUAL LOTS SERVICE AREA
CURRENT INDIVIDUAL SEPTIC SYSTEMS
PROPOSED CONNECTION TO TOWN OF JACKSON



MIXED LOTS SERVICE AREA
CONNECTED TO TOWN OR ALREADY ACKNOWLEDGED ELIGIBLE
CONNECTION TO TOWN OF JACKSON AT OWNER'S PREROGATIVE



INDIAN SPRINGS RANCH SUBDIVISION EXTERIOR BOUNDARY

NOTES:

1. MIXED LOTS 37 AND 38 PRESENTLY EMPLOY INDIVIDUAL SEPTIC SYSTEMS.
2. PROVISIONS EXIST TO FACILITATE CONNECTION OF RESIDENTIAL LOTS 35 THROUGH 41 TO TOWN OF JACKSON.
3. LOTS 39, 40, 41, 70, AND 71 ARE CURRENTLY CONNECTED TO TOWN OF JACKSON.

DRAWING NO

APPENDIX F

JOB NO

22-013-01

JOB TITLE

INDIAN SPRINGS RANCH

GENERAL CONSULTATION

TETON COUNTY, WY

DRAWING TITLE

ISR SEWER SERVICE AREA OVERVIEW:

EXISTING AND PROPOSED

CONNECTION TO TOJ

DATE

06/06/2023

REV.

SURVEYED

ENGINEERED

DRAWN

CHECKED

APPROVED

NE

TR

BIG

TR

NELSON
ENGINEERING

P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

ORDINANCE Q

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1196, 1198, 1210 THROUGH 1217, 1222, 1278, 1299, 1313, 1314, 1316, 1324, AND SECTIONS 2.2.2.C THROUGH 2.2.10.C, 2.3.13.C, 3.3.1.C, 6.1.4, 6.1.5, AND 6.3.2 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING SHORT TERM RENTAL UNITS.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1198 and 1313 and Section 6.1.4 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

LDR Section 6.1.4 Residential Uses

6.1.4.A. All Residential Uses

1. Definition. A residential use is a living facility, certified under the International Residential or Building Code or by HUD, that includes permanent provision for long-term permanent living, sleeping, eating, cooking, and sanitation and not for short-term transient lodging or short-term rental use.

6.1.4.A.2. Standards

- a. No residential unit or portion of a residential unit may be rented such that occupancy by the lessee is limited to fewer than 30 consecutive days unless approved for short-term rental use. Short-term rental of fewer than 30 consecutive days shall be considered a lodging use subject to the standards of Sec. 6.1.5. A time-share condominium is considered a residential use as long as the ownership intervals are more than 30 consecutive days. Any ownership intervals of less duration shall be considered a lodging use.

SECTION II.

Section 1 of Town of Jackson Ordinance No. 1196 and Section 6.1.5 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

LDR Section 6.1.5 Lodging Uses

6.1.5.A. All Lodging Uses

1. Definition. A lodging use is a sleeping unit or residential unit, or portion of a residential unit, rented such that occupancy is limited to fewer than 30 consecutive days.

6.1.5.C. Short-term Rental Unit

1. Definition. Short-term rental means the rental of all or a portion of a residential unit such that occupancy is limited to fewer than 30 consecutive days.

2. Standards

- a. No residential unit or portion of a residential unit may be rented so as to limit occupancy to fewer than 30 consecutive days unless permitted for short-term rental.

Example of prohibited residential use: The owner of a house located in a residential zoning district outside of the Lodging Overlay (e.g., NL-5), executes a lease for 30 days but restricts occupancy of the tenant to only 7 days. This arrangement, or any other similar lease

arrangement, is not a residential use. It is a short-term rental use that requires a BUP permit per the LDRs.

- b. Developments that have been approved for short-term rental use of fewer than 30 consecutive days prior to November 9, 1994, will be allowed to continue such rental use in accordance with Div. 1.9. or in accordance with the PUD approval, whichever is applicable.
- c. A short-term rental unit shall be subject to the stricter of the two standards when residential and nonresidential standards both apply.

