

Special Town Council Meeting

September 11, 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/86943474871?pwd=aFNjV2d4bEIOU3NPSjV0NVBDQndOUT09>

If the link does not work, join at zoom.com with Webinar ID **869 4347 4871** Password: **83001**

or join by phone **+1 719 359 4580** with Webinar ID **869 4347 4871** and Password: **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
 - 1. Hunger Action Month

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 21, 2023 Special Town Council Workshop
 - 2. August 21, 2023 Regular Town Council Meeting
- B. Disbursements
- C. August Municipal Court Report
- D. Temporary Sign Permit for Teton Leadership Center (P23-143) (Paul Anthony)
- E. Temporary Sign Permit for Wyoming Snow & Avalanche Workshop (P23-130) (Paul Anthony)
- F. Temporary Sign Permit for Jackson Hole Ski & Snowboard Club Annual Ski Swap (P23-134)

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

(Paul Anthony)

- G. Temporary Sign Permit for Black Tie Blue Jeans Ski Ball (P23-135) (Paul Anthony)
- H. Equipment Purchase Approval for a New Street Sweeper (Johnny Ziem)
- I. School Resource Officer Agreement (Michelle Weber)
- J. Crane Swing Agreement - 80 E. Karns (E23-0230) (Brian Lenz)

V. DISCUSSION/ACTION ITEMS

- A. Fire/EMS
 - 1. Fire Emergency Preparedness Update (Steve Jellie)
- B. Administration
 - 1. Non-Operational Bar and Grill License Extension Request - Rusty Parrot Lodge & Spa LLC (Lynsey Lenamond)
- C. Building
 - 1. Demolition Permit at 135 N Gros Ventre (DEM23-0016) (Kelly Sluder)
- D. Community Development
 - 1. Response to Regulatory Reduction Task Force (Tyler Sinclair)

VI. RESOLUTIONS

- A. Resolution 23-18: A Resolution Setting the Regular Meeting Schedule (Roxanne Robinson)

VII. ORDINANCES

- A. Ordinance T: An Ordinance Repealing the Regular Meeting Schedule to Allow Setting by Resolution (Third Reading, to be designated Ordinance 1351)
- B. Ordinance V: An Ordinance Annexing Central Wyoming College - Jackson Campus (Second Reading)
- C. Ordinance W: An Amendment to the Official Zoning Map for Karns Meadow (P23-079) (First Reading)
- D. Ordinance X: An Ordinance Updating Required Bicycle Parking (P23-016) (First Reading)

VIII. TOWN MANAGER'S REPORT

- A. Town Manager's Report

IX. ADJOURN

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

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.



PROCLAMATION DESIGNATING SEPTEMBER AS HUNGER ACTION MONTH

WHEREAS, addressing food insecurity is fundamental to the future of Jackson; and,

WHEREAS, hunger and poverty are issues of vital concern in Jackson and Teton County where at least 3.4% of families live below the poverty line, one in every six children does not know where their next meal is coming from, and 3.5% of students are eligible for free or reduced-price lunch in our school district; and,

WHEREAS, due to the COVID-19 Pandemic, inflation, and our high cost-of-living, more families in Teton County have become food insecure; and,

WHEREAS, the need for comprehensive, coordinated emergency food programs is critical to our community and local agencies such as Hole Food Rescue, the Jackson Cupboard, Teton County School District, Foodbank of Wyoming, and others regularly collaborate to help ensure our neighbors do not go hungry; and,

WHEREAS, it is our responsibility as members of this community to recognize and learn about food insecurity and to do our part to reduce hunger; and,

WHEREAS, the Town of Jackson is committed to combating hunger in our community and supporting agencies that provide resources for people in need; and,

WHEREAS, the Town of Jackson signed on to the Mayor’s Alliance to End Child Hunger with 250 other Mayors to help educate people about hunger relief and the importance of devoting resources and attention to hunger and food insecurity issues; and

WHEREAS, Wyoming’s First Lady Jennie Gordon notes that, “Wyoming is committed to preventing food insecurity by increasing awareness and support for the work of local anti-hunger organizations statewide and by advocating for a future where no child faces the school day on an empty stomach. If you want to eliminate hunger, everyone has to be involved.”; and

WHEREAS, designating the month of September “Hunger Action Month” brings attention to food insecurity in our community;

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, Wyoming do hereby proclaim September 2023 as Hunger Action Month and encourage all citizens to increase their understanding and awareness of food insecurity and how it impacts our nation, state, county, town, and community.

DATED THIS 11th DAY of SEPTEMBER 2023.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

AUGUST 21, 2023

JACKSON, WYOMING

The Jackson Town Council met in special workshop in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 1:30 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, Jonathan Schechter, and Jim Rooks. Jessica Sell Chambers was absent.

STAFF: Tyler Sinclair, Roxanne Robinson, Johnny Ziem, Paul Anthony, Susan Scarlata, and Riley Taylor.

Update to Anti-Discrimination Ordinance Adding Anti-Bias Crime. Lea Colasuonno made staff comment. Council held discussion with staff. Mike Yin made public comment. A motion was made by Jim Rooks and seconded by Arne Jorgensen to direct staff to present an ordinance for first reading at staff's earliest convenience based on the conversation that occurred today during the Special Town Council Workshop. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Center for the Arts Outdoor Event Noise Review. Roxanne Robinson made staff comment. Council held discussion with staff. Terry Winchell, Karen Stewart, Audrey Hagen, RuthAnne Petroff, Emily Cohen, Chris Lea, Jeff Counts, and David Hopkins made public comment. Michelle Weber made staff comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to:

1. Direct staff to present ordinances repealing 6.4.3 of the LDRs related to noise and Section 12.28.050.H. of the Municipal Code regarding noise associated with special events, and
2. Direct the Town Manager to continue to condition special events to end by 10pm with the exception of the Teton County Fair, the 4th of July Fireworks, and the rodeo.

Arne Jorgensen withdrew the second part to the motion. Jonathan Schechter agreed to the amendment. Mayor Morton Levinson called for the vote to direct staff to present ordinances repealing 6.4.3 of the LDRs related to noise and Section 12.28.050.H. of the Municipal Code regarding noise associated with special events. The vote showed 3-1 with Mayor Morton Levinson, Arne Jorgensen, and Jonathan Schechter in favor and Jim Rooks opposed. The motion carried.

Council recessed at 3:15pm and reconvened at 3:23pm.

Voluntary Preapplication Meeting for Hotel at 335 N. Cache and Surrounding Lots. Paul Anthony made staff comment. Brad Wagstaff and Stephen Fodor made applicant comment. Council held discussion with staff. April Norton made staff comment. There was no public comment. No motions were made.

Naming Policy. There was no discussion. A motion was made by Jonathan Schechter and seconded by Jim Rooks to continue discussion of the Naming Policy to the next available meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council Priorities and Upcoming Agendas. Tyler Sinclair made staff comment. Council held discussion with staff. No motions were made.

Adjourn to Executive Session. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn meeting to executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with Wyoming Statutes 16-4-405(a)(iii). Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 4:41 p.m. Minutes: rt.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

AUGUST 21, 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 was absent.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Paul Anthony, Johnny Ziem, and Riley Taylor.

Council recited the pledge of allegiance and land acknowledgement.

Public Comment. Daniel Wagsdale made public comment.

Consent Calendar. A motion was made by Jonathan Schechter 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 meeting minutes from the August 2, 2023 Special Town Council Meeting and August 7, 2023 Regular Town Council Meeting.

B. **Disbursements.** To approve disbursements as presented. 842-NCPERS GROUP WYOMING \$192.00; ACE HARDWARE \$1,796.06; AFLAC \$2,399.87; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$177,802.71; ALPHAGRAPHICS \$77.92; AMAZON \$989.25; ANDERS GLASS AND TINT \$470.00; ARCHIVESOCIAL, INC. \$4,788.00; B.P SUNSHINE ROOFERS \$6,000.00; BEST BEST & KRIEGER \$7,868.00; BIG R RANCH & HOME \$14.99; BLUE SPRUCE CLEANERS, INC \$507.67; BLUE360 MEDIA, LLC \$698.36; BRIGGS, ERIC L \$411.55; BURKHOLDER, SHAWN \$1,942.50; CARQUEST AUTO PARTS INC. \$577.62; CASELLE INC. \$1,867.00; CERTIFIED LABORATORIES \$1,236.85; CHARLIE'S PLUMBING OF JH \$948.00; CITY OF DRIGGS \$1,551.69; CONRAD & BISCHOFF INC. \$33,425.00; CONTROL SYSTEM TECHNOLOGY, INC. \$785.00; CONVERGEONE, INC \$4,118.16; CORE & MAIN LP \$76,876.07; DASH MEDICAL GLOVES \$152.85; DEAN'S PEST CONTROL LLC \$255.00; DELTA DENTAL PLAN OF WYOMING \$5,110.00; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$450.00; E.R. OFFICE EXPRESS \$129.36; ELECTRICAL WHSLE SUPPLY CO INC \$120.22; ELITE PARTS \$124.13; EMPLOYERS COUNCIL SERVICES \$7,700.00; ENERGY LABORATORIES INC. \$682.00; ETNA TRADE PARK LLC \$4,062.00; FIRE SERVICES OF IDAHO \$2,160.00; FIRST TRANSIT \$9,584.35; FORMASPACE TECHNICAL FURNITURE \$10,199.89; FREEDOM MAILING SERVICE INC. \$1,876.43; FROG CREEK PARTNERS, LLC \$2,496.00; GARCIA, ISRAEL \$40.00; GE SOFTWARE \$80.00; GILLIG LLC \$4,688.81; GUHEEN, TOM \$155.00; H&R ENTERPRISES \$1,167.63; HD FOWLER COMPANY \$200.00; HEALTH TECHNOLOGY \$202.54; HEROLD, RON \$90.00; HIGH COUNTRY LINEN \$1,870.22; HUNT CONSTRUCTION INC \$5,373.00; IDAHO STATE TAX COMMISSION \$6,503.00; INTERNATIONAL CYBERNETICS COMPANY, LP \$2,000.00; INTERSTATE BATTERY \$903.75; IVY OUTDOOR SERVICES LLC \$18,343.25; JACKSON GROUP LOCKBOX \$979.44; JACKSON HOLE LAW, PC \$3,505.00; JACKSON HOLE NEWS & GUIDE \$2,005.30; JACKSON HOLE PUBLIC ART \$27,830.00; JACKSON LUMBER INC \$75.16; JH20 WATER CONDITIONING & FILTRATION \$192.50; JORGENSEN ASSOCIATES, PC \$393,150.40; KAPP, NATALIE \$76.00; LAFAYETTE INSTRUMENT COMPANY \$6,000.00; LENZ, BRIAN \$205.41; LITTLE FALLS MACHINE \$19,445.00; LOWER VALLEY ENERGY INC \$35,923.55; MARKMAN, JASON \$1,900.00; MEXIA, DOMINGO \$880.00; MOBILITY FOREFRONT LLC \$35,000.00; MORTON-LEVINSON, HAILEY \$1,194.55; MSC INDUSTRIAL SUPPLY CO \$22.71; MUSGROVE ENGINEERING, PA \$7,000.00; NAPA AUTO PARTS INC. \$848.04; NELSON ENGINEERING \$4,414.00; NEW WEST BUILDING COMPANY INC. \$8,000.00; ONE CALL OF WYOMING \$439.50; PELLETIER, CARL \$6.15; PREMIER TRUCK- SALT LAKE CITY \$347.49; PROTERRA \$9.30; QUADIENT FINANCE USA, INV \$2,000.00; R & A SAFETY LLC \$543.00; RAE, JOSHUA \$7,100.00; RIDGELINE EXCAVATION INC \$41,150.02; RT1 INC \$20.15; RUI INC. DBA VILLAGE GARDNER \$392.50; SAFETY SUPPLY & SIGN CO., INC. \$740.17; SCHWARTZ, ANDY \$4,167.00; SCOTT, LEE ANNA \$112.50; SHERWIN-WILLIAMS CO. \$177.89; SILVERSTAR \$869.73; SMITH PSYCHOLOGICAL SERVICES \$400.00; SNAKE RIVER ROASTING \$160.90; SPECTRUM \$299.97; SPRING CREEK ANIMAL HOSPITAL \$43.55; SPSC POA - SOUTH PARK SERVICES CTR POA \$301.38; STANARD & ASSOCIATES, INC \$133.00; STANDARD INSURANCE COMPANY \$10,072.56; STONE, KIRK \$2,940.00; STOTZ EQUIPMENT \$144.42; SUSTAINABLE STRATEGIES DC, LLC \$7,500.00; TETON COUNTY CLERK \$491,676.50; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$26,441.44; TETON COUNTY PUBLIC HEALTH \$535.00; TETON COUNTY PUBLIC WORKS \$45,830.78; TETON COUNTY SHERIFF-DISPATCH \$201,218.83; TETON COUNTY-FUND 10 \$116,584.70; TETON COUNTY-FUND 19 \$52,915.12; TETON TRASH REMOVAL, INC. \$103.00; THE AFTERMARKET PARTS COMPANY, LLC \$772.06; THE CONNOR E FIELD TRUST \$2,575.00; THOMSON WEST \$920.94; THYSSEN KRUPP ELEVATOR CORP. \$4,076.43; T-MOBILE \$92.73; TMSC LLC \$12,887.24; UCM DIGITAL HEALTH, INC \$851.50; VALLEY OFFICE SYSTEMS \$416.84; VICTOR VILLAGE, LLC \$1,500.00; VIRGINIAN LODGE \$1,139.09; VISION SERVICE PLAN - (WY) \$1,753.23; WAMCO LAB, INC. \$550.00; WATKINS, LUXIANNA \$400.00; WATKINS, MARK \$83.20; WEBER, MICHELLE \$716.79; WESTBANK SANITATION \$3,145.56; WESTERN CHARTERS AND TOURS, LLC \$158,050.00; WESTERN STATE \$5,112.78; WESTWOOD CURTIS \$123,568.26; WHITE GLOVE CLEANING, INC. \$8,644.63; WILMA D SORSBY TRUST

