

Regular Town Council Meeting

July 15, 2024

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 link or copy it to your browser: <https://us02web.zoom.us/j/86535106984?pwd=NV2xuDJ9dB4GtkaWuVJ2VlRFGs4I9i.1>

Or join at zoom.com with Webinar ID: **865 3510 6984** and Password: **83001** or by phone: **+1 346 248 7799**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
 - 1. Introduction of Lupita Ruiz Perez - Community Service Officer - Patrol, Olivia Oliver - Community Service Officer - Shelter, Abe Czarnecki - Street Operator / Utility Locator, April Martinez Mejia - Community Service Officer - Patrol, Tom Maxwell - Police Department Intern, Des Concannon - Transportation Intern

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. July 1, 2024 Regular Town Council Meeting
 - 2. July 8, 2024 Special Town Council Meeting
- B. Disbursements
- C. June Municipal Court Report
- D. Approval of an Agreement for Final Design of Public Artwork - Stilson Transit Center (Johnny Ziem)
- E. Canopy Encroachment Agreement with CCC's Ranch Inn, LLC at 45 E Pearl Ave. (E24-0040) (Brian Lenz)

- F. Shoring Encroachment Agreement with CCC's Ranch Inn, LLC at 45 E Pearl Ave. (E24-0041) (Brian Lenz)
- G. Acknowledgment and Consent to Collateral Assignment for The Loop Project (Lea Colasuonno)
- H. Appointment of Special Municipal Officers (Michelle Weber)
- I. Amendment and Restatement Special Restriction for 1070 Elk Run Lane Unit 6 (Stacy Stoker)
- J. Consideration of Housing Restrictions for Powderhorn Housing Phase 2 (Kristi Malone)

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

- A. Administration
 - 1. Memorandum of Understanding (MOU) for Joint Funding Between the Town of Jackson and Teton County (Tyler Sinclair)
- B. Planning and Building
 - 1. Planned Unit Development Amendment, Development Plan, Conditional Use Permit, and Fee Waiver Request for the Presbyterian Church of Jackson Hole Housing Development (P23-206, P23-204, P24-007, P24-024) (Tyler Valentine)
 - 2. Request for an LDR Text Amendment to Replace the Title of Community Development Director and to Introduce the Title of Planning and Building Director (P24-042) (Paul Anthony)
 - 3. Request for an LDR Text Amendment to Repeal Sections Referencing Noise Standards (P24-043) (Paul Anthony)
 - 4. Request for an LDR Text Amendment to Findings of Approval (P24-044) (Paul Anthony)

VI. RESOLUTIONS

- A. Resolution 24-16: Specific Purpose Excise Tax (SPET) Resolution for Justice Center (Tyler Sinclair)

VII. ORDINANCES

- A. Ordinance V: Credit Card Transaction Fees (Third Reading, to be designated Ordinance 1375)
- B. Ordinances W and X: Water and Wastewater Fees (Third Reading, to be designated Ordinances 1376 and 1377)
 - 1. Ordinance W: Water Fee (Third Reading, to be designated Ordinance 1376)
 - 2. Ordinance X: Wastewater Fee (Third Reading, to be designated Ordinance 1377)

VIII. MATTERS FROM MAYOR AND COUNCIL

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.

Employee Introductions

Lupita Ruiz Perez – Community Service Officer – Patrol

Lupita is joining the Town as a Community Service Officer – Patrol. Lupita is an active person who loves all sports and enjoys spending time outdoors hiking or biking. Helping people is a passion of hers, and she prides herself on being trustworthy. Whether exploring nature or assisting others, she finds joy in staying engaged and making a positive impact.

Olivia Oliver – Community Service Officer – Shelter

Olivia is a new addition to our team at the Animal Shelter, working as a CSO. She grew up in Switzerland, moving to Jackson 2 years ago. Olivia formerly worked as a vet tech in town and is excited to share her knowledge in her new role.

Abe Czarnecki – Street Operator / Utility Locator

Abe Czarnecki is a New York native recently relocated to WY after a trip west to hike the PCT. He comes to us with municipal experience as a sewer superintendent, and looks forward to helping the town of Jackson.

April Martinez Mejia – Community Service Officer – Patrol

April Martinez is 20 years old, comes from a Hispanic family of six. She is the second child of four kids, she was born in Jackson hole WY. Her biggest achievement was being accepted in the police department. She is a new full time CSO. April Martinez is exited to start this new journey beside the people that has always inspired her which is the police department.

Tom Maxwell – Police Department Intern

Tom Maxwell is 19 years old and lives in Rockbridge County Virginia. He attends Virginia Military Institute and will graduate in 2027. Following collage he plans to commission into the US Army, where he plans to serve for multiple years. He then plans to begin a career in law enforcement.

Des Concannon – Transportation Intern

Joining the Transportation department this summer is Desmond Concannon. He will be a returning intern after working in the Town's Planning Department last summer. He is currently attending Montana State University and will be graduating in December with a degree in Geography and a minor in Hispanic Studies.

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JULY 1, 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, Tyler Valentine, 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.

Public Comment. Virginia Powell Simons made public comment.

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

- A. **Meeting Minutes.** To approve meeting minutes from the June 10, 2024 Special Town Council meeting, June 17, 2024 Regular Town Council Workshop, and June 17, 2024 Regular Town Council Meeting.
- B. **Disbursements.** To approve the disbursements as presented. 842-NCPERS GROUP WYOMING \$96.00; ACE HARDWARE \$336.85; ADVANCED NETWORK MANAGEMENT, INC. \$16,879.72; AFLAC \$2,399.87; ALLDATA \$1,500.00; ALPHAGRAPHICS \$204.33; AMAZON \$113.56; AMSOIL INC #774148 \$245.70; ANTHONY, PAUL \$1,725.00; AQUASHIELD, INC \$19,172.00; ARCHIVESOCIAL, INC. \$5,027.40; ARMSCOR CARTRIDGE INCORPORATED \$1,560.00; AT&T \$1,159.99; AXON ENTERPRISES, INC \$8,483.50; BARGEN INCORPORATED \$4,000.00; BEST BEST & KRIEGER \$4,347.50; BESTDRIVE IDAHO FALLS \$5,680.00; BIG R RANCH & HOME \$206.96; BISON LUMBER \$6,451.04; BOLAND, ANITA \$2,200.00; BURKHOLDER, SHAWN \$1,942.50; BYRLEY, PATRICK \$155.00; CARQUEST AUTO PARTS INC. \$298.96; CASELLE INC. \$1,973.00; CENTURYLINK \$2,338.20; CERTIFIED LABORATORIES \$905.85; CHAPA STRIPES OF IDAHO \$2,500.00; CONRAD & BISCHOFF INC. \$1,297.75; CONTROL SYSTEM TECHNOLOGY, INC. \$2,306.50; COPYWORKS, LLC \$245.00; CREATIVE ENERGIES, LLC \$531.00; CRT, INC. \$1,000.00; DARKTRACE HOLDINGS LIMITED \$44,640.50; DEAN'S PEST CONTROL LLC \$520.00; DEX IMAGING \$82.03; DICK ANDERSON CONSTRUCTION \$599,337.47; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.00; DONOVAN, MATT \$850.00; E.R. OFFICE EXPRESS -\$16.04; ENERGY LABORATORIES INC. \$938.00; ETNA TRADE PARK LLC \$4,062.00; EVOLUTION CONSTRUCTION, LLC \$40,005.00; EXPOSURE SIGNS INC \$1,827.00; FIGJAM ENTERPRISES, LLC \$2,100.00; FIRE SERVICES OF IDAHO \$1,774.00; FREEDOM MAILING SERVICE INC. \$1,801.60; GRAINGER \$24,037.30; HIGH COUNTRY LINEN \$1,777.26; HIRST APPLGATE, LLP \$6,787.41; HUB INTERNATIONAL \$12,000.00; IDAHO STATE TAX COMMISSION \$7,416.00; JACKSON DOWNTOWNER, LLC \$95,568.55; JACKSON GROUP LOCKBOX \$578.19; JACKSON HOLE NEWS & GUIDE \$4,200.51; JACKSON LUMBER INC \$24.16; JDG VENTURES, LLC \$319.00; JORGENSEN ASSOCIATES, PC \$12,660.00; KEENAN, PETER \$2,300.00; LOCAL GOV'T LIABILITY POOL \$135,483.00; LOPEZ, CHRYSAL \$59.00; LOWER VALLEY ENERGY INC \$3,000.00; LUNA, GAIL \$293.99; MARKMAN, JASON \$1,995.00; MCLAIN, RICK \$350.00; MEAD & HUNT \$1,500.00; MORILLON-ARELLANO, SHELLIE \$542.14; MSC INDUSTRIAL SUPPLY CO \$572.44; NAPA AUTO PARTS INC. \$1,451.37; NATIONAL TRADE SUPPLY, LLC \$2,696.00; NELSON ENGINEERING \$2,832.75; ON SIGHT LAND SURVEYORS INC. \$300.00; ONE CALL OF WYOMING \$468.75; ONTKO, BRYAN \$118.00; PALAZZOLO, MICHAEL \$69.50; PITTS, SAMANTHA \$47.69; POLISEO, FLOREN \$234.00; PREMIER TRUCK- SALT LAKE CITY \$35.10; R & A SAFETY LLC \$930.00; RHOADES, STEPHEN \$136.00; RIPLEYS VACUUM CENTER, INC \$2,976.50; RT1 INC \$69.47; RUSCHILL, RUSSELL \$575.00; RUSH INTERNATIONAL TRUCK CENTER \$6,862.41; SCHECHTER, JONATHAN \$361.00; SENIOR CENTER OF JACKSON HOLE \$35,505.00; SHERWIN-WILLIAMS CO. \$317.14; SHORELINE CONSULTING \$6,250.00; SILVER CREEK SUPPLY \$136.17; SINCLAIR, TYLER \$234.00; SOLID CONCRETE \$8,972.00; SOSA'S JANITORIAL SERVICE \$7,200.00; SPECTRUM \$99.99; SPRING CREEK ANIMAL HOSPITAL \$1,945.89; STEPHENS, TALON \$69.50; STONE, CINDY \$132.68; STONE, KIRK \$2,940.00; SUSTAINABLE STRATEGIES DC, LLC \$7,500.00; TALLICHET, CATHERINE \$309.84; TETON COUNTY CLERK \$27,893.98; TETON COUNTY

INTEGRATED SOLID WASTE/RECY \$15.00; TETON COUNTY PUBLIC WORKS \$18,514.75; TETON COUNTY SCHOOL DISTRICT 1 \$20,000.00; TETON MOTORS INC \$5,896.30; TETON VIEW LANDSCAPE CONTRACTORS \$16,285.87; THE AFTERMARKET PARTS COMPANY, LLC \$5,602.70; THE CONNOR E FIELD TRUST \$0.00; THE TIRE RACK, INC. \$344.18; TMSC LLC \$4,752.43; TOP TIER TOOLS LLC \$95.00; TREFONAS LAW, P.C. \$905.55; UCM DIGITAL HEALTH, INC \$968.50; ULINE \$744.44; US HOMES LLC \$1,560.00; VERIZON WIRELESS \$8,269.39; VOICES JACKSON HOLE \$2,500.00; VWR INTERNATIONAL LLC \$73.21; W.A.R.M. PROPERTY INSURANCE \$323,009.91; WEBER, MICHELLE \$700.00; WESTERN STATE \$127.84; WHITE GLOVE CLEANING, INC. \$199.49; WILSON, JOHN \$2,200.00; WIXOM, JEFF \$20.01; WSP USA ENVIRONMENT & INFRASTRUCTURE INC \$13,674.19; WY WORKERS' SAFETY & COMP \$28,186.08; WYOMING ASSOC OF CHIEFS \$3,988.00; WYOMING RETIREMENT SYSTEM \$242,120.00; YELLOW IRON EXCAVATION, LLC \$100.00

- C. **Consideration of Restrictions for Affordable Rental Housing for Mitigation of Rusty Parrot Lodge.** To approve the Restrictions for two Affordable Rentals and authorize the Mayor to sign the restrictions.

- D. **Amendment and Restatement Special Restriction for 260 Scott Lane Unit 304.** To approve the Complete Amendment and Restatement Deed Restriction for Affordable Ownership Housing Located at 260 Scott Lane Unit 304, Town of Jackson Wyoming and authorize the Mayor to sign the restriction.

- E. **Consideration of Opting-In to an Opioid Settlement Agreement.** To approve joining the national opioid settlement with Kroger Co and authorize the Mayor, Town Attorney, and Town Manager execute all necessary documents to do so.

- F. **Temporary Sign Permit for Teton Valley Balloon Rally.** To authorize a temporary sign permit for Teton Valley Balloon Rally.

Caroline Hines, Jamie Lavenstien, and Amy Cooper made public comment. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

State Legislative Advisor Contract. Andy Schwartz, the Town’s Legislative Advisor, provided an update to Council. Council held discussion. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to approve the Agreement for Services with a Legislative Advisor attached to the staff report and authorize the Mayor to execute it subject to minor changes by staff. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Sustainable Strategies Grant Consultants: Service Agreement and Travel Approval. Council held discussion. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve the Service Agreement with Sustainable Strategies and authorize the Mayor to execute it subject to minor changes by staff, and to approve related travel. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Downtown Flex Space. Johnny Ziem made staff comment. Rick Howe spoke on behalf of the Jackson Hole Chamber of Commerce. A motion was made by Arne Jorgensen and seconded by Mayor Morton Levinson to direct staff to implement Flex Space on Center and Deloney streets adjacent to the Town Square during summers going forward. Mayor Morton Levinson called for the vote. The vote showed 2-2 with Mayor Morton Levinson and Arne Jorgensen in favor and Jessica Sell Chambers and Jim Rooks opposed. The motion failed.

Adoption of Town of Jackson Sustainability Plan. Tanya Anderson made staff comment. Council held discussion with staff. Margie Lynch, Shannon Shuptrine, and Samuel Singer made public comment. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to accept the Town of Jackson Sustainability Plan as presented by staff. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Request for Proposals for Purchase and Relocation of the Mercer Cabin. Tanya Anderson made staff comment. Council held discussion with staff. David Vandenburg made public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve the release of the RFP to purchase and remove the Mercer Cabin from the Karns Meadow property. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Request for Subdivision Plat at the Property Addressed at 250 Veronica Lane (P24-066). Katelyn Page made staff comment. Council held discussion with staff. Lane Lamour made public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve Subdivision Plat (P24-066) for the Veronica Lane Condominium Addition to the Town of Jackson at the property addressed at 250 Veronica Lane based upon the findings and conditions presented in the staff report, the departmental reviews, minor changes by staff, and subject to the staff report dated July 1, 2024. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 7:16pm and reconvened at 7:22pm.

Planned Unit Development Amendment, Development Plan, Conditional Use Permit, and fee waiver request for the Presbyterian Church of Jackson Hole Housing Development at 1201 South Park Loop Road (P23-206, P23-204, P24-007, P24-024). Tyler Valentine and Kristi Malone made staff comment. Bill Collins spoke on behalf of the applicant. Council held discussion with staff. Scott Garland, Christine Lichtenfels, David Ellerstein, James Musclow, Ben Pascal, Mark Turner, and John Hanlon made public comment. A motion was made by Arne Jorgensen and seconded by Jim Rooks to continue Planned Unit Development Amendment, Development Plan, Conditional Use Permit, and fee waiver request for the Presbyterian Church of Jackson Hole Housing Development at 1201 South Park Loop Road (P23-206, P23-204, P24-007, P24-024) to the next regularly scheduled meeting on July 15. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 9:08pm and reconvened at 9:13pm.

Development Plan and Conditional Use Permit for Central Wyoming College’s Jackson Campus Located at 2020 W. High School Road (P23-214 & P24-048). Tyler Valentine made staff comment. Brendan Shulte spoke on behalf of the applicant. Council held discussion with staff. Stephan Fodor, Kelly Lockhart, and David Bannock made public comment. Brad Flynt spoke on behalf of the applicant. A motion was made by Jim Rooks and seconded by Arne Jorgensen to approve Conditional Use Permit P23-214 for a new 20,288 sf Institutional use (i.e., school) for the CWC Jackson campus located at 2020 W. High School Road based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to the staff report dated July 1, 2024. 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.

A motion was made by Jim Rooks and seconded by Arne Jorgensen to approve Development Plan P24-048 for a new 20,288 sf school for the CWC Jackson campus located at 2020 W. High School Road based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to the staff report dated July 1, 2024. Mayor Morton Levinson called for the vote. The vote showed 3-0 with Mayor Morton Levinson, Arne Jorgensen, and Jim Rooks in favor. Jessica Sell Chambers abstained from the vote. The motion carried.

Resolution 24-15: A Resolution to Recognize and Uphold the Rights of Nature. Tanya Anderson 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 approve Resolution 24-15: A Resolution to Recognize and Uphold the Rights of Nature. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinances. A motion was made by Jessica Sell Chambers 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 V. An Ordinance Relating to Credit Cards as a Form of Payment and Credit Card Processing Fee.

AN ORDINANCE ADDING SECTION 1.01.130 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON RELATING TO CREDIT CARDS AS A FORM OF PAYMENT AND CREDIT CARD PROCESSING FEE; 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 Jim Rooks to approve ordinance V at second reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance W. An Ordinance Regarding Water Fees.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NOS. 1358, 1319, 1271, 1071, 992, 935, 866, 538, 410, AND 270; SECTION 2 OF ORDINANCE NO. 743; SECTION 3 OF ORDINANCE NO. 664; AND SECTION 13.04.050 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING WATER FEES; 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:

Ordinance X. An Ordinance Regarding Wastewater Fees.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NOS. 1358, 1319, 1271, 991, 936, 867 AND 576; SECTION 2 OF ORDINANCE NOS. 745 AND 122; SECTION 7 OF ORDINANCE NO. 677; AND SECTION 13.08.020 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING WASTEWATER FEES; 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 Jessica Sell Chambers and seconded by Arne Jorgensen to approve ordinances W and X at second reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. Council briefly discussed the Town/County joint department funding split. A motion was made by Jim Rooks and seconded by Arne Jorgensen to send a letter of deepest thanks to WYDOT and all parties involved in the quick re-opening of Teton Pass and include the expression of gratitude of the Council and all Jackson residents for their team’s hard, timely, and great work. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on tree removal in Cottonwood Park and expansion of the Community Garden at May Park. Tanya Anderson made staff comment regarding the Community Garden at May Park. A motion was made by Jim Rooks 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 Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 10:39 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: June 10, 2024

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

JULY 8, 2024

JACKSON, WYOMING

The Jackson Town Council met in special session in the Town Hall Council Chambers, located at 150 East Pearl in Jackson, at 9:30 A.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: Mayor Hailey Morton Levinson, Arne Jorgensen, and Jim Rooks. Jessica Sell Chambers joined the meeting at 9:35 a.m. Jonathan Schechter was absent.

STAFF: Lea Colasuonno, Susan Scarlata, and Riley Taylor.

Equity Task Force Appointment Process. Susan Scarlata made staff comment.

Rosa Sanchez, Marcel Badillo, Brittany Buckholz, Wanna Johansson, Cynthia Castillo, Time Reiser, and Stefani Ewert Wells presented to Council.

Council recessed at 10:20am and reconvened at 10:25am.

Antuanett Lopez, Jean Day, Platon Arenas (via Zoom), Odalis Avila, Brandon Hernandez, Miki Aristorenas, and Simeona Jimenez presented to Council.

Council recessed at 10:45am and reconvened at 10:52am.

Susan Scarlata and Lea Colasuonno made staff comment. Simeona Jimenez presented to Council. Council held discussion. There was no public comment.