EXAMPLE: A short-term rental unit is subject to lodging affordable workforce housing requirements rather than residential affordable workforce housing requirements. See also 6.3.5.C.1.a when changing use from residential to short-term rental

- d. Short-term rental use in residential zone districts NL-1 to NL-5, NM-1, NM-2, NH-1, R, MHP, and OR is limited to a maximum of three separate rentals per calendar year for a maximum of 60 total rental days.
- e. Short-term rental use in the NL-1 to NL-5, NM-1, NM-2, NH-1, R, MHP, and OR zones requires notification of neighbors, including any HOA governing the applicant’s property, according to the requirements of Sec. 8.2.14.C.2. prior to approval of the BUP. Notice shall be done by applicant and shall contain the contact information, including phone number and email address, of person(s) designated to be responsible to address all questions and complaints on a 24-hour/365-day basis about the operation of the Short-term rental.
- f. A business license shall be approved either prior to or concurrent with issuance of the BUP.
- g. All BUPs for short-term rental use in a residential zone expire on December 31 annually.
- h. A property found to be in violation of any requirement in Section 6.1.5.C shall not be issued a BUP for a short-term rental unit for a minimum of five years.

SECTION III.

Section 1 of Town of Jackson Ordinance Nos. 1210, 1313, and 1324 and Section 2.2.2.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

Add “Short-term Rental Unit” use as a Basic Use Permit (BUP) in each residential zone as an Accessory Use as shown below (NL-1 through NL-5, NM-1, NM-2, NH-1, OR, and R).

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Short-term Rental Unit	B	1 unit per lot	n/a	1 DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Accessory Uses					
Accessory Residential Unit (6.1.11.B.) (E.2.)	B	1 unit per lot	(E.2.)	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Home Daycare Center (6.1.11.G.)	C	n/a	n/a	1/employee + 2 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.12.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt
Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.2.), C=Conditional Use Permit (Sec. 8.4.3.)					

Add: "Short-term Rental Unit" as BUP as shown above as an Accessory Use

SECTION IV.

Section 1 of Town of Jackson Ordinance Nos 1211, 1313, 1324 and Section 2.2.3.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Short-term Rental Unit	B	1 unit per lot	n/a	1 DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	n/a	n/a	1/employee + 1 per stored vehicle	0.000123 * sf
Accessory Uses					
Accessory Residential Unit (6.1.11.B.) (E.2)	B	1 unit per lot	(E.2)	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Home Daycare Center (6.1.11.G.)	C	n/a	n/a	1/employee + 2 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.12.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

Add: "Short-term Rental Unit" as BUP as shown above as an Accessory Use

SECTION V.

Section 1 of Town of Jackson Ordinance Nos 1212, 1313, 1324 and Section 2.2.4.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Short-term Rental Unit	B	1 unit per lot	n/a	1 DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Open Space					
Agriculture (6.1.3.B.)	B	n/a	n/a	n/a	exempt
Residential					
Detached Single-Family Unit (6.1.4.B.)	Y	1 unit per lot	8,000 sf habitable excluding basement	2/DU	0.000017(sf) + (Exp(-15.49 + 1.59*Ln(sf)))/2.176
Transportation/Infrastructure					
Utility Facility (6.1.10C.C.)	C	n/a	n/a	1/employee + 1/stored vehicle	0.000123 * sf
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	n/a	n/a	1/employee + 1 per stored vehicle	0.000123 * sf
Accessory Uses					
Accessory Residential Unit (6.1.11.B) (E.1)	B	1 unit per lot	(E.1)	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.12.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

Add: “Short-term Rental Unit” as BUP as shown above as an Accessory Use

SECTION VI.

Section 1 of Town of Jackson Ordinance Nos. 1213, 1313, 1324 and Section 2.2.5.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Short-term Rental Unit	B	1 unit per lot	n/a	1 DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Open Space					
Agriculture (6.1.3.B.)	B	n/a	n/a	n/a	exempt
Residential					
Detached Single-Family Unit (6.1.4.B.)	Y	1 unit per lot	8,000 sf habitable excluding basement	2/DU	$0.000017(sf) + (Exp(-15.49 + 1.59 \cdot \ln(sf)))/2.176$
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a	n/a	1/employee + 1/stored vehicle	$0.000123 \cdot sf$
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	n/a	n/a	1/employee + 1 per stored vehicle	$0.000123 \cdot sf$
Accessory Uses					
Accessory Residential Unit (6.1.11.B.) (E.1)	B	2 units per lot	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.12.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.E.)	B	n/a	n/a	1/employee	exempt

Add: “Short-term Rental Unit” as BUP as shown above as an Accessory Use

SECTION VII.

