

Regular Town Council Meeting

6:00 PM

Town Council Chambers

Chair: Hailey Morton Levinson

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

I. ZOOM LINK FOR PUBLIC PARTICIPATION

The Town reserves the right to close Public Comment via Zoom at any time. In-person comment will continue to be taken and written comments can always be submitted to Town Council by emailing electedofficials@jacksonwy.gov.

To join, click the link or copy to your browser: <https://us02web.zoom.us/j/84221410759?pwd=YjlVd05FUkZmL0lSYkt4dGVOWU1vdz09>

Or join at zoom.com with Webinar ID: **842 2141 0759** and Password: **83001** or by phone **+1 719 359 4580**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
 - 1. Introduction of Ish Jimenez, Associate Engineer
 - 2. Week of the Young Child
 - 3. Spring Clean-Up and Burn Week
 - 4. Child Abuse Awareness and Prevention Month
 - 5. National Tennis Month
 - 6. pARTners
 - 7. Arbor Day
 - 8. Team Wyoming Boys 18U Hockey Team National Champions

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. March 18, 2024 Regular Town Council Workshop
 - 2. March 18, 2024 Regular Town Council Meeting
- B. Disbursements

- C. March Municipal Court Report
- D. South Millward Water Main Replacement Contract Award (Brian Lenz)
- E. Miller Park Ground Lease with 4-H (Lea Colasuonno)
- F. Per- and Polyfluoroalkyl Substances Litigation: Retainer Agreement Modification (Lea Colasuonno)
- G. Professional Services Agreement with West Code Consultants for Plan Review Services (Paul Anthony & Kelly Sluder)

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

- A. Communications & Strategic Initiatives
 - 1. WAM Resolutions, Travel Authorization, and Voting Delegate (Susan Scarlata)
- B. Internal Services
 - 1. Application for New Restaurant Liquor License at 140 N. Cache St. Suite B (Lynsey Lenamond)
- C. Planning & Building
 - 1. Development Plan at 380 S. Highway 89 (P23-226) (Tyler Valentine)
 - 2. 105 Mercill Ave. Units 101-103 Conditional Use Permit (P24-006) (Katelyn Page)
 - 3. 210-230 N. Glenwood Sketch (P24-018) (Katelyn Page) - *This item will be continued to 5/6.*
- D. Public Works
 - 1. Development Agreement at 1080 South Park Loop Rd. (E23-0012) (Brian Lenz)

VI. RESOLUTIONS

- A. Resolutions 24-04, 24-05 & 24-06: Public Art, Gifts, and Monuments (Lea Colasuonno)
 - 1. Resolution 24-04: Public Art Guidelines
 - 2. Resolution 24-05: Gift Policy
 - 3. Resolution 24-06: Monument Policy

VII. ORDINANCES

- A. Ordinance P: Neighborhood High Density-1 (NH-1) Text Amendment (Third Reading, to be designated Ordinance 1370)
- B. Ordinance Q: An Ordinance Regarding Compensation for Mayor and Council (Third Reading, to be designated Ordinance 1371)
- C. Ordinance R: Westbank Sanitation Franchise Renewal (First Reading)

VIII. MATTERS FROM MAYOR AND COUNCIL

- A. Early Learning Nation Policy Fellowship (Mayor Morton Levinson)

IX. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

X. ADJOURN

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.

Ish Jimenez – Associate Engineer

Ish was born and raised in Jackson. His previous occupation was in construction, where he worked in project management and engineering. Ish graduated from the University of Wyoming with a bachelor's degree in engineering and applied science, with a concentration in Construction Management.

Ish looks forward to building the town together!

NATIONAL ASSOCIATION FOR THE EDUCATION OF YOUNG CHILDREN

WEEK OF THE YOUNG CHILD

WHEREAS, the first years of a child’s life are the period of the most rapid brain development and lay the foundation for all future learning; and

WHEREAS, 34% of Wyoming’s families live in childcare deserts, meaning they have either no childcare providers or they have more than 3x as many children under age 5 than licensed childcare slots; and

WHEREAS, 67% of childcare centers in Wyoming are experiencing staffing shortages, resulting in 45% of them serving fewer children; and

WHEREAS, from 2017 to 2021, Teton County saw a drop of 17% in available childcare facilities, but a 7% rise in the number of children needing childcare; and

WHEREAS, only 13 of Wyoming’s 610 licensed providers offer weekend care, providing few options for parents working nontraditional hours; and

WHEREAS, young children need skilled, educated, competent, consistent, and compensated early childhood educators; and

WHEREAS, early childhood educators need the ability to earn a family–sustaining wage that is commensurate with the required education and skills they bring to the complex and valuable work they do; and

WHEREAS, the purpose of the Week of the Young Child is to recognize that healthy development and education of all children is the responsibility of all of us, and to recommit ourselves to ensuring that each and every child experiences the type of early environment – at home, at child care, at school, and in the community – that will promote their early development; and

WHEREAS, the Town of Jackson takes pride in our responsibility to protect and enhance the health, welfare and safety of residents in cost effective ways, especially for working families with young children in our area.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, do hereby pledge the Town Council’s support and advocacy for supporting prenatal-to-three and early childhood education efforts that promote a healthy start at birth, support for families with infants and toddlers and high-quality care and learning environments through pre-K and further pledge that the Town of Jackson will:

- Support the efforts of Teton County, Systems of Education and other organizations in making Teton County an Early Learning Community; and
- Support the leveraging of local, state and federal investments and exploration of innovative funding strategies and revenue streams to support early childhood programming; and
- Promote prenatal-to-pre-K policies, best practices and cross coordination to improve child and family outcomes as well as service delivery and efficacy in government through streamlined processes; and

FURTHER, the Jackson Town Council does hereby declare its dedication for every young child to have access to safe, healthy, quality environments with passionate, educated, skilled, well compensated and dedicated teachers.

THEREFORE, I, Mayor Hailey Morton Levinson declare **April 6-12, 2024**, the **Week of the Young Child** in honor of all those committed to enhancing the lives of young children and their families and encourage all citizens to work to make an investment in early childhood education in our community.

DATED THIS 15th DAY OF April 2024.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

2024 SPRING CLEAN UP and BURN WEEK

WHEREAS, we are all caretakers of our community and continually strive to make Jackson Hole a great place to live, work and play; and

WHEREAS, this valley is rich with opportunities for improving our scenic beauty and at the same time attending to our sustainability 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, we are fortunate to able to take advantage of sustainability programs including food scrap and composting programs, green energy alternatives, and waste reduction and recycling initiatives; and

WHEREAS, we can all work together to preserve the earth’s beauty and resources; and

WHEREAS, the Jackson Hole Community Spring Clean-Up has been an annual tradition since 1969; and

WHEREAS, on **May 11th** community volunteers will help to clean up the town; and,

WHEREAS, Teton County Integrated Solid Waste and Recycling also participates in Spring Clean Up by encouraging town residents to compost their yard waste and by providing citizens free compostable yard waste bags to do so; and,

WHEREAS, compostable bags will be available at Town Hall, ISWR, and Public Works starting **April 19th**.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson do hereby proclaim **Community Spring Clean-Up Week** to be **Monday, May 6th through Saturday, May 11th**; and

FURTHER, I declare **Spring Clean Up Volunteer Day** as **May 11th** and encourage all citizens to participate in this important rite of spring here in Jackson Hole, which is sponsored by the Rotary Club who graciously organizes volunteers to clean up our community, and;

FURTHER, I declare that Town of Jackson Public Works will provide free yard waste drop off at the Teton County Fairgrounds on **Friday, May 10th only**, to remove residential yard waste between 9am and 6pm. ISWR will also provide finished bags of compost on this day on a first come, first served basis. Residents wishing to participate are urged to follow composting guidelines by only using the paper yard waste bags or reusable cans or bins, as plastic bags will not be accepted; and

FURTHER, I declare **Spring Burn Week** to be **Saturday, May 4th through Sunday, May 12th** and remind any residents wishing to participate in burn week, that before you strike that match, to call the Jackson Hole Law Enforcement Agency at 733-2331 first and to direct questions to the Jackson Fire/EMS.

DATED THIS 15TH DAY of APRIL 2024.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

CHILD ABUSE AWARENESS AND PREVENTION MONTH

Recognizing April 2024 as Child Abuse Awareness and Prevention Month

WHEREAS, children are our future. No child should suffer abuse and neglect; and

WHEREAS, victims of child abuse and neglect are known to be at higher risk for experiencing post-traumatic stress disorder, depression, low academic achievement, drug use, juvenile delinquency, teenage pregnancy, and adult criminality; every child is precious and deserves to grow up in a healthy, safe, nurturing environment free from the harmful effects of abuse and neglect; and

WHEREAS, an estimated 1,000 children in Wyoming are victims of abuse and neglect each year; and

WHEREAS, effective child abuse intervention and community prevention programs succeed because of partnerships created among community members, social services, law enforcement agencies, schools, churches, businesses, and civic organizations; and

WHEREAS, each April, Child Advocacy Centers of Wyoming, The Children's Trust Fund Board, Prevent Child Abuse Wyoming, Wyoming Citizen Review Panel, The Wyoming Department of Family Services, The Wyoming Office of Attorney General – Division of Victim Services, the Wyoming GAL Program, the Town of Jackson, Wyoming and other partners join together in an effort to prevent abuse and neglect through outreach, education and intervention.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, do hereby proclaim April 2024 as Child Abuse Awareness and Prevention Month and call upon all citizens, community agencies, medical facilities and elected leaders to increase their participation in efforts to support families, thereby preventing child abuse and strengthening the community in which we live.

DATED THIS 15th DAY of APRIL 2024.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

NATIONAL TENNIS MONTH
Recognizing May 2024 as National Tennis Month

WHEREAS, on May 21, 1881, the USTA, originally known as the United States National Lawn Tennis Association, was founded in New York City, New York, to create rules and standards for the emerging game of lawn tennis; and

WHEREAS, the USTA is the nonprofit, national governing body for tennis in the United States, and leads the promotion and growth of the sport at every level of play, from beginners to professionals at the US Open; and

WHEREAS, the USTA proudly partners with local tennis programs to showcase the important health, social, and educational benefits of tennis, and make the sport available to everyone, regardless of age, environment, condition, or ability, through its USTA National Junior Tennis & Learning Programs and Adaptive Tennis grants; and

WHEREAS, the latest research by the Physical Activity Council shows that more than 23.6 million Americans played tennis in 2022, an unprecedented 33% increase in participation over 2019; and

WHEREAS, the Teton County Community Tennis Association was founded in 2021 with a mission to promote, develop and ensure the sport of tennis is available and accessible to all in the Jackson community; and

WHEREAS, tennis imparts characteristics such as hard work, perseverance, sportsmanship, determination, grit, positive thinking, problem solving, teamwork and social skills to players in our community; and

WHEREAS, by increasing the accessibility of tennis for citizens of Jackson of all ages and ability, the USTA and the Teton County Community Tennis Association have contributed to making our community happier and healthier; and

WHEREAS, the USTA has declared the month of May as National Tennis Month to encourage players, organizations, providers, facilities, retailers, parks & rec and schools to promote and showcase tennis and spread the word about the sport & its benefits, and to help players and non-players alike find courts and play opportunities in their communities.

NOW, THEREFORE, BE IT RESOLVED that I, Hailey Morton Levinson, Mayor of the Town of Jackson, proclaim May as National Tennis Month and hereby urge the citizens of Jackson to become aware of and involved in Tennis Month activities this May of 2024 and pursue further tennis opportunities throughout the year.

DATED THIS 15th DAY OF APRIL 2024.

Town of Jackson

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk



SUPPORTED BY



pARTners
Recognizing May 2024 as pARTners 30th Anniversary Month

WHEREAS, in May 2024 pARTners is celebrating 30 years of designing, planning and implementing art education programming in public and private schools throughout Teton County; and

WHEREAS, arts integration, dance, drama, and visual art are shown to develop critical thinking skills at all age levels – from early childhood through adulthood; and

WHEREAS, the arts in students’ lives have shown to improve student achievement and engagement in school, and provide new avenues for understanding and self-expression; and

WHEREAS, pARTners serves thousands of students in grades K-12 in Teton County every year, with the mission to align arts education across all academic disciplines to enhance students’ creative and innovative thinking; and

WHEREAS, pARTners provides grant funding to both individual teacher projects and to whole grade levels to bring arts-based learning to local schools; and

WHEREAS, pARTners introduces local artists into Teton County classrooms, sharing their knowledge and guiding students through the creative process, and helping students learn first-hand from highly trained and successful artists; and

WHEREAS, pARTners collaborates with several community organizations to share costs and bring new and innovative ideas to classrooms.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, do hereby proclaim May 2024 as pARTners 30th anniversary celebration month and encourage all citizens of Jackson to support its mission to ignite creative thinking and self-expression in students in Teton County.

DATED THIS 15th DAY OF APRIL 2024.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk



OFFICIAL PROCLAMATION

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the City of Jackson, do hereby proclaim April 26, 2024 as **ARBOR DAY** In the City of Jackson, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 15th day of April, 2024

Mayor Hailey Morton Levinson

Team Wyoming Boys 18U Hockey Team National Champions

WHEREAS, in 1938 the Amateur Hockey Association of the United States crowned its first national champion; and

WHEREAS, in 1940 USA Hockey's first underage national championship, for players under the age of 20, was won by the Boston 97 Club; and

WHEREAS, in the years since then, thousands of players have taken to the ice to compete for one of amateur hockey's highest honors: a USA Hockey national championship; and

WHEREAS, on April 3-7 the 2024 Chipotle-USA Hockey Youth Tier II 18U National Championships took place in Delmont, Pennsylvania; and

WHEREAS, four members of the Jackson U18 Moose team, who are Tommy Caruso, Nick Korpi, Holden Leosh, and Mason Romaine, represented this great state of Wyoming; and

WHEREAS, Team Wyoming had a perfect 5-0 tournament; and

WHEREAS, on Sunday, April 7th, Team Wyoming had a decisive 4-0 shutout victory over the Idaho Junior Steelheads to clinch the championship.

NOW, THEREFORE, BE IT RESOLVED that I, Hailey Morton Levinson, Mayor of the Town of Jackson, do hereby recognize Team Wyoming as 2024 National Champions and congratulate them on their hard work and team spirit.

DATED THIS 15th DAY OF April 2024.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST: _____
Riley Taylor, Town Clerk

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

MARCH 18, 2024

JACKSON, WYOMING

The Jackson Town Council met in regular workshop session 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 Hailey Morton Levinson, Arne Jorgensen, Jim Rooks and Jessica Sell Chambers. *Via Zoom*: Jonathan Schechter.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Floren Poliseo, Paul Anthony, Michelle Weber, Tony Matthews, Jerrad Weston, Susan Scarlata, and Riley Taylor.

Setting FY25 Draft Revenue Projections and Reserve. Tyler Sinclair, Kelly Thompson, and Roxanne Robinson made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to approve 3% sales and 3% lodging tax projection for development of the draft FY25 Budget. A friendly amendment was made by Jessica Sell Chambers and approved by Arne Jorgensen to reduce lodging tax projection to 2.5%. 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 Jessica Sell Chambers to maintain the current General Fund reserve policy. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Admonishment and Censure. Lea Colasuonno made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to adopt the updated Council Rules and Procedures as presented, including revisions to potential repercussion #7 as discussed and the change from super majority to simple majority. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Consideration of a Request for Proposals for Parking Management Equipment and Software. Michelle Weber, Charlotte Frei, Tyler Sinclair, Tony Matthews, and Jerrad Weston made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Arne Jorgensen and seconded by Jim Rooks to direct staff to develop a Request for Proposals (RFP) to procure parking management equipment and software and release the RFP via the Town of Jackson procurement process. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Potential Initiative (PI) List Review. There was no discussion. This item was continued.

Council recessed at 4:00pm and reconvened at 4:07pm.

Matters from Mayor and Council. There was no discussion.

Council Priorities and Upcoming Agendas. There was no discussion.

Adjourn to Executive Session. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to adjourn to executive session to consider, discuss and conduct safety and security planning that, if disclosed, would pose a threat to the safety of life or property pursuant to W.S. 16-4-405(a)(xii). Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned 4:37 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: March 27, 2024

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

MARCH 18, 2024

JACKSON, WYOMING

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

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

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Johnny Ziem, Floren Poliseo, Brian Lenz, Michelle Weber, Paul Anthony, Katelyn Page, Tanya Anderson, Susan Scarlata, and Riley Taylor.

The Pledge of Allegiance was led by Mayor Morton Levinson. The Land Acknowledgement was read by Mayor Morton Levinson. Mayor Morton Levinson proclaimed March 12, 2024 as National Service Recognition Day.

Public Comment. Brock Walters with Silver Star Communications made public comment.

Consent Calendar. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to approve the consent calendar including items A-E as presented with the following motions:

- A. **Meeting Minutes.** To approve meeting minutes from the March 4, 2024 Regular Town Council Meeting.
- B. **Disbursements.** To approve the disbursements as presented. 842-NCPERS GROUP WYOMING \$96.00; ACE HARDWARE \$6,297.98; ADVANCED NETWORK MANAGEMENT, INC. \$39,039.81; AFLAC \$2,399.87; ALPHAGRAPHICS \$1,314.06; ALTERNATIVE ENERGY SYSTEMS CONSULTING \$50,250.00; AMAZON \$8,244.53; ANDERS GLASS AND TINT \$420.00; AT&T \$1,392.58; BESTDRIVE IDAHO FALLS \$15,480.96; BOLAND, ANITA \$2,200.00; BUCHANAN, ALEXANDER \$740.00; BURKHOLDER, SHAWN \$1,942.50; CARQUEST AUTO PARTS INC. \$33.18; CASELLE INC. \$2,097.00; CASH \$178.25; CENTURYLINK \$186.52; CHAMBERS, JESSICA \$1,850.00; CHARLIE'S PLUMBING OF JH \$325.00; CITY OF DRIGGS \$2,641.80; COMMUNITY SAFETY NETWORK \$17,500.00; CONRAD & BISCHOFF INC. \$32,307.08; CONTROL SYSTEM TECHNOLOGY, INC. \$2,835.00; CORE & MAIN LP \$22,055.00; CUES \$225.17; DAY WIRELESS SYSTEMS \$7,000.00; DEAN'S PEST CONTROL LLC \$270.00; DELL \$11,470.86; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$900.00; E.R. OFFICE EXPRESS \$656.03; ENERGY CONSERVATION WORKS \$17,500.00; ENERGY LABORATORIES INC. \$1,704.00; ENNIS-FLINT, INC \$681.98; ETNA TRADE PARK LLC \$4,062.00; EVERGREEN PSYCHIATRY, LLC \$164.00; FALL RIVER PROPANE \$1,455.40; FALL RIVER RURAL ELECTIC \$78.82; FERGUSON ENTERPRISES, INC \$333.71; FLOWPOINT ENVIRNMENTAL SYSTEMS \$1,095.00; FREEDOM MAILING SERVICE INC. \$1,806.08; GILLIG LLC \$38.32; GREENLEAF, DAWSON \$350.00; GYM OUTFITTERS INC \$7,493.00; H & R ENTERPRISES, LLC \$1,138.20; HACH CHEMICAL CO. \$6,382.10; HARRINGTON, RAY \$350.00; HIGH COUNTRY LINEN \$1,538.35; HOLE FOOD RESCUE \$6,250.00; IDAHO CHILD SUPPORT RECEIPTING \$564.20; IDAHO STATE TAX COMMISSION \$5,048.00; INTERSTATE BATTERY \$291.90; IVY OUTDOOR SERVICES LLC \$6,525.00; JACKSON CURBSIDE INC. \$2,150.00; JACKSON GROUP LOCKBOX \$1,993.69; JACKSON HOLE CHAMBER \$500.00; JACKSON HOLE CHILDRENS MUSEUM \$5,000.00; JACKSON HOLE HISTORICAL SOCIET \$12,500.00; JACKSON HOLE LAW, PC \$3,505.00; JACKSON HOLE NEWS & GUIDE \$2,423.40; JACKSON LUMBER INC \$36.75; JORGENSEN ASSOCIATES, PC \$36,061.25; KENWORTH SALES COMPANY DEPT #1 \$689.60; LARAMIE COUNTY SHERIFF'S OFFICE \$108.72; LOCAL GOV'T LIABILITY POOL \$516.05; LOWER VALLEY ENERGY INC \$50,512.55; MACEDA, VERONICA \$2,392.21; MARKEE ESCROW SERVICES, INC \$52,552.08; MARKMAN, JASON \$1,995.00; MCCLURE, ANN \$78.68; MEAD & HUNT \$4,748.75; MENTAL HEALTH & RECOVERY SERVICES \$45,257.62; MSC INDUSTRIAL SUPPLY CO \$188.43; MUNGER MOUNTAIN SNOW REMOVAL \$800.00; NAPA AUTO PARTS INC. \$1,383.28; NELSON ENGINEERING \$2,052.50; ONE CALL OF WYOMING \$21.75; PEAK WATER SERVICES, LLC \$15,040.01; PORT53 TECHNOLOGIES, INC \$4,590.00; PREMIER TRUCK- SALT LAKE CITY \$3,965.34; RON TURLY ASSOCIATES INC \$47,069.00; RON'S TOWING LLC \$600.00; ROOKS, JAMES \$1,030.74; ROTARY CLUB OF JACKSON HOLE \$65.00; SCARLATA, SUSAN \$577.20; SCHWARTZ, ANDY \$4,167.00; SHERVIN'S INDEPENDENT OIL \$126.75; SHERWIN-WILLIAMS CO. \$26.49; SILVER DOLLAR INC \$100.00; SILVERSTAR \$3,566.23; SINCLAIR, TYLER \$617.74; SLUDER, KELLY \$625.09; SNAKE RIVER MEP COMPLETE, INC \$915.00; SNAKE RIVER ROASTING \$227.80; SPRING CREEK ANIMAL HOSPITAL \$252.19; SPSC POA - SOUTH PARK SERVICES CTR POA \$303.82; STONE, KIRK \$2,940.00; STOUT,

RICHARD D. \$200.00; TEAM LABORATORY CHEMICAL CORP \$1,180.00; TETON COUNTY CLERK \$800,822.59; TETON COUNTY PUBLIC WORKS \$55,518.36; TETON COUNTY SHERIFF'S-JAIL \$576.00; TETON COUNTY-FUND 10 \$83,946.57; TETON COUNTY-FUND 19 \$143,537.62; TETON LITERACY CENTER \$6,700.00; TETON MOTORS INC \$1,922.51; TETON TRASH REMOVAL, INC. \$103.00; THE CONNOR E FIELD TRUST \$2,575.00; T-MOBILE \$6.31; UNITED EDUCATION INSTITUTE \$1,784.00; US HOMES LLC \$1,560.00; VALLEY OFFICE SYSTEMS \$609.82; VIRGINIAN VILLAGE CONDO HOA \$1,080.00; VISA \$28,310.14; WESTBANK SANITATION \$102.20; WESTERN STATE \$2,658.91; WESTWOOD CURTIS -\$82,473.53; WHEELER TANK TESTING, INC. \$2,690.00; WHITE GLOVE CLEANING, INC. \$2,502.49; WILMA D SORSBY TRUST \$3,150.00; WILSON, JOHN \$2,200.00; WY CHILD SUPPORT ENFORCEMENT \$69.22; WY WORKERS' SAFETY & COMP \$21,530.99; WYOMING DEPARTMENT OF ENVIRONMENTAL QUAL \$900.00; WYOMING FIRST AID & SAFETY \$226.01; WYOMING LAW ENFORCEMENT \$75.00; WYOMING RETIREMENT SYSTEM \$169,319.28; WYOMING.COM INC \$5.00; Y2 CONSULTANTS, LLC \$2,062.50; YELLOW IRON EXCAVATION, LLC \$700.00; YEVDOKIMOV, ANDREY \$1,260.00

C. **February Municipal Court Report.** To accept the February Municipal Court Report into record.

D. **Teton County Search and Rescue Sewer Connection Request (E24-0012).** To:

1. Approve the TCSAR's request for water supply services subject to the conditions of approval set forth in this staff report;
2. Approve the TCSAR's request for wastewater collection and treatment services subject to the conditions of approval set forth in this staff report,
3. Direct staff to draft appropriate Connection and Use Agreements,
4. Present the Agreements to Council for consideration at a future Council Meeting, and
5. Waive the application, permit, and processing fees for this application in accordance with the 1998 Cooperative Agreement for Payment of Fees for Publicly Sponsored or Co-Sponsored Projects between the Town of Jackson and Teton County.

E. **Wyoming Game and Fish Department Housing Sewer Services and CUA (E24-001).** To:

- A. Approve the Wyoming Game and Fish Department's request for sewer collection and treatment services subject to the conditions of approval set forth in this staff report; and
- B. Approve the Connection and Use Agreement and authorize the Mayor to execute the Agreement as approved by the Town Engineer and Town Attorney; and,
- C. Waive the application, permit, and processing fees for this application.

F. **Westbank Sanitation Franchise Renewal Request.** To direct staff to work with Westbank Sanitation to place an updated waste hauling franchise ordinance with Westbank Sanitation on the agenda for first reading at the April 15, 2024 regular Town Council meeting.

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.

Request for Approval of the Annual Art Plan FY24 (PM24-001). Katelyn Page made staff comment. Council held discussion with staff. Carrie Geraci made public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve PM24-001 for the FY2024 Annual Art Plan as presented by staff in this staff report dated March 18, 2024, and direct staff to complete a budget amendment to allocated funds as presented. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Amendment to Karns Meadow Conservation Easement. Tanya Anderson and Lea Colasuonno made staff comment. Council held discussion with staff. Kevin Krasnow made public comment. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to direct staff to work with the Jackson Hole Land Trust to amend the 2008 restrictive covenant affecting Tract 5 of Karns Meadow to prohibit the development of a multi-story parking structure, and to amend the conservation easement encumbering Tract 6 of Karns Meadow to allow for the incorporation of the Mercer Cabin into the park plan. Jessica Sell Chambers and Arne Jorgensen amended the motion to add an amendment to the restrictive covenant affecting Tract 5 of Karns Meadow to also allow for the incorporation of the Mercer Cabin. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Extension of the Teton County Fairgrounds Lease Agreement. Roxanne Robinson and Lea Colasuonno made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to direct staff to reach out to Teton County regarding a longer term Teton County Fairgrounds Lease Agreement with a term offer of 50 years and bring a revised and updated agreement back to Council for consideration. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Resolution 24-03: Equity Task Force. Susan Scarlata made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to adopt the attached Resolution Establishing an Equity Task Force with edits and revisions discussed and provided in today’s meeting and any minor changes by staff. A friendly amendment was made by Mayor Morton Levinson and accepted by Jim Rooks and Jessica Sell Chambers to also consider changing the name of the Task Force. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to direct staff to organize an improved, anonymized application process with checks for internal biases for the Equity Task Force and to include two Task Force members who are rolling off to help assess applicants, if possible. A friendly amendment was made and accepted to make it a two-step, improved, anonymized application process. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

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

Ordinance P. An Ordinance Amending the Land Development Regulations Regarding Neighborhood High Density-1 (NH-1).

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1197 (PART), 1217, 1313, 1316, AND 1343, SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTION 2.2.9.A AND 2.2.9.E OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING NEIGHBORHOOD HIGH DENSITY-1 (NH-1) AND PROVIDING FOR AN EFFECTIVE DATE.

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

There was no discussion. Ordinance P was continued to the April 15, 2024 Town Council meeting.

Ordinance Q. An Ordinance Regarding Compensation for Mayor and Council.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1315, 1252, 787, 717, 326, AND 226 AND SECTIONS 1-3 OF TOWN OF JACKSON ORDINANCE NO. 1 AND SECTION 2.08.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING COMPENSATION FOR MAYOR AND COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

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

There was no public comment. A motion was made by Arne Jorgensen and seconded by Mayor Morton Levinson to approve Ordinance Q on second reading as presented. Mayor Morton Levinson called for the vote. The vote showed 3-1 with Mayor Morton Levinson, Arne Jorgensen, and Jim Rooks in favor and Jessica Sell Chambers opposed. The motion carried.

Matters from Mayor and Council. Council discussed HB0125, an act relating to concealed weapons and repealing gun safe zones. A motion was made by Jim Rooks and seconded by Arne Jorgensen to direct staff to write a letter to Governor Gordon supporting a veto of House Bill 0125. Mayor Morton Levinson called for the vote. The vote shows all in favor. The motion carried.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on the FY25 Budget meeting schedule, funding request from the Snake River Headwaters Watershed Group, temporary sign permits, and DOE Solve-It Prize Letter of Support. A motion was

made by Jessica Sell Chambers and seconded by Arne Jorgensen 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 Jessica Sell Chambers and seconded by Arne Jorgensen to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 8:31 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: March 27, 2024