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	842092023	PAYROLL DEDUCTIONS	08/01/2023	96.00	96.00	08/29/2023
Total 328:					96.00	96.00	
51	ACE HARDWARE	080223	ANMIAL SHELTER SUPPLIES	08/02/2023	478.99	.00	
51	ACE HARDWARE	820249	ANCHOR	04/05/2023	8.99	.00	
51	ACE HARDWARE	821766	PALM WORK	04/20/2023	15.48	.00	
51	ACE HARDWARE	830774	VARNISH	06/26/2023	43.98	.00	
51	ACE HARDWARE	836704	SUPPLIES	08/10/2023	30.62	.00	
51	ACE HARDWARE	836788	SOCKETS	08/11/2023	27.98	.00	
51	ACE HARDWARE	836802	BATTERY	08/11/2023	31.98	.00	
51	ACE HARDWARE	836806	VARNISH	08/11/2023	62.46	.00	
51	ACE HARDWARE	836834	SANDPAPER	08/11/2023	5.49	.00	
51	ACE HARDWARE	836864	MARKERS	08/11/2023	9.98	.00	
51	ACE HARDWARE	837060	ANT SPRAY	08/14/2023	23.98	.00	
51	ACE HARDWARE	837067	LIGHT BULBS	08/14/2023	12.98	.00	
51	ACE HARDWARE	837070	PLIERS	08/14/2023	205.91	.00	
51	ACE HARDWARE	837094	EXTENSION CORD	08/14/2023	149.99	.00	
51	ACE HARDWARE	837101	CREDIT	08/14/2023	70.00-	.00	
51	ACE HARDWARE	837230	CANTILEVER	08/15/2023	44.99	.00	
51	ACE HARDWARE	837378	WASHER CONE AND PLUG	08/16/2023	4.97	.00	
51	ACE HARDWARE	837480	STOPPER AND CLAMPS	08/16/2023	43.47	.00	
51	ACE HARDWARE	837548	VARNISH	08/17/2023	29.99	.00	
51	ACE HARDWARE	837599	CARGO STRAPS	08/17/2023	19.98	.00	
51	ACE HARDWARE	837601	SANDPAPER	08/17/2023	20.17	.00	
51	ACE HARDWARE	837609	TRANSFER PUMP	08/17/2023	189.99	.00	
51	ACE HARDWARE	837614	WASHERS AND NUTS	08/17/2023	55.65	.00	
51	ACE HARDWARE	837659	NYLONE LINE	08/18/2023	16.99	.00	
51	ACE HARDWARE	837700	KEYS	08/18/2023	26.94	.00	
51	ACE HARDWARE	837707	LAWN SEED	08/18/2023	19.99	.00	
51	ACE HARDWARE	837758	PAINTING SUPPLIES	08/18/2023	14.97	.00	
51	ACE HARDWARE	837887	CREDIT	08/20/2023	42.98-	.00	
51	ACE HARDWARE	838127	SPRAY PAINT	08/22/2023	33.98	.00	
51	ACE HARDWARE	838308	CAULK	08/23/2023	12.99	.00	
51	ACE HARDWARE	838309	NAILS	08/23/2023	24.99	.00	
51	ACE HARDWARE	838319	SEALANT	08/23/2023	50.97	.00	
51	ACE HARDWARE	838344	DRILL BIT	08/23/2023	9.98	.00	
51	ACE HARDWARE	838367	SUPPLIES	08/24/2023	230.89	.00	
51	ACE HARDWARE	838395	SPRAY PAINT	08/24/2023	48.00	.00	
51	ACE HARDWARE	838425	STAR SD WING	08/24/2023	25.98	.00	
51	ACE HARDWARE	838486	MAG NUT DRIVER	08/24/2023	12.98	.00	
51	ACE HARDWARE	838605	credit	08/25/2023	11.80-	.00	
51	ACE HARDWARE	838777	LIGHT BULBS	08/28/2023	71.96	.00	
51	ACE HARDWARE	838885	CAULK	08/28/2023	24.98	.00	
51	ACE HARDWARE	838893	MAGNET	08/28/2023	12.99	.00	
Total 51:					2,032.82	.00	
6861	ADVANCED NETWORK MANAG	BD0055123	ARUBASMF PERP	06/27/2023	3,707.08	.00	
Total 6861:					3,707.08	.00	
2269	AFLAC	013786	ACCOUNT #y9599	08/25/2023	2,399.87	2,399.87	08/29/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2269:					2,399.87	2,399.87	
88	AIRGAS INTERMOUNTAIN INC.	9140915599	LENS	08/08/2023	328.09	.00	
Total 88:					328.09	.00	
6686	Allegiance Benefit Plan Manage, I	081423	claims	08/14/2023	80,106.82	80,106.82	08/23/2023
6686	Allegiance Benefit Plan Manage, I	082123	claims	08/21/2023	7,174.44	7,174.44	08/30/2023
Total 6686:					87,281.26	87,281.26	
5726	AMAZON	1CRC-VKDK-X	BLUETOOTH KEYBOARDS AND	08/31/2023	303.87	.00	
5726	AMAZON	1JKJ-CP1K-1L	CUSTOMIZABLE TEST 1X5 PAT	06/08/2023	11.99	.00	
5726	AMAZON	1K3M-7P1J-M	NAME BADGES	08/16/2023	47.86	.00	
5726	AMAZON	1MHF-XTXH-F	TUBING NOTCHER	08/15/2023	366.98	.00	
5726	AMAZON	1N1F-CMRR-Y	FLASH DRIVE	08/18/2023	18.99	.00	
5726	AMAZON	1VKV-PK17-N6	UWS 36 IN GLOSS BLACK HEAV	08/11/2023	507.95	.00	
5726	AMAZON	1XQP-RCWH-	LYSOL WIPES	08/15/2023	17.96	.00	
5726	AMAZON	1XQP-RCWH-	TONERS	08/17/2023	2,781.63	.00	
Total 5726:					4,057.23	.00	
7221	ANDERS GLASS AND TINT	1074	WINDSHIELD REPLACEMENT	08/23/2003	560.00	.00	
Total 7221:					560.00	.00	
6250	ARBOR WORKS TREE SERVICE	7610	25 W KARNS TREE	08/28/2023	7,312.50	.00	
Total 6250:					7,312.50	.00	
3487	ARCHITECTURAL BUILDING SU	71481359	KEYS	08/14/2023	70.00	.00	
3487	ARCHITECTURAL BUILDING SU	71481362	REKEY	08/14/2023	45.00	.00	
Total 3487:					115.00	.00	
7027	ARISTORENAS, MARIA	081823	EQUITY TASK FORCE	08/18/2023	450.00	.00	
Total 7027:					450.00	.00	
1783	AT&T	287259163099	charges for account 25725916309	08/08/2023	2,189.42	.00	
1783	AT&T	287272169264	ACCOUNT #287272169264	08/12/2023	43.23	.00	
1783	AT&T	287279795460	MONTHLY ACCOUNT 287279795	08/11/2023	251.88	.00	
Total 1783:					2,484.53	.00	
6757	AXON ENTERPRISES, INC	INUS139528	INTERVIEW ROOM CAMERA SE	02/23/2023	9,501.04	.00	
6757	AXON ENTERPRISES, INC	INUS157767	FLEET 3 ADVANCED	05/12/2023	12,480.00	.00	
6757	AXON ENTERPRISES, INC	INUS178539	RESPOND DEVICE	08/15/2023	8,483.50	.00	
6757	AXON ENTERPRISES, INC	INUS178959	FLEET 3 ADVANCED	08/15/2023	67,073.50	.00	
Total 6757:					97,538.04	.00	
7028	BADILLO, MARCELA	081823	EQUITY TASK FORCE	08/18/2023	450.00	.00	
Total 7028:					450.00	.00	
7033	BERGMAN, PIERRE	081823	EQUITY TASK FORCE	08/18/2023	450.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7033:					450.00	.00	
7298	BERNALDEZ, COURTNEY	082423	REIMBURSE FOR TRAVEL	08/24/2023	649.86	.00	
Total 7298:					649.86	.00	
4774	BIG R RANCH & HOME	1628488	UNIFORM PANTS	07/28/2023	49.99	.00	
4774	BIG R RANCH & HOME	1631954	BLACK PIPE	08/18/2023	29.99	.00	
Total 4774:					79.98	.00	
7297	BISON HANDYMAN	082823	REFUND BUSINESS LICENSE	08/28/2023	117.00	.00	
Total 7297:					117.00	.00	
3500	BISON LUMBER	2308-818674	ICE AND WATER SHIELD	08/18/2023	218.92	.00	
Total 3500:					218.92	.00	
7296	BLUE COLLAR RESTAURANT G	082823	END OF SUMMER PICNIC	08/28/2023	3,087.32	.00	
Total 7296:					3,087.32	.00	
4634	BREAKFAST ROTARY OF JH	2518	QUARTERLY DUES	05/28/2023	175.00	.00	
4634	BREAKFAST ROTARY OF JH	2533	QUARTERLY DUES	07/15/2023	175.00	.00	
Total 4634:					350.00	.00	
6727	BRIGGS, ERIC L	23671	TOOLS	08/17/2023	147.95	.00	
6727	BRIGGS, ERIC L	23787	GLOVES	08/24/2023	129.90	.00	
Total 6727:					277.85	.00	
5996	BRIGHTLY	INV-219743	ASSET ESSENTIALS	07/28/2023	17,101.92	.00	
Total 5996:					17,101.92	.00	
5	CARQUEST AUTO PARTS INC.	6090-608699	CLAMPS	04/19/2023	20.70	.00	
5	CARQUEST AUTO PARTS INC.	6090-609576	CUP HOLDER	04/27/2023	21.31	.00	
5	CARQUEST AUTO PARTS INC.	6090-617675	TERMINAL	06/29/2023	19.03	.00	
5	CARQUEST AUTO PARTS INC.	6090-619881	AIR BLU	07/17/2023	29.90	.00	
5	CARQUEST AUTO PARTS INC.	6090-621552	ROTOR	07/28/2023	166.42	.00	
5	CARQUEST AUTO PARTS INC.	6090-623287	SEALANT	08/10/2023	16.69	.00	
5	CARQUEST AUTO PARTS INC.	6090-623499	GREASER GAL	08/11/2023	20.80	.00	
5	CARQUEST AUTO PARTS INC.	6090-624215	DODGE DURANGO NULL	08/17/2023	17.26	.00	
Total 5:					312.11	.00	
2876	CAST	1633	REGISTRATION CHAMBERS	10/27/2022	75.00	.00	
Total 2876:					75.00	.00	
544	CENTURYLINK	307-111-5050-2	307-111-5050 246m	08/07/2023	2,189.16	.00	
544	CENTURYLINK	307-733-3106	307-733-3106 742B	08/13/2023	48.04	.00	
544	CENTURYLINK	75912352	ACCOUNT NUMBER 75912352	08/20/2023	138.89-	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 544:					2,098.31	.00	
7089	CHARLIE'S PLUMBING OF JH	10364-3	SERVICE CALL	08/08/2023	1,450.00	.00	
Total 7089:					1,450.00	.00	
6001	CIVICPLUS	267937	HOURLY DESIGN	07/12/2023	160.00	.00	
6001	CIVICPLUS	28390	SOCIAL MEDIAL ARCHIVING	07/01/2023	4,788.00	.00	
Total 6001:					4,948.00	.00	
514	CONRAD & BISCHOFF INC.	IN-597464-23	FUEL	07/24/2023	635.25	.00	
514	CONRAD & BISCHOFF INC.	IN-630506-23	GAS	08/14/2023	37,362.48	.00	
514	CONRAD & BISCHOFF INC.	IN-643278-23	DEFEND AL GLOBAL AUTO	08/15/2023	744.75	.00	
514	CONRAD & BISCHOFF INC.	IN-653989-23	DIESEL	08/28/2023	37,025.65	.00	
Total 514:					75,768.13	.00	
1691	CORE & MAIN LP	S502161	USG	08/10/2023	7,200.00	.00	
1691	CORE & MAIN LP	T161682	PIPE HOLE SAW	08/16/2023	1,781.26	.00	
1691	CORE & MAIN LP	T308011	BRASS T BALL CURB	08/01/2023	242.04	.00	
1691	CORE & MAIN LP	T308068	ANTENNA ASSY	08/01/2023	93.28	.00	
1691	CORE & MAIN LP	T398419	CREDIT	08/15/2023	7,200.00-	.00	
Total 1691:					2,116.58	.00	
7300	CSC GLOBAL	082823	REFUND BUSINESS LICENSE A	08/28/2023	74.00	.00	
Total 7300:					74.00	.00	
611	CUMMINS SALES AND SERVICE	60-70084	TANKER	08/02/2023	236.69	.00	
Total 611:					236.69	.00	
7030	DAY, JEAN	081823	EQUITY TASK FORCE	08/18/2023	450.00	.00	
Total 7030:					450.00	.00	
148	DELL	10692714634	Adobe acrobat	08/14/2023	12,821.73	.00	
Total 148:					12,821.73	.00	
708	DELTA DENTAL PLAN OF WYOM	080123	JULY CLAIMS	08/01/2023	6,145.20	6,145.20	08/31/2023
708	DELTA DENTAL PLAN OF WYOM	080123	AUGUST PREMIUM	08/01/2023	1,352.00	1,352.00	08/31/2023
Total 708:					7,497.20	7,497.20	
7037	DICK ANDERSON CONSTRUCTI	082323	PAY APP 10 RECONCILIATION	08/23/2023	1,000.00	.00	
7037	DICK ANDERSON CONSTRUCTI	083123	TOJ PROJECT 22-06 CORE SER	08/25/2023	1,904,305.11	.00	
Total 7037:					1,905,305.11	.00	
6883	DIVISION OF CHILD SUPPORT	082423	DCSE CASE#5405448	08/24/2023	509.23	509.23	08/24/2023
Total 6883:					509.23	509.23	
2934	DLT SOLUTIONS, INC.	SI619276	Architecutre Engineering Construc	08/14/2023	7,770.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2934:					7,770.00	.00	
1134	ENERGY LABORATORIES INC.	572827	INFLUENT AND EFFLUENT	08/15/2023	479.00	.00	
1134	ENERGY LABORATORIES INC.	573236	ANALYSIS PARAMETER	08/16/2023	177.00	.00	
1134	ENERGY LABORATORIES INC.	573871	INFLUENT AND EFFLUENT	08/21/2023	203.00	.00	
1134	ENERGY LABORATORIES INC.	575127	SAMPLE	08/24/2023	133.00	.00	
Total 1134:					992.00	.00	
1634	ENTENMANN-ROVIN CO	0175410-IN	BADGES	08/07/2023	363.50	.00	
1634	ENTENMANN-ROVIN CO	0175411-IN	BADGES	08/07/2023	341.50	.00	
Total 1634:					705.00	.00	
81	EVANS CONSTRUCTION INC	082323	PROJECT 604123.005	08/23/2023	228,926.30	.00	
81	EVANS CONSTRUCTION INC	083123	RETAINAGE MILLWARD WATER	08/31/2023	21,996.10	.00	
81	EVANS CONSTRUCTION INC	234075	CORE FACILITY BUILDING	07/19/2023	25,685.00	.00	
81	EVANS CONSTRUCTION INC	234560	CORE FACILITY BUILDING	08/01/2023	6,862.50	.00	
81	EVANS CONSTRUCTION INC	234896	TOJ CORE BUILDING	08/10/2023	2,288.50	.00	
81	EVANS CONSTRUCTION INC	235031	CORE FACILITY BUILDING	08/11/2023	1,026.00	.00	
81	EVANS CONSTRUCTION INC	235147	TOPSOIL	08/15/2023	313.17	.00	
81	EVANS CONSTRUCTION INC	235169	TOJ CORE BUILDING	08/16/2023	10,989.00	.00	
81	EVANS CONSTRUCTION INC	235315	TOJ CORE BUILDING	08/17/2023	4,110.00	.00	
Total 81:					302,196.57	.00	
7228	EVANS, SARA	082823	RESTITUTION PAYMENT 23-02-	08/28/2023	300.00	.00	
Total 7228:					300.00	.00	
6293	EVOLUTION CONCRETE CUTTI	10788	DRILL CONCRETE	07/17/2023	2,230.00	.00	
Total 6293:					2,230.00	.00	
3550	EXPOSURE SIGNS INC	7919	TOJ STICKERS	07/17/2023	475.00	.00	
Total 3550:					475.00	.00	
7168	FALL RIVER RURAL ELECTIC	51773001 0823	CHATHAM LOOP ELECTRIC	08/21/2023	49.46	.00	
Total 7168:					49.46	.00	
3195	FERGUSON ENTERPRISES, IN	1781160	REP KIT	08/09/2023	54.90	.00	
Total 3195:					54.90	.00	
5337	FLAT CREEK WID	00	FCWID BUDGET FY24	08/11/2023	12,000.00	.00	
Total 5337:					12,000.00	.00	
4709	FLEETPRIDE	109719933	CAM AND GROOVE	08/02/2023	305.41	.00	
4709	FLEETPRIDE	109825109	NEW PURGE VALVE	08/07/2023	209.95	.00	
Total 4709:					515.36	.00	
7034	FRITTS, JASON	081823	EQUITY TASK FORCE	08/18/2023	450.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7034:					450.00	.00	
7290	FULAS, GEORGIANA MANUELA	082323	BOND REFUND 23-05-0034	08/23/2023	740.00	740.00	08/23/2023
Total 7290:					740.00	740.00	
7104	GEDDES, GLENN	081423	SAFETY BOOTS	08/14/2023	100.00	.00	
Total 7104:					100.00	.00	
4212	GILLIG LLC	41072289	WINDSHIELD	08/08/2023	2,792.04	.00	
4212	GILLIG LLC	41076837	VALVE	08/21/2023	665.36	.00	
Total 4212:					3,457.40	.00	
6551	GWALTNEY, WOODROW	081423	SAFETY BOOTS	08/14/2023	100.00	.00	
Total 6551:					100.00	.00	
6913	H & R ENTERPRISES, LLC	546	JACKET WITH LOGO	08/08/2023	112.25	.00	
Total 6913:					112.25	.00	
4988	HD FOWLER COMPANY	I6469401	V-PLUG	07/31/2023	160.00	.00	
4988	HD FOWLER COMPANY	I6473809	V-PLUG	08/03/2023	320.00	.00	
4988	HD FOWLER COMPANY	I6483775	VALVE BOX	08/14/2023	486.10	.00	
4988	HD FOWLER COMPANY	I6488122	VALVE BOX	08/17/2023	519.25	.00	
4988	HD FOWLER COMPANY	I6489364	VALVE BOX	08/19/2023	477.16	.00	
4988	HD FOWLER COMPANY	RA481877	CREDIT	08/09/2023	160.00-	.00	
Total 4988:					1,802.51	.00	
7031	HERNANDEZ, BRANDON	081823	EQUITY TASK FORCE	08/18/2023	450.00	.00	
Total 7031:					450.00	.00	
96	HIGH COUNTRY LINEN	0393431	MATS @ WWTP	08/09/2023	64.65	.00	
96	HIGH COUNTRY LINEN	0394644	MATS @ TOWN HALL	08/15/2023	209.21	.00	
96	HIGH COUNTRY LINEN	0394926	MATS @ START	08/16/2023	230.13	.00	
96	HIGH COUNTRY LINEN	0395723	MATS @ SI FERRIN	08/21/2023	17.75	.00	
96	HIGH COUNTRY LINEN	0395726	MATS @ HOME RANCH	08/21/2023	54.56	.00	
96	HIGH COUNTRY LINEN	S0395221	WET MOP AND BLEACH	08/17/2023	28.02	.00	
Total 96:					604.32	.00	
503	HUNT CONSTRUCTION INC	10872	ASPHALT PATCH	08/29/2023	2,775.00	.00	
Total 503:					2,775.00	.00	
7292	IDA COUNTY SHERIFF'S OFFIC	CV-2023-111	CASE NUMBER CV-2023-111	08/17/2023	56.08	.00	
Total 7292:					56.08	.00	
36	IDAHO STATE TAX COMMISSIO	083023	AUGUST WITHHOLDINGS	08/30/2023	5,289.00	5,289.00	08/29/2023
Total 36:					5,289.00	5,289.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7024	IDAHO STEAM CLEANING LLC	4412	DRYER DUCT CLEANING	08/14/2023	275.00	.00	
Total 7024:					275.00	.00	
106	INTERSTATE BATTERY	22258135	BATTERIES	08/08/2023	110.96	.00	
106	INTERSTATE BATTERY	22258214	BATTERIES	08/15/2023	391.90	.00	
106	INTERSTATE BATTERY	22258295	BATTERIES	08/22/2023	130.95	.00	
106	INTERSTATE BATTERY	22258367	BATTERIES	08/29/2023	145.95	.00	
Total 106:					779.76	.00	
618	I PRO TECH, LLC	INV46644	ZL MAINTENANCE LICENSE	07/22/2023	6,838.97	.00	
Total 618:					6,838.97	.00	
2	JACKSON CURBSIDE INC.	00031070	PW RECYCLING	07/10/2023	225.00	.00	
2	JACKSON CURBSIDE INC.	00031077	TOWN HALL RECYCLING	07/10/2023	525.00	.00	
2	JACKSON CURBSIDE INC.	00031115	HOME RANCH RECYCLING	08/10/2023	795.00	.00	
2	JACKSON CURBSIDE INC.	00031139	SI FERRIN RECYCLING	08/10/2023	225.00	.00	
2	JACKSON CURBSIDE INC.	00031155	DOWNTOWN RECYCLING	08/10/2023	1,530.00	.00	
2	JACKSON CURBSIDE INC.	00031178	TOWN SQUARE RECYCLING	08/20/2023	725.00	.00	
Total 2:					4,025.00	.00	
6931	JACKSON DOWNTOWNER, LLC	1024	START ON DEMAND	08/11/2023	102,894.36	.00	
Total 6931:					102,894.36	.00	
7163	JACKSON GROUP LOCKBOX	647432IF	FILTER	08/10/2023	160.98	.00	
7163	JACKSON GROUP LOCKBOX	648011IF	FILTER	08/17/2023	160.98	.00	
7163	JACKSON GROUP LOCKBOX	648924IF	FUEL FILTERS	08/29/2023	1,253.22	.00	
7163	JACKSON GROUP LOCKBOX	648932IF	FILTER	08/29/2023	160.98	.00	
Total 7163:					1,736.16	.00	
6474	JACKSON HOLE LAW, PC	2040	AUGUST LEGAL SERVICES	08/30/2023	3,505.00	.00	
Total 6474:					3,505.00	.00	
131	JACKSON HOLE NEWS & GUID	354419	AD#418953	06/28/2023	63.00	.00	
131	JACKSON HOLE NEWS & GUID	355473	AD#419767	07/26/2023	486.40	.00	
131	JACKSON HOLE NEWS & GUID	355474	AD#419808	07/26/2023	135.00	.00	
131	JACKSON HOLE NEWS & GUID	355475	AD#419806	07/26/2023	472.50	.00	
131	JACKSON HOLE NEWS & GUID	355476	AD#419807	07/26/2023	1,386.00	.00	
131	JACKSON HOLE NEWS & GUID	355914	AD#419767	08/02/2023	486.40	.00	
131	JACKSON HOLE NEWS & GUID	356302	AD#420589	08/16/2023	493.40	.00	
131	JACKSON HOLE NEWS & GUID	356362	AD#420249	08/16/2023	63.00	.00	
131	JACKSON HOLE NEWS & GUID	356362	AD#420248	08/16/2023	63.00	.00	
131	JACKSON HOLE NEWS & GUID	356559	AD#420701	08/23/2023	67.50	.00	
131	JACKSON HOLE NEWS & GUID	356561	AD#420699	08/23/2023	976.50	.00	
131	JACKSON HOLE NEWS & GUID	356562	AD#420246	08/23/2023	270.00	.00	
131	JACKSON HOLE NEWS & GUID	356623	AD#420574 OLD BILLS	08/23/2023	125.00	.00	
131	JACKSON HOLE NEWS & GUID	356650	AD#420593	08/23/2023	433.20	.00	
131	JACKSON HOLE NEWS & GUID	356651	AD#420542	08/23/2023	577.60	.00	
131	JACKSON HOLE NEWS & GUID	356791	AD#420814	08/30/2023	679.50	.00	
131	JACKSON HOLE NEWS & GUID	356792	AD#420815	08/30/2023	139.50	.00	
131	JACKSON HOLE NEWS & GUID	356850	AD#420575	08/30/2023	125.00	.00	
131	JACKSON HOLE NEWS & GUID	356889	AD#420797	08/30/2023	722.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
131	JACKSON HOLE NEWS & GUID	356890	AD#420642	08/30/2023	851.20	.00	
131	JACKSON HOLE NEWS & GUID	356996	AD#420500	08/31/2023	329.84	.00	
131	JACKSON HOLE NEWS & GUID	356997	AD#420488	08/31/2023	384.80	.00	
131	JACKSON HOLE NEWS & GUID	356998	AD#420387	08/31/2023	659.64	.00	
131	JACKSON HOLE NEWS & GUID	357104	AD#420573	08/31/2023	83.34	.00	
Total 131:					10,073.32	.00	
114	JACKSON LUMBER INC	0000908404-0	PIPE FLASHING	08/17/2023	86.94	.00	
114	JACKSON LUMBER INC	0000910112-00	FREIGHT	08/17/2023	17.36	.00	
114	JACKSON LUMBER INC	0000910283-0	ROOFING SCREWS	08/18/2023	70.88	.00	
114	JACKSON LUMBER INC	000091336-00	MARKING PAINT	08/18/2023	186.96	.00	
Total 114:					362.14	.00	
115	JACKSON PAINT AND GLASS, I	1131475	TEMPERED GLASS	08/03/2023	1,804.92	.00	
Total 115:					1,804.92	.00	
139	JORGENSEN ASSOCIATES, PC	51950	19137 FLAT CREEK SEWER	08/21/2023	12,094.02	.00	
139	JORGENSEN ASSOCIATES, PC	51950	19137 FLAT CREEK SEWER	08/21/2023	12,094.02	.00	
139	JORGENSEN ASSOCIATES, PC	51950	19137 FLAT CREEK SEWER	08/21/2023	12,094.02	.00	
139	JORGENSEN ASSOCIATES, PC	51973	CORE SERVICE APP#12	08/22/2023	80,318.07	.00	
139	JORGENSEN ASSOCIATES, PC	51973	CORE SERVICE APP#12	08/22/2023	575.00	.00	
139	JORGENSEN ASSOCIATES, PC	51983	PROJECT 22210 TOJ PROJECT	08/27/2023	1,085.00	.00	
Total 139:					118,260.13	.00	
2485	KENWORTH SALES COMPANY	004P24600	FREON	08/29/2023	659.98	.00	
Total 2485:					659.98	.00	
3332	KILMER'S BG DISTRIBUTING	18203	DFC+ HP	08/28/2023	4,300.00	.00	
Total 3332:					4,300.00	.00	
7281	KNIFE RIVER	072023	RETAINAGE	07/20/2023	12,119.50	.00	
Total 7281:					12,119.50	.00	
7029	KRUEGER, ERICA JADE	081823	EQUITY TASK FORCE	08/18/2023	450.00	.00	
Total 7029:					450.00	.00	
6807	LANGUAGE TESTING INTERNA	L75162_IN	spanish testing	08/21/2023	108.00	.00	
Total 6807:					108.00	.00	
6926	LEGACY PHILANTHROPY WOR	TOJ2023-2B	CONTACT	07/24/2023	5,020.00	.00	
Total 6926:					5,020.00	.00	
7236	LEGEND HYDROVACING, INC	241	CLEAN SEWER LINES	08/15/2023	2,130.00	.00	
Total 7236:					2,130.00	.00	
2224	LOCAL GOV'T LIABILITY POOL	14837	EO210003	07/27/2023	1,000.00	.00	
2224	LOCAL GOV'T LIABILITY POOL	14850	DEDUCTIBLE AA2400008	08/21/2023	1,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2224:					2,000.00	.00	
998	METROQUIP INC	P22667	CONV ROTATE	08/09/2023	144.21	.00	
998	METROQUIP INC	P23024	CON DRIVE CHAIN	08/28/2023	449.16	.00	
Total 998:					593.37	.00	
3373	MINOR, JEREMY	081423	safety boots	08/14/2023	100.00	.00	
Total 3373:					100.00	.00	
2201	MOUNTAIN PROPERTY MANAG	082423	REfund water capacity fee and m	08/24/2023	5,098.00	.00	
2201	MOUNTAIN PROPERTY MANAG	082423	REfund water capacity fee and m	08/24/2023	821.54	.00	
Total 2201:					5,919.54	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6375542001	CABLE TIES	08/16/2023	106.49	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6375542002	COUPLERS	08/18/2023	117.43	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6375628001	SUPPLIES	08/16/2023	292.87	.00	
Total 4623:					516.79	.00	
257	NAPA AUTO PARTS INC.	138920	AWD ACTUATOR	05/13/2023	148.98	.00	
257	NAPA AUTO PARTS INC.	146107	2008 TOYOTA PRIUS SENSOR	06/15/2023	280.68	.00	
257	NAPA AUTO PARTS INC.	152557	F250 SUPER CHARGE	07/12/2023	146.24	.00	
257	NAPA AUTO PARTS INC.	157625	FILTERS	08/01/2023	292.25	.00	
257	NAPA AUTO PARTS INC.	158510	MULTI VEHICLE	08/03/2023	314.70	.00	
257	NAPA AUTO PARTS INC.	158588	SUCTION HOSE	08/03/2023	919.85	.00	
257	NAPA AUTO PARTS INC.	159561	BRAKES	08/08/2023	329.98	.00	
257	NAPA AUTO PARTS INC.	159604	KOOLER KLEEN	08/08/2023	75.96	.00	
257	NAPA AUTO PARTS INC.	160162	DEXRONVIATF	08/10/2023	47.96	.00	
257	NAPA AUTO PARTS INC.	160255	DEGREASER	08/10/2023	27.98	.00	
257	NAPA AUTO PARTS INC.	160284	IDLER ARM ASSEMBLY	08/10/2023	561.52	.00	
257	NAPA AUTO PARTS INC.	160289	SEAL	08/10/2023	9.97	.00	
257	NAPA AUTO PARTS INC.	160331	AKEBONO	08/10/2023	100.79	.00	
257	NAPA AUTO PARTS INC.	160338	WIPER BLADES	08/10/2023	12.71	.00	
257	NAPA AUTO PARTS INC.	160533	PITMAN ARM ASSEMBLY	08/11/2023	105.07	.00	
257	NAPA AUTO PARTS INC.	160618	CHEVY TAHOE CONTROL ARM	08/11/2023	369.90	.00	
257	NAPA AUTO PARTS INC.	160974	WARRANTY	08/14/2023	162.51-	.00	
257	NAPA AUTO PARTS INC.	160975	ARNIRALL	08/14/2023	8.49	.00	
257	NAPA AUTO PARTS INC.	160976	CONTROL AR ASSEMBLY	08/14/2023	162.51	.00	
257	NAPA AUTO PARTS INC.	161063	HYD HOSE ADAPTERS	08/14/2023	7.97	.00	
257	NAPA AUTO PARTS INC.	161084	NAPA GOLD OIL FILTERS	08/14/2023	30.79	.00	
257	NAPA AUTO PARTS INC.	161292	NAPAGOLD OIL	08/15/2023	30.79	.00	
257	NAPA AUTO PARTS INC.	161524	TPMS	08/15/2023	280.68-	.00	
257	NAPA AUTO PARTS INC.	161985	TRICO FORCE BLADE	08/17/2023	287.90	.00	
257	NAPA AUTO PARTS INC.	161986	DODGE DURANGO OIL FILER	08/17/2023	123.44	.00	
257	NAPA AUTO PARTS INC.	162027	DODGE DURGANGO FIT REAR	08/17/2023	12.47	.00	
257	NAPA AUTO PARTS INC.	162515	2016 RAM OIL FILER	08/19/2023	4.44	.00	
257	NAPA AUTO PARTS INC.	163632	MUD FLAP	08/24/2023	29.58	.00	
257	NAPA AUTO PARTS INC.	163659	COUPLING	08/24/2023	6.97	.00	
257	NAPA AUTO PARTS INC.	164477	REAR BRAKE	08/28/2023	74.66	.00	
257	NAPA AUTO PARTS INC.	164666	GUMOUT	08/28/2023	4.99	.00	
257	NAPA AUTO PARTS INC.	165078	AIR FILTER	08/30/2023	74.77	.00	
257	NAPA AUTO PARTS INC.	165094	HITCH ADAPTER	08/30/2023	94.99	.00	
257	NAPA AUTO PARTS INC.	165157	BRAKE	08/30/2023	237.22	.00	
257	NAPA AUTO PARTS INC.	166423	ROTO BRAKE	08/28/2023	196.99	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 257:					4,690.32	.00	
7295	NATIONAL TRADE SUPPLY, LLC	INV0131128	AIR FILTER	08/16/2023	924.00	.00	
7295	NATIONAL TRADE SUPPLY, LLC	INV0131128	AIR FILTER	08/16/2023	84.00	.00	
7295	NATIONAL TRADE SUPPLY, LLC	INV0131128	AIR FILTER	08/16/2023	72.00	.00	
7295	NATIONAL TRADE SUPPLY, LLC	INV0131128	AIR FILTER	08/16/2023	60.00	.00	
7295	NATIONAL TRADE SUPPLY, LLC	INV0131128	AIR FILTER	08/16/2023	4,275.00	.00	
7295	NATIONAL TRADE SUPPLY, LLC	INV0131128	AIR FILTER	08/16/2023	252.00	.00	
7295	NATIONAL TRADE SUPPLY, LLC	INV0131128	AIR FILTER	08/16/2023	60.00	.00	
7295	NATIONAL TRADE SUPPLY, LLC	INV0131128	FREIGHT	08/16/2023	2,900.00	.00	
7295	NATIONAL TRADE SUPPLY, LLC	INV0131128	AIR FILTER	08/16/2023	72.00	.00	
7295	NATIONAL TRADE SUPPLY, LLC	INV0131128	AIR FILTRT	08/16/2023	144.00	.00	
7295	NATIONAL TRADE SUPPLY, LLC	INV0131128	AIR FILTRT	08/16/2023	144.00	.00	
Total 7295:					8,987.00	.00	
187	NELSON ENGINEERING	62142	SCOTT LANE PLANNING	07/31/2023	707.50	.00	
187	NELSON ENGINEERING	62145	SEWER MASTERPLANNING	07/31/2023	1,560.50	.00	
187	NELSON ENGINEERING	62215	bike NETWORK IMPROVEMENT	07/31/2023	3,367.00	.00	
Total 187:					5,635.00	.00	
6213	New West Building Company Inc.	082423	release bond b20-0513 500 east s	08/24/2023	27,659.89	.00	
Total 6213:					27,659.89	.00	
7035	NOLAND, STACY	081823	EQUITY TASK FORCE	08/18/2023	450.00	.00	
Total 7035:					450.00	.00	
484	PACIFIC STEEL	8453383	SNOW PLOW HITCH	08/01/2023	274.15	.00	
Total 484:					274.15	.00	
4398	PALAZZOLO, MICHAEL	081723	TRAVEL EXPENSES	08/17/2023	7,599.75	.00	
4398	PALAZZOLO, MICHAEL	083023	TRAVEL EXPENSES	08/30/2023	698.75	.00	
Total 4398:					8,298.50	.00	
5026	PELLETIER, CARL	081823	REIMBURSE TUITION AND BOO	08/18/2023	884.80	.00	
5026	PELLETIER, CARL	082823	BIRTHDAY CARDS	08/28/2023	11.66	.00	
Total 5026:					896.46	.00	
7299	PEOPLE SPREAD LOVE	081523	FY2023 CONTRACT	08/15/2023	5,000.00	.00	
Total 7299:					5,000.00	.00	
7052	PITTS, JASON	082323	TRAVEL EXPENSES	08/23/2023	736.00	.00	
Total 7052:					736.00	.00	
5919	Planetizen	PLNZ-6539	STANDARD JOB POSTING	08/31/2023	119.95	.00	
Total 5919:					119.95	.00	
7090	PORT53 TECHNOLOGIES, INC	9427	NINJA PROFESSIONAL TICKETI	08/31/2023	6,473.52	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7090:					6,473.52	.00	
6483	PREMIER TRUCK- SALT LAKE C	775513180	TUBE	07/19/2023	147.12	.00	
6483	PREMIER TRUCK- SALT LAKE C	775522608	SEAL	08/03/2023	30.96	.00	
6483	PREMIER TRUCK- SALT LAKE C	775524846	LAMP	08/10/2023	159.28	.00	
6483	PREMIER TRUCK- SALT LAKE C	775525026	GASKET OIL	08/10/2023	55.86	.00	
6483	PREMIER TRUCK- SALT LAKE C	775527984	WINSHIELD	08/21/2023	322.49	.00	
6483	PREMIER TRUCK- SALT LAKE C	775529090	OSPCUM	08/24/2023	213.85	.00	
6483	PREMIER TRUCK- SALT LAKE C	775530618	SEAL KIT	08/30/2023	242.00	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775472435	CORE CREDIT	08/30/2023	7,481.25-	.00	
Total 6483:					6,309.69-	.00	
6069	RAFTELIS	29412	WATER RATE REVIEW	08/08/2023	305.00	.00	
6069	RAFTELIS	29412	WATER RATE REVIEW	08/08/2023	305.00	.00	
Total 6069:					610.00	.00	
7234	RAMSEY, BETH	082423	TRAVEL EXPENSES TO DALLAS	08/24/2023	382.07	.00	
Total 7234:					382.07	.00	
6274	REES, DAVID	082323	DOT PHYSICAL	08/23/2023	155.00	.00	
Total 6274:					155.00	.00	
4723	RON'S TOWING LLC	23-29583	TOW	08/14/2023	300.00	.00	
Total 4723:					300.00	.00	
2669	SAFETY-KLEEN SYSTEMS, INC.	92141748	CHEM FEE	07/14/2023	305.03	.00	
Total 2669:					305.03	.00	
7032	SANCHEZ-MACHUCA, ROSA	081823	EQUITY TASK FORCE	08/18/2023	450.00	.00	
Total 7032:					450.00	.00	
7189	SAUNDERS RANCH COMPANY	606	HAUL FEE	08/01/2023	2,200.00	.00	
Total 7189:					2,200.00	.00	
7293	SAYLOR, EDWARD	083023	BAIL REFUND	08/30/2023	1,500.00	1,500.00	08/30/2023
Total 7293:					1,500.00	1,500.00	
6629	SCARLATA, SUSAN	082123	REIMBURSEMENT	08/21/2023	66.22	.00	
Total 6629:					66.22	.00	
4831	SCHAEFFER MFG. CO	PXG5042-INV1	SYNTHETIC OIL	08/17/2023	3,638.80	.00	
Total 4831:					3,638.80	.00	
6424	SCHECHTER, JONATHAN	082323	REIMBURSE TO FLIGHT TO DC	08/23/2023	1,126.40	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6424:					1,126.40	.00	
7248	SEASONS HANDYWORKS AND	1921	FENCE REPAIR	08/14/2023	1,251.90	.00	
Total 7248:					1,251.90	.00	
4359	SHERWIN-WILLIAMS CO.	8401-0	PAINT	08/18/2023	69.29	.00	
Total 4359:					69.29	.00	
6365	SIGN IT NOW INC	9439	ANIMAL SHELTER TENT AND TA	07/27/2023	2,278.04	.00	
Total 6365:					2,278.04	.00	
4548	SILVER CREEK SUPPLY	0011796412-00	HIGH OUTPUT STARTER KIT	08/01/2023	296.13	.00	
4548	SILVER CREEK SUPPLY	0012130581-0	GLYCOL	08/07/2023	395.08	.00	
Total 4548:					691.21	.00	
4720	SILVERSTAR	54639 0923	ACCOUNT#54639	08/31/2023	2,695.41	.00	
Total 4720:					2,695.41	.00	
7106	SMITH PSYCHOLOGICAL SERVI	5978	EVALUATION	07/26/2023	400.00	.00	
Total 7106:					400.00	.00	
5632	SNAKE RIVER MEP COMPLETE,	8095	WWTP	08/25/2023	719.65	.00	
Total 5632:					719.65	.00	
5633	SNAKE RIVER SUPPLY, LLC	CMF MAT #002	CORE SERVICES	05/18/2023	114,291.00	114,291.00	08/21/2023
5633	SNAKE RIVER SUPPLY, LLC	CMF MAT #005	CORE FACILITY	08/15/2023	327,195.49	.00	
Total 5633:					441,486.49	114,291.00	
7050	SOSA'S JANITORIAL SERVICE	082823	TOWN HALL CLEANING	08/28/2023	7,200.00	.00	
Total 7050:					7,200.00	.00	
7244	SOUTH FORK SUPPLY, LLC	23-105	CORE SERVICES	08/21/2023	217,626.56	.00	
Total 7244:					217,626.56	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334613845	ANIMAL CARE	08/14/2023	63.18	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334613846	ANIMAL CARE	08/14/2023	52.63	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334613847	ANIMAL CARE	08/14/2023	305.79	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334613848	ANIMAL CARE	08/14/2023	106.22	.00	
Total 1505:					527.82	.00	
241	ST JOHN'S HOSPITAL	50000799	CHEM AND LAB	08/03/2023	65.00	.00	
Total 241:					65.00	.00	
4513	STANARD & ASSOCIATES, INC	SA0000055350	ONLINE POST	08/30/2023	245.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4513:					245.00	.00	
6871	STANDARD INSURANCE COMP	083023	AUGUST VOLUNTARY POLICES	08/30/2023	2,991.79	2,991.79	08/31/2023
6871	STANDARD INSURANCE COMP	083023	AUGUST VOLUNTARY LIFE	08/30/2023	1,054.88	1,054.88	08/31/2023
6871	STANDARD INSURANCE COMP	083023	AUGUST STD, LTD AND LIFE	08/30/2023	6,912.75	6,912.75	08/31/2023
6871	STANDARD INSURANCE COMP	083023	AUGUST STD, LTD AND LIFE AD	08/30/2023	307.73	307.73	08/31/2023
Total 6871:					11,267.15	11,267.15	
4933	SYMBOLARTS, LLC	0471188	BADGE	08/15/2023	265.00	.00	
Total 4933:					265.00	.00	
7294	TANAKA, NATALIE	083123	BOND RELEASE B22-0646 565	08/31/2023	62,500.00	62,500.00	08/31/2023
Total 7294:					62,500.00	62,500.00	
1443	TETON COUNTY CLERK	063023B	electrical fees 2022-2023	06/30/2023	16,578.26	.00	
Total 1443:					16,578.26	.00	
581	TETON COUNTY INTEGRATED	631837	DUMP FEES	08/14/2023	12.00	.00	
581	TETON COUNTY INTEGRATED	632385	DUMP FEES	08/17/2023	5.00	.00	
581	TETON COUNTY INTEGRATED	632647	DUMP FEES	08/18/2023	15.00	.00	
Total 581:					32.00	.00	
6902	TETON COUNTY PUBLIC WORK	2023-11	BUILD GRANT	06/27/2023	23,937.63	.00	
Total 6902:					23,937.63	.00	
2327	TETON COUNTY SHERIFF-DISP	063023	APRIL-June Billing	06/30/2023	8,436.85	8,436.85	08/21/2023
Total 2327:					8,436.85	8,436.85	
55	TETON COUNTY SHERIFF'S-JAI	652	JULY INMATES	08/09/2023	1,944.00	.00	
Total 55:					1,944.00	.00	
996	TETON COUNTY SPECIAL FIRE	082823	JUNE 2023	08/28/2023	110,741.00	.00	
996	TETON COUNTY SPECIAL FIRE	082823	JUNE 2023	08/28/2023	61,184.00	.00	
Total 996:					171,925.00	.00	
268	TETON MOTORS INC	5106873	SWITCH	07/10/2023	139.11	.00	
268	TETON MOTORS INC	5107210	FILTER	08/07/2023	65.88	.00	
268	TETON MOTORS INC	5107221	TRANS BACK	08/07/2023	5,821.25	.00	
268	TETON MOTORS INC	5107223	SL N VALVE	08/07/2023	80.30	.00	
268	TETON MOTORS INC	5107224	SL N SEAL	08/07/2023	5.26	.00	
268	TETON MOTORS INC	5107247	SL N SEAL	08/09/2023	42.11	.00	
268	TETON MOTORS INC	5107274	SL N BOLT	08/10/2023	21.68	.00	
268	TETON MOTORS INC	5107327	CORE CREDIT	08/15/2023	2,000.00-	.00	
268	TETON MOTORS INC	5107330	VALVE AND SEAL	08/16/2023	86.46	.00	
268	TETON MOTORS INC	5107444	LAMP	08/28/2023	282.72	.00	
Total 268:					4,544.77	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3237	THE AFTERMARKET PARTS CO	83112435	CYLINDER	08/08/2023	2,686.71	.00	
3237	THE AFTERMARKET PARTS CO	83120803	VALVE	08/16/2023	203.68	.00	
3237	THE AFTERMARKET PARTS CO	83121033	DRIVE LINE	08/16/2023	1,752.92	.00	
3237	THE AFTERMARKET PARTS CO	83124151	LATCH ARM	08/18/2023	167.49	.00	
Total 3237:					4,810.80	.00	
6810	THE TIRE RACK, INC.	LA92326	TIRES	08/11/2023	735.12	.00	
Total 6810:					735.12	.00	
6579	TITLE 22 CONSULTANTS	23-0056	PLAT REVIEW	08/11/2023	500.00	.00	
Total 6579:					500.00	.00	
7162	TRC FABRICATION, LLC	5125TOJ	CORE FACILITY	08/17/2023	10,538.14	.00	
Total 7162:					10,538.14	.00	
5038	TREFONAS LAW, P.C.	063023	JUNE SERVICES	06/30/2023	1,716.25	.00	
Total 5038:					1,716.25	.00	
7284	UCM DIGITAL HEALTH, INC	32570	AUGUST PREMIUM	08/01/2023	851.50	851.50	08/31/2023
Total 7284:					851.50	851.50	
4649	ULINE	166701799	CLEARANCE BAR	08/02/2023	195.20	.00	
Total 4649:					195.20	.00	
706	USA BLUE BOOK	187849	FLUKE INSULATION	11/28/2022	905.95	.00	
706	USA BLUE BOOK	289681	FREIGHT	03/06/2023	21.79	.00	
706	USA BLUE BOOK	INV00072755	LIQUID DPD TESTS	07/14/2023	281.70	.00	
Total 706:					1,209.44	.00	
3881	VALLEY OFFICE SYSTEMS	AR1198687	CONTRACT COPIER	07/28/2023	64.30	.00	
Total 3881:					64.30	.00	
1949	VERIZON WIRELESS	9941009251	MONTHLY SERVICES	08/01/2023	12,574.66	.00	
Total 1949:					12,574.66	.00	
6319	VIRGINIAN VILLAGE CONDO H	924	ASSOC DUES	07/01/2023	540.00	.00	
6319	VIRGINIAN VILLAGE CONDO H	924	ASSOC DUES	07/01/2023	540.00	.00	
Total 6319:					1,080.00	.00	
3420	VISA	Admin 2963 07	COOLWORKS-START	07/24/2023	159.00	159.00	08/18/2023
3420	VISA	Admin 2963 07	ALBERTSONS-INFORMATION T	07/24/2023	370.70	370.70	08/18/2023
3420	VISA	Admin 2963 07	MAVERICK-TOWN-WIDE SERVI	07/24/2023	10.47	10.47	08/18/2023
3420	VISA	Admin 2963 07	TETON COUNTY CLERK-TOWN-	07/24/2023	13.55	13.55	08/18/2023
3420	VISA	Admin 2963 07	COCOLOVE-INFORMATION TEC	07/24/2023	77.90	77.90	08/18/2023
3420	VISA	Admin 2963 07	STAPLES-TOWN-WIDE SERVIC	07/24/2023	32.82	32.82	08/18/2023
3420	VISA	Admin 2963 07	SMITHS-TOWN-WIDE SERVICE	07/24/2023	359.88	359.88	08/18/2023
3420	VISA	Admin 2963 07	INDEED-INFORMATION TECHN	07/24/2023	185.79	185.79	08/18/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		Admin 2963 07	APA CALIFORNIA-INFORMATIO	07/24/2023	250.00	250.00	08/18/2023
3420 VISA		Admin 2963 07	ZAZZLE-MAYOR & TOWN COUN	07/24/2023	107.80	107.80	08/18/2023
3420 VISA		Admin 2963 07	PLANETIZE-PERSONNEL/TOWN	07/24/2023	99.95	99.95	08/18/2023
3420 VISA		Admin 2963 07	STAPLES-PERSONNEL/TOWN C	07/24/2023	148.38	148.38	08/18/2023
3420 VISA		Admin 2963 07	PEARL STREET BAGELS-INFOR	07/24/2023	60.00	60.00	08/18/2023
3420 VISA		Admin 2963 07	INDEED-START	07/24/2023	193.99	193.99	08/18/2023
3420 VISA		Admin 2963 07	APA IDAHO-PERSONNEL/TOWN	07/24/2023	50.00	50.00	08/18/2023
3420 VISA		Admin 2963 07	INDEED-PUBLIC WORKS ADMIN	07/24/2023	9.79	9.79	08/18/2023
3420 VISA		Admin 2963 07	ALBERTSONS-TOWN-WIDE SE	07/24/2023	128.87	128.87	08/18/2023
3420 VISA		Admin 2963 07	INDEED-PUBLIC WORKS ADMIN	07/24/2023	210.21	210.21	08/18/2023
3420 VISA		Admin 2963 07	JOHNSON AND ROBERTS-PER	07/24/2023	17.50	17.50	08/18/2023
3420 VISA		Admin 2963 07	USPS-PERSONNEL/TOWN CLE	07/24/2023	111.52	111.52	08/18/2023
3420 VISA		Admin 2963 07	INDEED-INFORMATION TECHN	07/24/2023	297.67	297.67	08/18/2023
3420 VISA		Admin 2963 07	PEARL STREET BAGELS-INFOR	07/24/2023	142.08	142.08	08/18/2023
3420 VISA		Admin 2963 07	DOLLAR STORE-PERSONNEL/T	07/24/2023	6.36	6.36	08/18/2023
3420 VISA		Admin 2963 07	AMERICAN PLANNING ASSOC-	07/24/2023	395.00	395.00	08/18/2023
3420 VISA		Admin 2963 07	STILLWEST-INFORMATION TEC	07/24/2023	341.22	341.22	08/18/2023
3420 VISA		Admin 6864 07	BUBBA'S BBQ-INFORMATION T	07/24/2023	25.00	25.00	08/18/2023
3420 VISA		Animal 2344 07	CHEWY-ANIMAL SHELTER/CON	07/24/2023	205.53	205.53	08/18/2023
3420 VISA		Animal 2344 07	AMAZON-ANIMAL SHELTER/CO	07/24/2023	14.84	14.84	08/18/2023
3420 VISA		Animal 2344 07	SMITHS-INFORMATION TECHN	07/24/2023	184.25	184.25	08/18/2023
3420 VISA		Animal 2344 07	STAPLES-INFORMATION TECH	07/24/2023	849.89	849.89	08/18/2023
3420 VISA		Animal 2344 07	LUPINE LADY-ANIMAL SHELTER	07/24/2023	65.67	65.67	08/18/2023
3420 VISA		Animal 2344 07	HOME DEPOT-ANIMAL SHELTE	07/24/2023	37.08	37.08	08/18/2023
3420 VISA		Animal 2344 07	VISTA PRINT-INFORMATION TE	07/24/2023	50.87	50.87	08/18/2023
3420 VISA		Animal 2344 07	AMAZON-INFORMATION TECHN	07/24/2023	65.98	65.98	08/18/2023
3420 VISA		Animal 2344 07	AMAZON-ANIMAL SHELTER/CO	07/24/2023	122.68	122.68	08/18/2023
3420 VISA		Animal 2344 07	STILLWEST-ANIMAL SHELTER/C	07/24/2023	108.63	108.63	08/18/2023
3420 VISA		Animal 2344 07	CHEWY-ANIMAL SHELTER/CON	07/24/2023	196.82	196.82	08/18/2023
3420 VISA		Animal 2344 07	HOME DEPOT-INFORMATION T	07/24/2023	38.10	38.10	08/18/2023
3420 VISA		Animal 2344 07	HOME DEPOT-ANIMAL SHELTE	07/24/2023	345.02	345.02	08/18/2023
3420 VISA		Animal 2344 07	AMAZON-ANIMAL SHELTER/CO	07/24/2023	19.70	19.70	08/18/2023
3420 VISA		Animal 2344 07	HOME DEPOT-ANIMAL SHELTE	07/24/2023	37.07	37.07	08/18/2023
3420 VISA		Animal 2344 07	STAPLES-ANIMAL SHELTER/CO	07/24/2023	49.81	49.81	08/18/2023
3420 VISA		Animal 2344 07	KRUANDA-ANIMAL SHELTER/C	07/24/2023	1,090.75	1,090.75	08/18/2023
3420 VISA		Animal 2344 07	AMAZON-INFORMATION TECHN	07/24/2023	84.33	84.33	08/18/2023
3420 VISA		Animal 2344 07	PETS PLACE PLUS-INFORMATI	07/24/2023	217.96	217.96	08/18/2023
3420 VISA		Animal 2344 07	VET APPAREL-ANIMAL SHELTE	07/24/2023	244.95	244.95	08/18/2023
3420 VISA		Animal 2344 07	HOME DEPOT-ANIMAL SHELTE	07/24/2023	99.64	99.64	08/18/2023
3420 VISA		Animal 2344 07	SONOS-ANIMAL SHELTER/CON	07/24/2023	416.58	416.58	08/18/2023
3420 VISA		Animal 2344 07	STAPLES-ANIMAL SHELTER/CO	07/24/2023	7.94	7.94	08/18/2023
3420 VISA		CD 1016 07/24	ALBERTSONS-INFORMATION T	07/24/2023	17.97	17.97	08/18/2023
3420 VISA		CD 1016 07/24	THE SPANISH GROUP-COMMU	07/24/2023	29.98	29.98	08/18/2023
3420 VISA		CD 1016 07/24	EVENT-INFORMATION TECHNO	07/24/2023	375.00	375.00	08/18/2023
3420 VISA		CD 1016 07/24	PERSPHONE BAKERY-COMMU	07/24/2023	29.50	29.50	08/18/2023
3420 VISA		CD 1016 07/24	THE SPANISH GROUP-COMMU	07/24/2023	20.00	20.00	08/18/2023
3420 VISA		IT 6908 07/24/2	DISH NETWORK-INFORMATION	07/24/2023	139.73	139.73	08/18/2023
3420 VISA		IT 6908 07/24/2	PREVIOUS BALANCE-INFORMA	07/24/2023	3,041.02	3,041.02	08/18/2023
3420 VISA		IT 6908 07/24/2	BLUE BEAM-INFORMATION TEC	07/24/2023	2,535.00-	2,535.00-	08/18/2023
3420 VISA		IT 6908 07/24/2	SMITHS-TOWN-WIDE SERVICE	07/24/2023	95.57	95.57	08/18/2023
3420 VISA		IT 6908 07/24/2	GO DADDY-INFORMATION TEC	07/24/2023	19.96	19.96	08/18/2023
3420 VISA		IT 6908 07/24/2	PORTLAND LABS-INFORMATIO	07/24/2023	90.00	90.00	08/18/2023
3420 VISA		IT 6908 07/24/2	PAYMENT-INFORMATION TECH	07/24/2023	945.22-	945.22-	08/18/2023
3420 VISA		IT 6908 07/24/2	ALBERTSONS-TOWN-WIDE SE	07/24/2023	14.95	14.95	08/18/2023
3420 VISA		IT 6908 07/24/2	AMAZON-INFORMATION TECHN	07/24/2023	78.99	78.99	08/18/2023
3420 VISA		IT 6908 07/24/2	IPHONE PAYMENT-INFORMATIO	07/24/2023	69.50	69.50	08/18/2023
3420 VISA		IT 6908 07/24/2	IPHONE PAYMENT-INFORMATIO	07/24/2023	69.50	69.50	08/18/2023
3420 VISA		P&B 6098 07/2	CANVA-INFORMATION TECHNO	07/24/2023	129.99	129.99	08/18/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		P&B 6098 07/2	MAILCHIMP-COMMUNITY DEVE	07/24/2023	69.00	69.00	08/18/2023
3420 VISA		P&B 6098 07/2	SURVEY MONKEY-INFORMATIO	07/24/2023	2,700.00	2,700.00	08/18/2023
3420 VISA		P&B 6098 07/2	CASPER STAR TRIBUNE-COMM	07/24/2023	26.99	26.99	08/18/2023
3420 VISA		P&B 6098 07/2	AMERICAN PLANNING-PLANNI	07/24/2023	255.00	255.00	08/18/2023
3420 VISA		P&B 6106 07/2	AMERICAN PLANNING-PLANNI	07/24/2023	100.00	100.00	08/18/2023
3420 VISA		PD 0355 07/24/	ACE HARDWARE-POLICE - PAT	07/24/2023	26.49	26.49	08/18/2023
3420 VISA		PD 0355 07/24/	HOBACK SPORTS-POLICE - PA	07/24/2023	233.18	233.18	08/18/2023
3420 VISA		PD 0355 07/24/	UPS STORE-INFORMATION TE	07/24/2023	26.91	26.91	08/18/2023
3420 VISA		PD 0355 07/24/	LOAF N JUG-POLICE - PATROL	07/24/2023	47.93	47.93	08/18/2023
3420 VISA		PD 1064 07/24/	CANVA-POLICE - ADMINISTRATI	07/24/2023	119.99	119.99	08/18/2023
3420 VISA		PD 1115 07/24/	TETON THAI-POLICE - PATROL	07/24/2023	248.82	248.82	08/18/2023
3420 VISA		PD 1123 07/24/	ACE HARDWARE-ANIMAL SHEL	07/24/2023	35.00	35.00	08/18/2023
3420 VISA		PD 1123 07/24/	MONARCH POWERSPORTS-PO	07/24/2023	460.10	460.10	08/18/2023
3420 VISA		PD 1255 07/24/	DOLLAR STORE-POLICE - PATR	07/24/2023	3.98	3.98	08/18/2023
3420 VISA		PD 6825 07/24/	STINKER-INFORMATION TECH	07/24/2023	50.00	50.00	08/18/2023
3420 VISA		PD 6825 07/24/	HOBACK SPORTS-POLICE SPE	07/24/2023	47.40	47.40	08/18/2023
3420 VISA		PD 6825 07/24/	HAT SIX TRAVEL-POLICE - PAT	07/24/2023	20.41	20.41	08/18/2023
3420 VISA		PD 6825 07/24/	SUPER FOODS GAS-POLICE - P	07/24/2023	45.93	45.93	08/18/2023
3420 VISA		PD 6825 07/24/	ACE HARDWARE-INFORMATIO	07/24/2023	52.98	52.98	08/18/2023
3420 VISA		PW 4142 07/24	ALBERTSON-PUBLIC WORKS	07/24/2023	75.47	75.47	08/18/2023
3420 VISA		PW 4142 07/24	BLINDS.COM-EMPLOYEE HOUS	07/24/2023	2,992.73	2,992.73	08/18/2023
3420 VISA		PW 4142 07/24	HOME DEPOT-INFORMATION T	07/24/2023	3,012.68	3,012.68	08/18/2023
3420 VISA		PW 4142 07/24	SHERVINS-PUBLIC WORKS	07/24/2023	12.00	12.00	08/18/2023
3420 VISA		PW 4142 07/24	STENCIL.COM-STREET	07/24/2023	759.50	759.50	08/18/2023
3420 VISA		PW 4142 07/24	ALBERTSON-INFORMATION TE	07/24/2023	179.21	179.21	08/18/2023
3420 VISA		PW 4142 07/24	OFFICE OF WATER PROGRAMS	07/24/2023	379.00	379.00	08/18/2023
3420 VISA		PW 4142 07/24	SUN MULLET-INFORMATION TE	07/24/2023	50.00	50.00	08/18/2023
3420 VISA		PW 4704 07/24	AMAZON-FLEET SHOP	07/24/2023	65.98	65.98	08/18/2023
3420 VISA		PW 4704 07/24	INTERNATIONAL CODE COUNC	07/24/2023	1,348.10	1,348.10	08/18/2023
3420 VISA		PW 4704 07/24	AMAZON-EMPLOYEE HOUSING	07/24/2023	97.98	97.98	08/18/2023
3420 VISA		PW 4704 07/24	AMAZON-FLEET SHOP	07/24/2023	418.45	418.45	08/18/2023
3420 VISA		PW 4704 07/24	LOWES-START	07/24/2023	507.74	507.74	08/18/2023
3420 VISA		PW 4704 07/24	AMAZON-START	07/24/2023	243.00	243.00	08/18/2023
3420 VISA		PW 4704 07/24	LOWES-INFORMATION TECHN	07/24/2023	155.56	155.56	08/18/2023
3420 VISA		PW 4704 07/24	AMAZON-INFORMATION TECHN	07/24/2023	159.99	159.99	08/18/2023
3420 VISA		PW 4704 07/24	LOWES-START	07/24/2023	649.00	649.00	08/18/2023
3420 VISA		PW 4704 07/24	AMAZON-EMPLOYEE HOUSING	07/24/2023	21.43	21.43	08/18/2023
3420 VISA		PW 4704 07/24	SMITHS-PUBLIC WORKS	07/24/2023	46.61	46.61	08/18/2023
3420 VISA		PW 4704 07/24	AMAZON-INFORMATION TECHN	07/24/2023	23.99-	23.99-	08/18/2023
3420 VISA		PW 4704 07/24	LOWES-EMPLOYEE HOUSING	07/24/2023	1,149.00	1,149.00	08/18/2023
3420 VISA		PW 4704 07/24	AMAZON-PUBLIC WORKS	07/24/2023	13.29	13.29	08/18/2023
3420 VISA		START 1214 0	ALASKA AIRLINES-START	07/24/2023	42.99	42.99	08/18/2023
3420 VISA		START 1214 0	4IMPRINT-INFORMATION TECH	07/24/2023	308.55-	308.55-	08/18/2023
3420 VISA		START 1214 0	4IMPRINT-START	07/24/2023	2,148.17-	2,148.17-	08/18/2023
3420 VISA		START 1214 0	DENALI GRIZZLEY BEAR RESO	07/24/2023	965.28	965.28	08/18/2023
3420 VISA		START 1214 0	4IMPRINT-START	07/24/2023	308.55	308.55	08/18/2023
3420 VISA		START 1214 0	ALASKA AIRLINES-INFORMATIO	07/24/2023	1,244.43	1,244.43	08/18/2023
3420 VISA		START 1214 0	BEACHSIDE VILLA-START	07/24/2023	340.86	340.86	08/18/2023
3420 VISA		START 4100 0	ALBERTSONS-INFORMATION T	07/24/2023	26.47	26.47	08/18/2023
3420 VISA		START 4100 0	ALBERTSONS-START	07/24/2023	31.63	31.63	08/18/2023
3420 VISA		START 4100 0	ALBERTSONS-INFORMATION T	07/24/2023	11.81	11.81	08/18/2023
3420 VISA		START 4100 0	ALBERTSONS-START	07/24/2023	26.99	26.99	08/18/2023
3420 VISA		START 4100 0	LYON LLC-START	07/24/2023	114.25	114.25	08/18/2023
3420 VISA		START 4100 0	STAPLES-START	07/24/2023	48.41	48.41	08/18/2023
3420 VISA		Victim 9126 07/	AMAZON-VICTIM SERVICES	07/24/2023	373.87	373.87	08/18/2023
3420 VISA		Victim 9126 07/	ALBERTSONS-INFORMATION T	07/24/2023	49.39	49.39	08/18/2023
3420 VISA		Victim 9126 07/	SIDEWINDERS-INFORMATION T	07/24/2023	67.18	67.18	08/18/2023
3420 VISA		Victim 9126 07/	AMERICAN AIRLINES-VICTIM S	07/24/2023	1,024.81	1,024.81	08/18/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	Victim 9126 07/	LODGE @ JH-VICTIM SERVICE	07/24/2023	366.00	366.00	08/18/2023
3420	VISA	Victim 9126 07/	REI-VICTIM SERVICES	07/24/2023	153.70	153.70	08/18/2023
3420	VISA	Victim 9126 07/	SIDEWINDERS-VICTIM SERVIC	07/24/2023	78.60	78.60	08/18/2023
3420	VISA	Victim 9126 07/	ONLINE WEB-INFORMATION TE	07/24/2023	1,288.00	1,288.00	08/18/2023
3420	VISA	Victim 9126 07/	TARGET-VICTIM SERVICES	07/24/2023	112.69	112.69	08/18/2023
Total 3420:					30,203.01	30,203.01	
5022	VISION SERVICE PLAN - (WY)	81835721	AUGUST PREMIUM	08/01/2023	1,743.00	1,743.00	08/31/2023
Total 5022:					1,743.00	1,743.00	
1358	WAMCAT	083123	MEMBERSHIP DUES RILEY TAY	08/31/2023	75.00	.00	
Total 1358:					75.00	.00	
244	WATTS STEAM STORE ROCKY	7106314	CLEAN FURNACE	08/09/2023	826.56	.00	
244	WATTS STEAM STORE ROCKY	7107705	CLEAN FURNACE	08/14/2023	826.56	.00	
244	WATTS STEAM STORE ROCKY	7112867	CREDIT	08/28/2023	826.56-	.00	
Total 244:					826.56	.00	
1640	WESTERN STATE	CM00153927	CREDIT	08/28/2023	1,550.62-	.00	
1640	WESTERN STATE	IN002475558	MODEL 938M	07/27/2023	107.70	.00	
1640	WESTERN STATE	IN002508959	LOAD BANK	08/28/2023	744.92	.00	
1640	WESTERN STATE	IN002509386	REMOVE AND INSTALL HYDRA	08/28/2023	1,086.80	.00	
1640	WESTERN STATE	IN002509986	SEAL AND PARTS	08/28/2023	1,488.73	.00	
Total 1640:					1,877.53	.00	
2802	WESTWOOD CURTIS	063023	flat creek rebuild payment #3	06/30/2023	2,160.00	2,160.00	08/21/2023
2802	WESTWOOD CURTIS	063023	flat creek rebuild payment #3	06/30/2023	242,648.20	242,648.20	08/21/2023
2802	WESTWOOD CURTIS	063023	flat creek rebuild payment #3	06/30/2023	15,637.50	15,637.50	08/21/2023
2802	WESTWOOD CURTIS	070523	RANCHER COMPLETE STREET	07/05/2023	47,314.50	.00	
Total 2802:					307,760.20	260,445.70	
7207	WILSON, BRIAN	81123	SAFETY BOOTS	08/11/2023	100.00	.00	
Total 7207:					100.00	.00	
5489	WRENCH IT PLUMBING & HEATI	10910	VERTICAL HARVEST RESTROO	08/20/2023	923.18	.00	
5489	WRENCH IT PLUMBING & HEATI	10911	HOME RANCH SERVICE CALL	08/20/2023	980.00	.00	
Total 5489:					1,903.18	.00	
6704	WSP USA ENVIRONMENT & INF	S67132506	STORMWATER MANAGEMENT	08/23/2023	9,466.05	.00	
Total 6704:					9,466.05	.00	
3619	WY CHILD SUPPORT ENFORCE	082423	case#244124	08/24/2023	34.61	34.61	08/24/2023
Total 3619:					34.61	34.61	
4139	WY WORKERS' SAFETY & COM	08292023	AUGUST PREMIUM	08/29/2023	19,421.80	19,421.80	08/29/2023
Total 4139:					19,421.80	19,421.80	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7208	WYLIE, BRENDA	082523	restitution payment	08/25/2023	334.00	.00	
Total 7208:					334.00	.00	
4198	WYOMING FIRST AID & SAFETY	80004017	first aid kit resupply	07/26/2023	352.97	.00	
Total 4198:					352.97	.00	
329	WYOMING RETIREMENT SYST	3095024952	AUGUST CONTRIBUTIONS	08/30/2023	165,581.55	165,581.55	08/29/2023
Total 329:					165,581.55	165,581.55	
3767	XYLEM CCI	1029552	SENSOR	08/11/2023	512.70	.00	
Total 3767:					512.70	.00	
2842	YELLOW IRON EXCAVATION, LL	81095	155 E PEARL	02/28/2023	120.00	.00	
2842	YELLOW IRON EXCAVATION, LL	83406	SNOW KING HOUSING	04/30/2023	640.00	.00	
2842	YELLOW IRON EXCAVATION, LL	84336	455 VINE street	05/31/2023	40.00	.00	
2842	YELLOW IRON EXCAVATION, LL	84336	455 VINE street	05/31/2023	40.00	.00	
2842	YELLOW IRON EXCAVATION, LL	84534	SNOW KING HOUSING	05/31/2023	720.00	.00	
2842	YELLOW IRON EXCAVATION, LL	85492	455 VINE street	06/30/2023	80.00	.00	
2842	YELLOW IRON EXCAVATION, LL	85699	SNOW KING HOUSING	06/30/2023	720.00	.00	
Total 2842:					2,360.00	.00	
6719	ZOOM VIDEO COMMUNICATION	INV216385345	ANNUAL SUBSCRIPTION	08/26/2023	5,358.70	.00	
Total 6719:					5,358.70	.00	
Grand Totals:					4,505,022.07	780,088.73	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
--------	-------------	----------------	-------------	--------------	--------------------	-------------	-----------