Section 1 of Town of Jackson Ordinance Nos. 1214, 1299, 1313, 1324 and Section 2.2.6.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Short-term Rental Unit	B	1 unit per lot	n/a	1 DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Accessory Uses					
Accessory Residential Unit (6.1.11.B.) (E.1) (E.2)	B	2 units per lot	(E.1)	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Home Daycare Center (6.1.11.G.)	C	n/a	n/a	1/employee + 2 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.11.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.E.)	B	n/a	n/a	1/employee	exempt

Add: “Short-term Rental Unit” as BUP as shown above as an Accessory Use

SECTION VIII.

Section 1 of Town of Jackson Ordinance Nos. 1215, 1313, and 1324 and Section 2.2.7.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Short-term Rental Unit	B	1 unit per lot	n/a	1 DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Open Space					
Agriculture (6.1.3.B.)	B	n/a	n/a	n/a	exempt
Residential					
Detached Single-Family Unit (6.1.4.B.)	Y	(E.1)	8,000 sf habitable-excluding basement	2/DU	$0.000017(sf) + (Exp(-15.49 + 1.59 \cdot \ln(sf)))/2.176$
Attached Single-Family Unit (6.1.4.C.)	B	1 unit per lot		1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	$0.000017(sf) + (Exp(-14.17 + 1.59 \cdot \ln(sf)))/2.176$
Apartment (6.1.4.D.) (E.1)	B	(E.1)			$0.000017(sf) + (Exp(-14.17 + 1.59 \cdot \ln(sf)))/2.176$
Dormitory (6.1.4.E.)	C	n/a	n/a	1/bed	exempt
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	exempt
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a	n/a	1/employee + 1/stored vehicle	0.000123 * sf
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	n/a	n/a	1/employee + 1 per stored vehicle	0.000123 * sf
Accessory Uses					
Accessory Residential Unit (6.1.11.B.) (E.2)	B	(E.1)	(E.2)	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.11.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.E.)	B	n/a	n/a	1/employee	exempt

Add: "Short-term Rental Unit" as BUP as shown above as an Accessory Use

SECTION IX.

Section 1 of Town of Jackson Ordinance Nos. 1216, 1313, 1316, and 1324 and Section 2.2.8.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Short-term Rental Unit	B	n/a	n/a	1 DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Accessory Uses					
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Home Daycare Center (6.1.11.G.)	C	n/a	n/a	1/employee + 2 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.11.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

Add: "Short-term Rental Unit" as BUP as shown above as an Accessory Use

SECTION X.
 Section 1 of Town of Jackson Ordinance Nos. 1217, 1313, 1316, and 1324 and Section 2.2.9.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Short-term Rental Unit	B	n/a	n/a	1 DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Accessory Uses					
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Home Daycare Center (6.1.11.G.)	C	n/a	n/a	1/employee + 2 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.11.D.)	B	1 unit per lot (max)	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

Add: "Short-term Rental Unit" as BUP as shown above as an Accessory Use

SECTION XI.
 Section 1 of Town of Jackson Ordinance Nos. 1222, 1313, and 1324 and Section 2.2.10.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Short-term Rental Unit	B	n/a	n/a	1 DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Div. 6.2.) (E.1)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Wireless Communications Facilities (6.1.10.D.)				0.75/employee + 0.75/stored vehicle	0.000123 * sf
Minor	B	n/a	n/a		
Accessory Uses					
Accessory Residential Unit (6.1.11.B.)	B	n/a	n/a	1/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Family Home Daycare (6.1.11.E.)	B	n/a	n/a	0.75/employee + 0.75 off-street parking	

Add: "Short-term Rental Unit" as BUP as shown above as an Accessory Use

SECTION XII.

Section 1 of Town of Jackson Ordinance Nos. 1278, 1313, and 1324 and Section 2.2.13.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Short-term Rental Unit	B	n/a	n/a	1 DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt

1. Allowed Uses				2. Use Requirements	
Use	Permit	BSA (min)	Density (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Residential					
Mobile Home (6.1.4.E.) (E.1)	B	0 sf	n/a	2/DU	exempt
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	0 sf	n/a	1/employee + 1/stored vehicle	0.000123 * sf
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	0 sf	n/a	1/employee + 1 per stored vehicle	0.000123 * sf
Accessory Uses					
Home Occupation (6.1.11.D.)	B	0 sf	n/a	n/a	exempt
Temporary Uses					
Temporary Shelter (6.1.12.D.)	B	0 sf	1 unit per lot		
Temp. Gravel Extraction and Processing (6.1.12.E.)	B	0 sf	n/a	1/employee	exempt

Add: "Short-term Rental Unit" as BUP as shown above as an Accessory Use

SECTION XIII.