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
6350	4IMPRINT	12280308	ROUND AQUA PEARLS HOT CO	03/13/2024	258.83	258.83	04/08/2024
6350	4IMPRINT	12280308	ROUND AQUA PEARLS HOT CO	03/13/2024	396.73	396.73	04/08/2024
Total 6350:					655.56	655.56	
328	842-NCPERS GROUP WYOMIN	842042024	PAYROLL DEDUCTIONS	03/01/2024	96.00	96.00	03/27/2024
Total 328:					96.00	96.00	
425	ACE EQUIPMENT & SUPPLY	860310	PREM COW PALM WORK	03/12/2024	11.49	11.49	04/08/2024
Total 425:					11.49	11.49	
51	ACE HARDWARE	859002	BROOM CORN AND LIBMAN AN	02/26/2024	34.98	34.98	04/08/2024
51	ACE HARDWARE	859024	SHOVEL CREDIT	02/26/2024	34.99	34.99	04/08/2024
51	ACE HARDWARE	859025	DOOR BELLS BAR WREACK	02/26/2024	163.91	163.91	04/08/2024
51	ACE HARDWARE	859259	DRAIN OPENER AND DOWEL R	02/28/2024	19.48	19.48	04/08/2024
51	ACE HARDWARE	859389	BATT OP SMK ALARM	02/29/2024	33.98	33.98	04/08/2024
51	ACE HARDWARE	859485	METAL CUTOFF	03/01/2024	14.97	14.97	04/08/2024
51	ACE HARDWARE	859497	TOGGLE SWITCH	03/01/2024	7.56	7.56	04/08/2024
51	ACE HARDWARE	860019	BLADE	03/08/2024	9.98	9.98	04/08/2024
51	ACE HARDWARE	860146	TOGGLE SWITCH	03/11/2024	2.49	2.49	04/08/2024
51	ACE HARDWARE	860356	map pro gas	03/13/2024	33.98	33.98	04/08/2024
51	ACE HARDWARE	860702	KNOCKOUT BUSHING	03/16/2024	7.47	7.47	04/08/2024
51	ACE HARDWARE	861126	ADLER	03/21/2024	159.99	159.99	04/08/2024
51	ACE HARDWARE	861223	TUBE COPPER	03/22/2024	13.49	13.49	04/08/2024
51	ACE HARDWARE	861457	TAPE	03/25/2024	14.99	14.99	04/08/2024
51	ACE HARDWARE	861739	CLEANING SUPPLIES	03/27/2024	34.97	34.97	04/08/2024
51	ACE HARDWARE	861797	BATTERY	03/28/2024	13.99	13.99	04/08/2024
51	ACE HARDWARE	862465	PIPE INSULATION	04/05/2024	64.90	64.90	04/08/2024
Total 51:					596.14	596.14	
6861	ADVANCED NETWORK MANAG	BD0064394	VOICE GATEWAY	03/25/2024	4,402.40	4,402.40	04/08/2024
Total 6861:					4,402.40	4,402.40	
4730	ADVANCED PUMP & EQUIPMEN	INVAPE14285	BACKUP HOMA PUMP SPRING	03/26/2024	18,798.50	18,798.50	04/08/2024
Total 4730:					18,798.50	18,798.50	
2269	AFLAC	464465	ACCOUNT #y9599	03/25/2024	2,399.87	2,399.87	03/27/2024
Total 2269:					2,399.87	2,399.87	
6524	ALPHAGRAPHS	JW-366788	SPANISH VERSION	02/16/2024	776.87	776.87	04/08/2024
6524	ALPHAGRAPHS	JW-369371	START BUS WIDE FORMAT	03/01/2024	392.01	392.01	04/08/2024
6524	ALPHAGRAPHS	JX-363691	ICE ARENA SIGN	03/19/2024	214.61	214.61	04/08/2024
6524	ALPHAGRAPHS	JX-370618	START SIGNAGE	03/21/2024	285.81	285.81	04/08/2024
Total 6524:					1,669.30	1,669.30	
5726	AMAZON	113-7402025-5	NUTRISOURCE PUREVITA GRAI	02/16/2024	97.99	97.99	04/08/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5726	AMAZON	11NK-9NWT-6	BOUNTY QUICK SIZE PAPER T	03/27/2024	109.99	109.99	04/08/2024
5726	AMAZON	13H9-CYWH-T	PUR FILTER	03/22/2024	32.00	32.00	04/08/2024
5726	AMAZON	16MW-FTRY-C	COPY PAPER	03/28/2024	49.49	49.49	04/08/2024
5726	AMAZON	16MW-LN6N-L	ANIMAL SHELTER SUPPLIES	02/18/2024	254.74	254.74	04/08/2024
5726	AMAZON	16RV-D9PT-FH	PHONE CASE	03/06/2024	11.69	11.69	04/08/2024
5726	AMAZON	199X-43F9-7X	DISTILLED WATER	01/09/2024	4.76	4.76	04/08/2024
5726	AMAZON	1G17-3NDQ-6	SIDEALK CHALK HOLDERS RAI	03/19/2024	451.92	451.92	04/08/2024
5726	AMAZON	1G1Y-R3VW-D	MADISI GOLD PENCILS	03/14/2024	9.98	9.98	04/08/2024
5726	AMAZON	1GDM-QVGF-	CREDIT	03/08/2024	9.98-	9.98-	04/08/2024
5726	AMAZON	1JGL-FTQ6-47	MINI TECH ASSOC POUCH WAT	03/12/2024	189.68	189.68	04/08/2024
5726	AMAZON	1NJF-J4XQ-3J	CABLES	01/08/2024	319.96	319.96	04/08/2024
5726	AMAZON	1PNH-D3GH-N	FILE FOLDERS	03/16/2024	6.60	6.60	04/08/2024
5726	AMAZON	1WYM-7R7J-C	FILE CABINET	03/28/2024	699.00	699.00	04/08/2024
5726	AMAZON	1XNK-LNNM-G	BOOKSHELF	03/28/2024	252.00	252.00	04/08/2024
5726	AMAZON	1YFG-F79G-37	shimoda accessory case	03/25/2024	28.33-	28.33-	04/08/2024
Total 5726:					2,451.49	2,451.49	
7221	ANDERS GLASS AND TINT	1186	2006 CHEVY EXPRESS VAN WI	03/03/2024	400.00	400.00	04/08/2024
7221	ANDERS GLASS AND TINT	1204	WINDSHIELD	03/27/2024	420.00	420.00	04/08/2024
Total 7221:					820.00	820.00	
7027	ARISTORENAS, MARIA	032424	EQUITY TASK FORCE	03/24/2024	450.00	450.00	04/08/2024
Total 7027:					450.00	450.00	
1783	AT&T	287259163099	charges for account 25725916309	03/08/2024	1,094.91	1,094.91	04/08/2024
1783	AT&T	287272169264	ACCOUNT #287272169264	03/20/2024	43.23	43.23	04/08/2024
1783	AT&T	28727975460X	ACCOUNT #287279795460	03/19/2024	251.88	251.88	04/08/2024
Total 1783:					1,390.02	1,390.02	
7028	BADILLO, MARCELA	032024	EQUITY TASK FORCE	03/20/2024	450.00	450.00	04/08/2024
Total 7028:					450.00	450.00	
7033	BERGMAN, PIERRE	032024	EQUITY TASK FORCE	03/20/2024	450.00	450.00	04/08/2024
Total 7033:					450.00	450.00	
4920	BEST BEST & KRIEGER	990329	silverstar	02/29/2024	412.50	412.50	04/08/2024
4920	BEST BEST & KRIEGER	990330	franchsie renewal	02/29/2024	2,494.00	2,494.00	04/08/2024
Total 4920:					2,906.50	2,906.50	
3500	BISON LUMBER	2404-839097	2X6 MATERIAL	04/02/2024	64.44	64.44	04/08/2024
Total 3500:					64.44	64.44	
1560	BLUE SPRUCE CLEANERS,INC	030124	CLEANING	03/01/2024	352.34	352.34	04/08/2024
1560	BLUE SPRUCE CLEANERS,INC	040124	DRY CLEANING PD	04/01/2024	138.71	138.71	04/08/2024
Total 1560:					491.05	491.05	
7394	BOLAND, ANITA	040124	350 NORTH MILLWARD RENT	04/01/2024	2,200.00	2,200.00	04/08/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7394:					2,200.00	2,200.00	
6727	BRIGGS, ERIC L	27582	REDLITHIUM AND IMPAC	03/14/2024	303.76	303.76	04/08/2024
6727	BRIGGS, ERIC L	27584	AD 5-13 GREEN WELDING HEL	03/14/2024	449.96	449.96	04/08/2024
6727	BRIGGS, ERIC L	27730	SCUFF GAURD	03/21/2024	259.95	259.95	04/08/2024
Total 6727:					1,013.67	1,013.67	
7429	BULL, LYNNETTE GREY	125	RIGHTS OF NATURE	03/25/2024	900.00	900.00	04/08/2024
Total 7429:					900.00	900.00	
7077	BURKHOLDER, SHAWN	050124	130 EAST KELLY MAY RENT	05/01/2024	1,942.50	1,942.50	04/08/2024
Total 7077:					1,942.50	1,942.50	
7345	CAMP ON INC	041024	RENT DEC - APRIL	04/10/2024	32,400.00	.00	
Total 7345:					32,400.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-644718	SPA SHACKLE	03/06/2024	127.48	127.48	04/08/2024
5	CARQUEST AUTO PARTS INC.	6090-644719	DASH MOUNT	03/06/2024	42.74	42.74	04/08/2024
Total 5:					170.22	170.22	
544	CENTURYLINK	P3071115050 2	307-111-5050 246m	03/07/2024	2,182.47	2,182.47	04/08/2024
Total 544:					2,182.47	2,182.47	
5322	CHARGEPOINT, INC	IN252244	CORD	03/04/2024	470.00	470.00	04/08/2024
Total 5322:					470.00	470.00	
7089	CHARLIE'S PLUMBING OF JH	11583	CLOGGED URINAL	03/11/2024	412.00	412.00	04/08/2024
7089	CHARLIE'S PLUMBING OF JH	11612	CLOGGED SEWER	03/21/2024	1,983.00	1,983.00	04/08/2024
Total 7089:					2,395.00	2,395.00	
5967	CITY OF DRIGGS	BBSTART2024	BUS BARN RENT	03/28/2024	2,573.59	2,573.59	04/08/2024
Total 5967:					2,573.59	2,573.59	
6114	CLIMB WYOMING	033124	3RD QUARTER	03/31/2024	1,531.25	1,531.25	04/08/2024
Total 6114:					1,531.25	1,531.25	
260	COMMUNITY SAFETY NETWORK	040324	FY23-24	04/03/2024	17,500.00	17,500.00	04/08/2024
Total 260:					17,500.00	17,500.00	
514	CONRAD & BISCHOFF INC.	IN-92579-24	DSL FUEL	03/29/2024	30,522.74	30,522.74	04/08/2024
514	CONRAD & BISCHOFF INC.	IN-949428-24	RIDGELINE DEF BULK	03/01/2024	652.08	652.08	04/08/2024
514	CONRAD & BISCHOFF INC.	IN-960246-24	DSL AND GAS	03/07/2024	29,333.15	29,333.15	04/08/2024
514	CONRAD & BISCHOFF INC.	IN-969372-24	RIDGELINE DEF BULK	03/14/2024	619.74	619.74	04/08/2024
514	CONRAD & BISCHOFF INC.	IN-969378-24	RIDGELINE DEF BULK	03/14/2024	665.94	665.94	04/08/2024
514	CONRAD & BISCHOFF INC.	IN-972090-24	FUEL	03/18/2024	29,907.52	29,907.52	04/08/2024
514	CONRAD & BISCHOFF INC.	IN-991430-24	DEF BULK	03/29/2024	656.70	656.70	04/08/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 514:					92,357.87	92,357.87	
4887	CONTROL SYSTEM TECHNOLO	11124	WATER SCADA	02/26/2024	225.00	225.00	04/08/2024
4887	CONTROL SYSTEM TECHNOLO	11148	WWTP	03/11/2024	300.00	300.00	04/08/2024
4887	CONTROL SYSTEM TECHNOLO	11169	WWTP COLLECTIONS	03/25/2024	8,235.00	8,235.00	04/08/2024
4887	CONTROL SYSTEM TECHNOLO	11170	WWTP	03/25/2024	3,000.00	3,000.00	04/08/2024
4887	CONTROL SYSTEM TECHNOLO	11172	WWTP	03/25/2024	7,416.50	7,416.50	04/08/2024
4887	CONTROL SYSTEM TECHNOLO	11179	CONTROL HARDWARE	04/01/2024	1,495.00	1,495.00	04/08/2024
4887	CONTROL SYSTEM TECHNOLO	11181	CONTRL SERVICE	04/01/2024	5,946.00	5,946.00	04/08/2024
4887	CONTROL SYSTEM TECHNOLO	111830	CONTROL HARDWARE	04/04/2024	277.00	277.00	04/08/2024
Total 4887:					26,894.50	26,894.50	
1691	CORE & MAIN LP	T280699	METERS	03/08/2024	9,077.00	9,077.00	04/08/2024
1691	CORE & MAIN LP	T342479	METER PARTS	03/08/2024	38.00	38.00	04/08/2024
1691	CORE & MAIN LP	U277896	WATER METERS	03/08/2024	7,378.58	7,378.58	04/08/2024
1691	CORE & MAIN LP	U291512	WATER METERS	03/13/2024	9,310.00	9,310.00	04/08/2024
1691	CORE & MAIN LP	U369875	DRY TUBING ASSEMBLY	02/14/2024	328.90	328.90	04/08/2024
1691	CORE & MAIN LP	U385146	procoder pit,usg reg	03/13/2024	2,707.70	2,707.70	04/08/2024
1691	CORE & MAIN LP	U520750	STRap nylon,saddles,brass	03/13/2024	3,601.16	3,601.16	04/08/2024
1691	CORE & MAIN LP	Y244092	WATER METERES	01/26/2024	7,549.70	7,549.70	04/08/2024
Total 1691:					39,991.04	39,991.04	
7001	COSINDAD, CARLOS	030624	DOT PHYSICAL	03/06/2024	155.00	155.00	04/08/2024
Total 7001:					155.00	155.00	
5002	CUSTOM ELECTRONIC CONSU	05082	audio system maintenance	03/28/2024	4,562.88	4,562.88	04/08/2024
5002	CUSTOM ELECTRONIC CONSU	05083	video maintenance	03/28/2024	6,938.40	6,938.40	04/08/2024
Total 5002:					11,501.28	11,501.28	
7428	DAWSON, HARMONY	032124	DOT PHYSICAL	03/21/2024	155.00	155.00	04/08/2024
Total 7428:					155.00	155.00	
7030	DAY, JEAN	032024	EQUITY TASK FORCE	03/20/2024	450.00	450.00	04/08/2024
Total 7030:					450.00	450.00	
4799	DEAN, GARY	87204	PEST CONTROL	12/08/2023	100.00	100.00	04/08/2024
Total 4799:					100.00	100.00	
4918	DEAN'S PEST CONTROL LLC	86828	SMALL RODENT CONTROL	12/11/2023	110.00	110.00	04/08/2024
4918	DEAN'S PEST CONTROL LLC	87172	RODENT CONTROL	12/15/2023	55.00	55.00	04/08/2024
4918	DEAN'S PEST CONTROL LLC	87204	RODENT CONTROL	12/08/2023	100.00	100.00	04/08/2024
4918	DEAN'S PEST CONTROL LLC	87928	RODENT CONTROL	01/29/2024	100.00	100.00	04/08/2024
Total 4918:					365.00	365.00	
148	DELL	10736504680	VLA ADOBE LEARNING MGR BI	03/12/2024	6,363.60	6,363.60	04/08/2024
Total 148:					6,363.60	6,363.60	
708	DELTA DENTAL PLAN OF WYOM	020124	FEBRUARY PREMIUM	02/01/2024	660.40	660.40	03/12/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
708	DELTA DENTAL PLAN OF WYOM	020124	JANUARY CLAIMS	02/01/2024	7,291.96	7,291.96	03/12/2024
708	DELTA DENTAL PLAN OF WYOM	031224	FEBRUARY CLAIMS	03/12/2024	8,346.20	8,346.20	03/13/2024
708	DELTA DENTAL PLAN OF WYOM	031224	MARCH PREMIUM	03/12/2024	650.00	650.00	03/13/2024
Total 708:					16,948.56	16,948.56	
7413	DEWBERRY ENGINEERS, INC	22401574	JACKSON GIS ADVISORY SUPP	03/21/2024	1,040.00	1,040.00	04/08/2024
Total 7413:					1,040.00	1,040.00	
7432	DIAMOND L TRUCKING LLC	1047	DUMP TRUCK FEES	04/03/2024	1,925.00	1,925.00	04/08/2024
Total 7432:					1,925.00	1,925.00	
7037	DICK ANDERSON CONSTRUCTI	PAY APP 19	FUEL ISLAND	03/21/2024	28,350.50	28,350.50	04/08/2024
7037	DICK ANDERSON CONSTRUCTI	PAY APP 19	CORE SERVICES	03/21/2024	252,712.23	252,712.23	04/08/2024
Total 7037:					281,062.73	281,062.73	
6883	DIVISION OF CHILD SUPPORT	032124	case #005405448	03/21/2024	509.23	509.23	03/21/2024
6883	DIVISION OF CHILD SUPPORT	040424	DCSE CASE #0005405448	04/04/2024	509.23	509.23	04/04/2024
Total 6883:					1,018.46	1,018.46	
2175	DIVISION OF VICTIM SERVICES	040224	Crime Victim SurchAGE MARCH	04/02/2024	1,050.00	1,050.00	04/08/2024
Total 2175:					1,050.00	1,050.00	
1949	VERIZON WIRELESS	9958101879	ERGO COMFORT FOOTREST	03/01/2024	87.00	87.00	04/09/2024
Total 1949:					87.00	87.00	
3408	E.R. OFFICE EXPRESS	0741CM	CREDIT MEMO IGNITION	03/18/2024	622.51-	622.51-	04/08/2024
3408	E.R. OFFICE EXPRESS	0742CM	CREDIT MEMO	04/02/2024	243.62-	243.62-	04/08/2024
3408	E.R. OFFICE EXPRESS	22101	PAPER	02/29/2024	87.98	87.98	04/08/2024
3408	E.R. OFFICE EXPRESS	22121	FOOTREST	03/08/2024	87.00	87.00	04/08/2024
3408	E.R. OFFICE EXPRESS	22151	ALERA ETROS	03/18/2024	243.62	243.62	04/08/2024
3408	E.R. OFFICE EXPRESS	22170	KRAFT CLASP ENVELOPES	03/20/2024	161.64	161.64	04/08/2024
3408	E.R. OFFICE EXPRESS	22186	Office CHAIR	03/22/2024	420.46	420.46	04/08/2024
3408	E.R. OFFICE EXPRESS	22192	INK PAD	03/25/2024	13.68	13.68	04/08/2024
3408	E.R. OFFICE EXPRESS	22193	OFFICE SUPPLIES	03/27/2024	520.66	520.66	04/08/2024
Total 3408:					668.91	668.91	
6844	EKOS, INC	215138	FUEL SITE MODULE	02/29/2024	80.00	80.00	04/08/2024
6844	EKOS, INC	216167	FUEL SITE MODULE	02/29/2024	80.00	80.00	04/08/2024
Total 6844:					160.00	160.00	
7212	ELKINS, MARINDA	032624	DOT PHYSICAL	03/26/2024	80.00	80.00	04/08/2024
Total 7212:					80.00	80.00	
1134	ENERGY LABORATORIES INC.	617013	INFLUENT AND EFFLUENT	03/12/2024	479.00	479.00	04/08/2024
1134	ENERGY LABORATORIES INC.	618828	INFLUENT AND EFFLUENT	03/21/2024	479.00	479.00	04/08/2024
1134	ENERGY LABORATORIES INC.	618950	BIOLOGICAL OXYGEN DEMAND	03/21/2024	479.00	479.00	04/08/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1134:					1,437.00	1,437.00	
5131	ENOW, INC.	00002474	SUBSCRIPTION	03/13/2024	1,213.38	1,213.38	04/08/2024
Total 5131:					1,213.38	1,213.38	
6552	ETNA TRADE PARK LLC	050124	MAY STAR VALLEY BUS STARA	05/01/2024	4,062.00	4,062.00	04/08/2024
Total 6552:					4,062.00	4,062.00	
81	EVANS CONSTRUCTION INC	241149	SAND	03/07/2024	3,450.32	3,450.32	04/08/2024
81	EVANS CONSTRUCTION INC	241150	SAND	03/07/2024	3,020.21	3,020.21	04/08/2024
Total 81:					6,470.53	6,470.53	
3885	EVIDENT	239163B	2' evidence sealing tape	03/15/2024	956.48	956.48	04/08/2024
Total 3885:					956.48	956.48	
7168	FALL RIVER RURAL ELECTIC	51773001 0312	CHATHAM LOOP	03/01/2024	188.51	188.51	04/08/2024
Total 7168:					188.51	188.51	
4294	FIRE SERVICES OF IDAHO	12551058	SPARE SPRINKLERS HEADS	02/29/2024	204.80	204.80	04/08/2024
4294	FIRE SERVICES OF IDAHO	12551118	ALARM SYSTEMS SERVICE CA	02/29/2024	335.00	335.00	04/08/2024
4294	FIRE SERVICES OF IDAHO	12552043	VEHICLE SUPPRESSION GROU	03/13/2024	6,452.28	6,452.28	04/08/2024
Total 4294:					6,992.08	6,992.08	
6744	Five-County Detention Center	022224	DETENTION HOUSING	03/01/2024	700.00	700.00	04/08/2024
6744	Five-County Detention Center	092023	DETETION HOUSING	09/20/2023	350.00	350.00	04/08/2024
6744	Five-County Detention Center	121823	DETENTION HOUSING	12/18/2023	875.00	875.00	04/08/2024
Total 6744:					1,925.00	1,925.00	
4709	FLEETPRIDE	115380469	SRS MALE NPTF RIDGID	03/18/2024	32.07	32.07	04/08/2024
Total 4709:					32.07	32.07	
4859	Flowpoint Envirnmental systems	247900	3" BERMAD REPLACE PARTS	04/04/2024	2,167.13	2,167.13	04/08/2024
Total 4859:					2,167.13	2,167.13	
668	FREEDOM MAILING SERVICE I	47358	UTILITY BILLING	03/05/2024	900.16	900.16	04/08/2024
668	FREEDOM MAILING SERVICE I	47358	UTILITY BILLING	03/05/2024	900.16	900.16	04/08/2024
Total 668:					1,800.32	1,800.32	
7034	FRITTS, JASON	032024	EQUITY TASK FORCE	03/20/2024	450.00	450.00	04/08/2024
Total 7034:					450.00	450.00	
7287	GARCIA, ISRAEL	29	INTERPRETATION	03/08/2024	80.00	80.00	04/08/2024
Total 7287:					80.00	80.00	
5968	GARRETT, ROBERT	032824	DOT PHYSICAL REIMBURSEME	03/28/2024	155.00	155.00	04/08/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5968:					155.00	155.00	
4212	GILLIG LLC	41126460	GAUGE SPEEDOMTER	02/08/2024	207.13	207.13	04/08/2024
4212	GILLIG LLC	41148693	PANEL HINGE	03/05/2024	840.70	840.70	04/08/2024
4212	GILLIG LLC	41151374	U CLIP	03/12/2024	8.64	8.64	04/08/2024
4212	GILLIG LLC	41152654	FILTER ASM AND AIR	03/14/2024	800.40	800.40	04/08/2024
Total 4212:					1,856.87	1,856.87	
5009	GM SHEET METAL LLC	031424	20 GAL GALV	03/14/2024	33.85	33.85	04/08/2024
Total 5009:					33.85	33.85	
93	HACH CHEMICAL CO.	13971729	BUFFER SOLUTIONS,AMONIA A	03/22/2024	1,703.11	1,703.11	04/08/2024
Total 93:					1,703.11	1,703.11	
7031	HERNANDEZ, BRANDON	032024	EQUITY TASK FORCE	03/20/2024	450.00	450.00	04/08/2024
Total 7031:					450.00	450.00	
96	HIGH COUNTRY LINEN	0273633	uniforms	02/29/2024	18.82	18.82	04/08/2024
96	HIGH COUNTRY LINEN	0273633	uniforms	02/29/2024	13.30	13.30	04/08/2024
96	HIGH COUNTRY LINEN	0273633	uniforms	02/29/2024	30.79	30.79	04/08/2024
96	HIGH COUNTRY LINEN	0273633	uniforms	02/29/2024	22.56	22.56	04/08/2024
96	HIGH COUNTRY LINEN	0273633	uniforms	02/29/2024	8.18	8.18	04/08/2024
96	HIGH COUNTRY LINEN	0273633	uniforms	02/29/2024	5.70-	5.70-	04/08/2024
96	HIGH COUNTRY LINEN	0273633	uniforms	02/29/2024	10.82	10.82	04/08/2024
96	HIGH COUNTRY LINEN	0273633	uniforms	02/29/2024	33.24	33.24	04/08/2024
96	HIGH COUNTRY LINEN	0273633	uniforms	02/29/2024	13.30	13.30	04/08/2024
96	HIGH COUNTRY LINEN	0273633	uniforms	02/29/2024	51.85	51.85	04/08/2024
96	HIGH COUNTRY LINEN	0273633	uniforms	02/29/2024	6.65	6.65	04/08/2024
96	HIGH COUNTRY LINEN	0427305	MATS	02/27/2024	279.08	279.08	04/08/2024
96	HIGH COUNTRY LINEN	0428171	MATS	03/04/2024	11.28	11.28	04/08/2024
96	HIGH COUNTRY LINEN	0428174	MATS	03/04/2024	52.55	52.55	04/08/2024
96	HIGH COUNTRY LINEN	0428796	ADMIN	03/07/2024	3.33	3.33	04/08/2024
96	HIGH COUNTRY LINEN	0428796	SHOP SUPPLIES	03/07/2024	51.85	51.85	04/08/2024
96	HIGH COUNTRY LINEN	0428796	SEWER	03/07/2024	16.62	16.62	04/08/2024
96	HIGH COUNTRY LINEN	0428796	WWTP	03/07/2024	13.30	13.30	04/08/2024
96	HIGH COUNTRY LINEN	0428796	water	03/07/2024	29.20	29.20	04/08/2024
96	HIGH COUNTRY LINEN	0428796	STREET	03/07/2024	30.13	30.13	04/08/2024
96	HIGH COUNTRY LINEN	0428796	FLEET	03/07/2024	30.79	30.79	04/08/2024
96	HIGH COUNTRY LINEN	0428796	BUILDING MAINTENANCE	03/07/2024	168.86	168.86	04/08/2024
96	HIGH COUNTRY LINEN	0428796	FACILITY	03/07/2024	6.65	6.65	04/08/2024
96	HIGH COUNTRY LINEN	0428796	ADMIN	03/07/2024	3.32	3.32	04/08/2024
96	HIGH COUNTRY LINEN	0429269	SHOP TOWELS LAUNDRY BAG	03/11/2024	101.02	101.02	04/08/2024
96	HIGH COUNTRY LINEN	0429617	MATS	03/12/2024	279.08	279.08	04/08/2024
96	HIGH COUNTRY LINEN	0429722	MATS	03/13/2024	81.15	81.15	04/08/2024
96	HIGH COUNTRY LINEN	0429970	SHOP SUPPLIES	03/14/2024	51.85	51.85	04/08/2024
96	HIGH COUNTRY LINEN	0429970	fACILITY	03/14/2024	6.65	6.65	04/08/2024
96	HIGH COUNTRY LINEN	0429970	ADMIN	03/14/2024	3.33	3.33	04/08/2024
96	HIGH COUNTRY LINEN	0429970	SEWER	03/14/2024	16.83	16.83	04/08/2024
96	HIGH COUNTRY LINEN	0429970	WATER	03/14/2024	22.56	22.56	04/08/2024
96	HIGH COUNTRY LINEN	0429970	FLEET	03/14/2024	30.79	30.79	04/08/2024
96	HIGH COUNTRY LINEN	0429970	STREET	03/14/2024	30.11	30.11	04/08/2024
96	HIGH COUNTRY LINEN	0429970	BUILDING MAINTENANCE	03/14/2024	18.29	18.29	04/08/2024
96	HIGH COUNTRY LINEN	0429970	WWTP	03/14/2024	13.30	13.30	04/08/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0429970	ADMIN	03/14/2024	9.97	9.97	04/08/2024
96	HIGH COUNTRY LINEN	0430530	MATS	03/18/2024	11.28	11.28	04/08/2024
96	HIGH COUNTRY LINEN	0430535	MATS	03/18/2024	22.55	22.55	04/08/2024
96	HIGH COUNTRY LINEN	0430907	MATS AND TOWELS	03/20/2024	64.41	64.41	04/08/2024
96	HIGH COUNTRY LINEN	0431129	FLEET	03/21/2024	30.79	30.79	04/08/2024
96	HIGH COUNTRY LINEN	0431129	BUILDING MAINTENANCE	03/21/2024	32.16	32.16	04/08/2024
96	HIGH COUNTRY LINEN	0431129	WWTP	03/21/2024	13.30	13.30	04/08/2024
96	HIGH COUNTRY LINEN	0431129	ADMIN	03/21/2024	3.33	3.33	04/08/2024
96	HIGH COUNTRY LINEN	0431129	ADMIN	03/21/2024	9.97	9.97	04/08/2024
96	HIGH COUNTRY LINEN	0431129	WATER	03/21/2024	29.21	29.21	04/08/2024
96	HIGH COUNTRY LINEN	0431129	SEWER	03/21/2024	16.83	16.83	04/08/2024
96	HIGH COUNTRY LINEN	0431129	STREET	03/21/2024	30.11	30.11	04/08/2024
96	HIGH COUNTRY LINEN	0431129	SHOP SUPPLIES	03/21/2024	51.85	51.85	04/08/2024
96	HIGH COUNTRY LINEN	0431129	FACILITY	03/21/2024	6.65	6.65	04/08/2024
96	HIGH COUNTRY LINEN	0431595	SHOP TOWELS,DISH SOAP LAU	03/25/2024	230.56	230.56	04/08/2024
96	HIGH COUNTRY LINEN	C0431089	black signature	03/20/2024	47.99-	47.99-	04/08/2024
96	HIGH COUNTRY LINEN	C421193	MATS	01/22/2024	24.56	24.56	04/08/2024
96	HIGH COUNTRY LINEN	S0421036	BLACK SIGNATURE	02/08/2024	47.99	47.99	04/08/2024
96	HIGH COUNTRY LINEN	S0423347	BQ BLACK	02/02/2024	279.00	279.00	04/08/2024
96	HIGH COUNTRY LINEN	S0424063	BQ BLACK	02/07/2024	279.00-	279.00-	04/08/2024
96	HIGH COUNTRY LINEN	S0427143	WINDEX,GLOVES,COMET	02/26/2024	261.47	261.47	04/08/2024
96	HIGH COUNTRY LINEN	S0427547	BLUE SHOE COVER	02/28/2024	53.25	53.25	04/08/2024
96	HIGH COUNTRY LINEN	S0428759	SCOT TOWELS	03/06/2024	51.95	51.95	04/08/2024
96	HIGH COUNTRY LINEN	S0430862	SCOTT TOWELS,WET MOP GLA	03/20/2024	222.66	222.66	04/08/2024
96	HIGH COUNTRY LINEN	S0432000	bl liner	03/27/2024	166.47	166.47	04/08/2024
Total 96:					2,899.06	2,899.06	
7425	HOFFMAN, SEAN	031124	BAIL REFUND CASE 24-02-0391	03/11/2024	500.00	500.00	03/12/2024
Total 7425:					500.00	500.00	
4736	IDAHO CHILD SUPPORT RECEI	032124	case#426985	03/21/2024	564.20	564.20	03/21/2024
4736	IDAHO CHILD SUPPORT RECEI	040424	case#426985	04/04/2024	564.20	564.20	04/04/2024
Total 4736:					1,128.40	1,128.40	
36	IDAHO STATE TAX COMMISSIO	032724	MARCH WITHHOLDINGS	03/27/2024	4,799.00	4,799.00	03/27/2024
Total 36:					4,799.00	4,799.00	
6720	IMMIGRANT HOPE	033124	MAILING COSTS	03/31/2024	2,000.00	2,000.00	04/08/2024
Total 6720:					2,000.00	2,000.00	
7126	INEO SYSTRANS USA INC	9532700139	PHASE 1	07/03/2023	82,809.35	82,809.35	04/08/2024
Total 7126:					82,809.35	82,809.35	
7286	INTERNATIONAL CYBERNETIC	240131-3	PRODUCE PCI SCORE AND CR	01/31/2024	2,150.00	2,150.00	04/08/2024
Total 7286:					2,150.00	2,150.00	
106	INTERSTATE BATTERY	250001572	3 srm 24	03/05/2024	377.85	377.85	04/08/2024
106	INTERSTATE BATTERY	250001766	DCM0090	03/19/2024	1,471.65	1,471.65	04/08/2024
106	INTERSTATE BATTERY	250001958	BATTERIES	04/02/2024	130.95	130.95	04/08/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 106:					1,980.45	1,980.45	
110	INTERWEST SUPPLY COMPANY	IN0110851	4,5 SERRATED ICE BLADES,PL	03/08/2024	5,199.30	5,199.30	04/08/2024
Total 110:					5,199.30	5,199.30	
6954	IVY OUTDOOR SERVICES LLC	0000071	TRASH ROUTE START	03/01/2024	1,200.00	1,200.00	04/08/2024
6954	IVY OUTDOOR SERVICES LLC	0000075	MARCH TRASH ROUTE	04/01/2024	1,350.00	1,350.00	04/08/2024
Total 6954:					2,550.00	2,550.00	
1002	J.J. KELLER & ASSOC. INC.	9108663148	DVIR ncr bk bus 2 ply	12/29/2023	2,899.88	2,899.88	04/08/2024
Total 1002:					2,899.88	2,899.88	
2	JACKSON CURBSIDE INC.	31766	FEBRUARY DOWNTOWN	03/10/2024	1,130.00	1,130.00	04/08/2024
Total 2:					1,130.00	1,130.00	
7163	JACKSON GROUP LOCKBOX	656881IFX1	FILTER FUEL/WATER	12/21/2023	195.36	195.36	04/08/2024
7163	JACKSON GROUP LOCKBOX	662662IFX1	FILTER FUEL WATER	03/11/2024	77.62	77.62	04/08/2024
7163	JACKSON GROUP LOCKBOX	662922IF	filter air	03/11/2024	639.42	639.42	04/08/2024
7163	JACKSON GROUP LOCKBOX	663297IF	filter oil dual	03/06/2024	160.98	160.98	04/08/2024
7163	JACKSON GROUP LOCKBOX	663643IF	FILTERS	03/21/2024	191.79	191.79	04/08/2024
7163	JACKSON GROUP LOCKBOX	663738IF	OIL FILTERS	03/12/2024	172.64	172.64	04/08/2024
7163	JACKSON GROUP LOCKBOX	665033IF	OIL FILTER	03/28/2024	160.98	160.98	04/08/2024
7163	JACKSON GROUP LOCKBOX	665127IF	FILTERS	03/28/2024	247.89	247.89	04/08/2024
7163	JACKSON GROUP LOCKBOX	CM662922IF	filters	03/12/2024	319.71-	319.71-	04/08/2024
Total 7163:					1,526.97	1,526.97	
7331	JACKSON HOLE CLIMATE ACTI	2024-1	CONTRACT SERVICES	03/17/2024	2,500.00	2,500.00	04/08/2024
Total 7331:					2,500.00	2,500.00	
6474	JACKSON HOLE LAW, PC	2206	MUNICIPAL PROSECUTION SER	03/29/2024	3,505.00	3,505.00	04/08/2024
Total 6474:					3,505.00	3,505.00	
131	JACKSON HOLE NEWS & GUID	363164	AD#425773	03/06/2024	156.75	156.75	04/08/2024
131	JACKSON HOLE NEWS & GUID	363165	AAD#425774	03/06/2024	959.50	959.50	04/08/2024
131	JACKSON HOLE NEWS & GUID	363206	AD 425559	03/06/2024	237.50	237.50	04/08/2024
131	JACKSON HOLE NEWS & GUID	363321	AD#4259521	03/13/2024	432.25	432.25	04/08/2024
131	JACKSON HOLE NEWS & GUID	363323	AD425910	03/13/2024	366.40	366.40	04/08/2024
131	JACKSON HOLE NEWS & GUID	363324	AD425759	03/13/2024	325.00	325.00	04/08/2024
131	JACKSON HOLE NEWS & GUID	363325	AD 425651	03/13/2024	325.00	325.00	04/08/2024
131	JACKSON HOLE NEWS & GUID	363326	AD 425112	03/13/2024	700.00	700.00	04/08/2024
131	JACKSON HOLE NEWS & GUID	363394	AD 425922	03/13/2024	38.00	38.00	04/08/2024
131	JACKSON HOLE NEWS & GUID	363416	AD 425852	03/13/2024	672.00	672.00	04/08/2024
131	JACKSON HOLE NEWS & GUID	363417	AD 425853	03/13/2024	672.00	672.00	04/08/2024
131	JACKSON HOLE NEWS & GUID	363520	AD 425651	03/20/2024	325.00	325.00	04/08/2024
131	JACKSON HOLE NEWS & GUID	363521	AD 425759	03/20/2024	325.00	325.00	04/08/2024
131	JACKSON HOLE NEWS & GUID	363522	AD425910	03/20/2024	366.40	366.40	04/08/2024
131	JACKSON HOLE NEWS & GUID	363556	AD 426074	03/20/2024	38.00	38.00	04/08/2024
131	JACKSON HOLE NEWS & GUID	363557	AD 426075	03/20/2024	42.75	42.75	04/08/2024
131	JACKSON HOLE NEWS & GUID	363558	AD 426076	03/20/2024	38.00	38.00	04/08/2024
131	JACKSON HOLE NEWS & GUID	363582	AD 426046	03/20/2024	888.00	888.00	04/08/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
131	JACKSON HOLE NEWS & GUID	363583	AD 426113	03/20/2024	672.00	672.00	04/08/2024
131	JACKSON HOLE NEWS & GUID	363584	AD 426112	03/20/2024	888.00	888.00	04/08/2024
131	JACKSON HOLE NEWS & GUID	363685	AD#426329	03/27/2024	137.75	137.75	04/08/2024
131	JACKSON HOLE NEWS & GUID	363686	AD#426330	03/27/2024	608.00	608.00	04/08/2024
131	JACKSON HOLE NEWS & GUID	363730	AD 426332	03/27/2024	38.00	38.00	04/08/2024
131	JACKSON HOLE NEWS & GUID	363731	AD 426333	03/27/2024	33.25	33.25	04/08/2024
131	JACKSON HOLE NEWS & GUID	363732	AD 426334	03/27/2024	38.00	38.00	04/08/2024
131	JACKSON HOLE NEWS & GUID	363733	AD 426331	03/27/2024	38.00	38.00	04/08/2024
131	JACKSON HOLE NEWS & GUID	363746	AD#426356	03/27/2024	896.00	896.00	04/08/2024
131	JACKSON HOLE NEWS & GUID	363747	AD#426249	03/27/2024	760.00	760.00	04/08/2024
131	JACKSON HOLE NEWS & GUID	363852	AD 425909	03/31/2024	2,030.40	2,030.40	04/08/2024
131	JACKSON HOLE NEWS & GUID	425920	AD#425920	03/13/2024	204.25	204.25	04/08/2024
Total 131:					13,251.20	13,251.20	
114	JACKSON LUMBER INC	0000971310-0	lathPB PINTED LATH	03/14/2024	220.50	220.50	04/08/2024
Total 114:					220.50	220.50	
115	JACKSON PAINT AND GLASS, I	I133075	1/4 GYID 1 GRAY DRZ	12/26/2023	1,025.12	1,025.12	04/08/2024
115	JACKSON PAINT AND GLASS, I	I133102	INSTALL WINDSHIELDS	12/29/2023	660.00	660.00	04/08/2024
115	JACKSON PAINT AND GLASS, I	I133556	LABOR INSTALL 4 BUS WINDSH	02/14/2024	1,650.00	1,650.00	04/08/2024
115	JACKSON PAINT AND GLASS, I	I133737	TEMPERED MTCG	03/07/2024	2,755.19	2,755.19	04/08/2024
Total 115:					6,090.31	6,090.31	
239	JH20 WATER CONDITIONING &	2466	water @ WWTP	03/12/2024	85.00	85.00	04/08/2024
Total 239:					85.00	85.00	
2647	JHAM, INC.	JPD 010924	Safariland HARDWIRE	03/25/2024	6,474.77	6,474.77	04/08/2024
Total 2647:					6,474.77	6,474.77	
139	JORGENSEN ASSOCIATES, PC	53187	23007 TOJ DETAIL LIBRARY UP	02/29/2024	6,300.38	6,300.38	04/08/2024
139	JORGENSEN ASSOCIATES, PC	53187	23007 TOJ DETAIL LIBRARY UP	02/29/2024	6,300.37	6,300.37	04/08/2024
Total 139:					12,600.75	12,600.75	
4275	JORGENSEN, ARNE OLAUS	022924	TRAVEL REIMBURSMENT WAM	02/29/2024	982.65	982.65	04/08/2024
Total 4275:					982.65	982.65	
5537	Keenan, Peter	050124	VIRGINIAN 55-4 RENT MARCH A	05/01/2024	2,300.00	2,300.00	04/08/2024
5537	Keenan, Peter	050124	VIRGINIAN 55-4 RENT MARCH A	05/01/2024	2,300.00	2,300.00	04/08/2024
5537	Keenan, Peter	050124	VIRGINIAN 55-4 MAY RENT	05/01/2024	2,300.00	2,300.00	04/08/2024
5537	Keenan, Peter	050124	VIRGINIAN 55-4 DEPOSIT	05/01/2024	4,600.00	4,600.00	04/08/2024
Total 5537:					11,500.00	11,500.00	
4902	KOIS BROTHERS EQUIPMENT	131790	shim skae,bolt hex,nuts	02/27/2024	3,229.70	3,229.70	04/08/2024
4902	KOIS BROTHERS EQUIPMENT	131957	skid shoes	02/19/2024	2,600.00	2,600.00	04/08/2024
Total 4902:					5,829.70	5,829.70	
7029	KRUEGER, ERICA JADE	032424	EQUITY TASK FORCE	03/24/2024	450.00	450.00	04/08/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7029:					450.00	450.00	
5691	LEPCO	56157	CHEMICALS	02/16/2024	580.32	580.32	04/08/2024
5691	LEPCO	56433	LUSTRASHIELD CHEMICALS	03/07/2024	1,121.04	1,121.04	04/08/2024
Total 5691:					1,701.36	1,701.36	
156	LOWER VALLEY ENERGY INC	050124	355 WEST DELONEY E5 MARC	05/01/2024	7,500.00	7,500.00	04/09/2024
156	LOWER VALLEY ENERGY INC	050124	355 WEST DELONEY E5 DEPOS	05/01/2024	4,000.00	4,000.00	04/09/2024
156	LOWER VALLEY ENERGY INC	27748	Disconnect/Reconnect Street Ligh	03/25/2024	110.00	110.00	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-002 03-	3150 S ADAMS CANYON DR, JA	03/25/2024	306.38	306.38	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-003 03-	SPRUCE DR PUMP HOUSE, JA	03/25/2024	279.95	279.95	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-005 03-	CACHE KUDAR LT, JACKSON,	03/25/2024	58.07	58.07	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-006 03-	N CACHE ST LIGHTING, JACKS	03/25/2024	31.36	31.36	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-008 03-	CEMETERY, JACKSON, WY 20	03/25/2024	113.58	113.58	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-010 03-	ELY SPRINGS RD WELL 6,7,8, J	03/25/2024	716.19	716.19	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-014 03-	135 E BROADWAY AVE HEAT TA	03/25/2024	17.99	17.99	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-016 03-	210 N CACHE ST HOME RANCH	03/25/2024	51.27	51.27	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-017 03-	WASTE WATER TRTMT INTERM	03/25/2024	26.19	26.19	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-019 03-	RANGEVIEW DR LIFT PUMP CO	03/25/2024	97.29	97.29	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-020 03-	S HWY 89 PATHWAY TUNNEL LT	03/25/2024	34.14	34.14	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-021 03-	150 E PEARL AVE, JACKSON, W	03/25/2024	1,634.88	1,634.88	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-023 03-	RANGEVIEW DR LOTS 18,19 LT	03/25/2024	16.24	16.24	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-024 03-	1605 BERGER LN SEWER LIFT	03/25/2024	27.94	27.94	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-025 03-	450 W SNOW KING AVE NEW S	03/25/2024	834.53	834.53	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-026 03-	450 W SNOW KING AVE SHOP, J	03/25/2024	344.58	344.58	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-027 03-	RANGEVIEW DR LOTS 20,21 LT	03/25/2024	18.56	18.56	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-028 03-	RANGEVIEW DR LOTS 26,27 LT	03/25/2024	19.47	19.47	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-030 03-	RANGEVIEW DR LOTS 95,96 LT	03/25/2024	18.38	18.38	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-031 03-	MOUNTAIN VIEW LN LOT 38,39	03/25/2024	18.56	18.56	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-032 03-	LILAC LN LOTS 88, 89 LTS, JAC	03/25/2024	18.25	18.25	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-034 03-	LILAC LN LOTS 80, 81 LTS, JAC	03/25/2024	16.24	16.24	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-035 03-	RANGEVIEW DR LOTS 41,42 LT	03/25/2024	20.44	20.44	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-036 03-	RANGEVIEW DR LOTS 12,13 LT	03/25/2024	16.70	16.70	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-039 03-	LILAC LN LOTS 86, 87 LTS, JAC	03/25/2024	18.12	18.12	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-040 03-	CORNER CREEK & LILAC LOTS	03/25/2024	16.24	16.24	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-041 03-	LILAC & DAISY LOTS 99, 101 LT	03/25/2024	16.24	16.24	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-043 03-	CORNER CREEK LOTS 68,69 LT,	03/25/2024	16.24	16.24	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-044 03-	610 SNOW KING DR ESTATES B	03/25/2024	400.87	400.87	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-045 03-	TOWN SQUARE LIGHTS, JACKS	03/25/2024	161.02	161.02	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-047 03-	WASTE WATER TRTMT UV BLD	03/25/2024	84.77	84.77	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-049 03-	WASTE WATER TRTMT PTB 545	03/25/2024	9,784.16	9,784.16	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-050 03-	2 MG TANK, JACKSON, WY 200	03/25/2024	22.31	22.31	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-051 03-	WELL #5 KARNS MEADOW DR,	03/25/2024	2,556.89	2,556.89	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-052 03-	675 E BROADWAY AVE WELL #1	03/25/2024	22.33	22.33	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-053 03-	WELLS #2 & #3, JACKSON, WY	03/25/2024	2,391.60	2,391.60	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-054 03-	CITY WELL ELK REF 1, JACKSO	03/25/2024	89.12	89.12	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-055 03-	CITY WELL ELK REF 2, JACKSO	03/25/2024	65.47	65.47	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-059 03-	440 W SNOW KING AVE POLICE	03/25/2024	197.01	197.01	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-060 03-	400 W SNOW KING AVE S GAR,	03/25/2024	1,642.53	1,642.53	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-061 03-	400 W SNOW KING AVE PUBLIC	03/25/2024	1,595.25	1,595.25	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-074 03-	CRABTREE LN THAW WELL #2,	03/25/2024	16.24	16.24	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-075 03-	HIGH SCHOOL RD THAW WELL	03/25/2024	29.22	29.22	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-078 03-	145 W HANSEN AVE FRONT, JA	03/25/2024	180.91	180.91	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-079 03-	145 W HANSEN AVE BACK, JAC	03/25/2024	132.47	132.47	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-081 03-	IRR CONTROL & LTS PEARL ST,	03/25/2024	24.13	24.13	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-082 03-	400 W SNOW KING AVE E STOR	03/25/2024	653.73	653.73	04/09/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-090 03-	955 MAPLE WAY, JACKSON, WY	03/25/2024	161.90	161.90	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-092 03-	3150 S ADAMS CANYON DR ANI	03/25/2024	523.20	523.20	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-102 03-	145 W HANSEN AVE FRONT, JA	03/25/2024	61.03	61.03	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	03/25/2024	1,900.10	1,900.10	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-106 03-	940 SIMON LN, JACKSON, WY	03/25/2024	285.32	285.32	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-111 03-2	PEARL & WILLOW ST LTS, JACK	03/25/2024	19.60	19.60	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-114 03-2	210 N CACHE ST HOME RANCH	03/25/2024	432.49	432.49	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-126 03-	SPRING WATER LN LIFT STATIO	03/25/2024	33.39	33.39	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-127 03-	3337 S CODY CREEK DR LIFT S	03/25/2024	349.81	349.81	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-130 03-	3 CREEK RANCH AFFORDABLE	03/25/2024	24.51	24.51	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-131 03-	195 E DELONEY AVE RESTROO	03/25/2024	385.95	385.95	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-132 03-	160 S MILLWARD ST PARKING	03/25/2024	2,013.96	2,013.96	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-134 03-	160 S MILLWARD ST PARKING	03/25/2024	6.34	6.34	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-332 03-	185 N GLENWOOD ST LTS, JAC	03/25/2024	16.31	16.31	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-334 03-	JOSEPHINE LOOP LOT 15 LIFT	03/25/2024	110.03	110.03	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-336 03-	HIDDEN RANCH PATHWAY TUN	03/25/2024	21.92	21.92	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-341 03-	210 N CACHE ST HOME RANCH	03/25/2024	154.15	154.15	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-342 03-	25 S REDMOND ST LT PEDESTA	03/25/2024	37.70	37.70	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-345 03-	930 SIMON LN, JACKSON, WY	03/25/2024	169.33	169.33	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-353 03-	W DELONEY & BROADWAY LTS,	03/25/2024	102.72	102.72	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-355 03-	S CACHE SE OF CENTER ARTS	03/25/2024	87.93	87.93	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-356 03-	55 KARNS MEADOW DR START	03/25/2024	7,737.98	7,737.98	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-357 03-	55 KARNS MEADOW DR START	03/25/2024	2,248.02	2,248.02	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-358 03-	650 W BROADWAY PATHWAY LT	03/25/2024	74.02	74.02	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-359 03-	MILLER PARK PARKING LOT CH	03/25/2024	172.01	172.01	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-360 03-	1035 W BROADWAY AVE PATH	03/25/2024	31.69	31.69	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-361 03-	625 W BROADWAY AVE NEW P	03/25/2024	23.86	23.86	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-362 03-	STELLARIA LN/S HWY 89 LIGHT	03/25/2024	20.38	20.38	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-363 03-	455 VINE ST UTIL, JACKSON, W	03/25/2024	64.58	64.58	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-364 03-	65 VIRGINIAN LN #5, JACKSON,	03/25/2024	72.00	72.00	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-365 03-	65 VIRGINIAN LN #7, JACKSON,	03/25/2024	98.33	98.33	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-367 03-	455 VINE ST APT #3, JACKSON,	03/25/2024	44.98	44.98	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-368 03-	455 VINE ST APT #4, JACKSON,	03/25/2024	74.60	74.60	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-370 03-	2022 WILDFLOWER CT, JACKS	03/25/2024	167.45	167.45	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-371 03-	2022 WILDFLOWER CT, JACKS	03/25/2024	51.50	51.50	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-374 03-	455 VINE ST APT #1, JACKSON,	03/25/2024	92.45	92.45	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-375 03-	155 E PEARL AVE, JACKSON, W	03/25/2024	23.16	23.16	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-376 03-	149 E PEARL AVE, JACKSON, W	03/25/2024	171.36	171.36	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-378 03-	145 E PEARL AVE #A EAST, JAC	03/25/2024	94.00	94.00	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-382 03-	BUDGE DR LT SYSTEM, JACKS	03/25/2024	20.38	20.38	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-383 03-	SNOW KING DR WATER TANK C	03/25/2024	20.63	20.63	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-385 03-	85 N SPRING GULCH RD SPRIN	03/25/2024	306.58	306.58	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-388 03-	121 SHERWOOD CT BLDG 2 BU	03/25/2024	49.52	49.52	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-389 03-	1640 MARTIN LN LIFT STATION,	03/25/2024	27.17	27.17	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-390 03-	400 W SNOW KING AVE HOUSI	03/25/2024	201.45	201.45	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-391 03-	400 W SNOW KING AVE PARK M	03/25/2024	795.62	795.62	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-392 03-	400 W SNOW KING AVE ADMIN,	03/25/2024	797.03	797.03	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-393 03-	400 W SNOW KING AVE EMPLO	03/25/2024	773.76	773.76	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-395 03-	145 E PEARL AVE #C LOFT, JAC	03/25/2024	54.96	54.96	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-396 03-	145 E PEARL AVE HSE/CMN, JA	03/25/2024	123.34	123.34	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-397 03-	145 E PEARL AVE #B WEST, JA	03/25/2024	65.10	65.10	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-398 03-	155 E PEARL AVE, JACKSON, W	03/25/2024	90.11	90.11	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-399 03-	155 E PEARL AVE, JACKSON, W	03/25/2024	146.04	146.04	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-401 03-	455 VINE ST APT #2, JACKSON,	03/25/2024	123.57	123.57	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-405 03-	3585 S CANADIAN DR, JACKSO	03/25/2024	197.16	197.16	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-406 03-	3585 S CANADIAN DR, JACKSO	03/25/2024	8.17	8.17	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-407 03-	130 E KELLY AVE #23, JACKSO	03/25/2024	47.59	47.59	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-409 03-	6905 W HWY 22 RENTAL, WILS	03/25/2024	158.69	158.69	04/09/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-411 03-2	1540 MARTIN LN H-FRAME MET	03/25/2024	16.24	16.24	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-413 03-	76 E CIRCLE DR, THAYNE, WY	03/25/2024	135.54	135.54	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-416 03-	350 N MILLWARD ST #5, JACKS	03/25/2024	34.96	34.96	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-417 03-	105 MERCILL AVE LCP ST LT, JA	03/25/2024	25.42	25.42	04/09/2024
156	LOWER VALLEY ENERGY INC	92050-418 03-	355 W DELONEY AVE E-5, JACK	03/25/2024	28.77	28.77	04/09/2024
Total 156:					58,871.91	58,871.91	
2602	LUMINATOR TECHNOLOGY GR	619654	TOOL KEY	11/27/2023	74.88	74.88	04/09/2024
2602	LUMINATOR TECHNOLOGY GR	75912352	wrong vendor	03/20/2024	283.19-	.00	
2602	LUMINATOR TECHNOLOGY GR	75912352	monthly fees	03/20/2024	283.19	.00	04/08/2024
Total 2602:					74.88	74.88	
677	MACY'S SERVICES	37988	CAMERA LINES	07/31/2023	583.75	583.75	04/08/2024
Total 677:					583.75	583.75	
7112	MARKMAN, JASON	050124	76 WAST CIRCLE MAY RENT	05/01/2024	1,995.00	1,995.00	04/08/2024
Total 7112:					1,995.00	1,995.00	
258	MENTAL HEALTH & RECOVERY	111260	GRANT PAYMENT	04/01/2024	45,242.38	45,242.38	04/08/2024
Total 258:					45,242.38	45,242.38	
6770	MOBILITY FOREFRONT LLC	MFFINV0243	MONTHLY RENT	03/01/2024	35,000.00	35,000.00	04/08/2024
6770	MOBILITY FOREFRONT LLC	MFFINV0249	MONTHLY RENT	04/01/2024	46,437.93	46,437.93	04/08/2024
Total 6770:					81,437.93	81,437.93	
4886	MORTON-LEVINSON, HAILEY	051724	travel reimbursement airfare	03/18/2024	1,681.60	1,681.60	04/08/2024
Total 4886:					1,681.60	1,681.60	
4623	MSC INDUSTRIAL SUPPLY CO	6781239001	bowmalloy flt,washers,ph pan hd	02/29/2024	313.09	313.09	04/08/2024
4623	MSC INDUSTRIAL SUPPLY CO	6781239002	streeet tee brass pipe	03/06/2024	40.52	40.52	04/08/2024
Total 4623:					353.61	353.61	
257	NAPA AUTO PARTS INC.	197533	shop towels	01/25/2024	39.98	39.98	04/08/2024
257	NAPA AUTO PARTS INC.	202651	NAPAGOLD	02/21/2024	102.36	102.36	04/08/2024
257	NAPA AUTO PARTS INC.	202662	BRACKETED CORE DEPOSIT	03/21/2024	272.38	272.38	04/08/2024
257	NAPA AUTO PARTS INC.	202744	CORE DEPOSIT	02/21/2024	132.00-	132.00-	04/08/2024
257	NAPA AUTO PARTS INC.	203142	BELT	02/23/2024	142.78	142.78	04/08/2024
257	NAPA AUTO PARTS INC.	204480	24 IN TRICO FORCE BLADE	03/01/2024	431.59	431.59	04/08/2024
257	NAPA AUTO PARTS INC.	204488	NAPA seal	03/01/2024	26.98	26.98	04/08/2024
257	NAPA AUTO PARTS INC.	204506	NAPA EXACT FIT DRIVERS	03/01/2024	46.06	46.06	04/08/2024
257	NAPA AUTO PARTS INC.	205153	switch	03/05/2024	44.98	44.98	04/08/2024
257	NAPA AUTO PARTS INC.	205153	20in trico ice blade	03/05/2024	126.66	126.66	04/08/2024
257	NAPA AUTO PARTS INC.	205516	agc 25 fuse	03/06/2024	3.19	3.19	04/08/2024
257	NAPA AUTO PARTS INC.	206772	BULK TRAIL	03/12/2024	133.00	133.00	04/08/2024
257	NAPA AUTO PARTS INC.	206789	INT DOOR HANDLE	03/12/2024	22.13	22.13	04/08/2024
257	NAPA AUTO PARTS INC.	207170	HARDWARE	03/14/2024	19.78	19.78	04/08/2024
257	NAPA AUTO PARTS INC.	207195	HINGE PIN	03/14/2024	25.32	25.32	04/08/2024
257	NAPA AUTO PARTS INC.	207964	BIT KIT	03/18/2024	8.09	8.09	04/08/2024
257	NAPA AUTO PARTS INC.	207995	OIL STABL	03/18/2024	13.08	13.08	04/08/2024
257	NAPA AUTO PARTS INC.	208137	SPARK PLUGS	03/19/2024	125.91	125.91	04/08/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
257	NAPA AUTO PARTS INC.	208178	NAPA GOLD AIR FILTERS	03/19/2024	15.56	15.56	04/08/2024
257	NAPA AUTO PARTS INC.	2082004	SPARK PLUGS	03/19/2024	12.89	12.89	04/08/2024
257	NAPA AUTO PARTS INC.	208555	PROJECTOR	03/20/2024	40.72	40.72	04/08/2024
257	NAPA AUTO PARTS INC.	208767	NAPA GOLD AIR FILTERS	03/21/2024	59.58	59.58	04/08/2024
257	NAPA AUTO PARTS INC.	208925	FRONT BRAKES	03/22/2024	488.66	488.66	04/08/2024
257	NAPA AUTO PARTS INC.	209594	DRUM FAUCET	03/26/2024	21.19	21.19	04/08/2024
257	NAPA AUTO PARTS INC.	209881	REAR WIPER	03/27/2024	12.47	12.47	04/08/2024
257	NAPA AUTO PARTS INC.	210374	FILTERS	03/29/2024	186.09	186.09	04/08/2024
257	NAPA AUTO PARTS INC.	210455	VALVE TIMING	03/29/2024	41.39	41.39	04/08/2024
257	NAPA AUTO PARTS INC.	210739	OIL FILTER	04/01/2024	8.54	8.54	04/08/2024
257	NAPA AUTO PARTS INC.	210915	V-BELT	04/02/2024	22.08	22.08	04/08/2024
257	NAPA AUTO PARTS INC.	DOOR HINGE	DOOR HINGE	03/14/2024	25.32	25.32	04/08/2024
Total 257:					2,386.76	2,386.76	
187	NELSON ENGINEERING	63838	23-32-02 TOJ GILL WELL HOUS	02/29/2024	8,625.00	8,625.00	04/08/2024
187	NELSON ENGINEERING	63995	24-068-01 E KELLY	03/21/2024	470.00	470.00	04/08/2024
Total 187:					9,095.00	9,095.00	
7035	NOLAND, STACY	032024	EQUITY TASK FORCE	03/24/2024	450.00	450.00	04/08/2024
Total 7035:					450.00	450.00	
5870	ONE 22, INC.	5142	3RD QUARTER PAYMENT	03/31/2024	40,500.00	40,500.00	04/08/2024
5870	ONE 22, INC.	5153	TCII REGISTRATION	04/03/2024	937.50	937.50	04/08/2024
Total 5870:					41,437.50	41,437.50	
7415	PENNY, BRAD	032024	CDL REIMB	03/20/2024	86.50	86.50	04/08/2024
7415	PENNY, BRAD	032724	HAZMAT COURSE	03/27/2024	68.67	68.67	04/08/2024
7415	PENNY, BRAD	032724	CDL REGISTRATION	03/27/2024	47.25	47.25	04/08/2024
Total 7415:					202.42	202.42	
4801	PHILLIPS, JAMES	040324	REIMBURSE FOR TRAILER PLU	04/03/2024	49.42	49.42	04/08/2024
Total 4801:					49.42	49.42	
4894	PLATT	4T60221	GREEN LEDS	02/27/2024	5,861.26	5,861.26	04/08/2024
Total 4894:					5,861.26	5,861.26	
6260	POLISEO, FLOREN	031824	reimbursement for bagels	03/18/2024	46.80	46.80	04/08/2024
Total 6260:					46.80	46.80	
4550	PORTER'S OFFICE PRODUCTS	852697-0	REFILL SERIES,PENS	01/04/2024	37.10	37.10	04/08/2024
Total 4550:					37.10	37.10	
6483	PREMIER TRUCK- SALT LAKE C	775584416	MOTOR WIND	03/08/2024	213.99	.00	
Total 6483:					213.99	.00	
6613	QUADIENT FINANCE USA, INV	032724	POSTAGE	03/27/2024	1,000.00	1,000.00	04/08/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6613:					1,000.00	1,000.00	
7066	R & A SAFETY LLC	43813	DOT PRE EMPLOY	01/29/2024	90.50	90.50	04/08/2024
7066	R & A SAFETY LLC	43825	DOT RANDOM	02/07/2024	90.50	90.50	04/08/2024
7066	R & A SAFETY LLC	43871	DOT RANDOM	02/17/2024	206.00	206.00	04/08/2024
7066	R & A SAFETY LLC	43936	DOT RANDOM	02/28/2024	115.50	115.50	04/08/2024
7066	R & A SAFETY LLC	44072	DOT RANDOM	03/21/2024	115.50	115.50	04/08/2024
7066	R & A SAFETY LLC	44085	POST ACCIDENT	03/22/2023	115.50	115.50	04/08/2024
7066	R & A SAFETY LLC	44114	DOT RANDOM	03/28/2024	115.50	115.50	04/08/2024
7066	R & A SAFETY LLC	44120	DOT RANDOM	03/27/2024	90.50	90.50	04/08/2024
Total 7066:					939.50	939.50	
4869	RIDGELINE EXCAVATION INC	1886	BLOW FAIRGROUNDS	03/31/2024	1,260.00	1,260.00	04/08/2024
Total 4869:					1,260.00	1,260.00	
861	ROTARY CLUB OF JACKSON H	1115	MEMBERSHIP DUES TYLER SIN	04/01/2024	42.30	42.30	04/08/2024
861	ROTARY CLUB OF JACKSON H	1204	MEMBERSHIP DUES TYLER SIN	04/01/2024	275.00	275.00	04/08/2024
Total 861:					317.30	317.30	
2850	RT1 INC	032024	SHIPPING CHARGES	03/20/2024	22.89	22.89	04/08/2024
Total 2850:					22.89	22.89	
5812	RUI INC. DBA VILLAGE GARDN	2285	SNOW REMOVAL	03/01/2024	506.24	506.24	04/08/2024
5812	RUI INC. DBA VILLAGE GARDN	2318	SNOW REMOVAL	02/29/2024	75.00	75.00	04/08/2024
Total 5812:					581.24	581.24	
3694	RUSH INTERNATIONAL TRUCK	3036341968	BELT,RETRACTOR,LATCH,BUC	03/08/2024	504.70	504.70	04/08/2024
Total 3694:					504.70	504.70	
234	RYAN, JOHN	031924	REIMBURSE DOT PHYSICAL	03/19/2024	95.00	95.00	04/08/2024
Total 234:					95.00	95.00	
7032	SANCHEZ-MACHUCA, ROSA	032024	EQUITY TASK FORCE	03/20/2024	450.00	450.00	04/08/2024
Total 7032:					450.00	450.00	
6424	SCHECHTER, JONATHAN	040524	REIMBURSE AIRFARE LIENZ	04/05/2024	1,850.00	1,850.00	04/08/2024
Total 6424:					1,850.00	1,850.00	
6323	SHELL EQUIPMENT COMPANY	1192	ASSEMBLY DRIVER SIDE	03/11/2024	214.04	214.04	04/08/2024
Total 6323:					214.04	214.04	
4359	SHERWIN-WILLIAMS CO.	5157-0	SPR INT SA EXTRA HANSEN AL	02/28/2024	66.84	66.84	04/08/2024
4359	SHERWIN-WILLIAMS CO.	5181-0	SPR INT SA EXTRA HANSEN AL	02/29/2024	50.37	50.37	04/08/2024
Total 4359:					117.21	117.21	
6365	SIGN IT NOW INC	10429	POP UP TENT WITH SIDE WALL	03/13/2024	1,910.54	1,910.54	04/08/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6365:					1,910.54	1,910.54	
4720	SILVERSTAR	554639 040124	circuit,internet and voice services	03/04/2024	2,696.16	2,696.16	04/08/2024
4720	SILVERSTAR	654791 0424	MONTHLY SERVICES 654791	04/01/2024	869.73	869.73	04/08/2024
Total 4720:					3,565.89	3,565.89	
7430	SIMPLY NUC, INC	12401521	AIRSERVER CONNECT 3	03/12/2024	10,013.46	10,013.46	04/08/2024
Total 7430:					10,013.46	10,013.46	
7062	SJOBERG, HANNA	022224	travel reimbursement to WYDOT	02/22/2024	78.68	78.68	04/08/2024
Total 7062:					78.68	78.68	
236	SMITH POWER PRODUCTS,INC	3231265	OUTGOING FREIGHT	03/05/2024	70.55	70.55	04/08/2024
Total 236:					70.55	70.55	
5632	SNAKE RIVER MEP COMPLETE,	8672	SNOW KING	03/05/2024	435.00	435.00	04/08/2024
Total 5632:					435.00	435.00	
4699	SNAKE RIVER ROASTING	803976	COFFEE	03/12/2024	227.80	227.80	04/08/2024
4699	SNAKE RIVER ROASTING	804115	COFFEE	03/28/2024	113.90	113.90	04/08/2024
Total 4699:					341.70	341.70	
5456	Snow King Mountain Resort LLC	031824	return hydrant deposit	03/18/2024	2,000.00	2,000.00	04/08/2024
Total 5456:					2,000.00	2,000.00	
7050	SOSA'S JANITORIAL SERVICE	022924	FEB-MARCH CLEANING	02/29/2024	5,400.00	5,400.00	04/08/2024
7050	SOSA'S JANITORIAL SERVICE	033024	TOWN HALL MARCH CLEANING	03/30/2024	5,400.00	5,400.00	04/08/2024
7050	SOSA'S JANITORIAL SERVICE	040424	CLEANING TOWN HALL	04/04/2024	5,400.00	5,400.00	04/08/2024
Total 7050:					16,200.00	16,200.00	
3961	SPECTRUM	173067801030	INTERNET	03/07/2024	99.99	99.99	04/08/2024
Total 3961:					99.99	99.99	
1505	SPRING CREEK ANIMAL HOSPI	5334623301	EXAMS	03/06/2024	117.37	117.37	04/08/2024
1505	SPRING CREEK ANIMAL HOSPI	5334623907	EXAMS	03/20/2024	88.48	88.48	04/08/2024
1505	SPRING CREEK ANIMAL HOSPI	5334624185	EXAM	03/27/2024	61.22	61.22	04/08/2024
1505	SPRING CREEK ANIMAL HOSPI	5334624186	EXAM	03/27/2024	74.03	74.03	04/08/2024
1505	SPRING CREEK ANIMAL HOSPI	5334624187	pd fel	03/27/2024	32.79	32.79	04/08/2024
Total 1505:					373.89	373.89	
6838	SPSC POA - South Park Services	040124	MONTHLY CHARGES	04/01/2024	303.82	303.82	04/08/2024
Total 6838:					303.82	303.82	
4513	STANARD & ASSOCIATES, INC	SA000057436	online testing	03/28/2024	612.50	612.50	04/08/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4513:					612.50	612.50	
6871	STANDARD INSURANCE COMP	020124	VOLUNTARY POLICES	02/01/2024	2,032.47	2,032.47	03/12/2024
6871	STANDARD INSURANCE COMP	020124	FEB LTD, STD, AND LIFE	02/01/2024	7,171.26	7,171.26	03/12/2024
6871	STANDARD INSURANCE COMP	020124	VOLUNTARY LIFE	02/01/2024	1,079.00	1,079.00	03/12/2024
6871	STANDARD INSURANCE COMP	030124	VOLUNTARY LIFE	03/01/2024	1,062.50	1,062.50	03/13/2024
6871	STANDARD INSURANCE COMP	030124	MARCH LTD, STD, AND LIFE	03/01/2024	7,022.86	7,022.86	03/13/2024
6871	STANDARD INSURANCE COMP	030124	MARCH VOLUNTARY POLICES	03/01/2024	2,032.47	2,032.47	03/13/2024
Total 6871:					20,400.56	20,400.56	
251	STANDARD PLUMBING SUPPLY	WFH750	SLOAN VACUUM	02/01/2024	3.25	3.25	04/08/2024
251	STANDARD PLUMBING SUPPLY	WJRP80	QUART CLOBBER	03/11/2024	29.72	29.72	04/08/2024
251	STANDARD PLUMBING SUPPLY	WKPS80	FLUSH VALVE BRADD HEAD	03/20/2024	244.40	244.40	04/08/2024
251	STANDARD PLUMBING SUPPLY	WKR264	1/2 COP PRESS COUP	03/21/2024	12.28	12.28	04/08/2024
Total 251:					289.65	289.65	
6091	STEP BACK LEADERSHIP CON	0949	BALACNE FO DENISON SURVE	03/13/2024	30,000.00	30,000.00	04/08/2024
Total 6091:					30,000.00	30,000.00	
7088	STONE, KIRK	050124	3585 CANADIAN MAY RENT	05/01/2024	2,940.00	2,940.00	04/08/2024
Total 7088:					2,940.00	2,940.00	
7076	SUSTAINABLE STRATEGIES DC	3828	consultatn grant services	03/01/2024	7,500.00	7,500.00	04/08/2024
Total 7076:					7,500.00	7,500.00	
1443	TETON COUNTY CLERK	030124	FEBRUARY FIRE EMS	03/01/2024	262,822.75-	262,822.75-	03/11/2024
1443	TETON COUNTY CLERK	040124	REFUND DOUBLE PAYMENT OF	04/01/2024	416,633.77	416,633.77	04/08/2024
1443	TETON COUNTY CLERK	040124A	PARK AND REC MONTHLY CON	04/01/2024	229,485.17	229,485.17	04/08/2024
1443	TETON COUNTY CLERK	040124B	HOUSING MONTHLY CONTRIBU	04/01/2024	45,691.92	45,691.92	04/08/2024
1443	TETON COUNTY CLERK	040124C	FIRE EMS MONTHLY CONTRIB	04/01/2024	262,822.75	262,822.75	04/08/2024
Total 1443:					691,810.86	691,810.86	
581	TETON COUNTY INTEGRATED	040124	2023 4TH QUARTER DISPOSAB	04/01/2024	28,276.18	28,276.18	04/08/2024
581	TETON COUNTY INTEGRATED	9479	E WASTE	03/19/2024	21.50	21.50	04/08/2024
Total 581:					28,297.68	28,297.68	
2362	TETON COUNTY PUBLIC HEALT	24-2299	DRINKING WATER TESTS	03/19/2024	200.00	200.00	04/08/2024
Total 2362:					200.00	200.00	
6902	TETON COUNTY PUBLIC WORK	2024-7	two 2 stilton	03/13/2024	32,532.65	32,532.65	04/08/2024
6902	TETON COUNTY PUBLIC WORK	2024-7	two 1	03/13/2024	5,074.93	5,074.93	04/08/2024
6902	TETON COUNTY PUBLIC WORK	2024-7	two 3	03/13/2024	42.28	42.28	04/08/2024
6902	TETON COUNTY PUBLIC WORK	2024-7	two 2 stp	03/13/2024	109.10	109.10	04/08/2024
6902	TETON COUNTY PUBLIC WORK	2024-7	two4	03/13/2024	2,453.75	2,453.75	04/08/2024
Total 6902:					40,212.71	40,212.71	
1614	TETON COUNTY-FUND 10	040124	MARCH DISPATCH	04/01/2024	74,994.83	74,994.83	04/08/2024
1614	TETON COUNTY-FUND 10	040124A	MARCH PLANNING	04/01/2024	11,773.77	11,773.77	04/08/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1614	TETON COUNTY-FUND 10	040124A	MARCH PLANNING	04/01/2024	14,346.69	14,346.69	04/08/2024
1614	TETON COUNTY-FUND 10	040124B	MARCH PATHWAYS	04/01/2024	8,634.74	8,634.74	04/08/2024
1614	TETON COUNTY-FUND 10	040124C	FEBRUARY PLANNING	04/01/2024	28,507.22	28,507.22	04/08/2024
1614	TETON COUNTY-FUND 10	040124D	MARH ADMIN BILLING	04/01/2024	1,554.04	1,554.04	04/08/2024
Total 1614:					139,811.29	139,811.29	
3027	TETON COUNTY-FUND 13	040124	MARCH CAPITAL	04/01/2024	75,180.56	75,180.56	04/08/2024
Total 3027:					75,180.56	75,180.56	
166	TETON COUNTY-FUND 19	040124	MARCH CAPITAL	04/01/2024	877,600.83	877,600.83	04/08/2024
166	TETON COUNTY-FUND 19	040124	MARCH CAPITAL	04/01/2024	17,472.00	17,472.00	04/08/2024
Total 166:					895,072.83	895,072.83	
392	TETON LITERACY CENTER	040324	4TH QUARTER PAYMENT	04/03/2024	6,700.00	6,700.00	04/08/2024
Total 392:					6,700.00	6,700.00	
268	TETON MOTORS INC	5108628	MOLDING	12/21/2023	69.98	69.98	04/08/2024
268	TETON MOTORS INC	5109059 1	TRAILER HITCH	02/01/2024	355.00	355.00	04/08/2024
268	TETON MOTORS INC	5109093	BELT KIT	02/05/2024	175.02	175.02	04/08/2024
268	TETON MOTORS INC	5109389	JOINT KIT	03/06/2024	65.43	65.43	04/08/2024
268	TETON MOTORS INC	5109468 1	SL N PAD KIT	03/15/2024	611.18	611.18	04/08/2024
268	TETON MOTORS INC	5109471 1	SL N LOCK	03/15/2024	253.23	253.23	04/08/2024
268	TETON MOTORS INC	5109473	ABSORBER	03/15/2024	635.85	635.85	04/08/2024
268	TETON MOTORS INC	5109497	CONNECTORS	03/19/2024	407.16	407.16	04/08/2024
268	TETON MOTORS INC	5109612	CREDIT	04/01/2024	179.86-	179.86-	04/08/2024
268	TETON MOTORS INC	5109614	CORE	04/01/2024	75.00-	75.00-	04/08/2024
Total 268:					2,317.99	2,317.99	
5895	TETON MOUNTAIN RANCH	2499	LUMBER	10/28/2023	900.00	900.00	04/08/2024
5895	TETON MOUNTAIN RANCH	2511	LUMBER	12/04/2023	300.00	300.00	04/08/2024
Total 5895:					1,200.00	1,200.00	
6992	TETON ROPE ACCESS AND SE	1133	SNOW REMOVAL	02/24/2024	1,332.50	1,332.50	04/08/2024
6992	TETON ROPE ACCESS AND SE	1136	SNOW REMOVEL	02/24/2024	827.50	827.50	04/08/2024
6992	TETON ROPE ACCESS AND SE	1139	SNOW REMOVAL	02/24/2024	637.50	637.50	04/08/2024
6992	TETON ROPE ACCESS AND SE	1153	SNOW REMOWEL	03/12/2024	1,916.25	1,916.25	04/08/2024
6992	TETON ROPE ACCESS AND SE	1156	SNOW REMOVAL	03/12/2024	620.00	620.00	04/08/2024
6992	TETON ROPE ACCESS AND SE	1165	MIS WORK	03/18/2024	200.00	200.00	04/08/2024
6992	TETON ROPE ACCESS AND SE	1171	SNOW REMOVEL	03/18/2024	592.50	592.50	04/08/2024
Total 6992:					6,126.25	6,126.25	
3162	TETON TRASH REMOVAL, INC.	24 APR 549	TRASH 145 west hansen	04/01/2024	103.00	103.00	04/08/2024
Total 3162:					103.00	103.00	
154	THE CHILDREN'S LEARNING C	040124	QUARTERLY FUNDING	04/01/2024	37,822.75	37,822.75	04/08/2024
Total 154:					37,822.75	37,822.75	
6941	THE CONNOR E FIELD TRUST	050124	WILSON MAY RENT	05/01/2024	2,575.00	2,575.00	04/08/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6941:					2,575.00	2,575.00	
7131	THOMPSON LOGGING, INC	67576	RAN FINISHING LUMBER	03/08/2024	1,883.00	1,883.00	04/08/2024
Total 7131:					1,883.00	1,883.00	
3955	THOMSON WEST	849798735	SUBSCRIPTION CHARGES	03/01/2024	465.07	465.07	04/08/2024
3955	THOMSON WEST	849798735	SUBSCRIPTION CHARGES	03/01/2024	465.08	465.08	04/08/2024
3955	THOMSON WEST	849946556	INFORMATION CHARGES	04/01/2024	465.07	465.07	04/08/2024
3955	THOMSON WEST	849946556	INFORMATION CHARGES	04/01/2024	465.08	465.08	04/08/2024
Total 3955:					1,860.30	1,860.30	
6591	T-MOBILE	967529416 041	307-920-1060	03/28/2024	37.46	37.46	04/08/2024
Total 6591:					37.46	37.46	
6363	TMSC LLC	2024-005-04	BAY LIGHTING	03/06/2024	10,518.38	10,518.38	04/08/2024
6363	TMSC LLC	2024-005-05	BAY LIGHTING	03/31/2024	6,586.64	6,586.64	04/08/2024
Total 6363:					17,105.02	17,105.02	
7311	TOP TIER TOOLS LLC	CEP37273090	PRYBAR STEEL BORE BRUSH	03/12/2024	55.65	55.65	04/08/2024
Total 7311:					55.65	55.65	
7284	UCM DIGITAL HEALTH, INC	36756	FEBRUARY PREMIUM	02/01/2024	143.00	143.00	03/12/2024
7284	UCM DIGITAL HEALTH, INC	37641	MARCH PREMIUM	03/01/2024	1,280.50	1,280.50	03/13/2024
Total 7284:					1,423.50	1,423.50	
7374	UNITED EDUCATION INSTITUTE	24-04-24-148	special training cdl	03/01/2024	1,964.00	1,964.00	04/08/2024
Total 7374:					1,964.00	1,964.00	
706	USA BLUE BOOK	INV00320537	SAMPLE CELLS	03/29/2024	328.10	328.10	04/08/2024
706	USA BLUE BOOK	INV00320891	MOLYBDENUM	04/01/2024	664.00	664.00	04/08/2024
706	USA BLUE BOOK	INV00321130	LOCATER	04/01/2024	998.95	998.95	04/08/2024
Total 706:					1,991.05	1,991.05	
3881	VALLEY OFFICE SYSTEMS	AR1275789	COLOR COPIER	03/15/2024	488.60	488.60	04/08/2024
Total 3881:					488.60	488.60	
1949	VERIZON WIRELESS	9958101879	wrong vendor	03/01/2024	87.00-	87.00-	04/09/2024
1949	VERIZON WIRELESS	9958101879	MONTHLY SERVICES	03/01/2024	11,874.50	11,874.50	04/09/2024
Total 1949:					11,787.50	11,787.50	
7176	VICTOR VILLAGE, LLC	050124	VICTOR MAY RENT	05/01/2024	1,560.00	1,560.00	04/08/2024
Total 7176:					1,560.00	1,560.00	
3420	VISA	Admin 2963 02	INDEED-PERSONNEL/TOWN CL	02/22/2024	239.14	239.14	03/19/2024
3420	VISA	Admin 2963 02	TJ MAXX-TOWN-WIDE SERVICE	02/22/2024	38.11	38.11	03/19/2024
3420	VISA	Admin 2963 02	AIRBNB-MAYOR & TOWN COUN	02/22/2024	2,188.80	2,188.80	03/19/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		Admin 2963 02	LODGE AT JACKSON HOLE-TO	02/22/2024	928.50	928.50	03/19/2024
3420 VISA		Admin 2963 02	PEARL STREET BAGELS-PERS	02/22/2024	50.00	50.00	03/19/2024
3420 VISA		Admin 2963 02	SNAKE RIVER BREWING-PERS	02/22/2024	157.49	157.49	03/19/2024
3420 VISA		Admin 2963 02	KENNY PRODUCTS-TOWN HAL	02/22/2024	438.25	438.25	03/19/2024
3420 VISA		Admin 2963 02	FORT AND FRAM-PERSONNEL/	02/22/2024	428.52	428.52	03/19/2024
3420 VISA		Admin 2963 02	AMAZON-TOWN-WIDE SERVICE	02/22/2024	46.63	46.63	03/19/2024
3420 VISA		Admin 2963 02	ALBERTSONS-TOWN-WIDE SE	02/22/2024	76.49	76.49	03/19/2024
3420 VISA		Admin 2963 02	PEARL STREET MARKET-TOWN	02/22/2024	114.00	114.00	03/19/2024
3420 VISA		Admin 2963 02	KEEFES FLOWERS-MAYOR & T	02/22/2024	56.99	56.99	03/19/2024
3420 VISA		Admin 2963 02	UNITED AIRLINES-MAYOR & TO	02/22/2024	281.80	281.80	03/19/2024
3420 VISA		Admin 2963 02	APWA WORK ZONE-PERSONNE	02/22/2024	375.00	375.00	03/19/2024
3420 VISA		Admin 2963 02	DOLLAR STORE-TOWN-WIDE S	02/22/2024	3.98	3.98	03/19/2024
3420 VISA		Admin 2963 02	TJ MAXX-TOWN-WIDE SERVICE	02/22/2024	25.41	25.41	03/19/2024
3420 VISA		Admin 2963 02	DOLLAR STORE-PERSONNEL/T	02/22/2024	2.12	2.12	03/19/2024
3420 VISA		Admin 2963 02	STAPLES-PERSONNEL/TOWN C	02/22/2024	176.96	176.96	03/19/2024
3420 VISA		ADMIN 5511 0	AMAZON-TOWN ATTORNEY	02/22/2024	185.48	185.48	03/19/2024
3420 VISA		Admin 6864 02	CHECKR-PUBLIC WORKS ADMI	02/22/2024	77.24	77.24	03/19/2024
3420 VISA		Admin 6864 02	LOCAL RESTAURANT-TOWN-WI	02/22/2024	2,790.68	2,790.68	03/19/2024
3420 VISA		Admin 6864 02	PEARL STREET-COMMUNITY D	02/22/2024	7.79	7.79	03/19/2024
3420 VISA		Admin 6864 02	PINKY G'S-COMMUNITY DEVEL	02/22/2024	66.55	66.55	03/19/2024
3420 VISA		Admin 6864 02	EVENT WELCOMING INTERN-C	02/22/2024	175.00	175.00	03/19/2024
3420 VISA		Admin 6864 02	CHECKR-PERSONNEL/TOWN C	02/22/2024	74.99	74.99	03/19/2024
3420 VISA		Animal 2344 02	STAPLES-ANIMAL SHELTER/CO	02/22/2024	45.00	45.00	03/19/2024
3420 VISA		Animal 2344 02	ALBERTSONS-ANIMAL SHELTE	02/22/2024	138.17	138.17	03/19/2024
3420 VISA		Animal 2344 02	CHEWY-ANIMAL SHELTER/CON	02/22/2024	181.89	181.89	03/19/2024
3420 VISA		Animal 2344 02	DOLLAR TREE-ANIMAL SHELTE	02/22/2024	23.75	23.75	03/19/2024
3420 VISA		Animal 2344 02	ALLIVET-ANIMAL SHELTER/CO	02/22/2024	69.53	69.53	03/19/2024
3420 VISA		Animal 2344 02	ALBERTSONS-ANIMAL SHELTE	02/22/2024	145.77	145.77	03/19/2024
3420 VISA		Animal 2344 02	SMITHS-ANIMAL SHELTER/CON	02/22/2024	103.94	103.94	03/19/2024
3420 VISA		CD 1016 02/22	WELCOMING INTER-COMMUNI	02/22/2024	175.00	175.00	03/19/2024
3420 VISA		CD 1016 02/22	WELCOMING AMERICA-COMMU	02/22/2024	200.00	200.00	03/19/2024
3420 VISA		CD 1016 02/22	UNITED-COMMUNITY DEVELOP	02/22/2024	17.00	17.00	03/19/2024
3420 VISA		CD 1016 02/22	ALBERTSONS-COMMUNITY DE	02/22/2024	24.16	24.16	03/19/2024
3420 VISA		CD 1016 02/22	MAILCHIMP-COMMUNITY DEVE	02/22/2024	75.00	75.00	03/19/2024
3420 VISA		CD 1016 02/22	UNITED-COMMUNITY DEVELOP	02/22/2024	334.10	334.10	03/19/2024
3420 VISA		Council 6593 0	WORT HOTEL-TOWN-WIDE SER	02/22/2024	4,320.56	4,320.56	03/19/2024
3420 VISA		Council 8581 0	ANONG THAI CUISINE-MAYOR	02/22/2024	54.58	54.58	03/19/2024
3420 VISA		Council 8581 0	MOODY'S-MAYOR & TOWN CO	02/22/2024	47.34	47.34	03/19/2024
3420 VISA		Council 8581 0	KUM N GO-MAYOR & TOWN CO	02/22/2024	8.47	8.47	03/19/2024
3420 VISA		IT 6908 02/22/2	APPLE-INFORMATION TECHNO	02/22/2024	149.00	149.00	02/16/2024
3420 VISA		IT 6908 02/22/2	DISH NETWORK-TOWN-WIDE S	02/22/2024	144.74	144.74	02/16/2024
3420 VISA		IT 6908 02/22/2	APPLE-INFORMATION TECHNO	02/22/2024	149.00	149.00	02/16/2024
3420 VISA		IT 6908 02/22/2	APPLE-INFORMATION TECHNO	02/22/2024	499.00	499.00	02/16/2024
3420 VISA		IT 6908 02/22/2	GARMIN-INFORMATION TECHN	02/22/2024	64.95	64.95	02/16/2024
3420 VISA		IT 6908 02/22/2	APPLE-INFORMATION TECHNO	02/22/2024	530.00	530.00	02/16/2024
3420 VISA		IT 6908 02/22/2	SIDEWINDERS-INFORMATION T	02/22/2024	216.66	216.66	02/16/2024
3420 VISA		IT 6908 02/22/2	ETSY-INFORMATION TECHNOL	02/22/2024	31.45	31.45	02/16/2024
3420 VISA		IT 6908 02/22/2	APPLE-INFORMATION TECHNO	02/22/2024	3,899.00	3,899.00	02/16/2024
3420 VISA		IT 6908 02/22/2	APPLE-INFORMATION TECHNO	02/22/2024	99.00	99.00	02/16/2024
3420 VISA		IT 6908 02/22/2	GO DADDY-INFORMATION TEC	02/22/2024	110.32	110.32	02/16/2024
3420 VISA		IT 6908 02/22/2	APPLE-INFORMATION TECHNO	02/22/2024	3,899.00	3,899.00	02/16/2024
3420 VISA		IT 6908 02/22/2	IPHONE PAYMENT-INFORMATIO	02/22/2024	69.50	69.50	02/16/2024
3420 VISA		IT 6908 02/22/2	THAI PLATE-INFORMATION TEC	02/22/2024	22.19	22.19	02/16/2024
3420 VISA		IT 6908 02/22/2	AMAZON-INFORMATION TECHN	02/22/2024	78.99	78.99	02/16/2024
3420 VISA		IT 6908 02/22/2	PEARL STREET BAGELS-INFOR	02/22/2024	37.20	37.20	02/16/2024
3420 VISA		P&B 6098 02/2	ENTERPRISE-BUILDING INSPE	02/22/2024	594.31	594.31	03/19/2024
3420 VISA		P&B 6098 02/2	JACKSON HOLE AIRPORT-BUIL	02/22/2024	102.00	102.00	03/19/2024
3420 VISA		P&B 6098 02/2	BEST WESTERN-BUILDING INS	02/22/2024	498.35	498.35	03/19/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		PD 0355 02/22/	HERTZ-POLICE - PATROL	02/22/2024	273.86	273.86	03/19/2024
3420 VISA		PD 0355 02/22/	AMERICAN AIRLINES-POLICE -	02/22/2024	48.48	48.48	03/19/2024
3420 VISA		PD 0355 02/22/	5.11 INC-POLICE SPECIAL OPE	02/22/2024	275.60	275.60	03/19/2024
3420 VISA		PD 0355 02/22/	AMERICAN ASSOC OF POLICE-	02/22/2024	375.00	375.00	03/19/2024
3420 VISA		PD 0355 02/22/	UPS-POLICE - INVESTIGATIONS	02/22/2024	12.34	12.34	03/19/2024
3420 VISA		PD 0355 02/22/	WAYFAIR-POLICE - ADMINISTR	02/22/2024	464.25	464.25	03/19/2024
3420 VISA		PD 0355 02/22/	AMERICAN AIRLINES-POLICE -	02/22/2024	779.70	779.70	03/19/2024
3420 VISA		PD 0355 02/22/	TACTIAL GEAR-POLICE - PATR	02/22/2024	711.45	711.45	03/19/2024
3420 VISA		PD 1064 02/22/	5.11 INC-POLICE SPECIAL OPE	02/22/2024	262.88	262.88	03/19/2024
3420 VISA		PD 1064 02/22/	5.11 INC-POLICE - INVESTIGATI	02/22/2024	889.34	889.34	03/19/2024
3420 VISA		PD 1064 02/22/	5.11 INC-POLICE SPECIAL OPE	02/22/2024	122.96	122.96	03/19/2024
3420 VISA		PD 1064 02/22/	GALLS-POLICE - INVESTIGATIO	02/22/2024	84.11	84.11	03/19/2024
3420 VISA		PD 1064 02/22/	GALLS-POLICE SPECIAL OPER	02/22/2024	842.60	842.60	03/19/2024
3420 VISA		PD 1115 02/22/	LYFT-POLICE - ADMINISTRATIO	02/22/2024	26.82	26.82	03/19/2024
3420 VISA		PD 1115 02/22/	SIGNATURE COINS-POLICE - A	02/22/2024	1,728.00	1,728.00	03/19/2024
3420 VISA		PD 1123 02/22/	OTIS TECHNOLOGY-POLICE - P	02/22/2024	123.13	123.13	03/19/2024
3420 VISA		PD 1123 02/22/	TETON TAILS-POLICE - PATROL	02/22/2024	26.50	26.50	03/19/2024
3420 VISA		PD 1255 02/22/	TORMACK CUSTOM PRINTING-	02/22/2024	1,161.00	1,161.00	03/19/2024
3420 VISA		PD 1255 02/22/	WRIST BAND-POLICE - ADMINI	02/22/2024	209.79	209.79	03/19/2024
3420 VISA		PD 1255 02/22/	GANNETTE GRILL-POLICE - INV	02/22/2024	41.42	41.42	03/19/2024
3420 VISA		PD 1255 02/22/	UPS-POLICE - INVESTIGATIONS	02/22/2024	29.33	29.33	03/19/2024
3420 VISA		PD 6825 02/22/	EXXON-POLICE - PATROL	02/22/2024	26.35	26.35	03/19/2024
3420 VISA		PD 6825 02/22/	SINCLAIR-POLICE - PATROL	02/22/2024	34.76	34.76	03/19/2024
3420 VISA		PD 6825 02/22/	EXXON-POLICE - PATROL	02/22/2024	19.24	19.24	03/19/2024
3420 VISA		PD 6825 02/22/	SINCLAIR-POLICE - PATROL	02/22/2024	30.77	30.77	03/19/2024
3420 VISA		PD 6825 02/22/	PHILLIPS 66-POLICE - PATROL	02/22/2024	23.57	23.57	03/19/2024
3420 VISA		PW 4142 02/22	AMAZON-SEWER DEPARTMEN	02/22/2024	90.00	90.00	03/19/2024
3420 VISA		PW 4142 02/22	CASPER COLLEGE-WATER DEP	02/22/2024	13.36	13.36	03/19/2024
3420 VISA		PW 4142 02/22	EGUAGE-SEWER DEPARTMEN	02/22/2024	20.00	20.00	03/19/2024
3420 VISA		PW 4142 02/22	AMAZON-FLEET SHOP	02/22/2024	113.96	113.96	03/19/2024
3420 VISA		PW 4142 02/22	AMAZON-PUBLIC WORKS	02/22/2024	43.70	43.70	03/19/2024
3420 VISA		PW 4142 02/22	APWA-TOWN ENGINEER	02/22/2024	75.00	75.00	03/19/2024
3420 VISA		PW 4142 02/22	EL ABUELITO-WATER DEPARTM	02/22/2024	187.00	187.00	03/19/2024
3420 VISA		PW 4142 02/22	AMAZON-FLEET SHOP	02/22/2024	207.00	207.00	03/19/2024
3420 VISA		PW 4142 02/22	AMAZON-PUBLIC WORKS	02/22/2024	142.00	142.00	03/19/2024
3420 VISA		PW 4142 02/22	CASPER COLLEGE-WATER DEP	02/22/2024	394.00	394.00	03/19/2024
3420 VISA		PW 4704 02/22	AMAZON-SPORTS AND EVENT	02/22/2024	254.86	254.86	03/19/2024
3420 VISA		PW 4704 02/22	LORMAN-TOWN ENGINEER	02/22/2024	594.15	594.15	03/19/2024
3420 VISA		PW 4704 02/22	ALBERTSONS-PUBLIC WORKS	02/22/2024	49.03	49.03	03/19/2024
3420 VISA		PW 4704 02/22	PSI TESTING-SEWER DEPART	02/22/2024	100.00	100.00	03/19/2024
3420 VISA		PW 4704 02/22	BLINDS.COM-EMPLOYEE HOUS	02/22/2024	570.31	570.31	03/19/2024
3420 VISA		PW 4704 02/22	CUTTY'S-PUBLIC WORKS	02/22/2024	630.00	630.00	03/19/2024
3420 VISA		PW 4704 02/22	AMAZON-PUBLIC WORKS	02/22/2024	136.57	136.57	03/19/2024
3420 VISA		PW 4704 02/22	AMAZON-TOWN HALL BUILDIN	02/22/2024	495.92	495.92	03/19/2024
3420 VISA		PW 4704 02/22	AMAZON-SPORTS AND EVENT	02/22/2024	261.39	261.39	03/19/2024
3420 VISA		PW 4704 02/22	PSI TESTING-SEWER DEPART	02/22/2024	100.00	100.00	03/19/2024
3420 VISA		PW 4704 02/22	ALBERTSONS-SEWER DEPART	02/22/2024	40.66	40.66	03/19/2024
3420 VISA		PW 4704 02/22	BLINDS.COM-PUBLIC WORKS	02/22/2024	1,330.14	1,330.14	03/19/2024
3420 VISA		PW 4704 02/22	AMAZON-TOWN HALL BUILDIN	02/22/2024	254.08	254.08	03/19/2024
3420 VISA		START 1214 0	COMMUNITY TRANSPORTATIO	02/22/2024	1,125.00	1,125.00	03/19/2024
3420 VISA		START 4100 0	STAPLES-START	02/22/2024	151.40	151.40	03/19/2024
3420 VISA		START 4100 0	ALBERTSONS-START	02/22/2024	52.76	52.76	03/19/2024
3420 VISA		START 4100 0	ALBERTSONS-START	02/22/2024	14.98	14.98	03/19/2024
3420 VISA		START 4100 0	ALBERTSONS-START	02/22/2024	48.97	48.97	03/19/2024
3420 VISA		START 4100 0	STAPLES-START	02/22/2024	117.30	117.30	03/19/2024
3420 VISA		START 4100 0	STAPLES-START	02/22/2024	127.18	127.18	03/19/2024
3420 VISA		START 4100 0	CREDIT-START	02/22/2024	59.99-	59.99-	03/19/2024
3420 VISA		START 4100 0	QUALITY LOGO PRODUCTS-ST	02/22/2024	675.25	675.25	03/19/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	START 4100 0	STAPLES-START	02/22/2024	72.48	72.48	03/19/2024
3420	VISA	START 4100 0	CREEKSIDE-START	02/22/2024	232.84	232.84	03/19/2024
3420	VISA	START 4100 0	CREDIT-START	02/22/2024	59.99-	59.99-	03/19/2024
3420	VISA	START 4100 0	FASTOOL-START	02/22/2024	45.77	45.77	03/19/2024
3420	VISA	Victim 9126 02/	BUBBA'S-VICTIM SERVICES	02/22/2024	60.35	60.35	03/19/2024
3420	VISA	Victim 9126 02/	ELK COUNTRY INN-VICTIM SER	02/22/2024	169.50	169.50	03/19/2024
3420	VISA	Victim 9126 02/	COCA COLA-VICTIM SERVICES	02/22/2024	10.76	10.76	03/19/2024
3420	VISA	Victim 9126 02/	SURVEY HERO-VICTIM SERVIC	02/22/2024	299.00	299.00	03/19/2024
3420	VISA	Victim 9126 02/	CREDIT-VICTIM SERVICES	02/22/2024	169.50-	169.50-	03/19/2024
Total 3420:					43,805.28	43,805.28	
5022	VISION SERVICE PLAN - (WY)	819643406	February premium	01/17/2024	1,796.11	1,796.11	03/12/2024
5022	VISION SERVICE PLAN - (WY)	819869032	MARCH PREMIUM	02/17/2024	1,823.95	1,823.95	03/13/2024
Total 5022:					3,620.06	3,620.06	
7330	VOICES JACKSON HOLE	TOJ2024-2	SOCIAL SERVICES FUNDING	04/01/2024	7,500.00	7,500.00	04/08/2024
Total 7330:					7,500.00	7,500.00	
192	WEBER, MICHELLE	031124	airfaire to iacp	03/11/2024	617.20	617.20	04/08/2024
Total 192:					617.20	617.20	
7426	WERTHEIMER, REBACCA	031224	BAIL REFUND CASE 24-01-0054	03/12/2024	740.00	740.00	03/13/2024
Total 7426:					740.00	740.00	
6226	WEST COAST CODE CONSULT	UT24-579-002	PLAN REVIEW SERVICES	03/04/2024	730.00	730.00	04/08/2024
Total 6226:					730.00	730.00	
563	WESTBANK SANITATION	4474668T022	5450 RICKS ROAD	03/01/2024	1,118.15	1,118.15	04/08/2024
563	WESTBANK SANITATION	44968289T022	3585 CANADIAN DR	04/01/2024	140.99	140.99	04/08/2024
Total 563:					1,259.14	1,259.14	
6788	WESTERN CHARTERS AND TO	12074	BUS SERVICES	12/31/2023	38,045.00	38,045.00	04/08/2024
6788	WESTERN CHARTERS AND TO	12261	BUS SERVICES	01/31/2024	52,105.00	52,105.00	04/08/2024
6788	WESTERN CHARTERS AND TO	12382	BUS SERVICE	02/29/2024	52,990.00	52,990.00	04/08/2024
6788	WESTERN CHARTERS AND TO	12593	SHUTTLE BUSES	03/31/2024	54,010.00	54,010.00	04/08/2024
Total 6788:					197,150.00	197,150.00	
1640	WESTERN STATE	071223	SHORT PAID	07/12/2023	87.77	87.77	04/08/2024
1640	WESTERN STATE	IN002694974	REMOVE SALES TAXES CHARG	02/19/2024	141.32-	141.32-	04/08/2024
1640	WESTERN STATE	IN002710803	DISSASSEMBLE AND SCRAP SN	03/05/2024	340.00	340.00	04/08/2024
1640	WESTERN STATE	IN002711468	EDGE CUTTING BOLT AND NUT	03/05/2024	2,843.52	2,843.52	04/08/2024
1640	WESTERN STATE	IN002713330	RIGHT HAND ACME HEX NET	03/06/2024	129.72	129.72	04/08/2024
1640	WESTERN STATE	IN002730942	RING	03/22/2024	14.78	14.78	04/08/2024
1640	WESTERN STATE	IN002736173	LEVER DOWEL	03/27/2024	20.81	20.81	04/08/2024
Total 1640:					3,295.28	3,295.28	
472	WHITE GLOVE CLEANING, INC.	1770B	HOUSE CLEANING	02/28/2024	208.40	208.40	04/08/2024
472	WHITE GLOVE CLEANING, INC.	1776B	TRASH CANS	03/31/2024	256.13	256.13	04/08/2024
472	WHITE GLOVE CLEANING, INC.	1776B	SHELTER CLEANING	03/31/2024	1,590.72	1,590.72	04/08/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
472	WHITE GLOVE CLEANING, INC.	1784B	PARKING GARAGE	03/31/2024	250.00	250.00	04/08/2024
472	WHITE GLOVE CLEANING, INC.	1792B	2ND AND 3RD FLOOR	03/31/2024	400.00	400.00	04/08/2024
472	WHITE GLOVE CLEANING, INC.	1795B	Bunk House cleaning	03/31/2024	125.00	125.00	04/08/2024
472	WHITE GLOVE CLEANING, INC.	9421	PARKING GARAGE	02/29/2024	250.00	250.00	04/08/2024
472	WHITE GLOVE CLEANING, INC.	9422	PUBLIC WORKS	02/29/2024	1,500.00	1,500.00	04/08/2024
472	WHITE GLOVE CLEANING, INC.	9445	3 FLOORS	02/29/2024	400.00	400.00	04/08/2024
472	WHITE GLOVE CLEANING, INC.	9447	Bunk House cleaning	02/29/2024	125.00	125.00	04/08/2024
Total 472:					5,105.25	5,105.25	
7081	WILMA D SORSBY TRUST	050124	WILSON SORSBY MAY RENT	05/01/2024	3,150.00	3,150.00	04/08/2024
Total 7081:					3,150.00	3,150.00	
6117	WILSON, JOHN	050124	WILD FLOWER MAY RENT	05/01/2024	2,200.00	2,200.00	04/08/2024
Total 6117:					2,200.00	2,200.00	
3580	WILSON, JOSH	032924	SAFETY GLASSES	03/29/2024	250.00	250.00	04/08/2024
Total 3580:					250.00	250.00	
5489	WRENCH IT PLUMBING & HEATI	11483	145 W HANSEN	02/12/2024	886.51	886.51	04/08/2024
5489	WRENCH IT PLUMBING & HEATI	11484	955 MAPLE	02/12/2024	2,773.42	2,773.42	04/08/2024
Total 5489:					3,659.93	3,659.93	
3619	WY CHILD SUPPORT ENFORCE	032124	case #223670	03/21/2024	34.61	34.61	03/21/2024
3619	WY CHILD SUPPORT ENFORCE	032124	case 223669	03/21/2024	34.61	34.61	03/21/2024
3619	WY CHILD SUPPORT ENFORCE	040424	case #223670	04/04/2024	34.61	34.61	04/04/2024
3619	WY CHILD SUPPORT ENFORCE	040424	case 223669	04/04/2024	34.61	34.61	04/04/2024
Total 3619:					138.44	138.44	
4139	WY WORKERS' SAFETY & COM	032724	APRIL PREMIUM	03/27/2024	21,557.01	21,557.01	03/27/2024
Total 4139:					21,557.01	21,557.01	
3148	WYO CONFERENCE OF MUNI C	031124	municipal court conference 5 peo	03/11/2024	375.00	375.00	04/08/2024
Total 3148:					375.00	375.00	
4198	WYOMING FIRST AID & SAFETY	80006418	first aid kit resupply	04/03/2024	83.71	83.71	04/08/2024
Total 4198:					83.71	83.71	
406	WYOMING LAW ENFORCEMEN	040224	OET FEE MARCH 2024	04/02/2024	105.00	105.00	04/08/2024
Total 406:					105.00	105.00	
329	WYOMING RETIREMENT SYST	3105311938	MARCH CONTRIBUTIONS	03/27/2024	169,875.75	169,875.75	03/27/2024
Total 329:					169,875.75	169,875.75	
1764	WYOMING.COM INC	2204349	DOMAIN HOSTING	04/05/2024	5.00	5.00	04/08/2024
1764	WYOMING.COM INC	SVC#8	DOMAIN HOSTING	04/05/2024	5.00	5.00	04/08/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1764:					10.00	10.00	
2842	YELLOW IRON EXCAVATION, LL	240301031889	6905 HIGHWAY 22 WILSON	02/29/2024	100.00	100.00	04/08/2024
2842	YELLOW IRON EXCAVATION, LL	240301047474	400 WEST SNOW KING	02/29/2024	800.00	800.00	04/08/2024
2842	YELLOW IRON EXCAVATION, LL	240301047524	155 EAST PEARL	02/29/2024	315.00	315.00	04/08/2024
2842	YELLOW IRON EXCAVATION, LL	240301047547	675 WEST SNOW KING	02/29/2024	720.00	720.00	04/08/2024
2842	YELLOW IRON EXCAVATION, LL	240301047622	150 EAST PEARL	02/29/2024	405.00	405.00	04/08/2024
2842	YELLOW IRON EXCAVATION, LL	240329028309	940 SIMON	03/31/2024	40.00	40.00	04/08/2024
2842	YELLOW IRON EXCAVATION, LL	240329028505	455 VINE	03/31/2024	80.00	80.00	04/08/2024
2842	YELLOW IRON EXCAVATION, LL	240329028743	6905 HIGHWAY 22 WILSON	03/31/2024	50.00	50.00	04/08/2024
2842	YELLOW IRON EXCAVATION, LL	2404010421	675 WEST SNOW KING	03/31/2024	320.00	320.00	04/08/2024
2842	YELLOW IRON EXCAVATION, LL	240401060393	55 KARNS TRASH	03/31/2024	180.00	180.00	04/08/2024
2842	YELLOW IRON EXCAVATION, LL	240401060395	150 EAST PEARL	03/31/2024	180.00	180.00	04/08/2024
2842	YELLOW IRON EXCAVATION, LL	240401060471	400 WEST SNOW KING	03/31/2024	640.00	640.00	04/08/2024
2842	YELLOW IRON EXCAVATION, LL	240401060475	155 EAST PEARL	03/31/2024	140.00	140.00	04/08/2024
2842	YELLOW IRON EXCAVATION, LL	324032902850	455 VINE	03/31/2024	80.00	80.00	04/08/2024
Total 2842:					4,050.00	4,050.00	
7431	YEVDOKIMOV, ANDREY	040124	RESTITUTION PAYMENT CASE	04/01/2024	1,500.00	1,500.00	04/01/2024
Total 7431:					1,500.00	1,500.00	
Grand Totals:					3,587,365.86	3,554,751.87	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY FINANCE REPORT FOR MARCH 2024**

During the month of March, the Court received \$46,324 in fines, costs, and fees.

39 cases were dismissed: 27 parking violations.

546 charges were filed: 483 parking violations, 63 summons.

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

CASES CLOSED IN MARCH (Non-Parking listed only):

<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
98642N	Battery	BF	500
18570P	Careless Driving	BF	90
18206P	Compulsory Auto Insurance	BF	280
99670N	Compulsory Auto Insurance	BF	285
99673N	Compulsory Auto Insurance	BF	285
01870M	Criminal trespass	BF	100
98641N	Criminal trespass	BF	250
03758L	Failure to Appear	BF	50
18708P	Failure to display valid license plate, tabs, permits	BF	90
18719P	Failure to stop at a red light	BF	140
18568P	Failure to yield ROW	BF	90
18627P	Following too Close	BF	90
18721P	Following too Close	BF	90
99238N	Limitations on Backing	BF	90
99671N	Limitations on Backing	BF	100
99246N	Motor vehicles -General	BF	100
18102P	Operating Under Suspended or revoked license	BF	440
18678P	Passing a school Bus	BF	100
98350N	Public intoxication	BF	100
18003P	Public intoxication	BF	135
18567P	Public intoxication	BF	135
98640N	Public intoxication	BF	135
98645N	Public intoxication	BF	135
186005521AC	Public Urination	BF	120
186005981AC	Public Urination	BF	120
99599N	Shoplifting-MUST APPEAR	BF	100
99600N	Shoplifting-MUST APPEAR	BF	100
18004P	Speed Limits Generally 42/30	BF	99
98543N	Speed Limits Generally 54/30	BF	288
18154P	Speeding 40/30	BF	115
18155P	Speeding 50/30	BF	170
18715P	Speeding urban - 46/30 mph zone	BF	202
18673P	Stop Sign Violation	BF	140
18720P	Turning left at intersection	BF	90
18724P	Turning left at intersection	BF	90
99439N	Turning left at intersection	BF	90
18705P	Unsafe Turning Movement	BF	90
18717P	Valid license plate/temp permit required	BF	70
99245N	Valid license plate/temp permit required	BF	70
99242N	Valid license plate/temp permit required	BF	140
18592P	Compulsory Auto Insurance	D- Per Town's Motion	0
99244N	Dog bite causing wound	D- Per Town's Motion	0
98236N	Failure to Obey Traffic Control Device	D- Per Town's Motion	0
98643N	Public intoxication	D- Per Town's Motion	0
99462N	state statute not adopted	D- Per Town's Motion	0
18571P	Valid license plate/temp permit required	D- Per Town's Motion	0
18203P	Compulsory Auto Insurance	D- Provided valid information	0
99339N	Following too Close	D- TS	0
186003220AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	DA - In accordance with W.S. 7-13-301	760
186004062AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	DA - In accordance with W.S. 7-13-301	760
07089M	Drive/control veh under infl alcohol concentration 0.08% or more	DA - In accordance with W.S. 7-13-301	760
186002761AC	Drive/control veh under infl alcohol concentration 0.08% or more	DA - In accordance with W.S. 7-13-301	760
186004695AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	GP	810

STAFF REPORT



Meeting Date:	April 15, 2024	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	South Millward Water Main Replacement – Contract Award	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to approve funding and award of the contract to construct the 2024 South Millward Water Main Replacement Project between West Pearl Ave. and West Hansen Ave.

Requested Action.

Staff requests Council appropriate funding and award the contract for construction.

Recommendations.

Staff recommends appropriating funds and awarding the contract for construction of the 2024 South Millward Water Main Replacement Project to Westwood Curtis Construction, Inc. of Jackson, Wyoming.

Background.

In 2022, after observing severe leaking into the foundation excavations of the Jackson Street Apartments, the Town undertook an emergency water main replacement project to replace the water main in Millward St. between Kelly Ave. and Hansen Ave. During the 2022 project significant signs of aging and damage to the existing water main were confirmed. This 2024 Millward Water Main Replacement project is a continuation of the replacement of the water main that is known to be of the same material and in similar poor condition as the water main replaced in the 2022 project. There is high level of concern that the main could rupture if not replaced soon. The project aligns with the goal to replace older water mains pro-actively rather than reactively like in 2022.



With respect to the project before Council today, the proposed project generally consists of installation of approximately 830 lineal feet of new 12-inch water main with services, paving, surface restoration, and abandonment of the existing waterline on South Millward St. between West Hansen Ave. and West Pearl Ave., and replacement of surface material within the Pearl/Millward intersection to improve multi-modal access. The project is scheduled to be completed in 2024 and will involve construction during the summer months. Generally, during construction, South Millward from West Hansen to West Pearl will be closed one block at a time and traffic will have a short detour around the construction site on either Glenwood or Jackson Streets. Staff will coordinate with the contractor to minimize disruption and notify the neighbors and stakeholders of work and progress.

Analysis & Key Policy Questions.

The Town received construction bids for the project on March 28, 2024. A total of 1 bid was received.

1. Westwood Curtis Construction, Inc. from (Wyoming) \$971,360.00

Repairing this water main in a timely manner is prudent and is a cost-effective way to mitigate higher reactive costs in the future. Delaying the project and rebidding for 2025 is not practical due to planned maintenance of the Broadway and Millward intersection by WYDOT in 2025. Further, staff does not anticipate that rebidding the project later would increase the number of bids and/or decrease costs. It would also imbalance planned future capital work. Staff will

coordinate with the contractor to optimize workflow and minimize costs where possible. Costs increases, contractor availability, scope of work bid vs budgeted, and the location of the project contribute to the cost of the work exceeding the budgeted amount.

Staff recommend funding and awarding the contract as bid. Does the council agree with staff's recommendation?

Possible Alternatives.

Possible alternatives for this item include:

- 1) Not appropriate additional funding and direct staff to reduce the scope of the contract to align with approved funding.
- 2) Reject the bid and rebid the project later.
 - a. This alternative is not recommended by the staff.

Comprehensive Plan & Priority Alignment.

This project supports the Town Comprehensive Plan and helps to fulfill the goal of providing and maintaining municipal services necessary to support the residential, business, environmental, and historical interests that define our community. Our services enhance the quality of life for those who live here and enhance the experience for our guests.

Fiscal Impact.

The estimated cost of design, survey, and construction as bid is \$1,000,000. The project will be funded with FY2024 Water Capital Funds. The adopted FY24 budget included \$500,000 for this project and the motion directs staff to amend the FY 24 budget (502-3392-59333-151) to \$1,000,000. The water fund maintains a reserve for project cost increases like this and has adequate reserves to fund this project.

Staff Impact.

There are approximately 8 hours of staff time coordinating with engineers and contractors. The Legal Department will have approximately 2-4 hours of contract review.

Some coordination between the Contractor and Engineering staff will be necessary. It is estimated that 10 to 20 hours/week of Public Works staff time shall be required if the contract is approved, and staff is directed to proceed with construction as scheduled.

Stakeholders include property owners adjacent the project, the public, and staff who maintain and operate the water system. Community outreach will begin after approval for all the businesses and residences along Millward St., Hansen Ave., Simpson Ave., and Peal Ave. with flyers and, when possible, in person meetings. There will be open communication with all businesses and residences via email updates.

Attachments or Links.

None.

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

I move to direct staff to:

1. Amend the FY24 budget as described herein with the next budget resolution, and
2. Award the contract to Westwood Curtis Construction, Inc., of Jackson, Wyoming, and
3. Authorize the mayor to execute a contract for construction subject to review and final approval by the Town Attorney and Town Engineer.

STAFF REPORT



Meeting Date:	April 15, 2024	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Continuity of Miller Park Use and Operation: Terminating Lease with Teton County and Entering Lease with 4-H	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider updated formal legal documents regarding Miller Park use and operation to ensure continuity of the current use and operation in light of the conclusion of 25-year leases governing the relationships between the Town, Teton County, and 4-H.

Requested Action.

Staff requests Council review and consider the lease documents attached to this staff report.

Recommendations.

Staff recommends Council approve the lease documents attached to this staff report.

Background.

The history of Miller Park begins in 1924 when Grace and Robert Miller entered a use and transfer agreement with the School District requiring the property to be used, generally speaking, for school buildings and school children, at the termination of which the property would transfer to the School District. In 1964 the property was quitclaimed to the School District. In 1998 the School District transferred Miller Park to the Town, at which time two leases were executed:

- 1) The Town and Teton County entered a 25-year ground lease, under which Teton County is responsible for taxes, utilities, insurance, and repairs.
- 2) Teton County and 4-H entered a 25-year ground lease for 4-H's use and occupancy of the 4-H Building (this is a sublease).

Despite considerable research through documents and the memories of long-term staff, the exact reasons for this particular arrangement – the Town leasing to Teton County and Teton County subleasing to 4-H – are not certain, though it may relate to the structure of the parks and recreation operations at the time. Nonetheless, the intent to maintain the land as a park and to ensure recreational and 4-H operations is continued on the property seems clear. Currently:

- 1) The Park is maintained and managed by the Parks and Rec Department, which is a joint department (it was not at the time of the original leases discussed above).
- 2) The 4-H building, constructed by 4-H which holds all title, ownership, rights, and interest in the building, is maintained by 4-H (it pays all costs, taxes, fees, utility, and operating expenses).
- 3) The Town-County Ground Lease is in place.

Analysis & Key Policy Questions.

This item is before Council because the 25-year leases come to conclusion in October 2024, when either renewal or termination needs to occur. Notably, the Town-County Ground Lease requires notice of intent terminate be provided no longer than 180 days prior to expiration and no sooner than 90 days. Thus, it must occur before May 2024. Specifically, the purpose of this item is for Town Council to consider terminating the unnecessary ground lease between the Town and Teton County and, instead, lease to 4-H directly, thus ensuring the continued operation of the 4-H building without a complicated three-party arrangement. The steps to doing so, and timing of each, are:

- 1) The Town provides notice that its ground lease with Teton County will not be renewed. This must happen, according to the Lease, before May and with Council's affirmative vote on this item, staff will send the notice.

- 2) A Termination of Ground Lease is executed and recorded to memorialize the termination the 25-year lease. The Town-County Ground Lease will terminate on October 31, 2024. With Council's affirmative vote on this item, staff will time this accordingly with the expiration.
- 3) The Town and 4-H will enter a direct ground lease to enable 4-H's continued use and occupancy of the 4-H Building. This needs to be in place to take effect November 1, 2024. The current lease between Teton County and 4H does not terminate until October 31, 2024 and with Council's affirmative vote on this item, staff will present a direct lease between the Town and 4H for Council consideration timely.

The Legal Department staff have been in contact with the Teton County Attorney's Office (Keith Gingery) and Teton County 4-H (Mary Martin and their attorney) for months and both parties are aware the leases are concluding and the need for some type of legal structure to continue the uses on Miller Park.

Possible Alternatives.

Council could elect to direct staff to:

- Renew the lease with the County.
- Not lease directly to 4-H.

Comprehensive Plan & Priority Alignment.

Section 8. Quality Community Service Provision "Timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner." Specifically, the "provision of . . . social, cultural and recreational services is central to residents' Quality of Life and a visitor's experience . . ."

Fiscal Impact.

There is no fiscal impact to these actions.

Staff Impact.

The staff impact of this item was most keenly felt in the Legal Department, comprising approximately 25 hours of work to understand the foundations underlying the legal arrangements discussed, plot an appropriate course forward, and draft this staff report.

Attachments or Links.

1. Town of Jackson notice to Teton County of nonrenewal of the Town-County Ground Lease (required under the Lease).
2. Termination of Ground Lease Agreement (for recordation in the Teton County Clerk's Office).
3. 1999 Ground Lease Between the Town and Teton County.

Suggested Motion.

I move to:

1. Approve the Town of Jackson notice to Teton County of nonrenewal of the Town-County Ground Lease Agreement;
2. Approve the termination of the Ground Lease Agreement and recordation of an appropriate document;
3. Direct staff to negotiate a ground lease between the Town of Jackson and 4H for the 4H Building in Miller Park and present it for Council consideration at a future Council meeting.



OFFICE OF THE TOWN MANAGER

Board of County Commissioners
Teton County, Wyoming
PO Box 1727
Jackson, WY 83001

Sent via certified mail, postage prepaid.

Date

To the Teton County Board of County Commissioners,

This letter is to formalize the mutual intention of Teton County and the Town of Jackson to terminate at the conclusion of its initial term on October 31, 2024, the Ground Lease Agreement ("Agreement") for Miller Park, entered on November 4, 1999. The parties will file a Termination of Ground Lease Agreement to record this termination. This letter further represents the written notice of intent to terminate the lease that is required by the Agreement.

If you have any questions, please do not hesitate to contact our office.

Thank you,

Tyler Sinclair
Town Manager
Town of Jackson
PO Box 1687
Jackson, WY 83001
tsinclair@jacksonwy.gov

CC: Teton County Attorney's Office, kgingery@tetoncounty.gov



TERMINATION OF GROUND LEASE AGREEMENT

This Termination of Ground Lease Agreement ("**Termination Agreement**") is made and entered into as of the date of the last signature affixed hereto between the Town of Jackson, a municipal corporation of the State of Wyoming, ("**Lessor**") and the Board of County Commissioners, Teton County, Wyoming, a duly organized county with the State of Wyoming, ("**Lessee**").

RECITALS

WHEREAS, Lessor and Lessee entered into a Ground Lease Agreement on November 4, 1999, which was recorded in the land records of Teton County, Wyoming on February 28, 2000 as Document No. 0510250 ("**Ground Lease Agreement**"); and

WHEREAS, Lessor and Lessee mutually desire to terminate the Ground Lease Agreement at the completion of its initial twenty-five (25) year term on October 31, 2024.

NOW, THEREFORE, Lessor and Lessee agree as follows:

AGREEMENT

1. **Termination of Ground Lease Agreement.** The Ground Lease Agreement shall terminate on October 31, 2024. All terms and conditions of the Ground Lease Agreement shall remain in full force and effect until the termination date.
2. **Execution in Counterpart.** This Termination Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
3. **Applicable Law.** This Termination Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.
4. **Recording.** This Termination Agreement shall be duly recorded in the land records of Teton County, Wyoming.

[SIGNATURES ON THE FOLLOWING PAGES]

LESSOR:

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

Attest:

Riley Taylor, Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this _____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared Hailey Morton Levinson, as Mayor for the Town of Jackson, Wyoming, and Riley Taylor, as Town Clerk for the Town of Jackson, Wyoming, who are each personally known to me or have each established their identity and authority to me by reasonable proof.

Witness my hand and official seal.

(Seal)

Notary Public

LESSEE:

BOARD OF COUNTY COMMISSIONERS,
TETON COUNTY, WYOMING

Luther Propst, Chairman

Attest:

Maureen E. Murphy, Teton County Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this _____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared Luther Propst, as Chairman for the Board of County Commissioners, Teton County, Wyoming, and Maureen E. Murphy, as Teton County Clerk, who are each personally known to me or have each established their identity and authority to me by reasonable proof.

Witness my hand and official seal.

(Seal)

Notary Public

GROUND LEASE AGREEMENT

This Lease made this 4 day of November, 1999, between the Town of Jackson, Wyoming, of P.O. Box 1687, Jackson, Wyoming, hereinafter referred to as "LESSOR", and the Board of County Commissioners, Teton County, Wyoming, of P.O. Box 2099, Jackson, Wyoming 83001, hereinafter referred to as "LESSEE".

1. Demise. The Lessor leases to the Lessee the premises in the Town of Jackson, County of Teton, State of Wyoming, described as follows:

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

See Exhibit "A" attached hereto and by this reference made a part hereof

Except as the context may otherwise require, the above-mentioned premises being hereinafter referred to as the "premises" or the "demised premises".

To have and to hold the demised premises for and during the term hereof.

Together with all and singular the appurtenances, rights, interests, easements and privileges in any way pertaining thereto.

2. Term. The term of this Lease shall be twenty-five (25) years, commencing on the 4 day of November, 1999, and terminating on the 31st day of October, 2024 provided that the term of the Lease shall renew automatically for up to ten (10) renewal terms of five (5) years each provided that if any party hereto shall provide written notice of intent to terminate the Lease not more than one (1) year and not less than six (6) months prior to any renewal date, then this Lease shall terminate on the 31st day of January of the last year of the term of the Lease during which such notice of termination is given.

3. Rent. The Lessee shall pay to the Lessor for the demised premises during the term of this Lease, in lawful money of the United States, the sum of Two Hundred Fifty Dollars (\$250.00), Ten Dollars (\$10.00) for each lease year of the term of this Lease, said total sum being due and payable in full, in advance, upon execution of this Lease. Rent for each successive renewal period at the rate of \$10.00 per annum for a total of \$50.00 for each

Grantor: TOWN OF JACKSON
Grantee: BOARD OF COUNTY COMMISSIONERS
Doc 0510250 bk 394 pg 746-753 Filed at 3:38 on 02/28/00
Sherry L Daigle, Teton County Clerk fees: 0.00
By WENDY R GRALUND Deputy

successive renewal period shall be paid on or before the 1st day of February of each renewal period.

4. Erection of Building. The Lessee may, at its own cost, erect or by sub-lease cause to be erected upon the premises, a building, the design of which shall be approved by the Lessor, which approval shall not be unreasonably withheld, or by sub-lessee or otherwise allow the continuance, improvement, and expansion of existing improvements on the demised premises, subject to approval of all plans by Lessor, which approval will not be unreasonably withheld.

5. Ownership of Improvements. On the date of expiration of the term of this lease, Lessee shall retain ownership of all improvements constructed on the property. At the option of Lessee, Lessee may remove the improvements and restore the property to a condition suitable for use by future Lessees in a manner subject to approval of Lessor or may elect to sell the improvements to Lessor. In the event Lessee elects to sell the improvements to Lessor, each of Lessor and Lessee shall obtain an appraisal of the fair market value of the improvements as of the date of the termination of the lease, which appraisal shall assume, as an underlying fact, that the improvements are not required to be moved, but may continue to exist in their then current location for the reasonable useful life of the improvements. The purchase price for the improvements shall be the average of the two appraisals and shall be paid by Lessor to Lessee not less than six (6) months from the date of termination of the Lease.

6. Taxes. The Lessee, in addition to the rent provided for herein, shall pay all future taxes, assessments, duties, impositions and burdens assessed, if any, charged or imposed upon the improvements constructed by Lessee, and its personal furniture and fixtures, and all taxes upon Lessee in respect thereof and shall deliver to the Lessor upon request proper sufficient receipts and other evidence of the payment and discharge of the same.

7. Utilities. The Lessee shall pay all charges for sewer connection or capacity fee permits as well as monthly sewer charges and for water, electricity, gas, telephone and any other utilities used during the term of this Lease or any renewal thereof.

8. Assignments/Sub-Lease. Except as hereinafter provided, the Lessee shall not assign this Lease to any person, individual or corporation or sub-lease any portion, except with the Lessor's written consent, unless the

assignee or sub-lessee shall in the instrument of assignment or sub-lease expressly assume the Lessee's covenants and obligations hereunder, and unless the instrument of assignment or sub-lease shall be legal and sufficient for that purpose, and shall have been first submitted to and left with the Lessor for a period of ten (10) days before the delivery thereof to the assignee; it being hereby expressly agreed that any assignment which shall be made or attempted to be made in breach of the Lessee's covenants herein contained shall be void and of no effect; provided that the Lessee may at any time sub-lease any portion of the property to an entity controlled by Lessee or an entity a portion of the budget for which is provided by Lessee pursuant to statutory authorization or pursuant to a joint powers agreement or an inter-governmental cooperation agreement as authorized by Wyoming Statute or to an entity, public or private, which may be required pursuant to the terms of such sub-lease to provide services or facilities to an entity of the type described as appropriate for sub-leases.

9. **Insurance and Indemnification.** The Lessee shall keep or require the buildings and improvements upon the premises insured or to be insured against loss or damage by fire, for their full insurable value in companies authorized to do business in Wyoming, and shall furnish the Lessor with a complete list of all such insurance; shall pay or cause to be paid all the premiums necessary for those purposes immediately as they become due; all such policies shall be issued in the name of Lessee and Lessor as their respective interests may appear. Lessee shall have the right to make all adjustments of loss and execute all proofs of loss in its name.

Lessee shall deliver to the Lessor proof of such insurance satisfactory to Lessor. In the event Lessee shall at any time fail to insure or keep insured said improvements as aforesaid, the Lessor may do all things necessary to affect or maintain such insurance, and any monies expended by Lessor for that purpose shall be repayable by the Lessee, as rent, with interest at the rate of ten percent (10%) per annum on demand.

Lessee shall indemnify and hold the Lessor free and harmless from any and all demands, loss or liability resulting from injury to or death of any person or persons because of the negligence of the Lessee or the condition of the property at any time or times hereafter, and shall maintain in full force and effect, subject to all the other terms contained in this paragraph, liability

insurance naming Lessor and Lessee in an amount not less than a combined single limited of \$1,000,000.00.