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY REPORT FOR AUGUST 2023**

During the month of August, the Court received \$36,340 in fines, costs, and fees.

41 cases were dismissed: 26 parking violations.

420 charges were filed: 367 parking violations, 53 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>
19709K	Animal license required	BF	70
19710K	Animals at Large	BF	100
01621M	Careless Driving	BF	250
99752N	Careless Driving	BF	250
99998N	Compulsory Auto Insurance	BF	560
99384N	Damage to attended vehicle or property	BF	250
01604M	Dog bite causing wound	BF	250
98962N	Driver & Passenger Req. to wear seat belt	BF	25
99920N	Driver & Passenger Req. to wear seat belt	BF	25
99921N	Driver & Passenger Req. to wear seat belt	BF	25
186005075AC	Expired temporary permit/improper registration	BF	140
98961N	Expired temporary permit/improper registration	BF	150
99005N	Failure to Appear	BF	50
186005682AC	Failure to Appear	BF	50
99822N	Failure to display valid license plate, tabs, permits	BF	90
98684N	Failure to stop at a red light	BF	140
99839N	Failure to stop at a red light	BF	140
99081N	Failure to yield ROW	BF	90
98712N	Following too Close	BF	90
99052N	Following too Close	BF	90
99389N	Limitations on Backing	BF	100
18501P	35/25 MPH over limit Bond	BF	140
98714N	Obedience to traffic control devices	BF	150
98411N	Opening & closing Veh doors when reasonable safe	BF	90
01208M	Public intoxication	BF	135
98423N	Public intoxication	BF	135
99132N	Public intoxication	BF	135
99266N	Public intoxication	BF	135
99295N	Public intoxication	BF	135
99316N	Public intoxication	BF	135
99133N	Public Urination	BF	120
99302N	Public Urination	BF	120
99840N	Speeding 49/25	BF	180
99844N	Speeding 49/25	BF	180
99908N	Speeding 50/25	BF	185
01622M	Speeding urban - 40/30 mph zone	BF	140
01623M	Speeding urban - 44/30 mph zone	BF	223
99814N	Speeding urban - 46/30 mph zone	BF	202
99269N	state statute 31-7-106a NO DL	BF	150
99268N	Stop Sign Violation	BF	140
98683N	Turning left at intersection	BF	90
98716N	Turning left at intersection	BF	100
99051N	Unsafe Turning Movement	BF	90
99427N	Unsafe Turning Movement	BF	90
98388N	Use of hand-held electronic device while driving	BF	75
00987M	Driving/Control of vehicle while intox	DA - In Accordance with WS 7-13-301	760
99077N	Animals: Rabies vaccination required	D- Per Town's Motion	0
99298N	Breach of peace	D- Per Town's Motion	0
98975N	Drive/control veh under infl of alcohol rendering unsafe	D- Per Town's Motion	0
98971N	Failure to yield ROW	D- Per Town's Motion	0

01640M	Limitations on Backing	D- Per Town's Motion	0
98710N	Obedience to traffic control devices	D- Per Town's Motion	0
99359N	Performers shall not block sidewalk,passage,street,bus stop, crosswalk, egress- minir	D- Per Town's Motion	0
99293N	Possession/consumption of alcohol- minors (18-20)	D- Per Town's Motion	0
99294N	Public intoxication	D- Per Town's Motion	0
11273J	Public intoxication	D- Per Town's Motion	0
99299N	Unlawful Contact or Touching	D- Per Town's Motion	0
99082N	Compulsory Auto Insurance	D- Provided Valid Information	0
98973N	Drive Upon to Avoid Traffic-control device	D- TS	0
99080N	Unsafe Turning Movement	D- TS	0

STAFF REPORT



Meeting Date:	September 11, 2023	Meeting Title:	Council Regular Meeting-Consent
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	TEMPORARY SIGN PERMIT Teton Leadership Center (P23-143)	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.

Central Wyoming College has requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their leadership conference (9' x 13' vinyl).

- 105 Buffalo Way, Albertson's during:
 - September 12-23, 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:
 - September 12-23, 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 (P23-143) for Central Wyoming College Teton Leadership Center, including the three conditions of approval recommended by the Planning Director in this staff report dated September 11, 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: Teton Leadership Center Physical Address of Event: Center for the Arts
Description of Event: Sat, Sun Sept 23-24 Igniting Next Level Leadership - conference with keynote speakers and networking.
Grand Opening ☐ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Central Wyoming College PO Box 4795 Phone: 307.6903509
E-mail: Jackson, Wy ZIP: 83001
sue@tetonleadershipcenter.org 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>Sept 12-23</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

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

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

_____ Signature of Authorized Event Applicant	<u>7.31.23</u> Date
<u>Sue Muncaster</u> Applicant Name Printed	<u>7.31.23</u> Title

Location: 105 Buffalo Way (Albertson's)
Banner Design: 9' x 13' Image, Black and White
Material: Vinyl



**KICKOFF
SUMMIT**

**IGNITING
NEXT-LEVEL
LEADERSHIP**

**SEPT
23**

+

**SEPT
24**

CENTER FOR THE ARTS

STAFF REPORT



Meeting Date:	September 11, 2023	Meeting Title:	Council Regular Meeting-Consent
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	TEMPORARY SIGN PERMIT Wyoming Snow & Avalanche Workshop (P23-130)	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.

The Teton County Search & Rescue Foundation requested to display two temporary banners under Section 5.6.1.C.4.c of the LDRs to advertise Wyoming Snow & Avalanche Workshop (see attached for 6' x 6' vinyl & 9' x 9' vinyl).

- 105 Buffalo Way, Albertsons:
 - October 8-21, 2023
- Powderhorn Park:
 - October 8-21, 2023

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

Recommendations.

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

1. The use of site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following location:

- 105 Buffalo Way, Albertsons:
 - October 8-21, 2023
- Powderhorn Park:
 - October 8-21, 2023

Background.

NA

Analysis & Key Policy Questions.

NA

Possible Alternatives.

NA

Comprehensive Plan & Priority Alignment.

NA

Fiscal Impact.

NA

Staff Impact.