Section 1 of Town of Jackson Ordinance Nos. 1074 and Section 3.3.1.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Short-term Rental Unit	B	1 unit per lot	n/a	1 DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt

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 _____, 2023.

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 R

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NO. 1192 AND JACKSON MUNICIPAL CODE SECTION 12.32.030 REGARDING PATHWAYS SPEED LIMITS 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.

Section 1 of Town of Jackson Ordinance No. 1192 and Jackson Municipal Code 12.32.030(B) are hereby amended and reenacted to read as follows:

- 12.32.030 Speed limits.
- A. No person shall operate a device on a pathway at a greater speed than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing.
- B. Except when a special hazard exists that requires lower speed for compliance with subsection A above, the speed limit on the pathway shall be established by the Town and indicated and posted on appropriate signs.
- (Ord. ____ § 1, 2023; Ord. 1192, § 1, 2018)

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 JULY , 2023.
PASSED 2ND READING THE 7 DAY OF AUGUST , 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 _____, 2023.

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 S

AN ORDINANCE REPEALING SECTION 1 (IN PART) OF ORDINANCE 1192 AND JACKSON MUNICIPAL CODE SECTIONS 12.32.040 AND 12.32.060 REGARDING PATHWAYS 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 (in part) of Ordinance No. 1192 and Jackson Municipal Code 12.32.040.
- b. Section 1 (in part) of Ordinance No. 1192 and Jackson Municipal Code 12.32.060.

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 JULY, 2023.
PASSED 2ND READING THE 7 DAY OF AUGUST , 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 _____, 2023.

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 T

AN ORDINANCE REPEALING SECTION 1 (PART) OF TOWN OF JACKSON ORDINANCE NOS. 1337 AND 872; SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1302, 1002, 457, 384, 360, 145B (1973), 145B (1974), 145A AND 145; AND SECTION 2.04.010 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING REGULAR MEETINGS 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 (part) of Ordinance No. 1337 and Jackson Municipal Code 2.04.010.
- b. Section 1 of Ordinance No. 1302 and Jackson Municipal Code 2.04.010.
- c. Section 1 of Ordinance No. 1002 and Jackson Municipal Code 2.04.010.
- d. Section 1 (part) of Ordinance No. 872 and Jackson Municipal Code 2.04.010.
- e. Section 1 of Ordinance No. 457 and Jackson Municipal Code 2.04.010.
- f. Section 1 of Ordinance No. 384 and Jackson Municipal Code 2.04.010.
- g. Section 1 of Ordinance No. 360 and Jackson Municipal Code 2.04.010.
- h. Section 1 of Ordinance No. 145B (1973) and Jackson Municipal Code 2.04.010.
- i. Section 1 of Ordinance No. 145AB (1974) and Jackson Municipal Code 2.04.010
- j. Section 1 of Ordinance No. 145A and Jackson Municipal Code 2.04.010.
- k. Section 1 of Ordinance No. 145 and Jackson Municipal Code 2.04.010.

(Ord. ____ § 1, 2023; Ord. 1337 § 1, 2022; Ord. 1302 § 1, 2021; Ord. 1002 § 1, 2012; Ord. 872 § 1, 2008; Ord. 457 § 1, 1993; Ord. 384 § 1, 1989; Ord. 360 § 1, 1987; Ord. 145B § 1, 1974; Ord. 145B § 1, 1973; Ord. 145A § 1, 1972; Ord. 145 § 1, 1971).

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 as 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 7 DAY OF AUGUST, 2023.

PASSED 2ND READING THE ____ DAY OF ____ 2023.

PASSED AND APPROVED THE ____ DAY OF ____ 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

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 _____, 2023.

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

STAFF REPORT



Meeting Date:	August 21, 2023	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Town Clerk	Presenter:	Riley Taylor
Agenda Item:	Ordinance V: An Ordinance Annexing Central Wyoming College – Jackson Campus	Public Comment:	Yes

Purpose & Policy Considerations.

