

Jackson Town Council Regular Meeting

October 2, 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/82320633118?pwd=YlIiNQ1FuRWMrZ3o0Sml0bndZSjVCdz09>

If the link does not work, join at zoom.com with Webinar ID **823 2063 3118** Password: **83001**

or join by phone **+1 346 248 7799** with Webinar ID **823 2063 3118** and Password: **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
 - 1. "Rematriate" Sculpture
 - 2. Domestic Violence Awareness Month Proclamation
 - 3. Fall Clean-Up Week Proclamation
 - 4. Introduction of Shawn Holden, Water Utility Operator

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. September 18, 2023 Town Council Workshop
 - 2. September 18, 2023 Regular Town Council Meeting
- B. Disbursements
- C. Temporary Sign Permit for Teton Science Schools (P23-169) (Paul Anthony)
- D. Lower Valley Energy Sewer Connection Agreement (Brian Lenz)
- E. JH Classical Academy Connection Use Agreement Amendment (E23-0195) (Brian Lenz)
- F. Consideration of Template for Crane Agreements (Lea Colasuonno)

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

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

A. Administration

1. Amendment to Council Rules and Procedures (Roxanne Robinson)

VI. RESOLUTIONS

A. Resolution 23-19: A Resolution Regarding the Policy and Procedure for Naming of Public Places (Lea Colasuonno)

VII. ORDINANCES

A. Ordinance W: An Amendment to the Official Zoning Map for Karns Meadow (P23-079) (First Reading, Tyler Valentine)

VIII. MATTERS FROM MAYOR AND COUNCIL

A. Appointment of Mayor Pro Tempore and Acting Mayor Pro Tempore (Roxanne Robinson)

B. Joint Funding Committee Update

IX. MATTERS FROM THE TOWN MANAGER

A. Town Manager's Report

X. ADJOURN

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

Pledge of Allegiance

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

Land Acknowledgement

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



Town Hosts Patti Baldes' "Rematriate" Sculpture

The Town is hosting Patti Harris Baldes' buffalo sculpture entitled "Rematriate" on the lawn of Town Hall. This sculpture is a piece of a larger performance with the same title. Baldes creates buffalo sculptures using willow branches, sage, twine, silk handkerchiefs, and water birch branches. "Rematriate" means "Returning to the Sacred Mother," and is based on the ancestry of women. The accompanying dance and song are designed to restore balance between Indigenous people and their ancestral worlds. During performances, the buffalo are animated and brought to life by matriarchs from the Wind River Reservation and their children.

Baldes and her crew performed Rematriate in Jackson in September and will do so again at Mike Yokel Park during the InterTribal Gathering on October 4. Each time is different, but prior performances of Rematriate have consisted of six buffalo sculptures and twelve dancers.

An enrolled Northern Arapaho with Northern Paiute lineage, Patti Baldes' larger project is rematriation through buffalo restoration. With her husband Jason, Patti Baldes has been crucial to buffalo restoration on the Wind River Reservation. As a result of their advocacy more than 100 bison now call Shoshone and Arapaho Tribal lands their home. Patti Baldes enjoys sharing her talents through art, photography, and storytelling and is also the Executive Director of the Wind River Native Advocacy Center, which exists to empower Native Americans in Wyoming.

The Town of Jackson is hosting Baldes' sculpture as part of a continued effort to build relationships with native and indigenous peoples in our area. After a recommendation from the Town's Equity Task Force, Town Council voted to adopt a Land Acknowledgement with the understanding that the Town would also continue to connect and build relationships with members of Native Tribes.

DOMESTIC VIOLENCE AWARENESS MONTH PROCLAMATION
Recognizing October 2023 as Domestic Violence Awareness Month

WHEREAS, every person in America has the right to live free from violence in their homes, neighborhoods, and communities, and domestic violence is a serious crime that affects all individuals—adults and children—disrupts communities, destroys relationships and families; and

WHEREAS, relationship and family violence continues to become more prevalent as a social problem, the problems of domestic violence are not confined to any one group of people but crosses all gender identities, sexual orientations, economic, racial, and societal barriers; and violates an individual’s dignity, security, and humanity, due to systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse; and

WHEREAS, the U.S. Department of Justice estimates that one million women are victimized by domestic violence each year, with less than half of all such crimes actually thought to be reported; and

WHEREAS, in a single day in 2022, 254 victims of domestic violence were served in Wyoming. 136 adult and child victims of domestic violence found refuge in emergency shelters, transitional housing, or other housing provided by local domestic violence programs. 118 adult and child victims received non-residential assistance and services, including counseling, legal advocacy, children’s support groups, and more. In the same 24 hours, 151 hotline calls took place across the state; and

WHEREAS, Teton County Victim Services, The Community Safety Network, the Wyoming Division of Victim Services and the Wyoming Coalition Against Domestic Violence & Sexual Assault encourages community leaders, co-workers, friends and loved ones to take a personal pledge to end domestic violence.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, do hereby proclaim October 2023 as Domestic Violence Awareness Month and encourage us all to be part of the solution by pledging to never commit, condone or remain silent about violence.

DATED THIS 2nd DAY OF OCTOBER 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

2023 FALL CLEAN-UP WEEK

WHEREAS, it is customary in the fall of each year to declare a week for citizens of the Town of Jackson to clean up their property by incinerating only dry grass, leaves, twigs, small branches, and clean wood; and

WHEREAS, the Town of Jackson reminds citizens that as outlined in Jackson Municipal Code 12.24.080 Pruning – Corner clearance, every owner of any tree overhanging any street or right-of-way within the Town shall prune branches so such branches shall not obstruct the light from any street lamp or obstruct the view from any street intersection; and

WHEREAS, the Town of Jackson and Teton County Integrated Solid Waste and Recycling have partnered to create the Annual Fall Clean-Up with a common goal to encourage residents to divert yard-waste away from the landfill, so that it may be composted locally; and

WHEREAS, citizens may pick up free, compostable paper bags to collect their yard waste beginning **October 13th** at Town Hall, Public Works and the Recycling Center; and

WHEREAS, residents participate in **Fall Clean-Up Day** and may drop off residential yard waste on Friday, **November 3rd**, between 9:00 AM and 6:00 PM at the rodeo grounds; and

WHEREAS, residents may also drop-off up to 500 pounds of residential yard waste at the Trash Transfer Station free-of-charge from **October 30th-November 4th** during normal operating hours.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, do hereby proclaim Friday, **November 3rd** as **Fall Clean-Up Day** and encourage citizens to participate in this community event;

AND FURTHER, proclaim **October 28th-November 5th** as **Fall Burn Week** and remind citizens to contact the Jackson Hole Law Enforcement Agency at 733-2331 prior to starting outside blazes.

DATED THIS 2nd DAY OF OCTOBER 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

Shawn Holden
Public Works
Utility Water Operator

Shawn Holden is joining the public works department as a utility water operator. Shawn and his wife Casey have been married for 28 years and are relocating from Italy, Texas. They have two grown children and two grandsons. Shawn enjoys golfing and being outdoors. He has spent the last 13 years learning about water systems and is excited to become part of the Jackson community.

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

SEPTEMBER 18, 2023

JACKSON, WYOMING

The Jackson Town Council met in regular 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. *Via Zoom*: Jessica Sell Chambers.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Johnny Ziem, Brian Lenz, Paul Anthony, Shawn Stevens, Tanya Anderson, Susan Scarlata, and Riley Taylor.

Council introduced Shawn Wilkinson, Equipment Operator.

Naming Policy. Roxanne Robinson made staff comment. Council held discussion with staff. Lea Colasuonno and Tyler Sinclair made staff comment. A motion was made by Jim Rooks and seconded by Arne Jorgensen to direct staff to modify the Naming Policy draft attached to this staff report to:

- 1) Amend Section 4.3.4 to a statement that the Town does not name Public Places after corporations, associations, or other legally created entities; and
- 2) Rewrite the remainder of 4.3 to express that a major gift to the Town is the reward in itself and that the Town, as a general policy, does not name Public Places for major gifts.

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

Service Agreement for Design of Gregory Lane. Johnny Ziem, Brian Lenz, and Tyler Sinclair made staff comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jim Rooks to approve a Professional Services Agreement with Jorgensen Associates, Inc. for an amount not to exceed \$494,635.00 and authorize the Mayor to execute all necessary documents, subject to minor changes by staff. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Jackson Police Department License Plate Reader Policy. Michelle Weber made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jonathan Schechter to direct staff to update the draft Police Department LPR Policy as discussed today and place it on a Town Council Agenda for approval at a later date. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to direct staff to provide Town Council an annual review of the Flock Database License Plate Reader System and Parking License Plate Reader System including but not limited to frequency and type of queries and the associated outcomes, in the first quarter of each calendar year, prior to consideration of the annual budget. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 3:49pm and reconvened at 3:56pm.

Town Sustainability Plan Internal Goals and Strategies. Tanya Anderson made staff comment. Margie Lynch made public comment. Council held discussion with staff. A motion was made by Jonathan Schechter and seconded by Jim Rooks to continue this item to later in the evening during the regularly scheduled September 18, 2023 meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council Priorities and Upcoming Agendas. This item was continued to later in the evening during the regularly scheduled September 18, 2023 meeting.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 4:53p.m. Minutes: rt.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: September 27, 2023

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

SEPTEMBER 18, 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. *Via Zoom*: Jessica Sell Chambers.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Johnny Ziem, Brian Lenz, Paul Anthony, Steve Jellie, Tanya Anderson, Susan Scarlata, and Riley Taylor.

Council recited the pledge of allegiance and land acknowledgement. Mayor Morton Levinson proclaimed September as Childhood Cancer Awareness Month and National Suicide Prevention Month.

Public Comment. Pedro Rodriguez 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-C as presented with the following motions:

- A. **Meeting Minutes.** To approve meeting minutes from the September 11, 2023 Special Town Council Meeting.
- B. **Disbursements.** To approve the disbursements as presented. ACE HARDWARE \$966.94; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$88,703.99; AMAZON -\$598.19; ANDERS GLASS AND TINT \$1,305.00; BIG R RANCH & HOME \$344.93; BLUE SPRUCE CLEANERS, INC \$417.55; BRIGGS, ERIC L \$510.49; BRISTOL, JAMES \$100.00; BURKHOLDER, SHAWN \$1,942.50; CARQUEST AUTO PARTS INC. \$57.53; CHAPA STRIPES OF IDAHO \$5,300.00; CITY OF DRIGGS \$1,947.34; CORE & MAIN LP \$25,916.00; CRYSTAL CREEK CAPITAL \$4,620.00; DEAN'S PEST CONTROL LLC \$255.00; DISCOUNT CELL, INC. \$2,638.53; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$450.00; DPC INDUSTRIES, INC. \$4,362.97; E.R. OFFICE EXPRESS \$77.80; ELECTRICAL WHSLE SUPPLY CO INC \$43.68; ENERGY LABORATORIES INC. \$118.00; ETNA TRADE PARK LLC \$4,062.00; EVANS CONSTRUCTION INC \$12,048.75; EVANS, SARA \$300.00; FALL RIVER PROPANE \$470.25; FIRE SERVICES OF IDAHO \$6,178.00; GE SOFTWARE \$80.00; HD FOWLER COMPANY \$144.32; HIGH COUNTRY LINEN \$788.89; IDAHO TRAFFIC SAFETY, INC. \$1,943.50; INNOVYZE, LLC \$1,728.00; JACKSON HOLE NEWS & GUIDE \$741.40; JACKSON LUMBER INC \$703.95; KARL JOHNSON FOUNDATION \$62,500.00; LEPCO \$947.40; LOWER VALLEY ENERGY INC \$37,121.69; L-TRON CORPORATION \$738.72; MACEDA, VERONICA \$750.00; MARKMAN, JASON \$1,995.00; MONARCH MOTORSPORTS \$1,414.75; MURDOCH MEMORIALS \$420.00; NAPA AUTO PARTS INC. \$540.28; NELSON ENGINEERING \$799.50; OLDCASTLE PRECAST INC \$25,274.00; PACIFIC CREEK HOLDINGS LLC \$31,543.75; PALACIO, ZULEYMA \$1,000.00; PREMIER TRUCK- SALT LAKE CITY \$580.32; QUICK BROWN FOX LLC \$1,265.00; ROCKY MOUNTAIN SUPPLY, INC \$653.00; RUI INC. DBA VILLAGE GARDNER \$457.00; SCHWARTZ, ANDY \$4,167.00; SIGN IT NOW INC \$378.93; SPRING CREEK ANIMAL HOSPITAL \$385.33; SPSC POA - SOUTH PARK SERVICES CTR POA \$301.38; STEP BACK LEADERSHIP CONSULTING LLC \$36,000.00; STINKY PRINTS, INC \$210.88; STONE, KIRK \$2,940.00; TETON COUNTY ALTERNATIVE TO INCARCERATIO \$41,951.00; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$52.00; TETON COUNTY PUBLIC HEALTH \$200.00; TETON TRASH REMOVAL, INC. \$103.00; THE CONNOR E FIELD TRUST \$2,575.00; THOMSON WEST \$920.94; THYSSSEN KRUPP ELEVATOR CORP. \$3,974.40; VICTOR VILLAGE, LLC \$1,560.00; WATTS STEAM STORE ROCKY MT. INC \$1,222.31; WEST COAST CODE CONSULTANTS \$575.00; WESTBANK SANITATION \$132.66; WESTERN STATE \$2,643.62; WESTWOOD CURTIS \$3,160.00; WHITE GLOVE CLEANING, INC. \$8,271.30; WILMA D SORSBY TRUST \$3,150.00; WILSON, JOHN \$2,200.00; WY CHILD SUPPORT ENFORCEMENT \$34.61; WYOMING LAW ENFORCEMENT \$155.00; WYOMING.COM INC \$5.00; Y2 CONSULTANTS, LLC \$31,618.15; YELLOW IRON EXCAVATION, LLC \$220.00
- C. **2023 Fall Patching Contract Award.** To approve the award of two contracts for the 2024 Fall Street Patching Project, one to Westwood Curtis Construction in an amount not to exceed \$160,000 and a second to Affordable Road and Drive in an amount not to exceed \$160,000, and authorize the Mayor to execute the contracts subject to approval and minor changes by the Town Attorney and Town Engineer.

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

Indian Springs Sewer Request (E23-0188). Council held discussion. Tyler Sinclair made staff comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to: 1. approve the Indian Springs Ranch HOA, Inc. request for sewer collection and treatment services subject to the conditions of approval set forth in this staff report; 2. direct staff to draft an appropriate Wastewater Treatment Facilities Connection and Use Agreement, as determined by the Town Attorney; 3. Supersede and incorporate, as appropriate, all previous agreements related to the ISR Sewer Service Area; and 4. present the Agreement to Council for consideration at a future Council Meeting.

Fire Emergency Preparedness Update. Chief Jellie made staff comment. Council held discussion with staff. There was no public comment. No motion was made.

Demolition Permit at 135 N Gros Ventre (DEM23-0016). Paul Anthony made staff comment. Council held discussion with staff. David Vandenberg made public comment. A motion was made by Jim Rooks and seconded by Arne Jorgensen to approve a stay of 45 days on the issuance of Demolition Permit DEM23-0016 for the primary home located at 135 North Gros Ventre Street. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Town Sustainability Plan Internal Goals and Strategies. Tanya Anderson made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Arne Jorgensen to direct staff to prepare a Town sustainability plan for Council consideration at a future Town Council Workshop. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

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

Ordinance V: An Ordinance Annexing Central Wyoming College – Jackson Campus.

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:

A motion was made by Arne Jorgensen and seconded by Jim Rooks to approve Ordinance V on third reading and designate it Ordinance 1352. 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 discussed the 2023 Council Calendar and Priorities, including the Town-only retreat and joint Town/County retreat.

Matters from Mayor and Council. Council held discussion about agendas and meeting materials. A motion was made by Arne Jorgensen and seconded by Jim Rooks to direct the Town Manager or their designee to draft a brief Scoping Staff Report about scheduling Joint agendas and staff reports to be released at least one week ahead of time to be added to an agenda within 45 days.

Arne Jorgensen gave an update from the WAM Region 5 meeting in Afton, Wyoming.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on processing council emails, Energy Future Grant application, US Environment Protection Agency 205j Grant, and WaterSMART Planning and Project Design Grant. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the Town Manager’s report. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 8:12 p.m. Minutes: rt.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: September 27, 2023

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7310	ACCESS TRUCK PARTS	SO-46528	INLINE VALVE	09/12/2023	195.50	.00	
Total 7310:					195.50	.00	
51	ACE HARDWARE	826137	NANO	05/23/2023	67.47	.00	
51	ACE HARDWARE	829401	SCREWDRIVER	06/15/2023	4.99	.00	
51	ACE HARDWARE	831143	O'RINGS	06/28/2023	12.90	.00	
51	ACE HARDWARE	831464	TUBE HEAT SHRINK	06/30/2023	5.49	.00	
51	ACE HARDWARE	831519	HEAT SHRINK	06/30/2023	16.47	.00	
51	ACE HARDWARE	831535	BATTERIES	06/30/2023	41.97	.00	
51	ACE HARDWARE	831537	MAX HOSE	06/30/2023	146.96	.00	
51	ACE HARDWARE	831788	O'RINGS	07/03/2023	54.08	.00	
51	ACE HARDWARE	831862	CONN BUTT	07/05/2023	12.99	.00	
51	ACE HARDWARE	835934	ANT BAIT AND MULTITOO	08/03/2023	144.97	.00	
51	ACE HARDWARE	836794	KEROSENE	08/11/2023	74.99	.00	
51	ACE HARDWARE	839779	BLADE	09/05/2023	26.99	.00	
51	ACE HARDWARE	839980	LEADER HOSE	09/07/2023	23.98	.00	
51	ACE HARDWARE	840034	TAPE	09/07/2023	39.98	.00	
51	ACE HARDWARE	840094	LOCK WASHER AND BOLT	09/07/2023	1.18	.00	
51	ACE HARDWARE	840107	BOLTS	09/07/2023	8.98	.00	
51	ACE HARDWARE	840154	KITCHEN FAUCET	09/08/2023	131.48	.00	
51	ACE HARDWARE	840161	SPRAY PAINT	09/08/2023	15.00	.00	
51	ACE HARDWARE	840166	SPLY	09/08/2023	23.98	.00	
51	ACE HARDWARE	840223	HEADLIGHT	09/08/2023	62.94	.00	
51	ACE HARDWARE	840389	VALVE	09/11/2023	33.98	.00	
51	ACE HARDWARE	840699	MAXFIT	09/13/2023	12.99	.00	
51	ACE HARDWARE	840718	KEYS	09/13/2023	8.98	.00	
51	ACE HARDWARE	840790	WALL SCONCE LIGHT FIXTURE	09/13/2023	49.99	.00	
51	ACE HARDWARE	840792	LIGHT BULBS	09/13/2023	11.99	.00	
51	ACE HARDWARE	840811	TEFLON TAPE	09/13/2023	5.28	.00	
51	ACE HARDWARE	840993	SCREWS	09/15/2023	6.53	.00	
51	ACE HARDWARE	841017	FLOODLIGHT	09/15/2023	62.48	.00	
51	ACE HARDWARE	841050	SCREWS	09/15/2023	9.80	.00	
51	ACE HARDWARE	841195	SUPPLIES	09/18/2023	12.87	.00	
51	ACE HARDWARE	841272	STORAGE SHELF	09/18/2023	399.98	.00	
51	ACE HARDWARE	841418	KEYS	09/19/2023	13.47	.00	
51	ACE HARDWARE	841745	PROPANE TANK	09/22/2023	29.99	.00	
Total 51:					1,576.12	.00	
5728	ADVANCED CONCRETE SOLUTI	3876	RESURFACE PARKING GARAG	09/20/2023	70,000.00	.00	
Total 5728:					70,000.00	.00	
88	AIRGAS INTERMOUNTAIN INC.	5501991865	SMALL ARGON	08/31/2023	46.65	.00	
Total 88:					46.65	.00	
6900	ALDER ENVIRONMENTAL LLC	4129	CORE FACILITY MITIGATION	09/06/2023	907.50	.00	
Total 6900:					907.50	.00	
6686	Allegiance Benefit Plan Manage, I	090523	claims	09/05/2023	10,664.40	10,664.40	09/13/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6686	Allegiance Benefit Plan Manage, I	091123	claims	09/11/2023	19,147.71	19,147.71	09/15/2023
Total 6686:					29,812.11	29,812.11	
6524	ALPHAGRAPHICS	JX-315015	CUSTOM BRANDED TENTS	06/30/2023	1,975.88	.00	
Total 6524:					1,975.88	.00	
3213	ALTA PLANNING & DESIGN	304.0002023.2	WY INTERSECTION ANALYSIS	09/13/2023	5,115.00	.00	
Total 3213:					5,115.00	.00	
5726	AMAZON	164D-K3N9-13	WALL CLOCK	09/11/2023	29.99	.00	
5726	AMAZON	1J3H-R64N-7	WINDOW COVERINGS	09/15/2023	38.50	.00	
5726	AMAZON	1J4Q-CNJ6-9Y	TV STAND	09/15/2023	99.99	.00	
5726	AMAZON	1LJP-1JJG-FP	TAMPERSEAL ROLLS	09/01/2023	21.69	.00	
5726	AMAZON	1NH3-LCJ7-19	FASGEAR	09/14/2023	130.76	.00	
5726	AMAZON	1NH3-LCJ7-9C	USB-C CHARGERS	09/15/2023	347.72	.00	
5726	AMAZON	1R4H-Q1QK-P	COMPRESSION GUAGE TEST S	09/08/2023	533.94	.00	
5726	AMAZON	1YJ6-3NYY-3J	BINDERS	09/14/2023	87.89	.00	
Total 5726:					1,290.48	.00	
4389	APPLE INC	MA19218978	PHONE CASES	09/14/2023	108.00	.00	
Total 4389:					108.00	.00	
3487	ARCHITECTURAL BUILDING SU	71492123	NEW DOOR	09/13/2023	1,383.98	.00	
Total 3487:					1,383.98	.00	
7027	ARISTORENAS, MARIA	092523	EQUITY TASK FORCE	09/25/2023	450.00	.00	
Total 7027:					450.00	.00	
6757	AXON ENTERPRISES, INC	INUS185864	FLEET3A	09/12/2023	38,612.50	.00	
Total 6757:					38,612.50	.00	
7028	BADILLO, MARCELA	092523	EQUITY TASK FORCE	09/25/2023	450.00	.00	
Total 7028:					450.00	.00	
7033	BERGMAN, PIERRE	092523	EQUITY TASK FORCE	09/25/2023	450.00	.00	
Total 7033:					450.00	.00	
4920	BEST BEST & KRIEGER	974503	FRANCHISE	09/08/2023	2,100.00	.00	
4920	BEST BEST & KRIEGER	974504	SILVERSTAR	09/08/2023	675.00	.00	
Total 4920:					2,775.00	.00	
3500	BISON LUMBER	2309-820512	TREATED LUMBER	09/06/2023	2,912.64	.00	
3500	BISON LUMBER	2309-821515	PATIO BLOCKS	09/15/2023	340.33	.00	
Total 3500:					3,252.97	.00	
7296	BLUE COLLAR RESTAURANT G	091223	SUMMER PICNIC REMAINING B	09/12/2023	693.76	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7296:					693.76	.00	
6727	BRIGGS, ERIC L	24070	TOOL	09/07/2023	80.95	.00	
Total 6727:					80.95	.00	
7314	CADDIS, LLC	092123	METER FEE REFUND	09/21/2023	253.57	.00	
Total 7314:					253.57	.00	
5	CARQUEST AUTO PARTS INC.	6090-623510	CREDIT	09/11/2023	166.42-	.00	
5	CARQUEST AUTO PARTS INC.	6090-626130	DOOR HINGES	09/01/2023	28.40	.00	
5	CARQUEST AUTO PARTS INC.	6090-626548	LOCK CYN	09/05/2023	48.37	.00	
5	CARQUEST AUTO PARTS INC.	6090-626789	bATTERY	09/07/2023	221.02	.00	
Total 5:					131.37	.00	
102	CASELLE INC.	127107	CONTRACT SUPPORT	09/01/2023	1,867.00	.00	
Total 102:					1,867.00	.00	
10	CASH	092223	OFFICE SUPPLIES	09/22/2023	50.00	.00	
10	CASH	092223	RECORDING & FILING FEES	09/22/2023	66.00	.00	
10	CASH	092223	POSTAGE	09/22/2023	16.26	.00	
10	CASH	092223	OFFICE SUPPLIES	09/22/2023	21.40	.00	
Total 10:					153.66	.00	
5322	CHARGEPOINT, INC	IN214188	SUPPORT	09/05/2023	375.00	.00	
Total 5322:					375.00	.00	
7089	CHARLIE'S PLUMBING OF JH	10551	DELONEY RESTROOMS	09/05/2023	425.00	.00	
Total 7089:					425.00	.00	
3272	COPYWORKS, LLC	51159	POSTERS	08/30/2023	34.95	.00	
3272	COPYWORKS, LLC	51249	LAMINATED SIGN	09/18/2023	34.95	.00	
Total 3272:					69.90	.00	
1691	CORE & MAIN LP	T488424	MACH FLANGE	09/06/2023	10,600.00	.00	
1691	CORE & MAIN LP	T497378	METER FLANGE	09/05/2023	2,492.20	.00	
Total 1691:					13,092.20	.00	
7306	DAVID J. HUNT DVM	777-130	ANIMAL CARE	09/12/2023	133.95	.00	
Total 7306:					133.95	.00	
7030	DAY, JEAN	092523	EQUITY TASK FORCE	09/25/2023	450.00	.00	
Total 7030:					450.00	.00	
148	DELL	10697213990	ENT MOBILITY	09/08/2023	9,792.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 148:					9,792.00	.00	
6883	DIVISION OF CHILD SUPPORT	092023	DCSE CASE #0005405448	09/20/2023	509.23	509.23	09/20/2023
Total 6883:					509.23	509.23	
6057	DOVER, JOHN	091923	DOT PHYSICAL	09/19/2023	100.00	.00	
Total 6057:					100.00	.00	
1134	ENERGY LABORATORIES INC.	578173	INFLUENT AND EFFLUENT	09/07/2023	203.00	.00	
1134	ENERGY LABORATORIES INC.	579525	INFLUENT AND EFFLUENT	09/12/2023	464.00	.00	
1134	ENERGY LABORATORIES INC.	581347	INFLUENT AND EFFLUENT	09/19/2023	203.00	.00	
Total 1134:					870.00	.00	
1634	ENTENMANN-ROVIN CO	0186315	BADGES	08/17/2023	175.50	.00	
Total 1634:					175.50	.00	
81	EVANS CONSTRUCTION INC	063023	TOJ EAST PEARL SIDEWALKS	06/30/2023	60,482.63	.00	
Total 81:					60,482.63	.00	
3550	EXPOSURE SIGNS INC	7944	DECALS	08/01/2023	20.85	.00	
3550	EXPOSURE SIGNS INC	7996	START BUS SIGNAGE	09/11/2023	3,225.00	.00	
Total 3550:					3,245.85	.00	
7168	FALL RIVER RURAL ELECTIC	44440430 0923	ELECTRIC CHATHAM LOOP	09/20/2023	48.08	.00	
Total 7168:					48.08	.00	
6544	FENNERN, ROBERT	091223	DOT PHYSICAL	09/12/2023	155.00	.00	
Total 6544:					155.00	.00	
3195	FERGUSON ENTERPRISES, IN	1775102	BUSHINGS	08/08/2023	14.44	.00	
3195	FERGUSON ENTERPRISES, IN	1776683	CLST REP KIT	08/08/2023	20.86	.00	
3195	FERGUSON ENTERPRISES, IN	1823464	BUSHINGS	08/24/2023	24.65	.00	
3195	FERGUSON ENTERPRISES, IN	1854287	CLST SEAT COMM	09/06/2023	30.43	.00	
3195	FERGUSON ENTERPRISES, IN	1858604	HP REP KIT	09/07/2023	4.41	.00	
Total 3195:					94.79	.00	
4294	FIRE SERVICES OF IDAHO	12525349	START BUILDING	08/30/2023	108.00	.00	
4294	FIRE SERVICES OF IDAHO	12527352	CITY SHOPS	08/31/2023	158.00	.00	
4294	FIRE SERVICES OF IDAHO	12527354	PARKING GARAGE	08/31/2023	138.00	.00	
4294	FIRE SERVICES OF IDAHO	12527455	SNOW KING HOUSING	08/31/2023	262.00	.00	
Total 4294:					666.00	.00	
7313	FIRST INTERSTATE BANK	150923-2	CASE WORK	09/15/2023	50.00	.00	
Total 7313:					50.00	.00	
668	FREEDOM MAILING SERVICE I	46084	UTILITY BILLING	09/06/2023	924.56	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
668	FREEDOM MAILING SERVICE I	46084	UTILITY BILLING	09/06/2023	924.56	.00	
Total 668:					1,849.12	.00	
7034	FRITTS, JASON	092523	EQUITY TASK FORCE	09/25/2023	450.00	.00	
Total 7034:					450.00	.00	
6146	FRONTIER FENCE INC	1451	INSTALL CHAIN LINK FENCE	09/19/2023	10,200.00	.00	
Total 6146:					10,200.00	.00	
7117	GELCO SUPPLY INC.	79670	ROOTX	09/21/2023	1,175.00	.00	
Total 7117:					1,175.00	.00	
4212	GILLIG LLC	41079223	WINDSHIELD	08/25/2023	1,376.94	.00	
4212	GILLIG LLC	41082550	OIL GUAGE	09/05/2023	85.11	.00	
4212	GILLIG LLC	41083011	AIR FILTER	09/06/2023	800.40	.00	
Total 4212:					2,262.45	.00	
6984	GRAYSHIFT LLC	Q-21074-1	GRAY KEY LICENSE FEE	09/12/2023	10,995.00	.00	
Total 6984:					10,995.00	.00	
4988	HD FOWLER COMPANY	I6504878	WEDGE GATE	09/05/2023	1,435.56	.00	
4988	HD FOWLER COMPANY	I6504879	VALVE BOX	09/05/2023	191.08	.00	
4988	HD FOWLER COMPANY	I6510821	WATER PARTS	09/11/2023	1,230.26	.00	
4988	HD FOWLER COMPANY	I6510822	HYDRANT PARTS	09/11/2023	9,966.44	.00	
Total 4988:					12,823.34	.00	
7031	HERNANDEZ, BRANDON	092523	EQUITY TASK FORCE	09/25/2023	450.00	.00	
Total 7031:					450.00	.00	
96	HIGH COUNTRY LINEN	0392303	sTREET	08/03/2023	20.75	.00	
96	HIGH COUNTRY LINEN	0392303	sEWER	08/03/2023	14.67	.00	
96	HIGH COUNTRY LINEN	0392303	sHOP SUPPLIES	08/03/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0392303	FACILITY	08/03/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0392303	ADMIN	08/03/2023	6.64	.00	
96	HIGH COUNTRY LINEN	0392303	FLEET	08/03/2023	30.79	.00	
96	HIGH COUNTRY LINEN	0392303	bUILD MAINT	08/03/2023	12.99	.00	
96	HIGH COUNTRY LINEN	0392303	WWTP	08/03/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0392303	WATER	08/03/2023	19.38	.00	
96	HIGH COUNTRY LINEN	0392303	ADMIN	08/03/2023	6.66	.00	
96	HIGH COUNTRY LINEN	0393690	ADMIN	08/10/2023	6.64	.00	
96	HIGH COUNTRY LINEN	0393690	SHOP SUPPLIES	08/10/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0393690	FACILITY	08/10/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0393690	STREET	08/10/2023	23.50	.00	
96	HIGH COUNTRY LINEN	0393690	BUILD MAINT	08/10/2023	26.46	.00	
96	HIGH COUNTRY LINEN	0393690	WWTP	08/10/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0393690	SEWER	08/10/2023	14.67	.00	
96	HIGH COUNTRY LINEN	0393690	WATER	08/10/2023	19.38	.00	
96	HIGH COUNTRY LINEN	0393690	ADMIN	08/10/2023	6.66	.00	
96	HIGH COUNTRY LINEN	0393690	FLEET	08/10/2023	30.79	.00	
96	HIGH COUNTRY LINEN	0395079	SHOP SUPPLIES	08/17/2023	6.85	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0395079	fACILITY	08/17/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0395079	FLEET	08/17/2023	30.79	.00	
96	HIGH COUNTRY LINEN	0395079	SEWER	08/17/2023	14.67	.00	
96	HIGH COUNTRY LINEN	0395079	STREET	08/17/2023	27.40	.00	
96	HIGH COUNTRY LINEN	0395079	ADMIN	08/17/2023	6.66	.00	
96	HIGH COUNTRY LINEN	0395079	ADMIN	08/17/2023	6.64	.00	
96	HIGH COUNTRY LINEN	0395079	BUILD MAINT	08/17/2023	13.65	.00	
96	HIGH COUNTRY LINEN	0395079	WWTP	08/17/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0395079	WATER	08/17/2023	19.38	.00	
96	HIGH COUNTRY LINEN	0396415	WATER	08/24/2023	19.38	.00	
96	HIGH COUNTRY LINEN	0396415	ADMIN	08/24/2023	6.65	.00	
96	HIGH COUNTRY LINEN	0396415	ADMIN	08/24/2023	6.65	.00	
96	HIGH COUNTRY LINEN	0396415	BUILD MAINT	08/24/2023	164.02	.00	
96	HIGH COUNTRY LINEN	0396415	WWTP	08/24/2023	14.68	.00	
96	HIGH COUNTRY LINEN	0396415	SEWER	08/24/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0396415	STREET	08/24/2023	27.39	.00	
96	HIGH COUNTRY LINEN	0396415	FLEET	08/24/2023	30.79	.00	
96	HIGH COUNTRY LINEN	0396415	SHOP SUPPLIES	08/24/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0396415	fACILITY	08/24/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0397769	FLEET	08/31/2023	30.79	.00	
96	HIGH COUNTRY LINEN	0397769	ADMIN	08/31/2023	6.66	.00	
96	HIGH COUNTRY LINEN	0397769	SEWER	08/31/2023	14.67	.00	
96	HIGH COUNTRY LINEN	0397769	WATER	08/31/2023	19.38	.00	
96	HIGH COUNTRY LINEN	0397769	BUILD MAINT	08/31/2023	13.38	.00	
96	HIGH COUNTRY LINEN	0397769	WWTP	08/31/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0397769	SHOP SUPPLIES	08/31/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0397769	fACILITY	08/31/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0397769	STREET	08/31/2023	24.65	.00	
96	HIGH COUNTRY LINEN	0397769	ADMIN	08/31/2023	6.64	.00	
96	HIGH COUNTRY LINEN	0398410	MATS @ SI FERRIN	09/04/2023	17.75	.00	
96	HIGH COUNTRY LINEN	0398416	MATS @ HOME RANCH	09/04/2023	24.56	.00	
96	HIGH COUNTRY LINEN	0398816	MATS @ WWTP	09/06/2023	64.65	.00	
96	HIGH COUNTRY LINEN	0400021	MATS @ HOME RANCH	09/12/2023	264.04	.00	
96	HIGH COUNTRY LINEN	0401038	MATS @ SI FERRIN	09/18/2023	17.75	.00	
96	HIGH COUNTRY LINEN	0401041	MATS @ HOME RANCH	09/18/2023	54.56	.00	
Total 96:					1,355.46	.00	
6455	HIRST APPLGATE, LLP	215854	TOJ CULVER	09/06/2023	2,830.50	.00	
Total 6455:					2,830.50	.00	
4736	IDAHO CHILD SUPPORT RECEI	092023	case#426985	09/20/2023	564.20	564.20	09/20/2023
Total 4736:					564.20	564.20	
106	INTERSTATE BATTERY	22258434	BATTERIES	09/05/2023	291.90	.00	
Total 106:					291.90	.00	
6954	IVY OUTDOOR SERVICES LLC	0000050	AUGUST TRASH ROUTE	09/11/2023	1,950.00	.00	
6954	IVY OUTDOOR SERVICES LLC	0000051	TRASH ROUTE AUGUST	09/12/2023	16,484.25	.00	
Total 6954:					18,434.25	.00	
6931	JACKSON DOWNTOWNER, LLC	1025	START ON DEMAND	09/13/2023	102,784.35	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6931:					102,784.35	.00	
131	JACKSON HOLE NEWS & GUID	356560	AD#420700	08/23/2023	85.50	.00	
131	JACKSON HOLE NEWS & GUID	357514	AD#421104	09/13/2023	408.80	.00	
131	JACKSON HOLE NEWS & GUID	357515	AD#421298	09/13/2023	117.00	.00	
131	JACKSON HOLE NEWS & GUID	357752	AD#421527	09/20/2023	58.50	.00	
131	JACKSON HOLE NEWS & GUID	357753	AD#421528	09/20/2023	112.50	.00	
131	JACKSON HOLE NEWS & GUID	357754	AD#421526	09/20/2023	684.00	.00	
131	JACKSON HOLE NEWS & GUID	357755	AD#421529	09/20/2023	216.00	.00	
Total 131:					1,682.30	.00	
114	JACKSON LUMBER INC	0000912973-0	RECIP SAW	08/29/2023	258.00	.00	
114	JACKSON LUMBER INC	0000914036-0	CREDIT	08/30/2023	258.00-	.00	
114	JACKSON LUMBER INC	0000914762-0	2x4 AND SCREWS	08/31/2023	135.96	.00	
114	JACKSON LUMBER INC	0000917174-0	AIR COMPRESSOR	09/08/2023	853.00	.00	
114	JACKSON LUMBER INC	0000919442-0	SHINGLES	09/15/2023	188.29	.00	
Total 114:					1,177.25	.00	
239	JH20 WATER CONDITIONING &	1230815392	water @ WWTP	08/15/2023	85.00	.00	
Total 239:					85.00	.00	
2485	KENWORTH SALES COMPANY	004P24563	PARTS	09/06/2023	555.72	.00	
2485	KENWORTH SALES COMPANY	004P25144	CREDIT	09/08/2023	65.00-	.00	
Total 2485:					490.72	.00	
7029	KRUEGER, ERICA JADE	092323	EQUITY TASK FORCE	09/23/2023	450.00	.00	
Total 7029:					450.00	.00	
7305	LAFAYETTE INSTRUMENT	025556-00	POLYGRAPH MACHINE	08/07/2023	8,115.00	.00	
Total 7305:					8,115.00	.00	
6807	LANGUAGE TESTING INTERNA	L75612-IN	SPANISH TESTING	09/08/2023	131.50	.00	
Total 6807:					131.50	.00	
5691	LEPCO	53740	REPAIR	08/10/2023	1,347.10	.00	
Total 5691:					1,347.10	.00	
7307	LYNX, LLC	091323	REFUND WRONG SIZE METER	09/13/2023	275.11	.00	
Total 7307:					275.11	.00	
7309	MADERA BUILDERS, LLC	1047	BATHROOM REMODEL	09/06/2023	6,464.82	.00	
Total 7309:					6,464.82	.00	
161	MASTER'S STUDIO, THE	091523	release bond E23-0014 75 McKea	09/15/2023	1,000.00	.00	
Total 161:					1,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4401	MEYRING & ASSOCIATES, INC	5109	ELECTRICAL WORK @ SHELTE	07/12/2023	339.45	.00	
Total 4401:					339.45	.00	
6770	MOBILITY FOREFRONT LLC	MFFINV0207	MONTHLY RENT	09/01/2023	35,000.00	.00	
Total 6770:					35,000.00	.00	
257	NAPA AUTO PARTS INC.	163993	AIR FILTER	08/25/2023	16.51	.00	
257	NAPA AUTO PARTS INC.	165816	FIR FILTER	09/01/2023	8.90	.00	
257	NAPA AUTO PARTS INC.	166250	HEADLIGHTS	09/05/2023	20.97	.00	
257	NAPA AUTO PARTS INC.	166356	TIRE REP INSERTS	09/05/2023	40.20	.00	
257	NAPA AUTO PARTS INC.	166496	ELECTRICAL	09/06/2023	25.18	.00	
257	NAPA AUTO PARTS INC.	166537	FILLER	09/06/2023	40.39	.00	
257	NAPA AUTO PARTS INC.	166563	PARTS	09/06/2023	545.88	.00	
257	NAPA AUTO PARTS INC.	166628	OIL CAP	09/06/2023	102.98	.00	
257	NAPA AUTO PARTS INC.	166886	MECHANICS WIRE	09/07/2023	22.11	.00	
Total 257:					823.12	.00	
6213	New West Building Company Inc.	091323	bond release 470 E Hansen E23-	09/13/2023	2,000.00	.00	
6213	New West Building Company Inc.	091523	bond release 705 rodeo drive	09/15/2023	3,000.00	.00	
Total 6213:					5,000.00	.00	
7035	NOLAND, STACY	092523	EQUITY TASK FORCE	09/25/2023	450.00	.00	
Total 7035:					450.00	.00	
1504	ONE CALL OF WYOMING	64805	AUGUST TICKETS	09/08/2023	280.87	.00	
1504	ONE CALL OF WYOMING	64805	AUGUST TICKETS	09/08/2023	280.88	.00	
Total 1504:					561.75	.00	
6607	OPS STRATEGIES, LLC	23009	BUILDING PERMIT TRENDS	06/30/2023	2,800.00	.00	
Total 6607:					2,800.00	.00	
3222	OTIS ELEVATOR COMPANY	F10000117947	Town Hall - yearly elevator service	08/14/2023	100.00	.00	
3222	OTIS ELEVATOR COMPANY	F10000135057	SNOW KING HOUSING ELEVAT	08/14/2023	150.00	.00	
Total 3222:					250.00	.00	
7315	PARK, JO ELLEN	092123	RESTITUTION PAYMENT 23-06-	09/21/2023	750.00	.00	
Total 7315:					750.00	.00	
5707	PERFORM PRINTING LLC	P1425	PARKING TICKET ENVELOPES	09/11/2023	985.00	.00	
Total 5707:					985.00	.00	
7052	PITTS, JASON	091523	REIMBURSE FOR FUEL	09/15/2023	41.99	.00	
Total 7052:					41.99	.00	
6483	PREMIER TRUCK- SALT LAKE C	775531782	FUEL PUMP	09/05/2023	156.93	.00	
6483	PREMIER TRUCK- SALT LAKE C	775532269	GASKET AND WASHERS	09/06/2023	11.08	.00	
6483	PREMIER TRUCK- SALT LAKE C	775533520	SENSOR	09/11/2023	837.80	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6483	PREMIER TRUCK- SALT LAKE C	775534182	BELT	09/13/2023	94.15	.00	
Total 6483:					1,099.96	.00	
7066	R & A SAFETY LLC	42693	PRE EMPLOY	08/03/2023	90.50	.00	
7066	R & A SAFETY LLC	42694	PRE EMPLOY	08/07/2023	90.50	.00	
7066	R & A SAFETY LLC	42697	PRE EMPLOY	08/07/2023	90.50	.00	
7066	R & A SAFETY LLC	42701	PRE EMPLOY	08/09/2023	90.50	.00	
7066	R & A SAFETY LLC	42727	PRE EMPLOY	08/11/2023	90.50	.00	
7066	R & A SAFETY LLC	42728	DOT RANDOM	08/14/2023	90.50	.00	
7066	R & A SAFETY LLC	42740	PRE EMPLOY	08/14/2023	90.50	.00	
7066	R & A SAFETY LLC	42751	PRE EMPLOY	08/15/2023	90.50	.00	
7066	R & A SAFETY LLC	42758	DOT RANDOM	08/19/2023	90.50	.00	
7066	R & A SAFETY LLC	42759	PRE EMPLOY	08/17/2023	90.50	.00	
7066	R & A SAFETY LLC	42776	PRE EMPLOY	08/19/2023	90.50	.00	
7066	R & A SAFETY LLC	42783	PRE EMPLOY	08/22/2023	90.50	.00	
7066	R & A SAFETY LLC	42806	PRE EMPLOY	08/24/2023	90.50	.00	
7066	R & A SAFETY LLC	42819	PRE EMPLOY	08/29/2023	181.00	.00	
7066	R & A SAFETY LLC	42825	PRE EMPLOY	08/30/2023	90.50	.00	
7066	R & A SAFETY LLC	42828	DOT RANDOM	08/30/2023	90.50	.00	
7066	R & A SAFETY LLC	42837	PRE EMPLOY	08/31/2023	90.50	.00	
7066	R & A SAFETY LLC	42861	PRE EMPLOY	08/31/2023	90.50	.00	
Total 7066:					1,719.50	.00	
6069	RAFTELIS	29863	WATER RATE REVIEW	09/13/2023	1,448.75	.00	
6069	RAFTELIS	29863	WATER RATE REVIEW	09/13/2023	1,448.75	.00	
Total 6069:					2,897.50	.00	
4723	RON'S TOWING LLC	23-26722	TOW FEE	09/12/2023	250.00	.00	
Total 4723:					250.00	.00	
7270	RUNNING DEER LLC	091923	release bond 375 e deloney	09/19/2023	6,000.00	6,000.00	09/19/2023
Total 7270:					6,000.00	6,000.00	
13	SAFETY SUPPLY & SIGN CO., I	186216	FLAGS	08/16/2023	4,980.00	.00	
13	SAFETY SUPPLY & SIGN CO., I	186257	SIGNAGE SUPPLIES	08/18/2023	3,296.00	.00	
13	SAFETY SUPPLY & SIGN CO., I	186390	SIGNAGE	08/29/2023	644.40	.00	
Total 13:					8,920.40	.00	
7032	SANCHEZ-MACHUCA, ROSA	092523	EQUITY TASK FORCE	09/25/2023	450.00	.00	
Total 7032:					450.00	.00	
231	SHERVIN'S INDEPENDENT OIL	37757	ALIGNMENT	09/06/2023	126.75	.00	
Total 231:					126.75	.00	
4359	SHERWIN-WILLIAMS CO.	1143-4	PAINT	06/15/2023	58.27	.00	
4359	SHERWIN-WILLIAMS CO.	3061-6	PAINT	09/19/2023	45.48	.00	
4359	SHERWIN-WILLIAMS CO.	5533-3	PAINT	06/16/2023	73.22	.00	
4359	SHERWIN-WILLIAMS CO.	7009-2	PAINT	07/19/2023	300.38	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4359:					477.35	.00	
4720	SILVERSTAR	654791 0923	MONTHLY SERVICE	09/01/2023	869.73	.00	
Total 4720:					869.73	.00	
4699	SNAKE RIVER ROASTING	801970	COFFEE	09/13/2023	47.00	.00	
Total 4699:					47.00	.00	
5456	Snow King Mountain Resort LLC	091323	SUMMER PICNIC	09/13/2023	212.11	.00	
Total 5456:					212.11	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334615463	ANIMAL CARE	09/12/2023	15.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334615464	ANIMAL CARE	09/12/2023	80.07	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334615465	ANIMAL CARE	09/12/2023	76.46	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334615466	ANIMAL CARE	09/12/2023	65.52	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334615467	ANIMAL CARE	09/12/2023	43.55	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334615468	ANIMAL CARE	09/12/2023	43.55	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334615469	ANIMAL CARE	09/12/2023	43.55	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334615470	ANIMAL CARE	09/12/2023	31.99	.00	
Total 1505:					399.69	.00	
241	ST JOHN'S HOSPITAL	50000804	CHEM AND LAB	09/07/2023	195.00	.00	
Total 241:					195.00	.00	
251	STANDARD PLUMBING SUPPLY	UNTX53	TEFLON TAPE	09/18/2023	5.34	.00	
Total 251:					5.34	.00	
1054	SUNRISE ENVIRONMENTAL	141054	KRYSTAL ICE	08/29/2023	524.71	.00	
Total 1054:					524.71	.00	
7076	SUSTAINABLE STRATEGIES DC	3573	GRANT SERVICES SEPTEMBER	09/01/2023	7,500.00	.00	
Total 7076:					7,500.00	.00	
581	TETON COUNTY INTEGRATED	636127	DUMP FEES	09/07/2023	11.00	.00	
Total 581:					11.00	.00	
55	TETON COUNTY SHERIFF'S-JAI	655	AUGUST INMATES	09/11/2023	792.00	.00	
Total 55:					792.00	.00	
268	TETON MOTORS INC	5107445	PAD KIT	08/28/2023	742.12	.00	
268	TETON MOTORS INC	5107544	SPORT	09/05/2023	78.88	.00	
Total 268:					821.00	.00	
3237	THE AFTERMARKET PARTS CO	83137541	VALVE	09/01/2023	614.31	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3237:					614.31	.00	
6692	The Lodge @ Jackson Hole	11395	EVENT ROOM FEE	09/19/2023	558.00	.00	
Total 6692:					558.00	.00	
70	THYSSEN KRUPP ELEVATOR C	1164621	Parking Garage - yearly elevator s	06/29/2023	700.00	.00	
Total 70:					700.00	.00	
6363	TMSC LLC	2023-005-6 09	155 E PEARL	09/19/2023	3,834.00	.00	
6363	TMSC LLC	2023-005-6 09	FACILITIES MAINTENANCE	09/19/2023	270.86	.00	
6363	TMSC LLC	2023-005-6 09	FACILITIES MAINTENANCE	09/19/2023	270.86	.00	
6363	TMSC LLC	2023-005-6 09	FACILITIES MAINTENANCE	09/19/2023	406.28	.00	
Total 6363:					4,782.00	.00	
7311	TOP TIER TOOLS LLC	CEP34924460	TOOLS	09/12/2023	194.75	.00	
Total 7311:					194.75	.00	
3881	VALLEY OFFICE SYSTEMS	AR1206993	CONTRACT COPIER	08/24/2023	720.14	.00	
3881	VALLEY OFFICE SYSTEMS	AR1209436	CONTRACT COPIER	08/31/2023	124.82	.00	
Total 3881:					844.96	.00	
1949	VERIZON WIRELESS	9943406045	MONTHLY SERVICES	09/01/2023	11,792.79	.00	
Total 1949:					11,792.79	.00	
4848	WAMCO LAB, INC.	14838	DMRQA STUDY	09/07/2023	180.00	.00	
Total 4848:					180.00	.00	
1640	WESTERN STATE	IN002508340	SOCKET AS	08/25/2023	44.39	.00	
1640	WESTERN STATE	IN002518386	SWITCH	09/05/2023	91.44	.00	
Total 1640:					135.83	.00	
6704	WSP USA ENVIRONMENT & INF	S67132595	STORMWATER MANAGEMENT	09/13/2023	15,749.42	.00	
Total 6704:					15,749.42	.00	
3619	WY CHILD SUPPORT ENFORCE	092023	case#244124	09/20/2023	34.61	34.61	09/20/2023
Total 3619:					34.61	34.61	
504	WYDOT	092523	2 NEW PLATES	09/25/2023	30.00	.00	
Total 504:					30.00	.00	
5788	WYOMING GARAGE DOOR, LLC	2673	SERVICE CALL	08/29/2023	376.00	.00	
5788	WYOMING GARAGE DOOR, LLC	2674	SERVICE CALL	08/29/2023	125.00	.00	
5788	WYOMING GARAGE DOOR, LLC	2675	SERVICE CALL	08/08/2023	461.00	.00	
Total 5788:					962.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7308	WYOMING WILDERNESS ASSO	082323	JH INTERTRIBAL GATHERING	08/23/2023	5,000.00	.00	
Total 7308:					5,000.00	.00	
2842	YELLOW IRON EXCAVATION, LL	88203	ANIMAL SHELTER TRASH	08/31/2023	180.00	.00	
2842	YELLOW IRON EXCAVATION, LL	88204	SNK HOUSING	08/31/2023	720.00	.00	
Total 2842:					900.00	.00	
Grand Totals:					562,800.52	36,920.15	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

STAFF REPORT



Meeting Date:	October 2, 2023	Meeting Title:	Council Special Meeting-Consent
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	TEMPORARY SIGN PERMIT Teton Science Schools (P23-169)	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.