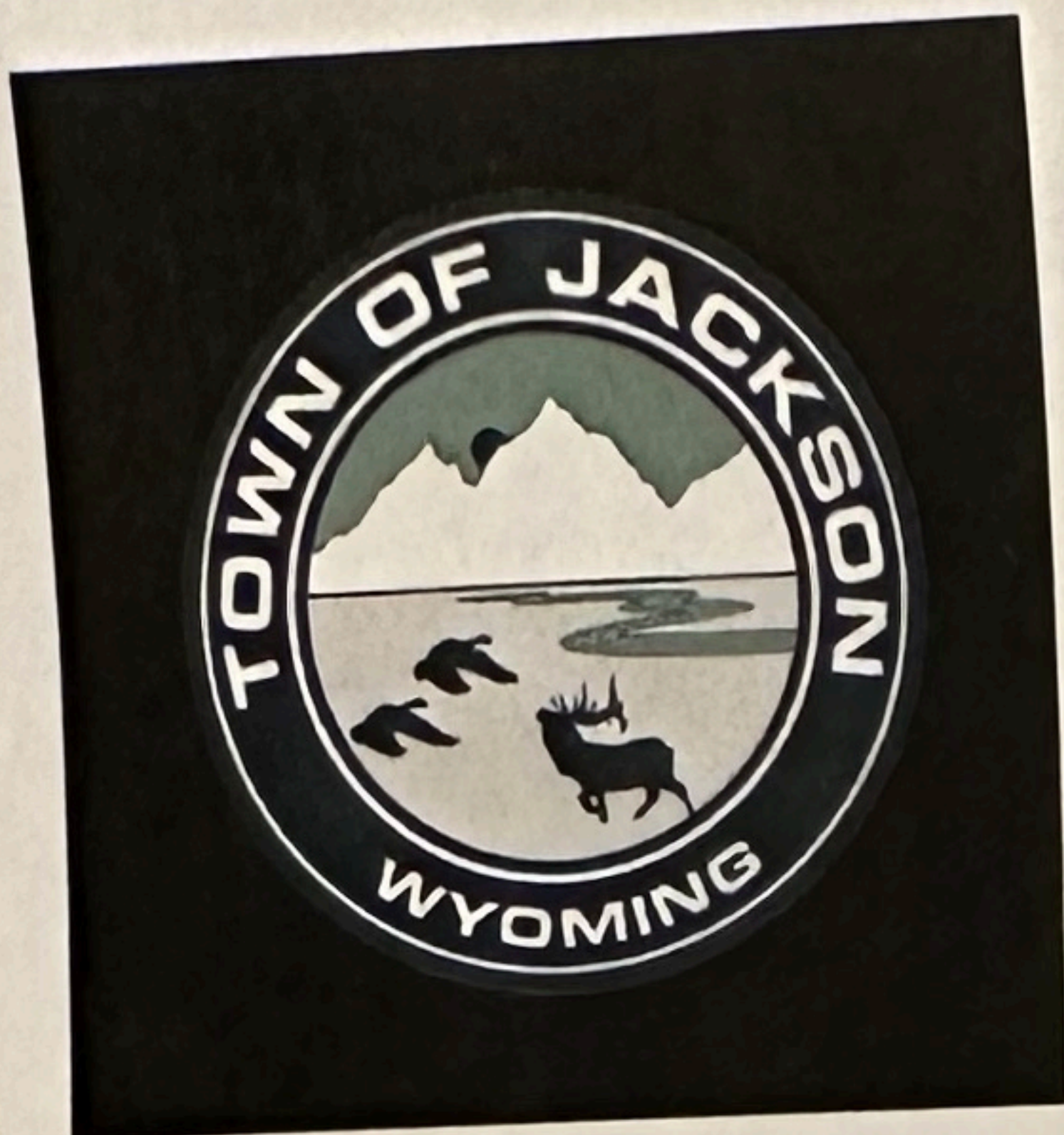
Preparation of this report took approximately 2 hours of staff time to process.

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 (P23-130) for the Wyoming Snow & Avalanche Workshop, including the three conditions of approval recommended by the Planning Director in this staff report dated September 11, 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: Wyoming Snow & Avalanche Workshop Physical Address of Event: 265 S. Cache
Description of Event: The 9th Annual WSAW is a 2-day symposium dedicated to backcountry safety education.
Grand Opening ____ Yes ____ No ☒

EVENT SPONSOR/APPLICANT: Name: Teton County Search & Rescue Foundation

Mailing Address: PO Box 1063, Jackson, WY 83001 Phone: 970-846-7766
E-mail: matt@tetoncountysar.org ZIP: 83001
Non-Profit: ☒ For Profit: ____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: Albertson's
Physical Address: 105 Buffalo Way
Dates of Display: 10/8/23 - 10/21/23
Consent from Owner Obtained? Yes ☒ No ____

Business/Description: Powderhorn Park Ball Field
Physical Address: 200 Powderhorn Lane
Dates of Display: 10/8/23 - 10/21/23
Consent from Owner Obtained? Yes ☒ No ____

Business/Description: ____
Physical Address: ____
Dates of Display: ____
Consent from Owner Obtained? Yes ____ No ____

Business/Description: ____
Physical Address: ____
Dates of Display: ____
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.

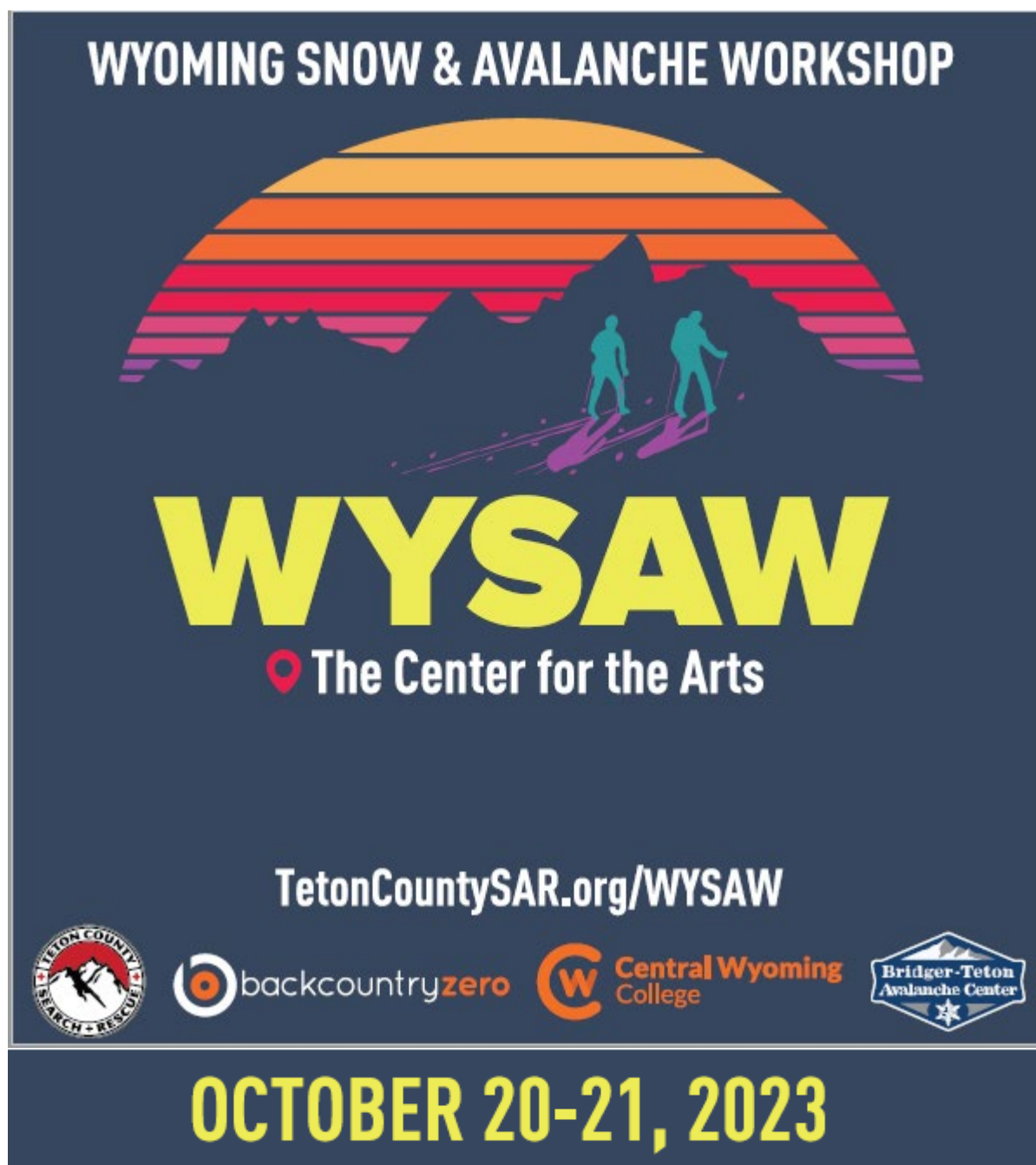
Matt Hansen
Signature of Authorized Event Applicant

Matt Hansen
Applicant Name Printed

7/18/23
Date
Comms. Director
Title

Location: 105 Buffalo Way (Albertson's)
Banner Design: 9' x 9' Navy Blue, Yellow, White
Material: Vinyl

Location: Powderhorn Park
Banner Design: 6' x 6' Navy Blue, Yellow, White
Material: Vinyl



STAFF REPORT



Meeting Date:	September 11, 2023	Meeting Title:	Council Regular Meeting-Consent
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	TEMPORARY SIGN PERMIT Jackson Hole Ski & Snowboard Club Annual Ski Swap (P23-134)	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.

The Jackson Hole Ski & Snowboard Club requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise the annual JHSC Ski Swap (see attached for 4' x 8' vinyl).

- 105 Buffalo Way, Albertsons:
 - October 22-28, 2023

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

Recommendations.

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

1. The use of site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following location:

- 105 Buffalo Way, Albertsons:
 - October 22-28, 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 (P23-134) for The Jackson Hole Ski & Snowboard Club Annual Ski Swap including the three conditions of approval recommended by the Planning Director in this staff report dated September 11, 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: JHSC Annual Ski Swap Physical Address of Event: 305 W Snow King Ave
Description of Event: Community event to buy and sell new and used winter gear, fu
Grand Opening ☐ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 461, Jackson, WY 83001 Phone: 307-733-6433
E-mail: ali@jhskiclub.org ZIP: 83001
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, Jack</u>	Physical Address: _____
Dates of Display: <u>Oct 22-28, 2023</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.

Signature of Authorized Event Applicant

Alison Sehnert

Applicant Name Printed

Date

JHSC Executive Di

Title

Location: 105 Buffalo Way (Albertson's)
Banner Design: 4' x 8' Royal Blue and White
Material: Vinyl



STAFF REPORT



Meeting Date:	September 11, 2023	Meeting Title:	Council Regular Meeting-Consent
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	TEMPORARY SIGN PERMIT Black Tie, Blue Jeans Ski Ball (P23-135)	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.

The Jackson Hole Ski & Snowboard Club requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise the Black Tie, Blue Jeans Ski Ball (see attached for 8' x 10' vinyl).

- 105 Buffalo Way, Albertsons:
 - December 3-9, 2023

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

Recommendations.

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

1. The use of site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following location:

- 105 Buffalo Way, Albertsons:
 - December 3-9, 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 (P23-135) for The Jackson Hole Ski & Snowboard Club Annual Black Tie, Blue Jeans Ski Ball, including the three conditions of approval recommended by the Planning Director in this staff report dated September 11, 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: Black Tie, Blue Jeans S Physical Address of Event: 3275 W Village Dr, Te
Description of Event: Gala fundraiser, JHSC's largest annual fundraiser supporting
Grand Opening ☐ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 461, Jackson, WY 83001 Phone: 307-733-6433
E-mail: ali@jhskiclub.org ZIP: 83001
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, Jack</u>	Physical Address: _____
Dates of Display: <u>DEC 3-9, 2023</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.

Signature of Authorized Event Applicant

Alison Sehnert

Applicant Name Printed

Date

JHSC Executive Di

Title

Location: 105 Buffalo Way (Albertson's)
Banner Design: 8' x 10' Royal Blue and White
Material: Vinyl

Jackson Hole Ski & Snowboard Club's
BLACK TIE, BLUE JEANS
SKI
BALL
DECEMBER 9th
Tickets now on sale
jhskiclub.org 307.733.6433 

STAFF REPORT



Meeting Date:	September 11, 2023	Meeting Title:	Regular - Consent
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Equipment Purchase Approval for a New Street Sweeper	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to approve the purchase of a new Street Sweeper for the Streets Division in Public Works.

Requested Action.

Staff requests Council approve the purchase of a new Street Sweeper for the Streets Division in Public Works.

Recommendations.

Staff recommends approval of the purchase of a new Street Sweeper from Joe Johnson Equipment of Billings, Montana, in the amount of \$299,897.00.

Background.

The Public Works Department administers the procurement and purchasing of all new vehicles for the Town of Jackson. When tasked with the procurement of any new vehicle, Public Works will work directly with each submitting department to consider current and future vehicular/equipment needs, potential vehicle types, and how each vehicle will be used. This information is important because each department has been challenged to look for efficiency gains/greenhouse gas emission reductions when making new vehicle purchases.

Analysis.

Staff is using a public purchasing cooperative called Sourcwell for the procurement of this piece of equipment. Sourcwell is a municipal contracting government agency that operates as a public entity under legislative authority through the state of Minnesota and has more the 50,000 members throughout the United States. Sourcwell has been around for forty years and secures roughly \$3 billion annual purchases by using their cooperative contracts. On behalf of its members, Sourcwell streamlines the procurement process by developing Request for Proposals (RFP's) for national, competitive solicitations that meet or exceed local requirements. Their procurement team takes care of the competitive solicitation process (RFP), which saves municipalities time and money. Sourcwell secures the lowest RFP (cost) nationwide for this procurement which allows for nationwide volume pricing.

Possible Alternatives.

Possible alternatives for this item include:

1. Not approving the procurement of this vehicle/equipment currently
2. Other

Comprehensive Plan & Priority Alignment.

- Chapter 2: Climate Sustainability
 - Principle 2.3 – Reduce greenhouse gas emissions through transportation
- Chapter 8: Quality Community Service Provision

- Principle 8.1 – Maintain current, coordinated service delivery

Fiscal Impact.

The fiscal impact for this item is composed of four parts: list price, Sourcewell discount, optional equipment, and any trade-in value of the equipment we are replacing.

<u>Vehicle</u>	<u>List Price</u>	<u>Sourcewell Discount</u>	<u>% Discount</u>	<u>Options</u>	<u>Trade-in</u>	<u>Total Cost</u>
Sweeper	\$314,164.00	\$19,361.00	6%	\$5,094.00	\$0	\$299,897.00

Staff Impact.

Using Sourcewell generates a positive staff impact by saving both in time and money since staff does by not have time to manage our typical bidding process (opening of bid, bid review, bid bonding, bid advertisement). To finalize this purchase, staff only must place the order of this equipment after Council approval.

Attachments or Links.

- Joe Johnson Equipment Quote

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

I move to approve the purchase of a new Street Sweeper for the Streets Division in Public Works from Joe Johnson Equipment of Billings, Montana, in the amount of \$299,897.00.



Presents a Proposal Summary

of the



Pelican P

for

Town of Jackson
150 E Pearl Ave.
Jackson, WY 83001

Art Logan
Regional Sales Manager Joe Johnson Equipment
406-591-4018/alogan@jjeusa.com

Amanda Gibson
Tel:

- Wheels, dual guide
- Wheels painted grey
- Window, opening front opera
- Windshield washer
- Windshield wipers with intermittent setting
- Windshield, tinted
- Steel Bristles with Polyethylene Sidebroom Segments
- Single Wrap Polypropylene Mainbroom - Disposable
- Rubber Dirt Shoes
- Sweeper Painted Standard White
- Red Logo
- 1 Year Parts and Labor Warranty
- Sweeper - Operator Manual
- Sweeper Parts Manual
- John Deere Operator Manual
- John Deere Parts Manual
- SURCHARGE-103

ADDITIONAL FEATURES

- Sidebroom Tilt Option Right Hand Including Indicator
- Sidebroom Tilt Option Left Hand Including Indicator
- Lower Roller Deflector
- Lower Conveyor Cleanout
- Conveyor Stall Alarm
- (2) LED Cab Forward Facing Flood Lights w/out Existing Light Bar
- (2) Rear Floods & Backup Lights
- Main Broom Hourmeter
- In Cab Air Restriction Gauge for Sweeper Engine Air Filter
- Midwest Autolube Dual Sidebrooms
- Block Heater
- Auxiliary Battery Disconnect
- Hydraulic Level Shutdown
- Hydraulic Temperature Shutdown
- LED Stop/Tail/Turn
- LED Clearance Lights
- (2) Mirrors Heated & Motorized
- AM/FM/CD With (2) Map Lights
- Right Hand Bostrom Air Ride Hi Back Cloth
- 1 X 2.5 Lb Fire Extinguisher
- Reflectors (Set Of 6)
- Sweeper Service Manual
- John Deere Service Manual
- 99 HP JD Engine

· *Link guards*

*The Branch
The Sliders*

Total: \$299,897.00

Price valid for 30 Days from date of 7/3/2023

Product Model: PELICANP

Product Model: PELICANP

Proposal Date: 7/3/2023

Quote Number: 2023-54366

Price List Date: 6/16/2023

P.O. Number:

Payment Terms:

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Elgin Sweeper Company prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Vactor Manufacturing's standard terms and conditions attached hereto and made a part hereof.

SIGNED BY:



Date:

8/2/23

STAFF REPORT



Meeting Date:	11 September 2023	Meeting Title:	Special Town Council Meeting - Consent
Submitting Department:	Police Department	Presenter:	Michelle Weber
Agenda Item:	School Resource Officer Agreement. Memorandum of Understanding with Teton County School District.	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council approves contracts on behalf of the Town of Jackson and the Mayor executes the agreements.

Requested Action.

Staff requests Council review of the Memorandum of Understanding (MOU) for the School Resource Officer Program between the Teton County School District (School District) and the Town of Jackson Police Department.

Recommendations.

Staff recommends approving the Agreement as presented.

Background.

The School District has identified the following mission for the School Resource Officer (SRO) Program:

Through education, enforcement and by cooperative efforts with the school staff, students, parents, courts, and the community's social service organizations, the School Resource Officer program strives to assist the schools with providing a safe school environment, strives to hold juveniles responsible for their actions and prevent individual problems from developing into patterns of delinquency.

The Town of Jackson Police Department has been participating in the SRO Program for approximately 16 years, by providing an officer placed on school campuses. Prior to the SRO Program the department participated for over fifteen years in the Drug Abuse Resistance Education (D.A.R.E.) Program, which is similar in nature. In total, the Police Department has been providing a uniformed presence in the schools for over 30 years.

The Agreement is a renewal. The current three-year agreement expires September 10, 2023. .

The SRO Program will be utilized at the Jackson Hole Middle School, Davey Jackson Elementary School, and the John Colter Elementary School. These schools are all located within the Town limits.

The Agreement outlines the duties of an SRO, some of which include:

- o Being an extension of the principal's office for assignments consistent with this Agreement.
- o Be a visible, active law enforcement figure on campus dealing with law enforcement matters, school code violations, and juvenile investigations.
- o Be a classroom resource for law education, including a resource for teachers, parents, and students.
- o Provide crime reporting on crimes originating on campus.
- o Develop plans and strategies to prevent or minimize dangerous situations on campus.

The SRO remains an employee of the Town of Jackson Police Department, follows Town policies and procedures, and is supervised by the Chief of Police or their designee. Pursuant to this agreement, the School District provides \$65,000 annually to the Town of Jackson to offset the cost of these services.

Analysis & Key Policy Questions.

This program has proven to be a valuable resource to the School District and our local school children beyond increasing safety in and around schools. The School Resource Officer often fosters positive relationships with students while

serving as a resource to students, teachers, and administrators to help solve problems. The School Resource Officer Program is in line with the community policing philosophy of the Town of Jackson Police Department.

Possible Alternatives.

Council may choose to:

1. Approve the Agreement as presented
2. Direct staff to modify one or more terms of the Agreement
3. Make no motion, or vote against a motion to approve the Agreement, thereby ending the relationship with the School District.

Comprehensive Plan & Priority Alignment.

This project enhances Quality of Life: Common Value 3, Chapter 8. Quality Community Service Provision, particularly as it relates to the Town's role in coordinating with independent service providers.

Fiscal Impact.

With the execution of this document, the School District will provide an annual \$65,000 reimbursement to the Town of Jackson for three years. This amount provides sufficient funding to continue the current service level within the department of one officer on duty during school hours.

Staff Impact.

The staff impact of approving the updated arrangement is a positive one. It provides a comfort level in terms of staffing for the Jackson Police Department and the Town of Jackson. It allows the department to maintain a presence and a minimum level of service in our schools.

Attachments or Links.

The 2023 School Resource Officer Agreement Between the Town of Jackson and the Teton County School District.

Suggested Motion.

I move to approve the Agreement between the Town of Jackson and the Teton County School District, and authorize the Mayor to execute the Agreement, subject to minor changes by staff.

SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement ("Agreement") is made and entered into to be effective as of this _____ day of _____, 2023 ("Effective Date"), by and among the **TETON COUNTY SCHOOL DISTRICT No. 1**, State of Wyoming (hereinafter referred to as "School District"), the **TOWN OF JACKSON, WYOMING**, a duly organized city of the State of Wyoming (hereinafter referred to as "Town"). Together the School District and the Town shall be referred to as the "Parties" and individually a "Party."

WITNESSETH:

WHEREAS, the school resource officer mission statement is "through education, enforcement and by cooperative efforts with the school staff, students, parents, courts, and the community's social service organizations, the School Resource Officer Program strives to assist the schools with providing a safe school environment, strives to hold juveniles responsible for their actions, and prevent individual problems from developing into patterns of delinquency;" and

WHEREAS, the School District has the powers pursuant to Wyoming Statute §21-3-111(a)(iii) to enter into agreements with public agencies for the performance of acts or furnishing of services and Wyoming Statute §21-3-111(a)(xix) to develop policies to minimize risk to students and employees; and

WHEREAS, the Town, pursuant to Wyoming Statute §15-1-103, may make contracts in the exercise of its corporate powers; and

WHEREAS, the Parties desire to provide a School Resource Officer Program ("SRO Program") in the School District whereby the Town will provide a fully certified and duly sworn school resource officer in good standing ("SRO") at the Jackson Hole Middle School, Davey Jackson Elementary School, and the John Colter Elementary School located in the incorporated area of the Town of Jackson (each an "Assigned Campus" and collectively the "Assigned Campuses"); and

WHEREAS, the Parties understand and agree that the Assigned Campuses include the school buildings, grounds, parking lots, lockers, and all other School District property; and

WHEREAS, the School District and the Town desire to set forth in this Agreement the specific terms and conditions of the services and duties to be performed and provided by the SROs at the Assigned Campuses.

NOW THEREFORE, it is hereby resolved by the School District and the Town, in consideration of the foregoing and the cooperation among the Parties in performance of the promises contained herein, the Parties agree as follows:

1. **Cost of the SRO Program.**

The cost of the SRO Program shall be paid by the Parties as follows:

- A. The School District will compensate the Town in the amount of \$65,000.00 annually for one (1) SRO. The School District shall provide a private office for use by the SRO exclusively.
- B. The Town shall provide and maintain all law enforcement related uniforms and equipment customarily provided to police officers. The Town shall maintain the SRO as a full-time employee with all the benefits included with that designation.

2. **Employment of School Resource Officers.**

- A. The SROs shall be employees of the Town and shall be subject to the administration, supervision, and control of the Town.
- B. The SROs shall be subject to all personnel policies and practices of the Town.
- C. The SROs shall be fully certified and duly sworn police officers in good standing with the authority to perform all services and duties required to be performed at the Assigned Campuses as more specifically set forth herein.
- D. The Town, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.
- E. The School District may make recommendations for the SRO positions to the Town's Chief of Police, who shall assign such officers as they deem appropriate based upon qualifications set forth by the Town. If the School District is dissatisfied with an SRO who has been assigned to an Assigned Campus, then the School District may request that the Town's Chief of Police assign a different officer as the SRO for that Assigned Campus if measures to correct the reasons for dissatisfaction are not successfully remedied.
- F. The SRO shall report to, communicate with, and may be given assignments by the principal or their designees of the Assigned Campuses ("School Administrator").
- G. The School District may, at its discretion, prepare and submit comments to the Town's Chief of Police for use in the SRO's annual performance evaluation by the Town.

3. **Duty Hours.**

- A. It is the intent of the Parties that the SRO's days and hours of duty will conform to the school day and School District calendar year.
- B. The SRO shall notify the School Administrator when they leave an Assigned Campus for an extended period of time beyond customary absences for administrative duties or follow up investigations.
- C. The SRO shall work extracurricular activities as requested by the School Administrator to provide further opportunities for crime prevention and crime detection.

4. **Term of Agreement.**

- A. Initial Term. The initial term of this Agreement shall be three (3) years commencing on the Effective Date and terminating three (3) years thereafter ("Term").
- B. Termination for Convenience. During the Term, either Party may terminate this Agreement for its convenience by providing the other Party written notice by April 15th of the respective year, and this Agreement shall then terminate at the end of the current school calendar year.
- C. Termination for Cause. During the Term, either Party may terminate this Agreement for cause, effectively immediately, by giving written notice if the other Party is in material breach of any term or provision of the Agreement or, in the case of the Town, if the SRO is negligent in providing duties and services which threaten or jeopardize the health safety or welfare of the School District's students or employees.
- D. Non-Appropriations Clause. If either Party should not appropriate or otherwise have available funds sufficient to continue this Agreement, it may terminate this Agreement upon sixty (60) days' written notice to the other Party.

5. **Duties of School Resource Officers.**

The SRO's duties will include, but not be limited to, the following (collectively "Duties"):

- A. To execute assignments issued from the School Administrator of each Assigned Campus that are consistent with this Agreement.
- B. To be a visible, active law enforcement figure on an Assigned Campus dealing with law enforcement matters and School District policy violations originating on any Assigned Campus and any other matter involving juvenile investigations affecting the Town or the School District or its inhabitants. As to School District policy violations, the SRO shall take the student to the School Administrator's office for discipline to be determined and carried out by the School District.
- C. Absent a real and immediate threat to students, teachers, other persons, or school safety, and absent the situations described herein where formal law enforcement intervention is deemed appropriate, building-level School Administrators shall have final authority over the Assigned Campus.
- D. To act as the designee of the Assigned Campus's School Administrator in maintaining and providing a safe environment as to law enforcement matters and School District policy violations.
- E. To provide a classroom resource for law enforcement education using approved materials.
- F. To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.
- G. To be a resource for teachers, parents, and students for conferences on an individual basis dealing with individual students' problems or questions.
- H. To make appearances before site councils, parent groups, and other groups associated with each assigned campus and appear as a speaker on a variety of

requested topics, particularly drug and alcohol abuse, tobacco and vaping use, and on school safety.

- I. To be involved in school discipline when it pertains to preventing a disruption that would, if ignored or not addressed immediately, place students, faculty, and staff at risk of harm.
- J. In all other cases involving school or student discipline, the School District shall have the sole authority and responsibility of disciplining students. The SRO will report or take students who violate School District policy to the School Administrator, who shall have sole authority to discipline students.
- K. To take reports on all crimes originating on an Assigned Campus. Information on cases that are worked off-campus by the Police Department or other agencies involving students on an Assigned Campus served by an SRO will be provided to the SRO, but the SRO may or may not be actively involved in off-campus investigation(s).
- L. The SRO will share information with the School Administrator about persons and conditions that pertain to safety concerns on Assigned Campuses as required by law.
- M. Be familiar with appropriate community agencies, such as the Department of Family Services, Circuit Court Diversion, the Child Protection Team, and the Community Counseling Center. The SROs will make referrals, when necessary, based upon Police Department policy and procedures.
- N. Work with the School Administrator to develop plans and strategies to prevent and/or minimize dangerous situations on Assigned Campuses.
- O. Coordinate all SRO activities with the School Administrator and staff members and obtain permission, guidance, and advice prior to enacting any programs or procedures within the Assigned Campus.
- P. Provide community-wide crime prevention presentations on subjects including, but not limited to:
 - Drugs and the law – Adult and juvenile;
 - Alcohol and the law – Adult and juvenile;
 - Tabacco and vaping use and the law- Juvenile;
 - Sexual assault prevention;
 - Safety programs – Adult and juvenile; and
 - Assistance in other crime prevention programs as assigned.
- Q. Wear department-issued equipment, uniform, formal business attire or business casual attire, with appropriate logos and name badges, depending on the time of school year, the type of school activity or program, and the requests of the School District and/or Police Department. The Police Department and the School Administrator will jointly set expectations and resolve any disagreements in this area.
- R. Wear Police Department-issued duty weapons in accordance with department rules and regulations.

6. Chain of Command.

- A. As employees of the Town, SROs will be subject to the chain of command of the Police Department.
- B. In the performance of their duties, SROs will report to and coordinate and communicate with the School Administrator of the Assigned Campuses to which they are assigned.

7. Transporting Students.

- A. The SRO will not transport students in Police Department vehicles except:
 - (1) When the students are victims of a crime, under arrest, or some other emergency circumstances exist; and
 - (2) When students are suspended, expelled, and/or sent home from school pursuant to School District disciplinary actions if the student's parent or legal guardian has refused, or is unable to pick up, the student within a reasonable time period and the student is disruptive/disorderly and their continued presence on an Assigned Campus is a threat to the safety and welfare of other students and School District personnel.
- B. Students will not be transported to any location by an SRO unless it is determined by the School Administrator and SRO that the student's parent or legal guardian is at the destination to which the student is being transported or it is authorized by the parent or legal guardian. The SRO will not transport students in their personal vehicles.
- C. The SRO will notify and receive prior approval from the School Administrator prior to removing a student from an Assigned Campus.

8. Interviewing Students.

- A. The Town and Police Department recognize that School District policy dictates that an attempt at parental/legal guardian contact must be made prior to law enforcement interviewing a student in regard to criminal matters.
- B. However, if the SRO determines that prior parental contact will be detrimental to the investigation, they will follow current Police Department policy in regard to interviewing juvenile students while on an Assigned Campus.
- C. Interviews of a criminal nature, specifically those involving crimes occurring off-campus and unrelated to School District events or property, will be conducted at the Police Department in the interview room. However, there are times when this is not practical, and the interviews may be conducted at the Assigned Campus after notice to and approval by the School Administrator and School District, following the School District's policy for prior parental/legal guardian notification and safeguarding the student's privacy as much as practical.

9. Access to Information and Records

- A. School Administrators will share with the SROs information and records as requested and permissible under the law relating to School District safety concerns including,

but not limited to, threats of in-school violence, illegal substance distribution, and sexual assault and violence.