Adjourn. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 11:27 a.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: July 17, 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
6634	107 WEST DESIGN, LLC	063024	NORTH CACHE MASTER PLAN	06/30/2024	1,625.00	.00	
Total 6634:					1,625.00	.00	
425	ACE EQUIPMENT & SUPPLY	177028	SWITCH	06/14/2024	197.75	.00	
Total 425:					197.75	.00	
51	ACE HARDWARE	863751	COUPLING	04/17/2024	19.99	.00	
51	ACE HARDWARE	863919	PAINT PAIL	04/18/2024	39.95	.00	
51	ACE HARDWARE	863968	KEY	04/19/2024	25.97	.00	
51	ACE HARDWARE	864023	LAWN AND LEAF BAGS	04/19/2024	1,970.84	.00	
51	ACE HARDWARE	864723	DOOR HOLD KICK	04/25/2024	17.98	.00	
51	ACE HARDWARE	865677	SUPPLIES	05/03/2024	87.39	.00	
51	ACE HARDWARE	867057	TOGGLE BOLT	05/14/2024	2.50	.00	
51	ACE HARDWARE	867390	TARP	05/16/2024	10.98	.00	
51	ACE HARDWARE	870952	MET BLADE	06/12/2024	29.99	.00	
51	ACE HARDWARE	871055	YARD TARP	06/12/2024	21.99	.00	
51	ACE HARDWARE	871306	SPRINKLER	06/14/2024	45.98	.00	
51	ACE HARDWARE	871345	BLADE SWAZAL	06/14/2024	254.98	.00	
51	ACE HARDWARE	871376	fast back compact fold knife	06/14/2024	36.98	.00	
51	ACE HARDWARE	871614	AQUAPHAT PATCH	06/17/2024	7,198.56	.00	
51	ACE HARDWARE	871702	SCREWS	06/17/2024	16.99	.00	
51	ACE HARDWARE	871780	oring	06/18/2024	2.58	.00	
51	ACE HARDWARE	872016	SANDING SPONGE	06/19/2024	52.97	.00	
51	ACE HARDWARE	872076	STAPLES	06/19/2024	17.98	.00	
51	ACE HARDWARE	872154	CLOROX WIPES AND HOOKS	06/20/2024	11.98	.00	
51	ACE HARDWARE	872300	PLANTER	06/21/2024	46.98	.00	
51	ACE HARDWARE	872305	PC FAHRENHEIT EPOXY	06/21/2024	11.99	.00	
51	ACE HARDWARE	872316	AQUAGUN	06/21/2024	16.99	.00	
51	ACE HARDWARE	872367	CREDIT	06/21/2024	29.99	.00	
51	ACE HARDWARE	872581	KEYS	06/24/2024	15.96	.00	
51	ACE HARDWARE	872600	BLANK COVER	06/24/2024	5.49	.00	
51	ACE HARDWARE	872894	FILTERS	06/26/2024	30.98	.00	
51	ACE HARDWARE	873469	ID TAG	06/30/2024	15.45	.00	
Total 51:					9,980.43	.00	
76	ADAMS, MELANIE	062624	REIMBUR FOR PO BOX	06/26/2024	284.00	.00	
Total 76:					284.00	.00	
6524	ALPHAGRAPHICS	JX-393179	ENVELOPES	06/30/2024	495.01	.00	
6524	ALPHAGRAPHICS	JX-393736	BUS SIGNAGE	06/28/2024	312.43	.00	
Total 6524:					807.44	.00	
5726	AMAZON	11RR-JVWN-D	ATOMIC CLOCK	06/22/2024	43.25	.00	
5726	AMAZON	1349-N7W9-6J	HATS	06/21/2024	405.00	.00	
5726	AMAZON	163X-FQRL-4D	RACKS	06/20/2024	372.09	.00	
5726	AMAZON	1HWF-4PWP-	FAUCET	06/17/2024	74.35	.00	
5726	AMAZON	1KLT-Y3HP-D6	OTIS 10 PACK BRUSH	06/22/2024	10.29	.00	
5726	AMAZON	1MC9-DVWT-3	PROPANE ADAPTER	06/30/2024	41.99	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5726	AMAZON	1TXT-GQCV-P	TONER	06/27/2024	1,267.74	.00	
5726	AMAZON	1TXT-GQCV-Q	POOP BAGS	06/27/2024	119.96	.00	
5726	AMAZON	1VMX-RTPF-H	BATTERIES	06/26/2024	56.59	.00	
5726	AMAZON	1YQY-P9NY-F	TONER	06/26/2024	510.58	.00	
Total 5726:					2,901.84	.00	
7221	ANDERS GLASS AND TINT	1350	WINDSHIELDS	06/26/2024	950.00	.00	
Total 7221:					950.00	.00	
4389	APPLE INC	MA87875944	IPADS	06/24/2024	13,488.00	.00	
Total 4389:					13,488.00	.00	
6250	ARBOR WORKS TREE SERVICE	8597	CITY TREE REMOVAL	06/28/2024	1,575.00	.00	
Total 6250:					1,575.00	.00	
3487	ARCHITECTURAL BUILDING SU	71583379	BUS BARN AUTO OPENERS	07/01/2024	141.46	.00	
Total 3487:					141.46	.00	
1783	AT&T	287272169264	MONTHLY ACCOUNT 287272169	06/12/2024	43.23	.00	
1783	AT&T	287279795460	charges for account 28727979546	06/11/2024	251.88	.00	
Total 1783:					295.11	.00	
4920	BEST BEST & KRIEGER	999950	FRANCHISE RENEWAL 51148.0	07/03/2024	2,689.50	.00	
Total 4920:					2,689.50	.00	
4774	BIG R RANCH & HOME	1675508	T POSTS	07/01/2024	54.95	.00	
Total 4774:					54.95	.00	
3500	BISON LUMBER	2406-846570	IN GROUND CONTAT INCESD	06/19/2024	7,315.80	.00	
3500	BISON LUMBER	2406-846927	2X6 10 BTR, 2X6 8 BTR BRONZ	06/21/2024	6,726.70	.00	
3500	BISON LUMBER	2406-846930	10X5 BRONZE	06/21/2024	668.01-	.00	
Total 3500:					13,374.49	.00	
7394	BOLAND, ANITA	070324	AUGUST RENT	07/03/2024	2,200.00	.00	
Total 7394:					2,200.00	.00	
6727	BRIGGS, ERIC L	29642	MWLAM	06/27/2024	89.95	.00	
Total 6727:					89.95	.00	
7077	BURKHOLDER, SHAWN	070324	AUGUST RENT	07/03/2024	1,942.50	.00	
Total 7077:					1,942.50	.00	
5	CARQUEST AUTO PARTS INC.	6090-654566	FLUID RESERVOR	06/12/2024	104.91	.00	
Total 5:					104.91	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
102	CASELLE INC.	133951	CONTRACT SUPPORT	07/01/2024	1,973.00	.00	
Total 102:					1,973.00	.00	
3255	CENTER FOR THE ARTS	INV-0000111	EVENT SITE DEPOSIT	07/03/2024	8,775.00	.00	
Total 3255:					8,775.00	.00	
544	CENTURYLINK	692818212	75912352 SERVICES	06/20/2024	135.20	.00	
Total 544:					135.20	.00	
7089	CHARLIE'S PLUMBING OF JH	12177	DELONEY RESTROOM	07/01/2024	579.00	.00	
Total 7089:					579.00	.00	
5967	CITY OF DRIGGS	BBSTART2024	ALTURA APRIL AND MAY	07/02/2024	257.09	.00	
5967	CITY OF DRIGGS	BBSTART2024	BUS BARN RENT JULY	07/02/2024	1,278.00	.00	
5967	CITY OF DRIGGS	BBSTART2024	FALL RIVER JUNE	07/02/2024	354.29	.00	
Total 5967:					1,889.38	.00	
6001	CIVICPLUS	307712	CIVIC CLERK STANDARD	07/01/2024	4,301.28	.00	
Total 6001:					4,301.28	.00	
514	CONRAD & BISCHOFF INC.	IN-113492-24	FUEL	06/17/2024	29,043.28	.00	
Total 514:					29,043.28	.00	
4887	CONTROL SYSTEM TECHNOLO	11264	SNOW KING BOOSTER	07/01/2024	2,400.00	.00	
Total 4887:					2,400.00	.00	
7480	DAVID DEL ANGEL SANCHEZ	063024	REFUND BUSINESS LICENSE 8	06/30/2024	126.00	.00	
Total 7480:					126.00	.00	
3881	DEX IMAGING	AR11472993	CONTRACT COPIER	06/14/2024	495.13	.00	
Total 3881:					495.13	.00	
7477	DIGITELLIGENT, INC	3467	SPANISH COURSE	06/26/2024	1,520.00	.00	
Total 7477:					1,520.00	.00	
2175	DIVISION OF VICTIM SERVICES	070124	JUNE CRIME VICTIM SURCHAR	07/01/2024	150.00	.00	
Total 2175:					150.00	.00	
2934	DLT SOLUTIONS, INC.	5239178A	Architecutre Engineering Construc	06/25/2024	8,788.74	.00	
Total 2934:					8,788.74	.00	
3408	E.R. OFFICE EXPRESS	22428	POCKET FOLDERS	06/13/2024	33.94	.00	
3408	E.R. OFFICE EXPRESS	22466	Office PAPER	07/01/2024	59.45	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3408:					93.39	.00	
6844	EKOS, INC	217556	FUEL SITE MODULE	06/30/2024	80.00	.00	
Total 6844:					80.00	.00	
7446	ELAN ONE CARD	CD 3840 05/24	MAILCHIMP-COMMUNITY DEVE	05/24/2024	75.00	.00	
7446	ELAN ONE CARD	CD 3840 05/24	CUSTOMHAT-COMMUNITY DEV	05/24/2024	3,874.50	.00	
7446	ELAN ONE CARD	Chief 0494 05/	EGGINGTONS-POLICE - PATRO	05/24/2024	97.25	.00	
7446	ELAN ONE CARD	Chief 0494 05/	JACKALOPE TRAVEL-POLICE -	05/24/2024	48.63	.00	
7446	ELAN ONE CARD	Chief 0494 05/	THE VIRGINIAN-POLICE - ADMI	05/24/2024	329.28	.00	
7446	ELAN ONE CARD	Chief 0494 05/	ALBERTSONS-POLICE - ADMINI	05/24/2024	21.46	.00	
7446	ELAN ONE CARD	Chief 0494 05/	PICNIC-POLICE - ADMINISTRATI	05/24/2024	65.80	.00	
7446	ELAN ONE CARD	Chief 0494 05/	MERRY PIGLETS-POLICE - ADM	05/24/2024	174.72	.00	
7446	ELAN ONE CARD	Chief 0494 05/	NEW YORK CITY SUB SHOP-PO	05/24/2024	361.94	.00	
7446	ELAN ONE CARD	Chief 0494 05/	ALBERTSONS-POLICE - ADMINI	05/24/2024	59.60	.00	
7446	ELAN ONE CARD	Chief 0494 05/	DOG-POLICE - PATROL	05/24/2024	388.80	.00	
7446	ELAN ONE CARD	Chief 0494 05/	BEST WESTERN-POLICE - PAT	05/24/2024	359.52	.00	
7446	ELAN ONE CARD	Chief 0494 05/	AUDIBLE-POLICE - ADMINISTRA	05/24/2024	15.85	.00	
7446	ELAN ONE CARD	Chief 0494 05/	FLYING J-POLICE - PATROL	05/24/2024	37.28	.00	
7446	ELAN ONE CARD	Chief 0494 05/	ALBERTSONS-POLICE - ADMINI	05/24/2024	51.96	.00	
7446	ELAN ONE CARD	Finance 9639 0	MAVERIK-MUNICIPAL JUDGE	05/24/2024	36.63	.00	
7446	ELAN ONE CARD	Finance 9639 0	PLAINS HOTEL CHEYENNE-MU	05/24/2024	828.00	.00	
7446	ELAN ONE CARD	Finance 9639 0	PILOT-MUNICIPAL JUDGE	05/24/2024	21.97	.00	
7446	ELAN ONE CARD	Finance 9639 0	EXXON-MUNICIPAL JUDGE	05/24/2024	28.71	.00	
7446	ELAN ONE CARD	Finance 9639 0	SCHWAB FUNERAL HOME-TOW	05/24/2024	170.37	.00	
7446	ELAN ONE CARD	IT 7309 05/24/2	GARMIN-INFORMATION TECHN	05/24/2024	64.95	.00	
7446	ELAN ONE CARD	IT 7309 05/24/2	COMPTIA MARKETPLACE-INFO	05/24/2024	741.00	.00	
7446	ELAN ONE CARD	IT 7309 05/24/2	GO DADDY-INFORMATION TEC	05/24/2024	199.98	.00	
7446	ELAN ONE CARD	IT 7309 05/24/2	BLUEBEAM-INFORMATION TEC	05/24/2024	2,610.00	.00	
7446	ELAN ONE CARD	IT 7309 05/24/2	GO DADDY-INFORMATION TEC	05/24/2024	239.88	.00	
7446	ELAN ONE CARD	IT 7309 05/24/2	GO DADDY-INFORMATION TEC	05/24/2024	199.98	.00	
7446	ELAN ONE CARD	IT 7309 05/24/2	AMAZON WEB SERVICES-INFO	05/24/2024	78.99	.00	
7446	ELAN ONE CARD	IT 7309 05/24/2	GO DADDY-INFORMATION TEC	05/24/2024	35.16	.00	
7446	ELAN ONE CARD	IT 7309 05/24/2	DISH NETWORK-TOWN-WIDE S	05/24/2024	144.74	.00	
7446	ELAN ONE CARD	IT 7309 05/24/2	HERTZ-INFORMATION TECHNO	05/24/2024	545.89	.00	
7446	ELAN ONE CARD	IT 7309 05/24/2	TARGET-INFORMATION TECHN	05/24/2024	211.96	.00	
7446	ELAN ONE CARD	IT 7309 05/24/2	ALBERTSONS-INFORMATION T	05/24/2024	72.98	.00	
7446	ELAN ONE CARD	IT 7309 05/24/2	GO DADDY-INFORMATION TEC	05/24/2024	799.96	.00	
7446	ELAN ONE CARD	WWTP 2901 0	ALITA INDUSTIES-SEWER DEPA	05/24/2024	170.00	.00	
7446	ELAN ONE CARD	WWTP 2901 0	ALBERTSONS-SEWER DEPART	05/24/2024	44.70	.00	
7446	ELAN ONE CARD	WWTP 2901 0	PSI SERVICE-SEWER DEPART	05/24/2024	106.00	.00	
Total 7446:					13,313.44	.00	
1134	ENERGY LABORATORIES INC.	637237	INFLUENT AND EFFLUENT	06/18/2024	469.00	.00	
1134	ENERGY LABORATORIES INC.	637956	INFLUENT AND EFFLUENT	06/20/2024	469.00	.00	
1134	ENERGY LABORATORIES INC.	638859	BEFORE LIGHTS, BARROW PO	06/25/2024	167.00	.00	
1134	ENERGY LABORATORIES INC.	640203	INFLUENT AND EFFLUENT	07/01/2024	469.00	.00	
Total 1134:					1,574.00	.00	
6552	ETNA TRADE PARK LLC	070324	AUGUST RENT	07/03/2024	4,062.00	.00	
Total 6552:					4,062.00	.00	
81	EVANS CONSTRUCTION INC	244626	LEGO BULK GRANITE FACE	06/21/2024	1,012.05	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 81:					1,012.05	.00	
5463	FIGJAM ENTERPRISES, LLC	1415	WINDOW CLEANING	05/12/2024	4,410.00	.00	
5463	FIGJAM ENTERPRISES, LLC	1425	WINDOW CLEANING	05/25/2024	500.00	.00	
5463	FIGJAM ENTERPRISES, LLC	1425	WINDOW CLEANING	05/25/2024	250.00	.00	
Total 5463:					5,160.00	.00	
7326	FISHPAUGH, KELLIE	061724	TRAVEL EXPENSES	06/17/2024	1,152.48	.00	
Total 7326:					1,152.48	.00	
7287	GARCIA, ISRAEL	0041	TRANSLATION SERVICES	06/20/2024	40.00	.00	
7287	GARCIA, ISRAEL	0044	TRANSLATION	07/01/2024	120.00	.00	
Total 7287:					160.00	.00	
7169	HAWLEY, FLAVIANNA	062524	REIMB CABINETRY FOR 940 SI	06/25/2024	315.88	.00	
Total 7169:					315.88	.00	
4988	HD FOWLER COMPANY	I6735378	TAPPING SLEEVES	06/18/2024	2,067.84	.00	
Total 4988:					2,067.84	.00	
7476	HDLA	3553	MAY SERVICES	05/31/2024	1,593.75	.00	
Total 7476:					1,593.75	.00	
96	HIGH COUNTRY LINEN	0445604	MATS @ TOWN HALL	06/18/2024	237.25	.00	
96	HIGH COUNTRY LINEN	0445729	MATS @ SHELTER	06/19/2024	81.15	.00	
96	HIGH COUNTRY LINEN	0446654	MATS @ HOME RANCH	06/24/2024	53.45	.00	
96	HIGH COUNTRY LINEN	0447967	SHOP TOWELS	07/01/2024	86.31	.00	
96	HIGH COUNTRY LINEN	S0443117	SUPPLIES	06/05/2024	148.30	.00	
96	HIGH COUNTRY LINEN	S0446824	TOWELS	06/24/2024	197.41	.00	
Total 96:					803.87	.00	
6455	HIRST APPLGATE, LLP	220424	LEGAL SERVICES JUNE	07/02/2024	5,876.76	.00	
Total 6455:					5,876.76	.00	
503	HUNT CONSTRUCTION INC	11194	ASPHALT SEAL AND PATCH	06/28/2024	20,385.00	.00	
Total 503:					20,385.00	.00	
4164	ICMA MEMBERSHIP	425291 0724	ROBINSON MEMBERSHIP	07/01/2024	12,000.00	.00	
Total 4164:					12,000.00	.00	
3323	IDAHO TRAFFIC SAFETY, INC.	195745	PIANO KEYS,STOP BARS,BULB	06/19/2024	50,905.00	.00	
Total 3323:					50,905.00	.00	
106	INTERSTATE BATTERY	950002149	BATTERIES	06/24/2024	268.90	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 106:					268.90	.00	
6954	IVY OUTDOOR SERVICES LLC	0000089	JUNE DOWNTOWN TRASH	07/01/2024	16,312.50	.00	
6954	IVY OUTDOOR SERVICES LLC	0000090	JUNE TRASH ROUTE	07/01/2024	1,800.00	.00	
Total 6954:					18,112.50	.00	
2	JACKSON CURBSIDE INC.	00031985	DOWNTOWN RECYCLING	06/10/2024	1,530.00	.00	
Total 2:					1,530.00	.00	
5127	JACKSON HOLE AIRPORT	070124	REIMBURSE AIRPORT PILOT P	07/01/2024	5,505.00	.00	
Total 5127:					5,505.00	.00	
6474	JACKSON HOLE LAW, PC	2276	LEGAL SERVICES JUNE	06/30/2024	3,505.00	.00	
Total 6474:					3,505.00	.00	
131	JACKSON HOLE NEWS & GUID	365502	AD#428138	05/22/2024	209.00	.00	
131	JACKSON HOLE NEWS & GUID	365503	AD#428137	05/22/2024	223.25	.00	
131	JACKSON HOLE NEWS & GUID	365504	AD#428136	05/22/2024	104.50	.00	
131	JACKSON HOLE NEWS & GUID	365704	AD#428139	05/29/2024	180.50	.00	
131	JACKSON HOLE NEWS & GUID	366240	AD#428622	06/05/2024	631.75	.00	
131	JACKSON HOLE NEWS & GUID	366356	AD 428335	05/12/2024	385.00	.00	
131	JACKSON HOLE NEWS & GUID	366357	AD#428786	06/12/2024	247.00	.00	
131	JACKSON HOLE NEWS & GUID	366358	AD#428787	06/12/2024	988.00	.00	
131	JACKSON HOLE NEWS & GUID	366359	AD#428788	06/12/2024	223.25	.00	
131	JACKSON HOLE NEWS & GUID	36667	AD#429076	06/19/2024	864.00	.00	
131	JACKSON HOLE NEWS & GUID	366678	AD#428965	06/19/2024	896.00	.00	
131	JACKSON HOLE NEWS & GUID	366759	AD#429131	06/26/2024	896.00	.00	
131	JACKSON HOLE NEWS & GUID	366760	AD#428710	06/26/2024	240.00	.00	
131	JACKSON HOLE NEWS & GUID	366835	AD 429083	06/26/2024	385.00	.00	
131	JACKSON HOLE NEWS & GUID	366836	AD#429191	06/26/2024	617.50	.00	
131	JACKSON HOLE NEWS & GUID	366837	AD#429192	06/26/2024	133.00	.00	
131	JACKSON HOLE NEWS & GUID	366886	AD#429195	06/26/2024	38.00	.00	
131	JACKSON HOLE NEWS & GUID	366887	AD#429194	06/26/2024	33.25	.00	
131	JACKSON HOLE NEWS & GUID	366888	AD#429193	06/26/2024	38.00	.00	
131	JACKSON HOLE NEWS & GUID	367047	AD@428053	06/30/2024	592.20	.00	
131	JACKSON HOLE NEWS & GUID	367236	AD#429083	07/03/2024	385.00	.00	
Total 131:					8,310.20	.00	
114	JACKSON LUMBER INC	0001002866-0	PLYWOOD	06/26/2024	110.46	.00	
Total 114:					110.46	.00	
7125	JACKSON WHOLE FAMILY HEAL	051424	PHYSICAL EXAM	05/14/2024	380.00	.00	
Total 7125:					380.00	.00	
283	JEWISON, SAMUEL LEE	051524	BREAKFAST REIMBURSE	05/15/2024	100.69	.00	
283	JEWISON, SAMUEL LEE	062624	REIMBURSEMENT- SAFETY BO	06/26/2024	100.00	.00	
Total 283:					200.69	.00	
139	JORGENSEN ASSOCIATES, PC	53693	23007 TOJ DETAIL LIBRARY UP	06/03/2024	530.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
139	JORGENSEN ASSOCIATES, PC	53819	19137 FLAT CREEK SEWER	06/18/2024	5,568.74	.00	
Total 139:					6,098.74	.00	
5537	KEENAN, PETER	070324	AUGUST RENT	07/03/2024	2,300.00	.00	
Total 5537:					2,300.00	.00	
3332	KILMER'S BG DISTRIBUTING	18386	TRANSMISSIONS	06/20/2024	2,860.00	.00	
Total 3332:					2,860.00	.00	
3644	KZJH	24060185	RADIO ADS	06/30/2024	1,536.00	.00	
3644	KZJH	24060186	RADIO ADS	06/30/2024	1,536.00	.00	
3644	KZJH	24060187	RADIO ADS	06/30/2024	1,536.00	.00	
Total 3644:					4,608.00	.00	
5691	LEPCO	57673	SOFTENER SALT	06/13/2024	185.00	.00	
5691	LEPCO	57828	CHEM DELIVERY	06/25/2024	789.32	.00	
Total 5691:					974.32	.00	
2224	LOCAL GOV'T LIABILITY POOL	15450	DEDUCTIBLE GL240054	06/24/2024	515.00	.00	
2224	LOCAL GOV'T LIABILITY POOL	15452	AA240049 DEDUCTIBLE	06/25/2024	1,000.00	.00	
Total 2224:					1,515.00	.00	
156	LOWER VALLEY ENERGY INC	070324	AUGUST RENT	07/03/2024	3,000.00	.00	
156	LOWER VALLEY ENERGY INC	92050-002 06-	3150 S ADAMS CANYON DR, JA	06/28/2024	199.40	.00	
156	LOWER VALLEY ENERGY INC	92050-003 06-	SPRUCE DR PUMP HOUSE, JA	06/28/2024	326.48	.00	
156	LOWER VALLEY ENERGY INC	92050-005 06-	CACHE KUDAR LT, JACKSON,	06/28/2024	44.49	.00	
156	LOWER VALLEY ENERGY INC	92050-006 06-	N CACHE ST LIGHTING, JACKS	06/28/2024	27.87	.00	
156	LOWER VALLEY ENERGY INC	92050-008 06-	CEMETERY, JACKSON, WY 20	06/28/2024	29.29	.00	
156	LOWER VALLEY ENERGY INC	92050-010 06-	ELY SPRINGS RD WELL 6,7,8, J	06/28/2024	2,570.37	.00	
156	LOWER VALLEY ENERGY INC	92050-014 06-	135 E BROADWAY AVE HEAT TA	06/28/2024	17.53	.00	
156	LOWER VALLEY ENERGY INC	92050-016 06-	210 N CACHE ST HOME RANCH	06/28/2024	42.81	.00	
156	LOWER VALLEY ENERGY INC	92050-017 06-	WASTE WATER TRTMT INTERM	06/28/2024	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-019 06-	RANGEVIEW DR LIFT PUMP CO	06/28/2024	60.26	.00	
156	LOWER VALLEY ENERGY INC	92050-020 06-	S HWY 89 PATHWAY TUNNEL LT	06/28/2024	33.95	.00	
156	LOWER VALLEY ENERGY INC	92050-021 06-	150 E PEARL AVE, JACKSON, W	06/28/2024	1,168.96	.00	
156	LOWER VALLEY ENERGY INC	92050-023 06-	RANGEVIEW DR LOTS 18,19 LT	06/28/2024	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-024 06-	1605 BERGER LN SEWER LIFT	06/28/2024	18.77	.00	
156	LOWER VALLEY ENERGY INC	92050-025 06-	450 W SNOW KING AVE NEW S	06/28/2024	550.43	.00	
156	LOWER VALLEY ENERGY INC	92050-026 06-	450 W SNOW KING AVE SHOP, J	06/28/2024	155.85	.00	
156	LOWER VALLEY ENERGY INC	92050-027 06-	RANGEVIEW DR LOTS 20,21 LT	06/28/2024	17.79	.00	
156	LOWER VALLEY ENERGY INC	92050-028 06-	RANGEVIEW DR LOTS 26,27 LT	06/28/2024	17.92	.00	
156	LOWER VALLEY ENERGY INC	92050-030 06-	RANGEVIEW DR LOTS 95,96 LT	06/28/2024	17.66	.00	
156	LOWER VALLEY ENERGY INC	92050-031 06-	MOUNTAIN VIEW LN LOT 38,39	06/28/2024	17.73	.00	
156	LOWER VALLEY ENERGY INC	92050-032 06-	LILAC LN LOTS 88, 89 LTS, JAC	06/28/2024	17.60	.00	
156	LOWER VALLEY ENERGY INC	92050-034 06-	LILAC LN LOTS 80, 81 LTS, JAC	06/28/2024	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-035 06-	RANGEVIEW DR LOTS 41,42 LT	06/28/2024	20.32	.00	
156	LOWER VALLEY ENERGY INC	92050-036 06-	RANGEVIEW DR LOTS 12,13 LT	06/28/2024	16.56	.00	
156	LOWER VALLEY ENERGY INC	92050-039 06-	LILAC LN LOTS 86, 87 LTS, JAC	06/28/2024	17.60	.00	
156	LOWER VALLEY ENERGY INC	92050-040 06-	CORNER CREEK & LILAC LOTS	06/28/2024	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-041 06-	LILAC & DAISY LOTS 99, 101 LT	06/28/2024	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-043 06-	CORNER CREEK LOTS 68,69 LT,	06/28/2024	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-044 06-	610 SNOW KING DR ESTATES B	06/28/2024	249.18	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-045 06-	TOWN SQUARE LIGHTS, JACKS	06/28/2024	130.00	.00	
156	LOWER VALLEY ENERGY INC	92050-047 06-	WASTE WATER TRTMT UV BLD	06/28/2024	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-049 06-	WASTE WATER TRTMT PTB 545	06/28/2024	12,096.23	.00	
156	LOWER VALLEY ENERGY INC	92050-050 06-	2 MG TANK, JACKSON, WY 200	06/28/2024	17.98	.00	
156	LOWER VALLEY ENERGY INC	92050-051 06-	WELL #5 KARNS MEADOW DR,	06/28/2024	2,993.95	.00	
156	LOWER VALLEY ENERGY INC	92050-052 06-	675 E BROADWAY AVE WELL #1	06/28/2024	1,099.65	.00	
156	LOWER VALLEY ENERGY INC	92050-053 06-	WELLS #2 & #3, JACKSON, WY	06/28/2024	3,407.60	.00	
156	LOWER VALLEY ENERGY INC	92050-054 06-	CITY WELL ELK REF 1, JACKSO	06/28/2024	16.69	.00	
156	LOWER VALLEY ENERGY INC	92050-055 06-	CITY WELL ELK REF 2, JACKSO	06/28/2024	7.83	.00	
156	LOWER VALLEY ENERGY INC	92050-059 06-	440 W SNOW KING AVE POLICE	06/28/2024	31.48	.00	
156	LOWER VALLEY ENERGY INC	92050-060 06-	400 W SNOW KING AVE S GAR,	06/28/2024	40.34	.00	
156	LOWER VALLEY ENERGY INC	92050-061 06-	400 W SNOW KING AVE PUBLIC	06/28/2024	102.41	.00	
156	LOWER VALLEY ENERGY INC	92050-074 06-	CRABTREE LN THAW WELL #2,	06/28/2024	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-075 06-	HIGH SCHOOL RD THAW WELL	06/28/2024	27.10	.00	
156	LOWER VALLEY ENERGY INC	92050-078 06-	145 W HANSEN AVE FRONT, JA	06/28/2024	117.35	.00	
156	LOWER VALLEY ENERGY INC	92050-079 06-	145 W HANSEN AVE BACK, JAC	06/28/2024	57.81	.00	
156	LOWER VALLEY ENERGY INC	92050-081 06-	IRR CONTROL & LTS PEARL ST,	06/28/2024	22.00	.00	
156	LOWER VALLEY ENERGY INC	92050-082 06-	400 W SNOW KING AVE E STOR	06/28/2024	108.33	.00	
156	LOWER VALLEY ENERGY INC	92050-090 06-	955 MAPLE WAY, JACKSON, WY	06/28/2024	57.32	.00	
156	LOWER VALLEY ENERGY INC	92050-092 06-	3150 S ADAMS CANYON DR ANI	06/28/2024	135.85	.00	
156	LOWER VALLEY ENERGY INC	92050-102 06-	145 W HANSEN AVE FRONT, JA	06/28/2024	22.60	.00	
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	06/28/2024	1,798.04	.00	
156	LOWER VALLEY ENERGY INC	92050-106 06-	940 SIMON LN, JACKSON, WY	06/28/2024	83.40	.00	
156	LOWER VALLEY ENERGY INC	92050-111 06-2	PEARL & WILLOW ST LTS, JACK	06/28/2024	18.56	.00	
156	LOWER VALLEY ENERGY INC	92050-114 06-2	210 N CACHE ST HOME RANCH	06/28/2024	282.54	.00	
156	LOWER VALLEY ENERGY INC	92050-126 06-	SPRING WATER LN LIFT STATIO	06/28/2024	32.88	.00	
156	LOWER VALLEY ENERGY INC	92050-127 06-	3337 S CODY CREEK DR LIFT S	06/28/2024	152.22	.00	
156	LOWER VALLEY ENERGY INC	92050-130 06-	3 CREEK RANCH AFFORDABLE	06/28/2024	21.87	.00	
156	LOWER VALLEY ENERGY INC	92050-131 06-	195 E DELONEY AVE RESTROO	06/28/2024	150.68	.00	
156	LOWER VALLEY ENERGY INC	92050-132 06-	160 S MILLWARD ST PARKING	06/28/2024	1,357.26	.00	
156	LOWER VALLEY ENERGY INC	92050-134 06-	160 S MILLWARD ST PARKING	06/28/2024	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-332 06-	185 N GLENWOOD ST LTS, JAC	06/28/2024	16.31	.00	
156	LOWER VALLEY ENERGY INC	92050-334 06-	JOSEPHINE LOOP LOT 15 LIFT	06/28/2024	67.11	.00	
156	LOWER VALLEY ENERGY INC	92050-336 06-	HIDDEN RANCH PATHWAY TUN	06/28/2024	21.87	.00	
156	LOWER VALLEY ENERGY INC	92050-341 06-	210 N CACHE ST HOME RANCH	06/28/2024	32.95	.00	
156	LOWER VALLEY ENERGY INC	92050-342 06-	25 S REDMOND ST LT PEDESTA	06/28/2024	29.81	.00	
156	LOWER VALLEY ENERGY INC	92050-345 06-	930 SIMON LN, JACKSON, WY	06/28/2024	83.52	.00	
156	LOWER VALLEY ENERGY INC	92050-353 06-	W DELONEY & BROADWAY LTS,	06/28/2024	64.97	.00	
156	LOWER VALLEY ENERGY INC	92050-355 06-	S CACHE SE OF CENTER ARTS	06/28/2024	60.19	.00	
156	LOWER VALLEY ENERGY INC	92050-356 06-	55 KARNS MEADOW DR START	06/28/2024	2,374.17	.00	
156	LOWER VALLEY ENERGY INC	92050-357 06-	55 KARNS MEADOW DR START	06/28/2024	1,229.37	.00	
156	LOWER VALLEY ENERGY INC	92050-358 06-	650 W BROADWAY PATHWAY LT	06/28/2024	56.13	.00	
156	LOWER VALLEY ENERGY INC	92050-359 06-	MILLER PARK PARKING LOT CH	06/28/2024	279.11	.00	
156	LOWER VALLEY ENERGY INC	92050-360 06-	1035 W BROADWAY AVE PATH	06/28/2024	26.97	.00	
156	LOWER VALLEY ENERGY INC	92050-361 06-	625 W BROADWAY AVE NEW P	06/28/2024	21.48	.00	
156	LOWER VALLEY ENERGY INC	92050-362 06-	STELLARIA LN/S HWY 89 LIGHT	06/28/2024	19.42	.00	
156	LOWER VALLEY ENERGY INC	92050-363 06-	455 VINE ST UTIL, JACKSON, W	06/28/2024	47.85	.00	
156	LOWER VALLEY ENERGY INC	92050-364 06-	65 VIRGINIAN LN #5, JACKSON,	06/28/2024	39.61	.00	
156	LOWER VALLEY ENERGY INC	92050-365 06-	65 VIRGINIAN LN #7, JACKSON,	06/28/2024	66.49	.00	
156	LOWER VALLEY ENERGY INC	92050-367 06-	455 VINE ST APT #3, JACKSON,	06/28/2024	41.58	.00	
156	LOWER VALLEY ENERGY INC	92050-368 06-	455 VINE ST APT #4, JACKSON,	06/28/2024	47.65	.00	
156	LOWER VALLEY ENERGY INC	92050-370 06-	2022 WILDFLOWER CT, JACKS	06/28/2024	63.99	.00	
156	LOWER VALLEY ENERGY INC	92050-371 06-	2022 WILDFLOWER CT, JACKS	06/28/2024	43.94	.00	
156	LOWER VALLEY ENERGY INC	92050-374 06-	455 VINE ST APT #1, JACKSON,	06/28/2024	51.87	.00	
156	LOWER VALLEY ENERGY INC	92050-375 06-	155 E PEARL AVE, JACKSON, W	06/28/2024	22.51	.00	
156	LOWER VALLEY ENERGY INC	92050-376 06-	149 E PEARL AVE, JACKSON, W	06/28/2024	52.43	.00	
156	LOWER VALLEY ENERGY INC	92050-378 06-	145 E PEARL AVE #A EAST, JAC	06/28/2024	30.78	.00	
156	LOWER VALLEY ENERGY INC	92050-382 06-	BUDGE DR LT SYSTEM, JACKS	06/28/2024	19.42	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-383 06-	SNOW KING DR WATER TANK C	06/28/2024	17.66	.00	
156	LOWER VALLEY ENERGY INC	92050-385 06-	85 N SPRING GULCH RD SPRIN	06/28/2024	290.66	.00	
156	LOWER VALLEY ENERGY INC	92050-388 06-	121 SHERWOOD CT BLDG 2 BU	06/28/2024	30.28	.00	
156	LOWER VALLEY ENERGY INC	92050-389 06-	1640 MARTIN LN LIFT STATION,	06/28/2024	21.02	.00	
156	LOWER VALLEY ENERGY INC	92050-390 06-	400 W SNOW KING AVE HOUSI	06/28/2024	195.53	.00	
156	LOWER VALLEY ENERGY INC	92050-391 06-	400 W SNOW KING AVE PARK M	06/28/2024	222.14	.00	
156	LOWER VALLEY ENERGY INC	92050-392 06-	400 W SNOW KING AVE ADMIN,	06/28/2024	466.10	.00	
156	LOWER VALLEY ENERGY INC	92050-393 06-	400 W SNOW KING AVE EMPLO	06/28/2024	298.04	.00	
156	LOWER VALLEY ENERGY INC	92050-395 06-	145 E PEARL AVE #C LOFT, JAC	06/28/2024	55.61	.00	
156	LOWER VALLEY ENERGY INC	92050-396 06-	145 E PEARL AVE HSE/CMN, JA	06/28/2024	81.46	.00	
156	LOWER VALLEY ENERGY INC	92050-397 06-	145 E PEARL AVE #B WEST, JA	06/28/2024	47.14	.00	
156	LOWER VALLEY ENERGY INC	92050-398 06-	155 E PEARL AVE, JACKSON, W	06/28/2024	69.64	.00	
156	LOWER VALLEY ENERGY INC	92050-399 06-	155 E PEARL AVE, JACKSON, W	06/28/2024	48.90	.00	
156	LOWER VALLEY ENERGY INC	92050-401 06-	455 VINE ST APT #2, JACKSON,	06/28/2024	67.98	.00	
156	LOWER VALLEY ENERGY INC	92050-405 06-	3585 S CANADIAN DR, JACKSO	06/28/2024	75.20	.00	
156	LOWER VALLEY ENERGY INC	92050-406 06-	3585 S CANADIAN DR, JACKSO	06/28/2024	6.63	.00	
156	LOWER VALLEY ENERGY INC	92050-407 06-	130 E KELLY AVE #23, JACKSO	06/28/2024	40.36	.00	
156	LOWER VALLEY ENERGY INC	92050-409 06-	6905 W HWY 22 RENTAL, WILS	06/28/2024	31.28	.00	
156	LOWER VALLEY ENERGY INC	92050-411 06-2	1540 MARTIN LN H-FRAME MET	06/28/2024	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-413 06-	76 E CIRCLE DR, THAYNE, WY	06/28/2024	37.52	.00	
156	LOWER VALLEY ENERGY INC	92050-416 06-	350 N MILLWARD ST #5, JACKS	06/28/2024	62.48	.00	
156	LOWER VALLEY ENERGY INC	92050-417 06-	105 MERCILL AVE LCP ST LT, JA	06/28/2024	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-418 06-	355 W DELONEY AVE E-5, JACK	06/28/2024	55.88	.00	
156	LOWER VALLEY ENERGY INC	92050-419 06-	55 VIRGINIAN LN #4, JACKSON,	06/28/2024	31.72	.00	
156	LOWER VALLEY ENERGY INC	92050-420 06-	355 W DELONEY AVE A-5, JACK	06/28/2024	60.49	.00	
156	LOWER VALLEY ENERGY INC	92050-421 06-	268 SAWMILL RD, ALPINE, WY	06/28/2024	14.44	.00	
Total 156:					40,436.71	.00	
7112	MARKMAN, JASON	070324	AUGUST RENT	07/03/2024	2,800.00	.00	
7112	MARKMAN, JASON	070324 76	AUGUST RENT 76 EAST CIRCL	07/03/2024	1,995.00	.00	
Total 7112:					4,795.00	.00	
6313	MASTERCARE CLEANING, LLC	1510	UPHOLSTERY	06/17/2024	224.00	.00	
Total 6313:					224.00	.00	
3839	MATTHEW BENDER & CO., INC.	41673077	WY COURT RULES	06/19/2024	344.61	.00	
Total 3839:					344.61	.00	
5986	Mountain Fire Protection	3827	BACK FLOW REPAIR	07/02/2024	200.00	.00	
Total 5986:					200.00	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6996344001	PARTS	06/07/2024	484.13	.00	
4623	MSC INDUSTRIAL SUPPLY CO	7008359001	SCREWS	06/23/2024	425.71	.00	
Total 4623:					909.84	.00	
257	NAPA AUTO PARTS INC.	222107	RETAINER	05/22/2024	19.78	.00	
257	NAPA AUTO PARTS INC.	225162	FILTER KIT	06/04/2024	53.99	.00	
257	NAPA AUTO PARTS INC.	225321	Platinum filter kit	06/05/2024	53.99-	.00	
257	NAPA AUTO PARTS INC.	225492	2006 CHEV FILTER	06/05/2024	8.12	.00	
257	NAPA AUTO PARTS INC.	228415	OIL FILTER	06/17/2024	5.58	.00	
257	NAPA AUTO PARTS INC.	228493	FLUID FILTER	06/17/2024	16.91	.00	
257	NAPA AUTO PARTS INC.	228860	RELAY	06/18/2024	23.39	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
257	NAPA AUTO PARTS INC.	228878	BLOWER MOTOR	06/18/2024	116.98	.00	
257	NAPA AUTO PARTS INC.	229065	TUBING	06/19/2024	5.08	.00	
257	NAPA AUTO PARTS INC.	229081	TUBING	06/19/2024	.52-	.00	
257	NAPA AUTO PARTS INC.	229270	BLOWER MOTOR	06/19/2024	84.99	.00	
257	NAPA AUTO PARTS INC.	230369	NAPAGOLD	06/24/2024	14.44	.00	
257	NAPA AUTO PARTS INC.	230549	LAMP	06/24/2024	5.94	.00	
257	NAPA AUTO PARTS INC.	230874	squeegee	06/25/2024	34.57	.00	
257	NAPA AUTO PARTS INC.	231058	parts washer solvent	06/26/2024	128.99	.00	
257	NAPA AUTO PARTS INC.	231101	Tire rep refill	06/26/2024	4.49	.00	
257	NAPA AUTO PARTS INC.	231166	NAPAGOLD	06/26/2024	16.24	.00	
Total 257:					484.98	.00	
187	NELSON ENGINEERING	64387	23-302-01 TOJ THAW WELL 10	05/29/2024	3,708.25	.00	
187	NELSON ENGINEERING	64597	23-302-02 TOJ GILL WELL HOUS	06/11/2024	7,580.00	.00	
187	NELSON ENGINEERING	64722	23-302-01 TOJ THAW WELL 10	06/26/2024	168.75	.00	
Total 187:					11,457.00	.00	
513	ON SIGHT LAND SURVEYORS I	061924	P24-066 review	06/19/2024	300.00	.00	
Total 513:					300.00	.00	
4712	OPERATOR 6 EXECUTIVE SEC	1624	MOLD REMED	06/18/2024	3,822.53	.00	
4712	OPERATOR 6 EXECUTIVE SEC	1624	MOLD REMED	06/18/2024	3,822.53	.00	
Total 4712:					7,645.06	.00	
6894	PALINDROME STUDIO	000473	SUSTAINABILITY REPORT	06/27/2024	2,281.79	.00	
Total 6894:					2,281.79	.00	
7070	PEAK WATER SERVICES, LLC	INVPWS2744	HOMA PUMP REPAIR	06/19/2024	1,647.55	.00	
Total 7070:					1,647.55	.00	
6260	POLISEO, FLOREN	062824	REIMBURSE FOR JOHNNY RYA	06/28/2024	140.00	.00	
Total 6260:					140.00	.00	
6649	QUADIENT LEASING USA, INC.	16946101	IN6-7 SERIES INK CART	03/15/2024	309.70	.00	
Total 6649:					309.70	.00	
532	QUICK BROWN FOX LLC	4062	PASSES	06/20/2024	450.00	.00	
Total 532:					450.00	.00	
7066	R & A SAFETY LLC	44549	PRE-EMPLOY	06/03/2024	90.50	.00	
7066	R & A SAFETY LLC	44662	PRE-EMPLOY	06/14/2024	90.50	.00	
7066	R & A SAFETY LLC	44689	DOT RANDOM	06/25/2024	90.50	.00	
7066	R & A SAFETY LLC	44699	DOT RANDOM	06/26/2024	90.50	.00	
7066	R & A SAFETY LLC	44706	DOT RANDOM	06/27/2024	90.50	.00	
Total 7066:					452.50	.00	
7460	RAMANATHAN, BRINDA	070324	AUGUST RENT	07/03/2024	2,500.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7460:					2,500.00	.00	
7474	READ, WRITE, ROAR! LLC	0075	MT2030	07/02/2024	11,900.00	.00	
Total 7474:					11,900.00	.00	
5838	Rendezvous Insurance Inc.	4023	UMBRELLA COVERAGE START	07/02/2024	146,508.50	.00	
Total 5838:					146,508.50	.00	
4869	RIDGELINE EXCAVATION INC	1926	DOZER RENT	06/27/2024	5,000.00	.00	
Total 4869:					5,000.00	.00	
5672	RINK-TEC INTERNATIONAL, INC	5799	COMPRESSOR	06/28/2024	32,605.60	.00	
5672	RINK-TEC INTERNATIONAL, INC	5805	MAINTENANCE AGREEMENT	07/02/2024	15,702.62	.00	
Total 5672:					48,308.22	.00	
4989	RIPLEYS VACUUM CENTER, IN	220000008026	SOAP AND GARBAGE LINERS	07/01/2024	217.00	.00	
Total 4989:					217.00	.00	
4723	RON'S TOWING LLC	24-34524	EXPLORER TOW	06/21/2024	1,300.00	.00	
Total 4723:					1,300.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	2916	SUMMER LANDSCAPE	05/31/2024	142.80	.00	
5812	RUI INC. DBA VILLAGE GARDN	3141	SUMMER LANDSCAPING	06/30/2024	353.06	.00	
5812	RUI INC. DBA VILLAGE GARDN	3142	SUMMER LANDSCAPING	06/30/2024	172.50	.00	
Total 5812:					668.36	.00	
13	SAFETY SUPPLY & SIGN CO., I	076686	SIGNAGE	06/25/2024	7,630.18	.00	
Total 13:					7,630.18	.00	
7203	SCHWARTZ, ANDY	053124	LOBBY SERVICES	05/31/2024	4,167.00	.00	
7203	SCHWARTZ, ANDY	062624	LOBBY SERVICES	06/26/2024	4,167.00	.00	
Total 7203:					8,334.00	.00	
4359	SHERWIN-WILLIAMS CO.	0418-2	paint	06/19/2024	1,920.00	.00	
4359	SHERWIN-WILLIAMS CO.	0555-1	PAINT	06/21/2024	311.05	.00	
4359	SHERWIN-WILLIAMS CO.	7402-8	PAINT	06/20/2024	141.76	.00	
4359	SHERWIN-WILLIAMS CO.	7624-7	PAINT	06/27/2024	28.97	.00	
4359	SHERWIN-WILLIAMS CO.	9872-1	PAINT	06/07/2024	1,440.00	.00	
Total 4359:					3,841.78	.00	
4720	SILVERSTAR	54639 0724	MONTHLY SERVICES	07/01/2024	2,891.12	.00	
4720	SILVERSTAR	654791 0724	MONTHLY SERVICES 654791	07/01/2024	869.73	.00	
Total 4720:					3,760.85	.00	
6332	SMITH, MEGAN AMANDA	302	CONSULTING	06/14/2024	6,700.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6332:					6,700.00	.00	
7479	SPACESAVER INTERNATIONAL,	127459	SPACESAVER HIGH DENSITY M	06/12/2024	37,517.00	.00	
Total 7479:					37,517.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334628561	ANIMAL CARE	07/02/2024	79.52	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334628563	ANIMAL CARE	07/02/2024	79.52	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334628564	ANIMAL CARE	07/02/2024	136.43	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334628565	ANIMAL CARE	07/02/2024	69.02	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334628566	ANIMAL CARE	07/02/2024	32.26	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334628567	ANIMAL CARE	07/02/2024	32.79	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334628568	ANIMAL CARE	07/02/2024	136.43	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334628569	ANIMAL CARE	07/02/2024	71.76	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334628570	ANIMAL CARE	07/02/2024	69.02	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334628571	ANIMAL CARE	07/02/2024	87.32	.00	
Total 1505:					794.07	.00	
6838	SPSC POA - South Park Services	070124	WATER AND LOT FEE	07/01/2024	303.82	.00	
Total 6838:					303.82	.00	
7478	STEWART, DANIEL	063024	REIMB TRAVEL FOR INTERVIE	06/30/2024	2,204.72	.00	
Total 7478:					2,204.72	.00	
3989	STINKY PRINTS, INC	74340	ECO FAIR	05/09/2024	70.83	.00	
3989	STINKY PRINTS, INC	74796	BLUEPRINT SCANS	06/24/2024	10.24	.00	
Total 3989:					81.07	.00	
7088	STONE, KIRK	070324	AUGUST RENT	07/03/2024	2,940.00	.00	
Total 7088:					2,940.00	.00	
6660	SUBLETTE COUNTY SHERIFF'S	1422	JACKSON HOLE AIRPORT	06/20/2024	12,740.00	.00	
Total 6660:					12,740.00	.00	
1054	SUNRISE ENVIRONMENTAL	146625	ASSAULT,SPLATZ	05/24/2024	183.04	.00	
Total 1054:					183.04	.00	
6276	SUPOWIT, DEBORAH	062424	REIMBURSE DOT PHYSICAL	06/24/2024	155.00	.00	
Total 6276:					155.00	.00	
1443	TETON COUNTY CLERK	070224D	JUNE DISPATCH	07/02/2024	53,226.28	.00	
1443	TETON COUNTY CLERK	070224FE	FIRE EMS MONTHLY CONTRIB	07/02/2024	262,822.65	.00	
1443	TETON COUNTY CLERK	070224H	HOUSING MONTHLY CONTRIBU	07/02/2024	45,691.88	.00	
1443	TETON COUNTY CLERK	070224P	JUNE PATHWAYS	07/02/2024	5,972.78	.00	
1443	TETON COUNTY CLERK	070224PR	PARK AND REC MONTHLY CON	07/02/2024	229,485.13	.00	
Total 1443:					597,198.72	.00	
2362	TETON COUNTY PUBLIC HEALT	24-2959	DRINKING WATER TESTS	07/02/2024	200.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2362:					200.00	.00	
55	TETON COUNTY SHERIFF'S-JAI	672	MAY INMATES	06/03/2024	1,008.00	.00	
Total 55:					1,008.00	.00	
614	TETON COUNTY TREASURER	062824	ELECTRICAL PERMITS JULY 23-	06/28/2024	65,591.00	.00	
Total 614:					65,591.00	.00	
1614	TETON COUNTY-FUND 10	063024	FREI MOBILITY HOB STUDY	06/30/2024	27,893.98	.00	
1614	TETON COUNTY-FUND 10	063024A	PLANNING RYAN HOSTETTER	06/30/2024	6,029.28	.00	
1614	TETON COUNTY-FUND 10	063024A	PLANNING RYAN HOSTETTER	06/30/2024	227.41	.00	
Total 1614:					34,150.67	.00	
3027	TETON COUNTY-FUND 13	070124C	JUNE 2024 CAPITAL	07/01/2024	9,376.17	.00	
Total 3027:					9,376.17	.00	
7475	TETON LUNCH COUNTER	2034	CATERING DEPOSIT	07/01/2024	28,225.00	.00	
Total 7475:					28,225.00	.00	
268	TETON MOTORS INC	205019215	RELAY COVER	06/19/2024	68.27	.00	
268	TETON MOTORS INC	5110347 1	TRANS SPORD	06/24/2024	4,729.80	.00	
Total 268:					4,798.07	.00	
6992	TETON ROPE ACCESS AND SE	1199	VENT CAP	06/21/2024	200.00	.00	
Total 6992:					200.00	.00	
3162	TETON TRASH REMOVAL, INC.	24- JUL 1238	145 HANSEN TRASH	07/01/2024	114.00	.00	
Total 3162:					114.00	.00	
3237	THE AFTERMARKET PARTS CO	83414878	ROCKER SWITCH	06/18/2024	283.98	.00	
Total 3237:					283.98	.00	
5366	THE RADAR SHOP	15317	RADAR UNITS	06/18/2024	2,605.00	.00	
Total 5366:					2,605.00	.00	
7131	THOMPSON LOGGING, INC	67766	2X8X8 TRUE	06/26/2024	7,147.00	.00	
Total 7131:					7,147.00	.00	
6591	T-MOBILE	967529416-06	MONTHLY SERVICE	06/20/2024	55.99	.00	
Total 6591:					55.99	.00	
6363	TMSC LLC	2024-005-09B	MILLER PARK	06/28/2024	1,558.74	.00	
6363	TMSC LLC	2024-005-09B	VIRGINIAN CONDO	06/28/2024	628.70	.00	
6363	TMSC LLC	2024-005-09B	TOWN HALL LIGHTING	06/28/2024	2,827.27	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6363:					5,014.71	.00	
7311	TOP TIER TOOLS LLC	06102458396	TOOLS	06/11/2024	1,526.00	.00	
Total 7311:					1,526.00	.00	
7361	US HOMES LLC	070324	AUGUST RENT	07/03/2024	1,560.00	.00	
Total 7361:					1,560.00	.00	
3420	VISA	Admin 2963 05	FORT FRAME-COMMUNITY DE	05/24/2024	232.63	.00	
3420	VISA	Admin 2963 05	AMAZON-TOWN-WIDE SERVICE	05/24/2024	38.07	.00	
3420	VISA	Admin 2963 05	THE SPANISH GROUP-START	05/24/2024	20.00	.00	
3420	VISA	Admin 2963 05	COOL WORKS-START	05/24/2024	169.00	.00	
3420	VISA	Admin 2963 05	INDEED-PERSONNEL/TOWN CL	05/24/2024	121.12	.00	
3420	VISA	Admin 2963 05	THE LODGE AT JH-TOWN-WIDE	05/24/2024	491.00	.00	
3420	VISA	Admin 2963 05	THE BISTRO-EMPLOYEE HOUS	05/24/2024	150.00	.00	
3420	VISA	Admin 2963 05	CHECKR-START	05/24/2024	57.34	.00	
3420	VISA	Admin 2963 05	AMAZON-TOWN-WIDE SERVICE	05/24/2024	32.82	.00	
3420	VISA	Admin 2963 05	INDEED-START	05/24/2024	99.18	.00	
3420	VISA	Admin 2963 05	GS-JJ -TOWN-WIDE SERVICES	05/24/2024	125.50	.00	
3420	VISA	Admin 2963 05	FORT FRAME-COMMUNITY PR	05/24/2024	359.51	.00	
3420	VISA	Admin 2963 05	STAPLES-COMMUNITY PROMO	05/24/2024	20.66	.00	
3420	VISA	Admin 2963 05	BANKSUPPLIES-PERSONNEL/T	05/24/2024	36.88	.00	
3420	VISA	Admin 2963 05	SWEET ADDICTION-COMMUNIT	05/24/2024	195.00	.00	
3420	VISA	Admin 2963 05	AMAZON-TOWN-WIDE SERVICE	05/24/2024	13.77	.00	
3420	VISA	Admin 2963 05	ALBERTSONS-TOWN-WIDE SE	05/24/2024	15.97	.00	
3420	VISA	Admin 2963 05	UPS STORE-COMMUNITY PRO	05/24/2024	251.37	.00	
3420	VISA	Admin 2963 05	ALBERTSONS-TOWN-WIDE SE	05/24/2024	25.24	.00	
3420	VISA	Admin 2963 05	THE SPANISH GROUP-START	05/24/2024	20.00	.00	
3420	VISA	Admin 2963 05	WE CATER JH-TOWN-WIDE SE	05/24/2024	454.73	.00	
3420	VISA	ADMIN 5511 0	PARK CITY COMMUNITY-TOWN	05/24/2024	400.00	.00	
3420	VISA	Admin 6864 05	PLATZA HOTEL MUENCHEN-CO	05/24/2024	269.37	.00	
3420	VISA	Animal 2344 05	STAPLES-ANIMAL SHELTER/CO	05/24/2024	40.48	.00	
3420	VISA	Animal 2344 05	CHEWY-ANIMAL SHELTER/CON	05/24/2024	193.24	.00	
3420	VISA	Animal 2344 05	SMITHS-ANIMAL SHELTER/CON	05/24/2024	145.13	.00	
3420	VISA	Animal 2344 05	TETON TAILS-ANIMAL SHELTER	05/24/2024	92.38	.00	
3420	VISA	Animal 2344 05	PETS PLACE PLUS-ANIMAL SH	05/24/2024	74.39	.00	
3420	VISA	Animal 2344 05	STAPLES-ANIMAL SHELTER/CO	05/24/2024	65.98	.00	
3420	VISA	Animal 2344 05	TARGET-ANIMAL SHELTER/CON	05/24/2024	299.99	.00	
3420	VISA	Animal 2344 05	TETON TAILS-ANIMAL SHELTER	05/24/2024	86.47	.00	
3420	VISA	CD 1016 05/24	CASPER STAR TRIBUNE-COMM	05/24/2024	4.99	.00	
3420	VISA	CD 1016 05/24	AMAZON-ADMINISTRATION	05/24/2024	40.18	.00	
3420	VISA	CD 1016 05/24	WHOLE FOODS-COMMUNITY D	05/24/2024	240.93	.00	
3420	VISA	CD 1016 05/24	THE SPANISH GROUP-COMMU	05/24/2024	72.90	.00	
3420	VISA	CD 1016 05/24	THE SPANISH GROUP-COMMU	05/24/2024	38.50	.00	
3420	VISA	CD 1016 05/24	MAVERIK-COMMUNITY DEVELO	05/24/2024	61.40	.00	
3420	VISA	CD 1016 05/24	PEARL STREET MARKET-COM	05/24/2024	11.98	.00	
3420	VISA	CD 1016 05/24	CONSEV MART-ADMINISTRATI	05/24/2024	27.90	.00	
3420	VISA	CD 1016 05/24	STAPLES-COMMUNITY DEVELO	05/24/2024	201.93	.00	
3420	VISA	CD 1016 05/24	THE SPANISH GROUP-COMMU	05/24/2024	11.80	.00	
3420	VISA	CD 1016 05/24	PICNIC-COMMUNITY DEVELOP	05/24/2024	4.27	.00	
3420	VISA	CD 1016 05/24	THAI PLATE-COMMUNITY DEVE	05/24/2024	90.26	.00	
3420	VISA	CD 1016 05/24	CREDIT-COMMUNITY DEVELOP	05/24/2024	26.48-	.00	
3420	VISA	CD 1016 05/24	VOICES JH-ADMINISTRATION	05/24/2024	170.00	.00	
3420	VISA	CD 1016 05/24	JACKSON HOLE-COMMUNITY D	05/24/2024	15.00	.00	
3420	VISA	Council 6593 0	SPRINGHILL SUITES-MAYOR &	05/24/2024	2,562.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		Council 8581 0	VERGEINER'S TAUBE LIENZ-CO	05/24/2024	3,667.28	.00	
3420 VISA		FINANCE 5412	SNAKE RIVER ROASTING-PUBL	05/24/2024	699.00	.00	
3420 VISA		IT 6908 05/24/2	IPHONE PAYMENT-INFORMATIO	05/24/2024	69.50	.00	
3420 VISA		IT 6908 05/24/2	IPHONE PAYMENT-INFORMATIO	05/24/2024	69.50	.00	
3420 VISA		PD 0355 05/24/	COWFISH-POLICE - PATROL	05/24/2024	24.50	.00	
3420 VISA		PD 0355 05/24/	CIBO EXPRESS-POLICE - PATR	05/24/2024	13.67	.00	
3420 VISA		PD 0355 05/24/	BUFFALO WILD WINGS-POLICE	05/24/2024	78.17	.00	
3420 VISA		PD 0355 05/24/	UNIVERSITY INN-POLICE - PAT	05/24/2024	337.94	.00	
3420 VISA		PD 0355 05/24/	CHIPOLTE-POLICE - PATROL	05/24/2024	37.40	.00	
3420 VISA		PD 0355 05/24/	GAYLORD PALMS-POLICE - PAT	05/24/2024	27.51	.00	
3420 VISA		PD 0355 05/24/	GAYLORD PALMS-POLICE - PAT	05/24/2024	20.30	.00	
3420 VISA		PD 0355 05/24/	STARBUCKS-POLICE - PATROL	05/24/2024	41.68	.00	
3420 VISA		PD 0355 05/24/	MALO CUISINE-POLICE - PATR	05/24/2024	59.18	.00	
3420 VISA		PD 0355 05/24/	GAYLORD PALMS-POLICE - PAT	05/24/2024	14.58	.00	
3420 VISA		PD 0355 05/24/	COEUR D'ALENE TAP HOUSE-P	05/24/2024	81.62	.00	
3420 VISA		PD 0355 05/24/	TAPPED-POLICE - PATROL	05/24/2024	59.82	.00	
3420 VISA		PD 0355 05/24/	EXXON-POLICE - PATROL	05/24/2024	44.12	.00	
3420 VISA		PD 0355 05/24/	HUGO COFFEE-POLICE - PATR	05/24/2024	7.73	.00	
3420 VISA		PD 0355 05/24/	GAYLORD PALMS-POLICE - PAT	05/24/2024	26.64	.00	
3420 VISA		PD 0355 05/24/	TIMBER-POLICE - PATROL	05/24/2024	75.07	.00	
3420 VISA		PD 0355 05/24/	FAIRFIELD INN-POLICE - PATRO	05/24/2024	588.60	.00	
3420 VISA		PD 0355 05/24/	THE BOATHOUSE-POLICE - PAT	05/24/2024	48.34	.00	
3420 VISA		PD 0355 05/24/	GAYLORD PALMS-POLICE - PAT	05/24/2024	1,757.60	.00	
3420 VISA		PD 0355 05/24/	A & W -POLICE - PATROL	05/24/2024	45.01	.00	
3420 VISA		PD 0355 05/24/	RED STAR COFFEE-POLICE - P	05/24/2024	20.10	.00	
3420 VISA		PD 0355 05/24/	JOE COFFEE-POLICE - PATROL	05/24/2024	14.79	.00	
3420 VISA		PD 0355 05/24/	MR AND MRS CRAB-POLICE - P	05/24/2024	48.58	.00	
3420 VISA		PD 0355 05/24/	PANDA EXPRESS-POLICE - PAT	05/24/2024	39.43	.00	
3420 VISA		PD 0355 05/24/	STINKER-POLICE - PATROL	05/24/2024	71.84	.00	
3420 VISA		PD 0355 05/24/	GAYLORD PALMS-POLICE - PAT	05/24/2024	12.90	.00	
3420 VISA		PD 0355 05/24/	CONOCO-POLICE - PATROL	05/24/2024	71.03	.00	
3420 VISA		PD 0355 05/24/	QDOBA-POLICE - PATROL	05/24/2024	48.88	.00	
3420 VISA		PD 0355 05/24/	SNAKE RIVER ROASTING-POLI	05/24/2024	55.00	.00	
3420 VISA		PD 0355 05/24/	BUBBA GUMP-POLICE - PATRO	05/24/2024	36.41	.00	
3420 VISA		PD 0355 05/24/	PF CHANGES-POLICE - PATROL	05/24/2024	25.07	.00	
3420 VISA		PD 0355 05/24/	TAPPED-POLICE - PATROL	05/24/2024	113.42	.00	
3420 VISA		PD 0355 05/24/	SILOS SOCIAL-POLICE - PATRO	05/24/2024	20.71	.00	
3420 VISA		PD 0355 05/24/	CHEVRON-POLICE - PATROL	05/24/2024	77.50	.00	
3420 VISA		PD 1064 05/24/	EXPEDIA-POLICE - COMMUNIT	05/24/2024	781.55	.00	
3420 VISA		PD 1064 05/24/	JH TAILORING SHOP-POLICE -	05/24/2024	25.00	.00	
3420 VISA		PD 1064 05/24/	ALBERTSONS-POLICE - COMM	05/24/2024	41.30	.00	
3420 VISA		PD 1064 05/24/	WENDYS-POLICE - COMMUNIT	05/24/2024	13.52	.00	
3420 VISA		PD 1064 05/24/	KP KORE ESSENTIALS-POLICE	05/24/2024	560.78	.00	
3420 VISA		PD 1064 05/24/	GALLS-POLICE - INVESTIGATIO	05/24/2024	60.86	.00	
3420 VISA		PD 1064 05/24/	ALBERTSONS-POLICE - ADMINI	05/24/2024	15.89	.00	
3420 VISA		PD 1064 05/24/	CREEKSIDE-POLICE - COMMU	05/24/2024	73.22	.00	
3420 VISA		PD 1064 05/24/	EXXON-POLICE - COMMUNITY	05/24/2024	39.85	.00	
3420 VISA		PD 1064 05/24/	EXXON-POLICE - COMMUNITY	05/24/2024	36.28	.00	
3420 VISA		PD 1064 05/24/	WALMART-POLICE - COMMUNIT	05/24/2024	44.03	.00	
3420 VISA		PD 1115 05/24/	COSTCO-POLICE - PATROL	05/24/2024	45.81	.00	
3420 VISA		PD 1115 05/24/	EL MAGUEY-POLICE - PATROL	05/24/2024	18.60	.00	
3420 VISA		PD 1115 05/24/	SAFARILAND TRAINING-POLICE	05/24/2024	550.00	.00	
3420 VISA		PD 1115 05/24/	ARTIC CIRCLE-POLICE - PATRO	05/24/2024	15.92	.00	
3420 VISA		PD 1115 05/24/	TEXAS ROADHOUSE-POLICE -	05/24/2024	27.98	.00	
3420 VISA		PD 1115 05/24/	SHELL-POLICE - PATROL	05/24/2024	48.01	.00	
3420 VISA		PD 1115 05/24/	PICAS-POLICE - PATROL	05/24/2024	31.46	.00	
3420 VISA		PD 1115 05/24/	HIMALAYAN FLAVOR-POLICE -	05/24/2024	32.73	.00	
3420 VISA		PD 1115 05/24/	CIT INTERNATIONAL-POLICE -	05/24/2024	450.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		PD 1115 05/24/	LA QUINTA-POLICE - PATROL	05/24/2024	196.00	.00	
3420 VISA		PD 1123 05/24/	PILOT-POLICE SPECIAL OPERA	05/24/2024	97.09	.00	
3420 VISA		PD 1123 05/24/	STINKER-POLICE SPECIAL OPE	05/24/2024	35.00	.00	
3420 VISA		PD 1123 05/24/	EGGINTONS-POLICE SPECIAL	05/24/2024	70.74	.00	
3420 VISA		PD 1123 05/24/	WYOMING ALE WORKS-POLICE	05/24/2024	20.00	.00	
3420 VISA		PD 1123 05/24/	OTIS TECHNOLOGY-POLICE - P	05/24/2024	372.10	.00	
3420 VISA		PD 1123 05/24/	BEST WESTERN-POLICE SPECI	05/24/2024	359.52	.00	
3420 VISA		PD 1123 05/24/	BEST WESTERN-POLICE SPECI	05/24/2024	359.52	.00	
3420 VISA		PD 1255 05/24/	NMS LABS-POLICE - INVESTIGA	05/24/2024	735.00	.00	
3420 VISA		PD 1255 05/24/	UPS-POLICE - INVESTIGATIONS	05/24/2024	18.73	.00	
3420 VISA		PD 1255 05/24/	UPS-POLICE - INVESTIGATIONS	05/24/2024	29.12	.00	
3420 VISA		PW 4142 05/24	AMAZON-FLEET SHOP	05/24/2024	6.99	.00	
3420 VISA		PW 4142 05/24	AMAZON-SEWER DEPARTMEN	05/24/2024	262.90	.00	
3420 VISA		PW 4142 05/24	AMAZON-FLEET SHOP	05/24/2024	13.99	.00	
3420 VISA		PW 4142 05/24	AMAZON-PUBLIC WORKS	05/24/2024	30.60	.00	
3420 VISA		PW 4142 05/24	AMAZON-SEWER DEPARTMEN	05/24/2024	79.99	.00	
3420 VISA		PW 4142 05/24	QUALITY INN-WATER DEPARTM	05/24/2024	543.20	.00	
3420 VISA		PW 4142 05/24	AMAZON-PUBLIC WORKS	05/24/2024	64.59	.00	
3420 VISA		PW 4142 05/24	FIREHOSE SUPPLY-STREET	05/24/2024	115.59	.00	
3420 VISA		PW 4142 05/24	AMAZON-PUBLIC WORKS	05/24/2024	454.94	.00	
3420 VISA		PW 4142 05/24	AMAZON-PUBLIC WORKS	05/24/2024	205.00	.00	
3420 VISA		PW 4142 05/24	AMAZON-PUBLIC WORKS	05/24/2024	398.00	.00	
3420 VISA		PW 4142 05/24	AMAZON-TOWN HALL BUILDIN	05/24/2024	139.71	.00	
3420 VISA		PW 4142 05/24	E GUAGE-SEWER DEPARTMEN	05/24/2024	20.00	.00	
3420 VISA		PW 4142 05/24	AMAZON-PUBLIC WORKS	05/24/2024	165.00	.00	
3420 VISA		PW 4142 05/24	AMAZON-PUBLIC WORKS	05/24/2024	204.88	.00	
3420 VISA		PW 4142 05/24	AMAZON-PUBLIC WORKS	05/24/2024	204.11	.00	
3420 VISA		PW 4142 05/24	QUALITY INN-WATER DEPARTM	05/24/2024	543.20	.00	
3420 VISA		PW 4142 05/24	AMAZON-PUBLIC WORKS	05/24/2024	38.79	.00	
3420 VISA		PW 4142 05/24	AMAZON-SEWER DEPARTMEN	05/24/2024	52.96	.00	
3420 VISA		PW 4142 05/24	AMAZON-FLEET SHOP	05/24/2024	156.80	.00	
3420 VISA		PW 4142 05/24	CASPER COLLEGE-WATER DEP	05/24/2024	394.00	.00	
3420 VISA		PW 4704 05/24	CHEVRON-PUBLIC WORKS	05/24/2024	20.00	.00	
3420 VISA		PW 4704 05/24	STAPLES-PUBLIC WORKS	05/24/2024	47.47	.00	
3420 VISA		PW 4704 05/24	PRO LAB-EMPLOYEE HOUSING	05/24/2024	80.00	.00	
3420 VISA		PW 4704 05/24	RIVERSIDE HOTEL-PUBLIC WO	05/24/2024	177.52	.00	
3420 VISA		PW 4704 05/24	AMAZON-EMPLOYEE HOUSING	05/24/2024	11.95	.00	
3420 VISA		PW 4704 05/24	PSI SERVICES-WATER DEPART	05/24/2024	106.00	.00	
3420 VISA		PW 4704 05/24	SCHWAB FUNERAL HOME-PUB	05/24/2024	139.17	.00	
3420 VISA		PW 4704 05/24	STAPLES-PUBLIC WORKS	05/24/2024	33.88	.00	
3420 VISA		PW 4704 05/24	BECOMING JACKSON HOLE-PU	05/24/2024	50.00	.00	
3420 VISA		PW 4704 05/24	BLINDS.COM-EMPLOYEE HOUS	05/24/2024	874.69	.00	
3420 VISA		PW 4704 05/24	AMAZON-START	05/24/2024	34.99	.00	
3420 VISA		PW 4704 05/24	WHOLE FOODS-PUBLIC WORK	05/24/2024	41.05	.00	
3420 VISA		PW 4704 05/24	AMAZON-EMPLOYEE HOUSING	05/24/2024	239.89	.00	
3420 VISA		PW 4704 05/24	CHEVRON-PUBLIC WORKS	05/24/2024	49.42	.00	
3420 VISA		PW 4704 05/24	CUTTY'S-STREET	05/24/2024	132.68	.00	
3420 VISA		START 4100 0	STAPLES-START	05/24/2024	66.96	.00	
3420 VISA		START 4100 0	ALBERTSONS-START	05/24/2024	29.96	.00	
3420 VISA		START 4100 0	SP WHEELCHAIR STRAPS-STA	05/24/2024	90.24	.00	
3420 VISA		START 4100 0	COMMUNITY TRANSPORTATIO	05/24/2024	25.00	.00	
3420 VISA		START 4100 0	ALBERTSONS-START	05/24/2024	62.84	.00	
3420 VISA		START 4100 0	COSTCO-START	05/24/2024	369.70	.00	
3420 VISA		START 4100 0	ALBERTSONS-START	05/24/2024	82.29	.00	
3420 VISA		START 4100 0	ALBERTSONS-START	05/24/2024	28.99	.00	
3420 VISA		START 4100 0	COSTCO-START	05/24/2024	14.72	.00	
3420 VISA		START 4100 0	USPS-START	05/24/2024	15.15	.00	
3420 VISA		START 4100 0	HATCH-START	05/24/2024	63.03	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	START 4100 0	MACEYMARIE-START	05/24/2024	140.60	.00	
3420	VISA	Victim 9126 05/	GALAXY TAXI-VICTIM SERVICE	05/24/2024	75.00	.00	
3420	VISA	Victim 9126 05/	STAPLES-VICTIM SERVICES	05/24/2024	115.99	.00	
3420	VISA	Victim 9126 05/	CMON INN CASPER-VICTIM SE	05/24/2024	119.84	.00	
3420	VISA	Victim 9126 05/	UELESS -VICTIM SERVICES	05/24/2024	68.30	.00	
3420	VISA	Victim 9126 05/	STAPLES-VICTIM SERVICES	05/24/2024	141.71	.00	
3420	VISA	Victim 9126 05/	COCA COLA-VICTIM SERVICES	05/24/2024	10.76	.00	
Total 3420:					29,535.84	.00	
7330	VOICES JACKSON HOLE	TOJ204-3	CONTRACT SERVICES	06/30/2024	3,750.00	.00	
Total 7330:					3,750.00	.00	
517	WAM	17833	CONFERENCE REGISTRATION	05/08/2024	1,080.00	.00	
Total 517:					1,080.00	.00	
1640	WESTERN STATE	IN002823626	PLATE WEAR BOLT NUT	06/13/2024	1,384.54	.00	
Total 1640:					1,384.54	.00	
472	WHITE GLOVE CLEANING, INC.	9704	SHELTERS	06/30/2024	256.13	.00	
472	WHITE GLOVE CLEANING, INC.	9704	SHELTERS	06/30/2024	2,902.00	.00	
Total 472:					3,158.13	.00	
6117	WILSON, JOHN	070324	AUGUST RENT	07/03/2024	2,200.00	.00	
Total 6117:					2,200.00	.00	
5489	WRENCH IT PLUMBING & HEATI	11848	TOWN HALL	06/10/2024	431.85	.00	
Total 5489:					431.85	.00	
6704	WSP USA ENVIRONMENT & INF	40043572	PROFESSIONAL SERVICES MA	06/11/2024	4,058.75	.00	
Total 6704:					4,058.75	.00	
4198	WYOMING FIRST AID & SAFETY	80007160	first aid kit resupply	06/26/2024	87.63	.00	
Total 4198:					87.63	.00	
406	WYOMING LAW ENFORCEMEN	070224	JUNE TRAINING FEE	07/02/2024	100.00	.00	
Total 406:					100.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240625047518	6905 wy highway 22	06/25/2024	123.33	.00	
2842	YELLOW IRON EXCAVATION, LL	240628006524	455 VINE	06/30/2024	.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240628006564	CANADIAN DRIVE	06/30/2024	61.33	.00	
2842	YELLOW IRON EXCAVATION, LL	240628006639	940 SIMON	06/30/2024	40.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240628007198	155 EAST PEARL	06/30/2024	140.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240628007239	TRASH @ ANIMAL SHELTER	06/30/2024	180.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240628007247	55 KARNS	06/30/2024	180.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240628007269	150 EAST PEARL	06/30/2024	180.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240628007275	CITY SHOP	06/30/2024	320.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240628007284	400 WEST SNOW KING	06/30/2024	640.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2842:					1,864.66	.00	
Grand Totals:					1,472,084.67	.00	