10. Damage or Destruction. Should the whole or any part or parts of any buildings or improvements then on the demised premises be partially or wholly damaged or destroyed by fire or other insured casualties after the commencement of the term of this Lease, such destruction or damage shall not operate to terminate this Lease, but this Lease shall continue in full force and effect, except as otherwise provided in this Lease. In the event of such damage or destruction, Lessee has the option to reconstruct or cause to be reconstructed upon the demised premises, buildings, improvements or fixtures of a like type and purpose and of substantially the same design and construction as those destroyed, or buildings, improvements or fixtures then consistent in the opinion of the Lessee with the highest and best use thereof in the Lessee's determination; subject, however, to Lessor's approval of the plans and specifications therefor. If the Lessee elects to repair the existing building, such repairs will be so as to restore the building to at least an equivalent condition as it was in before the damage or destruction. In any event, the buildings, improvements or fixtures constructed or repaired shall be of a value at least equal to the value of the property immediately prior to the loss or damage.

In the event of such reconstruction or repair, the rent on the demised premises shall not be abated in whole or in part during the period of said repair or reconstruction. Said repair or reconstruction shall be prosecuted diligently to completion.

In the event that Lessee decides not to reconstruct or repair said buildings, improvements or fixtures, Lessee shall have the option of cancelling and terminating this Lease on giving the Lessor thirty (30) days' written notice of his determination to do so. If Lessee elects to terminate this Lease in accordance with the foregoing option, Lessee shall be under no duty to restore, rebuild or repair said buildings, improvements or fixtures, but shall be obligated, at Lessor's option, to restore the premises to their pre-construction condition.

11. Repairs. The Lessee shall keep any building to be erected and all other buildings and erections which may at any time during the said term be erected upon the premises, and the drains and appurtenances in good condition and repair.

12. Alterations. The Lessee shall not make any alteration in the external elevation or architectural design of the buildings on the premises, or injure or remove any of the external walls or members thereof without the consent in writing of the Lessor, which consent shall not be unreasonably withheld.

13. Lessor to Enter. The Lessee shall permit the Lessor and its agents at all reasonable times to enter upon the premises to view the condition of the premises and buildings.

14. Unlawful Use. The Lessee shall not make or suffer any use or occupancy of the premises contrary to any law or ordinance now or hereafter in force.

15. Surrender. At the termination of this Lease, the Lessee shall surrender the premises in such repair and condition as shall be in accordance with the covenants herein contained.

16. Quiet Possession. The Lessor shall warrant and defend the Lessee in the enjoyment and peaceful possession of the premises during the said term.

17. Re-Entry. It is agreed that no default or breach of covenant shall be deemed to have occurred on the part of the Lessee until thirty (30) days after written notice of such default or breach shall have been given to the Lessee, and the Lessee within such time has failed to remedy such default or breach; but at the expiration of such thirty-day period the Lessor shall immediately have the right, at its option, to take any desired action to enforce its rights hereunder, including termination or re-entry with or without termination, or to enforce full performance by the Lessee of its obligations hereunder, unless the Lessee shall have, within such thirty-day period, begun action necessary to remedy such default or breach continuing and shall thereafter continue diligently to prosecute such action to completion, except that in any event the payment of rental or other payments of money due from the Lessee to the Lessor shall be paid within said thirty days.

18. Waiver. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other terms, covenants or conditions herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any terms, covenants or conditions of this Lease, other than the failure of Lessee to pay the particular rental so accepted,

regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor, unless such waiver be in writing by Lessor.

19. Accord and Satisfaction. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

The parties agree that whenever in this agreement the consent, approval or satisfaction of the Lessor or its counsel is required, it is agreed that such consent or satisfaction shall not unreasonably be withheld.

20. Entire Agreement. This Lease sets forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the leased premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

21. Notices. Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be sent by United States certified mail, postage prepaid and shall be deemed to be given when mailed and shall be addressed (a) if to Lessor at: P.O. Box 1687, Jackson, Wyoming 83001, or at such other address as Lessor designated by written notice, and (b) if to Lessee at: P.O. Box 2099, Jackson, Wyoming 83001, or at such other address as Lessee shall designate by written notice.

22. Attorneys' Fees. In the event either party shall find it necessary to obtain the services of an attorney to enforce any of the covenants and conditions of this Lease, the prevailing party shall be entitled to reimbursement for all costs and expenses, including reasonable attorneys' fees, whether or not litigation is commenced.

23. Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of

such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

24. Time of the Essence. Time is of the essence in this agreement.

25. Headings. The headings used in this lease are for convenience only and are not to be used in its construction.

26. Construction. Whenever used, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders.

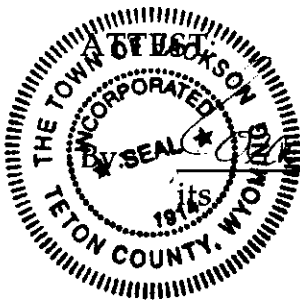
IN WITNESS WHEREOF, the Lessor and Lessee have signed and sealed this Lease on the date indicated below but to be effective as of the day and year first above written.

LESSOR:

Town of Jackson, Wyoming

Date: 10/29/99

By: *Barry Clifford*
its *Mayor*



Barry Clifford

LESSEE:

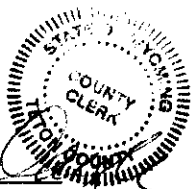
Board of County Commissioners,
Teton County, Wyoming

Date: 11/4/99

By: *Alan M. Stephenson*
its *Chairman*

ATTEST:

By: *Sherry D. [Signature]*



"A"

PREPARED FOR

SHOWING

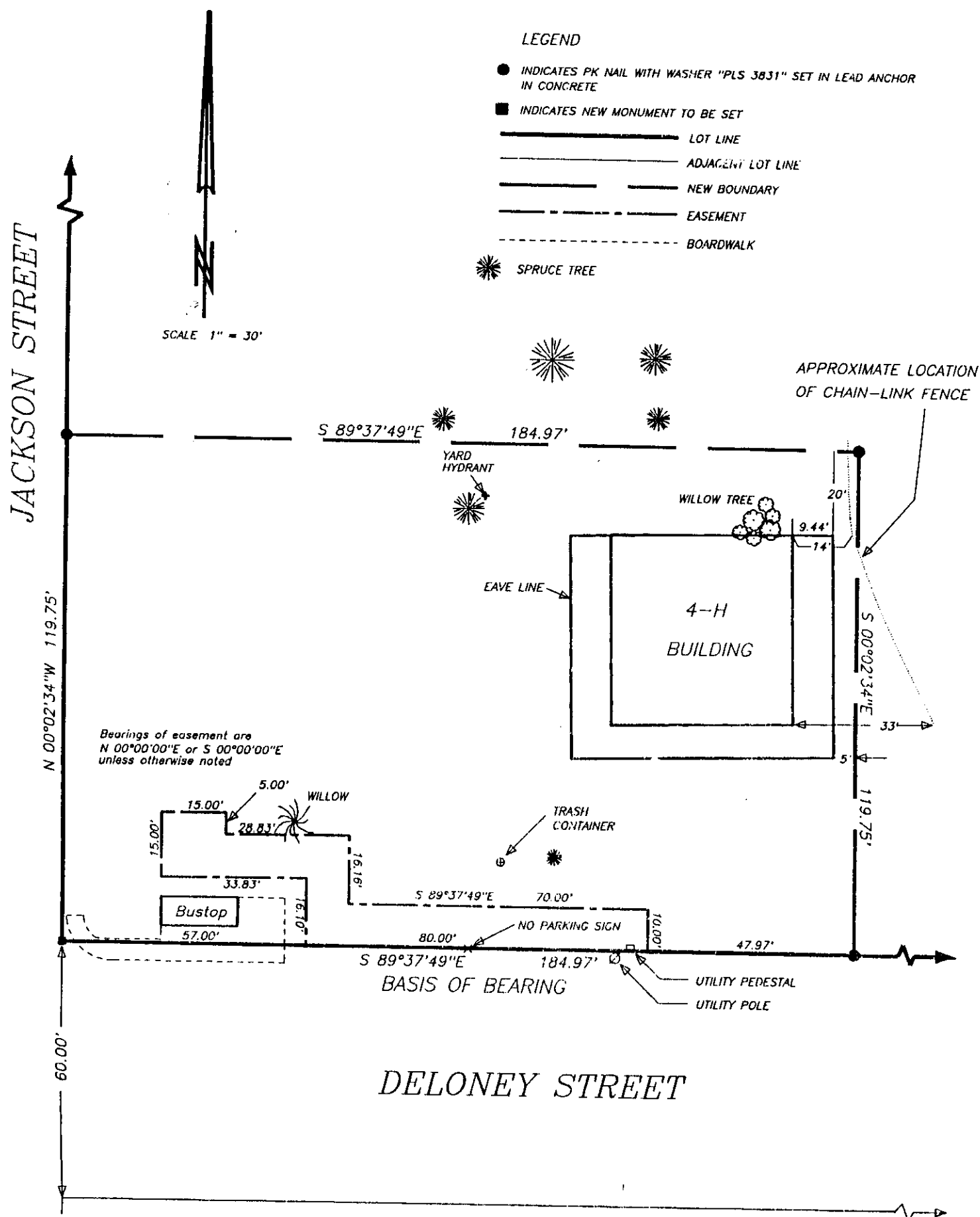
BLOCK 5

TETON COUNTY, WYOMING

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SUBJECT TO CHANGE



STAFF REPORT



Meeting Date:	April 15, 2024	Meeting Title:	Regular – Consent
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Per- and Polyfluoroalkyl Substances Litigation: Retainer Agreement Modification	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider executing a modification to its retainer agreement with the law firm Napoli Shkolink.

Requested Action.

The requested action is to execute a modification to its retainer agreement with the law firm Napoli Shkolink.

Recommendations.

Staff recommends executing the modification to its retainer agreement with the law firm Napoli Shkolink

Background.

The Town of Jackson, like many communities nationwide, has been affected by the presence of Per- and Polyfluoroalkyl Substances (PFAS) in the environment, including in the water supply. In an effort to address this and recoup the cost of addressing this issue from the manufacturers of PFAS, the Town joined in the multi-district litigation filed against these manufacturers. To do so, the Town retained the law firm Napoli Shkolink and executed a retainer agreement.

As the cases against the manufacturers have closed in on settlement, it came to Napoli Shkolink's attention that the retainer agreement does not account, explicitly, for situations where a defendant-manufacturer pays their settlement over time, versus in one lump sum. Defendants in large cases like this often pay in one lump sum, but in cases where the settlement amounts are hundreds of millions of dollars sometimes a defendant pays, for example, millions of dollars per year for a period of 10 or 15 years. A modification to the retainer is therefore requested to address that scenario directly.

Analysis & Key Policy Questions.

Key Policy Question: Will Council execute an amendment to the retainer agreement?

- Substance of the Amendment: The requested modification to the retainer agreement adds that, if a defendant-manufacturer pays a settlement over the course of years Napoli Shkolink's fees will be paid from the initial installment payment(s) as necessary to cover the fees (rather than the fee being paid over all the years).
- Recommendation: Staff recommends amending the agreement to clarify the outcome for the attorney-client relationship between the Town and Napoli Shkolink if a defendant-manufacturer negotiates to pay a settlement payment over time (versus in one lump sum).

Possible Alternatives.

Council could direct staff not execute the retainer agreement modification or attempt to negotiate a different agreement.

Comprehensive Plan & Priority Alignment.

Section 8. Quality Community Service Provision: "Timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner." Specifically, the "provision of . . . social, cultural and recreational services is central to residents' Quality of Life and a visitor's experience"

Fiscal Impact.

There is minimal fiscal impact of this item. Theoretically, the Town (as with the many thousands of plaintiffs in the case) may receive funds from the settlement later than under the current, unrevised retainer agreement.

Staff Impact.

The staff impact of this item was minimal and limited to the Legal Department, comprising approximately 3 hours of the Town Attorney's time.

Attachments or Links.

None.

Suggested Motion.

I move to approve the amendment to the Napoli Shkolink retainer agreement and authorize the Town Attorney to execute the necessary document(s).

STAFF REPORT



Meeting Date:	April 15, 2024	Meeting Title:	Council Regular Meeting - Consent
Submitting Department:	Planning/Building Department	Presenter:	Paul Anthony/Kelly Sluder
Agenda Item:	Contract with West Coast Code Consultants Inc. for Plan Review Services	Public Comment:	Yes

Purpose & Policy Considerations.

To approve or deny a contract for services for 3rd Party building code plan review and consulting with West Coast Code Consultants Inc. (WC3) for the Town of Jackson Planning and Building Department.

Requested Action.

Renew contract with WC3 for building code Plan Review and Consulting services for the Town of Jackson.

Recommendations.

Building Official and Planning Director recommend approving the contract with WC3.

Background.

West Coast Consultants have been working with us on a contract from 2018. The Planning and Building Department use WC3 to review building permits (i.e., conduct code compliance) for complex projects and, occasionally, to conduct inspections when department staff are unavailable due to vacation or other reasons. The proposed contract has been provided to the Town from WC3 as an update to the current contract.

Analysis.

Staff finds the proposed contract, including the increased hourly rates, to be fair and reasonable. The primary difference is that the hourly billing rates have been increased to reflect increased cost of wages and inflation over the last six years. The hourly rates apply, however, only to one and two family residential structures, which we rarely send to WC3 because we usually review those in-house. For more complex projects, which are the ones we are mostly likely to send to WC3, they have maintained the same fee which is 65% of the Town's building permit fee. Otherwise, all essential terms are the same.

Alternatives (Optional).

The primary option would be to find another 3rd party plan review consultant to use. Staff does not have a second third-party contractor for consideration but could provide one to Council if additional research is desired.

Fiscal Impact.

The Planning and Building Department budgeted \$20,000 in FY24 for professional services (which is mostly for WC3) and is asking for an increase to \$31,000 for FY25. The Town of Jackson charges a Plan Review Fee for new and remodeled construction in addition to the Building Permit Fees.

Staff Impact.

Preparation of this report took approximately 3 hours of staff time to process.

Legal review of the contract took approximately 1 hour.

Attachments or Links.

Proposed Agreement for Professional Plan Review Services with West Coast Code Consultants Inc. (WC3)

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

I move to **approve** the Agreement for Professional Plan Review Services between the Town of Jackson and West Coast Consultants Inc., attached to this staff report, and subject to minor changes by staff.



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ServiceAgmt.doc



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LAYTON, UTAH 84041
OFFICE: (801) 547-8133
FAX: (801) 820-9089

AGREEMENT FOR PROFESSIONAL PLAN REVIEW SERVICES

This Agreement is made and entered into as of the _____ day of _____, 2024, by and between Town of Jackson, Wyoming (“Jurisdiction”) and West Coast Code Consultants, Inc. (WC³) (“Consultant”).

WHEREAS, Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render the professional services described herein on the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. **SCOPE OF SERVICES:** Consultant shall perform the services described in Exhibit “A” which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit “A”, Scope of Services, attached hereto and incorporated by this reference, subject to the direction of the Jurisdiction.
2. **TIME OF PERFORMANCE:** The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the Jurisdiction. Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control.
3. **COMPENSATION:** Compensation to be paid to Consultant shall be in accordance with the Schedule of Fees set forth in Exhibit “B”, Schedule of Fees, which is attached hereto and incorporated by this reference.
4. **METHOD OF PAYMENT:** Consultant shall submit monthly billings to Jurisdiction describing the work performed during the preceding month. Consultant’s bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and a description of any reimbursable expenditures. Jurisdiction shall pay Consultant no later than 30 days after receipt of invoice.
5. **OWNERSHIP OF DOCUMENTS:** All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Jurisdiction upon payment to Consultant for such work, and the jurisdiction shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant’s expense, provide such reports, plans, studies, documents, and other writings to Jurisdiction upon written request.



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6. **INDEPENDENT CONTRACTOR:** It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Jurisdiction. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Jurisdiction's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
7. **INTEREST OF CONSULTANT:** Consultant (including principals, associates, and professional employees) covenants and represents that is does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.
8. **PROFESSIONAL ABILITY OF CONSULTANT:** Jurisdiction has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
9. **INDEMNITY:** Consultant agrees to defend, indemnify, and hold harmless the Jurisdiction, its officers, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, including attorney's fees, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement to the extent caused by the negligent acts, errors, or omissions of Consultant. Notwithstanding anything stated in this Section or document to the contrary, Jurisdiction does not waive and fully retains its immunity pursuant to Wyo. Stat. §1-39-101 et. seq. and all available federal, local, and state laws.
10. **INSURANCE:** Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A-:
 - a. **Workers' Compensation Coverage:** Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for their employees. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of Utah for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the Jurisdiction at least thirty (30) days prior to such change.
 - b. **General Liability Coverage:** Consultant shall maintain commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence and a



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four million (\$4,000,000) annual aggregate limit. The policy shall protect Jurisdiction, Consultant, and any subcontractor from claims for damages for personal injury and from claims for property damage that may arise from Consultant's operations under this Agreement.

- c. **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 - d. **Professional Liability Coverage:** Consultant shall maintain professional liability coverage for protection against claims alleging negligent acts, errors, or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) on a claims-made annual aggregate basis.
 - e. **Certificates of Insurance and Endorsements:** When requested, Consultant shall provide certificates of insurance with original endorsements to Jurisdiction as evidence of the insurance coverage required herein.
11. **COMPLIANCE WITH LAWS:** Consultant shall use the standard of care in its profession to comply with all applicable federal, Wyoming state, and local Teton County, Wyoming laws, codes, ordinances, and regulations.
12. **LICENSES:** Consultant represents and warrants to Jurisdiction that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession in Wyoming. Consultant represents and warrants to Jurisdiction that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals which are legally required of Consultant to practice its profession in Wyoming. Consultant shall maintain a Jurisdiction business license if required.
13. **CONTROLLING LAW VENUE:** This Agreement and all matters relating to it shall be governed by the laws of the State of Wyoming and any action brought relating to this Agreement shall be held exclusively in a state court in the appropriate Jurisdiction.
14. **WRITTEN NOTIFICATION:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the



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other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of mailing if mailed as provided in this section.

If to Jurisdiction:

Attn: Kelly Sluder
Town of Jackson
150 E Pearl Avenue
P.O. Box 1687
Jackson, WY 83001

If to Consultant:

West Coast Code Consultants, Inc.
908 W. Gordon Avenue, Suite 3
Layton, Utah 840

15. CONSULTANT'S BOOKS AND RECORDS:

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to Jurisdiction for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Jurisdiction Manager, Jurisdiction Attorney, Jurisdiction Auditor, or a designated representative of these officers. Copies of such documents shall be provided to the Jurisdiction for inspection at Jurisdiction Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

16. **ENTIRE AGREEMENT:** This Agreement constitutes the complete and exclusive statement of Agreement between the Jurisdiction and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

17. **AMENDMENTS:** This Agreement may be modified or amended only by a written document executed by both Consultant and Jurisdiction and approved as to form by the Jurisdiction Attorney.

18. **WAIVER:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.



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19. **LITIGATION EXPENSES AND ATTORNEY'S FEES:** If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.
20. **EXECUTION:** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such 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.
21. **ASSIGNMENT and SUBCONTRACTING:** The parties recognize that a substantial inducement to Jurisdiction for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the Jurisdiction. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the Jurisdiction. If Jurisdiction consents to such subcontract, Consultant shall be fully responsible to Jurisdiction for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Jurisdiction and subcontractor nor shall it create any obligation on the part of the Jurisdiction to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
22. **TERMINATION:** This Agreement may be terminated immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.



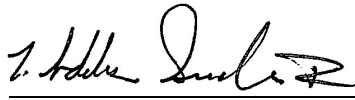
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

JURISDICTION:

Jurisdiction Manager

CONSULTANT:

By:  02/20/2023
Utah Regional Manager / WC³

ATTEST:

Jurisdiction Clerk

Attachments: Exhibit A - Scope of Services
Exhibit B - Schedule of Fees



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EXHIBIT “A”

SCOPE OF SERVICES

A. PLAN REVIEW SERVICES

1. **Plan Review:** Consultant shall provide complete plan review services to ensure that construction documents are in general compliance with the prescriptions of the adopted building code(s), including any applicable state and local amendments.
2. **Comment Lists and Plans Delivery:** When plan reviews result in items that need to be addressed, a written comment letter will be provided which refers to specific building code sections or specific details and drawings. Comment lists are sent out to recipients designated by the Jurisdiction via email, FAX, and/or overnight delivery. Depending on the Jurisdiction’s preferred process, Consultant will transmit plan review comments and coordinate re-checks directly with the permit applicant/design team, or through the Jurisdiction. Once all comments have been addressed the completed construction documents will be returned to the Jurisdiction for final approval.
3. **Turn-Around Schedules:** For most project types initial plan reviews are completed within approximately ten (10) working days from the date the plans are received by Consultant. Large, or unusually complex plan reviews may take up to fifteen (15) working days to complete. We are committed to completing plan reviews as prompt or sooner than the Jurisdictions own schedule and work hard to accommodate any turn-around schedule desired by the Jurisdiction. When not otherwise specified, we may contact the Building Official or assigned staff to determine if there are scheduling needs on specific projects to eliminate possible misunderstandings regarding turn-around expectations.
4. **Electronic Plan Review:** Consultant has more than ten (10) years of experience providing electronic plan reviews to many of its clients. Electronic plan review services incorporate “green” technology by reducing paper waste and eliminating shipping costs.



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EXHIBIT “B”

SCHEDULE OF FEES

A. PLAN REVIEW SERVICES

1. **Basic Fees:** The fees noted herein are good for the first two (2) years of the Agreement and may be renewed when mutually agreed upon.
 - a. For complete plan review of residential projects (one- and two-family dwellings and townhomes) fees will be assessed on an hourly basis using the Table of Hourly Billing Rates attached hereto.
 - b. For complete plan review of commercial projects (including multifamily apartment projects), the fees will equal sixty-five percent (65%) of the plan review fees collected by the Jurisdiction. This “fixed fee” plan review fee covers a first, second and quick third review (for approval purposes only).
2. **Other Fees:** In addition to the Basic Fees described above, time and materials methods using the Table of Hourly Billing Rates will be used for determining fees for the following types of services:
 - a. Fire and life safety plan reviews are not performed as part of the “basic fee” collected as part of our complete plan review services. These reviews will be performed by ICC certified fire plans examiners at the hourly rates noted in Table of Hourly Billing Rates.
 - b. If the Jurisdiction does not require a complete plan review but would like assistance with specialty reviews (e.g. structural, mechanical, plumbing, electrical, energy, etc.) these reviews will be billed at the hourly rates noted in Table of Hourly Billing Rates.
 - c. Fees for problem plan checks which require more than a quick third check to approve the project, when mutually agreed upon between the Jurisdiction and Consultant, will be based on the hourly rates noted in Table of Hourly Billing Rates.
 - d. Expedited reviews, which are performed in half the time noted in Exhibit “A”, will be billed at 150% of the above noted fees contingent upon the availability of staff to perform these expedited reviews.
3. **Invoicing:** Invoices for work performed during the previous month will be sent out at the beginning of each month, unless requested otherwise by the Jurisdiction. Payment must be received within thirty (30) days of receipt of the invoice.



908 W. GORDON AVE., SUITE 3
LAYTON, UTAH 84041
OFFICE: (801) 547-8133
FAX: (801) 820-9089

TABLE OF HOURLY BILLING RATES*

<u>CLASSIFICATION</u>	<u>HOURLY BILLING RATE</u>
Plan Review Engineer.....	\$135.00
Fire Plans Examiner.....	\$125.00
Building Plans Examiner.....	\$115.00
Clerical/Permit Technician	\$85.00
Reimbursable Expenses ¹	Time and Materials
<i>Footnotes: 1. Reimbursable expenses include special equipment rentals, any public transportation costs, bridge tolls, parking, special shipping or printing requirements.</i>	

STAFF REPORT



Meeting Date:	April 15, 2024	Meeting Title:	Town Council Regular
Submitting Department:	Communications and Strategic Initiatives	Presenter:	Susan Scarlata
Agenda Item:	Legislative Debrief, WAM Resolutions, Travel, and Voting Delegate for Summer Convention	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Town Council to debrief the Legislative Session and to consider possible resolutions, a voting delegate, and approval of travel for the Wyoming Association of Municipalities' (WAM's) Summer Convention.

Requested Action.

Staff requests that Council have a dialogue about the Legislative Session and consider and vote on resolutions, a voting delegate, and related Council travel.

Recommendations.

Staff recommends that Council consider lessons learned and Council presence at the Session, utilization of the Legislative Advisor and related processes, and vote on Resolutions for WAM's Summer Convention, a voting delegate, and Council travel.

Background.

At its December 19, 2023, Regular Meeting, Council approved a Legislative Policy Approach and Agenda to do the following.

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

The Town of Jackson has been working to implement a Legislative Policy Approach for several years and has hired a Legislative Advisor during the last three Legislative Sessions. At its meeting on June 26, 2023, Council approved a year-long contract with our current Legislative Advisor, Andy Schwartz. Schwartz monitored various items during the interim and was an ears-on-the-ground presence and support in Cheyenne during the entire Legislative Session this winter. He was helpful in monitoring bills and scheduling meetings while members of our delegation were in Cheyenne.

Analysis & Key Questions.

This year's legislative session was a Budget Session, so the budget was centered as the focus, as much as possible. The timing of the session was approximately twenty days as compared to forty days for a General Session. Budget sessions alternate every other year. Below, please find a summary of the Legislative Session, compiled by our Legislative Advisor, which highlights various bills we tracked and their status.

Legislative Summary

Bills Related to Local Government

HB 70 – Local Government Distributions: This bill appropriates one hundred forty-six million two hundred fifty thousand dollars (\$146,250,000.00) to the Office of State Lands and Investments for distribution to cities towns and counties and establishes a formula and schedule for making those distributions. Jackson will receive \$362,257 in two payments.

HB 81 – Public Officer Training: This act removes minimum fiscal training requirements established by the director of the department of audit for public officers. As amended, this act only requires public officers to receive instruction in the proper handling of the accounts of their offices.

HB 126 – Childcare as a residential use of property: This bill provides that childcare is a residential use of property and a residential purpose for the purposes of any restrictive covenant on residential property that does not clearly and expressly prohibit childcare. The bill limits its application to childcare of not more than ten (10) children on a regular basis.

SF 08 – Health Insurance for volunteer emergency providers: This bill authorizes volunteer firefighters, volunteer emergency medical technicians and volunteer search and rescue persons to participate in the state employees' and officials group insurance plan.

SF 90 - State-managed local government equity investment pool: This act establishes an investment pool for local governments to invest funds in stocks and equities. Upon request by a local government (city, town, county, special district, school district or any other political subdivision), the state treasurer shall invest funds of those requesting entities on a pooled basis in stocks and equities.

SF 114 - Contractor licenses-reciprocal recognition requirements. This act requires each county, city, town, and other government entity that issues licenses to contractors to recognize a license issued to a contractor by another county, city, town, or other government entity in Wyoming.

Bills Related to Local Government that failed.

HB94-Net metering

HB125-Repeal gun free zones **VETO**

HB193-Sanctuary cities

SF87-Boutique hotel/liquor licenses

SF130-Equality state not equity state

SF131-Regulatory reduction task force

Bills Related to Property Tax

HB 03-Property tax exemption for long-term homeowners. Homeowners, 65 or older, whose house is used as a primary residence, and which they have lived in for 25 years or more will have a property tax exemption of 50%, based on the assessed value of the residential real property. Effective January 1, 2025, and repealed July 1, 2027. Estimated cost to local governments -\$4M/yr.

HB 04-Property tax refund program. This bill provides that a person whose gross household income is from one hundred twenty-six percent (126%) to one hundred forty-five percent (145%) of the median gross household income qualifies for sixty-five percent (65%) of the refund authorized under the existing program. • The Governor vetoed the portion of the bill that specified that a person whose gross household income is from one hundred forty-six percent (146%) to one hundred sixty-five percent (165%) of the median gross household income would qualify for twenty-five percent (25%) of the refund authorized under the existing program. \$20M is appropriated for the biennium.

HB 45-Property tax exemption-residential structures and land. This bill creates a property tax exemption for residential structures. The exemption is equal to any increase in the assessed value of residential property of more than four percent (4%) over the value of the residential structure in the prior year, including any reduction in the prior year value

that was a result of the exemption. This exemption would first apply in tax year 2024. Estimated cost to local governments is indeterminable but potentially as much as \$18M/yr.

VETO SF 54-Homeowner tax exemption – Homeowner Tax Exemption: A portion of a single-family residential structure as a homeowner tax exemption shall be 25% of the fair market value of a single-family residential structure, provided that the exemption shall only apply to the first \$2M of the fair market value of the residence including a house, modular home, mobile home, townhouse, or condominium that is a privately owned single family dwelling unit. Effective Jan. 1, 2024, sunsets June 30, 2026. Estimated cost to local governments \$39M/yr.

Bills Related to Property Tax that Failed

HB18-Property tax-inflation cap

HB52-Property tax-homestead exemption

HB103-Assessment ratios

HB146-Property tax relief/rentals

HB203-Property tax reduction and replacement

HB211-Property tax acquisition value

WAM's Summer Convention

WAM, which the Town of Jackson is a part of, hosts an annual Summer Convention at different location across the state, usually in June. This year's convention is scheduled for June 5-7 in Pinedale. At this convention, members consider resolutions proposed by different municipalities to inform WAM's legislative agenda. The deadline to submit resolutions was moved up by several weeks this year. Resolutions must be submitted to WAM by April 29. Attached, you will find three resolutions regarding the following.

- A RESOLUTION SUPPORTING RETENTION OF OWNERSHIP OF CONDOMINIUM PLATS
- A RESOLUTION TO AMEND STATE STATUTE TO INCREASE FEES FOR LIQUOR LICENSES
- A RESOLUTION TO FOSTER LOCAL REVENUE GENERATION

These resolutions were suggested by Councilmembers and Town staff. The condominium plat is an item both the Town Attorney and Housing Director have brought up at various times. Liquor licenses were brought up by staff members working in this area with the knowledge. The resolution to foster local revenue generation stems from some Councilmembers and staff attending the Senate's Appropriations Committee meeting where direct distribution was discussed. Members of that committee brought up the fact that they would like to see municipalities consider other ways to generate revenue and more than one Mayor provided perspective that they had done so but never been given the ability by the legislature. Town staff sees this as a positive way to frame municipal interest in having more options for generating revenue with a broad frame that all localities should have options to gain from specific situations in their localities.

Key Question #1: Does Council want to approve the attached resolutions to send to WAM?

Key Question #2: Does Council have additional ideas for resolutions?

Voting Delegate & Council Travel

If the Mayor plans to attend WAM's Summer Convention, the Mayor has typically been the Town's voting delegate. Last year there were some resolutions from other municipalities that did not specifically relate to or align with the Town of

Jackson's interests, which is why the related motion below highlights the provision of discretion from the voting delegate.

Council travel may be approved by a majority vote for any Councilmembers that intend to attend WAM's Summer Convention. For those planning to attend, staff will book hotels and register. Again, WAM's Summer Convention this year is Wednesday, June 5 through Friday, June 7 in Pinedale, Wyoming.

Key Question #3: Which Councilmembers intend to attend WAM's 2024 Summer Convention?

Possible Alternatives.

Town Council could choose not to send Resolutions, Council, or staff to WAM's Summer convention.

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

The Town's Legislative Advisor is being paid a flat, annual rate of \$50K for 12 months of services. Additional expenses will be incurred for Councilmembers and staff to travel to and spend time in Pinedale for WAM's Summer Convention.

Staff Impact.

The Director of Communications and Strategic Initiatives has approximately 100 hours of time allotted to focus on Legislative Policy work with a third of those hours falling during the Legislative Session. The Town Manager allocates 50 hours to work on Legislative Policy. In addition, the Town Attorney supports this work, when needed, and other Directors weigh in on various bills and help strategize related to Legislative items, when needed.

Possible Attachments or Links.

WAM Resolutions.

Suggested Motions.

Motion #1: I move to approve the Resolutions attached to this staff report, with minor edits from staff and any additional Resolutions suggested at this meeting.

Motion #2: I move to appoint Mayor Morton Levinson as Jackson's voting delegate for WAM's Summer Convention, and to provide the delegate with discretion to support other resolutions that align with the Town of Jackson's interests.

Motion #3: I move to approve travel for Councilmembers to attend WAM's 2024 Summer Convention.

**A RESOLUTION SUPPORTING RETENTION OF
OWNERSHIP OF CONDOMIMUM PLATS**

WHEREAS, governmental entities may enter into public-private partnerships to support creation of workforce housing; and

WHEREAS, current state statutes do not permit land to be utilized for the building of condominiums without sale of the underlying land; and

WHEREAS, the price of land continues to rise across Wyoming and maintaining a qualified workforce also continues to be a statewide challenge in many cases attributable to housing shortages; and

WHEREAS, in other states it is common practice to maintain ownership of land beneath condominiums utilized for workforce housing; and

NOW, THEREFORE, BE IT RESOLVED that WAM supports legislation to update State Statutes to allow the option of ownership of land beneath condominiums utilized for workforce housing to remain with governmental entities.

**A RESOLUTION TO AMEND STATE STATUTE TO
INCREASE FEES FOR RETAIL LIQUOR LICENSES**

WHEREAS, Liquor Licenses are issued by municipalities at fees set by the state; and

WHEREAS, the fee for Retail Liquor Licenses has not changed since 1965; and

WHEREAS, Retail Liquor License establishments have the largest impact on communities regarding alcohol related calls for service; and

WHEREAS, more restrictive types of licenses have higher fees, and the Retail Liquor License is the least restrictive type of license.

NOW, THEREFORE, BE IT RESOLVED that WAM supports legislation to change state statute so that the fee assessed for Retail Liquor Licenses shall be not less than \$300 nor more than \$15,000.

A RESOLUTION SUPPORTING ALLOWANCE OF LOCAL REVENUE GENERATION

WHEREAS, many municipalities in Wyoming struggle to meet the operating needs of their communities through existing taxing methods; and

WHEREAS, citizens of municipalities appreciate when additional tax revenues can be used to fund local infrastructure and services; and

WHEREAS, citizens of Wyoming value self-sufficiency and taking care of one's community; and

WHEREAS, various communities across the state have different ideas about potential options for revenue generation that could have a huge impact and support the government and citizens in those jurisdictions; and

WHEREAS, the state's current tax code does not allow for this flexibility, so Towns, Counties, and the State of Wyoming have missed collections on an abundance of potential revenue; and

WHEREAS, localities levying location-specific taxes could further diversify their revenue streams.

NOW, THEREFORE, BE IT RESOLVED that WAM supports, and urges the State Legislature to support, more flexibility for localities to levy taxes that make sense within their jurisdictions to be utilized for community priorities.

STAFF REPORT



Meeting Date:	April 15, 2024	Meeting Title:	Regular Council Meeting
Submitting Department:	Internal Services	Presenter:	Lynsey Lenamond
Agenda Item:	Application for New Restaurant Liquor License Roosevelts LLC dba Roosevelts at 140 N. Cache St., Suite B	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to consider the issuance of a new Restaurant liquor license. The Town Council is the local liquor licensing authority with the ability to regulate liquor licenses within the corporate limits of the Town of Jackson.

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

1. The Mayor opens the public hearing.
2. The Mayor calls for the staff presentation on the application.
3. The Mayor calls for any and all public comment, protest comment included.
4. Council discusses the application.
5. The Mayor calls for a motion on the application and the vote on the motion
6. The Mayor closes the public hearing.

Requested Action.

Staff requests that Council conduct the public hearing and consider the issuance of the Restaurant liquor license.

Recommendations.

Staff recommends approval of the application.

Background.

On January 25, 2024, Internal Services received an application from Roosevelts LLC dba Roosevelts for a new restaurant liquor license at 140 N. Cache Street, Suite B. The application was distributed according to Town procedure to relevant Town and Joint Departments for review and comment. The Wyoming Liquor Division has certified the application as complete.

The building space was formerly occupied by Scarfish LLC dba Suda, who also held a restaurant liquor license. No major changes to the space layout have been made by Roosevelts LLC, and therefore a plan review application was not needed for the Health Department's process of issuing a food permit.

The food menu that Roosevelts LLC provided with their application is a draft. Once a final menu is set, the applicant will provide it to staff for review to ensure it meets Jackson Municipal Code requirements, specifically section 6.10.010(d)(2) which states that the "Food menu shall contain a minimum of five qualifying selections. The service of only fry orders or such food and victuals as sandwiches, hamburgers or salads shall not be deemed a Restaurant for the purposes of this section."

Analysis & Key Policy Questions.

The Town Council should consider the following from Wyoming Statute §12-4-104(b) regarding the issuance of a liquor license:

(b) A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

(i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;

(ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;

(iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;

(iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or

(v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.

Possible Alternatives.

The public hearing must be conducted or at least opened at this Council meeting. Alternatives to that include:

1. Continue the public hearing to gain further public comment or information on issues related to the findings.
2. Approve the application.
3. Deny the application.
4. Postpone action to the next regular meeting.

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

The annual fee for a restaurant liquor license is \$3,000. Upon approval, the prorated fee for this license will be deposited to the Town's general fund. In addition, the license will generate an undetermined amount of sales tax revenue.

Staff Impact.

The impact on the Clerk's office will total approximately 7 hours, including time spent with the applicant reviewing the license and application requirements, processing the application, reviewing the application and license with the Wyoming Liquor Division, and preparing the license. The Town Attorney, Administration, Planning and Building, and Fire Department spent time reviewing the application as well. Should this application be approved, the Police Department would include the applicant in their compliance checks.

Attachments or Links.

Application for New Restaurant Liquor License

Suggested Motion.

Having considered Wyoming Statute 12-4-104(b) statutory factors for this application, I move to approve the application for a new restaurant liquor license for Roosevelts LLC, subject to the following conditions, and further direct the Town Clerk's office to issue the license upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv):

1. The Clerk's office shall not issue the license until all required Town licenses and permits have been obtained.
2. Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.

NEW OR TRANSFER
LIQUOR LICENSE OR
PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY			
Customer #:			
Trf from:			
Reviewer:		Initials	Date
Agent:			/ /
Mgr:			/ /

To be completed by City / Town / County Clerk

License Fees	Annual Fee: \$		Local License #:	
	Prorated Fee: \$	2877.00	Date filed with clerk:	1 / 25 / 24
	Transfer Fee: \$		Advertising Dates: (2 Consecutive Weeks Prior to Hearing)	4 / 3 & 4 / 10 / 24
	Publishing Fee: \$	100.00	Public Hearing Date:	4 / 15 / 24
Publishing Fee Direct Billed to Applicant: ☐				
License Term:	4 / 16 / 24	Through	3 / 31 / 25	
	Month Day Year		Month Day Year	

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

Applicant (Business Name):	Roosevelts LLC		
Doing Business As (DBA) / Trade Name:	Roosevelts		
Building to be licensed / Building Address:	140 North Cache St., Suite B		
	(Address Number, and Suite or Unit Number, and Street or Road Name)		
	Jackson	WY	83001 Teton
	City	State	Zip County
Local Mailing Address:	350 E Cottonwood Dr.		
	(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)		
	Jackson	WY	83001 Teton
	City	State	Zip County
Local Business Telephone Number:	307-690-5313	Fax Number:	
Business E-Mail Address:	mawalker5@gmail.com		
Business Primary Contact:	Mark	Walker	
	First Name	Last Name	

FILING FOR	FILING IN (CHOOSE ONLY ONE)	FILING AS (CHOOSE ONLY ONE)
☒ NEW LICENSE	☒ CITY / TOWN OF: Jackson	☐ INDIVIDUAL
☐ TRANSFER OF LOCATION	☐ COUNTY OF:	☐ PARTNERSHIP
☐ TRANSFER OF OWNERSHIP		☐ LP ☐ LLP ☐ LLLP
☐ ASSIGNMENT LETTER MUST BE ATTACHED		☒ LLC ☐ LC
FORMERLY HELD BY:		☐ CORPORATION (INC)
		☐ POLITICAL SUBDIVISION
		☐ ORGANIZATION
		☐ OTHER

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)		
☐ RETAIL LIQUOR LICENSE	☒ RESTAURANT LIQUOR LICENSE	☐ MICROBREWERY PERMIT
PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)	☐ BAR AND GRILL LIQUOR LICENSE	☐ WINERY PERMIT
☐ ON-PREMISE BAR	☐ RESORT LIQUOR LICENSE	☐ MANUFACTURER SATELLITE PERMIT
☐ OFF-PREMISE PACKAGE STORE	LIMITED RETAIL LIQUOR LICENSE (CLUB)	☐ WINERY SATELLITE PERMIT
☐ ON & OFF PREMISE BAR & PACKAGE STORE	☐ VETERANS CLUB	☐ COUNTY MALT BEVERAGE PERMIT
	☐ FRATERNAL CLUB	☐ SPECIAL MALT BEVERAGE PERMIT
	☐ GOLF CLUB	
	☐ SOCIAL CLUB	

SPECIAL STATUTORY DESIGNATIONS (CHOOSE ONLY ONE)	
☐ COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv))	☐ RESORT (W.S. 12-4-401(iv) / 12-5-201(f))
☐ GOLF CLUB (W.S. 12-5-201(f))	☐ GOLF CLUB-POLIT. SUBDIVISION (W.S. 12-4-301(e) / 12-5-201(f))
☐ GUEST RANCH (W.S. 12-5-201(f))	☐ Other:

OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))			
☒ FULL TIME	MONTHS OF OPERATION	from	to ☒ All Year (Jan-Dec)
☐ SEASONAL	DAYS OF WEEK OF OPERATION	from	to ☒ Every Day (Mon-Sun)
☐ NON-OPERATIONAL / PARKED	HOURS OF OPERATION	from 11 :30	to 9:00 ☐ 24 Hours a Day

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3

1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)

Does the Applicant own or lease the licensed building?

- (a) The Applicant **OWNS** the licensed building.

☐ YES (own)
- (b) The Applicant **LEASES** the licensed building.

☒ YES (lease)

If the building is leased, please submit a copy of the lease and indicate:

- (i) Lease term expiration date; located on page 1 paragraph Part 1.

Note: The lease term **MUST** continue at least through the term of the liquor license or permit

- (ii) **Sales** provision for alcoholic or malt beverages: located, on page 4 paragraph PART 12.

Note: The lease **MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES**.

2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)

- (a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building?

☐ YES ☒ NO

- (b) If the answer was **YES** to 2(a) above, explain fully and submit any documents in connection there within.

3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403 -

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

- (a) Hold any interest in the license/permit applied for?

☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the business?

☐ YES ☒ NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?

☐ YES ☒ NO
- (d) If the answer was **YES** to any of the above, explain fully and submit any documents in connection there within.

4. RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)

Is the licensed building within five (5) miles of an incorporated town or city? ☐ YES ☐ NO

5. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

- (a) Will food and beverage services be contracted or subcontracted?

☐ YES ☐ NO
1. If **YES**, is a copy of the food and beverage contract or lease attached?

☐ YES ☐ NO

6. BAR AND GRILL LICENSE OR RESTAURANT LIQUOR LICENSE ONLY: 12-4-413(a) / W.S. 12-4-407(a)

Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☒ NO

7. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-403(b)

See attached

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)

☐ YES ☐ NO
- (b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)

☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv)

☐ YES ☐ NO
- (e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b)

☐ YES ☐ NO
1. If **YES** to (e), is a copy of the food and beverage contract or lease attached?

☐ YES ☐ NO

8. MICROBREWERY PERMIT ONLY: WHOLESALE DISTRIBUTION: W.S. 12-2-201(a)

- (a) Will the microbrewery self-distribute its products or distribute through a licensed wholesaler?

☐ YES ☐ NO

If **YES**, a wholesale malt beverage license from the Liquor Division will be required.

9. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

- (a) Does the Veteran’s organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):

- (a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO
- (c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO
1. Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO
2. If YES, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b):

- (a) Does the club have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax-exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Is a true copy of the club bylaws attached to this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition(s) Attached) ☐ YES ☐ NO

13. Applicant is Filing As Individual, Partnership, Political Subdivision, Organization or Other:
W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or officer (as applicable) must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of:	
					a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

14. Applicant is Filing As a Corporation, Limited Company, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
Mark Walker							
Kristin Walker							
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

REQUIRED ATTACHMENTS:

- ☒ A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).
- ☐ If transferring a license or permit to another Applicant, attach a form of assignment from the current licensee to the new Applicant authorizing the transfer. W.S. 12-4-601(b).
- ☒ A copy of any lease agreements. W.S. 12-4-103(a)(iii)
- ☒ Bar & Grill and Restaurant liquor license Applicants: attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)
- ☐ If filing for a Golf Club or Social Club liquor license attach a copy of the club's bylaws W.S. 12-4-301(c)

OATH OR VERIFICATION

Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers. W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before me on this 22nd day of January, 2024 that the facts alleged in the foregoing instrument are true by the following:

- 1) Mark Walker
(Signature)

Mark Walker
(Printed Name)

Owner
Title
- 2) _____
(Signature)

(Printed Name)

Title
- 3) _____
(Signature)

(Printed Name)

Title
- 4) _____
(Signature)

(Printed Name)

Title
- 5) _____
(Signature)

(Printed Name)

Title

Witness my hand and official seal: Olivia Brock
Signature of Notary Public

(SEAL)

OLIVIA BROCK
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 169302
MY COMMISSION EXPIRES: 12-05-2029

My commission expires: 12-05-2029

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

	Mark	Allan	Walker
Legal Name:	First Name	Full Middle Name	Last Name

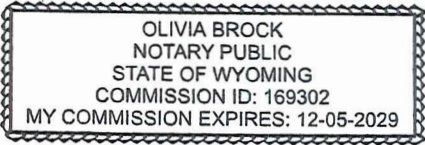
Date of Birth: [REDACTED] State / Number

Mark Walker
Applicant Signature

State of Wyoming)
County of Teton)ss

Subscribed and sworn to before me this 22nd day of January, 20 24.

(SEAL) Olivia Brock
Notary Public or officer authorized to administer oaths





Liquor License Application Type: Restaurant
--

Plan of Operations

Applicant: Roosevelts LLC

DBA: Roosevelts

Describe how the premises will be operated? *include nature of business (restaurant, bar, package store), any regular events or special events*

We will be operating as a full service restaurant serving guests lunch and dinner on a daily
basis. Guests will be sat by a host, and drinks will be ordered and delivered, by a server.

What type of alcoholic beverages will be available to customers?
Beer, wine and liquor.

Describe the process that a customer will follow to order alcohol or malt beverages, and how an employee will prepare and deliver an alcoholic beverage to the customer.
Customers will order from a server once seated. The server will ring the order in on a point of sale
system, generating a ticket for the person making the drinks. Alcohol will be poured in
designated liquor areas by trained staff, then delivered to the guest for consumption.

What is the official building capacity? 177

Do you plan to serve alcohol outside on a deck or patio? Yes

If so, include a sketch or site plan showing the outside area.

If so, describe the outside area, including egress: The outside area will have 10-15 seats, and is located on the second story of the building. It is overlooking N Cache Street. It is accessed by coming in the front of the restaurant, heading up the staircase and then walking through a dining area and out glass patio doors.

What is your plan to keep customers from leaving with open alcohol containers?

Alcohol will be served to seated guests only. The patio is located on the second story and has no access to the street or anything other than the dining room. Guests will have to come inside to the dining room, then head downstairs to the host stand to exit the building. Guests will pass server and host staff who will be trained to inform any guests that alcohol must stay inside the building, unless on the designated second story patio.

Provide the names of up to three (3) people who should receive communication from the Town and Police Department related to liquor operations:

<u>Name</u>	<u>Position/Title</u>	<u>Email</u>
1) <u>Mark Walker</u>	<u>Owner</u>	<u>mawalker5@gmail.com</u>
2) <u>Kristin Walker</u>	<u>Owner</u>	<u>kristinpatricewalker@gmail.com</u>
3) <u>TBD</u>	<u>General Manager</u>	<u>rooseveltsjh@gmail.com</u>

Completed by: Mark Walker Date: 01/22/2024

Commercial Lease Agreement
TRIPLE NET
(Big Mountain Enterprises, LLC /Roosevelts, LLC)

This Lease Agreement (the "Lease") is made and entered into to this ____ day of January, 2024, by and between Big Mountain Enterprises, LLC, a Wyoming limited liability company ("Landlord"), and Roosevelts, LLC, a Wyoming limited liability company ("Tenant") and this Lease shall be effective as of the date last signed below.

Recitals

Landlord is the owner of real property and improvements located at 140 North Cache Street, more particularly, Suite B, comprised of approximately 6,000 sf total on the first and second floor (the "Leased Premises"), within the approximately 9,564 sf building (the "Building") located at Lot 1 of Block 1 of the W.W. Smith Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the County Clerk, Teton County, Wyoming, on August 26, 1912 as Plat No. 105, PIN: 22-41-16-27-3-12-007.

In consideration of the foregoing recitals, together with the covenants and agreements contained herein, the parties agree as follows:

- 1) **Term of Lease; Pre-Term Access.** The initial term of this Lease shall be for approximately 5 years and begin at noon MST on January 15, 2024 and end at noon MST on December 31, 2028 unless extended as set forth below (the "Term").
- 2) **Rent and Payment.** Beginning on January 15 2024, Tenant agrees and covenants to pay as rent (the "Rent") the following amounts:

- a.
- b.
- c.
- d.
- e.
- f.
- g.

Rent shall be payable in advance on the first day of each month thereafter during the remainder of the Term and any Option Term subject to the following:

- a. **Payment Terms.** All Rent payments shall be tendered in lawful United States currency, without any set-off or deduction whatsoever, made payable to Landlord, and delivered to Landlord at the mailing address set forth below, or at such other place as Landlord may designate in writing from time to time. Partial months shall be prorated.
- b. **Late Payment Charges.** If the Rent or any amount due under this Lease from Tenant is not received by Landlord within 10 business days after due, Tenant shall be in Default as defined below and shall pay Landlord a late charge of 5% of the overdue amount. Additionally, such amounts shall accrue interest at a rate of 12% per annum compounded monthly from the due date, and accrual of interest shall continue until the overdue payment, together with accrued interest and late charges, is paid. Acceptance of the late charge together with the underlying overdue payment does not constitute a waiver of Tenant's Default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights under this Lease.
- c. **Security Deposit.** A security deposit of \$20,000 shall be deposited with the Landlord upon the Effective Date. This deposit shall be retained by the Landlord during the Term as it may be extended term of the Lease and shall be used by Landlord to guaranty the full performance of the terms of this Lease by Tenant as well as to repair damage to the Leased Premises, reasonable wear and tear excepted. In the event Landlord has to apply any portion of the security deposit to fulfill

Tenant's obligations, Tenant shall, within 10 business days' notice, replenish the security deposit to its initial amount as often as necessary. Any balance shall be returned to the Tenant within 30 calendar days of the termination or expiration of this Lease. No interest shall accrue on the deposit.

d. **First Month's Rent.** On the Effective Date, Tenant shall deposit with Landlord an additional \$20,000 which amount shall be credited against Tenant's Rent obligations as set forth above.

3) **Option to Extend.** So long as Tenant is not in Default, Tenant shall have the Option to extend this Lease for three additional 5 year terms (the "Option Term") by providing notice of intent of Tenant's desire to exercise its option to extend the Lease for an Option Term at least 120 days prior to the expiration of the then current Term (the "Renewal Notice"). The Option Term(s) will be on the same terms and conditions set forth in this Lease, except Rent for each Option Term shall initially be set at "market rent for similar space" as determined by other comparable rents on and around the Town square but shall in no event be less than the prior monthly Rent. Landlord shall notify Tenant of the Rent amount for the Option Term within 30 days following Tenant's Renewal Notice (the "Rent Notice"). Tenant shall then have 30 days from its receipt of the Rent Notice to notify Landlord of the exercise of the option to extend the Lease for the Option Term for the Rent amount set forth in the Rent Notice. If Tenant fails to provide such notice, the Lease shall expire at the end of the then current Term or Option Term as the case may be. Additionally, if Tenant exercises an Option Term, Tenant shall true up the Security Deposit to be equal to the amount of Rent due at the beginning of that Option Term. Beginning on the first anniversary of each Option Term and for every calendar year during any Option Term (if exercised as set forth above), the Rent shall be adjusted by multiplying the last Rent due by One Hundred and Three percent (103%) which shall be the new Rent for the subsequent calendar year of such Option Term.

4) **Additional Rent – Triple Net.** In addition to the Rent set forth above, Tenant shall pay, monthly in advance beginning on January 15, 2024, an estimated amount during the Term and any Option Term, as additional rent, 1/12th of all pro rata (60% of total expenses) costs associated with the Landlord's operation, maintenance and repair of the Building including but not limited to the actual real and personal property taxes, all insurance premiums, alarm costs, water, sewer, and other utilities, building and common area maintenance charges including snow removal, repair and replacement charges, and property management fees or other assessments levied or assessed against Landlord (collectively "Operating Expenses"). Notwithstanding the foregoing, Operating Expenses due shall be modified as follows:

- a.
- b.
- c.

Landlord shall deliver to Tenant a report for the previous calendar (the "Operating Expense Report") by January 31st of each year setting forth (a) the actual Operating Expenses incurred and paid for the prior year, (b) the amount of Operating Expenses due from Tenant for the prior year, and (c) the amount of Operating Expenses actually paid by Tenant for the prior year. Within 30 days after delivery of the Operating Expense Report, Tenant shall pay to Landlord the amounts due minus the amount paid. If the amount paid by Tenant exceeds the amount due, Tenant shall apply the excess to Tenant's payment of Operating Expenses next coming due. Landlord shall have the right, one time during each calendar year, to revise the expected monthly Operating Expenses upon 30 days advance written notice.

The following shall not constitute "Operating Expenses": (i) leasing commissions, accountants' or attorneys' fees, costs and disbursements and other expenses incurred in connection with other tenants

or occupants of the Building or defense of Landlord's title to the Building; (ii) depreciation, ground lease rental, interest on debt or amortization payments on any mortgages or indebtedness of Landlord; (iii) any expenses that under generally accepted accounting principles and practices would not be considered a maintenance or operating expense; (iv) salaries, benefits or other compensation paid to leasing agents or employees of Landlord (other than a proportionate expense of a building manager involved in the day-to-day operations or management of the Building; (v) all contributions to political or charitable organizations; (vi) interest or penalties for late payments unless caused by Tenant; (vii) costs reimbursed by insurance; (viii) expenses in connection with services or other benefits of a type which are not provided to Tenant but are provided to another tenant or occupant; and (ix) costs incurred by Landlord to comply with its indemnity obligations under this Lease.

Capital expenditures that are required due to changes in law that become effective after the Effective Date, shall be Operating Expenses and amortized on a straight line basis over the life of the improvement and payable as described in the section titled Repair and Maintenance.

- 5) **Personal Property Taxes.** Tenant shall be liable for taxes levied against its personal property, trade fixtures and other property placed by Tenant in the Leased Premises.
- 6) **Taxes and Assessments.** Landlord shall pay all real estate taxes and assessments, and any other governmental charges, assessments or taxes pertaining to the Building during the Term and Option Term(s) of this Lease, but subject to Tenant's obligation to reimburse Landlord for such items in accordance with the Operating Expenses provisions of this Lease.
- 7) **Utilities.** Subject to the obligations in the Operating Expenses provisions of this Lease, to the extent utilities are metered separately to the Leased Premises, Tenant shall establish, pay for and maintain all utility accounts in its name. Tenant is responsible for snow and ice removal from the boardwalk directly in front of the Leased Premises (but no other part of the Building), and Tenant shall be solely liable for any loss, damage or injury from Tenant's failure remove snow or ice from such area.
- 11) **Insurance.**
 - a. Landlord, shall obtain and maintain, and pass through a pro rata portion as Operating Expenses, fire and extended "all risk" insurance coverage on the Building at its full replacement cost.
 - b. Tenant, at its cost, shall insure Tenant's personal property located on the Leased Premises against loss or damage by fire or other casualties in the amount of its full insurable value.
 - c. Tenant, at its sole cost, shall obtain commercial general liability insurance with respect to the Leased Premises and Tenant's activities in the Premises, with minimum limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. Such insurance must include specific coverage provisions or endorsements (a) for broad form contractual liability insurance insuring Tenant's obligations under this Lease; (b) naming Landlord as an additional insured; (c) waiving the insurer's subrogation rights against the Landlord and their principals, members, employees, agents, insurers and attorneys (hereafter "Landlord Parties"); and (d) providing Landlord with at least 30 days prior notice of modification, cancellation, material amendment, non-renewal or expiration; (e) expressly stating that Tenant's insurance will be provided on a primary and not contributory basis to Landlord's coverage; and (f) providing "dram shop" coverage or liquor liability coverage or coverage for liability arising out of the consumption of alcoholic beverages consumed on or obtained at the Leased Premises, in amount generally accepted in the industry for such coverage and reasonably approved by Landlord. If Tenant provides such liability insurance under a blanket policy, the insurance must be made specifically applicable to the Leased Premises and this Lease on a per location basis.
 - d. Within 10 business days of the Effective Date, Tenant shall provide Landlord with certificates of all insurance policies to be maintained by Tenant with evidence of payment of the premiums and shall provide copies or access to such copies of the actual policy upon demand by Landlord.

- e. If Tenant does not obtain or maintain any of the insurance policies required under this section, Landlord has the right to declare a default, and/or obtain or maintain such policies on its own, and then charge all premium payments made by Landlord to Tenant as Operating Expenses.

12) **Use of Leased Premises.** The use of Leased Premises shall be restricted to those uses that are incidental or necessary to Tenant's operations as a restaurant (including liquor sales for on premises consumption, storage and associated office uses for the restaurant), and ancillary uses related to the principal use, or any other uses that may be accepted by Landlord in writing from time to time in Landlord's sole discretion. Furthermore, the Leased Premises shall be used and occupied by Tenant in a careful, safe and proper manner. Tenant shall pay on demand for any damage to the Leased Premises caused by the misuse of same by it, its agents, employees, licensees, guests and invitees. Tenant shall not use or keep any substance or material in or about the Leased Premises that may vitiate or endanger the validity of the insurance on the Leased Premises or increase the hazard of the risk, or which may create a nuisance.

13) **Smoking Prohibited.** Landlord does not allow, and Tenant agrees there shall be no smoking within the Leased Premises.

14) **Pets.** No pets are allowed on the Leased Premises.

15) **Acceptance of Leased Premises.** Taking possession of Leased Premises by Tenant is conclusive evidence that Tenant accepts them as being in good and satisfactory condition when possession was taken. Tenant has inspected the Leased Premises and accepts the same in "as is" condition, without relying on any representations or warranties of Landlord. Tenant acknowledges that the Leased Premises include all equipment and Trade Fixtures on the Leased Premises as of the Effective Date of this Lease.

16) **Subordination to Mortgage and Non-Disturbance.** The Building currently is not encumbered by any mortgage or other security instrument. This Lease shall be subordinate to any mortgages or other security instruments that may now or hereafter encumber the Leased Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof, on the condition that any lender secured by a mortgage or other security instrument agree not to disturb Tenant's occupancy pursuant to this Lease so long as Tenant is not in Default. Tenant shall, within 3 business days of Landlord's request, execute an estoppel certificate, subordination and non-disturbance agreement or instrument as Landlord may reasonably request in this regard complying with the provisions of this section.

17) **Repair and Maintenance.**

- a. Tenant. Tenant acknowledges that the Leased Premises are in good repair and working order in the premises. Tenant shall, at its sole expense, maintain the Leased Premises (including, without limitation, all electrical, plumbing and mechanical systems from where they are stubbed into the demising wall – unless such utility line serves other areas in the Building, in that case, Landlord shall be responsible for such maintenance so long as the maintenance requirement was not caused by an act or omission of Tenant) in as good order and repair as it was as of the Effective Date, reasonable wear and tear excepted.
- b. Landlord. Landlord shall be responsible for the performance of all repair, maintenance and replacement of all structural elements, roof and exterior walls of the Building, the HVAC system and all sewer, water, electric and gas systems from the point of connection with the utility to the point of entry into demising walls. Landlord's maintenance responsibility for utilities ends at the demising wall unless such utility in the demising wall serves more than just the Leased Premises (in that event only, Landlord shall remain responsible for maintenance and the costs will be split between the Tenants benefiting from such joint utility, line, duct, etc.). All other such repairs, maintenance, and replacements under Landlord's responsibility are to be reimbursed as Operating Expenses. In the event an item under Landlord's responsibility needs replacement, the replacement cost shall be amortized in straight line depreciation in accordance with Internal Revenue Service guidelines and regulations over the life of the item repaired and allocated in part to Tenant during the Term. By way of example only, for an item with a 20 year depreciable life, if the

Tenant has a Term of 10 years, the replaced item shall be paid one half by Tenant as Operating Expenses and one half by Landlord. Notwithstanding the foregoing, in the event an item under Landlord's general responsibility is damaged through acts or omissions of Tenant, Tenant shall be responsible for that item's replacement but the replacement cost shall be amortized in straight line depreciation during the Term of this Lease as it may be extended. By way of example, only, for an item with a 20 year depreciable life, if the Tenant has a Term of 10 years, the replaced item shall be paid for entirely by Tenant as Operating Expenses, in equal parts, monthly, during the Term. Tenant waives any claims for damages, including loss of business resulting therefrom, so long as such work is done on a reasonable basis, at reasonable times, and is reasonably necessary in the discretion of the Landlord. In the exercise of its rights under this paragraph, Landlord shall not unreasonably interfere with the conduct of Tenant's business.

18) Landlord's Access. Landlord and its representatives may enter the Leased Premises after 24 hours phone notice (except in the case of an emergency where no advance notice is required) for the purpose of: a) inspecting the Leased Premises to ascertain Tenant's compliance with this Lease; b) in order to make repairs, improvements, additions or alterations as Landlord deems necessary for the safety, improvement or preservation of the Leased Premises, all of which shall be Operating Expenses; c) to post notices of non-responsibility under mechanics' lien law; d) to show the Leased Premises for sale, lease or mortgage financing; or e) for any other reasonable purposes. In the exercise of its rights under this paragraph, Landlord shall not unreasonably interfere with the conduct of Tenant's business.

19. Alterations. Tenant shall make no alterations in or additions to the Leased Premises without first obtaining the written consent of Landlord, with such consent not to be unreasonably withheld by the Landlord, and all additions or improvements made by Tenant shall be deemed a part of Leased Premises and shall remain upon and be surrendered with the Leased Premises at the termination hereof by lapse of time or otherwise unless otherwise stated in writing by Landlord or as provided in this Lease. In the event Landlord conditioned the acceptance of the improvement on Tenant's subsequent removal, Tenant shall remove such improvements and restore the Leased Premises to the condition that existed at the beginning of the Term. Following written consent of the Landlord to any alteration or improvements to the Leased Premises, Tenant shall be responsible for obtaining all necessary building permits and governmental approvals at Tenant's sole cost. All contracts for alterations or improvements shall contain a provision waiving the contractor's right to claim a mechanic's lien against the Leased Premises. In the event Landlord approves modifications to the Leased Premises, all modifications shall be performed by licensed contractors who shall deliver to Landlord before commencement of Tenant's Work performance and payment bonds, as well as proof of workers' compensation and general liability insurance coverage, including coverage for completed operations and contractual liability, with Landlord and its agents and designees named as additional interests, in amounts and in form reasonably satisfactory to Landlord, which shall remain in effect during the entire period in which Tenant's Work shall be carried out.

20. Assignment Sublease and Mortgage by Tenant. Tenant shall not assign or create a security interest in, pledge or encumber this Lease or the Leased Premises in any way or permit the use of any part thereof by any subtenant, licensee or concessionaire. Further, Tenant shall not permit or allow any change in control of Tenant, where cumulatively 50% or more of the ownership structure of Tenant changes, without first obtaining Landlord's prior written consent which may be withheld in Landlord's sole discretion. In the event of a proposed change in control of Tenant, Landlord shall be entitled to review the financials of any proposed purchaser of a Membership interest in the Tenant LLC. In the event Tenant violates this section, Tenant shall nevertheless remain liable for the performance of all the terms of this Lease. This Lease shall not be assignable incident to a divorce.

21. Signs. Upon the prior written approval of Landlord, Tenant shall have the right to erect and maintain signs in, on or about the Leased Premises, subject to Town of Jackson LDRs regarding signs.

22. Trade Fixtures.

- a. **Trade fixtures not bolted or affixed.** Trade fixtures owned by Tenant in the Leased Premises that are not bolted to or affixed to the Leased Premises shall remain the property of Tenant and may be removable at any time by it on or before the termination hereof by lapse of time or otherwise. Landlord shall have the option, but not the obligation to purchase such trade fixtures prior to the termination of this Lease for the price paid by Tenant for such trade fixtures, minus the depreciated value as derived from the depreciation schedules on Tenant's tax returns for the business operated at the Leased Premises.
- b. **Trade fixtures bolted or affixed.** Trade fixtures owned by Tenant in the Leased Premises that are bolted to or affixed to the Leased Premises (including but not limited to kitchen ventilation, hood, tables, bars and built-in walk in coolers), shall not be removable by Tenant and shall belong to the Landlord.
- c. **Lighting Fixtures.** Lighting fixtures, whether or not installed by Tenant, shall not be removable at the expiration or earlier termination hereof, and shall become the sole property of Landlord.

23

24. Tenant's Covenants. Tenant covenants that it shall:

- a. Comply with all laws, orders, regulations, rules, ordinances and covenants of any governmental body having jurisdiction over the Leased Premises;
- b. Give to Landlord prompt written notice of any accident, fire defect, or damage occurring on or to the Leased Premises;
- c. Keep the Leased Premises sufficiently heated to prevent freezing of pipes, waterlines and fixtures;
- d. Keep the Leased Premises orderly, clean, sanitary and free from objectionable odors and insects, vermin, pets, pests or nuisances;
- e. Do all things reasonably possible to prevent the filing of any mechanics' or other liens against the Leased Premises or any part thereof by reason of work, labor, services or materials furnished or claimed to have been furnished to Tenant, or anyone holding the Leased Premises or any part thereof, through or under Tenant. If any lien is filed against the Leased Premises, Tenant shall either cause it to be discharged within 20 days after the date of the filing, or if Tenant, in its discretion and in good faith, determines the lien should be contested, Tenant shall furnish such security as may be necessary or required to prevent any foreclosure against Tenant's or Landlord's interest in the Leased Premises. If Tenant fails to discharge such lien within such period, or fails to furnish adequate security, then in addition to any other right of remedy of Landlord, Landlord may, but shall not be obligated to, discharge the lien either by paying the amount claimed or by procuring the discharge of such lien by obtaining security or in any other manner available to Landlord and such costs, including Landlord's attorney fees, shall be reimbursed upon demand by Landlord. Nothing in this section shall imply any consent or agreement on the part of Landlord to subject Landlord's interest in the Leased Premises to liability under any mechanics' or other lien law;
- f. Repay Landlord, as Operating Expenses, on demand, all sums disbursed or deposited by Landlord pursuant to the provisions of this Lease, including Landlord's costs, expenses and reasonable attorneys' fees incurred by Landlord in connection therewith;
- g. Obtain and maintain in force the liability insurance required hereby;

- h. Not permit anyone other than employees, agents, servants and business invitees to remain in or loiter upon the Leased Premises;
- i. Comply with all reasonable rules and regulations that may be established, from time to time, by Landlord.
- j. Not do or allow anything objectionable to the insurance companies insuring the Leased Premises, which would void or suspend those insurance policies, or be rated as a more hazardous risk than at the date when Tenant receives possession. In the event of breach of this covenant, in addition to all other remedies of Landlord, Tenant shall pay to Landlord as Operating Expenses its pro rata portion any increase in insurance premiums;
- k. Not permit waste upon the Leased Premises or any other nuisance;
- l. In the event the Town of Jackson or Teton County imposes any increased real property tax assessment or increased mill levy, Tenant shall pay to Landlord as Operating Expenses its pro rata portion of any such increase;
- m. Take no action to encumber any leasehold improvements owned by Landlord; and
- n. Take no action to encumber any of Tenant's personal property or assets that are used in connection with the operation of the business in the Leased Premises without Landlord's prior written consent; provided, however, that Tenant may encumber its personal property or assets (except for lighting), without Landlord's prior written consent so long as the debt secured by such encumbrance does not exceed \$300,000.

25. Landlord's Covenants of Quiet Enjoyment. Landlord covenants that Tenant, upon paying the Rent and performing the Tenant's covenants, shall peacefully and quietly have, hold and enjoy the Leased Premises during the term hereof, unless specifically provided to the contrary herein.

26. Sale of Leased Premises. Tenant agrees that Landlord is free to sell the Leased Premises during the Term. If Landlord intends to sell and/or market the Leased Premises for sale, it shall give Tenant good faith notice of such intention as early as possible (preferably before a sales contract is actually signed). If a contract for the sale of Leased Premises is entered into by Landlord and a buyer during the Term, Landlord shall contemporaneously with the execution of that sales contract notify Tenant that the Leased Premises are under contract for sale. Any such sale shall be subject to this Lease as amended or extended which shall remain in full force and effect.

27. Payment After Termination. Should tenant hold possession of the Leased Premises after the expiration of the Term with the consent of the Landlord, which consent, if provided, must be provided within 10 business days from the end of the Term, then only upon such written consent shall Tenant become a month-to-month tenant on all terms of this Lease and the Rent during any such period shall be 150% of the last Rent. In the event Landlord does not provide consent, then Tenant shall have only a Tenancy at Sufferance.

28. Surrender of Leased Premises. Upon the termination of this Lease, Tenant shall surrender the Leased Premises to Landlord in as good a condition as at the beginning of the term, reasonable wear and tear excepted, together with all alterations, interior decorations, additions, and improvements that may have been made during the Term. Tenant shall surrender the Leased Premises with all equipment and trade fixtures in place on the Effective Date of this Lease including any substitute or replacement equipment or trade fixtures brought onto the Leased Premises by Tenant. Notwithstanding any other provision to the contrary in this Lease, any personal property, or trade fixtures, remaining in the Leased Premises following the expiration or termination hereof shall be deemed to be the property of Landlord and may be disposed of by the Landlord in its sole discretion without liability to the Tenant. Landlord may also charge Tenant all reasonable costs and expenses incurred in removing Tenant's abandoned personal property and trade fixtures from the Premises and such costs shall be considered Operating Expenses.

29. Damage or Destruction to Leased Premises. So long as insurance proceeds related to any claim for damage are available, if the Leased Premises are damaged by fire, the elements, unavoidable accident or other casualty, and the Leased Premises are not rendered untenable in whole or in

part, Landlord shall cause the damage to be repaired, such costs, including deductibles shall be considered as Operating Expenses and the Rent shall not be abated. If, as a result, the Leased Premises are rendered untenable only in part, so long as insurance proceeds are available, Landlord shall promptly cause the damage to be repaired and the Rent, during such period of repair, shall be abated proportionately to the portion of Leased Premises rendered untenable but the costs of repair, including deductibles shall be considered Operating Expenses. If, as a result, the Leased Premises are rendered wholly untenable and cannot be repaired within 180 days, Landlord shall within 180 calendar days of the occurrence of the event, at its option, either: (i) cause the damage to be repaired at its expense and the Rent, during such period of repair, shall be abated in whole but the Term shall not be extended; or (ii) declare the balance of the Term hereof to be null and void and terminate the Lease. If repairs cannot be completed within 180 calendar days, Tenant has the right to terminate the Lease. If any damage or destruction occurring to the Leased Premises, whether partial or complete, is caused as the result of the fault or any negligence of Tenant or Tenant's guests, invitees, agents, licensees, or subtenants, there shall be no apportionment or abatement of rent during the Term and Tenant shall be solely responsible for restoring the Leased Premises.

30. Tenant's Property. Landlord shall not be liable for any damage or loss to property of Tenant or of others located on the Leased Premises by theft or otherwise. Landlord shall not be liable for any damage caused by other tenants or persons in the Leased Premises, occupants of adjacent property, or the public, or caused by operations in construction of any private or public work. Landlord shall not be liable for any latent defect in the Leased Premises. All property of Tenant or its subtenants kept or stored on the Leased Premises is done so at the risk of Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of Landlord.

31. Default by Tenant.

- a. Failure to pay Rent or Operating Expenses or any other sum due under this Lease, which failure continues for 10 business days from the original due date constitutes a Default. Abandonment of the Leased Premises, the filing of a petition for bankruptcy, or appointment of a receiver, or failure to observe or perform any of the other terms of this Lease for a period of 30 days after written notice (or up to 90 days so long as Tenant has promptly commenced cure and proceeded with such cure) of such failure constitutes a Default. Voluntarily encumbering any asset owned and used by Tenant in connection with the operation of the business in the Leased Premises without the prior written consent of the Landlord constitutes a Default. In the event of a Default, Landlord may (i) terminate this lease or (ii) re-enter the Leased Premises and take possession of the Leased Premises without termination. In either event, Tenant shall immediately vacate the Leased Premises and deliver possession to Landlord. Both remedies of Landlord may be taken with or without legal proceedings, using such force as may be necessary. Further, Landlord has the right to remove from the Leased Premises any of Tenant's personal property without liability for breach of the covenants of this Lease, and without being guilty of trespass or forcible entry and detainer.
- b. If Landlord terminates the Lease as a result of Default by Tenant, it may remove Tenant and its Property from the Leased Premises without liability. Tenant shall remain liable for all Rent, Operating Expenses, and other amounts due under the Lease until Landlord can lease the Leased Premises to another Tenant of Landlord's choosing at such rental and on such other terms and conditions as Landlord, in its sole discretion, may deem advisable. Landlord shall take all necessary and reasonable actions to find another Tenant in order to fulfill its duty to mitigate its damages, if any. All amounts due under the Lease shall be due and payable by Tenant to Landlord at the time proscribed by the Lease, and shall accrue interest as set forth in this Lease, less any mitigated damages.

- c. If Landlord elects not to terminate and to re-enter the premises, no such re-entry or taking possession of the Leased Property by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant or unless termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, the Landlord may at any time thereafter elect to terminate this Lease for such previous breach and the provisions of Section (b) shall apply. Landlord, after taking possession, may re-lease the Leased Premises for such time and on such reasonable terms as Landlord, in its sole reasonable discretion, shall determine. Landlord shall take all necessary and reasonable actions to find another Tenant in order to fulfill its duty to mitigate its damages, if any. Any proceeds from re-leasing the Leased Premises shall first be applied to the expenses of re-letting, including redecoration, repair, alteration, advertisement, brokerage, legal, and other reasonably necessary expenses and Tenant shall pay to Landlord all such expenses upon demand by Landlord. If the proceeds from re-leasing are, after payment of expenses, insufficient to pay the full amount of Rent under this Lease, Tenant shall pay such deficiency to Landlord monthly on demand as it becomes due.
- d. All of Landlord's remedies under this Lease are non-exclusive and shall be in addition to all other remedies Landlord may have at law or equity. Waiver by Landlord of any breach of this Lease shall be effective only if it is in writing, and shall not be deemed a waiver of any other breach, or subsequent breach of the same obligation. Landlord's acceptance of any payment by Tenant does not constitute a waiver of any breach by the Tenant and if the acceptance occurs after Landlord's notice of termination or of Tenant's right to possession, the acceptance shall not affect the termination or reinstate Tenant's right to possession.
- 32) **Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of an amount less than the amount due and no endorsement or statement on any check or letter accompanying a check shall be deemed an accord and satisfaction and Landlord may accept such check without prejudice to Landlord's rights to recover the balance due or to pursue any other remedy of this Lease.
- 33) **Estoppel Certificate.** Tenant shall at any time within 10 business days after written request from Landlord execute, acknowledge, and deliver to Landlord a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); (b) confirming the commencement and expiration dates of the Term; (c) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed; and (d) confirming any other matters or providing any other information that Landlord requests. Failure to provide such estoppel certificate within 10 business days of written request shall constitute a default.
- 34) **Abandonment of Leased Premises.** If Tenant shall abandon (lack of presence for more than 3 weeks uninterrupted other than due to casualty) or vacate the Leased Premises before the termination of the Lease, or if Landlord re-enters the Leased Premises without termination, Landlord may, at its option and without notice to Tenant, enter the Leased Premises, and re-let the same, or any part thereof, as it may see fit, without thereby voiding or terminating this Lease, and, for the purpose of such re-letting, Landlord is authorized to make any repairs, changes, alterations or additions in or to the Leased Premises, as may, in the sole reasonable discretion of Landlord, be necessary or desirable for the purpose of such re-letting, and if a sufficient sum shall not be realized from such re-letting each month to equal the monthly rental and other charges required of Tenant hereunder, then Tenant agrees to pay such deficiency on demand from Landlord.
- 35) **Involuntary Assignment and Bankruptcy.** Neither the Lease, nor the Leasehold estate shall be subject to involuntary assignment, transfer or sale, or to assignment or sale by operation of law in any manner (except through testate or intestate succession) and any such attempt shall be void and of no effect. Further and without limiting the foregoing, if Tenant files or is subject to bankruptcy filings, is deemed insolvent or makes an assignment for the benefit of creditors, has a receiver appointed and any of the

foregoing are not dismissed, discharged or overturned within 20 days, the above shall constitute a breach of this Lease and at the election of the Landlord, Landlord may terminate this lease and all rights of the Tenant hereunder and any person or entity claiming by or through the Tenant.

- 36) **Waiver of Breach.** The waiver by Landlord or Tenant of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of any item or any subsequent breach of the same or any other item. None of the terms, covenants or conditions hereof can be waived without the written consent of the Landlord.
- 37) **Attorneys' Fees.** In the event a lawsuit, mediation, or arbitration is brought to enforce the terms and conditions of this Lease, the substantially prevailing party shall be entitled to recover its reasonable attorney's fees and costs and both parties agree that they ask the judge, mediator, or arbitrator "which party is the substantially prevailing party" to such lawsuit.
- 38) **Indemnification.** Tenant shall indemnify Landlord and save it harmless from and against all claims, actions, damages, liability and expense (including attorneys' fees) in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of or from the Leased Premises and adjacent sidewalks and areas, or the occupancy or use of Leased Premises by Tenant or its sub-tenants, or occasioned wholly or in part by any act or omission of Tenant, its agents, licensees, invitees, and guests.
- 39) **Notices.** All notice and other communications given or made under this Lease shall be in writing and shall be deemed effective when given: (a) upon personal delivery to the party being notified; (b) when sent by confirmed electronic mail if sent before 5:00 pm MST on a regular business day, if not on the next business day; (c) 5 days after being sent by registered or certified mail return receipt requested, postage prepaid; or (d) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. Irrespective of the form of notice selected, notice shall also be given via email. All communications shall be sent to the respective parties at the addresses set forth below.