- B. School Administrators will allow the SRO to inspect and copy any public records maintained by the School District to the extent allowed by law.
- C. If certain information in a student's record is needed in an emergency situation to protect the health, safety, or welfare of the student or other individuals, School Administrators may disclose to the SRO limited information which is necessary to respond to the emergency situation based on the seriousness of the threat to the health, safety, or welfare of individuals, the need of the information to immediately respond to the emergency situation, and the extent to which time is of the essence.
- D. If confidential student record information is needed by the SRO, but no emergency situation exists, the information may be released only as authorized by law and School District policy.
- E. The SRO will have limited access to the School District's "PowerSchool" program for the purpose of contacting parents and/or locating students in situations when access to School Administrators is unavailable.
- F. Records created and maintained by the SRO in the SRO's sole possession for the purpose of ensuring the safety and security of persons or property at the Assigned Campus, in the School District, or for the enforcement of local, state, or federal laws or ordinances shall not be considered student records - even when such records may serve the dual purpose of enforcing School District policies - and are not subject to the same prohibitions of access or disclosure by the SRO.

10. **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, return receipt requested (in which circumstance it shall be deemed received 3 days after being so placed in the mail), to the addresses below.

Town of Jackson
Attn: Clerk
150 East Pearl Avenue
PO Box 1687
Jackson, WY 83001

Teton County School District No. 1
Attn: Superintendent
1235 Gregory Lane
PO Box 568
Jackson, WY 83001

11. **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. *Authority.* The undersigned warrant that they have full power and authority to enter into this Agreement on behalf of the School District and the Town, with the Agreement having been duly approved by the governing boards of both Parties in public meeting in accordance with the law.
- C. *Waiver.* A waiver by 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.* Neither Party may assign or transfer this Agreement except with prior written approval of the other Party.
- 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, or their successors and permitted assigns, unless terminated upon written agreement by the Parties or their successors and permitted assigns.
- 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 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. *Enforcement; Governmental Immunity.* This Agreement may be enforced by either Party in accordance with law, provided that neither the Town nor the School District waive their governmental immunity by entering into or seeking to enforce this Agreement, and both Parties fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date written above.

TETON COUNTY SCHOOL DISTRICT #1, State of Wyoming

_____ Date: _____
William Scarlett IV, Chair

Attest: _____
Elizabeth Carlin, Clerk

TOWN OF JACKSON, WYOMING

_____ Date: _____
Hailey Morton Levinson, Mayor

Attest: _____
Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	11 September 2023	Meeting Title:	Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	E23-0230: Crane Swing Agreement – 80 E Karns	Public Comment:	Yes

Purpose & Policy Considerations.

This item presents for Council consideration a Crane Swing Agreement (“Agreement”) to allow a construction crane to swing into the airspace above the Town’s right-of-way (PROW).

Requested Action.

Staff requests Council review and consider the Agreement.

Recommendations.

Staff recommends Council approve the Agreement.

Background.

The Town Attorney worked with the Administration, Public Works, and Planning Departments to develop standard agreements for development projects that involve construction cranes that encroach the PROW either physically on the ground or overhead.

Application E23-0230 for this Agreement is for construction occurring at 80 E Karns Ave, St. John’s Health’s Karns Apartment Building project.

Analysis & Key Policy Questions.

The attached Agreement addresses various issues involved with a crane encroaching within/over the PROW, including term, financial security, conditions of the use of the PROW, indemnification, insurance, emergencies involving the crane, and damage to Town property.

Possible Alternatives.

Council may choose to:

1. Not approve the Agreement.
2. Direct staff to draft modifications to the Agreement.
3. Continue the item and direct staff to provide further information.

Comprehensive Plan & Priority Alignment.

While there are no goals or initiatives related specifically to private development construction activities, the Comp Plan vision is meant to protect the health, safety, and welfare of our community. Standard practices and policies to address activities that may impact public safety is a critical function of government.

Fiscal Impact.

The Agreement assesses a one-time Administration fee of \$600, and an annual fee of \$500.

Staff Impact.

Staff from the Legal, Public Works, and Administration Departments, contributed approximately 5 hours total preparing this report and finalizing this Agreement.

Attachments or Links.

Crane Swing Agreement

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

I move to approve the Crane Swing Agreement between the Town and Teton County Hospital District dba St John's Health as presented, and authorize the mayor to execute the Agreement, subject to minor changes by staff.

CRANE SWING AGREEMENT

THIS CRANE SWING AGREEMENT ("**Agreement**") is made and entered into by and between the Town of Jackson, Wyoming ("**Town**"), a municipal corporation of the State of Wyoming, and Teton County Hospital District dba St John's Health ("**Owner**").

RECITALS

WHEREAS the Owner is the owner of the property addressed as 80 E Karns Avenue and specifically described as Lots 1 & 2, Block 6 Meadowland Subdivision, (collectively the "**Building Site**");

WHEREAS the Town is the owner of the property identified as the rights-of-way situated north and east of the Building Site and specifically described as East Karns Avenue and South King Street, ("**Town Property**");

WHEREAS the Owner is developing a 15-unit housing complex referred to as Karns Apartment Building on the Building Site ("**Project**");

WHEREAS the Owner means Teton County Hospital District dba St John's Health and any employee, contractor, subcontractor, assign, licensor, or other person having a direct or indirect contract with Teton County Hospital District dba St John's Health, or with any other contractor or subcontractor of Teton County Hospital District dba St John's Health, who has been hired to assist with the Building Site or Project; and

WHEREAS as part of the Project construction process, the Owner wishes to erect a crane on the Building Site, which crane, will, from time to time, swing through a portion of the air space above the Town Property;

WHEREAS in accordance with the terms of this Agreement, the Town has agreed to grant the Owner permission to swing the crane within the airspace above the Town Property in accordance herewith; and

NOW THEREFORE in consideration of the mutual covenants herein contained, and the Recitals above, which are true and correct and are incorporated herein as if repeated in their entirety below, and as further consideration for the Town's approval, the sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1.0 GRANT OF RIGHT TO TEMPORARILY USE AIRSPACE

- 1.1 The Town hereby grants to the Owner a temporary, non-exclusive right to utilize that portion of the airspace above the Town Property depicted in the plan(s) set forth in Exhibit A, made a part hereof by this reference, ("**Airspace**"), for the anticipated presence and use of its crane or any part of its crane including but not limited to the jib and counter-jib (collectively, the "**Crane**"), as depicted in the plan(s) set forth in Exhibit A, through the Airspace from time to time for the purpose of constructing the Project, subject to the terms and conditions contained in this Agreement. The Town's acceptance of the plan(s) set forth in Exhibit A does not imply that the Town and/or its consultants have any liability whatsoever, or have waived any rights or remedies, in respect of any deficiencies in that plan(s).
- 1.2 This Agreement only grants the Owner rights within the Airspace and not the airspace of any other property owned by the Town.
- 1.3 The Airspace is generally depicted on Exhibit A. The Owner shall have the right to make non-material modifications to the Airspace and any such non-material modifications shall automatically amend the location of the Airspace without any further action on the part of the parties.

2.0 TERM

- 2.1 The term of this Agreement ("**Term**") shall commence on the date of execution of this Agreement ("**Commencement Date**") and shall expire upon acceptance, evidenced by signature, by the Town Engineer of the Owner's written notification stating that the crane has been removed, that all of the Owner's obligations under this Agreement have been satisfied, and the Owner is not in default under the terms of this Agreement.

3.0 FEES AND SECURITY

- 3.1 As consideration for the Owner's use of the Airspace, the Owner, contractor, or some combination thereof, shall pay to the Town an annual fee in the amount of FIVE HUNDRED DOLLARS (\$500.00). All terms and conditions of this Section 3 apply equally to the general contractor if they pay the fees required hereunder. Such annual fee is due, without pro rating, upon execution of this Agreement and on each anniversary of the Commencement Date thereafter. The Owner shall, simultaneously upon executing this Agreement, deliver to the Town a one-time administrative fee in the amount of SIX HUNDRED DOLLARS (\$600.00). The Owner thus agrees to pay the Town the following:
 - (a) Administration fee (one time) \$ 600.00
 - (b) Annual fee (each year throughout Term) \$ 500.00

- 3.2 The Owner, the general contractor, or a combination thereof, shall, simultaneously upon executing this Agreement, deliver to the Town a letter of credit in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) ("**Letter of Credit**") as security for the Owner's obligations under this Agreement. Said Letter of Credit must be valid throughout the term of this Agreement and allow the Town to draw on the Letter of Credit in the event:
- (a) The Town acts pursuant to Section 10 (Emergency Conditions);
 - (b) The Town acts pursuant to Section 11 (Damage to Town Property);
 - (c) The Town acts pursuant to Section 12 (Remedies Available to Town); and
 - (d) Owner defaults under this Agreement.
- 3.3 If the Owner is not in default under this Agreement the Town shall release the Letter of Credit to the Owner upon the expiration of the Term.

4 PARTY REPRESENTATIVES

- 4.1 Town hereby designates the Public Works Director, Floren Poliseo, to act as its representative for the performance of this Agreement. The Town's representative shall have the power to act on behalf of the Town for all purposes under this Agreement. If for any reason the Town's representative is unavailable to execute performance under this Agreement, the Town further agrees to provide written notice, in accordance with Section 17 (Notice), of an alternate representative authorized to act on behalf of the Town.
- 4.2 Owner hereby designates its Director of Facilities, Sean Ryan, CHFM, to act as its representative for the performance of this Agreement. The Owner's representative shall have the power to act on behalf of the Owner for all purposes under this Agreement. If for any reason the Owner's representative is unavailable to execute performance under this Agreement, the Owner further agrees to provide written notice, in accordance with Section 17 (Notice), of an alternate representative authorized to act on behalf of the Owner.
- 4.3 Representative contact information is as follows:

Town:	Owner:
Public Works Director	Teton County Hospital District dba St John's Health
Floren Poliseo	Sean Ryan
P.O. Box 1687	625 E. Broadway Avenue
Jackson, Wyoming 83001	Jackson, Wyoming 83001
fpoliseo@jacksonwy.gov	sryan@stJohns.health
(307) 733 3932 x1401	(307) 739-7410

5.0 CONDITIONS

- 5.1 The Owner covenants, acknowledges and agrees that this Agreement and the Owner's exercise of the rights granted in this Agreement are subject to the following terms and conditions:
- 5.1.1 In no event shall the Owner operate the Crane at any time to swing, load, unload, or hoist any objects, materials or other live loads over any portion of the Town Property or within the Airspace that is occupied by persons.
 - 5.1.2 Prior to the installation and operation of the Crane, the Owner shall have an approved construction management plan.
 - 5.1.3 The Owner covenants and agrees that prior to the installation and operation of the Crane it shall obtain all necessary approvals and permits for the Crane from any and all applicable government authorities and agencies.
 - 5.1.4 The Owner covenants and agrees to ensure that it erects, operates, dismantles, and removes the Crane and performs all work permitted by this Agreement and completes all engineering and other inspections in accordance with all codes, laws, rules, and regulations prescribed by all governmental or other authorities having jurisdiction with respect to such matters and in accordance with prudent construction operating procedures.
 - 5.1.5 The Owner agrees to cooperate with the Town to accommodate any Town requirements with respect to the Town's use of the Town Property and Airspace provided such does not unreasonably interfere with the use of the Airspace by the Owner as provided herein. This includes temporarily ceasing operation of the Crane or limiting their use if required by the Town acting reasonably.
 - 5.1.6 The issuance of this Agreement does not supersede any approvals required by the Town of Jackson or any department thereof associated with the development

and/or construction processes.

- 5.1.7 When not in use, the Crane shall be secured in accordance with the written procedures of the Crane's manufacturer subject to compliance with the requirements of any and all laws applicable thereto.
- 5.1.8 The Owner must contact the electricity provider to make any arrangements the provider may reasonably require to have overhead electrical lines de-energized or relocated, at no cost of the Town, prior to commencing work.
- 5.1.9 The Owner shall not release, deposit, discharge, place, or dispose of any toxic materials, substances, pollutants, contaminants, or wastes into the environment or at, on, or near the Airspace or the Town Property in contravention of any applicable laws whether into the air, land, surface water or groundwater, at any time. If any discharge, leakage, spillage, emission, or pollution of any type occurs, Owner shall provide immediate notice to the Town and, at its sole cost and expense, undertake all appropriate actions to remediate the affected property.
- 5.1.10 The Crane shall be operated in a way as to minimize interference with the reasonable use or enjoyment of the Airspace or the Town Property.
- 5.1.11 The Owner agrees and covenants to secure the Crane at all times so as to prevent unauthorized access to it and use of it.
- 5.1.12 The Owner agrees and covenants that it will only permit personnel who are trained, qualified, and certified according to all applicable laws, regulations, and standards to erect, operate, supervise, signal, dismantle, and remove the Crane.
- 5.1.13 The Owner shall cease all use of the Airspace and shall dismantle and remove the Crane as soon as it is commercially feasible to do so after its use is no longer needed for completion of the Project.
- 5.1.14 The Owner shall not permit crane loads to be left over the Town Property when the crane is not in active use.
- 5.1.15 Owner shall ensure prudent construction practices to minimize dust and debris falling on the Town Property from the operation of the crane, and Owner shall be responsible for promptly cleaning up and removing any debris falling onto the Town Property from the crane's operation.
- 5.1.16 The crane shall not be used to load or unload any materials on any portion of the Town Property, unless authorized through another executed agreement.
- 5.1.17 The crane shall not be used to transport any loads across the Town Property, unless authorized through another executed agreement.

6.0 NO REPRESENTATION OR WARRANTY

- 6.1 The Town makes no representation or warranty with respect to the condition or suitability of the Airspace for the Owner's intended use.

7.0 INDEMNITY

- 7.1 The Owner hereby agrees to defend, indemnify, and hold harmless the Town, its elected officials, employees, agents, and contractors from and against any and all liability, claims, damages, losses, expenses, and costs (including without limitation costs and fees of litigation, arbitration, mediation, and professional services) of every nature arising out of or in connection with the presence (in whole or in part), installation, use, operation, and/or dismantlement of the crane. The Owner also hereby agrees to defend, indemnify, and hold harmless the Town for any claims or causes of actions alleged to have been caused by the Town's acts and/or omissions. The indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 7.2 The obligation of the Owner to hold harmless, defend, and indemnify the Town, its elected officials, employees, agents and contractors, under this Agreement, shall not and does not confer upon the Owner any right or authority to settle or take any steps, proceedings or do anything in the name of the Town, in respect of any claim, demand, action or proceeding which may be brought against the Town and in respect of which the Owner is obligated to indemnify the Town.
- 7.3 The Owner covenants and agrees that it shall take all steps necessary to avoid construction liens being

registered against title to the Town Property as a result of the activities of the Owner in connection with the Crane. The Owner shall indemnify and save harmless the Town from and against all actions, causes of action, claims, demands and expenses whatsoever which the Town may incur as a result of the registration of any such construction liens. In the event of the registration of any such construction liens, the Owner covenants and agrees that within ten (10) days of receiving notice of a lien it will either take reasonable steps to discharge and vacate the same from title, or, in the alternative, commence the appropriate application seeking relief to vacate and discharge the same.

7.4 Nothing in this provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Wyoming Statutes, case law, or any other source of law.

7.5 The parties hereby expressly declare that it is neither their intention nor their agreement that any arrangements between them shall constitute or be deemed to constitute the Owner and the Town as partners, joint venturers, or agents of each other.

7.0 RELEASE AND WAIVER

7.1 The Owner hereby releases and forever discharges the Town, its elected officials, employees, agents and contractors, of and from any and all claims, actions, causes of action and other proceedings and any liability for damages, costs and expenses for or relating to any loss which the Owner may suffer arising out of or occasioned by the presence of the Crane (in whole or in part), the installation, use, operation and/or dismantlement of the Crane, including any work undertaken by the Owner or the Town, its contractors or agents as permitted by this Agreement.

9.0 INSURANCE

9.1 The Owner covenants to take out and keep in full force and effect throughout the Term of this Agreement and until the crane is removed from the Building Site, the following insurance which shall specifically include the risks and potential liability resulting from the use and/or operation (including the erection and dismantlement) of the Crane within the Airspace:

9.1.1 **Commercial General Liability** insurance applying to all operations of the Owner which shall include coverage for bodily injury liability, property damage liability, completed operations liability, contractor's protective liability, contractual liability, and non-owned vehicle liability.

9.1.2 Such policy shall be written with limits of not less than **TEN MILLION DOLLARS (\$10,000,000)** exclusive of interest or costs, per occurrence and shall include the Town as an additional insured.

9.2 In lieu of the Owner obtaining such insurance, it may provide to the Town a certificate of insurance including the policy endorsements, proving that the general contractor, Owner, or some combination of general contractor and Owner has taken out such insurance. All terms and conditions of this Section 9 apply equally to the general contractor if they obtain the insurance required hereunder.

9.3 Such policies shall not be terminated, cancelled, or materially altered unless written notice, by registered mail, of such termination, cancellation, or material alteration is given by the insurer(s) to the Town at least thirty (30) days before the effective date thereof.

9.4 All policies of insurance stipulated herein shall be with insurers that have a rating which meet the requirements of the Town, acting reasonably.

9.5 The Owner shall deposit with the Town, simultaneously with its execution of this Agreement, a certificate of insurance on a form provided by the Town.

9.6 The Owner shall file a renewal certificate with the Town not later than one (1) month before the expiration date of any policy provided pursuant to this Agreement, until the expiration of the Term. In the event that such renewal certificate is not received, the Town shall be entitled to terminate this Agreement.

9.7 The issuance of such a policy of insurance shall not be construed as relieving the Owner from the responsibility for other or later claims, if any, for which it may be held responsible.

10.0 EMERGENCY CONDITIONS

10.1 If the Town Engineer deems in their reasonable opinion that an emergency exists or may exist as a result of the crane being or possibly becoming a hazard or a source of danger to the health and safety of the public, the Town Engineer shall immediately notify the Owner of the hazard and/or danger. The Town Engineer may require the Owner via written or oral notice, within a time specified by the Town Engineer, to take certain measures that they deem necessary, which shall be set forth in the notice, to remove the hazard, danger, or potential danger created by the Crane. Notwithstanding anything contrary herein, the Owner acknowledges that such measures may include the Town requiring the Owner to: 1) limit the use of the crane; 2) cease operation of the crane; and 3) remove the crane. Owner agrees that it will comply immediately with such requirements. If the Owner fails to comply as requested and within the time specified by the Town Engineer, then the Town Engineer may take the necessary measures on behalf of the Owner, without further notice to the Owner. Where the Town Engineer takes any action under this Section, the expenses incurred by the Town in so doing shall be

promptly repaid by the Owner to the Town within thirty (30) days of the Town providing written notice to the Owner of the expenses owing. If the expenses are not paid within thirty (30) days of the Town providing notice of how much is owing, such expenses may be drawn from the Letter of Credit with no further notice to the Owner. If the Letter of Credit is insufficient to pay the outstanding amount, it will become a debt due to the Town and may be collected from the Owner in any manner permitted by law.

11 Damage to Town Property.

- 11.1 The Owner agrees that in the installation, operation, placement, dismantlement, and removal of the crane, the Owner shall ensure that no damage is caused by the Owner to any part of the Town Property. In the event there is damage to the Town Property, the Town Engineer may require the Owner via written notice, within a time specified by the Town Engineer, to take certain measures that they deem necessary and that shall be specified in the notice to repair the damage. If the Owner fails to comply as requested and within the time specified by the Town Engineer, then the Town Engineer may take the necessary measures to repair the damage on behalf of the Owner, without further notice to the Owner. Where the Town Engineer takes any action under this Section, the expenses incurred by the Town in so doing shall be promptly repaid by the Owner to the Town within thirty (30) days of the Town providing written notice to the Owner of the expenses owing. If the expenses are not paid within thirty (30) days of the Town providing notice of how much is owing, such expenses may be drawn from the Letter of Credit with no further notice to the Owner. If the Letter of Credit is insufficient to pay the outstanding amount, it will become a debt due to the Town and may be collected from the Owner in any manner permitted by law

12.0 REMEDIES AVAILABLE TO TOWN

- 12.1 In the event that the Owner is in default of any of the terms in this Agreement the Town may deliver to the Owner written notice of such default which written notice shall specify the default. The Owner agrees to either cure such default within five (5) business days after receipt of written notice from the Town or where such default cannot be cured within five (5) business days, to give written notice to the Town within such five (5) business day period of a methodology acceptable to the Town acting reasonably and based upon best practices (including a proposed timetable for implementation or completion of same, as the case may be, certified by the Owner's consultants where necessary), to remedy such default. In the event that the default is not cured within the five (5) business day period or the methodology is not acceptable to the Town acting reasonably, without further notice to the Owner, the Town may, in its absolute discretion, make any payment, carry out any work, cause such work to be carried out or do any other thing which is the obligation of the Owner to do under this Agreement and the Owner shall within thirty (30) days of receiving written notice (notifying the Owner of the amount owing), reimburse the Town in full for all sums so paid, including any and all costs and expenses incurred by the Town in carrying out any such work or doing such things. If the costs and expenses are not paid to the Town within thirty (30) days of receiving written notice, such amount may be drawn from the Letter of Credit with no further notice to the Owner. If the Letter of Credit is insufficient to pay the outstanding amount, it will become a debt due to the Town and may be collected from the Owner in any manner permitted by law.
- 12.2 The costs and expenses incurred by the Town and referred to in clause a) hereof and Section 10 (Emergency Conditions) may include, but are not limited to, the wages and benefits paid to or in respect of any employees or contractors of the Town in respect of the time during which such employees were employed with the Town, supervising or administering the carrying out of such work or things and the replacement cost of any materials owned by the Town and used in connection with the same and any amount equivalent to the amount that would have been the reasonable rental cost of any Town owned equipment used in that connection if the same were not owned by the Town, as well as any other costs or expenses incurred by the Town.
- 12.3 In the event that:
- a) a default is not cured within five (5) business days after receipt of written notice from the Town of such default and such methodology is not provided to the Town within the five (5) business day period; or
 - b) the Owner fails to diligently pursue the remedy to such default as proposed in the methodology; or
 - c) the Owner fails to make payment to the Town within thirty (30) days after receipt of written notice from the Town indicating the costs and expenses owing to the Town
- the Town may terminate this Agreement and/or all rights granted hereunder by written notice of termination given to the Owner.
- 12.4 The Owner covenants and agrees to pay to the Town its reasonable legal fees incurred as a result of exercising its rights and remedies under this Agreement.

13.0 AGREEMENT TO ENTER

- 13.1 For the purposes of permitting the Town to carry out any of its rights and remedies under this Agreement or at law, the Owner hereby grants to the Town an irrevocable right to enter upon and

access the Building Site, upon twenty-four (24) hours’ written notice given by the Town, unless the Town is acting in accordance with Section 10 (Emergency Conditions) in which case no notice is required to be given by the Town.

14.0 NO INTEREST BY OWNER

14.1 The Owner acknowledges and agrees that the permission hereby granted cannot and does not create or grant the Owner any interest or easement in, over, or upon the Town Property.

15.0 EXTENSION OF TIME

15.1 The Town may, in its discretion, grant such extensions of time as it deems reasonable or necessary for the performance of the Owner’s obligations under this Agreement, provided however, that no such extension nor any other indulgence granted by the Town, or any neglect, refusal or failure to enforce any of the terms and conditions of this Agreement, either in a timely manner or at all, or to take any other remedy shall in any way act as a waiver of the obligations of the Owner under any and all terms of this Agreement.

16.0 SEVERABILITY

16.1 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.

17.0 NOTICE

17.1 Any notice required or authorized to be given hereunder shall be deemed to have been given when either personally delivered or three (3) business days after deposit in the United States mail, certified, postage pre-paid, and addressed as follows:

Town:	Owner:
Town of Jackson	Teton County Hospital District dba St John’s Health
Attn: Town Clerk	Attn: Director of Facilities
P.O. Box 1687	625 E. Broadway Avenue
Jackson, Wyoming 83001	Jackson, Wyoming 83001
clerk@jacksonwy.gov	sryan@stJohns.health

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.

18.0 ASSIGNMENT

18.1 This Agreement shall not be assigned or transferred by the Owner without the express written consent of the Town, not to be unreasonably withheld or delayed.

18.2 The Owner shall not assign its interest in the Airspace without the express written consent of the Town, not to be unreasonably withheld or delayed.

19.0 SUCCESSORS AND ASSIGNS

19.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon written agreement by the parties, or their heirs, legal representatives, successors, and permitted assigns.

20.0 EXTENDED MEANINGS

20.1 In this Agreement, words, terms, and provisions which are in the singular shall be read as including the plural, the plural shall include the singular, as the case may be and the context require.

21.0 GOVERNMENTAL IMMUNITY

21.1 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 occurring as a result of this Agreement.

22.0 HEADINGS FOR CONVENIENCE ONLY

22.1 The division of this Agreement into articles and clauses is for convenience only and shall not affect the interpretation or construction of this Agreement.

23.0 ENTIRE AGREEMENT

23.1 This Agreement, including any exhibits attached hereto, shall constitute the entire agreement

between the parties as to the subject matter hereof, and not prior or separate understandings or agreement between the parties are merged into this Agreement. This Agreement shall not be modified or amended except by written agreement executed and dated by both parties.

24.0 ADDITIONAL DOCUMENTS AND ACTS

24.1 Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

25.0 GOVERNING LAW; JURISDICTION; CONSTRUCTION

25.1 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.

26.0 RECITALS PART OF AGREEMENT

26.1 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.

27.0 COUNTERPARTS; ELECTRONIC SIGNATURES

27.1 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.

28.0 WAIVER

28.1 A waiver by the either party regarding the breach of any of the provisions of this Agreement shall not bar the right of the other party to enforce the terms of this Agreement.

29.0 AUTHORITY TO EXECUTE.

29.1 It is acknowledged that the parties hereto have the authority to enter into this Agreement, that none are bound by any previous agreement that adversely affects this Agreement, and that they are not subject to any restriction or limitation that would prevent them from performing their duties and obligations hereunder.

IN WITNESS WHEREOF, the parties have hereunto set their hands to be effective as of the last date signed below:

Teton County Hospital District dba St John’s Health,

By: _____
Title: _____
Date: _____

TOWN OF JACKSON,

A municipal corporation
of the State of Wyoming

BY: Hailey Morton Levinson, Mayor

ATTEST: Riley Taylor, Town Clerk

Date: _____

STAFF REPORT



Meeting Date:	September 11, 2023	Meeting Title:	Special Town Council Meeting
Submitting Department:	Town Clerk	Presenter:	Lynsey Lenamond
Agenda Item:	The Rusty Parrot Lodge & Spa LLC Request for Extension of Time to Become Operational	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider a request to extend the non-operational status of a Bar and Grill liquor license. The Town Council is the local licensing authority for the issuance, renewal, and transfer of all liquor licenses within the Town of Jackson.

Requested Action.

Staff requests that the Town Council consider the request from The Rusty Parrot Lodge & Spa LLC to be granted more time to finish construction, open their establishment, and begin operating with their Bar and Grill liquor license.

Recommendations.

Staff recommends approving an additional twelve (12) month period for the applicant to begin operations if Town Council can make the findings for such approval.

Background.

On August 15, 2022, the Town Council approved an application for a Bar & Grill liquor license from The Rusty Parrot Lodge & Spa LLC. The applicant was under construction at the time and was therefore approved with non-operational status. As of the one-year anniversary of the Bar and Grill license being approved, which was August 15, 2023, the applicant is still under construction and is non-operational. State statutes allow a liquor license holder to be non-operational for a 12-month period. If a licensee needs more time to become operational, it becomes their responsibility to request an extension from the local licensing authority. Staff received a letter from the applicant on August 10, 2023 requesting an extension of time to become operational. That request is in attachment to this staff report.

Analysis & Key Policy Questions.

Key Policy Question: Does the Town Council want to grant the applicant an additional period of time to become operational?

Wyo. Stat. §12-4-103(a)(iv), Restrictions upon license or permit applicants and holders; license limitation per person states:

Any licensee who fails to demonstrate that his licensed alcoholic or malt beverage enterprise will be operational in a planned but not physically functional building within one (1) year after a license or permit has been issued or transferred, or if holding a license, fails to open his business in a functional building within one (1) year after license issuance or transfer and remain operational thereafter. Upon a showing of good cause by the licensee and for an additional period of not to exceed one (1) year, the local licensing authority may extend the time period in which the business or enterprise of the licensee is required to become operational or open for business pursuant to this paragraph. Any license or permit in violation of this paragraph shall not be renewed by the local licensing authority and once the enterprise is operational or open for business, no licensee shall be eligible to repeat the grace periods made available by this paragraph without the consent of the local licensing authority due to extraordinary circumstances. For purposes of this paragraph "remain operational" means operational consecutively, in any license term year, for twelve (12) months or for not less than three (3) months if determined by the local licensing authority to be a seasonal operation;

The above state statute allows for an extension of time to be granted "upon a showing of good cause." Staff finds the applicant has provided valid reason for their delayed opening. The originally scheduled opening date was in late 2022.

However, due to COVID related issues, labor and supply shortages, they have experienced multiple delays in construction. The work has continued at a slower pace than expected, however, it has continued and they are progressing towards an early 2024 opening.

Council could grant an extension for any length of time it chooses, up to twelve (12) months. The extension would begin retroactively from the one-year anniversary of the license being issued, which was August 15, 2023.

Comprehensive Plan & Priority Alignment.

This request relates to the Comprehensive Plan Policy 8.1.a, the delivery of quality levels of service to the community. It also relates to the health, safety and welfare of the community as discussed in section 8.

Fiscal Impact.

Liquor licenses generate an undetermined amount of sales tax revenue, and any license in a non-operational status is not able to generate said revenue. The applicant will be required to apply for the 2024/2025 annual renewal of their liquor license per the normal process as set out by the Wyoming Liquor Division and Town Clerk's office. The annual renewal fee for a Bar and Grill liquor license is \$3,000.00.

Staff Impact.

Staff spent approximately 3 hours working with the Wyoming Liquor Division and the applicant on this request and preparing the staff report.

Attachments or Links.

Applicant's Letter of Request.

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

Having considered the Wyo. Stat. §12-4-103(a)(iv) statutory factors for this request, I move to grant The Rusty Parrot Lodge & Spa LLC an extension of twelve (12) months ending August 15, 2024 to become operational and open for business.