This is the first reading of Ordinance V, an ordinance annexing Central Wyoming College – Jackson Campus to the Town of Jackson. There will be two more readings of Ordinance V prior to adoption.

Requested Action.

If required findings were made, staff requests that Council approve Ordinance V on first reading. If the public hearing was continued, no action is necessary.

Recommendations.

If required findings were made, staff recommends that Council approve Ordinance V on first reading. If the public hearing was continued, staff recommends Council take no action.

Background.

A public hearing was conducted earlier in the meeting on August 21, 2023 to accept public comment and to determine if conditions required by W.S. 15-1-402 exist and that the required procedures have been met. Assuming that Council was able to make the required findings, adoption of this ordinance is the next step in the annexation process.

Analysis & Key Policy Questions.

There are no new policy questions to consider.

Possible Alternatives.

- 1) Approve Ordinance V on first reading
- 2) Take no action

Comprehensive Plan & Priority Alignment.

Annexation of Central Wyoming College – Jackson Campus is consistent with the goals of the Comprehensive Plan to concentrate development and activity in Town, and Policy 4.2.b to create a balanced mix of non-residential uses in Town, including educational facilities.

Fiscal Impact.

If adopted, the cost to publish the ordinance will be approximately \$200. The annexation will generate no revenue for the Town because the property is tax exempt for educational purposes. Because there are no residential units on the site, annexation of this property is not expected to increase the Town's population and thus will not affect the population-based sales tax split.

Staff Impact.

Legal, Public Works, Engineering, Planning, Clerk and Administration Department staff spent approximately 40 hours preparing annexation proceedings.

Attachments or Links.

Ordinance V: An Ordinance Annexing Central Wyoming College – Jackson Campus into the Town of Jackson

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

I move to approve Ordinance V: An Ordinance Annexing Central Wyoming College – Jackson Campus into the Town of Jackson.

ORDINANCE V

AN ORDINANCE ANNEXING TO THE TOWN OF JACKSON, WYOMING A 2.0 ACRE PARCEL PART OF THE SE¼ SW¼ of Section 6, TWP.40N, R.116W, 6th P.M., TETON COUNTY, WYOMING; AMENDING THE ZONING DISTRICT MAP TO INCLUDE THE ANNEXED PROPERTY; AND CLASSIFYING SAID 2.0 ACRES AS A PART OF THE PUBLIC / SEMI-PUBLIC ZONING DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

The Town of Jackson hereby finds as follows:

- a. That Central Wyoming College, the owner of the 2.0 acre parcel part of the SE¼ SW¼ of Section 6, TWP.40N, R.116W, 6th P.M, Teton County, Wyoming, has petitioned the governing body of the Town of Jackson to annex the real property described herein and to make it a part thereof; and
- b. That an accurate annexation map of said land is attached to this ordinance as Exhibit A, said map prepared by Matthew P. Gotham, a Survey Manager with Jorgensen Associates, Inc., licensed in the State of Wyoming; and
- c. That the annexation of said area is for the protection of health, safety, and welfare of the persons residing in the area and the Town of Jackson; and
- d. That the area sought to be annexed will constitute a natural, geographical, economical, and social part of the Town of Jackson; and
- e. That the area is a logical and feasible addition to the Town and that the extension of basic services such as water and sewer systems, police and fire protection and other services customarily available in the Town of Jackson can, within reason, be furnished; and
- f. That the Town of Jackson does not own or operate its own electrical utility, and its governing body is prepared to designate a utility to serve the annexed area pursuant to Wyo. Stat. §15-1-410, and to authorize the designated utility to serve the entire annexed area.

SECTION II.

That all of the real property described in Exhibit A is hereby annexed to the Town of Jackson, Wyoming, and shall become a part thereof.

SECTION III.

On the taking effect of this Ordinance, the corporate limits of the Town of Jackson and boundary lines thereof shall show and include the above-described property as being within a portion of said Town.

SECTION VI.

The Official Zoning District Map of the Town of Jackson is hereby amended to include the property described in Exhibit A in the Public / Semi-Public zoning district. If subject to the scenic resources overlay and/or natural resources overlay designations on the current Teton County zoning map, said designation shall also apply after the property is annexed into the Town.

SECTION V.

The Clerk of the Town of Jackson is hereby authorized and directed to file a certified copy hereof with the County Clerk of Teton County, Wyoming.