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 JUNE 2024**

During the month of June, the Court received \$16,225 in fines, costs, and fees.

34 cases were dismissed: 20 parking violations.

160 charges were filed: 103 parking violations, 57 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 JUNE (Non-Parking listed only):

<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
186005561AC	Animals at Large	BF	100
186006268AC	Compulsory Auto Insurance	BF	280
186006291AC	Compulsory Auto Insurance	BF	285
99248N	Criminal trespass	BF	250
186006054AC	Dog bite causing wound	BF	100
186006370AC	Driver & Passenger Req. to wear seat belt	BF	25
186006377AC	Driving left of center 100 ft of intersection	BF	140
186006246AC	Expired temporary permit/improper registration	BF	70
186006186AC	Expired temporary permit/improper registration	BF	140
186006337AC	Expired temporary permit/improper registration	BF	140
186006075AC	Failure to display valid license plate, tabs, permits	BF	45
186006248AC	Failure to Obey Traffic Control Device	BF	140
186006251AC	Failure to Obey Traffic Control Device	BF	140
186006294AC	Failure to Obey Traffic Control Device	BF	140
186006336AC	Following too Close	BF	90
99463N	Following too Close	BF	100
186006266AC	Improper Display of Tabs-registration	BF	90
186006428AC	Improper Display of Tabs-registration	BF	90
186006366AC	Limitations on Backing	BF	90
186006021AC	Obedience to traffic control devices	BF	150
18045P	Passing a school Bus	BF	440
99250N	Passing a school Bus	BF	440
18153P	Public intoxication	BF	50
99716N	Public intoxication	BF	45
18220P	Public intoxication	BF	135
18223P	Public intoxication	BF	135
186006038AC	Public intoxication	BF	135
98844N	Public intoxication	BF	135
186005441AC	Public Urination	BF	120
186006295AC	Required position & method of turning at intersections	BF	100
186006249AC	Speeding 39/30	BF	103
186006312AC	Speeding 44/30	BF	130
186005977AC	Speeding urban - 46/30 mph zone	BF	202
186006233AC	Speeding urban - 49/30 mph zone	BF	223
186006282AC	Speeding urban - 49/30 mph zone	BF	223
186005440AC	Speeding urban -44/30 mph zone	BF	188
186006311AC	Stop Sign Violation	BF	140
186006400AC	Turning left at intersection	BF	90
01583M	Unlawful Contact or Touching- Must Appear	BF	250
18581P	Unlawful Contact or Touching- Must Appear	BF	250
186006397AC	Unsafe Turning Movement	BF	90
186006201AC	Use of cell phone while driving prohibited	BF	85
186003251AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	DA- In accordance with WS 7-13-301	760
186003086AC	Driving/Control of vehicle while intox	DA- In accordance with WS 7-13-301	760
18641P	Animals at Large	D-Per Town's Motion	0
186006287AC	Careless Driving	D-Per Town's Motion	0
98637N	Criminal trespass	D-Per Town's Motion	0
01584M	Defacing or destroying property	D-Per Town's Motion	0
186006325AC	Dog bite causing wound	D-Per Town's Motion	0
186005936AC	Failure to display valid license plate, tabs, permits	D-Per Town's Motion	0
186006297AC	Opening & closing Veh doors when reasonable safe	D-Per Town's Motion	0
18579P	Public intoxication	D-Per Town's Motion	0
18006P	Speeding urban - 41/30 mph zone	D-Per Town's Motion	0
186006276AC	Compulsory Auto Insurance	D-Provided valid information	0
186006074AC	MPH over limit Bond 45/30	D-TS	0
186006235AC	Speeding urban - 46/30 mph zone	D-TS	0
186003606AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	GP	810
186005178AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	GP	810
00374M	Driving/Control of vehicle while intox	GP	810

STAFF REPORT



Meeting Date:	July 15, 2024	Meeting Title:	Regular - Consent
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Approval of an Agreement for Final Design of Public Artwork – Stilson Transit Center	Public Comment:	

Purpose & Policy Considerations.

The purpose of this item is to approve an Agreement for Final Design of Public Artwork which will be located at the future Stilson Transit Center.

Requested Action.

Staff is requesting approval of an Agreement for Final Design of Public Artwork at the future Stilson Transit Center.

Recommendations.

Staff recommend approval of the Agreement for Final Design of Public Artwork at the future Stilson Transit Center.

Background.

Teton County, Wyoming is the direct recipient of a federal BUILD (Better Utilizing Investments to Leverage Development) transportation grant from the U.S. Department of Transportation for the Teton Mobility Corridor Improvements project. The Stilson Transit Center is one of 13 project components of the BUILD transportation grant, of which the Town of Jackson is a sub-recipient of those BUILD Grant funds.

Analysis & Key Policy Questions.

The last staff report presented to Council for this item was on June 3, 2024, at which time Council approved a Conceptual Design Agreement for Public Art for the Stilson Transit Center. The Conceptual Art Agreement allowed Jackson Hole Public Art to receive art concepts from six artists who were selected from a pool of roughly 170 submissions. The six finalists that were identified have developed a site-specific concept design for their art. A selection panel will review each concept design and identify the one artist whose concept is the best fit for meeting the project goals.

The Agreement for Final Design of Public Artwork is an agreement for the artist who will be selected by the selection panel to take their concept design to final design for the Stilson Transit Center. Once the final design of the artwork has been completed, staff will return to Council to approve an "Agreement for Commission of Public Artwork", which will be an agreement between the Town and artist to install the artwork at the future Stilson Transit Center.

Possible Alternatives.

Possible alternatives for this item include:

- Not approving the Agreement for Final Design of Public Artwork
- Other

Comprehensive Plan & Priority Alignment.

- Chapter 3 – Responsible Growth Management
 - Principle 3.2 – Enhance suitable locations as Complete Neighborhoods
 - Policy 3.2.e: Promote quality public spaces in Complete Neighborhoods
- Chapter 8 – Quality Community Service Provision
 - Principle 8.1 – Maintain current, coordinated service delivery
 - Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels

- Policy 8.1.b: Coordinate with independent service providers

Fiscal Impact.

Fiscal impact in approving the Agreement for Final Design of Public Artwork for the future Stilson Transit Center includes compensating the artist a cost not to exceed \$10,000 to develop their final design. Teton County has funding available to cover all the costs associated with the Agreement for Final Design of Public Artwork for the Stilson Transit Center.

Staff Impact.

Staff impact for this item included roughly 3 hours of agreement coordination, legal review, and Administration review of this staff report.

Attachments or Links.

- Agreement for Final Design of Public Artwork

Suggested Motion.

I move to approve a Final Design of Public Artwork for the future Stilson Transit Center in a cost not to exceed \$10,000 and authorize the Mayor to execute all necessary documents.

AGREEMENT FOR FINAL DESIGN OF PUBLIC ARTWORK

This AGREEMENT FOR FINAL DESIGN OF PUBLIC ARTWORK is made and entered into this ____ day of _____ between Town of Jackson ("Client"), and _____, an individual ("Artist") (the Client and the Artist are sometimes referred to herein as the "Parties"). This Agreement for Design of Public Artwork, and all exhibits incorporated by reference hereto, shall hereinafter be referred to as "Agreement."

WHEREAS, the Client solicited proposals for a work of public art (hereinafter called "Artwork") to be sited in Stilson Transit Center, Jackson, Wyoming (hereinafter called "Site"); and

WHEREAS, the Artist submitted a proposal for the Artwork pursuant to the Client's Request for Proposals issued on February 1, 2024; and

WHEREAS, the Artist was selected by the Client to create the Final Design described in Exhibit 1 at the Site; and

WHEREAS, the Client and Artist desire to set forth the terms upon which the Artist will develop the Final Design for review and approval by the Client;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE 1. SCOPE OF SERVICES & DELIVERABLES

A. GENERAL

1. The Artist shall participate in one (1) multi-day site visit to develop the Initial Concept Design and Budget for Creation of Final Design as further set forth and described in **Exhibit 1**.
2. The Artist shall design the Artwork so that as installed it will be structurally safe and sound in compliance with all the requirements of the 2021 International Building Code as adopted by Town of Jackson, Wyoming, and any other applicable codes and standards, including Seismic Standards.
3. Once the Final Design is approved, the Artist shall furnish a Wyoming engineer approved set of construction drawings detailing the installation, fabrication methods and materials used in the Artwork. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.
4. Subject to review and acceptance by the Client as set forth in this Agreement, the Artist shall determine the artistic expression, design, color, size, dimensions, and materials of the Artwork.

5. The Artist shall comply with all applicable federal, state, and local laws, rules, and regulations, including those pertaining to Worker's Compensation insurance and employee liability insurance.

B. DEVELOPMENT OF THE FINAL DESIGN

1. Final Design

- a. The Artist submitted an Initial Concept Design (hereinafter the "Design") (see **Exhibit 1**), pursuant to a Request for Proposals organized for the procurement of an Artist to design and fabricate an Artwork suitable for the current project at the Site, and the Initial Concept Design was selected and approved by the Client.
- b. The Artist agrees to participate in a multi-day site visit to gather information to develop the Final Design, including up to four (4) meetings with the project stakeholders to review the final design and construction drawings.
- c. These meetings may result in revisions to the Design and locations as preliminarily set forth on **Exhibit 1**. During the meetings, the Artist will present the Final Design to the Client. If the Artist has any changes to the Final Design after it has been approved by the Client, the Artist will present proposed changes to the Client, as detailed in Section B (3) of this Agreement.

2. Construction Drawings; Conservator

- a. The Artist shall prepare structural drawings detailing every physical feature of the Artwork and its integration with the Site. These drawings shall indicate any risks involved in the construction, integration, and maintenance of the Artwork.
- b. The Artist shall present such drawings to a qualified engineer, licensed by the state of Wyoming and paid by the Artist, for certification that the Artwork will be of adequate structural integrity and the Artist shall provide the Client with such engineer certification. The Teton County Building Official shall also need to approve of the final drawings.
- c. The Artist shall present the Final Design to a qualified conservator, who will make recommendations on the maintenance of the Artwork, and the Artist shall provide a written copy of the conservator's recommendations to the Client.
- d. To ensure that the Artwork as installed shall not interfere with the intended use of the Site, the Artist's Final Design shall be reviewed and approved by the Client, any applicable Town Departments, and where appropriate, the project architect to ensure compliance with this objective.

3. Approval Process.

- a. If Client would like to see additional changes to the Final Design, the Parties may execute an addendum to this Agreement setting additional compensation and requirements for such services.
- b. If Client selects Artist's Final Design, the Parties shall enter into an Agreement for Commission of Public Artwork for fabrication, shipping, and installation of the Artwork.
- c. If Client does not select Artist's Final Design, Client may not use any part of Artist's Final Design for future development without specific written approval of Artist.

C. FINAL ACCEPTANCE

1. The Client shall notify the Artist in writing of its final acceptance of the Final Design.
2. Final acceptance shall be determined by the Client in its sole and absolute discretion. Such acceptance shall constitute the Client's acknowledgement that the Final Design has been completed according to the terms of this Agreement.

D. INSURANCE

Artist shall provide required insurance in amounts and limits specified in **Exhibit 3**.

E. TAXES

Any state or federal sales, use, or excise taxes or similar charges relating to the services or materials under this Agreement shall be paid by the Artist in a timely fashion. The Client shall report payments made to the Artist annually to the Internal Revenue Department in a 1099 statement.

ARTICLE 2. COMPENSATION

A. FIXED FEE

Client agrees to pay Artist, as compensation for all of the services under this Agreement, a total amount that shall not, in any event, exceed \$10,000 ("Cap Amount"). It is specifically understood and agreed by Artist that the Cap Amount for the services is a "not to exceed" amount for completion of all of the work done by the Artist for Client. The Artist shall not receive compensation in excess of the Cap Amount without the prior written approval of the Client. The

amount of compensation shall not vary as a result of the time of day the Artist performs work or the number of hours during which work is performed in any given period of time. The Client may examine all records of Artist during reasonable hours for a period up to and including one (1) year after termination of this Agreement to audit and verify the aforesaid work.

B. PAYMENT SCHEDULE AND INVOICING

1. **Payment Schedule.** The payment schedule is set forth in **Exhibit 2**. If the Artist incurs costs in excess of the amount listed in the budget, the Artist shall pay such excess from the Artist's own funds, unless the Artist previously obtained approval for such costs from the Client (or such costs were the result of actions or inactions of the Client).
2. **Invoicing.** Invoices for Services shall be submitted to: Johnny Ziem, Town of Jackson, P.O. Box 1687, Jackson, Wyoming, email: jziem@jacksonwy.gov and emailed to Heather Overholser, Teton County, Wyoming, email: heatheroverholser@tetoncountywy.gov
3. Payment as set forth under this Agreement will be made payable to the Artist and will be remitted by check to the address indicated in Article 16 of this Agreement.

ARTICLE 3. TIME OF PERFORMANCE

A. CLIENT DELAY

The Client agrees to grant a reasonable extension of time to the Artist in the event that there is a delay caused by the Client.

B. FORCE MAJEURE

The Parties will be excused from performing under this Agreement if performance is prevented by a condition beyond control of the Parties such as, by way of example not exclusion, acts of God, war, civil insurrection, public emergency (but only for as long as such unforeseen occurrences exist). Both Parties will take all reasonable steps to assure performance of their contractual obligation when the unforeseen occurrences have ceased to exist, but resumption of performance will be subject to negotiation between the Parties if more than six (6) months has passed since either suspension of obligations under this Agreement or substantially changed circumstances.

C. DEATH OR INCAPACITY OF ARTIST

Should the Artist become ill, disabled, injured, or otherwise incapacitated at any time between the execution of this Agreement and the date of completion, the Artist or one of their representatives will notify the Client promptly with the understanding that pursuant to paragraph 2 of this Agreement, time is of the essence. In the event of Artist's physical

incapacity or death prior to completion of the Agreement, all payments made to the point of incapacity or death will be retained by Artist or Artist's estate and all work performed to date of incapacity or death will be compensated. If the Final Design is substantially completed and it is feasible for the Services and Deliverables to be fully completed without undue delay, Client may elect to proceed under the terms of this Agreement. In the event the Client elects to proceed with the completion of the Final Design, all remaining work to be completed in accordance with this Agreement will be delegated to the Artist's studio personnel or, if there be no such, personnel, undertaken by others as may be directed by Client.

ARTICLE 4. WARRANTIES

A. WARRANTIES OF TITLE

The Artist represents and warrants that:

1. The Final Design is solely the result of the artistic effort of the Artist;
2. Except as otherwise disclosed in writing to the Client, the Final Design is unique and original and does not infringe upon any copyright or the rights of any person;
3. The Final Design has not been accepted for sale elsewhere;
4. The Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Final Design or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
5. The Final Design is free and clear of any liens from any source whatsoever.
6. The Final Design shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party.
7. The Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.
8. All services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence.
9. These representations and warranties shall survive the termination or other expiration of this Agreement.

B. WARRANTIES OF QUALITY AND CONDITION

1. The Artist represents and warrants that all work will be performed in accordance with professional "workmanlike" standards.

2. The Artist represents and warrants that the Final Design and the proposed materials used are not currently known to be harmful to public health and safety and are durable to withstand regular use and exposure to the public.
3. The Artist represents and warrants that reasonable maintenance of the proposed Artwork will not require substantial maintenance and preservation.
4. Acceptable Standard of Display. Artist represents and warrants that:
 - a. General routine cleaning and repair of the proposed Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display.
 - b. Foreseeable exposure to the elements and general wear and tear will cause the proposed Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display.
 - c. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.

ARTICLE 5. CLIENT'S OBLIGATIONS

- A. The Client shall be responsible for providing the Artist, at no expense to the Artist, with copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which are needed by the Artist in order to perform.
- B. The Client shall be responsible for compliance with all applicable laws and regulations, including but not limited to zoning or environmental regulations, and shall inform the Artist in writing of any limitations imposed by such laws and/or regulations to the Artist.
- C. The Client shall not permit any use of the Artist's name or misuse of the proposed Artwork which would reflect discredit on the Artist's reputation as an artist or which would violate the spirit of the proposed Artwork, should such use or misuse be within the Client's control.
- D. The Client shall be responsible for leading the Artist through the required review process. The Client shall be responsible for organizing and scheduling meetings with review entities, and for providing the Artist with written instructions for the materials required at such meetings.

ARTICLE 6. OWNERSHIP OF THE FINAL DESIGN

- A. COPYRIGHT OWNERSHIP

1. The Artist retains Copyright in and to the proposed Artwork under the Copyright Act of 1976, 17 U.S.C., Section 101, et seq., as the sole author of the Artwork.
2. The Artist is responsible, at their option, for registering any copyrightable material in their name with the U.S. Register of Copyrights, at no additional cost to Client.
3. The Client is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

B. REPRODUCTION RIGHTS

1. The Artist grants to the Client and its assigns an irrevocable license to make two-dimensional reproductions of the Final Design only for non-commercial purposes, including but not limited to reproductions used in public communications about the project, provided that these rights are exercised in a tasteful and professional manner.
2. All reproductions of the Artwork by the Client shall contain a credit to the Artist substantially in the following form: Copyright © _____, date of publication.

ARTICLE 7. SUBSEQUENT EVENTS

A. MAINTENANCE

The Client and the Artist recognize that maintenance of the Artwork on a regular basis is essential to the integrity of the Artwork. Therefore, the Client shall take reasonable and cost-effective measures to assure regular maintenance according to the reasonable instructions supplied by the Artist as set forth herein under Article 1, Section B.5(e)(2) and may take action reasonably designed to protect the Artwork against vandalism.

B. REPAIRS AND RESTORATION

After final acceptance of the Artwork, the Artist may inspect the Artwork at their own expense and shall notify the Client in writing as to the necessity of any repairs. The Client may in its discretion consult with the Artist and make the noted repairs. All such consultations shall be without additional cost to the Client. This paragraph shall not apply to warranty work and shall in no way limit the warranty of Artist described herein.

C. ALTERATION OF THE ARTWORK

1. The Client agrees that it will not intentionally alter, modify, change, destroy, or damage the Artwork without first attempting to obtain permission from the Artist. The Client shall notify the Artist of any proposed significant alteration of the Site that would affect the intended character and appearance of the Artwork. The Artist shall not unreasonably object to such alteration. The Client shall make a good faith effort to consult with the

Artist in the planning and execution of any such alteration. The Client shall make a reasonable effort to maintain the integrity of the Artwork.

2. If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or equity under this Agreement. Upon written request, the Client shall remove the identification plaque and all attributive references to the Artist at its own expense within thirty (30) days of receipt of the notice. No provision of this Agreement shall obligate the Client to alter or remove any such attributive reference printed or published prior to the Client's receipt of such notice. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

D. REMOVAL OR RELOCATION OF ARTWORK

The Client agrees not to arbitrarily remove or relocate the Artwork without first making a good faith effort to contact the Artist. The Artist shall not unreasonably withhold approval of removal or relocation of the Artwork. Should the Artist agree to such removal or relocation, the Artist shall provide the Client with written handling instructions. In the event that the Artist is deceased or unable to otherwise give the Artist's consent, the current owner of the copyright of the Artwork shall not unreasonably withhold permission, keeping in mind the intentions of the Artist at the time of commission and fabrication.

If the Artist objects to the new location, the only remedy available to the Artist is to request in writing that the Client remove the identification plaque referred to in Article 5, Section C herein, and that the Client not promote the Artwork as that of the Artist; provided however, this provision in no way prohibits the Client from truthfully responding to inquiries, oral and written, as to the name of the Artist.

ARTICLE 8. INDEPENDENT CONTRACTOR

The Artist performs this Agreement as an independent contractor and not as an agent of an employee of the Client, and nothing herein creates any association, partnership or joint venture between the Parties hereto or any employer-employee relationship. The Artist shall maintain control; furnish all supervision, labor, materials, equipment, supplies, other incidentals, as well as transportation, shipping and installation of the Artwork.

ARTICLE 9. ASSIGNMENT

Except as provided in Article 3, Section C above, Artist will not assign, transfer or subcontract the creative and artist portions of the Design or Artwork to any other party without prior written consent of the Client. However, the Artist shall be allowed to employ qualified personnel who shall work under the Artist's supervision.

ARTICLE 10. INDEMNIFICATION

Artist agrees to indemnify and hold harmless Client, its successors and assigns, from any claim or suit arising or resulting from breach by Artist or any contractual obligations set forth in this Agreement including, but not limited to, Artist's warranties set forth in Article 4 of this Agreement.

ARTICLE 11. TERMINATION & MEDIATION

A. TERMINATION

1. Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as, but not limited to, acts of nature; war or warlike operations; superior governmental regulation or control, public emergency or strike or other labor disturbance. Notice of termination of this Agreement shall be given to the non-terminating party in writing not less than thirty (30) days prior to the effective date of termination.
2. The Client may terminate this Agreement without cause upon thirty (30) days' written notice to the Artist. Termination of this Agreement for any causes shall be without prejudice to any obligations or liabilities of either party accrued prior to or because of such termination. The Client shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in **Exhibit 2**. Should the Client elect to terminate the Agreement under this Section, Client does not have the right to commission any other party to create the Final Design, or any part thereof, without the written approval of the Artist.
3. If either the Artist or the Client shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement giving written notice to the defaulting party of its intent to terminate and specifying the grounds for termination. The defaulting party shall have thirty days (30) after receipt of the notice to cure the default. If the default is not cured within such time period, this Agreement shall terminate.
4. In the event of a default by the Client, the Client shall promptly compensate the Artist pursuant to Article 2 and **Exhibit 2** for all services performed by the Artist prior to termination, and all finished and unfinished drawings, sketches, photographs and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the Client's option become its property, provided that no right to fabricate or execute the Artwork shall pass to the Client.

5. In the event of default by the Artist, the Artist shall forfeit the right to any and all remaining payments due under this Agreement for which Artwork has not been completed as well as any and all copyrights reserved herein and any and all limited addition rights as defined herein.

B. MEDIATION

1. If, during the creation of the Artwork, its installation and subsequent existence, any disputes should arise between the Artist and the Client, the Parties hereto will mediate their disagreements and make every good faith effort to affect a mutually satisfactory resolution of the disagreements, including hiring an independent mediator reasonably acceptable to both Parties. Costs will be equally divided.
2. If discussion and/or mediation do not resolve the dispute(s), the parties may resort to litigation and equitable relief to resolve disputes that still exist after good faith discussion and/or mediation. In addition, either party may seek equitable relief (injunction and/or specific performance) at any time when immediate enforcement or cessation or performance under this Agreement is required to void foreseeable damages to relief-seeking party's interests, including but not limited to intellectual property interests. The prevailing party in any court action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in connection with such action or proceeding.

ARTICLE 12. MODIFICATION

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

ARTICLE 13. WAIVER

No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

ARTICLE 14. CONFLICT OF LAW/SEVERABILITY

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and

enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.

ARTICLE 15. GOVERNING LAW/VENUE

This Agreement shall be constructed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

ARTICLE 16. NOTICES

All notice, submittals, requests and reports required under this Agreement will be sent by certified mail, with an accompanying courtesy email, as follows:

For Artist:

For Client: Johnny Ziem/Town of Jackson
P.O. Box 1687
Jackson, Wyoming, 83001-1687
jziem@jacksonwy.gov

With to for Payment: Heather Overholser/Teton County
PO Box 1727
Jackson, Wyoming, 83001-1727
hoverholser@tetoncountyywy.gov

Notice is deemed to have been received either upon the date recipient signs the return certificate, or five (5) days after the notice is transmitted to recipient, whichever is sooner. A change in the designation of the person or address to which submittal, requests, notices, and reports will be delivered is effective when the other party has received notice of the change by certified mail.

ARTICLE 17. GOVERNMENT IMMUNITY

Client does not waive its sovereign immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

ARTICLE 18. HEADINGS FOR CONVENIENCE ONLY

Client does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

ARTICLE 19. EFFECTIVE DATE

The effective date of this Agreement shall be the date of approval by all Parties hereto.

ARTICLE 20. ENTIRE AGREEMENT

This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, and statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties.

ARTICLE 21. COUNTERPARTS; DIGITAL SIGNATURE

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

ARTICLE 22. EXHIBITS INCORPORATED HEREIN

All exhibits referenced in this Agreement are made a part of this Agreement.

ACCEPTED AND AGREED AS OF THE DATE FIRST SHOWN ABOVE:

CLIENT: Town of Jackson

DATE: _____

ARTIST:

DATE: _____

Exhibit 1

1.a. INITIAL CONCEPT DESIGN

Initial Concept Design

1.b. DESCRIPTION OF THE ARTWORK

PROJECT NARRATIVE

CONCEPT

PROPOSED MAINTENANCE

1.c. DETAILED BUDGET FOR CREATION OF FINAL DESIGN

Exhibit 2

MILESTONES AND PAYMENT SCHEDULE

The Client shall pay the Artist a fixed fee of ten thousand dollars (\$10,000), which shall constitute full and complete compensation for all the services performed and materials furnished by the Artist under this Agreement. Payment shall be made in accordance with the following scheduled installments, each installment representing full and final payment for all services and materials provided prior to payment thereof:

- 1. Travel & Final Design: to be completed between August – September 2024**
Upon acceptance of the contract and receipt of appropriate invoices the artist will receive a deposit of Five Thousand Dollars (\$5,000) to cover the expenses of the site visit and to develop the Final Design.
- 2. Engineering Review: October - November 2024**
Upon approval of the Final Design by the Client the Artist will have the Final Design detailing all associated materials and installations techniques reviewed by a qualified Wyoming licensed engineer and constructions drawings delivered to the Client.
- 3. Delivery of Construction Drawings: December 2024**
The artist will receive a final payment of Five Thousand Dollars (\$5,000) upon the Client's review and approval of the construction drawings.