To Landlord:

Big Mountain Enterprises, LLC
Attn: Kelly Lockhart
PO Box 1513
Jackson, WY 83001
kellylockhart@me.com

To Tenant:

Roosevelts, LLC
Att: Kristin Walker
6455 Spring Gulch Road
Jackson, WY 83001
kristinpatricewalker@gmail.com

- 40) **Change in Use.** Tenant shall be solely responsible for all permits required by the Town of Jackson to permit the use contemplated by this Lease. Landlord shall provide Tenant with a Letter of Authorization in order to allow Tenant to pursue such change in use. In the event there are any mitigation fees associated with such change in use, Tenant shall be solely responsible for all such fees.
- 41) **Assignment by Landlord.** Landlord may, in its sole discretion assign this lease subject to the terms and conditions of this Lease which shall remain unaffected and in full force and effect.
- 42) **Entire Agreement.** This Lease contains the entire agreement of the parties on the subject matters dealt with herein and supersedes all prior and contemporaneous agreements and understandings of the parties. Unless set forth in this Lease, no representations, warranties, covenants, contracts, promises or undertakings shall have been made by any party.

43) **Miscellaneous.**

- a. Time is of the essence.
- b. No partnership or joint venture is created by this Lease. Landlord and Tenant shall be construed to be that relationship of landlord and tenant only.
- c. Paragraph headings in this Lease are for convenience only and are not to be construed as a part hereof or in any way defining, limiting, or amplifying the provisions hereof. The words "Landlord" and "Tenant," as herein used, shall include the plural as well as the singular. The neuter gender includes the masculine and feminine. Landlord and Tenant agree that if any term, covenant, or condition of this Lease is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, or conditions shall in no way affect any other term, covenant, or condition of this Lease.
- d. All the terms of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, permitted successors, permitted assigns and legal representatives.
- e. This Lease shall be construed and enforced in accordance with and pursuant to governing Wyoming law.
- f. Tenant may not set off against Rent or Operating Expenses, or other sums due any claims that Tenant has or thinks it has against Landlord.
- g. This Lease may be executed in multiple counterparts, each of which will be deemed an original but all of which counterparts collectively shall constitute one document. Signatures may be exchanged by fax, or scan and email, which signatures shall be accepted and binding as originals.
- h. The parties agree that the venue of any action filed relating to this Lease shall be in the District Court of Teton County, Wyoming, Ninth Judicial District, except that any action for forcible detainer shall be in the Circuit Court of Teton, County, Wyoming; and further provided that if Landlord should bring an action under the forcible detainer law, **Tenant agrees that demand for a jury trial would have the effect of creating an unnecessary delay in taking advantage of what is intended to be a summary proceeding and, accordingly, as a material consideration for Landlord's agreement to enter into this Lease, Tenant hereby waives any jury trial and agrees that it will not demand a trial by jury in such event.**
- i. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms hereof, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
- j. No amendment or modification hereof shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution hereof.
- k. To the extent permitted by law, Tenant waives any claims it may have against Landlord for business interruption, and any other consequential or exemplary damages.

44) **No Reservation of Option.** Submission of this instrument for examination or signature by Tenant does not constitute an offer or option for lease and is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant

45) **Binding Effect.** This Lease shall be binding as of the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective as of the Date last signed below.

Landlord:

Kelly Lockhart

Big Mountain Enterprises, LLC

By: Kelly Lockhart

Its: Manager

Dated: 1-12-2024

Tenant:

Kristin P. Walker

Roosevelts, LLC

By: Kristin Walker

Its: Co-owner

Dated: 1-12-2024



Date: 01/22/2024

Reference: Roosevelts LLC

To Whom It May Concern:

This letter is to confirm that ROOSEVELTS LLC has an active business checking account at Bank of Jackson Hole:

Account Name: Roosevelts LLC

Account Address: [REDACTED]

Thank you,

A handwritten signature in blue ink, appearing to be "Olga Salmina", enclosed within a light blue circular stamp.

Olga Salmina

Banking Center Manager VP

Bank of Jackson Hole, a Division of NBH Bank

PO Box 7000 | Jackson, WY 83001

Office: 307-732-2654.

On Fri, Jan 19, 2024 at 1:34 PM Sara Budge <sara.budge@wyo.gov> wrote:

Hello Lynsey,
We are currently working with Kristin Walker to license her restaurant located at 140 N Cache. Please let me know if you need anything from me as she has stated that she is applying for a liquor license.
Thanks,

Sara Budge, REHS
Environmental Health Supervisor
[307-732-8490](tel:307-732-8490)
<http://www.tetoncountyny.gov/158/Environmental>



Teton County Health Department
460 East Pearl Avenue
PO Box 937
Jackson, Wyoming 83001
Main: 307-733-6401
Fax: 307-733-8747
www.tetoncountyny.gov/health

E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

----- Forwarded message -----
From: **Lynsey Lenamond** <lynseylenamond@jacksonwy.gov>
Date: Mon, Jan 22, 2024 at 9:55 AM
Subject: RE: Food License
To: sara.budge@wyo.gov <sara.budge@wyo.gov>
Cc: kristinpatricewalker@gmail.com <kristinpatricewalker@gmail.com>, Brody Wallace <brody.wallace@wyo.gov>

Thank you, Sara!

Lynsey Lenamond
Senior Deputy Town Clerk
Town of Jackson
307-733-3832 ext. 1110
lynseylenamond@jacksonwy.gov
www.jacksonwy.gov



[Sign Up for the Town's Newsletter!](#)

From: [Brody Wallace](#)
To: [Kristin Walker](#)
Cc: [Lynsey Lenamond](#); [Mark Walker](#); sara.budge@wyo.gov
Subject: Re: Food License
Date: Wednesday, January 31, 2024 12:28:09 PM
Attachments: [image001.png](#)



Greetings,

I just spoke with Mark on the phone to clarify some things regarding the restaurant at 140 N. Cache (previously Suda)

You do not need to fill out a plan review application since the kitchen was previously licensed and minimal changes are occurring (installing pizza oven).

We cannot send out or have you fill out a food license application prior to doing our pre-opening inspection. One of the 3 page carbon copies for the food license application serves as your temporary food license until the official one is received in the mail. I am confident that the business will obtain the food license after our pre-opening inspection and should not hold up the process of getting a liquor license.

Let me know if you have any questions,
Brody

On Thu, Jan 25, 2024 at 12:03 PM Kristin Walker <kristinpatricewalker@gmail.com> wrote:
Good afternoon,

I believe my brother, Mark, copied on this email, met with Lynsey today to talk through the application and will be visiting the site this afternoon. I wanted to clarify one thing - it is my brothers understanding that Lynsey and the Town of Jackson need to see a written food permit application in process before it is voted on. However, it is my understanding that since we are using an existing, previously approved kitchen, we do not need to fill out a [Teton County Plan Review Application for Food Permits.](#) So as a result we will not have any application to fill out until the in-person inspection (and that is a carbon copy form that we can't really fill out ahead of time). Is this all correct? If so, how do we reconcile that with the Town's need for a physical application?

So sorry if I am confused on this (a distinct possibility!). We just want to make sure we do it all right so any clarification and guidance would be greatly appreciated.

Thank you so much for your help -

Kristin

On Mon, Jan 22, 2024 at 9:55 AM Lynsey Lenamond <lynseylenamond@jacksonwy.gov> wrote:

Thank you, Sara!

Lynsey Lenamond

Senior Deputy Town Clerk

Town of Jackson

307-733-3932 ext. 1116

lynseylenamond@jacksonwy.gov

www.jacksonwy.gov



[Sign Up for the Town's Newsletter!](#)

From: Sara Budge <sara.budge@wyo.gov>

Sent: Friday, January 19, 2024 11:34 AM

To: Lynsey Lenamond <lynseylenamond@jacksonwy.gov>

Cc: kristinpatricewalker@gmail.com; Brody Wallace <brody.wallace@wyo.gov>

Subject: Food License

Hello Lynsey,

We are currently working with Kristin Walker to license her restaurant located at 140 N Cache. Please let me know if you need anything from me as she has stated that she is applying for a liquor license.

Thanks,

--

Sara Budge, REHS

Environmental Health Supervisor

307-732-8490

<http://www.tetoncountwy.gov/168/Environmental>



E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

--

Kristin Walker
kristinpatricewalker@gmail.com
307-690-4705

E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

Roosevelts Food Menu – (Still developing and adding items)

Appetizers – 4-6 items will be offered

Chicken Wings

Jalapeno Popper Dip

Soups / Salads – 1-2 soups and 3-4 salads

Chicken Caesar Salad

Southwest Salad

Roast Chicken & Warm Goat Cheese Salad

Chili

Handhelds / Sandwiches – 5-8 offerings which will come with a choice of side

Cheeseburger

Chicken Sandwich

Panini

Entrees – 5-8 items

Fish & Chips

Carbonara

Salmon with roasted vegetables

Pizzas – individual 10" pizzas will be offered, looking at 4-6 varieties

Pepperoni

Cheese

Desserts – 2-4 options

STATE OF WYOMING * SECRETARY OF STATE
BUSINESS DIVISION

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone: 307-777-7311 · Website: <https://sos.wyo.gov> · Email: business@wyo.gov

Filing Information



Please note that this form **CANNOT** be submitted in place of your Annual Report.

Name **Roosevelts LLC**

Filing ID **2024-001385073**

Type Limited Liability Company

Status

Active

General Information

Old Name

Sub Status

Current

Fictitious Name

Standing - Tax

Good

Standing - RA

Good

Sub Type Close

Standing - Other

Good

Formed in Wyoming

Filing Date

01/01/2024 6:21 PM

Term of Duration Perpetual

Delayed Effective Date

01/02/2024

Inactive Date

Principal Address

6455 Spring Gulch Road
Jackson, WY 83001

Mailing Address

6455 Spring Gulch Road
Jackson, WY 83001

Registered Agent Address

Kristin Patrice Walker
6455 Spring Gulch Road
Jackson, WY 83001

Parties

Type	Name / Organization / Address
------	-------------------------------

Organizer	Kristin Patrice Walker 6455 Spring Gulch Road, Jackson, WY 83001
-----------	--

Organizer	Mark Allan Walker 350 E. Cottonwood, Jackson, WY 83001
-----------	--

Notes

Date	Recorded By	Note
------	-------------	------

Annual Report History

Num	Status	Date	Year	Tax
-----	--------	------	------	-----

Amendment History

ID	Description	Date
See Filing ID	Initial Filing	01/01/2024 effective 01/02/2024

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **Roosevelts LLC**

Filing ID **2024-001385073**

Type Limited Liability Company

Status

Active

STAFF REPORT



Meeting Date:	April 15, 2024	Meeting Title:	Regular Town Council
Submitting Department:	Planning Department	Presenter:	Tyler Valentine
Agenda Item:	Development Plan for a new 2-story, 12,366 sf bank at the property addressed at 380 S. Highway 89 (P23-226)	Public Comment:	Yes

Purpose & Policy Considerations.

A Development Plan is required in the Commercial Residential – 3 (CR-3) zoning district by the Town of Jackson Land Development Regulations (LDRs) for projects with qualifying floor area exceeding 9,750 sf. The proposed building includes 12,366 sf of qualifying floor area. Development Plans require Planning Commission review and recommendation before the Town Council’s final review and consideration.

Requested Action.

The applicant on behalf of Zions Bank, Prescott Muir Architects, is requesting approval for a Development Plan for a new 2-story, 12,366 sf bank (Service use) at the property addressed at 380 S. Highway 89.

Key Issues/Policy Questions.

No key issues have been identified at this time. The project as conditioned complies with the LDRs.

Recommendations.

The Planning Director and Planning Commission recommend **approval** of a Development Plan for a new 2-story, 12,366 sf, bank at the property addressed at 380 S. Highway 89, subject to the departmental reviews attached hereto, this staff report, and the following conditions:

1. At the time of building permit submittal, an updated photometric map shall be provided that demonstrates no light trespass occurs beyond any property line.
2. Prior to issuance of a Certificate of Occupancy for the building, the applicant shall apply and be approved for a Basic Use Permit for the “Service” use and “Drive-thru ATM” use.

Project Location.

The property is located at 380 S. Highway 89 and is legally known as LOT 2, MACINTYRE SUBDIVISION (PIDN: 22-41-16-32-4-19-003). An aerial photo is shown below on the following page:



Background/Project Description.

Background:

The subject site is 0.85 acres (37,173 sf) in size, zoned CR-3, and located on the east side of South Highway 89 just north of Shervin's gas station. The site, which used to be home to the Rendezvous Bistro restaurant, has since been removed in preparation for the proposed redevelopment. Proposed redevelopment will also remove all the existing trees on the site. The surrounding properties to the north, east, and south are all zoned CR-3, and across the highway to the west is a Town parcel zoned Rural. The property is not located within the Lodging Overlay, Natural Resource Overlay, or Scenic Resource Overlay.

The adjacent highway right-of-way, (i.e., South Highway 89) is owned and maintained by the Wyoming Department of Transportation (WYDOT). The site has historically been accessed via a +/-45' curb cut and driveway that straddles the southern property line and is shared by the subject property, the Hampton Inn to the east, and Shervin's to the south. The subject site is encumbered by several easements including a 30' shared access easement that runs along the southern property line benefitting the Hampton Inn, two access/utility easements totaling 48' along the western street property line, and a variable 20'-50' wide utility easement that runs along the eastern property line.

Project Description:

The applicant is requesting approval of a Development Plan for a new 2-story, 12,366 sf, 39' tall building for Zion's Bank Financial Center. As proposed, the site will maintain its historical vehicular access off South Highway 89 via a two-way access drive along the southern property line. The two-way access continues along the east side of the building, then opens up into three one-way ATM drive-thru lanes on the north side of the building, then continues as a one-way exit along the west side of the building bringing vehicles back to the entrance of the site. A total of 29 parking spaces are provided of which 25 are on site and four are shared off-site spaces

with the adjacent property to the east. Eight of the parking spaces are designed as Electric Vehicle (EV) capable and two spaces are designed as EV installed.

To serve pedestrian needs, internal sidewalks are proposed along the south and east sides of the building, both of which merge and connect to the existing sidewalk along South Highway 89. Landscaping is primarily proposed along the west and north sides of the building due to the shared access easement to the south and utility easement to the east sides of the building. Snow storage is provided directly in front of the building and within the 20'-wide landscape buffer adjacent to the highway. A trash enclosure is provided in the northeast corner of the site and 3 bike racks are provided near the southwest corner of the building.

Regarding the building itself, primary pedestrian access is provided on the south and east sides of the building. The first floor consists of a waiting/lobby area, a teller service area, bathrooms, and various offices. The second floor is primarily an open space for conferences, training, and similar financial gatherings. The primary proposed materials are gray stone veneer, aluminum clad paneling in champagne color, exposed wood joists, wood-wrapped steel columns, and exterior EIFS.

Staff Analysis.

Development Plan Overview

The purpose of a Development Plan is to review a physical development that is large and complex enough to benefit from a public review. After reviewing the applicant's submittal, staff finds that, as conditioned, the proposed project complies with the LDR requirements of the CR-3 zone. Please refer to the LDR Compliance table below:

LDR Compliance Table Commercial Residential-3 (CR-3)			
	Required	Proposed	Compliance
Lot Standards			
<i>Building Setbacks</i>			
Primary Street (Highway 89)	20' from property line 30' from back of curb	50' from property line 65' from back of curb	Complies.
Side Interior (north and south)	5'	5'-8" from north side 58'-6" from south side	Complies.
Rear (east)	10'	42'-7" from east	Complies.
<i>Landscaping</i>			
LSR	10% or 3,717 sf	16.5% or 6,136 sf	Complies.
Plant units	7.5 Plant Units (PU) 1/1,000 sf of required landscape area + 1 PU per 12 spaces + 1.5 PU in 20' front landscape buffer	7.5 PU	Complies
<i>Parking Setbacks</i>			
Primary Street, surface (min)	20'	20'	Complies.
Secondary Street, surface (min)	10'	30'	Complies.
Bulk Standards			

Street Facade			
Width of ground and 2nd story in primary street setback range			
% of lot width (min)	50% of 123' (excludes 30' right-of-way easement) = 61.5'	Ground Floor – 71' 2nd Floor – 74'	Complies.
Building Height			
Building Height (max)	42'	30'-39'	Complies.
Stories (max)	3	2	Complies.
Building Stepback			
3-Story Stepback	Not applicable for 2-story building	n/a	n/a
Scale of Development			
Floor Area Ratio (FAR)	0.40 x 37,173 sf (site area) = 14,869 sf max allowed	1 st floor = 6,102 sf 2 nd floor = 6,264 sf Total FAR = 12,366 sf	Complies.
Form Standards			
Pedestrian and Building Frontage			
Trees in Lawn	5' planting buffer + 6' clear sidewalk	5' planting buffer + 6' clear sidewalk	Complies
Building Frontage	Office	Office	Complies.
Use Standards			
Parking	2.25/1,000 sf (Service use) = 28 total required.	25 on-site spaces provided (1 is ADA) + 4 shared off-site spaces = 29 total provided	Complies.
EV Parking	30% EV capable 5% EV installed Total Required = 10 (2 EV installed + 8 EV capable)	10 provided (2 EV installed + 8 EV capable)	Complies.
Bike Parking	4 bike parking spaces required 1/10 nonresidential vehicle spaces required.	3 racks = 6 bike parking spaces	Complies.
Housing Mitigation	The existing restaurant of 4,632 sf carries credits of 2.77 units	Proposed: 2.67 units	Complies. No Mitigation Required

Site Layout and Building Design

Staff finds the proposed site plan is consistent with the goals of the CR-3 zone and with the corresponding Comprehensive Plan Subarea (Subarea 4.1 – Midtown Highway Corridor) which encourages adequate building setbacks and screening proportional to the busy highway corridor and also encourages parking to be located to the side or rear of buildings to be screened. As proposed, the site plan accomplishes both of these goals as the building is setback 50' from the property line, has ample landscaping (as conditioned), and locates the parking to the side and rear of the building. In addition, the building itself is below the allowed building height of 42' and does not utilize all of the maximum allowed FAR of 14,869 sf. Also, the applicant is not using the allowed 2:1 Workforce Housing Bonus which has allowed many projects to substantially increase development potential.

Finally, the proposed exterior materials are high quality which visually enhances the building aesthetics along this busy highway corridor.

Vehicular Access and Circulation

Staff is supportive of the proposed access and circulation plan which is very similar to how the previous restaurant site was laid out. Due to the numerous existing easements that encumber the property, the resulting building envelope is restricted beyond the required setbacks and thus the proposed building location, access, and parking are laid out appropriately. Although there will be 16 new spaces along the south of the building that will back out onto the shared access drive, which is allowed on private roads, the bank has different peak hourly traffic demands than the Hampton Inn to the east and thus staff is not concerned that this would create any issues.

Pedestrian Frontage and Street Facade

The current pedestrian improvements adjacent to the subject property include an 8' attached buffer zone with pavers and a 4'-4.5' detached sidewalk. Although the CR-3 zone allows both Trees in Grates or Trees in Lawn, staff is recommending Trees in Lawn which would match with the existing lawn to the north along the Albertsons property. One thing to mention is that South Highway 89 right-of-way is owned by the Wyoming Department of Transportation (WYDOT). WYDOT will need to review and approve all proposed improvements and there is a chance WYDOT may not allow trees along the street as they can conflict with plowing/snow storage operations depending on the type and size of tree. At this time staff has not received final review comments from WYDOT on this matter. In the event WYDOT prohibits street trees in the right-of-way, those required street trees will need to be provided on-site since they are required by the LDRs.

Landscaping

Staff finds that as conditioned, the proposed landscape plan meets the CR-3 zone's Landscape Surface Ratio (LSR), plant unit requirement, and landscape screen wall requirement for parking lots. The applicant has provided 6,136 sf of LSR which is almost double the minimum requirement. The applicant has also provided the required 6 plants that satisfy their 1/1,000 sf of required LSR and 1/12 parking spaces requirement. Furthermore, the applicant has provided an additional 1.5 plant units within the 20' front landscape buffer which are required for properties that front the highway. Overall staff finds the landscape plan and disbursement of plantings to comply with the LDRs and with the intention of the landscape section which seeks to screen and soften physical development and parking.

Exterior Lighting

In the CR-3 zone, LDR Section 5.3.1 (Exterior Lighting Standards) allows 3 lumens per square foot of site development with a maximum of 50,000 lumens per acre of site development. Site development is essentially the inverse of the Landscape Surface Ratio and includes all impervious surfaces including paved areas, parking, access, buildings, structures, at-grade patios and porches, etc.

Based on the proposed site development shown at 31,037 sf, a maximum of 93,111 lumens is allowed. As proposed the applicant is proposing 40,567 lumens which is less than half of the lumens allowed. After reviewing the preliminary photometric map provided by the applicant, however, it appears that some proposed lighting trespasses beyond the north, east, and south property lines which the LDRs prohibit. Staff will work with the applicant to verify and ensure there is no light trespass. Staff has added a condition of approval requiring that

at the time of building permit submittal, the photometric map shall ensure that no light trespass occurs beyond the property line.

Operational Standards and Snow Storage

The CR-3 zone requires trash and recycling enclosures to be provided for nonresidential developments and residential developments with more than four dwelling units which has been satisfied through the provision of a trash enclosure in the northeast corner of the property.

The minimum required snow storage is calculated as 2.5% of all uncovered driveway surfaces. The applicant has provided slightly over 2,000 sf of snow storage in two locations west of the building which far exceeds the minimum requirements.

Affordable/Employee/Workforce Housing

The development will not incur an affordable workforce housing mitigation fee because the property's existing credit of 2.77 units from the previous restaurant exceeds the 2.67 units generated by the proposed development.

Design Review Committee (DRC)

The DRC reviewed this project at its January 10, 2024, meeting and recommended approval (4-3 vote) to the Planning Director as presented. Overall, the DRC complemented the project's high-quality materials, landscaping, site layout, and design. However, the main point of contention was over the height of the building and some members commented that the building felt too tall for a 2-story building even though they understood that the building is 3' lower than the allowed building height of 42'. There was also discussion around the cantilevered roof that extends beyond the walls of the west and east building walls. Some DRC members felt this element was out of place and did not compliment the design. One suggestion that came out of the meeting was adding additional landscape screening south of the building which faces the gas station.

Planning Commission

The Planning Commission reviewed this project at its regularly scheduled meeting on March 6, 2024, and unanimously recommended approval to the Town Council as presented and with little discussion. The Commission agreed that the site is an appropriate location for the bank and recognized the concerns as stated by the Design Review Committee but referenced the adherence to the LDRs. The Commission was able to make all required findings for the Development Plan.

Public Comment

None received at the time of writing this staff report.

Comprehensive Plan & Priority Alignment.

All Development Plan proposals may be approved only if all of the following findings are made:

1. *The proposed project is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.*

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

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

Not applicable. The property is not located within the Natural Resource Overlay (NRO) or Scenic Resources Overlay (SRO).

3. *The proposed project does not have a have a significant impact on public facilities and services, including transportation, portable water and wastewater facilities, parks, schools, police, fire, and EMS facilities.*

Complies. As conditioned, staff finds that the proposed project will not have significant impacts on public facilities and infrastructure.

4. *The proposed project complies with the Town of Jackson Design Guidelines, if applicable.*

Complies. The DRC reviewed this Development Plan for final review on January 10, 2024, and recommended approval to the Planning Director with no conditions.

5. *The proposed project complies with all relevant standards of these LDRs and other Town Ordinances.*

Complies. As conditioned, staff finds that the application meets all standards of the LDRs and other Town Ordinances.

6. *The proposed project is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

Not applicable. There are no prior applicable permits or approvals for this project.

Fiscal Impact.

No fiscal impact identified at this time.

Staff Impact.

The amount of staff time to review this Development Plan and report drafting is approximately 40-50 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

Suggested Motion.

I move to **approve** Development Plan P23-226 for a new 2-story, 12,366 sf bank at the property addressed at 380 S. Highway 89 based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated April 15, 2024.

TRANSMITTAL

DATE: 12.14.23

PROJECT: Zions Bank Jackson
380 S Highway 89
Jackson, Wyoming

TO: Jackson Hole City Planning Department

RE: Development Plan Resubmittal

WE TRANSMIT:

() PICK UP () HAND DELIVER (X) EMAIL
() EXPRESS MAIL () REGULAR MAIL

INDEX	DATE	DESCRIPTION
1	12.18.23	Permit Application
2	08.03.23	Letter of Authorization
3	02.14.24	Project Narrative*
4	12.18.23	Land Development Regulation Compliance Summary
5	12.13.23	Construction Management Plan
6	09.08.23	ALTA Survey
7	01.30.24	Civil sheets C0.0, C0.1, C1.1, C2.1 and C3.1*
8	02.06.24	Landscape sheets L-L001, L-L101 and L-L501*
9	02.01.24	Electrical Lighting Cutsheets and sheet ES1.1*
10	02.14.24	Architectural sheets A0.1, A1.1, A1.2, A2.1 and A2.2*
11	12.18.23	Context Elevations
12	02.14.24	Figure Ground Areal Plan*
13	02.14.24	Renderings*
14	12.18.23	Material Board

NOTE: *Documentation has been updated since the initial Development Plan Submittal dated 12.18.23



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: Zions Bank Financial Center
Physical Address: 380 S Highway 89 Jackson, Wyoming 83001
Lot, Subdivision: _____ PIDN: 22-41-16-32-4-19-003

PROPERTY OWNER.

Name: Zions Bank Phone: 801.419.1475
Mailing Address: 1 South Main Street, Salt Lake City ZIP: 84133
E-mail: delon.askvig@zionsbank.com

APPLICANT/AGENT.

Name: Prescott Muir Architects Phone: 801.521.9111
Mailing Address: 171 W Pierpont Avenue, Salt Lake City, Ut ZIP: 84101
E-mail: jay@prescottmuir.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ Applicant/Agent

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

Use Permit

☒ Basic Use
_____ Conditional Use
_____ Special Use

Relief from the LDRs

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

Physical Development

_____ Sketch Plan
☒ Development Plan
_____ Design Review

Subdivision/Development Option

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

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

_____ Other: _____
_____ Environmental Analysis

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

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

Original Permit #: _____ Date of Neighborhood Meeting: _____

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

Have you attached the following?

- ✓ **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.
- ✓ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.
- ✓ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

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

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



Signature of Property Owner or Authorized Applicant/Agent
Jay Lems

Name Printed

12.18.23

Date
Architect

Title



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 ZIONS BANCORPORATION, N.A. is the owner in fee of the premises located at:

Name of property owner as listed on deed

Address of Premises: 380 S HIGHWAY 89, JACKSON WY 83001

Legal Description: LOT 2, MACINTYRE SUBDIVISION

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: PRESCOTT MUIR ARCHITECTS, ATTN: JAY LEMS

Mailing address of Applicant/agent: 171 W PIERPONT AVENUE, SALT LAKE CITY, UT 84101

Email address of Applicant/agent: Jay@prescottmuir.com

Phone Number of Applicant/agent: 801 521.9111

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

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

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

Property Owner Signature

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

STATE OF UTAH)
COUNTY OF Salt Lake) SS.

The foregoing instrument was acknowledged before me by Delon Askug this 3rd day of August 2025. WITNESS my hand and official seal.

Paul Strasser

Notary Public



My commission expires: 6/11/2025

MEMO

DATE: 02.14.24

TO: Town of Jackson Planning and Zoning Department

PROJECT: Zions Bank Jackson Wyoming
Financial Center
380 S Highway 89
Jackson, Wyoming 83001

RE: Land Development Regulation Compliance and Narrative Project Description

Land Development Regulation Compliance

Zoning: Section 2.2.13 CR-3 Commercial Residential-3

2.2.13.B.1 Lot Standards

ITEM 1: Building Setbacks:

1.1 Highway 89/191:

1.1.A Primary street setback range:

i. Required:

- Property Line (min.): 20'
- Back of curb (min.): 30'
- Property line (max.): 85'

ii. Provided:

- Property Line: 50'
- Back of curb: 65'

1.1.B Side interior:

i. Required (min.): 5'

ii. Provided:

- North: 5'-8"
- South: 58'-6"

1.1.C Rear:

i. Required (min.): 10'

ii. Provided: 42'-7"

- ITEM 2: Landscaping Area:
- 2.1 Landscape Surface Ratio:
- 2.1.A Required (min): 10% = 3,717 SF
- 2.1.B Provided: 19.4% = 7,119 SF
- 2.2 Highway 89 Streetscape Standards:
- 2.2.A Landscape Strip Required: 20'
- 2.2.B Landscape Strip Provided: 20'

- ITEM 3: Plant Units:
- 3.1 Required: 6 units.
- 3.2 Provided: 6 units.

- ITEM 4: Parking Setbacks:
- 4.1 Highway: Primary Street:
- 4.1.A Required (min): 20'
- 4.1.B Provided: 20'

- ITEM 5: Access:
- 5.1 Existing to remain.

2.2.13.B.2 Bulk Standards

- ITEM 6: Street Façade:
- 6.1 Width of ground and second story in primary street setback range:
- 6.1.A Required: 50% of lot width (min.)
- i. Lot width along Highway 89:
- 123' (excludes 30-foot right-of-way easement)
 - $123' \times 0.5 = 61.5'$ min.
- 6.1.B Provided:
- i. Level 1: 71'-0"
- ii. Level 2: 74'-0"

ITEM 7: Building Height:

7.1 Required:

- 7.1.A Height (max.) roof pitch < 5/12: 42'
- 7.1.B Height fronting Highway 89/191 (min.): 24'
- 7.1.C Stories (max.): 3

7.2 Provided:

7.2.A Height:

- i. Upper roof: 39'-0"
- ii. Lower volume coping height: 30'-0"

7.2.B Stories: 2

ITEM 8: Building Stepback:

8.1 Required:

- 8.1.A Stepback for any 3rd story street façade or street façade over 30' (min.): 10'
- 8.1.B Encroachment in stepback (max. % of overall façade width): 60%

8.2 Provided:

8.2.A Upper roof: 39'-0"

i. Encroachment in stepback:

- Level 2 width: 74'-0"
- $74'-0" \times 0.6 = 44'-5"$
- Width of level 2 façade that exceeds 30-feet in height: 31'-0"

8.2.B Lower volume coping height: 30'-0"

ITEM 9: Scale of Development:

9.1 Required (max.):

9.1.A Floor area ratio (FAR max.): 0.40

- i. Total site area: 37,173 SF
- ii. $0.40 \times 37,173 \text{ SF} = 14,869 \text{ SF}$

9.2 Provided:

9.2.A Current Design Floor Area (measured to the exterior face of structural walls):

- i. L1: 6,102 SF
- ii. L2: 6,264 SF
- iii. Total: 12,366 SF
- iv. $12,366 \text{ SF} / 37,173 \text{ SF} = 33.2\%$

2.2.13.B.3 Form Standards

ITEM 10: Pedestrian Frontage Options:

- 10.1 Required: Trees in grates or trees in lawn.
- 10.2 Provided: Trees in lawn.

ITEM 11: Building Frontage Options: Highway 2.2.1.6:

11.1 Story Height:

11.1.A Required:

- i. Ground story height (min.): 12'
- ii. Upper story height (min.): 9'
- iii. Ground floor elevation (min.-max): 0' - 5'

11.1.B Provided:

- i. Ground story height: 12'
- ii. Upper story height: 9'
- iii. Ground floor elevation: 0' - 6"

11.2 Transparency:

11.2.A Required:

- i. Ground story, primary street (min.): 40%
- ii. Upper story, primary street (min.): 20%

11.2.B Provided:

- i. Ground story, primary street: Greater than 40%
- ii. Upper story, primary street: Greater than 20%

11.3 Pedestrian access:

11.3.A Entrance facing primary street:

- i. Not provided.
- ii. Pursuant with prior discussions and email dated 06.27.23 with Tyler Valentine of the Town of Jackson Planning Department:

The Town is "...supportive of not requiring an entrance facing the highway provided the parking is shifted to the back and the 2-way circulation in the front goes to a one-way exit."

- iii. The above requested site modifications have been implemented in the current site plan design.

ITEM 12: Parking Type Options: Surface parking

2.2.13.B.4 Fencing: Noted, N/A

2.2.13.B.5 Environmental Standards: Noted, N/A

2.2.13.B.6 Scenic Standards:

ITEM 13: Exterior Lighting:

- 13.1 Light trespass is prohibited.
 - 13.1.A Site lighting design prohibits trespass.
- 13.2 All light fixtures over 600 lumens shall be fully shielded.
 - 13.2.A All light fixtures are over 600 lumens and are fully shielded.
- 13.3 Max lumens per SF of site development:
 - 13.3.A Required: 3 fc/SF max.
 - 13.3.B Provided: 1.7 fc/SF.
- 13.4 Lumens per site max:
 - 13.4.A Required:
 - i. All fixtures: 100,000
 - ii. Unshielded fixtures: 5,500
 - 13.4.B Provided:
 - i. All fixtures: 40,567
 - ii. Unshielded fixtures: N/A.
- 13.5 Light color:
 - 13.5.A Required: $\leq 3000\text{K}$
 - 13.5.B Provided: 3000K

2.2.13.B.7 Natural Hazards to Avoid: Noted, N/A

2.2.13.B.8 Signs: Noted

2.2.13.B.9 Grading, Erosion Control, Stormwater: Noted

2.2.13.B.10 Physical Development Permits Required

ITEM 14: 9,750 SF – 19,500 SF:

- 14.1 Required:
 - 14.1.A Development Plan
 - 14.1.B Building Permit
 - 14.1.C DRC Review

2.2.13.C Allowed Uses and Use Standards

ITEM 15: Allowed Uses:

15.1 Commercial Uses:

15.1.A Service (permitted):

- i. Banks, saving and loans, and credit unions.

ITEM 16: Use Requirements:

16.1 Parking (min.):

16.1.A Required:

i. Service:

- Parking Requirement: 2.25/1,000 SF

ii. Level 1: Service

- Building Area (Exterior face of structure): 6,102 SF
- 6,102 SF x 2.25/1,000 SF = 13.72 stalls

iii. Level 2: Service

- Building Area (Exterior face of structure): 6,264 SF
- 6,264 SF x 2.25/1,000 SF = 14.09

iv. Total L1 and L2 parking required: 27.81 ~ 28 stalls total

16.1.B Provided:

- i. 25 stalls on-site (1 accessible stall, 2 EV stalls, 8 EV future)
- ii. 4 stalls off-site (shared parking agreement)
- iii. 29 stalls total

16.2 Electrical Vehicle Supply Equipment (EVSE):

16.2.A Required (Nonresidential):

i. EVSE Capable: 30% of off-street parking provided.

- 28 stalls x 30% = 8.4 stalls.

ii. EVSE Installed: 5% of off-street parking provided.

- 28 stalls x 5% = 1.4 stalls

16.2.B Provided:

i. EVSE Capable: 10 total stalls.

ii. EVSE Installed: 2/10 stalls.

16.3 Affordable Workforce Housing Units (min.):

16.3.A Existing building:

i. Use: Restaurant

- Building Area (exterior face of structure): 4,632 SF
- Affordable Workforce Housing Requirement: 0.000599 (restaurant)
- $4,632 \text{ SF} \times 0.000599 = 2.774568$ (credit)

16.3.B Proposed new building:

i. Use:

- L1: Service
- L2: Service

ii. Building Area (exterior face of structure):

- L1: 6,102 SF
- L2: 6,264 SF

iii. Affordable Workforce Housing (AWH) Requirement: 0.000216 (service)

iv. Required:

- $L1: 6,102 \text{ SF} \times 0.000216 = 1.318032$
- $L2: 6,264 \text{ SF} \times 0.000216 = 1.353024$
- Total L1 and L2 AWH Units required: 2.671056

16.3.C Existing building AWH credit compared to proposed new service building AWH unit requirement:

- i. Restaurant 2.774568 (credit) – New Service Building 2.671056 = 0.103512 credit remaining

Project Narrative Description of the Proposed Development

Existing Site, Building and Use:

The 0.85-acre site consists of a relatively flat site with an existing single-story wood framed building constructed in 1996 that is unoccupied. The existing building area totals 4,632 square feet. The existing building's use was a restaurant use. The remaining area of the site is comprised of asphalt paved parking and drive aisles with site lighting poles, and landscaping at the site perimeter. The west portion of the site was used as an exterior dining area.

The existing building, site lighting, paving and select landscaping is to be demolished to allow for the proposed new site development. A demolition permit has been granted by the Town of Jackson dated October 11th, 2023.

Proposed New Site Development and Use:

The proposed new site development involves redeveloping the site to include a new two-story financial center with an attached three-lane drive-in facility for Zions Bank. The site and building are designed to front Highway 89. Land Development Regulations for this site require a 20-foot minimum building setback from the property line fronting Highway 89, however several existing utility easements along the highway frontage require the building to be setback 50-feet from the property line.

The south portion of the site contains a 30-foot right-of-way easement for the full length of the lot in the east-west direction. The northeast portion of the site has an existing curb cut allowing for vehicular circulation in the east-west direction to-and-from the east neighboring lot. Adjacent to the northeast neighboring access point, on the neighboring property, is a shared parking easement between Zions Bank and the Jackson Hotel (Hampton Inn), totaling (4) parking stalls. Both the northeast site access to the neighboring site and the shared parking are proposed to be maintained as part of the new development. The site contains other utility easements along the west frontage, south portion of the lot (north of the ROW), and along the east boundary. All easements encumbering the site are identified on the Alta Survey.

The proposed new two-story financial center building contains a total building area for both floors of 12,366 square feet. The first floor is 6,102 square feet, and will accommodate (9) enclosed offices, open office workstations, teller line and transaction area, seating area, employee work room, breakroom, restrooms, (2) public entries with vestibule/foyer functions, (2) stairs and (1) elevator. The second floor is 6,264 square feet and will accommodate (1) conference room, (1) large meeting room, catering kitchen, electrical, mechanical and IT rooms, storage rooms, restrooms, (2) stairs and (1) elevator.

The second floor conference room will be used on a daily basis by Zions Bank employees for typical small meeting room functions. The second floor larger meeting room will serve Zions Bank organized functions such as employee training sessions, regional executive meetings, and on occasion other banking functions with catered food service during either breakfast, lunch, or dinner. The meeting room is designed to accommodate up to (96) attendees in a table and chair setting, with perimeter circulation and presenter areas. The meeting room is not available to the general public for rent. The meeting room may be used by Zions Bank for gatherings as much as 3-times a week, but more likely 2 – 4-times per month. The food service will be catered by local vendors who will deliver food to the financial center. Zions Bank currently has two other similar large meeting room spaces at other regional financial centers located in Boise Idaho and Provo Utah that serve the same function as is proposed for this project.

Housing Mitigation Plan and Parking Compliance:

As described above, both the first floor and second floor are classified as Bank use, or Service use as defined by the Land Development Regulations. With the total building area at 12,366 square feet, the resulting parking requirement totals (28) stalls, and the affordable workforce housing (AWH) requirement totals 2.671056 units. The current site design allows for (25) on-site parking stalls plus (4) off-site shared parking stalls, totaling (29) stalls combined. As demolition of the existing restaurant building provides an AWH credit of 2.774568 units, and the new development totals an AWH requirement of 2.671056 units, the project results in a remaining AWH credit of 0.103512. Thus, both parking and affordable workforce housing requirements for the proposed new site development are in compliance with the Land Development Regulations.

The project development requires (28) parking stalls. Therefore, under nonresidential use, 30% of the required parking stalls shall be provided with Electrical Vehicle Supply Equipment (EVSE) capable stalls, and 5% shall be EVSE installed stalls. Thus, a minimum of (7) stalls shall be provided as EVSE capable and (2) stalls shall have EVSE installed. The project proposes to provide (8) EVSE capable stalls and (2) EVSE installed stalls, exceeding the LDR EVSE requirements.

As stated above, the project development requires (28) parking stalls. One bicycle parking space is required for every ten vehicle spaces required. Thus, (3) bicycle parking spaces are required, and (6) bicycle parking spaces are proposed, exceeding the LDR bicycle parking requirements.

Architecture:

The new Zions Bank building is proposed as a two-story building, comprised predominantly of limestone masonry veneer at the upper portion of the building's exterior. The stone masonry returns to the interior at the building's main axes, extending down to the interior ground level finish floor to define distinct volumes at each building corner. At the exterior, the stone masonry is held above the ground level finish floor at a 10-foot datum, and the ground level exterior walls below the stone masonry are recessed back from the face of the stone and clad with light bronze anodized aluminum paneling and curtain wall glazing.

A continuous clerestory curtain wall system wraps around the building above the stone masonry volumes and below the wood-framed roof structure, providing daylighting into the second floor from all sides of the building. The upper wood framed roof structure floats over the stone masonry volumes below and is supported by wood clad steel columns at the building exterior and interior.

The building façade fronting Highway 89 consists of an expansive curtain wall system between the two stone masonry volumes, allowing passers by a glimpse into the building's interior, and offering the building occupants a visual connection to mountain and street views of the exterior. The south façade incorporates one of the two main entries for the building, with a projected entry canopy leading to a two-story entry foyer with an open stair to the second level and access to the bank's ground floor open lobby area. The east façade includes the second main entry to the building with a two-story entry portico and canopy allowing for direct access to the bank's lobby. The drive-in facility and canopy is located to the north of the building, away from pedestrian access, and set back from the west face of the building to limit its exposure from the street.

Findings for Approval:

Response to findings for approval in LDR 8.3.3.C and 8.5 as applicable.

8.3.3 Development Plan

C. Findings for Approval

A development plan shall be approved upon finding the application:

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

Compliant: Yes

The property is located within Subarea 4.1 Midtown Highway Corridor of the Jackson/Teton County Comprehensive Plan.

The project development consists of a financial center/bank building and is classified as a Service use under the LDR's. Service use developments are encouraged in the Midtown Highway Corridor subarea.

The project is oriented toward Highway 89 with direct vehicular and pedestrian access to the site from the highway and frontage. The pedestrian corridor from the frontage extends through the site to allow for greater connectivity with the existing hotel to the east.

Parking is located to the south and east of the building, away from the highway, utilizing the existing site access from Highway 89 and right-of-way connection to the hotel. The project also includes a drive-in facility that is located to the north of the building, set back from the west façade to reduce its exposure and visual impact on the street facing façade.

The parking areas and drive aisles that front Highway 89 are screened with year-round vegetative hedges that vary in height from 2.5-feet to 4-feet.

The massing of the two-story building consists of perimeter volumes 30-feet above adjacent finished grade; clad in aluminum paneling at the main level of the building and dimensional stone veneer at the second level. The building then increases in height to over 38-feet at the primary roof of the second floor with clerestory windows that step back from the lower volumes. Large panes of curtain wall provide relief from the (4) perimeter volumes and upper roof, revealing the interior public spaces of the building and allowing for greater transparency and views to the interior and exterior. Punched openings within the perimeter volumes correlate with the aluminum paneling and fenestration below to formulate a subtle cadence and order across each façade.

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

Compliant: Not applicable

Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO) do not apply to this project.

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

Compliant: Yes

The proposed Service use development replaces an existing Restaurant use. Utility demands and vehicular traffic volumes of the new development will be less intensive than that of the prior restaurant use. The proposed two-story Service use will utilize less power consumption than the previous single story Restaurant use. All site storm water is proposed to be detained on-site utilizing a below grade storm water detention system. Traffic patterns of the new development have been improved and are now more direct compared to the site configuration of the existing restaurant use.

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

Compliant: Yes

The project development connects the project site with the public way along the Highway 89 frontage and extends the connectivity through the site with the adjacent hotel to the east. The pedestrian connection to the site and the neighboring property is located on the south face of the building and includes bike parking and an outdoor bench/seating area.

Variable height landscaping and plant materials located within the park strip, frontage setback, and street facing landscaping areas provide a transition from the predominant vehicular highway corridor to a slower traffic pattern and more human scale. The layering of landscaping areas within the frontage also creates an assortment of screening of the drive aisle and parking areas from the highway.

The selection of materials and building massing also vary as the building height increases. Light bronze anodized aluminum paneling at the main level of the perimeter volumes extends from the grade plane up to 10-feet in height. The upper limestone volumes project outward beyond the face of the aluminum paneling creating a shadow relief below, then extending upward to a 30-foot coping height. A ribbon clerestory window that is set back considerably from the face of the stone volumes wraps around the entire building, emphasizing that the nearly 39-foot high upper roof and structure is decoupled from the lower volumes. Recessed light bronze anodized aluminum curtain wall glazing separates the overall mass of the building at the west, south and east building facades, delineating the public spaces within the building as well as the two main entries. Each of the south and east entries consist of projected curtain wall and aluminum clad wall and canopy elements that not only assist in identifying the public entry, but allow for further relief and variation in scale from the overall building mass. Along the north, the drive-in facility canopy height corresponds with the second level floor elevation and the recessed north curtain wall system above, which further registers with the south entry/foyer fenestration, reinforcing the relationship of the north-south building axis.

The building's upper most roof structure and columns remain largely exposed. The primary structure consists of painted steel girders and douglas fir wood clad steel columns exposed at both the exterior and interior. The secondary structure consists of douglas fir wood joist framing that extends through the building to the north and south exterior roof fascia. The roof structure of the south entry foyer and the drive-in facility canopy are treated similarly as the upper roof structure.

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

Compliant: Yes

The proposed project development has been designed in compliance with the Town of Jackson Land Development Regulations, the Town of Jackson Design Guidelines, and the design is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.

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

Compliant: Yes

The proposed project development is in substantial conformance with all standards or conditions of any prior applicable permits or approvals pertaining to this project.

PROJECT: Zions Bank Jackson Wyoming
Financial Center
380 S Highway 89
Jackson, Wyoming 83001

RE: Land Development Regulation Compliance Summary

LDR Standard	Required	Proposed	Compliant
2.2.13.B.1 - Lot Standards			
Building Setbacks			
Primary Street Setback Range	Property Line (min): 20' Back of Curb (min): 30'	Property Line: 50' Back of Curb: 65'	Yes
Side Interior	Min: 5'	North: 5'-8" South: 58'-6"	Yes
Rear	Min: 10'	42'-7"	Yes
Landscaping			
Landscape Surface Ratio	10% = 3,717 S.F.	16.5% = 6,136 S.F.	Yes
Plant Units			
All Uses	6 Units	6 Units, RE: Landscape Drawings	Yes
Parking Setbacks			
Highway: Primary Street	Min: 20'	20'	Yes
Access			
Curb Cut Width (max)	24'	Existing to remain	
2.2.13.B.2 - Bulk Standards			
Street Façade			
% of Lot Width (Width of Ground and 2nd Story in Primary Street Setback Range)	50% Lot width along highway 89: 123' (excludes 30' right of way easement) $123' \times 0.5 = 61.5'$ (min)	Level 1: 71'-0" Level 2: 74'-0"	Yes
Building Height			
Height (max) roof pitch < 5/12	42'	Upper roof: 39'-0"	Yes
Height fronting highway 89/191 (min)	24'	Lower volume coping Height: 30'-0"	Yes
Stories (max)	3	2	Yes
Building Stepback			
Stepback for any 3rd Story street façade or street façade over 30' (min)	10'	Upper Roof: 39'-0"	See below

Encroachment in setback (max % of overall façade width)	60%	Encroachment in setback: Level 2 width: 74'-0" $74'-0" \times 0.6 = 44.5'$ Width of level 2 façade that exceeds 30' in height" 31'-0"	Yes
Floor Area Ratio (max)	0.40 Total site area: 37,173 S.F. $0.40 \times 37,173 = 14,869$ S.F.	Current design floor area (measured to the exterior face of structural wall) L1: 6,102 S.F. L2: 6,626 S.F. Total 12,366 S.F. $12,366/37,173 = 33.2\%$	Yes

2.2.13.B.3 - Form Standards

Pedestrian Frontage Options	Trees in Sod	RE: Landscape Drawings	Yes
Building Frontage Options			
Ground Story Height (min)	12'	12' min	Yes
Upper Story Height (min)	9'	9' min	Yes
Ground Floor Elevation (min - max)	0 - 5'	0'-6"	Yes
Transparency			
Ground Story, Primary Street (min)	40%	Greater than 40%	Yes
Upper Story, Primary Street (min)	20%	Greater than 20%	Yes
Pedestrian Access	Entrance facing primary street	Not provided Pursuant with prior discussions and email dated 06.27.23 with Tyler Valentine of the Town of Jackson Planning Department: The town is "...supportive of not requiring an entrance facing the highway provided the parking is shifted to the back and the 2-way circulation in the front goes to a one-way exit." The above requested site modifications have been implemented in the current site plan design.	

2.2.13.B.4 - Fencing

	Noted	N/A	N/A
2.2.13.B.5 - Environmental Standards	Noted	N/A	N/A

2.2.13.B.6 - Scenic Standards			
Exterior Lighting			
Light Trespass	Prohibited	Site lighting design prohibits trespass	Yes
Light Fixtures Over 600 Lumens	Shall be fully shielded	All light fixtures are over 600 lumens and are fully shielded.	Yes
Max Lumens Per F.F. of Site Development	3 FC/SF max	1.7 FC/SF	Yes
Lumens Per Site (max)	100,000	40,567	Yes
Light Color	≤ 3,000k	3,000k	Yes
2.2.13.B.7 - Natural Hazards to Avoid	Noted	N/A	N/A
2.2.13.B.8 - Signs	Noted	Under separate permit	
2.2.13.B.9 - Grading, Erosion Control, Stormwater	Noted	RE: Civil drawings	N/A

*RE: Land Development Regulation Compliance and Narrative Project Description for more detailed compliance information



Site Information & Construction Management Plan

ZION BANK - JACKSON, WY

December 13, 2023



R&O CONSTRUCTION

R&O 933 Wall Avenue . Ogden, UT 84404
Will Haymond | 801.627.1403 | willh@randoco.com



General Overview

Zions Bank Corporation has engaged R&O Construction to perform demolition on an existing structure located at 380 S. Highway 89 for further plans to develop that property. This proposed high-performance 12,366 square foot building will soon feature state of the art banking experiences for the community and employees.

PROJECT TIMELINE

Construction is set to commence in Summer of 2024 and is expected to take 18 to 24 months to complete.

SAFETY MEASURES

R&O Construction manages a comprehensive safety plan adhering to OSHA standards. A site specific safety plan will be prepared and submitted to the Town of Jackson for approval. All subcontractors working on the site will have completed R&O's Safety Orientation before starting work on the first day. Subcontractor teams working on site will complete a daily "Pre-task planning" form to identify possible hazards in advance to mitigate risk.

COMMUNITY AND BUSINESS OUTREACH

R&O Construction will identify and communicate with local properties and businesses potentially affected by the construction. A contact list will be established to share updates about construction progress, scheduling, and right-of-way work.

COLLABORATION WITH THE TOWN

Recognizing the shared nature of the right-of-way space, R&O Construction, their contractor, will closely collaborate with the town to support community events and town improvement projects.

CONSTRUCTION PARKING STRATEGY

To minimize parking impact, construction workers will be encouraged to use public transit and carpooling. All town parking rules will be strictly followed. Some off-street parking will be available at a designated construction staging/parking area.

ON-SITE WORK SCHEDULE

The construction site will operate from 7 AM to 5:30 PM, Monday through Friday, and 7 AM to 3:30 PM on Saturdays. The site will be closed on major holidays recognized by the Town of Jackson. Any exceptions for holiday work will be communicated to the Town in advance.

INITIAL SITE LOGISTICS

An initial site logistics plan is attached to this document.

STORMWATER MANAGEMENT

Traditional methods like grading, straw waddles, and dandy bags will be employed for stormwater management, with specific Best Management Practices (BMPs) detailed in the construction documents.



CRANE SELECTION AND USE

The method for hoisting and building the structure will be finalized once the design documents reach a “CD” (Construction Document) level. We anticipate approximately 6 months of hoisting with either forklifts or cranes. Crane type will be determined based on material hoisting but will be appropriately sized to minimize impact to the surrounding community.

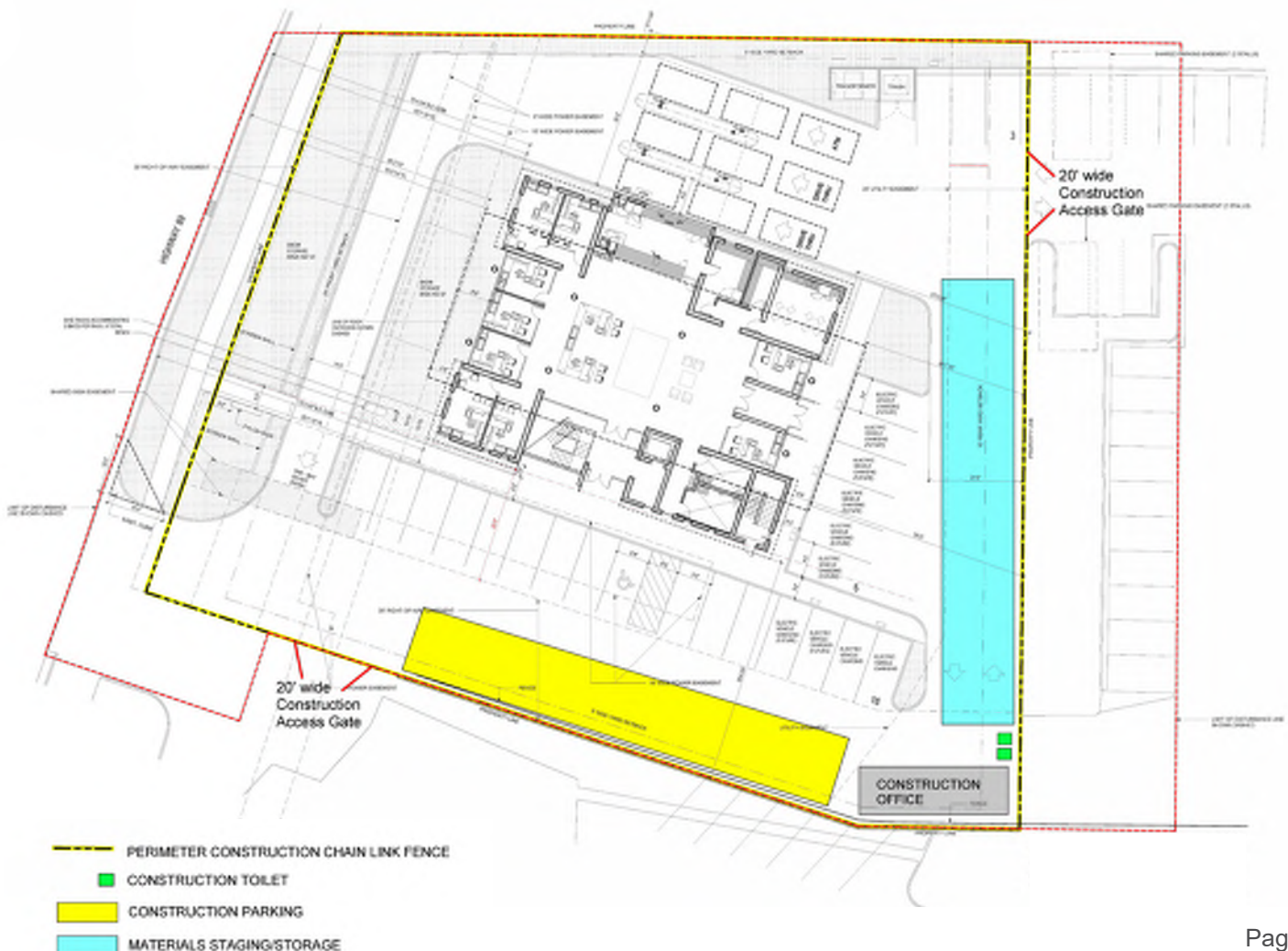
PEDESTRIAN SAFETY

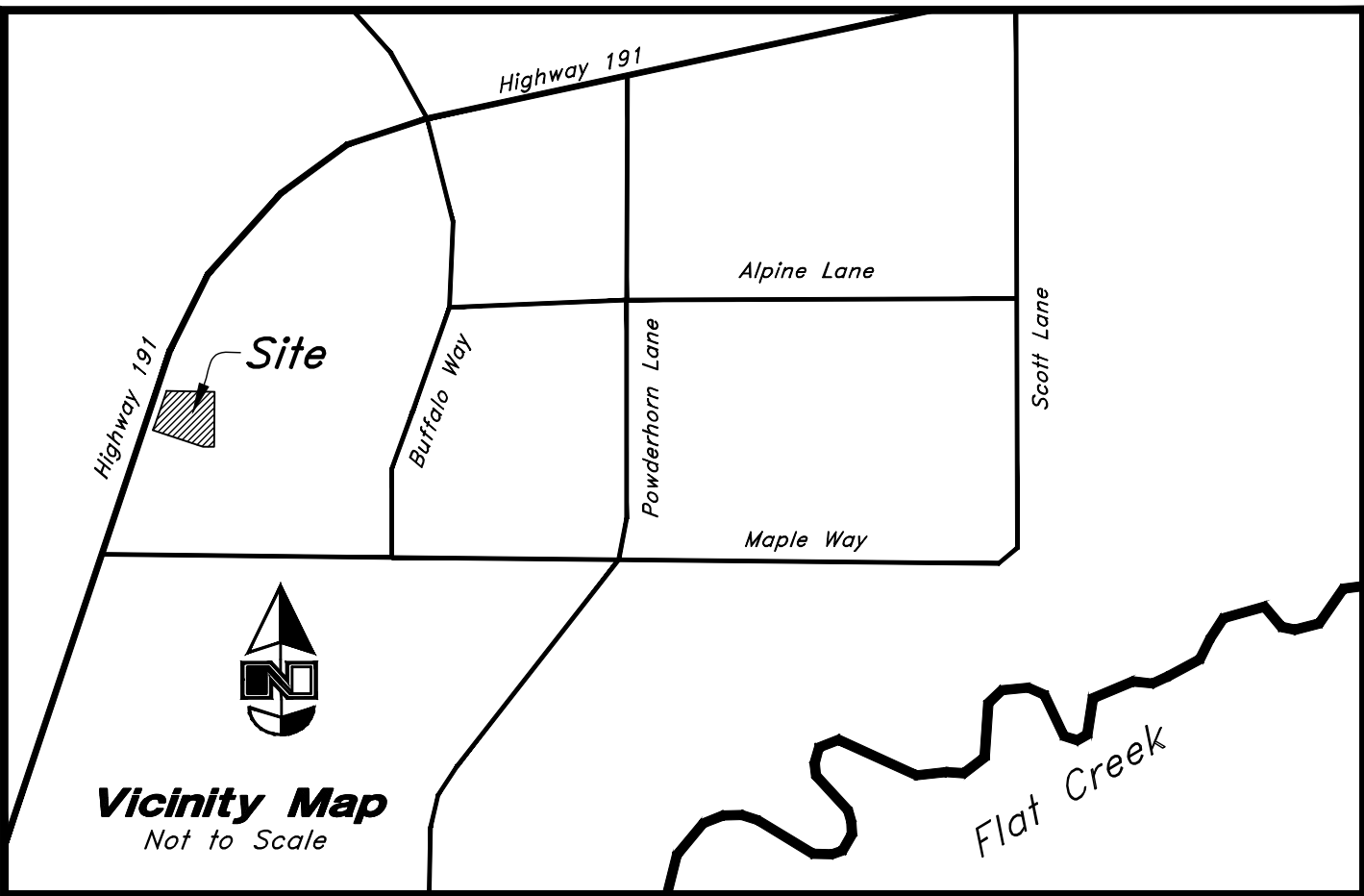
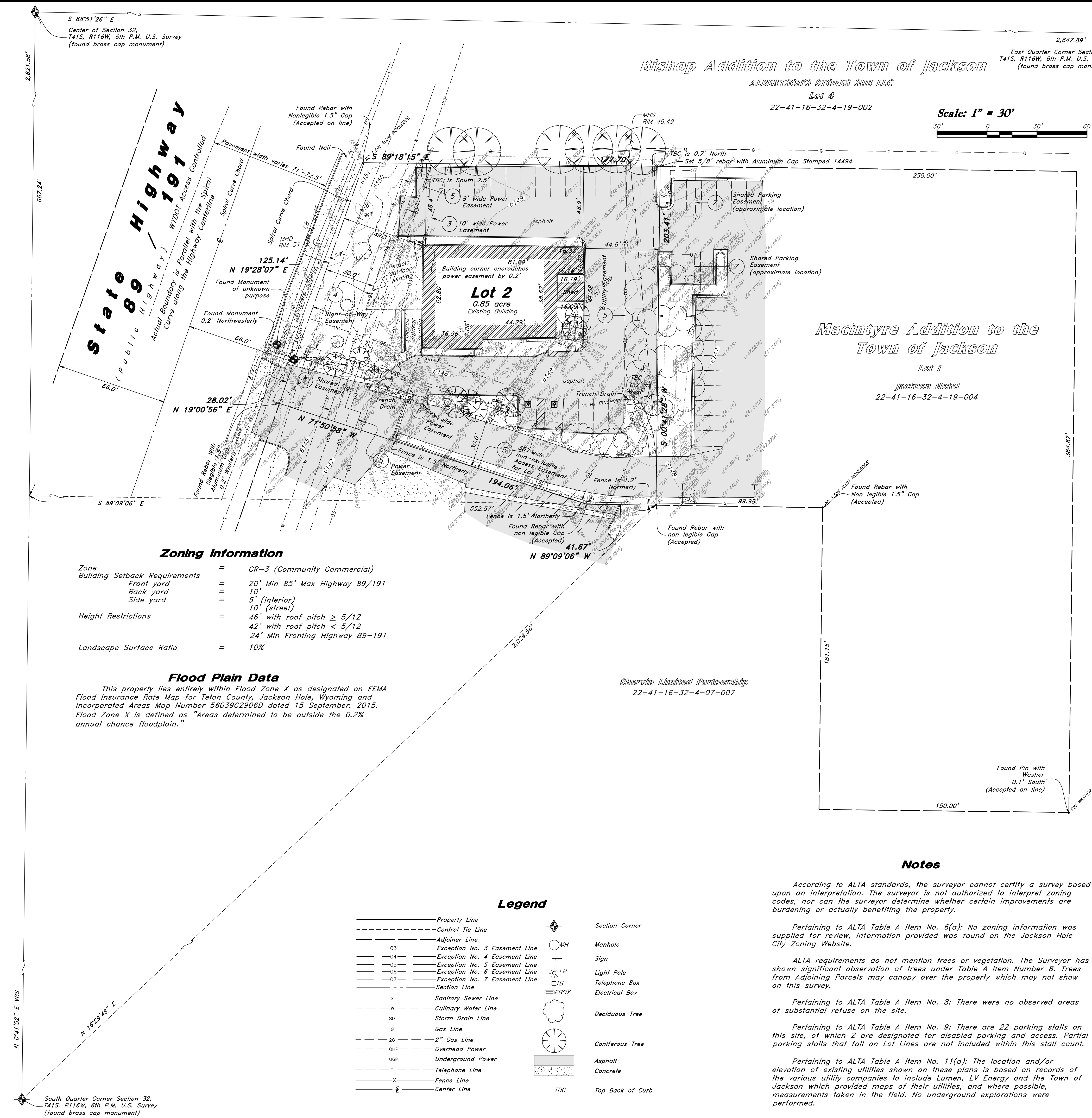
The existing sidewalk along 380 S. Highway 89 will remain outside of the general construction perimeter fence, and remain open to the public. Only minor landscape improvements are planned along Highway 89 at this time. The project site will have a perimeter fence with several 20' access gates to enter the site. Signage will be posted for pedestrians, vehicular traffic, as well as construction personnel.

CONSTRUCTION ACCESS AND TRAFFIC CONTROL

A stable construction access route will be established and maintained, detailed in the Stormwater Management Plan (SWMP) for permit submission. Entrance will be well identified as construction access. Traffic control measures on Highway 89 will be according to the nature and duration of each activity, with a focus on minimizing disruption.

Site Logistics Plan





Narrative

This Survey was requested by Zions Bank prerequisite to the development of this property.

This Survey retraces and honors the underlying Macintyre Addition to the Town of Jackson Subdivision recorded May 9, 1991 as Document No. 309346 in Book 1 Map at Page 0214 Plat No. 722 as it is staked on the ground however Right-of-Way monuments were located 0.25' Northwestly from calculated location.

Field measurements were collected on the VRS to place this Survey on the NAD 1983 Wyoming West Zone State Plane Datum and record bearings must be rotated 31'41" clockwise to match State Plane Datum.

A line between monuments found for the South Quarter Corner and the Center of Section 32 was assigned the VRS bearing of North 0°41'52" East as the Basis of Bearings to place the Survey on the NAD 1983 Wyoming West Zone State Plane Datum.

Property Corners were placed with this Survey.

Title Information

This survey was completed using Title Report Policy No. 5011456-0007401e dated September 7, 2021 from Wyoming Title & Escrow, Inc. issued by First American Title Insurance Company:

The following survey related items circled (Solid) from Schedule B - Part II of the title report are plotted on the survey:

The following survey related items circled (Dashed) from Schedule B - Part II of the title report blanket all or a portion of this site but contain nothing to plot:

The following survey related items not circled from Schedule B - Part II of the title report could not be plotted:

- 10' wide Easement over electric distribution circuits and incidental purposes to Lower Valley Power and Light, Inc., recorded June 19, 1978, as instrument No. 184641 in Book 71 at Page 590 Official Records.
- 30' wide Right-of-Way Easement to the Town of Jackson in a document recorded April 1, 1982, as instrument No. 233278 in Book 124 at Page 230 Official Records:
- All matters as delineated on the Official Plat of Macintyre Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 722 location of the power easement described in Exception 3 above and the power easement shown on the plat are in two different locations as show hereon.
- 16' wide Easement to Lower Valley Power and Light, Inc., recorded June 17, 1996, as instrument No. 0419084 in Book 321 at Page 421 Official Records.
- Shared Parking and Signage Easement Agreement between Bistro Investments, LLC and Jackson Hotel, LLC recorded September 14, 2011, as instrument No. 0801197 in Book 789 at Page 381 Official Records shared parking stalls are plotted approximately per Exhibit.

Description

Lot 2 of the Macintyre Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on May 9, 1991 as Plat No. 722.

Certification

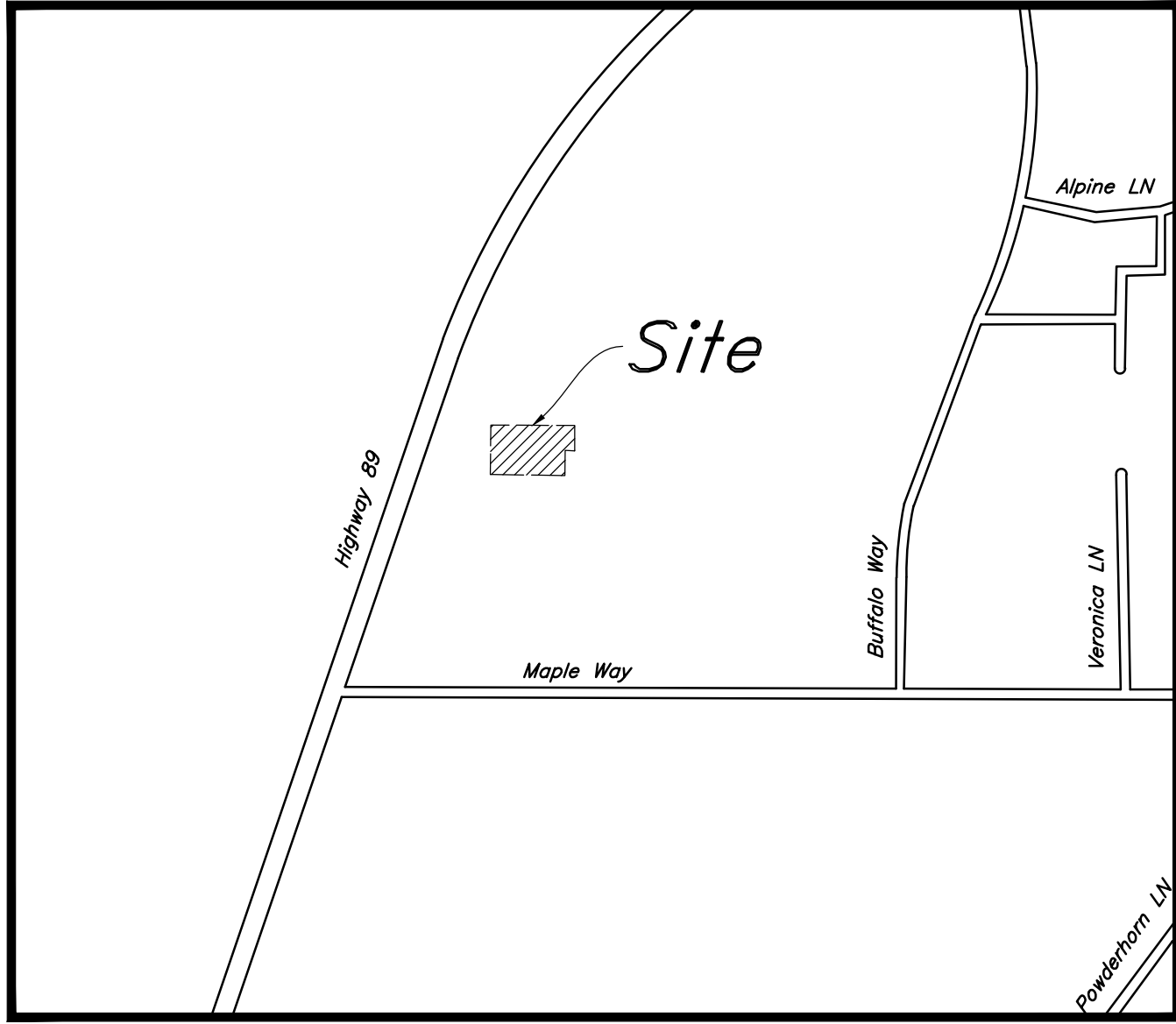
To Zions Bancorporation, N.A, a national banking association, Wyoming Title & Escrow, Inc. and First American Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 6(a), 7(a), 8, 9 and 11(a) of Table A thereof. The fieldwork was completed on August 4, 2022.

Date: _____

Andy Hubbard
Wyoming PLS No. 14494
For and on behalf of Anderson Wahlen & Associates

Zions Bank
380 South Highway 89
Jackson Hole, Wyoming, 83002



Civil Sheet Index

C0.0 **Cover Sheet**
C0.1 **Demolition Plan**
C1.1 **Site Plan**
C2.1 **Grading Plan**
C3.1 **Utility Plan**

Abbreviations

BCR	Begin Curb Return	PT	Point of Tangency
BOL	Ballard	PVC	Polyvinyl Chloride
BRW	Finish Grade - Bottom of Retaining Wall	PVI	Point of Vertical Intersection
CATV	Cable Television Box	RCP	Reinforced Concrete Pipe
CB	Catch Basin	RD	Roof Drain
CMP	Corrugated Metal Pipe	SB	Signal Box
COB	Cleanout Box	SD	Storm Drain
COTG	Cleanout to Grade	SDMH	Storm Drain Manhole
EA	Edge of Asphalt	SMH	Sewer Manhole
EB	Electrical Box	SP	Signal Pole
EC	End of Curve	SS	Sanitary Sewer
ECR	End Curb Return	SVZ	Sight Visibility Zone
GB	Grade Break	SW	Secondary Water
GM	Gas Meter	TA	Top of Asphalt
HB	Hose Bib	TB	Telephone Box
HP	High Point	TBC	Top Back of Curb
I	Irrigation Line	TG	Top of Grate
ICB	Irrigation Control Box	TMH	Telephone Manhole
Lip	Lip of Gutter	TP	Top of Concrete
LP	Light Pole	TRW	Finish Grade - Top of Retaining Wall
MH	Manhole	TW	Top of Walk
Mon	Monument	VC	Vertical Curve
PC	Point of Curvature	VPC	Vertical Point of Curve
PCC	Point of Compound Curvature	VPT	Vertical Point of Tangency
PI	Point of Intersection	WL	Waterline
PM	Power Meter	WP	Working Point
PP	Power Pole	WV	Water Valve

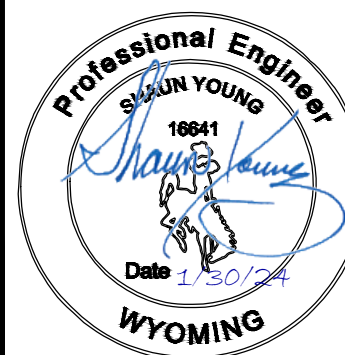
Legend

Proposed Curb & Gutter	Existing Improvements	
Proposed Open Face C & G	Existing Asphalt	
Proposed Asphalt	Existing Concrete	
Proposed Concrete	Existing Inlet Box	
Proposed Truncated Domes	Existing Catch Basin	
Proposed Inlet Box	Existing Manhole	
Proposed Catch Basin	Existing Fire Hydrant	
Proposed Manhole	Existing Water Valve	
Proposed Transformer	Existing Overhead Power Line	
Proposed Meter Box	Existing Water	
Proposed Water Meter	Existing Secondary Water	
Proposed Comba Box	Existing Sewer	
Proposed Fire Hydrant	Existing Storm Drain	
Proposed Water Valve	Existing Gas	
Proposed Water Line	Existing Power	
Proposed Sanitary Sewer	Existing Telephone	
Proposed Storm Drain	Existing Fence	
Proposed Conduit Line	Flowline	
Proposed Power Line	Centerline	
Proposed Gas Line	Existing Contour	
Proposed Fire Line	Existing Spot	
Proposed Secondary Water Line	Existing Light Pole	
Proposed Roof Drain	Existing Street Light	
Proposed Fence	Existing Building	
Ridge line	Existing Telephone Box	
Grade Break	Existing Power Meter	
Proposed Contour	Existing Electrical Box	
Direction of Drainage	Existing Electrical Cabinet	
Proposed Spot	Existing Gas Meter	
ADA Accessible Route	Existing Water Meter	
Property Line	Existing Irrig. Control Box	
Sawcut Line	Existing Ballard	
Proposed Light Pole	Existing Hose Bib	
Proposed Street Light	Working Point	
Proposed Building	Existing Deciduous Tree	
Existing Power Pole	Existing Coniferous Tree	
Existing Power Pole w/ Guy		
Existing Utility Marker		
Existing Post		

Designed by: JD
Drafted by: JD
Client Name:
Prescott Muir
21-286 CV

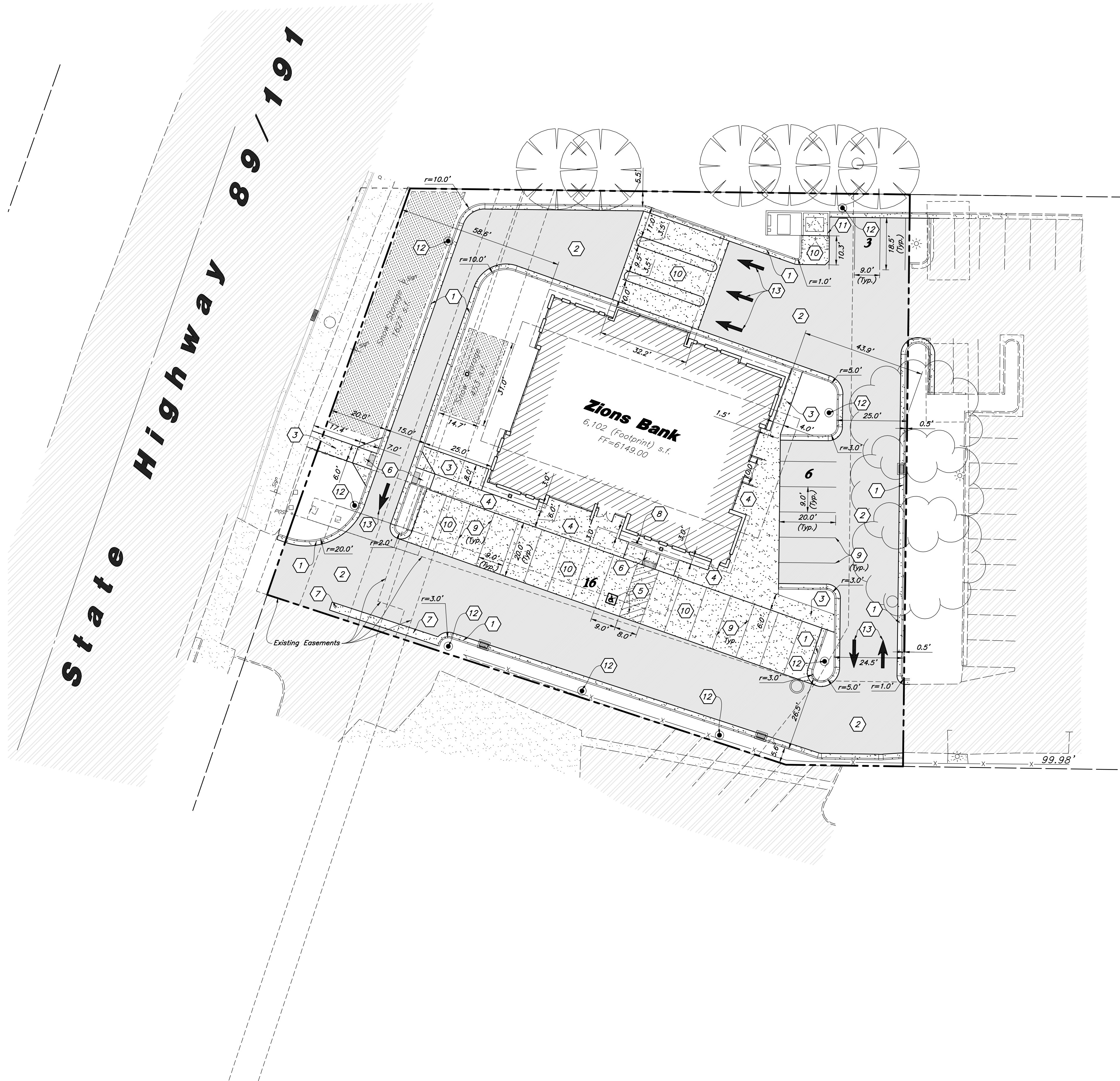


Cover Sheet
Zions Bank
380 South Highway 89
Jackson, Wyoming



30 Jan, 2024
SHEET NO.
C0.0

W:\21-286 Zions Jackson Hole, WY\dwgs\21-286 SP.dwg, 1/30/2024 10:16:44 AM, 1:1



Site Data

Site Area = 37,173 s.f. (0.85 ac.)
Landscaped Area (Within Property) = 7,199 s.f. (19.4%)
Impervious (Paved) Area = 23,872 s.f. (64.2%)
Building Footprint Area = 6,102 s.f. (16.4%)

Parking

Provided Onsite = 25 stalls
Shared Offsite = 4 stalls
Total Parking = 29 stalls (2.25/1,000)

Bike Parking Provided = 6

Hatch Legend

	Standard Asphalt Paving
	Existing Asphalt Paving
	Standard Concrete Paving
	Existing Concrete Paving
	Building Interior

Scale: 1" = 20'

Site Construction Notes

- Const. 24" Curb & Gutter (1 C4.1)
- Const. Asphalt Paving (2 C4.2)
- Const. Concrete Sidewalk, (See Architectural Plans for Scoring Pattern) (4 C4.1)
- Const. Thickened Edge Sidewalk, (See Architectural Plans for Scoring Pattern) (5 C4.1)
- Const. Accessible Striping per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes) (8 C4.1)
- Const. Accessible Ramp per ICC/ANSI A117.1 (Latest Edition) (See Grading Detail Sheets) (11 C4.2)
- Const. 3.0' Concrete Waterway (3 C4.1)
- Const. Accessible VAN Sign per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes) (6 C4.1)
- Const. 4" White Paint Stripe (Typ.) Contractor shall provide 15 mils min. Dry Thickness (Two Coats) (11 C4.2)
- Const. Concrete Paving, Integral Color Black (6 C4.1)
- Const. Dumpster Enclosure (See Architectural Plans) (11 C4.2)
- Const. Light Pole (See Site Electrical Plan) (12 C4.1)
- Const. Directional Arrows per MUTCD (13 C4.1)

General Site Notes:

- All dimensions are to back of curb unless otherwise noted.
- Fire lane markings and signs to be installed as directed by the Fire Marshal.
- Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
- Const. curb transition at all points where curb abuts sidewalk, see detail.
- Contractor shall place asphalt paving in the direction of vehicle travel where possible.
- Limits of demolition/disturbed areas shown on the plans may not be an exact depiction. It is the contractor's responsibility to determine the means and methods of how the work will be completed. The contractor shall determine the area of construction impact. The contractor is responsible to restore all impacted areas and all restoration shall be part of the contract bid.