August 10, 2023

Dear Town Council,

I hope that this letter finds you well. I am writing on behalf of the Rusty Parrot Lodge and Spa. As you all know we are in the process of rebuilding and are counting down the days until we can welcome back guests.

Regrettably, unforeseen construction delays have necessitated an extension of the non-operational period for our Bar & Grill Liquor License. We understand the importance of adhering to all regulatory timelines and requirements, and we request your approval of an extension until February 15th, 2024 to attain operational readiness.

We continue to make steady progress on the construction. The exterior is nearly complete, and hardscape is in progress this week.

We have more work to do on the interior, but we are progressing into the final finishes on some floors while mechanical, electrical and plumbing are still in progress on other levels. Bathtubs are installed, the majority of drywall is installed, solid stone counters are in templating and fabrication stage, fireplaces are being installed now. Our interior wood millwork and cabinetry is fabricated and ready for installation. All our furnishings have been delivered to our warehouse for installation.

We assure you that we are making every effort to expedite the construction process while continuing to ensure the quality and safety of the establishment. In the bar and grill area, the service bar is framed, the exhaust hood ventilation and walk-in refrigeration are installed and the remainder of our kitchen and bar equipment is in storage awaiting installation. We are currently working on HVAC in the dining room and bar.

Our originally scheduled opening date was set before the holiday season of 2022. Delays in construction have caused the opening date to be pushed back several times. Reasons reported as causes of the delays are multiple and include COVID illnesses, supply chain disruption, general labor shortages, scheduling of building inspections, and corrections to the engineering of the Mechanical Electrical and Plumbing systems.

Thank you for your understanding and we look forward to the opportunity to continue serving our community and patrons.

If you require additional information, please contact me at (307) 690-6968 or bharrison@rustyparrot.com.

Sincerely,



Brandon Harrison
General Manager



A MEMBER OF SMALL
LUXURY HOTELS OF THE WORLD

STAFF REPORT



Meeting Date:	September 11, 2023	Meeting Title:	Town Council Meeting
Submitting Department:	Building Department	Presenter:	Kelly Sluder
Agenda Item:	Demolition Permit DEM23-0016 Located at 135 N Gros Ventre	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to review and consider a demolition request when the Teton County Historic Preservation Board (TCHPB) recommends a stay on demolition per Title 15.38 D. Demolition Permit Review

Requested Action.

On July 26, 2023, applicant Jeff Neishabouri applied for a demolition permit (DEM23-0016) to remove an 1,800 sf house built in 1964 and located at 135 N. Gros Ventre Street.

Recommendations.

The TCHPB recommends a ninety (90) day stay in the issuance of a demolition permit in order for the applicant, the TCHPB, and other interested parties to explore alternatives to demolition.

Background.

Upon receipt of a demolition permit application pursuant to Section 105.1 of the International Building Code, the Planning and Building Department shall refer the demolition application to the TCHPB.

The TCHPB met on August 8, 2023, and found, based on the submitted application and their own analysis, that the home at 135 N. Gros Ventre Street is historically significant according to the Town of Jackson Designation Criteria to the Jackson Historic Register. Specifically, the structure is historically significant under the following criteria:

- A. Significant architectural style
- B. Age
- C. Retains historic integrity.

See demolition permit application for a full summary of request, background materials, and photos.

Analysis & Key Policy Questions.

The key policy question is whether the Council supports (or not) the TCHPB's recommended stay of 90 days for the existing house located at 135 N Gros Ventre Street.

Possible Alternatives.

The Council may consider requiring a stay of less than 90 days or no stay at all.

Comprehensive Plan & Priority Alignment.

The Comprehensive Plan addresses historic preservation with the following policies:

Policy 4.5a: Identify and preserve historically significant structures and sites;

Policy 4.5.b: Support the Historic Preservation Board; and
Policy 4.5.c: Enhance historic preservation education, outreach, and awareness.

The demolition review process plays an integral part in achieving all three of these policy goals.

Fiscal Impact.

None identified.

Staff Impact.

Processing this application took staff approximately four hours.

Attachments or Links.

Demolition permit application
Recommendation from TCHPB (email)

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

I move to approve a stay of ____ days on the issuance of Demolition Permit DEM23-0016 for the primary home located at 135 North Gros Ventre Street.

**DEMOLITION PERMIT APPLICATION**

Planning & Building Department
Building Division

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

For Office Use Only

Permit No.		Permit Fee:		Date Received:		Date Due:	
------------	--	-------------	--	----------------	--	-----------	--

APPLICABILITY. The purpose of the Demolition Permit is to review and permit demolition of structures and utilities in accordance with Town of Jackson Municipal Code Section 15.38.

When is a Demolition Permit Required?

Demolition includes the act of demolishing or removing (including removals without destruction of the component elements of the structure):

- Fifty percent or more of the exterior walls of a building as measured continuously around the building coverage; or
- Fifty percent or more of the roof area as measured in plan view (defined as the view of a building from directly above which reveals the outer perimeter of building roof areas to be measured across a horizontal plane); or
- Any exterior wall facing a public street or right of way.

PROJECT INFORMATION.

Physical Address: 135 N Gros Ventre

PIDN: 22-41-16-27-3-09-007 Original Year Built: 1962

Please answer the following questions to the best of your ability if unknown please write UNKNOWN.

Years and Description of any Additions: Detached 108 sf tool shed - built in 1964

Years and Description of any Remodels: N/A

Years and Description of any other Demolitions: N/A

PROJECT DESCRIPTION. Describe the precise nature of the proposed activity.

Removal of existing home, hardscape features, and utilities

APPLICANT/AGENT. This is the responsible party for the permit, bonding, inspections, and execution of the work.

Name: Jeff Neishabouri Phone: 307-690-1500

Mailing Address: P.O. Box 6368, Jackson, Wyoming ZIP: 83002

E-mail: jeff@kismet rugs.com

**If applicant is other than owner, a notarized Town of Jackson Letter of Authorization must accompany this application. Only the Owner or their authorized agent may sign the application.*

PROPERTY OWNER. If other than APPLICANT

Property Owner: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

CONTRACTOR.

Name: Shane Hansen - Hansen Earthworks Phone: 307-690-4185

E-mail: hanseneearthworks@yahoo.com License: per Shane Hansen

NOTICES. <i>The following information should be considered with any demolition permit application.</i>	
A bond for the cost to abandon the water and sewer services as determined by Town Engineering is due at permit issuance.	
An Encroachment (Public Right-of-Way Permit) must be submitted prior to any work within the right-of-way.	
All work to be completed in accordance with the IBC Section 3303.	
All public and commercial / multifamily facilities must be inspected by a trained professional for the presence of asbestos prior to demolition. For more information contact Linda Dewitt the Asbestos Coordinator with the Wyoming DEQ Air Quality Division 307-777-7394.	
A notification of Demolition form is required to be sent to Asbestos.notice@wyo.gov 10-working days before the start of any demolition whether asbestos is present or not.	
Performing demolition work without a permit may result in higher permit fees, fines, and/or loss of business license.	
After Issuance permit is valid for 180 days.	
Permit Fee of \$100 is due at time of permit issuance.	
A 48-hour advanced notice is required to deliver demolition material to the County transfer station. Please call 307-733-7172.	
DEMOLITION PERMIT SUBMITTAL REQUIREMENTS. <i>In order to be considered complete the following elements must be supplied with this application (Please contact the Engineering Division at 733-3079 with any questions regarding this permit):</i>	
APPLICANT INITIALS	Application shall include the following items or acknowledgments:
	Notarized Town of Jackson Letter off Authorization, if applicant is other than the owner.
	Copy or receipt of written notification to the Wyoming DEQ Asbestos program. <i>See attached form for submittal to DEQ.</i>
	Demolition Plans showing: • Extent of the demolition work • Existing utilities to be abandoned and patching in the right-of way. • Finished Conditions Plan or Statement: the vacant lot shall be backfilled and maintained to the existing grade or without slopes steeper than 2:1. • Construction access point and access stabilization methods • Equipment parking areas • Location of construction and silt fencing
	Photographs of existing exterior conditions: • elevation photos (front, back, sides) of each building or structure intended for removal. If multiple structures or features are proposed for demolition, overall site photographs should be provided for context.

APPLICANT'S SIGNATURE, CERTIFICATION, AND AUTHORIZATION

Under penalty of perjury I hereby certify that I have read this application and state that, to the best of my knowledge, all of the information herein is true and correct and I swear that any information which may be hereafter given by me in hearing before the Planning Commission of Town of Jackson or the Town Council of the Town of Jackson shall be truthful and correct. I agree to comply with all Town, State, and Federal laws relating to the subject matter of this application and hereby authorize representatives of the Town of Jackson to enter the property described herein during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering the property.

In signing this application, I acknowledge that the Town's acceptance of this application does not constitute approval of a permit. I agree not to commence any work for which this application is being made prior to approval of this application by the appropriate Town agencies and payment of any fees due.

Signature of Owner or Authorized Applicant/Agent

Jeff Neishabouri

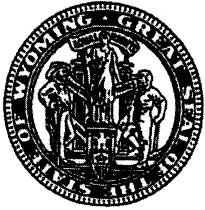
Name Printed

Date

Owner

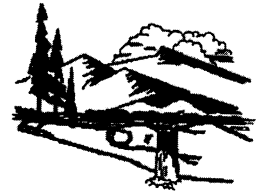
Title

7-25-23



Department of Environmental Quality

To protect, conserve and enhance the quality of Wyoming's environment for the benefit of current and future generations.



Matthew H. Mead, Governor

Todd Parfitt, Director

MEMORANDUM

To: Building Owners and Operators

From: Linda Dewitt, State of Wyoming Asbestos Program Coordinator
Karin Schubert, State of Wyoming Asbestos Inspector

Subject: Asbestos Inspection and Notification Requirements

On October 26, 1993, Wyoming adopted the revised National Emission Standard for Hazardous Air Pollutants (NESHAP) regulation, for asbestos renovation and demolition projects.

Summary of Asbestos Program Requirements:

1. Private residences or apartments with four or fewer dwelling units are exempt from the regulations except for proper disposal of asbestos-containing waste. If a residential property is being renovated or demolished so that the property can be used for commercial purposes (commercial building, parking lot, et al.), the exemption does not apply.
2. All public and commercial facilities must be inspected for the presence of asbestos, in the area where the project will occur, prior to any renovation or demolition activity; or all suspect materials must be treated as if Regulated. Inspections are required regardless of the age of construction. The inspection must be conducted by a trained Asbestos Building Inspector.
3. Written notification to the Asbestos Program is required ten (10) working days prior to the removal of asbestos-containing material (ACM). The form can be found at: <http://deq.wyoming.gov/aqd/asbestos/resources/forms/> and must be submitted by:

Mail: Air Quality Division, 200 W 17th Street, 3rd Floor Cheyenne, Wyoming 82002; or
Fax: (307) 777-6937 (followed by a mailed original); or,
Scan and email: asbestos.notice@wyo.gov (followed by a mailed original).

4. Notification is required to be turned in 10-working days prior to the start of all **demolition projects** for public and commercial buildings whether asbestos is present or not. Moving a building is considered a demolition project.
5. The regulations require that each person performing or supervising an abatement project in public and commercial buildings (including schools) be trained. Work practice and disposal requirements may differ based on the type of material involved.
6. All Regulated Asbestos-Containing Material (friable, or non-friable made friable) must be removed from a facility being demolished or renovated before any activity begins that would break up, dislodge, or similarly disturb the material. Exceptions may be allowed for certain non-friable materials that are in good shape, have not become, and will not be made Regulated. Material can be made Regulated by subjecting it to sanding, grinding, cutting, abrading or extensive breakage or any action that will crumble, pulverize or reduce the asbestos-containing material to powder.
7. All waste ACM must be properly disposed of at an approved landfill.
8. If a facility is to be intentionally burned, all asbestos-containing material must be removed prior to burning.

If you have questions or need additional information, please feel free to contact Linda Dewitt, Asbestos Program Coordinator, at (307) 777-7394; or Karin Schubert, Asbestos Inspector, at (307) 777-7584.

Asbestos Notification Instructions

A Notification of Demolition and Renovation Form is required to be turned in at least 10-working days prior to the start of any renovation that will create or disturb **any amount of** Regulated Asbestos-Containing Material (RACM) and every demolition project. The 10-working days is a federal and state regulatory requirement that was written to give regulators enough time to plan so that they can visit renovation projects while they are active or demolition projects before they start, to determine if they have had a thorough inspection. This wait is required in every state.

These instructions have been created to help you fulfill this requirement. We will accept forms from other states as long as they have all of the required project information. All notification forms must be signed in order for them to be valid. Incomplete notification forms may result in the delayed start of a project or even enforcement action. The notification must be legible and received no later than 10-working days prior to the beginning of the asbestos removal activity or demolition project. Please submit this form to:

Air Quality Division, Asbestos Program
200 West 17th Street, 3rd floor
Cheyenne, WY 82002

OR Email to:
Asbestos.notice@wyo.gov
Or Fax to:
307-777-6937

Revisions of this notice are required if any of the basic information on the notice (work dates, abatement contractor, disposal locations) changes. The notice is also required to be revised if the amount of material increases or decreases by more than 20%.

- I. **Facility Description:** The facility refers to the building that is being renovated or demolished. It often has a name such as "Hilltop Grocery" or you may use something more generic such as "Vacant Home" if it is not named. The address must include the street number, street name, city and state and must be accurate. Add floor numbers and room numbers where smaller renovations are to be conducted within larger facilities. The Site Description should include a specific description of the types and amounts of asbestos-containing building materials that are being disturbed or removed. More than one building may be listed if it is on the same lot (such as Keepers Real Estate and shed).
- II. **Facility Information:** Enter the name, address, contact person and telephone number of the following:
 - a. **Owner:** Legal owner of the site at which asbestos is being removed or demolition planned.
 - b. **Removal Contractor:** Asbestos abatement contractor used to remove, stabilize or clean up asbestos material in the facility.
 - c. **Other Operator:** Demolition contractor, General contractor or any other person who leases, operates, controls or supervises the site.
 - d. *If additional parties share responsibility for the site, demolition activity, renovations or ACM removal; include complete information (including name, address, contact person, and telephone number) on additional sheets submitted with this form.*
 - e. **Building Size:** Provide approximate size in square feet.
 - f. **Number of Floors:** Enter the number of floors including basement or ground level floors.
 - g. **Age in Years:** Enter the approximate age of the facility.
 - h. **Present Use:** Identify the primary use of the facility (Hospital, School, Public Building, Commercial, Residential etc.).
 - i. **Prior Use:** Identify previous uses of the facility.

Asbestos Notification Instructions

III. Type of Operation:

- a. D=DEMO (Demolition): A project that includes the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations, or the intentional burning of any facility.
- b. O=ORDERED DEMO: Demolitions of facilities that are structurally unsound and in danger of imminent collapse may be ordered by government agencies that control public safety. A copy of the demolition order document (including contact information), or a copy of a signed, stamped report from a licensed structural engineer must accompany this type of notification form.
- c. R=RENOVATION: A project that means altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component (but not removal of a load-supporting member).
- d. E=EMERGENCY RENOVATION: A renovation operation that was not planned but results from a sudden, unexpected event that, if not immediately attended to, presents a safety or public health hazard, is necessary to protect equipment from damage, or is necessary to avoid imposing an unreasonable financial burden.

IV. **Is Asbestos Present?** Answer "Yes" or "No" regardless of the amount or type of asbestos.

V. **Procedure Used to Detect the Presence of Asbestos Material:** If an inspection was performed, please state the individual/company that performed the inspection(s) and the date of the inspection(s). Describe the analytical methods employed if you know them (bulk analysis, composite sampling, Polarized Light Microscopy, point counting Transmission Electron Microscopy, or other).

VI. **Scheduled Dates Asbestos Removal (MM/DD/YY):** Enter the scheduled dates for asbestos removal work, which includes any work which may break up, dislodge, or disturb asbestos material, such as salvage operations. *(Site preparation and salvage operations can be undertaken previous to the start date only if the asbestos-containing material is not disturbed).*

VII. **Schedules Dates Demo/Renovation (MM/DD/YY):** Enter the scheduled dates for the renovation and/or demolition activity. If you are not sure of the exact dates, provide the entire date range and send additional emails revising the dates as the project proceeds (within 10-working days of the start of the project).

- a. *NOTE: If the asbestos removal, demolition activity or renovation work is going to be performed in separate phases, attach a separate piece of paper with the dates and a description of each phase.*

VIII. **Scheduled Work Hours:** Enter the work hours and the days you will be working.

IX. **Approximate Amount of Asbestos:**

Use the following units when reporting amounts of asbestos:

Linear Feet for insulation around pipes and elbows only (TSI).

Square Feet for most asbestos containing materials (including caulking and glazing)

Cubic Feet should be used only for debris being cleaned up.

Asbestos Notification Instructions

- a. RACM to be removed: List the amount of friable asbestos material, nonfriable asbestos-containing material that has become friable and nonfriable asbestos-containing material that has been, or will become crumbled, pulverized or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.
- b. Nonfriable Asbestos Material To Be Removed: For renovation and demolition projects, list the amount of nonfriable asbestos-containing material that will be removed in an intact state (without becoming regulated).
- c. Nonfriable Asbestos Material Not To Be Removed: For demolition projects only – list the amount of nonfriable asbestos-containing material that will remain in the building during demolition.

Category I = nonfriable asbestos-containing (>1%) packings, gaskets, resilient floor covering, and asphalt roofing products.

Category II = nonfriable asbestos-containing (>1%) material not in Category I such as tar-based coatings, cement asbestos materials, cloth-covered wiring, etc.).

- X. **Description of Planned Demolition or Renovation Work, and Method(s) to be Used:** Describe the location and types of asbestos-containing material which will be affected during this project. Describe the general steps and methods that will be followed to remove this project's asbestos-containing material.
- XI. **Description of Engineering Controls and Work Practices to be Used to Control Emissions of Asbestos:** Describe the work practices and engineering controls selected to prevent the release of asbestos fibers during the asbestos removal work, such as negative pressure containment, wetting, use of HEPA vacuums, et al. Be as specific as possible.
- XII. **Type of Notification:**
 - i. O=Original: This is the first notification for an upcoming project.
 - ii. R=Revised: This notification is a revision of a prior notification. Specify in email or cover letter what the changes are (don't make us look for them).
 - iii. C=Cancelled: Project has been cancelled. Note: An email is acceptable to cancel a project.
 - iv. WPR Notice: Leave blank.
- XIII. **Waste Transporter:** Enter the names, addresses, contact persons, and telephone numbers of the persons or companies responsible for transporting ACM from the removal site to the waste disposal site. If the removal contractor or owner is the waste transporter, state "same as removal contractor" or "same as removal owner".
- XIV. **Waste Disposal Site:** Identify the waste disposal site, including the complete name, physical location, and telephone number of the facility. If ACM is to be disposed of at more than one site, provide complete information for each disposal location on an additional sheet submitted with the form and clearly indicate which type of waste will be taken to which site.
- XV. **If Demolition Was Ordered by a Government Agency, Please Identify the Agency:** Provide the name of the responsible official, title and agency or authority under which the demolition order was issued.

Asbestos Notification Instructions

- XVI. **If Applies - For Emergency Renovations:** Provide the date and time of the unexpected event. Provide a short description of the event and the unsafe conditions, equipment damage, or financial burden resulting from the event. A separate letter from the Owner must be received that provides enough detail to evaluate whether a renovation meets requirements for an emergency. (See Emergency Waiver instructions for more information).
- XVII. **Description of Procedures to Be Followed in the Event that Unexpected Asbestos is Found or Previously Non-friable Asbestos Material becomes Crumbled, Pulverized, or Reduced to Powder:** Describe what actions and work practices will be taken to address these unexpected events and keep asbestos emissions to a minimum.
- XVIII. **Certification of Presence of Trained Supervisor:** The notifying individual must certify that a person trained in asbestos-removal procedures will supervise the demolition or renovation. This trained individual is responsible for the activity on-site.
- XIX. **Required Verification:** Certify the accuracy and completeness of the information provided by signing and dating the notification form. Notifications that are not signed, will not be processed.

Associated Definitions

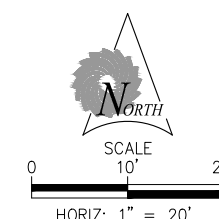
ACM: Stands for Asbestos Containing Material. Any material containing more than 1% of six types of asbestos minerals: Chrysotile, Crocidolite, Tremolite, Actinolite, Amosite or Anthophyllite.

Category I nonfriable ACM: asbestos-containing packings, gaskets, resilient floor covering (floor tile, sheet vinyl and mastics), and asphalt roofing products (roof tar, roof shingles, rolled roofing, built-up tar on flat roofs) containing more than 1% asbestos.

Category II nonfriable ACM: includes any material, excluding Category I nonfriable ACM, containing more than 1% asbestos...that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure (cement asbestos products, cloth-covered wiring, tar-based coatings).

Friable: any material containing more than 1% asbestos....that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

Regulated Asbestos-Containing Material (RACM): (a) Friable asbestos material, (b) Category I nonfriable ACM that has become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, abrading or extensive breakage, or (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

















From: [Kelly Sluder](#)
To: [Paul Anthony](#)
Subject: FW: DEM23-0014, 0015, 0016
Date: Thursday, August 31, 2023 3:27:30 PM

From: Teton Preservation Board <tetonpreservation@gmail.com>
Sent: Wednesday, August 9, 2023 2:27 PM
To: Kelly Bowlin <kbowlin@jacksonwy.gov>; Kelly Sluder <KSluder@jacksonwy.gov>
Cc: Michael Stern <michael@masplaces.com>
Subject: DEM23-0014, 0015, 0016


Hi Kelly,

Here are the results from last night's meeting.

The resources identified in DEM23-0016 and located at 135 N. Gros Ventre are found to be historically significant according to the Town of Jackson Designation Criteria to the Jackson Historic Register.

Historically significant under the following criteria:

- A. Significant architectural style
- B. Age
- C. Retains historic integrity

The TCHPB recommends a ninety (90) day stay in the issuance of a demolition permit for public comment and in order for the applicant, the TCHPB and other interested parties to explore alternatives to demolition.

Regarding the resources identified in DEM23-0015 and located at 960 Maple Way, The TCHPB has no comment on historic significance. No stay is recommended.

The resources identified in DEM23-0014 and located at 325 E. Hansen are not found to be historically significant according to the Town of Jackson Designation Criteria to the Jackson Historic Register. A stay of demolition is not recommended.

Thank you,

Susan

--

Susan Eriksen-Meier

Teton County Historic Preservation Board

P.O. Box 4083, Jackson WY 83001
307-690-7781

STAFF REPORT



Meeting Date:	September 11, 2023	Meeting Title:	Regular
Submitting Department:	Community Development	Presenter:	Susan Scarlata
Agenda Item:	Response to Regulatory Reduction Task Force	Public Comment:	Yes

Purpose & Policy Considerations.

This item's purpose is for Town Council to consider a response to the Legislature's Regulatory Reduction Task Force.

Requested Action.

Staff requests Town Council discuss and approve the attached response to the Regulatory Reduction Task Force.

Recommendations.

Staff recommends that Council discuss the attached response, share high-level concepts about content to be added or deleted, and approve the attached response.

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.

At its June 26 meeting, Council approved moving forward with a year-long contract with its current Legislative Advisor. The Town's Legislative Advisor has been monitoring the Regulatory Reduction Task Force during this Interim Session and advised the Town to send a response after the last meeting of this Task Force's Housing Subcommittee, which took place July 31.

The Regulatory Reduction Task Force was created by the Management Council at its March 23 meeting to examine rules, regulations, statutes, and processes affecting the mining, agriculture, and construction industries. The Task Force was created to consider statutes or other areas to reduce the regulatory burden on Wyoming's businesses and citizens to foster growth in the state's economy. 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.

Analysis & Key Policy Questions.

The Regulatory Reduction Task Force's Housing Subcommittee has had various discussions focused on and material to Jackson's Housing Department and Planning and Building regulations. Senator Mike Gierau is Co-Chair of this Task Force and pointed out during the last Housing Subcommittee meeting that he would like to gather more information about Jackson and Teton County's Housing Programs and Planning and Building regulations.

Town staff drafted the attached letter with Legislative Advisor Andy Schwartz. The letter addresses various items discussed at the Housing Subcommittee's last meeting and focuses on the success of our Town and County's Housing Programs and the tools we utilize 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 and submit this letter with sufficient time for Task Force Members to read and digest it before this meeting.

Town Manager Tyler Sinclair is listed on the Task Force's agenda for this September meeting and has been asked to address planning and building regulations. Housing Director April Norton is also on the agenda and will provide information about housing projects and the work of this the joint Housing Department. The Wyoming Association of Municipalities and the Wyoming County Commissioners Association are also on the agenda to testify before the Task Force at its next meeting.

Key Policy Question #1

Does Council want to send a letter to the Regulatory Reduction Task Force?

Key Policy Question #2

Does Council have items to add or delete from the content of the attached letter?

Possible Alternatives.

Council could choose not to respond to the Regulatory Reduction Task Force.

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.

There is currently no fiscal impact related to this item.

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.

Letter responding to Regulatory Reduction Task Force.

Suggested Motion.

I move to direct staff to send the attached letter to members of the State Legislature's Regulatory Reduction Task Force with any changes suggested today and other minor edits from staff.



Dear Regulatory Reduction Task Force Members-

At the Housing Subcommittee meeting on July 31 a significant portion of the conversation was focused on issues in the Town of Jackson, specifically connecting our planning and zoning regulations to high housing costs. If the Task Force is to constructively fulfill its mission, it is critical that it is fully informed about the economics of housing in Jackson and its relationship to our regulatory structure.

Housing challenges have existed in Jackson and Teton County since the 1980's and have increased exponentially in recent years. The average market rate to rent a 2-bedroom apartment in Jackson is \$4,200 (it was \$2,500 in 2019) and the current median price to buy a home is \$2.5M (it was \$975k in 2019). These prices have multiple drivers, but the significance of land and construction costs cannot be underestimated. At the ballot box, through philanthropy, and in countless other ways our community regularly comes together to support housing policies that help ensure we do not become a town with no townspeople. Everyone in our community is impacted by our housing crisis including business owners who need employees to keep their doors open. So much so that our Housing Department regularly works with private developers and many deed-restricted homes in our community exist due to private investment and public/private partnerships. Over decades, we have worked to provide a solid supply of rental and ownership units that will remain permanently affordable to the local workforce. Today, our Housing Department manages over 1,000 homes for firefighters, teachers, nurses, police officers, and many other everyday jobs that are necessary and integral to our community's success.

Our economy is thriving, and we consistently utilize tools that help provide housing across a range of income levels including fee waivers, fast-tracked approvals, mitigation, zoning for multi-family and accessory units, and density bonuses. We also know that government cannot address our housing crisis alone and provide zoning tools that benefit private developers to help with our housing challenges. Using publicly owned land and public/private partnerships have also been critical to successes we have achieved. One of our community's goals is to house the majority of our community locally and despite continuous work on this issue over 40% of people that work in our community cannot afford to live here and commute in every day. Other Wyoming communities are also experiencing challenges related to housing affordability for their residents, and we are happy to share lessons learned about what has worked and what has not. We are proud of our success working with the private sector and through our housing program to help make Jackson a hometown for our little league coaches, snowplow drivers, and childcare providers. Please reach out to me or Town Manager Tyler Sinclair with any related questions.

Sincerely,

Hailey Morton Levinson
Mayor | Town of Jackson



STAFF REPORT



Meeting Date:	September 11, 2023	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Resolution 23-18, A Resolution Setting the Town Council Regular Meeting Schedule	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to act on Resolution 23-18, that sets the Town Council regular meeting schedule.

Requested Action.

Staff requests Council approve the resolution setting the Town Council regular meeting schedule.

Recommendations.

Staff recommends the Town Council approve Resolution 23-18 as presented that sets the Town Council regular meeting schedule.

Background.

Council provided direction at their July 17, 2023 Town Council meeting move forward with changes to the regular meeting schedule to:

- 1) change how the Town establishes meetings (setting the regular meeting schedule by resolution instead of by ordinance).
- 2) hold regular meetings the next week (on Monday) when the regular meeting falls on a holiday.
- 3) begin Joint Information Meetings at 1:30pm (instead of 3:00pm).
- 4) add regular meetings on certain Tuesdays in April and May (to accommodate budget discussions).

Wyoming Statute §16-4-404 currently states, in relevant part:

(a) In the absence of a statutory requirement, the governing body of an agency shall provide by ordinance, resolution, bylaws or rule for holding regular meetings

The Town Council is set to adopt the ordinance repealing the regular meeting schedule later on in the agenda and adopting this resolution prior to third reading and effective date of the ordinance (September 13, 2023), preserves the regular meeting schedule.

Analysis.

All key policy questions were answered at the July 17, 2023 Council meeting.

Possible Alternatives.

Pursuant to Wyoming Statute §16-4-404, the Town Council must set a regular meeting schedule and they should have a schedule in place by resolution at the time the current regular schedule set by ordinance is repealed. Council could choose to instead set the regular meeting schedule in the Council Rules and Procedures, however the Rules and Procedures are posted on the Town's website but there is no current practice or requirement for advertising them. Resolutions are more prominently found and searchable on the Town's website and archived in the permanent record books for the Town of Jackson.

Comprehensive Plan & Priority Alignment.

In order to successfully implement the vision and common values in the comprehensive plan, set a transparent and reliable schedule for the public to engage in local government, provide quality community services, and to follow Wyoming laws, a regular schedule for Town Council meetings is necessary.

Fiscal Impact.

There is no direct fiscal impact.

Staff Impact.

Staff estimates the time involved with all of the steps as follows:

Staff Impact of Resolution Portion of Regular Meeting Schedule Review		
Task	Departments	Estimated Hours
Research of Initial Issue	Administration	2
Staff Report Prep & Review for July 17	Administration, Legal	5
Staff Report Prep, Reso Prep & Review for August 7 1st Rdg of Ordinances and Presentation of Draft Reso	Administration, Legal	1.5
Printing, Executing, Archiving & Posting Adopted Resolution	Town Clerk	1.5
		10

Attachments or Links.