Teton Science Schools has requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their 13th Annual Murie Spirit of Conservation Awards (see attached for 11' x 9' vinyl).

- 105 Buffalo Way, Albertsons:
 - October 4-17, 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 the display 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 4-17, 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 (P23-169) for Teton Science Schools including the three conditions of approval recommended by the Planning Director in this staff report dated October 2, 2023.

Location: 105 Buffalo Way (Albertson's)
Banner Design: 11' x 9'
Material: Vinyl

Teton Science Schools



Murie Spirit
OF
CONSERVATION
AWARDS

13TH ANNUAL MURIE SPIRIT OF CONSERVATION AWARDS

HARMONY WITH NATURE

**CELEBRATING
BHUTAN'S LEADERSHIP
IN CONSERVATION**

HONORING

**THE KINGDOM OF BHUTAN
AND
HER MAJESTY
TSEYRING PEM WANGCHUCK
THE QUEEN MOTHER OF BHUTAN**

**Tuesday
October 17
7:00 p.m.**

Center for the Arts
240 South Glenwood Street,
Jackson, WY 83001

PURCHASE TICKETS: WWW.TETONSCIENCE.ORG/MURIE/TICKETS



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

150 East Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

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

EVENT NAME:

Event Name: Arctic Spirit of Conservation Physical Address of Event: 240 S. Glenwood St. Jackson, WY 83001
Description of Event: Awards (Annual Awards Ceremony)
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: 700 Coyote Canyon Rd Phone: 307 249 7879
E-mail: tiffany.kelly@tetonscience.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</u>	Physical Address: _____
Dates of Display: <u>Oct 2 - Oct 17</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 ☐

Staff notes change of date
requested via email on
9/20/2023 to Oct 4-17

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

Date

Applicant Name Printed

Title

STAFF REPORT



Meeting Date:	October 2, 2023	Meeting Title:	Regular – Consent
Submitting Department:	Engineering	Presenter:	Brian Lenz
Agenda Item:	Lower Valley Energy Sewer Connection Agreement (E23-0256)	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and consider a wastewater connection and use agreement between the Town of Jackson and Lower Valley Energy ("Connection Agreement").

Requested Action.

Staff requests Council review and consider the Connection Agreement.

Recommendations.

Staff recommends Council approve the Connection Agreement.

Background.

At the May 1, 2023 Town Council Regular Meeting, Council approved a sewer connection request for a proposed new Lower Valley Energy (LVE) workforce housing development (E23-0024). This approval for connection also necessitated a Connection and Use Agreement (CUA) with Melody Ranch Improvement and Service District (ISD) that would accommodate additional service area including the LVE development. The CUA with Melody Ranch ISD was approved by Council at the June 26, 2023 Regular Town Council Meeting. With that agreement in place, staff negotiated and prepared the CUA for LVE, attached to this staff report.

Analysis & Key Policy Questions.

Key Policy Question: Does Council approve the Agreement as presented in the attachment to this staff report?

The Agreement memorializes relevant Council required conditions of approval from the May 1, 2023 Council Meeting and staff recommends approval by Council. All conditions not covered by the Agreement will be met with subsequent agreements or permits.

Possible Alternatives.

Council could alternatively:

1. Approve the LVE CUA with modifications as directed.
2. Direct staff to further negotiate with the applicant and present a revised LVE CUA at a future Council meeting.
3. Vote against the LVE CUA.

Comprehensive Plan & Priority Alignment.

While this item does not align with any specific Policy or action in the Comprehensive Plan, it relates to Common Value #1: Ecosystem Stewardship, Principle 1.2 - Preserve and enhance surface water and groundwater quality.

Fiscal Impact.

The CUA itself does not include a fiscal impact. However, in the final step of the Town's county sewer connections process, one-time capacity fees will be collected, plus ongoing monthly base and usage charges thereafter. Pursuant to Title 13 of the Municipal Code, these fees/charges are determined at the time of connection permit issuance.

Operation and maintenance costs increase for the sewer collection and treatment systems when additional parties/developments are connected to the Town's sewer system. Additionally, there are corresponding reductions in the Town system's remaining capacity.

Staff Impact.

Drafting and negotiating the Agreement required approximately 6 hours of time for the Town Attorney, with an additional 3 hours from the Town Engineer and Public Works Director, and 1 hour for Administration review for a combined total of approximately 10 hours of staff time.

Attachments or Links.

1. Wastewater Treatment Facilities Connection and Use Agreement Between the Town of Jackson and Lower Valley Energy
2. May 1, 2023 Staff Report (E23-0024)

Suggested Motion.

I move to approve the Wastewater Treatment Facilities Connection and Use Agreement Between the Town of Jackson and Lower Valley Energy and authorize the Mayor to execute the Agreement, subject to minor changes by staff.

**WASTEWATER TREATMENT FACILITIES CONNECTION AND USE AGREEMENT BETWEEN
THE TOWN OF JACKSON AND LOWER VALLEY ENERGY**

This Wastewater Treatment Facilities Connection And Use Agreement Between The Town Of Jackson and Lower Valley Energy ("**Agreement**") is made between the Town of Jackson, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 ("**Utility**") and Lower Valley Energy, a Wyoming cooperative utility of the State of Wyoming, of P.O. Box 188, Afton, WY 83011 ("**LVE**").

RECITALS

WHEREAS, the Utility is the owner and operator of a wastewater treatment plant and associated facilities, including wastewater collection and interceptor mains ("**Utility Wastewater System**"), and by means of these facilities makes wastewater collection and treatment services available to residents of the Town of Jackson and, in some instances, to adjacent or nearby areas of Teton County, Wyoming; and

WHEREAS, the Town of Jackson Municipal Code, as amended, provides that the Utility has exclusive control and management of the Utility Wastewater System, has exclusive management and control of such System as provided to all users within the Town of Jackson and those voluntarily electing to connect, but lying outside the corporate limits of the Town of Jackson, and has the authority, from time to time, to make such rules and regulations as are necessary for the complete management and control of the Utility Wastewater System; and

WHEREAS, Town of Jackson Municipal Code, as amended, provides, further, that the Utility shall not be responsible for the maintenance, repair, or operation of sewer services, service laterals, or any of their appurtenant elements extending from the outside diameter of the Utility Wastewater System to the point of use; and

WHEREAS, LVE owns the properties located outside the Town of Jackson legally described as PT. NE1/4NE1/4 SEC. 20, TWP. 40, RNG. 116; PIDN: 22-40-16-20-1-005 with a street address of 4000 S Hwy 89; PIDN: 22-40-16-21-2-00-005 ("**Property**"), upon which it is developing housing for LVE employees pursuant to Teton County Development Plan DEV2022-0010; and

WHEREAS, on _____, the Utility and the Melody Ranch Improvement and Service District ("**District**") executed a *Wastewater Treatment Facilities Connection and Use Agreement Between the Town of Jackson and Melody Ranch Improvement and Service District* ("**Melody Connection and Use Agreement**") to formalize procedures between the Utility and the District for sewer connection and wastewater treatment, as well as to clarify the terms and conditions under which any owner of property not expressly permitted via the Melody Connection and Use Agreement may connect to the Utility Wastewater System through District owned infrastructure (collectively the "**Melody Wastewater Conveyance System**");

WHEREAS, on May 1, 2023, the Jackson Town Council voted to approve LVE's request for wastewater service from the Utility for 6 ARU dwellings (with 2 bedrooms each) and 17 single dwelling residences (estimated at 3 bedrooms each) for a total maximum wastewater production of 8,500 gallons per day, as set forth in Town of Jackson application E23-0024, ("**Approved Development**"), subject to conditions of approval, all of which is memorialized in the public record, to be connected to the Utility Wastewater System via the Melody Wastewater Conveyance System.

NOW THEREFORE, in consideration of the foregoing Recitals, which expressly hereby made a part of this Agreement, it is hereby agreed by and between the parties as follows:

1. Permission to Connect to the Utility Wastewater System.
 - A. Utility hereby authorizes LVE to connect its gravity sewer(s) and appurtenances (“**LVE Wastewater System**”) to the Utility Wastewater System. Service shall be provided via the Melody Wastewater Conveyance System, all as more particularly described and set forth in Exhibit 1, attached hereto and made a part hereof by this reference.
 - B. This Agreement is exclusive to the one connection set forth in Exhibit 1. LVE has no right to additional wastewater connections for itself nor to increase its wastewater connection service size.
 - C. LVE may not allow any party to connect to the LVE Wastewater System as a means of connecting to the Utility Wastewater System absent advance, written request and approval from the Utility.
2. Agreement to Treat Wastewater.
 - A. Utility hereby agrees to provide sanitary sewer services to LVE for the Property for the Approved Development pursuant to the terms and conditions set forth herein, ordinances of the Town of Jackson, the Wyoming State Statutes.
 - B. Notwithstanding the foregoing, the Utility may, in its sole discretion, interrupt or reduce wastewater treatment service due to:
 - i. System emergencies; or
 - ii. In order to install equipment, make repairs, replacements, investigation, and inspections; or
 - iii. Perform maintenance work on the Utility Wastewater System.
3. LVE Responsibilities.
 - A. LVE is subject to and responsible for compliance with the applicable terms and conditions of the Melody Connection and Use Agreement, via which it is connecting to the Utility Wastewater System as an Outside Party (as defined in that Agreement).
 - B. LVE is solely responsible for paying all costs and expenses associated with the design, construction, use, operation, maintenance, and repair of the LVE Wastewater System, as well as all costs of connecting and maintaining the connection of the LVE Wastewater System to the Melody Wastewater Conveyance System.
 - C. LVE must apply for, receive, and maintain compliance with all necessary permits to construct and operate the LVE Wastewater System from the Wyoming Department of Environmental Quality (“**DEQ**”) prior to connection to the Melody Wastewater Conveyance System (the “**DEQ Permit**”). The DEQ Permit does not relieve LVE from any duty to obtain and maintain any other permit or authorization that may be required by any provision of federal, state, or local codes and ordinances; nor does it permit violation of any section of federal, state, or local codes and ordinances.
 - D. In the event of any damage, infiltration, contamination, or intrusion to the LVE Wastewater System, LVE shall promptly notify the Utility of the event; advise the LVE of the measures LVE is taking to remedy the problem(s); complete all repairs within a reasonable timeframe; and notify the Utility when all such repairs have been completed.
 - E. Should the Utility be notified by state or federal agencies with jurisdiction over the Utility Wastewater System, that the LVE Wastewater System or this Agreement is out of compliance with law, regulations, permits, reporting, or deficient in a like way, LVE shall timely and fully cooperate with the Utility to remedy the compliance or deficiency issue, up to and including, disconnection. All parties shall pay the costs for their own systems.
4. Wastewater Rates, Charges, and Fees.
 - A. The wastewater rates, charges, and fees for LVE shall be in accordance with the standard service policies and user rates established by the Utility via ordinance and in accordance with Wyoming State Statutes, including that wastewater rates, charges, and fees are subject to change, and the changes thereto are applicable to LVE.

- B. It is acknowledged and agreed that the Property is outside the Town of Jackson corporate limits, and consistent with Wyoming State Statutes, LVE may be subject to different rates, charges, and fees than those within the corporate limits of the Town.
- C. *Wastewater Capacity Fee.* Prior to connection to the Utility Wastewater System, LVE must pay a non-refundable Wastewater Capacity Fee for the Approved Development that runs with the land. Such Capacity Fee will be paid in accordance with Jackson Municipal Code in effect at the time the Town issues the permit for such connection. If in the future the Property is approved for development in addition to the Approved Development and that additional development requires additional connection(s) and/or an increase its wastewater connection service size, LVE will be assessed additional Wastewater Capacity Fees, which fee will be paid in accordance with the Jackson Municipal Code in effect in the Jackson Municipal Code at the time the Town issues the permit for such connection.
- D. *Wastewater Line Service Costs (Connection Costs).* Prior to and during connection to the Utility Wastewater System, LVE may be charged costs to connect to or tap into the Utility Wastewater System. Such costs will be paid in accordance with the Jackson Municipal Code, as it may be amended from time to time, at the time the Town issues the permit for such connection.
- E. *Recurring Wastewater Rates.* LVE will pay wastewater rates consistent with the Jackson Municipal Code and the adopted fee schedules of the Town of Jackson, as each may be amended from time to time.
 - i. *Base Charge.* LVE must make regular and normal base charge payments for the collection and treatment of wastewater.
 - ii. *Volume Rate.* LVE must pay for its wastewater volume in accordance with their wastewater class, as the class is determined in the sole discretion of the Utility and pursuant to Jackson Municipal Code §13.08.013, as the same may be amended from time to time.
 - iii. *Metering.* All wastewater volume from the Approved Development shall be measured and invoiced based on water use and the Town Municipal Code. When automatic readings by the Utility are not possible LVE shall be responsible for reading the master meter and conveying that reading to the Utility monthly. The Utility retains the right, and is granted access to the LVE property, to read the master meter at reasonable times. LVE may be required by Utility to meter or verify wastewater volumes utilizing the metering manhole.
- F. *Invoicing.*
 - i. LVE is responsible for billing individual units within the Approved Development.
 - ii. Invoicing for LVE will commence at such time as the LVE Wastewater System, including its water meter, is installed but charges will not be incurred until actual use commences.
 - iii. The Utility will regularly prepare an invoice to LVE for wastewater services for the Approved Development as a single customer and use.
 - iv. Pursuant to Wyoming State Statutes, in the event LVE fails to pay an invoice within thirty (30) days after it is due, the amount thereof, together with a penalty of 10%, and a reasonable attorney's fee, may be recovered in a civil action by the Utility.
 - v. Utility's billing may include surcharges for extraordinary strength wastes in accordance with the Town of Jackson ordinances, resolutions, and regulations for wastewater.

5. Design and Construction.

- A. LVE shall employ a Wyoming licensed professional engineer for the design and permitting of the LVE Wastewater System. The design must provide a "metering manhole" with a manufactured flume and configuration acceptable to Utility and in compliance with the flume at or near the point of connection of the Utility Wastewater System and the Melody Wastewater Conveyance System. This flume may be used by the Utility, LVE, or District to verify wastewater volumes.
- B. The water supply to the Approved Development shall be master metered.
- C. The construction and quality control testing shall be monitored by a Wyoming licensed professional engineer responsible for verifying that construction conforms to the project plans and specifications.

Inspection reports and test results shall be submitted to the Utility weekly during construction and upon completion of construction, and prior to the Town Engineer's final inspection.

- D. Record drawings shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the improvements and property boundaries, GIS Shape files with metadata and in any other format deemed suitable by the Town Engineer.
- E. LVE is solely responsible for construction of the LVE Wastewater System to the point of connection to the Melody Wastewater Conveyance System.
- F. LVE shall follow the more stringent of the International Plumbing Code, DEQ, or the Utility's standards that apply to applicable construction, as reasonably interpreted by the Town Engineer. The Utility shall be contacted and will complete a final inspection of the new system installation prior to any discharge to the Melody Wastewater Conveyance System.

6. Inspections and Notifications.

- A. Upon reasonable notice to LVE, which notice shall include reasonable proof of contamination, infiltration, or intrusion, the Utility may require inspection and testing by LVE of the LVE Wastewater System for the purpose of investigating contamination, infiltration, or intrusion and providing a report by a Wyoming licensed professional engineer. Such testing and inspection pursuant to this paragraph shall be at LVE's expense.
- B. Upon reasonable notice to LVE, the Utility shall be granted access to the LVE Wastewater System for the purpose of inspecting and testing the infrastructure, and for the purpose of monitoring the wastewater flow and strength. All such testing shall be at the Utility's expense.
- C. LVE shall notify the Utility prior to any modifications to the LVE Wastewater System.
- D. Utility shall have not less than forty-eight (48) hours' notice to inspect all new connections or modifications to the LVE Wastewater System. The Utility, by such inspection, shall not be responsible for any aspect of any new or modified line, without limitation.

7. Septic, Hazardous, and Unapproved Materials Prohibited.

- A. Septic system waste, hazardous materials, or other unapproved substances shall not be introduced into the LVE Wastewater System or the Utility Wastewater System without prior written approval from the Town Engineer.

8. LVE Voluntary Termination.

- A. LVE has the right to voluntarily terminate this Agreement at any time upon six (6) months' written notice to the Utility of its intent to terminate. At the expiration of the notice period, LVE shall disconnect the LVE Wastewater System from the Utility Wastewater System within thirty days. LVE shall notify the Utility in writing of the date disconnection occurred and shall be responsible for all costs associated with the physical termination and disconnection from the Utility Wastewater system. If LVE disconnects prior to the expiration of the notice period, LVE will be charged the base charge payments described above in this Agreement until the expiration of the notice period.

9. Annexation.

- A. LVE shall not object to annexation of the Approved Development conducted in accordance with State Statutes and will cooperate with the Town in the process of such annexation.
- B. It is acknowledged and agreed by the parties that notwithstanding such annexation, the LVE Wastewater System shall remain owned by LVE and, in accordance with the terms of conditions herein, shall solely, at its cost, be operated, maintained, repaired, and replaced by LVE.

10. Liability; Indemnifications.

- A. Utility shall not have any responsibility or liability for construction, maintenance, or repair of any portion of the LVE Wastewater System.

- B. LVE agrees to indemnify and hold harmless the Town from and against any and all cost, liability, expense, and cause of action resulting from LVE's operation of, or its failure to maintain or repair any portion of, the LVE Wastewater System, its violation of any regulatory agency's rules and regulations applicable to the LVE Wastewater System, the imposition of fines and/or legal costs to the Utility associated with such violation, and for costs related to damages resulting from any improper discharge into the Utility Wastewater System by LVE, which indemnification includes all costs of defense (including reasonable attorney's fees) for any action or proceedings in which the Utility becomes a party as a result thereof.
- C. In the event that performance of this Agreement is prevented, or interrupted, or service is interrupted or discontinued to LVE for any reason beyond control of the Utility, LVE agrees that there shall be no responsibility or liability on the part of the Utility for failure to perform or provide such service.

11. Violation; Enforcement.

- A. LVE hereby acknowledges that a violation of Title 13 of the Jackson Municipal Code constitutes a violation of this Agreement and may be enforced pursuant to the remedies available in this section.
- B. This Agreement may be enforced by either party by an action at law or in equity, specifically including extraordinary remedies of specific performance and injunctive relief. In the event a party shall be required to bring an action to enforce its rights pursuant to this Agreement, the prevailing party in such controversy shall be entitled to recover, in addition to any and all other relief, all costs, including a reasonable sum for attorney's fees incurred.

12. Notice.

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

Town:

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

LVE:

Lower Valley Energy
236 North Washington Street
P.O. Box 188
Afton, WY 83110
jim@lvenergy.com

All notices hereunder shall include a courtesy copy sent via email to the email address provided above.

13. 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 may be amended anytime by agreement of the Parties, which shall be effective when in writing and duly executed by both parties.
- B. *Waiver.* A waiver by 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.
- C. *Assignment.* This Agreement shall not be assigned or transferred.
- D. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless terminated upon written agreement by the parties, or their heirs, legal representatives, and successors.

- E. *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.
- F. *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.
- G. *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.
- H. *Recordation.* The parties agree that this Agreement shall be recorded in the land records of the Office of the Teton County Clerk, Teton County, Wyoming against each of the Lots being served by the Utility. LVE shall pay all recording fees.
- I. *Counterpart Signature; Electronic 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.
- J. *Governing Law, Jurisdiction, Construction.* This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Wastewater 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 Wastewater 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.
- K. *Immunity.* Notwithstanding any other provision herein, Utility 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.

IN WITNESS WHEREOF, this Agreement shall be effective as of the last date signed below.

LOWER VALLEY ENERGY,
A cooperative utility
of the State of Wyoming

BY: James R Webb, its President / CEO

DATE: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by James R Webb, as the President/CEO of Lower Valley Energy, this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public

My commission Expires:

TOWN OF JACKSON,

A municipal corporation
of the State of Wyoming

BY: _____, Mayor

DATE: _____

ATTEST: _____, Town Clerk

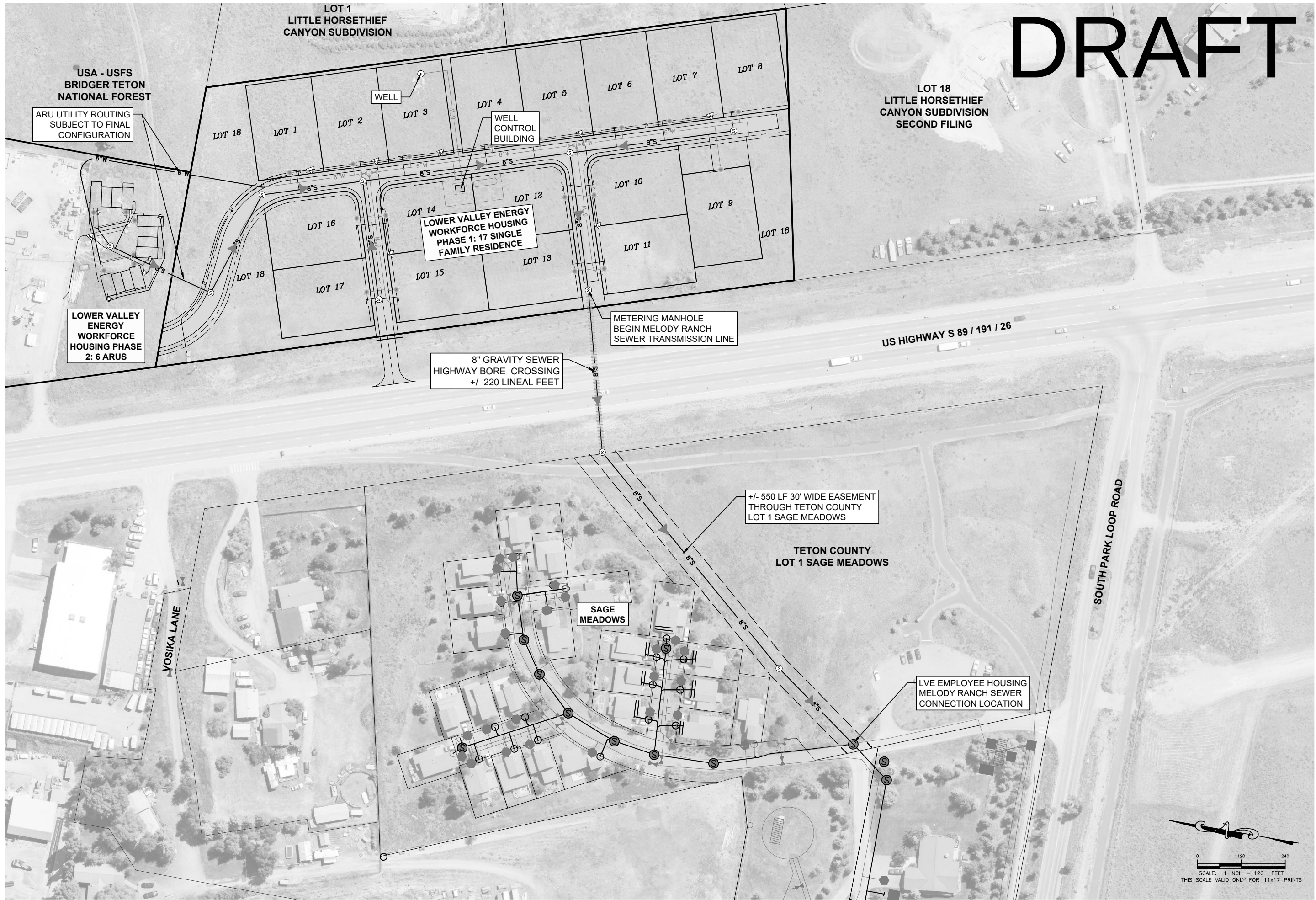
STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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

Witness my hand and official seal.

Notary Public

My commission Expires:

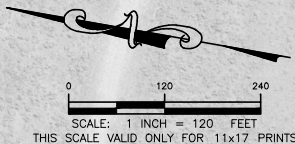


DRAFT

PROJECT TITLE:
LVE WORKFORCE HOUSING PROJECT
SANITARY SEWER EVALUATION
SOUTH HIGHWAY 89
TETON COUNTY, WYOMING

SHEET TITLE:
EXHIBIT 1
LVE TRANSMISSION LINE

DRAFTED BY:	JK
REVIEWED BY:	AJ
PLAN VERSION	DATE
SEWER EVALUATION	11/12/2021
CONNECTION COORD.	06/28/2022
TC COORDINATION	08/08/2022
MELODY PROPOSAL	10/05/2023
CONNECTION EXHIBITS	01/05/2023
TOJ CUA	09/13/2023
PROJECT NUMBER	21135
SHEET	C1.0



STAFF REPORT



Meeting Date:	May 1, 2023	Meeting Title:	Regular
Submitting Department:	Public Works	Presenter:	Brian Lenz, Town Engineer
Agenda Item:	E23-0024: Lower Valley Energy 4000 S HWY 89 Sewer Connection Request	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider a new Town sewer collection and treatment services connection request for a new development.

Requested Action.

Staff requests Town Council consider the applicant's request for Town sewer collection and treatment services.

Recommendations.

Staff recommends approval of the applicant's request for Town sewer collection and treatment services subject to 1) the recommended conditions of approval, 2) that the recommended conditions of approval, are met with any permit or are set forth in a connection and use agreement that will be subject to Council consideration at a future meeting, and 3) any other agreements or process determined necessary to complete the request.

Background.

PURPOSE AND APPLICABILITY

The application presented is a request to the Town of Jackson to connect the proposed Lower Valley Energy ("LVE") Workforce Housing sewer systems to Town of Jackson Wastewater Treatment Plant via the existing Melody Ranch ISD sewer collection system and to establish the conditions for allowing the connections. The proposed development is located outside of the Town's corporate limits and within 500 feet of an existing contracted sewer service area (Melody Ranch ISD).

The request for service is the first step in a three-step Town process for all properties outside the Town boundaries and outside an existing contracted service area to connect to Town services. If Council approves the request, the second step is the execution of a connection and use agreement ("CUA") between the Applicant and Town, and the third step is permitting of the improvements and construction required to connect the Applicant's private systems to the Town's system. Staff notes that until such time that all three steps in the process have been completed there is no guarantee of connection to Town services. See the TOWN PROCESS FOR WATER AND SEWER SERVICE REQUESTS section below for more detail on the process.

EXISTING DEVELOPMENT

The request as presented is for properties owned by Lower Valley Energy (LVE) located at 4000 South Hwy 89 and the adjacent lot to the south. The parcels are identified as: PIDN 22-40-16-20-1-00-005 and PIDN 22-40-16-21-2-00-005. See the vicinity map below for further detail. Existing uses on the property are commercial and light industrial that support LVE operations and vacant land, respectively. Existing wastewater operations are currently handled by onsite wastewater disposal systems that dispose of treated sewage underground.

PROPOSED DEVELOPMENT

LVE is proposing to develop housing for its workforce in two phases of construction: Phase 1 will include 6 ARU dwellings with 2 bedrooms each, and Phase 2 will include 17 single dwelling residences with 3 bedrooms each.

At this time there is no plan proposed to connect the existing commercial and light industrial uses to the collection system.

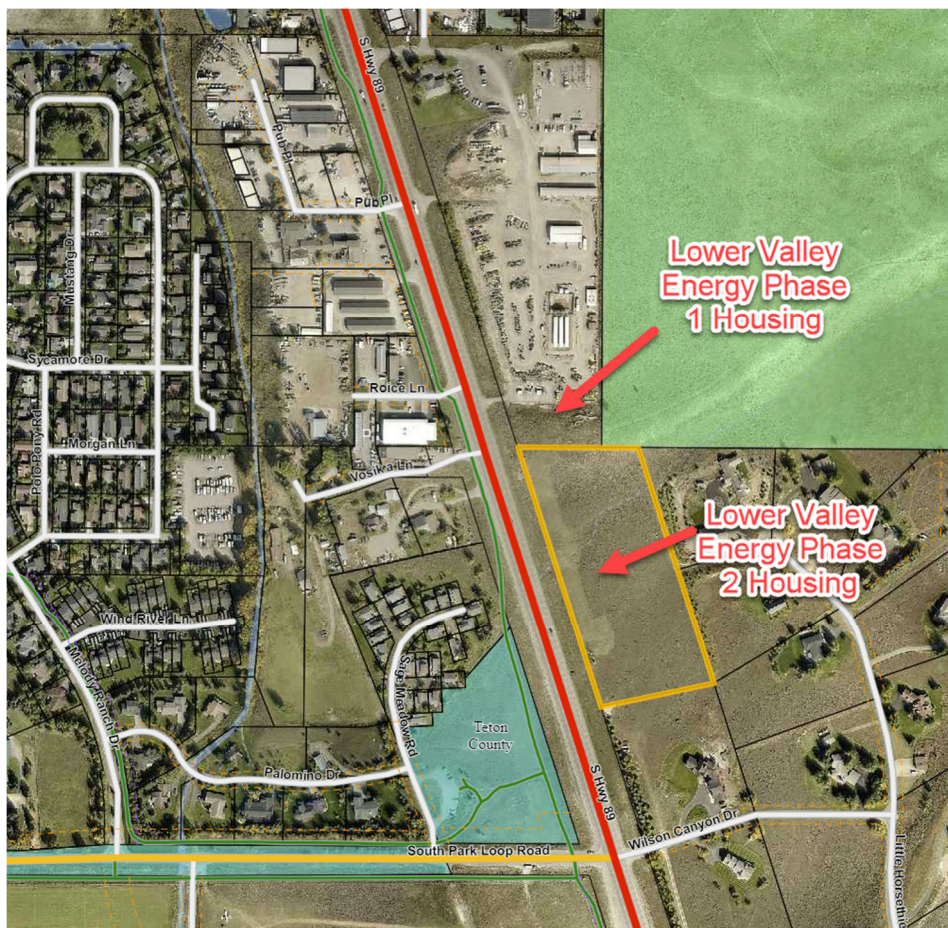


Figure 1 Vicinity Map showing the parcels proposing to connect.

The on-site collection systems will likely be privately owned and the portion **within the Melody ISD will be annexed into the Melody Ranch ISD** pending Council Approval and negotiations between LVE and the Melody Ranch ISD. The on-site collection system and the conveyance system will not be owned, operated, or maintained by the Town.

The application contemplates potential future connections of properties within 500 feet of the proposed housing project.

Due to the high costs of establishing an ownership entity, designing, and permitting the collection and conveyance systems the Applicant is waiting until they have approval from the Town to provide services before taking on the next steps in designing, permitting, and constructing their systems.

The LVE system will connect to the Town through the Melody Ranch ISD sewer collection system. Agreements between the Town and Melody Ranch ISD and between LVE and Melody Ranch ISD are necessary to approve a connection to the Town's system.

TOWN PROCESS FOR SEWER SERVICE REQUESTS

For all developments that request connection to Town sewer services and are outside the Town corporate limits and outside existing contracted service areas, the Town applies the following process.

Step 1: Request for Service

A Miscellaneous Planning Application is filed by an applicant to request Town sewer service(s). Staff review of this application is used by Town Council to make an initial determination on whether to provide services or not. This initial step is based upon preliminary information provided by the applicant and includes staff identifying the conditions of approval that will be further defined in a CUA. The Applicant is currently proceeding through Step 1. If Council approves the requests for service, the Applicant will advance to Step 2.

Step 2: Connection and Use Agreements

Staff works with the Applicant to draft a CUA that includes the conditions of approval identified during Step 1 and other necessary contract or permitting terms. If approved by Council and the Applicant, the CUA will be executed and recorded with the Teton County Clerk.

Step 3: Permits to Construct

Prior to construction of any infrastructure connecting to the Town's systems, all fees must be paid and permits for the construction of said infrastructure must be issued by the Town. Any Step 1 conditions of approval not satisfied in Step 2 are to be addressed with the permitting. These items are typically technical in nature and reconciled with final design plans.

Analysis and Key Policy Questions.

SEWER COLLECTION AND TREATMENT

The Applicant's proposed private sewer collection system for the properties is a gravity collection system that flows to a private conveyance system owned by the Melody Ranch ISD. A new 8-inch sewer main is proposed to cross beneath South Highway 89, then through a proposed 30-foot wide easement through Teton County Lot 1 Sage Meadows where it will tie into an existing manhole in Melody Ranch. Sewage from the Applicant will be characteristic of residential wastewater. Sewage sampling may be required to establish the actual makeup. See Figure 2 below for more information.



Figure 2 Proposed Development plan and connection to Melody Ranch ISD

Sewer Line Infrastructure (Collection) Upgrade Needs

Because this area was not considered in the modeling during the recent Capacity Study, the Applicant will be responsible for modeling the impacts the connection would have on facilities downstream of the connection and paying for any and all necessary upgrades required by the connection. Should Council approve this request for sewer service, the Town will work with the Applicant to evaluate and determine any necessary improvements to the Town's sewer and treatment systems.

Wastewater Treatment Plant Overall Capacity

The Town's Wastewater Treatment Plant ("Plant") currently has capacity to accept the additional sewage from this development as presented in the application. While the addition of this development as a new contracted service area will not significantly reduce the amount of time remaining before treatment plant upgrades would be required, it will still reduce that amount of time.

WATER AND SEWER SYSTEMS EVALUATION REPORT (CAPACITY REPORT)

This proposed development was not included in the 2020-2021 Capacity Study and will have impacts on the system that were not considered.

CONSIDERATIONS

Staff has considered the following factors in recommending its approval:

- A. New Development
Staff finds that the proposed connection is for new development and that no existing development is planned for connection to the proposed sewer system.
- B. Expanded Service Area and Capacity Timeline
Staff finds that this request is from outside the Capacity Study area and will reduce the future capacity timeline for the treatment plant and other necessary upgrades. The potential service area could reduce the capacity timeline for the sewer treatment plant by less than a year based on current capacity modeling.
- C. Zoning Consistent with Comprehensive Plan
Staff finds that the applicant has made the finding that the application is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan as well as reducing the potential expansion of the Business Park Zone thus preventing an increase in commercial development.
- D. Deed Restricted And/or Workforce Housing
As presented, staff finds that there are no existing deed restricted or workforce housing units included in the application service area, but rather it is presented that the development will remain in the ownership of Lower Valley Energy for use by their employees.
- E. Potential For Reduced Environmental Impact
Staff finds that the proposed connection will eliminate a de-centralized point source for groundwater pollution by eliminating an on-site septic and underground injection system.
- F. Geographical Location
Staff finds that the proposed project is generally located within or proximate to a developed area and existing sewer infrastructure is reasonably accessible and legal access is obtainable.
- G. Costs To Upgrade and Impacted User Classes
Staff finds that the proposed connection costs of improvements and upgrades will be borne by the applicant and at no cost to the current rate payers. The new infrastructure will be designed, constructed, operated, and maintained by the applicant. Per condition 3 below the applicant may be required to test to determine wastewater composition and strength to determine whether an additional surcharge fee will be required in order to not impact other users.

CONDCTIONS OF APPROVAL

If this request for service is approved by Council at this initial step, staff recommends the following conditions of approval:

STANDARD CONDITIONS OF APPROVAL

- A. If approved by Town Council, the Connection and Use Agreement (CUA) for sewer services requires Town Council Approval.
- B. That a Connection and Use Agreement for Sewer Services be executed by the Town Council not more than one year from the date of the motion to approve the request for services.
- C. The infrastructure shall be designed, permitted, constructed, owned, operated, maintained, repaired, replaced, etc. by the Applicant at the Applicant's sole cost, unless otherwise established in the CUA.
- D. Applicant shall provide all the required exhibits for the Agreement. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer. Plan sheets should be scalable at 11"X17". Exhibits include but are not limited to: maps of the proposed service area, plans of the proposed infrastructure, lists of parcels with address and development information, etc.
- E. For existing lots, the Connection and Use Agreement(s) shall be recorded with the Teton County Clerk for each lot approved for connection. Applicant is responsible for all Teton County Clerk recording fees.
- F. Applicant is required to secure all easements and permissions necessary to complete the collection and conveyance systems.
- G. Applicant is responsible for any required pre-treatment (e.g., grease, odor, nitrates, ammonia, etc.) required to produce an acceptable sewage that does not negatively impact the Town's systems.
- H. Prior to construction of any main infrastructure connecting to the Town's systems, or private extensions thereto, permits for the construction of said infrastructure must be issued by the Town.
- I. The applicant will furnish and pay for an Engineer, and in some cases a Resident Project Representative, to represent Engineer at the site and assist Engineer in observing the progress and quality of the work prior to certification after completion.
- J. Prior to issuing permits for construction, applicant must post a financial assurance that complies with Town of Jackson Land Development Regulation 8.2.11 for 125% of the Town Engineer approved cost for the inspection, testing observation, and certification of the system by a licensed Wyoming Engineer.
- K. Prior to the Town Engineer's Final Inspection applicant must provide the Town Engineer record drawings, CAD, and/or GIS files to document "as-built" location and metadata of the improvements as required by the agreement.
- L. Applicant shall agree to annexation by the Town or waive their right to object to annexation as finalized in the Connection and Use Agreement.
- M. Town may hire a Town-selected qualified engineering consultant to review the proposed reports, modeling, plans, specifications, and the like to objectively determine whether each technical report or document is consistent with Town standards, Wyoming DEQ rules and Regulations, design principles and practices in use at the time of application, and/or modeling updates. Prior to execution of the Connection and Use Agreement, the scope and fee for such services will be determined and the applicant must bond for 125% of the fee and pay for all costs of said consultant.
- N. Town may hire a Town-selected qualified engineering consultant to monitor the installation of the improvements. Prior to the issuing of the permit to construct the improvements, the scope and fee for such services will be determined and the applicant must bond for 125% of the fee and pay for all costs of said consultant.

- O. This approval does not relieve the applicant from any duty to obtain any other permit or authorization that may be required by any provision of federal, state, or local codes and ordinances; nor does it permit violation of any section of federal, state, or local codes and ordinances.

REQUEST SPECIFIC CONDITIONS OF APPROVAL:

1. This approval is for: 6 ARU dwellings with 2 bedrooms each, and Phase 2 will include 17 single dwelling residences estimated at 3 bedrooms each; and does not authorize any further connections including to the developments themselves as finalized in the Connection and Use Agreement.
2. Applicant must be a single legal entity responsible for the design, permitting, construction, operation, and maintenance of the proposed on-site collection and conveyance systems that will be party to the Connection and Use Agreement.
3. Applicant may be required to provide samples of effluent tested for Total Suspended Solids and Biochemical Oxygen Demand such that the customer class can be determined for surcharge. Include testing for ammonia and nitrates as well.
4. Applicant will be responsible for all costs to provide technical studies and evaluations of the downstream impact on existing sewers, lift stations, and treatment facilities. This information shall include, but not be limited to, existing population, waste loads, and existing and future flows and capacity of downstream facilities.
5. Applicant shall be responsible for all costs to design, permit, and construct upgrades determined necessary within the Town's systems associated with services for the development. Including compensation for the services rendered by the Town.
6. The proposed collection and conveyance systems and appurtenances shall be designed to provide connectivity to adjacent properties and reduce the need for additional pumping facilities or connections. This includes, but is not limited to, conceptual design for extensions to adjacent properties as conceptualized by the Applicant or other development applications. The systems shall be designed to accommodate, or be scalable, to accommodate future connections from adjacent properties.
7. Wastewater volumes will be billed according to water use and the Town Municipal code. The water supply to the proposed development shall be master metered. When automatic readings by the Town are not possible the Applicant shall be responsible for reading the master meter and conveying that reading to the Town monthly and will be considered one customer; however, the Town retains the right to read the master meter at reasonable times. Billing for connections to the private system shall be the applicant's responsibility as finalized in the Connection and Use Agreement.
8. The applicant shall provide a "metering manhole" with a manufactured flume and configuration acceptable to the Town and in compliance with the flume at or near the point of connection to the Melody Ranch ISD system. This flume may be used by the Town, Applicant or ISD to verify wastewater volumes.
9. Applicant shall not deny any reasonable requests for connection to the system approved by the Town by adjacent properties for costs that recoup expenses for the systems but are not excessive or punitive.
10. The system must obtain a permit to construct from the Wyoming Department of Environmental Quality prior to issuance of any connection permit.
11. Applicant shall be responsible for obtaining all permits, licenses, easements, and agreements for the proposed facilities.
 - a. Including but not limited to: 1) the Town and Melody Ranch ISD executing a connection and use agreement and 2) LVE and Melody Ranch ISD executing an approved connection agreement.

Analysis & Key Policy Questions.

In recent months a neighboring property owner sought to connect to the Melody Ranch ISD wastewater system, and the ISD has become aware that other neighboring property owners may seek to do the same. The Town and the ISD have collaborated to formalize our wastewater service agreement in anticipation of these future connections. Staff finds that the request satisfies multiple findings of consideration as proposed and recommends approving the request.

Key Policy Question: *Does Council approve of staff's recommendation to approve the request to receive Town wastewater collection and treatment services through a Melody ISD connection?*

- ✓ Policy Consideration: Given the Town's initial 1995 commitment to accept and treat wastewater from Melody Ranch, and the likelihood of future requests of nearby properties to seek to connect to the sewer treatment plant via Melody Ranch, policy and practice counsel in favor of formalizing the relationship between the parties and, especially, setting up a routine, established process for requests to connect.

Possible Alternatives.

1. Approve the request to connect subject to conditions of approval, as presented.
2. Approve the request to connect subject to conditions of approval, as modified.
3. Deny the request for services.
4. Other.

Comprehensive Plan & Priority Alignment.

This project relates to the Town Comprehensive Plan Common Value #1- Ecosystem Stewardship. Staff has provided the following sections of the Comprehensive Plan for consideration along with this request.

Common Value #1 – Ecosystem Stewardship

- **Principle 1.2-** Preserve and enhance water and air quality
 - Policy 1.2.c: Monitor and maintain water quality – *calls for monitoring cumulative impacts on water quality and the effectiveness of mitigation efforts and strive to exceed State and Federal requirements for quality and monitoring to enhance water quality in the area.*

Fiscal Impact.

There is a one-time capacity fee that would be collected prior to connection that would be determined by the fees established in the Municipal Code at the time of permit issuance. The ongoing fiscal impact thereafter are the wastewater usage fees paid to the Town. The fee amounts are set forth in Title 13 of the Jackson Municipal Code. New capacity fees were approved by Council and became effective June 21, 2022. The current fees are under review increases to the fees will presented to Council for review and approval in 2023.

USER RATES

When a master meter property is connected to the Town system(s), the customer is charged a base rate and usage rate. These rates cover all costs to operate and maintain the system(s) and are charged monthly as a fixed fee (base rate) and based on the volumes of wastewater collected (usage rate). These are the charges customers see on their sewer bills.

Staff Impact.

Step 1: Staff time during Step 1 has been approximately 12 hours between Public Works, Planning, Legal and Administration staff.

Step 2: Drafting and Consideration of Connection and Use Agreements for Sewer Services will each have the following impacts.

- CUA Sewer Drafting: 4-8 Hours for each Administration, Legal, and Public Works, for a total of 12-24 hours.
- CUA Finalization and Staff Reports: 2-4 Hours for each Administration, Legal, and Public Works for a total of 6-12 hours.

Step 3: Connection Permits for a system can take 8-24 hours.

As estimated above, staff notes that these requests for service outside the corporate limits of the Town are time intensive, including significant time to review, draft, execute, and administer.

The impact to the Town of providing wastewater service to the Applicant at this time is minimal but contributes to the cumulative impact to Public Works staff who maintain the sewer systems, the Finance Department that handles the billing, and to the Wastewater Treatment Plant capacity as the Town continues to connect more customers both within and outside of Town limits.

When additional services are connected to the Town's sewer systems, there is a cumulative impact to the Town's operation and maintenance costs for the wastewater collection and treatment systems and reductions in the Town systems' remaining capacities.

Attachments or Links.

1. The Applicant's application and supporting documents.

Suggested Motion.

I move to:

1. Approve Lower Valley Energy's request for sewer collection and treatment services subject to the conditions of approval set forth in this staff report; and,
2. Direct staff to draft a Sewer Service Connection and Use Agreement and present the Agreement to Council for consideration at a future Council Meeting.



236 N. Washington • P.O. Box 188 • Afton, WY 83110 • 307-885-3175 • Fax: 307-885-5787

Lower Valley Energy – Sewer Connection Request

Prepared For: Lower Valley Energy
Workforce Housing Project
PIDN: 22-40-16-21-2-00-005 & 22-40-16-20-1-00-005

Prepared By: Jorgensen Associates, Inc.
JA Project No. 21135.10

Delivered To: Town of Jackson
C/O Brian Lenz, Town Engineer
PO Box 1687
450 W Snow King Avenue
Jackson Hole, WY 83001

Date: Tuesday, February 28, 2023

Dear Town of Jackson,

Lower Valley Energy (LVE) is requesting connection to the Town of Jackson Wastewater Treatment Plant via the existing Melody Ranch sewer collection system for their workforce housing development located south of the Lower Valley offices along South Highway 89.

The LVE Workforce Housing Project consists of 17 single-family lots within the main parcel and 6 Accessory Residential Units (ARUs) located on Lower Valley's equipment yard to the north. The site layout follows the Development Plan approved by the Teton County Board of Commissioners February 7th, 2023. It is anticipated that the single-family homes for the development will be 3 bedrooms, while the ARUs will have 2 bedrooms.

Based on the proximity to Melody Ranch ISD boundary and the level of treatment the Town of Jackson (TOJ) treatment plant provides, a connection to the TOJ plant via the Melody Ranch wastewater collection system is the best option for a development of this density. The Teton County Land Development Regulations require connection to a community sanitary sewer system if one is within 500 feet of the development and access is obtainable. This development is within 500' of Melody's ISD boundary. Connection to the Melody system is discussed here and illustrated in the accompanying drawing package.

The current design plan is to collect wastewater to a central location along the west boundary of the property. From there the wastewater will gravity flow under Highway 89 and through the Teton County Parcel to an existing manhole at the intersection of Sage Meadows Road and Palomino Drive. The proposed connection point for the development is an existing section of 8-in gravity sewer. From that point the wastewater will enter the existing Melody Ranch sewer collection system for transmission to the Town's treatment plant in southern South Park. This is shown in the drawings accompanying this request letter.

Jorgensen Associates met with County Engineer, Amy Ramage, on August 8th, 2022 to discuss a possible easement through the County Parcel in Sage Meadows. The discussion was positive on the potential easement, however, ultimately the easement will need to be voted on by the Teton County Board of County Commission-

ers (BCC) with a miscellaneous permit. Currently, LVE has completed an appraisal and preliminary easement agreement with Teton County. Once the TOJ connection agreement is finalized, the BCC will vote on the easement.

Proposed Project Timeline (subject to change)

- October 2022: Submit Request for Connect to Melody Ranch ISD for Sewer
- October 2022: Submit Development Application to Teton County
- March 2023: Submit Town of Jackson Sewer Connection Use Agreement
- May 2023: Wyoming DEQ Permit to Construct water and sewer submittal
- May 2023: Submit Grading and Erosion Control Permits to Teton County
- May 2023: Subdivision Plat
- Summer 2023: Construction of utilities

Conversations with the Town of Jackson Engineer have indicated that the following is the appropriate process for LVE's connection:

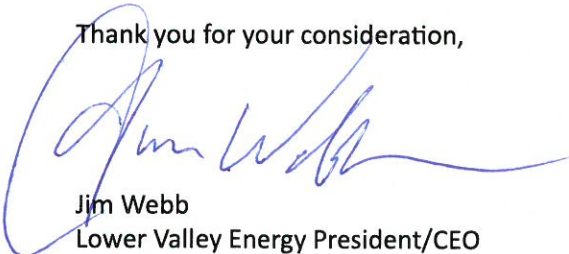
1. LVE makes their application to request service including the letter from Melody Ranch ISD (Planning Application – Other: Request for Sewer Service) submitted to Town Planning
2. Staff Review and present to council. (6-8 weeks minimum)
3. If council approves request for service, LVE can execute their Connectee Agreement once the Melody Ranch ISD CUA is executed.
4. LVE applies for a permit to connect with the Town's Sewer and Water Connections Permit for County Connections (SWP)

Enclosed you will find the necessary materials for the Town of Jackson Application for a Connection and Use Agreement for Water and Sewer Services:

- o Engineers Report
- o Schematic Plan of the Proposed Development
- o Wastewater flow calculations for proposed development and properties within 500' of the development.
- o Letter from Melody Ranch ISD Board

Jorgensen Associates is available to assist at every step of the TOJ approval process to cover this new development under the Melody Ranch ISD and Town of Jackson Connection Agreement including coordination, questions, and other items needed for the application to be successful.