Construction Survey Note:

The Construction Survey Layout for this project will be provided by Anderson Wahlen & Associates. The Layout Proposal and Professional Services Agreement will be provided to the General Contractor(s) for inclusion in base bids. The Survey Layout proposal has been broken out into Building Costs and Site Costs for use in the Site Work Bid Form.

Survey Control Note:

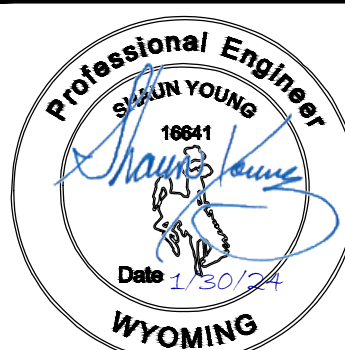
The contractor or surveyor shall be responsible for following the National Society of Professional Surveyors (NSPS) model standards for any surveying or construction layout to be completed using Anderson Wahlen and Associates ALTA Surveys or Anderson Wahlen and Associates construction improvement plans. Prior to proceeding with construction staking, surveyor shall be responsible for verifying horizontal control from the survey monuments and for verifying any additional control points shown on an ALTA survey, improvement plan, or on electronic data provided by Anderson Wahlen and Associates. The surveyor shall also use the benchmarks as shown on the plan, and verify them against no less than three existing hard improvement elevations included on these plans or on electronic data provided by Anderson Wahlen and Associates. If any discrepancies are encountered, the surveyor shall immediately notify the engineer and resolve the discrepancies before proceeding with any construction staking.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.



Site Plan
Zions Bank
360 South Highway 89
Jackson, Wyoming



30 Jan, 2024

SHEET NO.

C1.1



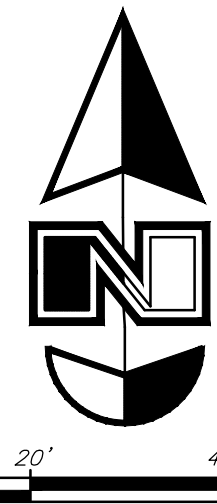
1. All grading shall be in accordance with the project geotechnical study.
 2. Cut slopes shall be no steeper than 3 horizontal to 1 vertical.
 3. Fill slopes shall be no steeper than 3 horizontal to 1 vertical.
 4. Fills shall be compacted per the recommendations of the geotechnical report prepared for the project and shall be certified by a Geotechnical Engineer.
 5. Areas to receive fill shall be properly prepared and approved by a Geotechnical Engineer prior to placing fill.
 6. Fills shall be benched into competent material as per specifications and geotechnical report.
 7. All trench backfill shall be tested and certified by a Geotechnical Engineer.
 8. A geotechnical engineer shall perform periodic inspections and submit a complete report and map upon completion of the rough grading.
 9. The final compaction report and certification from a Geotechnical Engineer shall contain the type of field testing performed. Each test shall be identified with the method of obtaining the in-place density, moisture and cone or drive ring and shall be so noted for every test. Sufficient maximum density determinations shall be performed to verify the accuracy of the maximum density curves used by the field technician.
 10. Dust shall be controlled by watering.
 11. The location and protection of all utilities is the responsibility of the permittee.
 12. Approved protective measures and temporary drainage provisions must be used to protect adjoining properties during the grading process.
 13. All public roadways must be cleared daily of all dirt, mud and debris deposited on them as a result of the grading operation. Cleaning is to be done to the satisfaction of the City Engineer.
 14. The site shall be cleared and grubbed of all vegetation and deleterious matter prior to grading.
 15. The contractor shall provide shoring in accordance with OSHA requirements for trench walls.
 16. Aggregate base shall be compacted per the geotechnical report prepared for the project.
 17. The recommendations in the following Geotechnical Engineering Report by AGEC Applied Geotech are included in the requirements of grading and site Preparation. The Report is titled "Geotechnical Investigation Proposed Zions Bank"
- Project No.: 1220001
Dated: May 18, 2022
18. As part of the construction documents, owner has provided contractor with a topographic survey performed by manual or aerial means. Such information is prepared for project design purposes and is provided to the contractor as a courtesy. It is expressly understood that such survey may not accurately reflect existing topographic conditions.
 19. If Contractor observes evidence of hazardous materials or contaminated soils he shall immediately contact the project engineer to provide notification and obtain direction before proceeding with disturbance of said materials or contaminated soil.

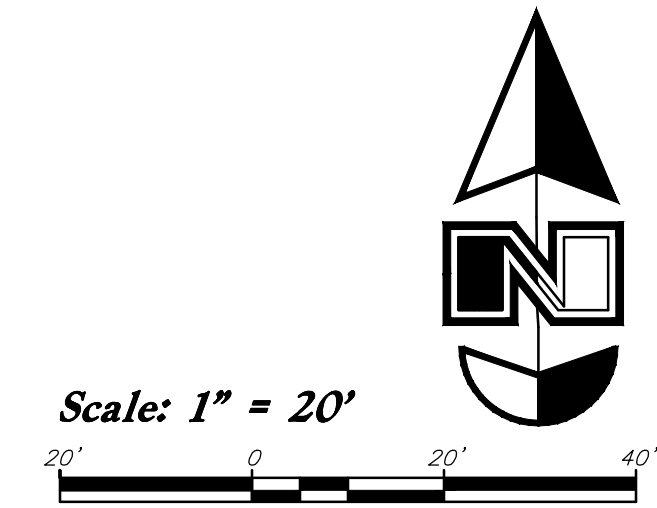
Curb and Gutter Construction Notes:

1. Open face gutter shall be constructed where drainage is directed away from curb.
- ⑦ 2. Open face gutter locations are indicated by shading and notes on the grading plan.
3. It is the responsibility of the surveyor to adjust top of asphalt grades to top of curb grades at the time of construction staking.
4. Refer to the typical details for standard and open face curb and gutter dimensions.
- ② 5. Transitions from open face to standard curb and gutter are to be smooth. Hand form these areas if necessary.
6. Spot elevations are shown on this plan with text masking. Coordinate and verify site information with project drawings.

Sidewalk Construction Notes:

1. Concrete sidewalk shall be constructed with a cross slope of 1.5% unless shown otherwise on plan.
2. Running slope of sidewalks shall be built per grades shown on the plan. where grades are not provided, sidewalks shall be constructed with a maximum running slope of 4.5%
3. Refer to the Site Plan for sidewalk dimensions.





1. *All sewer and water facilities shall be constructed per local jurisdiction standards and specifications. Contractor is responsible to obtain standards and specifications.*
2. *Coordinate all utility connections to building with plumbing plans and building contractor.*
3. *Verify depth and location of all existing utilities prior to constructing any new utility lines. Notify Civil Engineer of any discrepancies or conflicts prior to any connections being made.*
4. *All catch basin and inlet box grates are to be bicycle proof.*
5. *Refer to the site electrical plan for details and locations of electrical lines, transformers and light poles.*
6. *Gas lines, telephone lines, and cable TV lines are not a part of these plans.*
7. *Water meters are to be installed per city standards and specifications. It will be the contractor's responsibility to install all items required.*
8. *Water lines, valves, fire hydrants, fittings etc. are to be constructed as shown. Contractor is responsible, at no cost to the owner, to construct any vertical adjustments necessary to clear sewer, storm or other utilities as necessary including valve boxes and hydrant spools to proper grade.*
9. *Contractor shall install a 12" concrete collar around all manholes, valves, catch basins, cleanouts & any other structures located within the asphalt.*

All piping materials shall be per local agency standards or the specifications below at a minimum. All utility piping shall be installed per manufacturers recommendations. Refer to project specifications for more detailed information regarding materials, installation, etc.

- ### Water Main Lines and Fire Lines

1. *Polyvinyl Chloride (PVC) (4 inches to 12 inches diameter): AWWA C900, Class 235*

1. All sewer piping to be Polyvinyl Chloride (PVC) sewer pipe, ASTM D3034, Type PSM, SDR 35

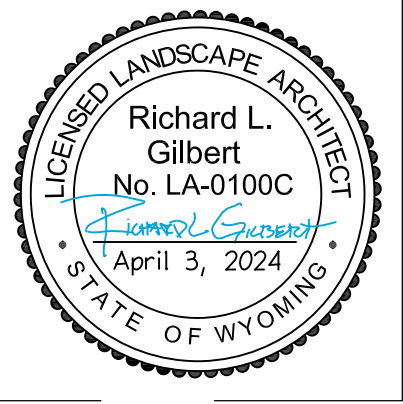
- Storm Drain Lines*
1. 12" pipes or smaller
 - 1.1. Polyvinyl Chloride (PVC) sewer pipe, ASTM D3034, Type PSM, SDR 35
 - 1.2. Advanced Drainage System (ADS) HP Storm Pipe, ASTM F2881 or AASHTO M330
 2. 15" pipes or larger — Reinforced Concrete Pipe, ASTM C76, Class III

The locations and/or elevations of existing utilities as shown on these plans are based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied on as being exact or complete.

*All Storm Drainage & Sanitary Sewer Pipe
Lengths and Slopes are from
Center of Structure to Center of Structure*

1. Contractor shall field verify all utility connection elevations prior to any utility construction has begun.
2. Contractor shall construct utility lines into site prior to any onsite utility construction. Gravity lines are to be constructed starting at the lowest point and be installed prior to any waterline installation
3. Construction of any onsite utilities prior to the offsite connection will be done at the contractors risk.

PVC Pipe Protection During Construction:
PVC Pipe must have 24" cover for heavy construction loading during construction. The Contractor is responsible to temporarily protect any pipes with less than 24" cover by berming over the pipes.



TEL: 801.521.9111 FAX: 801.521.9158

LANDSCAPE PLAN

CONSULTANT:
Arc Sitio Design
Landscape Architecture &
Architectural Site Design
1058 East 2100 South Salt Lake City, Utah 84106
office 801.487.4923 fax 801.466.3046

ZIONS BANK JACKSON, WY
FINANCIAL CENTER

DRAWN BY:
RG

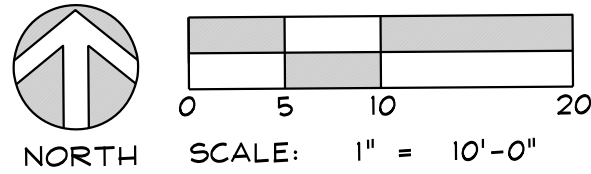
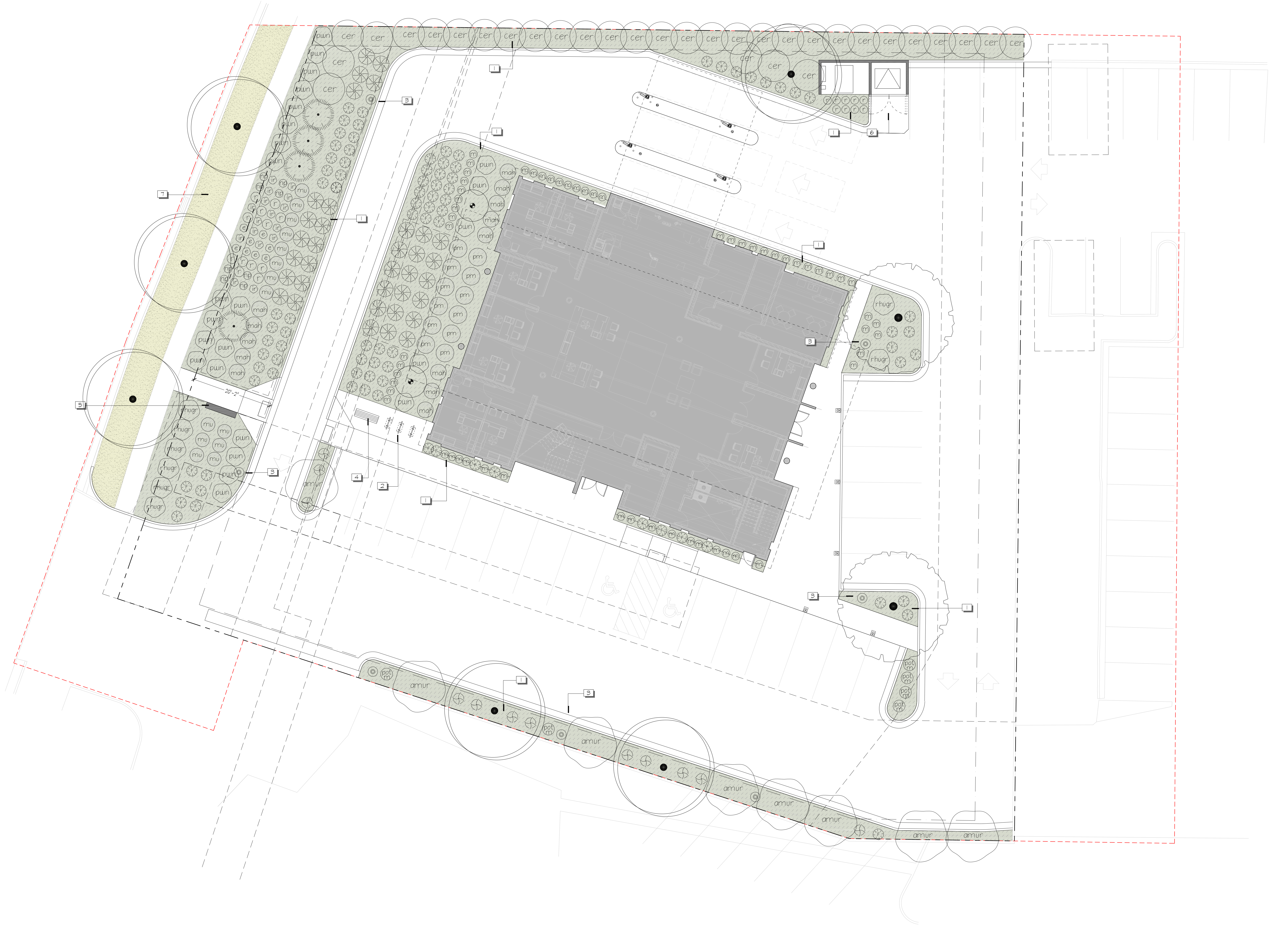
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DATE: 04.03.24

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PRESCOTT MUIR ARCHITECT

SHEET NO.

L-L101

DATE:
04.03.24

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RG

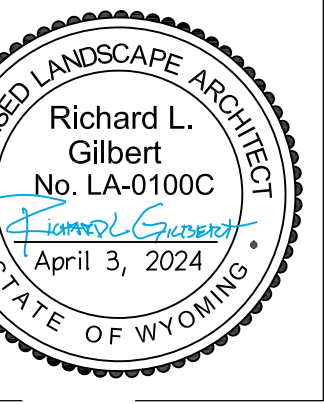
ZIONS BANK JACKSON, WY
FINANCIAL CENTER
380 S. HIGHWAY 89
JACKSON, WYOMING 83001

CONSULTANT:
ATE Satio Design
Landscape Architecture &
Architectural Site Design
office 801.487.4823 fax 801.466.3046

SALT LAKE CITY, UTAH 84101

TEL: 801.521.9111 FAX: 801.521.9158

LANDSCAPE PLAN



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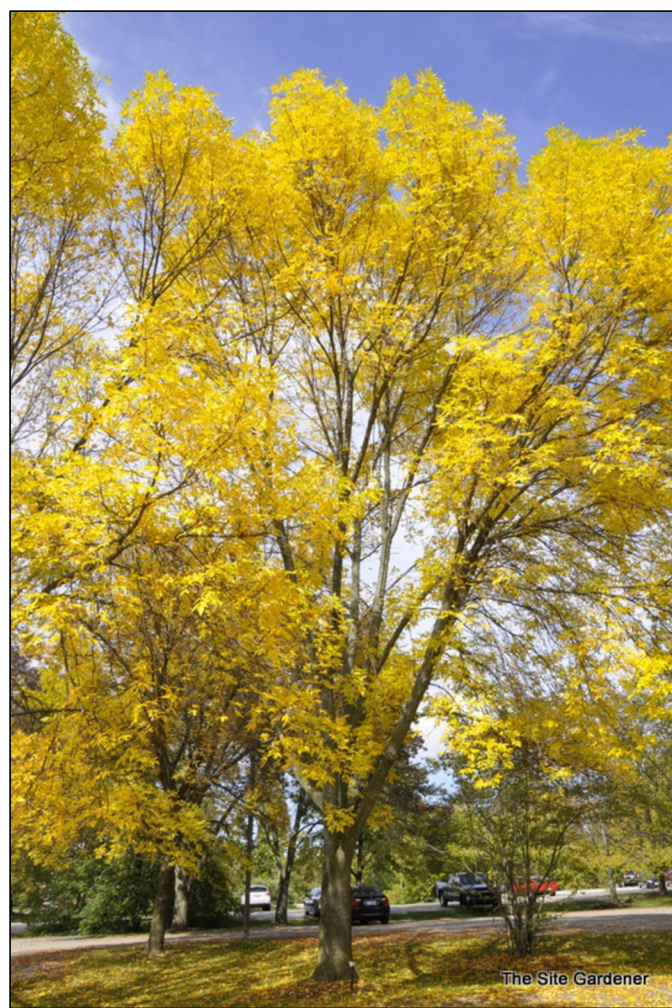
File : E:\23077_Zions Bank Jackson Hole\Code\1_Landscape.dwg Apr 03, 2024-12:51pm



Acer freemanii 'Autumn Blaze'
Autumn Blaze Maple



Acer glabrum Rocky
Mountain Maple



Fraxinus pennsylvanica 'Marshall's
Seedless' Marshall's Seedless Ash



Picea pungens 'Fastigiata' Columnar
Colorado Spruce



Populus tremuloides 'Erecta' Columnar Quaking
Aspen



Mahonia aquifolium 'Compacta'
Compact Oregon Grape
Height: 3' per Progressive Plants



Pinus mugo 'Jakobsen'
Jakobsen Mugo Pine
Height: 3' per Progressive Plants



Pinus sylvestris 'Hillside Creeper'
Hillside Creeper Scotch Pine



Potentilla fruticosa 'McKay's White'
McKay's White Bush Cinquefoil



Prunus besseyi 'Pawnee Buttes'
Sand Cherry



Rhus aromatica 'Gro-Low'
Gro-Low Fragrant Sumac



Acer ginnala 'Flame' Flame
Amur Maple



Cercocarpus ledifolius Curl-leaf
Mountain Mahogany



Calamagrostis acutifolia 'Karl Foerster'
Foerster's Reed Grass



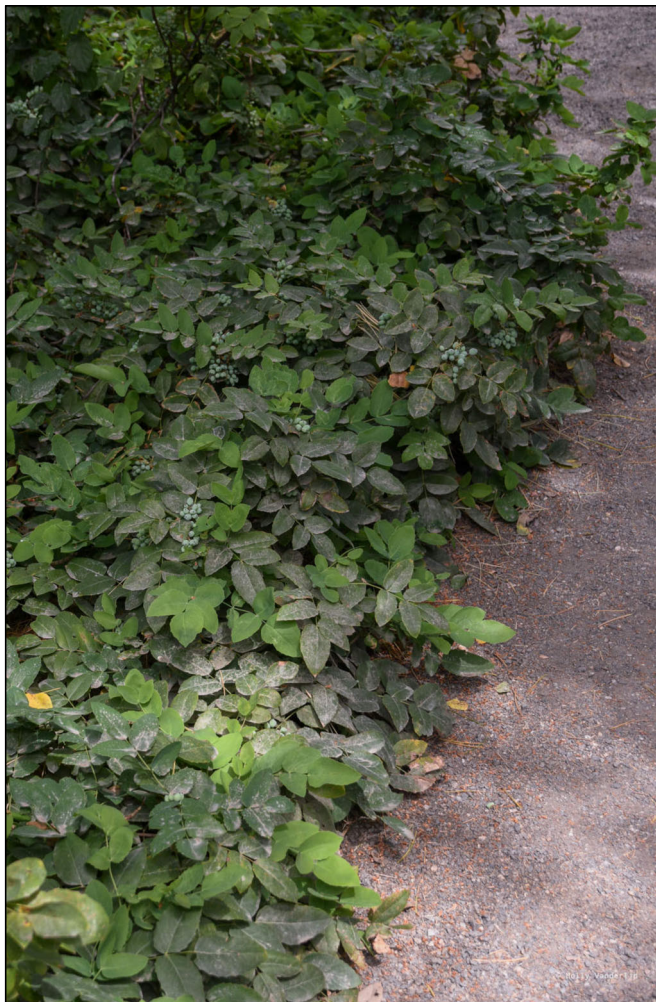
Echinacea purpurea 'Magnus'
Magnus Coneflower



Festuca mairei
Atlas Fescue



Iris pallida 'Albo-variegata'
Sweet Iris



Mahonia repens
Creeping Mahonia



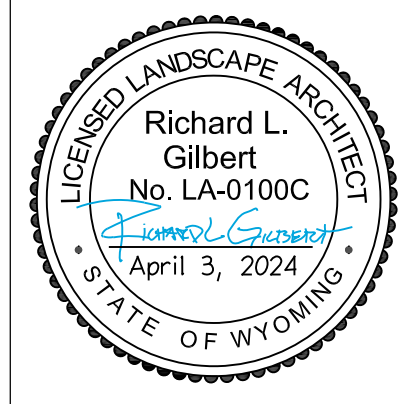
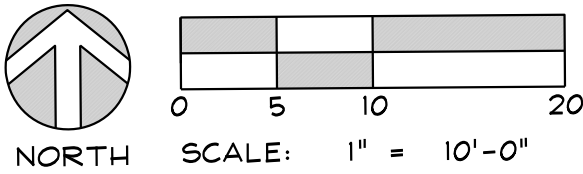
Nepeta x faassenii 'Blue Wonder'
Catmint



Panicum virgatum 'Heavy Metal'
Heavy Metal Switch Grass



Rudbeckia fulgida sullivantii 'Goldsturm'
Black-eyed Susan



TEL: 801.521.9111 FAX: 801.521.9158

SALT LAKE CITY, UTAH 84101

171 WEST PIERPONT AVE.

PRESCOTT MUIR ARCHITECT

LANDSCAPE IMAGES

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DRAWN BY:
RG
PROJECT NO.:
Z1087

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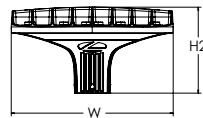
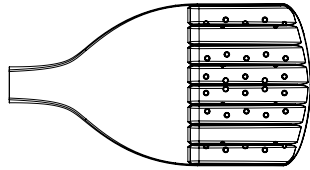
D-Series Size 0 LED Area Luminaire



d^{series}

Specifications

EPA:	0.44 ft ² (0.04 m ²)
Length:	26.18" (66.5 cm)
Width:	14.06" (35.7 cm)
Height H1:	2.26" (5.7 cm)
Height H2:	7.46" (18.9 cm)
Weight:	23 lbs (10.4 kg)



Design Select options indicated by this color background.

Catalog
Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Introduction

The modern styling of the D-Series features a highly refined aesthetic that blends seamlessly with its environment. The D-Series offers the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series outstanding photometry aids in reducing the number of poles required in area lighting applications, with typical energy savings of 70% and expected service life of over 100,000 hours.



design select

Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect.
*See ordering tree for details

Ordering Information

EXAMPLE: DSX0 LED P6 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX0 LED								
Series	LEDs	Color temperature ²	Color Rendering Index ²	Distribution		Voltage	Mounting	
DSX0 LED	Forward optics	(this section 70CRI only)		AFR Automotive front row	T5M Type V medium	MVOLT (120V-277V) ⁴	Shipped included	
	P1 P5	30K 3000K	70CRI	T1S Type I short	T5LG Type V low glare	HVOLT (347V-480V) ^{5,6}	SPA Square pole mounting (#8 drilling, 3.5" min. SQ pole)	
	P2 P6	40K 4000K	70CRI	T2M Type II medium	T5W Type V wide	XVOLT (277V-480V) ^{7,8}	RPA Round pole mounting (#8 drilling, 3" min. RND pole)	
	P3 P7	50K 5000K	70CRI	T3M Type III medium	BLC3 Type III backlight control ³	120 ^{16, 24}		
	P4	(this section 80CRI only, extended lead times apply)		T3LG Type III low glare ³	BLC4 Type IV backlight control ³	208 ^{16, 24}	SPA5 Square pole mounting (#5 drilling, 3" min. SQ pole) ⁹	
	Rotated optics			T4M Type IV medium	LCCO Left corner cutoff ³	240 ^{16, 24}		
	P10 ¹ P12 ¹		27K 2700K	80CRI	T4LG Type IV low glare ³	RCCO Right corner cutoff ³	277 ^{16, 24}	RPA5 Round pole mounting (#5 drilling, 3" min. RND pole) ⁹
	P11 ¹ P13 ¹		30K 3000K	80CRI	TFTM Forward throw medium		347 ^{16, 24}	SPA8N Square narrow pole mounting (#8 drilling, 3" min. SQ pole)
			35K 3500K	80CRI			480 ^{16, 24}	WBA Wall bracket ¹⁰
		40K 4000K	80CRI				MA Mast arm adapter (mounts on 2 3/8" OD horizontal tenon)	
		50K 5000K	80CRI					

Control options		Other options	Finish <i>(required)</i>	
Shipped installed		Shipped installed	DDBXD	Dark Bronze
NLTAIR2 PIRHN	nLight AIR gen 2 enabled with bi-level motion / ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc ^{11, 12, 18, 19}	HS Houseside shield (black finish standard) ²⁰	DBLXD	Black
PIR	High/low, motion/ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc ^{13, 18, 19}	L90 Left rotated optics ¹	DNAXD	Natural Aluminum
PER	NEMA twist-lock receptacle only (controls ordered separate) ¹⁴	R90 Right rotated optics ¹	DWHXD	White
PERS	Five-pin receptacle only (controls ordered separate) ^{14, 19}	CCE Coastal Construction ²¹	DDBTXD	Textured dark bronze
		HA 50°C ambient operation ²²	DBLBXD	Textured black
		BAA Buy America(n) Act Compliant	DNATXD	Textured natural aluminum
		SF Single fuse (120, 277, 347V) ²⁴	DWHGXD	Textured white
		DF Double fuse (208, 240, 480V) ²⁴		
		Shipped separately		
		EGSR External Glare Shield (reversible, field install required, matches housing finish)		
		BSDB Bird Spikes (field install required)		



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DSX0-LED
Rev. 10/30/23
Page 1 of 9

Ordering Information

Accessories

Ordered and shipped separately.

DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) ²³
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) ²³
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) ²³
DSHORT SBK	Shorting cap ²³
DSX0HS P#	House-side shield (enter package number P1-7, P10-13 in place of #)
DSXRPA (FINISH)	Round pole adapter (#8 drilling, specify finish)
DSXRPA5 (FINISH)	Round pole adapter #5 drilling (specify finish)
DSXSPA5 (FINISH)	Square pole adapter #5 drilling (specify finish)
DSX0EGSR (FINISH)	External glare shield (specify finish)
DSX0SDB (FINISH)	Bird spike deterrent bracket (specify finish)

NOTES

- 1 Rotated optics available with packages P10, P11, P12 and P13. Must be combined with option L90 or R90.
- 2 30K, 40K, and 50K available in 70CRI and 80CRI. 27K and 35K only available with 80CRI. Contact Technical Support for other possible combinations.
- 3 T3LG, T4LG, BLC3, BLC4, LCCO, RCCO not available with option HS.
- 4 MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
- 5 HVOLT driver operates on any line voltage from 347-480V (50/60 Hz).
- 6 HVOLT not available with package P1, P2 and P10 when combined with option NLTAIR2 PIRHN or option PIR.
- 7 XVOLT operates with any voltage between 277V and 480V (50/60 Hz).
- 8 XVOLT not available in packages P1, P2 and P10. XVOLT not available with fusing (SF or DF).
- 9 SPAS and RPA5 for use with #5 drilling only (Not for use with #8 drilling).
- 10 WBA cannot be combined with Type 5 distributions plus photocell (PER).
- 11 NLTAIR2 and PIRHN must be ordered together. For more information on nLight Air 2.
- 12 NLTAIR2 PIRHN not available with other controls including PIR, PER, PER5, PER7, FAO, BL30, BL50 and DMG. NLTAIR2 PIRHN not available with P1, P2 and P10 using HVOLT. NLTAIR2 PIRHN not available with P1, P2 and P10 using XVOLT. NLTAIR2 PIRHN not available with P1 using MVOLT.
- 13 PIR not available with NLTAIR2, PER, PER5, PER7, FAO BL30, BL50 and DMG. PIR not available with P1, P2 and P10 using HVOLT. PIR not available with P1, P2 and P10 using XVOLT. PIR not available with P1 using MVOLT.
- 14 PER/PER5/PER7 not available with NLTAIR2, PIR, BL30, BL50. Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included.
- 15 FAO not available with other dimming control options NLTAIR2 PIRHN, PIR, PER5, PER7, BL30, BL50, or DMG.
- 16 BL30 and BL50 are not available with NLTAIR2 PIRHN, PIR, PER, PER5, PER7, FAO and DMG. BL30 or BL50 must specify 120, 277 or 347V. Consult tech support for 208, 240 or 480V.
- 17 DMG not available with NLTAIR2 PIRHN, PIR, PER, PER5, PER7, BL30, BL50 and FAO.
- 18 Reference Motion Sensor Default Settings table on page 4 to see functionality.
- 19 Reference Controls Options table on page 4.
- 20 Option HS not available with T3LG, T4LG, BLC3, BLC4, LCCO and RCCO distribution. Also available as a separate accessory; see Accessories information.
- 21 CCE option not available with option BS and EGSR. Contact Technical Support for availability.
- 22 Option HA not available with performance packages P6, P7, P12 and P13.
- 23 Requires luminaire to be specified with PER, PER5 or PER7 option. See Controls Table on page 4.
- 24 Single fuse (SF) requires 120V, 277V, or 347V. Double fuse (DF) requires 208V, 240V or 480V. XVOLT not available with fusing (SF or DF).

Shield Accessories



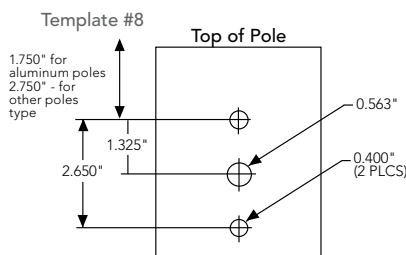
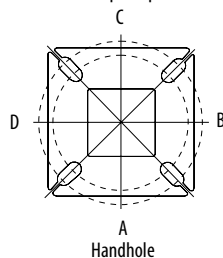
External Glare Shield (EGSR)



House Side Shield (HS)

Drilling

HANDHOLE ORIENTATION (from top of pole)



Tenon Mounting Slipfitter

Tenon O.D.	Mounting	Single Unit	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
2-3/8"	RPA	AS3-5 190	AS3-5 280	AS3-5 290	AS3-5 390	AS3-5 320	AS3-5 490
2-7/8"	RPA	AST25-190	AST25-280	AST25-290	AST25-390	AST25-320	AST25-490
4"	RPA	AST35-190	AST35-280	AST35-290	AST35-390	AST35-320	AST35-490

Mounting Option	Drilling Template	Single	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
Head Location		Side B	Side B & D	Side B & C	Side B, C & D	Round Pole Only	Side A, B, C & D
Drill Nomenclature	#8	DM19AS	DM28AS	DM29AS	DM39AS	DM32AS	DM49AS
Minimum Acceptable Outside Pole Dimension							
SPA	#8	3.5"	3.5"	3.5"	3.5"		3.5"
RPA	#8	3"	3"	3"	3"	3"	3"
SPAS	#5	3"	3"	3"	3"		3"
RPA5	#5	3"	3"	3"	3"	3"	3"
SPA8N	#8	3"	3"	3"	3"		3"

DSX0 Area Luminaire - EPA

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

Fixture Quantity & Mounting Configuration	Single DM19	2 @ 180 DM28	2 @ 90 DM29	3 @ 90 DM39	3 @ 120 DM32	4 @ 90 DM49
Mounting Type						
DSX0 with SPA	0.44	0.88	0.96	1.18	---	1.16
DSX0 with SPAS, SPA8N	0.51	1.02	1.06	1.26	---	1.29
DSX0 with RPA, RPA5	0.51	1.02	1.06	1.26	1.24	1.29
DSX0 with MA	0.64	1.28	1.24	1.67	1.70	1.93

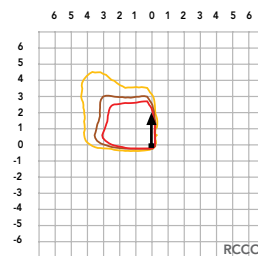
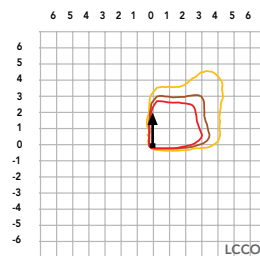
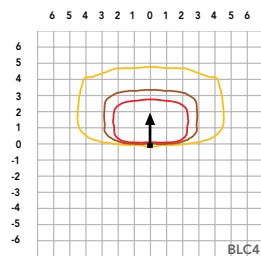
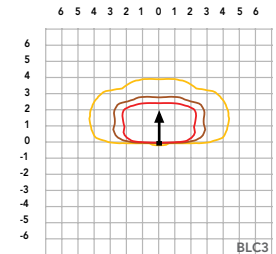
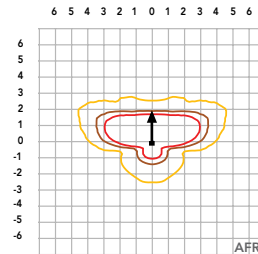
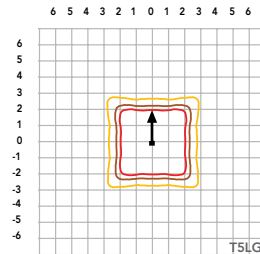
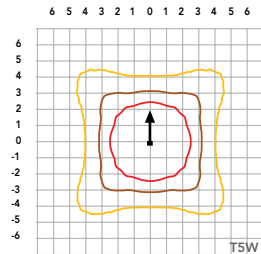
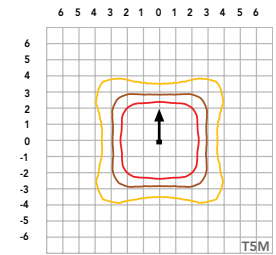
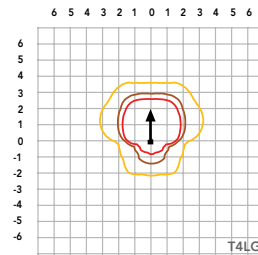
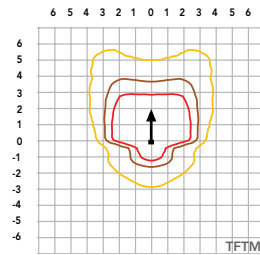
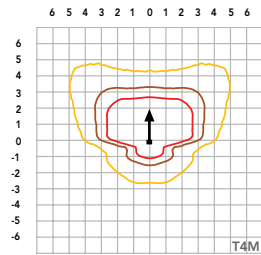
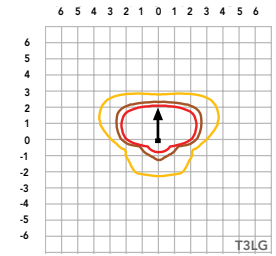
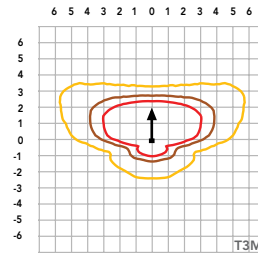
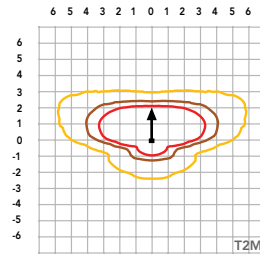
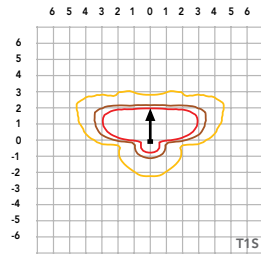
Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's [homepage](https://www.lithonia.com).

Isofootcandle plots for the DSX0 LED P7 40K 70CRI. Distances are in units of mounting height (20').

LEGEND

- 0.1 fc
- 0.5 fc
- 1.0 fc



Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.04
5°C	41°F	1.04
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	Lumen Maintenance Factor
0	1.00
25,000	0.94
50,000	0.89
100,000	0.80

FAO Dimming Settings

FAO Position	% Wattage	% Lumen Output
8	100%	100%
7	93%	95%
6	80%	85%
5	66%	73%
4	54%	61%
3	41%	49%
2	29%	36%
1	15%	20%

*Note: Calculated values are based on original performance package data. When calculating new values for given FAO position, use published values for each package based on input watts and lumens by optic type.

Motion Sensor Default Settings

Option	Unoccupied Dimmed Level	High Level (when occupied)	Photocell Operation	Dwell Time	Ramp-up Time	Dimming Fade Rate
PIR	30%	100%	Enabled @ 2FC	7.5 min	3 sec	5 min
NLTAIR2 PIRHN	30%	100%	Enabled @ 2FC	7.5 min	3 sec	5 min

Controls Options

Nomenclature	Description	Functionality	Primary control device	Notes
FAO	Field adjustable output device installed inside the luminaire; wired to the driver dimming leads.	Allows the luminaire to be manually dimmed, effectively trimming the light output.	FAO device	Cannot be used with other controls options that need the 0-10V leads
DS (not available on DSX0)	Drivers wired independently for 50/50 luminaire operation	The luminaire is wired to two separate circuits, allowing for 50/50 operation.	Independently wired drivers	Requires two separately switched circuits. Consider nLight AIR as a more cost effective alternative.
PERS or PER7	Twist-lock photocell receptacle	Compatible with standard twist-lock photocells for dusk to dawn operation, or advanced control nodes that provide 0-10V dimming signals.	Twist-lock photocells such as DLL Elite or advanced control nodes such as ROAM.	Pins 4 & 5 to dimming leads on driver, Pins 6 & 7 are capped inside luminaire. Cannot be used with other controls options that need the 0-10V leads.
PIR	Motion sensor with integral photocell. Sensor suitable for 8' to 40' mounting height.	Luminaires dim when no occupancy is detected.	Acuity Controls rSBG	Cannot be used with other controls options that need the 0-10V leads.
NLTAIR2 PIRHN	nLight AIR enabled luminaire for motion sensing, photocell and wireless communication.	Motion and ambient light sensing with group response. Scheduled dimming with motion sensor override when wirelessly connected to the nLight Eclipse.	nLight Air rSBG	nLight AIR sensors can be programmed and commissioned from the ground using the CIAIRity Pro app. Cannot be used with other controls options that need the 0-10V leads.
BL30 or BL50	Integrated bi-level device that allows a second control circuit to switch all light engines to either 30% or 50% light output	BLC device provides input to 0-10V dimming leads on all drivers providing either 100% or dimmed (30% or 50%) control by a secondary circuit	BLC UVOLT1	BLC device is powered off the 0-10V dimming leads, thus can be used with any input voltage from 120 to 480V

Electrical Load

					Current (A)					
	Performance Package	LED Count	Drive Current (mA)	Wattage	120V	208V	240V	277V	347V	480V
Forward Optics (Non-Rotated)	P1	20	530	34	0.28	0.16	0.14	0.12	0.10	0.07
	P2	20	700	45	0.38	0.22	0.19	0.16	0.13	0.09
	P3	20	1050	69	0.57	0.33	0.29	0.25	0.20	0.14
	P4	20	1400	94	0.78	0.45	0.39	0.34	0.27	0.19
	P5	40	700	89	0.75	0.43	0.38	0.33	0.26	0.19
	P6	40	1050	136	1.14	0.66	0.57	0.49	0.39	0.29
	P7	40	1300	170	1.42	0.82	0.71	0.62	0.49	0.36
Rotated Optics (Requires L90 or R90)	P10	30	530	51	0.42	0.24	0.21	0.18	0.15	0.11
	P11	30	700	67	0.57	0.33	0.28	0.25	0.20	0.14
	P12	30	1050	103	0.86	0.50	0.43	0.37	0.30	0.22
	P13	30	1300	129	1.07	0.62	0.54	0.46	0.37	0.27

LED Color Temperature / Color Rendering Multipliers

	70 CRI		80CRI		90CRI	
	Lumen Multiplier	Availability	Lumen Multiplier	Availability	Lumen Multiplier	Availability
5000K	102%	Standard	92%	Extended lead-time	71%	(see note)
4000K	100%	Standard	92%	Extended lead-time	67%	(see note)
3500K	100%	(see note)	90%	Extended lead-time	63%	(see note)
3000K	96%	Standard	87%	Extended lead-time	61%	(see note)
2700K	94%	(see note)	85%	Extended lead-time	57%	(see note)

Note: Some LED types are available as per special request. Contact Technical Support for more information.

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

Forward Optics

Performance Package	System Watts	LED Count	Drive Current (mA)	Distribution Type	30K					40K					50K				
					(3000K, 70 CRI)					(4000K, 70 CRI)					(5000K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P1	33W	20	530	T1S	4,906	1	0	1	148	5,113	1	0	1	154	5,213	1	0	1	157
				T2M	4,545	1	0	2	137	4,736	1	0	2	143	4,829	1	0	2	145
				T3M	4,597	1	0	2	138	4,791	1	0	2	144	4,885	1	0	2	147
				T3LG	4,107	1	0	1	124	4,280	1	0	1	129	4,363	1	0	1	131
				T4M	4,666	1	0	2	141	4,863	1	0	2	146	4,957	1	0	2	149
				T4LG	4,244	1	0	1	128	4,423	1	0	1	133	4,509	1	0	1	136
				TFTM	4,698	1	0	2	141	4,896	1	0	2	147	4,992	1	0	2	150
				T5M	4,801	3	0	1	145	5,003	3	0	1	151	5,101	3	0	1	154
				T5W	4,878	3	0	1	147	5,084	3	0	2	153	5,183	3	0	2	156
				T5LG	4,814	2	0	1	145	5,018	2	0	1	151	5,115	2	0	1	154
				BLC3	3,344	0	0	1	101	3,485	0	0	1	105	3,553	0	0	1	107
				BLC4	3,454	0	0	2	104	3,599	0	0	2	108	3,670	0	0	2	111
				RCCO	3,374	0	0	1	102	3,517	0	0	1	106	3,585	0	0	1	108
				LCCO	3,374	0	0	1	102	3,517	0	0	1	106	3,585	0	0	1	108
				AFR	4,906	1	0	1	148	5,113	1	0	1	154	5,213	1	0	1	157
P2	45W	20	700	T1S	6,328	1	0	1	140	6,595	1	0	1	146	6,724	1	0	1	149
				T2M	5,862	1	0	2	130	6,109	1	0	2	135	6,228	1	0	2	138
				T3M	5,930	1	0	3	131	6,180	1	0	3	137	6,301	1	0	3	140
				T3LG	5,297	1	0	1	117	5,521	1	0	1	122	5,628	1	0	1	125
				T4M	6,018	1	0	3	133	6,272	1	0	3	139	6,395	1	0	3	142
				T4LG	5,474	1	0	1	121	5,705	1	0	1	126	5,816	1	0	1	129
				TFTM	6,060	1	0	3	134	6,316	1	0	3	140	6,439	1	0	3	143
				T5M	6,192	3	0	1	137	6,453	3	0	2	143	6,579	3	0	2	146
				T5W	6,293	3	0	2	139	6,558	3	0	2	145	6,686	3	0	2	148
				T5LG	6,210	2	0	1	138	6,472	3	0	1	143	6,598	3	0	1	146
				BLC3	4,313	0	0	2	96	4,495	0	0	2	100	4,583	0	0	2	102
				BLC4	4,455	0	0	2	99	4,643	0	0	2	103	4,733	0	0	2	105
				RCCO	4,352	0	0	2	96	4,536	0	0	2	100	4,624	0	0	2	102
				LCCO	4,352	0	0	2	96	4,536	0	0	2	100	4,624	0	0	2	102
				AFR	6,328	1	0	1	140	6,595	1	0	1	146	6,724	1	0	1	149
P3	69W	20	1050	T1S	9,006	1	0	2	131	9,386	1	0	2	136	9,569	1	0	2	139
				T2M	8,343	2	0	3	121	8,694	2	0	3	126	8,864	2	0	3	129
				T3M	8,439	2	0	3	122	8,795	2	0	3	128	8,967	2	0	3	130
				T3LG	7,539	1	0	2	109	7,857	1	0	2	114	8,010	1	0	2	116
				T4M	8,565	2	0	3	124	8,926	2	0	3	129	9,100	2	0	3	132
				T4LG	7,790	1	0	2	113	8,119	1	0	2	118	8,277	1	0	2	120
				TFTM	8,624	1	0	3	125	8,988	1	0	3	130	9,163	2	0	3	133
				T5M	8,812	3	0	2	128	9,184	4	0	2	133	9,363	4	0	2	136
				T5W	8,955	4	0	2	130	9,333	4	0	2	135	9,515	4	0	2	138
				T5LG	8,838	3	0	1	128	9,211	3	0	1	134	9,390	3	0	1	136
				BLC3	6,139	0	0	2	89	6,398	0	0	2	93	6,522	0	0	2	95
				BLC4	6,340	0	0	3	92	6,607	0	0	3	96	6,736	0	0	3	98
				RCCO	6,194	1	0	2	90	6,455	1	0	2	94	6,581	1	0	2	95
				LCCO	6,194	1	0	2	90	6,455	1	0	2	94	6,581	1	0	2	95
				AFR	9,006	1	0	2	131	9,386	1	0	2	136	9,569	1	0	2	139
P4	93W	20	1400	T1S	11,396	1	0	2	122	11,877	1	0	2	128	12,109	2	0	2	130
				T2M	10,557	2	0	3	113	11,003	2	0	3	118	11,217	2	0	3	121
				T3M	10,680	2	0	3	115	11,130	2	0	3	120	11,347	2	0	3	122
				T3LG	9,540	1	0	2	103	9,942	1	0	2	107	10,136	1	0	2	109
				T4M	10,839	2	0	3	117	11,296	2	0	3	121	11,516	2	0	4	124
				T4LG	9,858	1	0	2	106	10,274	1	0	2	110	10,474	1	0	2	113
				TFTM	10,914	2	0	3	117	11,374	2	0	3	122	11,596	2	0	3	125
				T5M	11,152	4	0	2	120	11,622	4	0	2	125	11,849	4	0	2	127
				T5W	11,332	4	0	3	122	11,811	4	0	3	127	12,041	4	0	3	129
				T5LG	11,184	3	0	1	120	11,656	3	0	2	125	11,883	3	0	2	128
				BLC3	7,768	0	0	2	83	8,096	0	0	2	87	8,254	0	0	2	89
				BLC4	8,023	0	0	3	86	8,362	0	0	3	90	8,524	0	0	3	92
				RCCO	7,838	1	0	2	84	8,169	1	0	2	88	8,328	1	0	2	90
				LCCO	7,838	1	0	2	84	8,169	1	0	2	88	8,328	1	0	2	90
				AFR	11,396	1	0	2	122	11,877	1	0	2	128	12,109	2	0	2	130

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

Forward Optics

Performance Package	System Watts	LED Count	Drive Current (mA)	Distribution Type	30K					40K					50K				
					(3000K, 70 CRI)					(4000K, 70 CRI)					(5000K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P5	90W	40	700	T1S	12,380	2	0	2	137	12,902	2	0	2	143	13,154	2	0	2	146
				T2M	11,468	2	0	3	127	11,952	2	0	3	133	12,185	2	0	3	135
				T3M	11,601	2	0	3	129	12,091	2	0	3	134	12,326	2	0	4	137
				T3LG	10,363	2	0	2	115	10,800	2	0	2	120	11,011	2	0	2	122
				T4M	11,774	2	0	4	131	12,271	2	0	4	136	12,510	2	0	4	139
				T4LG	10,709	1	0	2	119	11,160	2	0	2	124	11,378	2	0	2	126
				TFTM	11,856	2	0	3	132	12,356	2	0	4	137	12,596	2	0	4	140
				T5M	12,114	4	0	2	134	12,625	4	0	2	140	12,871	4	0	2	143
				T5W	12,310	4	0	3	137	12,830	4	0	3	142	13,080	4	0	3	145
				T5LG	12,149	3	0	2	135	12,662	3	0	2	141	12,908	3	0	2	143
				BLC3	8,438	0	0	2	94	8,794	0	0	2	98	8,966	0	0	2	99
				BLC4	8,715	0	0	3	97	9,083	0	0	3	101	9,260	0	0	3	103
				RCCO	8,515	1	0	2	94	8,874	1	0	2	98	9,047	1	0	2	100
				LCCO	8,515	1	0	2	94	8,874	1	0	2	98	9,047	1	0	2	100
				AFR	12,380	2	0	2	137	12,902	2	0	2	143	13,154	2	0	2	146
P6	137W	40	1050	T1S	17,545	2	0	3	128	18,285	2	0	3	133	18,642	2	0	3	136
				T2M	16,253	3	0	4	119	16,939	3	0	4	124	17,269	3	0	4	126
				T3M	16,442	2	0	4	120	17,135	3	0	4	125	17,469	3	0	4	128
				T3LG	14,687	2	0	2	107	15,306	2	0	2	112	15,605	2	0	2	114
				T4M	16,687	2	0	4	122	17,391	3	0	5	127	17,730	3	0	5	129
				T4LG	15,177	2	0	2	111	15,817	2	0	2	115	16,125	2	0	2	118
				TFTM	16,802	2	0	4	123	17,511	2	0	4	128	17,852	2	0	5	130
				T5M	17,168	4	0	2	125	17,893	5	0	3	131	18,241	5	0	3	133
				T5W	17,447	5	0	3	127	18,183	5	0	3	133	18,537	5	0	3	135
				T5LG	17,218	4	0	2	126	17,944	4	0	2	131	18,294	4	0	2	134
				BLC3	11,959	0	0	3	87	12,464	0	0	3	91	12,707	0	0	3	93
				BLC4	12,352	0	0	4	90	12,873	0	0	4	94	13,124	0	0	4	96
				RCCO	12,067	1	0	3	88	12,576	1	0	3	92	12,821	1	0	3	94
				LCCO	12,067	1	0	3	88	12,576	1	0	3	92	12,821	1	0	3	94
				AFR	17,545	2	0	3	128	18,285	2	0	3	133	18,642	2	0	3	136
P7	171W	40	1300	T1S	20,806	2	0	3	122	21,683	2	0	3	127	22,106	2	0	3	129
				T2M	19,273	3	0	4	113	20,086	3	0	4	118	20,478	3	0	4	120
				T3M	19,497	3	0	5	114	20,319	3	0	5	119	20,715	3	0	5	121
				T3LG	17,416	2	0	2	102	18,151	2	0	2	106	18,504	2	0	2	108
				T4M	19,787	3	0	5	116	20,622	3	0	5	121	21,024	3	0	5	123
				T4LG	17,997	2	0	2	105	18,756	2	0	2	110	19,121	2	0	2	112
				TFTM	19,924	3	0	5	117	20,765	3	0	5	122	21,170	3	0	5	124
				T5M	20,359	5	0	3	119	21,217	5	0	3	124	21,631	5	0	3	127
				T5W	20,689	5	0	3	121	21,561	5	0	3	126	21,982	5	0	3	129
				T5LG	20,418	4	0	2	120	21,279	4	0	2	125	21,694	4	0	2	127
				BLC3	14,182	0	0	3	83	14,780	0	0	3	87	15,068	0	0	3	88
				BLC4	14,647	0	0	4	86	15,265	0	0	4	89	15,562	0	0	4	91
				RCCO	14,309	1	0	3	84	14,913	1	0	3	87	15,204	1	0	3	89
				LCCO	14,309	1	0	3	84	14,913	1	0	3	87	15,204	1	0	3	89
				AFR	20,806	2	0	3	122	21,683	2	0	3	127	22,106	2	0	3	129

Performance Data

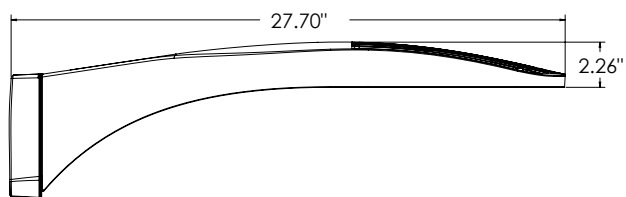
Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

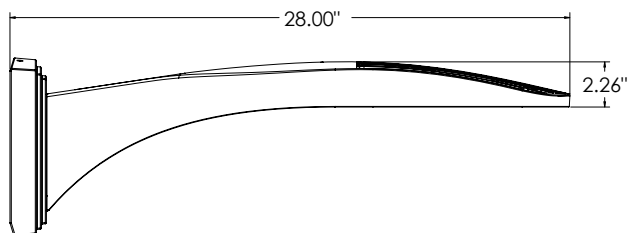
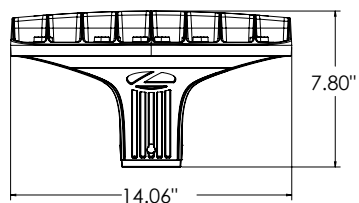
Rotated Optics

Performance Package	System Watts	LED Count	Drive Current (mA)	Distribution Type	30K					40K					50K				
					(3000K, 70 CRI)					(4000K, 70 CRI)					(5000K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P10	51W	30	530	T1S	7,399	3	0	3	145	7,711	3	0	3	151	7,862	3	0	3	154
				T2M	6,854	3	0	3	135	7,144	3	0	3	140	7,283	3	0	3	143
				T3M	6,933	3	0	3	136	7,225	3	0	3	142	7,366	3	0	3	145
				T3LG	6,194	2	0	2	122	6,455	2	0	2	127	6,581	2	0	2	129
				T4M	7,036	3	0	3	138	7,333	3	0	3	144	7,476	3	0	3	147
				T4LG	6,399	2	0	2	126	6,669	2	0	2	131	6,799	2	0	2	134
				TFTM	7,086	3	0	3	139	7,385	3	0	3	145	7,529	3	0	3	148
				T5M	7,239	3	0	2	142	7,545	3	0	2	148	7,692	3	0	2	151
				T5W	7,357	3	0	2	145	7,667	3	0	2	151	7,816	4	0	2	154
				T5LG	7,260	3	0	1	143	7,567	3	0	1	149	7,714	3	0	1	152
				BLC3	5,043	3	0	3	99	5,256	3	0	3	103	5,358	3	0	3	105
				BLC4	5,208	3	0	3	102	5,428	3	0	3	107	5,534	3	0	3	109
				RCCO	5,089	0	0	2	100	5,303	0	0	2	104	5,407	0	0	2	106
				LCCO	5,089	0	0	2	100	5,303	0	0	2	104	5,407	0	0	2	106
				AFR	7,399	3	0	3	145	7,711	3	0	3	151	7,862	3	0	3	154
P11	68W	30	700	T1S	9,358	3	0	3	138	9,753	3	0	3	143	9,943	3	0	3	146
				T2M	8,669	3	0	3	127	9,034	3	0	3	133	9,211	3	0	3	135
				T3M	8,768	3	0	3	129	9,138	3	0	3	134	9,316	3	0	3	137
				T3LG	7,833	3	0	3	115	8,164	3	0	3	120	8,323	3	0	3	122
				T4M	8,899	3	0	3	131	9,274	3	0	3	136	9,455	3	0	3	139
				T4LG	8,093	3	0	3	119	8,435	3	0	3	124	8,599	3	0	3	126
				TFTM	8,962	3	0	3	132	9,340	3	0	3	137	9,522	3	0	3	140
				T5M	9,156	4	0	2	135	9,542	4	0	2	140	9,728	4	0	2	143
				T5W	9,304	4	0	2	137	9,696	4	0	2	143	9,885	4	0	2	145
				T5LG	9,182	3	0	1	135	9,569	3	0	1	141	9,756	3	0	1	143
				BLC3	6,378	3	0	3	94	6,647	3	0	3	98	6,777	3	0	3	100
				BLC4	6,587	3	0	3	97	6,865	3	0	3	101	6,999	3	0	3	103
				RCCO	6,436	0	0	2	95	6,707	0	0	2	99	6,838	0	0	2	101
				LCCO	6,436	0	0	2	95	6,707	0	0	2	99	6,838	0	0	2	101
				AFR	9,358	3	0	3	138	9,753	3	0	3	143	9,943	3	0	3	146
P12	103W	30	1050	T1S	13,247	3	0	3	128	13,806	3	0	3	134	14,075	3	0	3	136
				T2M	12,271	4	0	4	119	12,789	4	0	4	124	13,038	4	0	4	126
				T3M	12,412	4	0	4	120	12,935	4	0	4	125	13,187	4	0	4	128
				T3LG	11,089	3	0	3	107	11,556	3	0	3	112	11,782	3	0	3	114
				T4M	12,597	4	0	4	122	13,128	4	0	4	127	13,384	4	0	4	129
				T4LG	11,457	3	0	3	111	11,940	3	0	3	116	12,173	3	0	3	118
				TFTM	12,686	4	0	4	123	13,221	4	0	4	128	13,479	4	0	4	130
				T5M	12,960	4	0	2	125	13,507	4	0	2	131	13,770	4	0	2	133
				T5W	13,170	4	0	3	127	13,726	4	0	3	133	13,994	4	0	3	135
				T5LG	12,998	3	0	2	126	13,546	3	0	2	131	13,810	3	0	2	134
				BLC3	9,029	3	0	3	87	9,409	3	0	3	91	9,593	3	0	3	93
				BLC4	9,324	4	0	4	90	9,718	4	0	4	94	9,907	4	0	4	96
				RCCO	9,110	1	0	2	88	9,495	1	0	2	92	9,680	1	0	2	94
				LCCO	9,110	1	0	2	88	9,494	1	0	2	92	9,680	1	0	2	94
				AFR	13,247	3	0	3	128	13,806	3	0	3	134	14,075	3	0	3	136
P13	129W	30	1300	T1S	15,704	3	0	3	122	16,366	3	0	3	127	16,685	4	0	4	130
				T2M	14,547	4	0	4	113	15,161	4	0	4	118	15,457	4	0	4	120
				T3M	14,714	4	0	4	114	15,335	4	0	4	119	15,634	4	0	4	121
				T3LG	13,145	3	0	3	102	13,700	3	0	3	106	13,967	3	0	3	108
				T4M	14,933	4	0	4	116	15,563	4	0	4	121	15,867	4	0	4	123
				T4LG	13,582	3	0	3	105	14,155	3	0	3	110	14,431	3	0	3	112
				TFTM	15,039	4	0	4	117	15,673	4	0	4	122	15,979	4	0	4	124
				T5M	15,364	4	0	2	119	16,013	4	0	2	124	16,325	4	0	2	127
				T5W	15,613	5	0	3	121	16,272	5	0	3	126	16,589	5	0	3	129
				T5LG	15,409	3	0	2	120	16,059	3	0	2	125	16,372	4	0	2	127
				BLC3	10,703	4	0	4	83	11,155	4	0	4	87	11,372	4	0	4	88
				BLC4	11,054	4	0	4	86	11,520	4	0	4	89	11,745	4	0	4	91
				RCCO	10,800	1	0	2	84	11,256	1	0	2	87	11,475	1	0	3	89
				LCCO	10,800	1	0	2	84	11,255	1	0	2	87	11,475	1	0	3	89
				AFR	15,704	3	0	3	122	16,366	3	0	3	127	16,685	4	0	4	130

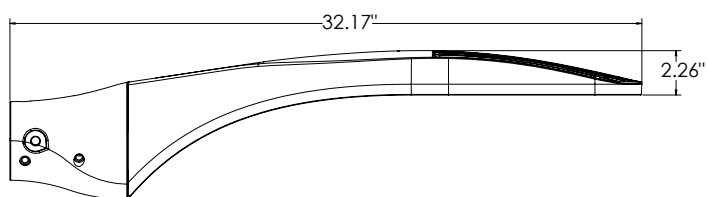
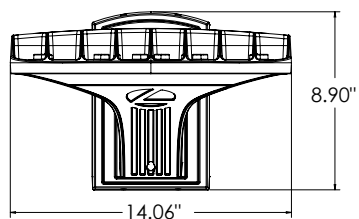
Dimensions



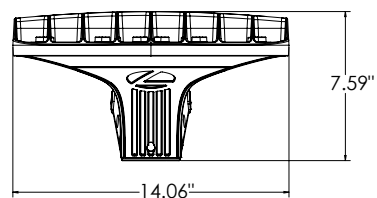
DSX0 with RPA, RPA5, SPA5, SPA8N mount
Weight: 25 lbs



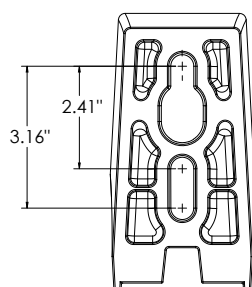
DSX0 with WBA mount
Weight: 27 lb



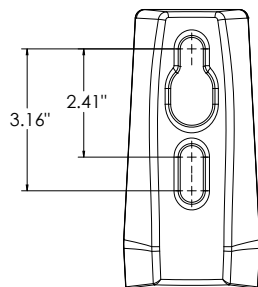
DSX0 with MA mount
Weight: 28 lbs



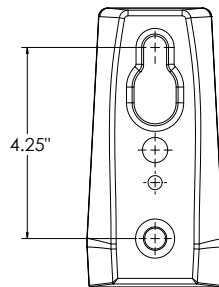
SPA (STANDARD ARM)



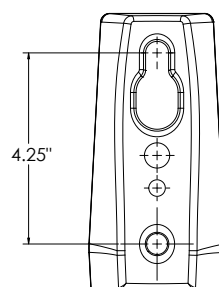
RPA



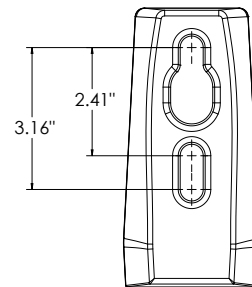
SPA5



RPA5



SPA8N



nLight Sensor Coverage Pattern

NLTAIR2 PIRHN



Top



Side

FEATURES & SPECIFICATIONS

INTENDED USE

The sleek design of the D-Series Size 0 reflects the embedded high performance LED technology. It is ideal for many commercial and municipal applications, such as parking lots, plazas, campuses, and pedestrian areas.

CONSTRUCTION

Single-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance and future light engine upgrades. The LED driver is mounted in direct contact with the casting to promote low operating temperature and long life. Housing driver compartment is completely sealed against moisture and environmental contaminants (IP66). Vibration rated per ANSI C136.31 for 3G. Low EPA (0.44 ft²) for optimized pole wind loading.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in both textured and non-textured finishes.

COASTAL CONSTRUCTION (CCE)

Optional corrosion resistant construction is engineered with added corrosion protection in materials and/or pre-treatment of base material under super durable paint. Provides additional corrosion protection for applications near coastal areas. Finish is salt spray tested to over 5,000 hours per ASTM B117 with scribe rating of 10. Additional lead-times may apply.

OPTICS

Precision-molded proprietary silicone lenses are engineered for superior area lighting distribution, uniformity, and pole spacing. Light engines are available in 3000 K, 4000 K or 5000 K (70 CRI) configurations. 80CRI configurations are also available. The D-Series Size 0 has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL

Light engine(s) configurations consist of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L80/100,000 hours at 25°C). Class 1 electronic drivers are designed to have a power factor >90%, THD <20%, and an expected life of 100,000 hours with <1% failure rate. Easily serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

STANDARD CONTROLS

The DSX0 LED area luminaire has a number of control options. DSX Size 0, comes standard with 0-10V dimming driver. Dusk to dawn controls can be utilized via optional NEMA twist-lock photocell receptacles. PIR integrated motion sensor with on-board photocell feature field-adjustable programming and are suitable for mounting heights up to 40 feet. Control option BL features a bi-level device that allows a second control circuit to switch all light engines to either 30% or 50% light output.

nLIGHT AIR CONTROLS

The DSX0 LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing and photocontrol functionality and is suitable for mounting heights up to 40 feet. Once commissioned using a smartphone and the easy-to-use CLAIRITY app, nLight AIR equipped luminaires can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclipse. Additional information about nLight Air can be found [here](#).

INSTALLATION

Integral mounting arm allows for fast mounting using Lithonia standard #8 drilling and accommodates pole drilling's from 2.41 to 3.12" on center. The standard "SPA" option for square poles and the "RPA" option for round poles use the #8 drilling. For #5 pole drillings, use SPA5 or RPA5. Additional mountings are available including a wall bracket (WBA) and mast arm (MA) option that allows luminaire attachment to a 2 3/8" horizontal mast arm.

LISTINGS

UL listed to meet U.S. and Canadian standards. UL Listed for wet locations. Light engines are IP66 rated; luminaire is IP66 rated. Rated for -40°C minimum ambient.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color temperature only.

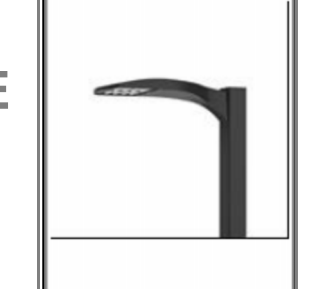
BUY AMERICAN ACT

Product with the BAA option is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT regulations. Please refer to www.acuitybrands.com/buy-american for additional information.

WARRANTY

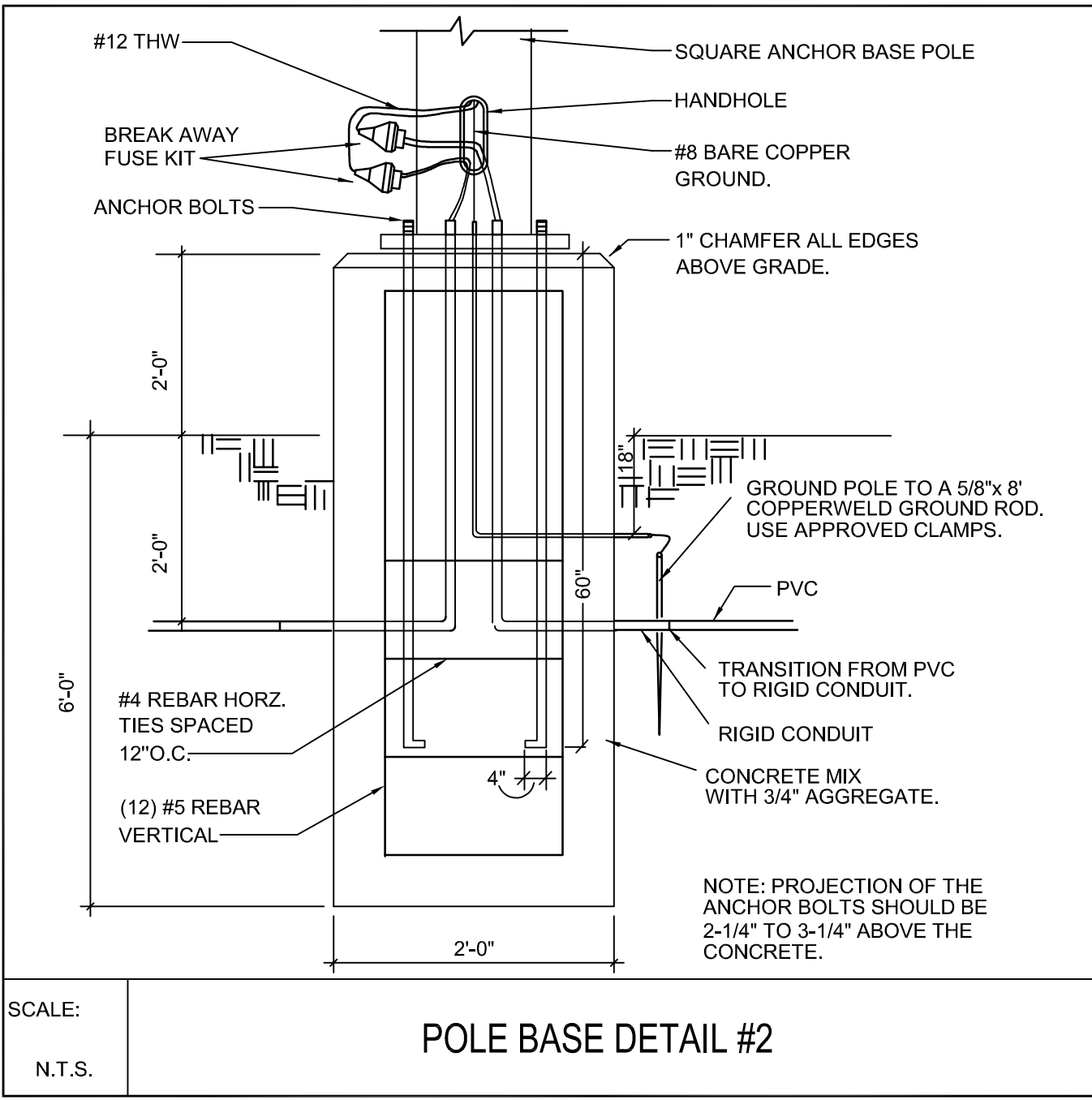
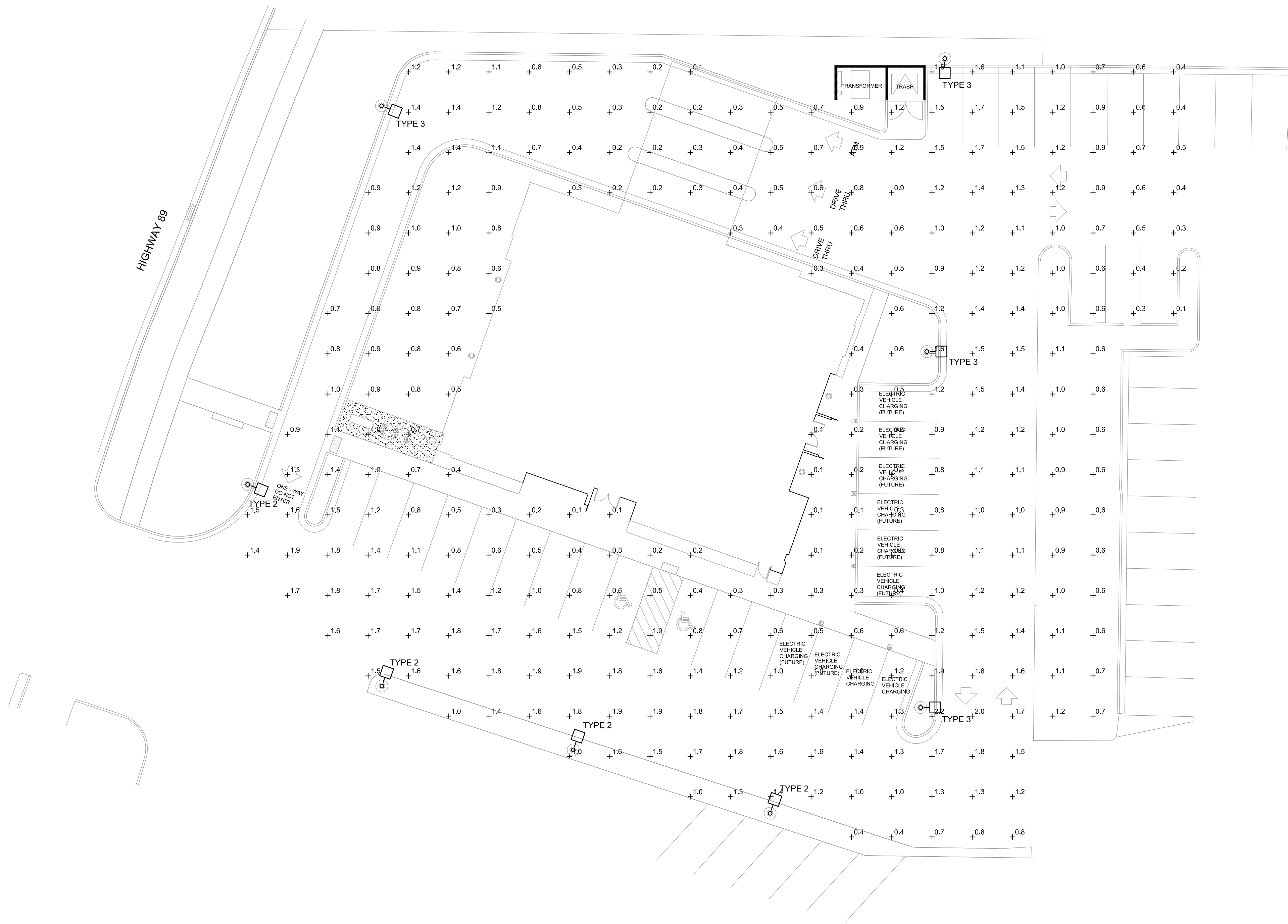
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Schedule											
Symbol	Label	Image	Quantity	Manufacturer	Catalog Number	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage	Notes
	TYPE 3		4	Lithonia Lighting	DSX0 LED P2 30K 70CRI T3M	D-SERIES SIZE 0 AREA LUMINARIE P2 PERFORMANCE PACKAGE 3000K CCT 70CRI TYPE 3 MEDIUM	1	5930	1	45.14	1,2
	TYPE 2		4	Lithonia Lighting	DSX0 LED P1 30K 70CRI T2M	D-SERIES SIZE 0 AREA LUMINAIRE P1 PERFORMANCE PACKAGE 3000K CCT 70CRI TYPE 2 MEDIUM	1	4545	1	33.21	1,2

NOTES:
1. PROVIDE BACK SHIELD WITH FIXTURE.
2. TOP OF THE FIXTURE WILL BE AT 20 FEET.