EXHIBIT 3

INSURANCE

Insurance – General

a. The Artist shall procure and maintain for the duration of this Agreement, at the Artist's expense, insurance in the kinds and amounts as provided in this Exhibit with insurance companies authorized to do business in Jackson, Wyoming. The required insurance shall cover the Artist's employees, agents, contractors or subcontractors. The Client, its officials, employees, agents and contractors shall be named as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to the Client, its officials, employees, agents and contractors. All subcontractors employed by the Artist shall procure and maintain for the duration of this Agreement, at the subcontractor's expense, insurance in the kinds and amounts as provided in this Exhibit with insurance companies authorized to do business in Jackson, Wyoming. **OR the artist and all its subcontractors will sign a Risk Release Agreement indemnifying the Client.**

b. The duration of the general liability insurance described in this Exhibit shall extend for three (3) years after the termination of this Agreement.

c. The Artist and the Artist's subcontractors' insurance coverage shall be the primary insurance as respects the Client, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the Client, its officials, employees, agents and contractors shall be in excess of the Artist's or the Artist's subcontractors' insurance and shall not contribute with the Artist's or the Artist's subcontractors' insurance. The coverage shall state that the Artist's or the Artist's subcontractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

d. Prior to undertaking any Artwork under this Agreement, the Artist, at no expense to the Client, shall furnish to the Client a certificate of insurance with original endorsements affecting coverage for each of the insurance policies provided in this Exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates must be current, and the Artist must submit replacement or renewal certificates of insurance for all the policies expiring during the term of this Agreement. Each certificate shall clearly indicate that the Artist has obtained insurance in the type, amount, and classification as specified in this Exhibit and that no material changes, cancellation, suspension or reduction in limits of insurance shall be effective except after thirty [30] days prior written notice to the Client. Each certificate shall indicate that the subcontractors are additional insureds, or the Artist shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Parties as additional insureds.

e. Any deductibles or self-insured retentions must be declared to, and approved by, the Client. At the option of the Client, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Client, its officials, employees, agents and contractors; or the Artist shall provide a financial guarantee satisfactory to the Client guaranteeing payment of losses and related investigations, claim administration and defense expenses; or to approve a deductible without a guarantee.

f. Despite any changes to or cancellation of insurance, the Artist remains responsible for maintaining the required insurance coverage for the duration of the Agreement.

g. Failure of the Artist to comply with any of the terms of this Article 6 shall be considered a material breach of this Agreement and cause for its immediate termination.

Insurance Policies

a. Commercial General Liability insurance policy, written on an occurrence form, including all the usual coverages known as:

- i) premises / operations liability
- ii) products / completed operations
- iii) personal / advertising injury
- iv) contractual liability
- v) broad-form property damage]
- vi) independent contractor's liability]

Said policy must provide the following minimum coverage:

- 1) \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- 2) \$1,000,000 annual aggregate
- 3) Automobile liability insurance policy, including coverage for owned, non-owned, leased or hired vehicles, providing the following minimum coverage:
 - a. bodily injury liability of \$1,000,000 for each person,
 - b. \$1,000,000 per occurrence,
 - c. property damage liability of \$50,000 for each occurrence.

The Artist agrees to keep in good standing a valid driver's license at all times, where appropriate, during the term of this Agreement.

c. Transportation/Cartage. The Artist is responsible for all coverage and risks prior to installation, which includes, but is not limited to, loading, transportation and unloading of the Artwork. If the Artwork is to be loaded, transported or unloaded by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to the Artist through the date of loading under Exhibit 3.

d. All Risk Installation insurance which covers physical damage to or destruction of the Artwork. If the Artwork is to be installed by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to the Artist through the date of the beginning of installation of the Artwork under Exhibit 3.

e. Worker's Compensation and Employers' Liability insurance in accordance with the statutory requirements of the State of Wyoming providing coverage for any and all employees of Artist. The Artist shall require all subcontractors to carry this coverage also. The minimum coverage for the Worker's Compensation and Employers' Liability insurance shall be \$1,000,000, if purchased from an insurer other than the state of Wyoming. If, however, the Artist does not have any employees as defined by state statutes and regulations and does not wish to cover himself or herself for Worker's Compensation, the Artist shall sign the following statement:

"I, do not have, nor intend to have for the full term of this Agreement, any employees. Furthermore, I do not wish to obtain or be covered under any Worker's Compensation insurance coverage and, therefore, am signing this statement in lieu of providing the above require Worker's Compensation coverage."

(Artist's signature)

(Print Artist's name)

STAFF REPORT



Meeting Date:	July 15, 2024	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works – Engineering	Presenter:	Brian Lenz
Agenda Item:	Encroachment Agreement – Canopy; 45 E Pearl (E24-0040)	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to enter into a Canopy Encroachment Agreement with CCC's Ranch Inn, LLC for the proposed multi-use building at 45 E Pearl Avenue.

Requested Action.

The requested action for this item is for Council to review a canopy encroachment and approve an Encroachment Agreement.

Recommendations.

Staff recommends approving the Encroachment Agreement for the canopy with CCC's Ranch Inn, LLC.

Background.

The application pertains to a new proposed multi-use building at 45 E Pearl Avenue. Canopies will be placed within the right of way above the entrances to the commercial spaces at the street level and encroach about 2'-2" into the public right-of-way on the S Cache Street side of the building.

Analysis & Key Policy Questions.

The canopies were reviewed as part of the building permit submittals and comply with the Land Development Regulations and design plans developed for Sketch Plan and Development Plan approval.

- Does Council agree with staff's recommendation?

Possible Alternatives.

Possible alternatives to this item are:

- Not approve the agreement as presented.
- Approve the agreement as modified by Council.
- Other

Comprehensive Plan & Priority Alignment.

- Common Value 2: Growth Management
 - Responsible Growth Management
 - Town as the Heart of the Region – The Central Complete Neighborhood
- Common Value 3: Quality of Life
 - Quality Community Service Provision

Fiscal Impact.

This item would have no fiscal impact other than staff time to prepare agreement documents.

Staff Impact.

Staff impact for this item includes time for Engineering and Legal to review encroachment agreement language and revise as needed for both parties to enter into an agreement, approximately 6-8 hours.

Attachments or Links.

1. Encroachment Agreement.

Suggested Motion.

I move to approve the Encroachment Agreement for the canopy in South Cache Street with CCC's Ranch Inn, LLC and authorize the mayor to execute the Agreement, subject to final approval by the Town Engineer and Town Attorney.

CANOPY ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____ (the "Effective Date"), by and between CCC's Ranch Inn, LLC, with an address of P.O. Box 844, Jackson, Wyoming 83001 hereinafter referred to as ("Encroaching Party") and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, with an address of P.O. Box 1687 Jackson, WY 83001 hereinafter referred to as ("Town,"), together ("Parties"). This Agreement shall be effective upon its execution, and it will be promptly recorded in the Office of the Teton County, Wyoming Clerk.

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Teton County, Wyoming, described as follows:

Street Address: 50 South Cache Street; 45 East Pearl Avenue; 75 East Pearl Avenue
Location: N ½ Lot 14-16, BLK 1 Cache-1; Lot 12-13, S ½ Lots 14-16, BLK 1, Cache-1; Lot 10-11, BLK 1 Cache-1
PIDN: 22-41-16-34-2-05-006; 22-41-16-34-2-05-007; 22-41-16-2-05-008

WHEREAS, the Town is the owner of that certain public right-of-way known as South Cache Street Plat No. 00102, which public right-of-way adjoins Encroaching Party's property; and

WHEREAS, the Encroaching Party shall encroach in a portion of the above-noted South Cache Street as set forth in Exhibit A, attached hereto and made a part hereof, for:

First-story entry canopies along S Cache Street as shown in Building Permit B22- 0738 plans, (hereinafter "Encroaching Property").

WHEREAS, on June 3, 2024 the Jackson Town Council voted to approve and authorize the mayor to sign the Encroachment Agreement between the Town of Jackson and the Encroaching Party for the Encroaching Property subject to final review and approval by the Town Attorney and conditions set forth in this Agreement.

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public right-of-way by adverse possession or otherwise due to the encroachment.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the Town do mutually covenant and agree as follows:

1. ACKNOWLEDGMENT OF TOWN'S RIGHTS

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

2. AGREEMENT TO ALLOW ENCROACHMENT

The Town agrees that Encroaching Party shall have the right to have the Encroaching Property extend beyond the boundary line of the Encroaching Party's property and to encroach within the Town right-of-way (or easement) to the extent set forth herein. Notwithstanding the foregoing, no provision in this Agreement shall limit or prohibit the Town from pursuing its right of eminent domain with regard to the

Encroaching Property and no provision of this Agreement shall limit or prohibit Encroaching Party from defending its property therefrom.

3. ENCROACHING PARTY OBLIGATIONS

Encroaching Party must:

- A. Maintain the Encroaching Property in a safe and structurally sound manner. All repairs and reconstruction work must be completed such that thereafter the Encroaching Property meets the standards of the Building Code of the Town of Jackson adopted at the time of repair and reconstruction.
- B. Maintain the Encroaching Property such that it does not allow water, whether in the form of snow, rain, or otherwise, to leak onto the sidewalk.
- C. When removing snow from the Encroaching Property to the Town right-of-way, remove the snow from the Town right-of-way at the same time of removal from the Encroaching Property. Encroaching Party is responsible for obtaining any required permits for the snow removal.

4. RIGHT-OF-WAY ACCESS

Encroaching Party shall have the right from time to time to go upon the adjoining Town right-of-way for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the Town as a result of such maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns. Under no circumstances shall the Encroaching Party be allowed to increase the encroachment, absent written approval (including applicable regulatory approval) of the Town.

5. RELEASE OF CLAIMS

Encroaching Party, and its successors or assigns hereby releases and holds harmless the Town from any and all damage, claim, cause, or right of action which may arise from normal use by the public, Town use, maintenance, construction, repair or replacement activities by the Town associated with the Town right-of-way (or easement) in its present configuration and alignment and any of the present utilities within the Town right-of-way and which may arise due to the proximity of the Encroaching Property to the work activity being conducted by the Town.

6. INDEMNIFICATION

Encroaching Party, and its successors in interest and assigns, hereby agrees to indemnify and hold harmless the Town of Jackson from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which the Town may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property, except to the extent the same arise out of the willful or negligent acts or omissions of the Town or its contractors. The Town will give the Encroaching Party prompt notice of any claims against it arising from or related to such Encroaching Property and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the Town, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Town in relation to such claims under the Wyoming law.

7. BINDING COVENANT

The provisions of this Agreement shall operate as a covenant running with all parcels of land above described and shall bind both Parties hereto and their respective successors and assigns in ownership.

8. TERM OF AGREEMENT

This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the Encroaching Property is removed, demolished or destroyed, whether

intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party hereunder to the encroachment shall cease. Provided, however, if, within a reasonable time (not to exceed two (2) years) after such event, the Encroaching Party at their sole cost initiates repairs, replacements, or reconstruction of the structure in the same outside dimensions and configurations as the original Encroaching Property. Upon the development of compelling municipal interests with which the Encroaching Property may interfere, Encroaching Party, its successors and assigns shall fully cooperate with the Town under then existing circumstances to accommodate and/or mitigate such interference by the Encroachment.

9. NO THIRD-PARTY BENEFICIARY

This Agreement is made solely and specifically among and for the benefit of the parties hereto, 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.

10. HEADINGS

Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

11. MODIFICATION IN WRITING

No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both parties.

12. BINDING EFFECT AND SEVERABILITY

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon agreement by all parties or their heirs, legal representatives, successors, and permitted assigns. If a Court finds any provision of this Agreement to be invalid or unenforceable, such finding shall not render the entire Agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provision of this Agreement in all other respects shall remain valid and enforceable.

13. RECORDING

This Agreement shall be executed upon its approval by the Jackson Town Council and shall thereupon be filed with the Town Clerk and recorded in the Land Records of Teton County, Wyoming at the Encroaching Party's sole cost.

14. GOVERNING LAW AND FORUM

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, this Agreement shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

15. GOVERNMENTAL IMMUNITY

The Town of Jackson does not waive its governmental immunity by entering into this agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

16. WAIVER

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

17. ENTIRE AGREEMENT

The parties agree that this Agreement reflects the entire agreement between the parties as to the subject matter hereof, and no amendment of such agreement shall be effective unless in writing and signed by both parties.

18. 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 facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

Rest of Page Blank Signatures on Following Pages

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

A _____
of the State of Wyoming

By: _____

Title: _____

Date: _____

TOWN OF JACKSON,

A municipal corporation
of the State of Wyoming

BY: Hailey Morton Levinson, Mayor

ATTEST: Riley Taylor, Town Clerk

Date: _____

STAFF REPORT



Meeting Date:	July 15, 2024	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works – Engineering	Presenter:	Brian Lenz
Agenda Item:	Encroachment Agreement-Shoring; 45 E Pearl (E24-0041)	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to review and approve an Encroachment Agreement for shoring with CCC's Ranch Inn, LLC for the proposed multi-use building at 45 E Pearl Avenue.

Requested Action.

The requested action for this item is for Council to review a shoring encroachment and approve an Encroachment Agreement for the shoring.

Recommendations.

Staff recommend approving the Encroachment Agreement.

Background.

The application pertains to a new proposed multi-use building at 45 E Pearl Avenue. The existing buildings on the site include the Ranch Inn, the Ranch Square Building and the Under the Willow Building. These buildings are scheduled to be demolished in June 2024 with excavation and shoring scheduled for August/September 2024. The proposed multi-use building will utilize some of the existing basements to minimize earth work and shoring. Shoring that will be required extends on property approximately 201-ft on E Pearl Avenue and on South Cach Street approximately 108-ft. Only the soil nails will encroach into the public rights-of-way.

Analysis & Key Policy Questions.

Analysis for this item reviewed engineered stamped design plans submitted for approval. Engineering followed ToJ shoring nails checklist for compliance.

CONDITIONS OF APPROVAL

1. Encroachment for Shoring requires Town Council Approval.
2. The Encroaching Party shall provide all the required exhibits for the Encroachment Agreement. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer.
3. Encroaching Party is responsible for all Teton County Clerk recording fees.
4. Temporary Soil Nails shall be removable by an excavator or easily cut with a chop saw, and not integral to the long-term stability of the building on Encroaching Party's property. A Removal Fee of \$65 per Soil Nail located within 10 feet of the surface at their anchor point on the shotcrete wall is required and shall be paid by the Encroaching Party.
5. Encroaching Party shall video inspect the adjacent sanitary and storm sewer lines pre- and post- shoring construction.
6. Permittee shall "pothole" the existing utilities in the vicinity of the shoring to verify their location and elevation prior to commencing shoring installation. Work requires a PROW permit.
7. Applicant must post a financial assurance that complies with Town of Jackson Land Development Regulation 8.2.11 for the installation of the Encroaching Property, the foundation and backfill of the building on Encroaching Party's property, and the installation and maintenance of safety fencing around the project.
8. Prior to the Town Engineer's Final Inspection, the Encroaching Party must provide the Town Engineer record drawings of the shoring to document the Encroaching Property's "as-built" location.
9. The Encroaching Property may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the rights-of-way or any public utilities located therein following completion of construction of the building foundation and backfill on Encroaching Party's property.

10. Prior to beginning any shoring work, the Encroaching Party, and its general contractor and shoring sub-contractor, must each provide insurance policies and amounts approved by the Town. If requested, the Town shall be listed as an additional insured on the policies.

Possible Alternatives.

Possible alternatives to this item are:

- Not enter into an agreement as presented.
- Enter into an agreement adding Conditions to the agreement.
- Other

Comprehensive Plan & Priority Alignment.

- Common Value 2: Growth Management
 - Responsible Growth Management
 - Town as the Heart of the Region – The Central Complete Neighborhood
- Common Value 3: Quality of Life
 - Quality Community Service Provision

Fiscal Impact.

The cost of this application is \$640. The Removal Payment for soil nails installed within 10 feet of the surface is \$5,720.

Staff Impact.

Staff impact for this item includes 8-10 hours for Engineering review and processing, 4-6 hours for Legal to review encroachment agreement language and revise as needed for both parties to enter into an agreement, and 1-2 hours of administration time to process the staff report.

Attachments or Links.

1. Encroachment Agreement for Shoring.

Suggested Motion.

I move to approve the Encroachment Agreement for the shoring with CCC's Ranch Inn, LLC and authorize the mayor to execute the Agreement, subject to final approval by the Town Engineer and Town Attorney.

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____ (the "Effective Date"), by and between CCC's Ranch Inn, LLC, with an address of P.O. Box 844, Jackson, Wyoming 83001, hereinafter referred to as ("Encroaching Party") and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, with an address of P.O. Box 1687 Jackson, WY 83001 hereinafter referred to as ("Town,"), together ("Parties"). This Agreement shall be effective upon its execution, and it will be promptly recorded in the Office of the Teton County, Wyoming Clerk

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Teton County, Wyoming, described as follows:

Street Address: 50 South Cache Street; 45 East Pearl Avenue; 75 East Pearl Avenue

Location: N ½ Lot 14-16, BLK 1 Cache-1; Lot 12-13, S ½ Lots 14-16, BLK 1, Cache-1; Lot 10-11, BLK 1 Cache-1

PIDN: 22-41-16-34-2-05-006; 22-41-16-34-2-05-007; 22-41-16-2-05-008

WHEREAS, the Town is the owner of those certain public rights-of-way known as South Cache Street and East Pearl Avenue, Plat No. 00102, which public rights-of-way abut Encroaching Party's property; and

WHEREAS, the Encroaching Party shall use a portion of the subsurface areas approximately two feet or more below the surface, as shown on the attached plans, that do not interfere with existing utilities of the above-noted public rights-of-way as set forth in Exhibit A ("Encroaching Property") hereto for:

Subsurface placement of approximately eighty-eight (88) "soil nails" (defined as hollow steel bars encapsulated in grout), designed to be abandoned in place, which will encroach into the subsurface of the rights-of-way for horizontal distances of approximately 9-ft to 17-ft, all as more specifically shown on the attached plans and associated with the shoring of walls during construction of a building on Encroaching Party's property; and

WHEREAS, on June 3, 2024 the Jackson Town Council voted to approve and authorize the mayor to sign the Encroachment Agreement between the Town of Jackson and the Encroaching Party for the Encroaching Property subject to final review and approval by the Town Attorney and the following conditions:

- A. Encroachment for Shoring requires Town Council Approval.
- B. The Encroaching Party shall provide all the required exhibits for the Encroachment Agreement. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer.
- C. Encroaching Party is responsible for all Teton County Clerk recording fees.
- D. Temporary Soil Nails shall be removable by an excavator or easily cut with a chop saw, and not integral to the long-term stability of the building on Encroaching Party's property. A Removal Fee of \$65 per Soil Nail located within 10 feet of the surface at their anchor point on the shotcrete wall is required and shall be paid by the Encroaching Party.
- E. Encroaching Party shall video inspect the adjacent sanitary and storm sewer lines pre- and post- shoring construction.
- F. Permittee shall "pothole" the existing utilities in the vicinity of the shoring to verify their location and elevation prior to commencing shoring installation. Work requires a PROW permit.
- G. Applicant must post a financial assurance that complies with Town of Jackson Land Development Regulation 8.2.11 for the installation of the Encroaching Property, the foundation and backfill of the building on Encroaching Party's property, and the installation and maintenance of safety fencing around the project.
- H. Prior to the Town Engineer's Final Inspection, the Encroaching Party must provide the Town Engineer record drawings of the shoring to document the Encroaching Property's "as-built" location.

- I. The Encroaching Property may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the rights-of-way or any public utilities located therein following completion of construction of the building foundation and backfill on Encroaching Party's property.
- J. Prior to beginning any shoring work, the Encroaching Party, and its general contractor and shoring sub-contractor, must each provide insurance policies and amounts approved by the Town. If requested, the Town shall be listed as an additional insured on the policies.

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public rights-of-way by adverse possession or otherwise due to the encroachment.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the Town do mutually covenant and agree as follows:

1. ACKNOWLEDGMENT OF TOWN'S RIGHTS

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

2. AGREEMENT TO ALLOW ENCROACHMENT

The Town agrees that Encroaching Party shall have the right to have the Encroaching Property extend beyond the boundary line of Encroaching Party's property and to encroach within the Town rights-of-way to the extent set forth herein. Notwithstanding the foregoing, no provision in this Agreement shall limit or prohibit the Town from pursuing its right of eminent domain with regard to the Encroaching Property and no provision of this Agreement shall limit or prohibit Encroaching Party from defending its property therefrom.

In consideration of Encroaching Party's payment to the Town of the sum of Five Thousand and Seven Hundred and Twenty Dollars (\$5,720.00) (the "Removal Payment"), which amount shall be nonrefundable and shall be available for use by the Town for any purpose, the Town agrees that Encroaching Party shall have the right to have the Encroaching Property extend beyond the boundary line of the Encroaching Party's property and to encroach and rest within the subsurface of the Town rights-of-way; provided, however, that i) no permanent soil nails will be placed below the surface of the rights-of-way, ii) those soil nails within 10 feet of the surface shall be covered by the Removal Payment, iii) the soil nails may be disturbed, destroyed, or removed in connection with any construction, installation, excavation, maintenance, or replacement of the right-of-way or any public utilities located therein following completion of construction of the building on Encroaching Party's property, and iv) any additional costs incurred by the Town as a result of the presence of the soil nails or any steel bars installed by or on behalf of Encroaching Party will be borne by the Town. Completion of construction of said building shall be deemed to have occurred upon issuance of certificates of occupancy for the building or for any of the individual units within the building.

The Encroaching Party shall submit to the Town Engineer record drawings of the shoring to document the shoring's "as-built" location.

3. ENCROACHING PARTY OBLIGATIONS

Encroaching Party must maintain the Encroaching Property in a safe and structurally sound manner. All repairs and reconstruction work must be completed such that thereafter the Encroaching Property meets the standards of the Building Code of the Town of Jackson adopted at the time of repair and reconstruction.

4. RIGHT TO MAINTAIN

Encroaching Party shall have the right from time to time to go upon the adjoining Town rights-of-way for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the Town as a result of such maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns. Under

no circumstances shall the Encroaching Party be allowed to increase the encroachment, absent prior written consent, both regulatorily and proprietarily, of the Town.

5. RELEASE OF CLAIMS

Encroaching Party hereby releases and holds harmless the Town of Jackson from any and all damage, claim, cause, or right of action which may arise from normal Town use, maintenance, construction, repair or replacement activities by the Town associated with the Town rights-of-way in its present configuration and alignment and any of the present utilities within the Town right-of-way and which may arise due to the proximity of the Encroaching Property to the work activity being conducted by the Town. In elaboration of the foregoing, Encroaching Party hereby expressly authorizes the Town, acting through its contractors and agents, to disturb, damage or remove the Encroaching Property in connection with the above-described work activity at any time following completion of the building being constructed on Encroaching Party's property. Encroaching Party hereby releases and holds harmless the Town of Jackson from any and all damage, claim, cause, or right of action which may arise from disturbance, damage or removal of the Encroaching Property by Town or its agents, including, without limitation, any of the foregoing that may result in instability of the building being constructed on Encroaching Party's property or any of the appurtenances thereto, except to the extent the same is caused by the malicious or negligent acts or omissions of the Town or its contractors.

6. INDEMNIFICATION

Encroaching Party, and its successors in interest and assigns, hereby agrees to indemnify and hold harmless the Town of Jackson from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which the Town may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property, except to the extent the same arise out of the willful or negligent acts or omissions of the Town or its contractors. The Town will give the Encroaching Party prompt notice of any claims against it arising from or related to such Encroaching Property and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the Town, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Town in relation to such claims under the Wyoming law.

7. BINDING COVENANT

The provisions of this Agreement shall operate as a covenant running with all parcels of land above described and shall bind both Parties hereto and their respective successors and assigns in ownership.

8. TERM OF AGREEMENT

This instrument and all the undertakings, promises and covenants contained herein shall remain in force and effect until such time as the Encroaching Property is removed partially or in its entirety. Removal of Encroaching Property, or any portions thereof, shall be based on legitimate municipal interests, including but not limited to the Town's need to use additional rights-of-way Following completion of the building being constructed on Encroaching Party's property as defined in Section 2, no notice of removal is required. Upon extension, removal, or destruction of the Encroaching Property partially or in its entirety, all rights of Encroaching Party, its successors, and assigns, hereunder to the encroachment, shall cease.

9. NO THIRD-PARTY BENEFICIARY

This Agreement is made solely and specifically among and for the benefit of the parties hereto, 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.

10. HEADINGS

Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

11. MODIFICATION IN WRITING

No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both parties.

12. BINDING EFFECT AND SEVERABILITY

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon agreement by all parties or their heirs, legal representatives, successors, and permitted assigns. If a Court finds any provision of this Agreement to be invalid or unenforceable, such finding shall not render the entire Agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provision of this Agreement in all other respects shall remain valid and enforceable.

13. RECORDING

This Agreement shall be executed upon its approval by the Jackson Town Council and shall thereupon be filed with the Town Clerk and recorded in the Land Records of Teton County, Wyoming at the Encroaching Party's sole cost.

14. GOVERNING LAW AND FORUM

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, this Agreement shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

15. GOVERNMENTAL IMMUNITY

The Town of Jackson does not waive its governmental immunity by entering into this agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

16. WAIVER

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

17. ENTIRE AGREEMENT

The parties agree that this Agreement reflects the entire agreement between the parties as to the subject matter hereof, and no amendment of such agreement shall be effective unless in writing and signed by both parties.

18. 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 facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

Signatures follow on next page

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

A _____
of the State of Wyoming

By: _____

Title: _____

Date: _____

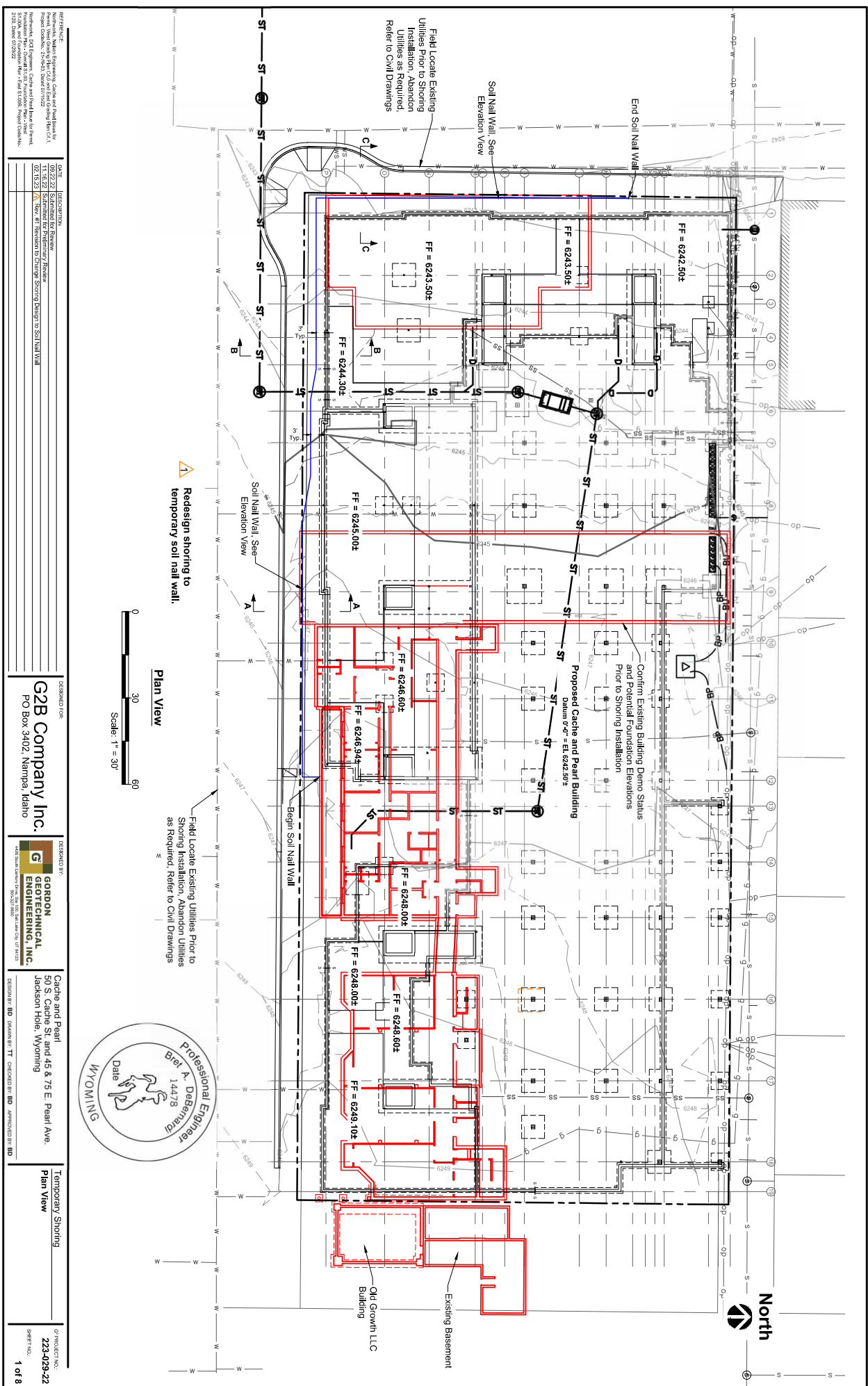
TOWN OF JACKSON,

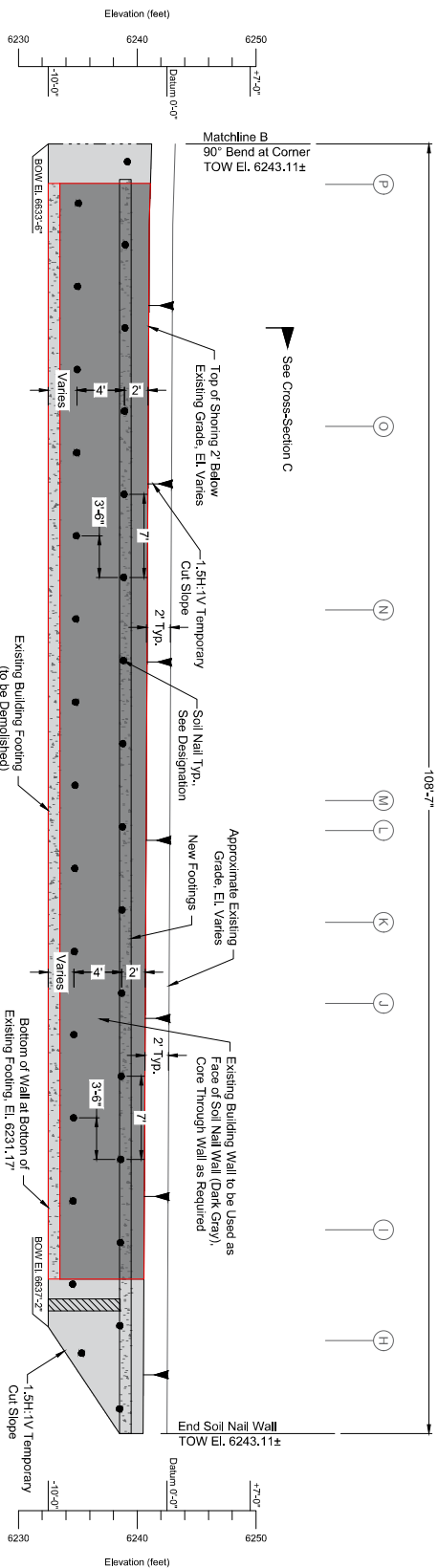
A municipal corporation
of the State of Wyoming

BY: Hailey Morton Levinson, Mayor

ATTEST: Riley Taylor, Town Clerk

Date: _____





Approximately 3,411 Total Square Feet of Soil Nail Wall Installed



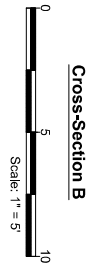
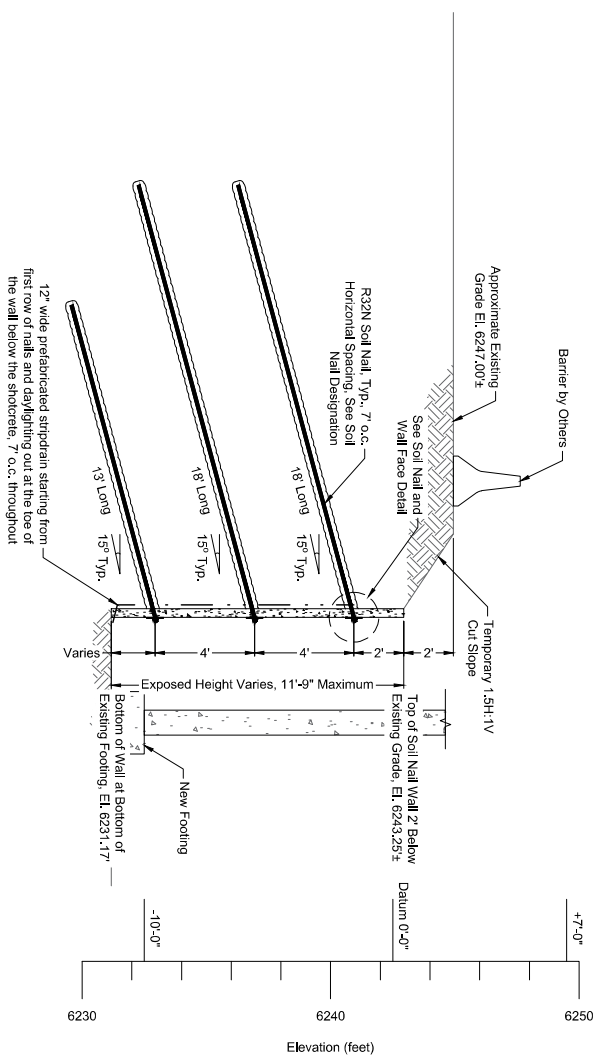
Elevation View 1
(Continued)

Soil Nail Key	
•	Soil Nail, 13' Long, Typ.
✕	Soil Nail, 18' Long, Typ.

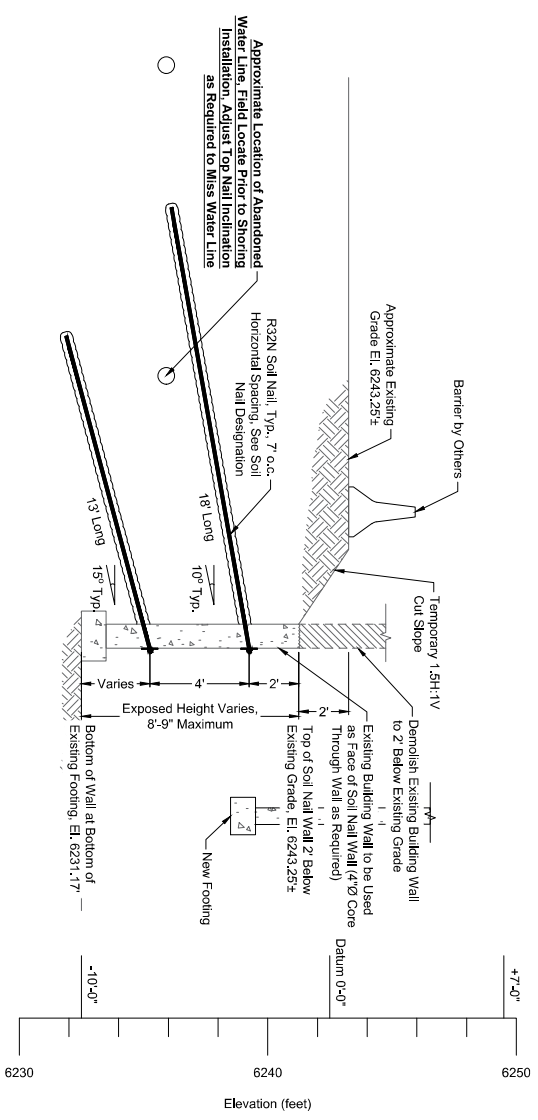
1) All Soil Nails to be R32N or Larger.



REVISIONS		DESIGNED BY		CHECKED BY		DATE	
11	11-22-22	Submitted for Review					
12	12-15-23	Rev. at Revision to Change Shoring Design to Soil Nail Wall					
		G2B Company Inc.		GORDON GORDON ENGINEERING, INC.		Caché and Pearl	
		PO Box 3402, Nampa, Idaho		50 S. Cache St. and 45 & 75 E. Pearl Ave.		Jackson Hole, Wyoming	
				DESIGN BY: BD		DRAWN BY: TT	
				CHECKED BY: BD		APPROVED BY: BD	
		Temporary Shoring		Elevation View 1		PROJECT NO. 223-029-22	
		(Continued)				SHEET NO. 4 of 8	



REFERENCE:	
DATE:	11/09/2022
02/22/23	Submitted for Review
11/16/23	Submitted for Preliminary Review
02/15/23	Rev. #1 Revision to Change Shoring Design to Soil Nail Wall



DATE: 10/22/22		DRAWN BY: TD		CHECKED BY: BD		APPROVED BY: BD	
11/16/22		SUBMITTED FOR REVIEW		G2B Company Inc.		Cade and Pearl	
02/15/23		REV. 1: Version to Change Shoring Design to Soil Nail Wall		GORDON GORDON ENGINEERING, INC.		50 S. Caine St. and 45 & 75 E. Pearl Ave.	
				PO Box 3402, Nampa, Idaho		Jackson Hole, Wyoming	

1. Shoring layout and design are based upon the following documents

- a. Project Plans entitled "Cacine and Pearl," 50 S. Cacine St. and 45 & 75 E. Pearl Ave., by NortonKorn, dated September 19/22.
- b. Project Structural Plans entitled "Old Growth, LLC, 55 South Jung Street, Jackson, Wyoming," by Nelson Engineering, dated 10/29/18 (Revision 1).
- c. Partial Shoring Plans showing existing and new foundations, the name dated 6/27/22.
- d. "Geotechnical Investigation, Multi-Use Commercial Development, Lots 1 through 16, Block 4, Cacine 1 Subdivision, Jackson, Wyoming" by Nelson Engineering, dated April 21, 2022 (Draft).
- e. General shoring arrangement by the general contractor.

5. 4-inch-thick shotcrete to be placed (where required).
6. Excavation shall not extend more than 2 feet below the soil nail level until nail grout and shotcrete have been in place for two days. Vertical lifts shall not exceed 6 feet.

1. **Installation Verification Nails:** Two verification nails shall be installed at the site prior to production nail installation. Preferably between the first and second row of nails, the verification test nails shall be installed the same installation method as the production nails. The verification test nails shall be 15 feet in length with the nail head unjacketed. After testing shall occur after the ground has been compacted by multiplying the actual installed bond length by a working efficiency of 2.0 kips per inch of nail in soils (i.e., for 10' bond, $L = 10' \times 2.0 \text{ kips/in} = 20 \text{ kips}$). Additional verification nails may be required at the discretion of the design engineer based upon different soil conditions or test results.

Sealing load (2%–6% DL; 25% DL; 50% DL; 75% DL; 100% DL; 150% DL, with a Creep Test). Each incremental load up until the yield point stable with the indication recorded. At 150% DL, a 1-min creep movement was observed. The creep movement at each subsequent load was less than 0.04 inches. The creep movement between 1- and 10-minute readings was less than 0.04 inches. The creep movement over the nail considered acceptable. If creep movement exceeds 0.04 inches, the nail should be held at an additional 50 minutes with readings taken at 20, 30, 40 and 60 minutes. If creep movement had over a full cycle of time (movement between 6- and 60-minute readings) is less than 0.08 inches, the nail is considered acceptable. After creep test, the nail should be further tested in increments of 25% DL. To failure. Maximum load shall not exceed 47 qps for R32N bar. All test results shall be awarded G for review.