Thank you for your consideration,

A handwritten signature in blue ink, appearing to read "Jim Webb", is written over a large, light blue circular stamp or watermark.

Jim Webb
Lower Valley Energy President/CEO

Melody Ranch Improvement and Service District

c/o Grand Teton Property Management

P.O. Box 4337

Jackson, WY 83001

(307) 733-0205

March 8, 2023

Town of Jackson Planning Department

150 E. Pearl Avenue

P.O. Box 1687

Jackson, WY 83001

**Re: LVE Connection to Town of Jackson Wastewater Treatment System via
Melody Ranch Improvement and Service District Sewer Infrastructure**

To Whom It May Concern:

This letter is in response to a request from Lower Valley Energy (“LVE”) that the Melody Ranch Improvement and Service District (the “ISD”) provide confirmation to the Town of Jackson that the ISD is actively considering allowing LVE to connect to the Town of Jackson’s wastewater treatment system through the Melody ISD’s sewer infrastructure. It is the ISD’s understanding that this will require, at a minimum: approval granted to LVE by the Town; a new Connection Agreement between the ISD and the Town; and a Connection Agreement/Customer Agreement between LVE and the ISD.

Over the past several months, the Board of Directors of the Melody Ranch ISD has been engaged in ongoing, collaborative discussions with LVE regarding this sewer connection, and has been working with its legal counsel and engineer on the various issues required to move forward, including the above-referenced agreements. Please understand that in working through this process, the ISD Board must ensure that the requested connection does not cause unintended, negative consequences for the owners within the Melody ISD that the District is obligated to serve.

This letter shall serve as confirmation that the District Board is actively considering LVE’s request, and is continuing to work with LVE and the Town to allow the desired connection. Please do not hesitate to contact the Board if you have questions.

Sincerely,

/s/ Bob Hammond

Bob Hammond, President

Melody Ranch Improvement and Service District

Board of Directors

**ENGINEER'S REPORT
SUPPLEMENTAL INFORMATION TO THE
APPLICATION FOR CONNECTION TO
TOWN OF JACKSON SEWER SERVICES
SUBURBAN ZONE FOR LOWER VALLEY ENERGY'S
WORKFORCE HOUSING PROJECT**



Prepared For: Lower Valley Energy (LVE)
Workforce Housing Project
PID: 22-40-16-21-2-00-005 & 22-40-16-20-1-00-005

Prepared By: Jorgensen Associates, Inc.
JA Project No. 21135.10
October 2022

Lower Valley Energy is requesting the connection of their properties located along south Highway 89 to connect to Melody Ranch ISD sewer system to allow for the construction of workforce housing. The wastewater from the workforce housing will use the Melody Ranch sewer system to convey the wastewater to the Town of Jackson (TOJ) wastewater treatment plant (WWTP). The Lower Valley Energy (LVE) Workforce Housing Project consists of 17 single-family lots within the main parcel and 6 Accessory Residential Units (ARUs) located on Lower Valley's equipment yard to the north of the main parcel. The ARUs will be developed as a Townhouse Development all owned by LVE while the single family units will be separate lots sold to employees. The current project design is based upon the Conceptual Site Layout, prepared by Hershberger Design, dated June 3rd, 2022. This configuration by Hershberger Design follows the Sketch Plan approved by the Teton County Board of Commissioners May 24th, 2022.

Preliminary conversations with Melody Ranch ISD have indicated that if TOJ accepts the wastewater from the workforce housing development, **the ISD will expand its district's boundaries to include the development.** Prior to completing the development plan for the project, Melody ISD on behalf of LVE are applying for this request to connect. Once TOJ agrees to accept the wastewater and Melody expands their ISD boundary, all other permits will be finalized (DEQ, WyDOT, etc.).

Construction is intended to commence in the spring of 2023, pending development approvals. The project is a private development and will be constructed by Lower Valley Energy. Sanitary sewer utilities will likely be owned and operated by LVE, subject to final agreements.

The information below is provided as supplemental information to the Town Miscellaneous Planning application requesting the connection to Town wastewater facilities.

UTILITY CORRIDORS

Rights of Way within the development will be a minimum of 40' in width. These ROWs will be the main corridors carrying the water and sewer infrastructure. Town of Jackson and Melody Ranch ISD will be granted access during construction for inspections and will be alerted to any testing. These easements will also provide access to the site.

As the future of adjacent lands is determined, easements for connecting utilities will be created where applicable. These easements will be a minimum of 30 ft. wide. The easement sizes described here are



preliminary and as specific infrastructure is sited, these easements will be sized to functionally operate and maintain the facilities.

WASTEWATER SYSTEM

Based on the proximity to the TOJ treatment plant and the level of treatment the plant provides, a connection to the plant is the best option for a development of this density. The Teton County Land Development Regulations require connection to a community sanitary sewer system if one is within 500 feet of the development and access is obtainable. Connection to the Melody system is discussed here and depicted in the accompanying drawing package. The applicant believes a connection to the Town wastewater system is in the best interest of the community and water quality in the area.

Wastewater generation rates from this development were developed using 2018 Wyoming DEQ values. Those values are detailed in the attached exhibit and summarized below. In addition to the projections for this development, projections for properties adjacent to this development were estimated and are included in the attachments.

23 Units	Average Day 4,990 gpd	Maximum Day 8,310 gpd
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Wastewater collection internal to the development is planned as a gravity collection system comprised of primarily 8" PVC pipe. Each lot will have a connection point to the gravity collection main with manholes spaced appropriately for the development. The wastewater collection system will be permitted through the Wyoming DEQ and the Town of Jackson. The initial plan is to collect wastewater to a central location along the west boundary of the property. From there the wastewater will gravity flow under Highway 89 and through the Teton County Exaction Parcel to an existing manhole within Melody Ranch at the intersection of Sage Meadows Road and Palomino Drive. The proposed connection point for the development ties to an existing pipe network of 8-in gravity sewer. From that point the wastewater will enter the existing Melody Ranch gravity sewer collection system for transmission to the Town's treatment plant in southern South Park. The proposed layout is included as part of the supplemental information.

WATER SYSTEM

Domestic water for the project will be supplied by an existing well located within the project area. The existing well is approximately 360 feet deep with a 6-in diameter casing. Based on observations made during drilling, Weber Drilling has estimated a flow of 100 gpm can be expected from the well. A pump test will be performed to define the production. Following test results, the permit for the well will be advanced and the well completed to public water supply well standards. A 10' x 10' well control building is proposed on the south end of the LVE equipment yard within the ARU Development.

The water distribution system for this development will be permitted through the Wyoming DEQ. The distribution system design consists of a network of primarily 6" pipe within the development to supply water for domestic use, landscape watering, and water supply for automatic sprinkler systems. The



network will limit dead end lines, provide isolation valves, and flushing hydrants at appropriate intervals and end points throughout the development. Separate water services will be constructed to each lot with curb stop shut-off valves to be located at the building envelope line for access by the operating entity. Depending upon cost and availability, water mains will be C-900 PVC or Class 350 DIP. Polyethylene (PE) pipe will be used for services in this development unless otherwise noted. Each residential water service in the subdivision will be metered. The following are the expected demand values:

23 Units	Average Day	7,000 gpd	Maximum Day	19,040 gpd	Peak Hour	79.3 gpm
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FIRE PROTECTION

The project is located within the Wildland Urban Interface. Structures within the development will be required to be built to Ignition Resistant 2 construction. Based on the Jackson Hole Fire EMS review of the project, the addition of NFPA 13D sprinklers to all structures allows a reduction in site fire protection regulations. With this addition of automatic sprinklers, the site fire protection will be limited to an independent 10,000 gallon water storage tank and dry hydrant configuration accessible within the development. Fire department access roads will not include turnarounds within the road assembly. A copy of the correspondence with JH Fire EMS is available upon request.

ADDITIONAL CONNECTION CONSIDERATIONS

Metering

Water meters will be installed in each housing unit. Individual meters will meet TOJ Metering requirements. A main water meter will be located within the well control building. The Melody ISD will follow the requirements laid out in the connection agreement negotiated with the Town of Jackson for water flow data.

Wastewater Strength

Wastewater from this development is expected to be typical residential strength. No commercial operations are planned for this development that would produce wastewater other than typical residential wastewater.

Additional Sewer Connections

At this time no additional connections are planned from adjacent properties. However, the properties to the north of Sage Meadow, owned by Robert Kilmain and 89 LLC, are also considering adding additional units and looking for connection to the TOJ wastewater treatment plant. Additionally, the United States Forest Service has had preliminary discussion with LVE for a future housing development on USFS lands adjacent to the LVE properties. As development plans progress for both adjacent properties the applicant will work to incorporate reasonable connection opportunities for those properties.



Based on the report provided by 89 LLC prepared by James Ramage PE and conversations with USFS representatives, the combined maximum daily flow for all three developments may be as much as 17,800 gpd. The projected peak wastewater flow for all developments is 38.7 gpm based on a peak factor of 3.

Permit Requirements

Permitting currently Identified for the design and construction of the sewer infrastructure for this development include the following permits in addition to TOJ Permitting.

- Teton County Development Permit
- Teton County Grading and Erosion Control Permit
- WYDOT Right Of Way Permit
- WyoDEQ Permit To Construct
- WyoDEQ SWPPP Large Construction Permit
- Easement/Miscellaneous Permit with Teton County

Soil Conditions

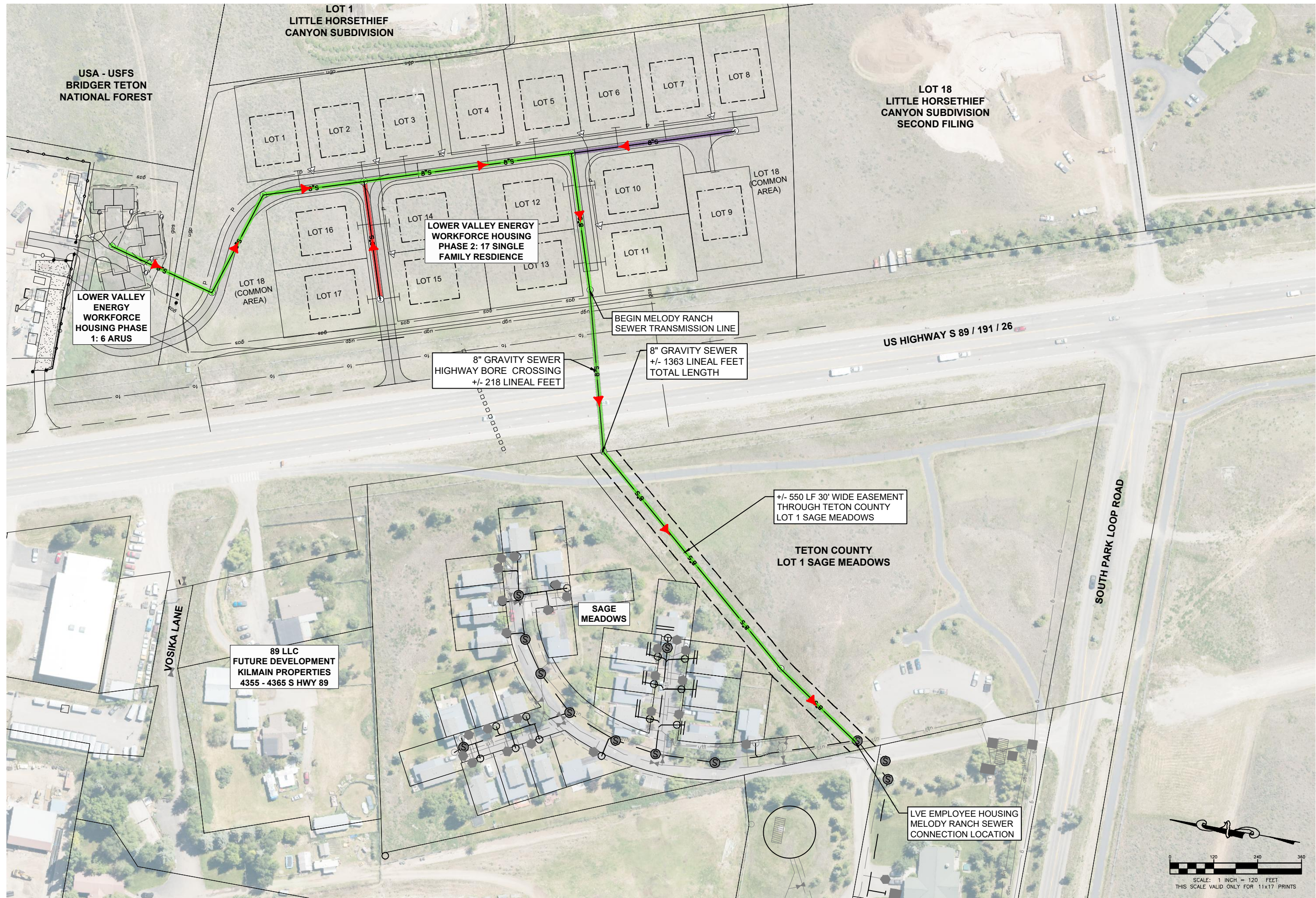
Excavation and drilling in this area have historically shown the underlying soils to be alluvial cobbles and gravels in a sandy/clay matrix. Clay lenses and pockets of other material have been encountered. Teton County describes the vegetation to be primarily sagebrush dry shrubland with areas of mixed herbaceous grassland and non-irrigated agricultural fields.

Cable and Natural Gas Utilities

Cable utilities and natural gas service will be provided to each lot of the development. Lower Valley Energy will provide electric power and natural gas service. Main feeders for both natural gas and electric power are available at the properties. At least one, if not all, of the three communications companies, Century Link, Spectrum, and Silver Star, will provide communication services to the development. Connection points for these cable utilities are all on the southern end of the LVE equipment yard. All cable utilities and gas infrastructure will be buried except the required surface equipment.

Natural Hazards

There are no known steep natural slopes (+30%), unstable soils, historic avalanche paths, fault areas, or floodplains, affecting this site.

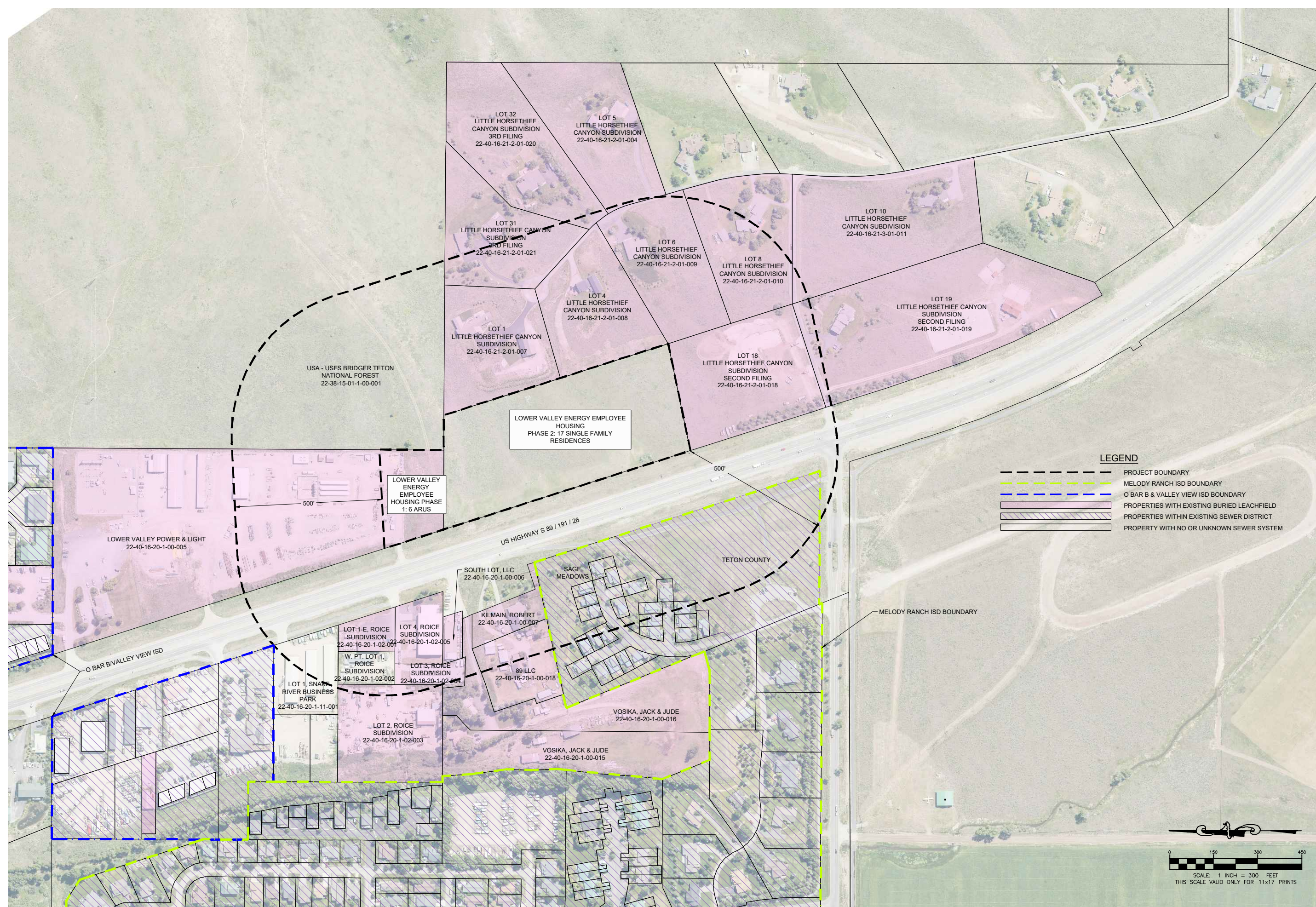




PROJECT TITLE:
LIVE WORKFORCE HOUSING PROJECT
SANITARY SEWER EVALUATION
SOUTH HIGHWAY 89
TETON COUNTY, WYOMING

SHEET TITLE:
LVE SURROUNDING PROPERTIES EXHIBIT

PROJECT NUMBER	21135
SHEET	C1.1





Wastewater Generation Projections Lower Valley Energy Employee Housing

JK/AJ

Date: June 2022

Average Daily Flow ¹ 60%
Peak Hour Factor ² 3.0

SANITARY SEWER PROJECTED FLOWS					
Lower Valley Energy Employee Housing					
PID	Number of Housing Units ⁴	Estimated Bedrooms	Max Flow per Unit, gpd ³	Average gpd	Maximum gpd
Residential Units	17	3	390	3,980	6,630
ARU	6	2	280	1,010	1,680
Total Bedrooms		63			
TOTAL WASTEWATER PROJECTED FLOW, GPD				4,990	8,310
TOTAL WASTEWATR PROJECTED FLOW, PEAK HOUR, GPM					17

Notes:

¹ Typical average day factor of 0.60

² Wastewater Peak Hour Factor for Typical Residential

³ Based on daily flow rates from the WYDEQ CH 25, Table 1, Rev. 06/29/2018

⁴ Value is based on June 3, 2022 plans from Hershberger Design



Wastewater Generation Projections Adjacent Properties within 500 feet LVE Employee Housing- TOJ Connection Supplemental Information

BY: JK/AJ

Date: September 2022

Average Daily Flow ¹	60%
Peak Hour Factor ²	3.5

SANITARY SEWER PROJECTED FLOWS					
Surrounding Properties					
PIDN	Property	Estimated Bedrooms	Max Flow per Property, gpd ^{3&5}	Average gpd	Maximum gpd
22-40-16-21-2-01-004	Lot 5 LHCS	4	470	290	470
22-40-16-21-2-01-007	Lot 1 LHCS	3	390	240	390
22-40-16-21-2-01-008	Lot 4 LHCS	4	470	290	470
22-40-16-21-2-01-009	Lot 6 LHCS	3	390	240	390
22-40-16-21-2-01-010	Lot 8 LHCS	3	390	240	390
22-40-16-21-3-01-011	Lot 10 LHCS	5	550	330	550
22-40-16-21-2-01-018	Lot 18 LHCS	6	630	380	630
22-40-16-21-2-01-019	Lot 19 LHCS	6	630	380	630
22-40-16-21-2-01-020	Lot 32 LHCS	4	470	290	470
22-40-16-21-2-01-021	Lot 31 LHCS	6	630	380	630
22-38-15-01-1-00-001 ⁶	USFS	2 Bedroom 14 Units	3,920	2,360	3,920
22-40-16-20-1-00-005 ^{4&5}	LVE	30 employees at 15 gpd		270	450
22-40-16-20-1-00-015	Vosika	2	280	170	280
22-40-16-20-1-00-016	Vosika	3	390	240	390
22-40-16-20-1-00-018	89 LLC	See Valley West Engineering Memo	4,800	2,880	4,800
22-40-16-20-1-00-007	Kilmain				
22-40-16-20-1-02-001 ^{4&5}	LOT 1-E, ROICE	5 employees at 15 gpd		45	75
22-40-16-20-1-02-002 ^{4&5}	W. PT. LOT 1, ROICE	5 employees at 15 gpd		45	75
22-40-16-20-1-02-003 ^{4&5}	LOT 2, ROICE	5 employees at 15 gpd		45	75
22-40-16-20-1-02-004 ^{4&5}	LOT 3, ROICE	5 employees at 15 gpd		45	75
22-40-16-20-1-02-005 ^{4&6}	LOT 4, ROICE	5 employees at 15 gpd		45	75
22-40-16-20-1-00-006 ^{4&5}	SOUTH LOT, LLC	5 employees at 15 gpd		45	75
22-40-16-20-1-11-001 ^{4&5}	LOT 1 SRBK	1 employee at 15 gpd		9	15
Total Bedrooms		49			
TOTAL WASTEWATER PROJECTED FLOW, GPD				9,259	15,325
TOTAL WASTEWATR PROJECTED FLOW, PEAK HOUR, GPM					37

Notes:

¹ Typical average day factor

² Typical Wastewater Peak Hour Factor for Typical Residential

³ Based on daily flow rates from the WYDEQ CH 25, Table 1, Rev. 06/29/2018

⁴ Value is employees, not bedrooms

⁵ Based on daily flow rates for Office Buildings from the WYDEQ CH 25, Table 2, Rev. 06/29/2018

⁶ Initial communication with USFS indicated a housing development of 14 housing units is possible on this land, assuming two bedroom units

89 LLC

4355 S HWY 89

Preliminary Sewer Design Report

Prepared By: James Ramage, PE
Valley West Engineering

Date: April 15, 2022

If rezoning is granted, the 89 LLC project proposes to connect to the Melody Ranch sewer system by extension of the existing sewer in the Sage Meadows Subdivision. The final routing has yet to be determined, but a short extension will serve the property.

The following table summarizes projected wastewater flows of a likely development scenario:

	<i>Residential</i>		<i>Light Industrial</i>	
<i>Quantity</i>	32	<i>ARU Bedrooms</i>	30250	<i>sf</i>
<i>Unit Rate</i>	150	<i>gpd / bedroom</i>	25	<i>gpd / 1000 sf</i>
<i>Max Daily Flow</i>	4800	<i>gpd</i>	775	<i>gpd</i>

Maximum Daily Flow 5575 *gpd*
 3.9 *gpm*
Peak Factor 3
Peak Flow 11.7 *gpm*

Sewer System Capacity

By our count there are currently 64 residential lots connected to the existing sewer before it reaches the Town of Jackson's 30-inch interceptor sewer. Assuming existing Townhomes have 2 bedrooms on average and the existing single-family residences have 4 bedrooms on average, the estimated maximum daily flow would be 23,400 gpd. As the table above shows the projected 89 LLC maximum daily flow is 5575 gpd. Together with the existing use, the estimated maximum daily flow would be 28,975 gpd at build-out.

The DEQ requires sewer mains to be sized for at least 200% of maximum daily flow. We have conservatively evaluated capacity using a peaking factor of 3, or 300%. These rates should adequately account for infiltration and inflow, as newer materials and modern construction techniques should have been utilized for these sewers.

The existing sewers to be utilized are located primarily on the gently sloping terrain above the valley floor. We would want to review as-built drawings during the detailed design, but since gravity sewers generally follow the terrain, we suspect that these lines would have generally been laid at slopes of 1% or greater. The capacity of an 8-inch PVC sewer main three-quarters full laid at slope of 1% is 640 gpm. If for some reason certain segments were laid at the minimum slope of 0.4%, the capacity would drop to 400 gpm.

As these calculations show, the 89 LLC wastewater flow projections makes up only about 2-3% of the available capacity. The peak flow in the line (together with existing Melody use) at build-out would be 61 gpm, which represents 10-15% of the available capacity; the range again depending on the minimum pipe slope. The reason for the large disparity between the actual flows and pipe capacity is that for maintenance reasons an eight-inch diameter pipe is the smallest that is allowed. This results in a large reserve capacity in sewer mains such as these that have a limited number of connections.

STAFF REPORT



Meeting Date:	2 October 2023	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	Jackson Hole Classical Academy – Water and Wastewater Agreement amendments (E23-0195)	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider amending the existing Connection and Use Agreements (Existing CUAs) for water and sewer service for the JH Classical Academy (JHCA) for transitioning from their temporary campus to a permanent campus.

Requested Action.

Staff requests Town Council consider the applicant's request "...that previously approved uses / connections be approved for extension and connection to the permanent new school building and *removed* from the interim school buildings / modular units."

Recommendations.

Staff recommends approval of the applicant's request subject to: 1) the conditions of approval; and 2) that the proposed conditions of approval, along with other necessary contract issues/details as required by the Town staff, as set forth in the agreements that will be subject to Council consideration at a future meeting.

Background.

EXISTING AGREEMENTS

In 2019, the JHCA moved their campus from the Community Bible Church located within the Town of Jackson at 1450 South Park Loop Road to a temporary campus located at 2500 South Park Loop Road. The JHCA requested water and sewer service for their new campus (P19-068). Following issues with the Teton County development regulations and JHCA lobbied changes to state statute, JHCA did not have the time to permit and construct private water supply and wastewater treatment systems, and connections to the Town's services were their preference and critical for the school to make its planned opening. While JHCA requested service for a permanent campus, Council approved connection and use agreements for water and sewer services for an interim campus comprised of a school building made up of four connected 2-unit modular buildings and a permanent field house.

The initial request was for 375 Students, a 2-bedroom housing unit, a 3-bedroom housing unit, and a 425-seat auditorium. Following agreement execution, JHCA paid sewer capacity fees for 260 students and a 6-inch water meter; no, irrigation, housing, or auditorium are included in their existing services.

STATUS OF EXISTING SERVICES

In 2021 and 2022 while the JHCA worked to construct an irrigation supply well the JHCA made an unauthorized connection for itself when it connected their irrigation system to their water service. The Town Manager at the time allowed the irrigation use to continue while JHCA finished their irrigation well. The irrigation well has since been completed and the irrigation system connected to it.

During review of this request staff reviewed water and sewer billing history to compare the current request with actual usage and found that water use and wastewater volumes were higher than estimated and inconsistent with prior metered volumes. The volumes were characteristic of leaks in the water system and infiltration to the sewer system. Initial

investigations by JHCA have not produced any obvious sources of the additional volumes. Conditions contained herein address these issues.

SERVICE REQUESTS

The development is located outside of the Town's corporate limits AND is an existing contracted sewer service area. The application presented is a request for Town water and wastewater services for the JHCA's permanent campus.

Please refer to the attached "Site School Plans" map, Figure 1 below and provided as an attachment to this staff report. The current request for service consists of a permanent 265-student school with 40 faculty and 70 staff and a 425-seat auditorium with projected maximum day volumes of 9500 gallons per day (gpd) maximum day and 5700 gpd average day. The volume of this request coincides with the volume of their original request.

Due to a capacity issue within a section of our wastewater collection system that is being investigated as part of other requests for service, and continued water supply challenges in this zone, staff recommends approving 265 students in the permanent school building to be constructed as Phase 2 of 3 for the JHCA campus with projected maximum day volumes of 4000 gpd maximum day and 2400 gpd average day. This is 5 more students than their current approval with acceptable capacity impacts. Additional capacity fees will be collected prior to issuance of a permit to construct the extensions of their existing services. Discussions with the state school construction staff indicate that the proposed school is about the size of a 265-student K-12 school using their preliminary metrics.

In the future when the JHCA decides to build additional facilities they will need to make a new request for additional services at that time. Their infrastructure is built to accommodate a build-out of 9500 gpd maximum day and 5700 gpd average day and additional permits to construct are not required if adequate infrastructure is in place at such time.

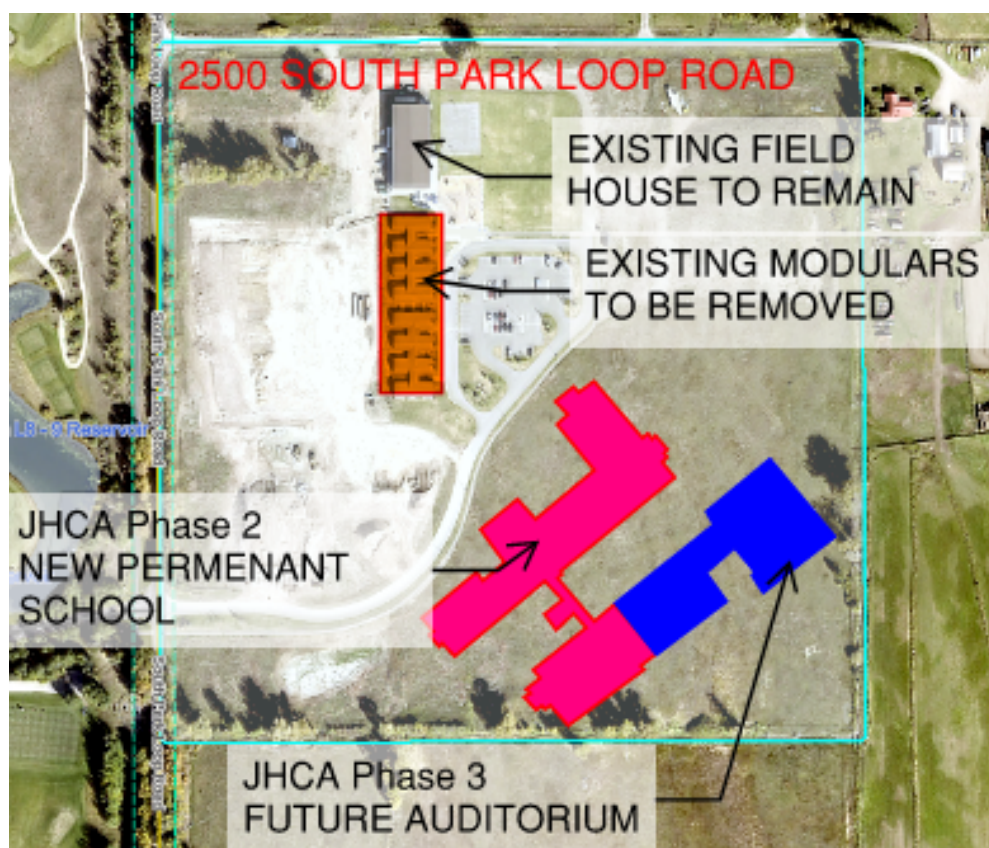


Figure 1. Proposed School Campus Site Plan. See the attached file for more detail.

The existing JHCA systems and new systems would remain privately owned by the Jackson Hole Classical Academy Foundation. The JHCA water and wastewater systems will NOT be owned, operated, or maintained by the Town.

TOWN PROCESS FOR SEWER SERVICE REQUESTS

For all developments that request connection to Town sewer services, are outside the Town corporate limits, and are outside existing contracted service areas, the Town applies the following process.

Step 1: Request for Service

A Miscellaneous Planning Application is filed by an applicant to request Town sewer service(s). Staff review of this application is used by Town Council to make an initial determination on whether to provide services or not. This initial step is based upon preliminary information provided by the applicant and includes staff identifying the conditions of approval that will be further defined in a Connection and Use Agreement (CUA). The Applicant is currently proceeding through Step 1. If Council approves the requests for service, the Applicant will advance to Step 2.

Step 2: Connection and Use Agreements

Staff works with the Applicant (and any other relevant parties) to draft a CUA that includes the conditions of approval identified during Step 1 and other necessary contract terms. If approved by Council, the CUA will be executed and recorded against the property.

Step 3: Permits to Construct

Prior to construction of any infrastructure connecting to the Town's systems, all fees must be paid and permits for the construction of said infrastructure must be issued by the Town.

Analysis & Key Policy Questions.

Resolution 21-28 was adopted by Council on November 15, 2021. The resolution established the 3-step process for sewer service requests (described above in the prior section of this staff report) and established eight review factors (described below under "Considerations" in this section) for all water and sewer connection requests outside Town boundaries. As such, staff has considered the following factors in recommending approval:

CONSIDERATIONS

1. Existing Versus New Development
Staff finds that the proposed request is for redevelopment of an existing development that is currently served by Town water and wastewater services. The temporary campus will be replaced by the permanent campus. As presented, the new school has the same student capacity as previously approved for the interim campus.
2. Expanded Service Area and Capacity Timeline
Staff finds this property was considered in the 2020-2021 Capacity Study.
3. Zoning and Development are Consistent with Comprehensive Plan
Staff finds that the development is existing and is being re-developed under state statutes and not Teton County development regulation or the Comprehensive Plan. The applicant has applied for Teton County Building Permits for the new construction.
4. Deed Restricted and/or Workforce Housing
Staff finds there are no existing or proposed deed restricted or workforce housing units included in the application service area.
5. Potential For Reduced Environmental Impact

Staff finds the proposed connection will eliminate a potential source of environment and water quality degradation.

6. Geographical Location

Staff finds that the proposed re-development is located within a parcel served by existing water and wastewater infrastructure that is reasonably accessible and legal access is obtainable.

7. Magnitude of Request

Preference is given to connection requests with minimal impact to the capacity timeline. Staff recommend approving five additional students to the currently approved service level. The full capacity of the applicant's request is not recommended at this time.

8. Costs To Upgrade and Impacted User Classes

The proposed connection costs of improvements and upgrades will be borne by the applicant and at no cost to the current rate payers. The Applicant will be responsible for modeling the impacts the connection would have on facilities downstream of the connection and paying for any and all necessary upgrades required by the connection. Should Council approve this request for water and wastewater service, the Town will work with the Applicant to evaluate and determine any necessary improvements to the Town's water supply and distribution systems and wastewater collection and treatment systems. Sewage from this connection will flow through the Cottonwood/High School Road sewer that is slated for enlargement in the future. The proposed approval is for existing volumes already conveyed by this line.

Currently, a section of sewer main in High School Road that conveys wastewater from the JHCA system is modeled as exceeding its regulatory capacity. The Town capital improvements plan schedules the line to be upsized in FY2029. Staff are currently reviewing this line and its modeling to determine if there is actual capacity in the line. Until actual capacity is determined or the line is upsized, Wyoming Department of Environmental Quality (WDEQ) may not issue permits to construct. The applicant is aware of the status of the Town's system and the WDEQ permitting and would like to proceed with their existing approved use.

The JHCA systems will be designed, constructed, operated, and maintained by the applicant. Ongoing costs to the Town to provide service, including the need to upgrade existing Town lines through which service will be provided to the JHCA system, will be borne by all users, both inside and outside of the Town jurisdiction.

CONDITIONS OF APPROVAL

If these requests for service are approved by Council at this initial step, staff recommends the following conditions of approval:

- A. This approval is for an Approved Development of a JHCA Phase 2 New School Building and the Existing Fieldhouse for up to 265 students with an average water and wastewater volume of 2400 gallons per day. Water use is for potable and fire suppression uses. This is not approval for any irrigation connections, the JHCA Phase 3 Auditorium and Gymnasium, housing, or other connections for JHCA itself.
- B. Restated agreements based on our current template shall be used for the connection and use agreements.
- C. Connection and Use Agreements for water and wastewater services shall be presented to the Town Council not more than one year from the date of the motion to approve the request for services.
- D. Licensed operators for the water and wastewater systems shall be on record with the EPA and Wyoming DEQ prior to issuance of the Town's County Connection Permit (SWP).
- E. JHCA must install an acceptable backflow prevention device on the water service supply at or near its metering location.

- F. JHCA shall document through photographs and field inspection with the Town that any past irrigation connections to their service have been disconnected and that all existing irrigation connections are to the JHCA irrigation supply well.
- G. JHCA shall continue with due diligence to identify and repair any sources of infiltration and intrusion to their wastewater collection and conveyance system. Failure to reduce water use is a violation of the agreement and the Town may pursue all legal courses of action including shutting off the service.
- H. JHCA shall continue with due diligence to identify and repair any sources of exfiltration or leaking from their water distribution system. Failure to reduce water use is a violation of the agreement and the Town may pursue all legal courses of action including shutting off the service.
- I. Prior to construction of any infrastructure or service connecting to the Town systems and prior to connecting to any existing infrastructure already connected to Town systems, permits for the construction of the new infrastructure/connection must be issued by the Town.
- J. Applicant shall be responsible for all costs to design, permit, and construct upgrades determined necessary within or to the Town's systems associated with services for the development, specifically, but not limited to, compensation for the time of Town employees working on this application, billed at an hourly rate of \$100.00 per hour, from the initial request through to final permitting.

Possible Alternatives.

- 1. Modify the conditions of approval and approve the request to connect.
- 2. Vote against the request to connect.
- 3. Other.

Comprehensive Plan & Priority Alignment.

This project relates to the Town Comprehensive Plan Common Value #1- Ecosystem Stewardship. Staff has provided the following sections of the Comprehensive Plan for consideration along with this request.

Common Value #1 – Ecosystem Stewardship

- Principle 1.2: Preserve and enhance water and air quality.
 - Policy 1.2.c: Monitor and maintain water quality – calls for monitoring cumulative impacts on water quality and the effectiveness of mitigation efforts and strive to exceed State and Federal requirements for quality and monitoring to enhance water quality in the area.

Fiscal Impact.

The Town charges a \$640 application fee for water and sewer service requests located in the County, and a \$100 per hour rate for staff time as described in the Conditions of Approval. One-time capacity fees will be collected prior to connection that would be determined by the fees established in the Municipal Code at the time of issuance of the application for the permit to construct the connection. Fees associated with construction permits will also be charged at the time of connection (step 3 in the Town process for sewer service requests). The ongoing fiscal impact thereafter are the monthly water and wastewater base and usage fees paid to the Town. The fee amounts are set forth in Title 13 of the Jackson Municipal Code.

As recommended for approval, only the sewer capacity for 5 additional students would be collected.

When additional services are connected to the Town's sewer systems, there is a cumulative impact to the Town's operation and maintenance costs for the wastewater collection and treatment systems and reductions in the Town systems' remaining capacities.

Staff Impact.

Step 1: Staff time during Step 1 has been approximately 16 hours between Public Works, Planning, Legal and Administration staff.

Step 2: Drafting and Consideration of Connection and Use Agreements for Water and Wastewater Services will each have the following impacts.

- CUA Drafting: approximately 4-8 hours for Administration and Public Works, and 4-8 hours for Legal, for a total of 16-32 hours.
- CUA Finalization and Staff Reports: 2-6 Hours for each Administration, Legal, and Public Works for a total of 6 to 18 hours.

Step 3: Connection Permits for a system can take 8-24 hours, and each individual connection may require an additional 4-8 hours.

In addition, staff notes that when additional services are connected to the Town's systems, there is a cumulative impact to the Town's operation and maintenance personnel for the water and wastewater collection and treatment systems.

Furthermore, staff notes that these requests for service outside the corporate limits of the Town are time intensive, including significant time to review, draft, execute and administer the CUAs.

The impact to the Town of providing water and wastewater service to the Applicant at this time is minimal but contributes to the cumulative impact to Public Works staff who maintain the systems, the Finance Department that handles the billing, and the Wastewater Treatment Plant capacity as the Town continues to connect more customers both within and outside of Town limits.

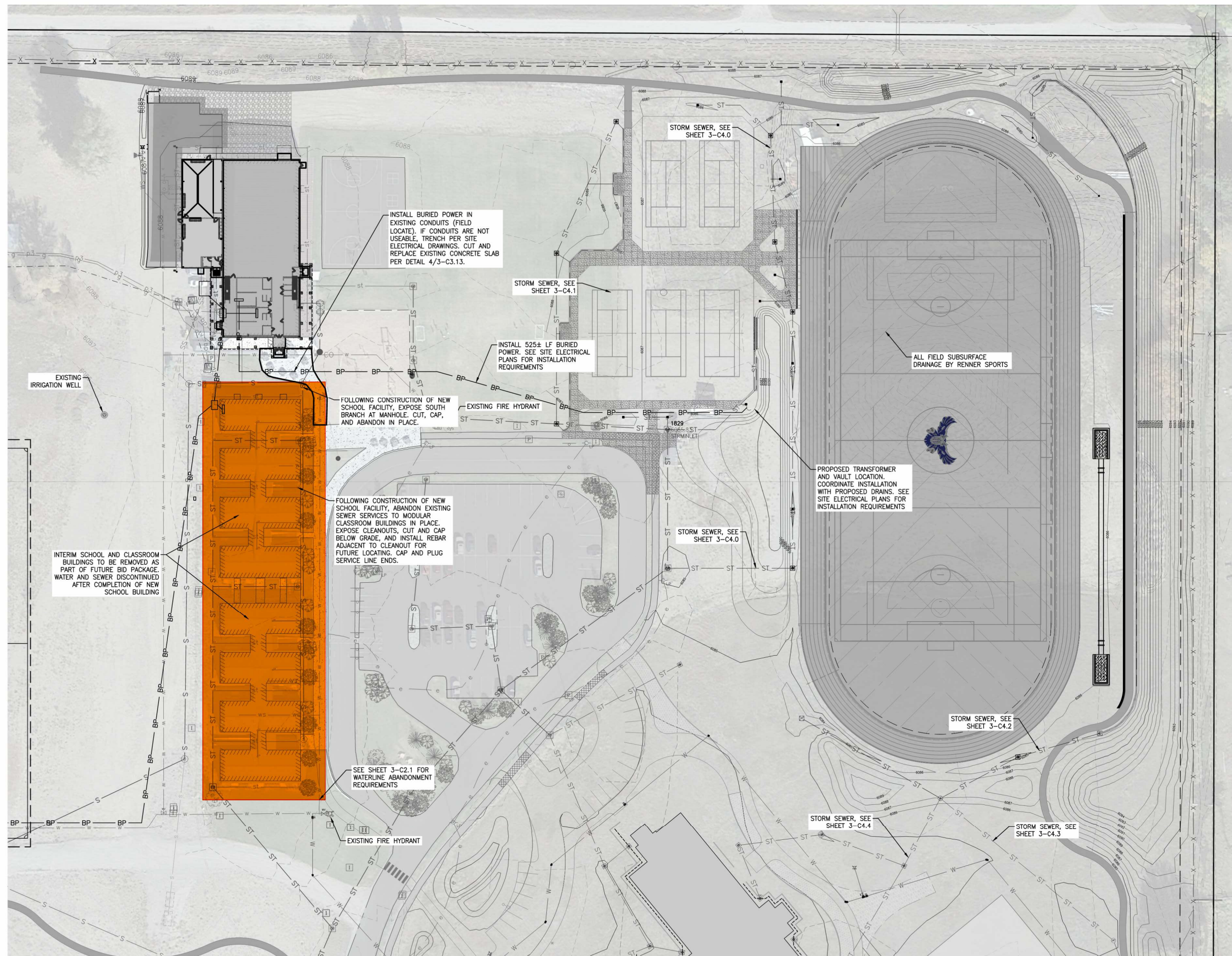
Attachments or Links.

- JHCA Proposed Site Plans
- Application Materials

Suggested Motion.

I move to:

1. approve the JHCA request for water supply and wastewater collection and treatment services subject to the conditions of approval set forth in this staff report;
2. direct staff to draft an appropriate Water Supply Connection and Use Agreement to amend and supersede all previous agreements related to the JHCA water service area;
3. direct staff to draft an appropriate Wastewater Treatment Facilities Connection and Use Agreement to amend and supersede all previous agreements related to the JHCA wastewater service area; and
4. present the Agreements to Council for consideration at a future Council Meeting.



Jackson Hole Classical Academy

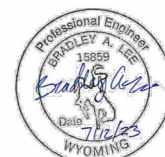
2500 S. Park Loop Road
Jackson, Wyoming

[illegible]

REVISION DATE

AMDG
ARCHITECTS
25 COMMERCE SW SUITE 300
GRAND RAPIDS, MICHIGAN 49503
(616) 454-1600 PHONE
(616) 454-1610 FAX

NELSON
ENGINEERING *since 1964*
Professional Engineers & Land Surveyors
WWW.NELSONENGINEERING.NET
PO Box 1599 | 430 South Cache St | Jackson, WY 83001
Jackson 307.733.2087 | Buffalo 307.684.7029

OVERALL ATHLETICS
UTILITY PLAN

PROJ. NO.	220017
PROJECT MANAGER	----
PROJECT ARCHITECT	----

3-C2.0



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

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

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

PROJECT.

Name/Description: Jackson Hole Classical Academy
Physical Address: 2500 South Park Loop Road
Lot, Subdivision: Lot 3, Sec 7, T40N R116W, Parcel A PIDN: 22-40-16-07-3-00-018

PROPERTY OWNER.

Name: Jackson Hole Classical Academy Foundation Phone: _____
Mailing Address: PO Box 11655, Jackson WY ZIP: 83001
E-mail: frankreichel@comcast .com

APPLICANT/AGENT.

Name: Same as Owner Phone: _____
Mailing Address: _____ ZIP: _____
E-mail: _____

DESIGNATED PRIMARY CONTACT.

☒ Property Owner ☐ Applicant/Agent

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

Use Permit

☐ Basic Use
☐ Conditional Use
☐ Special Use

Relief from the LDRs

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

Physical Development

☐ Sketch Plan
☐ Development Plan
☐ Design Review

Subdivision/Development Option

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

Interpretations

☐ Formal Interpretation
☐ Zoning Compliance Verification

Amendments to the LDRs

☐ LDR Text Amendment
☐ Map Amendment

Miscellaneous

☒ Other: water sewer request
☐ Environmental Analysis

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

Pre-application Conference #: _____ Environmental Analysis #: _____
Original Permit #: B19-0579 SWP Date of Neighborhood Meeting: _____
Existing Water and Wastewater Use Agreements are also in effect

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

Have you attached the following?

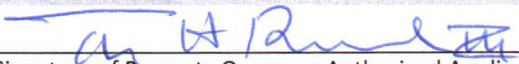
X **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees. Admin Review elevated to Public Hearing: \$640 - TBD by TOJ

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

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

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

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



Signature of Property Owner or Authorized Applicant/Agent

Frank H. Reichel III

Name Printed

07/18/2023

Date

Board Member/Treasurer

Title

July 18, 2022

DD/22-356

Town of Jackson Planning Department

RE: Jackson Hole Classical Academy Foundation (JHCAF) –Water and Sewer Use Request
2500 South Park Loop Road – PIDN 22-40-16-07-3-00-018

Town:

The following information and the attached documents are submitted in accordance with the Checklist for an Application for a Connection and Use Agreement for Water and Sewer Services.

Engineers Report:

All materials are prepared by and sealed by a licensed Wyoming Engineer with experience in designing municipal water and sewer infrastructure. Bradley Ansel Lee, PE is Engineer of Record and David A Dufault PE is Project Manager of civil services provided on the project by Nelson Engineering.

The Jackson Hole Classical Academy Foundation (JHCAF) and the Town of Jackson (TOJ) executed Wastewater and Water Use Agreements in 2019. Currently the JHCAF has planned and is starting construction of additional developments on the 40-acre parcel served by those agreements to complete the campus of the Jackson Hole Classical Academy. The application made in 2019 which led to the Town Council approval of the request to connect, is attached, as well as the executed Use Agreements. Under the 2019 application, the JHCAF provided their anticipated buildout scenario and estimates of water use and wastewater flows. The use agreements executed in 2019, were then approved for not the entire projected uses and request, but instead for just the “Currently Approved Development” which included 5 building permits (the existing field house and an interim school building in four connected 2-unit modular buildings).

The current request being made is essentially the same as the 2019 application which had presented the buildout scenario of the parcel. This application requests that the previously approved uses/connections be approved for extension and connection to the permanent new school building and *removed* from the interim school buildings/modular units. A building permit application for the proposed new school building is currently under review at Teton County Planning and Building Department.

The service area requested to be served under the amended/new Use Agreements is 2500 South Park Loop Road. The service area is the same 40 acre parcel served under the current use agreements.

Service is requested for domestic and fire protection water supply and for wastewater collection, disposal and treatment. Service from the Town water supply provides efficient water supply and life safety fire protection to the campus/service area without need for an independent rural public water supply system. Service is requested for wastewater use because of the proximity to the town collection facilities that already serve 3 Creek Subdivision and due to high groundwater on the service area property that could be adversely affected were the JHCAF required to handle the wastewater on site. Also, since use has also been granted in 2019, the continuation of service and use from the town is practical and consistent with past requests and approvals.

Currently, no alternatives are being considered for water and wastewater because the parcel/service area is already served by Town water and sewer.

The project schedule is to construct the new school building, water and sewer extensions, other site improvements and infrastructure, and remove the interim/modular buildings with completion in August of 2025 so that the new school building can be occupied in the fall of 2025.

The Jackson Hole Classical Academy Foundation will own and be legally responsible for the systems. The JHCAF is also the entity who will execute the Connection and Use Agreements with the Town. The JHCAF will hire a certified Class 1 operator to oversee the water distribution and sewage collection lines and lift station in the service area.

Water metering has been implemented per the 2019 Use Agreements and the approved SWP from 2019. The metering that was installed will continue to be used to meter both the water use as well as the wastewater use. Water and wastewater use are considered essentially the same because there is no irrigation use proposed (The Academy property uses an irrigation well specific to this purpose). The installed meter is a 2" domestic use meter and a 6" meter that can capture the fire flow volume if ever needed. The use request has a single customer: the JHCAF. Delinquency on paying for services is easily addressed by contacting the JHCAF and if ultimately necessary, the closure of a single water main valve.