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	1 fc	2.2 fc	0.1 fc	22.0:1	10.0:1

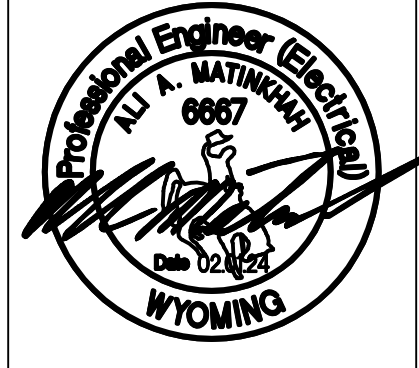


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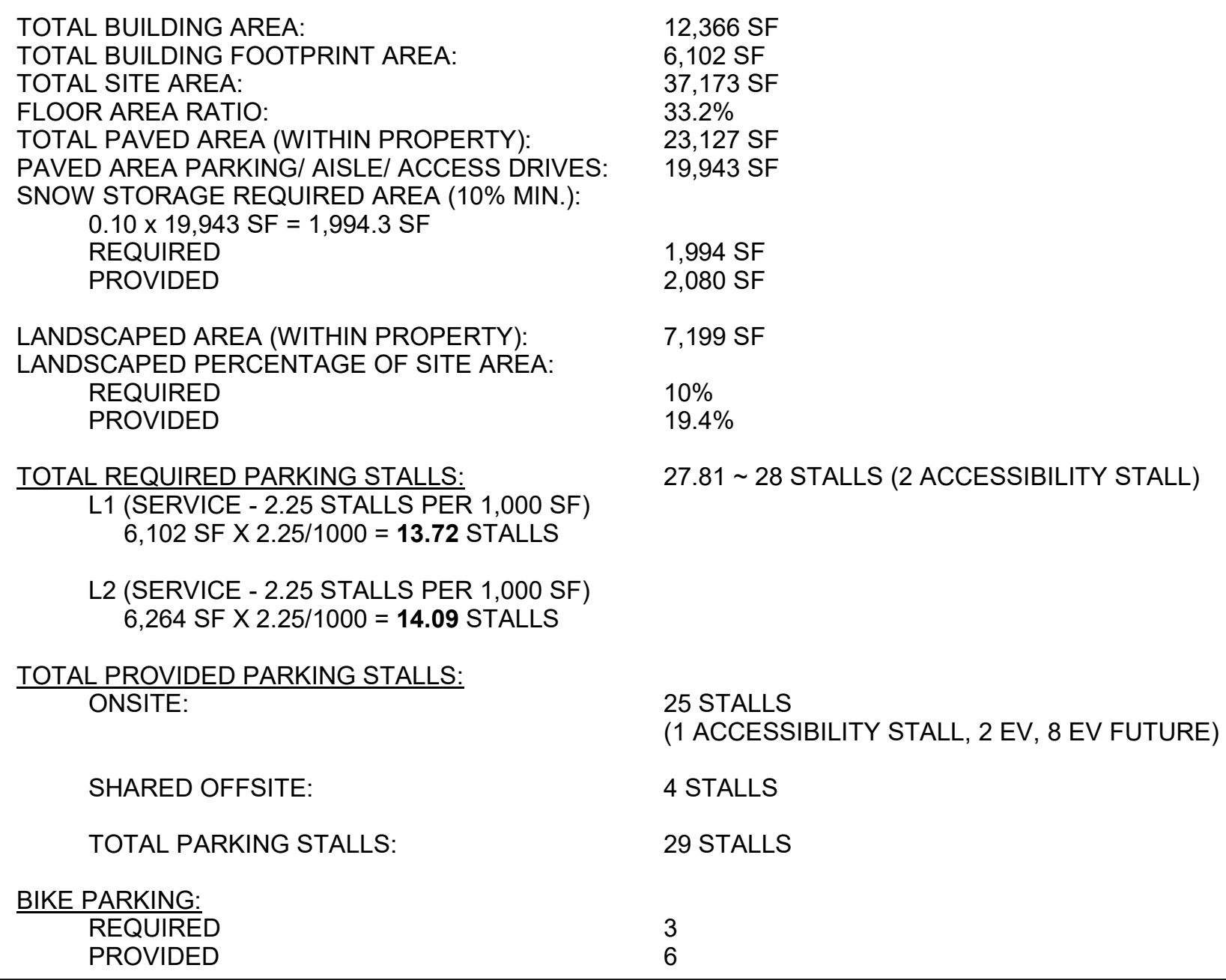
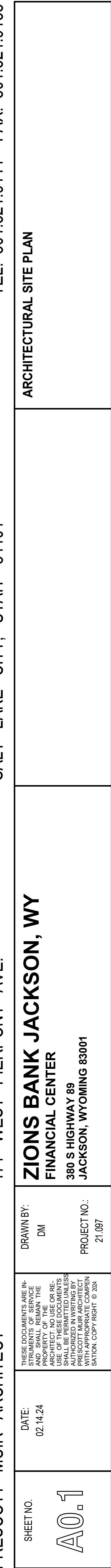
ES1.1

SITE PLAN- LIGHTING
SCALE: 1/16" = 1' 0"

PROJECT: 5893
E.C.E. LLC
Electrical Consulting Engineers
500 S 332 E
Salt Lake City, Utah 84101
Telephone (801) 521-8007
Email: akbar@eceonline.com
ECE Project No. 5731



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 TRUE NORTH PLAN NORTH

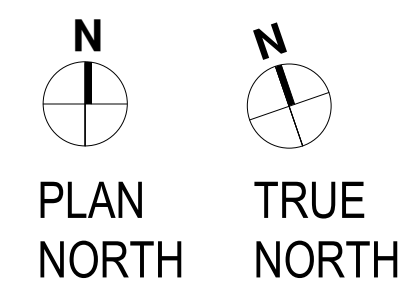
PRESCOTT MUIR ARCHITECT

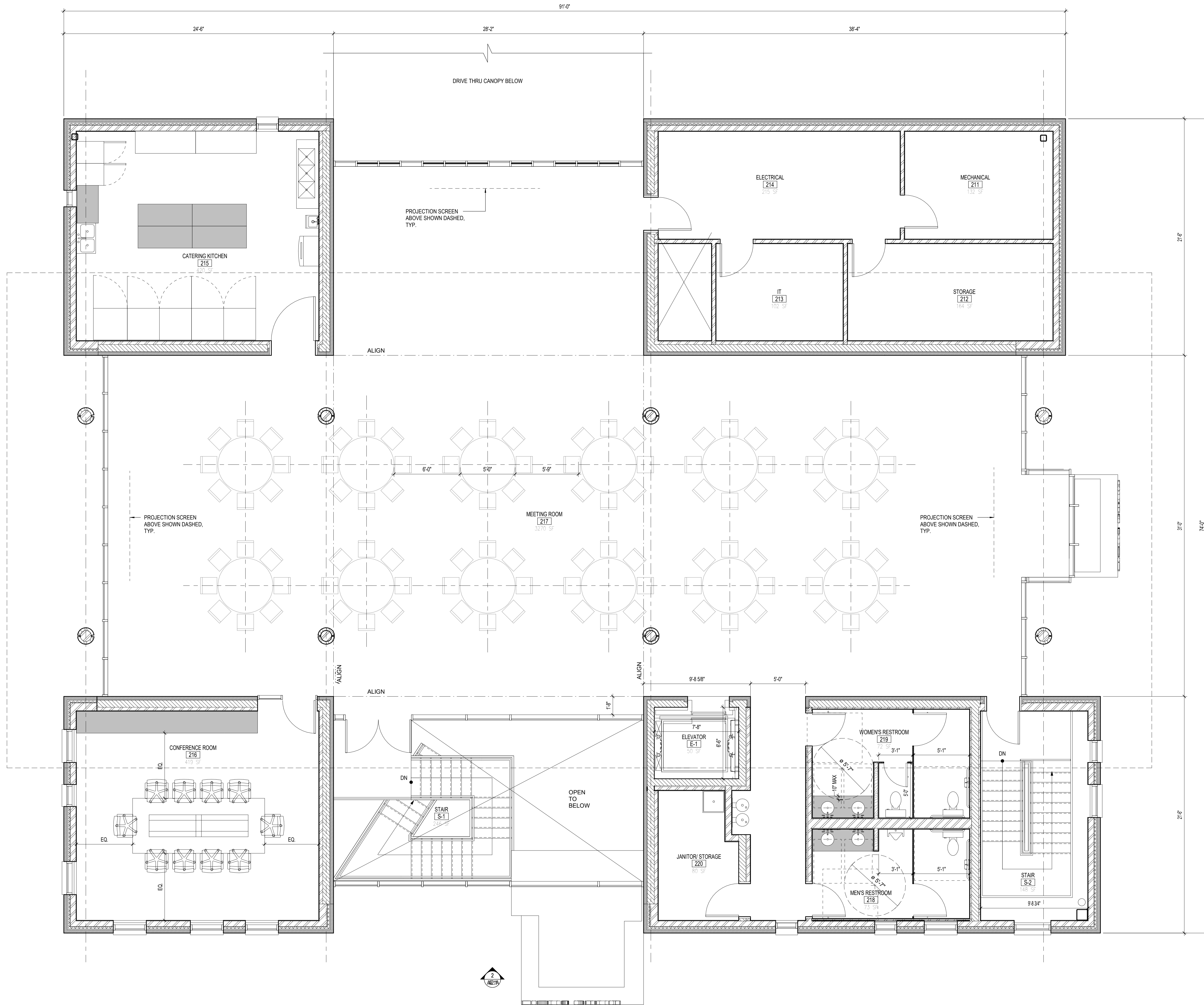
SHEET NO. **A0.1**

DATE: 02.14.24

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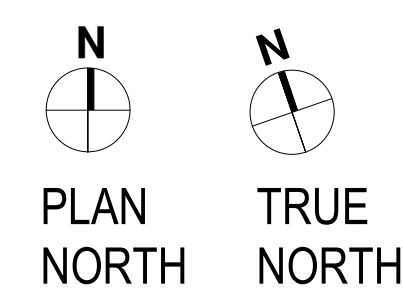




SECOND FLOOR
REFERENCE PLAN

1/4" = 1'-0"

SECOND FLOOR AREA: 6,370 S.F.
(EXTERIOR FACE OF STRUCTURE): 6,264 SF
OPEN SPACE: 12 TABLES, 96 PPL



PRESCOTT MUJR ARCHITECT

171 WEST PIERPONT AVE.

SALT LAKE CITY, UTAH 84101

TEL: 801.521.9111 FAX: 801.521.9158

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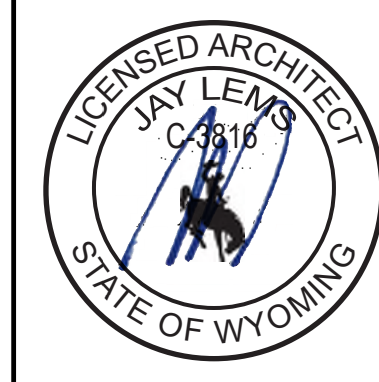
DATE:
02.14.24

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DM

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FINANCIAL CENTER
380 S HIGHWAY 89
JACKSON, WYOMING 83001

PROJECT NO.:
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SECOND FLOOR REFERENCE PLAN



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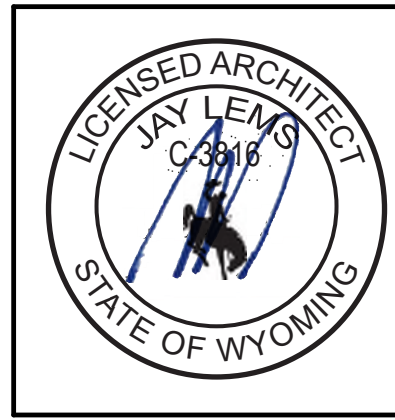


① WEST ELEVATION
SCALE: 1/4" = 1'-0"



② SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

- ELEVATION KEYED NOTES**
- 1 COLOR ANODIZED ALUMINUM SHEET METAL KNIFE EDGE. COLOR TO MATCH EXTERIOR GLAZING SYSTEM
 - 2 WOOD JOISTS SISTERED OVER TUBE STEEL JOIST
 - 3 PAINTED STRUCTURAL STEEL BEAM
 - 4 PAINTED STEEL COLUMN
 - 5 WOOD WRAPPED @ STEEL COLUMN
 - 6 COLOR ANODIZED ALUMINUM GLAZING SYSTEM
 - 7 DIMENSIONAL STONE VENEER, SIZE: 2 1/4" H X 3 1/2" D X 36" L, COLOR: NAIROBI GRAY LIME STONE
 - 8 DIMENSIONAL STONE SILL, COLOR: NAIROBI GRAY LIMESTONE
 - 9 ACM PANELING, COLOR TO MATCH EXTERIOR CURTAIN WALL/ STOREFRONT SYSTEM, BASIS OF DESIGN; ALPOLIC MATERIALS, COLOR ANODIZED CHAMPAGNE, THICKNESS 4MM
 - 10 AFTER HOURS DEPOSIT (AHD) BY OWNER'S EQUIPMENT CONTRACTOR
 - 12 FIRE DEPARTMENT CONNECTION, STAINLESS STEEL FINISH
 - 13 COLOR ANODIZED ALUMINUM SIGNAGE BY OWNER'S SIGNAGE CONTRACTOR
 - 14 PAINTED HOLLOW METAL DOO AND FRAME
 - 15 SMOOTH TROWELED EIFS
 - 16 AUTOMATIC TELLER MACHINE (ATM) BY OWNER'S EQUIPMENT CONTRACTOR



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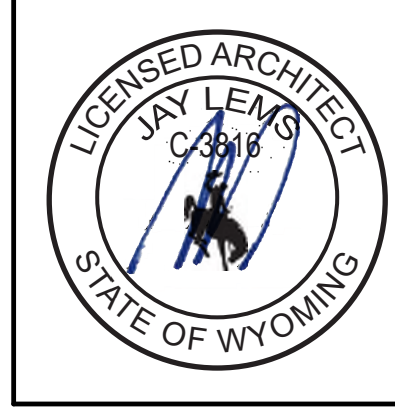
1 EAST ELEVATION
SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

ELEVATION KEYED NOTES

- 1 COLOR ANODIZED ALUMINUM SHEET METAL KNIFE EDGE, COLOR TO MATCH EXTERIOR GLAZING SYSTEM
- 2 WOOD JOISTS SISTERED OVER TUBE STEEL JOIST
- 3 PAINTED STRUCTURAL STEEL BEAM
- 4 PAINTED STEEL COLUMN
- 5 WOOD WRAPPED @ STEEL COLUMN
- 6 COLOR ANODIZED ALUMINUM GLAZING SYSTEM
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- 9 ACM PANELING, COLOR TO MATCH EXTERIOR CURTAIN WALL/ STOREFRONT SYSTEM, BASIS OF DESIGN: ALPOLIC MATERIALS, COLOR ANODIZED CHAMPAGNE, THICKNESS 4MM
- 10 AFTER HOURS DEPOSIT (AHD) BY OWNER'S EQUIPMENT CONTRACTOR
- 12 FIRE DEPARTMENT CONNECTION, STAINLESS STEEL FINISH
- 13 COLOR ANODIZED ALUMINUM SIGNAGE BY OWNER'S SIGNAGE CONTRACTOR
- 14 PAINTED HOLLOW METAL DOO AND FRAME
- 15 SMOOTH TROWELED EIFS
- 16 AUTOMATIC TELLER MACHINE (ATM) BY OWNER'S EQUIPMENT CONTRACTOR



TEL: 801.521.9111 FAX: 801.521.9158

EXTERIOR ELEVATIONS

SALT LAKE CITY, UTAH 84101

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FINANCIAL CENTER

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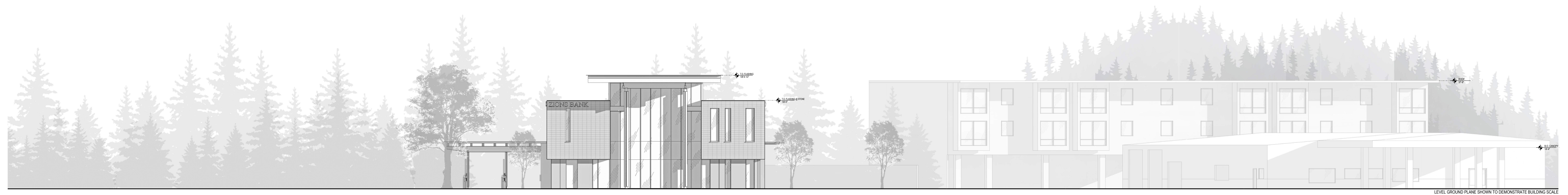
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P.C. 2024

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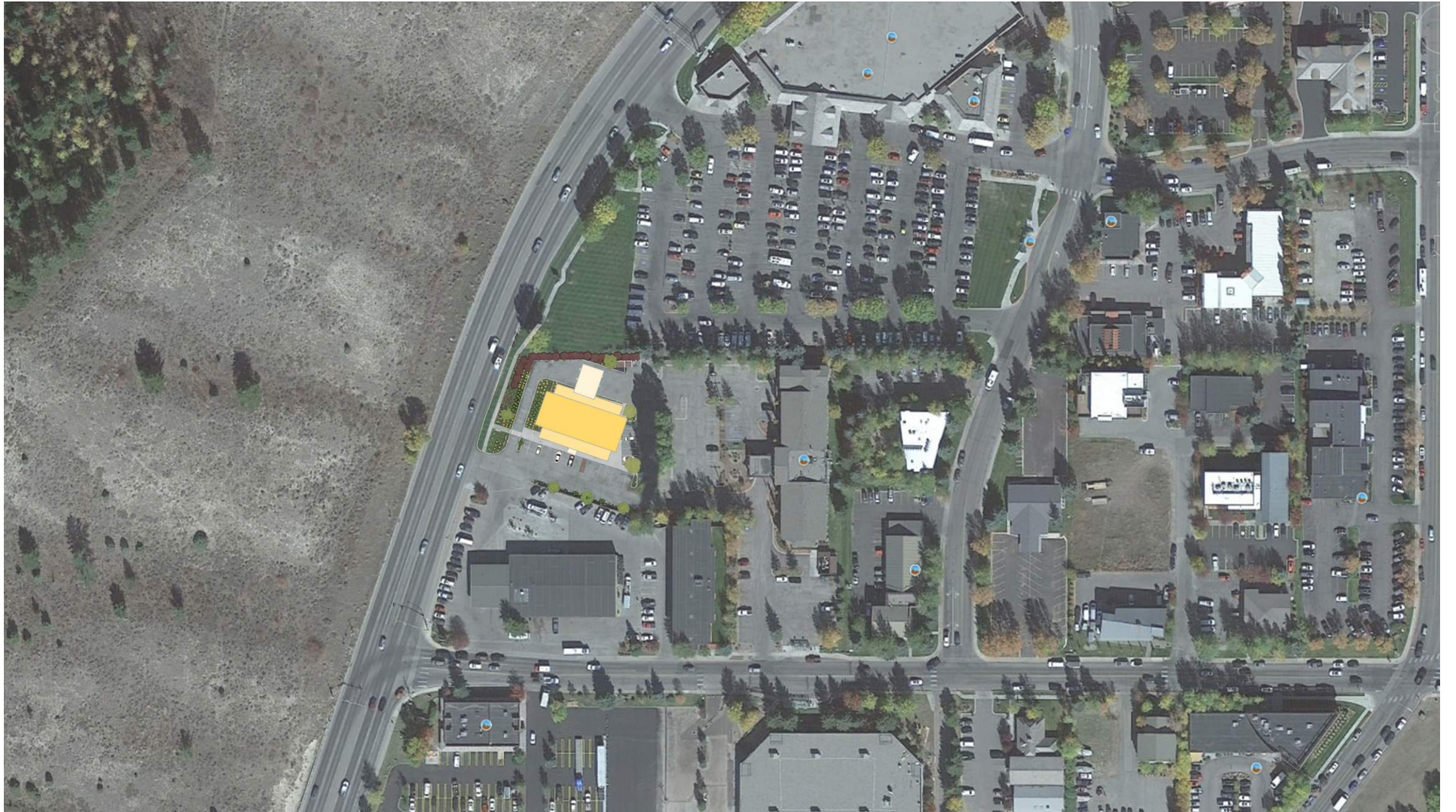
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CONTEXT ELEVATIONS - VIEW LOOKING EAST

PRESCOTT MUIR ARCHITECTS



ZIONS BANK JACKSON FINANCIAL CENTER
SITE PLAN

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ZIONS BANK JACKSON FINANCIAL CENTER
WEST VIEW

PRESCOTT MUIR ARCHITECTS



ZIONS BANK JACKSON FINANCIAL CENTER
WEST VIEW

PRESCOTT MUIR ARCHITECTS



ZIONS BANK JACKSON FINANCIAL CENTER
SOUTHWEST VIEW

PRESCOTT MUIR ARCHITECTS



ZIONS BANK JACKSON FINANCIAL CENTER
NORTHWEST VIEW

PRESCOTT MUIR ARCHITECTS



ZIONS BANK JACKSON FINANCIAL CENTER
WEST VIEW

PRESCOTT MUIR ARCHITECTS



ZIONS BANK JACKSON FINANCIAL CENTER
SOUTHWEST VIEW

PRESCOTT MUIR ARCHITECTS



ZIONS BANK JACKSON FINANCIAL CENTER
SOUTH VIEW

PRESCOTT MUIR ARCHITECTS



ZIONS BANK JACKSON FINANCIAL CENTER
SOUTHEAST VIEW

PRESCOTT MUIR ARCHITECTS



ZIONS BANK JACKSON FINANCIAL CENTER
EAST VIEW

PRESCOTT MUIR ARCHITECTS



ZIONS BANK JACKSON FINANCIAL CENTER
NORTHEAST VIEW

PRESCOTT MUIR ARCHITECTS



ZIONS BANK JACKSON FINANCIAL CENTER
NORTHWEST VIEW

PRESCOTT MUIR ARCHITECTS



ALUMINUM CLADDING
CHAMPAGNE ANODIZED



EXTERIOR STONE SLAB CLADDING
NAIROBI GRAY LIMESTONE



EXTERIOR EIFS



WOOD
DOUGLAS FIR



CURTAIN WALL WINDOW SYSTEM

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P23-226		BUILDING DEPARTMENT COMMENTS	The structure must meet the most current adopted building codes of the Town of Jackson Development Plan Comments Completed P23-223Development Plan ADDRESS:380 S Hwy 89 OWNER:Zions Bank APPLICANT:Prescott Muir Architects 1/10/2024 Scott Mohror, (307) 733-3079 DATE OF SUBMITTAL: 12/19/2023 DATE OF MATERIALS: 12/18/2023 REVISION NO.: 00 The Engineering Division has reviewed your application for a DEVELOPMENT PLAN submitted on and with application materials as dated above. *The following comments are being provided for use in preparation of future applications and are required for sufficiency. CONSTRUCTION MANAGEMENT PLAN 1.Follow the Construction Management Checklist for the appropriate items to address and language that needs to be included. 2.The checklist can be found on the Town of Jackson website. Click on Government, then Public Works, then Engineering Division. Scroll down to Checklists. 3.Community and neighborhood outreach will be extremely important with Shervins Auto and Tire Care and the Hotel. 4.Follow the Towns LDR requirements for neighborhood outreach and the CM Plan Checklist for neighborhood meeting procedures. 5.A Crane Swing Agreement may be required when the proper crane is selected. They are required when a crane is positioned on private property, but the crane swing arm reaches over the public right of way. 6.Construction fence fabric will create a pedestrian/vehicular site obstruction at the proposed ingress/egress to the site. Address how you plan to minimize this obstruction. PROJECT SPECIFIC COMMENTS 7.Sheet C1.1, Site Plan, omitted the existing ADA crossing at the ingress/egress driveway approach. Coordinate any proposed work in this location with all Civil and Landscape plans.		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P23-226		ENGINEERING DEPARTMENT COMMENTS	8.Sheet C2.1, Grading Plan, refers to the geotechnical report in the general grading notes. Provide the mentioned geotechnical report. 9.The detectable warning panel shown on the east side of the drive thru egress lane is shown out of center. DWP should be centered in the walkway. 10.Verify the ADA parking space complies with a 2% maximum slope in all directions. Label and dimension appropriately. 11.Verify ADA ramp at the access aisle meets ADA slope requirements. Label appropriately for clarification. 12.Sheet C3.1, Utility Plan, eliminate note No. 9 of the General Utility Notes. 13.Utility Piping Materials, revised note 1 to read PE 3408 or PE 4710. 14.ToJ standards are one water tap per lot. Branch the domestic water line off the fire line outside the building per ToJ standards. 15.Provide minimum cover of 7-ft on water lines. Insulate per Town specifications if minimum cover is not provided. 16.The Town will perform the hot tap as noted. Add to the note to schedule in advance with the Town for the hot tap. 17.Meter vaults are not allowed. Move the water meter inside the building as close as possible to the water service line point of entry. 18.Water meter location(s) and size(s) shall be clearly indicated on the plans prior to building permit approval. 19.Backflow devices shall clearly be indicated on the potable water system, fire suppression and irrigation plans prior to permit approval and shall be in conformance with Chapter 12 of Water Quality rules and regulations of the Wyoming Department of Environmental Quality. 20.Reduced pressure principal assembly backflow preventers (RPZ) are required to be installed on all fire protection system applications. Reduced pressure backflow assembly requires a drain. 21.A double check backflow device is required for domestic water service connections shall be considered to be low hazard back-siphonage connections, unless determined otherwise by a hazard classification. 22.Add double cleanout on the SS service line per the Town standards. 23.Provide minimum cover of 5-ft on sanitary sewer lines. Insulate per Town specifications if minimum cover is not provided. 24.Recommend not using a 90-degree bend on the SS service line. Add two 45-degree bends in its place. 25.Revise the wye connection to existing SS note to read Town of Jackson will tap the SS service at the existing main. Coordinate with the Town in advance to schedule the tap. 26.Existing water and sewer taps should be reused unless there is physical or hydraulic constraint that requires new services. 27.The proposed StormTech will require a WYDEQ UIC 5D2 permit, include a note to this effect on the plans. Provide a copy of the permit once procured. 28.Provide storm water calculations for the sizing of the proposed StormTech structure. 29.Provide civil sheets with water details, sanitary sewer details, storm water details, ADA parking		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
			space details, trench details, erosion control details, etc. 30.Show all proposed erosion control measures utilizing Best Management Practices (BMPs) to prevent erosion from occurring and leaving the site on construction plans. 31.Sheet L-L101 shows trees in the boulevard area. Verify with WYDOT on whether the trees shown are an obstruction within the site distance triangle. This is different from the Towns site obstruction triangle. Provide documentation from WYDOT concerning tree approval/disapproval. A WYDOT landscaping license is required and is acceptable documentation of approval. 32.Provide a plan for all other utilities, such as telephone, cable TV, electric, fiber, gas. All utilities shall be installed underground. 33.Provide right-of-way or easements as required. Show that private utilities can be located on private properties, e.g., transformers. 34.Sheet A0.1, the parking spaces shown for future Electric Vehicle Charging Stations (EVCS) may create an ADA conflict depending on the size of the EVCS. Verify there will be minimum ADA clearance on the sidewalk when the units are installed. 35.Provide elevator type information confirming that an elevator sump is not required. 36.Sheet A1.2, Second Floor Reference Plan shows a catering kitchen with one 3-compartment sink(?), a 2-compartment sink and associated appurtenances. Provide grease mitigation per IPC for the catered kitchen.		
P23-226		FIRE DEPARTMENT COMMENTS	1.) Owner or owner's authorized agent shall be responsible for the development, implementation and maintenance of an approved, written site safety plan establishing a fire prevention program at the project site applicable throughout all phases of construction per the requirements of the IFC, Chapter 33. 2.) A stamped set of automatic sprinkler plans shall be submitted for review and approval prior to any work being done. 3.) A stamped set of fire alarm plans shall be submitted for review and approval prior to any work being done. 4.) Project shall be provided with approved address identification and be legible and placed in a position that is visible from the street or road fronting the property. 5.) A key box shall be provided in an approved location. 6.) A fire lane of not less than 26' shall be provided along the south side of the building to accommodate aerial apparatus access. 7.) EVSE stations - installation and fire protection in accordance with IFC, Section 1207. 8.) Roof installed PV system - to be coordinated with the Fire Department. Installation and fire protection in accordance with IFC, Section 1205. Electrical portion in accordance with NFPA 70. 8.) Fire Riser room - SE corner of building in stairwell. Entry door shall be identified by an approved sign.		
P23-226		PARKS AND RECREATION DEPARTMENT COMMENTS	Applicant will be re-developing streetscape with grass strip to replace pavers current in place. Rocky Mountain Maple are acceptable as "street tree". Request root barrier be included in planting adjacent to both street and sidewalk. No mention of irrigation tie in. Adjacent property owner installed irrigation and controls it, as well as maintenance of the strip. Please call out how irrigation will be handled and who will maintain the grass strip and associate trees.		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P23-226		PATHWAYS DEPARTMENT COMMENTS	Include wheel stops for all parking spaces that abut a pedestrian walkway to prevent vehicle overhang onto the walkway. Please provide bike parking rack design details per the soon-to-be updated Town standards. The pedestrian sidewalk should continue uninterrupted across the vehicular entrance without dropping down (i.e. a continuous sidewalk). There is likely to be an extension of the cycle tracks and sidewalk on South 89 at some point in the future. The applicant should be aware that any landscaping or other elements located in the right of way could be impacted by this future project. Additionally, the entrance driveway approach should take into account that the future sidewalk will likely be at the edge of the right of way and will be a continuous sidewalk (requiring the driveway to rise to the sidewalk elevation instead of the sidewalk dropping down to the driveway elevation).		
P23-226		PLANNING DEPARTMENT COMMENTS	Please see staff report.		
	01/10/2024	PC KEY ISSUES		KSLUDER@JACKSONWY.GOV	01/10/2024
	01/12/2024	PC FINAL DRAFT		AERSKIN@JACKSONWY.GOV	
	01/12/2024	POLICE DEPARTMENT COMMENTS		BSCHILLING@JACKSONWY.GOV	01/12/2024
	01/16/2024	COMPLETENESS REVIEW		SMOHROR@JACKSONWY.GOV	
	01/19/2024	TOWN COUNCIL MEETING		LPOTZ@JACKSONWY.GOV	
	02/09/2024	START DEPARTMENT COMMENTS		TVALENTINE@JACKSONWY.GOV	02/09/2024
		JOINT HOUSING DEPARTMENT COMMENTS			
		FINAL LETTER			
		INITIAL REPORT			
		LEGAL DEPARTMENT COMMENTS			
		PC ROUGH DRAFT			

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
		DETERMINATION OF SUFFICIENCY			
		COMPLETE REPORT			
		DETERMINATION OF SUFFICIENCY			
		PC PUBLIC NOTICE			
		PLANNING COMMISSION REVIEW AND RECOMMENDATION			
		TC PUBLIC NOTICE			
		FINAL REPORT			

From: Darin Kaufman <darin.kaufman@wyo.gov>
Sent: Thursday, December 7, 2023 9:30 AM
To: Tyler Valentine
Subject: Re: 380 S Highway 89 - Development pre-application

Tyler,
Thank you for the opportunity to comment.
WYDOT has no objections and no concerns.

Inform the applicant that they must obtain the necessary permits from WYDOT for any work within the US 89 highway right-of-way for items such as access modification, landscape work and/or new sidewalk connection.

It does not appear there is any utility work, but For any new utility construction within WYDOT right-of-way, the utility companies/owner shall obtain the necessary M-54 utility license via the new on-line permitting process, MainStar, located at <https://usa.maintstar.co/Wyoming/Logon.aspx>. Currently WYDOT requires any utility company needing access to the MainStar system to contact the local District Office for the license or permit, or to email dot.utilities@wyo.gov to set up your login credentials.

An M-21 permit is necessary for new utility connections to existing permitted utilities within WYDOT R/W.

WYDOT Utilities Section can be found at the following link:
http://www.dot.state.wy.us/home/engineering_technical_programs/utilities_section.html

Thank you.

Darin Kaufman, P.E., PTOE
WYDOT District 3 Traffic Engineer
3200 Elk Street
Rock Springs, WY 82902
Office: 307.352.3034
Cell: 307.389.0235

On Wed, Nov 29, 2023 at 9:47 AM Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

Darin,

I apologize this didn't get to you sooner. We have a new office manager and it slipped through the cracks. But this is a pre-application for a new bank at 380 S Highway 89. Please let me know what comments or concerns you have. Thx!

Tyler Valentine

Senior Planner, AICP

Town of Jackson

Phone (307) 733-0440 #1305

tvalentine@jacksonwy.gov

www.jacksonwy.gov



E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

STAFF REPORT



Meeting Date:	April 15, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Planning Department	Presenter:	Katelyn Page
Agenda Item:	P24-006: Request for a Conditional Use Permit for Assembly use at the properties addressed 105 Mercill Avenue Units 101-103	Public Comment:	Yes

Purpose & Policy Considerations.

A Conditional Use Permit ("CUP") is required in the Commercial Residential-2 ("CR-2") zoning district by the Town of Jackson Land Development Regulations ("LDRs") to operate an Assembly use. CUPs require approval by Town Council.

Requested Action.

The applicant, Jackson Hole Children's Museum ("JHCM"), requests approval of a CUP for Assembly use at the property located at 105 Mercill Avenue Units 101-103.

Recommendation.

The Planning Director recommends approval of a CUP for Assembly use at the properties located at 105 Mercill Avenue Units 101-103.

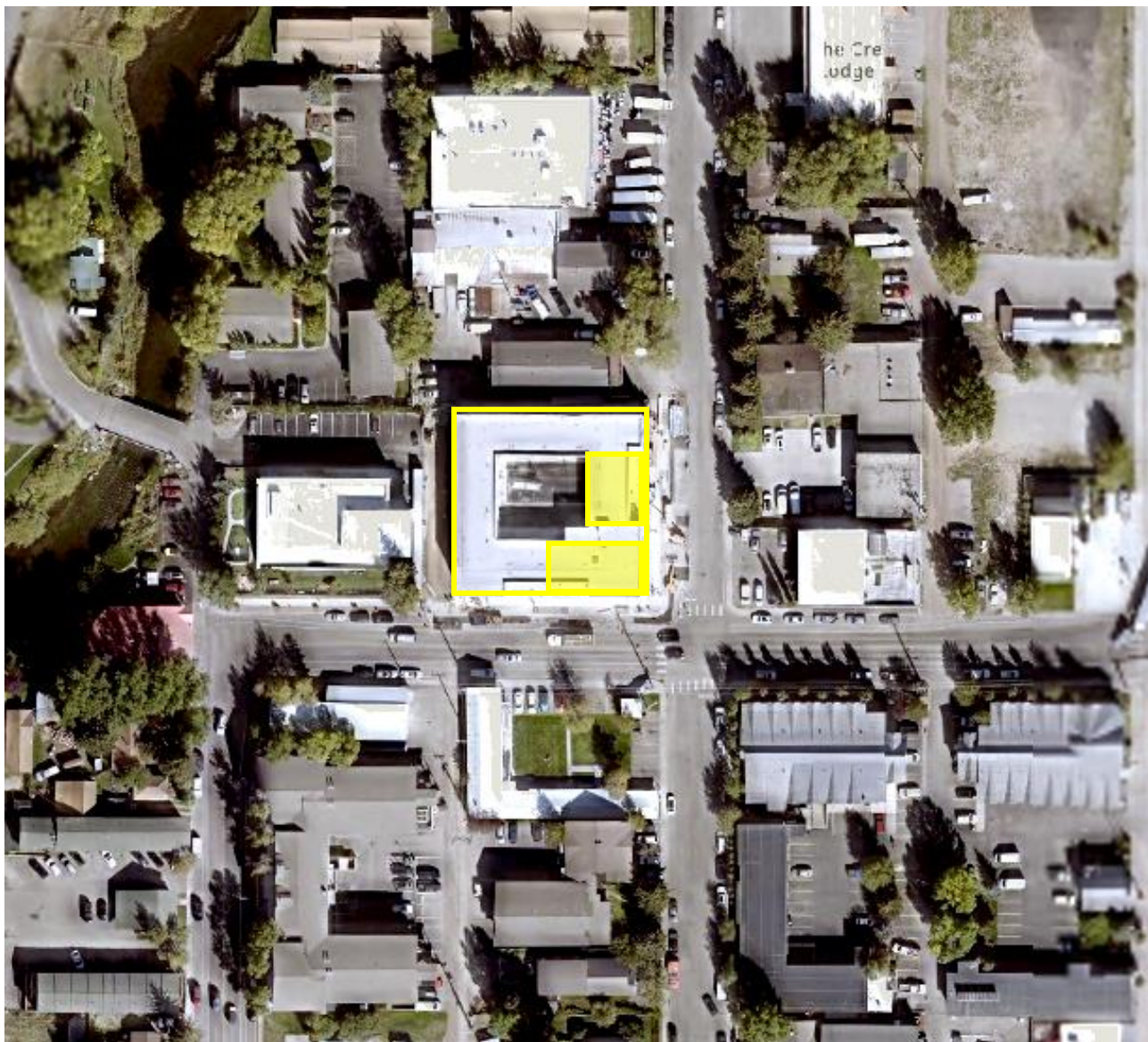
Key Policy Questions.

Staff has not identified any key policy questions at this time.

Background.

Project Location

The properties located at 105 Mercill Ave. Units 101-103 are legally described as Unit 101, Unit 102, and Unit 103 of the Mercill Avenue Condominiums Addition to the Town of Jackson (PIDNs 22-41-16-28-4-35-01, 22-41-16-28-4-35-02, and 22-41-16-28-4-35-03 respectively). An aerial photo and zoning map of the properties are shown on the following page:



Existing Conditions

The property at 105 Mercill Ave. and surrounding properties are zoned CR-2. The property fronts Mercill Ave. to the south, N. Glenwood St. to the east, and Children's Learning Center (145 Mercill Ave.) to the west. Four commercial units are located at the ground floor within the mixed-use building and are all owned by Teton County. There is currently an approved Basic Use Permit for Daycare/Education use in Unit 104 (southwest corner of the structure) and JHCM plans to occupy the remaining commercial Units 101-103.

The second and third floors of the structure are comprised of 30 deed restricted residential condominiums. The Building Department issued a Certificate of Occupancy on January 23, 2023, for the second and third floor residential units with the ground floor occupancy types not established. This means that, prior to occupying ground level commercial spaces, tenants of Units 101-104 are required to receive approval for a commercial building permit for tenant improvements. While the intended uses were not known for the commercial units in the original approval, the units were mitigated for parking requirements under the assumed Retail use rate of 3.37 per 1,000 sf and for affordable workforce housing under the assumed Office use rate of 0.247 units per 1,000 sf at time of original construction.

Units 101-103 total 5,158 sf or approximately 75% of the commercial floor area at the property. The entire structure, including second and third floor residential units, totals 27,403 sf.

There are 44 on-site vehicle parking spaces and 6 on-street (available along Mercill Ave. and N Glenwood St.) vehicle parking spaces to fulfill parking requirements at the property. Of this total, 5 on-site spaces are available to all commercial and residential units at the property with no restriction on days, hours, or user. An additional 9 on-site spaces are shared between commercial and residential units and are available to commercial units at all times but do not allow residential use between the hours of 8-6pm Monday through Friday. The shared spaces have posted signage noting the hours and user restrictions. A parking exhibit showing location of shared vehicle parking spaces is attached to this staff report.

Proposed Conditional Use

The applicant is seeking a CUP for 5,158 sf of Assembly use (museum) at the property. Per the applicant, Units 102 and 103 will include the primary museum exhibit space and staff offices with Unit 101 used as flexible "workshop" space for community partner programming such as school field trips to the museum. The staff offices and flex space are considered incidental to the primary Assembly use thus not categorized as separate, independent uses under the LDRs.

Museum hours of operation are proposed as 9am to 5pm Sunday through Thursday with staff hours 8am to 6pm. Per the applicant, the museum has the potential to expand operating days in the future to include Friday and Saturday dependent on staff availability and community demand. Also per the applicant, the highest patron demand is typically on holidays and weekends when school is out of session during which participation peaks at 80-150 visitors per day.

See applicant submittal page 2 of 5 for a more detailed description of patron trends including average duration, time of day, monthly, and local verses nonlocal patron visits.

Analysis.

The purpose of a CUP is to individually and publicly review the configuration, density, and intensity of a use that is generally compatible with the character of a zone but that may require additional, site-specific conditions to limit and mitigate effects that may be adverse to the desired character of the zone. After reviewing the applicant's submittal, staff find the proposed use is compatible with the intended character of the CR-2 zone. A summary of LDR compliance is offered in the below table.

LDR Compliance Table		
Standard	Proposed	Comment
Allowed Use	Assembly	Complies.
Vehicle Parking	15 spaces provided, 14 required by Independent Calculation Staff recommends 15 space requirement.	Complies.
Affordable Workforce Housing Mitigation	Existing Office use has 1.272 unit credit which exceeds the 0.732 unit generated by Assembly use. No required mitigation.	Complies.

Vehicle and Bicycle Parking

A total of 15 spaces are available to fulfill the parking requirement of the Assembly use between onsite and on-street parking spaces. In their parking demand assumptions, the applicant reasons that many patrons will arrive by shared mobility (example: school programs arriving by bus), walk from nearby schools or daycare facilities, or utilize public transportation offering stops conveniently located near the property. This lessens the overall parking demand at the property.

Where the applicant proposes a 14 vehicle space requirement as their independent parking calculation, staff recommends a parking requirement of 15 vehicle spaces for the Assembly use based on the applicant's calculations for average vehicle demand.

The applicant's submittal also references the possibility that some on-site vehicle spaces could be utilized as temporary pick-up/drop-off spaces assuming a time limitation imposed on the parking stalls (e.g., 5 min). Staff notes, however, that limiting the duration of these General Common Element Parking (GCE-P) spaces would not be at the sole discretion of JHCM but would require approval by both the Town and HOA. Additionally, any time limitations for on-street parking spaces within the public right of way (e.g., 15 min or loading/unloading) may only be approved by Town Council.

No additional bicycle parking spaces beyond those already provided onsite are required for the proposed use.

Affordable Workforce Housing Mitigation

There is no required mitigation for the proposed use. Units 101-103 were previously mitigated for Office use at 2.47 per 1,000 sf, resulting in a credit of 1.272 units for 5,158 sf habitable floor area. This credit exceeds the 0.732 unit requirement of 0.142 units per 1,000 sf for Assembly use.

Visual, Nuisance, and Environmental Impacts

Staff finds that the proposed Assembly use does not pose any adverse visual or nuisance impacts to adjacent properties. The proposed Assembly use is wholly contained within the existing building with no impact to exterior of the building apart from guests entering and exiting parking structure and Units 101-103. The Property is not within the Natural Resource Overlay (NRO) or the Scenic Resource Overlay (SRO).

Planning Commission

The Planning Commission reviewed this item at its March 6, 2024 meeting and recommended approval of the project to Town Council as presented with no conditions of approval.

Public Comment.

No public comment has been received by staff as of the date of this report.

Findings.

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

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

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

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

Complies. Staff finds that the proposal is compliant with the standards of Division 6.1. The proposed Assembly use is an allowed use within the Commercial Residential – 2 (CR-2) zone with the approval of a Conditional Use Permit and meets the use requirements of CR-2 zone.

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

Complies. Staff finds that the proposed use does not pose any adverse visual impact on adjacent lands. Apart from patrons entering and exiting the property, all operations of the use are contained within the existing building.

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

Complies. Staff finds that the proposed use will not have an adverse environmental impact. The site is not located within the NRO or SRO and operations of the use are contained within the existing building.

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

Complies. Staff finds that the proposed use does not have adverse impacts from any nuisances.

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

Complies. Staff finds that the proposed use will not have significant adverse impacts on public facilities and services. The proposed use is located within an existing building. Any additional sewer or water capacity fees will be assessed under the building permit required for tenant improvements and occupancy of Units 101-103. There are no anticipated negative transportation impacts, or any impacts on schools, police, fire and EMT facilities. No additional public impacts have been identified.

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

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

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

Complies. Staff finds there are no applicable permits or approvals with which the proposed use is required to comply.

Fiscal Impact.

No fiscal impact is identified at this time.

Staff Impact.

The amount of staff time to review this CUP, including research, report drafting, and response to questions of existing nonconforming uses is approximately 21 hours.

Attachments or Links.

Department Reviews
105 Mercill Ave. Parking Exhibit
Applicant Submittal

Suggested Motion.

I move to **approve** P24-006 for a Conditional Use Permit for an Assembly use at the properties addressed 105 Mercill Avenue Units 101-103, based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated April 15, 2024.



PERMIT NOTES

Report Run On: Thursday, 29
February 2024 15:37

Permit # P24-006

Parcel # : 22-41-16-28-4-02-012

Site Address: 105 MERCILL AVENUE

Project Name: 105 Mercill Ave - Museum - CUP

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		See PC staff report	KPAGE@JACKS ONWY.GOV	02/29/24	2/29/24
CONDITIONS		1.) Every room/space that is an assembly occupancy shall have the occupant load of the room/space posted in a conspicuous place, near the main exit or exit access doorway from the room/space. 2.) The path of egress travel to exits and within exits shall be marked by readily visible exit signs to clearly indicate the direction of egress travel. Exit sign placement shall be that any point in an exit access corridor or exit passageway is within 100 feet or the listed viewing distance of the sign, whichever is less from the nearest visible exit sign. 3.) In the event of power supply failure in rooms/spaces that require two or more exits or access to exits, an emergency electrical system shall automatically illuminate all applicable areas as defined by the International Fire Code (IFC), Section 1008.3. 4.) Forces to unlatch and open doors shall meet the requirements of the IFC, Sections 1010.1.3 through 1010.2. 5.) Portable fire extinguishers shall be installed in applicable areas for occupancy as required by IFC, Section 906. 6.) A review by this office shall be required for all alterations/modifications to the existing sprinkler system. A stamped plan set may be required if alterations are above an accepted minimum. 7.) A review by this office shall be required for all alterations/modifications to the existing fire alarm system. A stamped plan set may be required if alterations are above an accepted minimum. 8.) An inspection of the space shall be scheduled with this office prior to occupancy.	LPOTZ@JACKS ONWY.GOV	02/08/24	2/8/24
CONDITIONS		Building plans must meet the most current adopted codes of the Town of Jackson at the time of permit submittal.	KSLUDER@JAC KSONWY.GOV	02/07/24	2/7/24

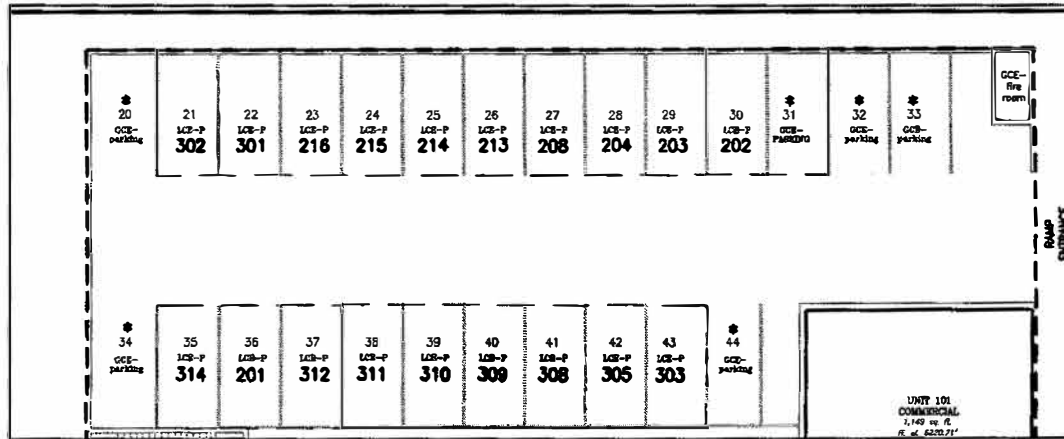


PERMIT NOTES

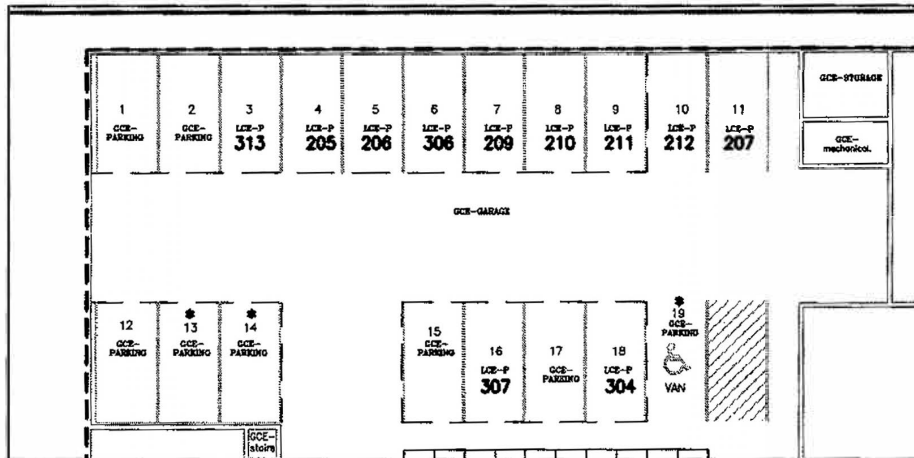
Report Run On: Thursday, 29
February 2024 15:37

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		CONDITIONAL USE PERMIT COMPLETED P24-006 CUP Conference ADDRESS: 105 Mercill Avenue OWNER: Teton County APPLICANT: Jackson Hole Childrens Museum 2/6/2024 Scott Mohror, (307) 733-3079 DATE OF SUBMITTAL: 01/12/2024 DATE OF MATERIALS: 01/08/2024 REVISION NO.: 00 The Engineering Division has reviewed your application for a CONDITIONAL USE PERMIT CONFERENCE submitted on and with application materials as dated above. ENGINEER REVIEW: 1. The proposed kitchen has been eliminated from the project; therefore the grease trap requirements are no longer relevant. NOTES FOR APPROVAL 2. Current sewer capacity fees paid for the commercial spaces was based on Retail Stores and water capacity fees were based on water meter size. 3. Additional Water or Sewer Capacity fees may be assessed with the building permit. 4. The tenant understands that additional water or sewer capacity fees may be assessed with the building permit. (Narrative dated January 8, 2024)	SMOHROR@JACKSONWY.GOV	02/06/24	
GENERAL		Not concurrent with application requiring public hearing. Applicant paid \$640 but should have been charged \$3198. This charge is for the \$2558.00 difference.	CHOLDEN@JACKSONWY.GOV	01/24/24	
DEFICIENCY		See attached letter 1. Findings for Approval (CUP) Demonstrate compliance with LDR Section 8.4.3 Additionally, staff requests clarification of proposed uses as defined by the LDR classification of uses.	KPAGE@JACKSONWY.GOV	01/15/24	1/15/24

Parking Exhibit



FIRST FLOOR



BASEMENT FLOOR

NOTE:

Parking spaces marked with * shall not be used for residential parking between 8:00am-6:00pm Monday through Friday.

DRAWING NO EXHIBIT 6	DRAWING TITLE MERCILL AVE. CONDOMINIUMS	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE 2/24/2005
JOB NO 22-336	PARKING EXHIBIT		ENGINEERED
			DRAWN SK
			CHECKED
			APPROVED LR



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 Children's Museum (JHCM)
Physical Address: 105 Mercill Avenue
Lot, Subdivision: 19, Joseph R. Jones Third Addition PIDN: 22-41-16-28-4-35-CND

PROPERTY OWNER.

Name: Teton County Phone: 307.732.0867
Mailing Address: Board of County Commissioners; PO Box 1227; Jackson, WY ZIP: 83001
E-mail: awatkins@tetoncountywy.gov

APPLICANT/AGENT.

Name: GYDE Architects (John Stennis) on behalf of JHCM (Ethan Lobdell) Phone: 307.733.7303
Mailing Address: PO Box 4735, Jackson, WY ZIP: 83001
E-mail: js@gydearchitects.com, jb@gydearchitects.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ Applicant/Agent

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

Use Permit

_____ Basic Use
☒ Conditional Use
_____ Special Use

Relief from the LDRs

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

Physical Development

_____ Sketch Plan
_____ Development Plan
_____ Design Review

Subdivision/Development Option

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

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

_____ Other: _____
_____ Environmental Analysis

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

Pre-application Conference #: P23-047 Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: _____

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

Have you attached the following?

- ☒ **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.
- ☒ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.
- ☒ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

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

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



Signature of Property Owner or Authorized Applicant/Agent
John Stennis, GYDE Architects

Name Printed

1/08/2024

Date
Principal

Title



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: LUTHER P PROPST Title: CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

Being duly sworn, deposes and says that Teton County is the owner in fee of the premises located at: _____
Name of legal property owner as listed on deed

Address of Premises: 105 Mercill Avenue, Jackson, WY 83001

Legal Description: PID# 22-41-16-28-4-35-CND

Please attach additional sheet for additional addresses and legal descriptions

GYDE Architects (John Stennis) on behalf of
Jackson Hole Children's Museum (Ethan Lobdell)

And, that the person named as follows: Name of Applicant/agent: _____

Mailing address of Applicant/agent: PO Box 4735, Jackson, WY 83001

Email address of Applicant/agent: js@gydearchitects.com, jb@gydearchitects.com

Phone Number of Applicant/agent: (307) 733-7303

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) BUP, CUP

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.

ATTEST:

Luther Propst
Property Owner Signature
Chair

Maureen Murphy
Teton County Clerk



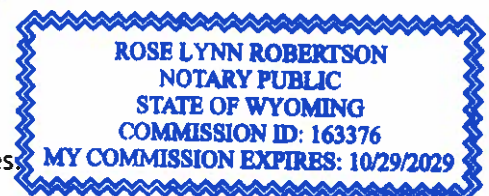
Title if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner

STATE OF Wyoming)
) SS.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Luther Propst this 19 day of December, 2023. WITNESS my hand and official seal.

Rose Lynn Robertson
Notary Public

My commission expires:



PROJECT DESCRIPTION/NARRATIVE

Conditional Use Permit Application, revision 1

January 23, 2024

PROJECT: Jackson Hole Children's Museum, P24-006

PROJECT ADDRESS: 105 Mercill Avenue, Jackson, WY 83001

PRE-APPLICATION #: P23-047, 4/10/2023

ENVIRONMENTAL ANALYSIS: Not required, not in NRO, interior fit-out

NEIGHBORHOOD MEETING: Optional per P23-047 comments dated 4/21/2023

Narrative Description of the Proposed Development:

The suites 101, 102 & 103 at 105 Mercill are currently unfinished commercial units and do not currently have an assigned occupancy type. This project is an interior fit-out to transform the suites into the Jackson Hole Children's Museum with occupancy type A-3. Business, Education, and Storage occupancies will be accessory to the primary A-3 occupancy. The museum will meet all egress, life safety, accessibility, and building requirements of the following applicable codes and regulations:

- International Building Code 2021
- International Energy Conservation Code 2021
- International Existing Building Code 2021
- International Fire Code 2021
- International Mechanical Code 2021
- The National Electrical Code 2020, NFPA 1, 70, 101
- International Plumbing Code 2021
- International Fuel Gas Code 2021
- ANSI 117.1 2017
- Town of Jackson Land Development Regulations (LDRs), August 18, 2023

Suite 101 will be used as a flexible workshop space for JHCM's K-5 programming, including afterschool, summer camps, TSCD STEAM programming, community partner programs (Bereavement groups, mindfulness for Mammas), family programming, member and fundraising events, and other museum activities. Suites 102 and 103 are undivided and will function as the main portion of the museum with exhibits, staff offices, PreK programming and larger event space.

The Jackson Hole Children's Museum will be a facility for the community. Current and ongoing partnerships include Happy Kidz Daycare (suite 104 tenant), Teton County School District, Teton Literacy Center, Children's Learning Center (neighbor on Mercill Avenue), St. John's Medical Center, Mindfulness for Mammas, all preschools, private schools, and the homeschool community. JHCM expects to serve every child in Teton County in their primary demographic of children 10 years and younger. Their work is categorized into four domains: PreK, K-5, and community programming, and museum visitation & membership.

The museum will be open up to six days per week, Sunday through Thursday, with the potential to expand into Friday and Saturday depending upon staff availability and community demand. Public and semi-public hours of operation are 9 am to 5 pm. Staff hours are 8 am to 6 pm.

A typical family visit is 2-3 hours. Younger families with children under 8 years of age typically visit in the mornings. 12 pm to 2 pm is typically a quiet time due to lunch and nap times. There is increased use by school-age children and their families from 3 pm to about 5 pm.

During the school year (September through June), K-5 and PreK programs run concurrently in three sessions: morning (9 am to 12 pm), afternoon (12 pm to 3 pm), and after school (3 pm to 5 pm). Area daycares typically bring classes to the morning session. K-5 classes from TCSD, private schools, and homeschools visit in both the morning and afternoon.

Summer camps run concurrently with the museum for 10 weeks, 4-5 days a week, depending on age range, from 8:30 am to 3:30 pm. Camps have 17-20 participants for a total of 34-40 children/week.

Residents dominate museum usage between October and April, while tourist visitation increases from May through September. The highest demand is typically on holidays when school is out of session, and participation peaks at 80 to 150 participants per day. Programming typically pauses at this time to accommodate the surge in museumgoers.

Future planned events include quarterly fundraising and community-building events with a maximum attendance of 150 people and monthly member events with fewer than 50 attendees. Events may occur during evening hours and would abide by all county and town regulations.

Parking

The Planning Department previously established that 105 Merrell Avenue is required to have 20 commercial and 39 residential parking spaces, 9 of which can be shared for a total of 50 parking spaces. The site has 6 street credits, which further reduce the requirement for parking on-site to 44 spaces. Per the Commercial Lease Agreement, section 7.1, the museum is permitted to use the 14 spaces designated as General Common Element (GCE) on the Plat. Section 2.2.12.C.2 of the LDRs requires an independent calculation for assembly use parking in zone CR-2. By the following calculation (see Table 1), the 14 spaces should be sufficient for museum operations the majority of the time, though there may be some overlap on weekends and holidays.

Because residential and commercial utilization of parking can be assumed to be asynchronous during the week, JHCM does not anticipate residential demand on the 14 shared GCE spaces for most days. There may be some overlap on weekends. It is anticipated that 2-3 spaces will be utilized by staff of the childcare facility in Suite 104 on weekdays. 3-5 spaces will be utilized during working hours (8 am – 6 pm) by museum staff.

The largest number of visitors will reach the museum via bus or shuttle from school programs and will not utilize parking spaces. At least 6 spaces are available for museum-goers throughout the day from 9 am – 5 pm. This accommodates 24 families for 2-hour visits during the day.

Most vehicular traffic to the museum throughout the year will be for pick-ups after school and in the mornings and evenings during summer camps. Spaces may be utilized temporarily for approximately 5 minutes as parents drop off or pick up their children between 8-8:30 am and 4-5:30 pm. Using 7 parking spaces over ½ hour would allow for the drop-off or pick-up of approximately 42 vehicle loads, more than

required for summer camps or afterschool programs. Most patrons will likely use street parking for drop-off and pick-ups, further reducing the load on the GCE spaces.

It is anticipated that staff and patrons may bike, walk, or take alternative transportation to the museum, especially in nicer weather, further reducing the parking demand. The Miller Park SMART Bus Transfer Hub is also approximately 3 blocks from the museum, as is a public parking lot.

Per section 6.2.2.C of the LDRs one bicycle parking space is required per 10 vehicular parking spaces of non-residential use. Two bicycle parking spaces are required for the 20 commercial vehicular spaces required. JHCM will work with the landlord, Teton County, to encourage biking and provide parking alternatives to motor-vehicle use.

For infrequent special events, JHCM anticipates that visitors will park on-street or in public lots available throughout town.

Table 1: Estimation of Shared Use Demand of 14 GCE parking spaces at 105 Mercill Avenue.

	M-F 8 – 9am	M-F 9am – 4pm	M-F 4 – 5pm	M-F 5 – 6pm	M-F 6pm – 8am	Weekends/ Holidays
Residential Units	-	-	-	-	0-14	0-14
Suite 104 (Daycare)	2-3	2-3	2-3	2-3	-	-
Museum Staff	3-5	3-5	3-5	3-5	-	3
Museum Visitors	-	6	6	6	-	6
School Shuttles	-	-	-	-	-	-
Afterschool & Camp Pick-up & Drop-off	3-7*	-	3-7*	3-7**	-	-
MUSEUM TOTAL	6-12	9-11	12-18[†]	12-18[†]	-	9
TOTAL USE	8-14	9-14	14-21[†]	14-21[†]	0-14	9-23[‡]

* June – August only

** School year only

[†] Maximum parking includes temporary parking for pick-up for approximately ½ hour per day that will likely be offset with on-street parking.

[‡] Overlap may occur on holidays and weekends with residential use of shared parking spaces and patrons may have to utilize other public parking areas. Patrons may also use alternate transportation options such as biking, walking, and public transport.

Housing Mitigation

There is no change to the existing residential units, which are all either workforce ownership or workforce rental housing. Previous housing mitigation for the commercial spaces was calculated at the rate for offices (0.000247 x SF). The Assembly calculation at the museum rate is 0.000142 X SF as provided by the Town of Jackson Planning and Building Department in the comments to the pre-application conference dated April 21, 2023 (P23-047).

Existing Housing Mitigation for Office: $0.000247 \times 6,841 \text{ SF} = 1.689727 \text{ units}$
 Converting 5,158 SF of 6,841 SF from office to assembly, 1,683 SF to remain office:
 $0.000247 \times 1,683 \text{ SF} = 0.415701 \text{ units}$
 $1.689727 - 0.415701 = 1.274026 \text{ existing units}$
 Proposed Housing Mitigation, Assembly: $0.000142 \times 5,158 \text{ SF} = 0.732436 \text{ units}$
 Housing Mitigation Required: $0.732436 - 1.689727 = -0.54159 \text{ units}$
NO HOUSING MITIGATION REQUIRED

Compatibility of Use with Character of the Zone

The general intent of the Commercial Residential-2 (CR-2) Zone is for a lively mix of retail, office, lodging, and residential spaces just outside the downtown core that serves as a transition to lower-density residential areas. Located on the ground floor of an existing three-story mixed-use building with residences above, the Jackson Hole Children's Museum will enliven the street corner of its neighborhood and support the residential spaces in CR-2 and the surrounding zones. The museum will add to the variety of uses and amenities to create an active and engaging pedestrian experience at the street front as promoted by the Comprehensive Plan.

The operational hours are typical retail hours, and the density and intensity of the museum is not expected to be any more than the daycare located within the building at Suite 104. It should not present any adverse effects to the desired character of the zone. JHCM recognizes that the museum activities may generate sounds similar to those that may be expected if residences were located next to a public park or school. JHCM will assess acoustic measures recommended by an acoustical engineer in the build-out of the museum spaces.

The museum will comply with all other relevant standards of the LDRs and other Town ordinances. The existing building is in substantial conformance with all standards or conditions of prior permits and approvals.

Summary Response to Findings, LDR Section 8.4.3:

1. Is compatible with the desired future character of the area:
 - a. As per the section "Compatibility of Use with Character of the Zone" in the narrative above, the Jackson Hole Children's Museum meets the intent of the CR-2 zone and will enliven the street front and add to the variety of amenities as promoted by the Comprehensive Plan.
2. Complies with the use-specific standards of [Division 6.1](#):
 - a. In the CR-2 zone, Institutional Assembly use is allowed with a CUP. The museum is a public or semi-public gathering area.
3. Minimizes adverse visual impacts:
 - a. The project seeks to minimize any adverse visual impacts and anticipates it will enliven and improve its street front. The project will meet all signage and street front requirements as described in LDR sections 5.6 and 2.2.12.B.7.
4. Minimizes adverse environmental impacts:
 - a. JHCM does not anticipate that the project will have any environmental impacts.
5. Minimizes adverse impacts from nuisances:
 - a. JHCM recognizes that the museum activities may generate sounds like those that may be expected if residences were located next to a public park or school. JHCM will assess acoustic measures recommended by an acoustical engineer in the build-out of the museum spaces.
6. Minimizes adverse impacts on public facilities:

-
- a. The museum will be of service to the public and is an asset to the community. We do not anticipate adverse impacts to other public facilities.
 7. Complies with all other relevant standards of these LDRs and all other Town ordinances:
 - a. The project will comply with all relevant standards of the LDRs and other town ordinances.
 8. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.
 - a. The existing building is in substantial conformance with all standards or conditions of prior permits and approvals.

JHCM is not Designated as a Childcare Facility

- The State of Wyoming does not require certification for JHCM staff and does not consider the museum a childcare facility. Please see "Exhibit A_2024 Jan Memo Re Exemptions - Jackson Hole Children's Museum" for a letter from the Wyoming Department of Family Services for additional information.
 - JHCM does not require licensing per Department of Family Services per Wyoming Statutes, see attached WY Statute 14-4-102
 - No children 4 years of age or younger visit JHCM w/out parental/caretaker or partner organization supervision
 - The museum educational opportunities operate as after-school programming, summer camps, or partner organization field trips. Child visitors are accompanied by parents, caretakers, or partner organization staff.

Response to pre-application comments not addressed in the narrative above:

- There will not be a kitchen in the project therefore a grease trap will not be required.
- Full architectural plans will be submitted for the permit prior to construction or demolition.
- Tenant improvements will meet the requirements of the 2021 International Fire Code and NFPA standards.
- Tenant understands that additional water or sewer capacity fees may be assessed with the building permit.

Thank you for your consideration.

JACKSON HOLE CHILDREN'S MUSEUM

105 MERCILL AVENUE, JACKSON, WY 83001



PLAN AND SECTION LEGEND	
	EARTH, UNDISTURBED
	EARTH, DISTURBED
	GRASS
	GRAVEL
	CONCRETE, CAST IN PLACE, PRECAST
	CONCRETE MASONRY UNIT (CMU)
	STONE
	WOOD (ROUGH)
	WOOD (ROUGH) BLOCKING OR SHIM
	WOOD (FINISH)
	METAL, STRUCTURAL STEEL STUDS
	RIGID INSULATION
	BATT, LOOSE-FILL INSULATION
	FOAMED-IN-PLACE POLYURETHANE INSULATION
	LOW EXPANSION SPRAY FOAM INSUL.
	CLOSED CELL SPRAY FOAM INSUL.

LINE TYPES	
	HATCH
	FINE
	LIGHT
	MEDIUM
	HEAVY
	X-HEAVY
	GRADE LINE
	HIDDEN
	OVERHEAD
	ONE-HOUR RATED WALL
	TWO-HOUR RATED WALL
	BUILDING ENVELOPE
	CONTOURS
	FENCE
	NEIGHBORHOOD STRUCTURES
	PROPERTY LINE
	ROAD
	SETBACK
	DAMP PROOFING
	VAPOR BARRIER

ABBREVIATIONS			
ADJ	Adjustable/ Adjacent	LOC	Location
A.F.F.	Above Finish Floor	MAX	Maximum
ALT	Alternate	MECH	Mechanical
ALUM	Aluminum	MEMB.W.P.	Membrane Waterproofing
APPROX	Approximate	MFR	Manufacturer
ARCH	Architectural/Architect	MIN	Minimum
BD	Board	MISC	Miscellaneous
BLDG	Building	M.O.	Masonry Opening
B.M.	Bench Mark	MTL	Metal
B.O.	Bottom Of	(N)	New
BRG	Bearing	NEC	Necessary
BSMT	Basement	N.I.C.	Not in Contact
BTM	Bottom	NOM	Nominal
		N.T.S.	Not to Scale
CAB	Cabinet	O.A.F.	Overall Frame
CLG	Ceiling	O.C.	On Center
CLO	Closet	O.D.	Outside Diameter
C.M.	Construction Manager	OPNG	Opening
C.M.U.	Concrete Masonry Unit	OPP	Opposite
COL	Column	OPP.H.	Opposite Hand
CONC	Concrete	ORIG	Original
CONST.	Construction Joint	PL	Plate
CONT	Continuous	P.LAM.	Plastic Laminate
CONTR	Contractor	PLAS	Plaster
COORD	Coordinate	PLYWD	Plywood
C.T.	Ceramic Tile	PREFAB	Prefabricated
CTR	Center	PTD	Painted
C.W.	Cold Water		
DBL	Double	RAD	Radius
DET	Detail	R.D.	Roof Drain
DIA	Diameter	RECMMND	Recommendation
DIM	Dimension	REF	Reference
DISP	Dispenser/Disposal	REINF	Reinforce/ing
DN	Down	REQ'D	Required
D.P.	Dampproofing	REV	Revisions
DR	Door	RM	Room
DWG	Drawing	R.O.	Rough Opening
		RTG	Rating
EA	Each	S.C.	Solid Core
E.C.	Electrical Contractor	SCHED	Schedule
EL	Elevation	SECT	Section
ELEC	Electrical/ Electric	SF	Square Feet
ELEV	Elevator/ Elevation	SHT	Sheet
E/O	Equipment by Owner	SHTG	Sheathing
EQ	Equal	SIM	Similar
EQUIP	Equipment	SPECS	Specifications
EXIST or (e)	Existing	SQ	Square
EXT	Exterior	SS	Stainless Steel
FD	Floor Drain	STL	Steel
FDN	Foundation	STOR	Storage
F.E.	F.E. Fire Extinguisher	STRUCT	Structural
FIN	Finish	SUSP	Suspended
FLR	Floor		
F.O.S.	Face of Stud		
FR	Frame		
FT	Feet/Foot	TEL	Telephone
FTG	Footing	TEMP	Tempered
FURR	Furring	T.O.	Top Of
		TOIL	Toilet
		TRTD	Treated
		TYP	Typical
GA	Gauge	U.G.	Underground
GALV	Galvanized	U.L.	Underwriters Laboratory
G.C.	General Contractor	UNEXC	Unexcavated
Gyp. Bd.	Gypsum Board	UNFIN	Unfinished
		U.O.N.	Unless Otherwise Noted
H. B.	Hose Bibb	VERT	Vertical
H/C	Handicapped	V.I.F.	Verify In Field
H.C.	Hollow Core	V.T.R.	Vent Through Roof
H.M.	Hollow Metal		
HORZ	Horizontal		
HT	Height		
H.W.	Hot Water		
I.D.	Inside Diameter	W/	With
IN	Inch/Inches	W.C.	Water Closet
INSUL	Insulation	WD	Wood
INT	Interior	WDO	Window
INV	Invert	W.P.	Waterproof
		W.W.F.	Welded Wire Fabric
JAN	Janitor		
JT	Joint		

SITE, BUILDING, USE & OCCUPANCY	
PARCEL:	22-41-16-28-4-35-CND
LOT, SUBDIVISION:	LOT 19, JOSEPH R. JONES THIRD ADDITION
ZONING:	CR-2: COMMERCIAL RESIDENTIAL-2
COMPREHENSIVE PLAN DISTRICT:	2:3 TOWN COMMERCIAL CORE, CN, DOWNTOWN
RESOURCE OVERLAY:	LOGGING
DESIGN CRITERIA:	SEISMIC ZONE D, 75 PSF ROOF SNOW LOAD, 90 MPH/3 SEC WINDLOAD
BUILDING CONSTRUCTION TYPE:	V-A PER 2021 PERMIT RECORD
SPRINKLERS:	BUILDING IS FULLY SPRINKLERED; EXISTING SPRINKLERS SYSTEM TO BE MODIFIED THROUGH DRAWING/BUILD BY QUALIFIED VENDOR
NUMBER OF STORIES:	3 STORIES W/ BASEMENT
EXISTING OVERALL:	1 STORY - 1ST FLOOR TENANT FIT-OUT
PROJECT SCOPE:	
SITE AREA:	0.58 ACRES PER 2023 PLAT (25,317 SF)
BUILDING FOOTPRINT:	0.436 ACRES (18,974 SF)
TENANT AREA:	1ST FLOOR SUITE 101: 1,050 SF 1ST FLOOR SUITES 101 & 102: 4,070 SF TOTAL AREA OF WORK: 5,120 SF < 50% BUILDING AREA
IEBC CLASSIFICATION:	ALTERATION LEVEL 2
OCCUPANCY:	
EXISTING:	BASEMENT: S-1, S-2 (PARKING) 1ST FLOOR: B/M, S-1, S-2 (COMMERCIAL & PARKING) UNASSIGNED OCCUPANCY AT COMMERCIAL SUITES 101, 102, & 103; CURRENT USE IS B/M R-2, A-3, A-5 (RESIDENTIAL & COURTYARD) R-2 (RESIDENTIAL)
2ND FLOOR:	
3RD FLOOR:	
PROPOSED :	
BASEMENT:	NO CHANGE
1ST FLOOR:	SUITES 101, 103, 103 - ASSEMBLY (A-3), MUSEUM; NO CHANGE TO S-1, S-2 OCCUPANCY
2ND FLOOR:	NO CHANGE
3RD FLOOR:	NO CHANGE
PARKING:	PUBLIC PARKING (6) & GARAGE PARKING (44); (14) GARAGE SPACES DESIGNATED SHARED FOR JHOM USE

SYMBOL LEGEND	
	View Name 1/8" = 1'-0"
	SECTION TAG
	EXTERIOR ELEVATION TAG
	INTERIOR ELEVATION TAG
	ELEVATION DATUM
	NORTH ARROW
	DETAIL KEY
	GRID TAG
	DOOR TAG
	WINDOW TAG
	SPOT ELEVATION TAG
	ROOM TAG
	CENTERLINE TAG
	EXIT SIGN

PROJECT DIRECTORY	
PROJECT ADDRESS:	JACKSON HOLE CHILDREN'S MUSEUM 105 MERCILL AVENUE SUITES 101, 102, & 103 JACKSON, WY 83001 LOT 19, JOSEPH R. JONES THIRD ADDITION
BUILDING OWNER:	TETON COUNTY c/o LUTHER PROPST, CHAIRMAN BOARD OF COUNTY COMMISSIONERS PO BOX 1227 JACKSON, WY 83001 T 307.732.0867
TENANT:	JACKSON HOLE CHILDREN'S MUSEUM c/o ETHAN LOBBELL, EXECUTIVE DIRECTOR PO BOX 995 JACKSON, WY 83001 T 307.690.5584 ETHAN@JHOM.ORG
ARCHITECT:	GYDE ARCHITECTS CONTACT: JOHN STENNIS 80 WEST BROADWAY PO BOX 4735 JACKSON, WY 83001 T 307.733.7303 JS@GYDEARCHITECTS.COM
STRUCTURAL ENGINEER:	TBD
MEP ENGINEERING:	TBD
LIGHTING DESIGN:	TBD
ACOUSTIC ENGINEER:	TBD
CONTRACTOR:	BIG-D CONSTRUCTION CONTACT: PAUL CLEMENTI PO BOX 12680 JACKSON, WY 83002 T 307.215.8089 PAUL.CLEMENTI@BIG-D.COM

GENERAL CONSTRUCTION NOTES	
1.	CONTRACTOR SHALL COORDINATE ALL REQUIRED INSPECTIONS BY TETON COUNTY BUILDING AND FIRE DEPARTMENTS, LOCAL ELECTRICAL INSPECTOR AND OTHER GOVERNING AUTHORITIES.
2.	CONTRACTOR SHALL OBTAIN AND PAY FOR ALL TEMPORARY UTILITIES, INCLUDING ELECTRICITY NECESSARY FOR CONSTRUCTION AND TEMPORARY SEPTIC FACILITIES, WHICH SHALL BE MAINTAINED ON SITE FOR DURATION OF CONSTRUCTION. A JOB PHONE MUST BE MAINTAINED ON SITE FOR DURATION OF CONSTRUCTION AND THE PHONE NUMBER WILL BE MADE AVAILABLE TO THE ARCHITECT.
3.	ALL CONSTRUCTION DEBRIS TO BE STOCKPILED NEATLY ON SITE UNTIL DISPOSAL, WHICH SHALL BE DONE AT COUNTY LANDFILL OR RECYCLING FACILITY ONLY. NO DEBRIS IS TO BE DISPOSED OF IN LOCAL WASTE COLLECTION FACILITIES. ON SITE REFUSE BURNING WILL BE DONE ONLY WITH APPROVAL OF OWNER, TETON COUNTY SHERIFF AND THE SUBDIVISION HOMEOWNER'S ASSOCIATION.
4.	CONTRACTOR SHALL INFORM ARCHITECT OF ANY AND ALL OWNER REQUESTED CHANGES OR DIRECTIVES FOLLOWING OWNER/CONTRACTOR CONVERSATIONS. CONTRACTOR SHALL NOT PROCEED WITH OWNER REQUESTED CHANGES OR DIRECTIVES WITHOUT PRIOR REVIEW FROM THE ARCHITECT AND WRITTEN CHANGE ORDER.
5.	ALL DIMENSIONS ARE GIVEN TO FACE OF FRAMING MATERIAL. GIVEN EXISTING CONDITIONS TAKE PRECEDENCE OVER SCALE. CONTRACTOR SHALL TAKE EXTRA CAUTION TO COORDINATE DIMENSIONS OF ARCHITECTURAL DRAWINGS WITH EXISTING CONDITIONS PRIOR TO CONSTRUCTION. VERIFY DISCREPANCIES WITH ARCHITECT.
6.	CONTRACTOR SHALL PROVIDE STORAGE FOR ALL BUILDING MATERIALS IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.
7.	SOLID WOOD BLOCKING, INSULATION OR OTHER FIRESTOP MATERIAL IS TO BE PROVIDED BETWEEN STORIES, BETWEEN TOP STORY AND ROOF SPACE, BETWEEN STAIR STRINGERS AT TOP AND BOTTOM, BETWEEN STUDS ALONG STAIR RUNS AND AT ALL OTHER PLACES THAT COULD AFFORD THE PASSAGE OF FLAME, AS REQUIRED BY THE IRC.
8.	G.C. TO PROVIDE SAMPLES OF ALL FINISHES AND STAIN COLORS FOR APPROVAL BY ARCHITECT / OWNER. THIS INCLUDES INTERIOR AND EXTERIOR STAINS, INTERIOR PAINT, SHEETROCK TEXTURES, ETC. - SEE PROJECT MANUAL.

PARKING DIAGRAMS	
	8 GCE SHARED SPACES (8 OF 14)
BASEMENT PARKING PLAN	

DRAWING LIST		
SHEET NO.	SHEET NAME	ISSUE DATE
GENERAL		
G1.0	COVER SHEET	JANUARY 08, 2024 - CUP
G1.2	PHASING, EGRESS, & LIFE SAFETY PLAN	JANUARY 08, 2024 - CUP

PROJECT DESCRIPTION AND DESIGN CRITERIA:	
THE SUITES 101, 102 & 103 AT 105 MERCILL ARE CURRENTLY UNFINISHED COMMERCIAL UNITS AND DO NOT CURRENTLY HAVE AN ASSIGNED OCCUPANCY TYPE. THIS PROJECT IS AN INTERIOR FIT-OUT TO TRANSFORM THE SUITES INTO THE JACKSON HOLE CHILDREN'S MUSEUM WITH ASSEMBLY OCCUPANCY TYPE A-3. BUSINESS (B), EDUCATION (E), AND STORAGE (S) OCCUPANCIES WILL BE ACCESSORY TO THE PRIMARY A-3 OCCUPANCY. THE MUSEUM WILL MEET ALL EGRESS, LIFE SAFETY, ACCESSIBILITY, AND BUILDING REQUIREMENTS OF THE FOLLOWING APPLICABLE CODES AND REGULATIONS. THIS DRAWING PACKAGE IS PART OF AN APPLICATION FOR A CONDITIONAL USE PERMIT TO ESTABLISH THE OCCUPANCY REQUIRED FOR THE MUSEUM. A PRE-APPLICATION FOR THE CUP APPLICATION WAS HELD ON APRIL 10, 2023, PERMIT # P23-047.	

VICINITY MAP	
1" = 300'-0"	

APPLICABLE CODES:	
INTERNATIONAL BUILDING CODE 2021 INTERNATIONAL EXISTING BUILDING CODE 2021 INTERNATIONAL FIRE CODE 2021 INTERNATIONAL MECHANICAL CODE 2021 THE NATIONAL ELECTRICAL CODE 2020, NFPA 1, 70, 101 INTERNATIONAL PLUMBING CODE 2021 INTERNATIONAL FUEL GAS CODE 2021 INTERNATIONAL ENERGY CONSERVATION CODE 2021 ANSI 117.1 2017 TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS (LDRS), AUGUST 18, 2023	
Any Building Official, subcontractor or trades person noting discrepancies shall notify architect immediately upon their discovery.	