3. Contractor is responsible for construction of the shoring as detailed on these plans. Variations from the layouts and details as shown hereafter may not be made except with the express written consent of the design engineer (65). Changes made in the field made without this consent shall be done solely at the risk of the contractor. Conflicts between these plans and the general contract plans to be resolved by Gordon Geotechnical Engineering Inc., whose decision shall be final. No warranty is expressed or implied, only that these designs were prepared in general accordance with design principles in use at the time this work was performed.

1. Soil Nails to be DSI hollow core anchors as designated on these plans equipped with 3-inch nominal size. All bars shall be free of mill scale and rust at the time of installation.

2. Groul for sealants to be Polyurethane Cement (Type III) with a 28-day compressive strength of 3,000 psi.
3. Mix to occur onsite and shall have the lowest practical water content for pumping (water to cement ratio of 0.4 to 0.5). Mix and installation to conform to all applicable ACI specifications.
4. All plates shall be A36 mild steel or better and shall be attached according to AISC Standards.
5. Structural layers for facing shall consist of an approved, impermeable mix having a 28-day strength of 3,000 psi. Polyurethane Cement, shall be mixed and placed in accordance with applicable ACI specifications.
6. Welded Wire Mesh to conform to ASTM A 92 and a 165. Minimum wire mesh overlap is 12 inches.
7. Rebar to have yield strength of 60 ksi, Minimum No. 4 rebar overlap is 33 inches.

1. The face of the excavation shall be cut to within 1'-2' of the lines and grades as shown on these

1. The face of the excavation shall be cut to within ± 2 of the lines and grades as shown on these drawings for real installation. After successful real installation, the face may cut to the lines and grade shown on the plans and immediately staked to the base of excavation. If excessive excavation is required, the face may be cut to the lines and grades shown on the plans and immediately staked to the base of the excavation. After the excavation is complete, the face shall immediately be applied to the face of the excavation immediately after the excavation is performed or the face of the excavation may be reduced. If site soils are sufficiently stable, the excavation may be cut to the lines and grades shown. Alternatively, "splices" or micropiles using 24 bar on 18 centers may be utilized to provide additional face stability. G^* to be contacted immediately if face stability problems occur to provide site specific recommendations.

2. For portions of the soil nail wall that utilizes existing basement walls as the temporary face, it will be necessary to core holes through the basement wall for efficient installation of the soil nails.
3. Allowable tolerances for nail and shotcrete placement shall be:
Nail Position: +/- 6 inches in any direction.

rees.

re applicable); no less than shown

angle: ± 0 to 10 degrees

4. Nails shall be installed in a horizontal sequence as shown on the plans. Nails to be continuously grouted as it is advanced into the hole. Nails not to advance more than 5 feet per minute and shall be worked back and forth in the hole at least 5 times during continuous grout feed, for each 10 feet it is advanced. Grout return to be maintained.

General Notes

5. 4-inch-thick shotcrete to be placed (where required).
6. Excavation shall not extend more than 2 feet below the soil nail level until nail grout and shotcrete have been in place for two days. Vertical lifts shall not exceed 6 feet.

1. **Installation Verification Nails:** Two verification nails shall be installed at the site prior to production nail installation. Preferably between the first and second row of nails, the verification test nails shall be installed the same installation method as the production nails. The verification test nails shall be 15 feet in length with the nail head unjacketed. After testing shall occur after the ground has been compacted by multiplying the actual installed bond length by a working efficiency of 2.0 kips per inch of nail in soils (i.e., for 10' bond, $L = 10' \times 2.0 \text{ kips/in} = 20 \text{ kips}$). Additional verification nails may be required at the discretion of the design engineer based upon different soil conditions or test results.

Sealing load (2%–6% DL; 25% DL; 50% DL; 75% DL; 100% DL; 150% DL, with a Creep Test). Each incremental load up until the yield point stable with the indication recorded at 150% DL, a 1-min creep movement was observed. The creep movement was measured by the difference between the first and 10-minute readings) is less than 0.04 inches. If the creep movement exceeds 0.04 inches, the nail is considered acceptable. If the creep movement exceeds 0.04 inches, the nail should be held at an additional 50 minutes with readings taken at 20, 30, 40 and 60 minutes. If the creep movement had over a full cycle of time (movement between 6- and 60-minute readings) is less than 0.08 inches, the nail is considered acceptable. After creep test, the final nail will be further tested in increments of 25% DL. To failure, Maximum load shall not exceed 47 qps for R32N bar. All test results shall be awarded G for review.

2. **Proof Testing.** A minimum of 5 percent of the production wall nails to be prefabricated to 150% of the design load. The nails to be randomly placed throughout the wall. Nail length of nails shall be Verification testing will determine if the nails achieve the assumed design adhesion. If nails do not achieve necessary values, the nails may need to be lengthened, utilize larger size, or other modifications as determined by the contractor and wall designer.

after the grout has set for 3 days. Contractor to utilize jack and pressure gauge calibrated within a year. Design load (DL) can be computed by multiplying the actual installed bond length by a work-

Additional test nails may be

The load increments and load sequence shall be

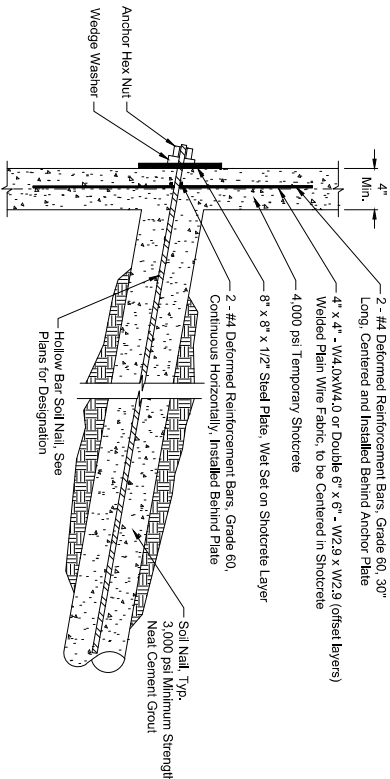
- [illegible]

1. Projected movements are approximately 1" to 2.0" laterally and vertically. Actual movements will vary based upon installation techniques, soil consistency, etc.

2. Fall protection on top of storing and slopes to be provided by others.
3. The wall has been designed for a 250 tsf rear surcharge on top of the slope above the wall. The wall has not been designed for large surcharges such as cranes, etc. and may require modification to the storing.
4. The wall has been designed for medium to very dense clayey gravel soils having the following

Unit Weight = 135 pcf, Friction Angle = 36 degrees, Cohesion = 50 psf (interlock)

No groundwater was included in the design. From the geotechnical information provided, groundwater should be well below the base of excavation. If groundwater is encountered above the base of excavation or soils other than those assumed are encountered during mass excavation, G^2 is to be notified immediately to review the design. Additional nails or further modifications to the shoring may be required.



Soil Nail and Wall Face Detail
Not to Scale

Not to Scale



STAFF REPORT



Meeting Date:	July 15, 2024	Meeting Title:	Regular - Consent
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Acknowledgment and Consent to Collateral Assignment for the Loop Project	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and execute an Acknowledgment and Consent to Collateral Assignment ("Acknowledgment") with respect to the Mogul Hospitality Partners- The Loop, LLC's Loop Project.

Requested Action.

Staff requests the Council authorize the mayor to execute the Acknowledgment.

Recommendations.

Staff recommends the Council authorize the mayor to execute the Acknowledgment

Background.

Mogul Hospitality Partners - The Loop, LLC ("Mogul"), the Town of Jackson, and the Teton County School District No. 1 entered into a Development Agreement (May 9, 2024) pursuant to which Mogul has obligations with respect to South Park Loop Road in relation to the construction of the Loop Project.

Mogul also entered into a construction loan agreement in order to finance the Loop Project, pursuant to which the lender is assigned certain construction and development agreements with respect to the Loop Project.

Analysis & Key Policy Questions.

The lender, having been assigned construction and development agreements requests acknowledgment of facts related to construction and development, including that:

- The Town has no counterclaim, right of set-off, claim for additional payment, defense or similar right against Mogul
- The Agreement is valid and in full force and effect and there is no default by the Town, Mogul, or the School District at this time
- The Town has performed all of its obligations, if any, required to be performed under the Agreement to date
- The Town acknowledges the effectiveness of the assignment
- The Town recognizes the lender may act in case of default by Mogul
- If Mogul defaults, the Town will notify the lender

Possible Alternatives.

The Council could not execute the Acknowledgment.

Comprehensive Plan & Priority Alignment.

N/A

Fiscal Impact.

None.

Attachments or Links.

Acknowledgment and Consent to Collateral Assignment

Suggested Motion.

I move to authorize the mayor to execute the Acknowledgment and Consent to Collateral Assignment on behalf of the Town, subject to minor changes by the Town Attorney.

ESTOPPEL CERTIFICATE AND APPROVAL NOTICE

_____, 2024

Sagebrush Jackson, L.L.C., a Delaware limited liability company (together with its successors and assigns, "Purchaser")
c/o Waterton Acquisitions, L.L.C.
222 S. Riverside Plaza, 20th Floor
Chicago, IL 60606
Attention: William Aguiar

Re: Notice of Default, Right to Cure & Option Agreement dated May 6, 2022, and recorded May 27, 2022, with the Teton County Clerk as Document Number 1039210 (the "Agreement"), made by and between Sagebrush Investors, LLC, a Delaware limited liability company ("Seller"), and the Town of Jackson, a municipal corporation of the State of Wyoming ("Town")

Ladies and Gentlemen:

As of the date hereof, the undersigned, on behalf of Town, acknowledges that (a) Purchaser has agreed to purchase that certain property commonly known 550 West Broadway, Jackson, Wyoming (the "Property"), from Seller, pursuant to the terms of that certain Purchase and Sale Agreement dated as of May 3, 2024 (as amended from time to time, the "Purchase Agreement"), which transaction requires the assignment of the Agreement from Seller to Purchaser, (b) Purchaser is requiring this Estoppel Certificate and Approval Notice in connection with the consummation of the transactions contemplated by the Purchase Agreement, and (c) the Agreement requires the Town's approval in the event of an assignment by Seller of its rights and obligations under the Agreement, which approval shall not be unreasonably withheld by the Town. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement. Accordingly, as of the date hereof, the undersigned hereby certifies and confirms to Purchaser, Midland States Bank ("Midland") and U.S. Department of Housing and Urban Development (together with Midland, "Lender") and acknowledges and agrees as follows:

- (1) The Agreement is in full force and effect. The Agreement constitutes the entire agreement between the parties subject to the Agreement (collectively, the "Parties") and has not been amended, modified or supplemented, except as set forth on Schedule 1 attached hereto and incorporated herein, and has not been superseded.
- (2) Seller is not in default in the performance of its obligations under the Agreement, nor does any circumstance currently exist that, but for the giving of notice or the passage of time, or both, would be such a default.
- (3) The Town has not received notice of any Delinquency and Default under the Loan

from LFC.

- (4) The Property complies with all of the covenants, conditions, restrictions, easements, and other obligations set forth in the Agreement.
- (5) No monies are due to Town from Seller pursuant to the Agreement.
- (6) The undersigned is duly authorized and fully qualified to execute this instrument on behalf of Town thereby binding Town hereto.
- (7) Purchaser, Midland, and Lender are relying on the representations and agreements made by the undersigned herein in connection with the Agreement and the undersigned acknowledges and agrees that the Purchaser, Midland, and Lender may so rely on such representations and agreements.
- (8) Pursuant to Section 8 of the Agreement, the Town hereby approves the assignment by Seller of its rights and obligations under the Agreement from Seller to Purchaser in connection with the consummation of the transaction contemplated by the Purchase Agreement.
- (9) Pursuant to Section 5 of the Agreement, the Agreement shall automatically terminate with this assignment as none of the other events set forth in Section 5 of the Agreement have occurred.

Governmental Immunity: The Town of Jackson does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned on behalf of Town has executed this Estoppel Certificate as of the day and year first above written.

TOWN OF JACKSON, STATE OF
WYOMING, a municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

Riley Taylor, Town Clerk
Date: _____

SCHEDULE 1

None.

STAFF REPORT



Meeting Date:	July 15, 2024	Meeting Title:	Town Council Meeting - Consent
Submitting Department:	Police	Presenter:	Chief Michelle Weber
Agenda Item:	Appointment of Special Municipal Officers	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to appoint individuals as Special Municipal Officers with specific authority to issue citations for certain violations of the Jackson Municipal Code.

Requested Action.

Staff requests Council appoint the following individuals as Special Municipal Officers:

Bea Simms

Olivia Oliver

Elise Prestrude

Lupita Ruiz

April Martinez Mejia

Recommendations.

Staff recommends Council appoint Bea Simms, Olivia Oliver, Elise Prestrude, Lupita Ruiz and April Martinez Mejia as Special Municipal Officers.

Background.

Wyoming State Statute §15-1-103(l) provides that “[t]he governing bodies of all cities and towns may: . . . Appoint special municipal officers, who are not certified as peace officers, to issue citations to individuals” for a limited set of purpose.

Consistent with the authority established in the state statute, Jackson Municipal Code §2.32.051 provides that “the Community Service Unit of the Police Department and Code Enforcement Officer(s) appointed as Special Municipal Officers by the Town of Jackson, have specific authority to issue citations for violations of the Jackson Municipal Code as set forth by W.S. § 7-2-103(e) and W.S. § 15-1-103(a)(xlx).”

Accordingly, the Town of Jackson may specifically appoint municipal officers with specific authority to issue citations for Jackson Municipal Code violations. Community Service Officers of the Jackson Police Department were hired and assigned to specifically enforce the Municipal Code, which includes health and safety, animals, parking violations, and nuisances.

Analysis.

Bea Simms was hired on XXXXX as a full-time Community Service Officer at the Jackson/Teton County Animal Shelter.

Olivia Oliver was hired on XXXXX as a full-time Community Service Officer at the Jackson/Teton County Animal Shelter.

Elise Prestrude was hired on XXXXX as a full-time Community Service Officer at the Jackson/Teton County Animal Shelter.

Lupita Ruiz was hired on XXXXX , as a Community Service Officer/Patrol. Ms. Ruiz will be utilized to assist with parking enforcement, enforcement in parks and on pathways, dogs off leash and speed of E-bikes on pathways.

April Martinez Mejia was hired on XXXXX , as a Community Service Officer/Patrol. Ms. Martinez Mejia will be utilized to assist with parking enforcement, enforcement in parks and on pathways, dogs off leash and speed of E-bikes on pathways.

Possible Alternatives.

N/A

Comprehensive Plan & Priority Alignment.

This item aligns with the Comprehensive Plan Policy 8.1.a – the delivery of quality levels of service to the community.

Fiscal Impact.

N/A

Staff Impact.

Preparation of this report took approximately 30 minutes.

Attachments or Links.

N/A

Suggested Motion.

I move to appoint Bea Simms, Olivia Oliver, Elise Prestrude, Lupita Ruiz and April Martinez Mejia as Special Municipal Officers.

STAFF REPORT



Meeting Date:	July 15, 2024	Meeting Title:	Regular Meeting
Submitting Department:	Housing	Presenter:	Stacy Stoker
Agenda Item:	Amendment and Restatement Special Restriction for 1070 Elk Run Lane Unit 6	Public Comment:	Yes – consent item

Purpose & Policy Considerations.

The Town Council ("Council") will consider an Amended and Restated Special Restriction for 1070 Elk Run Lane Unit 6. This Restriction uses the template restriction approved by Council in February 2023.

Requested Action.

Approval of the Restriction and authorization of Mayor Morton-Levinson to sign the Restriction.

Recommendations.

Staff recommend approval of the Restriction.

Background.

In June of 2018, to ensure standardized restrictions on restricted units, the Town Council and Board of County Commissioners directed staff to record the approved Deed Restriction Template on all sales of restricted units.

Analysis.

The subject unit was originally restricted as a Workforce Preservation Program unit using a restriction. Since that Restriction was recorded, the Deed Restriction Template has been updated with a new version approved by the Council and Commissioners. All qualification requirements are the same. The only substantial change is that some requirements are referred to in the Rules and Regulations instead of being outlined in the deed restriction.

Possible Alternatives.

None as policy has been set, and the unit is under contract as a Workforce Ownership unit.

Comprehensive Plan & Priority Alignment.

This item is in alignment with Section 5 of the Comprehensive Plan by providing workforce housing (Principle 5.1), strategically locating a variety of housing types (Principle 5.2), reducing the shortage of housing affordable to the workforce (Principle 5.3), and using a balanced set of tools to meet our housing goal (Principle 5.4).

Fiscal Impact.

N/A

Staff Impact.

Staff time to draft the new restriction and staff report for Town Council approval. Staff time to obtain signatures and ensure the document gets recorded.

Attachments or Links.

Complete Amendment and Restatement Deed Restriction for Workforce Ownership Housing Located at 1070 Elk Run Lane Unit 6, Town of Jackson Wyoming

Suggested Motion. I move to approve the Complete Amendment and Restatement Deed Restriction for Workforce Ownership Housing Located at 1070 Elk Run Lane Unit 6, Town of Jackson Wyoming and authorize the Mayor sign the restriction.

**Complete Amendment and Restatement
Deed Restriction for Property
Located at 1070 Elk Run Lane Unit 6, Jackson Wyoming**

This Deed Restriction ("Restriction") is made and entered into this ____ day of _____, 2024, by the undersigned owner of the property ("Declarant") and Town of Jackson, Wyoming.

RECITALS:

WHEREAS, Declarant holds fee ownership interest in that certain real property, located in Town of Jackson, Wyoming, and more specifically described as follows:

Lot 6 of elk Run Townhouses Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded in the Office of the Teton County Clerk on December 16, 1993 as Plat no. 792.

PIDN: 22-41-16-32-4-26-006 ("Land")

WHEREAS, Declarant purchased the Land under the Housing Preservation Down Payment Assistance Program and agreed to place a Workforce Ownership Housing restriction on said Land in accordance with the Jackson/Teton County Housing Department Rules and Regulations (Rules and Regulations"). The Land consists of

- Unit #6 with two bedrooms.

(together or individually "Residential Unit").

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

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

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners have duly enacted the Jackson/Teton County Housing Department Rules and Regulations ("Rules and Regulations") and this Restriction is subject to such Rules and Regulations as they are amended from time to time;

WHEREAS, consistent with the foregoing, the Unit is subject to those certain Special Restrictions for Workforce Ownership Housing Located at 1070 Elk run Lane Unit 6 Jackson, Wyoming recorded December 29, 2021 as Document number 1030637 (the "2021 Special Restrictions");

WHEREAS, in accordance with Section 10.C of the 2021 Special Restrictions, the Special Restrictions may be amended with the written consent of Parties to the 2021 Restriction and Owner ;

WHEREAS, in accordance with such Section 10.C of the 2021 Special Restrictions, and consistent with the foregoing Recitals, the former Owner, Town of Jackson, Housing Department and the undersigned Owner now desire to amend, restate and replace in their entirety with respect to the Residential Unit the 2021 Special Restrictions by adopting these Complete Amendment and Restatement Special Restriction for Workforce Ownership Housing Located at 1070 Elk Run Lane Unit 6, Town of Jackson Wyoming (“Special Restrictions”);

WHEREAS, in furtherance of the goals, objectives, requirements, and conditions of the Housing Preservation Program, and consistent with the Town of Jackson’s goal of providing decent, safe, and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Declarant agrees to restrict the use and occupancy of the Residential Unit as set forth herein;

WHEREAS, Declarant desires to record this Restriction and declare that the Residential Unit shall be held, sold, and conveyed in perpetuity subject to this Restriction and the Rules and Regulations, as they may be amended from time to time, which Restriction shall be in addition to all other covenants, conditions, or restrictions of record affecting the Residential Unit, and shall be enforceable by JTCHA and the Town of Jackson, Wyoming. Furthermore, Declarant hereby declares that where the term “Declarant” is used in this Restriction it includes and means each and every subsequent owner, unless otherwise specifically clarified.

NOW, THEREFORE, in satisfaction of the conditions in and consideration of the Housing Preservation Program, Declarant hereby declares, covenants, and agrees for itself and each and every person acquiring ownership of the Land and/or Residential Unit, that they shall be held, used, occupied, developed, transferred, and conveyed subject to this Restriction in perpetuity.

ARTICLE I OWNERSHIP

1.1 Qualified Household. The ownership of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household, as set forth herein and as further defined in the Rules and Regulations (“Qualified Household”).

1.1.2 Employment. At time of purchase and in perpetuity during ownership, at least one member of the Qualified Household must work a minimum of 1,560 hours per year for a Local Business, as that term is defined in the Rules and Regulations.

1.1.3 Income Limit. At time of purchase and in perpetuity during ownership, the Qualified Household must earn, at minimum, 75% of its income from a Local Business, as that term is defined in the Rules and Regulations.

Residential Real Estate. At time of purchase and in perpetuity during ownership, no member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) real estate except as set forth in the Rules and Regulations.

1.2 Qualification Determination by the Housing Department. The Housing Department shall determine, in its sole discretion, whether a prospective buyer is a Qualified Household. The Department shall use written applications, representations, and information to make the determination, which shall include the verification of those materials as necessary and appropriate to establish and substantiate eligibility.

- 1.3 Exception for Declarant. Notwithstanding the foregoing, it is understood and acknowledged that at the time of recordation of this Restriction the Declarant may still hold title to the Residential Unit. If Declarant still holds title to the Residential Unit at the time of recordation, Declarant is not required to be a Qualified Household. However, Declarant understands and agrees that it is required to sell the Residential Unit to a Qualified Household in accordance with the terms of this Restriction and the Rules and Regulations and no later than receipt of a certificate of occupancy for the Residential Unit.
- 1.4 Ownership by Housing Department. Notwithstanding the foregoing, JTCHA may purchase and own the Residential Unit.

ARTICLE II OCCUPANCY, IMPROVEMENT, AND USE

- 2.1 Rules and Regulations Applicability. All applicable limitations on occupancy, improvement, and use set forth in the Rules and Regulations, apply to the Residential Unit.
- 2.2 Business Activity. No business activities shall be carried out in a Residential Unit, except to the extent allowed in the Rules and Regulations.
- 2.3 Guests. No persons other than those comprising the Qualified Household, as set forth in the Rules and Regulations, may occupy the Residential Unit.
- 2.4 Maintenance. Declarant shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit, and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent, and sanitary condition pursuant to the Rules and Regulations. In the event Declarant fails to maintain the Residential Unit in a safe, decent, and sanitary condition, the Housing Department may take action, and be reimbursed for costs thereof, all as set forth in the Rules and Regulations.
- 2.5 Capital Improvements. Declarant may only undertake capital improvements to the Residential Unit, and only get reimbursed for such, to the extent set forth in the Rules and Regulations.
- 2.6 Insurance. Declarant shall keep the Residential Unit continuously insured as set forth in the Rules and Regulations. Declarant shall, as often as necessary to prove compliance herewith at all times, furnish and deposit with the Housing Department certificates of such insurance policy to be maintained by Declarant with evidence of payment of the premiums thereon.
- 2.7 Compliance with Laws and CC&Rs. The Residential Unit shall be occupied in full compliance with this Restriction; the Rules and Regulations; all laws, statutes, codes, rules, regulations of state, local, and federal law; Covenants, Conditions & Restrictions; and all supplements and amendments thereto.
- 2.8 Inspection. Upon reasonable notice to Declarant, the Housing Department shall have the right to inspect the Residential Unit from time to time as set forth in the Rules and Regulations.
- 2.9 Records. Declarant shall maintain records of service, rental, repair, and maintenance for a period of 2 years after their issuance. The Housing Department shall have the right to review the written records required to be maintained by Declarant.
- 2.10 Renting. The Residential Unit may be rented to the extent allowed in the Rules and Regulations. In addition to that set forth in the Rules and Regulations, the Residential Unit may only be rented for a minimum period of 31 days.
- 2.11 Periodic Reporting. In order to confirm compliance with this Restriction, the Rules and Regulations, and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, improvement, or transfer of the Residential Unit, Declarant shall timely comply with information requests, application material submission, and all supplemental requests as set forth in the Rules and Regulations. If the Declarant rents the Unit, the Declarant is responsible for timely compliance with all reporting requirements.

- 2.12 Occupancy. The Residential Unit must be occupied as the Qualified Household's sole and exclusive primary residence, and they must physically reside therein on a full-time basis pursuant to the Rules and Regulations.

ARTICLE III SALE

- 3.1 Initial Sale of Residential Unit. At the time of sale from Declarant to a new owner ("Initial Sale"), the Residential Unit may only be sold to a Qualified Household at a purchase price as Declarant and prospective buyer may determine and subject to this Restriction. After Declarant and a prospective buyer enter into an agreement for the purchase and sale of the Unit, and at least 30 days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. All subsequent sales shall be executed in accordance with Article 3.2.
- 3.2 Resale. The seller of a Residential Unit shall give written notice to the Housing Department of their intention to sell ("Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the Maximum Resale Price, as provided in Article 3.2. Upon the Housing Department's determination of the Maximum Resale Price, the sale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the Rules and Regulations, as they may be amended from time to time. Every conveyance of a Residential Unit shall be subject to this Restriction and the Rules and Regulations, as they may be amended from time to time. Notwithstanding the foregoing, upon receipt of a Notice to Sell, the Housing Department may purchase such Residential Unit.
- 3.3 Maximum Sale Price. A Residential Unit may not be sold for a purchase price in excess of the "Maximum Sale Price." The Maximum Sale Price is the Maximum Sale Price as calculated by the Housing Department in accordance with the Rules and Regulations, as they may be amended from time to time. The Maximum Sale Price for a prospective purchaser is the current owner's purchase price plus an increase in price of the Denver-Aurora-Lakewood CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or 3%, whichever is lower per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Sale Price, the actual sales proceeds delivered to a seller may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole discretion. To ensure that the sales price of any Residential Unit is limited to the Maximum Sale Price, no purchaser of a Residential Unit shall assume any obligation of a seller, nor shall such purchaser pay or provide to a seller any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Sale Price, as made by the Housing Department, shall be final and binding on all parties. Nothing herein shall be construed to constitute a representation or guaranty that upon the sale of a residential unit, a seller shall obtain the entire maximum sale price.

ARTICLE IV TERMINATION, AMENDMENT, CORRECTION

- 4.1 Termination by the Town of Jackson, Wyoming. This Restriction may be terminated after a determination by the Town of Jackson, Wyoming that this Restriction is no longer consistent with the goal of providing affordable housing.
- 4.2 Termination Resulting from Foreclosure by a Qualified Mortgagee. This Restriction as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:
- 4.2.1 The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon Declarant.
- 4.2.2 JTCHA did not exercise its rights as provided in Article IV Qualified Mortgage.
- 4.2.3 Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the JTCHA in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Declarant, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to a Declarant or any member of the Qualified Household, or (iv) JTCHA.
- 4.2.4 In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties, and fees, which proceeds would have been payable to Declarant of the foreclosed Residential Unit.
- 4.2.5 Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on Declarant, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice"). The Mortgagee Notice shall include all information relevant to Declarant's default and the actions necessary to cure such default. JTCHA shall have 45 days from the date of the Mortgagee Notice to exercise its rights under Article IV, Qualified Mortgage. If JTCHA fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.
- 4.2.6 Nothing herein shall limit or restrict Declarant's right of statutory redemption, in which event this Restriction shall remain in full force and effect.
- 4.3 Amendment. This Restriction may be amended by a signed, written amendment executed by both the Town of Jackson, Wyoming and Declarant and recorded in the Teton County Clerk's Office against title to the Residential Unit.
- 4.4 Correction. JTCHA may unilaterally correct this Restriction to address scrivener's errors, erroneous legal descriptions, or typographical errors.

ARTICLE V

QUALIFIED MORTGAGE

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

- 5.1.1 Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, as long as such mortgage has a maximum loan to value ratio of 100%; and
- 5.1.2 Is a mortgage solely for the purchase or refinance of the loan for the purchase (specifically excluding loans taken out for any other purpose, unless otherwise approved by the Housing Department) as long as the principal amount of such mortgage at purchase does not exceed 96.5% of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined does not exceed 95% of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and
- 5.1.3 runs in favor of a "Qualified Mortgagee," defined as:
 - 5.1.3.1 An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or
 - 5.1.3.2 A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or
 - 5.1.3.3 A non-affiliated, legitimate, "finance company." In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with Declarant or any family member of Declarant; or
 - 5.1.3.4 JTCHA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit; or
 - 5.1.3.5 the provider of a loan as described in Article 4.1.
- 5.2 Any mortgage, lien, or other encumbrance executed or recorded against a Residential Unit that is not a Qualified Mortgage shall:
 - 5.2.1 be deemed unsecured; and
 - 5.2.2 only be a personal obligation of a Declarant and shall not affect or burden, and shall not be enforceable against, such Residential Unit.
 - 5.2.3 Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a Breach hereunder and JTCHA and/or the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right to exercise its Purchase Option and Forced Sale.
- 5.3 In the event an Declarant fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage (Qualified or otherwise), lien, or other encumbrance purporting to affect the Residential Unit, or fails to timely make any other payment required in connection with the Residential Unit (including without limitation homeowner's association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit), the Housing Department shall have (in addition to the any other remedies) the right to:
 - 5.3.1 Cure such default and assume the payments and other obligations of Declarant. In such event, Declarant shall be in Breach of this Restriction, and the JTCHA may exercise any and all of its remedies hereunder or otherwise, including without limitation the right to exercise its Purchase

Option and Forced Sale. In addition to such remedies, Declarant shall also be liable to the Housing Department for any amounts of money advanced.

- 5.3.2 Acquire the loan from the lender by paying the balance due together with reasonable accrued interest and costs, and the JTCHA shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the JTCHA t shall determine.
- 5.3.3 Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to this Restriction.

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

ARTICLE VI

TRANSFER

- 6.1 Transfer. The Residential Unit may only be sold in accordance with Articles 3.2 and 3.3, and only or transferred as follows:

- 6.1.1 Divorce. The provisions contained in this Article apply only after the Initial Sale of the Residential Unit. In the event of the divorce of Declarant, the Housing Department may consent to the transfer of the Residential Unit to the spouse, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- 6.1.2 Death. The provisions contained in this Article apply only after the Initial Sale of the Residential Unit. In the event of the death of Declarant, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of the deceased, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- 6.1.3 Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with the Sale Provisions of this Restriction and in compliance with the Rules and Regulations, or in the alternative, the Housing Department may exercise its option herein to purchase the Residential Unit. The following shall apply when the Housing Department determines there is a Nonqualified Transferee:
 - 6.1.3.1 The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household.
 - 6.1.3.2 If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, they shall cooperate with the Housing Department to effect the sale, conveyance, or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance, or transfer.
 - 6.1.3.3 A Nonqualified Transferee shall comply with this Restriction, the Rules and Regulations, the Covenants, Conditions & Restrictions, zoning, and all laws governing

the ownership, occupancy, use, development, improvement, and transfer of the Residential Unit.

6.1.3.4 A Nonqualified Transferee may only occupy the Residential Unit with the prior written consent of the Housing Department.

ARTICLE VII GENERAL PROVISIONS

5.1 Breach.

5.1.1 Breach Defined. Each of the following shall be considered a breach hereof ("Breach").

5.1.1.1 A violation of this Restriction, the Rules and Regulations, the Declaration of Covenants, Conditions & Restrictions, or any rule or law a violation of which could result in a lien recorded against a Residential Unit.

5.1.1.2 Failure to pay any financial obligation due or failure to perform a non-monetary obligation with respect to the Residential Unit which failure to pay or perform could result in a lien recorded against a Residential Unit. This includes, without limitation, homeowner dues, property taxes, contractor and servicer bills, and payment required by a promissory note secured by a mortgage recorded against a Residential Unit. Declarant shall notify the Housing Department in writing of any notification received from any party of past due payments or failure to perform within ten (10) calendar days of the date on the first notice of any such failure to pay or perform.

5.1.1.3 The Residential Unit is taken by execution or by other process of law, or Declarant is judicially declared insolvent, or Declarant assigns or attempts to assign the property for the benefit of creditors, a receiver, trustee, or other similar officer being appointed to take charge of any substantial part of the Residential Unit or Declarant's property by a court of competent jurisdiction.

5.1.1.4 Fraud or material misrepresentation by Declarant or an occupant in the provision of information or documents included in an application, or additional submissions of requested documentation by the Housing Department, and related to the mission, goals, objectives, requirements, and conditions of JTCHA and its programs.

5.1.2 Administrative Process. Upon any alleged Breach, the parties must proceed in accordance with the default process set forth in the Rules and Regulations, as they may be amended from time to time.

5.1.3 Court Enforcement. After exhausting the administrative process required by Article 5.2 any order of the Housing Authority Board may be appealed via a court of competent jurisdiction.

5.1.4 Breach Remedies. In addition to any other remedies the JTCHA may have at law or equity, in the event of Breach, the JTCHA's remedies shall include, without limitation, the following:

5.1.4.1 Purchase Option. JTCHA shall have the option to purchase the Residential Unit for the lesser of the Maximum Resale Price or the appraised value, subject to the restrictions of this Article ("Option") and Article III.

5.1.4.1.1 If the Option is exercised and a loan described in Article 4.1.1.1 is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest, and reasonable costs of such loan, regardless of any other provision of this Restriction ("Purchase Price").

- 5.1.4.1.2** If Declarant has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against those Residential Units which have not had an Initial Sale, the Purchase Price shall be prorated. In such event, the formula for establishing JTCHA's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x $6/(16-4)$...Purchase Price x .50.
- 5.1.4.1.3** In exercising its Option, JTCHA shall provide written notice of such to Declarant. Such notice shall include the Purchase Price and the timing for the closing of the purchase. The Option must be exercised within 90 days from receipt of a notification of a borrower Breach or the property foreclosure.
- 5.1.4.2** Forced Sale. JTCHA may require Declarant to sell the Residential Unit in accordance with the resale procedures set forth in Article III and the Rules and Regulations. Such sale shall be subject to this Restriction.
- 5.1.4.3** Whether JTCHA elects to exercise its Option or requires a Forced Sale, all proceeds, unless otherwise required by statute, will be applied in the following order:
FIRST, to the payment of any unpaid taxes;
SECOND, to the payment of any Qualified Mortgage;
THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);
FOURTH, to the payment of the closing costs and fees;
FIFTH, to the 2% facilitation fee to JTCHA;
SIXTH, to the payment of any penalties assessed against Declarant by JTCHA;
SEVENTH, to the repayment to JTCHA of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made in Declarant's behalf;
EIGHTH, to any repairs needed for the Residential Unit; and
NINTH, any remaining proceeds shall be paid to Declarant.
If there are insufficient proceeds to satisfy the foregoing, Declarant shall remain personally liable for such deficiency.
- 5.1.4.4** Appointment of Housing Manager as Attorney-in-Fact. In the event JTCHA exercises its Option or requires a Forced Sale, Declarant hereby irrevocably appoints the Housing Manager as their attorney-in-fact to effect any such purchase or sale on their behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as JTCHA, or its designee, may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.
- 5.1.5** Limitation on Appreciation at Resale. JTCHA may fix the Maximum Resale Price of a breaching owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Breach (or as of such date after the Breach as JTCHA may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.
- 5.1.6** Remedies. JTCHA may, at its discretion, invoke any additional remedies available to it and seek any such relief, at law or equity, as may be appropriate, including but not limited to, specific performance of this Restriction and the Rules and Regulations; temporary, permanent, or preliminary injunctive relief (including prohibiting a proposed sale or transfer); a declaration that a sale or transfer is void; a forced sale; and monetary damages. Any equitable relief may be

sought singly or in combination with such other remedies the JTCHA may be entitled to, either pursuant to this Restriction, the Rules and Regulations, the applicable Land Development Regulations, or under the local, state, or federal law.

- 5.1.7 Hold Harmless. In the event of a Breach, Declarant hereby holds the Town of Jackson Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents harmless against any and all claims, suits, or actions of every name, kind, and description and any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the Town of Jackson, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents.
- 5.1.8 Reimbursement. In the event of a Breach, Declarant hereby agrees to reimburse the actual expenses, attorney's fees, and costs for any action the JTCHA and/or Housing Department expends to enforce this Restriction.
- 5.2 Jackson/Teton County Housing Department Housing Rules and Regulations. The term "Rules and Regulations" is defined as the Jackson/Teton County Housing Department Rules and Regulations, as the same may be amended from time to time and which are codified in the Municipal Code of the Town of Jackson, and enacted by resolution of Teton County, Wyoming pursuant to the Wyoming Administration Procedures Act. If there are no such written policies, procedures, or guidelines (or a written policy, procedure, or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in this Restriction shall be as set forth in the Rules and Regulations, as the same may be amended from time to time. In the case of a conflict between this Restriction and the Rules and Regulations, this Restriction shall apply.
- 5.3 No Legal Action. Neither the Declarant, nor any prospective purchaser, tenant, renter, occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Teton County, Wyoming, or the Housing Department arising out of this Restriction. Neither the Town of Jackson, Teton County, Wyoming, nor the Housing Department shall have any liability to any person aggrieved by the decision of the Town of Jackson, Teton County, Wyoming, or the Housing Department regarding eligibility of a Qualified Household or any other matter relating to this Restriction.
- 5.4 Restriction as a Covenant. This Restriction shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department, and the Town of Jackson, Wyoming.
- 5.5 Notices. All notices required to be served upon Declarant and the Town of Jackson, Wyoming and shall be transmitted by one of the following methods: prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party. Notice shall be effective 1 day after being deposited with an overnight courier, or 5 business days after being placed in the mail.

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

With a Copy to:
Town of Jackson, Wyoming.
Attn: Clerk
P.O. Box 1687

Jackson, WY 83001.

Declarant

To the Address on file with the Teton County Clerk's Office

- 5.6 Attorney's Fees. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of this Restriction, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.
- 5.7 Incorporation of Recitals. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.
- 5.8 Choice of Law, Forum. This Restriction and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Restriction or its subject matter. Declarant by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Restriction.
- 5.9 Severability. Each provision of this Restriction and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.
- 5.10 Section Headings. Paragraph or section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
- 5.11 Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Restriction shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Restriction. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.
- 5.12 Indemnification. Declarant shall indemnify, defend, and hold JTCHA, the Housing Department, and the Town of Jackson, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Declarant's breach of any provision of this Restriction. Declarant waives any and all such claims against JTCHA, the Housing Department and the Town of Jackson, Wyoming.
- 5.13 Successors and Assigns. This Restriction shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators, and assigns.
- 5.14 Governmental Immunity. Neither the Town of Jackson, Wyoming nor the JTCHA or Housing Department waives governmental immunity by executing this Restriction and each specifically retain immunity and all defenses available to either of them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Declarant has executed this instrument on the _____ day of _____, 2024 (the "Effective Date").

OWNER:

Bryan Babiera Jumuad

Mary Annielyn Cabrera Jumuad

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ 2024, the foregoing Restriction was acknowledged before me by Bryan Babiera Jumuad and May Annielyn Cabrera Jumuad as Owners of 1070 Elk Run Lane Unit 6, Jackson Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public

Former Owner

Heather Smith

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ 2024, the foregoing Restriction was acknowledged before me by Heather Smith as Former Owner of 1070 Elk Run Lane Unit 6, Jackson Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public

Town of Jackson

Hailey Morton Levinson, Mayor

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ 2024, the foregoing Restriction was acknowledged before me by
Hailey Morton Levinson, Mayor of the Town of Jackson

Witness my hand and official seal.

(Seal)

Notary Public

ATTEST:

Riley Taylor, Insert Town Clerk

Jackson/Teton County Housing Department

Stacy A. Stoker, Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ 20____, the foregoing Restriction was acknowledged before me
by Stacy A. Stoker, Manager of Jackson/Teton County Housing Department

Witness my hand and official seal.

(Seal)

Notary Public

STAFF REPORT



Meeting Date:	July 15, 2024	Meeting Title:	Regular Town Council – consent item
Submitting Department:	Joint Affordable Housing	Presenter:	Kristi Malone
Agenda Item:	Consideration of Housing Restrictions for Powderhorn Housing Phase 2	Public Comment:	Yes – consent item

Purpose & Policy Considerations.