Water and Sewer Usage:

Projected water demands are presented in the attached documentation (see WDEQ Design Report and attachments).

Estimated volumes and demands requested are conservative based on the JHCAF's anticipated maximum development at buildout of the current and requested service area. The current requested use is the maximum development that the JHCAF is considering at this time.; this includes the existing field house, the new school building and a proposed auditorium that may be added as an addition to the school building in the future.

Estimated demands for the adjacent properties within 500 feet of the proposed service area are ZERO. To the north and east is a single parcel of agricultural ranch land. To the west is 3 Creek Ranch Subdivision and those lands are already served by TOJ or private systems. To the south, the JHCAF owns an additional 40 acres of agricultural land, and those lands are intended to stay agricultural for the foreseeable future. Therefore, the estimated demand for all adjacent properties is zero.

It is understood that any additional development proposed in the future will necessitate a new application for use, such as is the case at this time.

There are no anticipated impacts to the downstream infrastructure. The 2019 application for Use presented and demonstrated that the downstream infrastructure is satisfactory to provide the services to this Campus. The use request has not increased beyond what was presented in 2019. The current water and wastewater use agreements were executed with the knowledge of the buildout of the service area and the volumes and flows requested. Infrastructure installed in 2019 was sized for buildout of the service area.

Sewage characteristic will be typical of a K-12 school campus with bathroom wastewater, cafeterias that discharge waste similar to a restaurant (grease trap will be provided). Also, chemistry and biology laboratories will discharge chemical or biological wastes however, these wastes are first routed through dilution tanks and traps that dilute and neutralize corrosive and harmful chemical waste before it is discharged to the sanitary waste stream.

Plans and Maps:

WDEQ Design Report and proposed water and sewer construction plans and specifications are attached. A vicinity map is included. The Existing site plan illustrates the 40-acre parcel that is the current and proposed service area under the 2019 Use Agreement and the current requested Use Agreement.

The submitted plans indicate the water and sewer connections made in 2-19 to the Town water and Sewer in South Park Loop Road. The plans also indicate, on the Existing Site Plan, where the existing JHCAF water and sewer infrastructure exists and the connections to the existing uses/buildings. The improvement plans indicate the new water and sewer infrastructure and points of connection to the new school building. The plans also indicate that the connections to the interim/modular classrooms will be removed.

No easements or changes in parcel boundaries are proposed.

Permitting:

In 2019 the JHCA applied for and received Right of Way Permits for construction of the connections to the Town infrastructure. The connections completed at that time are proposed to be used under the new Use Agreements so no additional Right of Way permits will be required.

A SWP permit was issued in 2019 for the construction of the connections and extensions to the campus facilities. A new SWP will be submitted for the proposed extensions to the new building and removal of service from the interim buildings.

A submittal to the WDEQ for a Permit to Construct the water and sewer has been made and the permit is pending review and approval.

Private Properties and Systems:

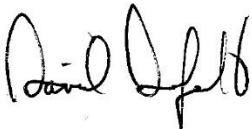
No private properties will be impacted by the project. No private systems are required other than those presented herein that are to be permitted, owned and operated by the JHCAF.

Closing:

Thanks to the Town staff and Town Council for considering this request. The JHCAF is hopeful that the Town recognizes that the current request is consistent with the application for water and sewer use made in 2019 which resulted in the existing use agreements and the connections and infrastructure that the JHCAF has invested. The infrastructure installed under the 2019 agreements and permits was always intended to serve the buildout of the property with this proposed new school building.

Thanks for your consideration.

Submitted by,



David Dufault, PE
Senior Project Manager

Encl.



DD/AL/22-356

July 13, 2023

Jackson Hole Classical Academy Sewer and Water Lines Design Report

PROJECT DESCRIPTION

The Jackson hole Classical Academy (JHCA) has established their current campus location in 2019. Prior WDEQ Permits for water and sewer were used for installation of the connections to the Town of Jackson Municipal sewer collection system and water distribution system (DEQ Permit No. 19-384 and 19-310). These water and sewer installations in 2019 were made to serve a temporary campus (in modular buildings) and a permanent field house which are in use today. This project will extend the previously permitted and installed water and sewer facilities to a permanent school building while also taking the temporary modular building campus offline through proper abandonment of existing service mains to those buildings. Extended water distribution system will also serve numerous fire hydrants to be located on the property.

The service area for this project includes the entire 40-acre parcel located at 2500 South Park Loop Road, and specifically the southeast half of the property (proposed school location). A site vicinity map and existing site plan are included as attachments.

EXISTING WASTEWATER SYSTEM

An existing 8" diameter sewer collection line on site which flows to a duplex sanitary sewer lift station which was designed, permitted and installed under DEQ Permit No. 19-384. The lift station pumps to the Town collection force main via a 6" HDPE pressure sewer. A gravity sewer main is proposed to be extended to serve the new school building by connecting to the existing lift station.

The wastewater ultimately flows to the Town of Jackson's wastewater collection infrastructure and is treated at the Town's Wastewater Treatment Facility south of this project site.

PROPOSED WASTEWATER SYSTEM

Waste lines from the new building will tie into the extended 8-inch diameter sewer line. A 6-inch waste line will be used for the domestic wastewater connection to the proposed collection main. A 4-inch diameter waste line for the kitchen will route to a 2000-gallon grease trap prior to connection to 8-inch diameter sewer line. Existing wastelines that service the modular classrooms will be plugged and abandoned. Existing sewer mains, sewer services to be removed. Sewer mains to be extended, and the proposed service lines from the new building are shown on the attached drawings.

Computations of the projected wastewater flows, pipe sizing and for grease trap sizing are included at the end of this report. Projected max day demand sewer flows based on anticipated occupancy is 8175 gallons per day with an average daily flow of 19.5 gallons per minute. Attenuating the max day demand over an 8hr school day with a peaking factor of 4 returns a peak hour flow of 78 gallons per minute. No industrial or commercial flows are anticipated as part of the proposed development. JHCA's existing

wastewater use agreement contemplates a maximum daily flow of 9360 gallons per day. This agreement is included in the attachments.

WATER SUPPLY

An existing 8-inch diameter water line services the existing campus; this waterline will be extended to a proposed looped waterline around the proposed school building. Fire hydrants and water service to the school will be installed. From the proposed 8-inch diameter waterline and waterline loop, a new 8-inch diameter water service line with shut off valve will stem to the building to provide fire supply to the new school facility. A 4-inch diameter domestic service line will also enter the building, tapped from the 8-inch diameter fire line, and will provide water for the various domestic water uses in the building.

Peak water flows contemplated for the proposed school building include a building fire sprinkler flow rate of 550gpm and a peak domestic demand of 181gpm. Although these flowrates may be adequately conveyed by a 6" and 3" main, respectively, 8" and 4" mains were contemplated by the design drawings for the services to the building. Reducers to connect to internal piping are proposed to occur within the building footprint. Supporting fire sprinkler and domestic fixture unit analysis demand calculations can be made available upon request.

Fire flow analysis for the existing Town of Jackson water system and the proposed development are contemplated by the design calculations submitted under the original water supply project permit. The calculations from the previous permit suggest that a fire flow demand of 1500 gallons per minute can be achieved while maintaining a residual pressure of 31.5 psi.

Existing water mains and the proposed mains and services to the building are shown on the attached drawings.

Respectfully submitted,

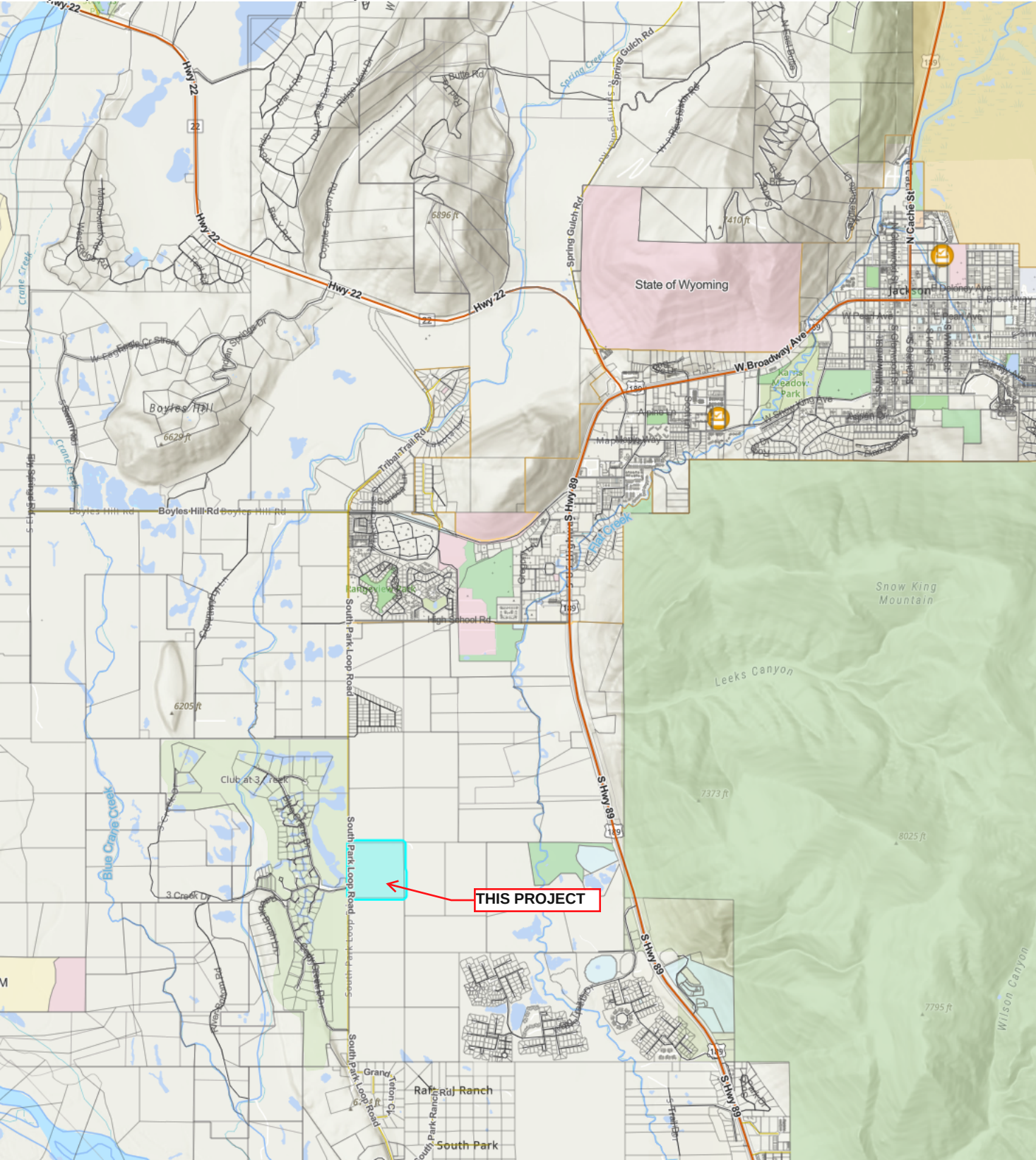


Bradley A. Lee, PE
Project Engineer

Attachments:

- Application for Permit to Construct
- Site Vicinity Map
- Wastewater Average and Maximum Day volumes projections
- Grease Trap Sizing Calculations
- Project Plan Set
- Specifications
- Town of Jackson Wastewater Use Agreement

Vicinity Map - Jackson Hole Classical Academy



0.4 mi

Labels

Mileposts



Water and Wastewater Flow Computation			Max Flow		
Building	Use	No.	gpd/unit	gpd	Notes
Classical Academy School	Students	265	15	3975	
	Faculty	40	15	600	
	Staff	70	15	1050	
	Total	375	max	5625	
Future Auditorium	Capacity	425	6	2550	
	Total	425	max	2550	
Calculated Flows based on Estimates of uses:					
		Totals:	max day	8175	gpd
			ave day	4905	gpd
Current Use Agreement with TOJ:					
Request was made for:		Totals:	max day	9360	gpd

Note: No Irrigation use from TOJ Supply. Separate irrigation well on site.

Peak Hour Flows	78.0	Peaking factor of 4
Average Daily Flow	19.5	over an 8 hour day
Peak Fire Demand for Sprinklers and Hose allowance	550	gpm

Note: Peak sewer flows based on fixture unit analysis is 96.8gpm, per IPC methodology and peak hour water use is 181 gpm based on fixture counts with all phases completed.

Proposed Sewer Diameter of 8" with slope of 0.7% min. Capacity = 524 gpm OK > 96.8 gpm x 2

Static pressure of Water Main at Service Point 8" water main - looped 94 psi Service Pressure at Bldg > 80 psi = OK

Project Name:
Project Number:

Jackson Classical
22071

Date: **23-07-12**

Grease Trap Sizing by IPC

Fixture	Count	D.F.U.	Total D.F.U.
Floor Drain	6	0.0	0
Hand Sink	6	2.0	12
Triple Sink	1	4.0	4
Double Sink	1	2.0	2
Utility Sink	1	2.0	2
Mop Sink Basin	1	3.0	3
Floor Sinks (condensate)	2	1.0	2
Dishwasher	1	4.0	4
		Total	29
Retention Time (Mins)	30	GPM	58
		Capacity Required	1740

We have provided a 2000 gallon grease interceptor

STAFF REPORT



Meeting Date:	October 2, 2023	Meeting Title:	Regular - Consent
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Template Agreements for Cranes Within or Encroaching Over the Town Right-of-Way	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider approving template agreements for cranes that will be either 1) physically placed within the Town right-of-way (Crane Encroachment Agreement) or 2) physically located on private property but will swing over the Town right-of-way (Crane Swing Agreement).

Requested Action.

Staff requests Council consider approving the template agreements as presented.

Recommendations.

Staff recommends Council approve the template agreements as presented and authorize the Mayor to execute individual Crane Swing Agreements and Crane Encroachment Agreements that are consistent with these templates.

Background.

In recent years more and more construction projects have employed cranes to execute construction and, contemporaneously with that increase, the Legal Department drafted agreements to address risks associated with cranes. This includes elements such as:

- ✓ Insurance
- ✓ Indemnifying the Town
- ✓ Release and Waiver of the Town
- ✓ Emergency Conditions (e.g., conditions when the Town Engineer may require measures be taken)
- ✓ Damage to Town Property
- ✓ Operating Conditions (e.g., following other agencies permits, rules, minimizing interference with the right-of-way use by others, requiring only trained/certified individuals to operate the crane, etc.)

The only two situations in which the Town requires an agreement from a landowner for the placement of a crane are:

- 1) A crane is being physically placed on Town of Jackson property, usually the right-of-way, which is a Crane Encroachment Agreement.
- 2) A crane will be placed on private property but swing over the Town right-of-way, which is a Crane Swing Agreement.

The Town does not otherwise regulate cranes nor require any agreement, (e.g., a crane placed on *and* swinging exclusively over private property does not involve the Town).

Analysis & Key Policy Questions.

Currently, Crane Swing Agreements and Crane Encroachment Agreements are reviewed by Council on the consent calendar each time one is required. This requires staff and Council time.

However, these agreements are templates (standard forms) and do not change from party to party. As a result, the Legal Department recommends Council approve the *template* for all substantive matters, which will have blank spaces for individualized information (project location, owner name, mailing address, etc.). The purpose of the approval of the

template is to enable individual crane agreements to be executed by the mayor when the non-substantive details (project location, owner name, mailing address, etc.) are filled in each time.

Notably, once approved by Council, the templates are what may be executed; if a party seeks a substantive change to the standard template, they would have to request that change from Council and the item would come before Council to consider that request.

Key Policy Question: Is Council in favor of approving template crane agreements?

- **Pros.** Approving templates:
 - Reduces administrative staff time (Legal, Administration, and Public Works) required to move these substantively identical templates through Council,
 - Reduces Council time in preparing for meetings (by lessening agenda materials), and
 - Reduces regulatory approval time/steps for projects (the agreement still needs to be executed, but it is faster to do when staff can usher it directly to the mayor).
- **Cons.** Approving these templates means Council will not see individual agreements, thus may not notice the accumulation of cranes in the Town.
- **Recommendation.** Staff finds the pros of increased efficiency and reduction of repetition outweigh the con of not having crane agreements on the Council agenda, and recommends Council approve the template agreements.

Possible Alternatives.

Council could elect to keep the status quo and each Crane Swing Agreement and Crane Encroachment Agreement will continue to be placed on a consent agenda.

Comprehensive Plan & Priority Alignment.

This item aligns with Section 8, quality service delivery to the public.

Fiscal Impact.

None.

Staff Impact.

The staff impact of this item was 30 minutes from the Town Attorney to draft this staff report, plus 30 minutes of review time by Administration and Public Works.

Attachments or Links.

1. Crane Swing Agreement
2. Crane Encroachment Agreement

Suggested Motion.

I move to approve the Crane Swing Agreement and Crane Encroachment Agreement templates, as presented in the attachments to this staff report, and authorize the Mayor to execute individual Crane Swing Agreements and Crane Encroachment Agreements, including minor changes, that are consistent with these templates.

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 _____ (“Owner”).

RECITALS

WHEREAS the Owner is the owner of the property addressed as _____ and specifically described as _____, (collectively the “Building Site”);

WHEREAS the Town is the owner of the property addressed as _____ and specifically described as _____, (“Town Property”);

WHEREAS the _____ Owner is _____ developing _____ on the Building Site (“Project”);

WHEREAS the Owner means _____ and any employee, contractor, subcontractor, assign, licensor, or other person having a direct or indirect contract with _____, or with any other contractor or subcontractor of _____, 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 shall pay to the Town an annual fee in the amount of FIVE HUNDRED DOLLARS (\$500.00). 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 the _____, _____, 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	_____
Floren Poliseo	_____
P.O. Box 1687	_____
Jackson, Wyoming 83001	_____
fpoliseo@jacksonwy.gov	_____
307 733 3932 x1401	_____

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 thereof, has(ve) taken out such insurance. All terms and conditions of this Section 9 apply equally to the general contractor if they obtain (in full or part) 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	_____
Attn: Town Clerk	_____
P.O. Box 1687	_____
Jackson, Wyoming 83001	_____
clerk@jacksonwy.gov	_____

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.

A _____
of the State of Wyoming

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: _____

TEMPORARY ENCROACHMENT AGREEMENT FOR PLACEMENT OF CRANE ON TOWN PROPERTY

This Temporary Encroachment Agreement for Placement of Crane on Town Property ("**Agreement**") is made and entered into by and between _____, ("**Owner**"), and the Town of Jackson ("**Town**"), a municipal corporation of the State of Wyoming.

RECITALS

WHEREAS the Owner is the owner of the property addressed as _____ and specifically described as _____, ("**Building Site**");

WHEREAS the Town is the owner of the property addressed as _____ and specifically described as _____, ("**Town Property**");

WHEREAS the Owner is developing _____ on the Building Site ("**Project**");

WHEREAS the Owner means _____ and any employee, contractor, subcontractor, assign, licensor, or other person having a direct or indirect contract with _____, or with any other contractor or subcontractor of _____, who has been hired to assist with the Building Site or Project;

WHEREAS as part of the Project construction process, the Owner wishes to place a crane on a portion of the Town Property;

WHEREAS the Town is willing to allow the placement of a crane on the Town Property, while reserving the Town's right to request the subject crane be removed from the property; 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. **Grant of Temporary Crane Placement.** The Town hereby grants Owner permission for the temporary placement of the crane on the portion of Town Property depicted in the plan(s) set forth in Exhibit A, made a part hereof by this reference.
2. **Term.** 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. **Fees; 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). 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:

- | | | |
|-----|--|-----------|
| i. | Administration fee (one time) | \$ 600.00 |
| ii. | 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 12 (Emergency Conditions);
 - b) The Town acts pursuant to Section 13 (Damage to Town Property);
 - c) The Town acts pursuant to Section 14 (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 15(c) (Notice), of an alternate representative authorized to act on behalf of the Town.
- 4.2 Owner hereby designates the _____, _____, 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 15(c) (Notice), of an alternate representative authorized to act on behalf of the Owner.
- 4.3 Representative contact information is as follows:

Town:

Public Works Director
 Floren Poliseo
 P.O. Box 1687
 Jackson, Wyoming 83001
 fpoliseo@jacksonwy.gov
 307 733 3932 x1401

Owner:

5 Conditions. 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 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 that is occupied by persons.
- 5.2 Prior to the installation and operation of the crane, the Owner shall have an approved construction management plan.
- 5.3 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.
- 5.4 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.
- 5.5 The Owner agrees to cooperate with the Town to accommodate any Town requirements with respect to the Town's use of the Town Property provided such does not unreasonably interfere with the use of the Town Property by the Owner as provided herein. This includes temporarily ceasing operation of the crane or limiting

its use if required by the Town acting reasonably.

- 5.6 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.
 - 5.7 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.
 - 5.8 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.
 - 5.9 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 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.
 - 5.10 The crane shall be operated in a way as to minimize interference with the reasonable use or enjoyment of the Town Property.
 - 5.11 The Owner agrees and covenants to secure the crane at all times so as to prevent unauthorized access to it and use of it.
 - 5.12 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.
 - 5.13 The Owner shall cease all use of the Town Property 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.
- 6 **No Representation or Warranty.** The Town makes no representation or warranty with respect to the condition or suitability of the Town's Property or the associated airspace for the Owner's intended use.
- 7 **No Interest by Owner.** 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.
- 8 **Indemnity.**
- 8.1 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.
 - 8.2 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.
 - 8.3 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.

8.4 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.

8.5 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

9 **Release and Waiver.** 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.

10 **Insurance.**

10.1 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 Town Property, 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 which will present on the Town Property as described in this Agreement:

10.1.1 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.

10.1.2 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.

10.2 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 thereof, has(ve) taken out such insurance. All terms and conditions of this Section 9 apply equally to the general contractor if they obtain (in full or part) the insurance required hereunder.

10.3 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.

10.4 All policies of insurance stipulated herein shall be with insurers that have a *Best Rating Guide* A Class Rating.

10.5 The Owner shall deposit with the Town, simultaneously with its execution of this Agreement, a certificate of insurance, satisfactory to the Town, acting reasonably.

10.6 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.

10.7 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.

11 **Agreement to Enter.** 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 12 (Emergency Conditions), in which case no notice is required to be given by the Town.

12 **Emergency Conditions.** 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.

- 13 **Damage to Town Property.** 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.

14 **Remedies Available to Town.**

14.1 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 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.

14.2 The costs and expenses incurred by the Town and referred to in clause a) hereof and Section 12 (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.

14.3 In the event that:

- 14.3.1 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
 - 14.3.2 the Owner fails to diligently pursue the remedy to such default as proposed in the methodology; or
 - 14.3.3 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. Upon notice of termination, the Owner shall remove the crane from the Town Property within forty-eight (48) hours. If the crane is not removed within the forty-eight (48) hours, then the Town Engineer may remove the crane from the Town property and all 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.

14.4 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.

15 **Miscellaneous Provisions.**

- 15.1 **Authority to Execute.** 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.
- 15.2 **Entire Agreement and Amendment.** The parties agree that this Agreement reflects the entire agreement between the parties as to the subject matter hereof, and no prior or separate understandings or agreements between the parties are merged into this Agreement. No amendment of this Agreement shall be effective unless in writing and signed by both parties.
- 15.3 **Notice.** 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:

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

Owner:

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.

- 15.4 **Waiver.** A waiver by the either party regarding the breach of any of the provisions of this Agreement shall not bar the right of the other party to enforce the terms of this Agreement.
- 15.5 **Assignment.** 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.

- 15.6 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.
- 15.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon written agreement by the parties, or their heirs, legal representatives, successors, and permitted assigns.
- 15.8 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.
- 15.9 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.
- 15.10 Counterparts; Electronic 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.
- 15.11 Governing Law, Jurisdiction, Construction. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States of America for the District of Wyoming. This Agreement was negotiated by both parties hereto. As such, it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
- 15.12 Governmental Immunity. The Town does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- 15.13 Section Headings. The headings to the sections of this Agreement are solely for convenience and reference, and are not intended to, and shall not govern, limit, or aid in the construction of any terms or provisions contained herein.

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

A _____
of the State of Wyoming

By: _____

Title: _____

Date: _____

TOWN OF JACKSON,

A municipal corporation
of the State of Wyoming

BY: Hailey Morton Levinson, Mayor

Date: _____

ATTEST: Riley Taylor, Town Clerk

Date: _____

STAFF REPORT



Meeting Date:	October 2, 2023	Meeting Title:	Town Council Regular
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Council Rules and Procedures Amendment	Public Comment:	Yes

Purpose & Policy Considerations.

Any amendments to the Council Rules and Procedures requires Council approval.

Requested Action.

Staff requests Council adopt an updated Council Rules and Procedures to reflect the appointment of a Mayor Pro Tempore and Acting Mayor Pro Tempore, liaison roles, the regular meeting schedule, and other amendments as proposed.

Recommendations.

Staff recommends Council adopt an updated Council Rules and Procedures as proposed.

Background.

The charter ordinance providing for the appointment of a Mayor Pro Tempore and Acting Mayor Pro Tempore was adopted on 3rd and final reading on July 10, 2023 along with two other ordinances that cleaned up the Municipal Code regarding the appointment of these positions. The charter ordinance took effect 60 days after publication for two weeks and was effective on September 18, 2023 and the 2 other ordinances amending the municipal code on the same topic took effect on September 20, 2023. Staff is presenting a comprehensive update to the Council's Rules and Procedures to reflect the Mayor Pro Tempore and Acting Mayor Pro Tempore, the regular meeting schedule set by Resolution and other proposed amendments as outlined. These amendments are related to:

1. Council Liaison roles,
2. Mayor Pro Tempore and acting Mayor Pro Tempore,
3. Regular meetings,
4. Allowance for virtual public comment and presentations,
5. Clarification for meetings called by a majority of Council,
6. Updated language for Rules of Decorum proposed by the Town Attorney based on recent case history,
7. Changes reflecting the updated deadlines and publication dates for Council agendas and packets,
8. Clarification for Scoping Reports,
9. Removal of language regarding upcoming meeting agendas (to accommodate the recent change that upcoming agendas are included in workshop packets), and
10. Additional language that clarifies staff reports are required for 2nd and 3rd reading of ordinances.

The Council will consider additional changes to the Rules and Procedures when the censure topic is brought back to Council at its October 16 workshop. Should Council direct further changes to the Rules and Procedures as a result of the censure issue, staff would present an additional update in November or December.

Analysis & Key Policy Questions.

Key Policy Question #1: Does Council support the amendments to the Council Rules and Procedures as proposed by staff that have already been changed by Council through ordinance, resolution or decision at Council Retreat?

Council has already changed by ordinance, resolution, or decision at the Council retreat - the Council liaison roles, Mayor Pro Tempore and acting Mayor Pro Tempore, the regular meeting schedule, and clarification for scoping reports. These changes merely track what has already been adopted by Council through a vote.

Key Policy Question #2: Does Council support the clarification amendment related to meetings called by a majority of Council?

The current language isn't clear regarding consecutive Council decisions outside of a meeting and the proposed language removes the ambiguity and merely states the procedure for the Town Clerk to proceed with the meeting arrangements.

Key Policy Question #3: Does Council support the amendment to reflect the current practice of allowing virtual public comment and virtual presentations?

The current practice is for the Mayor to determine whether to permit virtual public comment at an in-person meeting rather than it being prohibited except for presentations and interviews. The update to the Rules and Procedures formalizes the current practice and allows the Mayor to make the determination to allow virtual public comment at in-person meetings and retains the provision for the Mayor or the Town Manager to allow it for presentations and interviews.

Key Policy Question #4: Does the Council support the edits to the Rules and Procedures related to the Rules of Decorum?

The current language in the Rules and Procedures did not fully reflect the responsibility of the Mayor to maintain decorum at a Council meeting. The proposed language reflects the Mayor's role in maintaining decorum and also updates the language regarding disturbing a meeting to reflect recent case history utilizing terms such as 'disrupt' and 'impede' instead of 'disturb.' The proposed language also reflects recent case history that sets forth a procedure for the Mayor to follow when someone does disrupt or impede the Council's proceedings and includes a warning step prior to removal from the meeting by the sergeant-at-arms. Language not related to decorum regarding the handling of matters was also removed from this section as it does not relate to decorum.

Key Policy Question #5: Does Council support the update related to staff reports accompanying 2nd and 3rd reading of ordinances?

This issue was discussed at the September 18 Town Council meeting when members of the Council were desirous of having the background staff report information attached for 2nd and 3rd reading of ordinances so that they could bring to recollection the issues surrounding their initial decision at the public hearing or at first reading. The proposed update clarifies that staff reports are required for 2nd and 3rd reading. Staff has already provided instruction to those writing staff reports to ensure that they prepare a staff report for 2nd and 3rd reading of ordinances and that they attached the original report where the background information was provided.

Key Policy Question #6: Does Council support the new practice of posting agendas and packets the Monday prior to regular and special Council meetings?

The current Rules and Procedures prescribed the day and time that the agenda would be closed (Wednesday). Once closed, the packet was then prepared and posted by the Town Clerk (Thursday). With the direction provided at the Council retreat, the Town Manager has completed institutionalizing the earlier deadlines for agenda items, initial and final staff reports, and ultimately the day and time that the agenda and all packet materials are posted online for the Council and public. This process appears to be working extremely well for all involved and provides additional time for the Council and the public to read staff reports prior to a meeting. It allows time for Council to ask any questions of staff necessary

prior to a meeting and it also allows Councilmembers time to thoroughly review items before them and better respond to constituents prior to a meeting.

The proposed updated language allows the Town Manager to internally set the day and time that the agenda is closed so that no new items can be added to a draft agenda. This deadline has been moved up and requires staff to plan far in advance for their items to come forward and plan the time necessary to prepare reports and supporting materials. The updated language also stipulates that the packet shall be made available a minimum of seven days prior to the Council meeting with the exception of extenuating circumstances approved by the Town Manager.

Key Policy Question #7: Does Council support backing up the deadline for Councilmembers to have an item listed under Matters from Mayor and Council two Mondays prior to the Council meeting?

With the earlier closing of the agenda and the earlier packet publication, the deadline for Council to have an item listed under Matters from Mayor and Council also needs to be earlier. Please note that an item does not need to be listed on the agenda for a member of Council to bring it up for discussion at a regular meeting. With the updated meeting schedule, except for rare occasions, most every Council meeting is a regular meeting.

Key Policy Question #9: Does Council support the change from 45 days to 60ish days for scoping reports?

This issue was discussed at the retreat and Council agreed to allow 60ish days for scoping reports. This timeline seems to be more realistic for staff, especially with the earlier deadlines for reports.

Key Policy Question #10: Does Council support institutionalizing the item on regular workshops for review of upcoming agendas, Council workplan and priorities, the status of scoping reports, and a review of potential initiatives (PI) not currently prioritized into the Council's workplan?

This process has been evolving and it provides for time set aside at every workshop to briefly review the Council's 2 year workplan priorities, upcoming agendas, directives provided through scoping reports, and PI list items not currently incorporated into the 2 year priority list. This item will be listed on regular 1:30 PM workshops moving forward to keep the information top of mind and allow time for staff and Council to discuss any changes to the schedule as a result of staff workload, the realization that some items take much longer than anticipated, or new items needing attention. The purpose of this review is not to necessarily add any new items to the list but to discuss whether there are changes in when an item can realistically be brought forward or changes due to new circumstances.

Possible Alternatives.

Council could choose to delay the update to the Rules and Procedures until after the censure issue has been considered and direction provided. Staff is presenting the update now as it was noticed in previous staff reports that the update would be presented on October 2, 2023 and an update now provides consistency for the appointment of the Mayor Pro Tempore and acting Mayor Pro Tempore. The censure issue is scheduled for discussion at the October 16, 2023 workshop.

Council could also provide direction to staff for further updates to the Rules and Procedures.

Comprehensive Plan & Priority Alignment.

In order to successfully implement the vision and common values of community character in the comprehensive plan, proper rules and procedures for Town Council are necessary.

Fiscal Impact.

There is no direct cost to amend the Rules and Procedures.

Staff Impact.

The staff impact of researching and implementing changes related to several of the updates has been reflected in the staff reports for those individual items. Staff is estimating the time involved with the actual update of the rules and procedures as shown in the below table.

Council Rules and Procedures Staff Impact		
Task	Departments	Estimated Hours
Updating Rules and Procedures for comprehensive changes	Administration	5
Staff Report Prep and Review for Updated Council Rules and Procedures	Administration, Legal	5
		10

Attachments or Links.

Council Rules and Procedures with tracked changes.

Council Rules and Procedures clean version.

Suggested Motion.

I move to adopt the updated Council Rules and Procedures as presented.



Rules and Procedures

TOWN COUNCIL Of Town of Jackson, Wyoming

Updated October 18, 2021

Proposed Amendments for Consideration on October 2, 2023

Pursuant to W.S. § 15-1-106 the governing body shall determine the rules for the conduct of its proceedings.

Effective ~~October 18, 2021~~ October 2, 2023

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CHAPTER ONE

GENERAL PROVISIONS

Section I. Adoption of Robert's Rules of Order.

The Town has adopted "Robert's Rules of Order" as its guideline for parliamentary procedure. The rules of parliamentary procedure should be adhered to whenever possible for the proper and orderly conduct of Town Council meetings. Where there is a conflict in procedure between that set forth in the Wyoming Statutes for Municipal Ordinances and that contained in "Robert's Rules of Order", the procedures established by law take precedence.

Section II. Suspension of Rules.

The Town Council has the right to suspend such rules as it has the power to adopt, including any rules contained in "Robert's Rules of Order". When the Town Council acts in violation of such rules as it has the authority to suspend, the rules are deemed suspended thereby and its actions are not invalidated by failure to comply with such rules.

Section III. Precedence of Rules.

The following is a compilation of both applicable parliamentary laws and those parliamentary rules and procedures that have been adopted by this Town Council. Any rules herein, in conflict with "Robert's Rules of Order" shall take precedence and shall be considered as amendments to said "Robert's Rules of Order."

CHAPTER TWO

RULES AND PROCEDURES

Section I. Types of Meetings.

Town Council meetings shall be conducted in person unless the Mayor or a majority of the Town Council determines the meeting shall be held virtually due to safety or security reasons. A majority of Council may overturn the decision of the Mayor to hold the meeting virtually. Town Council meetings may be of the following kinds:

- A. "Regular meetings" are set by ordinance-resolution and pursuant to Wyo. Stat. Ann. § 16-4-404(a).
- B. "Special meetings" may be called as provided by ordinance and pursuant to Wyo. Stat. Ann. § 16-4-404(b) and § 15-1-105. Regular meetings that are rescheduled are special meetings. Regular meetings that begin earlier or later than the time set by ordinance-resolution are special meetings. Special meetings may be called by the Mayor or by a majority of the Town Council.
 - 1. Mayoral Determination. When the Mayor sets a special meeting, the Town Clerk shall inform all members of the Town Council of the details of the meeting and shall proceed with public notification, Town staff notification, and agenda preparation.
 - 2. Majority of the Town Council Determination. When a majority of the Town Council agrees to set a special meeting, ~~a representative of that majority shall contact the Town Clerk. The Town Clerk shall then inform all members of the Town Council of the details of the meeting and shall~~ proceed with Council notification, public notification, staff notification, and agenda preparation.
 - 3. Town Staff Request. When the Town Manager, or their designee, desires a special meeting, they ~~Town Manager, or their designee,~~ shall contact the Town Clerk. The Town Clerk shall contact the Mayor to obtain authorization for that meeting. The Town Clerk shall then inform all members of the Town Council of the meeting and shall proceed with public notification, Town staff notification, and agenda preparation.
- C. "Executive sessions" may be called as provided by ordinance and pursuant to Wyo. Stat. Ann. § 16-4-405.
- D. "Emergency meetings" may be called pursuant to Wyo. Stat. Ann. § 16-4-404(d).

Section II. Notice of Meetings.

No notice of regular meetings is required. Action may be taken on matters before the Town Council at a regular meeting regardless of prior listing on the agenda, unless the matter requires advance notice as per the Jackson Municipal Code or Wyoming Statutes. Noticing is required for special meetings as set forth in Wyo. Stat. Ann. § 16-4-404(b). The notice for special meetings shall state the business to be transacted. No other business may be considered at a special meeting.

Section III. Quorum.

A majority of the Town Council is sufficient to conduct business, and motions may be passed 2-1 if only three (3) Councilmembers are present, but ordinances, resolutions granting franchises or licenses and motions concerning the payment of money require at least three (3) affirmative votes. Except for meetings designated as virtual by the Mayor or a majority of the Town Council, Town Council members shall attend meetings in person with the following exceptions:

- A. Town Council members may virtually participate, vote, and be counted for purposes of the quorum for no more than three (3) meetings in a one (1) year period, whether regular, special, or emergency meetings without the approval of the Mayor.
- B. The ability for a Councilmember to virtually participate, vote, and be counted in the quorum of the Council beyond the three (3) occurrences in the (1) year period shall be allowed only with the approval of the Mayor for each individual meeting where such a request is made. The ability for staff members to participate virtually shall be allowed only with the approval of the Town Manager for each individual meeting where such a request is made.

A member who recuses themselves from discussion and action on a particular item shall do so by stepping down from the Council desk, leaving the Council Chambers, or turning off their video during a virtual meeting, and, once they do so, is no longer counted towards a quorum being present.

The following reasons for a Councilmember or Mayoral absence(s) are considered excused, however any excusal shall be determined by a majority of Council pursuant to Wyo. Stat. Ann. § 15-1-107, as amended:

- For the birth and care of the newborn child of a Councilmember or the Mayor, or a family member thereof; or
- For placement with a Councilmember or the Mayor of a child for adoption or foster care; or
- To care for a Councilmember's or the Mayor's family member with a serious health condition; or
- To take medical leave when a Councilmember or the Mayor is unable to participate because of a serious health condition; or
- For a bereavement period related to the death of a family member; or
- The acceptance of a commission to any military office or the enlistment in or induction into the military service of the United States which may require an incumbent in an elective office to exercise military duties within or without the state for any period of time within the term for which such person has been elected or appointed; or
- The attendance, under military orders, at Reserve or National Guard monthly drill sessions or required training camps.

Section IV. Conduct of Regular Meetings Held at 6:00 PM Pursuant to [Section 2.04.010 of the Municipal Code](#).Resolution.

- A. The Mayor, or in the absence of the Mayor, the ~~Vice Mayor~~[Mayor Pro Tempore](#), shall act as chairperson at all meetings. [In the absence of the Mayor and the Mayor Pro Tempore, the acting Mayor Pro Tempore shall act as chairperson at all meetings.](#)

- B. The powers and duties of the Mayor include moving, seconding, debating, and voting from the Chair.
- C. The Mayor shall introduce each item on the agenda, ask for a staff presentation (if applicable), ask for applicant presentation (if applicable), ask for a motion on the matter, take public comment (as appropriate), preside over Council discussion, and call for a vote on the item. Below is the schedule for the 6:00PM regular meeting. Such schedule may be altered by the Mayor.
1. Consent Calendar Item
 - a. Mayor reads the title of each item on the consent calendar.
 - b. Mayor asks if any Councilmember would like to withdraw any items from the consent calendar.
 - c. Councilmembers state items to be withdrawn, if any.
 - d. Mayor asks for a motion to approve all items on the consent calendar that were not withdrawn.
 - e. Motion made and seconded to approve all items on the consent calendar that were not withdrawn.
 - f. Mayor asks for public comment on all items on the consent calendar that were not withdrawn.
 - g. Vote on all items on the consent calendar that were not withdrawn.
 - h. Withdrawn items are introduced, discussed, moved, publicly commented on, and voted on one at a time.
 2. Public Hearing, Discussion and/or Action Item
 - a. Mayor opens a public hearing on agenda item and/or reads the title thereof.
 - b. Presentation by staff.
 - c. Town Council questions of staff.
 - d. Presentation by applicant.
 - e. Town Council questions of applicant.
 - f. Mayor asks for public comment.
 - g. Motion made and seconded regarding the item.
 - h. Town Council discussion of the item.
 - i. Mayor calls for the vote.
 3. Resolution
 - a. Agenda Item is read by Mayor.
 - b. Town Council questions of staff.
 - c. Public comment.
 - d. Motion made and seconded regarding the item.
 - e. Town Council discussion.
 - f. Mayor calls for the vote.
 4. Ordinance
 - a. Motion to read all ordinances by short title
 - b. Ordinances read by Town Attorney either individually or all consecutively

- c. Town Council questions of staff
 - d. Public comment
 - e. Motion and Second to Approve
 - f. Town Council discussion
 - g. Mayor calls for the vote
- D. At their discretion, the Mayor may allow additional Town Council questions of staff, Town Council questions of the applicant, and/or public comment at any time they deem appropriate.
- E. The Chief of Police, or their designee, shall serve as Sergeant-at-Arms to preserve order in the Chambers during in-person meetings.

Section V. Conduct of Other Regular or Special Meetings.

The conduct and order of business of regular or special meetings other than those regular meetings held at 6:00 PM shall be determined by the Town Clerk with input from the Mayor, Town Manager, or their designees.

Section VI. ~~Vice Mayor~~ Mayor Pro Tempore and acting Mayor Pro Tempore.

The Mayor shall appoint a Mayor Pro Tempore and acting Mayor Pro Tempore pursuant to Section 2.02.024 of the Jackson Municipal Code.

~~Each January, or whenever the Mayor deems appropriate, pursuant to W.S. 515-1-108(a)(i), the Mayor shall appoint a Councilmember to serve as the Vice Mayor or Mayor Pro Tem. In the absence of the Mayor, the Vice Mayor shall preside at all meetings of the governing body and/or perform other Mayoral duties as requested.~~

Section VII. Rules of Debate.

- A. In obtaining the floor, every Councilmember shall first address the Mayor, gain recognition by the Mayor, and shall confine themselves to the question under debate.
- B. Staff members, after recognition by the Mayor, shall hold the floor until completion of their remarks or until recognition is withdrawn by the Mayor.
- C. No Councilmember shall speak more than once upon any particular item until every other Councilmember desiring to speak upon the item has spoken. No Councilmember shall speak longer than five (5) minutes the first time, or three (3) minutes the second or subsequent times, on any one particular item, except by majority vote of the Town Council. No Councilmember shall speak more than three (3) times on the item without the express consent of the Mayor.

Section VIII. Addressing the Town Council.

- A. Each person desiring to address the Town Council either under the public comment section or under the public comment period for a particular item shall, whether via a virtual platform or the

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lectern in-person, state their full name for the record; state the subject they wish to discuss; state whom they represent, if they represent an organization or other person(s); and, unless further time is granted by the Mayor or by majority vote of the Town Council, limit their remarks to three (3) minutes.

- B. Public comment made by phone, video, or any other form of electronic communication, in a non-virtual meeting shall be allowed as approved in advance of the meeting by the Mayor. ~~not be permitted with the exception of a~~ Applicant or consultant presentations and interviews for advisory or joint powers boards may be virtual, as approved in advance of the meeting by the Mayor or Town Manager.
- C. All remarks shall be addressed to the Town Council as a body and not to any individual member thereof.
- D. No question shall be asked of a Councilmember or a member of the staff without the permission of the Mayor. After permission of the Mayor, a question may be asked, but neither staff nor the Councilmember to whom the question is directed shall answer the question during the public comment period.
- E. In order to expedite matters and avoid repetitious presentations, whenever any group of persons wishes to address the Town Council on the same subject matter, it shall be proper for the Mayor to request that a spokesperson be chosen by the group to address the Town Council and, in case additional matters are to be presented by any other member of said group, to limit the number of such persons addressing the Town Council.

Section IX. Rules of Decorum.

A. Decorum. Town Council proceedings shall be conducted in an orderly manner to ensure the public has a full opportunity to be heard and the deliberative process of the Town Council is always retained. The Mayor shall be responsible for maintaining the order and decorum of proceedings.

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B. Rules of Decorum. While any proceeding of the Town Council is in session, the following rules of order and decorum shall be observed.

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A.1. Councilmembers. ~~While the Town Council is in session,~~ Councilmembers must preserve order and decorum. ~~No~~ Councilmembers ~~shall not~~, by conversation or otherwise, ~~shall~~ delay, ~~disrupt, impede,~~ or interrupt the order of the Town Council ~~the~~ proceedings, ~~disturb the order of the Town Council,~~ interrupt any other Councilmember while speaking, or refuse to obey the orders of the Mayor.

2. Staff Members. Staff shall observe the same rules of order and decorum ~~as that~~ are applicable to Councilmember ~~the Town Council.~~

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3. Persons Addressing Town Council. Persons addressing the Town Council in person or virtually shall not engage in conduct that disrupts or impedes the proceedings of the Town Council.

4. Audience Members. Persons in the audience attending Town Council proceedings in person or virtually shall not engage in conduct that disrupts or impedes the proceedings of the Town Council.

B.

C. Any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the Town Council shall be called to order by the Mayor and, if such conduct continues, may, at the discretion of the Mayor, be ordered barred from further audience before the Town Council during that meeting.

D. Any person in the audience who engages in criminal conduct as defined in the Jackson Municipal Code or, by any rude behavior, interrupts, molests, or disturbs a Town Council Meeting, upon instructions from the Mayor, may be removed from the meeting by the Sergeant at Arms, or by appropriate staff managing the virtual meeting.

C. Enforcement of Decorum. These rules of decorum set forth above shall be enforced in the following manner:

1. Removal. The Mayor may remove or cause the removal of, the person or persons disrupting or impeding Town Council Proceedings. If such person or persons do not remove themselves, the Mayor may order the law enforcement officer serving as the sergeant-at-arms of the Town Council, or an appropriate Town staff member managing the virtual proceedings, to remove that person or persons from the Town Council proceedings.

2. Warning. Prior to removing a person or persons from Town Council proceedings, the Mayor shall warn the person or persons that their behavior is disrupting or impeding the proceedings and their failure to cease their behavior may result in their removal. If, after receiving the warning, the person or persons persist in disrupting or impeding the meeting, the Mayor may then remove the person or persons from the Town Council proceedings.

3. Sergeant-At-Arms. Any law enforcement officer who is serving as sergeant-at-arms of the Town Council shall carry out all orders and instructions given by the Mayor for the purpose of maintaining order and decorum at Town Council proceedings. Upon instruction from the Mayor it shall be the duty of the sergeant-at-arms to remove from Town Council proceedings any person or persons disrupting the proceedings.

E. Matters before the Town Council in a meeting will normally be handled in one of the following manners:

1. Acted upon.
2. Placed under Matters from Mayor and Council for action later on in the meeting.
3. Referred to Town staff for further research and presentation at a future meeting.
4. Received and filed without action.

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- ~~5. Continued, pending further consideration or the receipt of information to/by staff.~~
~~6. Referred to the Town Manager for placement on an upcoming meeting.~~

Section X. Motions.

- A. When a motion is made and seconded, it may be stated by the Mayor or the Town Clerk before a vote on said motion is taken. Any Councilmember may ask that a motion be restated or displayed on screen prior to voting. Restatement of the motion may be by the Mayor or delegated to any Councilmember or staff member.
- B. A motion shall not be withdrawn by the mover without the consent of the seconder.
- C. If the question contains two or more divisible propositions, the Mayor may, and upon the request of a Councilmember shall, divide the same.
- D. No motion is before the Town Council until it has been seconded.
- E. When a motion is before the Town Council, no other motion shall be entertained except:
 - 1. To adjourn.
 - 2. To fix the hour of adjournment.
 - 3. To lay on the table (postpone indefinitely).
 - 4. For the previous question (to vote immediately).
 - 5. To table to a certain day.
 - 6. To refer (to a committee or a member of staff for report).
 - 7. To amend or to substitute another motion.
 - 8. To refer to the Town Manager for placement on a future meeting agenda.

These motions have precedence in the order indicated. The first four (4) motions are not debatable, though it is always permissible to raise a point of order on the proper use of any motion and it is also permissible to appeal the point of order. Once an item of business has been disposed of, it is not available for further debate except upon a motion and majority vote to reconsider pursuant to subsection G hereof.

- F. Friendly Amendments. A Councilmember may offer a friendly amendment to a motion that has already been made and seconded. If the motion maker and the second accept the request for the friendly amendment, the motion is thereby deemed amended and, when the Mayor calls for the vote, the vote is on the motion as amended.
- G. Reconsideration. A Councilmember may make a motion to reconsider the vote on a particular item to permit correction of hasty, ill-advised, or erroneous action; or to take into account added information; or to address a changed situation that has developed since the taking of the vote. Because of the investment made by members of the public to attend specific Council meetings to hear entire presentations and debate, to make public comments, and hear the vote on a particular item, motions to reconsider are strongly discouraged.

1. A motion to reconsider shall occur either at the same meeting where the original vote was taken, or at the next regular or special meeting prior to the approval of the minutes of the meeting during which the original vote was taken.
2. A motion to reconsider must be made by a Councilmember who voted on the prevailing side.
3. A motion to reconsider can be acted upon immediately or it can be delayed until a future Town Council meeting.
4. If the motion to reconsider will be acted on immediately:
 - a. Debate, a motion, and a vote occurs.
 - b. If the motion to reconsider is successful, the item is then before the Council for action pursuant to the original motion. Additional information can then be presented and discussed, amendments to the original motion can be made, and a vote taken.
5. If the reconsideration will occur at a future meeting:
 - a. The Mayor directs the Town Clerk to place the reconsideration item as the first action item on the next agenda and to place the minutes of the previous meeting as the first item immediately following reconsideration.
 - b. Public notice for the subsequent meeting includes that the Council intends to reconsider the vote on the item in question.
 - c. At the subsequent meeting, debate, a motion, and a vote occurs.
 - d. If the motion to reconsider is successful, the item is then before the Council for action pursuant to the original motion. Additional information can then be presented and discussed, amendments to the original motion can be made, and a vote taken.
 - e. The minutes of the previous meeting are then approved as amended to include the reconsideration and outcome.
 - f. If the vote to reconsider fails, the minutes of the previous meeting are approved as presented and the meeting continues.

Section XI. Voting.

On the passage of every motion, the vote shall be taken and entered in the record by the Town Clerk.