Resolution 23-18 Setting Forth the Updated Regular Meeting Schedule.

Suggested Motion.

I move to approve Resolution 23-18 setting forth the regular Town Council meeting schedule.

RESOLUTION 23-18
A RESOLUTION SETTING THE REGULAR MEETING SCHEDULE FOR THE TOWN COUNCIL FOR
THE TOWN OF JACKSON, WYOMING.

WHEREAS, pursuant to Wyoming Statute §16-4-404, in the absence of a statutory requirement, the Town Council may establish its regular meeting schedule by ordinance, resolution, bylaw or rule; and

WHEREAS, on July 17, 2023, the Town Council directed staff to present a resolution setting forth the regular schedule for Council meetings; and

WHEREAS, The Town Council, by adoption of this resolution establishes the regular meeting schedule; and

WHEREAS, this regular meeting schedule may be amended from time to time by resolution; and

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, that the regular meetings of the Town Council shall be held as follows and in accordance with Wyoming State Statute.

- A. At 6:00 p.m. on the first and third Mondays of each month of the year, unless such day is a legal holiday, in which case the meeting shall be held at 6:00 p.m. on the second and/or fourth Monday of that month. The meeting shall be held in the Town Hall Council Chambers of the Town of Jackson, Wyoming.
- B. At 1:30 p.m. on the third Monday of each month of the year, unless such day is a legal holiday, in which case the meeting shall be held at 1:30 p.m. on the fourth Monday of that month. The meeting shall be held in the Town Hall Council Chambers of the Town of Jackson, Wyoming.
- C. At 1:30 p.m. on the first Monday of each month of the year in conjunction with the Board of County Commissioners of Teton County Wyoming, unless such day is a legal holiday, in which case the meeting shall be held at 1:30 p.m. on the second Monday of that month. The meeting shall be held in the Town Hall Council Chambers of the Town of Jackson, Wyoming during the months of January through June and in the County Commission Chambers of the Teton County Administration Building in Jackson, Wyoming during the months of July through December.
- D. At 9:00 a.m. on each Tuesday in April and May of the year, excepting the first Tuesday in April. The meeting shall be held in the Town Hall Council Chambers of the Town of Jackson, Wyoming.

PASSED, APPROVED, AND ADOPTED this ____ day of ____ 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

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 21 DAY OF AUGUST, 2023.
PASSED AND APPROVED THE ____ DAY OF ____ 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

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 21 DAY OF AUGUST , 2023.

PASSED 2ND READING THE _____ DAY OF _____, 2023.

PASSED, APPROVED, AND ADOPTED THE _____ DAY OF _____, 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

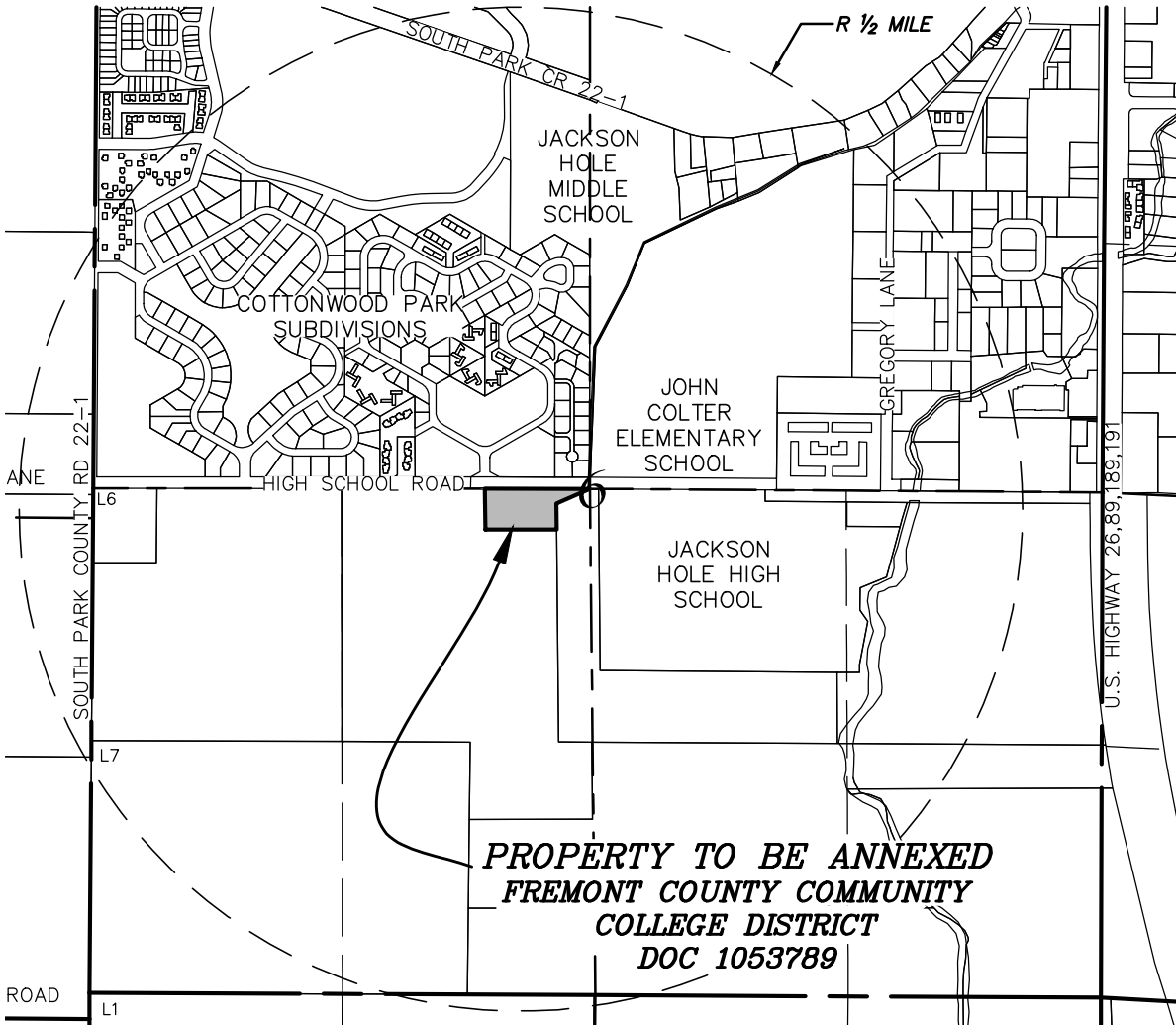
Riley Taylor, Town Clerk

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:	September 11, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Community Development	Presenter:	Tyler Valentine
Agenda Item:	Zoning Map Amendment for Karns Meadow - First Reading of Ordinance W (P23-079).	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to consider at First Reading Ordinance W, which changes the zoning of the seven tracts of land making up Karns Meadow and amends the Town of Jackson Official Zoning Map.

Requested Action.

Staff requests Council consider Ordinance W to amend the Official Zoning Map for Karns Meadow, which consists of six tracts of land owned by the Town of Jackson (Tracts 1-6), and one tract owned by Jackson Hole Land Trust (Tract 8). Below is a summary of the zoning change for each tract of land:

- **Tract 1** – From Neighborhood Low Density-1 to Park & Open Space
- **Tract 2** – From Neighborhood Low Density-1 to Park & Open Space
- **Tract 3** – From Neighborhood Low Density-1 to Park & Open Space
- **Tract 4** – From Neighborhood Low Density-1 to split zoning consisting of Park & Open Space and Neighborhood Low Density-3 (24,000-sf portion of land adjacent to Flat Creek Drive)
- **Tract 5** – From Neighborhood Low Density-1 to Public/Semi-Public
- **Tract 6** – From Neighborhood Low Density-1 to Park & Open Space
- **Tract 8** – From Neighborhood Low Density-1 to Park & Open Space

Recommendations.

The Community Development Director recommends **approval** of Ordinance W as presented in the attachment to this staff report.

Background.

At the July 17, 2023, Town Council regular meeting, Town Council approved a Zoning Map Amendment for Karns Meadow (P23-079) and directed staff to prepare an ordinance to effectuate the amendment.

Analysis & Key Policy Questions.

Currently, all Karns Meadow tracts are zoned Neighborhood Low Density-1, which is inconsistent with the intended future uses as a public park and as allowed in the conservation easement held by the Jackson Hole Land Trust. For this reason, on July 17, 2023, the Council approved rezoning Tracks 1 - 6, and 8 as presented in this staff report to allow the uses that will be anticipated in the forthcoming Karns Meadow Master Plan. Prior to a change in the official zoning map becoming official, three ordinance readings are required.

A key issue for this application is whether the proposed rezoning to the P zone, P/SP zone, and NL-3 zone will allow for the intended future uses of the site. The Town Council discussed this key issue at the July 17, 2023, Council meeting and found that the proposed zones were appropriate and would align with the desired future uses of the site.

Possible Alternatives.

Staff provides the following alternatives for Town Council:

1. Approve Ordinance W with changes.
2. Not approve Ordinance W.
3. Other.

Comprehensive Plan & Priority Alignment

Below are the factors that the Council considered at its regular meeting on July 17, 2023, and its conclusion for each.

Zoning Map Amendment (P23-079): Pursuant to Section 8.7.3.C the advisability of amending the Official Zoning Map is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed zoning map amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

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

Complies. Staff finds that the proposed request to be consistent with the purpose and intent of the LDRs.

The purpose of the P zone (LDR Section 4.2.2) is “to designate land which is owned by the Town, County, State or Federal agencies, or special districts, and whose primary purpose is to provide public recreational opportunities for residents, tourists, and visitors. The P zone provides for active recreational facilities or open space opportunities in these areas.” As such, the Town of Jackson qualifies as a legitimate P landowner and intends to later use the P-zoned tracts for passive recreational use and open space for the public (i.e., pathway and picnic shelter) in line with the conservation easements.

The purpose of the P/SP zone (LDR Section 4.2.1) is “to provide locations for new and existing uses and facilities of a public or semi-public nature.” In addition, it is intended to be under the control of “federal, state, or local governments, or other governmental entities such as a school district or hospital district.” As such, the Town of Jackson qualifies as a legitimate P/SP landowner that intends to later use the P/SP-zoned tract for public facilities (i.e., parking lot) to serve and support the nonmotorized pathway and picnic shelter.

Finally, the purpose of the NL-3 is “to allow the development of single-family detached homes with up to one Accessory Residential Unit (ARU) in a way that is consistent with the existing neighborhood character. This zone is intended for Stable neighborhoods where increased residential density is not intended.” Since Karns Meadow is a Stable area and not intended for increased density, staff finds that NL-3 is appropriate because 1) it maintains the same density as the current NL-1 zone (1 primary unit + 1 ARU), 2) it is consistent with the allowed uses in the conservation easement and in the purchase and sale agreement, and 3) it has a smaller minimum lot size of 7,500 sf which would allow 3 residential lots to be created within the 24,000 sf area designated to the Town for housing.

2. Improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan;

N/A. Per a recent Wyoming Supreme Court case, this finding is not applicable until further notice.

3. *Is necessary to address changing conditions or public necessity;*

Complies. The rezone is intended to facilitate the development of certain improvements within Karns Meadow that are consistent with the conservation easements and consistent with the Town Council's direction at the October 17, 2022, meeting. The P, P/SP, and NL-3 zones are the appropriate zones to facilitate the desired future uses in each tract.

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

Complies. Staff finds that the proposed request is consistent with all other Town Ordinances.

Fiscal Impact.

Staff is not aware of any current fiscal impacts with a Zoning Map Amendment. However, the zoning change will allow a future Conditional Use Permit for a public park which will analyze fiscal impacts regarding improvements and long-term maintenance of the park.

Staff Impact.

The time spent preparing this staff report and Ordinance was approximately 5-6 hours.

Attachments or Links.

Ordinance W

SUGGESTED MOTION

I move to approve Ordinance W on first reading.

ORDINANCE W

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART) AND 1197 (PART); SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND AMENDING THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE CURRENT ZONING DESIGNATION OF 42 ACRES OF LAND: TRACT 1 FROM NEIGHBORHOOD LOW DENSITY-1 TO PARK & OPEN SPACE; TRACT 2 FROM NEIGHBORHOOD LOW DENSITY-1 TO PARK & OPEN SPACE; TRACT 3 FROM NEIGHBORHOOD LOW DENSITY-1 TO PARK & OPEN SPACE; TRACT 4 FROM NEIGHBORHOOD LOW DENSITY-1 TO PARK & OPEN SPACE AND NEIGHBORHOOD LOW DENSITY-3; TRACT 5 FROM NEIGHBORHOOD LOW DENSITY-1 TO PUBLIC/SEMI-PUBLIC; TRACT 6 FROM NEIGHBORHOOD LOW DENSITY-1 TO PARK & OPEN SPACE; TRACT 8 FROM NEIGHBORHOOD LOW DENSITY-1 TO PARK & OPEN SPACE; AND ESTABLISHING AN EFFECTIVE DATE.

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. 1074 (part) and 1197 (part); Section 2 of Town of Jackson Ordinance 1074 (part) and the Official Zoning District Map of the Town of Jackson are hereby amended to change the zoning classification of 42 acres of land: Tract 1 from Neighborhood Low Density-1 to Park & Open Space; Tract 2 from Neighborhood Low Density-1 to Park & Open Space; Tract 3 from Neighborhood Low Density-1 to Park & Open Space; Tract 4 from Neighborhood Low Density-1 to Park & Open Space and Neighborhood Low Density-3; Tract 5 from Neighborhood Low Density-1 to Public/Semi-Public; Tract 6 from Neighborhood Low Density-1 to Park & Open Space; Tract 8 from Neighborhood Low Density-1 to Park & Open Space, to wit:

TRACT 1 - PT. SE1/4NW1/4 & PT. NE1/4SW1/4 Section 33, Township 41, Range 116 KARNs MEADOW TRACT 1 (T-46D)
PIDN: 22-41-16-33-2-00-026

TRACT 2 - PT. W1/2NE1/4 & PT. SE1/4NW1/4 Section 33, Township 41, Range 116 KARNs MEADOW TRACT 2 (T-46D)
PIDN: 22-41-16-33-1-00-033

TRACT 3 - PT. SW1/4NE1/4, PT. SE1/ENW1/4 & PT. NE1/4SW1/4 Section 33, Township 41, Range 116 KARNs MEADOW TRACT 3 (T-46D)
PIDN: 22-41-16-33-1-00-034

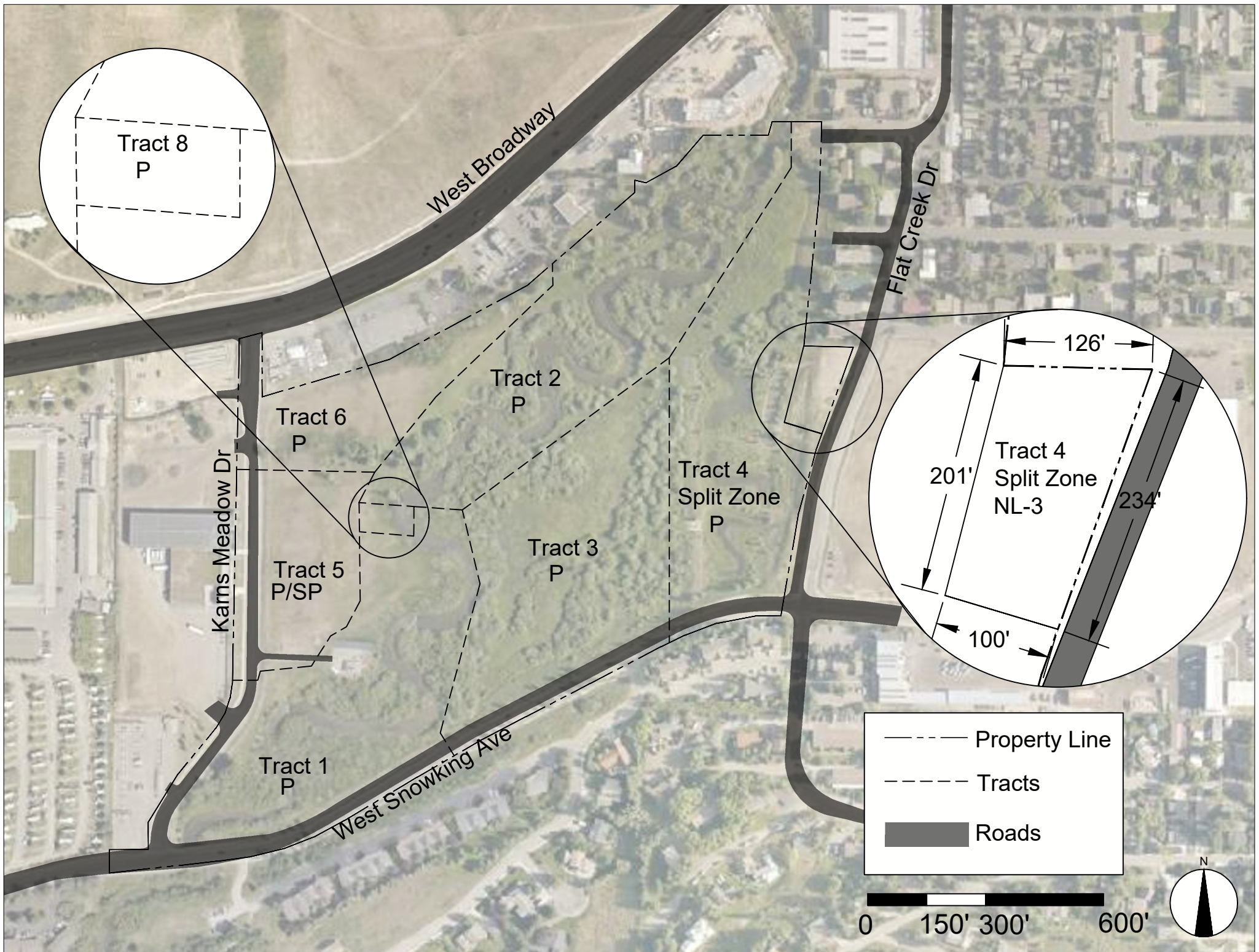
TRACT 4 - PT. W1/2NE1/4 Section 33, Township 41, Range 116 KARNs MEADOW TRACT 4 (T-46D)
PIDN: 22-41-16-33-1-00-035

TRACT 5 - PT. SE1/ENW1/4 Section 33, Township 41, Range 116 KARNs MEADOW TRACT 5 (T-46D)
PIDN: 22-41-16-33-2-00-028

TRACT 6 - PT SE1/4NW1/4, Section 33, Township 41, Range 116
PIDN: 22-41-16-33-2-00-031

TRACT 8 - PT. SE1/4NW1/4 Section 33, Township 41, Range 116
PIDN: 22-41-16-33-2-00-027

(Ord. ____ § 1, 2023; Ord. 1197 (part) § 1, 2018; Ord. 1074 (part) § 2, 2014; Ord. 1074 (part) § 1, 2014.)



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 _____ DAY OF _____, 2023.

PASSED 2ND READING THE _____ DAY OF _____, 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

STAFF REPORT



Meeting Date:	September 11, 2023	Meeting Title:	Special Town Council Meeting
Submitting Department:	Community Development Department	Presenter:	Katelyn Page
Agenda Item:	P23-016: First Reading Ordinance X updating Required Bicycle Parking	Public Comment:	Yes

Purpose & Policy Considerations.

To approve at First Reading Ordinance X to update the Town of Jackson's Land Development Regulations (LDRs), specifically required bicycle parking standards.

Requested Action.

Request to approve at First Reading Ordinance X which would modify the Town of Jackson's standards relating to bicycle parking. Ordinance X would modify the following sections of the LDRs:

1. LDR Section 6.2.2.A – Required Parking
2. LDR Section 6.2.2.B – Shared Parking
3. LDR Section 6.2.2.D – Required Bicycle Parking
4. LDR Section 6.2.3 – Location of Required Parking
5. LDR Section 6.2.4 – Maintenance of Off-Street Parking and Loading
6. LDR Section 6.2.5 – Off-Street Parking and Loading Design Standards
7. LDR Section 8.8.2.B – Applicability (Administrative Adjustment)

Recommendation.

The Community Development Director recommends Council approve at first reading proposed Ordinance X as presented in this staff report.

Background.

At the July 17, 2023, Regular Council meeting, staff presented to Council a proposed LDR text amendment from the Pathways Department to required bicycle parking. Council directed staff to draft an ordinance for first reading at the next available opportunity. Staff now presents Ordinance X for Council review.

Additionally, staff was asked to prepare examples of how Ordinance X would impact required bicycle parking on some recent projects. Two examples, Jackson Street Apartments and Millward Street Apartments are compared in the table on the following page.

Two changes have been proposed to Ordinance X following staff presentation to Council at the July 17, 2023, regular meeting. The first change was suggested by the Pathways Director to better recognize short-term parking needs of multi-unit residential or mixed use structures. Staff supports a change from a 100% long term to a 75% long-term / 25% short-term bicycle parking space requirement where residential uses of 3 or more units per lot.

The second change removed a reference to daycare to clarify that bicycle parking requirements do not apply to daycare uses. Staff also supports this change.

Project Examples – Required Bicycle Parking				
Project	Scope	Previous On-site Space Requirement	Proposed On-site Space Requirement (as of 7/17 Council Mtg)	Proposed On-site Space Requirement (as of 9/11 Council Mtg)
Jackson Street Apartments	Apartments • 57 residential units • 113 total bedrooms	Required: NA Provided: • 98 short-term • 57 storage lockers	113 long-term*	85 long-term* 28 short-term 113 spaces total
Millward Street Apartments	Mixed use structure • 37 residential units • 11 short-term rental units • 1,984sf Office • 2,256sf Retail • 62 total bedrooms	Required: 3 spaces Provided: • 18 short-term spaces • 32 storage lockers	56 long-term* 10 short-term 66 spaces total	44 long-term* 22 short-term 66 spaces total

*A minimum of 25% of the required long-term bicycle parking spaces must accommodate larger and alternative bicycles.

For the above examples it is important to note that residential storage lockers may be used as long-term bicycle parking spaces, however, may not always accommodate “larger and alternative bicycles” if the storage lockers are not conveniently accessed. For example, basement storage accessed only by stairway could not accommodate a typical e-bike.

Analysis & Key Policy Questions.

Staff offers the same key policy questions for consideration as those reviewed at the July 17, 2023, Regular Council meeting.

The first key policy question is whether Council concurs with the amount of bicycle parking required by use as proposed in Ordinance X attached hereto.

The second key policy question is whether Council supports a reduction of required vehicle spaces in exchange for bicycle parking spaces and for converting existing vehicle parking spaces to bicycle spaces. Such reductions to, or converting of, vehicle parking spaces would require approval by the Planning Director.

Subsequent questions for consideration are whether the proposed amendment strikes the right balance between improving bicycle facilities for the community with the increased costs to developers (e.g., long-term bicycle storage), especially for providers of affordable housing in the community and whether the proposed amendment appropriately requires bicycle parking on both public and private properties.

The text amendment changes will effectively set higher standards for bicycle parking facilities in most new development and increase the availability and occurrence of bicycle parking infrastructure. The text amendment aligns with the goals of the following Comprehensive Plan policies and principles:

Policy 2.3.a (Meet future transportation demand through the use of alternative modes)

Policy 2.1.c (Create a safe, efficient, interconnected multimodal transportation network)

Principle 7.1 (Meet future transportation demand with walk, bike, carpool, transit, and micromobility infrastructure)

Policy 7.1.c (Interconnect all modes of transportation)

As a result of its review of the proposed text amendment changes to required bicycle parking, staff expanded the proposed text amendment changes to add the word “vehicle” in a few instances throughout the broader LDR Section 6.2.2 (Required Parking and Loading) to better differentiate between vehicle and bicycle parking. Those proposed changes are also included in Ordinance X attached hereto.

Public Comment.

No public comment has been received by staff at the time of this report.

Possible Alternatives.

Staff does not have any alternatives to the proposed amendment because staff already has incorporated our comments and recommendations into the proposed amendment. The Council is free to make additional changes to the amendment as it deems reasonable.

Comprehensive Plan & Priority Alignment.

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

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

Complies. The purposes of the LDRs per Division 1.3 are generally to implement the Comprehensive Plan and to promote the health, safety, and general welfare of the present and future inhabitants of the community. Staff finds the proposed amendment is supportive of our community’s comprehensive plan goals and is consistent with the purpose and organization of the LDRs.

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

Complies. The amendment proposes more detailed, use-specific standards for bicycle parking consistent with provisions of the broader Required Parking and Loading Standards (Section 6.2.2), including vehicle and disability parking requirements. Additionally, the amendment clarifies requirements for vehicles versus bicycle parking.

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

Complies. The amendment defines a minimum standard for bicycle parking while offering flexibility for alternative compliance if, when strictly applied, the proposed standard results in specific constraints or unforeseen circumstances.

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

Complies. The amendment proposes more detailed, use specific standards for bicycle parking aimed at increasing the availability and occurrence of bicycle parking infrastructure. This infrastructure is supportive of a broader network of bicycle infrastructure, including paths and multi-modal facilities, which foster alternative modes of transportation for visitors and residents.

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

Not Applicable. Per Wyoming State statute.

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

Complies. As conditioned, the proposed amendment does not conflict with any other Town Ordinances.

Fiscal Impact.

None identified at this time.

Staff Impact.

The amount of Staff time to review this proposed text amendment, including research, and drafting of staff reports and ordinance is approximately 35 hours.

Attachments or Links.

Ordinance X

Redline Text Changes

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

I move to approve Ordinance X on first reading.

ORDINANCE X

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1074, 1198, 1273, 1313, 1339 AND SECTIONS 6.2.2 THROUGH 6.2.5 AND 8.8.2.B OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING MINIMUM REQUIRED BICYCLE PARKING REQUIREMENTS.

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. 1074, 1198 1313, and 1339 and Sections 6.2.2 through 6.2.5 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

6.2.2. Required Parking and Loading.

- A. **Required Vehicle Parking.** The table below establishes the minimum required parking spaces that shall be provided for each use in these LDRs, unless otherwise specified in Subsection C.2 of a specific zone. Where a minimum requirement is not listed in the table it shall be determined by the Planning Director upon finding the proposed use has need for parking. Calculations that reference floor area shall be based on the gross floor area. Calculations that reference employees shall be based on the maximum number of employees normally on duty at any one time.

...

1. **Administrative Adjustment.** The Planning Director may establish a lesser vehicle parking requirement pursuant to the procedure of Section 8.8.2 based on information from reliable sources that demonstrates a lesser standard is workable due to anticipated parking demand and alternative transportation services available.
2. **Change of Use.** An applicant for a change of use shall only be required to additionally provide the difference between the parking requirement of the existing use and proposed use, regardless of the actual parking that exists.

- B. **Shared Vehicle Parking.** If two or more uses occupy a site or structure, the required parking, queuing and loading shall be the additive total for each individual use unless the Planning Director determines uses are compatible for sharing parking based on the following standards.

...

- D. **Required Bicycle Parking.** All new and expanded uses that generate off street parking shall provide parking for bicycles as set forth below unless otherwise exempt by this subsection.

1. **Requirement.** The table below establishes the minimum required bicycle parking spaces that shall be provided for each use. Calculations that reference floor area shall be based on the gross floor area.

Required Bicycle Parking			
Use	Standard	Short-term Parking	Long-term Parking
Open Spaces Uses			
Agriculture	n/a	n/a	n/a
Outdoor Recreation	Independent calculation	Independent calculation	Independent calculation
Residential Uses			
Fewer than 3 units per lot	n/a	n/a	n/a
3 or more units per lot	1 per bedroom	n/a	100%
Mobile Home	n/a	n/a	n/a
Group Home	Independent calculation	Independent calculation	Independent calculation

Required Bicycle Parking			
Use	Standard	Short-term Parking	Long-term Parking
Lodging Uses			
Conventional Lodging	1 per 10 guest rooms	75%	25%
Short-term Rental (applies within Lodging Overlay only)	1 per bedroom	50%	50%
Commercial Uses			
Office	1 per 1,500sf	50%	50%
Retail	1 per 1,000sf	90%	10%
Service	1 per 1,500sf	50%	50%
Restaurant/Bar	1 per 20 seats	Remainder	First 3 spaces
Heavy Retail/Service	4 per business	75%	25%
Mini-Storage Warehouse	2 per business	n/a	100%
Nursery	2 per business	n/a	100%
Amusement/Recreation			
Amusement	1 per 1,000sf	75%	25%
Developed Recreation	Independent calculation	Independent calculation	Independent calculation
Outfitter / Tour Operator	4 per business	25%	75%
Adult Entertainment Business	1 per 1,000sf	90%	10%
Institutional			
Assembly	1 per 2,000sf	75%	25%
Daycare / Education (does not apply to daycare use)	5 per classroom for elementary school and higher grades	75%	25%

Required Bicycle Parking			
Use	Standard	Short-term Parking	Long-term Parking
Industrial			
Light Industry	2 per business	100%	n/a
Heavy Industry	2 per business	100%	n/a
Disposal	2 per business	100%	n/a
Transportation / Infrastructure			
Parking	20% of vehicle spaces provided	75%	25%
All other Transportation / Infrastructure	n/a	n/a	n/a
Accessory Uses			
Accessory Residential Unit (where residential unit density is 3 or more units per lot)	1 per unit	n/a	100%
Bed and Breakfast	1 per 2 guest rooms	100%	n/a
All other Accessory Uses	n/a	n/a	n/a
Temporary Uses	n/a	n/a	n/a

2. Standards and Installation Guidelines.

a. Short-term parking

- i. Shall be designed for parking of two hours or less and is targeted to visitors, customers, and other short-term users.
- ii. Shall be located in a visible, publicly accessible space within 50' of a pedestrian entrance to the uses served by the required bicycle parking.
- iii. Shall be provided on-site or within the adjacent public right of way (e.g., furnishing zone) with Town approval.
- iv. Shall be designed to allow for two points of contact between the bicycle and the rack, one of which includes the frame, and must be designed so that the bicycle frame and one wheel can be locked to a secure portion of the rack with a U-lock, with both wheels left on the bicycle. Wave, ribbon, loop, and other serpentine-style racks are not permitted.
- v. A minimum of 25% of the required short-term parking must accommodate larger and alternative bicycles, including cargo bicycles / bicycles with trailers, tricycles, hand cycles, tandems, and electric motor assisted bicycles.