The Town Council (“Council”) will consider three Deed Restrictions (“Restriction”) for Jackson Hole Mountain Resort’s development at Powderhorn Housing Phase 2 located at 625, 645 and 675 Powderhorn Lane:

- Workforce Rental Restriction of four units in Building D required for use of workforce housing incentive for additional building height (4th story bonus tool)
- Workforce Rental Restriction of four units in Buildings E and F required for use of workforce housing incentive for additional building height (4th story bonus tool)
- Workforce Rental Restriction of sixteen units in Buildings E and F as banked units for application to future development requiring Affordable Workforce Housing mitigation.

Requested Action.

Approval of the Restrictions and authorization of Mayor Morton-Levinson to sign the Restrictions.

Recommendations.

Staff recommend approval of the Restrictions.

Background.

In 2016, 2.32 acres of land on Powderhorn Lane south of Maple Way were platted into six lots for multi-unit housing surrounded by one common area lot as Powderhorn Housing (Plat 1365). At that time, Phase 1 of development was complete and consists of three multi-unit residential buildings on Lots 1, 2, and 3. Each of these three buildings contains eight four-bedroom rental units. These units have been referred to as “dorms” historically and were restricted in 2018 (Doc # 948391) as banked units to be used by Jackson Hole Mountain Resort Corporation (JHMR) as mitigation for future development that generates Affordable Workforce Housing requirements.

Phase 2 of the Powderhorn Housing development, an additional three buildings on Lots 4, 5, and 6, are now nearing completion. Conditions of approval on Building Permits B21-1177, 1178, and 1179 for Phase 2 construction call for any required deed restriction of housing units to occur prior to Certificate of Occupancy. Phase 2 buildings include the addition of a fourth floor in exchange for Workforce deed restriction of commensurate floor area gained. A total of 30 housing units are included in Phase 2, of which, the following Restrictions are requested for approval by Council:

- *Workforce Housing Incentive for Additional Height* (4th story bonus): 8 units

All floor area comprising the bonus fourth story permitted in Phase 2 buildings (or an equivalent amount of floor area elsewhere within the buildings) must be permanently deed restricted as Workforce housing. Lot 4 is under contract for sale which is why two separate restrictions are proposed.

- Lot 4, 625 Powderhorn Lane, Building D: Units A, B, C, and D (these units are located on the ground floor but are equivalent to the floor area of the fourth floor)
- Lot 5, 645 Powderhorn Lane, Building E: Units I and J (entirety of fourth floor)
- Lot 6, 675 Powderhorn Lane, Building F: Units I and J (entirety of fourth floor)
- *Banked Housing Mitigation Units*: 16 units

A voluntarily restricted affordable or workforce housing unit may be “banked” for future use to meet Affordable Workforce Housing Standards (LDR Div. 6.3) if, at the time of restriction: it is not tied to any requirement in the LDRs, the deed restriction is approved by the Housing Department and clearly identifies the unit as a banked unit, re-recording of the restriction to associate the unit with the employee generating development that utilizes the banked unit occurs, and the unit only remains “banked” for a maximum of 20 years. These units are restricted as Workforce at this time since the type of affordable workforce housing required (affordability and unit size allocation) will not be known until the mitigation requirement for which these units are used is known. This restriction will be amended and restated with affordability and unit size scheduling included as banked units are used.

- Lot 5, 645 Powderhorn Lane, Building E: Units A, B, C, D, E, F, G, and H
- Lot 6, 675 Powderhorn Lane, Building F: Units A, B, C, D, E, F, G, and H

The remaining 6 residential units in Phase 2 are not subject to deed restriction for Workforce or Affordable housing at this time.

- Lot 4, 625 Powderhorn Lane, Building D: Units E, F, G, H, I, J

Analysis.

Approval, signature, and recordation of these Restrictions ensures compliance of this development with the standards of Workforce housing incentives for bonus floor area tools and provides flexibility for developers in meeting housing mitigation requirements by using banked units. Use of the previously approved, standardized deed restriction templates ensures that all units function as Workforce housing in perpetuity (or until amended and restated as Affordable units) under compliance authority of the Housing Department. The only changes to the template restriction are removal of a breach cure provision for condos that does not apply to apartments and recognition of the dorm functionality and use of the apartments consistent with Phase 1 units:

- ~~Removed 1.3 Ownership by Housing Department. Notwithstanding the foregoing, JTCHA may purchase and own the Residential Unit.~~
 - ~~5.1.4 Breach Remedies. In addition to any other remedies the JTCHA may have at law or equity, in the event of Breach, the JTCHA's remedies shall include, without limitation, the following:~~
 - ~~5.1.4.1 Purchase Option. JTCHA shall have the option to purchase the Residential Unit for the lesser of the Maximum Resale Price or the appraised value, subject to the restrictions of this Article ("Option") and Article III.~~
 - ~~5.1.4.1.1 If the Option is exercised and a loan described in Article 4.1.1.1 is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest, and reasonable costs of such loan, regardless of any other provision of this Restriction ("Purchase Price").~~
 - ~~5.1.4.1.2 If Declarant has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against those Residential Units which have not had an Initial Sale, the Purchase Price shall be prorated. In such event, the formula for establishing JTCHA's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x [6/(16-4)]...Purchase Price x .50.~~
 - ~~5.1.4.1.3 In exercising its Option, JTCHA shall provide written notice of such to Declarant. Such notice shall include the Purchase Price and the timing for the closing of the purchase. The Option must be exercised within 90 days from receipt of a notification of a borrower Breach or the property foreclosure.~~
 - ~~5.1.4.2 Forced Sale. JTCHA may require Declarant to sell the Residential Unit in accordance with the resale procedures set forth in Article III and the Rules and Regulations. Such sale shall be subject to this Restriction.~~
 - ~~5.1.4.3 Whether JTCHA elects to exercise its Option or requires a Forced Sale, all proceeds, unless otherwise required by statute, will be applied in the following order:
FIRST, to the payment of any unpaid taxes;
SECOND, to the payment of any Qualified Mortgage;
THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);~~

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

~~FIFTH, to the 2% facilitation fee to JTCHA;~~

~~SIXTH, to the payment of any penalties assessed against Declarant by JTCHA;~~

~~SEVENTH, to the repayment to JTCHA of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made in Declarant's behalf;~~

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

~~NINTH, any remaining proceeds shall be paid to Declarant.~~

~~If there are insufficient proceeds to satisfy the foregoing, Declarant shall remain personally liable for such deficiency.~~

~~5.1.4.4 — Appointment of Housing Manager as Attorney in Fact. In the event JTCHA exercises its Option or requires a Forced Sale, Declarant hereby irrevocably appoints the Housing Manager as their attorney in fact to effect any such purchase or sale on their behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as JTCHA, or its designee, may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.~~

~~5.1.5 — Limitation on Appreciation at Resale. JTCHA may fix the Maximum Resale Price of a breaching owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Breach (or as of such date after the Breach as JTCHA may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.~~

- Added to Sec. 1.2 Qualification Determination by the Housing Department: "Residential Units may be considered Dormitories if occupied by unrelated individuals. If so, Households shall be qualified using the Rules & Regulations' definition for a Dormitory Qualified Household: One person who will be renting a bed or bedroom in a dormitory unit."
- Amended "2.10 Renting. The Residential Unit may be rented to the extent allowed in the Rules and Regulations. In addition to that set forth in the Rules and Regulations, Residential Units A, B, C, and D may be rented for a minimum period of 180 days and Residential Units E, F, G, and H may be rented for a minimum period of 90 days".

Comprehensive Plan & Priority Alignment.

This item is in alignment with Section 5 of the Comprehensive Plan by providing housing (Principle 5.1), strategically locating a variety of housing types (Principle 5.2), reducing the shortage of housing affordable to the workforce (Principle 5.3), and specifically Policy 5.3.a: Mitigate the impacts of growth on housing. This item also implements Housing Action Plan policy 5B: Incentivize the supply of restricted housing.

Fiscal Impact.

N/A

Staff Impact.

Housing Staff typically spends approximately 3 hours preparing a Restriction, coordinating with the development team, preparing a staff report, attending Council meeting, and recording the Restriction for each set of newly restricted units.

Attachments or Links.

1. Restriction for Workforce Rental Housing located at Lot 4 of Powderhorn Housing for additional building height incentive
2. Restriction for Workforce Rental Housing located at Lots 5 and 6 of Powderhorn Housing for additional building height incentive
3. Restriction for Workforce Rental Housing located at Lots 5 and 6 of Powderhorn Housing for Banked Units

Suggested Motion.

I move to approve the Restrictions and authorize the Mayor to sign the Restrictions.

**Deed Restriction for Property
Located at Lot 4, Powderhorn Housing
(625 Powderhorn Lane, Jackson, WY 83001)**

This Deed Restriction ("Restriction") is made and entered into this ____ day of _____, 20__, by the undersigned owner of the property ("Declarant") and Town of Jackson, Wyoming.

RECITALS:

WHEREAS, Declarant holds fee ownership interest in that certain real property, located in Town of Jackson, Wyoming, and more specifically described as follows:

Lot 4 of the Powderhorn Housing Addition to the Town of Jackson according to that plat recorded in the Office of the Teton County Clerk, Teton County, Wyoming on November 10, 2016 as Plat No. 1365;
PIDNs: 22-41-16-32-4-43-004 ("Land")

WHEREAS, Declarant participated in the Workforce Housing Incentive for Additional Height tool (or a like successor) pursuant to which in exchange for restricting the Land and the Residential Unit defined herein with a Workforce Program Restriction in accordance with the Jackson/Teton County Housing Department Rules and Regulations ("Rules and Regulations"), Declarant received Additional development potential (Floor Area), all as more specifically set forth in the Rules and Regulations. Being a condition of approval for Permit No. B21-1177, in which Declarant received fourth floor additional Floor Area, Declarant is restricting:

- 625 Powderhorn Lane (Lot 4, Building D)
 - Unit A, with ____ bedrooms and _____ square feet.
 - Unit B, with ____ bedrooms and _____ square feet.
 - Unit C, with ____ bedrooms and _____ square feet.
 - Unit D, with ____ bedrooms and _____ square feet.

(together or individually "Residential Unit").

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

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

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners have duly enacted the Jackson/Teton County Housing Department Rules and Regulations ("Rules and Regulations") and this Restriction is subject to such Rules and Regulations as they are amended from time to time;

WHEREAS, in furtherance of the goals, objectives, requirements, and conditions of Permit No. B21-1177, and consistent with the Town of Jackson’s goal of providing decent, safe, and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Declarant agrees to restrict the use and occupancy of the Residential Unit as set forth herein;

WHEREAS, Declarant desires to record this Restriction and declare that the Residential Unit shall be held, sold, and conveyed in perpetuity subject to this Restriction and the Rules and Regulations, as they may be amended from time to time, which Restriction shall be in addition to all other covenants, conditions, or restrictions of record affecting the Residential Unit, and shall be enforceable by JTCHA and Town of Jackson, Wyoming. Furthermore, Declarant hereby declares that where the term “Declarant” is used in this Restriction it includes and means each and every subsequent owner, unless otherwise specifically clarified.

NOW, THEREFORE, in satisfaction of the conditions in and consideration of Permit No. B21-1177, Declarant hereby declares, covenants, and agrees for itself and each and every person acquiring ownership of the Land and/or Residential Unit, that they shall be held, used, occupied, developed, transferred, and conveyed subject to this Restriction in perpetuity.

ARTICLE I

RENTAL BY QUALIFIED HOUSEHOLD

1.1 Qualified Household. The rental of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household, as set forth herein and as further defined in the Rules and Regulations (“Qualified Household”).

1.1.1 Employment. At time of rental and in perpetuity during any and all rental periods, at least one member of the Qualified Household must work a minimum of 1,560 hours per year for a Local Business, as that term is defined in the Rules and Regulations.

1.1.2 Income Limit. At time of rental and in perpetuity during any and all rental periods, the Qualified Household must earn, at minimum, 75% of its income from a Local Business, as that term is defined in the Rules and Regulations.

1.1.3 Residential Real Estate. At time of rental and in perpetuity during any and all rental periods, no member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) real estate except as set forth in the Rules and Regulations.

1.2 Qualification Determination by the Housing Department. The Housing Department shall determine, in its sole discretion, whether a prospective renter is a Qualified Household. The Department shall use written applications, representations, and information to make the determination, which shall include the verification of those materials as necessary and appropriate to establish and substantiate eligibility. Residential Units may be considered Dormitories if occupied by unrelated individuals. If so, Households shall be qualified using the Rules & Regulations’ definition for a Dormitory Qualified Household: One person who will be renting a bed or bedroom in a dormitory unit

ARTICLE II

OCCUPANCY, IMPROVEMENT, AND USE

- 2.1 Rules and Regulations Applicability. All applicable limitations on occupancy, improvement, and use set forth in the Rules and Regulations, apply to the Residential Unit.
- 2.2 Business Activity. No business activities shall be carried out in a Residential Unit, except to the extent allowed in the Rules and Regulations.
- 2.3 Guests. No persons other than those comprising the Qualified Household, as set forth in the Rules and Regulations, may occupy the Residential Unit.
- 2.4 Maintenance. Declarant shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit, and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent, and sanitary condition pursuant to the Rules and Regulations. In the event Declarant fails to maintain the Residential Unit in a safe, decent, and sanitary condition, the Housing Department may take action, and be reimbursed for costs thereof, all as set forth in the Rules and Regulations.
- 2.5 Capital Improvements. Declarant may only undertake capital improvements to the Residential Unit, and only get reimbursed for such, to the extent set forth in the Rules and Regulations.
- 2.6 Insurance. Declarant shall keep the Residential Unit continuously insured as set forth in the Rules and Regulations. Declarant shall, as often as necessary to prove compliance herewith at all times, furnish and deposit with the Housing Department certificates of such insurance policy to be maintained by Declarant with evidence of payment of the premiums thereon.
- 2.7 Compliance with Laws and CC&Rs. The Residential Unit shall be occupied in full compliance with this Restriction; the Rules and Regulations; all laws, statutes, codes, rules, regulations of state, local, and federal law; Covenants, Conditions & Restrictions; and all supplements and amendments thereto.
- 2.8 Inspection. Upon reasonable notice to Declarant, the Housing Department shall have the right to inspect the Residential Unit from time to time as set forth in the Rules and Regulations.
- 2.9 Records. Declarant shall maintain records of service, rental, repair, and maintenance for a period of 2 years after their issuance. The Housing Department shall have the right to review the written records required to be maintained by Declarant.

2.10 Renting. The Residential Unit may be rented to the extent allowed in the Rules and Regulations. In addition to that set forth in the Rules and Regulations, the Residential Unit may be rented for a minimum period of 180 days.

2.11 Periodic Reporting. In order to confirm compliance with this Restriction, the Rules and Regulations, and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, improvement, or transfer of the Residential Unit, Declarant shall timely comply with information requests, application material submission, and all supplemental requests as set forth in the Rules and Regulations. If the Declarant rents the Unit, the Declarant is responsible for timely compliance with all reporting requirements.

2.12 No Owner Occupancy. Declarant shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Declarant is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy extends to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.

ARTICLE III SALE

3.1 Sale of The Residential Unit. The Residential Unit may be bought and sold, except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Every conveyance of the Residential Unit shall be subject to this Restriction. Within 10 days prior to the closing of the sale or other transfer of the Residential Unit, seller shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the purchaser.

ARTICLE IV TERMINATION, AMENDMENT, CORRECTION

- 4.1 Termination by the Town of Jackson, Wyoming. This Restriction may be terminated after a determination by the Town of Jackson, Wyoming that this Restriction is no longer consistent with the goal of providing affordable housing.
- 4.2 Amendment. This Restriction may be amended by a signed, written amendment executed by both the Town of Jackson, Wyoming and Declarant and recorded in the Teton County Clerk's Office against title to the Residential Unit.
- 4.3 Correction. JTCHA may unilaterally correct this Restriction to address scrivener's errors, erroneous legal descriptions, or typographical errors.

ARTICLE V GENERAL PROVISIONS

5.1 Breach.

5.1.1 Breach Defined. Each of the following shall be considered a breach hereof ("Breach").

- 5.1.1.1 A violation of this Restriction, the Rules and Regulations, the Declaration of Covenants, Conditions & Restrictions, or any rule or law a violation of which could result in a lien recorded against a Residential Unit.
- 5.1.1.2 Failure to pay any financial obligation due or failure to perform a non-monetary obligation with respect to the Residential Unit which failure to pay or perform could result in a lien recorded against a Residential Unit. This includes, without limitation, homeowner dues, property taxes, contractor and servicer bills, and payment required by a promissory note secured by a mortgage recorded against a Residential Unit. Declarant shall notify the Housing Department in writing of any notification received from any party of past due payments or failure to perform within ten (10) calendar days of the date on the first notice of any such failure to pay or perform.
- 5.1.1.3 The Residential Unit is taken by execution or by other process of law, or Declarant is judicially declared insolvent, or Declarant assigns or attempts to assign the property for the benefit of creditors, a receiver, trustee, or other similar officer being appointed to take charge of any substantial part of the Residential Unit or Declarant's property by a court of competent jurisdiction.
- 5.1.1.4 Fraud or material misrepresentation by Declarant or an occupant in the provision of information or documents included in an application, or additional submissions of requested documentation by the Housing Department, and related to the mission, goals, objectives, requirements, and conditions of JTCHA and its programs.

- 5.1.2 Administrative Process. Upon any alleged Breach, the parties must proceed in accordance with the default process set forth in the Rules and Regulations, as they may be amended from time to time.
- 5.1.3 Court Enforcement. After exhausting the administrative process required by Article 5.2 any order of the Housing Authority Board may be appealed via a court of competent jurisdiction.
- 5.1.4 Remedies. JTCHA may, at its discretion, invoke any additional remedies available to it and seek any such relief, at law or equity, as may be appropriate, including but not limited to, specific performance of this Restriction and the Rules and Regulations; temporary, permanent, or preliminary injunctive relief (including prohibiting a proposed sale or transfer); a declaration that a sale or transfer is void; a forced sale; and monetary damages. Any equitable relief may be sought singly or in combination with such other remedies the JTCHA may be entitled to, either pursuant to this Restriction, the Rules and Regulations, the applicable Land Development Regulations, or under the local, state, or federal law.
- 5.1.5 Hold Harmless. In the event of a Breach, Declarant hereby holds the Town of Jackson, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents harmless against any and all claims, suits, or actions of every name, kind, and description and any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the Town of Jackson, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents.
- 5.1.6 Reimbursement. In the event of a Breach, Declarant hereby agrees to reimburse the actual expenses, attorney's fees, and costs for any action the JTCHA and/or Housing Department expends to enforce this Restriction.
- 5.2 Jackson/Teton County Housing Department Housing Rules and Regulations. The term "Rules and Regulations" is defined as the Jackson/Teton County Housing Department Rules and Regulations, as the same may be amended from time to time and which are codified in the Municipal Code of the Town of Jackson, and enacted by resolution of Teton County, Wyoming pursuant to the Wyoming Administration Procedures Act. If there are no such written policies, procedures, or guidelines (or a written policy, procedure, or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in this Restriction shall be as set forth in the Rules and Regulations, as the same may be amended from time to time. In the case of a conflict between this Restriction and the Rules and Regulations, this Restriction shall apply.
- 5.3 No Legal Action. Neither the Declarant, nor any prospective purchaser, tenant, renter, occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Teton County, Wyoming, or the Housing Department arising out of this Restriction. Neither the Town of Jackson, Teton County, Wyoming, nor the Housing Department shall have any liability to any person aggrieved by the decision of the Town of Jackson, Teton County, Wyoming, or the Housing Department regarding eligibility of a Qualified Household or any other matter relating to this Restriction.
- 5.4 Restriction as a Covenant. This Restriction shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department, and the Town of Jackson, Wyoming.
- 5.5 Notices. All notices required to be served upon Declarant and the Town of Jackson, Wyoming and shall be transmitted by one of the following methods: prepaid overnight courier; or by postage paid certified

mail, return receipt requested, at the address set forth below for said party. Notice shall be effective 1 day after being deposited with an overnight courier, or 5 business days after being placed in the mail.

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

With a Copy to:
Town of Jackson, Wyoming.
Attn: Clerk
P.O. Box 1687
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Declarant
To the Address on file with the Teton County Clerk's Office

- 5.6 Attorney's Fees. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of this Restriction, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.
- 5.7 Incorporation of Recitals. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.
- 5.8 Choice of Law, Forum. This Restriction and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Restriction or its subject matter. Declarant by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Restriction.
- 5.9 Severability. Each provision of this Restriction and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.
- 5.10 Section Headings. Paragraph or section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
- 5.11 Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Restriction shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Restriction. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.
- 5.12 Indemnification. Declarant shall indemnify, defend, and hold JTCHA, the Housing Department, and the Town of Jackson, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit,

or for Declarant's breach of any provision of this Restriction. Declarant waives any and all such claims against JTCHA, the Housing Department and the Town of Jackson, Wyoming.

5.13 Successors and Assigns. This Restriction shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators, and assigns.

5.14 Governmental Immunity. Neither the Town of Jackson, Wyoming nor the JTCHA or Housing Department waives governmental immunity by executing this Restriction and each specifically retain immunity and all defenses available to either of them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Declarant has executed this instrument on the _____ day of _____, 20__ (the "Effective Date").

OWNER: _____

By: _____

Its: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ 20____, the foregoing Restriction was acknowledged before me by _____ as _____ of _____.

Witness my hand and official seal.

(Seal)

Notary Public

Town of Jackson

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

Riley Taylor, Town Clerk

**Deed Restriction for Property
Located at Lots 5 and 6, Powderhorn Housing
(645, 675 Powderhorn Lane, Jackson, WY 83001)**

This Deed Restriction ("Restriction") is made and entered into this ____ day of _____, 20__, by the undersigned owner of the property ("Declarant") and Town of Jackson, Wyoming.

RECITALS:

WHEREAS, Declarant holds fee ownership interest in that certain real property, located in Town of Jackson, Wyoming, and more specifically described as follows:

Lots 5 and 6 of the Powderhorn Housing Addition to the Town of Jackson according to that plat recorded in the Office of the Teton County Clerk, Teton County, Wyoming on November 10, 2016 as Plat No. 1365;
PIDNs: 22-41-16-32-4-43-005, 22-41-16-32-4-43-006 ("Land")

WHEREAS, Declarant participated in the Workforce Housing Incentive for Additional Height tool (or a like successor) pursuant to which in exchange for restricting the Land and the Residential Unit defined herein with a Workforce Program Restriction in accordance with the Jackson/Teton County Housing Department Rules and Regulations ("Rules and Regulations"), Declarant received Additional development potential (Floor Area), all as more specifically set forth in the Rules and Regulations. Being a condition of approval for Permit No. B21-1178, 1179, in which Declarant received fourth floor additional Floor Area, Declarant is restricting:

- 645 Powderhorn Lane (Lot 5, Building E)
 - Unit I, with 4 bedrooms and _____ square feet.
 - Unit J, with 4 bedrooms and _____ square feet.
 - 675 Powderhorn Lane (Lot 6, Building F)
 - Unit I, with 4 bedrooms and _____ square feet.
 - Unit J, with 4 bedrooms and _____ square feet.
- (together or individually "Residential Unit").

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

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

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners have duly enacted the Jackson/Teton County Housing Department Rules and Regulations ("Rules and Regulations") and this Restriction is subject to such Rules and Regulations as they are amended from time to time;

WHEREAS, in furtherance of the goals, objectives, requirements, and conditions of Permit No. B21-1178, 1179, and consistent with the Town of Jackson’s goal of providing decent, safe, and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Declarant agrees to restrict the use and occupancy of the Residential Unit as set forth herein;

WHEREAS, Declarant desires to record this Restriction and declare that the Residential Unit shall be held, sold, and conveyed in perpetuity subject to this Restriction and the Rules and Regulations, as they may be amended from time to time, which Restriction shall be in addition to all other covenants, conditions, or restrictions of record affecting the Residential Unit, and shall be enforceable by JTCHA and Town of Jackson, Wyoming. Furthermore, Declarant hereby declares that where the term “Declarant” is used in this Restriction it includes and means each and every subsequent owner, unless otherwise specifically clarified.

NOW, THEREFORE, in satisfaction of the conditions in and consideration of Permit No. B21-1178, 1179, Declarant hereby declares, covenants, and agrees for itself and each and every person acquiring ownership of the Land and/or Residential Unit, that they shall be held, used, occupied, developed, transferred, and conveyed subject to this Restriction in perpetuity.

ARTICLE I

RENTAL BY QUALIFIED HOUSEHOLD

1.1 Qualified Household. The rental of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household, as set forth herein and as further defined in the Rules and Regulations (“Qualified Household”).

1.1.1 Employment. At time of rental and in perpetuity during any and all rental periods, at least one member of the Qualified Household must work a minimum of 1,560 hours per year for a Local Business, as that term is defined in the Rules and Regulations.

1.1.2 Income Limit. At time of rental and in perpetuity during any and all rental periods, the Qualified Household must earn, at minimum, 75% of its income from a Local Business, as that term is defined in the Rules and Regulations.

1.1.3 Residential Real Estate. At time of rental and in perpetuity during any and all rental periods, no member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) real estate except as set forth in the Rules and Regulations.

1.2 Qualification Determination by the Housing Department. The Housing Department shall determine, in its sole discretion, whether a prospective renter is a Qualified Household. The Department shall use written applications, representations, and information to make the determination, which shall include the verification of those materials as necessary and appropriate to establish and substantiate eligibility. Residential Units may be considered Dormitories if occupied by unrelated individuals. If so, Households shall be qualified using the Rules & Regulations’ definition for a Dormitory Qualified Household: One person who will be renting a bed or bedroom in a dormitory unit

ARTICLE II

OCCUPANCY, IMPROVEMENT, AND USE

- 2.1 Rules and Regulations Applicability. All applicable limitations on occupancy, improvement, and use set forth in the Rules and Regulations, apply to the Residential Unit.
- 2.2 Business Activity. No business activities shall be carried out in a Residential Unit, except to the extent allowed in the Rules and Regulations.
- 2.3 Guests. No persons other than those comprising the Qualified Household, as set forth in the Rules and Regulations, may occupy the Residential Unit.
- 2.4 Maintenance. Declarant shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit, and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent, and sanitary condition pursuant to the Rules and Regulations. In the event Declarant fails to maintain the Residential Unit in a safe, decent, and sanitary condition, the Housing Department may take action, and be reimbursed for costs thereof, all as set forth in the Rules and Regulations.
- 2.5 Capital Improvements. Declarant may only undertake capital improvements to the Residential Unit, and only get reimbursed for such, to the extent set forth in the Rules and Regulations.
- 2.6 Insurance. Declarant shall keep the Residential Unit continuously insured as set forth in the Rules and Regulations. Declarant shall, as often as necessary to prove compliance herewith at all times, furnish and deposit with the Housing Department certificates of such insurance policy to be maintained by Declarant with evidence of payment of the premiums thereon.
- 2.7 Compliance with Laws and CC&Rs. The Residential Unit shall be occupied in full compliance with this Restriction; the Rules and Regulations; all laws, statutes, codes, rules, regulations of state, local, and federal law; Covenants, Conditions & Restrictions; and all supplements and amendments thereto.
- 2.8 Inspection. Upon reasonable notice to Declarant, the Housing Department shall have the right to inspect the Residential Unit from time to time as set forth in the Rules and Regulations.
- 2.9 Records. Declarant shall maintain records of service, rental, repair, and maintenance for a period of 2 years after their issuance. The Housing Department shall have the right to review the written records required to be maintained by Declarant.

2.10 Renting. The Residential Unit may be rented to the extent allowed in the Rules and Regulations. In addition to that set forth in the Rules and Regulations, the Residential Unit may be rented for a minimum period of 90 days.

2.11 Periodic Reporting. In order to confirm compliance with this Restriction, the Rules and Regulations, and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, improvement, or transfer of the Residential Unit, Declarant shall timely comply with information requests, application material submission, and all supplemental requests as set forth in the Rules and Regulations. If the Declarant rents the Unit, the Declarant is responsible for timely compliance with all reporting requirements.

2.12 No Owner Occupancy. Declarant shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Declarant is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy extends to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.

ARTICLE III SALE

3.1 Sale of The Residential Unit. The Residential Unit may be bought and sold, except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Every conveyance of the Residential Unit shall be subject to this Restriction. Within 10 days prior to the closing of the sale or other transfer of the Residential Unit, seller shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the purchaser.

ARTICLE IV TERMINATION, AMENDMENT, CORRECTION

- 4.1 Termination by the Town of Jackson, Wyoming. This Restriction may be terminated after a determination by the Town of Jackson, Wyoming that this Restriction is no longer consistent with the goal of providing affordable housing.
- 4.2 Amendment. This Restriction may be amended by a signed, written amendment executed by both the Town of Jackson, Wyoming and Declarant and recorded in the Teton County Clerk's Office against title to the Residential Unit.
- 4.3 Correction. JTCHA may unilaterally correct this Restriction to address scrivener's errors, erroneous legal descriptions, or typographical errors.

ARTICLE V GENERAL PROVISIONS

5.1 Breach.

5.1.1 Breach Defined. Each of the following shall be considered a breach hereof ("Breach").

- 5.1.1.1 A violation of this Restriction, the Rules and Regulations, the Declaration of Covenants, Conditions & Restrictions, or any rule or law a violation of which could result in a lien recorded against a Residential Unit.
- 5.1.1.2 Failure to pay any financial obligation due or failure to perform a non-monetary obligation with respect to the Residential Unit which failure to pay or perform could result in a lien recorded against a Residential Unit. This includes, without limitation, homeowner dues, property taxes, contractor and servicer bills, and payment required by a promissory note secured by a mortgage recorded against a Residential Unit. Declarant shall notify the Housing Department in writing of any notification received from any party of past due payments or failure to perform within ten (10) calendar days of the date on the first notice of any such failure to pay or perform.
- 5.1.1.3 The Residential Unit is taken by execution or by other process of law, or Declarant is judicially declared insolvent, or Declarant assigns or attempts to assign the property for the benefit of creditors, a receiver, trustee, or other similar officer being appointed to take charge of any substantial part of the Residential Unit or Declarant's property by a court of competent jurisdiction.
- 5.1.1.4 Fraud or material misrepresentation by Declarant or an occupant in the provision of information or documents included in an application, or additional submissions of requested documentation by the Housing Department, and related to the mission, goals, objectives, requirements, and conditions of JTCHA and its programs.

- 5.1.2 Administrative Process. Upon any alleged Breach, the parties must proceed in accordance with the default process set forth in the Rules and Regulations, as they may be amended from time to time.
- 5.1.3 Court Enforcement. After exhausting the administrative process required by Article 5.2 any order of the Housing Authority Board may be appealed via a court of competent jurisdiction.
- 5.1.4 Remedies. JTCHA may, at its discretion, invoke any additional remedies available to it and seek any such relief, at law or equity, as may be appropriate, including but not limited to, specific performance of this Restriction and the Rules and Regulations; temporary, permanent, or preliminary injunctive relief (including prohibiting a proposed sale or transfer); a declaration that a sale or transfer is void; a forced sale; and monetary damages. Any equitable relief may be sought singly or in combination with such other remedies the JTCHA may be entitled to, either pursuant to this Restriction, the Rules and Regulations, the applicable Land Development Regulations, or under the local, state, or federal law.
- 5.1.5 Hold Harmless. In the event of a Breach, Declarant hereby holds the Town of Jackson, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents harmless against any and all claims, suits, or actions of every name, kind, and description and any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the Town of Jackson, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents.
- 5.1.6 Reimbursement. In the event of a Breach, Declarant hereby agrees to reimburse the actual expenses, attorney's fees, and costs for any action the JTCHA and/or Housing Department expends to enforce this Restriction.
- 5.2 Jackson/Teton County Housing Department Housing Rules and Regulations. The term "Rules and Regulations" is defined as the Jackson/Teton County Housing Department Rules and Regulations, as the same may be amended from time to time and which are codified in the Municipal Code of the Town of Jackson, and enacted by resolution of Teton County, Wyoming pursuant to the Wyoming Administration Procedures Act. If there are no such written policies, procedures, or guidelines (or a written policy, procedure, or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in this Restriction shall be as set forth in the Rules and Regulations, as the same may be amended from time to time. In the case of a conflict between this Restriction and the Rules and Regulations, this Restriction shall apply.
- 5.3 No Legal Action. Neither the Declarant, nor any prospective purchaser, tenant, renter, occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Teton County, Wyoming, or the Housing Department arising out of this Restriction. Neither the Town of Jackson, Teton County, Wyoming, nor the Housing Department shall have any liability to any person aggrieved by the decision of the Town of Jackson, Teton County, Wyoming, or the Housing Department regarding eligibility of a Qualified Household or any other matter relating to this Restriction.
- 5.4 Restriction as a Covenant. This Restriction shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department, and the Town of Jackson, Wyoming.
- 5.5 Notices. All notices required to be served upon Declarant and the Town of Jackson, Wyoming and shall be transmitted by one of the following methods: prepaid overnight courier; or by postage paid certified

mail, return receipt requested, at the address set forth below for said party. Notice shall be effective 1 day after being deposited with an overnight courier, or 5 business days after being placed in the mail.

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

With a Copy to:
Town of Jackson, Wyoming.
Attn: Clerk
P.O. Box 1687
Jackson, WY 83001.

Declarant
To the Address on file with the Teton County Clerk's Office

- 5.6 Attorney's Fees. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of this Restriction, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.
- 5.7 Incorporation of Recitals. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.
- 5.8 Choice of Law, Forum. This Restriction and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Restriction or its subject matter. Declarant by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Restriction.
- 5.9 Severability. Each provision of this Restriction and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.
- 5.10 Section Headings. Paragraph or section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
- 5.11 Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Restriction shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Restriction. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.
- 5.12 Indemnification. Declarant shall indemnify, defend, and hold JTCHA, the Housing Department, and the Town of Jackson, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit,

or for Declarant's breach of any provision of this Restriction. Declarant waives any and all such claims against JTCHA, the Housing Department and the Town of Jackson, Wyoming.

5.13 Successors and Assigns. This Restriction shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators, and assigns.

5.14 Governmental Immunity. Neither the Town of Jackson, Wyoming nor the JTCHA or Housing Department waives governmental immunity by executing this Restriction and each specifically retain immunity and all defenses available to either of them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Declarant has executed this instrument on the _____ day of _____, 20__ (the "Effective Date").

OWNER: POWDERHORN HOUSING LLC

By: _____

Its:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ 20____, the foregoing Restriction was acknowledged before me by _____ as _____ of POWDERHORN HOUSING LLC.

Witness my hand and official seal.

(Seal)

Notary Public

Town of Jackson

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

Riley Taylor, Town Clerk

**Deed Restriction for Property
Located at Lots 5 and 6, Powderhorn Housing
(645, 675 Powderhorn Lane, Jackson, WY 83001)**

This Deed Restriction ("Restriction") is made and entered into this ____ day of _____, 20__, by the undersigned owner of the property ("Declarant") and Town of Jackson, Wyoming.

RECITALS:

WHEREAS, Declarant holds fee ownership interest in that certain real property, located in Town of Jackson, Wyoming, and more specifically described as follows:

Lots 5 and 6 of the Powderhorn Housing Addition to the Town of Jackson according to that plat recorded in the Office of the Teton County Clerk, Teton County, Wyoming on November 10, 2016 as Plat No. 1365;
PIDNs: 22-41-16-32-4-43-005, 22-41-16-32-4-43-006 ("Land")

WHEREAS, pursuant to the standards of Town of Jackson Land Development Regulations (LDR) 6.3.5.D.3.Banked Units (or a like successor), Declarant is voluntarily restricting housing units as Banked Units to be used toward required housing mitigation of future development, which will generate the obligation to provide housing and said obligation will be set as a condition of approval for forthcoming permits, by placing a Workforce Program restriction on said housing in accordance with the Jackson/Teton County Housing Department Rules and Regulations (Rules and Regulations"). Declarant is restricting:

- 645 Powderhorn Lane (Lot 5, Building E)
 - Unit A, with _____ bedrooms.
 - Unit B, with _____ bedrooms.
 - Unit C, with _____ bedrooms.
 - Unit D, with _____ bedrooms.
 - Unit E, with 4 bedrooms.
 - Unit F, with 4 bedrooms.
 - Unit G, with 4 bedrooms.
 - Unit H, with 4 bedrooms.
- 675 Powderhorn Lane (Lot 6, Building F)
 - Unit A, with _____ bedrooms.
 - Unit B, with _____ bedrooms.
 - Unit C, with _____ bedrooms.
 - Unit D, with _____ bedrooms.
 - Unit E, with 4 bedrooms.
 - Unit F, with 4 bedrooms.
 - Unit G, with 4 bedrooms.
 - Unit H, with 4 bedrooms.

(together or individually "Residential Unit").

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to Wyo. Stat.

§15-10-116, as amended, and its successors or assigns, known as the Jackson/Teton County Housing Authority (“JTCHA”);

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

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners have duly enacted the Jackson/Teton County Housing Department Rules and Regulations (“Rules and Regulations”) and this Restriction is subject to such Rules and Regulations as they are amended from time to time;

WHEREAS, in furtherance of the goals, objectives, requirements, and conditions of LDR 6.3.5.D.3.Banked Units, and consistent with the Town of Jackson’s goal of providing decent, safe, and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Declarant agrees to restrict the use and occupancy of the Residential Unit as set forth herein;

WHEREAS, Declarant desires to record this Restriction and declare that the Residential Unit shall be held, sold, and conveyed in perpetuity subject to this Restriction and the Rules and Regulations, as they may be amended from time to time, which Restriction shall be in addition to all other covenants, conditions, or restrictions of record affecting the Residential Unit, and shall be enforceable by JTCHA and Town of Jackson, Wyoming. Furthermore, Declarant hereby declares that where the term “Declarant” is used in this Restriction it includes and means each and every subsequent owner, unless otherwise specifically clarified.

WHEREAS, this Restriction shall be amended and restated to associate the Residential Unit with the employee generating development that utilizes each banked unit and to establish an affordability range restriction consistent with the mitigation allocation required by the LDRs at the time of its use;

NOW, THEREFORE, in satisfaction of the conditions in and consideration of LDR 6.3.5.D.3.Banked Units, Declarant hereby declares, covenants, and agrees for itself and each and every person acquiring ownership of the Land and/or Residential Unit, that they shall be held, used, occupied, developed, transferred, and conveyed subject to this Restriction in perpetuity.

ARTICLE I

RENTAL BY QUALIFIED HOUSEHOLD

1.1 Qualified Household. The rental of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household, as set forth herein and as further defined in the Rules and Regulations (“Qualified Household”).

1.1.1 Employment. At time of rental and in perpetuity during any and all rental periods, at least one member of the Qualified Household must work a minimum of 1,560 hours per year for a Local Business, as that term is defined in the Rules and Regulations.

1.1.2 Income Limit. At time of rental and in perpetuity during any and all rental periods, the Qualified Household must earn, at minimum, 75% of its income from a Local Business, as that term is defined in the Rules and Regulations.

1.1.3 Residential Real Estate. At time of rental and in perpetuity during any and all rental periods, no member of the Qualified Household may own (whether individually, in trust, or through an

entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) real estate except as set forth in the Rules and Regulations.

- 1.2 Qualification Determination by the Housing Department. The Housing Department shall determine, in its sole discretion, whether a prospective renter is a Qualified Household. The Department shall use written applications, representations, and information to make the determination, which shall include the verification of those materials as necessary and appropriate to establish and substantiate eligibility. Residential Units may be considered Dormitories if occupied by unrelated individuals. If so, Households shall be qualified using the Rules & Regulations' definition for a Dormitory Qualified Household: One person who will be renting a bed or bedroom in a dormitory unit.