- A. Every Councilmember should vote unless disqualified by a conflict of interest.
- B. The failure of a Councilmember to voice their vote will be considered as their having cast an affirmative vote on the motion.
- C. Abstention. (To refrain from voting)
 1. While it is the duty of every member who has an opinion on the question to express it by their vote, one cannot be compelled to do so. A Councilmember, though it is discouraged, may abstain from voting.
 2. An abstention has same the effect as if the member voted on the prevailing side.

D. Recusal. (To disqualify oneself from participation in debate and voting on grounds such as prejudice or personal involvement)

1. Councilmembers may recuse themselves for cause by publicly stating the reason for their disqualification. When a Councilmember recuses themselves from voting on a particular item, said Councilmember shall not remain in their seat nor, if it is a virtual meeting, appear via the electronic platform during the debate and vote on such item. The Councilmember shall step down and take a seat in the audience, leave the Council Chamber, or turn off their video during a virtual meeting. A Councilmember recusing themselves shall not be counted for purposes of the quorum and shall be considered absent for the purpose of determining the outcome of any vote on such item.
2. If a Councilmember is requested to recuse themselves with respect to an item by another member, a party to the current matter, or anyone else who may be affected by a decision relating to the item, the member must decide whether to recuse themselves. If the Councilmember contends that there is no clearly disqualifying conflict of interest, the matter of disqualification shall be decided by the Town Attorney.

Section XII. Consent Calendar.

The consent calendar shall contain any and all items staff determines are routine and do not require debate or discussion. This includes minutes, disbursements, special event requests, bid awards, contracts for projects previously authorized, and the like. All contracts shall, before presentation to Town Council, have been approved as to form and legality by the Town Attorney. The Mayor or any Town Councilmember may pull an item off of the consent calendar to be considered individually.

Section XIII. Ordinances.

Where the particular ordinance has been prepared in advance.

- A. ~~On first reading, a~~ n ordinance shall be accompanied by a staff report ~~for each reading.~~
- B. All readings of ordinances may be made by title only. Upon completion of the appropriate reading by the Town Attorney, the Town Council may, by majority vote, make any changes or amendments it desires.
- C. Upon second or third reading, If the ordinance is substantially or materially changed at the time of second or third reading, the reading must be considered a first reading. ~~No staff report is required for second or third reading.~~
- D. Following the third reading, and at least ten (10) days after the first reading, except for emergency ordinances, upon motion made and seconded, the ordinance is adopted if there are at least three (3) affirmative votes.
- E. Ordinances shall become effective pursuant to Title 15 of the Wyoming Statutes.

- F. It is the duty of the Town Clerk to publish ordinances pursuant to Title 15 of the Wyoming Statutes.
- G. Emergency ordinances may be read by short title; require $\frac{3}{4}$ of the qualified members of the governing body or four (4) affirmative votes for passage; require only one reading; and become effective immediately upon adoption. They may be declared void if no true emergency existed. No franchise may be granted by emergency ordinance.
- H. All ordinances shall, before presentation to the Town Council, have been approved as to form and legality by the Town Attorney.

Section XIV. Resolutions.

- A. Where the particular resolution has been prepared in advance, the procedure is:
 - 1. Resolution title is read by the Mayor.
 - 2. Town Council questions of staff.
 - 3. Mayor asks for public comment.
 - 4. Mayor asks for a motion and second.
 - 5. Town Council discussion.
 - 6. Mayor calls for the vote.
- B. It is not necessary to read in full, as long as the resolution is sufficiently identified. However, any Councilmember may demand that it be read in full. All resolutions shall, before presentation to the Town Council, have been approved as to form and legality, by the Town Attorney.

Section XV. Town Council Minutes.

The minutes are the responsibility of the Town Clerk until presented to the Town Council for approval; the Town Council may, at the time of presentation for approval, by motion make such corrections as conform to fact. The minutes shall be published pursuant to Wyoming Statutes.

Minutes of executive sessions are the responsibility of the Town Attorney. If the Town Attorney is not present at an executive session, the Mayor shall take minutes or delegate the task to a Councilmember.

Section XVI. Order of Business.

The order of business for regular meetings held at 6:00 PM on the first and third Monday of each month shall be:

- A. Opening
 - 1. Call to Order.
 - 2. Pledge of Allegiance.
 - 3. Roll call.
 - 4. Announcements and Proclamations.

- B. Public Comment (public comment is reserved for questions and comments from the public on items that are not otherwise included in the agenda)
- C. Consent Calendar
 - 1. Minutes.
 - 2. Disbursements.
 - 3. Additional items deemed appropriate by staff or the Mayor.
- D. Public Hearings, Discussion and/or Possible Action Items
- E. Resolutions
- F. Ordinances
- G. Matters from Mayor and Council
- H. Matters from the Town Manager
- I. Adjournment

The regular order of business may be suspended at any time by the Mayor or by a majority vote of Council present. The order of business for meetings, other than regular meetings, shall be determined by the Town Clerk, with input from the Mayor, Town Manager, or their designees.

Section XVII. Agendas and Packets for Meetings.

- A. Regular Meetings. Agendas and packets for regular meetings shall be prepared by the Town Clerk. Agendas for regular meetings shall be closed at a day and time set by the Town Manager or their designee, at 12:00 P.M. on the Wednesday preceding the meeting. The agenda shall be finalized by the Town Clerk with input from the Mayor and Town Manager, or their designees. With the exception of extenuating circumstances approved by the Town Manager or their designee, the packet shall be made available to the Town Council and the public a minimum of seven days prior to the Council meeting.
- B. The Mayor may add or remove items from the upcoming agenda presented by staff for a regular meeting except for:
 - 1. General order of business items in Section XVI.A (ex: call to order, approval of minutes, etc.); or
 - 2. Statutorily required items or public hearings (ex: required public hearings for liquor licenses); or
 - 3. Items required by the Municipal Code or Land Development Regulations (ex: Conditional Use Permits, Final Plats, Annexation Public Hearings, Liquor License Public Hearings, etc.); or

4. Items listed under Matters from Mayor and Council requested by the Mayor or Councilmembers before 12:00pm ~~on the fifth day~~ two Mondays prior to the regular meeting and provided to the Town Clerk.

C. Items on the agenda of a 6:00 PM regular meeting may include the following:

1. Announcements. Announcements do not need to be accompanied by a staff report. Announcements notify the public of upcoming meetings, schedule changes, new employee introductions, office closings, and the like. Announcements do not require Town Council action and can be recommended for addition to the agenda by the Mayor or any Councilmember or staff member.
2. Proclamations. Proclamations do not need to be accompanied by a staff report. Proclamations notify the public of community-wide events, such as burn week, or of issues of community significance such as commendations, remembrances, and the like. Proclamations do not require Town Council action and can be recommended for addition to the agenda by the Mayor, a majority of Council, or the Town Manager or their designee.
3. Public Comment. This item on the agenda is reserved for questions and comments from the public on items that are not already included on the agenda. If prior notification has been given that a citizen intends to speak under Public Comment, their name shall be so listed on the agenda. If documents are provided prior to finalization of the Town Council packet, those items shall be included in the packet.
4. Consent Calendar. See Section XII.
5. Public Hearings, Discussion, and/or Possible Action Items. Items in this section shall be accompanied by a staff report. This section of the agenda is for public hearings, administrative items, departmental action items, contracts, public infrastructure project authorizations, and the like.
6. Resolutions. Resolutions may be accompanied by a staff report. Resolutions are related to policy matters, budget adoption or amendment, elected official commendations, schedule amendments, and the like. Resolutions may amend the Municipal Code if an ordinance allows amendment by resolution. Resolution numbers are designated by the Town Clerk.
7. Ordinances. See Section XIII.
8. Matters from Mayor and Council. Items listed in this section of the agenda may be presented by the Mayor or any Councilmember and may be accompanied by a staff report. Staff may also present items for Council consideration in this section with the Mayor's authorization. This section of the agenda is utilized for items and actions including, but not limited to:
 - a. Travel authorizations.
 - i. Action for pre-approval of travel authorization and expenditure for Councilmembers to attend specific conferences.
 - ii. Travel authorizations may be accompanied by a staff report.
 - b. Designation of meeting delegates.
 - i. Action for approval of a voting delegate(s) for upcoming meetings/conventions.

- ii. A staff report is optional for this item.
- c. Board appointments.
 - i. Action for board member appointments pursuant to applicable legal procedure.
 - ii. Board appointments may be accompanied by a staff report stating, the board at issue, the qualifications for appointment, that the candidates meet the qualifications, the term(s), and the candidates for the appointment.
- d. Announcements regarding Councilmember out of office plans.
 - i. Action to announce when the Mayor or a Councilmember plans to be unavailable for meetings or communication.
 - ii. No staff report is provided with this item.
- e. Future meeting date/time setting.
 - i. Action to either announce a selected meeting date/time by general consent or to approve a motion to set a specific meeting date/time.
 - ii. A staff report is optional for this item.
- f. Items listed or raised by a Councilmember.
 - i. Action ~~to request a scoping staff report to place the requested item~~ on an agenda in the next 4560ish days. The motion is made after the requesting Councilmember provides a brief summary about the item (3 minutes).
 - 1) If the motion fails, the item is added to the Potential Initiative List (PI List) for consideration at the next Council retreat.
 - 2) If the motion passes, at that future meeting, staff will present a [scoping](#) staff report with information and a recommendation to the Council so that a determination can be made whether to:
 - (a) Make it one of the Council's Priorities and add it to a specific Department's Work Plan, and
 - (b) Determine what item, in turn, would be removed from the Council's Priority List, and
 - (c) Determine what item would be removed or delayed in the Work Plan for the specific Department,OR
 - (d) To add the item to the PI List for consideration at the next Town Council retreat.
 - 3) No staff report is provided with this item.
- g. Town Council members may announce an item they wish to be added to the PI List for consideration at the next Town Council retreat and provide a brief summary, no more than three (3) minutes, of the item. The item shall then be added to the PI List by staff.

9. Matters from the Town Manager. This section of the agenda is for the Town Manager to report to the Council on the various activities of note of Town government operations and to notify the Council of upcoming meetings and scheduling. Items contained in the Town Manager's report may include issues recommended for affirmative Council action and the Mayor may take public comment. Upon presentation of the Town Manager's report, the Council moves to approve the Town Manager's report.

D. Special or Regular ~~3:00 PM~~Workshop Meetings. Agendas and packets shall be prepared for these meetings by the Town Clerk. Agendas shall be closed on the date so determined by the ~~Town Clerk with input from the Mayor and Town Manager, or their designees. The agenda shall be finalized by the Town Clerk with input from the Mayor and~~ Town Manager, or their designees. With the exception of extenuating circumstances approved by the Town Manager or their designee, the packet shall be made available to the Town Council and the public a minimum of seven days prior to the Council meeting. Items on these meeting agendas may include the following:

1. Discussion and/or Action Items. These matters may require detailed discussion in an informal setting between Town Council and Town Staff, Town Council and other appointed boards, Town Council and citizen groups, or Town Council and individual applicants requesting Town Council action. Matters before the Town Council at a special or regular ~~3:00 PM~~workshop meeting may be items requiring additional time for review of details or requests, draft ordinances for discussion purposes, complex public infrastructure projects, or items Town Staff is desirous of feedback on prior to placement on a regular meeting agenda for action. Public comment may or may not be taken on these items and is dependent upon statutory or municipal code requirements or whether public comment has already been taken on the item previously or is planned for a date in the future.

~~2. Set Next Workshop Agenda. Town Staff shall recommend to the Town Council a proposed listing of items to be placed on upcoming workshop agendas. Changes to the listing of items may be made by the Mayor or a majority vote of the Town Council.~~

2. Upcoming Agendas and Review of Council Priorities. This item presents the upcoming draft meeting agendas for informational purposes, and allows time for discussion and review of Council priorities, the status of scoping reports, and a review of the list of potential initiatives not currently prioritized in the Council's workplan.

E. General. Agendas and packets for meetings shall be produced by the Town Clerk and distributed/posted to members of the Council and the public on a timeline established by the Town Manager or their designee with input from the Mayor, or their designee.

Section XVIII. Town Council Board and Committee Liaisons.

- A. The Council may appoint individual members to liaise with various boards and committees throughout the community.

- B. Each January, or as soon thereafter as the Council deems appropriate, the Council shall review the list of board and committee liaisons and make changes as they deem necessary. The liaison appointments shall be by majority vote the Council and shall remain valid until changed.
- C. Council liaisons primary role is that of facilitator of communications from the relevant board or committee to the Council. As a liaison, Councilmembers should not be an advocate for the board or committee for whom they liaise, give direction, or influence a decision of that board or committee. Rather, as a liaison, Councilmembers:
1. Assist and provide information to the board or committee; and
 2. Act as a spokesperson on behalf of the Council when so directed by the Council when seated as a body; and
 3. Act as a contact person, if the board or committee, or an individual member thereof, wants such a channel of communication.

D. A Council liaison role is NOT:

1. To make suggestions, offer input, or give direction into the operations of the Board/Committee;
2. To participate in governing board executive sessions;
3. To independently review and comment or offer feedback on information/issues (stating their personal opinions or desires, what they believe the volunteer board should or should not do, information they should or should not consider, etc.);
4. To represent the Town Council's position on any matter not previously discussed and "resolved" through a Council vote;
5. To assist in operations, direction, or decision making of the Board/Committee; or
6. To advocate for the Board/Committee in question.

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D-E. A Councilmember who is appointed to sit as a member of a board, commission, or committee is not a liaison.

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E-F. Attendance is discretionary, however, despite attendance not being required, it is strongly encouraged.

Section XIX. Town Staff Reports.

The Town Manager shall approve all staff reports prior to placement in the packet for any Council meeting as they deem necessary. Town Staff reports shall be prepared in a format deemed appropriate by the Town Manager.

Section XX. Town Attorney.

The Town Attorney is retained to provide legal advice and assistance to the Council, staff, boards, and other bodies deemed appropriate by Council. Individual Councilmembers shall first obtain authorization from the Town Council prior to requesting the Town Attorney undertake research, legal work, or prepare resolutions and ordinances. In matters of extreme urgency, Councilmembers shall first obtain

authorization from the Mayor for the same. Staff members shall first obtain authorization from their department director, or, if their department director is unavailable, the Town Manager, prior to requesting the Town Attorney undertake research or legal work.

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Section XXI. Research for Members of the Town Council.

Individual Councilmembers shall refrain from requesting opinions or research from staff and shall direct all inquiries and requests through the Town Manager, or their designee.

Section XXII. Official Correspondence from the Mayor or Members of the Town Council

The Mayor shall be designated and authorized to represent the Town Council and author letters on issues supported by a vote of the Town Council. —Individual Councilmembers shall refrain from using their position as a Councilmember to send official letters on Town letterhead in support of or in opposition to issues without a vote of approval from the Town Council. The Mayor or any Councilmember may author personal letters of reference to individuals on Town letterhead so long as those letters do not indicate that they are representing the Town Council as a whole.

Section XXIII. Appointments.

- A. Mayoral Appointments. Mayoral appointments shall follow a procedure as determined by the Mayor. This procedure may involve advertising, accepting letters of interest, interviews by the Mayor, interviews by the Council, interviews by staff, or any other procedure the Mayor deems appropriate. For Mayoral appointments that require the advice and/or consent of the Council, a majority of Council may set a procedure for providing their advice and/or consent and that procedure may involve interviews by the Council, interviews by staff, or any other procedure a majority of Council deems appropriate. Any procedure used by the Council for the advice and/or consent may change at any time by majority vote of the Council.
- B. Majority of Town Council Appointments. Appointments that require a majority vote of the Council shall follow a procedure as determined by majority vote of the Council. This procedure may involve advertising, accepting letters of interest, interviews by the Council, and interviews by staff or any other procedure as the Council deems appropriate. Any procedure set forth by majority vote of the Council may change at any time by another majority vote of the Council.

Section XXIV. Swearing In of New Members.

- A. Upon Election. Pursuant to Wyoming Statutes, the term of office for a person elected at the general municipal election commences the first Monday in January following the general election but before entering their duties, they must be administered the Oath of Office. The Town Clerk shall arrange a Swearing In Ceremony to be held on the first Monday in January in the morning, prior to any Town Council meetings being called to order.
- B. Upon Appointment. Upon appointment at a regular or special meeting, the Oath of Office shall be administered.

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Rules and Procedures

TOWN COUNCIL Of Town of Jackson, Wyoming

Updated October 2, 2023

Pursuant to W.S. § 15-1-106 the governing body shall determine the rules for the conduct of its proceedings.

Effective October 2, 2023

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CHAPTER ONE

GENERAL PROVISIONS

Section I. Adoption of Robert's Rules of Order.

The Town has adopted "Robert's Rules of Order" as its guideline for parliamentary procedure. The rules of parliamentary procedure should be adhered to whenever possible for the proper and orderly conduct of Town Council meetings. Where there is a conflict in procedure between that set forth in the Wyoming Statutes for Municipal Ordinances and that contained in "Robert's Rules of Order", the procedures established by law take precedence.

Section II. Suspension of Rules.

The Town Council has the right to suspend such rules as it has the power to adopt, including any rules contained in "Robert's Rules of Order." When the Town Council acts in violation of such rules as it has the authority to suspend, the rules are deemed suspended thereby and its actions are not invalidated by failure to comply with such rules.

Section III. Precedence of Rules.

The following is a compilation of both applicable parliamentary laws and those parliamentary rules and procedures that have been adopted by this Town Council. Any rules herein, in conflict with "Robert's Rules of Order," shall take precedence and shall be considered as amendments to said "Robert's Rules of Order."

CHAPTER TWO

RULES AND PROCEDURES

Section I. Types of Meetings.

Town Council meetings shall be conducted in person unless the Mayor or a majority of the Town Council determines the meeting shall be held virtually due to safety or security reasons. A majority of Council may overturn the decision of the Mayor to hold the meeting virtually. Town Council meetings may be of the following kinds:

- A. "Regular meetings" are set by resolution and pursuant to Wyo. Stat. Ann. § 16-4-404(a).
- B. "Special meetings" may be called as provided by ordinance and pursuant to Wyo. Stat. Ann. § 16-4-404(b) and § 15-1-105. Regular meetings that are rescheduled are special meetings. Regular meetings that begin earlier or later than the time set by resolution are special meetings. Special meetings may be called by the Mayor or by a majority of the Town Council.
 - 1. Mayoral Determination. When the Mayor sets a special meeting, the Town Clerk shall inform all members of the Town Council of the details of the meeting and shall proceed with public notification, Town staff notification, and agenda preparation.
 - 2. Majority of the Town Council Determination. When a majority of the Town Council agrees to set a special meeting, the Town Clerk shall proceed with Council notification, public notification, staff notification, and agenda preparation.
 - 3. Town Staff Request. When the Town Manager, or their designee, desires a special meeting, they shall contact the Town Clerk. The Town Clerk shall contact the Mayor to obtain authorization for that meeting. The Town Clerk shall then inform all members of the Town Council of the meeting and shall proceed with public notification, Town staff notification, and agenda preparation.
- C. "Executive sessions" may be called as provided by ordinance and pursuant to Wyo. Stat. Ann. § 16-4-405.
- D. "Emergency meetings" may be called pursuant to Wyo. Stat. Ann. § 16-4-404(d).

Section II. Notice of Meetings.

No notice of regular meetings is required. Action may be taken on matters before the Town Council at a regular meeting regardless of prior listing on the agenda, unless the matter requires advance notice as per the Jackson Municipal Code or Wyoming Statutes. Noticing is required for special meetings as set forth in Wyo. Stat. Ann. § 16-4-404(b). The notice for special meetings shall state the business to be transacted. No other business may be considered at a special meeting.

Section III. Quorum.

A majority of the Town Council is sufficient to conduct business, and motions may be passed 2-1 if only three (3) Councilmembers are present, but ordinances, resolutions granting franchises or licenses and motions concerning the payment of money require at least three (3) affirmative votes. Except for meetings designated as virtual by the Mayor or a majority of the Town Council, Town Council members shall attend meetings in person with the following exceptions:

- A. Town Council members may virtually participate, vote, and be counted for purposes of the quorum for no more than three (3) meetings in a one (1) year period, whether regular, special, or emergency meetings without the approval of the Mayor.
- B. The ability for a Councilmember to virtually participate, vote, and be counted in the quorum of the Council beyond the three (3) occurrences in the (1) year period shall be allowed only with the approval of the Mayor for each individual meeting where such a request is made. The ability for staff members to participate virtually shall be allowed only with the approval of the Town Manager for each individual meeting where such a request is made.

A member who recuses themselves from discussion and action on a particular item shall do so by stepping down from the Council desk, leaving the Council Chambers, or turning off their video during a virtual meeting, and, once they do so, is no longer counted towards a quorum being present.

The following reasons for a Councilmember or Mayoral absence(s) are considered excused, however any excusal shall be determined by a majority of Council pursuant to Wyo. Stat. Ann. § 15-1-107, as amended:

- For the birth and care of the newborn child of a Councilmember or the Mayor, or a family member thereof; or
- For placement with a Councilmember or the Mayor of a child for adoption or foster care; or
- To care for a Councilmember's or the Mayor's family member with a serious health condition; or
- To take medical leave when a Councilmember or the Mayor is unable to participate because of a serious health condition; or
- For a bereavement period related to the death of a family member; or
- The acceptance of a commission to any military office or the enlistment in or induction into the military service of the United States which may require an incumbent in an elective office to exercise military duties within or without the state for any period of time within the term for which such person has been elected or appointed; or
- The attendance, under military orders, at Reserve or National Guard monthly drill sessions or required training camps.

Section IV. Conduct of Regular Meetings Held at 6:00 PM Pursuant to Resolution.

- A. The Mayor, or in the absence of the Mayor, the Mayor Pro Tempore, shall act as chairperson at all meetings. In the absence of the Mayor and the Mayor Pro Tempore, the acting Mayor Pro Tempore shall act as chairperson at all meetings.

- B. The powers and duties of the Mayor include moving, seconding, debating, and voting from the Chair.
- C. The Mayor shall introduce each item on the agenda, ask for a staff presentation (if applicable), ask for applicant presentation (if applicable), ask for a motion on the matter, take public comment (as appropriate), preside over Council discussion, and call for a vote on the item. Below is the schedule for the 6:00PM regular meeting. Such schedule may be altered by the Mayor.
 - 1. Consent Calendar Item
 - a. Mayor reads the title of each item on the consent calendar.
 - b. Mayor asks if any Councilmember would like to withdraw any items from the consent calendar.
 - c. Councilmembers state items to be withdrawn, if any.
 - d. Mayor asks for a motion to approve all items on the consent calendar that were not withdrawn.
 - e. Motion made and seconded to approve all items on the consent calendar that were not withdrawn.
 - f. Mayor asks for public comment on all items on the consent calendar that were not withdrawn.
 - g. Vote on all items on the consent calendar that were not withdrawn.
 - h. Withdrawn items are introduced, discussed, moved, publicly commented on, and voted on one at a time.
 - 2. Public Hearing, Discussion and/or Action Item
 - a. Mayor opens a public hearing on agenda item and/or reads the title thereof.
 - b. Presentation by staff.
 - c. Town Council questions of staff.
 - d. Presentation by applicant.
 - e. Town Council questions of applicant.
 - f. Mayor asks for public comment.
 - g. Motion made and seconded regarding the item.
 - h. Town Council discussion of the item.
 - i. Mayor calls for the vote.
 - 3. Resolution
 - a. Agenda Item is read by Mayor.
 - b. Town Council questions of staff.
 - c. Public comment.
 - d. Motion made and seconded regarding the item.
 - e. Town Council discussion.
 - f. Mayor calls for the vote.
 - 4. Ordinance
 - a. Motion to read all ordinances by short title
 - b. Ordinances read by Town Attorney either individually or all consecutively

- c. Town Council questions of staff
 - d. Public comment
 - e. Motion and Second to Approve
 - f. Town Council discussion
 - g. Mayor calls for the vote
- D. At their discretion, the Mayor may allow additional Town Council questions of staff, Town Council questions of the applicant, and/or public comment at any time they deem appropriate.
- E. The Chief of Police, or their designee, shall serve as Sergeant-at-Arms to preserve order in the Chambers during in-person meetings.

Section V. Conduct of Other Regular or Special Meetings.

The conduct and order of business of regular or special meetings other than those regular meetings held at 6:00 PM shall be determined by the Town Clerk with input from the Mayor, Town Manager, or their designees.

Section VI. Mayor Pro Tempore and acting Mayor Pro Tempore.

The Mayor shall appoint a Mayor Pro Tempore and acting Mayor Pro Tempore pursuant to Section 2.02.024 of the Jackson Municipal Code.

Section VII. Rules of Debate.

- A. In obtaining the floor, every Councilmember shall first address the Mayor, gain recognition by the Mayor, and shall confine themselves to the question under debate.
- B. Staff members, after recognition by the Mayor, shall hold the floor until completion of their remarks or until recognition is withdrawn by the Mayor.
- C. No Councilmember shall speak more than once upon any particular item until every other Councilmember desiring to speak upon the item has spoken. No Councilmember shall speak longer than five (5) minutes the first time, or three (3) minutes the second or subsequent times, on any one particular item, except by majority vote of the Town Council. No Councilmember shall speak more than three (3) times on the item without the express consent of the Mayor.

Section VIII. Addressing the Town Council.

- A. Each person desiring to address the Town Council either under the public comment section or under the public comment period for a particular item shall, whether via a virtual platform or the lectern in-person, state their full name for the record; state the subject they wish to discuss; state whom they represent, if they represent an organization or other person(s); and, unless further

time is granted by the Mayor or by majority vote of the Town Council, limit their remarks to three (3) minutes.

- B. Public comment made by phone, video, or any other form of electronic communication, in a non-virtual meeting shall be allowed as approved in advance of the meeting by the Mayor. Applicant or consultant presentations and interviews for advisory or joint powers boards may be virtual as approved in advance of the meeting by the Mayor or Town Manager.
- C. All remarks shall be addressed to the Town Council as a body and not to any individual member thereof.
- D. No question shall be asked of a Councilmember or a member of the staff without the permission of the Mayor. After permission of the Mayor, a question may be asked, but neither staff nor the Councilmember to whom the question is directed shall answer the question during the public comment period.
- E. In order to expedite matters and avoid repetitious presentations, whenever any group of persons wishes to address the Town Council on the same subject matter, it shall be proper for the Mayor to request that a spokesperson be chosen by the group to address the Town Council and, in case additional matters are to be presented by any other member of said group, to limit the number of such persons addressing the Town Council.

Section IX. Rules of Decorum.

- A. Decorum. Town Council proceedings shall be conducted in an orderly manner to ensure the public has a full opportunity to be heard and the deliberative process of the Town Council is always retained. The Mayor shall be responsible for maintaining the order and decorum of proceedings.
- B. Rules of Decorum. While any proceeding of the Town Council is in session, the following rules of order and decorum shall be observed.
 - 1. Councilmembers. Councilmembers must preserve order and decorum. Councilmembers shall not, by conversation or otherwise, delay, disrupt, impede, or interrupt the order of the Town Council proceedings, interrupt any other Councilmember while speaking, or refuse to obey the orders of the Mayor.
 - 2. Staff Members. Staff shall observe the same rules of order and decorum that are applicable to Councilmembers.
 - 3. Persons Addressing Town Council. Persons addressing the Town Council in person or virtually shall not engage in conduct that disrupts or impedes the proceedings of the Town Council.

4. Audience Members. Persons in the audience attending Town Council proceedings in person or virtually shall not engage in conduct that disrupts or impedes the proceedings of the Town Council.
- C. Enforcement of Decorum. These rules of decorum set forth above shall be enforced in the following manner:
1. Removal. The Mayor may remove or cause the removal of, the person or persons disrupting or impeding Town Council Proceedings. If such person or persons do not remove themselves, the Mayor may order the law enforcement officer serving as the sergeant-at-arms of the Town Council, or an appropriate Town staff member managing the virtual proceedings, to remove that person or persons from the Town Council proceedings.
 2. Warning. Prior to removing a person or persons from Town Council proceedings, the Mayor shall warn the person or persons that their behavior is disrupting or impeding the proceedings and their failure to cease their behavior may result in their removal. If, after receiving the warning, the person or persons persist in disrupting or impeding the meeting, the Mayor may then remove the person or persons from the Town Council proceedings.
 3. Sergeant-At-Arms. Any law enforcement officer who is serving as sergeant-at-arms of the Town Council shall carry out all orders and instructions given by the Mayor for the purpose of maintaining order and decorum at Town Council proceedings. Upon instruction from the Mayor it shall be the duty of the sergeant-at-arms to remove from Town Council proceedings any person or persons disrupting the proceedings.

Section X. Motions.

- A. When a motion is made and seconded, it may be stated by the Mayor or the Town Clerk before a vote on said motion is taken. Any Councilmember may ask that a motion be restated or displayed on screen prior to voting. Restatement of the motion may be by the Mayor or delegated to any Councilmember or staff member.
- B. A motion shall not be withdrawn by the mover without the consent of the seconder.
- C. If the question contains two or more divisible propositions, the Mayor may, and upon the request of a Councilmember shall, divide the same.
- D. No motion is before the Town Council until it has been seconded.
- E. When a motion is before the Town Council, no other motion shall be entertained except:
 1. To adjourn.
 2. To fix the hour of adjournment.
 3. To lay on the table (postpone indefinitely).

4. For the previous question (to vote immediately).
5. To table to a certain day.
6. To refer (to a committee or a member of staff for report).
7. To amend or to substitute another motion.
8. To refer to the Town Manager for placement on a future meeting agenda.

These motions have precedence in the order indicated. The first four (4) motions are not debatable, though it is always permissible to raise a point of order on the proper use of any motion and it is also permissible to appeal the point of order. Once an item of business has been disposed of, it is not available for further debate except upon a motion and majority vote to reconsider pursuant to subsection G hereof.

- F. Friendly Amendments. A Councilmember may offer a friendly amendment to a motion that has already been made and seconded. If the motion maker and the second accept the request for the friendly amendment, the motion is thereby deemed amended and, when the Mayor calls for the vote, the vote is on the motion as amended.
- G. Reconsideration. A Councilmember may make a motion to reconsider the vote on a particular item to permit correction of hasty, ill-advised, or erroneous action; or to take into account added information; or to address a changed situation that has developed since the taking of the vote. Because of the investment made by members of the public to attend specific Council meetings to hear entire presentations and debate, to make public comments, and hear the vote on a particular item, motions to reconsider are strongly discouraged.
 1. A motion to reconsider shall occur either at the same meeting where the original vote was taken, or at the next regular or special meeting prior to the approval of the minutes of the meeting during which the original vote was taken.
 2. A motion to reconsider must be made by a Councilmember who voted on the prevailing side.
 3. A motion to reconsider can be acted upon immediately or it can be delayed until a future Town Council meeting.
 4. If the motion to reconsider will be acted on immediately:
 - a. Debate, a motion, and a vote occurs.
 - b. If the motion to reconsider is successful, the item is then before the Council for action pursuant to the original motion. Additional information can then be presented and discussed, amendments to the original motion can be made, and a vote taken.
 5. If the reconsideration will occur at a future meeting:
 - a. The Mayor directs the Town Clerk to place the reconsideration item as the first action item on the next agenda and to place the minutes of the previous meeting as the first item immediately following reconsideration.
 - b. Public notice for the subsequent meeting includes that the Council intends to reconsider the vote on the item in question.
 - c. At the subsequent meeting, debate, a motion, and a vote occurs.

- d. If the motion to reconsider is successful, the item is then before the Council for action pursuant to the original motion. Additional information can then be presented and discussed, amendments to the original motion can be made, and a vote taken.
- e. The minutes of the previous meeting are then approved as amended to include the reconsideration and outcome.
- f. If the vote to reconsider fails, the minutes of the previous meeting are approved as presented and the meeting continues.

Section XI. Voting.

On the passage of every motion, the vote shall be taken and entered in the record by the Town Clerk.

- A. Every Councilmember should vote unless disqualified by a conflict of interest.
- B. The failure of a Councilmember to voice their vote will be considered as their having cast an affirmative vote on the motion.
- C. Abstention. (To refrain from voting)
 - 1. While it is the duty of every member who has an opinion on the question to express it by their vote, one cannot be compelled to do so. A Councilmember, though it is discouraged, may abstain from voting.
 - 2. An abstention has same the effect as if the member voted on the prevailing side.
- D. Recusal. (To disqualify oneself from participation in debate and voting on grounds such as prejudice or personal involvement)
 - 1. Councilmembers may recuse themselves for cause by publicly stating the reason for their disqualification. When a Councilmember recuses themselves from voting on a particular item, said Councilmember shall not remain in their seat nor, if it is a virtual meeting, appear via the electronic platform during the debate and vote on such item. The Councilmember shall step down and take a seat in the audience, leave the Council Chamber, or turn off their video during a virtual meeting. A Councilmember recusing themselves shall not be counted for purposes of the quorum and shall be considered absent for the purpose of determining the outcome of any vote on such item.
 - 2. If a Councilmember is requested to recuse themselves with respect to an item by another member, a party to the current matter, or anyone else who may be affected by a decision relating to the item, the member must decide whether to recuse themselves. If the Councilmember contends that there is no clearly disqualifying conflict of interest, the matter of disqualification shall be decided by the Town Attorney.

Section XII. Consent Calendar.

The consent calendar shall contain any and all items staff determines are routine and do not require debate or discussion. This includes minutes, disbursements, special event requests, bid awards, contracts for projects previously authorized, and the like. All contracts shall, before presentation to

Town Council, have been approved as to form and legality by the Town Attorney. The Mayor or any Town Councilmember may pull an item off of the consent calendar to be considered individually.

Section XIII. Ordinances.

Where the particular ordinance has been prepared in advance.

- A. An ordinance shall be accompanied by a staff report for each reading.
- B. All readings of ordinances may be made by title only. Upon completion of the appropriate reading by the Town Attorney, the Town Council may, by majority vote, make any changes or amendments it desires.
- C. Upon second or third reading, If the ordinance is substantially or materially changed at the time of second or third reading, the reading must be considered a first reading.
- D. Following the third reading, and at least ten (10) days after the first reading, except for emergency ordinances, upon motion made and seconded, the ordinance is adopted if there are at least three (3) affirmative votes.
- E. Ordinances shall become effective pursuant to Title 15 of the Wyoming Statutes.
- F. It is the duty of the Town Clerk to publish ordinances pursuant to Title 15 of the Wyoming Statutes.
- G. Emergency ordinances may be read by short title; require $\frac{3}{4}$ of the qualified members of the governing body or four (4) affirmative votes for passage; require only one reading; and become effective immediately upon adoption. They may be declared void if no true emergency existed. No franchise may be granted by emergency ordinance.
- H. All ordinances shall, before presentation to the Town Council, have been approved as to form and legality by the Town Attorney.

Section XIV. Resolutions.

- A. Where the particular resolution has been prepared in advance, the procedure is:
 - 1. Resolution title is read by the Mayor.
 - 2. Town Council questions of staff.
 - 3. Mayor asks for public comment.
 - 4. Mayor asks for a motion and second.
 - 5. Town Council discussion.
 - 6. Mayor calls for the vote.
- B. It is not necessary to read in full, as long as the resolution is sufficiently identified. However, any Councilmember may demand that it be read in full. All resolutions shall, before presentation to the Town Council, have been approved as to form and legality, by the Town Attorney.

Section XV. Town Council Minutes.

The minutes are the responsibility of the Town Clerk until presented to the Town Council for approval; the Town Council may, at the time of presentation for approval, by motion make such corrections as conform to fact. The minutes shall be published pursuant to Wyoming Statutes.

Minutes of executive sessions are the responsibility of the Town Attorney. If the Town Attorney is not present at an executive session, the Mayor shall take minutes or delegate the task to a Councilmember.

Section XVI. Order of Business.

The order of business for regular meetings held at 6:00 PM on the first and third Monday of each month shall be:

- A. Opening
 - 1. Call to Order.
 - 2. Pledge of Allegiance.
 - 3. Roll call.
 - 4. Announcements and Proclamations.
- B. Public Comment (public comment is reserved for questions and comments from the public on items that are not otherwise included in the agenda)
- C. Consent Calendar
 - 1. Minutes.
 - 2. Disbursements.
 - 3. Additional items deemed appropriate by staff or the Mayor.
- D. Public Hearings, Discussion and/or Possible Action Items
- E. Resolutions
- F. Ordinances
- G. Matters from Mayor and Council
- H. Matters from the Town Manager
- I. Adjournment

The regular order of business may be suspended at any time by the Mayor or by a majority vote of Council present. The order of business for meetings, other than regular meetings, shall be determined by the Town Clerk, with input from the Mayor, Town Manager, or their designees.

Section XVII. Agendas and Packets for Meetings.

- A. Regular Meetings. Agendas and packets for regular meetings shall be prepared by the Town Clerk. Agendas for regular meetings shall be closed at a day and time set by the Town Manager or their designee. The agenda shall be finalized by the Town Clerk with input from the Mayor and Town Manager, or their designees. With the exception of extenuating circumstances approved by the Town Manager or their designee, the packet shall be made available to the Town Council and the public a minimum of seven days prior to the Council meeting.
- B. The Mayor may add or remove items from the upcoming agenda presented by staff for a regular meeting except for:
 - 1. General order of business items in Section XVI.A (ex: call to order, approval of minutes, etc.); or
 - 2. Statutorily required items or public hearings (ex: required public hearings for liquor licenses);or
 - 3. Items required by the Municipal Code or Land Development Regulations (ex: Conditional Use Permits, Final Plats, Annexation Public Hearings, Liquor License Public Hearings, etc.); or
 - 4. Items listed under Matters from Mayor and Council requested by the Mayor or Councilmembers before 12:00pm two Mondays prior to the regular meeting and provided to the Town Clerk.
- C. Items on the agenda of a 6:00 PM regular meeting may include the following:
 - 1. Announcements. Announcements do not need to be accompanied by a staff report. Announcements notify the public of upcoming meetings, schedule changes, new employee introductions, office closings, and the like. Announcements do not require Town Council action and can be recommended for addition to the agenda by the Mayor or any Councilmember or staff member.
 - 2. Proclamations. Proclamations do not need to be accompanied by a staff report. Proclamations notify the public of community-wide events, such as burn week, or of issues of community significance such as commendations, remembrances, and the like. Proclamations do not require Town Council action and can be recommended for addition to the agenda by the Mayor, a majority of Council, or the Town Manager or their designee.
 - 3. Public Comment. This item on the agenda is reserved for questions and comments from the public on items that are not already included on the agenda. If prior notification has been given that a citizen intends to speak under Public Comment, their name shall be so listed on the agenda. If documents are provided prior to finalization of the Town Council packet, those items shall be included in the packet.
 - 4. Consent Calendar. See Section XII.
 - 5. Public Hearings, Discussion, and/or Possible Action Items. Items in this section shall be accompanied by a staff report. This section of the agenda is for public hearings, administrative items, departmental action items, contracts, public infrastructure project authorizations, and the like.

6. Resolutions. Resolutions may be accompanied by a staff report. Resolutions are related to policy matters, budget adoption or amendment, elected official commendations, schedule amendments, and the like. Resolutions may amend the Municipal Code if an ordinance allows amendment by resolution. Resolution numbers are designated by the Town Clerk.
7. Ordinances. See Section XIII.
8. Matters from Mayor and Council. Items listed in this section of the agenda may be presented by the Mayor or any Councilmember and may be accompanied by a staff report. Staff may also present items for Council consideration in this section with the Mayor's authorization. This section of the agenda is utilized for items and actions including, but not limited to:
 - a. Travel authorizations.
 - i. Action for pre-approval of travel authorization and expenditure for Councilmembers to attend specific conferences.
 - ii. Travel authorizations may be accompanied by a staff report.
 - b. Designation of meeting delegates.
 - i. Action for approval of a voting delegate(s) for upcoming meetings/conventions.
 - ii. A staff report is optional for this item.
 - c. Board appointments.
 - i. Action for board member appointments pursuant to applicable legal procedure.
 - ii. Board appointments may be accompanied by a staff report stating, the board at issue, the qualifications for appointment, that the candidates meet the qualifications, the term(s), and the candidates for the appointment.
 - d. Announcements regarding Councilmember out of office plans.
 - i. Action to announce when the Mayor or a Councilmember plans to be unavailable for meetings or communication.
 - ii. No staff report is provided with this item.
 - e. Future meeting date/time setting.
 - i. Action to either announce a selected meeting date/time by general consent or to approve a motion to set a specific meeting date/time.
 - ii. A staff report is optional for this item.
 - f. Items listed or raised by a Councilmember.
 - i. Action to request a scoping staff report on an agenda in the next 60ish days. The motion is made after the requesting Councilmember provides a brief summary about the item (3 minutes).
 - 1) If the motion fails, the item is added to the Potential Initiative List (PI List) for consideration at the next Council retreat.

- 2) If the motion passes, at that future meeting, staff will present a scoping staff report with information and a recommendation to the Council so that a determination can be made whether to:
 - (a) Make it one of the Council's Priorities and add it to a specific Department's Work Plan, and
 - (b) Determine what item, in turn, would be removed from the Council's Priority List, and
 - (c) Determine what item would be removed or delayed in the Work Plan for the specific Department,
 - OR
 - (d) To add the item to the PI List for consideration at the next Town Council retreat.
- 3) No staff report is provided with this item.

- g. Town Council members may announce an item they wish to be added to the PI List for consideration at the next Town Council retreat and provide a brief summary, no more than three (3) minutes, of the item. The item shall then be added to the PI List by staff.

9. Matters from the Town Manager. This section of the agenda is for the Town Manager to report to the Council on the various activities of note of Town government operations and to notify the Council of upcoming meetings and scheduling. Items contained in the Town Manager's report may include issues recommended for affirmative Council action and the Mayor may take public comment. Upon presentation of the Town Manager's report, the Council moves to approve the Town Manager's report.

- D. Special or Regular Workshop Meetings. Agendas and packets shall be prepared for these meetings by the Town Clerk. Agendas shall be closed on the date so determined by the Town Manager, or their designee. With the exception of extenuating circumstances approved by the Town Manager or their designee, the packet shall be made available to the Town Council and the public a minimum of seven days prior to the Council meeting. Items on these meeting agendas may include the following:

1. Discussion and/or Action Items. These matters may require detailed discussion in an informal setting between Town Council and Town Staff, Town Council and other appointed boards, Town Council and citizen groups, or Town Council and individual applicants requesting Town Council action. Matters before the Town Council at a special or regular workshop meeting may be items requiring additional time for review of details or requests, draft ordinances for discussion purposes, complex public infrastructure projects, or items Town Staff is desirous of feedback on prior to placement on a regular meeting agenda for action. Public comment may or may not be taken on these items and is dependent upon statutory or municipal code requirements or whether public comment has already been taken on the item previously or is planned for a date in the future.
2. Upcoming Agendas and Review of Council Priorities. This item presents the upcoming draft meeting agendas for informational purposes, and allows time for discussion and

review of Council priorities, the status of scoping reports, and a review of the list of potential initiatives not currently prioritized in the Council's workplan.

- E. General. Agendas and packets for meetings shall be produced by the Town Clerk and distributed/posted to members of the Council and the public on a timeline established by the Town Manager or their designee with input from the Mayor, or their designee.

Section XVIII. Town Council Board and Committee Liaisons.

- A. The Council may appoint individual members to liaise with various boards and committees throughout the community.
- B. Each January, or as soon thereafter as the Council deems appropriate, the Council shall review the list of board and committee liaisons and make changes as they deem necessary. The liaison appointments shall be by majority vote the Council and shall remain valid until changed.
- C. Council liaisons primary role is that of facilitator of communications from the relevant board or committee to the Council. As a liaison, Councilmembers should not be an advocate for the board or committee for whom they liaise, give direction, or influence a decision of that board or committee. Rather, as a liaison, Councilmembers:
 - 1. Assist and provide information to the board or committee; and
 - 2. Act as a spokesperson on behalf of the Council when so directed by the Council when seated as a body; and
 - 3. Act as a contact person, if the board or committee, or an individual member thereof, wants such a channel of communication.
- D. A Council liaison role is NOT:
 - 1. To make suggestions, offer input, or give direction into the operations of the Board/Committee;
 - 2. To participate in governing board executive sessions;
 - 3. To independently review and comment or offer feedback on information/issues (stating their personal opinions or desires, what they believe the volunteer board should or should not do, information they should or should not consider, etc.);
 - 4. To represent the Town Council's position on any matter not previously discussed and "resolved" through a Council vote;
 - 5. To assist in operations, direction, or decision making of the Board/Committee; or
 - 6. To advocate for the Board/Committee in question.
- E. A Councilmember who is appointed to sit as a member of a board, commission, or committee is not a liaison.
- F. Attendance is discretionary, however, despite attendance not being required, it is strongly encouraged.

Section XIX. Town Staff Reports.

The Town Manager shall approve all staff reports prior to placement in the packet for any Council meeting as they deem necessary. Town Staff reports shall be prepared in a format deemed appropriate by the Town Manager.

Section XX. Town Attorney.

The Town Attorney is retained to provide legal advice and assistance to the Council, staff, boards, and other bodies deemed appropriate by Council. Individual Councilmembers shall first obtain authorization from the Town Council prior to requesting the Town Attorney undertake research, legal work, or prepare resolutions and ordinances. In matters of extreme urgency, Councilmembers shall first obtain authorization from the Mayor for the same. Staff members shall first obtain authorization from their department director, or, if their department director is unavailable, the Town Manager, prior to requesting the Town Attorney undertake research or legal work.

Section XXI. Research for Members of the Town Council.

Individual Councilmembers shall refrain from requesting opinions or research from staff and shall direct all inquiries and requests through the Town Manager, or their designee.

Section XXII. Official Correspondence from the Mayor or Members of the Town Council

The Mayor shall be designated and authorized to represent the Town Council and author letters on issues supported by a vote of the Town Council. Individual Councilmembers shall refrain from using their position as a Councilmember to send official letters on Town letterhead in support of or in opposition to issues without a vote of approval from the Town Council. The Mayor or any Councilmember may author personal letters of reference to individuals on Town letterhead so long as those letters do not indicate that they are representing the Town Council as a whole.

Section XXIII. Appointments.

- A. Mayoral Appointments. Mayoral appointments shall follow a procedure as determined by the Mayor. This procedure may involve advertising, accepting letters of interest, interviews by the Mayor, interviews by the Council, interviews by staff, or any other procedure the Mayor deems appropriate. For Mayoral appointments that require the advice and/or consent of the Council, a majority of Council may set a procedure for providing their advice and/or consent and that procedure may involve interviews by the Council, interviews by staff, or any other procedure a majority of Council deems appropriate. Any procedure used by the Council for the advice and/or consent may change at any time by majority vote of the Council.
- B. Majority of Town Council Appointments. Appointments that require a majority vote of the Council shall follow a procedure as determined by majority vote of the Council. This procedure may involve advertising, accepting letters of interest, interviews by the Council, and interviews by staff or any other procedure as the Council deems appropriate. Any procedure set forth by majority vote of the Council may change at any time by another majority vote of the Council.

Section XXIV. Swearing In of New Members.

- A. Upon Election. Pursuant to Wyoming Statutes, the term of office for a person elected at the general municipal election commences the first Monday in January following the general election but before entering their duties, they must be administered the Oath of Office. The Town Clerk shall arrange a Swearing In Ceremony to be held on the first Monday in January in the morning, prior to any Town Council meetings being called to order.
- B. Upon Appointment. Upon appointment at a regular or special meeting, the Oath of Office shall be administered.

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STAFF REPORT



Meeting Date:	October 2, 2023	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Consideration of Establishing Town Policy and Procedure Regarding the Naming of Public Places	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider the revised Town Policy and Procedure Regarding the Naming of Public Places.

Requested Action.

Staff requests Council consider the attached updated draft resolution Establishing Town Policy and Procedure Regarding the Naming of Public Places ("Naming Policy").

Recommendations.

Staff recommends Council review the updated draft Naming Policy for consistency with Council's direction at the September 18, 2023 Council Meeting.

Background.

At the June 21, 2022 Town Council meeting, Council directed staff to present a policy for the naming of public places. The Town Attorney drafted such a policy and coordinated with Parks & Recreation and Jackson Hole Public Art so they could review the draft prior to its placement on the September 18, 2023 agenda.

At the September 18, 2023 Council direct staff to modify the Naming Policy by amending a) Section 4.3.4 to a statement that the Town does not name Public Places after corporations, associations, or other legally created entities and b) the remainder of 4.3 to express that a major gift to the Town is the reward in itself and that the Town, as a general policy, does not name Public Places for major gifts.

Analysis & Key Policy Questions.

The key questions were answered, and policy direction provided at the September 18, 2023 Meeting, all of which has been incorporated into the updated draft Naming Policy attached to this staff report.

Possible Alternatives.

Council has the alternative options of:

1. Providing staff further direction on amendments to the draft presented and adopting the Naming Policy with those amendments included.
2. Providing staff further direction on amendments to the draft presented and directing an amended policy be presented at a future meeting.
3. Continuing the item for further deliberation.

Comprehensive Plan & Priority Alignment.

The naming of public places aligns with Principle 4.5 under Section 4. Town as the Heart of the Region – The Central Complete Neighborhood as that principle discusses preserving historic structures and sites.

Fiscal Impact.

Establishing a naming policy in and of itself does not create a fiscal impact. Upon the adoption of a policy, the subsequent fiscal impact of applying the policy will be unique to each circumstance and can only be determined at the time of the naming and includes things such as the size, scale, and quality of signage, whether renaming is involved, and any public outreach/process involved in the naming. There may be individual impacts if address changes are required as the result of naming a street.

There are no direct fiscal impacts of adopting the resolution as they are not required to be published separately or as part of the minutes.

Staff Impact.

The staff impact of bringing forward the original draft Naming Policy was approximately 25 hours, mostly focused in the Legal Department, but also involving Administration.

The staff impact of bringing forward this updated draft Naming Policy was 2 hours by the Town Attorney and 30 minutes by Administration.

Attachments or Links.

Updated Draft Resolution Establishing Town Policy and Procedure Regarding the Naming of Public Places Clean version.

Updated Draft Resolution Establishing Town Policy and Procedure Regarding the Naming of Public Places Redline.

Suggested Motion.

I move to approve the Resolution Establishing Town Policy and Procedure Regarding the Naming of Public Places.