SECTION VI.

This Ordinance shall be in full force and effect upon its publication.

PASSED 1ST READING THE _____ DAY OF _____, 2023.
PASSED 2ND READING THE _____ DAY OF _____, 2023.
PASSED, APPROVED, AND ADOPTED THE _____ DAY OF _____, 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

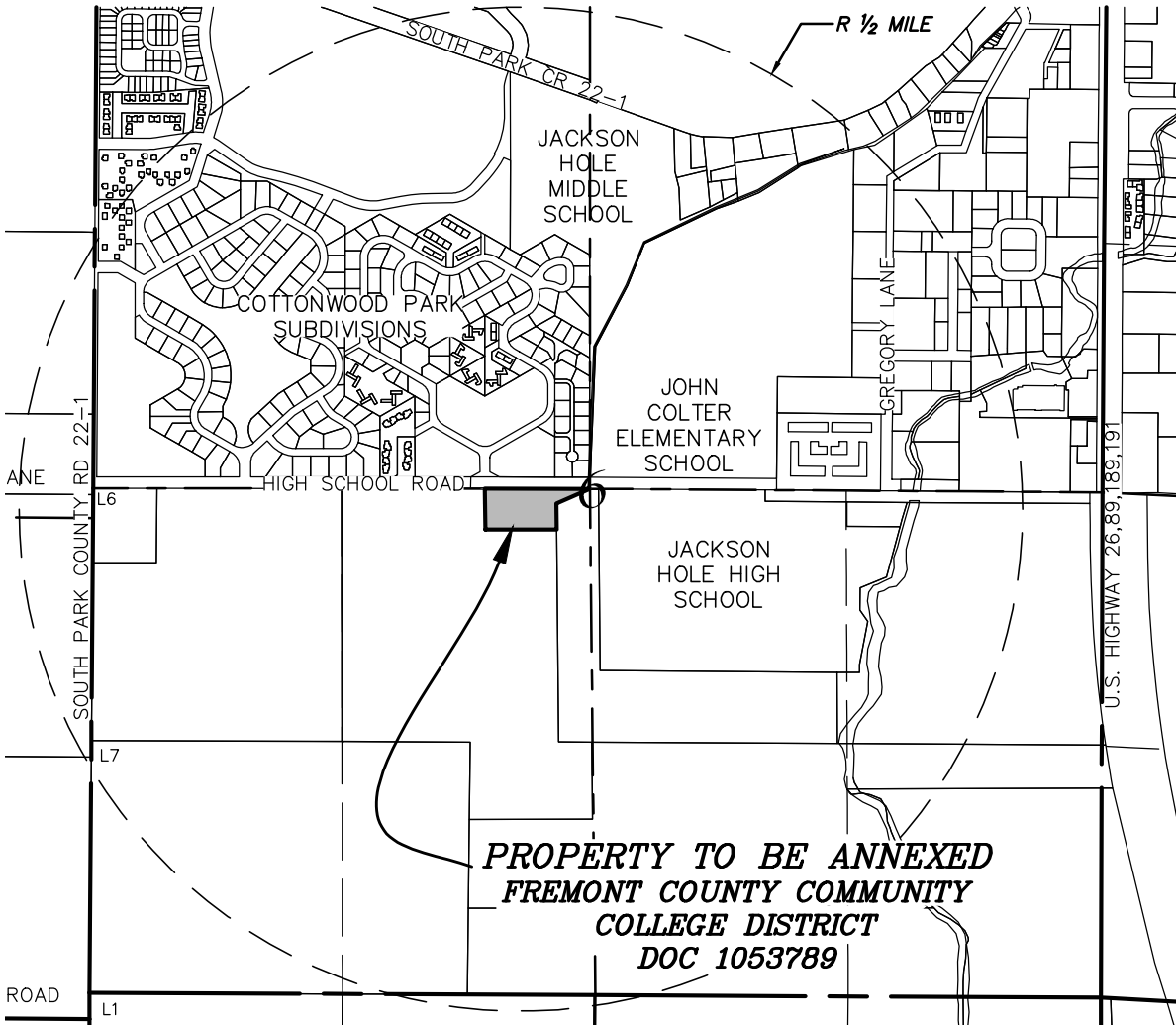
Riley Taylor, Town Clerk

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 & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2023. I further certify that the foregoing Ordinance was duly recorded on page ____ in Book ____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk



SEC. 6, T.40N., R.116W.