- vi. The required dimensions and installation standards are established and set forth in Resolution _____, Jackson Utility Standards, which resolution may be updated from time to time.

b. Long-term parking

- i. Shall be designed for parking of two hours or more and is targeted towards those who will be leaving their bicycles unattended for long periods of time.
- ii. Shall be provided on the same property as the building or use for which such spaces are required.
- iii. Shall be secure, conveniently accessed from a pedestrian entrance, well-lit, and covered to protect bicycles from precipitation and theft.
- iv. Acceptable forms of long-term parking include a secure, monitored location, a locked enclosure, or dedicated space within a building.
- v. Clustered inverted-U racks, wall racks, or individual bike lockers are acceptable.
- vi. A minimum of 25% of the required long-term bicycle parking spaces must accommodate larger and alternative bicycles, including cargo bicycles / bicycles with trailers, tricycles, hand cycles, tandems, and electric motor assisted bicycles.

3. **Alternative Compliance.**

- a. The Planning Director may approve alternative compliance from the provisions of this article per Section 8.8.2 to reduce or modify the number, type, or location of the required bicycle parking, based on unique requirements of a use. Considerations include but are not limited to the following:
 - i. Physical site planning constraints.
 - ii. Proximity to existing bicycle parking.
 - iii. Provision of enhanced bicycle facilities provided within the project.
 - iv. Inclusion of the site within a larger development for which adequate bicycle parking is already provided.
 - v. Unforeseen circumstances or land use changes.
- b. The Planning Director may approve replacing up to 10% of required off-street vehicle parking spaces with at least the same number of additional off-street long-term bicycle parking spaces.
- c. The Planning Director may approve converting existing vehicle parking to required bicycle parking.
- d. Per Section 5.5.4.A., the Planning Director may grant an exception to the required Landscape Surface Ratio to allow for the durable surface of the required bicycle parking on a particular site.

4. **Administrative Adjustment.** The Planning Director may establish a lesser parking requirement pursuant to the procedure of Sec. 8.8.2 based on information from reliable sources that demonstrates a lesser standard is workable due to anticipated parking demand and alternative transportation services available.

- E. **Required Loading.** A structure, or a complex of structures, which contains uses that require deliveries or shipments, shall provide loading facilities that are designed so as not to interfere with any

emergency or disability access. An application shall address how the specific loading needs of the proposed use are being addressed.

(Ord. _____, § I ____-____-2023; Ord. 1198, 7-18-2018; Ord. No. 1313, § I, 3-22-2022; Ord. No. 1339, § I, 1-17-2023)

6.2.3. Location of Required Vehicle Parking.

...

(Ord. _____, ____-____-2023; Ord. 1074, 1-1-2015)

6.2.4. Maintenance of Off-Street Vehicle Parking and Loading.

...

(Ord. _____, ____-____-2023; Ord. 1074, 1-1-2015)

6.2.5. Off-Street Vehicle Parking and Loading Design Standards.

...

(Ord. _____, ____-____-2023; Ord. 1074, 1-1-2015; Ord. No. 1313, § I, 3-22-2022)

SECTION II.

Section 1 of Town of Jackson Ordinance No. 1273 and Section 8.8.2.B of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

8.8.2. Administrative Adjustment.

...

- B. **Applicability.** An application may be made for administrative adjustment of the following standards of the LDRs.

...

11. Vehicle Parking requirement may be adjusted as allowed by subsection 6.2.2.A.1.
12. Bicycle parking requirement may be adjusted as allowed by 6.2.2.D.4.
13. Pedestrian frontage standards may be adjusted as allowed by subsection 2.2.1.C.
14. A third-story stepback may be reduced or waived to accommodate a building design that uses an historic preservation incentive provided in Section 5.9.6.

(Ord. _____, ____-____-2023; Ord. No. 1273, 2-1-2021)

SECTION III.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV.

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 V.

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2023.

PASSED 2ND READING THE ____ DAY OF _____, 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

6.2.2. Required Parking and Loading.

- A. **Required Vehicle Parking.** The table below establishes the minimum required parking spaces that shall be provided for each use in these LDRs, unless otherwise specified in Subsection C.2 of a specific zone. Where a minimum requirement is not listed in the table it shall be determined by the Planning Director upon finding the proposed use has need for parking. Calculations that reference floor area shall be based on the gross floor area. Calculations that reference employees shall be based on the maximum number of employees normally on duty at any one time.

Required Parking		
Use	Parking Spaces	Queuing Spaces
Open Space Uses		
Agriculture	n/a	
Outdoor recreation	independent calculation	
Residential Uses		
Detached Dwelling	2 per DU	
Attached Dwelling	2 per DU +0.5 per DU if ≥ 3 units served by lot	
Apartment	2 per DU +0.5 per DU if ≥ 3 units served by lot	
Mobile home	2 per DU	
Group home	0.5 per bed	
Lodging Uses		
Conventional lodging	0.75 per LU + 1 per 150 sf assembly area	
Short-term rental	2 per LU	
Campground	1 per campsite +1 per 7.5 campsites	
Commercial Uses		
Office	3.3 per 1,000 sf	
Retail	4.5 per 1,000 sf	
Service	3 per 1,000 sf	
Restaurant/Bar	1 per 55 sf dining area + 1 per 30 sf bar area	
Heavy retail/Service	2 per 1,000 sf + 3 per repair bay + 1 per wash bay	2 per wash bay
Mini-storage warehouse	1 per 10 storage units + 1 per employee	
Nursery	2 per 1,000 sf + 1 per 4,000 sf outdoor display area + 1 per employee	
Amusement/Recreation Uses		
Amusement	1 per 30 sf seating area or independent calculation	
Developed recreation	4.5 per 1,000 sf	
Outfitter/Tour operator	independent calculation	
Adult Entertainment Business	1 per 30 sf seating area or independent calculation	
Institutional Uses		
Assembly	independent calculation	
Daycare/Education	independent calculation	
Industrial Uses		
Light industry	1 per 1,000 sf + 1 per company vehicle	
Heavy industry	2 per 1,000 sf + 1 per company vehicle	
Disposal	1 per employee	

Infrastructure Uses		
Parking	n/a	
Utility facility	1 per employee + 1 per stored vehicle	
Wireless communication facility	1 per employee + 1 per stored vehicle	
Heliport	7 per daily aircraft movement	
Accessory Uses		
Accessory residential unit	1.25 per DU	
Bed and breakfast	0.75 per LU	
Home occupation	n/a	
Home business	1 per employee	
Home daycare	1 per employee	1 off-street for pick-up
Home daycare center	1 per employee	2 off-street for pick-up
Drive-in facility	n/a	3 per service lane
Temporary Uses		
Christmas tree sales	1 per 1,000 sf outdoor display area + 1 per employee	
Real estate sales office	3.3 per 1,000 sf	
Temporary shelter	2 per DU	
Farm stand	5 per 1,000 sf display area	
Temporary gravel extraction	1 per employee	

1. **Administrative Adjustment.** The Planning Director may establish a lesser **vehicle** parking requirement pursuant to the procedure of Section 8.8.2 based on information from reliable sources that demonstrates a lesser standard is workable due to anticipated parking demand and alternative transportation services available.
 2. **Change of Use.** An applicant for a change of use shall only be required to additionally provide the difference between the parking requirement of the existing use and proposed use, regardless of the actual parking that exists.
- B. **Shared **Vehicle** Parking.** If two or more uses occupy a site or structure, the required parking, queuing and loading shall be the additive total for each individual use unless the Planning Director determines uses are compatible for sharing parking based on the following standards.
1. **Residential and Nonresidential Uses.** A percentage of the parking spaces required for nonresidential uses may be considered shared with on-site residential uses in accordance with the table below, and the extent to which:
 - a. The residential use provides on-site affordable workforce housing; and
 - b. The location and design of the development enhances the shared parking function.

Percentage of Nonresidential Parking Spaces that May Be Shared		
Nonresidential Use	Affordable Workforce Housing or ARU	Other Residential Use
Retail	100%	25%
Office	100%	75%
Restaurant/Bar	100%	20%
Service	100%	25%
All Industrial Uses	100%	75%
Other nonresidential uses	100%	20%

2. **Other Compatible Uses.** Notwithstanding the standard percentages established in the table above, reductions in total parking requirements between and among any uses may be granted in one or more of the following circumstances:
 - a. When it is intended that patrons frequent more than one use in a single trip (example: lodging and restaurant)
 - b. When operating hours are substantially different (example: movie theater and office)
 - c. When peak trip generation characteristics are substantially different (example: lodging and retail)
- C. **Required Disability Parking.** All nonresidential uses and residential uses served by a parking lot shall provide parking spaces in the parking lot for use by motor vehicles which transport disabled persons in accordance with the following standards.
 1. **Requirement.** The required number of disability parking spaces is set forth in the table below. In addition, one disability space shall also be provided for each dwelling unit that is designed for occupancy by the physically disabled.

Required Disability Parking Spaces	
Parking Spaces Provided	Disability Spaces Required
1—25	1
26—50	2
51—75	3
76—100	4
101—150	5
151—200	6
>200	6 + 1 per 100 parking spaces provided

2. **Counts Toward Required Parking.** Those parking spaces required for the disabled by this Subsection shall count toward fulfilling the total parking requirement of this division.
3. **Location.** Parking spaces provided for use by disabled persons shall be located on-site, off-street, and as close as possible to an entrance which allows such persons to enter and leave the parking area and building without assistance.
4. **Dimensions.** Parking spaces provided for use by disabled persons shall be a minimum of eight feet wide by 20 feet long with an adjacent parallel access aisle five feet wide. The adjacent parallel access aisle may be shared by two disability parking spaces. One in every eight 8 disability spaces shall have an access aisle which is a minimum of eight feet wide (rather than five feet) and shall be signed "Van Accessible."

-
5. **Posted and Marked.** Disability parking spaces shall be posted and marked with both a ground-mounted sign and pavement marking which includes the international symbol for barrier-free environments and a statement informing the public that the parking space is reserved for use by disabled persons.

- D. **Required Bicycle Parking.** ~~All nonresidential uses shall provide on-site parking spaces for use by non-motorized vehicles.~~ **All new and expanded uses that generate off street parking shall provide parking for bicycles as set forth below unless otherwise exempt by this subsection.**

- ~~1. **Standard.** One bicycle parking space shall be provided for every ten vehicle spaces required.~~
- ~~2. **Required Facilities.** Bicycle parking requirements shall be fulfilled through the installation of lockers, racks, or equivalent structures in or upon which a bicycle may be locked by the user. All racks shall be securely anchored to the ground or building surface. Racks shall be designed to accommodate U-shaped locks.~~
- ~~3. **Location.** Bicycle parking shall be located in a clearly designated, safe and convenient location. A safe parking location is defined as a location whereby activity around bicycle parking is easily observable, conveniently located to the bicyclist's destination, and adequately separated from motor vehicles and pedestrians. Surfaces around bicycle parking facilities shall be maintained, mud, and dust free.~~

1. Requirement. The table below establishes the minimum required bicycle parking spaces that shall be provided for each use. Calculations that reference floor area shall be based on the gross floor area.

Required Bicycle Parking			
Use	Standard	Short-term Parking	Long-term Parking
Open Spaces Uses			
Agriculture	n/a	n/a	n/a
Outdoor Recreation	Independent calculation	Independent calculation	Independent calculation
Residential Uses			
Fewer than 3 units per lot	n/a	n/a	n/a
3 or more units per lot	1 per bedroom	25%	75%
Mobile Home	n/a	n/a	n/a
Group Home	Independent calculation	Independent calculation	Independent calculation

Required Bicycle Parking			
Use	Standard	Short-term Parking	Long-term Parking
Lodging Uses			
Conventional Lodging	1 per 10 guest rooms	75%	25%
Short-term Rental (applies within Lodging Overlay only)	1 per bedroom	50%	50%
Commercial Uses			
Office	1 per 1,500sf	50%	50%
Retail	1 per 1,000sf	90%	10%
Service	1 per 1,500sf	50%	50%
Restaurant/Bar	1 per 20 seats	Remainder	First 3 spaces
Heavy Retail/Service	4 per business	75%	25%
Mini-Storage Warehouse	2 per business	n/a	100%
Nursery	2 per business	n/a	100%
Amusement/Recreation			
Amusement	1 per 1,000sf	75%	25%
Developed Recreation	Independent calculation	Independent calculation	Independent calculation
Outfitter / Tour Operator	4 per business	25%	75%
Adult Entertainment Business	1 per 1,000sf	90%	10%
Institutional			
Assembly	1 per 2,000sf	75%	25%
Education (does not apply to daycare use)	5 per classroom for elementary school and higher grades	75%	25%

Required Bicycle Parking			
Use	Standard	Short-term Parking	Long-term Parking
Industrial			
Light Industry	2 per business	100%	n/a
Heavy Industry	2 per business	100%	n/a
Disposal	2 per business	100%	n/a
Transportation / Infrastructure			
Parking	20% of vehicle spaces provided	75%	25%
All other Transportation / Infrastructure	n/a	n/a	n/a
Accessory Uses			
Accessory Residential Unit (where residential unit density is 3 or more units per lot)	1 per unit	n/a	100%
Bed and Breakfast	1 per 2 guest rooms	100%	n/a
All other Accessory Uses	n/a	n/a	n/a
Temporary Uses	n/a	n/a	n/a

2. Standards and Installation Guidelines.

a. Short-term parking

- i. Shall be designed for parking of two hours or less and is targeted to visitors, customers, and other short-term users.
- ii. Shall be located in a visible, publicly accessible space within 50' of a pedestrian entrance to the uses served by the required bicycle parking.
- iii. Shall be provided on-site or within the adjacent public right of way (e.g., furnishing zone) with Town approval.
- iv. Shall be designed to allow for two points of contact between the bicycle and the rack, one of which includes the frame, and must be designed so that the bicycle frame and one wheel can be locked to a secure portion of the rack with a U-lock, with both wheels left on the bicycle. Wave, ribbon, loop, and other serpentine-style racks are not permitted.
- v. A minimum of 25% of the required short-term parking must accommodate larger and alternative bicycles, including cargo bicycles / bicycles with trailers, tricycles, hand cycles, tandems, and electric motor assisted bicycles.

-
- vi. The required dimensions and installation standards are established and set forth in Resolution_____, Jackson Utility Standards, which resolution may be updated from time to time.
 - b. Long-term parking
 - i. Shall be designed for parking of two hours or more and is targeted towards those who will be leaving their bicycles unattended for long periods of time.
 - ii. Shall be provided on the same property as the building or use for which such spaces are required.
 - iii. Shall be secure, conveniently accessed from a pedestrian entrance, well-lit, and covered to protect bicycles from precipitation and theft.
 - iv. Acceptable forms of long-term parking include a secure, monitored location, a locked enclosure, or dedicated space within a building.
 - v. Clustered inverted-U racks, wall racks, or individual bike lockers are acceptable.
 - vi. A minimum of 25% of the required long-term bicycle parking spaces must accommodate larger and alternative bicycles, including cargo bicycles / bicycles with trailers, tricycles, hand cycles, tandems, and electric motor assisted bicycles.
 - 3. **Alternative Compliance.**
 - a. The Planning Director may approve alternative compliance from the provisions of this article per Section 8.8.2 to reduce or modify the number, type, or location of the required bicycle parking, based on unique requirements of a use. Considerations include but are not limited to the following:
 - i. Physical site planning constraints.
 - ii. Proximity to existing bicycle parking.
 - iii. Provision of enhanced bicycle facilities provided within the project.
 - iv. Inclusion of the site within a larger development for which adequate bicycle parking is already provided.
 - v. Unforeseen circumstances or land use changes.
 - b. The Planning Director may approve replacing up to 10% of required off-street vehicle parking spaces with at least the same number of additional off-street long-term bicycle parking spaces.
 - c. The Planning Director may approve converting existing vehicle parking to required bicycle parking.
 - d. Per Section 5.5.4.A., the Planning Director may grant an exception to the required Landscape Surface Ratio to allow for the durable surface of the required bicycle parking on a particular site.
 - 4. **Administrative Adjustment.** The Planning Director may establish a lesser parking requirement pursuant to the procedure of Sec. 8.8.2 based on information from reliable sources that demonstrates a lesser standard is workable due to anticipated parking demand and alternative transportation services available.
 - E. **Required Loading.** A structure, or a complex of structures, which contains uses that require deliveries or shipments, shall provide loading facilities that are designed so as not to interfere with any emergency or disability access. An application shall address how the specific loading needs of the proposed use are being addressed.

(Ord. 1198, 7-18-2018; Ord. No. 1313, § I, 3-22-2022)

(Republication)

6.2.3. Location of Required **Vehicle** Parking.

- A. **On-site, Off-street.** Unless a shared parking agreement is approved, all parking spaces, aisles, and turning areas shall be located off-street and entirely within the boundaries of the land served.
 - 1. **Residential Uses.** For all residential uses all off-street parking shall be located within 150 feet of the structure the parking is to serve.
- B. **Off-Site, Off-Street.** Required parking may be provided off-site with the approval of a shared parking agreement. The off-site parking shall be within 1,000 feet of the use it serves as measured along an established pedestrian route. A deed restriction may be required to ensure the off-site parking is permanent.
- C. **Parking Areas Shall Not Encroach.** All parking spaces, aisles, and turning areas shall not encroach on any road or other public right-of-way. No parked vehicle shall encroach into any road or public right-of-way.

(Ord. 1074, 1-1-2015)

6.2.4. Maintenance of Off-Street **Vehicle** Parking and Loading.

- A. **General.** All off-street parking and loading areas shall be maintained adequately for all weather use and be properly drained.
- B. **Storage Prohibited.** Off-street parking spaces shall be available for the parking of operable passenger automobiles of the residents, customers, patrons, and employees of the use for which they are required by this division. The storage of inoperable vehicles or materials, or the parking of delivery trucks in such spaces shall be prohibited.
- C. **Display of Vehicles for Sale.** Vehicles shall not be displayed for sale in nonresidential parking areas except licensed bona-fide automobile dealerships, and excepting casual display by vehicle owners who are employees or patrons present on the premises at the times of such display.
- D. **Repair Work Prohibited.** No repair work that renders the vehicle inoperable for more than 24 hours shall be permitted on off-street parking or loading facilities.
- E. **Snow Storage Prohibited.** The storage of plowed snow for more than 48 hours is prohibited in required off-street parking and loading areas.

(Ord. 1074, 1-1-2015)

6.2.5. Off-Street **Vehicle** Parking and Loading Design Standards.

All off-street parking and loading facilities shall meet the following design standards:

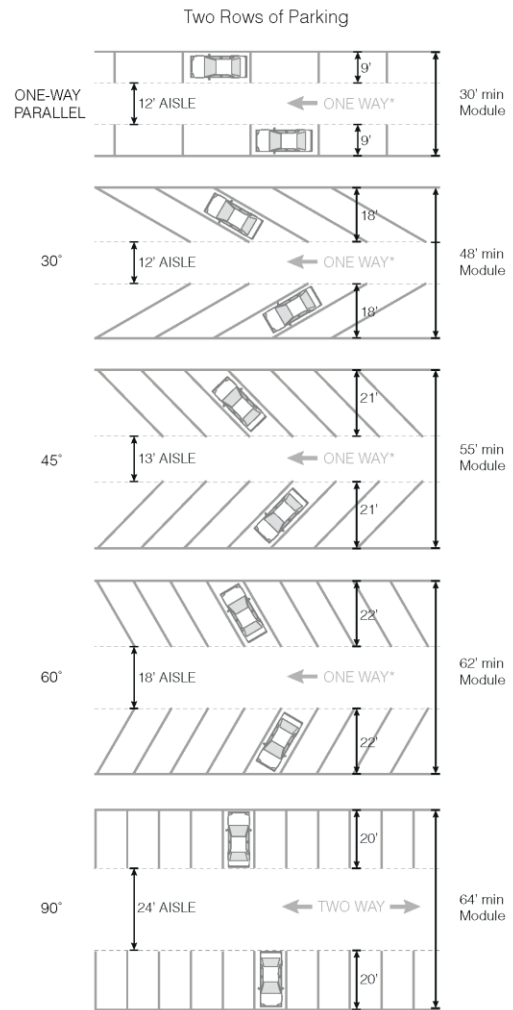
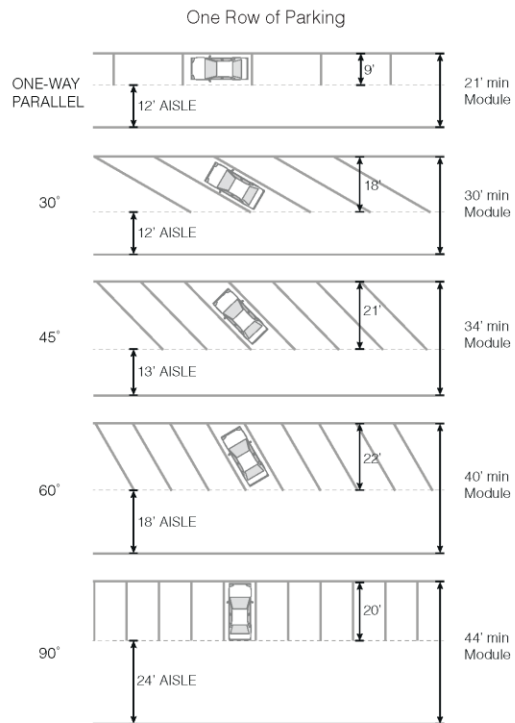
- A. **Surface and Drainage.**
 - 1. **Paving Required.** Outdoor, off-street parking and loading areas, aisles and access drives shall be paved, except parking areas, aisles and access drives for detached dwellings which may be gravel.
 - 2. **Paving Standards.** Paved parking and loading areas, aisles and access drives shall be paved with concrete, grasscrete, paving blocks, asphalt, or another all weather surface.
 - 3. **Landscape Islands.** Parking lots shall include landscaped islands to avoid large expanses of asphalt and shall be screened from off-site, or their view substantially filtered by vegetation.

(Republication)

-
4. **Compaction and Drainage.** Parking and loading areas, aisles, and access drives shall be compacted and paved or surfaced in conformity with applicable specifications to provide a durable surface, shall be graded and drained so as to dispose of surface water runoff without damage to private or public land, roads, or alleys, and shall conform with any additional standards for drainage prescribed by these LDRs, or other applicable regulations and standards.
- B. **Access and Circulation Standards.**
1. **Unobstructed Access.** Each required parking space shall have unobstructed access from a road or alley, or from an aisle or drive connecting with a road or alley except for approved tandem parking.
 2. **Tandem Parking.** Tandem parking (one vehicle parking directly behind another) is not permitted, and shall not be credited toward meeting any parking requirement of this division except for residential uses not exceeding four units on one lot, provided that the tandem parking spaces are assigned to the same residential unit.
 3. **Backing onto Roads and Public Streets Prohibited.** Except for parking facilities serving lots for detached dwellings and parking facilities accommodating four vehicles or less, all off-street parking spaces shall open directly onto a parking aisle and be designed so that it will not be necessary for vehicles to back out into any road or public street.
 4. **Traffic Interference Prohibited.** All off-street parking and loading facilities shall be designed with access to a street or alley in one or more locations which cause the least interference with traffic movements.
 5. **Nonresidential Use Access Drive Width.** Access drives to nonresidential uses shall have a minimum width of 15 feet for drives posted as one-way, or 24 feet for two-lane and 36 feet for three-lane drives.
 6. **Access Drive Intersections.** Intersections of parking lot aisles shall be at least 40 feet from a curb cut.
- C. **Snow Storage Standards.** All parking and loading areas shall comply with the following snow storage standards.
1. **General.** Adequate on-site snow storage areas shall be developed to accommodate snow removed from off-street parking and loading areas or the removal of snow from elsewhere on the site.
 2. **On-Site Snow Storage Standards for Parking and Loading Area.** If an off-site snow repository is not used, adequate on-site snow storage shall be provided using the following standards:
 - a. A minimum site area representing two and one-half percent of the total required off-street parking and loading area, inclusive of aisles and access drives, shall be provided as the snow storage area.
 - b. Adequate drainage of the snow storage area shall be provided to accommodate snowmelt, and no snowmelt shall drain onto contiguous lands.
 - c. Required yards and open space may be used to accommodate the required snow storage area, including landscaped areas properly designated for snow storage. However, stored snow shall not restrict access and circulation, nor create a visual obstruction for motorists and pedestrians.
- D. **Parking Facility Dimensions.**
1. **Parking Space Dimensions.**
 - a. **Width.** A parking space shall be nine feet in width.
 - b. **Length.**
 - i. **Standard Parking Space.** A standard parking space shall be 20 feet in length.
-

- ii. **Over Hang With Wheel Stop.** The length of parking spaces may be reduced to 18 feet, including wheel stop, if an additional space of two feet in length is provided for the front overhang of the car, provided that an overhang shall not reduce the width of an adjacent walkway to less than four feet in width.
- iii. **Ally Access.** Any parking space accessed directly from any alley shall have a minimum length of 22 feet.
- iv. **Parallel Parking Space.** All parallel parking spaces shall have a minimum length of 22 feet.
- c. **Vertical Clearance.** Parking spaces shall have a vertical clearance of at least seven feet.
2. **Parking Module Dimensions.** The table below specifies the minimum widths for parking rows, aisles, and modules. The figures below illustrate the standards.
3. **Gravel Area Dimensions.** The minimum size of a gravel parking area shall be ten percent larger than required of a paved area.
4. **Underground Parking Facility Design Guidelines.** Town-wide underground parking facility design guidelines have been established and adopted by the Town pursuant to Resolution No. 09-25 and are available in the Planning Department Office or on the Town's website: www.townofjackson.com.
5. **Queuing Space Design Standards.** Queuing spaces shall be a minimum of 20 feet in length and ten feet in width. All required queuing shall be contained on-site, shall not encroach into any public right-of-way, and shall not be designed so as to block entry or exit from other on-site parking.

Minimum Dimensions for Parking Modules					
	Space Angle				
	Parallel	30°	45°	60°	90°
Single Row of Parking					
Parking Space Depth	9'	18'	21'	22'	20'
Drive Aisle Width	12'	12'	13'	18'	24'
Total Module Width	21'	30'	34'	40'	44'
Two Rows of Parking					
Parking Space Depth	9'	18'	21'	22'	20'
Drive Aisle Width	12'	12'	13'	18'	24'
Total Module Width	30'	48'	55'	62'	64'



*Increase to 24' if two-way.

(Ord. 1074, 1-1-2015; Ord. No. 1313, § I, 3-22-2022)

8.8.2. Administrative Adjustment.

- A. **Purpose.** The purpose of an administrative adjustment is to allow minor adjustments to certain requirements and numerical standards in these LDRs based on specific review standards. The intent is to provide relief when application of a standard creates practical difficulties in advancement of Comprehensive Plan goals or zoning district purposes.
- B. **Applicability.** An application may be made for administrative adjustment of the following standards of the LDRs.
1. Landscape Surface Ratio may be adjusted up to 20 percent.
 2. Structure setbacks, not including setbacks from natural resources, may be adjusted up to 20 percent, or for a property listed on the Jackson Historic Register structure setbacks may be adjusted as provided in subsection 5.9.6.C.1.6.
 3. Site development setbacks, not including setbacks from natural resources, may be adjusted up to 20 percent, or for a property listed on the Jackson Historic Register site development setbacks may be adjusted as provided in subsection 5.9.6.C.1.6.
 4. Fencing height and setbacks may be adjusted up to 20 percent.
 5. Grade of developable slopes may be adjusted up to 20 percent.
 6. Any dimensional standard of a building frontage may be adjusted up to 20 percent.
 7. Building facade width may be adjusted up to 20 percent.
 8. Wildlife friendly fencing may be adjusted as allowed by subsection 5.1.2.E.
 9. Standard plant units may be adjusted as allowed by subsection 5.5.3.E.3.
 10. Sign standards may be adjusted as allowed b subsection 5.6.1.B.2.
 11. **Vehicle** parking requirement may be adjusted as allowed by subsection 6.2.2.A.1.
 12. **Bicycle parking requirement may be adjusted as allowed by 6.2.2.D.4.**
 13. ~~12.~~ Pedestrian frontage standards may be adjusted as allowed by subsection 2.2.1.C.
 14. ~~13.~~ A third-story stepback may be reduced or waived to accommodate a building design that uses an historic preservation incentive provided in Section 5.9.6.

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: September 11, 2023

RE: Town Manager's Report

Town of Jackson Sponsorship for Lunch for 2024 WAM Convention in Pinedale

The Town of Pinedale is sponsoring the WAM convention in 2024. During the last WAM convention in Pinedale, the Town of Jackson assisted by sponsoring one of the meals. The WAM office has asked if the Town would like to again assist the Town of Pinedale with hosting the lunch scheduled for Thursday during the 2024 WAM Convention. WAM estimates the cost of the sponsorship would be approximately \$3000. Funding for this sponsorship would be paid out of the Community Initiatives – Local Initiatives line item. That line item has \$35,000 budgeted for various initiatives with \$10,000 set aside for unidentified local initiatives supported by Council. With the approval of the Town Manager's Report, staff will provide confirmation to WAM that the Town of Jackson has authorized the sponsorship of the Thursday lunch at a cost of approximately \$3000.

Changing Workforce Restriction to Affordable Restriction

270 W Pearl #205 is a Workforce unit that has been owned by the current owners, an architect and nurse with two children, for 6 ½ years. The owners have requested to change the restriction on their home from Workforce to Affordable. The architect has recently started his own business and is concerned that for his business to succeed, he will need to accept clients from outside of Teton County. This could cause their income to fail to meet the requirement of 75% from a Local Business under the Workforce program, which would require them to sell the home. The household qualifies under the Affordable program in the 80 – 120% income range, and the home's value is affordable to this income range as well. As Affordable owners, the household will be required to continue to meet the Affordable Program's local employment, occupancy and use requirements annually. Staff is recommending this reclassification from Workforce to Affordable. Affordable units are more expensive to build than Workforce. The community is benefitting, and the family will be allowed to keep their home. The deed restriction does not require Council's signature. With Council's approval of the Town Manager's report, staff will proceed with this change in classification.