RESOLUTION 23-19

A RESOLUTION ESTABLISHING TOWN POLICY AND PROCEDURE REGARDING THE NAMING OF PUBLIC PLACES

WHEREAS, the Town of Jackson (“Town”) recognizes there is value in and a desire to name public places to acknowledge historic events and individuals who have made a noteworthy positive contributions to our community and the world; and

WHEREAS, the consideration and designation of each name for a public place must respect the values, ideals, goals, and the community identity of Jackson, Wyoming and, in pursuance thereof, names for public places should be approached with deliberation and should conform to certain guidelines, standards, and procedures; and

WHEREAS, there is a need to establish guidelines, standards, and procedures for the consideration and designation of names for public places.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Jackson (“Town Council”), in regular session duly assembled, that the following Town Policy and Procedure Regarding the Naming of Public Places is hereby adopted:

1.0 Definitions

- A. *Amenities*. Any facilities, buildings, and smaller furnishings, accessories, and fixtures, within a Public Place (e.g., benches, fountains, tables, and the like).
- B. *Lead Department*. The Town of Jackson department so designated by the Town Manager upon a proposal submission, which is customarily the department most affected by the proposal.
- C. *Public Places*. Any indoor or outdoor publicly owned areas, Amenities, or the like. The term includes, but is not limited to, parks (designed parks, natural open spaces, trails, and pathways); all structures owned by the Town of Jackson; and all major permanent components of parks and recreational facilities (e.g., fields, swimming pools, tennis courts, playgrounds, artwork, like physical features, and rooms within buildings).¹

2.0 Background and Policy

The naming of Public Places is often complex and emotionally evocative since naming designates a powerful and permanent identity for a place. The names of Public Places tell important stories of Jackson’s history and reflect its values, ideals, goals, and community identity. Naming Public Places involves the public, individual stakeholders, Town staff, and the Town Council. Consequently, the process for naming Public Places needs to be approached cautiously and done carefully and thoughtfully. Once a name is selected for a Public Place it should be bestowed with the intention that it will be permanent, and renaming an existing Public Place is strongly discouraged and should be resisted. The Town has limited public resources for changing names on signs, maps, and literature, and excessive renaming can be costly, impracticable, overburdensome, and confusing to the public. Accordingly, critical examination should be conducted to ensure that the renaming of a Public Place is practical and does not diminish the original justification for the name. The policy of the Town is to reserve naming Public Places for circumstances that tradition and practice have shown to best serve the interests of the Town, assure a worthy and enduring legacy for the Town’s Public Places, and reflect both community interest and the values of the Town. To that end, the policy set forth herein establishes the guidelines, standards, and procedures for naming Public Places, to which the following shall also apply:

- A. The Town Council has final authority to approve or deny the name of Public Places.
- B. The Town Council may pursue naming Public Places at its discretion, including for commemorative, cultural, historic, contribution, or sponsorship goals.

¹ For the remainder of this Resolution the phrase *naming Public Places* shall refer to naming new Public Places, as well as renaming existing Public Places.

- C. The name of a Public Place may be revoked at the discretion of the Town Council at any time, without public process or hearings.
- D. The donation of land, facilities, or funds for the acquisition, renovation, or maintenance of Public Places shall not constitute an obligation by the Town to name the Public Place, or any portion thereof, after an individual, family, or entity.

3.0 General Considerations.

In considering a proposal to name a Public Place, the following shall be considered individually and collectively:

- A. Will the name have historical, cultural, and social significance for generations to come?
- B. Will the name engender a strong, positive image?
- C. Will the name memorialize or commemorate people, places, or events that are of enduring importance to the community, State, or the nation?
- D. Will the name engender significant ties of friendship and mutual recognition and support within the community?
- E. Will the name be identified with some major achievement or the advancement of the public good within the community, State, or the nation?
- F. Will the name be particularly suitable for the Public Place based on the location or history of the place or the surrounding neighborhood?
- G. Will the name have symbolic value that transcends its ordinary meaning or use and enhance the character and identity of the Public Place?
- H. Will the name result in the undue commercialization of the Public Place?
- I. What financial and public resources will need to be devoted in the naming of the Public Place?

4.0 Naming Guidelines and Standards.

In considering a proposal to name a Public Place, the following applicable guidelines and standards shall be applied individually and collectively:

4.1 Naming for Exceptional Individuals and Groups.

- 4.1.1** Naming Public Places for an individual is reserved only for persons who are deceased. A Public Place shall not be named after an individual until the person has been deceased for at least three (3) years and that person's significance and good reputation have been secured in the history and lore of the community, State, or nation.
- 4.1.2** Naming Public Places in recognition of an individual or group shall be reserved for those who contributed outstanding civic service for the betterment of the Jackson community or the State of Wyoming during their lifetime. The quality of the contribution along with the length of the service of the individual should be considered.
- 4.1.3** Naming Public Places after national or international figures or groups should be rare and only upon a substantial demonstration of the figure's or group's connection to or special importance in the Jackson community or the State of Wyoming.
- 4.1.4** Naming Public Places after a group of people who perished in or survived a tragic event or war should be considered only well after the public shock generated by the tragic event or war has lessened. Potential sites for such memorials should be focused on Public Places that are more known for their serene and contemplative nature rather than active recreational locations. Consideration may be placed on the contributions to the Jackson community or the State of Wyoming or the heroic actions of these people during their lifetime, rather than solely on the circumstances of their death or survivorship.
- 4.1.5** Naming a Public Place after historical figures or groups should be reserved for figures or groups who have historic, cultural, or social significance near or otherwise associated with the Public Place, which should be demonstrated through research and documentation. The appropriateness of naming a Public Place after such a figure or group is further supported if the community or surrounding region has already identified the Public Place with the name of the figure.

4.2 Naming for Historic Events and Places. When a Public Place is located near or otherwise associated with

events and places of historic, cultural, or social significance, it is appropriate to name the Public Place after such events and places. The relationship of the Public Place to the events and places of historic, cultural, or social significance should be demonstrated through research and documentation. The appropriateness of naming Public Places after such an event or place is further supported if the community or the surrounding region have already identified the Public Place with the name of the event or place. If the naming is associated with an event, the event must have taken place at least ten (10) years prior to the naming.

- 4.3 Naming for Major Gifts.** The donation of major gifts to the Town should be reward in itself. Though the general policy of the Town is not to do so, on rare occasion, a major gift could be made to the Town (or a specific department or initiative thereof) that is of such magnitude and generosity that naming a Public Place at the request of the benefactor could be considered. If such a request is made and granted by Council, all general guidelines, standards, and procedures set forth in this policy shall be followed.
- 4.4 Naming for Entities.** The donation of a gift to the Town by corporations, associations, or other legally created entities should be reward in itself. The Town does not name Public Places in response to receiving gifts from corporations, associations, or other legally created entities.
- 4.5 Sister Cities Program.** The Town may consider naming Public Places for the international cities associated with the Town's Sister Cities Program.
- 4.6 Natural or Geological Features.** Names of Public Places may be based on distinctive, predominant, and defining natural or geological features of the Town and surrounding area.
- 4.7 Streets and Alleys.** The naming of new streets and alleys shall follow the guidelines, standards, and procedures of this policy. However, the renaming of existing streets or alleys is not allowed, except as permitted under Section 5.0. Notwithstanding the prohibition on renaming streets or alleys, there can be an honorary naming of a street or alley, which honorary naming shall follow the guidelines, standards, and procedures of this policy.
- 4.8 Other Considerations.**
 - 4.8.1 Subdivision.** Typically, a Public Place (such as a park) should not be subdivided for the purpose of designating multiple names to the Place unless there are readily identifiable major physical divisions (major roads, waterways, etc.) in the Public Place and there are other compelling reasons for having more than one name for the Public Place. This limitation on naming Public Places should not prevent giving a different name for a trail, building, Amenity, major feature, or distinct area located in Public Places.
 - 4.8.2 Temporary Use.** Public Places that are held by the Town through lease, use agreement, or have a distinct limited life span or occupancy should not be named.
 - 4.8.3 Signage.** All signs in Public Places must meet and not depart from the Town's graphic and signage standards. No specialized signage will be displayed.

5.0 Renaming Public Places.

- 5.1 Renaming Generally.** Proposals to rename Public Places are not encouraged and should be entertained only after fully investigating and considering the potential impact of removing the current name. Names that have become ingrained or widely accepted in the community should not be abandoned unless there are compelling reasons and strong public sentiment for doing so. Historical or commonly used names should be preserved when possible. A renaming proposal shall be subject to the guidelines and standards set forth in this policy and to the procedures in Section 7.0
- 5.2 Revoking a Name Based on Disrepute or Subsequent Disreputable Acts.** The Town reserves the Town Council's exclusive right, at its sole discretion, to revoke the name of any Public Place without public process or hearings, including of an individual, group, or that associated with a major gift, if the individual(s), group, etc. for whom it is named, or the benefactor, turns out to be disreputable or subsequently acts in a disreputable way. The Town may, in its sole discretion, rename the Public Place or elect to leave it unnamed.
- 5.3 Revoking a Name Based on Derogation or Offensiveness.** A name of a Public Place that is derogatory or is shown to be offensive to a particular racial or ethnic group, gender, or religious group may be

revoked at the discretion of Town Council at any time, without public process or hearings. While names that have become ingrained or widely accepted in the community should not be abandoned without compelling reasons and community consideration; derogation and offensiveness to a particular racial or ethnic group, gender, or religious group are compelling reasons for revocation. The Town may, in its sole discretion, rename the Public Place or elect to leave it unnamed.

6.0 New Public Place Without a Name Request. If a new Public Place is completed and no proposal for a name has come from the community, the Town may, but is not required to, propose a name, and may use an organized public process that it deems appropriate (i.e., Town-initiated proposal, fielding public nominations, a community contest, etc.). A name proposal developed under this Section shall be subject to the guidelines and standards set forth in this policy and the procedures in Section 7.2 and 7.3.

7.0 Procedure for Proposals to Name or Rename a Public Place.

7.1 Proposal Submission. An individual, benefactor, community group, or business proposing to name a Public Place must provide a written proposal to the Town Manager, or their designee. The written proposal shall address the guidelines and standards set forth in this policy, and how the proposal meets the applicable standards.

7.2 Processing of Proposal by Town Manager. Upon the submission of a proposal, the Town Manager, or their designee, shall designate a Lead Department to assist with the proposal. The Town Manager, or their designee, and the Lead Department shall review and analyze the proposal for compliance with the guidelines and standards set forth in this policy. If the proposal does not comply, the Town Manager will not advance the proposal to the Town Council and shall communicate such determination to the proposer. The proposer shall have the opportunity to correct and resubmit their proposal. If the proposal complies, the Town Manager will advance the proposal for Town Council consideration via a staff report that addresses, at minimum, the proposal's compliance with the guidelines and standards in this policy, as well as the financial, practical, staff and Town resource impacts, and legal impacts and ramifications of the naming or renaming.

7.3 Town Council Review. Upon presentation of the staff report by the Town Manager, or their designee, the Town Council may approve the proposal as is or deny the proposal. If Town Council elects to propose a modified name or rename the Public Place, the item shall be placed on a future agenda and repeat the process set forth in Section 7.2. and this Section 7.3. The final decision to approve or deny a proposal is wholly within the discretion of the Town Council. The Town Council may deny a proposal even if the proposal meets the guidelines and standards of this policy. There is no appeal of the Town Council's final decision.

RESOLUTION 23-19

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¹ For the remainder of this Resolution the phrase *naming Public Places* shall refer to naming new Public Places, as well as renaming existing Public Places.

- C. ~~The name of a~~ Public Place ~~s-named in honor of an event, individual, family, or entity~~ may be revoked at the discretion of the Town Council at any time, without public process or hearings.
- D. The donation of land, facilities, or funds for the acquisition, renovation, or maintenance of Public Places shall not constitute an obligation by the Town to name the Public Place, or any portion thereof, after an individual, family, or entity.

3.0 General Considerations.

In considering a proposal to name a Public Place, the following shall be considered individually and collectively:

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- C. Will the name memorialize or commemorate people, places, or events that are of enduring importance to the community, State, or the nation?
- D. Will the name engender significant ties of friendship and mutual recognition and support within the community?
- E. Will the name be identified with some major achievement or the advancement of the public good within the community, State, or the nation?
- F. Will the name be particularly suitable for the Public Place based on the location or history of the place or the surrounding neighborhood?
- G. Will the name have symbolic value that transcends its ordinary meaning or use and enhance the character and identity of the Public Place?
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- I. What financial and public resources will need to be devoted in the naming of the Public Place?

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- 4.1.1 Naming Public Places for an individual is reserved only for persons who are deceased. A Public Place shall not be named after an individual until the person has been deceased for at least three (3) years and that person's significance and good reputation have been secured in the history and lore of the community, State, or nation. ~~There is an exception to this requirement in Section 4.3, Major Gifts, which permits the naming of Public Places after living persons.~~
- 4.1.2 Naming Public Places in recognition of an individual or group shall be reserved for those who contributed outstanding civic service for the betterment of the Jackson community or the State of Wyoming during their lifetime. The quality of the contribution along with the length of the service of the individual should be considered.
- 4.1.3 Naming Public Places after national or international figures or groups should be rare and only upon a substantial demonstration of the figure's or group's connection to or special importance in the Jackson community or the State of Wyoming.
- 4.1.4 Naming Public Places after a group of people who perished in or survived a tragic event or war should be considered only well after the public shock generated by the tragic event or war has lessened. Potential sites for such memorials should be focused on Public Places that are more known for their serene and contemplative nature rather than active recreational locations. Consideration may be placed on the contributions to the Jackson community or the State of Wyoming or the heroic actions of these people during their lifetime, rather than solely on the circumstances of their death or survivorship.
- 4.1.5 Naming a Public Place after historical figures or groups should be reserved for figures or groups who have historic, cultural, or social significance near or otherwise associated with the Public Place, which should be demonstrated through research and documentation. The appropriateness of naming a Public Place after such a figure or group is further supported if the community or surrounding region has already identified the Public Place with the name of the

figure.

4.2 Naming for Historic Events and Places. When a Public Place is located near or otherwise associated with events and places of historic, cultural, or social significance, it is appropriate to name the Public Place after such events and places. The relationship of the Public Place to the events and places of historic, cultural, or social significance should be demonstrated through research and documentation. The appropriateness of naming Public Places after such an event or place is further supported if the community or the surrounding region have already identified the Public Place with the name of the event or place. If the naming is associated with an event, the event must have taken place at least ten (10) years prior to the naming.

4.3 Naming for Major Gifts. Typically, the donation of major gifts to the Town should be reward in itself. ~~Though the general policy of the Town is not to do so, On~~ rare occasion, a major gift ~~could~~will be made to the Town (or a specific department or initiative thereof) that is of such magnitude and generosity that naming a Public Place ~~in honor of or~~ at the request of the benefactor ~~could~~may be considered. If such a request is made and granted by Council, all general guidelines, standards, and procedures set forth in this policy shall be followed. ~~The following general guidelines and standards apply to any name proposal associated with a major gift:~~

4.3.1 Threshold.
~~As a guideline but not a limitation, the threshold for a name proposal on Public Places requires meeting two, but preferably more, of the following types of major gifts: 1) deeding to the Town the land on which a Public Place will be situated; 2) payment of 75% or more of the capital cost of constructing a Public Place (considering matching fund or grants); 3) a long term endowment for the repair and maintenance of a Public Place; and 4) the provision of significant program/departmental costs for the Public Place to serve programing/departmental needs.~~

4.3.2 General Standards. ~~Benefactors of a major gift proposing a name for a Public Place shall follow all general guidelines, standards, and procedures as set forth in this policy. If a name proposal from a benefactor is approved, whatever contract accompanies the major gift must address certain conditions applying to the name, including at minimum, that time limits will be set on the name. The donation of a major gift alone does not oblige the Town to approve a benefactor's name proposal.~~

4.3.3 Naming for Persons. ~~A benefactor of a major gift may submit a proposal for a name of a Public Place to be after a person(s). As an exception to 4.1.1 a living person's name may be considered for a name proposal associated with a major gift, provided that the person(s) is of good reputation. Each proposal shall be evaluated on its own merits, and the reputation of the proposed person(s) and community support should be considered.~~

4.3.4.4 Naming for Entities. ~~The donation of a gift to the Town by corporations, associations, or other legally created entities should be reward in itself. The Town does not name Public Places in response to receiving gifts from~~ A corporations, associations, or other legally created entities, y ("Entity") making a major gift may submit a proposal for a name of a Public Place to be associated with the Entity. Each proposal shall be evaluated on its own merits, and the reputation of the proposed Entity and community support should be considered. No corporate logos, brands, insignias, or direct advertising text may be used as part of any name.

4.4.4.5 Sister Cities Program. ~~The Town may consider naming Public Places for the international cities associated with the Town's Sister Cities Program.~~

4.5.4.6 Natural or Geological Features. ~~Names of Public Places may be based on distinctive, predominant, and defining natural or geological features of the Town and surrounding area.~~

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4.64.7 Streets and

Alleys. The naming of new streets and alleys shall follow the guidelines, standards, and procedures of this policy. However, the renaming of existing streets or alleys is not allowed, except as permitted under Section 5.0. Notwithstanding the prohibition on renaming streets or alleys, there can be an honorary naming of a street or alley, which honorary naming shall follow the guidelines, standards, and procedures of this policy.

4.74.8 Other

Considerations.

4.7.14.8.1 Subdivisio

n. Typically, a Public Place (such as a park) should not be subdivided for the purpose of designating multiple names to the Place unless there are readily identifiable major physical divisions (major roads, waterways, etc.) in the Public Place and there are other compelling reasons for having more than one name for the Public Place. This limitation on naming Public Places should not prevent giving a different name for a trail, building, Amenity, major feature, or distinct area located in Public Places.

4.7.24.8.2 Temporary

Use. Public Places that are held by the Town through lease, use agreement, or have a distinct limited life span or occupancy should not be named.

4.7.34.8.3 Signage.

All signs in Public Places must meet and not depart from the Town's graphic and signage standards. No specialized signage will be displayed.

5.0 Renaming Public Places.

5.1 Renaming Generally. Proposals to rename Public Places are not encouraged and should be entertained only after fully investigating and considering the potential impact of removing the current name. Names that have become ingrained or widely accepted in the community should not be abandoned unless there are compelling reasons and strong public sentiment for doing so. Historical or commonly used names should be preserved when possible. A renaming proposal shall be subject to the guidelines and standards set forth in this policy and to the procedures in Section 7.0

5.2 Revoking a Name Based on Disrepute or Subsequent Disreputable Acts. The Town reserves the Town Council's exclusive right, at its sole discretion, to revoke the name of any Public Place without public process or hearings, including of an individual, group, or that associated with a major gift, if the individual(s), group, etc. for whom it is named, or the benefactor, turns out to be disreputable or subsequently acts in a disreputable way. The Town may, in its sole discretion, rename the Public Place or elect to leave it unnamed.

5.3 Revoking a Name Based on Derogation or Offensiveness. A name of a Public Place that is derogatory or is shown to be offensive to a particular racial or ethnic group, gender, or religious group may be revoked at the discretion of Town Council at any time, without public process or hearings. While names that have become ingrained or widely accepted in the community should not be abandoned without compelling reasons and community consideration; derogation and offensiveness to a particular racial or ethnic group, gender, or religious group are compelling reasons for revocation. The Town may, in its sole discretion, rename the Public Place or elect to leave it unnamed.

6.0 New Public Place Without a Name Request. If a new Public Place is completed and no proposal for a name has come from the community ~~or in association with any major gift~~, the Town may, but is not required to, propose a name, and may use an organized public process that it deems appropriate (i.e., Town-initiated proposal, fielding public nominations, a community contest, etc.). A name proposal developed under this Section shall be subject to the guidelines and standards set forth in this policy and the procedures in Section 7.2 and 7.3.

7.0 Procedure for Proposals to Name or Rename a Public Place.

7.1 Proposal Submission. An individual, benefactor, ~~Entity~~, community group, or business proposing to

name a Public Place must provide a written proposal to the Town Manager, or their designee. The written proposal shall address the guidelines and standards set forth in this policy, and how the proposal meets the applicable standards.

7.2 Processing of Proposal by Town Manager. Upon the submission of a proposal, the Town Manager, or their designee, shall designate a Lead Department to assist with the proposal. The Town Manager, or their designee, and the Lead Department shall review and analyze the proposal for compliance with the guidelines and standards set forth in this policy. If the proposal does not comply, the Town Manager will not advance the proposal to the Town Council and shall communicate such determination to the proposer. The proposer shall have the opportunity to correct and resubmit their proposal. If the proposal complies, the Town Manager will advance the proposal for Town Council consideration via a staff report that addresses, at minimum, the proposal's compliance with the guidelines and standards in this policy, as well as the financial, practical, staff and Town resource impacts, and legal impacts and ramifications of the naming or renaming.

7.3 Town Council Review. Upon presentation of the staff report by the Town Manager, or their designee, the Town Council may approve the proposal as is or deny the proposal. If Town Council elects to propose a modified name or rename the Public Place, the item shall be placed on a future agenda and repeat the process set forth in Section 7.2. and this Section 7.3. The final decision to approve or deny a proposal is wholly within the discretion of the Town Council. The Town Council may deny a proposal even if the proposal meets the guidelines and standards of this policy. There is no appeal of the Town Council's final decision.

STAFF REPORT



Meeting Date:	October 2, 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

***This item was continued from the September 11, 2023, Town Council meeting. Supplemental information is provided below under the Supplemental Information section.**

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.

Supplemental Information

At the September 11, 2023, Town Council meeting, the Council continued this item and requested additional information pertaining to Tract 5 and clarification on the process moving forward. The Council was split on whether P/SP or P zoning was most appropriate for the Council's desired future uses on Tract 5, as well as for the uses allowed in the conservation easement. In addition, some members questioned whether choosing one zone over the other would somehow limit or constrain uses for the Karns Meadow Master Plan but which would not be known until after the zoning was officially changed. To help clarify how each zone aligns with the conservation easement, the below chart lists all allowed uses from the conservation easement for Tract 5 with a "Y" for allowed and a "N" for not allowed. In summary, all uses in the conservation easement, except for an independent parking lot or parking garage, are permitted in both zones.

Conservation Easement Uses	Public/Semi-Public	Park & Open Space
Natural Park	Y	Y
Planting, chemical use, removal of vegetation & habitat improvements	Y	Y
Paved bike, pedestrian, & cross-country pathway (10' max)	Y	Y
Equestrian pathway (10' max)	Y	Y
Public parking lot or parking garage	Y	N
Parking lot associated with a natural park or recreation uses	Y	Y
Gravel drive for Town Well #5	Y	Y
Downcast lighting on the pathway, parking lot, and parking garage	Y	Y
Use of vehicles/equipment for maintenance of a well	Y	Y
Public bus stop	Y	Y
Snow storage – not permitted after the park is developed	Y	Y
Maintenance activities	Y	Y
Water well	Y	Y
Special events	Y	Y
Commercial photography	Y	Y
Scientific study and educational use	Y	Y
Informal recreational uses	Y	Y
Unlighted wooden signs	Y	Y

The Council also discussed the Phil Baux (Mercer) Cabin even though the details of the cabin's future within Karns Meadow are still unknown. Staff can confirm that both the P/SP and P zone would allow the cabin to remain provided the cabin's use is ancillary to the park either as a historical/cultural resource, bathroom, gathering space, or other similar use.

Regarding the full review steps in the Karns Meadow Master Plan process, please refer to the outline below:

1. **Zoning Map Amendment** – The Karns Meadow zoning needs to be changed to an appropriate zone in order for a Conditional Use Permit to be submitted for the Master Plan.
2. **Environmental Analysis (EA)** – Staff is still waiting to receive the amended EA that analyzes the development components of the park that Council provided preliminary support for earlier this year (i.e., pathway, parking lot, bathroom, and shelter). The EA will summarize the potential impacts and recommended mitigation measures for each of the proposed improvements.
3. **Conditional Use Permit (CUP)** – The CUP cannot be submitted until the zoning has been changed and the EA has been completed. The CUP will be the application to review and approve the Master Plan.
 - a. NOTE: Before the Conditional Use Permit is submitted, staff could bring a draft of the Master Plan (including EA analysis) to the Council in a workshop for feedback and direction if the Council thinks that would be helpful.
4. **Development Permits:** Once the CUP and Master Plan are approved, building permits and/or grading permits will likely be required to construct some of the park improvements, such as the bathroom structure and pathway.

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

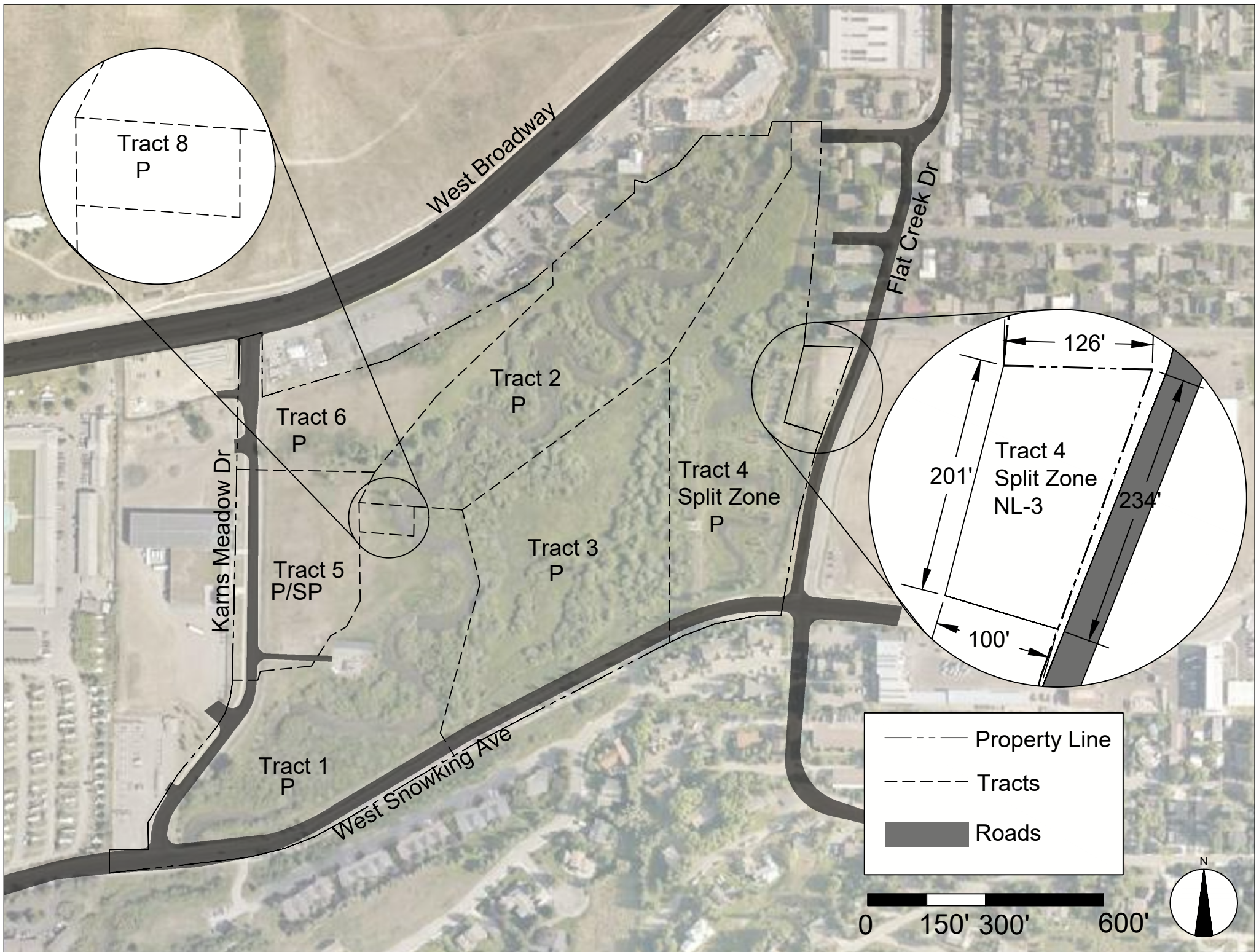
TRACT 4 - PT. W1/2NE1/4 Section 33, Township 41, Range 116 KARNs MEADOW TRACT 4 (T-46D)
PIDN: 22-41-16-33-1-00-035

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:	July 17, 2023	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Tyler Valentine
Agenda Item:	Item P23-079 – Zoning Map Amendment for Karns Meadow	Public Comment:	Yes

Purpose & Policy Considerations.

This is the Town Council's opportunity to review a proposed Zoning Map Amendment per Section 8.7.3 in the Town of Jackson Land Development Regulation (LDRs). No physical development is included in this request.

Requested Action.

The applicant, Teton County / Jackson Parks & Recreation, is requesting approval of a Zoning Map Amendment (ZMA) 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 ZMA request for each tract of land:

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

Key Issues

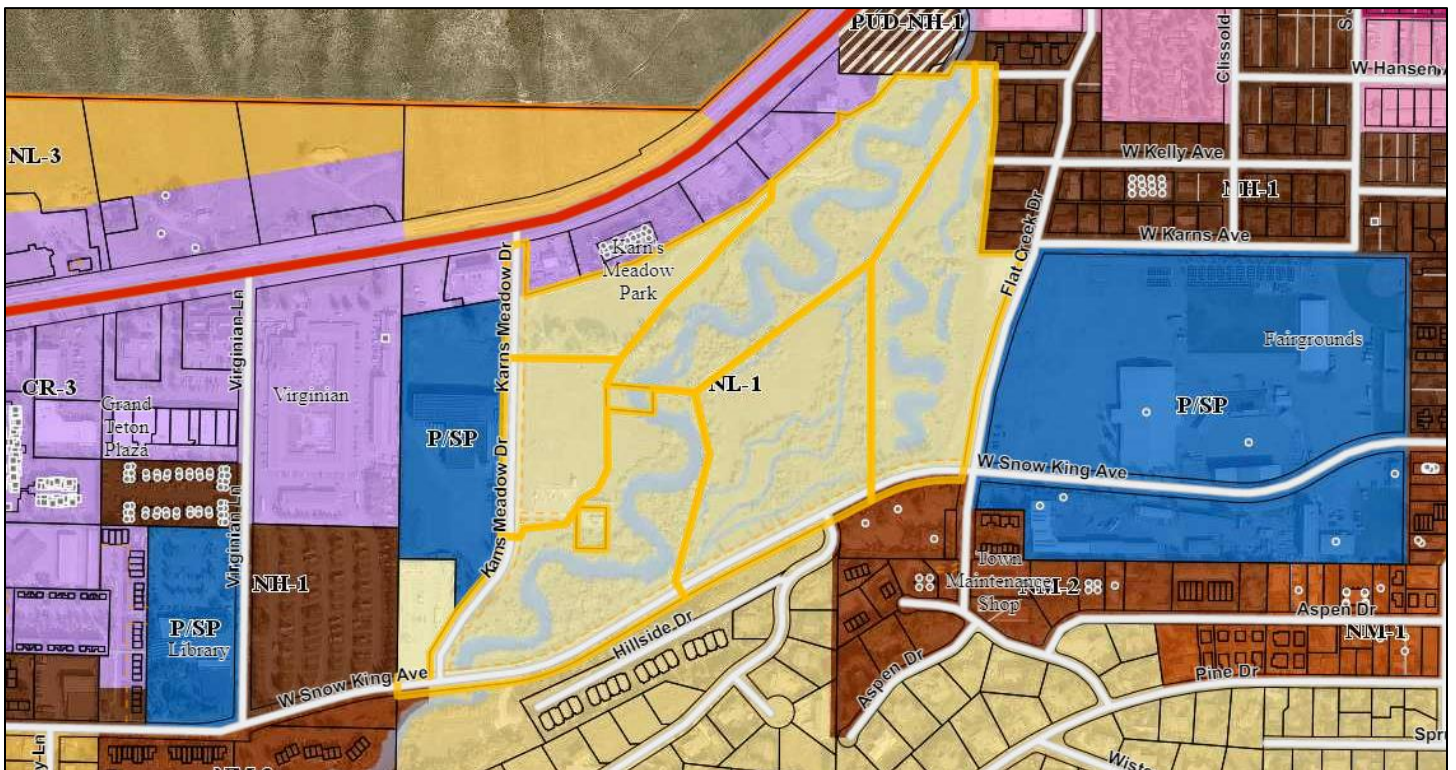
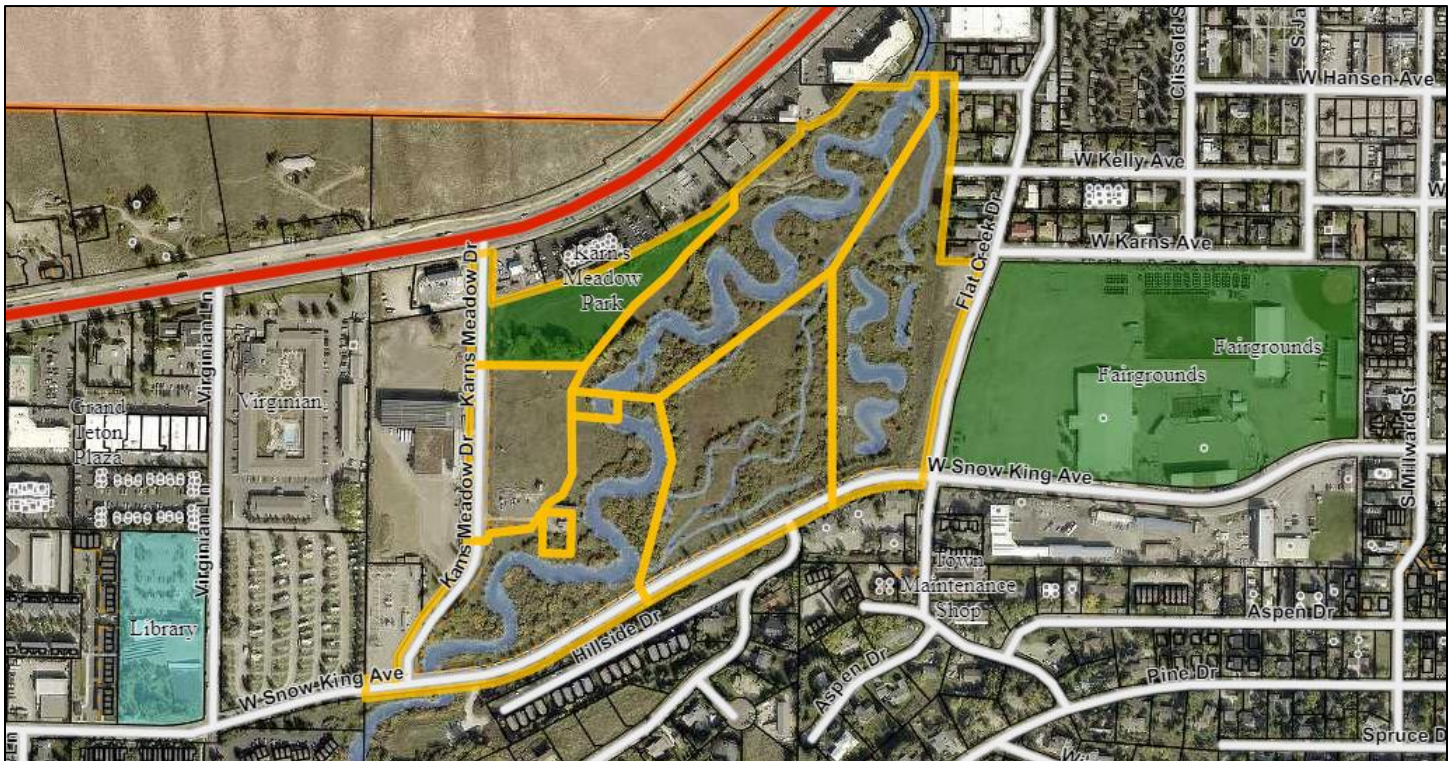
A key issue for this application is whether the proposed rezoning to the P zone, P/SP zone, and NL-3 zone will allow for the intended future uses of the site.

Recommendations.

The Planning Director and Planning Commission recommend **approval** of the Zoning Map Amendment (P23-079).

Project Location.

The subject property, Karns Meadow, consists of Tracts 1-6 & Tract 8. An aerial photo and zoning map are shown on the following page:



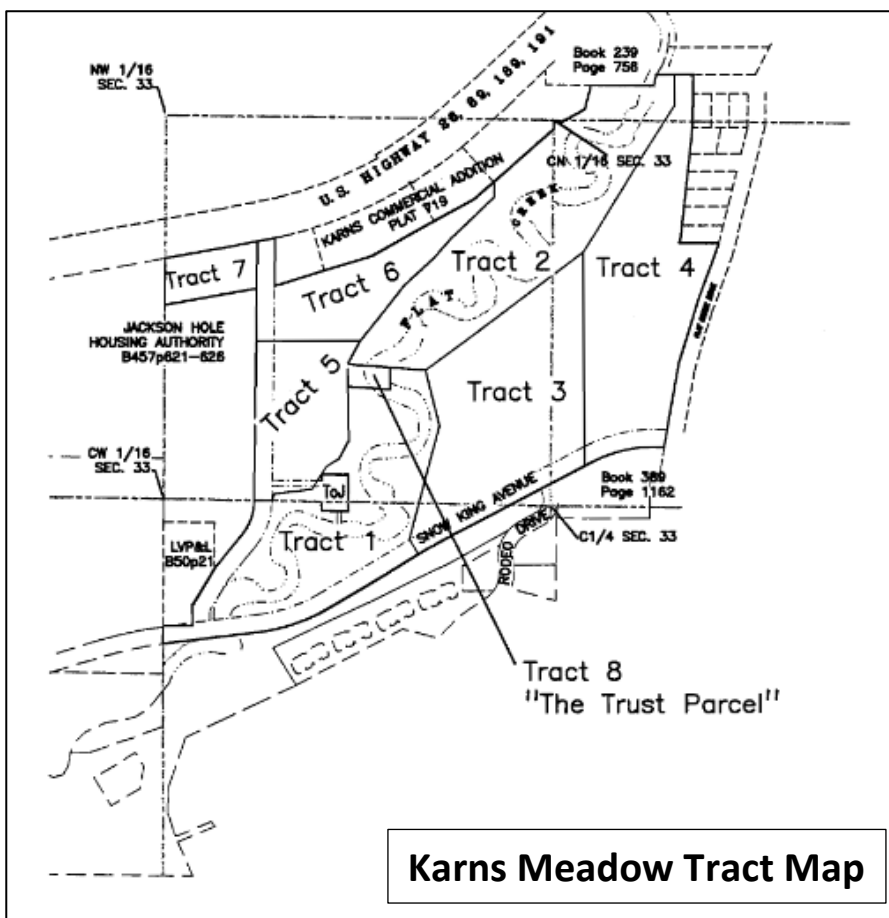
Background.

During the summer of 2003 representatives from the Town of Jackson and the Karns family began discussions and negotiations for the purchase/sale of an approximate 42-acre tract of land known as "Karns Meadow". To

assist the Town financially and to secure the property for public use in perpetuity, the parties partnered with the Jackson Hole Land Trust to encumber the property with a conservation easement. The easement created allowed uses for each tract through the partnership between the original landowner, Jackson Hole Land Trust (the Trust), and the Town of Jackson, and guides future use and conservation of the property. The splitting of the parcel into tracts allowed for the Town of Jackson to purchase the property over time. It also allowed for slightly different uses in the various tracts based on their location, ecological value, and unique characteristics. The Jackson Hole Land Trust contributed \$1,000,000 to the purchase/sale of the property for the easement consideration. In December of 2003, the Land Trust completed the Natural Resource Inventory for the property, and the first tract purchase by the Town of the property was completed on December 19, 2003. The Town of Jackson acquired the remaining 6 tracts of the property over the next several years with the final tract purchase being completed in 2008.

Staff would like to point out that at the time of purchasing Karns Meadow, the previous Suburban zoning would have allowed the 42 acres to be subdivided into potentially 80-100 single-family home lots. Through the efforts made by the Town, Karns family, and Land Trust, this large area of centrally-located land was conserved in a significant way. Now that the majority of conservation has been achieved, the outstanding effort is to follow through with the intended desire of the Karns family to make this a public park, which is one of the main reasons the Karns family sought to sell the land to the Town.

Karns Meadow consists of 6 Town-owned parcels (Tracts 1-6) plus a Trust-owned parcel (Tract 8) that all have conservation easements with varying types of allowable uses. Tract 7 on the parcel map is not owned by the Town and has been developed by the landowners. Karns Meadow is approximately 42 acres, and the site is bordered by Karns Meadow Drive to the west, Snow King Avenue to the south, and Flat Creek Drive to the east. All Town Karns Meadow property is currently zoned as Neighborhood Low Density-1 (NL-1), which is inconsistent with the allowed uses in each tract according to the conservation easements. Thus, rezoning all tracts to a more appropriate zone will be necessary before the intended development can take place and before creating a Master Plan. A map of the tracts can be viewed to the right.

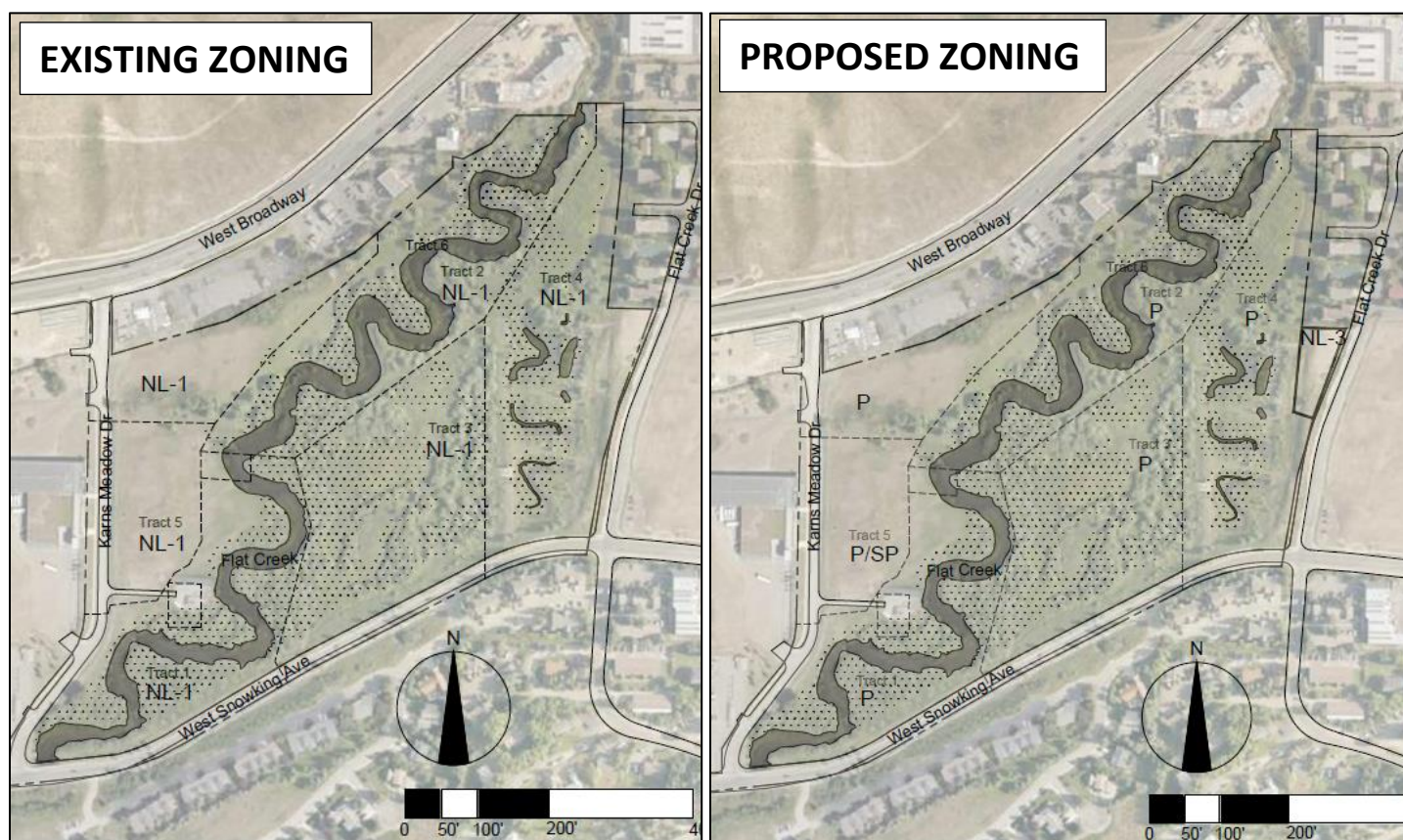


On October 17, 2022, the Town Council directed staff to move forward on a rezoning application for the Karns Meadow tracts, which this ZMA application satisfies. In addition, Town Council directed staff to move forward with Public Engagement Alternative Number One and present the draft site plans (site plans from 2003, 2014 & 2016) to the public for input. The specific improvements in those site plans included a perimeter non-motorized pathway, picnic shelter, and parking lot and will be presented to the Council through a separate Conditional Use Permit process in the near future.

On March 9 and 10, 2023, Parks & Recreation hosted a neighborhood meeting to familiarize the community with the proposed ZMA and the allowed uses directed by Town Council. Public opinion on the project was collected through a public input survey, conducted from March 9-31 (see applicant submittal).

Analysis.

Currently, all Karns Meadow tracts are zoned NL-1, which is inconsistent with the allowed future uses. In order to have zoning consistent with the allowed uses and with the conservation easements, the applicant is requesting a rezone of Karns Meadow Tracts 1, 2, 3, 6, and 8 to Park and Open Space (P). In addition, tract 4 would also be rezoned to the P, with the exception of approximately 24,000 ft, which is reserved for future housing and would be rezoned to NL-3. Finally, Tract 5 would be rezoned to Public/Semi-Public (P/SP). No physical development is being proposed with this request. Please see the attached conservation easement map of allowed uses in the applicant's submittal. Existing and proposed zoning maps can be found below.



The purpose of the P zone (LDR Section 4.2.2), which would apply to Tracts 1-4, 6 & 8, 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.” In addition, “the P zone provides for active recreational facilities or open space opportunities in these areas.” Since the current NL-1 zone does not allow the uses listed in the conservation easements for these tracts, staff finds that changing it to P is appropriate.

The purpose of the P/SP zone (LDR Section 4.2.1), which would apply to Tract 5, 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 improve the P/SP-zoned tract for public facilities (i.e., public parking lot) to serve and support the nonmotorized pathway and picnic shelter. Since the current NL-1 zone does not allow public parking lots and the conservation easement does, staff finds that changing the zoning to P/SP is appropriate.

Finally, the purpose of the NL-3, which would apply to a +/-24,000 sf portion of Tract 4, is to allow the development of single-family detached homes and is intended for Stable neighborhoods where increased residential density is not intended. Karns Meadow is not intended for increased development, however, as part of the original purchase agreement, a 24,000-sf portion of the park was designated for 3 future residential lots. At first glance, it would seem unnecessary to change the zoning since both NL-1 and NL-3 have the same density maximum of one single-family home and one Accessory Residential Unit. However, the NL-1 zone has a 1-acre minimum lot size which is too large and would not allow 3 lots to be created within the 24,000 sf. Since the NL-3 zone has a lesser minimum lot size of 7,500 sf, the Town would be able to create 3 single-family lots within the 24,000 sf of land and staff finds this to be the appropriate zone. A visual of the proposed NL-3 zoned portion can be seen to the right and is located along the west side of Flat Creek Drive just south of West Karns Avenue.



Sites with multiple zones, such as the proposed P and NL-3 zoning for Tract 4, are permitted according to LDR Section 1.7.5. After the 24,000-sf area is rezoned to NL-3, the Town will likely divide that area into three lots or parcels in the future.

Separate from this ZMA request, the Town is currently reviewing an update to the Karns Meadow Environmental Analysis (EA) that was originally done in 2019 (Planning Item P23-006). Staff anticipates the EA will be completed

in mid-late summer 2023. After the ZMA and EA are completed, Parks & Recreation will complete the public review process by submitting a Conditional Use Permit that will include a plan showing all proposed uses and facilities to be located in Karns Meadow which will be reviewed by the Planning Commission and Town Council.

Planning Commission

The Planning Commission (PC) considered this item on June 21, 2023, and recommend approval to the Town Council (5-1 vote). The PC had the following comments:

- A few Commissioners asked why Tract 5 is proposed to be rezoned to P/SP and not P.
Response: Staff explained that since the public parking lot needs to be located on Tract 5 per the conservation easement, P/SP is the appropriate zone because parking is permitted in P/SP as a primary use, but not in P zone. Staff acknowledged that parking associated with a park is allowed in the P zone, but the amount of parking that can be built would be directly tied/limited to the intensity of the park uses alone. Ultimately, staff was tasked with bringing an appropriate zone to Council that would facilitate a future parking lot that might serve users beyond just the park, so the P/SP zone is proposed because it provides the most flexibility for a parking lot.
- The Commissioners asked if there was talk of a structured parking garage and snow storage on Tract 5.
Response: Staff clarified that at this time, there is no talk of a structured parking garage or snow storage for Tract 5.
- The Commissioners asked if the Town has a minimum requirement for the surface of a parking area, such as gravel or pavers.
Response: Staff clarified that a paved surface is required, but that could change based on the Environmental Analysis.
- The Commission asked about the EA process and if there was any insight into parking when the EA was done.
Response: Staff explained that the 2019 EA broadly analyzed every allowable use in the conservation easement. However, the EA consultant is currently analyzing the impacts of the specific improvements that the Council recently identified as a potential option (i.e., parking lot, nonmotorized pathway, picnic shelter). Essentially, the updated EA will inform the Town of the impacts of parking once completed.

Overall, the Commissioners supported the rezoning request. There were some lingering concerns about the greater development and use flexibility in P/SP compared to P on Tract 5. There were some specific concerns that “if we zone for it, it will come” raising concerns that P/SP zoning opens the door to increased use and increased wildlife impacts. However, the Commission agreed that the existing conservation easement should limit development to uses that will protect wildlife values and that increasing the use/development of Tract 5 beyond the current desires of this Town Council would not be a quick and easy task, but would require the approval of the Council, an updated EA, and a new CUP.