SCALE: 1" = 1000'

EXHIBIT A

TOWN OF JACKSON ANNEXATION REPORT

LOCATED WITHIN
Section 6 T.40N., R.116W., 6th P.M.
Teton County, Wyoming



JORGENSEN

JACKSON, WYOMING 307.733.5150
www.jorgeng.com

PREPARED BY: STAFF

MAP PREPARED: 07/18/2023

PROJECT NUMBER: 22070

STAFF REPORT



Meeting Date:	August 21, 2023	Meeting Title:	Regular Council Meeting
Submitting Department:	Town Clerk	Presenter:	Lynsey Lenamond
Agenda Item:	Board of Examiners (BOE) Reappointments	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Mayor and Council to consider reappointments to the Board of Examiners.

Requested Action.

Staff request Council consider reappointing board members with expiring terms on the Board of Examiners.

Recommendations.

Staff recommends the reappointment of the below listed members of the BOE.

Background.

The BOE is made up of 5-9 members, with each members' term lasting two years. Three members of the BOE have terms that expired July 31, 2023. Those members are Jade Beus, Mike Mielke, and Damon Wilson. Jade Beus and Mike Mielke would like to serve a new term. Staff advertised the vacancies for two months and received no letters of interest except from the two current members that expressed interest in being reappointed.

Analysis.

Section 15.36.010 of the Municipal Code relates to the Board of Examiners and states in relevant part:

Town of Jackson Board of Examiners shall be created, consisting of five (5) to nine (9) members, including a chairperson, to be appointed by the Town Council. The Board shall serve at the pleasure of the Town Council and members shall be volunteer, non-paid positions. Upon the affirmative vote of a majority of the Town Council, members may be removed from the Board. Members of the Board of Examiners shall consist of tradespeople from the trades that are being regulated or others who have knowledge of such issues as may be taken under consideration by the Board of Examiners. At least one member shall be from the public at large.

Possible Alternatives.

1. Make reappointments at a later date.
2. Direct staff to readvertise for letters of interest.

Comprehensive Plan & Priority Alignment.

Having a Board of Examiners is in alignment with Principle 8.1, *Strategies to maintain current, coordinated service delivery.*

Fiscal Impact.

The cost of advertising for open positions on the BOE amounted to roughly \$620.

Staff Impact.

Staff spent approximately 3 hours speaking with board members, relevant department heads, organizing the advertisements, preparing the staff report, and updating the volunteer board database.

Attachments or Links.

None.

Suggested Motion.

Council: I move to reappoint Jade Beus and Mike Mielke to the Board of Examiners for two-year terms, both of which shall expire July 31, 2025.

STAFF REPORT



Meeting Date:	August 21, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Town Clerk	Presenter:	Lynsey Lenamond
Agenda Item:	Planning Commission/Board of Adjustment (PC/BOA) Reappointment	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Mayor and Council to consider a reappointment to the Planning Commission/Board of Adjustment ("PC/BOA").

Requested Action.

Staff requests Council consider reappointing a board member with an expiring term on the PC/BOA.

Recommendations.

Staff recommends the reappointment of the member of the PC/BOA.

Background.

The PC/BOA has 3-7 members, with each term lasting three years. One member of the PC/BOA has a term that expired on July 31, 2023. That member wishes to serve a new three-year term. Staff has so far advertised the two vacancies on this Board for two months with no letters of interest except from the current member who expressed interest in reappointment. Staff will continue to advertise for the remaining vacancy.

Analysis.

Section 2.40.010 of the Municipal Code relates to the Planning Commission and states, in relevant part, that the Planning Commission "*shall consist of an odd number of not more than 7 members and not less than 3.*" The PC/BOA members are appointed by the Mayor with the advice and consent of the Town Council.

Possible Alternatives.

1. Make the reappointment at a later date.
2. Not reappointment the board member.

Comprehensive Plan & Priority Alignment.

The Planning Commission/Board of Adjustment helps to accomplish Section 3, *Responsible Growth Management*, and Section 4, *Town as the Heart of the Region* of our Comprehensive Plan.

Fiscal Impact.

Advertising the vacancies on the PC/BOA has amounted to roughly \$1,240.00 thus far. Advertising is ongoing.