ARTICLE II OCCUPANCY, IMPROVEMENT, AND USE

- 2.1 Rules and Regulations Applicability. All applicable limitations on occupancy, improvement, and use set forth in the Rules and Regulations, apply to the Residential Unit.
- 2.2 Business Activity. No business activities shall be carried out in a Residential Unit, except to the extent allowed in the Rules and Regulations.
- 2.3 Guests. No persons other than those comprising the Qualified Household, as set forth in the Rules and Regulations, may occupy the Residential Unit.
- 2.4 Maintenance. Declarant shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit, and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent, and sanitary condition pursuant to the Rules and Regulations. In the event Declarant fails to maintain the Residential Unit in a safe, decent, and sanitary condition, the Housing Department may take action, and be reimbursed for costs thereof, all as set forth in the Rules and Regulations.
- 2.5 Capital Improvements. Declarant may only undertake capital improvements to the Residential Unit, and only get reimbursed for such, to the extent set forth in the Rules and Regulations.
- 2.6 Insurance. Declarant shall keep the Residential Unit continuously insured as set forth in the Rules and Regulations. Declarant shall, as often as necessary to prove compliance herewith at all times, furnish and deposit with the Housing Department certificates of such insurance policy to be maintained by Declarant with evidence of payment of the premiums thereon.
- 2.7 Compliance with Laws and CC&Rs. The Residential Unit shall be occupied in full compliance with this Restriction; the Rules and Regulations; all laws, statutes, codes, rules, regulations of state, local, and federal law; Covenants, Conditions & Restrictions; and all supplements and amendments thereto.
- 2.8 Inspection. Upon reasonable notice to Declarant, the Housing Department shall have the right to inspect the Residential Unit from time to time as set forth in the Rules and Regulations.
- 2.9 Records. Declarant shall maintain records of service, rental, repair, and maintenance for a period of 2 years after their issuance. The Housing Department shall have the right to review the written records required to be maintained by Declarant.
- 2.10 Renting. The Residential Unit may be rented to the extent allowed in the Rules and Regulations. In addition to that set forth in the Rules and Regulations, Residential Units A, B, C, and D may be rented for a minimum period of 180 days and Residential Units E, F, G, and H may be rented for a minimum period of 90 days.

2.11 Periodic Reporting. In order to confirm compliance with this Restriction, the Rules and Regulations, and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, improvement, or transfer of the Residential Unit, Declarant shall timely comply with information requests, application material submission, and all supplemental requests as set forth in the Rules and Regulations. If the Declarant rents the Unit, the Declarant is responsible for timely compliance with all reporting requirements.

2.12 No Owner Occupancy. Declarant shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Declarant is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy extends to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.

ARTICLE III SALE

3.1 Sale of The Residential Unit. The Residential Unit may be bought and sold, except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Every conveyance of the Residential Unit shall be subject to this Restriction. Within 10 days prior to the closing of the sale or other transfer of the Residential Unit, seller shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the purchaser.

ARTICLE IV TERMINATION, AMENDMENT, CORRECTION

- 4.1 Termination by the Town of Jackson, Wyoming.** This Restriction may be terminated after a determination by the Town of Jackson, Wyoming that this Restriction is no longer consistent with the goal of providing affordable housing.
- 4.2 Amendment.** This Restriction may be amended by a signed, written amendment executed by both the Town of Jackson, Wyoming and Declarant and recorded in the Teton County Clerk's Office against title to the Residential Unit. This Restriction shall be amended and restated to associate each Residential Unit with the employee generating development that utilizes each banked unit and to establish an affordability range restriction consistent with the mitigation allocation required by the LDRs at the time of its use.
- 4.3 Correction.** JTCHA may unilaterally correct this Restriction to address scrivener's errors, erroneous legal descriptions, or typographical errors.

ARTICLE V GENERAL PROVISIONS

5.1 Breach.

5.1.1 Breach Defined. Each of the following shall be considered a breach hereof ("Breach").

- 5.1.1.1 A violation of this Restriction, the Rules and Regulations, the Declaration of Covenants, Conditions & Restrictions, or any rule or law a violation of which could result in a lien recorded against a Residential Unit.
- 5.1.1.2 Failure to pay any financial obligation due or failure to perform a non-monetary obligation with respect to the Residential Unit which failure to pay or perform could result in a lien recorded against a Residential Unit. This includes, without limitation, homeowner dues, property taxes, contractor and servicer bills, and payment required by a promissory note secured by a mortgage recorded against a Residential Unit. Declarant shall notify the Housing Department in writing of any notification received from any party of past due payments or failure to perform within ten (10) calendar days of the date on the first notice of any such failure to pay or perform.
- 5.1.1.3 The Residential Unit is taken by execution or by other process of law, or Declarant is judicially declared insolvent, or Declarant assigns or attempts to assign the property for the benefit of creditors, a receiver, trustee, or other similar officer being appointed to take charge of any substantial part of the Residential Unit or Declarant's property by a court of competent jurisdiction.
- 5.1.1.4 Fraud or material misrepresentation by Declarant or an occupant in the provision of information or documents included in an application, or additional submissions of requested documentation by the Housing Department, and related to the mission, goals, objectives, requirements, and conditions of JTCHA and its programs.
- 5.1.2 Administrative Process. Upon any alleged Breach, the parties must proceed in accordance with the default process set forth in the Rules and Regulations, as they may be amended from time to time.
- 5.1.3 Court Enforcement. After exhausting the administrative process required by Article 5.2 any order of the Housing Authority Board may be appealed via a court of competent jurisdiction.
- 5.1.4 Remedies. JTCHA may, at its discretion, invoke any additional remedies available to it and seek any such relief, at law or equity, as may be appropriate, including but not limited to, specific performance of this Restriction and the Rules and Regulations; temporary, permanent, or preliminary injunctive relief (including prohibiting a proposed sale or transfer); a declaration that a sale or transfer is void; a forced sale; and monetary damages. Any equitable relief may be sought singly or in combination with such other remedies the JTCHA may be entitled to, either pursuant to this Restriction, the Rules and Regulations, the applicable Land Development Regulations, or under the local, state, or federal law.
- 5.1.5 Hold Harmless. In the event of a Breach, Declarant hereby holds the Town of Jackson, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents harmless against any and all claims, suits, or actions of every name, kind, and description and any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the Town of Jackson, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents.
- 5.1.6 Reimbursement. In the event of a Breach, Declarant hereby agrees to reimburse the actual expenses, attorney's fees, and costs for any action the JTCHA and/or Housing Department expends to enforce this Restriction.
- 5.2 Jackson/Teton County Housing Department Housing Rules and Regulations. The term "Rules and Regulations" is defined as the Jackson/Teton County Housing Department Rules and Regulations, as the same may be amended from time to time and which are codified in the Municipal Code of the Town

of Jackson, and enacted by resolution of Teton County, Wyoming pursuant to the Wyoming Administration Procedures Act. If there are no such written policies, procedures, or guidelines (or a written policy, procedure, or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in this Restriction shall be as set forth in the Rules and Regulations, as the same may be amended from time to time. In the case of a conflict between this Restriction and the Rules and Regulations, this Restriction shall apply.

- 5.3 No Legal Action. Neither the Declarant, nor any prospective purchaser, tenant, renter, occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Teton County, Wyoming, or the Housing Department arising out of this Restriction. Neither the Town of Jackson, Teton County, Wyoming, nor the Housing Department shall have any liability to any person aggrieved by the decision of the Town of Jackson, Teton County, Wyoming, or the Housing Department regarding eligibility of a Qualified Household or any other matter relating to this Restriction.
- 5.4 Restriction as a Covenant. This Restriction shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department, and the Town of Jackson, Wyoming.
- 5.5 Notices. All notices required to be served upon Declarant and the Town of Jackson or Teton County, Wyoming and shall be transmitted by one of the following methods: prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party. Notice shall be effective 1 day after being deposited with an overnight courier, or 5 business days after being placed in the mail.

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

With a Copy to:
Town of Jackson, Wyoming.
Attn: Clerk
P.O. Box 1687
Jackson, WY 83001.

Declarant
To the Address on file with the Teton County Clerk's Office

- 5.6 Attorney's Fees. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of this Restriction, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.
- 5.7 Incorporation of Recitals. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.
- 5.8 Choice of Law, Forum. This Restriction and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming

shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Restriction or its subject matter. Declarant by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Restriction.

- 5.9 Severability. Each provision of this Restriction and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.
- 5.10 Section Headings. Paragraph or section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
- 5.11 Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Restriction shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Restriction. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.
- 5.12 Indemnification. Declarant shall indemnify, defend, and hold JTCHA, the Housing Department, and the Town of Jackson, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Declarant's breach of any provision of this Restriction. Declarant waives any and all such claims against JTCHA, the Housing Department and the Town of Jackson, Wyoming.
- 5.13 Successors and Assigns. This Restriction shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators, and assigns.
- 5.14 Governmental Immunity. Neither the Town of Jackson, Wyoming nor the JTCHA or Housing Department waives governmental immunity by executing this Restriction and each specifically retain immunity and all defenses available to either of them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Declarant has executed this instrument on the _____ day of _____, 20__ (the "Effective Date").

OWNER: POWDERHORN HOUSING LLC

By:

Its:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ 20____, the foregoing Restriction was acknowledged before me
by _____ as _____ of POWDERHORN HOUSING LLC.

Witness my hand and official seal.

(Seal)

Notary Public

Town of Jackson

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	July 15, 2024	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Administration	Presenter:	Tyler Sinclair
Agenda Item:	Memorandum of Understanding, Joint Funding Between the Town of Jackson and Teton County	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to consider a Memorandum of Understanding (MOU) to change the Town/County Joint Department funding split, contingent on a 1% SPET for a Teton County Justice Center being approved by the voters in November.

Requested Action.

Staff requests Council consider a Memorandum of Understanding (MOU) to change the Town/County Joint Department funding split.

Recommendations.

None.

Background.

On June 18, 2024, the Teton County Board of County Commissioners approved a Resolution approving a proposition for an additional 1% Specific Purpose Excise Tax (SPET). The Resolution approves placing a ballot question on the November 5, 2024, General Election ballot to approve \$88 million for a new Teton County Justice Center. Pursuant to Wyoming Statute §39-15-203(a)(iii)(A), before the county can place any proposition to impose a SPET on the ballot, the governing bodies of at least 50% of the incorporated municipalities within the county shall approve the resolution. The Teton County Board of County Commissioners have respectfully requested that the Jackson Town Council approve the same Resolution authorizing the SPET ballot question to be placed on the November 5, 2024, ballot. Related notification from the Town to the County Clerk must occur prior to July 17, 2024. Attached, please see the formal request from the County to the Town on this matter.

On June 17, 2024, Jackson's Town Council continued its discussion on joint funding alternatives and approved the following two (2) motions to:

1. Direct staff to send a letter on behalf of the Town Council stating the Council's desire to have:
 - a. The Town and County change the Joint department/division funding split as follows: the Town pays 35% of Joint department budgets (operations and capital), and the County pays 65% of Joint department budgets (operations and capital), which split shall be included in the joint power agreements and, as appropriate, incorporated and enshrined in other Joint department cooperative arrangements for a minimum period of ten years, to be drafted and approved on or before July 17, 2024 and effective July 1, 2025; and
 - b. The Town and County to place a joint resolution on the November 2024 ballot to collect an additional 1% or ½% SPET for the Teton County Justice Center.
2. Direct staff to send a letter on behalf of the Town Council stating the Council's desire to have the Town and County place a joint resolution on the November 2024 ballot to collect an additional 2% County-wide Lodging Tax.

At the July 1, 2024, Joint Information Meeting (JIM) the Town Council and the Teton County Board of County Commissioners met to continue discussing joint funding and ultimately both made the following motion:

I move to direct staff to:

1. *Prepare a final joint resolution for a 1% SPET for the Teton County Justice Center.*
2. *Prepare language changing the Town and County joint department/division funding split for JPAs and all departments/divisions cooperatively funded as follows:*
 - a. *The Town pays 35% of joint department/division budgets (operations and capital), and the County pays 65% of joint department/division budgets (operations and capital); and*
 - b. *For a period of ten years; and*
 - c. *Effective July 1, 2025.*
3. *Prepare language changing the Town and County joint department/division funding split for JPAs and all departments/divisions cooperatively funded as follows:*
 - a. *The Town pays 40% of joint department/division budgets (operations and capital), and the County pays 60% of joint department/division budgets (operations and capital); and*
 - b. *Over a period of 2 fiscal years and 3% per year; and*
 - c. *Effective July 1, 2025.*
4. *Present these documents at a joint meeting on July 8, 2024.*

In addition, the Boards discussed the inclusion of a joint resolution on the November 2024 ballot to collect an additional 2% County-wide Lodging Tax. After discussing this item, the Boards did not include this alternative in the motion for further consideration at this meeting.

Furthermore, the Boards directed staff to provide information regarding the change to the Town and County Joint department funding split. Upon research of this issue, for every 1% reduction/increase in the Town/County portion of the split the Town/County share changes approximately \$210,000 for recurring operations only, excluding capital.

At the July 8, 2024, Joint Information Meeting, the Town and County voted, subject to changes by legal staff, on a Memorandum of Understanding (MOU) to change the Town/County Joint Department funding split to 38% Town and 62% County, contingent on a 1% SPET for a Teton County Justice Center being approved by the voters in November. The MOU also contained provisions for phasing in of the revised Town/County funding split, a commitment to address governance of joint departments and the timing of certain provisions. Please see the attached final version of the MOU presented for action for more information. The proposed MOU was approved by the County 5-0 and failed for the Town 2-2.

Analysis.

This item has been placed on the agenda to allow all members of Council to participate in this item, including making the same or an alternative motion on this topic.

Staff notes that if the MOU is amended from what Teton County has already approved the County would need to reconsider the request.

Possible Alternatives.

The Council may choose to amend all components of the proposed MOU.

Comprehensive Plan & Priority Alignment.

To successfully implement the Comprehensive Plan, the Town Council and County Commission must set priorities, be strategic, and be disciplined. Chapter 8 - Quality Community Service Provision calls for "Timely, efficient and safe delivery of quality services and facilities in a fiscally responsible and coordinated manner."

Fiscal Impact.

First, regarding the proposed 1% tax increase in the form of a SPET, the County Treasurer reports that each penny generates approximately \$22M.

Second, regarding the change to the Town and County Joint department funding split, for every 1% reduction/increase in the Town/County portion of the Town and County Joint Department split, the Town/County share changes approximately \$210,000 due to recurring operations excluding capital.

Staff Impact.

Ongoing.

Attachments or Links.

- Memorandum of Understanding, Joint Funding Between the Town of Jackson and Teton County

Suggested Motion.

I move to approve the Memorandum of Understanding (MOU), Joint Funding Between the Town of Jackson and Teton County as proposed (or as amended).

MEMORANDUM OF UNDERSTANDING

JOINT FUNDING BETWEEN THE TOWN OF JACKSON AND TETON COUNTY

COMES NOW on this ____ day of June 2024, the parties, TETON COUNTY, WYOMING, a duly organized county of the State of Wyoming, and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, agree as follows in regard to joint funding of multiple departments, divisions, and functions between Teton County and the Town of Jackson;

WHEREAS, the Town of Jackson is a statutorily designated first-class city but commonly refers to itself as the Town of Jackson. The use of the word "town" in this document does not denote an official statutory designation as a "town." The use of the word "town" means "city" for purposes of legal statutory designation; and

WHEREAS, both the Town of Jackson and Teton County have determined that it is necessary to submit to the qualified electors of the County a proposition for an additional one percent (1%) Special Excise tax (SPET) to fund the Teton County Justice Center; and

WHEREAS, the Town of Jackson and Teton County need to notify the Teton County Clerk prior to July 17, 2024, of their intention to place the Tax Proposition for specific purposes on the November 5, 2024, special election ballot; and

WHEREAS, the Town of Jackson is the only incorporated municipality in the county of Teton and for many years the Town of Jackson and Teton County have participated in a partnership in multiple governmental functions that includes joint funding of departments, divisions, and functions of government; and

WHEREAS, the Town of Jackson and Teton County currently divides most of the joint funding of joint governmental functions, through the same means that the State of Wyoming uses for splitting sales tax; specifically through the population census of the number of people in the incorporated municipality and the number of people in the unincorporated area of the county. The joint funding split is currently 54% attributed to Teton County and 46% attributed to the Town of Jackson; and

WHEREAS, the Town of Jackson and Teton County desire to adjust the joint funding ratio from a 54/46 split to a 62/38 split with 62% attributed to Teton County and 38% attributed to the Town of Jackson with certain caveats and conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TETON COUNTY, WYOMING, AND THE TOWN COUNCIL OF THE TOWN OF JACKSON, STATE OF WYOMING, THAT:

1. The Jackson Town Council will approve and sign prior to July 17, 2024, the *Joint Resolution Approving Proposition for an Additional 1% Specific Purpose Excise Tax in Teton County, State of Wyoming, Said Proposition to be Placed on the Special Election Ballot on November 5, 2024.*

2. Joint funding of the following joint governmental operations shall be changed from a 54/46 split to a 62/38 split with 62% attributed to Teton County and 38% attributed to the Town of Jackson with the conditions as listed below:
 - a. START Bus System
 - b. Fire/EMS
 - c. Parks/Recreation
 - d. Emergency Management
 - e. Victim Services
 - f. Animal Shelter
 - g. Affordable Housing
 - h. Radio Services
 - i. Treatment Court
 - j. Pathways
 - k. Transportation
 - l. Planning
3. Joint funding of the following joint governmental capital shall be changed from 54/46 split to a 62/38 split with 62% attributed to Teton County and 38% attributed to the Town of Jackson with the conditions as listed below:
 - a. START bus system
 - b. Fire/EMS
 - c. Parks/Recreation
 - d. Emergency Management
4. Both Paragraphs 2 and 3 above are contingent on the following:
 - a. The Proposition for an additional 1% Special Excise Tax (SPET) is approved by the voters on November 5, 2024.
 - b. The change in joint funding for both operations and capital shall be phased in over a 3-year period. Specifically, the joint funding split for both operations and capital shall change from 54/46 to 57/43 with 57% attributed to Teton County and 43% attributed to the Town of Jackson beginning on July 1, 2025, and then an increase from 57/43 to 60/40 with 60% attributed to Teton County and 40% attributed to the Town of Jackson beginning on July 1, 2026. And then an increase from 60/40 to 62/38 with 62% attributed to Teton County and 38% attributed to the Town of Jackson beginning on July 1, 2027.
 - c. The Town of Jackson and Teton County will revise the governance of jointly funded governmental functions beginning discussion in January 2025. This could include ideas such as creating independent agencies, fees for services, splitting departments, etc. All revised governance would be effective July 1, 2027, or sooner if the parties can come to agreement. If agreement cannot be made on governance prior to January 1, 2031, then the funding split for joint funding for both operational and capital shall revert on July 1, 2031 to the use of the tax division as directed in Wyoming Statute §39-15-211(a)(i)(B)(I) and (II), specifically (I) to the county in the proportion the population of the county situated outside the corporate limits of its cities and towns bears to the total population of the county; and (II) to the incorporated cities and towns within the county in the proportion the population of each city or town bears to the total population of the county.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF TETON COUNTY, WYOMING

Luther Propst, Chairman

Attest:

Maureen E. Murphy, Teton County Clerk

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2024.

TOWN OF JACKSON, WYOMING

Mayor Hailey Morton Levinson

Attest:

Riley Taylor, Clerk

STAFF REPORT



Meeting Date:	July 15, 2024	Meeting Title:	Regular Town Council
Submitting Department:	Planning Department	Presenter:	Tyler Valentine
Agenda Item:	Planned Unit Development Amendment, Development Plan, Conditional Use Permit, and fee waiver request for the Presbyterian Church of Jackson Hole Housing Development at 1201 South Park Loop Road (P23-206, P23-204, P24-007, P24-024)	Public Comment:	Yes

***This item was continued from the regularly scheduled Town Council meeting on July 1, 2024. The Town Council requested additional information from staff which is provided below in gray starting on page 3 under the Supplemental Information section. Staff also added a condition of approval under Item A and Item C related to deadlines/timing. The remaining portions of the staff report not in gray are unchanged.**

Purpose & Policy Considerations.

First, a Planned Unit Development (PUD) Amendment is required by Land Development Regulation (LDR) Section 8.2.13.D when previously approved PUDs, Planned Mixed-use Developments, or Complete Neighborhood Master Plans (CNMP) are proposed to be amended. In this case, the Cottonwood Park CNMP is proposed to be amended.

Second, a Development Plan is required in the PUD - Neighborhood Low Density-3 (PUD - NL-3) zoning district by the Town of Jackson LDRs for projects with a density of more than five units. The proposed project includes 21 townhome units.

Third, the proposed church "Fellowship" building is considered an "Institutional" use which requires a Conditional Use Permit (CUP) based on the CNMP.

Lastly, pursuant to Ordinance 939 the Town Council may reduce, defer, or waive application fees upon the request of an applicant if the proposed project advances significant community goals,

Requested Action.

The applicant, Jorgensen Associates, on behalf of the Presbyterian Church of Jackson Hole (PCJH), is requesting approval of a 21-unit townhome-style housing development with a church Fellowship building at 1201 South Park Loop Road. The applicant is formally requesting approval of the following items:

ITEM A (P23-206): Request for approval of a PUD Amendment to amend the Cottonwood Park CNMP to allow "Multi-family Residential" (i.e., condominiums, townhomes, apartments) and "Institutional" (i.e., church) as allowed uses on the subject property.

ITEM B (P23-204): Request for approval of a Development Plan for a two-phased development of 21 townhome units totaling 25,466 sf of above-ground habitable on the subject property.

ITEM C (P24-007): Request for approval of a CUP for a new Institutional use, specifically for a 1,500-sf ancillary church Fellowship building, on the subject property.

ITEM D (P24-024): Request for approval to waive all application fees associated with all Planning applications (i.e., PUD Amendment, Development Plan, CUP, & future Subdivision Plat) and future building permit applications. The total Planning application fees requested to be waived is \$7,036.00. Building permit review fees are determined after building permit submittal but are estimated to be about \$66,000 for the project as proposed.

Recommendations.

ITEM A (P23-206): The Planning Director and Planning Commission recommend **approval** of a PUD Amendment to the Cottonwood Park CNMP to allow “Multi-family Residential” (i.e., condominiums, townhomes, apartments) and “Institutional” (i.e., church) as allowed uses at the subject property, subject to the departmental reviews attached hereto, and this staff report.

1. If the Development Plan (P23-204) or CUP (P24-007) expire due to failure to meet the building permit submittal deadlines, the PUD Amendment (P23-206) shall also expire.

ITEM B (P23-204): The Planning Director and Planning Commission recommend **approval** of a Development Plan for a two-phased development of 21 townhome units totaling 25,466 sf of above-ground habitable at the subject property, subject to the departmental reviews attached hereto, this staff report and the following conditions:

1. A building permit for Phase 1 shall be submitted within two years of Development Plan approval. Upon completion of Phase 1 (i.e., CO of the last building), a building permit for Phase 2 shall be submitted within one year. Failure to comply with these deadlines will cause the Development Plan to expire.
2. A shared parking agreement shall be recorded against the Presbyterian Church site (1251 South Park Loop Road) before the issuance of a building permit for the Phase 1 residential units dedicating 10 parking spaces for the benefit of Parcel 1.
3. At the time of building permit submittal, the applicant shall demonstrate compliance with the Electric Vehicle Charging Station (EVSE) parking requirements for each phase.
4. At the time of building permit submittal, the site plan shall include a direct pedestrian connection from the bike path at the South Park Loop Road/Hi Country intersection to the Phase 2 parking lot.
5. Prior to issuance of a building permit for Phase 1, the applicant shall obtain a driveway access permit from Teton County Road & Levee.
6. Prior to issuance of a Certificate of Occupancy on the first unit or building, the applicant shall record a public pedestrian access easement against the subject property for the portion of the pathway that runs north-south through the subject property just west of the Fellowship building.

ITEM C (P24-007): The Planning Director and Planning Commission recommend **approval** of a CUP for a new Institutional use, specifically a 1,500-sf ancillary church Fellowship building, at the subject property, subject to the departmental reviews attached hereto, this staff report, and the following condition:

1. A shared parking agreement shall be recorded against the Presbyterian Church site (1251 South Park Loop Road) before the issuance of a building permit for the Fellowship building dedicating 20 parking spaces for the benefit of the subject property.
2. A building permit for the approved Institutional use shall be submitted within two years of CUP approval. Failure to comply with this deadline will cause the CUP to expire.

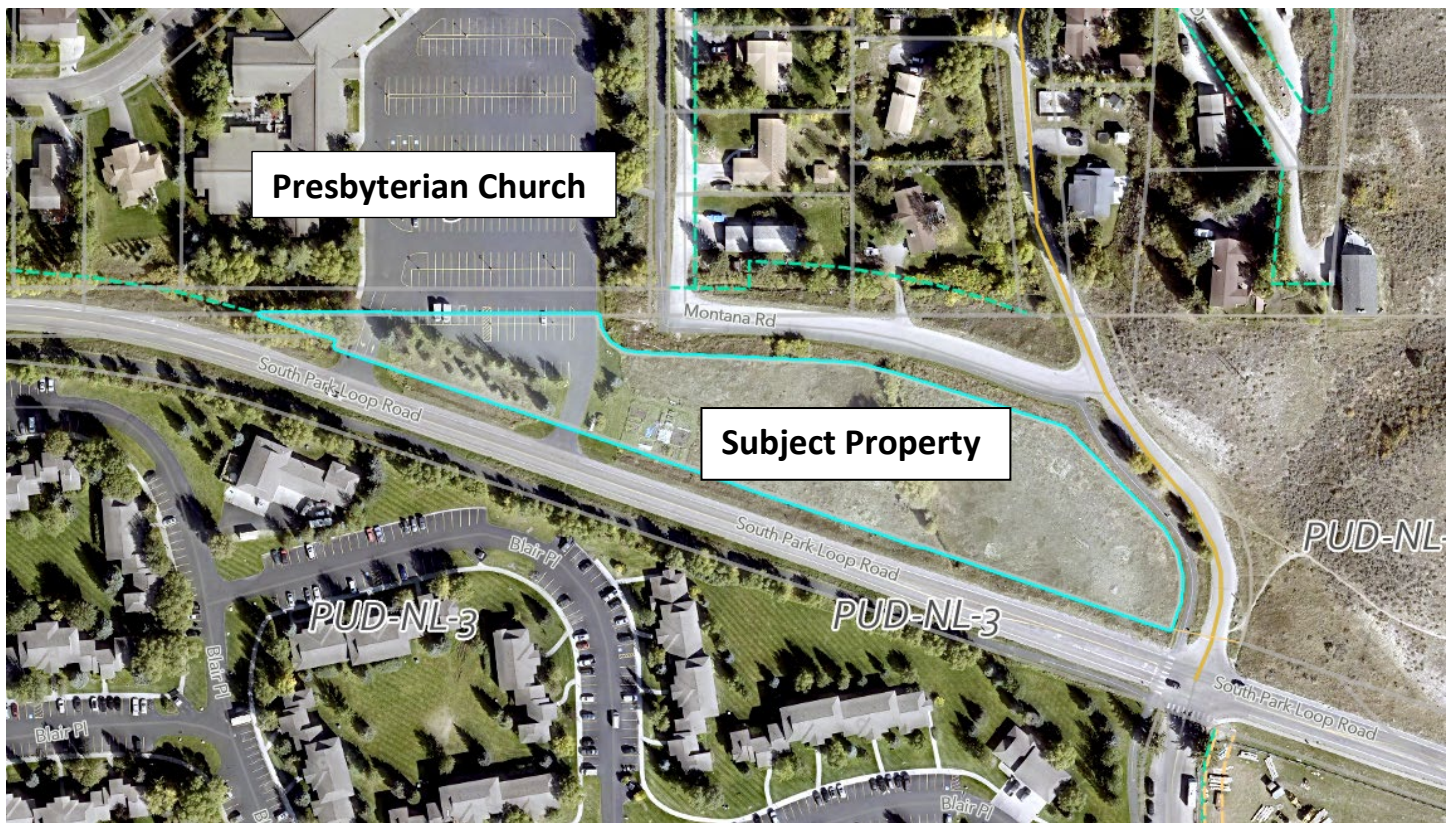
ITEM D (P24-024): No recommendation is made on this item. The Town Council has sole discretion to reduce, defer, or waive application fees based on Ordinance 939.

Key Issues/Questions.

1. Is the proposed density increase from three units to 21 units appropriate at this location?

Project Location.

The property is located at 1201 South Park Loop Road and is legally described as PT. NE1/4NW1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL 1. An aerial photo is shown below:



Supplemental Information

The Town Council directed staff to provide additional information on the topics below. The applicant has stated in an email (attached) that they plan to provide a written response to each of the below topics after the staff report is posted. The applicant also plans to respond to each topic in person at the July 15th Council meeting.

1. **Landscape plan:** The Council expressed concerns related to how the required 21 plant units could better screen the proposed development from the properties to the north. The Council inquired whether trees and/or shrubs could be planted on the land directly north of the subject property. In short, the Town cannot require the applicant to plant trees or shrubs on the land directly north of the subject property because that land is owned by Teton County. However, a condition of approval could be added requiring the applicant to work with Teton County to explore whether they would permit landscaping on their property. This would only require that the applicant ask for permission from Teton County and if the request is denied, then the matter would be closed.

It is helpful to know that Montana Drive is roughly 3' – 5' higher in elevation than the subject property which naturally helps reduce the visual impacts because the majority of the new access driveway won't

be visible from neighboring homes and the proposed structures will be lower in elevation. One potential option on improving the screening along the north is to require the applicant to shift the proposed driveway roughly 5' south so that additional trees could be planted next to the retaining wall. Due to the quick turnaround of this analysis, however, staff has not yet been able to confirm with the applicant whether shifting the driveway south would create design challenges or require a significant redesign. Staff is not recommending this option until the applicant has provided a response to its impact on the design.

2. **Parking Management:** The Council expressed concerns over potential future parking and/or storage impacts on Montana Drive and how parking would be managed after units are sold. Montana Drive is a county-owned road that already prohibits parking and "no-parking" signs are posted. Any attempts at parking or storing trailers/Boats/RVs on this road would be addressed through complaints and enforcement similar to any other parking or storage violation on a public roadway.

After the July 1st Council meeting, the applicant provided a written statement that they fully intend to clarify their shared parking agreement to reserve and provide additional guest parking at the main church parking lot in perpetuity regardless of future ownership of the units. Staff supports this plan as a practical solution to concerns surrounding guest/overflow parking. The proposed update to the shared parking agreement does not indicate that it also would allow storage of boats/RVs/trailers.

3. **Timing of pathway construction:** At least one Council member expressed interest in requiring the 10' pathway along SPLR to be constructed now as part of this development. Due to the nature of the applicant's request, which would transfer and increase density to 21 units, the Council could consider requiring the 10' pathway to be constructed based on the increased demand for pedestrian improvements similar to any other development (i.e., a pathway was recently required for CWC). Spatially, there appears to be ample room in the right-of-way to construct a 10' pathway. However, because this site is already served by existing pathways to the north and a pathway on the south side of SPLR there is not an urgent need for this segment of the pathway. Therefore, Staff is still not recommending that the additional pathway be built at this time.
4. **Alternative access:** The Council expressed interest in whether an alternative access to the proposed development from the church's existing access driveway from SPLR has been considered and whether it could be required. Staff can first confirm that the proposed access off Montana Drive is a legal option for access and Teton County Road and Levee have confirmed their support for this access should this development receive Town approval. Even so, the Council could consider requiring that 100% of car access be taken from the existing SPLR access drive as a strategy to minimize impacts on the neighbors to the north from the proposed increase in density from three units to 21 units. This option would avoid all traffic impacts on Montana Drive by using the existing access off SPLR and some (or all) of the existing church parking. Although this option appears to be feasible, it would involve shifting the Fellowship building south by at least 10'-15' to accommodate a new driveway connection from the main church parking lot to the Phase 1 and 2 parking lots.

Another option that would remove Montana Drive as an access would be to require 100% of the required parking (i.e., all 53 spaces) to be located in the main church parking lot through a shared parking agreement. This would remove all on-site parking and circulation associated with Phase 1 and 2. In general, staff has been, and still is, supportive of using the main church parking for shared parking. If Council is interested in this option, Council should take into consideration the lengthy walking distance from the main church parking lot to the Phase 2 units (approximately 600 ft).

At this time staff is still supportive of the proposed parking and access plan because it meets all applicable LDR standards and required findings for a Development Plan, including Finding #3 related to the project not having a significant impact on public facilities such as transportation. Staff notes that the proposed access and parking plan already makes a significant effort to reduce traffic impacts on Montana Drive by providing 30 of their required 53 spaces at the main church parking lot accessed from SPLR. However, if the Council cannot make all of the required Findings, especially Finding #3, for the proposed access and parking plan, then Council could choose either of the options listed above. Before Council decides on either of the options, however, staff would want to confirm with the applicant whether both of these options are feasible and do not create practical and/or technical concerns that staff is unaware of.

5. **Workforce housing restrictions:** At least one Council member requested additional information regarding the workforce deed restrictions and why those restrictions could not be granted now for the remaining 20 market units versus after the Development Plan approval. While an applicant always has the option to voluntarily deed restrict new units, Staff would first like to point out that the proposed 18 units for transfer to the site, and the existing 3 units designated for this parcel, are already approved market units within the remaining unbuilt pool of 59 units and so can be built within the CNMP with the appropriate approvals. From a regulatory standpoint, the applicant is not required under the CNMP to go any further than paying a fee-in-lieu for the 0.911 unit requirement which the applicant plans to satisfy by providing one affordable unit. The applicant's interest, or financial need, to seek funds from the Housing Preservation Program in exchange for voluntarily restricting the remaining 20 units is a matter that only the applicant can address or clarify.
6. **Potential for approving only Phase 1:** At least one Council member expressed interest in approving Phase 1 only at this time which is an option. Before staff could provide a recommendation on this option, we would want to confirm with the applicant whether Phase 1 is completely self-sufficient from Phase 2 and so could be approved by itself or whether this option would result in a major redesign due to some technical connection between the phases (i.e., utilities, site grading, etc.).

Background/Project Description

Background

The subject site is 2.93 acres (127,630 sf) and located on the north side of South Park Loop Road just west of the South Park Loop Road/Hi Country Drive intersection. The property is zoned PUD – NL-3 and located within the Cottonwood Park CNMP. The surrounding properties to the east, west, south, and northwest are also zoned PUD – NL-3, and the properties to the northeast within the Hi Country subdivision are zoned Residential-3 and located within the County. The subject property, which is vacant with no structures, is owned by the Presbyterian Church of Jackson Hole and spans roughly 1,100 linear feet of South Park Loop Road. The western third of the site currently serves as the main vehicular access point (two accesses) to the Presbyterian Church as well as an extension of their parking lot. The only site features east of these improvements are some garden plots for the PCJH and an irrigation ditch that runs down the middle of the eastern two-thirds of the property. Below is a summary of the main historical approvals related to the applicant's requests:

- **1983 - Cottonwood Park CNMP Approval** - The Cottonwood Park CNMP, 148.61 acres in total, was adopted by Teton County in 1983. The original landowner and developer was Four Lazy F Ranch Inc., represented by Todd Oliver. Over the course of the development of the CNMP, numerous amendments have been made. One thing that hasn't changed is the CNMP's total approved and vested density of 785 dwelling units in the form of detached single-family and multi-family dwelling units (i.e., apartments,

townhomes, and condominiums). In general, the CNMP is broken up into four quadrants: Corner Creek in the southeast corner, Rangeview in the southwest corner, Cottonwood Creek in the northwest corner, and Homestead in the northeast corner. The subject property is within the Homestead section and was originally a +/-7.4 acre parcel located adjacent to Boyle's Hill Road (later renamed to South Park Loop Road) and had a use designation of "Future Neighborhood Commercial Storage." The potential future uses of this site included a transportation/maintenance facility for the school district, boat/RV/trailer storage for Cottonwood residents, and neighborhood-scale facilities and services. None of these uses ever came to fruition. Since the original approval, the subject property has undergone many use and configuration changes due to road realignments, annexation into the Town, land exchanges with the County, and other amendments and changes. The result is that Parcel 1 is currently designated for three residential units.

- **2016 – Zoning Compliance Verification (ZCV)** – A ZCV was submitted by Y2 Consultants (P16-093) and staff confirmed, among other things, that 726 of the originally 785 approved units in the CNMP have been built leaving 59 undeveloped units in the CNMP.
- **2021 – ZCV** – A ZCV was submitted by the Presbyterian Church (P22-290) and staff confirmed that 1) the subject property is located within the CNMP, 2) the approved 785 units have not all been developed and there are 59 undeveloped units in the CNMP, four of which already belong to the PCJH, and 3) the process to request use of any leftover unused density is through a PUD Amendment and Development Plan. This ZCV ultimately led to the applicant submitting these applications at issue today.

Project Description

The applicant is requesting approval of the following three items:

- 1) **PUD Amendment to the Cottonwood Park CNMP:** The applicant is requesting to amend the Cottonwood CNMP to add two new allowed uses to Parcel 1. Specifically, the applicant is seeking to add both "Multi-Family Residential" (i.e., condominiums, townhomes, apartments) and "Institutional" (i.e., church) as allowed uses to the subject parcel in addition to the current allowed use of "Single Family Detached." Allowing these two new uses permits the applicant to apply for a Development Plan and CUP which are both described below. This request also proposes to transfer 18 unused dwelling units from the overall CNMP to the subject property, which combined with the existing three units vested on the subject property, would allow up to 21 dwelling units.
- 2) **Development Plan:** The applicant is requesting approval for a two-phased Development Plan for a 21-unit townhome development (intended to be ownership units) that includes two sevenplexes, one fourplex, and one triplex for a total of 25,466 sf of above-ground habitable floor area. One of the proposed two-bedroom units will be deed restricted as affordable (80%-120% AMI) to satisfy the LDRs. PCJH also states in their application that they intend to voluntarily deed restrict the remaining 20 units after Development Plan approval by pursuing available funds through the Housing Department's Housing Preservation Program which PCJH states are crucial to funding the project. The unit mix is two 1-bedrooms (695 - 760 sf each), fourteen 2-bedrooms (952 - 1,090 sf each), and five 4-bedrooms (1,955 sf each) for a total of 50 bedrooms. All units are two stories and under 28' tall. Basements are proposed underneath portions of the sevenplexes and the fourplex for storage needs including bike storage. A new vehicular access is proposed to the north from Montana Drive which is a county road that leads to 23

on-site parking spaces. An additional 10 parking spaces for the residential units will be provided at the PCJH site through a shared parking agreement for a total of 33 spaces. The proposed exterior materials for the residential units are vertical wood siding and corten steel siding and roof. For the Fellowship building the applicant proposes full-depth stone veneer, reclaimed wood siding, corten steel roof, and timber posts. Finally, a potential future bike path and START bus stop (to be built by others) are shown along South Park Loop Road to demonstrate that space exists for these future improvements.

- **Phase 1** of development is proposed within the western half of the site (west of the irrigation ditch) and consists of 10 units (2 one-beds, 5 three-beds, & 3 four-beds) within one seven-plex and one triplex totaling 12,386 sf of habitable. Phase 1 also includes the Fellowship Building, 10 parking spaces (7 surface and 3 garaged), a trash enclosure, outdoor gathering spaces, a community garden, and internal sidewalks throughout. The applicant is requesting a two-year expiration date on the Development Plan instead of the 18 months ordinarily required by the LDRs.
- **Phase 2** of development is proposed within the eastern half of the site (east of the irrigation ditch) and consists of 11 units (9 two-beds & 2 four-beds) within one seven-plex and one fourplex totaling 13,080 sf of habitable. Phase 2 also includes 13 parking spaces, a trash enclosure, and internal sidewalks throughout.

3) CUP: The applicant is requesting a CUP to allow for a 1,500 sf church gathering building referred to as the Fellowship Building. As proposed, the Fellowship Building is 26' tall, single-story, and will serve as a space for bible study classes and other classroom activities, a fellowship hall for youth to gather for social activities, and meetings associated with the Presbyterian Church. The building will also serve as a gathering space for the residents in the proposed units. An additional 20 parking spaces will be provided at the PCJH parking lot through a shared parking agreement.

Staff Analysis.

Amending Existing PUDs and Other Special Projects (i.e., PMDs, CNMPs, etc.)