Public Comment

No written comments were submitted but staff did field a few inquiring phone calls. At the Planning Commission meeting, the following comment were made:

- Kevin Krasnow, on behalf of the Conservation Alliance, expressed concerns over a parking garage and snow storage on Tract 5 and pushed for the zoning of Tract 5 to be P instead of P/SP.
- Francis Clark, Wilson resident, was supportive of Karns Meadow being used by the public but opposed a parking garage on Tract 5.

Findings:

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 a 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.

None.

Staff Impact.

The amount of staff time to review, research, and write this report, including future work to send final letters, was about 25 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

Suggested Motion.

I move to **approve** a Zoning Map Amendment (P23-079) to rezone the Karns Meadow Tracts listed below, based upon the findings as presented in the staff report, the departmental reviews, and subject to this staff report dated July 17, 2023:

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



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

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

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

PROJECT.

Name/Description: Karns Meadow Masterplan Development
Physical Address: Karns Meadow Dr, Jackson, WY 83001
Lot, Subdivision: see attached PIDN: see attached

PROPERTY OWNER.

Name: Town of Jackson/ Jackson Hole Land Trust Phone: 307-733-3932/ 307-733-4707
Mailing Address: PO Box 1687/ P.O. Box 2897, Jackson, WY ZIP: 83001
E-mail: _____

APPLICANT/AGENT.

Name: Teton County/ Jackson Parks & Recreation Phone: 307-732-8485
Mailing Address: PO Box 811, Jackson, WY ZIP: 83001
E-mail: rrudd@tetoncountywy.gov

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ Applicant/Agent

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

Use Permit	Physical Development	Interpretations
_____ Basic Use	_____ Sketch Plan	_____ Formal Interpretation
_____ Conditional Use	_____ Development Plan	_____ Zoning Compliance Verification
_____ Special Use	_____ Design Review	Amendments to the LDRs
Relief from the LDRs	Subdivision/Development Option	_____ LDR Text Amendment
_____ Administrative Adjustment	_____ Subdivision Plat	☒ Map Amendment
_____ Variance	_____ Boundary Adjustment (replat)	Miscellaneous
_____ Beneficial Use Determination	_____ Boundary Adjustment (no plat)	_____ Other: _____
_____ Appeal of an Admin. Decision	_____ Development Option Plan	_____ Environmental Analysis

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

Pre-application Conference #: P22-267 & 268 Environmental Analysis #: P23-006
Original Permit #: _____ Date of Neighborhood Meeting: 3/9/23

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

Have you attached the following?

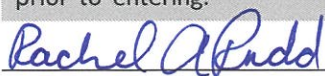
N/A **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

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

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

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

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



Signature of Property Owner or Authorized Applicant/Agent

Rachel Rudd

Name Printed

4/12/2023

Date

Park Planner

Title

Legal Descriptions:

- PT. SE1/4NW1/4 & PT. NE1/4SW1/4 SEC. 33, TWP. 41, RNG. 116 KARNS MEADOW TRACT 1 - 22-41-16-33-2-00-026
- PT. W1/2NE1/4 & PT. SE1/4NW1/4 SEC. 33, TWP. 41, RNG. 116 KARNS MEADOW TRACT 2- 22-41-16-33-1-00-033
- PT. SW1/4NE1/4, PT. SE1/ENW1/4 & PT. NE1/4SW1/4 SEC. 33, TWP. 41, RNG. 116 KARNS MEADOW TRACT 3- 22-41-16-33-1-00-034
- PT. W1/2NE1/4 SEC. 33, TWP. 41, RNG. 116 KARNS MEADOW TRACT 4- 22-41-16-33-1-00-035
- PT. SE1/ENW1/4 SEC. 33, TWP. 41, RNG. 116 KARNS MEADOW TRACT 5 - 22-41-16-33-2-00-028
- PT SE1/4NW1/4, SEC 33, TWP 41, RNG 116. KARNS MEADOW TRACT 6- 22-41-16-33-2-00-031



Karns Meadow Park
Zoning Map Amendment Narrative
Tracts 1, 2, 3, 4, 5, & 6

Karns Meadow is located on Karns Meadow Dr. in the Town of Jackson, Wyoming. This 41.6 acre undeveloped park consists of 6 Tracts and is bordered by roads on all sides with sidewalks on the southern, and a portion of the eastern sides. The Flat Creek runs diagonally through the site, from the northeast to the southwest. All of Karns Meadow is within the Natural Resources Overlay and provides habitat for many species and ecosystem services for the Jackson community.

Presently, all Karns Meadow Park Tracts are zoned Neighborhood Low Density (NL-1), which is inconsistent with the present and desired future use of the park. We are asking for consideration of a rezone of Karns Meadow Park Tracts 1, 2, 3, and 6 to the Park and Open Space (P) zone. Tract 4 would also be rezoned to the Park and Open Space (P) zone, with the exception of approximately 24,000 ft² on the eastern side of the park, which is reserved for housing and would be rezoned to NL-3, which is the most consistent zone for the conservation easement allowed use (See Attached Map). Tract 5 would be rezoned to Public/Semi-Public. A rezone to P and P/SP for these Tracts will also be consistent with the allowable uses found in the conservation easements (See Attached Map).

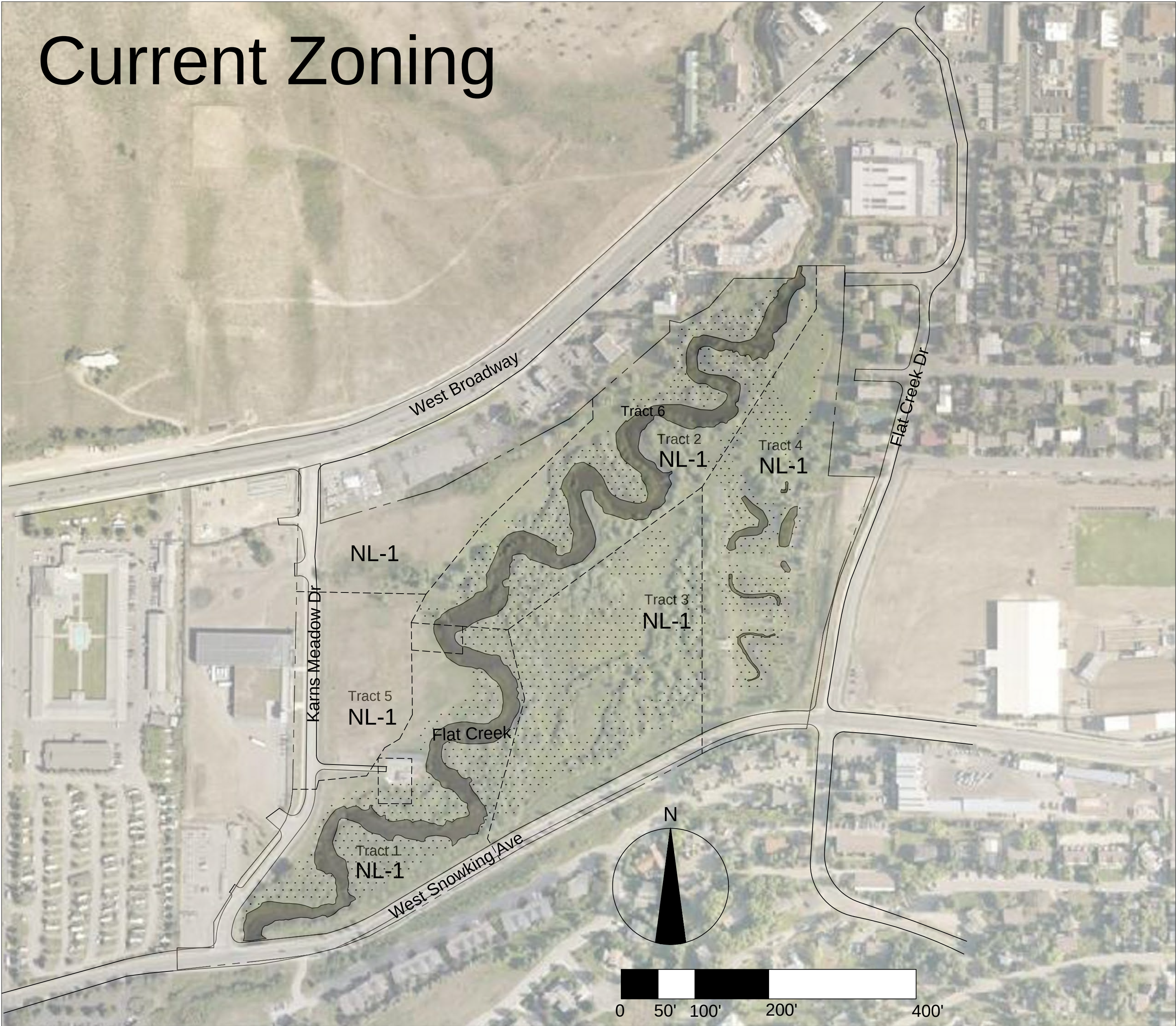
A neighborhood meeting was held on March 9th and 10th, 2023, to familiarize the community with the proposed ZMA and also the allowed uses directed by Town Counsel. Public opinion on the project was collected through a Public Input survey, March 9-31 (see attached).

Findings for Approval

1. Is consistent with the purposes and organization of the LDRs;
 - Complies- The Town of Jackson Land Development Regulations Div. 1.3 Purpose and Intent states that focus is on the Community Vision and Implementation of the Common Values of Community Character. The proposed rezone of Karns Meadow Park Tracts 1, 2, 3, 4, 5, and 6 will align with these as it is a step toward the Park contributing to the Community Vision and Character.
2. Improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan;
 - Complies- A rezone to P will align with the Comprehensive Plan Illustration of Our Vision as it states that wildlife use and recreational opportunities will need to be carefully balanced in Karns Meadow, moving forward. Rezoning these Tracts will allow for this balance.
3. Is necessary to address changing conditions or a public necessity; and
 - Complies- Complete Neighborhoods require Quality Open Space. The Midtown Subarea is dependent on Karns Meadow Park to fill this role and the rezone to P or P/SP (Tract 5) is the first step in allowing it to function as a Quality Open Space.
4. Is consistent with the other adopted Town Ordinances.
 - Complies.

Karns Meadow Zoning Map Amendment

Current Zoning



Proposed Zoning



Tract	Current Zoning	Proposed Zoning
1, 2, 3, & 6	Neighborhood Low Density (NL-1)	Park (P)
4	Neighborhood Low Density (NL-1)	Park (P) & Neighborhood Low Density (NL-3) for approx 24,000 square feet
5	Neighborhood Low Density (NL-1)	Public/Semi-Public (P/SP)



Project: Karns Meadow ZMA	Address:	Date: 5/25/2023	Scale: 1"=40'	Sheet #: 1 of 1	For Information Only Not For Construction
Drawing Title: Housing Zone NL-3 Dimensions		Drawn By: RR	Version: 2		





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

Date:

LETTER OF AUTHORIZATION

NAMING APPLICANT AS OWNER'S AGENT

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

Being duly sworn, deposes and says that Jackson Hole Land Trust is the owner in fee of the premises located at:

Name of property owner as listed on deed

Address of Premises: Karns Meadow Park, Karns Meadow Dr., Jackson, WY 83001

Legal Description: PT. SE1/4NW1/4 SEC. 33, TWP. 41, RNG. 116, Parcel 22-41-16-33-2-00-027

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Teton County/Jackson Parks & Recreation

Mailing address of Applicant/agent: PO Box 811, Jackson, WY 83001

Email address of Applicant/agent: rrudd@tetoncountywy.gov

Phone Number of Applicant/agent: 307-732-8485

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

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

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

Property Owner Signature

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

STATE OF Wyoming)
) SS.
COUNTY OF Teton)



The foregoing instrument was acknowledged before me by Roxanne Rosales this 9th day of January. WITNESS my hand and official seal.

Notary Public

My commission expires: 3/31/2024



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

Date:

LETTER OF AUTHORIZATION

NAMING APPLICANT AS OWNER'S AGENT

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

Tyler Sinclair, Town Manager

Being duly sworn, deposes and says that Town of Jackson, WY is the owner in fee of the premises located at:

Name of property owner as listed on deed

Address of Premises: Karns Meadow Tracts 1-6

Legal Description: See Attached

Please attach additional sheet for additional addresses and legal descriptions

Teton County/Jackson Parks & Recreation:

Steve Ashworth, Director

And, that the person named as follows: Name of Applicant/agent: Rachel Rudd, Park Planner

Mailing address of Applicant/agent: PO Box 811, Jackson, WY 83001

Email address of Applicant/agent: rrudd@tetoncountywy.gov

Phone Number of Applicant/agent: 307-355-9499

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

☒ Development/Subdivision Plat Permit Application ☒ Building Permit Application

☒ Public Right of Way Permit ☒ Grading and Erosion Control Permit ☐ Business License Application

☒ Demolition Permit ☐ Home Occupation ☐ Other (describe) _____

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

Property Owner Signature

Tyler Sinclair Town Manager

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

STATE OF Wyoming)

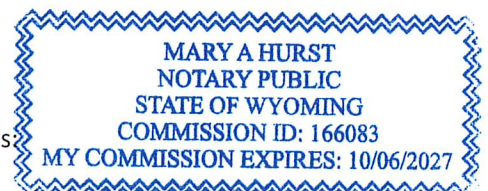
) SS.

COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Tyler Sinclair this 20th day of April 2023. WITNESS my hand and official seal.

Mary A Hurst
 Notary Public

My commission expires



Additional Legal Descriptions:

- PT. W1/2NE1/4 & PT. SE1/4NW1/4 SEC. 33, TWP. 41, RNG. 116 KARNAS MEADOW TRACT
2-22-41-16-33-1-00-033
- PT. SW1/4NE1/4, PT. SE1/4NW1/4 & PT. NE1/4SW1/4 SEC. 33, TWP. 41, RNG. 116
KARNAS MEADOW TRACT 3-22-41-16-33-1-00-034
- PT. W1/2NE1/4 SEC. 33, TWP. 41, RNG. 116 KARNAS MEADOW TRACT 4-22-41-16-33-1-
00-035
- PT SE1/4NW1/4, SEC 33, TWP 41, RNG 116. KARNAS MEADOW TRACT 6-22-41-16-33-2-
00-031

Karns Meadow Park Plan

Project Engagement

VIEWS	PARTICIPANTS	RESPONSES	COMMENTS
1,418	468	12,685	569

In which county do you live?

91%	Teton County, WY	401 ✓
3%	Other	14 ✓
3%	Teton County, ID	12 ✓
3%	Lincoln County, WY	12 ✓
0%	Sublette County, WY	1 ✓
0%	Not Sure	1 ✓

440 Respondents

I am against development for human recreation in Karns Meadow. It needs to be left to the critters, so they can make it across town.

18 days ago

I've been a resident for 30 years and like my neighbors have observed the unmitigated growth of the Jackson sprawl.

18 days ago

Lovely idea, a bike pathway would be useful. Thanks.

18 days ago

Lived in Jackson and come back to visit friends.

19 days ago

Born and raised in Jackson.

19 days ago

Teton county

19 days ago

I lived on the 6 bar k ranch as a kid. I am the oldest son of Donna Martin. Please make it for the wild life and the people. The ambitious can find other entertainments.

19 days ago

I am so disappointed that this land is being developed at all. It was GIFTED to the town of JH to be used as a public park by the Karns Family. It is disgusting to me that you all are trying to develop a gift! The things you are trying to do wasn't what was intended.

19 days ago

I grew up in Teton County.

19 days ago

leave it alone for now. finish what you have started already.

19 days ago

Boise, ID

20 days ago

We think it's a great idea. Keeping the developers away from that property will help preserve what little is left of the old jackson.

21 days ago

This area needs to remain as wild as possible. There is an issue with illegal camping, but it is the only area left in town for the animals. Before the huge Sage Brush condo,s the deer went there to water and have babies. Now, that little spot is all that is left of the other animals. PLEASE leave it alone. As more and more and MORE people move in, it becomes more and more important for the remaining wildlife. Those that are not killed by the increased traffic...

21 days ago

arapahoe

22 days ago

I live in Alpine and work in the Centennial Building which is adjacent to Karns Meadow

22 days ago

I have lived by Karns Meadow for 16 years and am so angry and sad that it will be developed!!! There is to much wildlife using this corridor to have pathways, or DOG parks, or any other improvements.

24 days ago

Everything needs to be done possible to protect wildlife and preserve the environment--this means Karns!

26 days ago

I Was a member of the JHLT when we protected Karns Meadow, with the expectation of creating a green space to benefit residents and visitors. I urge the Town to keep Karns Meadow as a green space affording residents and visitors a special place near the town center. T. A. Brooks

26 days ago

Do not develop Karns Meadow. It was meant to be preserved. Wildlife are continuously being pressured has humans develop more and more. Give this one to the wildlife for once!

26 days ago

Karns Meadow is a critically important and high quality wildlife, stream, wetland, and riparian resource in the Town. It is my opinion that future development and uses need to consider this irreplaceable resource. Is a pathway and groomed trails with lights compatible with crucial winter range, migration routes, and habitat? Let's make wildlife habitat and Flat Creek a priority in Karns Meadow and and human uses second, or not at all. Seasonal winter closures are a good start. Retaining high quality habitat and mitigating habitat should also be implemented. Avoidance of human impacts, both use and direct impacts, should be priority number one for this property.

I think the Town and County could repurpose the potential funds spent to build a pathway in Karns to a more meaningful connection to make it safer for cycle commuters somewhere else in the Town or County. There are real pathway connector needs to keep our children safe. A win- win situation would be to protect Karns Meadow for wildlife and water resources while improving pathway safety and connections for school kids around the intersection of High School Road and Hwy 89 leading to the schools.

28 days ago

First and foremost, we live in the Greater Yellowstone Ecosystem. It is our responsibility to preserve and protect wildlife and its habitat. Leave Karns Meadows for the wildlife, that should be the first priority. There should be no development, no pathway (we have enough), no picnic shelter, no parking, no restrooms and no dogs allowed.

28 days ago

I would like to see a passive park with minimal development.

29 days ago

Karns Meadow is meant to be a wildlife refuge in the center of town. Adding anything to it that interferes with that special habitat is simply selfish and against the intent of that protected zone. Adding bathrooms, benches.....a RIDING PATH???.....these are not needed by us, not needed by wildlife, and the arrogance of suggesting a riding path is shocking. Why would anyone go out of their way to bring a horse to town to ride around that tiny island of preserved space? God help us. Nothing should be added to Karns that is for people. Why can't we leave anything alone?

29 days ago

Limit is the key word when I read your intro. This is a good use for this parcel.....however our wildlife are getting squeezed to the 9th degree and we need to recognize that and stop simply pay that lip service. IMO the JH Conservation Alliance has some good input and ideas on this topic so I won't parrot all of those statements, however clustering any development towards the southern end of this property.....and keeping a bike path gravel or some sort of pervious surface so as to keep wildlife disturbance to a minimum should be part of any responsible plan here. And while we're talking.....let's have some enforcement around the illegal camping that happens here more and more every year, shall we?

29 days ago

I live in MN, but my brother lives on Hansen St. and is constantly sending me photos of wildlife in the meadow and spilling onto his back yard. I get great enjoyment seeing these wildlife photos. When I visit my brother we hike in the mountains and would hike in the meadow.

one month ago

yes I live in the town of Jackson with my husband Sid Karin. We are filling this out together

one month ago

This sounds like a great addition to the community. I like to fish the stream in the early part of the season, and it has always surprised me how inaccessible this area is, especially when it comes to parking.

one month ago

I lived on Flat Creek Drive near Karns Meadow for 17 years before moving to Victor in 2020.

one month ago

lived on karns meado for 14 years

one month ago

Preserve this park for wildlife.

one month ago

Harris County, TX

one month ago

Visit Jackson regularly

one month ago

Fortunately, I live in the townhomes that are right off the Karns Meadow area.

one month ago

Please minimize the impact to our wildlife neighbors by not building the park.

one month ago

I have lived in Teton Count since 1979, 44 years.

one month ago

The development of Karns Meadow should be minimal to avoid a negative impact on wildlife habitat and the movement corridor. Tread lightly.

one month ago

I believe the development of Karns Meadow should be minimal so there would be a negative impact on wildlife habitat and the movement corridor. Tread lightly.

one month ago

King Count,WA

one month ago

Mar s Meadow does not need any development. Less is more with this critical wetlands habitat. Keep it an untouched area

one month ago

Do you live in Jackson, WY?

75%	Yes	315 ✓
25%	No	106 ✓
0%	Not Sure	2 ✓

422 Respondents

What is your age?

25%	47-57	105 ✓
24%	58-68	103 ✓
19%	36-46	83 ✓
18%	69-79	77 ✓
10%	26-35	43 ✓
2%	>80	10 ✓
1%	19-25	5 ✓
0%	13-18	1 ✓
0%	5-12	0 ✓

427 Respondents

How will you get to Karns Meadow Park? (Multiple Selections)

62%	Bicycling	259 ✓
51%	Walking	216 ✓
42%	Personal Vehicle	178 ✓
10%	Not Sure	44 ✓
8%	Bus/Transit	33 ✓
7%	Carpool	28 ✓

420 Respondents

How often do you anticipate using Karns Meadow Park? (Multiple Selections)

31%	Weekly	128 ✓
26%	A few times a year	108 ✓
19%	Monthly	78 ✓
16%	Not Sure	66 ✓
11%	Never	44 ✓
7%	Daily	31 ✓

416 Respondents

How likely are you to engage in these summer activities in Karns Meadow?

	Not At All	Somewhat Likely	Likely	Very Likely
Walking/Jogging	16% Not At All	30% Somewhat Likely	25% Likely	29% Very Likely
Bicycling	30% Not At All	23% Somewhat Likely	22% Likely	26% Very Likely
Fishing	62% Not At All	19% Somewhat Likely	11% Likely	8% Very Likely
Wildlife Watching	15% Not At All	24% Somewhat Likely	31% Likely	31% Very Likely
Picnicking	32% Not At All	33% Somewhat Likely	21% Likely	14% Very Likely
Art/Photography	45% Not At All	28% Somewhat Likely	15% Likely	12% Very Likely
Education/Research	60% Not At All	24% Somewhat Likely	8% Likely	8% Very Likely
Gatherings/Events	36% Not At All	36% Somewhat Likely	18% Likely	10% Very Likely
No Activity in Spring, Summer, and Fall	74% Not At All	17% Somewhat Likely	4% Likely	6% Very Likely
Other	58% Not At All	17% Somewhat Likely	11% Likely	15% Very Likely
423 respondents				

A nice option in town.

17 days ago

I am opposed to human recreation in Karns Meadow.

18 days ago

Landing my paraglider.

18 days ago

I always visit open spaces in town and around town

18 days ago

Leave Karns Meadow for wildlife. we have enough.

18 days ago

cross country skiing in winter would be fun.

18 days ago

Keep in mind noise for locals, traffic on SK ave.

18 days ago

bad survey
stewardship.ecosyst/connectivity R impor
18 days ago

No pathways in Karen's Meadow Pathways
18 days ago

NA
18 days ago

Often
18 days ago

Just enjoying the habitat.
18 days ago

Thanks for small footprint. Prioritize wildlife!
18 days ago

There should be no developed trails & tent camps.
19 days ago

Keep the meadow as natural as possible
19 days ago

It would be great to have a low impact park
19 days ago

No further comment
19 days ago

Thanks!
19 days ago

I look forward to being able to walk from work.
19 days ago

Help Karns family wishes and values come to life.
19 days ago

Karns Meadow needs to be left for outdoor activiti
19 days ago

I will use in Spring Summer and Fall
19 days ago

I would love to be able to use this land as a park
19 days ago

If Nordic skiing was added, we would do that too.
19 days ago

I am an original Karns descendant.
19 days ago

This looks like a wonderful community resource.
19 days ago

Do not do a thing. Leave it as a wild open space

19 days ago

Our family enjoyed many activities in the meadow

19 days ago

I am in full support of this project.

19 days ago

Protect flat creek and the precious nature ❤️

19 days ago

It would be a boon for the community

19 days ago

dont touch it

19 days ago

Please follow through with this plan

19 days ago

The park should be horse friendly.

19 days ago

It would be nice to keep some wild space in town.

19 days ago

I like to fly my remote control plane in the field

19 days ago

Would urge wildlife study prior to development!

19 days ago

Leave it to the wildlife.

19 days ago

Leave it undeveloped.

19 days ago

This should not be developed. Leave it alone.

19 days ago

Do not allow campers living there

19 days ago

summer activities in Karns Meadow will be great.

19 days ago

no dogs allowed

19 days ago

Protect Karns Meadow & keep it light human use

20 days ago

I would prefer there not be a park in Karns meadow

20 days ago

Drive to Jackson daily, park would be great !

20 days ago

The town is over developed, with no room left.

21 days ago

We have enough parks...why develop wildlife space?

21 days ago

We need to preserve stormwater quality.

22 days ago

This has such wonderful potential!

22 days ago

A family friendly 9 hole disc golf course in town.

22 days ago

Keep Karns natural and minimally developed.

22 days ago

Leave Karns to wildlife, we hv enough trails etc

22 days ago

Paragliding!

22 days ago

Minimal change to natural condition of the Meadows

22 days ago

I believe Karns meadows should be left WILD.

22 days ago

Please groom trails for Nordic skiing

22 days ago

Keep it for the native undomesticated locals!

22 days ago

Open space is for the animals not for car parking

22 days ago

Wildlife should take top priority.

22 days ago

Pls allowdogs

23 days ago

Wasn't sure how to answer the "no activity in spri

24 days ago

Should be left alone

25 days ago

Leave it wild. Reinstate youth-only fishing regs.

25 days ago

Karns needs to be preserved for everything and all

26 days ago

Karns Meadows doesn't need summer activities

26 days ago

Oppose further development of this area.

26 days ago

Do not develop Karns Meadow.

26 days ago

Please keep the Meadow wild. No development.

28 days ago

Stop developing wildlife habitat.

28 days ago

Existing wetland willows prevents creek views

28 days ago

Wonderful addition for the Community

29 days ago

Passive park with minimal development.

29 days ago

Again, no new activity for Karns Meadow, please!

29 days ago

Excited for Karns to become a park the town enjoys

29 days ago

Would definitely walk the trail(s) often.

one month ago

-

one month ago

No development in Karns Meadow!

one month ago

Yes on Picnic, toilet by START bus. NO pathways!

one month ago

I am against creating a park in Karns Meadow.

one month ago

Karns is a natural gem and key wildlife area

one month ago

Looking forward to it!

one month ago

please incorporate historic cabin into the design

one month ago

Skiing! would it be groomed for Nordic!? I hope so

one month ago

no parking, access by town start bus only.

one month ago

Karns Meadow should have minimal development.

one month ago

Please no pathways in the riparian corridor.

one month ago

wildlife area keep it wild

one month ago

Best to preserve undeveloped area for wildlife.

one month ago

This is an underutilized piece of public land.

one month ago

Parking not needed - keep it green

one month ago

Packed snow pathways (noplow) pls in Karns Meadows

one month ago

Thank you!

one month ago

Keep it undeveloped for the sake of wildlife

one month ago

Do not develop Karns Meadow!

one month ago

Leave it alone!

one month ago

Please leave Karns Meadow alone.

one month ago

Please leave this area undeveloped.

one month ago

I'd prefer to see no human activity there.

one month ago

We have PLENTY of parks in and around town.

one month ago

This space is for wildlife, not people.

one month ago

Let the wildlife have this space.

one month ago

floating, paddling Flat Creek

one month ago

Preserve the meadow for wildlife. Top priority

one month ago

Would love any access to this great space!

one month ago

I would walk here more often if dogs are allowed.

one month ago

Preserve the Meadow as is for wildlife haven

one month ago

ok

one month ago

enjoying the waterway and willows etc.

one month ago

Must we ruin wintering wildlife's only corridor?

one month ago

I would not disrupt this fragile ecosystem

one month ago

I would never wonder into this wildlife habitat

one month ago

sounds like a good idea for all items..

one month ago

Keep wildlife corridor by RodeoDr easy for animals

one month ago

I live very close by and plan to use Karns often!

one month ago

We are surrounded by parks, leave this space alone

one month ago

Confusing. Wildlife and Activities incompatible.

one month ago

Karns meadow is a vital space for town wildlife

one month ago

Please keep this area wild/untouched.

one month ago

Only would be there if nature sanctuary

one month ago

Use will depend on layout and stuff

one month ago

No activities == more wildlife.

one month ago

Please leave the meadow as it is.

one month ago

I would be very likely to utilize Karns Meadow.

one month ago

Don't build the park. Year round wildlife needs it

one month ago

If you develop any of Karns Meadow wildlife will s

one month ago

No development. Should be a wildlife refuge.

one month ago

Presumption that Karns Mdws will be developed.

one month ago

Open space maximized. human minimized.

one month ago

Totally against this nature area development

one month ago

Parking is important in the area zoned for that!

one month ago

bike path along Snow King Ave. separated from rd.

one month ago

I would like Karns Meadow to remain wild.

one month ago

Are animals welfare being considered?

one month ago

I am concerned about the welfare of animals!

one month ago

Are you considering the welfare of the animals?

one month ago

Leave the meadow alone. Protect it for wildlife

one month ago

How are people supposed to answer "No Activity in

one month ago

Sounds like a great mid-town place to take kids!

one month ago

How likely are you to engage in these winter activities in Karns Meadow?

	Not At All	Somewhat Likely	Likely	Very Likely
Ungroomed Cross-country Skiing	53% Not At All	28% Somewhat Likely	10% Likely	9% Very Likely
Groomed Cross Country Skiing	35% Not At All	23% Somewhat Likely	19% Likely	23% Very Likely
Snowshoeing	69% Not At All	19% Somewhat Likely	8% Likely	4% Very Likely
Skate Skiing	64% Not At All	12% Somewhat Likely	11% Likely	13% Very Likely
Sledding	67% Not At All	17% Somewhat Likely	10% Likely	6% Very Likely
Wildlife Watching	23% Not At All	27% Somewhat Likely	23% Likely	26% Very Likely
Art/Photography	51% Not At All	25% Somewhat Likely	12% Likely	12% Very Likely
Gatherings/Events	54% Not At All	29% Somewhat Likely	12% Likely	6% Very Likely
Education/Research	64% Not At All	21% Somewhat Likely	9% Likely	7% Very Likely
No Activity in WInter	65% Not At All	14% Somewhat Likely	6% Likely	14% Very Likely
Other (Comment)	77% Not At All	9% Somewhat Likely	4% Likely	10% Very Likely
387 respondents				

How about a winter closure?

18 days ago

I always enjoy mtg friends in open spaces in town

18 days ago

Wonderful opportunity.

18 days ago

Keep in mind noise for local neighbors & traffic.

18 days ago

human impact on wildlife
habitat
winter closure

18 days ago

No pathways in Karns

18 days ago

A

18 days ago

Please cater to ecological value/habitat first.

18 days ago

Karns Meadow should be closed to public in winter.

19 days ago

No further comment

19 days ago

Will use daily.

19 days ago

This WAS our childhood playground.Keep it that way

19 days ago

Please, keep area wild accessible & no motor vehic

19 days ago

Sorry - I didn't see the winter section. ;)

19 days ago

Sounds great!

19 days ago

Yes to more nordic trails

19 days ago

dont touch it

19 days ago

I would love to be able to go to the Karns meadow

19 days ago

They could groom in a sweet snow bike route

19 days ago

Wildlife only in winter.

19 days ago

This is pristine animal habitat, leave it alone.

19 days ago

I am over 80, so my needs at Karn's Meadow are,

19 days ago

Winter activities will be great for all here.

19 days ago

Winter closure would be wise.

19 days ago

passive park #1. Groomed nordic #2.

19 days ago

I advocate for lowest amount of human use possible

20 days ago

I would prefer there not be a park in Karns meadow

20 days ago

I'm STRONGLY opposed to any pathways. Enough now!

20 days ago

Would love groomed XC in winter

20 days ago

Let the wildlife have their space, stop developing

21 days ago

Let the wildlife have their space! Stop developing

21 days ago

This is critical habitat for wildlife.

22 days ago

Please consider this central, yet quiet rec space.

22 days ago

Minimum change to natural conditions of meadows

22 days ago

should be left to the animals.

22 days ago

It should be left to animals, birds.

22 days ago

A big negative on winter use, protect the animals

22 days ago

WILDLIFE should take top priority.

22 days ago

Pls allow dogs

23 days ago

I am firmly against any development at Karns.

24 days ago

There should be NO WINTER ACTIVITY

24 days ago

Should be left

25 days ago

Leave it alone and leave it wild.

25 days ago

Karns Meadow doesn't need winter activities

26 days ago

Keep this for wildlife. Do not develop Karns Meado

26 days ago

This land was set aside to be USED by people!

28 days ago

Please keep the Meadow wild. No Development.

28 days ago

Stop developing wildlife habitat.

28 days ago

There should be a winter winter wildlife.

28 days ago

Meadow is a safe food source for many mammals

28 days ago

Winter is a safe food source for many mammals

28 days ago

Yahoo more space to recreate outside, our passion

29 days ago

No activity.

29 days ago

Fat biking

one month ago

Fat Biking?

one month ago

-

one month ago

like knowing a place for wildlife without people

one month ago

No development in Karns Meadow!

one month ago

No winter activity should be permitted here.

one month ago

no further comments

one month ago

please make this a wildlife winter closure area.

one month ago

Already lots of otherplaces for winter activities.

one month ago

no winter use

one month ago

)

one month ago

Fat Biking too! Pls don't plow any pathways!Unsafe

one month ago

Prefer winter closure. Can ski elsewhere.

one month ago

-

one month ago

Leave this area alone.

one month ago

Let wildlife and wildlife alone, use this area!

one month ago

Preserve the area for wildlife.

one month ago

This space should be designated for wildlife.

one month ago

Prefer no winter activities to protect wildlife

one month ago

Sounds amazing!

one month ago

Again, I am more likely to use if dogs are allowed

one month ago

should be closed in winter for wildlife

one month ago

Skiing would be great

one month ago

the area is best left alone in winter

one month ago

None! SO MANY OTHER BETTER OPTIONS.

one month ago

The wildlife are most stressed in winter.

one month ago

This park should be closed in winter for wildlife.

one month ago

Fatbiking, commuter biking and regular walking

one month ago

Seeing what animals winter in park

one month ago

It would be amazing to use the park in winter!

one month ago

Please leave this space natural for wildlife

one month ago

Crucial Swan Winter Habitat!!

one month ago

Please keep it safe for wildlife.

one month ago

Activities stress wildlife. Wildlife viewing only

one month ago

Winter fire pit for gathering would be nice

one month ago

No activity == more wildlife's

one month ago

No activity == more wildlife.

one month ago

Critical winter wildlife habitat.

one month ago

The Karns family should not have a say in this

one month ago

I'm opposed to ant development in this area.

one month ago

Presumption of development.

Poorly written surge

one month ago

No winter use should be allowed.

one month ago

Leave this area to the wildlife only

one month ago

Keep it wild

one month ago

I keep seeing posts that animals are starving!

one month ago

Are the animals being cared for properly?

one month ago

I am concerned about the animals welfare!

one month ago

Leave the meadow alone. Humans have lots of space

one month ago



How important are the following to you regarding the design for Karns Meadow?

	Not At All	Somewhat Important	Important	Very Important
Recreational Amenities	32% Not At All	26% Somewhat Important	20% Important	22% Very Important
Accessibility	23% Not At All	27% Somewhat Important	24% Important	25% Very Important
Parking	43% Not At All	28% Somewhat Important	18% Important	11% Very Important
Preserving Ecological Functions and Habitat	3% Not At All	6% Somewhat Important	14% Important	78% Very Important
Other (Comment)	53% Not At All	8% Somewhat Important	8% Important	32% Very Important
393 respondents				

Birding and wildlife viewing. Enjoying coexistence

17 days ago

Leave it for the critters.

18 days ago

All aspects of the design are vital

18 days ago

A quiet space for nature and people to gather.

18 days ago

Be mindful of locals in area & traffic on SK ave!

18 days ago

address concerns raised in the EA and incorporate,

18 days ago

issues r nuanced so impossible to answer in format

18 days ago

Just one place in town that's really natural!

18 days ago

Can't wait!

18 days ago

Karns Meadow should be kept as-is for wildlife.

19 days ago

Groomed xc & skate skiing.

19 days ago

Keep any pathway on the perimeter and do not make.

19 days ago

It's Important that wildlife + people can coexist

19 days ago

None

19 days ago

Maybe allow dogs only on leashes.

19 days ago

Allow all to enjoy my heritage gift of Karns Park!

19 days ago

Keeping it wild with minimal human interaction ide

19 days ago

best to keep this area for wildlife & minimal huma

19 days ago

Supporting the creek and the wildlife around it

19 days ago

Why is track 6 now showing as the Karns Meadow?

19 days ago

Do not do anything. Leave it as a wild open space.

19 days ago

Do not do a thing. Leave it as a wild open space

19 days ago

Do the right thing!!

19 days ago

leave it be

19 days ago

Make the park horse friendly.

19 days ago

Leave it to the wildlife.

19 days ago

I do not think there should be development

19 days ago

Keeping Karns Meadow an ecological spot can be don

19 days ago

Karns Meadows should remain UNTOUCHED!!!!

19 days ago

Use Karns to help improve Flat Creek H2O quality

20 days ago

I would prefer there not be a park in Karns meadow

20 days ago

Wish we could "Leave It As It Is" Teddy Roosevelt

20 days ago

Winter dog park across from bus building.

20 days ago

PLEASE think of the few animals we have left.

21 days ago

Wildlife>Human recreation

21 days ago

This should stay undeveloped.

22 days ago

Connecting trails across flat creek is good

22 days ago

Minimum change to natural conditions in meadows

22 days ago

Wildlife animal crossing on Broadway.

22 days ago

NO night lights on the trail if it goes in!

22 days ago

Wildlife is top priority. They were here first.

22 days ago

do not build housing at eastern edge of karns

22 days ago

restrict dogs & cats - fence lg. apt complex adjo

22 days ago

Pls allow dogs

23 days ago

We do not need another manufactured park.

24 days ago

Leave it alone the way it is

24 days ago

Should be left alone

25 days ago

Leave it alone and leave it wild.

25 days ago

Wildlife,wildlife,wildlife,wildlife, wildlife!!!!

26 days ago

Karns Meadow doesn't need recreational anything

26 days ago

Development pressures an already stressed wildlife

26 days ago

Protecting the wildlife that use and travel thru.

27 days ago

This was always meant to be for people to use

28 days ago

Please keep the Meadow wild. No development.

28 days ago

Stop developing wildlife habitat.

28 days ago

Access to KM should be limited to western edge.

28 days ago

Just don't do it.

29 days ago

How about dog walking?

29 days ago

isn't the meadow part of the wildlife corridor ?

29 days ago

Please do not allow dogs in Karns Meadow.

29 days ago

Keep it simple, limited parking with paths

29 days ago

Do not disturb the wildlife!

one month ago

The original plan for a loop pathway trail is need

one month ago

Parking should occur on street, not on site.

one month ago

-

one month ago

No development in Karns Meadow!

one month ago

Leave room for wildlife please!

one month ago

Consider the no park option or reducing park featu

one month ago

Karns is already accessible by being right in town

one month ago

quiet, tranquility. think the LRP goals.

one month ago

Wildlife need this space more than humans do.

one month ago

Please preserve ecological function and habitat.

one month ago

Utilize existing cabin on Karns in park design

one month ago

TOJ is surrounded by park land for rec use.

one month ago

The preservation and reuse of the Mercer Cabin

one month ago

Don't need parking - keep all parks green

one month ago

Please don't plow any pathways - grooming is fine

one month ago

Don't provide trash pick-up or recycling.

one month ago

Leave Karns Meadow alone.

one month ago

We don't need any more parks in town!

one month ago

Preserve the habitat for wildlife.

one month ago

Space for wildlife, not for people.

one month ago

Rodeo grounds& Wildlife Ln TH parking r good;

one month ago

Karns attracts deer over roadways! death ensues!

one month ago

Wildlife is top priority

one month ago

Mercer Cabin? I do not see on plan.

one month ago

Depends on what the amenities are.

one month ago

I live nearby and I know preservation is important

one month ago

Park should be a balance of public rec and habitat

one month ago

other parks offer recreation amenities

one month ago

Is this going to be a winter wildlife closure?

one month ago

This seems a pointless, heartless endeavor.

one month ago

Last natural wildlife habitat in Jackson.

one month ago

Prioritize wildlife needs over human wants.

one month ago

Human presence and wildlife habitat are symbiotic.

one month ago

Keeping willows and growth by creek for wildlife

one month ago

I just want to be able to enjoy it!

one month ago

Limit nodes of activity near cleaner Flat Creek

one month ago

Same as above

one month ago

Easy and safe for elderly. No wheels, dogs etc.

one month ago

Minimal development/use to protect wildlife.

one month ago

There is no need for development. Keep it wild

one month ago

Don't build it!

one month ago

Consider the many dogs that will hurt wildlife

one month ago

I'm opposed to any development. Save wildlife!

one month ago

Is development inevitable? Wildlife's last bastio

one month ago

Open space and wildlife habitat is priority.

one month ago

Open space and wildlife habitat is primary concern

one month ago

Please do not ruin the area!

one month ago

Preserve the meadow as is. Lots of places for folk

one month ago

We need habitat more than parks

one month ago

Other? No camping

one month ago

unpaved walkway -sidewalk already provides paved

one month ago

one month ago

Respect the original vision of the karns family

one month ago

Please share any additional thoughts and comments about this project.

Karns Meadow is a remarkable, still natural place, which is increasingly rare in the Town of Jackson. The combination of Flat Creek and associated wetlands, the still-abundant wild birds, plus the capacity to offer habitat for mule deer and other species is critical

17 days ago

Don't do it. There's plenty of town accessible recreation.

18 days ago

I am in full support of the plans Pete Karns and his sisters had in mind for this space. I agree that the wildlife there should not be disrupted, but a walking path, preferably unpaved, and cross country ski trails in the Winter, are highly recommended and supported.

18 days ago

I live in teton village. I very much enjoy and visit these open spaces in town .

18 days ago

A legacy project preserving an ecosystem!

18 days ago

Please make as minimal impact in all aspects of this project. Protect the green space and habit of animals first.

18 days ago

The design of this survey is highly unsatisfactory.

There is no reference to the components and recommendations of the EA prepared by Eco-Connect and so no way to address those issues and concerns or for you to assess the level of support in the community for the issues raised by the EA

The Comp plan community value of ecosystem stewardship is missing in this solicitation. It should be included in any survey

18 days ago

Wildlife watching and development are incompatible! leave Karns Meadow as it is. It provides critical habitat for mule deer and nesting areas for waterfowl. We need to protect undeveloped green spaces in town. Bikers already have a safe way to commute in this area.

18 days ago

You can't have wildlife watching and biking, skiing etc.. leave Karins Meadow as is! It provides critical habitat for mule deer and nesting areas for waterfowl. We need to protect undeveloped green spaces in town. Bikers already have a safe way to commute in this area. There are already plentiful spaces for in town recreation.

18 days ago

xyz

18 days ago

The Karns family wants it to be a park. You should follow their wishes. This can be a park and recreational space without destroying habitat. Please implement this plan.

18 days ago

Paving and adding lots of infrastructure to this space would be horrible! Please preserve the one place in the town of Jackson that's actually the way it's meant to be

18 days ago

I don't like the potential for development in Tracts 4, 5. It will squeeze the habitat. Light amenities (restroom, shelter, outer pathway) are great. Leave it at that. We are choking out the inhabitants that were here before us and compromising the Creek's ability to sustain itself.

18 days ago

Need to provide access to nature and outdoor activities within access to the over built downtown area.

18 days ago

I like the idea of a trail along the outside to allow use of a natural space. I don't like the idea of a parking space as the park is already next to a bike path and it will only encourage more driving in our congested town. I imagine the space more like Russ Garaman Park in terms of amenities - just trails and maybe a shelter.

18 days ago

I like the idea of a trail along the outside edge of the park to allow for enjoyment of a natural space. I don't think there should be bathrooms or a parking area. A parking area would just further encourage people driving in our congested town. I'm imagining it more of a space like Russ Garaman park in terms of amenities - trail and maybe a shelter but parking seems like too much considering it is close to east and west Jackson. Since it is along the bike path it should still be very accessible.

18 days ago

I am opposed to installing lighting in the meadow.

18 days ago

Please do not develop Karns Meadow. It is heavily used by wildlife year-round and is critical in the winter months. Please remove tent camps that occur in the meadow during the summer.

19 days ago

This area should not have lights, pavement or excessive infrastructure to maintain the natural feel and wildlife habitat value. Mule deer use this property to connect from the south facing butte to snow king mtn and it provides good cover for movement in an otherwise urban surrounding. Ideally a wildlife crossing on Broadway as envisioned in the master planning document would be part of the planning of this space. Humans have many other similar spaces to recreate in the area. Josie's, Garman's , etc. Gravel trails seem more appropriate if needed.

19 days ago

Keep the meadow natural. We are already overdeveloping everywhere with more people living here and encroaching on wildlife habitat. Can't we have one place we don't mess with???

19 days ago

Parking at rodeo grounds?

Hopefully dogs will not be permitted and there will be clear signage at every entry point.

19 days ago

19 days ago

Please don't build trails, parking or bathrooms. The wildlife needs the area more than we do.

19 days ago

Do not overbuild!! There is enough of that already!!!

19 days ago

The Karns Meadow was my back yard growing up in Jackson Hole. 45 acres of wild lands that my siblings, friends, neighbors and family worked, explored and ran around in..Played among the willows, fished and floated Flat Creek, rode horses, cross country skied, built forts, foraged, studied nature, witnessed wildlife and immersed ourselves in a type of "Narnia"..for years! My childhood was unlike many others. I am who I am by and large from that experience and coming of age in and around the Karns Meadow.

When my grandparents passed away, our family had to sell/pay inheritance taxes on prime undeveloped land in Jackson Hole. Instead of selling or developing it, we opted to work with the government and have it turned into a Town Park, so that ALL OF YOU could experience the magic of the meadow the way we did when it was our families' ranch, private property, nature park and homestead for over 100 years!!

For 20 years now it has been my father and aunts' legacy and wish to have a pathway built around the perimeter, picnic tables, wildlife viewing areas/blinds, parking areas and access. The Town of Jackson, Parks and Rec, Land Trust and several other organizations have had a plan, yet they continue to postpone, while environmental groups fight and fight against any development and other Town projects take precedent. It's not going to be condos, shopping malls or highways for goodness sakes! The deer and fox and fish have plenty of room to migrate, wander and coexist, while people get to enjoy nature right in the heart of the town of Jackson. Please fill out this survey and ENCOURAGE our town planners to follow through with our family wishes for the Karns Meadow to connect to the pathways and be enjoyed by all!

19 days ago

I grew up adjacent to the meadows. It WAS our childhood playground and I would not have wanted it any other way. Ha I g this in town spot to be able to enjoy nature is vitally important to our community.

19 days ago

IT'S a diamond in the ruff. Do it right . Thanks

19 days ago

Please keep the original legacy alive!

19 days ago

Being able to ski or hike thru area is nice but leaving it wild for wildlife habitat to coexist with humans is more important

19 days ago

Keep it wild for wildlife. Parking lot sufficient in size for limited visitation 4 season like LRP. Parking lot size limits park capacity.

19 days ago

I love that this has the potential to be the Central Park of Wyoming.

19 days ago

Big kudos to the Karns family for their vision.

19 days ago

i was born and raised in jackson, and continue to reside in jackson. what better way to support this community than to create a space for all to enjoy!

19 days ago

Check the proposal. Track 5 'parking garage'. The town is starting their nibbles, just like the rodeo grounds. How long until they want employee housing?

19 days ago

I hope it happens. We need more space like this in our communities around the world. Thank you!!

19 days ago

Please keep any development to a minimum. Where are the deer and foxes going to go? What about the songbirds and ducks in there? Do we have to impose a human presence on every square foot of Jackson?

19 days ago

My family enjoyed the meadow for 20+ years. It would be a shame not to be able to continue.

19 days ago

I am part of the Karns Family and I would like to see the Town of Jackson follow through with the agreement that we had when we sold the Karns Ranch 20 years ago!

19 days ago

If there is a picnic area parking will be important though street side is fine

19 days ago

I love low-amenity parks like this design and May Park (which in my opinion should remain minimally developed.) Walking biking paths around and adjacent to natural features like streams and vegetation are the best places for both kid and adult recreation. They foster a relationship to nature and give us all a chance to practice sports like learning to ride a bike or rollerskate or skateboard. They also allow moderately good habitat for birds and deer, etc. It's a win-win design. Let's make it happen instead of building stuff like pickleball courts and butterfly gardens, etc.

19 days ago

No more building, leave this for the community

19 days ago

I think it's really important that the town use this land for what it was gifted for. Our county is surrounded by a million acres of national forest, there is plenty of space in the park and outside of it for wildlife.

19 days ago

It would be great to be able to use the park to exercise horses. The arena is just across the road and the preservation of our western heritage is important. If you are offering trails for bikes you should also have trails for horses.

19 days ago

Keep the cabin! Please don't pave any land or use any more of it for parking cars. Create natural surface universally accessible trails only and maintain the runway for the paragliders. Thanks

19 days ago

Often development is NOT progress.

19 days ago

Wildlife study! Don't develop if it would disrupt. Also have you considered the number of people who campout there illegally? You need to address that when planning...

19 days ago

This land should only be used as parkland. No housing.

19 days ago

Please do not develop this piece of land. The animals are already being squeezed out of habitats. Please just leave it alone.

19 days ago

Please protect the wildlife corridor that is Karns meadows. We do not need more play and park walking areas in town.

19 days ago

I think Karns should be closed in winter and limited activity in other months. Too important an area for wildlife in town

19 days ago

Please and thank you for protecting this open space in town. Not only is it very important for us people residents, but it's a nice little sanctuary for our animal friends to have to help them feel safer and more comfortable right in town. Those two details are extremely valuable in making this place as special to live in as it is.

19 days ago

Opening Karns Meadow for more/easier recreation activities will be beneficial for all. We can preserve it while letting the public enjoy it in harmony with our abundant wildlife.