DATE	JANUARY 08, 2024 - CUP
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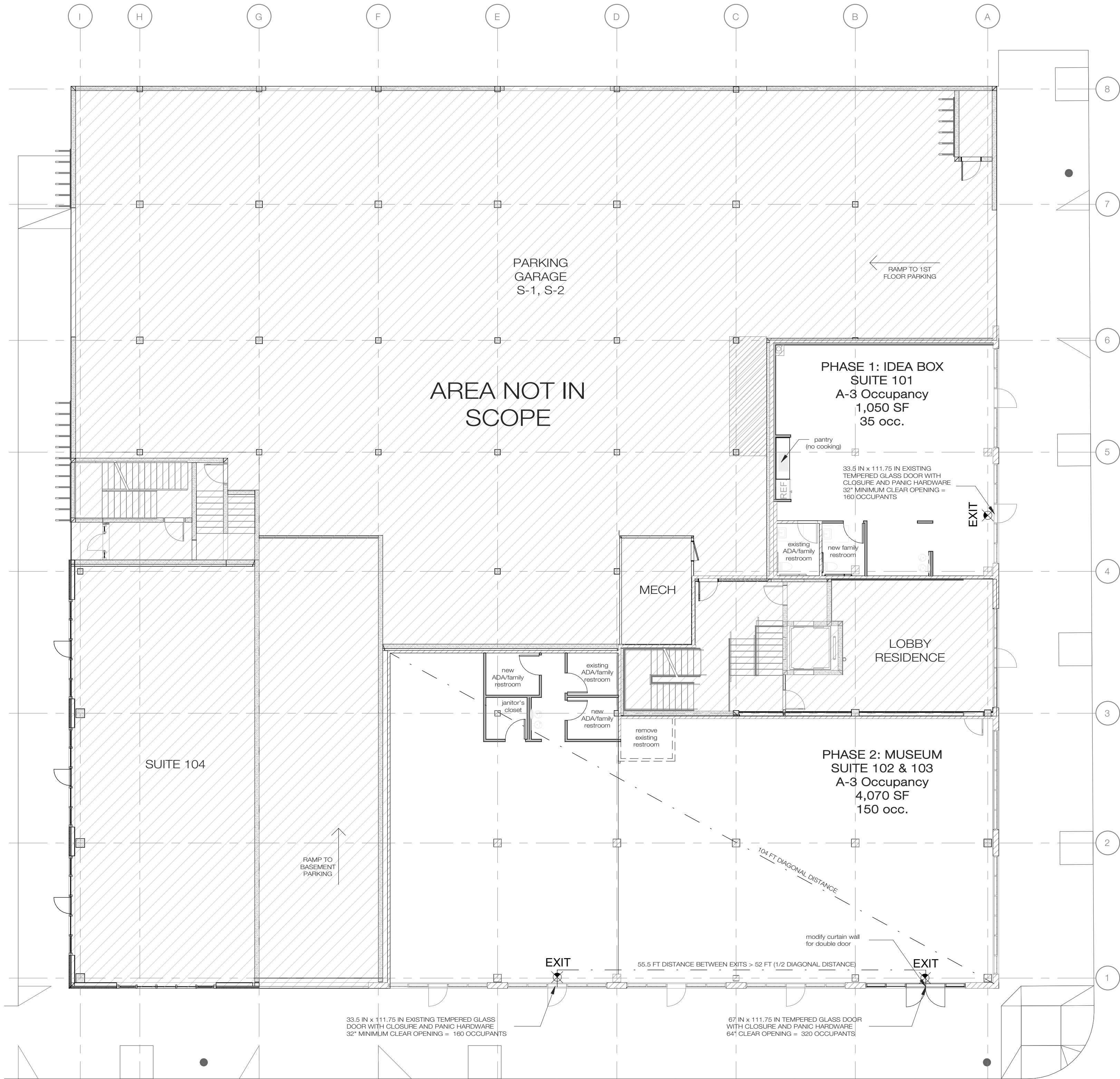
GYDE ARCHITECTS PC 80 WEST BROADWAY P.O. BOX 4735 JACKSON, WY 83001 T 307.733.7303
--

STAMP

NOT FOR CONSTRUCTION

REVISIONS		
NO.	DESCRIPTION	DATE

SHEET NAME	
COVER SHEET	
SHEET NUMBER	G1.0



1 PHASING, EGRESS, & LIFE SAFETY PLAN
1" = 10'-0"

CODE SUMMARY

APPLICABLE CODES

INTERNATIONAL EXISTING BUILDING CODE - 2021 EDITION (IEBC)
INTERNATIONAL BUILDING CODE - 2021 EDITION (IBC)
INTERNATIONAL MECHANICAL CODE - 2021 EDITION (IMC)
INTERNATIONAL PLUMBING CODE - 2021 EDITION (IPC)
INTERNATIONAL FUEL GAS CODE - 2021 EDITION (IFGC)
INTERNATIONAL FIRE CODE - 2021 EDITION (IFC)
INTERNATIONAL ENERGY CONSERVATION CODE - 2021 EDITION (IECC)
NATIONAL ELECTRIC CODE - 2020 EDITION (NFPA 70)
TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS
2017 ANSI 117.1

NOTE: ALL CODE REFERENCES FOR TABLES AND SECTIONS ARE FROM INTERNATIONAL BUILDING CODE (IBC) UNLESS OTHERWISE NOTED.

SQUARE FOOTAGE CALCULATION AND IEBC CLASSIFICATION

BUILDING AREA: 18,974 SF
TENANT SPACE SF: 5,120 SF
WORK AREA SF: 5,120 SF (27% BUILDING AREA)
ALTERATION LEVEL 2
IEBC CLASSIFICATION: MUSEUM FIT-OUT OF EXISTING SUITES 101, 102, & 103, INCLUDING ADDITIONAL ADA/FAMILY RESTROOMS AND MODIFICATION TO PORTION OF EXISTING CURTAIN WALL TO PROVIDE A DOUBLE INSTEAD OF SINGLE DOOR. PROJECT WILL BE PHASED. SUITE 101, THE IDEA BOX, WILL BE PHASE ONE AND THE FULL MUSEUM FIT-OUT OF SUITES 102 & 103 WILL FOLLOW IN PHASE TWO. PHASES WILL BE PERMITTED SEPARATELY.

OCCUPANCY

CLASSIFICATION & USAGE: A-3 MUSEUM

TOTAL OCCUPANT LOAD:

SUITE 101 (IDEA BOX): 35 OCCUPANTS
SUITES 102 & 103 (MUSEUM): 150 OCCUPANTS

EGRESS

SEE PLAN DIAGRAM /G1.2 FOR BREAKDOWN
OCCUPANT LOADS PER TABLE 1004.1.2

BUILDING HEIGHT & AREA

NO CHANGE TO HEIGHT OR AREA OF EXISTING BUILDING

CONSTRUCTION TYPE

TYPE OF CONSTRUCTION: V-A PER PERMIT OF 2021

FIRE-RESISTANCE RATINGS FROM TABLE 601

STRUCTURAL FRAME: 1 HR
EXTERIORS BEARING WALLS: 1 HR
INTERIOR BEARING WALLS: 1 HR
EXTERIOR NONBEARING WALLS: PER TABLE 705.5
INTERIOR NONBEARING WALLS: NR
ROOF CONSTRUCTION: 1 HR
FLOOR CONSTRUCTION: 1 HR
SHAFTS & VERTICAL EXIT ENCLOSURES: 2-HR

NOTE: "NR" DENOTES "FIRE RESISTANCE RATING NOT REQUIRED"

FIRE RESISTANCE RATED CONSTRUCTION

FIRE RESISTANCE RATED CONSTRUCTION OF THE REQUIRED RATINGS ARE PROVIDED THROUGH TESTED ASSEMBLIES OR OTHER APPROVED METHODS. SEE CONSTRUCTION DETAILS FOR FURTHER INFORMATION.

ALL JOINTS (HEAD-OF-WALL AND BASE-OF-WALL) SHALL BE PROTECTED WITH A TESTED FIRESTOP ASSEMBLY FOR ALL WALL-WALL, WALL-FLOOR AND FLOOR-CURTAIN WALL JOINTS.

ALL THROUGH PENETRATIONS SHALL BE PROTECTED WITH A TESTED FIRESTOP ASSEMBLY OR OTHER APPROVED METHODS. THIS INCLUDES MEMBRANE ONLY PENETRATIONS OF WALL ASSEMBLIES FOR ELECTRICAL BOXES OR OTHER WALL BOXES. PROVIDE LISTED DAMPER ASSEMBLY IN ACCORDANCE WITH THE IMC FOR DUCT THROUGH PENETRATIONS.

OPENING PROTECTIVES (WINDOWS, DOORS AND SHUTTERS) SHALL BE THE SAME AS EXISTING PER IEBC 2021 1011.7.2 BECAUSE THE NEW OCCUPANCY, A-3 IS LOWER OR EQUAL TO THE HAZARD CATEGORY OF THE EXISTING B & M OCCUPANCY PER TABLE 1011.7.

THE EXISTING EXTERIOR OPENING PROTECTIVES TO REMAIN, THEREFORE NEW EXTERIOR OPENING PROTECTIVES ARE NOT REQUIRED. ALL EXISTING VERTICAL ENCLOSERS TO BE 2 HOUR FIRE-RATED W/ 90 MINS. FIRE PROTECTED OPENING. GC. TO VERIFY COMPLIANCE IN FIELD.

FIRE RATED ASSEMBLY RATING	DOOR / SHUTTER MINIMUM RATING	GLAZING MINIMUM RATING
1-HR	60 MINUTES**	45 MINUTES**
1.5-HR	90 MINUTES	NOT PERMITTED*
2-HR	90 MINUTES	NOT PERMITTED*
3-HR	180 MINUTES	NOT PERMITTED*

*GLAZING IS PERMITTED IN FIRE RATED EXTERIOR WALLS. PROVIDE 45 MINUTE FIRE RATED GLAZING IN EXTERIOR WALLS OF 1-HR FIRE RATING. PROVIDE 90 MINUTE FIRE RATED GLAZING IN EXTERIOR WALLS WITH A FIRE RATING GREATER THAN 1-HR.

**SEE OPENING PROTECTIVES NOTE ABOVE- NOT REQUIRED IN THIS REMODEL PER NOTES ABOVE.

INTERIOR FINISHES IBC TABLE 803.13

REQUIRED INTERIOR WALL AND CEILING FINISH CLASSIFICATIONS - SPRINKLERED BUILDING:

OCCUPANCY GROUP	EXIT STAIRWAYS EXIT PASSAGEWAYS	CORRIDORS EXIT ACCESS	ROOMS SPACES
A-3	B	B	C

NOTE: 1,000 FT² OF CLASS C MATERIAL IS PERMITTED FOR PANELING OR WAINSCOTING IN GRADE LEVEL LOBBY WHEN APPLIED TO NON-COMBUSTIBLE BASE (FURRING STRIPS ALLOWED).

FIRE SUPPRESSION SYSTEMS

THIS FACILITY HAS BEEN PROVIDED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM THROUGHOUT THE EXISTING TENANT'S SPACE. THE ORIGINAL SYSTEM WAS DESIGNED IN ACCORDANCE WITH NFPA 13 2019 AND IBC 903.3.1.1. ANY AND ALL MODIFICATIONS SHALL BE DESIGNED IN ACCORDANCE WITH NFPA 13. SIZING AND INSTALLATION TO BE DONE BY LICENSED FIRE SPRINKLER CONTRACTOR AND PLANS TO BE SUBMITTED TO TOWN OF JACKSON FIRE DEPARTMENT FOR REVIEW AND APPROVAL BEFORE INSTALLATION.

STANDPIPE SYSTEMS

THIS BUILDING DOES NOT REQUIRE A STANDPIPE PER IBC SECTION 905.3.1.

FIRE ALARM & DETECTION SYSTEMS

THE BUILDING HAS BEEN PROVIDED WITH A FIRE ALARM AND DETECTION SYSTEM DESIGNED IN ACCORDANCE WITH NFPA 72 AND IBC SECTION 907. THE SCOPE OF WORK INCLUDED IN THIS SCOPE OF WORK WILL REQUIRE THE RELOCATION OF NOTIFICATION APPLIANCES AND SMOKE DETECTORS.

NO CARBON MONOXIDE DETECTION IS REQUIRED PER IBC 915. CARBON MONOXIDE DETECTION SHALL BE PROVIDED IN GROUPS 1-1, 1-2, 1-4 AND R OCCUPANCIES AND IN CLASSROOMS IN GROUP E OCCUPANCIES IN THE LOCATIONS SPECIFIED IN SECTION 915.2 WHERE ANY OF THE CONDITIONS IN SECTIONS 915.1.2.THROUGH 915.1.6. PER IFC 908.7

PORTABLE FIRE EXTINGUISHERS

FIRE EXTINGUISHERS AND CABINETS SHALL BE LOCATED THROUGHOUT THE TENANT'S SPACE FOR CLASS A FIRE HAZARDS PER IBC SECTION 906. MAXIMUM TRAVEL DISTANCE FROM ANY LOCATION TO A FIRE EXTINGUISHER AND ASSOCIATED CABINET SHALL NOT EXCEED 75 FEET.

DOOR SWING

DOORS SHALL SWING IN THE DIRECTION OF EGRESS TRAVEL WHERE SERVING AN OCCUPANT LOAD OF 50 OR MORE, IBC SECTION 1006.

RAMPS

THE RUNNING SLOPE OF THE RAMP IS LIMITED TO 1:12 (8 %). THE SLOPE MEASURED PERPENDICULAR TO THE PATH OF TRAVEL SHALL NOT BE GREATER THAN 1:48 (2 %). THE MAXIMUM VERTICAL RISE FOR ANY SECTION OF RAMP IS 30 INCHES MAXIMUM. RAMPS WITH A RISE GREATER THAN 8 INCHES SHALL BE PROVIDED WITH A HANDRAIL 34"-38" ABOVE FINISHED SURFACE IN ACCORDANCE WITH SECTION 1012.

EXIT ACCESS

EGRESS FROM THE INTERIOR ROOMS THROUGH SINGLE ADJOINING ROOMS IS ALLOWED FOR ROOMS WITH ACCESSORY USES TO ONE ANOTHER IN ACCORDANCE WITH SECTION 1004.2.1.

COMMON PATH OF EGRESS TRAVEL IS LIMITED TO 75 FEET.

EXITS REQUIRED

BASED ON THE OCCUPANT LOAD OF SUITE 101, ONE EXIT IS REQUIRED PER TABLE 1006.2.1. SUITES 102 AND 103 REQUIRE A MINIMUM OF 2 EXITS PER TABLE 1006.2.1. TWO OF THE EXITS ARE REQUIRED TO BE SEPARATED A MINIMUM OF 1/2 THE DIAGONAL DISTANCE ACROSS THE AREA SERVED BY THE EXITS. THE EXISTING EXTERIOR EXITS PROVIDE THE REQUIRED SEPARATION DISTANCE.

EXIT EMERGENCY SIGNAGE AND ILLUMINATION

EXISTING EXIT SIGNS TO BE RELOCATED AND ADDED TO COMPLY WITH SECTION 1013. EMERGENCY LIGHTING SHALL BE PROVIDED PER SECTION 1008.3. PROVIDE AN AVERAGE OF 1 FOOTCANDLE ALONG THE PATH OF EGRESS WITH AN EMERGENCY ELECTRICAL SYSTEM.

EXIT ACCESS TRAVEL DISTANCE

TRAVEL DISTANCE IS DETERMINED FROM TABLE 1017.2 FOR A FULLY SPRINKLERED BUILDING.

OCCUPANCY A 250 FEET

PLUMBING FIXTURES

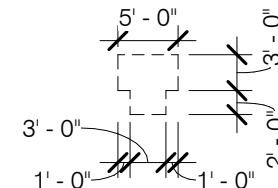
MUSEUM ASSEMBLY OCCUPANCY REQUIRES ONE WC PER 125 MALE OCCUPANTS AND ONE WC PER 85 FEMALE. A TOTAL OF TWO FAMILY TOILET ROOMS WILL BE PROVIDED AT SUITE 101 FOR 35 OCCUPANTS. ONE NEW AND ONE EXISTING THAT COMPLIES WITH WITH 2017 ANSI 117.1. A TOTAL OF THREE FAMILY TOILET ROOMS COMPLYING WITH 2017 ANSI 117.1 WILL BE PROVIDED AT SUITE 1102 & 103 FOR 150 OCCUPANTS, ONE EXISTING AND TWO NEW. ALL RESTROOMS WILL BE DESIGNATED FOR USE BY ALL PERSONS REGARDLESS OF THEIR SEX PER IBC SECTION 2902.1.2 AND 2902.2 EXCEPTION 5. COMPLIANCE PER IEBC SECTION 306.7.16.4 AND IPC 403.1.1 EXCEPTION 3, IPC 403.1.2, AND IPC 403.2 EXCEPTION 5.

ACCESSIBILITY NOTES

ALL NEW SPACES TO COMPLY WITH CHAPTER 11 OF THE IBC 2021 AND ICC A117.1-2017 (ALL CODE REFERENCE BELOW REFERS TO ICC A117.1-2017 UNLESS NOTED)

GENERAL ACCESSIBLE CLEARANCES

1. CLEAR FLOOR SPACE WHERE REQUIRED PER 305.3.2 TO BE 48" X 30".
2. IN NEW BUILDINGS AND FACILITIES, THE TURNING SPACE TO BE 67" MIN. DIAMETER PER 304.3.1.1; 60" MIN. DIAMETER IN EXISTING BUILDINGS AND FACILITIES PER 304.3.1.2.
3. T-SHAPED TURNING SPACE TO COMPLY WITH 304.3.2.2 AS SHOWN:



4. KNEE AND TOE CLEARANCE PER C306.1(b) and (c)
5. PROTRUDING OBJECTS WITHIN ACCESSIBLE ROUTES SHALL NOT BE UNDER 27" AFF OR PROTRUDE MORE THAN 4" INTO THE ROUTE PER FIGURE 307.2.

ACCESSIBLE ENTRY AND ACCESSIBLE ROUTE

6. 90 DEGREE TURNS TO BE ACCESSIBLE WITH 8" CHAMFERED CORNERS PER 403.5.3.1.2.
7. DOORS WITHIN ACCESSIBLE ROUTES TO HAVE CLEAR WIDTH OF 32" MIN. WHEN OPEN PER 404.2.2
8. DOOR CLEARANCES AT DOORS WITHIN ACCESSIBLE ROUTES TO COMPLY WITH TABLE 404.2.3.2 AS SHOWN BELOW:

TABLE 404.2.3.2-MANUEVERING CLEARANCES AT MANUAL SWINGING DOORS

TYPE OF USE	MANUEVERING CLEARANCES AT MANUAL SWINGING DOORS	
	Approach Direction	Perpendicular to Doorway
From front	Push	60 inches (1525 mm)
	Pull	18 inches (455 mm)
From large side	Push	60 inches (1525 mm) ^a
	Pull	36 inches (915 mm)
From large side	Push	54 inches (1375 mm)
	Pull	42 inches (1065 mm)
From small side	Push	42 inches (1065 mm) ^b
	Pull	24 inches (610 mm)
From small side	Push	42 inches (1065 mm) ^b
	Pull	24 inches (610 mm)

^a Push button (150 mm) of door and door handle.
^b Push button (150 mm) of door handle.
^c From large side.
^d In existing buildings and facilities, the dimension perpendicular to the door or gate for the front direction on the push side shall be 48 inches (1220 mm).

9.TACTILE SIGNAGE WITH BRAILLE AND PICTOGRAMS TO BE PROVIDED AT RESTROOMS, EXIT STAIR AND DOORS. ALL SIGNAGE TO COMPLY WITH 703. ALL SIGNAGE TO BE LOCATED 40" MIN. ABOVE THE FLOOR AND AND TO BE ON THE LATCH SIDE OF THE DOOR WITH A MIN. CLEAR FLOOR AREA OF 18" X18" IIN FRONT OF THE SIGN AND CENTERED ON THE SIGN.

ACCESSIBLE BATHROOMS

EXISTING BATHROOMS ARE ACCESSIBLE.

- A. BATHROOM COUNTERS TO BE MAX. 34" AFF
- B. CLEAR SPACE TO BE PROVIDED UNDER COUNTER PER C306.1(b) AND C306.1(b)
- C. CLEAR FLOOR SPACE IN FRONT OF SINKS AND URINAL TO BE PROVIDED
- D. ONE WHEELCHAIR ACCESSIBLE STALL TO COMPLY WITH SECTION 604.9
- E. TURNING CIRCLE OR T-SHAPE TO BE PROVIDED IN BATHROOM.
- F. URINAL RIM TO BE MAX. 17" AFF AND 13.5" MIN. DEPTH PER SECTION 605
- G. AT LEAST ONE MIRROR TO HAVE THE BOTTOM EDGE OF THE REFLECTING SURFACE AT 40" AFF MAX.
- H. TOWEL DISPENSERS AND HAND DRYERS TO COMPLY WITH C603.8(b)

ACCESSIBLE DINING

ACCESSIBLE DINING TO BE PROVIDED IN THE BAR AND RESTAURANT AREA WITH TABLES BETWEEN 28"-34" HIGH PER 902.4 AND CLEAR FLOOR SPACE PER 902.5.1



JACKSON HOLE CHILDREN'S MUSEUM

105 MERCILL AVENUE,
JACKSON, WY 83001

GYDE ARCHITECTS PC
80 WEST BROADWAY
P.O. BOX 4735
JACKSON, WY 83001
T.307.733.7303

NOT FOR CONSTRUCTION

JANUARY 08, 2024 - CUP

NO.	DESCRIPTION	DATE

PHASING, EGRESS, & LIFE SAFETY PLAN

G1.2



WYOMING DEPARTMENT OF FAMILY SERVICES

Safe at home • Supporting the people who support the families • Opportunities for success

MEMORANDUM

Date: January 23, 2024

To: Miki Aristorenas, Director of Operations
Jackson Hole Children's Museum

From: Michelle Lala, Regional Child Care Licensing Supervisor
Support Services Division

Re: State Exemptions to Child Care Licensing

Ref: ML-23-038

Jackson Hole Children's Museum has reached out to the Department of Family Services - Child Care Licensing to inquire about whether several of their programs would require licensure and has asked for verification of the exempt status.

At this time, the Department has reviewed the following programs:

Museum Pop-Ups
TLC Afterschool
JHCM Afterschool
STEAM
Pre-K Programs
Summer Camps

Based on the summary provided, it does not appear that any of these programs would need to be licensed and meet either a. The After School Program Exemption (WY Statute 14-4-102(x)) or b. The Part-time Daycare Facilities Exemption (WY Statute 14-4-102(xi)). Additionally, any program in which the parent is present with their own child at all times is not childcare and would not need to be licensed.

If these programs change their operations or add additional age groups or hours, this statement would be void and a new review of the program would be required to ensure it meets an exemption statute.

STAFF REPORT



Meeting Date:	April 15, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Planning Department	Presenter:	Katelyn Page
Agenda Item:	P24-018 – Sketch Plan for 3-story hotel at the properties addressed at 210 and 230 N. Glenwood Street	Public Comment:	Yes

Purpose & Policy Considerations.

A Sketch Plan is required in the Commercial Residential – 2 (CR-2) zoning district by the Town of Jackson Land Development Regulations (LDRs) for projects with a floor area that exceeds 13,800 sf.

Requested Action.

The applicant is requesting approval of a Sketch Plan for a new 38,000 sf hotel at the properties addressed at 210 and 230 N. Glenwood Street.

The applicant is requesting to continue this item to the regularly scheduled Town Council meeting on May 6, 2024.

Suggested Motion.

I move to continue P24-018 to the regularly scheduled Town Council meeting on May 6, 2024.

STAFF REPORT



Meeting Date:	April 15, 2024	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Legal Department	Presenter:	Lea Colasuonno and Brian Lenz
Agenda Item:	Development Agreement for 1080 South Park Loop Road (E23-0012)	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is Council review and consideration of a Development Agreement for a multi-unit housing project at 1050-1080 South Park Loop Road.

Requested Action.

Staff request that Council review and consider the Development Agreement.

Recommendations.

Staff recommends Council approve the Development Agreement.

Background.

In February 2023, Council considered a Development Plan for a new 4-story apartment complex (referred to as "The Loop") within 2 separate u-shaped buildings comprising, approximately, 190 units and 160,000 sf of above-ground habitable floor area. Council approved the Development Plan, with various conditions of approval, including that the developer (Mogul Capital) and Town shall agree to a Development Agreement prior to issuance of a Building Permit with, at minimum, the following terms:

- The Applicant shall pay for the drafting and finalization of construction plans of the left turn lane and appurtenances, including design, survey, geotechnical investigation and design, and incidentals.
- The total cost of construction of the left turn lane on South Park Loop Road shall be split as follows: Applicant 50% / Town 50%.
- The Applicant shall be responsible for executing the construction of the left turn lane, appurtenances, and incidentals to Town Standards, which shall include the hiring, management, and payment of the contractor.
- The Town shall own and pay for all maintenance and operating cost of the left turn lane in perpetuity following acceptance by the Town according to the development agreement.
- The Applicant shall ensure that the left turn lane is constructed and operational prior to Certificate of Occupancy (C/O) of their two buildings, except Applicant shall be allowed to extend the date for completion for actions of the Town or other unforeseen circumstances beyond the applicant's control.
- Shall include a maximum total cost for the design and construction of the left turn lane so that in the event that stated total cost is exceeded both parties would discuss negotiating an updated cost share, delaying construction of the left turn lane, and/or any other reasonable option.

Since that approval it has come to light that the Town does not control (via ownership or easement) the portion of South Park Loop Road where this development is taking place. Instead, Teton County School District No. 1 is the owner and, while it appears Teton County has an easement for the road (which it created as a County Road many years ago), the Town does not have an easement at this time.



The Town Attorney has worked with the attorney for Mogul Capital, Stefan Fodor, and Teton County School District No. 1, Sara Van Genderen, to resolve this issue, recognizing all parties have an interest in ensuring South Park Loop Road is appropriately improved to accommodate current and anticipated traffic flows. The Town, Mogul Development, and the School District have come to agreement on the attached draft Development Agreement via their respective attorneys. The next step for the Town and School District is for their respective governing bodies, Council and the School Board, to review the draft – a step taking place for the Town at this Council meeting and for the School Board at their April 17 meeting.

Analysis & Key Policy Questions.

The proposed Development Agreement, attached hereto, includes the following key highlights with respect to how Mogul and the Town will cooperate in the construction of the turn lane:

1. *The Parties to the Agreement.* In contrast to standard Development Agreements and solely because of the unique circumstance that the School District owns the portion of South Park Loop Road upon which the construction is taking place, the School District is a party to the Agreement.
2. *The School District's Role.* The role of the School District in the Agreement is a consenting landowner, i.e. authorizing the construction of the turn lane, its existence in perpetuity in its agreed-upon location, and agreeing that the Town will own and maintain all the road improvements in perpetuity. The School District has no responsibilities with respect to design, construction, inspection, payment, ownership, maintenance, etc.
3. *Designing the Turn Lane.* The Town and Mogul Capital will work cooperatively to identify a left-turn lane design that "appropriately balances cost effectiveness and functionality, the latter of which includes traffic flow, safety, drainage, and geotechnical engineering."
4. *Costs for Design, Plans, and Administering Contracts.* Mogul Capital is responsible for the costs for design, of the final plans, and for contract administration.
5. *Cost of Construction.* The Town and Mogul Capital agree to each pay 50% of the total cost of construction of the left-turn lane.
6. *Agreement on Cost.* The Town and Mogul Capital must agree on the total cost of the construction (i.e., what amount they each owe half of), prior to Mogul selecting a contractor and executing a construction contract. If they cannot agree on a total cost (i.e., the cost is too much for one or both parties), they agree to meet and discuss an updated cost share, delaying construction of the left turn lane, and/or any other reasonable options.

7. *Timing of Completion.* The left-turn lane will be constructed prior to the issuance of the last Certificate of Occupancy for the building, but the timeline may be extended for delay caused by action(s) of the Town or other unforeseen circumstances beyond their control.
8. *Termination.* The Development Agreement automatically terminates if one or both of the Building Permits expire; or if the Development Plan expires.
9. *Bonding.* The Town and Mogul Capital will split 50%/50% the cost of bonding for construction and warranty.

The remainder of the Development Agreement is consistent with the Town's standard template and terms.

Possible Alternatives.

Council could elect to:

- Direct staff to negotiate different terms of conditions for the Development Agreement
- Abandon the requirement for the construction of the left turn lane and not enter a Development Agreement (Council would then have to consider a Development Plan amendment).

Comprehensive Plan & Priority Alignment.

Section 8.1 and 8.2: Timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.

Fiscal Impact.

The fiscal impact of the left turn lane is unknown at this time. In February 2023, the total cost estimates for constructing the turn lane ranged from, approximately, \$335,000 to \$575,000. There is not a current updated estimate available at this time. Pursuant to the draft Agreement, the Town agrees to pay 50% of the total cost of the turn lane, however, prior to that commitment being required the Town must agree to the final cost. If it does not or the total construction costs exceed one million dollars, Town has the option to meet with Mogul to "discuss an updated cost share, delay construction of the left turn lane, and/or any other reasonable options."

Staff Impact.

The staff impact of this item was absorbed in the Engineering Division of Public Works at a total of 12 hours, and the Legal Department, which required a total of 55 hours. Administration also spent time in coordination with these Departments for approximately 4 hours.

Attachments or Links.

1. Development Agreement

Suggested Motion.

I move to approve the Development Agreement between the Town of Jackson, Mogul Capital, and Teton County School District No. 1, and authorize the mayor to execute it subject to minor changes by staff.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), dated this ____ day of _____, 2024 ("Effective Date"), is entered into by and between Mogul Hospitality Partners, LLC, a Wyoming limited liability company whose address is PO Box 998, Midway, UT, 84049 ("Developer"), and the Town of Jackson, a municipal corporation of the State of Wyoming whose address is PO Box 1687, Jackson, WY 83001 ("Town") and the Teton County School District #1, Teton County, Wyoming as owner of the South Park Loop Road ("TCSD") (together "Parties.")

RECITALS

WHEREAS, Developer is the owner in fee simple of that certain real property in Teton County, Wyoming, described as follows (together "Subject Property"):

Address: 1050 South Park Loop Road;

Location: PT NE1/4 NE1/4, Sec. 6, TWP. 40, RNG. 116

PIDN: 22-40-16-06-1-00-010

DEED: 1025534

Address: 1060 South Park Loop Road;

Location: PT LOT 1 & PT. LOT 2, SEC. 6, TWP. 40, RNG. 116

PIDN: 22-40-16-06-1-00-011

DEED: 1025535

Address: 1080 South Park Loop Road

Location: PT LOT 2, SEC. 6, TWP. 40, RNG. 116 (T-312A)

PIDN: 22-40-16-06-1-00-012

DEED: 1025877

WHEREAS, Developer intends to develop the Subject Property as a housing project pursuant to the approval of Development Plan P22-141, ("Development Plan"); and

WHEREAS, the Jackson Town Council conditions of approval for the Development Plan, set forth in a final letter dated February 8, 2023, include, among other things, the requirement for a development agreement concerning the construction of a westbound turn lane (the "Turn Lane") within South Park Loop Road to be constructed by the Developer and partially paid for by the Town as shown in the site plan "Exhibit A" Attached hereto; and

WHEREAS, it was subsequently discovered that TCSD is the record owner of that portion of South Park Loop Road in which the Turn Lane is proposed to be constructed. The Town has for some time assumed maintenance responsibility for South Park Loop Road without being obliged to do so. TCSD consents to the construction of the Turn Lane on its property.

WHEREAS, The Parties agree that constructing the Turn Lane is beneficial to all parties and doing so pursuant to a development agreement will facilitate the orderly development of the Subject Property; and

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

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

1. ACKNOWLEDGMENT OF TCSD'S RIGHTS AND TCSD CONSENT

- A. Developer and Town acknowledge the TCSD's exclusive rights, title, and interest in that portion of South Park Loop Road in which the Turn Lane is proposed to be constructed and that neither party acquires any right, title, or interest in that portion of South Park Loop Road in which the Turn Lane is proposed to be constructed by way of this Agreement.
- B. TCSD executes this Agreement for the purpose of:
 - i. Consenting to the construction and placement of the Improvements within South Park Loop Road as they are proposed in accordance with this Agreement, the Development Plan, the Town of Jackson Municipal Code and Land Development Regulations, and Building Permits B23-0291 and B23-0292 and as shown in Exhibit A; and
 - ii. Agreeing that the Town of Jackson shall, at its sole expense, own and be responsible for maintenance of the Improvements in perpetuity.

2. DEVELOPER TO COMPLY

- A. Developer shall comply with all local, state, and federal laws, ordinances, permits, approvals, and regulations, specifically including, but not limited to, all those contained in and required by the Town of Jackson Land Development Regulations; the Town of Jackson Municipal Code; the Development Plan; Building Permits B23-0291 and B23-0292, and the conditions of approval of the Jackson Town Council.
- B. All work undertaken pursuant to this Agreement shall be constructed in compliance with Town of Jackson Construction Standards, the Wyoming Department of Environmental Quality Rules and Regulations, Wyoming Public Works Standards and Specifications, and the approved permits, plans, and specifications, (collectively, "Construction Standards"). It is hereby understood and agreed by the Parties that the Construction Standards shall be those in effect at the time the first Building Permit is issued.

3. APPROVED PERMIT PLANS AND SPECIFICATIONS INCORPORATED

- A. All permits, plans, and specifications pertaining to the work undertaken pursuant to this Agreement, as those permits, plans, and specifications are approved by the Town, and any revisions of or addendums to them approved by the Town, are incorporated by this reference as though fully set forth herein.
- B. All work required by the Developer under this Agreement shall be in accordance with those permits, plans, and specifications and a copy of all permits, plans, and specifications, including revisions, shall be kept on-site by the Developer's contractor.

4. IMPROVEMENTS

Developer is required to design, plan, and construct the improvements, generally described as widening South Park Loop Road for the provision of the Turn Lane, appurtenances, incidentals, and corresponding surface/street construction and restoration, as shown on Exhibit A, attached hereto and by this reference made a part hereof ("Improvements").

- A. *Planning; Design.* The Parties shall work cooperatively to identify the design that appropriately balances cost effectiveness and functionality, the latter of which includes traffic flow, safety, drainage, and geotechnical engineering. The contact persons set forth in Section 6 hereof shall have the right to participate in planning and design meetings and each shall approve the final design, which approvals shall

not be unreasonably withheld. The Planning and Design phase is complete when the Developer has delivered to the Town and TCSD the preliminary design documents consisting of final design criteria, preliminary drawings, and outline specifications (as amended, the "Plans"). The Developer is solely responsible for the cost of planning and design.

- B. *Construction Plan.* The Developer is solely responsible for the cost to administer and execute the drafting and finalization of the Plans, which shall include the scope, extent, and character of the Improvements; survey; permitting; geotechnical investigation and design; incidentals; and a construction management and communications plan. The Construction Plan phase is complete when the Developer has Plans approved by the Town with the Building Permits.
- C. *Construction.* The Developer is solely responsible for administering the construction of the Improvements, which includes supervising and directing the work of the Improvements in accordance with the project contract documents; bonding; engineering; surveying; inspecting; and hiring, managing, contracting with, and paying the contractor(s).
- D. *Cost of Construction.* The Developer shall execute a construction contract for all Improvements and costs thereof ("Total Construction Cost") prior to issuance of the Building Permits, which shall be made a part hereof by this reference and shall be paid for as follows:
 - i. The Developer shall pay 50% of the Total Construction Cost and the Town shall pay 50% of the Total Construction Cost. The Town shall pay its 50% by reimbursing the Developer within 30 calendar days of Developer invoicing Town, which invoices shall be provided to the Town as Developer pays its pay applications monthly throughout construction. For the avoidance of doubt, the Developer shall contract for and pay 100% of the cost for all work set forth in subsections A, B, and C of this Section 4, and the Town shall reimburse Developer pursuant to this Section D solely for Total Construction Costs. TCSD shall have no obligation to pay any portion of Total Construction Costs.
 - ii. The Developer will obtain bids once 100% design drawings are finalized and approved by the Town of Jackson. Until such time, no bid can be deemed reliable and utilized as a cap as designs, and attendant costs, may fluctuate prior to receiving the Town approval of design drawings. Upon approval of the 100% design drawings and receipt of bids, a contractor selection will be made by Developer, and the Town and Developer shall then jointly approve the Total Construction Costs. If the Total Construction Costs estimated by such contract exceed \$1 million, the Town and Developer agree to meet and discuss an updated cost share, delaying construction of the left turn lane, and/or any other reasonable options. If the parties cannot jointly agree on the Total Construction Costs, the parties agree Development Plan P22-141 shall be presented to Council for the Town of Jackson to consider amending Development Plan P22-141. The construction contract with the selected contractor will be included as Exhibit B to this Agreement and incorporated herein.
 - iii. The Parties shall follow the below procedure prior to Developer executing a change order:
 - a. All change orders are sent to the Town Engineer with a courtesy copy to TCSD.
 - b. The Town Engineer has 5 business days (not including the day of receipt) to, in writing, approve, reject, or offer acceptable revisions to the change order. Approval shall not be unreasonably withheld and revisions must be reasonable.
 - c. If the change order is approved, the cost of such change order shall be split 50%/50% between the Town and Developer.
 - d. If the Town Engineer offers an acceptable revision, and the Town Engineer's revision is accepted by the Developer, the cost shall be split 50%/50% between the Town and Developer and TCSD shall be given a courtesy copy of such executed change order.

- e. If the Town Engineer rejects the change order, they shall state their reasons in writing, the Town shall not share in the cost of the change order, and the Developer may choose to move forward with the change order at their own cost.
- E. *Schedule*. Developer agrees to construct all Improvements pursuant to this Agreement prior to the issuance of the last Certificate of Occupancy for the buildings, except Developer shall be allowed to extend the date for completion and obtain its Certificate of Occupancy prior to completion of Construction if the delay is caused by action(s) of the Town, TCSD or other unforeseen circumstances beyond the Developer's control.
- F. *Ownership*. Upon Acceptance and conveyance set forth in Section 8, the Improvements shall be owned by the Town at its expense.
- G. *Maintenance*. Upon Acceptance and conveyance set forth in Section 8, the Improvements shall be maintained in perpetuity by the Town at its expense.

5. FINANCIAL ASSURANCE

- A. Developer must deposit or cause to be deposited with the Town, upon final approval by the Town and Developer of the Total Construction Cost, an irrevocable letter of credit, a performance and payment bond, funds in escrow, or a combination of the foregoing if approved by the Town Attorney, an amount equal to 125% of the Total Construction Costs agreed upon pursuant to Section 4.D of this Agreement (the "Financial Assurance"), with a courtesy copy to TCSD. The Town shall pay ½ of the cost of the Financial Assurance, but if funds are put in escrow, the Town shall not be required to deposit funds in escrow and the Developer shall only be required to place ½ of the required funds in escrow.
- B. As portions of the Improvements are completed, the Developer may submit a written request to the Town Engineer, with a courtesy copy to TCSD for a release of part or all of the Financial Assurance. Upon inspection and approval, the Town Engineer shall release the requested amount or a percentage of the requested amount of the Financial Assurance upon the terms and conditions set forth in this Agreement and the Town Land Development Regulations with a courtesy copy to TCSD. If the Town Engineer determines that any of the Improvements are not constructed in substantial compliance with approved plans and specifications, or further construction may damage completed infrastructure, the Town Engineer shall furnish the Developer a list of specific deficiencies and be entitled to withhold collateral sufficient to ensure acceptance at the completion of all construction related activities and a courtesy copy of such notice shall be delivered to the TCSD. If the Town Engineer reasonably determines that the Developer has not constructed any or all of the Improvements in accordance with the Construction Standards, the Town Engineer shall draw and expend from the Financial Assurance such funds as are necessary to construct the Improvements in accordance with the approved plans or the Construction Standards and shall provide a courtesy notice of such action to the TCSD. Release of the Financial Assurance does not constitute certification of compliance with the Construction Standards or any applicable code or other requirement or a release of the responsibility of the Developer.

6. DEVELOPMENT COORDINATION

- A. *Contact Persons*.
 - i. The contact person representing the Town shall be the Town Engineer, or their designee, who shall have responsibility for coordinating development of the Improvements and for providing the approvals required herein.
 - ii. The contact person representing the Developer shall be Brad Wagstaff, or his designee, who shall have responsibility for coordinating development of the Improvements and for providing the approvals required herein.

- iii. The contact person representing the TCSD shall be Gillian Chapman, or her designee, who shall have responsibility for accepting notices provided in accordance with this Agreement.
- B. Developer, its contractor, or its subcontractors, shall notify the Town Engineer when Improvements shall be installed, when testing is to occur, for interpretation of the Plans, when material discrepancies are observed, and at any other time deemed necessary in the reasonable judgment of the Developer.

7. PERMITTING, PERFORMANCE TESTING, AND INSPECTION

- A. Developer is responsible for obtaining all required Town permits, paying all associated fees, and abiding by the conditions set forth within same, as well as the provisions of the Land Development Regulations, Jackson Municipal Code, and Construction Standards.
- B. Developer shall be required to complete all construction work and necessary performance tests on installed Improvements prior to acceptance by and conveyance to the Town. Developer shall be required to retain a Town-approved State of Wyoming licensed engineer to perform and monitor all construction and testing required per the Plans and Construction Standards.
- C. The Developer's engineer shall be responsible for the preparation and submission of daily inspection reports and test results when requested and as construction milestones are reached (as provided for in the Construction Standards). The Town will provide for its own separate inspection of the Improvements.
- D. Developer shall notify the Town Engineer at least 2 business days prior to the commencement of any performance test, placement of pavement, or placement of concrete such that a representative of the Town can be present at the test or placement. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction.

8. ACCEPTANCE

- A. The Town will only accept the Improvements if they are completed in conformance with the Plans and Construction Standards and pass satisfactory testing and inspection as set forth in this Agreement.
- B. Prior to acceptance, the Town shall not have any responsibility with respect to any Improvement constructed by Developer, nor shall the Town exercise any control over the Improvements until accepted, notwithstanding the use of the same by the public or in the case of an emergency. The process and criteria for acceptance by the Town shall be as follows:
 - i. *Request for acceptance.* Upon its completion of the Improvements, the Developer shall request acceptance by the Town in the form of a final engineering inspection for the Improvements. The request for acceptance shall include all outstanding submittals required by this Agreement and the permits issued for the Development.
 - ii. *Submittals.* Prior to acceptance of any Improvements, the following, as appropriate and applicable to the Improvements, must be submitted to the Town Engineer for approval:
 - a. Legally sufficient easements, which shall be recorded at time of acceptance.
 - b. A certification that there are no outstanding judgements, liens, or encumbrances against the Improvements or any infrastructure (including appurtenances). Notwithstanding the foregoing, if there is an outstanding construction loan on the Improvements, Developer shall obtain the mortgagee's consent to transfer the Improvements to the Town and appropriate subordination agreements. In the event Developer is in good faith disputing the scope or validity of any liens arising out the work associated with construction of the Improvements, Developer shall be permitted to transfer the Improvements only if it provides the Town with financial security against loss of such Improvements. A lien of accrued real property taxes not yet delinquent

shall not be deemed to violate this provision, and Developer hereby agrees any such payment(s) remain the Developer's obligation when due following acceptance.

c. Field-verified survey record drawings and specifications of the Improvements transferred in accordance with the following:

1. Record drawings submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the Improvements and property boundaries, GIS Shape files, and other formats deemed suitable by the Town Engineer.
2. Record drawings showing all Improvements constructed, including but not limited to, water valves, fire hydrants, water service locations, sidewalks, and all other facilities relevant to the Improvements.
3. The surveyor, date of survey, coordinate system and datum used for the project noted on the plans. Two permanent benchmarks with coordinates, elevations, and ties to a nearby public lands survey monument.
4. Each sheet of the plans shall be noted as a RECORD DRAWING.
5. A certification by the project engineer, in substantially the following form, shall be on the face of the record drawings.

RECORD PLANS CERTIFICATE: These record plans were prepared under my direct supervision and control and are an accurate representation of the public improvements shown hereon as they were constructed. The improvements as installed conform to the requirements of the Wyoming Department of Environmental Quality, the Town of Jackson, and other applicable agencies. Where the improvements were constructed in a different manner, form, type, alignment, location, or material than as originally approved, they have been so noted. (Engineer's Signature) (Engineer's Name, Printed) (Date) (Wyoming P.E. No) or signed and dated stamp.

- d. All final inspection and testing reports as set forth in the Construction Standards.
- e. A warranty bond as specified in this Agreement.
- f. Certified statement of the cost of the Improvements.

iii. *Final inspection.* Within 30 days of receipt of a written request for acceptance from the Developer, the Town Engineer, and other appropriate government agencies, will conduct a final inspection of the Improvements. The Town Engineer will furnish a written list of any deficiencies noted from the Plans, including a reasonably detailed description of such deficiencies to enable Developer to correct the same.

iv. *Acceptance and Conveyance.* Upon (1) satisfactory completion of all construction including correction of any deficiencies noted in the final inspection, (2) compliance with the Construction Standards, the permits, and this Agreement, all as certified by a Town-approved engineer licensed in the State of Wyoming, and (3) approval by the Town Engineer through the acceptance of improvements form attached hereto as Exhibit C, and other appropriate government agencies, the Developer shall thereafter:

- a. Convey to the Town the Improvements via a deed for improvements attached hereto as Exhibit D.
- b. As necessary, grant easements to the Town and/or companies for the Improvements and utilities as located by a final survey thereof.

9. WARRANTY

All Improvements required pursuant to this Agreement shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of two years from the date of execution of the Affidavit Affecting

Title attached hereto as Attachment 1, which shall be for the benefit of the Town and this obligation shall survive any release of Financial Assurance by the Town (the "Warranty Bond"). The Developer shall post the Warranty Bond to secure the warranties equal to 125% of the Total Cost of Construction of the Improvements and the Town shall pay ½ of the costs of such Warranty Bond.

10. TERMINATION

- A. This Agreement will automatically terminate if:
 - i. One or both of the Building Permits expire; or
 - ii. The Development Plan expires.
- B. This Agreement may be terminated by mutual agreement if the Total Cost of Construction is not agreed to, in which event the parties agree Development Plan P22-141 shall be presented to Council for the governing body to consider amending Development Plan P22-141.

11. INSURANCE AND INDEMNIFICATION

- A. Developer agrees to carry a comprehensive general liability policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 annual aggregate for bodily injury, and \$1,000,000 for each occurrence and \$2,000,000 annual aggregate for property damage, or a combined single limit policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 annual aggregate which includes coverage for manufacturer and contractors, independent contractors, products, completed operations, and personal injury. Developer also agrees to name the Town as an additional named insured and a certificate of insurance covering these items shall be filed with the Town Engineer within 5 business days of the Effective Date of this Agreement.

12. NOTICES

Any notice or communication required or permitted herein shall be given in writing sent by United States mail, postage prepaid, registered or certified mail, return receipt requested (it shall be deemed received 5 days after being placed in the mail), to the addresses above. The Parties shall send a courtesy email of the same at the time of placing the notice in the mail.

13. BINDING EFFECT OF AGREEMENT; MODIFICATIONS; WAIVER

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

14. 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. TITLE AND AUTHORITY

Developer warrants to the Town that it is the record owner of the Subject Property upon which the development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants having full power and authority to enter into this Agreement.

16. SEVERABILITY

This Agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement is held to be in violation of Town, state or federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

17. NO THIRD-PARTY BENEFICIARY

This Agreement is made solely and specifically among and for the benefit of the Parties, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

18. RECORDING

This Agreement shall be executed upon its approval by the Jackson Town Council and shall thereupon be filed with the County Clerk and recorded in the Land Records of Teton County, Wyoming.

19. 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.

20. 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.

21. GOVERNMENTAL IMMUNITY

Notwithstanding anything contrary herein or that may be interpreted as such, the Town of Jackson and TCSD do not waive their governmental immunity by entering into this agreement, and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

22. ENTIRE AGREEMENT

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.

Signatures follow on the next page.

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

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

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

WITNESS my hand and official seal.

Notary Public

My commission expires:

**Teton County School District No.1
Teton County, Wyoming**

By: Bill Scarlett, Board Chair

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Bill Scarlett, as the Board Chair of the Teton County School District #1, Teton County, Wyoming, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this ____ day of _____.

WITNESS my hand and official seal.

Notary Public

My commission expires:

a limited liability company
of the State of Wyoming

By: _____
Its: _____

STATE OF _____)
)ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

Notary Public

My commission expires:

Exhibit A Site Plan

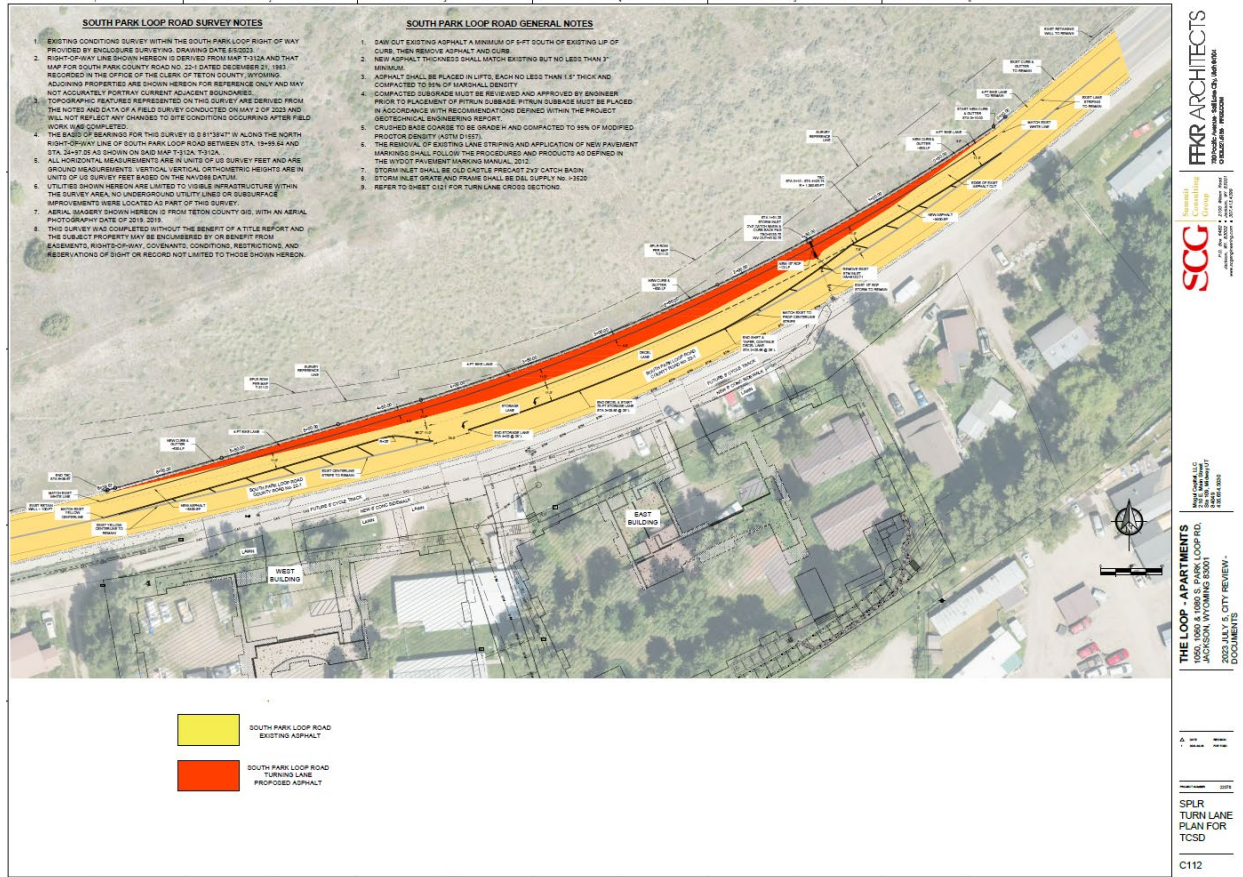


Exhibit B
Construction Contract

DRAFT

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

Brian T. Lenz, P.E.

TOWN ENGINEER

of the Town of Jackson, Wyoming

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Brian Lenz, in their capacity as Town Engineer for the Town of Jackson, Wyoming this _____ day of _____, _____.

Witness my hand and official seal.

{Note: include lien waiver, Performance and Payment Bonds, Warranty Bond}

DEED OF CONVEYANCE (PERSONAL PROPERTY)

To have and to hold unto Grantee and its administrators, successors and assigns such personality. This conveyance is of personality, in the form of a center turning lane and related improvements, and not a conveyance of the underlying real property.

Mogul Hospitality Partners, LLC

[illegible]

Notary Public

STAFF REPORT



Meeting Date:	April 15, 2024	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Resolutions: Public Art, Monuments, Gifts	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and consider a trio of policies for public art, monuments, and gifts, all of which are individual policies, but interrelated, and thus most sensibly reviewed and considered together.

Requested Action.

Staff requests Council review and consider the policies.

Recommendations.

Staff recommends adopting the policies as presented in this staff report.

Background.

The genesis of this item was the need to update the Public Art Guidelines because the Guidelines called for the adoption of a public art ordinance setting aside funds when the Town undertook capital projects of a certain nature. It was a significant part of the Resolution, and that ordinance was enacted in 2022. In undertaking that update, it brought to light related issues in the Town's existing Monument Policy that could benefit from an update and coincided with the Town's recognition that it lacked a gift policy. Details of these individual histories include:

- **Public Art Resolution:** In 2012 the Town adopted Resolution 12-14 that created the Public Art Guidelines. This Resolution has a variety of elements that, though useful when created, have since then become dated. These include: the policy goal of adopting a public art funding ordinance (this occurred in 2022), the relationship of the non-profit JH Public Art and the Town, the relationship of the Town with a Public Art Coordinator, and the growth of the Town's art collection.
- **Monument Policy:** The Monument Policy was passed in 2018 at the time of a private group's self-initiated work on the bronze monument in George Washington Memorial Park and the corresponding recognition of a gap in Town policy, specifically that public art does not necessarily include all monuments and not all monuments are public art. In light of updates to the Public Art Guidelines Resolution, this policy needed to be reviewed and harmonized with the former, and cross-references between the two inserted, and an updated version resulted.
- **Gift Policy:** In 2023 it came to Council and staff's attention that the Town lacks a policy to guide it when private citizens choose to make gifts to the Town. As staff worked through the two abovementioned policies, it made inherent sense to craft the contours of this needed, but missing, Town policy as well.

Ultimately, staff is presenting all three policies at once so the update is harmonized and their inter-relation is made clear. The Town Attorney worked closely with the Public Art Coordinator (who in turn worked with the Public Art Taskforce as appropriate) in updating these policies, and the drafts presented today are supported by both the Public Art Coordinator and Public Art Taskforce.

Analysis & Key Policy Questions.

Public Art Guidelines. The most notable updates to this existing policy are:

- *General Updates throughout the Resolution.*
 - Clarity that the principles expressed, the values embraced are the Town of Jackson's. The prior iteration of this policy lacked clarity on whether it was the Public Art Taskforce versus the Town versus Jackson Hole Public Art speaking or acting at places in the policy.

- In general lists, criteria, and the like have been edited for clarity, concision, and precision.
- *Duties.* The roles and responsibilities of the Public Art Coordinator, the Town, and the Public Art Taskforce have been defined. Jackson Hole Public Art – a cooperating and supportive non-profit that the Town values and works closely with – has been discharged of any formal role, as it is a separate entity.
- *Commissioning.* With respect to addition of public art to the Town’s collection, the types of commissions and the process for each has been clarified and streamlined.
- *Donations.* How public art may be proposed for donation to the Town and that it is distinct from the Town accepting gifts has been addressed, including that the policies cross-reference each other to provide guidance to staff and donors alike.
- *Policy for Removal of Art from the Public Art Collection.* A policy for removal, criteria for doing so, a procedure for doing so, and the disposition of art ultimately removed from the Public Art Collection has been established.
- *Attachments.* Unnecessary attachments (draft contracts for example) have been removed from the policy.

Notably, while these updates are critical to how this policy plays out among staff, the Public Art Taskforce, the Public Art Coordinator and, ultimately for the public, the substantive criteria have served the Town and these collaborators well and have not changed.

Monument Policy. The most notable updates to this existing policy are:

- *Relationship to the Public Art Guidelines.* A significant update to this policy is making it clear when the Public Art Guidelines are relied for guidance with respect to a monument proposal, and, simultaneously, that Monuments are not “public art.”
- *Simplification of Initial Proposal Review.* The previous policy had a four-step review process when, after playing out the process, a three-step initial review process is appropriate. The summary of the new process is as follows:
 - The Town Manager assigns a “lead department” to perform an evaluation of specific criteria relevant to the Town organization (staff resources, representation of community values, donor resources for the costs of long-term maintenance of the proposed monument, suitability of the site from a competing-use perspective and how the site current programmed uses may change/be impacted).
 - The Public Art Taskforce performs an evaluation of specific criteria relevant to the technical art-focused elements because it is the Town’s expert recommending body on such issues (site appropriateness with respect to its social, historical, and cultural context vis-à-vis the Monument Proposal; whether the design fits with local character, materials use, and is appropriately scaled; appropriateness with respect to scale, mass, design, and context with existing artwork within the proposed site vicinity; and, when appropriate, that the proposal meets or exceeds the Public Art Guidelines).
 - The Town Manager and Public Art Coordinator combine these distinct reviews and present the information for Town Council consideration under a specific ten-criteria list.

The process and public review of a proposal that does receive Town Council approval is unchanged.

Gift Policy. This policy is new. Highlights include:

- *Introduction.* This section, generally, acknowledges the significant value derived from community support, and that such support, whether from individuals, foundations, corporations, non-profit organizations, or service clubs, while simultaneously recognizing that the policy is necessary both to provide guidance to prospective Donors and their advisors when making Gifts to the Town and to ensure the Town appropriately evaluates proposed gifts, considering their impacts such as long-term maintenance and operational costs.
- *Definition of gifts.* The policy sets out a specific group of gifts the Town may accept, which are cash; tangible personal property, except for items that meet the definition of “public art” in the Public Art Policy or “monument” in the Monument Policy; securities; real property; remainder interests in real property; life insurance; life insurance beneficiary designations; retirement plan beneficiary designations; and bequests of any of the above property to the Town.

- *Review Process.* The policy allows the Town Manager to designate a lead department for a proposal, if it is needed, and sets out basic criteria for the lead department and the Town Attorney to work through for each type of gift.
- *Delegation to the Town Manager.* The decision to accept or reject a Gift is delegated to the Town Manager. However, the policy accounts for a situation where a Gift proposal will have significant local and community impacts that warrant public review, in which case the Town Manager may require the proposal be reviewed by the Town Council.
- *Valuation.* The policy places sole responsibility for establishing value for income, gift, and/or estate tax purposes on the donor.
- *Relationship to the Public Art Guidelines and the Monument Policies.* It is made clear that donations and proposals for Public Art and Monuments, as those terms are defined in the respective policies, are governed by those Town policies.

Possible Alternatives.

Council may choose:

- 1) Not to adopt one or more of the policies.
- 2) Direct staff to make changes to one or more of the policies.

Comprehensive Plan & Priority Alignment.

Section 8. Quality Community Service Provision. “Timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.” Specifically, the “provision of . . . social, cultural and recreational services is central to residents’ Quality of Life and a visitor’s experience . . .”

Fiscal Impact.

There is no direct fiscal impact of adopting these Resolutions, however, they do require staff when working through them for potential donations, gifts, proposals, etc. to account for the fiscal impacts of the specific donation, gift, proposal, etc.

Staff Impact.

The staff impact of these three resolutions was significant for the Town Attorney, taking, approximately, 100 hours in total. The Town Manager also spent, approximately, 3 hours on this item.

Attachments or Links.

- 1) Resolution 24-04 Public Art Guidelines
- 2) Resolution 24-05 Gift Policy
- 3) Resolution 24-06 Monument Policy

Suggested Motion.

I move to adopt Resolutions, 24-04, 24-05, and 24-06 for the Town of Jackson Public Art Guidelines, Gift Policy, and Monument Policy, respectively.

RESOLUTION 24-04

A RESOLUTION ESTABLISHING THE TOWN OF JACKSON PUBLIC ART GUIDELINES

WHEREAS, the Town Council acknowledges that public art creates a stimulating cultural environment that attracts people in and around our community, increases visitation to our community, and enhances resident connection to and participation in community culture; and

WHEREAS, public art has long been an integral part of the Town of Jackson, ranging from the iconic elk antler arches in the Town Square to more recent mural, sculpture, and amenity additions throughout the streets and parks of the Town; and

WHEREAS, on November 19, 2012 the Town Council adopted the first Public Art Guidelines, committing the Town, both with human and financial resources, to public art development and expansion; and

WHEREAS, on December 5, 2022, the Town Council approved Ordinance 1336 adding an art enrichment allocation to all eligible capital improvement projects and codifying the collection, aggregation, expenditure of art enrichment funds for public art within the Town; and

WHEREAS, the Town Council desires to recommit to public art and, by adoption of this resolution adopts the Town of Jackson Public Art Guidelines, attached hereto as Appendix A, and rescinds all previous public art resolutions setting guidelines; and

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, having duly met on April 15, 2024, at a Regular Town Council Meeting, which was properly noticed and open to the public, and having fully considered the matter at hand, that the Town of Jackson Public Art Guidelines are hereby amended as follows:

The Jackson Town Council adopts this Resolution 24-04, replacing the previous Town of Jackson Public Art Guidelines, with the updated Guidelines attached hereto as Appendix A.

PASSED, APPROVED, AND ADOPTED this 15th day of April, 2024.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST: _____

Riley Taylor, Town Clerk

TOWN OF JACKSON PUBLIC ART GUIDELINES

SECTION I: Overview

A. Introduction.

1. *What is Public Art.* Public art is art for everyone because it exists in public spaces. Public art is sculpture and murals, and can be functional items like manhole covers, paving patterns, and street furniture. Public art adds creativity to building facades, bus stops, wayfinding signage, gateways, parks, public buildings, and community spaces. It can be site-specific, functional, or stand-alone. What is unique about public art is the process under which it is created, where it is designed to be sited and what it means in that setting. Public art is created for the general public to enhance buildings and spaces and to reflect a sense of community.
2. *Why invest in Public Art.* Art in spaces open to the public is free and reaches a broad audience. It is intended to connect deeply and meaningfully with the public. When public art is seamlessly integrated into gateways, parks, municipal buildings, and private spaces it enhances how a place looks and feels. Public art at its best is compelling, beautifully crafted, transformational, and accessible. All of these benefits afforded by public art elevate the visibility of art in our community.
3. *History of Public Art in Jackson.* Public art is present in Jackson and can be seen in many public and private locations. It is diverse and represents a wide variety of styles and approaches. The Town Square's iconic Elk Antler Arches, built between 1953-1969, exemplify the power of public art. The removal of the arches would cause disruption to the identity of Jackson. It is their integration within the larger urban scheme that provides the community space with character and charm.
4. *Cultural Infrastructure.* Jackson is home to numerous art galleries, the National Museum of Wildlife Art, the Center for the Arts, the Jackson Hole Music Festival, and many arts and culture organizations that host art fairs, festivals, conferences, and auctions. The majority of these establishments and events showcase high quality artwork inside buildings and cultural spaces, while a smaller number exhibit artwork outside. While that number has been growing, Jackson's public art infrastructure is still maturing and public investment is necessary.

B. Comprehensive Plan. The Teton County/Town of Jackson Comprehensive Plan includes the following language in support of public art to promote Jackson as a cultural destination and enhance pedestrian space:

Managed Growth

Policy 3.2.e: Promote quality public spaces in Complete Neighborhoods Public spaces are the building blocks of vital Complete Neighborhoods. The Town will promote public spaces and civic facilities that are interesting, memorable, and reinforce the desired sense of community within Complete Neighborhoods. Integrating fine arts professionals in the design of projects will be encouraged in order to create unique and visually engaging public spaces—including sidewalks and walkways, parks, outdoor squares, landscaped areas and public art.

Strategy 3.2.S.7: Coordinate with a public art task force to write a public art plan for the community.

C. Purpose. The purpose of this policy is to set forth the Town's principles for integrating public art into public spaces, to establish roles and responsibilities for itself, the staff, and JH Public Art in that process, to set forth the funding parameters for public art,

Section II: Town of Jackson Principles for Integrating Art into Public Spaces

A. Integrating art into public projects and spaces offers our community shared experiences, animates public and private spaces, rejuvenates structures and streetscapes, vitalizes local businesses and public safety, and

creates a sense of belonging. The Town is committed to enriching our community through public art as set forth in the Art Enrichment Allocation ordinance.

- B. Principles that guide the Town's effort to increase public art are that the Town will:
 - 1. Integrate public art into eligible Town construction projects, as either stand-alone artworks or artworks integrated into the public construction project, as an inextricable part of the overall civic context in which the art is placed.
 - 2. Strive to create a diverse public art collection that illuminates the character, community, geography, history, and environment of the region and connects deeply and meaningfully with the public audience.
 - 3. Incorporate the Town's values of energy efficiency, environmental sensitivity, and environmental sustainability, as well as recognition of Jackson's unique environment and cultural heritage into commissions and calls for artists.
 - 4. Encourage private developers to integrate public art into new and existing developments to enhance community character.
 - 5. Partner with artists, galleries, and arts organizations to leverage their knowledge and resources as participants on selection panels and promoters of local artist opportunities.
 - 6. Support artist-driven public art installations, events, and performances to provide opportunities for local artists and increase the visibility of the creative workforce.
 - 7. Commit to hiring artists of the highest caliber whose work exemplifies excellence and shows mastery of skill, as well as follow national best practices when commissioning artists.
 - 8. Responsibly and appropriately fund and execute maintenance needs of the public art collection.

Section III: Duties of the Town of Jackson Public Art Coordinator

- A. The Public Art Coordinator role is hereby created and shall be appointed consistent with, and have the powers and duties provided in, this section.
- B. The Public Art Coordinator is an individual appointed by a majority of the Town Council to oversee the implementation of these Public Art Guidelines and the implementation of the Annual Art Public Plan. The Public Art Coordinator is any person deemed qualified by the Town Council, and may, but is not required to, hold the position of Director of Jackson Hole Public Art, a 501(c)(3) nonprofit organization.
- C. The Public Art Coordinator responsibilities include:
 - 1. Vision/Mission
 - i. Maintain and cultivate partnerships in order to integrate art into the local environment.
 - ii. Integrate takeaways relevant to public art from Town Council annual retreats.
 - 2. Program Administration
 - i. Manage the Town's existing public art collection and advance it by supporting and carrying out the Art Enrichment Allocation ordinance.
 - ii. Solicit reviews and comments, and apply for approvals for proposed works of art from the Town, County, and the PAT.
 - iii. Coordinate the roles and responsibilities of design professionals, artists, and general contractors for each public art project.
 - iv. Prepare and present the Public Art Plan annually to the Town Council by March 1.
 - v. Draft calls for artists and present them for review and consideration, as appropriate, to the PAT, Town and County department directors, and the Town Manager and County Administrator.
 - 3. Communications
 - i. Spearhead the Town and PAT community engagement, lead public outreach and public relations for public art, and facilitate public meetings relative to public art projects.
 - ii. Serve as the primary liaison between JH Public Art and the Town, as well as between JH Public Art, the Town, and the public, to communicate public art goals, objectives, and projects.
 - iii. Organize and chair the PAT meetings.
 - iv. Represent the PAT and Town at public forums relevant to public art.

- v. Present at Town Council, Board of County Commissioner, and other public agency meetings appropriate.
- 4. Fiscal Duties
 - i. Identify annual maintenance schedule as part of the annual Public Art Budget.
 - ii. Identify appropriate opportunities to apply for Special Purpose Excise Tax funding and present requests to the Town.
 - iii. Identify local, state, and federal funding opportunities and, as appropriate, prepare applications, coordinate approval for submittal, and administer awarded funds.
 - iv. Identify and recommend projects beneficial to the community that are not part of a Capital Improvement Project budget but that are located on Town of Jackson property.
- 5. Compliance
 - i. Coordinate with the Town Attorney to obtain legal guidance on public art activities and review of contracts.
 - ii. Coordinate with Town administration as necessary on fiscal/accounting compliance for projects.

Section IV: Duties of the Public Art Task Force (PAT)

- A. The PAT is hereby created and shall be appointed consistent with, and have the powers and duties provided in, this section.
- B. Members and Terms:
 - 1. The PAT shall consist of no more than seven members, all of whom shall be qualified electors of Teton County, Wyoming, and be appointed by a majority of the Town Council. The PAT will include one board member of Jackson Hole Public Art, and arts curator. Although no specific experience requirements shall be necessary as a prerequisite for other members, special consideration shall be given to culture representatives, artists, planners, architects, and local business owners. Members will serve three-year terms. Appointments shall strive to represent a diverse cross section of the visual arts field and the general community.
 - 2. All terms will be for three years. Any member who is absent from four or more meetings in a one-year period without being excused by a majority vote of the PAT, shall be considered no longer active and the position vacant. A new member shall be appointed to fill any vacancy.
- C. PAT Responsibilities:
 - 1. Review the Town's annual capital improvement plan and provide recommendations regarding incorporating public art into the projects, specifically including i) which projects to incorporate art into and ii) for those recommended for a public art component, how to best integrate the art and artist into the process.
 - 2. Provide ongoing guidance to the Public Art Coordinator during installation of new projects, including but not limited to artist selection process, selection criteria, project budget, and a list of prospective Selection Panel members.
 - 3. Serve as the professional recommending body to Town regarding public art, including recommendations for the public art collection regarding, as appropriate, i) adding new works to it, ii) restoration, conservation, maintenance of exiting works, iii) removal and relocation; vi) and budget estimates for i-iii.
 - 4. Appoint a member of the PAT to serve as a member on each selection panel for new works.
 - 5. As appropriate, request that the Town Design Review Committee review proposals for artwork that may have architectural or urban design implications and provide their recommendations to the PAT.
 - 6. Participate in an annual review of the Public Art Coordinator.

Section V: Duties of the Town of Jackson

- A. The duties of the Town of Jackson, and staff as delegated by the Town Manager, include:
 - 1. The duties and obligations set forth in Chapter 15.34 of the Jackson Municipal Code and coordination and information sharing with the Public Art Coordinator to execute the spirit and intent of the Chapter.

2. Within the first two months of each year, appropriate Town department directors provide a list of Capital Improvement Projects being considered for the following budget cycle and a corresponding public art allocation estimate for each to the Public Art Coordinator.
3. Acknowledge and credit the artist, JH Public Art, and the PAT in media releases, announcements, public documents, releases concerning the project, and the project dedication.
4. Review and consider, as appropriate, the guidance of the PAT and Public Art Coordinator as the professional recommending bodies to Town regarding public art.
5. Individual Town Department responsibilities:
 - i. The Town Manager shall attend PAT meetings quarterly or assign a designee and review the projects recommended by the PAT for inclusion in the Town of Jackson annual budget prior to the adoption of the budget.
 - ii. The Planning Director, or a designee, shall notify the Public Art Coordinator of significant developments taking place, specifically, gateways, parks, the downtown core, resort district, school district, and private developments with significant public space.
 - iii. The Public Works Department shall maintain public art that does not require technical expertise and is deemed part of a buildings' regular annual maintenance schedule.
 - iv. The Building Official and/or Town Engineer shall perform an informational review of public art construction documents and installation details to verify and ensure public safety.
 - v. The Town Attorney shall prepare and, if provided a draft by the Public Art Coordinator, review all Town of Jackson public art contracts.
 - vi. The Design Review Committee shall provide review of public art attached to capital projects within the zones identified in the currently adopted Land Development Regulations, the Downtown Design Overlay, and projects listed on the Jackson Historic Register.
 - vii. The Town Council shall review projects at key milestones.
 - viii. The Finance Director will maintain a restricted account for public art funds consistent with Jackson Municipal Code 15.34 and provide a report of available funds, at minimum, to the PAT within the first 2 months of each calendar year.

Section VI: Funding Overview

- A. *Public Funding.* Public funding for public art shall come from the Art Enrichment Funds pursuant to Jackson Municipal Code 15.34 and shall be allocated and expended in accordance with that law. Public funding for public art may also comprise appropriations from the Town additional to the obligations of Jackson Municipal Code 15.34 and voluntary allocations from private developers. These voluntary additional monies may be used to support public art generally, including, but not limited to, commissioning public art projects (whether permanent or temporary), maintaining the existing public art collection, and supporting the administrative costs of the public art collection and new projects.
- B. *Private Developer Funding and Projects.* Throughout the country, private developers are discovering that including artwork can enhance the overall quality of a project and give it a unique character, not achievable in other ways. Public art can stimulate private developments that are unique and contribute in a positive way to establishing a regional sense of place. Public art and cultural facilities in private developments can heighten the image and the value of a project and its income producing potential. Tenants like artwork and the identity it gives to a building. Public art in private developments in the Town meets the goals of the Jackson/Teton County Comprehensive Plan by promoting public spaces and civic facilities that are interesting, memorable, and reinforce the desired sense of community. In the Town of Jackson, the Public Art Coordinator will serve as a resource for private developers to utilize public art in new development projects.
- C. *Donations and Supplemental Sources of Funding.* JH Public Art is a non-profit that may on occasion, at its discretion, write grants and solicit funding, including grants, private donations, land, and in-kind services, to

support public commissions. In such cases, JH Public Art will take fiscal responsibility for the use of funds and reporting.

Section VII: Commissioning

A. *Process Guidelines*. The Town follows guidelines for the creation of public art, including the formation of an artist selection panel, the panel's procedure for selecting artists and artwork for specific sites, and the process for a project's acceptance into the public art collection. The Public Art Coordinator, in meeting the principles of the Town, shall oversee the development of goals and process for the selection, placement and maintenance of works of art. In initiating any public art project, the Public Art Coordinator shall:

1. Confirm the total project budget available for purchase of services and/or artwork, including installation costs.
2. Identify a site for the final location of art, consult appropriate departments early in the site process, obtain approval from appropriate departments prior to site finalization.
3. Identify the goals of the art project.
4. Determine which acquisition method, according to Section B Methods of Accession, is most appropriate based upon the project goals.
5. Establish a selection process that addresses the project, keeping in mind the importance of maintaining artistic integrity and encouraging public involvement in each selection process.
6. Select an artist and/or art purchase or commission for recommendation to the Town Council.
7. Present the PAT's final recommendation to Council via coordination with the Town Manager.

B. *Methods of Accession*. There are several ways that a work of art may be accessioned. The selection criteria listed in subsection C of this Section apply to all works, regardless of the particular accession method used to bring a piece to the Town collection. When funds become available to accession art, the Town may use one of several processes, including requests for qualification, requests for proposals, and direct purchase. In addition, artwork may be added to the collection through donation. The choice of accession method shall be determined by the PAT.

1. Request for Qualifications. In a Requests for Qualifications, artists are invited to submit their qualifications. A "Call to Artists" is advertised within a designated region (local, regional, national, international, etc.) inviting all artists within the region to submit qualifications. The selection panel will consist of arts professionals and enthusiasts, neighborhood residents of the proposed site, general community members, appropriate department directors (e.g., Public Works, Planning and Building, Parks and Recreation, etc.), and one representative of the PAT. The makeup of the panel will strive to include individuals with a background or interest in visual art, design, and the built environment.
2. Request for Proposals. The Town may choose to invite one or more artists and pay them an appropriate fee to submit site-specific proposals. The Public Art Coordinator and the PAT will prepare a Request for Proposals, outlining all of the details of the opportunity, including site details, criteria to be met, timeline, budget, scope, and legal information.
3. Direct Purchase. The PAT may recommend purchasing a piece of existing art, from a gallery or dealer, from a private individual or from the artist directly. Such recommendations shall conform to the criteria in subsection C below.
4. Donations. At times civic-minded citizens may wish to contribute to the public art collection. They may do so by directly contributing funds to purchase a work of art or commissioning a work of art to be donated to the Town. Refer to subsection D of this Section for information regarding donations of art, the Town of Jackson Monument Policy with respect to monuments, and the Town of Jackson Gift Policy regarding other types of donations.

C. Artwork/Artist Selection Criteria.

1. These criteria are the minimum standards upon which the PAT shall make a recommendation to the Town Council. Additional criteria may be established by the PAT in response to a project's particular requirements and context.
 - i. Aesthetics. The PAT shall seek artwork of the highest quality in terms of timelessness of its vision, design, and integrity. Commissioned and acquired artwork will strive for the highest quality to complement Jackson's built and natural environment.
 - ii. Context. The PAT shall, in its deliberations, give due consideration to the appropriateness of the proposed project in terms of scale, materials, content, and design with respect to its immediate and general, social, and physical context.
 - iii. Public Safety. The PAT shall evaluate artwork to ensure that it does not present a hazard to public safety.
 - iv. Maintenance. The PAT shall give due consideration to structural and surface soundness, and to inherent resistance to theft, vandalism, weathering, and excessive maintenance or repair costs.
 - v. Electrical and Mechanical Considerations. All electrical, mechanical, and engineering components must be stamped by a licensed engineer. Upon completion, a stamped as-built drawing may be required from the Building Official.
 - vi. Public access. The PAT shall consider whether the public will have free access to the artwork, consider the visibility and accessibility of artwork for people with disabilities, and ensure the artwork is accessible to everyone.
 - vii. Diversity. The PAT shall actively seek diversity in style, scale, media, and numbers of artists represented. A wide range of expressions from metaphorical, allegorical, and narrative work will be encouraged in addition to artwork which is stunning in material, form, color, pattern, and context.
 - viii. Reproductions. The following non-artistic items do not qualify in the selection of artwork: Reproductions of original works of art; decorative, ornamental, or functional elements which are designed by the architect or consultants engaged by the architect as opposed to an artist commissioned for this purpose; those elements generally considered to be components of a landscape architectural design except when elements are designed by the selected project artist and are an integral part of the project artwork; "art objects" which are mass-produced of standard design; directional or other functional elements such as super-graphics, signs, color coding, or maps.
2. In addition to the affirmative criteria above, elements public artworks should avoid include, but are not limited to:
 - i. Sharp edges, points, projections, or pinch-points which may cut, puncture, or cause injury by impact, catch passing pedestrian clothing or entrapment of limbs.
 - ii. Overhead parts which present a hazard to pedestrian traffic. Artwork should follow minimum sign height requirements in areas where pedestrian traffic is likely.
 - iii. Trip hazards and slippery surfaces if set into sidewalks or flooring.
 - iv. Unsafe climbing opportunities for children/adults.
 - v. Obstruction of any traffic control device.
 - vi. Cynical, pornographic, and otherwise obscene artwork that is not appropriate for public display.

D. Donations.

1. Donations of art may benefit the public art collection. Works are accepted based on a review of a specifically convened selection panel composed by the Public Art Coordinator and including the PAT and

any additional professionals needed to review the proposed gift in accordance with the guidelines in this Section. The procedure for donating works of art includes:

- i. Donor initially contacts the Town, who refers them to the Public Art Coordinator to facilitate consideration on the requested donation.
 - ii. Completion of a gift of art disclosure form (to be provided by the Town upon request), submission of which must be accompanied by photos, slides, video(s) or other viable representations of the work, documentation of ownership (provenance through bill of sale, title, deed, etc.), information concerning the care and maintenance of the work of art, and a declared value.
 - iii. Review of the gift of art disclosure form and accompanying information, including any follow up information requested, by a selection panel.
 - iv. Analysis by the Town Attorney to determine if the donation violates any statutes, or regulations of Town policy on the acceptance of gifts.
 - v. A final recommendation to the Town Council regarding acceptance or rejection of the work of art by the selection panel.
2. The Town may require(s) a maintenance endowment.
 3. In addition to the guidelines of subsection C of this Section, the PAT will consider the below additional criteria for donations:
 - i. Originality of artwork. The work of art must be one-of-a-kind or part of any original series. Reproductions of original works of art are not considered eligible for acceptance.
 - ii. Restrictions from the donor. Any restrictions that will have to be honored by the Town must be clearly identified.
 - iii. Appropriateness of a proposed or chosen site for the artwork. Materials, theme and scale of the work of art will be evaluated relative to any site identified by the donor or relative to a site identified by the Town.
 - iv. Artistic Excellence. The proposed gift of art must contribute an aesthetic benefit to the Town's art collection.
 - v. Technical feasibility. The practical ability for the proposed works of art to be sited, and/or installed. Careful consideration will be made concerning the current condition of any artwork whereby works of art requiring considerable and/or immediate maintenance or conservation will only be accepted in rare cases. The installation detail must be provided by the donor and approved by a structural engineer. The costs associated with engineering review will be borne by the donor.
 - vi. Relationship to the collection as a whole. The commission is committed to developing a diverse art collection. The proposed gift will be evaluated based upon its enhancement and its diversity with that of the overall art collection of the Town.
 - vii. Vandalism and safety. The artwork cannot be prone to pose a safety hazard to the general public and will not be prone to vandalism. Requirements placed upon the donor, to rectify such, may be made by the Panel.
 - viii. Maintenance and preservation. The Donor shall include, as part of the Panel overview, a technical and maintenance record including a plan for routine expense estimates. Further, the Donor must indicate if there are any unusual maintenance costs associated with the artwork.
 - ix. Timeline. The commission will determine if the proposed timeline is acceptable.
 - x. Shipping: The donor shall pay for shipping and handling and the hiring of a professional installer. Public Works and/or Parks and Recreation may provide in-kind support if directed by the Town Council.
 - xi. Naming: Naming shall comply with the Town of Jackson Naming Policy and, as part of their agreement, will coordinate with a donor on naming and donor recognition.