Staff Impact.

Staff spent approximately 3 hours speaking with board members, relevant department heads, organizing advertising, preparing a staff report, and updating the volunteer board database.

Attachments or Links.

None.

Suggested Motion.

Mayor: I nominate Katie Wilson to the Planning Commission/Board of Adjustment for a three-year term, expiring July 31, 2026.

Council: I move to consent to the reappointment of Katie Wilson to the Planning Commission/Board of Adjustment for a three-year term, expiring July 31, 2026.

Mayor: I reappoint Katie Wilson to the Planning Commission/Board of Adjustment for a three-year term, expiring July 31, 2026.

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: August 21, 2023

RE: Town Manager's Report

Intertribal Gathering

The Town has been asked to provide \$5,000 to support an Intertribal Gathering being organized by various nonprofits and agencies in the Greater Yellowstone. It will include representatives from 28 Tribal Nations. If Council votes to support this, funding would come from the 'Community Initiatives' line item of the budget, which currently has \$10,000. Support would include registration for two representatives from the Town to attend the two-day gathering. Organizers also offered for the entire Town Council to attend one of the dinners, if that is of interest.

About the Intertribal Gathering: This gathering is a 2-day event October 4 & 5 at the Snow King Conference Center. It will include regional agency updates and discussion of topics such as equitable co-stewardship and co-management, best practices for robust collaboration, and how partners can appropriately support Tribal interests. With multiple regional land and resource planning processes currently underway or soon to initiate, the Gathering will provide Tribes and Indigenous-led interest groups an opportunity to share their vision for the future of landscapes in the greater Yellowstone with agency decision-makers. The Gathering will also include opportunities to foster connections with the broader Jackson Hole community at a Lighted Teepees ceremony and REMATRIBUTE dance performance by Patti Baldes in the evening.

Why: As multiple federal agencies are about to begin plan revisions, this is a pivotal opportunity to shape the future management of the heart of the Rockies by elevating the traditional stewards of its lands and waterways—Tribal Nations and Indigenous communities. Doing so will result in more sustainable and equitable management that extends beyond agency boundaries, greater empathy between cultural communities and our environments, and ultimately, a resilient and intact ecosystem functioning for future generations.

Follow-Up from Actions Related to Land Acknowledgement

The Town will host art made by Patti Baldes' REMATRIBUTE series on the lawn of Town Hall from September 10 through October 4. Baldes is presenting and performing at an event in September and again at the Intertribal gathering listed above. The Town will host her artwork on the lawn for the intervening month between these two events.

Staff is working to schedule additional 'Mending Relationships' workshops led by Cherokee Brown and is planning a trip to the Wind River Tribal Buffalo Initiative, overseen by Patti Baldes with her husband Jason, in the Spring of 2024.

State Legislature's Regulatory Reduction Task Force

The Regulatory Reduction Task Force was established by the Legislature's Management Council at a

meeting in the spring of 2023. This Task Force is considering ways to reduce regulatory burdens to speed-up processes across the state. Unlike legislative committees, this Task Force cannot sponsor bills, but is instead tasked with making recommendations to Governor Mark Gordon and the Legislature about what the state can do to address issues related to overregulation by October 1.

At the Task Force's first meeting on June 19, it established three Subcommittees focused on Agriculture, Energy, and Housing. The Housing Subcommittee has had various discussions focused on and material to Jackson's Housing Department and Planning and Building regulations. Town staff is working with our Legislative Advisor to draft a letter that addresses various items the Housing Subcommittee has focused on and highlighting the tools we utilize in Jackson and Teton County to help ensure a majority of our workforce can live locally. The full Regulatory Reduction Task Force's next meeting is scheduled for September 20 and 21 in Lander Wyoming. Staff plans to finalize a letter for Council to consider at its meeting on September 11. If approved, staff will submit this letter with sufficient time for Task Force Members to read and digest it before its next meeting. The Town's Legislative Advisor, Town Manager Tyler Sinclair, and Housing Director April Norton will all attend the meeting in Lander. Sinclair and Norton are listed on the meeting's agenda and will both address the Task Force the morning of September 21.

Downtown Ambassador Branding

During discussions about the Downtown Ambassador, Town Council made it clear they wanted to ensure the Town was recognized with its branding. Town staff made sure this request was realized and the tent pictured below is currently being used by the ambassador on the square.