19 days ago

This habitat should be conserved, not trampled by humans, bikes and pets

19 days ago

Karns is a valuable wildlife habitat. i would prefer it be monitored and left alone. Given taht some development will happen, my primary interest is in a groomed nordic track.

19 days ago

Please ensure this is open for fishing, especially for kids.

20 days ago

Thank you Karns family. I hope we can protect this land further for wildlife and water quality.

20 days ago

I would prefer there not be a park in Karns meadow. It's one of the few less-disturbed, open, green areas that remains in Jackson. I prefer that we don't touch it. We have a lot of good parks. If you want to build a park, tear down a luxury hotel and build one there. If you're going to build anything on Karns, build affordable, deed-restricted housing.

20 days ago

If some development has to happen, PLEASE NO PATHWAYS. We have so many options already. The meadows need protection for wildlife--humans have dominated every. Let the meadows be.

20 days ago

Karns Meadow should be adapted for people to use. Wildlife has extensive habitat in Teton County, and besides, Pinedale's town parks, which are developed to a certain extent, are moose and deer habitat, especially in the open grassy areas. Two winters ago, there were 5-6 moose in the Pinedale American Legion Park for significant periods, and there are moose there every winter. Just because you take out willows and put in grass for people to use, does not mean that wildlife will leave the park. In fact, I would bet that deer and moose would be better off in the winter if the Karn's Wildlife Preserve was transformed into a proper town park that people could enjoy, aka Pinedale's town parks.

20 days ago

Somewhere along the line didn't this community agree that wildlife is of the number one importance in the vision for this community? I do believe that may still hold true today so why would we as a community do anything to interfere with that?

I understand the Karn's families vision for this parcel though if the majority of the community were behind the more responsible vision of "leaving it to the wildlife" I would hope they would be on board. If not return the parcel to them, save a considerable amount of tax payer money and let them develop it, maintain it and accept the consequences.

21 days ago

I agree with the Conservation Alliance. They advocate for minimizing the negative impact on wildlife habitat and movement corridors (through development and human use). I also encourage the following actions:

A pathway that does not encircle the meadow.
Minimizing impermeable (paved) surfaces.
Contain as much infrastructure as possible next to the bus barn (parking area, public bathroom) rather than on the meadow parcels.
Instate a winter closure of the interior of the meadow (area between Flat creek and Broadway).
Town enforcement of a no camping policy in the meadow during summer.
No dogs allowed in the park to reduce wildlife conflict.

21 days ago

Don't do it. Leave it alone. Just patrol more to keep the illegal campers out.

21 days ago

Don't pave more of our paradise!

21 days ago

This is an essential space for mule deer, birds, etc. Jackson has SO many parks that have been developed for human use. Safe, human-free spaces in town are getting less and less, especially for mule deer in the winter. This development is NOT NECESSARY.

21 days ago

We are loving JH to death. Back off. Do nothing. People and wilderness are incompatible and everything around here seems to offer more amenities that bring more people.

22 days ago

This should stay undeveloped, natural resource for wildlife habitat.

22 days ago

Connecting trails across flat creek is good

22 days ago

Paragliding

22 days ago

Once we wreck this area for human use, we'll never get the animals who call this home. Let's be wise... it's an amazing parcel.

22 days ago

I wholly support Karns Meadow being used for passive recreation! The location of this area should be Jackson's "Central Park." I am excited to see things moving in that direction!

22 days ago

I feel the deer and birds in town need a natural place to live. Please don't put people/dogs/bikes in this pristine area. I thought it would always be a safe place for wildlife.

22 days ago

This land is quite sensitive and an important natural wildlife habitat in an otherwise busy urban area. Limit disturbances by keeping the proposed pathway away from the riparian habitat and do not provide a parking lot! This is a dense urban area that will only get denser (according to the master plan) no new parking except for ADA only spots

22 days ago

This represents the last eco-habitat friendly area in town and it is critical for our wildlife. Moose, deer, fox use this area as a refuge for it is free from the intrusion of people and tourists.

22 days ago

Wildlife is top priority. Taking their land for more recreation is silly; if it "must" be done, do it in a way that minimizes impact on wildlife the least.

22 days ago

I would love to see Karns Meadow park developed for public use, although I don't know how it can be done without being overrun by a million dogs. It doesn't take an environmental impact study to deduce that large numbers of dogs will disturb the deer population and other wildlife. The town needs a designated dog park for the spring, summer, and fall months or this is going to be a problem.

22 days ago

fence to restrict dogs & cats, but not wildlife. fence large apt complex on Broadway from pet access to meadows.

22 days ago

It's wishful thinking, but the true success story here would be to leave Karns Meadow completely alone as a haven of natural habitat for the wildlife that depend on it.

24 days ago

I would like to see Karns Meadow stay wild. There are plenty of opportunities in our area to recreate in the ways mentioned above. The wildlife need refuge and this area can continue to provide that.

25 days ago

We have enough parks and pathways already. This is one of the very last pieces of habitat that provides wildlife connectivity through town. Please limit the amount of development and human activity in this area in the design and keep human activity to the periphery. This area should be closed in the winter.

25 days ago

Leave it alone and leave it wild.

25 days ago

No Pathway inside W boundary of Tract 1!!

26 days ago

no other sixth extinction

26 days ago

We really do NOT need any more buildings or structures. Let's try to keep SOMETHING in Jackson as it currently is if we can't remove what has been placed there already. Thank you for the opportunity to comment.

26 days ago

Why does everything have to be developed? There are some places, especially sensitive wetlands that does need human activity. Keep it pristine-no people necessary!!!

26 days ago

Leave the parcel alone. Preservation was the intent when purchased from the Karns Family. Don't go back on your promise!

26 days ago

It has taken far too long for the town to move forward with a plan to make this land accessible and usable for our WHOLE community. Two or three neighbors screaming about wildlife is ridiculous.

28 days ago

Karns Meadow is a critically important and high quality wildlife, stream, wetland, and riparian resource in the Town. It is my opinion that future development and uses need to consider this irreplaceable resource. Is a pathway and groomed trails with lights compatible with crucial winter range, migration routes, and habitat? Let's make wildlife habitat and Flat Creek a priority in Karns Meadow and human uses second, or not at all. Seasonal winter closures are a good start. Retaining high quality habitat and mitigating habitat should also be implemented. Avoidance of human impacts, both use and direct impacts, should be priority number one for this property.

I think the Town and County could repurpose the potential funds spent to build a pathway in Karns to a more meaningful connection to make it safer for cycle commuters somewhere else in the Town or County. There are real pathway connector needs to keep our children safe. A win- win situation would be to protect Karns Meadow for wildlife and water resources while improving pathway safety and connections for school kids around the intersection of High School Road and Hwy 89 leading to the schools.

28 days ago

We should focus on preserving/protecting wildlife/habitat in the Greater Yellowstone Ecosystem. Leave Karns Meadow Park alone. Stop developing wildlife habitat.

28 days ago

KM should not be disturbed due to dense willows that provide a safe habitat for wildlife. No dogs should be allowed in the area since so many residents do not obey leash laws. I suggest a small enclosed blind for quiet viewing into a small overlook of the creek and no more access. Excess noise for routine gatherings will disturb this quiet zone for wildlife in the city.

28 days ago

How did we get here? So sad, so sad.

29 days ago

Dog walking or Dog park?

29 days ago

As I understand it, the Kearns family wanted the land to remain a refuge for wildlife, with some incidental use by humans, but not to be paved over and broken up by trails and picnic areas.

29 days ago

Leave it natural without any development

29 days ago

It would be nice to see Karns developed in a wildlife friendly manner. There is already rogue camping and filth. Please help clean it up and keep it wild.

29 days ago

It's a great resource that needs protecting
maybe some visual screening of the bus barn

29 days ago

We are lucky to live in a community where local families have donated lands for the benefit of the entire community. Jackson has done a good job balancing the importance of wildlife protection and community enhancement and this project should continue the city and Karns's family legacy. We have spent many summers fishing from the banks of flat creek through Karns but have not spent time there in the past few years with safety concerns. We have personally cleaned Karns during spring clean up and it is sad to see the current state of the open space. Hopefully re-engaging this plan will activate the space and bring it back to a cleaner and safer environment for families in our city to enjoy.

29 days ago

Karns Meadow is beautiful. The Fairgrounds is a noisy, dusty, polluted eyesore used only by a small segment of our community. The Fairgrounds should be transformed partly into natural wildlife habitat, and partly into a public park and green space that will quietly and peacefully benefit the whole community, along with Karns Meadow.

one month ago

I look forward to a future when Karns Meadow is a more accessible for people to enjoy. I believe that a well-designed Park and pathway can improve access while maintaining the natural and wild qualities of the area.

one month ago

Let's pause before we build in Karns Meadow. Once built we can never go back. There is so much movement and ideas taking place in Wyoming regarding recreational activities. I don't think we necessarily require parking lots and picnic tables. We can use our experiences to consider human/wildlife interfaces. We don't need another Miller Park. We don't need access until we can think through our new options. Increasingly the character and demographics of Jackson are changing. What do the permanent residents want? How much of an impact will tourists have on our town's Karns Meadow? Do we want tourists to have more impact on our treasured places? I do not. My husband does not. How will future (the next 5 years) residents and visitors feel about the loss of this town treasure. Yes. The Karns family wanted the parcel to be used for recreation. Can recreation be a virtual concept; to enjoy knowing we keep Karns Meadow as a wildlife, wetland, botanical preserve? I derive a great amount of pleasure and satisfaction thinking about Karns Meadow as it is. I love to bicycle by and drive my car on existing roads. I do not need to access it physically.... it is in my mind. I think and wonder what treasures are hidden from me in that "wild" place. There is a recreational concept we have not explored. What is the recreational character of our town, of our desires? Let's pause. There should be no hurry. If we act now we will lose this virtual opportunity. I think instead of paths we can have audio, video, educational, a look into the parcel without actually being there. Who indeed is living there and who will be displaced? What an opportunity to revise our conceptual thinking.

one month ago

I am a business owner on South Glenwood. I have staff housing on site. We feel this project could be a wonderful community asset and we look forward to following this project as it progresses.

one month ago

-

one month ago

Love the existing layout! This is well designed to both protect core habitat used by wildlife and birds, and allow for running/walking/biking around the exterior the meadow. I live in town and if this gets built I would regularly use this as an addition to my running loop. I disagree that the paths will impact deer any more than the existing highway. Deer may change their time of day usage, but will still access the meadow after dark, and individuals that are more tolerant of humans (e.g. the deer that winter in town) will likely hardly change behavior due to addition of trails on the Park's perimeter. Would love to see more invasive species control here. Also - park has been used (especially the area behind the gas station) as a refuge for homeless during summer. Surprised this is not more a part of the conversation. This should probably be taken into account and local shelter space ensured. Gotta have courage to fight the NIMBYs though! Once/if sufficient shelter space is available, camping/dog leash/dog poop restrictions should all be enforced if possible. And insane amount of dog poop from the 15% of people who don't pick up poop is already washing into the creek here and at other locations along the creek.

A good compromise with "environmentalists" would be to not have XC skiing (focus grooming on existing pathways) and to enforce dog leash laws with citations especially in winter.

Lastly, consider working with Trout Unlimited to determine if fish habitat could be improved? This goes for all of Flat Creek through Town. Seems like amount of "holding water" could be improved.

one month ago

Karns Meadow is of immense importance for our ecosystem. One of the last vestiges of open space in town, it serves as a critically important corridor for numerous species. Given the crisis faced by the Jackson Hole ecosystem as a result of human activities, this proposal to expand the human footprint in Karns Meadow is utterly reckless and irresponsible.

one month ago

Please keep in mind how much Jackson has been developed over the last decade alone. Wildlife are running out of safe spaces in our town. Please consider their needs too when building this park. I am all for another green space in town, but there are a lot of deer and birds and other wildlife that call that area home or at least pass through it regularly. We need to consider them in this plan moving forward or we will face more wildlife/human conflict over time. The wildlife is part of what makes this town so special. Thank you!

one month ago

If a park is approved, consider minimal improvements. This is the last piece of habitat left in the town of Jackson. It should be preserved.

one month ago

We already have plenty of bike paths right around town, this area should be preserved as a natural space for wildlife, with minimal footpaths to allow for quiet, unobtrusive viewing. It's location right in town means there does not need to be additional parking.

one month ago

Repurpose existing log cabin for infrastructure needs - celebrate the historic value (Karns homestead) in addition to ecological value/natural resources

one month ago

Please incorporate the historic cabin into the design.

one month ago

I'm very excited for this. I wonder if dogs would be allowed? I've noticed there are tons of dogs at May park and they really make it hard to skate/ski there. . but I know dog owners would love another place to walk the dogs. Is there a lot of wildlife that uses that area? I hope the wildlife will be taken into account. I am very excited about this, thank you!

one month ago

Karns Meadow is a valuable and unique ecological refuge, in the middle of town. it is critical for the deer crossing from east Gros Ventre Butte, over to Flat Creek. it has importance to many other species-- remember the fox family that could be seen from Snow King Ave?

it also has importance as a refuge for folk. Nowhere else in town has such a tranquil area, shielded with trees and other vegetation, and Flat Creek.

The conservation easement would be fulfilled by a few short paths, some benches or other viewing platforms, and maybe a few signs that highlight the ecological importance of Karns Meadow. I would like to see a survey of the flora and fauna that live in, or use this precious mid-town gem.

I am very opposed to putting in parking lots, as this is a small area which would be made smaller by parking lots, and goes against the town and county encouraging alternative transportation.

Access should be by the town street bus, not by encouraging car driving. some bike parking stands could also encourage access by bike (but NOT bike paths in the meadow).

I am opposed to any other development, such as bike paths, groomed winter trails, horses and dogs (too small) and even structures for picnics. town has a number of parks that serve these purposes, not to mention the forest trails (hike and bike) on nearby Snow King.

Don't blow this by trying to make this a multi-activity area, which would destroy the essence of a small urban ecological refuge for both wildlife and people.

one month ago

I don't agree with this project at all. The additional bike/walking paths are indirect routes which aren't needed. We should be protecting the wildlife habitat. Every winter I see numerous mice, deer, foxes, etc using this area as a safe haven. Our town has enough public land for recreating, this is fluff.

one month ago

This is a very important wildlife corridor that has already been constrained by all of the past and recent development right along the river. Please keep it an open space and migration corridor. We have plenty of bike paths and other recreational amenities already.

one month ago

This area is critical habitat for deer and moose in the winter and should not be developed. I lived on Flat Creek Drive for 17 years and in the winter frequently observed moose and many deer there along Snow King Avenue and around the ponds along Flat Creek Drive. And they often travel in and out of this area from the Butte to the north. (That is why there have been so many auto/deer collisions on the Highway 89). Karns Meadow is also frequently traveled wildlife corridor between the Butte and Snow King Mountain. It is extremely unique to have this inside the Town limits. Why can't it be left as is as an undeveloped park? Or minimally developed with just a few summer trails? For a community that claims to care so much about wildlife, it is unconscionable that nordic trails have to be built here. Are these 1-2 km of nordic trails more important than protecting wintering wildlife? This is completely unnecessary. Based on my 17 years of observing wildlife there, from the sidewalk or from my window, I believe the area should be closed to humans during the winter until May 1.

one month ago

development by the bus barm could be an option.

one month ago

Please leave Karns as is.

one month ago

The preservation and reuse of the Mercer Cabin should be a high priority. I understand that the cabin was placed there temporarily, but it is now the Town's responsibility to preserve and reuse it on site, not relocated it to some other place. To suggest that it cannot be restored and reused as a park structure, whether restrooms or shelter, or other public use, is an unacceptable failure of design imagination. This building is historically and architecturally significant dating back to the 1930's and should remain in public view; incorporating it into the park design is a perfect solution.

one month ago

please don't encircle with a path and don't make asphalt/paved surfaces

one month ago

Extend Garaman Pathway to Wildlife lane and across to Karns. Get bikes off the streets where possible.

one month ago

This is an important wetland and place for wildlife. Please do not disturb this ecosystem.

one month ago

Thank You for adding another park - with so many people here now - we need more and more open/green places for people and don't need places for parking in the park - this will make people use non-motorized methods to get there and keep the air cleaner and less vehicles on our roads

one month ago

I'd prefer if this park was left for wildlife habitat. How about giving this park to the wildlife? To much human intervention everywhere you look.

one month ago

Pete and his family envisioned a cross country ski training area. please follow the Karns family gift designation. thank you

one month ago

There are many public parks and pathways for groomed skiing and biking. Karns Meadow is special due to the creek, the meadows, and the wildlife. It should be designed for slow recreation (walking, fishing, wildlife watching, art), not as a high speed pass through. Gravel walking paths, no dogs, no lights, winter closure.

one month ago

Put PERMANENT electronic & enhanced flashing "Wildlife Crossing" signage on Snow King Ave. so the already beleaguered DEER will be spared some further carnage!

one month ago

We don't need anymore parks in town. Leave this area alone and let wildlife have a place and some peace.

one month ago

Karns meadow is an island of safety for wildlife that manage to survive crossing Snow King or Broadway. Let's leave it that way. Seriously, we have tons of space to recreate in and around town. Building housing and parks at the fairground makes way more sense. Please leave Karns Meadow undeveloped.

one month ago

It should remain 100% wild and untouched by development. It must have connectivity to other wild areas.

one month ago

Most important: preserving the wildness of Karns Meadow Park. Minimal to zero infrastructure. No pathways for walking or bike or skiing that would cut into, bisect, or circle the space. This space is surrounded by roads and bike paths. Keep that traffic out of park interior. Let this space be truly for wildlife. Maybe at some point we can connect this land with the butte to the north and the hill sides of Snow King with wild life overpasses and begin to restore some of the wild life corridors.

one month ago

Please allow the wildlife to continue to remain undisturbed in this space. They have already been disrupted enough. We have record numbers of wildlife being hit and killed by cars in the county and this sort of development is part of the cause. Please be kind to them and preserve their habitat - it is theirs, not ours. Thank you.

one month ago

I'd like to have non-motorized access to K Meadow from the four corners at least, doesn't have to be paved; even better would be an X pathway instead of one that circumscribes the Meadow.

one month ago

Good job

one month ago

The original intent for Karns' meadow when sold to TOJ at a bargain sale under conservation easement by the Karns family was for the space to be a community park. Currently the space is not managed for that purpose, and the TOJ has been influenced by private home owner neighbors to ignore that original intention for their own personal interests and gains. Karns Meadow is public property and should be managed as such. TOJ has an obligation to create a development and management plan for responsible use that balances community access and wildlife-friendly recreation.

Additionally, TOJ has an obligation to review the developable lots on the Eastern border of the Meadow and leverage that land already owned by the Town for affordable/workforce housing opportunities. This is a sensible solution to one of our community's largest problems that is again being blocked by private land owner neighbors.

one month ago

Protect our wildlife and wild places!

one month ago

Please incorporate Mercer Cabin in plan. It is important to preservation of our community

one month ago

I feel protecting winter habitat for wildlife should take priority but would immensely enjoy developed pathways for late Spring, Summer and early Fall. (similar to Elk Refuge open and closing dates)

one month ago

Thanks. Lots of birds, deer etc use this area

one month ago

Keep the Meadow for wildlife as is

one month ago

The public access and wetland habitat in Karns Meadow are both extremely important. I like the design of the pathway as currently proposed because it avoids wetland infringements and allows much better public access. While I appreciate the mule deer use in the park, the development around the park has isolated it to the point of making it deadly for deer to attempt to cross into the park. We should keep the focus on wetland and creek health in the park.

one month ago

I'd like to see the natural area maintained. Due to flooding, creek gorging, and other geotechnical issues, a paved pathway makes little sense to me. A bark or gravel surface would encourage people to go slowly and enjoy the place rather than racing through. Paved sidewalks and a bike lane exist nearby.

one month ago

Didn't an ecological study advise against any/all development? Why is this being pursued? Even if it was 'developed' why create parking? Picnicking? Isn't town trying to encourage bike lanes, in out flat, easily and eminently bikeable valley? It would also seem that a wintering wildlife closure should be an important part of this conversation.

one month ago

Developing Karns meadow is a bad idea all around. It is the last natural habitat in Jackson and needs to be protected at all costs for the wildlife living in and passing through the meadow. We have excellent established pathways on all side of the meadow and a pathway through the meadow adds nothing for Jackson recreationists. Keep this land safe for wildlife.

one month ago

I do not have any criticisms of the proposed plan, and I would be perfectly satisfied with this proposal. I know that there is a lot of pushback from organizations like the Conservation Alliance. This is unfortunate that they take specious science and attack recreation. The mule deer that frequent Karns meadow cross a five lane highway, two bike paths, two sidewalks, an office center, raft company, gas stations, and so on. A walk and bike path is of no consequence to them. That said, my strongest suggestion is to make a path from the end of Kelly Avenue connect to virginian lane by bisecting the virginian hotel property. This would be a huge improvement to the hotel guests as it would give them easy access nature access and it would give the residents a way to cross town, either on foot or bike, without having to deal with the high traffic intersections on Flat Creek ave, Snow King ave, and Virginian Lane. This would be a huge benefit in the Winter time when the bollards are gone and snow king ave gets downright hostile to bicyclists. I do no see a strong need for the second bridge and the other pathways (yellow and red) but I have no opposition to them. The blue pathway, while perfectly fine where it is would be far cheaper, easier to construct, and less likely to stir the ire of antirecreation organizations, if it was constructed more directly to the end of Kelly Ave.

My hope would be for keeping the Karns Meadow a year long walking and biking route through town, and hopefully someday a pathway would go from the high school to dairy queen so we can promote nature based transportation that this beutiful place deserves Adding improved infrastructure for winter cycling gives the residents another important option for transportation as the Start bus is limited, walking is slow, and cars should be a last resort instead of a first. Fat ebikes with appropriate studded tires are an amazingly effective tool for navigating the town of Jackson and their usage should be subsidized and encouraged whenever possible. For the most part, the Town should pride itself on taking steps in this direction by plowing the Russ Garaman trail in the winter time.

one month ago

This plan was made in a prior era here in Jackson when groomed winter trails and pathways were scarce. This plan should be modernized with a conservation lens and truly balance human use and wildlife habitat conservation. Let's consider plans that close the park in the winter and don't encircle the meadow with a paved pathway. Let's not allow dogs in the park, minimize impermeable surfaces, and locate any new infrastructure close to the bus barn.

one month ago

Listening to coyotes in Karns meadow, seeing foxes, birdwatching, having opportunities for animals to overwinter is more important to me than a highly groomed park.

one month ago

Please, please, please do something soon. It's been years since the land was donated and I have been waiting for a long time to be able to enjoy the scenic, quiet space that it is walkable or rideable from my home. Compared to other neighborhoods, this particular part of JH has so little to offer as far as scenic, quiet spaces that are easily accessible - instead we have the dusty/dirty rodeo grounds, crazy busy Snow King, and crowded Phil Baux.

one month ago

This project is unnecessary it is home to a wildlife and with respect should be left alone! Please stop overbuilding the community, we LOVE open spaces that's why we moved here 40 years ago. Leave JH Wild

one month ago

Please review activity vs wildlife docs by Bruce Thompson:people,bikes,speed,dogs, proximity, off trail use all affect migration corridors, wildlife refuge, flyway, critical habitat and Flat Creek degradation ie town watershed. Please take this into consideration.

one month ago

This key corridor and important wildlife habitat in the center of Jackson needs maximum protection. Have required public use focus on the rare quiet opportunity to observe, appreciate and understand the ecological value of this "nature sanctuary": Wetlands, Flat Creek, fish, many birds, moose, deer, bear, badger, beaver, (all seen there) and critical connection to habitat/natural areas north and south. There is no need for a pedestrian or biking loop trail as there are already pathways north and south, and an interior loop trail will disturb wildlife needing critical resting sites and water in winter, and resting/feeding areas for mammals and nesting habitat for birds in summer, not to mention fish and other aquatics. Have 2-3 strategic small viewing platforms/blinds (for instance on west side and from south side) for people to stop, walk in a bit, and view wildlife, but do not have lengthy trails, loops (certainly not paved), picnic area, or restroom. Minimum parking. Quiet zone would have particular appeal to elders as well as families with children who wish to have an intimate, safe connection to local birds, small mammals etc. amidst increasing development and commotion - an oasis. The current "park" parcel could accommodate a short trail.

This opportunity for quiet enjoyment in natural habitat is not found elsewhere in the heart of Jackson. Don't allow dogs, wheels of any kind except wheel chairs...No restroom needed if no picnic shelter. These added facilities are unnecessary, expensive, and require ongoing maintenance. Other urbanized areas now appreciate the value to the public of such low key "nature sanctuaries." Already there are plenty of other recreational options (including pathways!), and access to nearby local town parks with picnic shelters as well as extensive trail systems on national forest lands. Most of our population can access them easily, while the very young and elderly cannot. Keep development to a minimum while adhering to the strictures of the easement. Karns Meadow is not needed for human recreation; however, it is essential for wildlife moving north and south and along Fish Creek and for localized species. It is a valuable wetland habitat and flood control. With minimum development, it can be a wonderful quiet nature park/sanctuary for public enjoyment.

one month ago

I would like to see the park continue to be a haven for wildlife especially in the winter.

one month ago

It's a perfect place for an outdoor/nature based summer camp which would help serve working families in Jackson

one month ago

Less is more, go light on the land, critters need space, too.

one month ago

Leaving the Meadows undeveloped is the best option for wildlife, preservation, and peace and tranquility in Jackson.

one month ago

This survey was written with the presumption that Karns Meadows will be developed. No room for those of us concerned about development to respond.

one month ago

If wildlife is a high priority in our county, then a no development policy needs to be in place.

one month ago

Please only cluster any development near the Start bus parking area. Minimize any human needs. Bathroom only. No picnic area, no facilities, no parking. We have many parks with picnic facilities, not necessary here. Strict Winter wildlife closure with absolutely no grooming or winter trails. Summer walking/bike path should be minimal and possibly gravel. Must maintain open space. Wildlife habitat and water protection are priorities and human recreation needs come last.

one month ago

Plan is well done. Would like to see separate bike path along Snow King Ave.

one month ago

Interesting in protecting wildlife throughout the year.

one month ago

I am afraid through progress the beauty and the animals may loose!

one month ago

The creation of paved pathways should really be limited. It's very important to me that any pathway does not fully encircle the meadow, allowing free wildlife movement. Winter skiing and snowshoeing should be limited to established pathways. Limited public parking and restrooms such as those found at Rendezvous Park should be located as near as possible to the bus barn. Town or County Law Enforcement should ticket and/or arrest those who defy regulations for no camping and no dogs in Karns Meadow, where there should never be a need to use mutt mitts (which are so often left behind).

one month ago

What is the length of the path? Just curious

one month ago

Karns Meadow is a refuge for wildlife and should remain as undeveloped as possible

one month ago

Already places for humans. Leave meadow for wildlife. No pathways thru/around meadow.

one month ago

I'm opposed to this project. I live on the Karns hillside and I constantly see how many animals use this area as the last area in town for them to migrate thru and live in. As humans, we have many options but our wildlife has become incredibly limited within town limits. Please don't take this last resource from them. Thank you, Pamela Stockton

one month ago

I am not opposed to the current plan for a pathway, shelter, bathroom and parking lot. It appears the majority will remain a wetlands area.

one month ago

This is a treasured riparian wetland area and undisturbed habitat should be a priority. Isn't that what our community supported as a #1 priority with the revised Comp Plan?

one month ago

The plan made for this park is 20 years old and should be revised. Times have changed and the community's need and support for a park have waned. Undisturbed habitat here is much more valuable than a park. This riparian corridor should be conserved, not heavily used by humans.

one month ago

Finally there is some attention to this area, town continues to violate the conservation easements. This survey is not well.

Site plan, south creek crossing could be connected to existing bridge, because it will have less impact to natural resources.

Is there an actual study of the winter deer/moose use or just casual observations.

one month ago

oops! meant to say lots not adjacent to riparian zone.

one month ago

I see that current zoning is residential. I would much rather see thoughtfully developed park that emphasizes appreciation of nature in this location. Housing could make more sense in places like the rodeo grounds or other lots adjacent to riparian zone.

one month ago

one month ago

How likely are you to engage in these winter activities in Karns Meadow?

	Not At All	Somewhat Likely	Likely	Very Likely
Walking/Jogging	40% Not At All	20% Somewhat Likely	20% Likely	20% Very Likely
Bicycling	56% Not At All	22% Somewhat Likely	11% Likely	11% Very Likely
Fishing	78% Not At All	11% Somewhat Likely	- Likely	11% Very Likely
Wildlife Watching	33% Not At All	33% Somewhat Likely	22% Likely	11% Very Likely
Picnicking	89% Not At All	- Somewhat Likely	- Likely	11% Very Likely
Art/Photography	56% Not At All	11% Somewhat Likely	22% Likely	11% Very Likely
Education/Research	78% Not At All	11% Somewhat Likely	- Likely	11% Very Likely
Gatherings/Events	67% Not At All	22% Somewhat Likely	- Likely	11% Very Likely
No Activity in WInter	86% Not At All	14% Somewhat Likely	- Likely	- Very Likely
Other (Comment)	50% Not At All	- Somewhat Likely	17% Likely	33% Very Likely
10 respondents				

Close in winter to support wildlife
one month ago

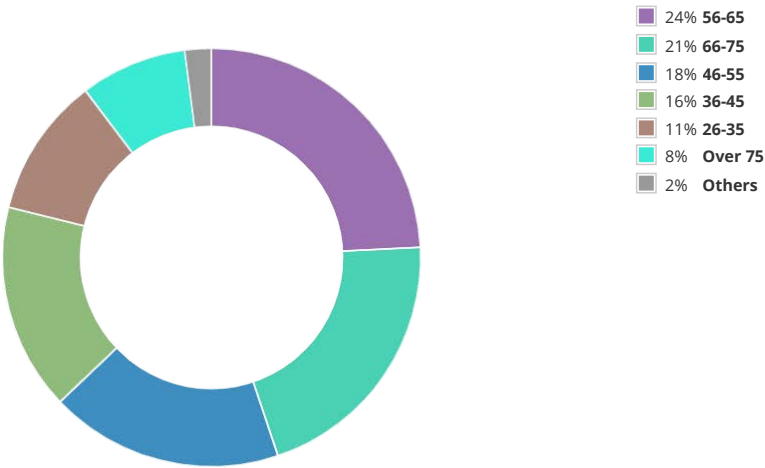
There should be NO grooming or skiing
one month ago

should be closed in the winter for wildlife.
one month ago

one month ago

xctry skiing
one month ago

What is your age?



194 respondents

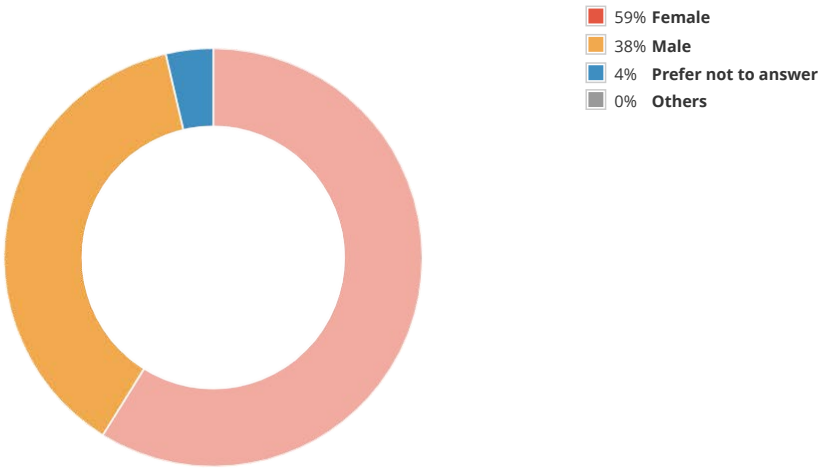
What is your race/ethnicity?

91%	White	175 ✓
7%	I prefer not to answer	13 ✓
2%	Hispanic, Latino, or Spanish	4 ✓
1%	Asian	1 ✓
1%	Other	1 ✓
0%	Black or African-American	0 ✓
0%	American Indian or Alaska Native	0 ✓
0%	Native Hawaiian or Other Pacific Islander	0 ✓

192 Respondents

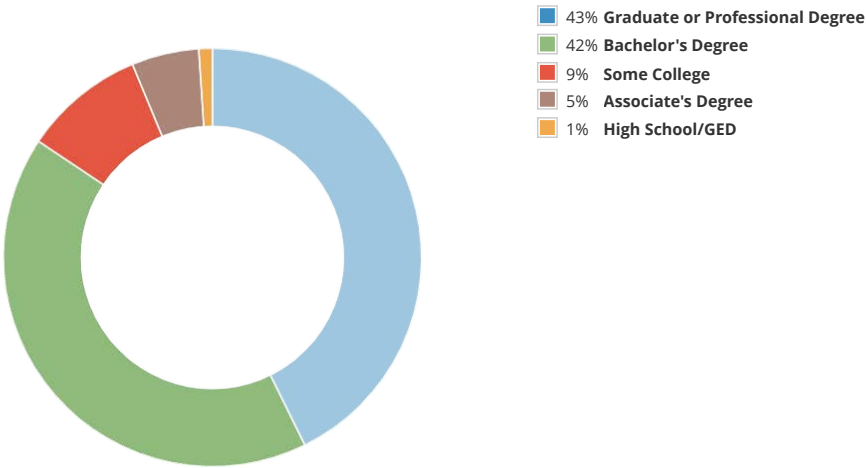
Teton County - Report Creation

What is your gender?



192 respondents

What is your highest formal education level?



192 respondents

Loading more report objects...

NOTICE OF NEIGHBORHOOD MEETING

March 9, 2023, 5pm-7pm

March 10, 2023, 1pm-3pm

Location of Meeting: Teton County Library, 125 Virginian Ln,
Jackson, WY 83001

A neighborhood meeting will be held to inform interested
parties about:

REQUEST: Zoning Map Amendment (ZMA)

PROPOSAL: Karns Meadow Park Tracts Zoning Change

For information regarding this meeting, please contact:
Rachel Rudd at (307)732-8485
Posting Date: 2/27/2023



PRE-APPLICATION CONFERENCE SUMMARY
Planning & Development Department
Planning Division

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

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

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

PRE-APPLICATION MEETING GENERAL INFORMATION.

PAP#: P22-267 & 268
Date of Conference: 01/04/22
Planning Staff: Tyler Valentine

PROJECT.

Name/Description: Karns Meadow Masterplan Development – Rezone Track 5 to Public /Semi-Public, Tracks 1-3 & 6 to Park & Open Space, and Track 4 to Park & Open Space and NL-3
(this request includes The JH Land Trust parcel and Well #5 owned by the Town)
Physical Address: No address
Lot, Subdivision: Tracks 1-6 of Karns Meadow PIDN: _____
Zoning District(s): Tracks 1-6 are zoned Neighborhood Low Density-1 (NL-1)
Overlay(s): Natural Resource Overlay (NRO)

STAKEHOLDERS.

Applicant: Teton County Park & Recreation – Steve Ashworth
Owner: Town of Jackson & JH Land Trust
Agent: _____

REQUIRED APPLICATIONS. *This project will require the following applications:*

Application	Reason	Fee
Neighborhood Meeting	Required for all Zoning Map Amendments	n/a
Zoning Map Amendment (ZMA)	Required to change the zoning to P/SP, P, & NL-3	n/a
Environmental Analysis (EA) – can run concurrently with the ZMA	Required prior to physical development or use within Karns Meadow	n/a
Conditional Use Permit (CUP)	Required for all uses in the P/SP & P zones	n/a
Grading Pre-App	Required prior to Building Permit for site disturbance greater than 3,000 sf or required at Town Engineer discretion.	n/a

Building Permit	Required for all physical development	TBD
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MEETING ATTENDEES:

Name	Company	Phone/Email
Tyler Valentine	Town Planning	(307) 733-0440 x1305
Tanya Anderson	Ecosystem Stewardship Administrator	307-734-4419
Rachel Rudd	Parks & Recreation	307-732-8485

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

The following timelines are generally applicable:

Application Types:	Sufficiency	Decision-Maker	Timeline
Neighborhood Meeting			Must be done prior to submittal of ZMA
ZMA EA	14 days	Town Council	90-120 days after sufficiency
CUP	14 days	Town Council	90-210 days after sufficiency
Grading Pre-App	1 week	Town Engineer	3-4 weeks
Building Permit		Building Official	First round review is typically 4 weeks.

Checklist Key.

✓ **Required.** Applicant must demonstrate compliance with this requirement.

n/a **Not Applicable.** Review requirement is not applicable to this project.

General Information

Requirement

Notes

✓ **Planning Permit Application.** The application should list all pertinent permits (use, physical development, interpretation, relief from the LDRs, Development Option/Subdivisions, Amendments to the LDRs) for which you are applying.

✓ **Notarized Letter of Authorization.** See “Permit and Applications” section on Planning Department website for copy of form.

Required if the applicant is different than the owner.

√	Application Fees. Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.	Please see above.
n/a	Review fees. The applicant is responsible for paying any review fees and expenses from consulting services necessitated by the review of the application by the County Surveyor, Town Engineer, Title Company and any other required consultant. Such fees shall be paid prior to approval of the permit.	Waived for Town and County applications.
n/a	Mailed Notice fee. See Section 8.2.14.C.2 for notice requirements. If mailed notices are required, the applicant is responsible for paying for any mailing in excess of 25 notices.	
√	Digital Format. All applications submitted to the Town Planning Department must be submitted in digital format.	Please provide digital copy with application.
√	Response to Submittal Checklist. All applications require response to applicable review standards. For applications where a pre-application conference is required, applicable standards are identified below. If a pre-application conference is optional, see the submittal checklist for the relevant application type, established in the Administrative Manual.	This checklist serves as a guideline for process, but has additional concerns/recommendations throughout.
n/a	Title Report. A title report, title certificate or record document guarantee prepared within the last six months that includes evidence of ownership and all encumbrances on the subject property. Copies of the documents referenced in the report should not be submitted unless requested by the planner during review.	
√	Narrative description of the proposed development. Describe in detail the existing condition of the property and the proposed development, use, or subdivision for which you are seeking approval.	
√	Findings for approval. Include in your narrative a response to the findings for approval found in LDR Sec. 8.3.2, as applicable.	The ZMA, EA, and CUP each have their own findings that need to be addressed in writing in the application submittal.
√	Proposed Development Program. Provide a table that summarizes the projects compliance with the primary development standards (setbacks, heights, FAR, LSR, etc.).	
√	Site Plan. Provide a detailed site plan of the proposed project. A list of minimum standards for a site plan are established in the Administrative Manual.	Please provide a site plan for the EA and CUP. Not required for the ZMA.
n/a	Floor Plans. Include floor plans for any existing buildings that will be occupied by a proposed use. If changes to existing buildings are proposed, indicate those on the floor plans.	
√	Neighborhood Meeting Summary. See Section 8.2.3 for Neighborhood Meeting requirements.	Required for the ZMA.
√	Posted Notice. See Section 8.2.14.C.4 for Posted Notice requirements for all public hearings.	

ARTICLES 2 (COMPLETE NEIGHBORHOODS), 3 (RURAL AREA ZONES), and 4 (SPECIAL PURPOSE ZONES).

Applicable Zone: Public/Semi-Public (Sec. 4.2.1.) & Park and Open Space (Sec. 4.2.2.)

Applicable LDR Section: Sec. 4.2.1. & 4.2.2.

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

Requirement	Notes
√ Structure Location and Mass (setbacks, height, FAR, etc.)	Show structures, setbacks, height, details, etc.], as part of the EA and CUP if any structures are proposed. Structures are defined as anything taller than 4'.
n/a Maximum Scale of Development (individual building size)	
n/a Design Review (Design Guidelines and Design Review Committee)	
√ Site Development (Driveway and Access limits)	
√ Landscaping (see Div. 5.5 for more information)	
√ Fencing (see Sec. 5.1.2 for more information)	
√ Environmental Standards (see Div. 5.1 and 5.2 for more information) • Natural Resource Buffers • Irrigation Ditch Setback • Wild Animal Feeding • Natural Resource Overlay Standards • Bear Conflict Area Standards	An EA is required. As staff understands it, the EA was already completed but has not yet gone through the Town's EA review process.
√ Scenic Standards (see Div. 5.3 for more information) • Exterior Lighting • Scenic Resource Overlay (SRO) Standards	Provide exterior lighting worksheet with building permit submittal, and provide manufacturer cut sheets.
√ Natural Hazards to Avoid (see Div. 5.4 for more information) • Steep Slopes • Areas of Unstable Soils • Fault Areas • Floodplains • Wildland Urban Interface	Only if applicable
√ Signs (see Div. 5.6 for more information)	Signage should be shown with the CUP.
√ Grading, Erosion Control, Stormwater (see Div. 5.7 for more information) • Grading • Erosion Control • Stormwater Management	Grading pre-app will be required. All grading info will be included in the building permit.

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

Requirement	Notes
√ Allowed Uses (see Div. 6.1 for more information)	
√ Parking (see Div. 6.2 for more information)	Any parking proposed along Karns Meadow?

___n/a___ **Employee Housing** (see Div. 6.3 for more information)

___n/a___ **Maximum Scale of Use**

___√___ **Operational Standards (see Div. 6.4 for more information)**

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

DEVELOPMENT OPTIONS. *Please see Subsection D in applicable Zone District for specific standards.*

Requirement

Notes

___n/a___ **Allowed Subdivision and Development Options** (see Div. 7.1 and 7.2 for more information)

___n/a___ **Residential Subdivision Requirements** (see Div. 7.4 and 7.5 for more information)

- School and Parks Exactions

___√___ **Infrastructure (see Div. 7.6 and 7.7 for more information)**

- Transportation Facilities
- Required Utilities

OTHER APPLICABLE LDR STANDARDS

Requirement

Notes:

n/a

Division 1.9, Nonconformities

- 1.9.2 Nonconforming Physical Development
- 1.9.3 Nonconforming Uses
- 1.9.4 Nonconforming Development Options and Subdivisions
- 1.9.5 Nonconforming Signs

ADDITIONAL COMMENTS

1. The portion of land along Flat Creek Drive within Track 4, which the Master Plan calls out as 3 future single-family home lots, should be rezoned to NL-3. The current NL-1 zoning has a minimum lot size of 1 acre which does not align with the master plan. The appropriate zone is NL-3 which has a minimum lot size of 7,500 sf and allows no more than 1 single-family home per lot. The area to be zoned NL-3 should be at least 22,500 sf in order to obtain 3 future lots.

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

Agency

Required for:

✓

Building Official

✓

Town Attorney

✓

Town Engineer

✓

Title Company – for subdivision plat

✓

County Surveyor – for subdivision plat

✓

Jackson Hole Fire EMS

✓

Housing Authority

Integrated Solid Waste & Recycling

National Park Service

☒	Parks and Recreation Department
☒	Pathways Coordinator
☐	Public and Environmental Health
☒	Police Department
☐	Teton Conservation District
☐	Teton County School District
☐	Teton County (required when subdividing land within one mile of the Teton County)
☐	U.S. Forest Service (if adjacent to or accessing through forest service lands)
☐	Wyoming Department of Environmental Quality
☒	Wyoming Department of Game & Fish
☐	Other

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P23-079		ENGINEERING DEPARTMENT COMMENTS	Zone Map Amendment Approved P23-079 ADDRESS: Karns Meadow Dr. OWNER: Town of Jackson / Jackson Hole Land Trust APPLICANT: Teton County / Jackson Parks and Rec May 11, 2023 Jeff Silliman, 733-3079 DATE OF SUBMITTAL: 4/19/2023 DATE OF MATERIALS: REVISION NO.: The engineering division has reviewed your application for a ZONING MAP AMENDMENT submitted on and with application materials as dated above. *Please be advised that the following comments are being provided for use in preparation of future Development Plan submittals and are required for sufficiency. No Comment.		
P23-079		PC PUBLIC NOTICE	PC Proof of Publication		
	04/19/2023	PARKS AND RECREATION DEPARTMENT COMMENTS		ALANGLEY@JACKSONWY.GOV	
	05/11/2023	PATHWAYS DEPARTMENT COMMENTS		JSILLIMAN@JACKSONWY.GOV	05/11/2023
	06/07/2023	INITIAL REPORT		ALANGLEY@JACKSONWY.GOV	
		TOWN COUNCIL 1ST READING			
		PC KEY ISSUES			
		FINAL LETTER			
		PLANNING COMMISSION REVIEW AND RECOMMENDATION			

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
		BUILDING DEPARTMENT COMMENTS			
		TOWN COUNCIL MEETING			
		TOWN COUNCIL 3RD READING			
		LEGAL DEPARTMENT COMMENTS			
		POLICE DEPARTMENT COMMENTS			
		JOINT HOUSING DEPARTMENT COMMENTS			
		PLANNING DEPARTMENT COMMENTS			
		PC ROUGH DRAFT			
		FIRE DEPARTMENT COMMENTS			
		TC PUBLIC NOTICE			
		TOWN COUNCIL 2ND READING			
		START DEPARTMENT COMMENTS			
		COMPLETENESS REVIEW			
		FINAL REPORT			
		COMPLETE REPORT			
		PC FINAL DRAFT			
		DETERMINATION OF SUFFICIENCY			

STAFF REPORT



Meeting Date:	October 2, 2023	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Appointment of Mayor Pro Tempore and Acting Mayor Pro Tempore	Public Comment:	No

Purpose & Policy Considerations.

The Mayor appoints the Mayor Pro Tempore and Acting Mayor Pro Tempore to ensure the continuity of government.

Requested Action.

Staff requests the Mayor appoint a Mayor Pro Tempore and Acting Mayor Pro Tempore.

Recommendations.

Staff recommends the Mayor appoint a Mayor Pro Tempore and an Acting Mayor Pro Tempore.

Background.

The charter ordinance providing for the appointment of a Mayor Pro Tempore and Acting Mayor Pro Tempore was adopted on 3rd and final reading on July 10, 2023 along with two other ordinances that cleaned up the Municipal Code regarding the appointment of these positions. The charter ordinance took effect 60 days after publication for two weeks and was effective on September 18, 2023 and the 2 other ordinances amending the municipal code on the same topic took effect on September 20, 2023. The Mayor is now able to appoint a Mayor Pro Tempore and Acting Mayor Pro Tempore.

The Municipal Code now provides:

2.02.024 Appointment of Mayor Pro Tempore and Acting Mayor Pro Tempore.

- A. *At the first regular meeting in January following a general election, and as deemed appropriate otherwise by the Mayor, the Mayor shall appoint a Councilmember, other than the Mayor, to serve as Mayor Pro Tempore.*
- B. *At the first regular meeting in January following a general election, and as deemed appropriate otherwise by the Mayor, the Mayor shall also appoint a Councilmember, other than the Mayor and Mayor Pro Tempore, to serve temporarily as acting Mayor Pro Tempore in the Mayor Pro Tempore's absence.*
- C. *The Mayor Pro Tempore and acting Mayor Pro Tempore, when occupying the office of the Mayor, may exercise all of the powers of that office and have the same privileges as other members of the governing body. All acts of the Mayor Pro Tempore and acting Mayor Pro Tempore, while so acting, are as binding upon the Council and upon the Town as if done by the Mayor.*

Analysis.

Analysis has been provided in previous staff reports and all key policy questions have been answered. The remaining action is for the Mayor to make the appointments.

Possible Alternatives.

Comprehensive Plan & Priority Alignment.

In order to successfully implement the vision and common values of community character in the comprehensive plan, continuity of government at the Town Council level is necessary.

Fiscal Impact.

There is no fiscal impact in the Mayor appointing a Mayor Pro Tempore and Acting Mayor Pro Tempore.

Staff Impact.

Staff is estimating the time involved as shown in the below table.

Staff Impact of Mayor Pro Tempore and Acting Mayor Pro Tempore Issue		
Task	Departments	Estimated Hours
Research of Initial Issue	Legal, Administration	9
Staff Report Prep & Review for May 15	Legal, Administration	11
Charter Ordinance Research and Prep	Legal	4
Staff Report Prep & Review for June 5	Legal, Administration	5
Muni Code Ordinance Research and Prep	Legal	4
Staff Report Prep & Review for Aug 21	Legal, Administration	5
Updating Rules and Procedures	Administration	1
Advertising, Printing, Executing, Archiving & Posting Adopted Charter and Muni Code Ordinances	Town Clerk	7
Checking Work of MuniCode for Municipal Code Updates	Town Clerk	4
Staff Report Prep and Review for Mayor Pro Tempore and Acting Mayor Pro Tempore Appointments	Administration, Legal	5
		55

Attachments or Links.

None.

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

No motion is necessary. The Mayor must make the appointments as follows:

I hereby appoint _____ to serve as the Mayor Pro Tempore and _____ to serve as the Acting Mayor Pro Tempore.

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: October 2, 2023

RE: Town Manager's Report

With the resolution adopted setting the regular meeting schedule for the Town Council, staff is presenting the calendar for 2024 with the meetings as understood by staff. Under previous discussions on the 2024 calendar, staff has removed the 1st regular meeting in April due to the conflict with the Teton County School District spring break schedule. As shown, the only special meeting currently planned for 2024 is the Town Council retreat scheduled for January 29 and 30.

Application for Clean Water Act Section 319 grant

DEQ administers EPA Clean Water Act grant programs in Wyoming. Section 319 funds apply to implementation projects that reduce impacts to surface water quality from non-point sources. Town of Jackson has utilized these funds in the past for projects like the Karns Stormwater Treatment Wetlands and stormwater treatment units installed throughout the Town's stormwater collection sewer system to reduce pollution contributions to Flat Creek. This is an annual application/award, and this year the Town will apply for funding to help offset the design and construction costs of the stormwater infrastructure portion of the Gregory Lane Complete Street project. Staff hopes to pilot green stormwater infrastructure and low-impact development best practices through this project to apply nature-based solutions to stormwater management and reduce pollution inputs to Flat Creek. Staff anticipates the stormwater management portion of the project will cost approximately \$3.7M and the grant would fund up to about \$300,000 if awarded. Upon approval of the Town Manager Report, staff will work with Sustainable Strategies to complete and submit the application within the deadline of October 4, 2023.