Section VIII: Maintenance

- A. The Town owns all works of art created or acquired with Art Enrichment Funds and all those accessioned into the public art collection, among others. All artists selected for commissions, donors seeking to donate art to the Town, and the PAT if recommending a direct purchase will be required to submit a detailed maintenance plan and maintenance schedule as part of their contract, donation, or recommendation, respectively. All contracts shall provide that the artist(s) will guarantee the work for the first year after it has been commissioned. If the work of art is a gift of a pre-existing work of art, the donor will include a documentation of all maintenance work done to date and a schedule of future maintenance, and the Town may request maintenance funding with the donation of the artwork.

Section IX: Removal of From the Public Art Collection

- A. *Removing Art from the Public Art Collection Generally.* The Town recognizes that over time there may be reasons to remove artworks from the Public Art Collection. Removing art is considered only after careful and impartial evaluation of artworks within the context of the collection. At the beginning of the process, the Public Art Coordinator makes reasonable efforts to notify any living artist whose work is being considered for removal from the collection. Decisions related to removal are made by the Town Council after recommendation from the PAT, according to the below guidelines:
1. The PAT may, from time to time, recommend removal of artworks for the betterment of the collection. In considering a work or group of works for removal, it is paramount that the PAT be aware of its role as an advisor on the public art collection for the benefit of the public.
 2. Generally, works of art are acquired for perpetuity and not with the thought of removal. At issue is the Town's responsibility to the community, the public, and potentially donors.
 3. Works of art in the collection should be retained permanently if they continue to be useful to the purposes and activities of the community and the public art collection overall, if they continue to contribute to the integrity of the collection, and if they can be properly preserved, used and exhibited.
- B. *Criteria for Removal from the Public Art Collection.* Works of art may be removed from the collection when conditions require or when such action would improve or refine the public art collection. Reasons for removal may include, but are not limited to, situations where:
1. The use of the site has changed, the artwork is no longer appropriate, and the artwork cannot be reasonably protected or maintained.
 2. The artwork's annual maintenance cost is deemed excessive.
 3. The artwork has been damaged beyond reasonable repair.
 4. The artwork requires extensive conservation or restoration that is cost prohibitive.
 5. The artwork is deemed inappropriate or requires removal because of new developments in the direction of the public art collection.
 6. The artwork was commissioned or accepted with the provision or understanding that it was to have a limited lifecycle or installation period.
- C. *Procedure for Removal from the Public Art Collection.* Removal of any work of art or group of works from the public art collection is based on a written recommendation of the PAT. The recommendation must specify reasons for the removal.
- D. *Manner of Disposition.* Town policies, ordinances, and state regulations apply when removing Town property and, after confirmation of such compliance, the manner of disposition may occur in the following ways:
1. Artworks that were commissioned or accepted into the public art collection as site-specific works may be destroyed in lieu of being sold or reinstalled at an alternative site. This process is known as decommissioning. Generally, site-specific works are created for a specific location and are not appropriate for relocation.

2. In rare instances, the PAT may recommend reinstallation of artwork if its integrity and original intent or purpose can be preserved. When possible, this is done with the cooperation and supervision of the artist or the artist's estate. Didactic signage is installed at the site, explaining that the work has been re-sited and providing information related to the original site, commission, and intention.
3. Objects removed from the collection may be placed in an institution where they serve a similar purpose to that for which they were originally acquired.
4. Regarding sale or trade of artworks, the PAT offers the right of first refusal to the artist, if still alive, and/or the original donor if the artwork was a gift to the Town. In the case of artwork by a living artist, an exchange may be made if appropriate.

E. *Use of Net Proceeds from Removal.* Net proceeds from the sale of objects removed from the collection (i.e., the proceeds of the disposition less all related expenses) must comply with the law.

F. *Records.* Records shall be maintained in accordance with the Wyoming Public Records Act. Conditions and circumstances of any removal are entered in the Town's records. If possible, a file on the object is retained, including object and donor history, photographs, conservation/restoration records, appraisals, and other relevant records.

Section X: Glossary

Capital Improvements Plan. An annual plan adopted by the Town of Jackson in conjunction with the Town's annual budget. The Capital Improvement Plan contains a list of individual Capital Improvement Projects to be implemented within a given fiscal year.

Capital Improvement Project. An individual project contained within the Town of Jackson's Capital Improvements Plan, which may or may not include a public art component.

Creative Placemaking. Involves partners from public, private, nonprofit, and community sectors to strategically shape the physical and social character of our community around arts and cultural activities.

Public Art Collection. All works of art which stand alone or are integrated into the built environment and are owned by the Town.

Selection Panel. A group of individuals appointed for the purpose of reviewing bids in response to a Call for Artists. The Town Council may appoint the Selection Panel or delegate appointment to the Public Art Taskforce.

Public Art Fund. Funds restricted to the use of commissioning new public art, maintaining existing art, and paying for public art administration services, including but not limited to Art Enrichment Funds, as that term is defined in Jackson Municipal Code 15.34.

RESOLUTION 24-05

A RESOLUTION ESTABLISHING THE TOWN OF JACKSON GIFT POLICY

WHEREAS, the Town Council acknowledges that significant value derived is from community support, supporting existing Town budgets to enhance resident and visitor experiences with high quality community facilities; and

WHEREAS, gifts from community members has long been an integral part of the Town of Jackson; and

WHEREAS, the Town Council desires to memorialize its appreciation of gifts to the Town, provide guidance to prospective donors to the Town, and ensure the Town appropriately evaluates proposed gifts; and

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, having duly met on April 15, 2024, at a Regular Town Council Meeting, which was properly noticed and open to the public, and having fully considered the matter at hand, that the Town of Jackson Gift Policy is hereby created as follows:

The Jackson Town Council adopts this Resolution 24-05, creating the Town of Jackson Gift Policy attached hereto as Appendix A.

PASSED, APPROVED, AND ADOPTED this 15th day of April, 2024.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST: _____

Riley Taylor, Town Clerk

TOWN OF JACKSON GIFT POLICY

SECTION I: INTRODUCTION, POLICY, AND PURPOSE

A: Introduction. The Town of Jackson is a municipal corporation that can receive Gifts to support its programs and services. The Town acknowledges the significant value derived from community support, and that such support, whether from individuals, foundations, corporations, non-profit organizations, or service clubs, can supplement the Town's annual capital and maintenance budgets to enhance current services and facilities. Recognizing these contributions enhance the quality of life for both residents and visitors, the Town expresses appreciation for the generosity of those who champion community improvements.

B: Policy. The policy of the Town is to have a fair and transparent process to accept appropriate Gifts to the Town. This policy governs the acceptance of Gifts by the Town, providing guidance to prospective Donors and their advisors when making Gifts to the Town and ensuring the Town appropriately evaluates proposed Gifts, considering their impacts such as long-term maintenance and operational costs. This Policy applies to all proposed Gifts to the Town unless otherwise designated by the Jackson Municipal Code, preempted by State or Federal law, or the proposal falls under a different Town policy.

C: Purpose. The purpose of this Policy is to establish criteria and guidelines for the consideration of Gifts to ensure their appropriateness for the Town.

SECTION II: DEFINITIONS

Donor means an individual or legal entity making a Gift to the Town.

Gift means the giving, by a Donor, of cash; tangible personal property, except for items that meet the definition of “public art” in the Public Art Policy or “monument” in the Monument Policy; securities; real property; remainder interests in real property; life insurance; life insurance beneficiary designations; retirement plan beneficiary designations; and bequests of any of the above property to the Town.

Gift Agreement means an agreement between the Town and the Donor that details any restrictions on a Gift as well as any respective obligations of the Donor and the Town.

Lead Department means the Town of Jackson department so designated by the Town Manager upon a Gift proposal submission.

SECTION III: REVIEW AND ACCEPTANCE PROCESS

A. The Town Manager may designate a Lead Department for Gift proposals at the time of submittal. It is recommended that the Donor meet with Town officials to discuss the Gift, to review this policy, and to disclose any restriction or conditions upon the Gift proposed by the Donor.

B. The Lead Department Director and the Town Attorney, or their respective designees, review the Gift proposal using the following criteria as applicable to the type of Gift being proposed:

1. *Cash*. Cash is acceptable in any form.
2. *Tangible personal property, except for items that meet the definition of “public art” in the Public Art Policy or “monument” in the Monument Policy*. Acceptance of Tangible personal property Gifts shall be considered considering whether it i) furthers an identifiable mission or goal of the Town, ii) is marketable, iii) comes with restrictions by the Donor, and iv) comes with costs for the Town and the extent of those costs.
3. *Securities*. The Town may accept publicly traded securities as allowed under law and, if not permitted under the law, may accept the cash value of the securities.

4. *Real property and Remainder interests in real property.* Gifts of real estate may include developed property, undeveloped property, or Gifts subject to life interests. Prior to the acceptance, the Town shall consider i) an environmental review to ensure that the property has no environmental damage and does not require remediation; ii) that the Town has use for the property; iii) that it is marketable, iv) whether it comes with restrictions by the Donor or is subject to easements or other encumbrances; v) whether it has associated carrying costs such as insurance, repair/restoration, stewardship fees, mortgages, or other liens and whether the Donor is paying the expenses.
 5. *Life insurance or retirement plan beneficiary designations.* The Town may be designated as beneficiary or contingent beneficiary.
 6. *Life insurance and bequests of any of the above property to the Town.* The Lead Department and Town Attorney, or their respective designees, will discuss potential bequests with the Donor to ensure compliance with this Policy and relevant laws.
- C. The Lead Department Director and the Town Attorney, or their respective designees, recommend acceptance or rejection of the proposed Gift to the Town Manager, or their designee, based on these criteria.
 - D. The decision to accept or reject a Gift is delegated to the Town Manager. If a Gift proposal will have significant local and community impacts that warrant public review, the Town Manager may require the proposal be reviewed by the Town Council.

SECTION IV: VALUATION AND IRS REQUIREMENTS

- A. The Town requires that the Donor secure and pay for an appraisal if required. The Donor will have sole responsibility of establishing value for income, gift, and/or estate tax purposes. The Town is not qualified to appraise, value, or otherwise identify or catalog Gifts and does not hold itself out to be so qualified.

SECTION V: EXCLUSIONS AND LIMITATIONS

- A. Donations and proposals for Public Art and Monuments, as those terms are defined in the respective policies, are governed by those Town policies.
- B. Corporate Gifts shall not constitute an endorsement of or by the Town of Jackson. Gifts implying or suggesting commercial advertising or solicitation will typically not be accepted. The Town Naming Policy should be consulted with respect to naming conventions.
- C. Upon acceptance of a Gift, the gifted property becomes the property of the Town of Jackson; disposal, sale, or other actions related to the Gift shall be made by the Town.
- D. The Town will not engage in quid-pro-quo exchanges with Donors whereby the Donor is given a benefit because of their Gift to the Town when the benefit would not otherwise be available to them. The Town will consider all the facts and circumstances surrounding any Gift to determine whether there is the appearance of an improper quid-pro-quo exchange between the Town and the Donor. The Town may reject any Gift if there is the appearance of an improper quid pro-quo exchange.

SECTION VI: FORMS

- A. Donation Proposal Form
- B. Donation Receipt

Riley Taylor
Town Clerk Town of Jackson
150 E Pearl Ave
PO Box 1687
Jackson, WY 83001



**GIFT PROPOSAL FORM
TOWN OF JACKSON**

TELEPHONE · (307) 733-3932
FAX · (307) 739-0919
E-MAIL · clerk@jacksonwy.gov
www.jacksonwy.gov

Form should be completed and submitted to the Town Clerk. Please attach any supporting information as needed.

Date: _____

Contact Person: _____

Address: _____

Phone: _____ Email: _____

Gift Type:

_____ Cash	_____ Remainder Interest in Real Property
_____ Beneficiary Designation	_____ Life insurance
_____ Real Property	_____ Tangible Personal Property
_____ Securities	_____ Bequest

Gift description: _____

Location (If applicable, where is the proposed Gift property)? Maps and/or photos are encouraged. Please be specific):

Value of Gift: _____

As the Donor, I have read and understand the Town of Jackson Gift Policy. My signature indicates the desire for the proposed Gift to be considered by the Town of Jackson.

Donor Signature: _____ Date: _____



Town of Jackson Gift Receipt

This is to confirm that on _____ of 20____ the Town of Jackson received from _____ of _____ the following gift:

_____ Cash	_____ Remainder Interest in Real Property
_____ Beneficiary Designation	_____ Life insurance
_____ Real Property	_____ Tangible Personal Property
_____ Securities	_____ Bequest

No goods or services were provided by the Town of Jackson in return for the gift.

The Town sincerely appreciates your gift.

Tyler Sinclair
Town Manager
Town of Jackson

RESOLUTION 24-06

A RESOLUTION ESTABLISHING THE TOWN OF JACKSON MONUMENT POLICY

WHEREAS, the Town Council acknowledges that permanent installations, such statues, tributes, fountains, memorials, or gardens among others, creates an inviting public environment that attracts people in and around our community and enhances resident connection to and participation in community culture; and

WHEREAS, these types of permanent installations – monuments - have long been a part of the Town of Jackson, and on November 19, 2018 the Town Council adopted its first Monument Policy, setting standards for creation, evaluation, and processes for monument development, maintenance, and expansion; and

WHEREAS, the Town Council desires to update its Monument Policy and, by adoption of this resolution adopts the Town of Jackson Monument Policy, attached hereto as Appendix A, and rescinds all previous monument policies; and

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, having duly met on April 15, 2024 at a Regular Town Council Meeting, which was properly noticed and open to the public, and having fully considered the matter at hand, that the Town of Jackson Monument Policy is hereby amended as follows:

The Jackson Town Council adopts this Resolution 24-06, replacing the previous Town of Jackson Monument Policy, with the updated Monument Policy attached hereto as Appendix A.

PASSED, APPROVED, AND ADOPTED this 15th day of April, 2024.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST: _____

Riley Taylor, Town Clerk

TOWN OF JACKSON MONUMENT POLICY

SECTION I: INTRODUCTION, POLICY, AND PURPOSE

A: Introduction. The Town of Jackson may, from time to time, decide to install permanent Monuments, as defined herein, on Town of Jackson property to commemorate persons or events of note, or to otherwise convey the Town's position on various topics. This is Government Speech. By placing Monuments on Town property, the Town intends only to engage in Government Speech and does not intend to open a public forum for free speech activity.

B: Policy. The policy of the Town is to have a fair and transparent process to add appropriate new Monuments to the Town and to preserve and retain the character and quality of existing Monuments.

C: Purpose.

1. The purpose of this Policy is to establish criteria and procedure for the installation of Monuments on Town property deemed by the Town to be appropriate to serve as the site for a Monument and to preserve, relocate, and retain existing Monuments. In doing so, the Town recognizes the following considerations:
 - i. Monuments provide meaningful and educational connection to the Town's history and future.
 - ii. The Town has limited funds to maintain Monuments.
 - iii. The number of locations appropriate for Monuments is limited.
 - iv. Maintaining open space that is accessible and welcoming to all people is a shared community value.
 - v. Installing new Monuments and redesigning existing Monuments can profoundly impact the community's social, natural, and built environment.
2. Based on the foregoing, it is important that the placement of Monuments be limited to circumstances of the highest community-wide importance, both to maintain the significance of such Monuments and to minimize conflicts with the active and variable use of public spaces.
3. The Town reserves the right, in its sole discretion, to reject a Monument Proposal, as defined in Section II, and to determine the appropriate site for any Monuments even if a Proposal meets the criteria described in this Policy.

D: Donations.

1. The Town is a municipal corporation and can receive private donations to support various programs and services. The Town can accept donations in accordance with this Policy and encourages donations that include the cost of acquisition, installation, short- and long-term maintenance, insurance, and other associated costs. The Town also accepts donations for public art via the Public Art Guidelines and for items not falling within the definitions of Monuments or Public Art via its Gift Policy.
2. Once the Town accepts a Monument on Town property, the title transfers to the Town and the Town reserves the right to relocate, remove, and control all aspects of the Monument in perpetuity.
3. At its discretion the Town Council may share in the cost of a Monument, however the donor must demonstrate its ability to fund its Monument exclusive of any public funds provided.

SECTION II: DEFINITIONS

Conservation Plan. A plan created by a qualified conservator with expertise and training in caring for fine art, outlining the maintenance for the lifespan of the installation, to include, at minimum, cleaning, repair, insurance, cost of Town staff time to perform these tasks and the hiring outside experts.

Lead Department. The Town of Jackson department so designated by the Town Manager upon a Monument Proposal submission.

Maintenance. Maintenance is the act of preserving an original Monument's purpose, character, condition, materials, and design in its original location. Maintenance may or may not be in accordance with a Conservation Plan, depending on whether such a plan was created for the Monument being maintained.

Monument. A statue, marker, or other similar permanent installation to express Government Speech, the design, scale, materials, and technical specifications of which are approved by the Town, and which is installed by the Town, on Town property. Monuments may be in various forms including statues, tributes, fountains, memorials, or gardens among others.

Monument Proposal. A submission from a member of the public or group requesting the installation of a new Monument (whether prefabricated or not), the relocation of an existing Monument within the Town or from without the Town, or the redesign, as that term is defined herein, of an existing Monument within the Town.

Park Amenity. Park improvements that contribute to the traditional use of park land, including but not limited to benches, play structures, picnic tables/shelters, sport facilities, trails, small plaques, and the like.

Public Art Collection. The Public Art Collection as set forth in the Public Art Guidelines

Public Art Coordinator. The Public Art Coordinator as set forth in the Public Art Guidelines.

Public Art Task Force. Public Art Task Force as set forth in the Public Art Guidelines.

Town of Jackson Public Art Guidelines – The Town of Jackson guidelines of process and procedure for public art in the Town of Jackson, as set forth in Resolution 24-05, as the same may be rescinded and replaced.

Town Square. The Town Square is the portion of George Washington Memorial Park bound by the log-rail fence surrounding the Park.

Redesign. The process of re-envisioning a Monument in its existing location with a new design and aesthetic changes that include but are not limited to scale, materials, character, and/or concept. The Redesign of an existing Monument triggers the Review Process set forth in Sections IV and V.

SECTION III: GOVERNMENT SPEECH

- A. Appropriate Topics for Monuments. The Town may install or accept Monuments on Town property as a form of Government Speech as Town recognition of significant events or people or to provide educational information from the Town on topics approved by the Town. This includes:
1. Recognition of individuals or groups who made a substantial impact on the Town or Teton County, Wyoming;
 2. The Town's position on topics of interest to the community, as determined by the Town Council;
 3. The history of the Town of Jackson, the state of Wyoming or the United States of America;
 4. Historical or cultural influences on the Town or the Greater Yellowstone Ecosystem;
 5. Native flora, fauna and wildlife of Jackson, Wyoming and/or of the Greater Yellowstone Ecosystem;
 6. Local innovation or creativity that has contributed to Town's growth and prosperity; and
 7. The Town's core goals, as determined by the Town Council.
- B. The Town shall not place Monuments on Town property which promote, favor, or oppose religion or an individual religion nor which would appear to a reasonable person that the Town is promoting, favoring, or opposing religion or an individual religion.

SECTION IV: REVIEW OF MONUMENT PROPOSAL

- A. Town Manager. The Town Manager may designate a Lead Department for Monument Proposals at the time of submittal. It is recommended that the proposer meet with Town officials to discuss the Proposal, to review this Policy, and to disclose any desired restrictions or conditions upon the Proposal.
- B. Lead Department Director. The Lead Department Director and the Town Attorney, or their respective designees, review the Monument Proposal using the below criteria and send a report to the Public Art Task Force setting forth their conclusions with regard to each criterion.
1. Feasibility with respect to the Town's ability to direct staff resources, time, and any other necessary Town resources to the Monument Proposal;
 2. Representation of the Town's community values and sensitivity to the community at large.
 3. If memorializing an event, the event took place at least ten (10) years ago;
 4. If the proposal is a donation to the Town, the donor:
 - i. Pays for all necessary plans, documents, and fees for code reviews and permit issuances, including but not limited to environmental, electrical, building, fire, and structural codes;
 - ii. Pays for all costs associated with creating a Scope of Work, the project management, review, design, fabrication, installation and the short- and long-term Monument Maintenance and Conservation Plan costs, all as set forth in Attachment 1; and
 - iii. Demonstrates their ability to fund these costs.
 5. Suitability of the site relative to existing and any planned architectural, natural, and landscape features;
 6. Generation of positive and negative environmental impact(s);
 7. Safety for public interaction and creation of security issues;
 8. Diminishment of the site's current and anticipated programmed and spontaneous activities;
 9. If applicable, compliance with the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*, as amended; and
 10. Overall impact on the staff, equipment, and budget resources of the Lead Department.
- C. Public Art Task Force. The Public Art Task Force reviews the proposed Monument to ensure:
1. Appropriateness of the proposed site with respect to its social, historical, and cultural context vis-à-vis the Monument Proposal; and
 2. There is geographic justification for locating the particular Monument at the particular site;
 3. The design fits with local character, materials use, and is appropriately scaled to the site and location overall;
 4. It contributes to the aesthetic quality of the site by adding to identity and ambiance;
 5. It is structurally sound, requires little maintenance, and is inherently resistant to theft, vandalism, and weathering;
 6. If applicable, it is appropriate in scale, mass, design, and context with existing artwork within the proposed site vicinity; and
 7. If appropriate, meets or exceeds relevant Town of Jackson Public Art Guidelines.
- D. Public Art Coordinator. The Public Art Coordinator collates the reviews from the Lead Department and the Public Art Task Force and provides a recommendation to the Town Manager for approval, denial, or to allow resubmission with recommended changes of the Monument Proposal.
- E. Town Council. The Town Manager, with the assistance of the Public Art Coordinator, presents the Monument Proposal to the Town Council. The Town Council approves, denies, or allows resubmission of the Monument Proposal with recommended changes based on the criteria set forth in Section V.

- F. The Town Council approval allows the Monument Proposal to enter the public process outlined in Attachment 1 of this Policy, wherein Town Council and the public have further review opportunities. Such approval does not authorize construction or installation of the Monument on Town property and does not authorize the expenditure of public funds for the Monument being proposed.

SECTION V: TOWN COUNCIL REVIEW

- A. No Monument Proposal may proceed to proposal development, design, fabrication, or installation without Town Council approval. Such determination is within the sole discretion of the Town Council, and the Town Council may deny a Monument Proposal even if it determines in its sole discretion that the Monument Proposal meets the following criteria. In order to approve a Monument Proposal, however, the Town Council must determine the Proposal complies with each of the following criteria:
 - 1. The Monument Proposal meets or exceeds the Town of Jackson Public Art Guidelines.
 - 2. The Monument Proposal represents broad community values.
 - 3. If memorializing an event, the event is significant enough to merit honor by a permanent Monument.
 - 4. There is geographic justification for locating the particular Monument at the particular site.
 - 5. The proposed site is appropriate with respect to its social, historical, and cultural context.
 - 6. If there is a donor, the donor funds all project costs as set forth in Section IV of this Policy.
 - 7. The Monument Proposal enhances the site without unreasonably diminishing the site's current offering of programmed and spontaneous activities.
 - 8. If any, the change in use of the site by the Monument Proposal is appropriate and contemplated as part of the Lead Department's long-range plan.
 - 9. The Monument Proposal contributes to the aesthetic quality of the site by adding to identity and ambiance.
 - 10. The Monument Proposal is appropriate in scale, mass, design, and context vis-à-vis existing and planned architectural, natural landscape features, and, if applicable, vis-à-vis existing artwork within the proposed site vicinity.

SECTION VI: FINAL DECISION AND APPEAL

- A. The final decision to approve, deny, or allow resubmission a Monument Proposal with recommended changes is wholly within the discretion of the Town Council and no individual or organization has any right to make any improvement or place any items on Town property, regardless of whether a Proposal meets the Approval Criteria set forth in Section VI.
- B. There is no appeal from the Town Council's final decision.

SECTION VII: EXCLUSIONS AND LIMITATIONS

- A. The following are excluded from this Policy:
 - 1. Park Amenities as defined herein;
 - 2. Temporary Installations;
 - 3. The Aspen Hill Cemetery; and
 - 4. Temporary holiday displays falling within the Town of Jackson Holiday Display Policy.
- B. The following limitations apply to this Policy:
 - 1. The Town will not accept or consider Monument Proposals for new Monuments in the George Washington Memorial Park.

ATTACHMENT 1

1. Donor and Lead Department Meeting: The donor and Lead Department discuss, at minimum, the following preliminary matters:
 - a. The Monument design concept;
 - b. The anticipated Town permits (including electrical, building, etc.) required by the Monument Proposal and the Town of Jackson Land Development Regulations applicable to the Monument Proposal;
 - c. The anticipated community benefits of and concerns about the location and preliminary design;
 - d. The criteria in Section VI Town Council Review of the Town of Jackson Monument Policy;
 - e. The components of the Paragraph 3 Scope of Work of this Appendix;
The components of the Paragraph 2 Budget of this Appendix; and
 - f. A community engagement plan.
2. Budget: The project budget must detail the donor's plan to fund the:
 - a. Scope of Work;
 - b. Community engagement plan;
 - c. Artist fees;
 - d. Specialized consultant and professional fees (including but not limited to, the architect, historian, landscape architect, engineer(s), fabricator(s), and conservator);
 - e. Insurance;
 - f. Long-term maintenance; and
 - g. Cost of a Project Manager, who is either:
 - i. A professional project manager with public art and construction management experience sufficient to oversee the particular project; or
 - ii. The Public Art Coordinator.
3. Scope of Work:
 - a. The Scope of Work must include:
 - i. Project Description – the artist job description;
 - ii. Art Goals/Criteria – the predetermined objectives of the project;
 - iii. Location Description – the rationale for the project site and its defined size and massing limitations;
 - iv. Budget – the funds available for concept development, final design, fabrication, and installation;
 - v. Eligibility – what artists can apply and the minimum qualifications;
 - vi. Materials – specification of media, style and size;
 - vii. Application Requirements – images of prior works, resume, letter of interest, and three (3) references;
 - viii. Artist Selection Process – definition, timeline, and expectations;
 - ix. Disclosures – legal and contractual information; and
 - x. Project Timeline – a list of key milestones, specifically including the deadline to submit Request for Qualifications, the site visits, and the deadlines for concept development, final design, technical review, project fabrication, final inspection, staging, and project installation.
 - b. The Project Manager develops and issues the Scope of Work.

4. Artist Selection:
 - a. The Project Manager reviews responses to the Scope of Work and presents the responses to the Selection Panel.
 - b. A Selection Panel, defined as a group comprised of the members of the Public Art Task Force, the Monument donor, the Lead Department Director or their designee, and any technical experts deemed necessary by the Project Manager, selects the artist by majority vote.
5. Concept Development and Design Review:
 - a. The artist designs the Monument based on the parameters of the Scope of Work.
 - b. The artist provides the following materials to facilitate the conceptual design review process:
 - i. A three-dimensional model of the Monument or a complete drawing of the two-dimensional Monument and photographs that demonstrate the relationship of the Monument to the surrounding architecture and/or site;
 - ii. A site plan that shows the proposed location of the Monument, a photograph of the proposed installation site and the surrounding environment; and
 - iii. Material samples for the Monument and relevant construction materials.
 - c. The Project Manager organizes and hosts, at minimum, two (2) community engagement events to present the conceptual design and solicit input from the community.
 - d. The artist refines the design based on the community input and, in cooperation with the Project Manager, presents it to the Selection Panel for review.
 - e. The Selection Panel provides a recommendation for Town Council approval, denial, or request for resubmission of the Monument design with recommended changes.
6. Final Design Development and Technical Review:
 - a. The artist incorporates recommendations from Town Council into a final design.
 - b. The necessary Town permits are obtained.
 - c. The necessary contract(s) between the artist(s), engineer(s), architect and any other necessary professionals are finalized.
 - d. The conservator's plan accounting for the Monument's lifetime costs is finalized.
 - e. A Memorandum of Understanding between the Town and the donor is finalized.
 - f. The technical aspects of the installation are finalized and include the:
 - i. Materials used, including construction specifications;
 - ii. Fabrication methods;
 - iii. Stamped engineering and construction drawings;
 - iv. Utility connections and electrical permits;
 - v. Installation plans;
 - vi. Landscape architecture; and
 - vii. Lighting.
 - g. The artist integrates the site design, materials, structural details, and fabrication and installation details into a final design.
 - h. The Town Manager, in coordination with the Project Manager, presents the Monument final design and these associated finalized documents to Town Council for final approval.
 - i. After Town Council's final approval, no changes may be made to the Monument during production or installation.
7. Appeal: There is no appeal from the Town Council's final decision

STAFF REPORT



Meeting Date:	April 15, 2024	Meeting Title:	Regular Town Council – Ordinance
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	NH-1 Text Amendment – Third Reading of Ordinance P (P23-168).	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to consider at Third Reading Ordinance P which amends the official text of the NH-1 zoning district in the Land Development Regulation (LDR) Section 2.2.9.

Requested Action.

Request to approve Ordinance P to amend the Official Zoning Text of the LDRs to add a Workforce Housing Incentive to the Neighborhood High Density-1 (NH-1) zoning district by allowing a fourth story and height bonus for sites that meet eight specified criteria. The proposed text amendment would modify the following sections of the LDRs:

- Section 2.2.9.A - Intent
- Section 2.2.9.E – Additional Zone-Specific Standards

Recommendations.

The Planning Director recommends **approval** of Ordinance P as presented in the attachment to this staff report.

Background.

Item P23-168 was originally approved by the Town Council (3-2 vote) on January 8, 2024, which had seven criteria required for a site to be qualified for a fourth story in the NH-1 zone. However, at the January 22, 2024, Town Council meeting, the Council unanimously voted (5-0 vote) to reconsider their original January 8th approval of the Text Amendment. The Town Council later reconsidered and approved (3-2 vote) Item P23-168 on February 5, 2024, choosing Option #1d which increased the acreage for qualified sites from two acres to three acres, and added an eighth criteria, Criteria “h”, requiring that qualified sites also be located adjacent to a Commercial Residential-3 (CR-3) zoned property.

Analysis & Key Policy Questions.

On February 5, 2024, the Council approved an LDR Text Amendment to the NH-1 zone to allow a fourth story and workforce housing height bonus for sites that meet eight specified criteria per Option #1d. Prior to a change in the official zoning text becoming official, three ordinance readings are required. The Town Council approved Ordinance P on First reading on February 26, 2024, and approved Ordinance P on Second Reading on March 4, 2024.

The key issues for this application are whether a zone-wide text amendment is the right approach to allow the intended future development of the Virginian site and whether this approach would create undesired negative impacts on the NH-1 zone as a whole. The Town Council discussed these key issues at the February 5, 2024, Council meeting and found (3-2 vote) that the proposed text amendment was appropriate and would align with the desired future character of the NH-1 zone.

Possible Alternatives.

Potential alternatives to the proposed amendment may include:

1. **Approve Ordinance P with changes.** One potential change could be to increase the 3-acre minimum to something larger such as a 4-acre minimum. Another potential change could be adding or modifying the criteria to address better setting back and stepping down the fourth story.
2. **Not approve Ordinance P and pursue CR-3 Zone with deed restriction to not allow commercial development:** Under this alternative, the Council would pursue a Zoning Map Amendment to change the zoning of the Virginian property from NH-1 to CR-3 and restrict the property to prohibit commercial development/use. This option would take roughly 7-8 months to complete including ordinance readings.
3. **Not approve Ordinance P and pursue creation of new zone for Virginian site.** Under this alternative, Council would direct staff to create a new residential zoning district for the Virginian site that is similar to NH-1 but also allows a 4th story and height bonus for Workforce deed-restricted housing. This option would take roughly one year before it could be brought before the Town Council for review and consideration. The reason this option has a longer timeframe than the option above is staff would need additional time to create a new zone before an application could even be submitted.
4. **Other.**

Comprehensive Plan & Priority Alignment

Below are the factors that the Council considered at its regular meeting on February 5, 2024, and its conclusion for each.

Land Development Regulation Text Amendment (P23-618): Pursuant to Section 8.7.2 of the Town of Jackson Land Development Regulations, the advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

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

Complies. The primary purpose of the LDRs is to implement the goals expressed in the Comprehensive Plan and promote the health, safety, and general welfare of present and future generations. Staff finds that the text amendment meets numerous Comprehensive Plan goals and objectives. Generally speaking, the fourth story bonus allows more opportunity for deed-restricted housing allowing access to stable housing which protects the welfare of our community. This amendment also allows additional housing to be built in complete neighborhoods near services which reduces single-vehicle trips supporting the goals within two of the major Common Values of Community Character: Ecosystem Stewardship and Growth Management. In addition, the fourth story bonus criteria are consistent with the organization of the LDRs as they provide predictable standards similar to those that are already in place in the LDRs, specifically the CR-3 zoning district.

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

Complies. Staff finds that the proposed text amendment improves the consistency with other provisions of the LDRs by allowing incentives that are already allowed in other zones such as CR-3. These incentives are consistent with the various efforts made in the 2018 town-wide rezone that also allowed and encouraged higher densities and housing bonuses. Since the LDRs already allow similar incentives, staff find that the proposed text amendment is consistent with the current tools available to provide flexibility for building workforce housing.

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

Complies. Staff finds that the proposed text amendment provides flexibility for certain landowners who qualify for the specified criteria to build additional workforce-restricted housing. As with any bonus, the proposed amendments would allow owners to develop new projects or develop incrementally within an existing development provided they comply with the NH-1 standards and addition criteria. In addition, since these changes are optional and do not apply to all NH-1 zoned properties, staff does not find that there will be a significant impact on the overall character of the zone. Finally, the criteria applicable to these text amendments are clearly defined and do not conflict with other applicable standards.

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

Complies. Staff finds that the proposed text amendment is necessary to address a public necessity. With rising living costs, limited land to develop, and a limited housing supply, the need for stable workforce housing in Jackson is at the forefront of public necessity. The fourth story bonus, which is already active in the CR-3 zone, is just one of many existing incentives in place geared at reducing barriers to housing and encouraging denser workforce housing developments. The fourth story bonus incentive will help address the housing needs sooner rather than later while being built within criteria that are appropriate for the desired character of the area.

5. Improves implementation of the Comprehensive Plan; and

Not applicable per WY state statute.

6. Is consistent with other adopted Town Ordinances.

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

Fiscal Impact.

No fiscal impact at this time. However, once the third Ordinance is approved, there will be a cost to publish the Ordinance in Jackson Hole News and Guide.

Staff Impact.

The time spent preparing this staff report and Ordinance was approximately 6-8 hours.

Attachments or Links.

Ordinance P

Second Ordinance Reading Staff Report

SUGGESTED MOTION

I move to approve Ordinance P on Third reading.

ORDINANCE P

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1197 (PART), 1217, 1313, 1316, AND 1343, SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTION 2.2.9.A AND 2.2.9.E OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING NEIGHBORHOOD HIGH DENSITY-1 (NH-1) AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1197 (PART), 1217, 1313, 1316, and 1343; Section 2 of Town of Jackson Ordinance No. 1074 (part) and Section 2.2.9.A and 2.2.9.E of the Land Development Regulations are hereby amended and reenacted to read as follows:

2.2.9. NH-1: Neighborhood High Density 1.

A. Intent.

...

2. **Buildings:** Buildings of three or more attached units can be up to three stories in height. Single or multiple detached buildings, each building with multiple units, on a site is common. Incentives are provided to encourage variety in roof pitch, design, and on certain sites a 4th story workforce housing bonus.

...

- E. **Additional Zone-specific Standards.** The following standards apply in addition to all other standards applicable in the NH-1 zone.

...

2. **Workforce Housing Incentive for Additional Height.** A structure may be 48 feet in height and 4 stories provided the following criteria are met.
 - a. The following standards apply to the amount of additional floor area achieved through the increase in structure height; however, the actual floor area to which the following standards apply may be distributed throughout the structure.
 - i. It shall be deed restricted workforce, affordable, or employee housing with an occupancy restriction.
 - ii. It may have an employment and/or price restriction.
 - iii. It shall be exempt from the calculation of affordable housing required but shall not be used to meet the affordable housing requirement for the project.
 - iv. Fourth story may be used for parking that serves the deed restricted residential units.
 - b. The project shall provide the affordable housing required by Div. 6.3. on site.
 - c. The site shall be at least three (3) contiguous acres to provide opportunity for sufficient setback from and building height step down to small scale development.
 - d. The site shall be served by transit within 1/4 mile.

- e. The site shall be within 1/4 mile walking distance from numerous commercial services routinely needed by residents.
- f. The additional building height shall not increase the floor area allowance or decrease the required open space.
- g. For all street facades, the 4th story shall be stepped back a minimum of 10' for at least 40% of the overall façade width. Roofs above the stepped-back portions may encroach a maximum of 3' into the 10' setback.
- h. The site shall be adjacent to a CR-3 zoned property.

(Ord. _____ § 1, 2024; Ord. 1343 § 1, 2023; Ord. 1316 § 1, 2021; Ord. 1313 § 1, 2022; Ord. 1217 § 1, 2019; Ord. 1197 (part) § 1, 2018; Ord. 1074 § 2, 2016)

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 _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

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 _____, 2024.

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:	March 4, 2024	Meeting Title:	Regular Town Council – Ordinance
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	NH-1 Text Amendment – Second Reading of Ordinance P (P23-168).	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to consider at Second Reading Ordinance P which amends the official text of the NH-1 zoning district in the Land Development Regulation (LDR) Section 2.2.9.

Requested Action.

Request to approve Ordinance P to amend the Official Zoning Text of the LDRs to add a Workforce Housing Incentive to the Neighborhood High Density-1 (NH-1) zoning district by allowing a fourth story and height bonus for sites that meet eight specified criteria. The proposed text amendment would modify the following sections of the LDRs:

- Section 2.2.9.A - Intent
- Section 2.2.9.E – Additional Zone-Specific Standards

Recommendations.

The Planning Director recommends **approval** of Ordinance P as presented in the attachment to this staff report.

Background.

Item P23-168 was originally approved by the Town Council (3-2 vote) on January 8, 2024, which had seven criteria required for a site to be qualified for a fourth story in the NH-1 zone. However, at the January 22, 2024, Town Council meeting, the Council unanimously voted (5-0 vote) to reconsider their original January 8th approval of the Text Amendment. The Town Council later reconsidered and approved (3-2 vote) Item P23-168 on February 5, 2024, choosing Option #1d which increased the acreage for qualified sites from two acres to three acres, and added an eighth criteria, Criteria “h”, requiring that qualified sites also be located adjacent to a Commercial Residential-3 (CR-3) zoned property.

Analysis & Key Policy Questions.

On February 5, 2024, the Council approved an LDR Text Amendment to the NH-1 zone to allow a fourth story and workforce housing height bonus for sites that meet eight specified criteria per Option #1d. Prior to a change in the official zoning text becoming official, three ordinance readings are required. The Town Council approved Ordinance P on First reading at their regularly scheduled meeting on February 26, 2024.

The key issues for this application are whether a zone-wide text amendment is the right approach to allow the intended future development of the Virginian site and whether this approach would create undesired negative impacts on the NH-1 zone as a whole. The Town Council discussed these key issues at the February 5, 2024, Council meeting and found (3-2 vote) that the proposed text amendment was appropriate and would align with the desired future character of the NH-1 zone.

Possible Alternatives.

Potential alternatives to the proposed amendment may include:

1. **Approve Ordinance P with changes.** One potential change could be to increase the 3-acre minimum to something larger such as a 4-acre minimum. Another potential change could be adding or modifying the criteria to address better setting back and stepping down the fourth story.
2. **Not approve Ordinance P and pursue CR-3 Zone with deed restriction to not allow commercial development:** Under this alternative, the Council would pursue a Zoning Map Amendment to change the zoning of the Virginian property from NH-1 to CR-3 and restrict the property to prohibit commercial development/use. This option would take roughly 7-8 months to complete including ordinance readings.
3. **Not approve Ordinance P and pursue creation of new zone for Virginian site.** Under this alternative, Council would direct staff to create a new residential zoning district for the Virginian site that is similar to NH-1 but also allows a 4th story and height bonus for Workforce deed-restricted housing. This option would take roughly one year before it could be brought before the Town Council for review and consideration. The reason this option has a longer timeframe than the option above is staff would need additional time to create a new zone before an application could even be submitted.
4. **Other.**

Comprehensive Plan & Priority Alignment

Below are the factors that the Council considered at its regular meeting on February 5, 2024, and its conclusion for each.

Land Development Regulation Text Amendment (P23-618): Pursuant to Section 8.7.2 of the Town of Jackson Land Development Regulations, the advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

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

Complies. The primary purpose of the LDRs is to implement the goals expressed in the Comprehensive Plan and promote the health, safety, and general welfare of present and future generations. Staff finds that the text amendment meets numerous Comprehensive Plan goals and objectives. Generally speaking, the fourth story bonus allows more opportunity for deed-restricted housing allowing access to stable housing which protects the welfare of our community. This amendment also allows additional housing to be built in complete neighborhoods near services which reduces single-vehicle trips supporting the goals within two of the major Common Values of Community Character: Ecosystem Stewardship and Growth Management. In addition, the fourth story bonus criteria are consistent with the organization of the LDRs as they provide predictable standards similar to those that are already in place in the LDRs, specifically the CR-3 zoning district.

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

Complies. Staff finds that the proposed text amendment improves the consistency with other provisions of the LDRs by allowing incentives that are already allowed in other zones such as CR-3. These incentives are consistent with the various efforts made in the 2018 town-wide rezone that also allowed and

encouraged higher densities and housing bonuses. Since the LDRs already allow similar incentives, staff find that the proposed text amendment is consistent with the current tools available to provide flexibility for building workforce housing.

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

Complies. Staff finds that the proposed text amendment provides flexibility for certain landowners who qualify for the specified criteria to build additional workforce-restricted housing. As with any bonus, the proposed amendments would allow owners to develop new projects or develop incrementally within an existing development provided they comply with the NH-1 standards and addition criteria. In addition, since these changes are optional and do not apply to all NH-1 zoned properties, staff does not find that there will be a significant impact on the overall character of the zone. Finally, the criteria applicable to these text amendments are clearly defined and do not conflict with other applicable standards.

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

Complies. Staff finds that the proposed text amendment is necessary to address a public necessity. With rising living costs, limited land to develop, and a limited housing supply, the need for stable workforce housing in Jackson is at the forefront of public necessity. The fourth story bonus, which is already active in the CR-3 zone, is just one of many existing incentives in place geared at reducing barriers to housing and encouraging denser workforce housing developments. The fourth story bonus incentive will help address the housing needs sooner rather than later while being built within criteria that are appropriate for the desired character of the area.

5. Improves implementation of the Comprehensive Plan; and

Not applicable per WY state statute.

6. Is consistent with other adopted Town Ordinances.

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

Fiscal Impact.

No fiscal impact at this time. However, once the third Ordinance is approved, there will be a cost to publish the Ordinance in Jackson Hole News and Guide.

Staff Impact.

The time spent preparing this staff report and Ordinance was approximately 6-8 hours.

Attachments or Links.

Ordinance P

First Ordinance Reading Staff Report

SUGGESTED MOTION

I move to approve Ordinance P on Second reading.

STAFF REPORT



Meeting Date:	March 18, 2024	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Internal Services	Presenter:	Roxanne Robinson
Agenda Item:	Ordinance Q – Council Salaries Third and Final Reading To be Designated Ordinance 1371	Public Comment:	Yes

Purpose & Policy Considerations.

The Jackson Municipal Code indicates that the compensation of the Mayor and members of Council shall be reviewed no later than February 28 of each general election year. Passage of ordinances require 3 readings of the Town Council with a minimum of 10 days between 1st and 3rd reading.

Requested Action.

The requested action is for the Mayor and Council to adopt Ordinance Q on second reading as presented.

Recommendations.

While staff makes no recommendation on any changes to Council salaries, if Council is in favor of amending Council salaries as set forth in Ordinance Q, staff would recommend they adopt Ordinance Q on second reading as presented.

Background.

Town Council discussed Council salaries at the February 26, 2024 regular Town Council meeting and adopted Ordinance Q as presented on first reading at the March 4, 2024 Town Council meeting and second reading at the March 18, 2024 Town Council meeting.

To recap, the current Mayor and Council annual salaries are \$44,000 for the Mayor and \$36,000 for Council. The Town Council last updated salaries in 2022. Using the December information from inflation related to all items in the U.S. city average, all urban consumers, not seasonally adjusted annual average figures since salaries were last updated, and then rounding that dollar figure, the Finance Director calculated it would result in a 13.2% increase which would be \$49,809 for the Mayor and \$40,753 for Council. Staff rounded those figures up and the result would be \$50,000 and \$41,000, respectively.

Below is a table showing the number of Council meetings over time. Staff also researched and compiled the total number of hours spent in Council meetings for 2021 – 2023 to provide another perspective. Please note that the total meeting hours do not include time spent by elected officials outside of meetings in preparation for meetings.

Council Meetings									
	2023	2022	2021	2020	2019	2015	2010	2008	2005
Number of Meetings	74	76	78	91	76	80	84	92	75
Total Meeting Hours	185	210.3	193.4						

Wyo. Stat. §15-3-205 sets minimum salaries for first class cities but not maximums.

Wyo. Stat. §15-4-105(b) prohibits changing the salary of any elective officer during their term of office. There are 3 seats on the Council up for election in 2024, 2 Council seats and the Mayor's seat. If Ordinance Q is adopted on all three readings and the draft ordinance is approved, those three new elected officials or re-elected officials will receive a higher wage for 2025 and 2026 than the remaining 2 Councilmembers whose current terms of office will not expire until December 31, 2026. If there is no action taken on increasing Council salaries, all salaries will be brought up to the 2022 level of \$44,000 for the Mayor and \$36,000 for Council.

Additional information was provided to Council on March 4 related to average staff wage increases and revenue increases since 2022. The below table represents the additional information that was provided at the March 4, 2024 meeting.

Inflation		
	\$36,000.00	\$44,000.00
13.2%	\$40,752.00	\$49,808.00
Rounded	\$41,000.00	\$50,000.00
Staff COLA and Merit		
	\$36,000.00	\$44,000.00
16.3%	\$41,868.00	\$51,172.00
Rounded	\$42,000.00	\$51,000.00
Revenue Figure		
	\$36,000.00	\$44,000.00
13.7%	\$40,932.00	\$50,028.00
Rounded	\$41,000.00	\$50,000.00

Analysis.

The key policy questions were all answered at the February 26 and March 4 Town Council meetings.

Possible Alternatives.

The Mayor and Council can choose to leave salaries at their current level or choose a different method of calculation of an increase or simply choose a different amount. Should the Council wish to make changes to the salaries, the amended ordinance would need to go back to first reading. Should the Council wish to delay 3rd reading until the budget is adopted, they could choose to adopt it on 3rd reading at the June 3 meeting.

Comprehensive Plan & Priority Alignment.

The Town Council sets the Comprehensive Plan jointly with Teton County, provides policy direction, provides course corrections, adopts action plans and work plans related to implementation of the Comprehensive Plan. As a First Class City, the Council can set salaries for elected officials that may encourage public service.

Fiscal Impact.

Should the Council ultimately adopt Ordinance Q on three readings with updated salaries of \$50,000 and \$41,000 for the Mayor and Council respectively, the fiscal impact would be the difference between the current salaries and the proposed salaries along with associated FICA and pension costs. There is no fiscal impact in FY24 because the fiscal year ends June 30, 2024 (prior to newly elected officials taking office in January 2025). The fiscal impact for FY25 (July 1, 2024 – June 30, 2025) would be \$16,864 as shown below:

Council Salaries				
Position	2024 Elected Officials	2024 Salaries	2025 Elected Officials	2025 Salaries
Council	Arne Jorgensen	\$ 36,000.00	Arne Jorgensen	\$ 36,000.00
Council	Jonathan Schechter	\$ 36,000.00	Jonathan Schechter	\$ 36,000.00
Mayor	Hailey Morton Levinson	\$ 39,300.00	Pending Election	\$ 50,000.00
Council	Jessica Sell Chambers	\$ 32,750.00	Pending Election	\$ 41,000.00
Council	Jim Rooks	\$ 32,750.00	Pending Election	\$ 41,000.00
	Total	\$176,800.00	Total	\$ 204,000.00
2025 Total				\$ 204,000.00
2024 Total				\$ 176,800.00
Annual Difference in Wages				\$ 27,200.00
FICA and Pension Cost on Annual Difference				\$ 6,528.00
Annual Wage Difference and FICA/Pension Combined				\$ 33,728.00
FY25 Fiscal Impact				\$ 16,864.00
FY26 Fiscal Impact				\$ 33,728.00

If Council picks an alternate salary figure, the fiscal impact for FY25 and FY26 would be different.

Staff Impact.

Staff impact to date on this issue has been approximately 22 hours. Staff impact to update Council salaries is minimal and would take an additional 1 hour.

Attachments or Links.

Ordinance Q.

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

I move to approve Ordinance Q on third and final reading and designate it Ordinance 1371.

ORDINANCE Q

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1315, 1252, 787, 717, 326, AND 226 AND SECTIONS 1-3 OF TOWN OF JACKSON ORDINANCE NO. 1 AND SECTION 2.08.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING COMPENSATION FOR MAYOR AND COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1315, 1252, 787, 717, 326, and 226 and Sections 1-3 of Town of Jackson Ordinance No. 1 and Section 2.08.010 Compensation for Mayor and Council of the Municipal Code of the Town of Jackson is hereby amended and reenacted to read as follows:

2.08.010 Mayor and Council.

- A. Commencing on July 1, 2024, with officers sworn into office on or after January 1, 2025, the compensation of the Mayor of the Town shall be fifty thousand dollars (\$50,000.00) per year, payable in twelve equal monthly installments. The salary for each member of Council shall be forty-one thousand dollars (\$41,000.00).
- B. The compensation schedule set forth in subsection A of this section shall be effective on July 1, 2024 and apply to the Mayor and members of Council sworn into office on or after January 1, 2025. In all other instances, the ordinance codified in this section shall not be applied to increase the salary of any officer during the term for which they are elected.
- C. Compensation of the Mayor and members of Council shall be reviewed no later than February 28 of each general election year.

(Ord. Q § 1, 2024); Ord. 1315 § 1, 2022; Ord. 1252 § 1, 2020; Ord. 787 § 1, 2004; Ord. 717 § 1, 2002; Ord. 326 § 1, 1984; Ord. 226 § 1, 1977; Ord. 1 §§ 1—3, 1926.

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 4TH DAY OF MARCH, 2024.
PASSED 2ND READING THE _____ DAY OF _____ 2024.
PASSED AND APPROVED THE _____ DAY OF _____ 2024.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance _____ 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 _____ 2024. 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:	April 15, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Administration	Presenter:	Tyler Sinclair
Agenda Item:	Ordinance R - Westbank Sanitation Franchise Renewal – 1 st Reading	Public Comment:	Yes

Purpose & Policy Considerations.

Franchise agreements are entered into by ordinance and require Mayor and Council approval on three readings.

Requested Action.

Staff requests Council approve Ordinance R, a waste hauling franchise ordinance with Westbank Sanitation on first reading.

Recommendations.

Staff recommends Council approve Ordinance R on first reading.

Background.

The current waste hauling franchise agreement with Westbank Sanitation expires May 27, 2024. Direction was provided at the March 18 Town Council meeting to place this franchise ordinance on the agenda for first reading at the April 15, 2024 Town Council meeting.

Westbank Sanitation last entered into a franchise agreement with the Town of Jackson in 2014 for a 10-year term. Since then, two new sections have been added to the standard template for waste hauling franchises. These are:

- Section 10 Bear-Resistant Trash Cans. Grantee acknowledges and recognizes that the Town of Jackson is enacting a wildlife attractant ordinance regulating trash containers and trash storage, which will require some parties that contract for curbside trash pick-up to use only approved bear-resistant containers. Grantee shall offer to provide service to those customers electing or required to have a bear-resistant container, as that term is defined in the Jackson Municipal Code.
- Section 11. Pay-As-You-Throw Ordinance(s). Grantee acknowledges and recognizes that Teton County Integrated Solid Waste and Recycling is considering implementing a “pay-as-you-throw” program and that the Town of Jackson will participate in that program. Grantee agrees to negotiate an amendment of this franchise in good faith and timely to ensure the successful implementation of such programs, should it be implemented.

As more waste hauling franchises expire, these sections will also be added to those renewals. The first renewal to contain these new sections was the franchise ordinance with Yellow Iron Waste Removal, adopted on October 3, 2022. This agreement with Westbank Sanitation would be the second agreement to contain the new language.

Westbank Sanitation has been provided the draft ordinance with the bear resistant trash can and pay-as-you-throw provisions included and the Town has not received any negative feedback from them.

Ordinances require 10 days between 1st and 3rd reading and advertising prior to taking effect. Should an ordinance be adopted on first reading at the April 15 meeting, there are multiple meetings prior to May 27 where second and third reading could occur but the Council would need to act on one of the regular 9AM budget meetings or one of the special budget meetings that are proposed.

Westbank Sanitation Waste Hauling Franchise Ordinance Readings	
Must be 10 days between 1st and 3rd Reading	
Regular 6pm Meeting for Discussion of Westbank Sanitation Franchise Renewal	18-Mar-24
Regular 6pm Meeting for 1st Reading of Westbank Sanitation Franchise Renewal	15-Apr-24
Regular 9AM Budget Meeting	16-Apr-24
Special 1:30PM Budget Meeting Proposed	22-Apr-24
Special 9AM Budget Meeting Proposed	6-May-24
Regular 6pm Meeting for 2nd Reading of Westbank Sanitation Franchise Renewal	6-May-24
Regular 9AM Budget Meeting where 3rd Reading Could Occur	7-May-24
Regular 9AM Budget Meeting where 3rd Reading Could Occur	14-May-24
Ad must be sent to Paper by This Date to Run on Advertising Date	16-May-24
Wednesday Advertising Date Prior to Expiration of Westbank Sanitation Franchise	22-May-24
Westbank Sanitation Franchise Expires	27-May-24

Analysis & Key Policy Questions.

All key policy questions were answered at the March 18 regular Town Council meeting when Council approved the motion to place the ordinance on the agenda for first reading on April 15, 2024 as part of the consent calendar. The changes reflected by the key policy questions from March 18 are summarized below and have been incorporated into the Ordinance R.

Sections for Bear-Resistant Trash Cans and Pay-As-You-Throw are incorporated into Ordinance R. They were included in the most recent renewal of the Yellow Iron waste hauling franchise and these sections support our ecosystem stewardship goals. A 10 year term is incorporated into Ordinance R. Westbank Sanitation's current franchise fee of 5% (five percent) of gross revenues per year for garbage, ashes and refuse collection services, and a franchise fee of 2% (two percent) for recyclable refuse and compostable materials is incorporated into Ordinance R.

Possible Alternatives.

Town Council could choose to:

1. Direct staff to negotiate different terms or conditions or add a term or condition and adopt Ordinance R on first reading as amended;
2. Allow the current franchise to expire and not pursue a renewal with Westbank Sanitation.

Comprehensive Plan & Priority Alignment.

Effective waste hauling franchise agreements support Principle 8.1 of the Comprehensive Plan related to maintaining current, coordinated service delivery. Having multiple waste haulers in the community provides a better chance for all needs to be met in terms of trash and recycling and that, in turn, supports a diverse and balanced economy.

Fiscal Impact.

Renewing the franchise agreement with Westbank Sanitation would result in a continuation of their current payments to the Town. If Westbank Sanitation increases its gross revenues, the amount of money collected by the Town increases, as the franchise fee is set as a percentage of the company's gross revenues. The Town of Jackson collected \$193,375.12 from Westbank Sanitation in FY23. The cost of publishing a multi-page ordinance is higher than a simple ordinance that amends or adopts one section of the Municipal Code. The estimated cost for publication of this ordinance, if approved, is estimated at approximately \$900.

Staff Impact.

Town staff have spent approximately 9 hours on this item thus far. Should direction be provided, staff will spend an additional 8 hours that includes communication with Westbank, finalizing the franchise agreement for presentation to Council, review and finalization of meeting materials, advertisement, and permanent record printing, digitizing and archiving.

Attachments or Links.

Ordinance R, An Ordinance Granting a franchise agreement with Westbank Environmental Services, LLC)

Suggested Motion.

I move to approve Ordinance R on first reading.

ORDINANCE R

AN ORDINANCE GRANTING WESTBANK ENVIRONMENTAL SERVICES, INC. A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF GARBAGE, ASHES, REFUSE, RECYCLABLE REFUSE AND COMPOSTABLE MATERIALS FOR THE PURPOSE OF REDUCING IMPACTS ON WASTE HAULING AND LANDFILL OPERATIONS AND SUPPORTING RECYCLING EFFORTS; PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER; 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 1. Grant of Authority. There is hereby granted to Westbank Environmental Services, Inc., hereinafter referred to as Grantee, the permission, right, privilege and non-exclusive franchise subject to the terms and-conditions as set forth in this Ordinance and the applicable laws of the State of Wyoming, to collect and dispose of garbage, ashes, refuse, recyclable refuse and compostable materials within the corporate limits of the Town of Jackson, as they now are or may hereafter be.

Section 2. Term of Franchise. The franchise and rights herein granted shall take effect from and after the final passage hereof and shall continue in force subject to the terms and conditions set forth herein for a period of ten (10) years, provided that Grantee shall file its acceptance of the terms of this franchise with the Town within thirty (30) days after final passage. At the end of the ninth year the parties shall review this agreement and make a determination with respect to an appropriate extension.

Section 3. Collection and Disposition. Grantee promises and agrees with the said Town that it will for the period of ten (10) years immediately from and after the passage of this Ordinance, collect garbage, ashes, refuse, recyclable refuse and compostable materials in the said Town and transport or cause the same to be transported in accordance with the law and the ordinances of said Town to a facility, recycling facility and/or composting facility, to pay all costs and charges therefore, and to insure its proper storage in a manner which will not become a nuisance or offensive to surrounding properties. Service shall be provided to all businesses and residences within the corporate limits of the Town of Jackson with frequency of collection being sufficient to prevent accumulation and spread of garbage, ashes, refuse, recyclable refuse and compostable materials and with hours of collection being subject to the approval of Grantor.

Section 4 Definitions. For the purposes of this Ordinance the following terms shall have the meaning given herein:

- A. Garbage. "Garbage" shall mean and include any and all kitchen refuse, rejected or wasted food, meats, fish, fowl, offal, carrion or their refuse, accumulation of fruit, vegetable or animal matter that attends the preparation, use, cooking of, or dealing in, or storing of meats, fish, fowl, fruits, vegetables or anything whatsoever which may decompose and become foul, offensive, unsanitary or dangerous to health.

- B. Ashes. "Ashes" shall have its ordinary meaning according to common usage.
- C. Refuse. "Refuse" shall mean hay, straw, shavings, excelsior, paper, ashes, rubbish, containers, boxes, glass, cans, bottles, residue from the burning or other destruction of all combustible material whatsoever, all discarded household good and office equipment, including ,but not limited to, washing machines, automatic or manual, dryers, water heater, couches, chairs, desks, tables, bookcases, stoves, file cabinets and other cabinets and all other such household goods and office furniture.
- D. Recyclable Refuse. "Recyclable refuse" shall mean paper, containers, boxes, glass, scrap aluminum, aluminum cans, and bottles.
- E. Compostable Materials. "Compostable Materials" shall mean all organic and non-organic waste which is accepted by the composting facility.
- F. Answering Service. "Answering service" shall mean a person or device to answer Grantee's office phone during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of taking messages for Grantee and relaying the messages to Grantee. Grantee shall check in with the answering service during business hours at intervals not to exceed four (4) hours.

Section 5. Franchise Fee. For and in consideration of the grant of the franchise and right to conduct business on the streets and alleys of the Town of Jackson as herein provided, Grantee agrees to pay a business license fee and a franchise fee of 5% (five percent) of gross revenues per year for garbage, ashes and refuse collection services, and a franchise fee of 2% (two percent) for recyclable refuse and compostable materials. This lower recycling rate reflects the value of recycling to the Town of Jackson's waste reduction efforts. Gross revenues shall include all sums received by Grantee from accounts situated within the corporate limits of the Town of Jackson, specifically including all charges, service fees, etc., deducting there from only any State of Wyoming sales tax which may be applicable to services rendered by Grantee. Grantee shall provide to the Town of Jackson, not later than April 30 of each year (based on a fiscal year ending December 31), financial statements prepared by an accountant upon which the franchise fee shall be determined. The franchise fee due and payable pursuant to this paragraph shall be paid quarterly within thirty (30) days of the close of the quarter. The franchise fee set forth herein may be modified by the Town Council of the Town of Jackson upon thirty (30) days notice to Grantee in the event that the cost of doing business shall increase substantially for other like franchisees.

Section 6. Equipment. Grantee agrees to furnish a press truck of at least sixteen (16) yards in capacity and agrees to maintain the truck in good and safe operating condition and to provide personnel in sufficient numbers to properly conduct Grantee's business. Grantee agrees that, in addition to the equipment aforesaid, it will at all times have a flat-bed truck to transport large items which cannot be transported in a press truck, and further, should the population demand, Grantee will purchase additional equipment for service.

Section 7. Rights and Privileges. The said Town, in consideration of the foregoing promises and agreements on the part of the Grantee, hereby promises and agrees that Grantee shall have, and it is hereby given, the non-exclusive right and privilege to maintain a garbage, ashes, refuse, recyclable refuse and compostable

materials collection service in the said Town for the term of this franchise, and the right and privilege to collect, have and retain all charges and fees for such garbage, ashes, refuse, recyclable refuse and compostable materials collection specified in Section 15 below, subject to any and all statutes or rules and regulations of the State of Wyoming.

Section 8. Salvage Rights. It is further agreed that Grantee shall become the absolute owner of all garbage, ashes, refuse, recyclable refuse and compostable materials to be collected under this agreement, and Grantee shall have the right to salvage such portions of the said garbage, ashes, refuse, recyclable refuse and compostable materials to be, and which is, collected as it may in its discretion deem advisable. All proceeds received from salvage operations shall be the property of Grantee without any obligation on the part of Grantee to account to the Town for such proceeds so recovered.

Section 9. Conduct of Work. Grantee, their employees or agents, engaged in the collection of garbage, ashes, refuse, recyclable refuse and compostable materials shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, their employees or agents, shall exercise reasonable care in the handling of garbage, ashes, refuse, recyclable refuse and compostable materials and the receptacles containing the same. Grantee may not burn any garbage, ashes, refuse, recyclable refuse or compostable materials but must haul all garbage, ashes, refuse, recyclable refuse and compostable materials, except that set forth in Section 8 of this Ordinance, to the nearest Teton County approved location or facility by the shortest possible route, taking into account traffic conditions, weather conditions and pedestrian traffic in determination of the route to be used. Grantee, their employees or agents, shall insure in the hauling of garbage, ashes, refuse, recyclable refuse and compostable refuse that no spillage occurs and that the garbage, ashes, refuse, recyclable refuse and compostable materials be hauled in such a manner so as not to scatter enroute, covering any vehicle used for the hauling of garbage, ashes, refuse, recyclable refuse and compostable refuse where necessary and practical to do so and shall see to its proper storage.

Section 10. Bear-Resistant Trash Cans. Grantee acknowledges and recognizes that the Town of Jackson is enacting a wildlife attractant ordinance regulating trash containers and trash storage, which will require some parties that contract for curbside trash pick-up to use only approved bear-resistant containers. Grantee shall offer to provide service to those customers electing or required to have a bear-resistant container, as that term is defined in the Jackson Municipal Code.

Section 11. Pay-As-You-Throw Ordinance(s). Grantee acknowledges and recognizes that Teton County Integrated Solid Waste and Recycling is considering implementing a “pay-as-you-throw” program and that the Town of Jackson will participate in that program. Grantee agrees to negotiate an amendment of this franchise in good faith and timely to ensure the successful implementation of such programs, should it be implemented.

Section 12. Liability for Expense. It is further agreed and expressly understood by both parties that in no case will the said Town, nor any officer thereof, be liable for any portion of the expense of the work aforesaid, or for any delinquency in the payment of said garbage, ashes, refuse, recyclable refuse and compostable materials collection fees or charges.

Section 13. Termination; Right of Town to Carry on Work; Damages. It is further agreed that should Grantee fail or refuse to carry out the terms of this franchise, the Town Council of the Town of Jackson may cancel

the same thirty (30) days after receipt by Grantee of written notice of default delivered or mailed to the Grantee, unless within the said thirty-(30) day period the Grantee cures the failure or refusal to comply.

Section 14. Performance Bond. It is further agreed that within five (5) days after effective date of this contract, Grantee shall file with the Town Clerk of said Town a surety or cash bond to guarantee the faithful performance of this agreement in the sum of One Thousand Dollars (\$1,000.00).

Section 15. Office Maintenance; Public Service. As further consideration for the execution of this franchise, Grantee agrees that at all times during the term of this agreement it will maintain an office and/or an answering service which shall be active during normal business hours and where a representative of Grantee may be contacted by persons desiring garbage, ashes, refuse, recyclable refuse and compostable materials collection services.

Section 16. Assignment. It is further mutually agreed by the parties hereto that the franchise herein granted may not be assigned without the prior written consent of the Town of Jackson.

Section 17. Rates and Fees. It is further agreed that Grantee shall be and is hereby authorized to collect such rates or fees for collection of garbage, ashes, refuse, recyclable refuse, and compostable materials as Grantee shall reasonably establish from time to time. In addition to said collection rates or fees, Grantee may charge customers a regular fee for bear-resistant container service as Grantee shall reasonably establish from time to time. The Town of Jackson, as Grantor, reserves the right to regulate the rates and fees in the event the Town of Jackson shall determine in its sole discretion that a monopoly situation exists by virtue of the elimination of competition for such services within the corporate limits of the Town of Jackson, or in the event the Town shall determine, after public hearing, duly advertised with thirty (30) days' advanced notice to all franchisees holding franchises for the collection and disposal of garbage, ashes, refuse, recyclable refuse and compostable materials within the corporate limits of the Town of Jackson, that existing competition is ineffective in regulating rates charged by franchises and that the best interest of the people of the Town of Jackson require that either due to lack of competition or ineffective price competition, rates charged by such franchisees have risen to unreasonable or "monopolistic" levels.

Section 18. Review of Terms and Conditions. It is further agreed that the terms and conditions of this franchise may be reviewed upon thirty (30) days written notice by either party to the other and any adjustment will not affect the validity of this franchise.

Section 19. Binding Effect. This franchise shall be binding upon the heirs, administrators, successors and assigns of Grantee.

Section 20. Annexation of the Town of Jackson. Grantee and Town agree that in the event of an annexation to the Town of an area already being served by the Grantee, the additional area so annexed shall become subject to this franchise agreement.

Section 21. Pick-Up Locations. Garbage, ashes, refuse, recyclable refuse and compostable materials pick-up shall be at the front property line, in the alley, or at the nearest possible point to the property being served, or as may otherwise be provided from time to time by Ordinance of the Town of Jackson.

Section 22. Severability. If any provision of this Ordinance or the application thereof to any person or

circumstances is held invalid or unconstitutional, the invalidity shall not affect other provisions or applications of this Ordinance which can be given affect without the invalid provision or application, and to this and the provisions of this act are severable. In the event that this Ordinance shall be found in contravention of any of the laws of the State of Wyoming as pertains to cities and towns said Ordinance shall no longer be binding on the Town of Jackson.

Section 23. Ordinances Repealed. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 24. Effective Date. This Ordinance shall become effective from and after the date of its passage.

PASSED ON 1ST READING THE _____ DAY OF _____, 2024.

PASSED ON 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND ADOPTED THE _____ DAY OF _____, 2024.

ACCEPTANCE OF FRANCHISE AGREEMENT

The undersigned hereby accept the terms and conditions set forth in the foregoing Franchise Ordinance.

WESTBANK ENVIRONMENTAL SERVICES, INC.

BY:

ITS:

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING

COUNTY OF TETON) ss.

TOWN OF JACKSON

I hereby certify that the foregoing Ordinance ____ was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the ____ day _____ 2024. 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

STRENGTHENING LOCAL ELECTED LEADERSHIP FOR CHILDREN

THE HUNT INSTITUTE'S EARLY LEARNING NATION POLICY FELLOWS FOR LOCAL ELECTED LEADERS

High-quality early childhood experiences are critical – not only for children, but for parents, employers, and state and local economies. Affordable and accessible early childhood programs increase workforce participation, improve the productivity and profitability of local businesses, and hold the promise of meaningful, long-term savings for taxpayers – which is why a growing number of mayors, city and county council members, and other local elected leaders are leaning into the early childhood policy space. Leaning into the early childhood policy space.

Created in partnership with the Bezos Family Foundation and the Early Learning Nation collaborative, **The Hunt Institute's Early Learning Nation (ELN) Policy Fellows** is an invitation-only learning and networking opportunity **designed to support bipartisan mayors and local elected leaders with the drive and potential to establish their communities as national leaders for young children.**

The **ELN Policy Fellows** follows a unique hybrid model that **will convene 100 local-elected officials with a goal of 2 per state, both virtually and in-person**, across a 6-month cohort experience followed by 6 months of TA support. In **June 2024** Fellows will be invited to an **Early Learning Nation Policy Fellowship Virtual Orientation** and learn more about innovative ideas happening in local communities across the country and the benefits of investing in children and families from birth to age eight in their communities. In **August 2024**, fellows will be invited to a **second virtual learning experience** to prepare for the in person convening and Early Childhood Leadership Summit. Early childhood Fellows will **convene in person for an initial one-day experience on September 4th, 2024, in Las Vegas, NV, designed to: cultivate strong cross-state collaboration with likeminded peers, expose Fellows to leading thinkers in the early childhood policy space, and advance a goal-setting process** designed to help identify (and act upon) their communities' most pressing needs related to child care and early childhood. Directly following this first in-person event, fellows will be invited to join their state team at the **Early Childhood Leadership Summit, September 4-6, 2024, in Las Vegas.**

The in-person convening will be followed by **several virtual learning experiences and the provision of technical assistance** designed to support Fellows in the advancement and attainment of their unique goals. **All participant expenses, including food, travel, and lodging at both in-person convenings, will be covered by The Hunt Institute.**

For more information and to accept your invitation-only space in the 2024 cohort, please contact:

Holly Hickson

Deputy Director of Early Learning

(984) 256-8793, hhickson@hunt-institute.org

The Hunt Institute:

Cultivating elected champions for education



Former North Carolina Governor and Hunt Institute founder Jim Hunt addresses the August 2019 meeting of The Hunt Kean Leadership Fellows in Austin, TX, alongside former West Virginia Governor Bob Wise (left) and former Vermont Governor Jim Douglas (center)

About The Hunt Institute

Created in 2001 by four-term North Carolina Governor Jim Hunt, The Hunt Institute is an education policy support to the nation's governors, state lawmakers, and senior state elected and administrative leaders. Beginning as a K-12 support, The

MARCH 2024

STRENGTHENING LOCAL ELECTED LEADERSHIP FOR CHILDREN



Institute has expanded its presence and impact under the direction of President & CEO, Dr. Javaid Siddiqi to cover the full education continuum, from prenatal to post-secondary.

With generous support from The Bezos Family Foundation and the Early Learning Nation collective — a national effort that also includes the Children’s Defense Fund, the National League of Cities, Save the Children, Unidos U.S., the Center for the Study of Social Policy, and Start Early and a steering committee of community leaders from across the United States — The Hunt Institute is delighted to capitalize on its twenty plus years of policymaker support to nurture the next generation of local and municipal leaders for children.

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: April 15, 2024

RE: Town Manager's Report

Sustainable Strategies Grants

Attached to the Town Manager's Report is the updated list of grants Sustainable Strategies has applied for. Please reach out with any questions you may have.

Letter of Support for POWJH

On April 17, 2023, Town Council approved a letter of support for grant funding for Protect Our Water Jackson Hole (POWJH) to begin fecal pathogen monitoring on Flat Creek and Fish Creek. They are seeking a letter of support for funding to continue a second year of fecal pathogen monitoring. The monitoring effort will help us to determine if there are still risks to human health, where exceedances occur, and what inputs are contributing to exceedances. A draft letter of support is attached to the Town Manager's Report. With Town's approval of the Town Manager's Report, staff will have the letter executed by Mayor Morton Levinson.

Temporary Sign Permits

The Temporary Sign Permits for Council consideration at this meeting are:

- ✓ Trout Unlimited requests to hang one temporary banner at 105 Buffalo Way (Albertsons) from April 28-May 4, 2024, to advertise various 2024 Tie One On Banquet (P24-040)
- ✓ First Baptist Church requests to hang one temporary banner at 90 W. Kelly Ave. (First Baptist Church) from June 16-June 30, 2024, to advertise their annual Vacation Bible School Program (P24-047)
- ✓ CWC requests to hang one temporary banner at 105 Buffalo Way (Albertsons) from April 21-May 4, 2024, and from August 11-24, 2024, to advertise their Spring and Fall Enrollments (P24-052)

Staff recommends approval of these requests and with the approval of the Town Manager's report, staff will issue the Temporary Sign Permits as requested.



Sustainable Strategies Grant Funding List

Grant	Date Applied	Status	Amount	Name
Wyoming Water and Sewer ARPA Grant	8/12/2022	Applied For/Approved	\$1,500,000	Well 9
Wyoming Water and Sewer ARPA Grant	8/12/2022	Applied For/Denied	\$680,000	Stormwater Infrastructure Improvement Project
Wyoming Outdoor Recreation Grant Program	8/30/2022	Applied For/Denied	\$750,000	Public Shower Facility
USDA Composting and Food Waste Reduction Pilot Program (CFWR)	8/31/2022	Applied For/Awarded	\$300,000	ISWR's Curb to Compost Commercial Expansion Project
USDOT Safe Streets for All (SS4A)	9/14/2022	Applied For/Awarded	\$480,000	Comprehensive Safety Action Plan
USEPA's Solid Waste Infrastructure for Recycling (SWIFR)	2/15/2023	Applied For/Denied	\$2,500,000	Creating a Circular Economy to Achieve Zero Waste
Western Water Advocates Adapting to Climate Change in Wyoming Program	3/31/2023	Applied For/Approved	\$30,000	Participatory Planning for Equitable Climate Action in Jackson, WY
DOJ Law Enforcement Mental Health and Wellness Act (LEMHWA)	4/14/2023	Applied For/Denied	\$200,000	Jackson Police Health and Wellness Support Services Expansion Initiative
WY First Responder & Law Enforcement Mental Health Support	4/24/2023	Applied For/Awarded	\$126,200	Jackson Police Health and Wellness Support Services Expansion Initiative
USDA Farmers Market Promotion Program	5/2/2023	Applied for/Awarded	\$96,269	Farm Stand and On-Line Market Expansion
USDOT Charging and Fueling	5/30/2023	Applied For/Denied	\$6,882,000	Jackson-Teton-Yellowstone EV Charging Expansion Project
FTA Bus and Bus Facilities	5/30/2023	Applied For/Denied	\$201,550	TBD
WY State Energy Program Local Government Retrofits	6/30/2023	Applied For/Awarded	\$15,000	Lighting and Temperature Regulation Upgrades
NEA Grants for Arts Projects	7/6/2023	Applied For/Pending	\$75,000	Jackson: Celebrating Transportation with Public Art Project
DOE Buildings Upgrade Prize	7/18/2023	Applied For/Denied	\$400,000	Jackson Affordable Housing Energy Efficiency Upgrade Project
Wyoming Local Government Project ARPA Grants	8/1/2023	Applied For/Awarded	\$1,250,000	Flat Creek Apartments
USDOT Protect	8/4/2023	Applied For/Pending	\$750,000.00	Evacuation and Hazard Planning
Small Rural Tribal Body Worn Camera Program	9/30/2023	Applied/Awarded/Returned	\$23,507.07	Body Worn Cameras
WY DEQ Clean Water Act Section 319 (reviewing)	10/4/2023	Applied For/Awarded	\$300,000	Gregory Lane Stormwater Infrastructure
WY DEQ Nonpoint Source Clean Water Act section 205J (reviewing)	10/4/2023	Applied For/Awarded	\$39,150	Flat Creek USGS Sedimentation Study
USBR WaterSMART Cooperative Watershed Management Phase	11/8/2023	Applied For/Pending	\$299,189	Sustaining a Watershed
EPA Environmental Education Local Grants	12/5/2023	Applied For/Pending	\$100,000	Coombs Outdoors Equitable Environmental Access and Education Project
FTA Bus and Bus Facilities	4/15			
FY25 CDS EPA STAG	3/22	Applied For/Pending	1,260,000	Town of Jackson Snow King Complete Street Project
FY25 CDS THUD HIP	3/22	Applied For/Pending	4,652,000	Town of Jackson Gregory Lane Safety and Efficiency Upgrade Project
Total Awarded to Date:			\$4,160,126	



April 15, 2024

RE: Monitoring of Fish Creek and Flat Creek

To Whom It May Concern:

The Town of Jackson supports Protect Our Water Jackson Hole's (POWJH) initiatives to increase water quality monitoring on Fish Creek and Flat Creek. We encourage funders to give POWJH's project high consideration for funding.

Flat Creek flows through the Town of Jackson, providing natural habitat within an increasingly urban environment. The Town of Jackson has been working to improve the surface water conditions of Flat Creek both for the wildlife that uses it and for people who recreate in or near it. We have invested in artificial wetlands near Karns Meadow to treat stormwater as well as numerous inline stormwater treatment units. We also conduct regular testing on our sewer system to detect leaks. Data from additional water quality monitoring will show the results of our efforts while helping direct us toward the next steps we should take. Having information about the sources of pollutants will help us address the problem efficiently and cost-effectively.

While Flat Creek supports important aquatic wildlife habitat and recreational opportunities in our community, it is listed on the Wyoming Department of Environmental Quality's 303(d) list of Impaired Waters for amplified *E. coli* concentrations. In 2023, POWJH launched a monitoring project to collect the data necessary to better understand the *E. coli* impairment. Questions persist regarding the sources of these impairments and the water quality threats to human health and recreation.

The Town of Jackson is deeply invested in improving water quality in Flat Creek, and the data provided by POWJH will help us to continue to make progress. By continuing with a second year of monitoring, POWJH will help local governments better protect human and environmental health.

Sincerely,

Mayor Hailey Morton Levinson
Town of Jackson