Community Neighborhood Master Plans (CNMPs) existed up until the 1994 LDRs as a form of master site planning similar to PMDs and PUDs. Even though CNMPs are no longer an option for new development, existing CNMPs such as Cottonwood Park are vested under their original approval and are not considered nonconforming regardless of their compliance with the current LDRs according to LDR Section 1.8.2.C. When amending an existing CNMP, PUD, or PMD, the following LDR sections provide direction on process and standards:

- **LDR Section 4.4.1.F - Amendment of an Existing PUD or Other Special Project**
An amendment to an existing PUD or other special project listed in 1.8.2.C. shall be reviewed and approved pursuant to 8.2.13.D.

Staff Response: *The Cottonwood Park CNMP is a special project listed in LDR Section 1.8.2.C and is being reviewed pursuant to LDR Section 8.2.13.D via the PUD Amendment request.*

- **LDR Section 4.4.1.D - Development of a PUD**
 1. The development standards for each PUD are established by the approved PUD master plan. All physical development, use, and subdivision under the PUD shall comply with the master plan.

2. Where development standards are not addressed or established in the approved PUD master plan, the development standards of the underlying zoning district shall apply.
3. PUD approval does not permit actual physical development or use of a site. All appropriate permits and approvals shall be obtained under the administrative procedures of these LDRs prior to any physical development, use, or subdivision of land allowed by the PUD.

Staff Response: *The proposed PUD Amendment complies with all relevant standards in the CNMP and the underlying NL-3 zoning. The proposed uses, Multi-family Residential and Institutional, are already allowed uses within the CNMP and thus the proposal does not introduce uses that are out of character with the CNMP. In addition, the applicant has applied for a Development Plan and CUP which are the required permits needed to process and review the proposed physical development and use of the site.*

- **LDR Section 8.2.13.D.1. - PUD Option No Longer Available**

PUD Option No Longer Available. An amendment to an existing PUD or other special project identified in 1.8.2.C. for which the original PUD option is no longer available shall:

- a. Improve the implementation of the desired future character of the area identified in the Jackson/Teton County Comprehensive Plan;
- b. Comply with the requirements of the underlying base zoning to the maximum extent practicable;
- c. Complies with the standards of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable; and
- d. Not adversely impact public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMS facilities.

Staff Response: *Staff is able to make all of the above findings as described below in the Comprehensive Plan & Priority Alignment section.*

Remaining Density with CNMP

The Town issued two ZCVs which both confirmed that the Cottonwood Park CNMP has an approved and vested overall density of 785 units to date and that only 726 units have been built. Of the remaining unbuilt 59 units, four are vested to PCJH lots (Parcel 1 and Parcel 2) and three are vested to the Community Bible College. This leaves 52 units that do not appear to be assigned to or approved for any particular property or geographic area within the CNMP. If the applicant's request to transfer 18 units to the subject property is approved, 34 units would be left remaining.

The fundamental question, which is a key technical issue for this project, that the planning records fail to provide clarity on where within the CNMP these leftover units still exist. Generally speaking, development rights, such as density, run with the land. For example, if the Town approved a Development Plan for ten units on a property, those ten development rights would stay with the land even if the developer only built eight of the overall units or sold the property. However, master plans and PUDs are usually handled differently in that the original development approval is typically approved for an overall density but developed in phases over time and it is common for the master plan to be amended many times to relocate density, change uses, reconfigure roads, etc., to better meet future conditions and changing ownership goals before the development is built out. Also, importantly, development entitlements in master plans and PUDs do not expire unless specific expiration requirements are included in the approval. Thus, because there were no expiration requirements in the general CNMP requirements in the previous LDRs and no specific expiration requirements in the Cottonwood Master

Plan, staff's conclusion is that all unused development rights are still valid and potentially available for development.

Returning to the question of where the the unused 52 residential development rights might be located within the CNMP (and therefore who might own them), that is a fact-specific analysis that can only be determined by a close review of the 40-year public record. The purpose of this staff report, however, is not to provide a comprehensive legal analysis of the ownership claims on all 52 unused rights but to determine, at minimum, whether it is reasonable to conclude that Four Lazy F Ranch, Inc., has legal control over the 18 unused development rights that the applicant is proposing to transfer to Parcel 1. On this more limited issue, staff finds that Four Lazy F Ranch, Inc., has sufficiently demonstrated that it owns 18 of the unused development rights and so can seek to transfer those rights through proper procedures to the applicant's subject property.

This conclusion is based on the fact that Four Lazy F Ranch, Inc., (through Todd Oliver) was the original owner of the entire property within the CNMP, that it was the developer of record for all phases of the development up to this point, and so has the clearest case that it still owns the 18 unused development rights at issue. Mr. Oliver, who represents 4 Lazy F Ranch, Inc., has provided a signed and notarized letter to PCJH (attached) stating their ownership of the remaining leftover units and their intention to sell and transfer the 18 units to PCJH. Additionally, John Graham, an attorney representing 4 Lazy F Ranch, Inc., provided via email correspondence to the Town (attached) that further justifies the claim that the remaining unbuilt units belong to 4 Lazy F Ranch Inc. At this time nobody else has claimed rights to these units and so the most logical owner is 4 Lazy F Ranch who was the original owner and developer.

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 Neighborhood Low-Density Residential – 3 (NL-3) zone and CNMP. Please refer to the LDR/CNMP Compliance table below:

LDR / CNMP Compliance Table			
Neighborhood Low Density Residential – 3 (NL-3)			
LDR Standard	Required	Proposed	Complies
FAR (max)	0.40 or 51,052 sf	0.21 or 26,966 sf (Both residential and church)	Yes
Landscape Surface Ration (LSR) (min)	0.45 or 57,434 sf	0.52 or 66,020 sf	Yes
Plant Units (min)	1 per lot x 21 future lots = 21 plant units required	21 plant units	Yes
Minimum Lot Area	N/A	2.93 acres or 127,631 sf	Yes
Primary Street Setback (Montana Drive)	20'	20'	Yes
Secondary Street Setback (Hi Country Drive/South Park Loop Road)	Varied setback (per CNMP)	10'-50'	Yes
Side Setback	10'	10'	Yes
Ditch Setback	15'	15'	Yes
Building Height	28' (per CNMP)	27'2" for residential 20'2" for Fellowship building	Yes

Stories	2 max (per CNMP)	2	Yes
Parking Spaces	1 or 1.5 per multi-family unit + Independent calc for Institutional 21 x 1.5 = 32 spaces required for multi-family + 20 more for Fellowship building	53 provided (2 are ADA): • 30 provided at the PCJH parking lot via shared parking agreement • 10 provided in Phase 1 • 13 provided in Phase 2	Yes as conditioned
Bike Parking	1 per 10 parking spaces = 3 bike parking spaces required	48 bike parking spaces provided (24 long-term + 24 short-term)	Yes
Use Designation	• Single-Family Residential	• Single-Family Residential • Multi-Family Residential • Institutional	Yes, if PUD amendment is approved.
Affordable Housing	0.911 units required = fee of \$247,884.03	1 affordable unit	Yes
Trash/Refuse	Required	Provided in both phases	Yes
Lighting	Must be Dark Sky Compliant	TBD at building permit	n/a

CUP Overview

The purpose of a CUP is to individually and publicly review the configuration, density, and intensity of a use that is generally considered by the LDRs to be compatible with the character of a zone, but may require additional, site-specific conditions to limit and mitigate effects that may be adverse to the desired character of the zone. With regard to the applicant's request, it is clear that the proposed Fellowship Building is intended to function as a small-scale accessory space for the main church at 1251 South Park Loop Road (referred to as the "main church"). However, because the main church is on a separate property within a different master planned area (i.e., Tribal Trails PUD), the Fellowship Building needs its own CUP for a new Institutional use even though all of the activities proposed within the Fellowship building already occur within the main church. These uses include bible study classes and other classroom activities, a fellowship hall for youth to gather for social activities, meetings associated with the main church, and a gathering space for the new residents of the 21 units. The main church building will continue as the primary location for activities, bible studies, community events, and large functions.

Staff finds that from an intensity and use standpoint, the Fellowship building will not result in any significant negative impacts such as noise, visual, nuisance, operational nuisances, etc. The space will be used for modest gatherings that already mostly take place at the main church but also provide the residents of the 21 units a place to gather for study, leisure, fellowship, dining, etc. In some sense, the Fellowship Building is also an ancillary building serving the new residents similar to a community park or community building. Overall, staff finds the Fellowship Building to be an appropriate use for this site.

Conformance with the Comprehensive Plan

The subject property is located within Subarea 5.5 – West Jackson Residential which states:

"This residential, STABLE Subarea provides much of the community's workforce housing in a wide variety of housing types, including single family, duplex, tri-plex and multifamily. In the future, effort should be made to ensure that this neighborhood retains its vitality, cohesiveness, and accessibility for the local workforce. An important goal of the subarea will be to maintain a strong sense of ownership and community in the area."

Staff finds that the proposed project is in conformance with the above-mentioned vision. All 18 additional units were previously approved in the CNMP and would add to the existing workforce housing stock already provided in the Cottonwood Park area. In addition, the proposed development is designed with moderately sized units (one, two, three, and four-bedroom options) at a scale that fits into the surrounding neighborhood. Furthermore, the proposal would seek to maintain a strong sense of ownership as the church's intention for the proposed units is for them to be occupied by the local workforce. This is supported by the applicant's statement of intent to voluntarily deed restrict the remaining 20 units after Development Pan approval and pursue available funds through the Housing Preservation Programs which the applicant states are crucial to funding the project.

Conformance with the Cottonwood CNMP

When it comes to the subject property, the CNMP has few applicable physical development standards. The only three standards that staff identified are 1) townhomes are limited to two stories, 2) townhomes are limited to 28' in height, and 3) the perimeter of the overall CNMP, which in this case would be South Park Loop Road, did not require a standard 20' setback but rather provided flexibility by allowing varied perimeter setbacks. As proposed, all buildings are two stories and under 28' tall, and the setbacks along South Park Loop Road vary from 10' to 50' which complies with the CNMP. All other physical development standards such as FAR, LSR, parking, etc. fall to the underlying NL-3 zone with which the proposal complies, as conditioned.

Regarding allowed uses, the records indicate that previous amendments to the CNMP were approved which changed the allowed uses of certain properties or geographic areas. One of the most notable amendments that resulted in a change of use was the Cottonwood Flats area (roughly 6.3 acres) which was changed from commercial to multi-family townhomes. In addition, as mentioned above in the Background section, the subject property has already gone through a change in use from future commercial storage to single-family detached which occurred after the property was annexed into the Town. Staff finds the proposed uses for the subject property are consistent with the overall allowed uses within the CNMP. Staff also finds that the proposed uses are appropriate based on the location of the subject property along the perimeter of the CNMP. The majority of developments along the outskirts are multi-family developments, including the Community Bible Church, while most single-family detached homes are located within the interior of the CNMP. In addition, a large stretch of South Park Loop Road was rezoned to CR-3 in 2018 allowing larger and denser projects in this general area signifying that this general area is appropriate for additional density. Furthermore, the school district is moving forward on a 24-unit workforce housing development along South Park Loop Road and has plans for additional density in the future. In summary, staff finds that the applicant's proposal is consistent with the CNMP from the standpoint of use and overall development pattern.

Staff also analyzed whether adding the proposed 18 units to the subject property would result in a density consistent with existing development allowed under the CNMP. As such, the records indicate that various amendments to the CNMP were approved which shifted/transferred densities from one site or geographic area to another area. As mentioned above in the Background section, the subject property has already gone through a density transfer with the 1993 land exchange agreement which transferred three detached dwelling units from the overall approved density of the CNMP to the subject property. It is important to note that the CNMP approved a range of multi-family densities from 3.7 dwelling units per acre (du/ac) to 11.8 du/ac. As proposed, the resulting density would be 7.2 du/ac which is well within the approved CNMP density range. Furthermore, if the 2.93-acre parcel was able to be divided into 7,500 sf lots, which is the minimum lot size for this zone, roughly 17 single-family lots could hypothetically be created that could result in up to 34 additional units (17 primary homes and 17 ARUs). Below on the following page is a table comparing the densities of several Cottonwood Park developments:

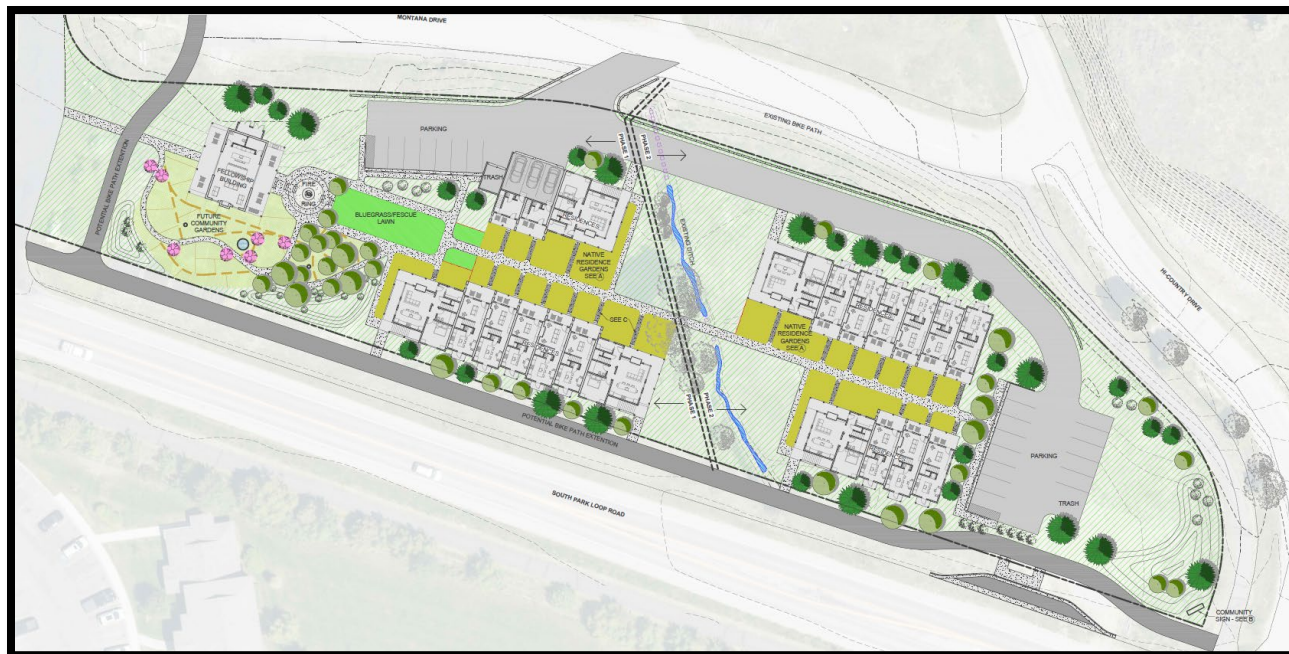
Development	Density
Ellingwood Condominiums	10.9 du/ac
Cottonwood Flats	10.2 du/ac
Corner Creek Phase I	9.5 du/ac
Blair Apartments	10.2 du/ac
Rangeview Subdivision	2.3 du/ac
Total, Cottonwood Park	5.5 du/ac
Proposed Amendment	7.2 du/ac

Building and Site Design

As shown above in the LDR/CNMP Compliance Table, staff finds that the site layout, building location, and building sizes comply with all applicable standards and are compatible with the CNMP which in itself includes a variety of unit/building types and sizes. As proposed, all buildings are two stories, within the 28' height limit, and are broken up into a variety of building densities which helps spread out the massing versus putting all of the units into one or two larger buildings. In addition, the applicant is using only about half of their allowed FAR and is providing moderately sized units which further reduces the overall size of the project. Finally, the architecture and materials are relevant to the character of the CNMP through the use of traditional architecture, pitched roofs, outdoor covered porches, and materials such as natural wood siding and rusted corrugated metal. The design pattern for each building is the same in that the materials alternate from wood to corrugated metal for each unit. Below on the following page is a visual of the sevenplex located along South Park Loop Road:



Staff also finds that the site is thoughtfully designed as it provides an ample amount of open space, adequate landscaping, various internal sidewalks, and several internal gathering spaces that go beyond what is typically seen in most recent developments that otherwise maximize site development, floor area, and density. Aside from the Phase 2 parking lot at the corner of Hi Country and South Park Loop Road, staff supports not locating the internal driveway and Phase 1 parking lot in a visible location directly up against South Park Loop Road. To help screen the Phase 2 parking lot, the applicant proposes a berm and landscaping at the corner which will help reduce the public's view of the parking lot at this prominent corner. Below on the following page is a rendering of the proposed site plan:



Vehicular Access/Circulation

Vehicular access will be taken from the existing driveway to the main church parking lot off South Park Loop Road and a new 20'-wide, 2-way driveway that enters from Montana Drive (a county-owned road) on the northern side of the property. Upon entering the site from Montana Drive, an access driveway runs east and west along the northern portion of the property and dead ends at both the Phase 1 and Phase 2 parking lots. The elevation along Montana Drive is slightly higher than the subject property which will require retaining walls along the northern property line to accommodate the new access driveway. Visually, the change in grade will slightly reduce any perceived visual impacts of the new driveway and townhomes from the properties to the north. The applicant is also conscious of the sight distances between the intersection of the new driveway and the existing pathway along the north property line. Jorgensen Associates has provided a statement that the sight distance to the pathway is not an issue as there are no obstructions and that vehicle drivers' views of the pathway will not be obstructed as they exit the site.

The reason that a new access is proposed off of Montana Drive is tied to a condition of the 1993 land exchange between the County Commissioners and Four Lazy F Ranch that created the new South Park Loop Road alignment. Essentially the condition required access to be taken from Montana Drive and not South Park Loop Road. Since that agreement, however, South Park Loop Road and the subject property have been annexed into Town limits which brings into question the applicability and enforceability of that original condition. Regardless, if that condition is valid or not, Town staff is not opposed to a new access from Montana Drive, especially considering that only 23 of the total 53 spaces would be served from that new access. After speaking with Teton County Road and Levee, who would ultimately decide on this access, they also expressed no concerns over the proposed access from Montana Drive and stated that they would issue a driveway access permit after approval of this Development Plan. Staff has added a condition of approval requiring the applicant to obtain a driveway access permit prior to the issuance of a building permit.

Overall, staff does not have any concerns over the proposed access and circulation plan, especially considering there are no new curb cuts proposed along South Park Loop Road.

Traffic Analysis

Typically, traffic studies are either required by the Town Engineer or voluntarily provided by the applicant in anticipation of some future impact. In this case, The Town Engineer did not require a Traffic Impact Study (TIS) but the applicant voluntarily provided one to review the project's impact on traffic. Although the LDRs have no specific standards for how to process a TIS, often the TIS is used in part to determine if certain required LDR findings can be made before approving an application. In this case, both the Development Plan and CUP have a finding that requires the project and/or proposed use to minimize adverse impacts on public facilities, such as traffic impacts on public roads. Given these important findings, a TIS is the best way for an applicant to help Town decision-makers determine that the findings related to impacts on public facilities have been met. Below are a few of the primary conclusions from the 2023 TIS prepared by Jorgensen Associates:

- The South Park Loop Road/Blair Drive intersection currently operates at a satisfactory Level of Service (LOS) B. However, by the year 2035, the LOS of the intersection is expected to decrease to LOS E. This is due to the LOS of the eastbound through lane on South Park Loop Road currently operating at LOS C. This specific lane would fail in 2035 with or without the proposed development if the transportation network and circulation remain as is.

In conclusion, the proposed development is anticipated to have minimal impacts on LOS and overall traffic on South Park Loop Road. In addition, the proposed housing is located directly adjacent to the main church and PCJH intends to employ the majority of the residents in the new units which helps reduce daily trips to and from work and enables residents to walk to work. However, many of these units could be sold off resulting in vehicle trips to and from the site which is contemplated in the TIS. Based on the 2023 TIS conclusions, staff is able to make the findings that the proposed project minimizes adverse impacts on public facilities.

Parking

Regarding the residential portion of the development, attached single-family units such as townhomes require 1.5 parking spaces per unit if the unit is larger than 500 sf. Since all proposed units are larger than 500 sf, 32 parking spaces are required. The applicant plans to provide 23 spaces on-site (10 in Phase 1 & 13 in Phase 2) and 10 spaces off-site at the Presbyterian Church's existing 251-space parking lot adjacent to the subject property. A shared parking agreement will be recorded to ensure these 10 off-site spaces are provided in perpetuity and staff has added a condition of approval as part of the Development Plan addressing this matter.

Regarding the Fellowship Building, Institutional uses call for an independent calculation to determine the required amount of parking. The applicant, who happens to own the adjacent 251-space parking lot, states that the majority of traffic generated by the Fellowship building will already be served by the main church parking since the Fellowship building is intended to provide a gathering space for uses/activities that already exist within the main church. In response to any concerns about potential new parking demands generated by the Fellowship building, the applicant has offered to dedicate an additional 20 spaces at the main church parking lot. Staff agrees with the applicant's justification and does not find that additional parking is needed for the Fellowship building based on the fact that the church owns and manages both properties and has ample parking to accommodate any small gatherings at the Fellowship building. Shared parking agreements such as these are encouraged because they reduce unnecessary parking lots that often sit vacant and underutilized. Staff has added a condition of approval as part of the CUP requiring that an additional 20 spaces be dedicated, via a shared parking agreement, at the main church parking lot for the benefit of the Fellowship building

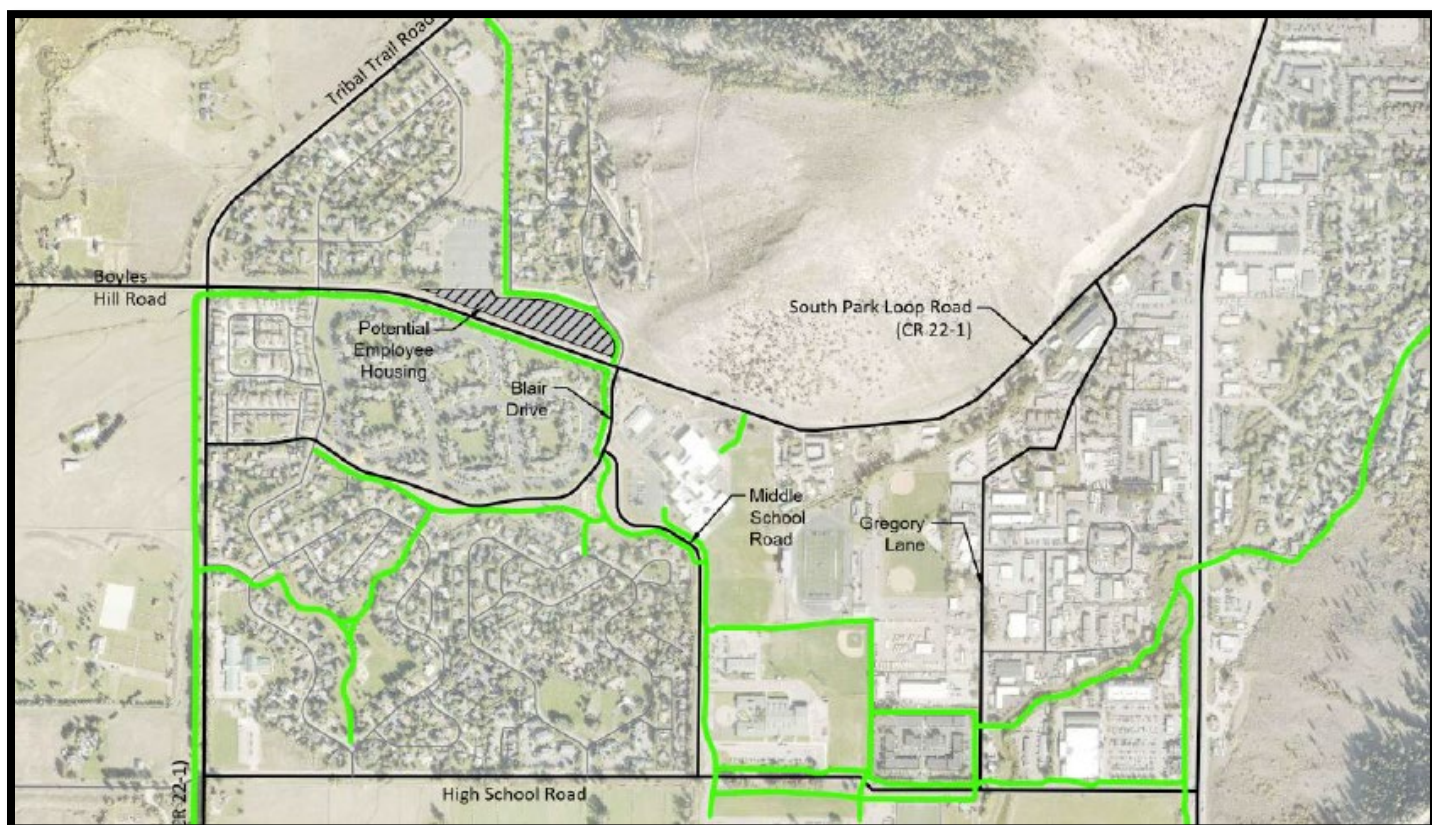
Pedestrian Improvements

Unlike many other zones in Town that have a specific LDR-required pedestrian frontage, such as Trees in Lawn or Trees in Grates, the NL-3 zone has no such standard, and most pedestrian improvements in this area of town

occur as part of a Capital Improvement Project (CIP) managed by Public Works and Pathways. In general, this area currently has various pedestrian improvements including the following that are nearest to the subject property:

- The north side of South Park Loop Road consists of an unprotected bike lane that connects South Highway 89 to Tribal Trails Road.
- The south side of South Park Loop Road consists of a protected bike path that connects Blair Drive west to the South Park Loop Road/Tribal Trails intersection and connects Blair Drive south to High School Road.
- There is a bike path (partially protected and partially unprotected) that runs along the north side of the subject property adjacent to Hi Country Drive and Montana Drive that continues north connecting to Tribal Trails Road.

Below is a map of the currently constructed bike paths for this area of west Jackson:



Currently, the applicant is showing a reserved area for a potential (not proposed) future 8' - 10' protected bike path along the north side of South Park Loop Road which in the future could connect through the subject property and continue north to the pathway that connects to Tribal Trails Road. Further, as part of their proposal, the applicant is committing to record a pathway easement that runs north/south through the site just west of the Fellowship building to allow for the existing pathway to the north to efficiently connect to any future pathway constructed on the frontage of the applicant's property. Jackson/Teton County Pathways Coordinator Brian Schilling is supportive of the proposed easement and appreciates that the applicant is reserving adequate space for a potential future pathway to fit along the north side of South Park Loop Road. With that being said, there is no approved or conceptual road design for this section of South Park Loop Road, and thus instead of building a pathway now and hoping it lines up properly with a future improvement plan, Planning staff is recommending that the bike path not be built now but be considered as a potential future CIP project or as part

of Modernizing Mobility in West Jackson. This is similar to how other projects were treated along South Park Loop Road (i.e., The Loop). The applicant has demonstrated that enough room in the public right-of-way (ROW) exists for a future bike path and staff finds this to be sufficient at this time, especially considering that a bike path already exists along the northern property line. Staff is requiring that the Phase 2 parking lot provide a direct pedestrian connection to the existing bike path at the South Park Loop Road/Hi Country Intersection.

START Bus

START Bus presently provides service along South Park Loop Road with stops just east of Blair Drive and just east of Gregory Lane. The applicant has shown a reserved area for a potential future bus stop and turnout adjacent to their site just west of Hi Country Drive. In speaking with START, while this could be a potential future bus stop location, there are no formal plans at this time. Although there appears to be ample room in the ROW for a turnout and bus stop, START requested that the applicant grant an easement to the Town of Jackson for any future public improvements that would run through a portion of the applicant's property. Being that START is not confident that this is even the right location for a future bus stop and the future roadway design is unknown, staff does not recommend securing an easement from the property owner at this time as that would be premature based on the limited information we have. In conclusion, staff is not recommending that a new bus stop, or easement for future improvements, be required.

Landscaping

The NL-3 zoning district requires that 1 plant unit per lot be provided, and since there will be 21 townhome lots, a minimum of 21 plant units is required. The applicant is proposing 21 plant units as demonstrated on their landscape plan. Amongst the total requirement, the LDRs give credit toward existing vegetation and there are 44 existing trees and 5 existing shrubs, mostly in the western portion of the parcel, that will be maintained. The additional trees and shrubs proposed have been placed around the perimeter of the site to help soften and screen the parking and buildings. Staff finds that the proposed plan complies with the LDRs and the intention of the landscaping section which seeks to screen and soften parking and physical development from public streets and adjacent properties.

Irrigation Ditch & Wetlands

The subject property has an existing irrigation ditch bifurcating the property down the middle. The LDRs require a 15' ditch setback which the applicant is adhering to. In the Aquatic Resources Inventory analysis done by Biota, linear emergent wetlands are shown along the fringe of the irrigation ditch that are a result of the ditch itself and staff does not find these to qualify as wetlands. Wetlands are typically influenced by natural groundwater. In checking with Teton County on how they would address this situation, they also confirmed that only a 15' ditch setback would apply and not the 30' wetlands setback.

Affordable/Workforce Housing

Leading up to the Planning Commission meeting, the applicant had submitted a housing mitigation plan proposing to voluntarily restrict all 21 units upfront with a workforce employer ownership restriction (for qualified businesses) instead of paying the required fee-in-lieu that results from their 0.911 unit requirement. The applicant planned to willfully deed restrict the units upfront in order to seek funding from the Housing Preservation Program. The Presbyterian church has been approved by the Housing Department as a qualified local business (letter attached) and is eligible to apply for funding through the Housing Preservation Program funding. However, in order to qualify for those funds, the units technically need to exist (i.e., be constructed) as market units before a request can be made to place a restriction on them and seek funds.

After the Planning Commission meeting, and after realizing that qualifying for funds cannot occur until after the units are built, the applicant amended their original housing mitigation plan and now proposes placing an affordable deed restriction on a two-bedroom unit within the 80-120% AMI category instead of paying the fee-in-lieu which is allowed by the LDRs. The remaining 20 units would remain market. After Development Plan approval, the applicant states that they would seek to deed restrict the remaining 20 units with a workforce employer restriction as soon as possible to secure funding through the Housing Preservation Program. Staff confirms that the applicant's housing mitigation plan to deed restrict one unit as affordable complies with the LDRs and the applicant is not obligated to go any further with restricting units. However, Planning and Housing Department staff support their intention to use the Housing Preservation Program to secure funding and further restrict units.

Regarding the Fellowship building, Institutional uses require an independent calculation wherein the applicant justifies and explains the amount of employee generation associated with the new use, if any. The applicant states that the Fellowship building will serve as an accessory building/use to both the new residential units and the main church and therefore will generate no new jobs or employees. Additionally, the applicant states that the use of the Fellowship building will essentially provide an alternative location for activities that are already occurring on the main church campus and that any employees who may staff these church-related activities are already employed by the main church. After considering the applicant's justification, staff concludes that the Fellowship building does not generate any new employees because it will serve as an accessory gathering space for the main church and the use itself is not creating the need for new staff to operate and maintain it.

Bicycle Parking

This application was deemed sufficient under the previous (i.e., prior to recent LDR amendment increasing bike parking requirements) bike parking standards which required 1 bike parking space per 10 parking spaces which requires 3 bike parking spaces. However, the applicant has provided a total of 48 bike parking spaces, which is well beyond the minimum standard. Phase 1 proposes 12 spaces in 6 long-term bike lockers and 12 short-term spaces via 6 racks with space for two bikes each. Phase 2 proposes an additional 24 spaces, 6 bike lockers with space for two bikes each, and 6 bike racks also with space for two bikes each. All long-term bike storage will be accommodated in a shared basement space underneath the unit blocks and will be accessible to guests and residents via a staircase and door at the east end of the Phase 1 units and the west end of Phase 2 units. Staff finds that the proposed bike parking exceeds the minimum requirements of both the previous and newly adopted bike parking standards LDRs.

Noise / Visual

As part of the CUP for the Fellowship building, the LDRs require consideration of whether the proposed use will have adverse noise and visual impacts. Staff finds that from a visual standpoint, there will not be any significant negative impacts beyond what is typical of a church. The building is only 1,500 square feet and 20' tall which is smaller than most single-family homes. The building is also setback roughly 80' from South Park Loop Road and over 100' away from the nearest property to the north in the Hi Country subdivision. In addition, the building is situated in the westernmost part of the site close to the main church building where the vast majority of church activity already occurs. Furthermore, ample landscaping is being proposed to the south of the building which will help screen it from public view along South Park Loop Road.

Staff finds that from a noise standpoint, there will not be any significant negative impacts beyond what is typical of a church. In fact, the Fellowship building is an ancillary small-scale church gathering space and will not function as a primary church service building. It will be limited to smaller gatherings, bible studies, dinners, meetings, etc., that will occur within the building itself. Once the Fellowship building is built and operating, it will fall under the same noise ordinance regulations as surrounding properties which limit noise to 55 decibels from 7:00 AM to 7:00 PM, and 50 decibels from 7:00 PM to 7:00 AM.

Staff finds that the proposed Fellowship building minimizes noise and visual impacts.

Design Review Committee (DRC)

On March 13, 2024, the DRC conceptually reviewed the Presbyterian Church's proposed development and was generally supportive of the design, layout, and architecture. The DRC provided some initial feedback on the landscaping garden, the use of the corten metal, the need for additional 3D perspectives, and or minor suggestions about the architecture. The DRC later reviewed the project on April 10, 2024, for final review and unanimously recommended approval to Town Council with the following suggestions:

1. Consider moving the entry sign closer to the actual entrance of the development.
2. If a fence is built due to bear regulations the DRC would like to review it.

Planning Commission

On April 17, 2024, the Planning Commission (PC) reviewed the project and unanimously voted to recommend approval of all three items to the Town Council. There was lengthy discussions over the ownership of the unbuilt 59 units, the appropriateness of the proposed density, the nature of the Fellowship building, the project's relationship to the church in terms of long-term ownership, the proposed housing mitigation, vehicular access, bike path safety, traffic issues along South Park Loop Road, and general neighborhood impacts to the Hi Country & Larry's subdivisions to the north. There were also numerous public comments, mostly those in opposition to the project due to its perceived impact on their neighborhood. Below is a summary of the main discussion topics and questions posed by the Planning Commission:

- **PC asked where else in the CNMP could the additional units be built.** Staff responded that although it is hard to speculate about such a question, it appears that Blair Place and the Community Bible College have the most amount of open space for potential future density.
- **PC asked if the applicant was trying to use units that perhaps belonged to another property or person.** Staff responded and clarified the applicant is requesting additional units that were already approved in the CNMP but were unused. Only the Four Lazy F Ranch, Inc., has made a claim to these unused units. The applicant has now agreed to purchase 18 unused units from the owner of those unused units. The applicant is not asking or seeking to take any entitlements or units from someone else's property within the CNMP.
- **PC asked if the land exchange agreement is being violated by allowing some access from SPLR.** Staff responded and confirmed that the land exchange agreement was enforceable by the County when South Park Loop Road and Parcel 1 were located in County limits. Now that both are annexed into Town limits, the Town has no opposition to allowing the existing access on South Park Loop Road to be used. Staff also confirmed with the County that they have no opposition to the proposed access off of Montana Drive.
- **PC asked if the remaining ownership of density needs to be solved today.** Staff responded that although the 40-year record was not crystal clear on ownership of unbuilt units, the applicant has provided adequate proof that Four Lazy F Ranch owns the 18 units being transferred and nobody else has claimed ownership.
- **One PC member preferred a workforce ownership restriction over the proposed workforce employer ownership restriction.** Staff responded and stated that because the applicant is choosing to voluntarily restrict units, the Housing Department allows either restriction type to be proposed [the applicant's housing plan has been changed since this discussion as stated above].
- **Some PC members expressed concern over wildlife impacts.** Staff responded and stated that this property is not within the Natural Resource Overlay and thus there are no regulatory requirements for an Environmental Analysis. The only on-site resource that is protected is the open ditch which requires a 15' setback on either side.

- **PC stated that the applicant should take some of the public comment/neighbor concerns into consideration, perhaps around access impacts.** This was directed toward the applicant thus staff did not respond.
- **PC discussed the down payment assistance and housing preservation programs.** Staff responded and clarified that the applicant will need to clarify which program they intend on using. At that time it was unclear. Since the applicant revised their housing mitigation plan this matter is resolved.
- **PC was unclear about what they were approving with regard to the CUP's size and intensity. What happens if the use changes? Ownership change?** Staff responded by stating that they were approving a 1,500 sf building, no larger, for use associated with the PCJH. Because this is a CUP for church use, the only approved use for the building is a church and any change in use would require approval from the Town. Ownership could change and the LDRs do not prohibit that.
- **PC asked whether these units could be sold off.** Staff responded and clarified that they could be sold. The one affordable unit could be sold to a qualified individual, and the remaining 20 workforce units, assuming the applicant pursues that, could be sold to a qualified business other than the church.
- **PC wondered what would happen if only the Fellowship building gets built.** Staff responded and clarified that if the PUD Amendment is approved to allow Institutional uses, and the CUP is approved, the Fellowship building could be built solely by itself without the residential units. The inverse could happen as well, that being the residential units could be built but the Fellowship building doesn't.

Public Comment

Public comment has been received and is attached to this staff report.

John Graham, attorney, spoke on behalf of 4 Lazy F Ranch. James Musclow spoke regarding the units remaining after this project is completed. He questions who owns these units and about resulting traffic impacts from this project. Ryan Peterson spoke regarding the best use of this parcel, and questioned the church's need for staff housing. He also feels that the impact to wildlife would be great and that traffic would be impacted. Dan Heilig spoke regarding the entry and questioned whether there could be other options for access. Janice Skinner spoke about the impact to wildlife, she has concerns about density and access from Montana Drive. Scott Garland asked the Commission to walk the area to get a feel for the area in regards to density. He also questioned the legality of ownership. Matt Kim Miller spoke on behalf of the applicant (lawyer) and discussed vested rights. Robert Warburton spoke regarding whether the housing could be placed on a different part of the church's land.

Comprehensive Plan & Priority Alignment.

ITEM A (P23-206): LDR Section 8.2.13.D.3 states that an amendment to an existing PUD or other special project identified in 1.8.2. C. for which the original PUD option is no longer available shall:

- Improve the implementation of the desired future character of the area identified in the Jackson/Teton Comprehensive Plan.*

Complies. Staff finds that the proposed PUD Amendment complies with the desired future character for Subarea 5.5 – West Jackson Residential which acknowledges this area provides much of the community's workforce housing in a wide variety of housing types, including single-family, duplex, tri-plex and multifamily. This subarea also calls for efforts to be made to ensure that this neighborhood retains its vitality, cohesiveness, and accessibility for the local workforce which aligns with the proposed use of this development. An important goal of the subarea is to maintain a strong sense of ownership and community in the area which further aligns with the idea behind this amendment which is to provide workforce deed-restricted housing for the Presbyterian Church.

- b) *Comply with the requirements of the underlying base zoning to the maximum extent practicable.*

Complies. Staff finds that the proposed development and use of the subject property complies with the underlying NL-3 zone to the greatest extent possible.

- c) *Complies with the standards of the Natural Resource Overlay (NRO) and Scenic Resource Overlay (SRO), if applicable, and*

Not applicable. The property is not within the NRO or SRO.

- d) *Not adversely impact public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMS facilities.*

Complies. Staff finds that the PUD Amendment does not adversely impact public facilities. The Cottonwood Park CNMP historically contemplated a total of 785 dwelling units and the applicant is not seeking to go beyond that total number. In addition, the TIS states that the addition of the 21 units results in minimal impact on the transportation network at the time of the facility's opening and that the South Park Loop Road/Hi Country Drive intersection approach will remain at a LOS A to B range and experience a minimal increase in delay.

ITEM B (P23-204): 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 the project does not adversely impact public facilities. The Cottonwood Park CNMP historically contemplated a total of 785 dwelling units and the applicant is not seeking to go beyond that total number. In addition, the TIS states that the addition of the 21 units results in minimal impact on the transportation network at the time of the facility's opening and that the South Park Loop Road/Hi Country Drive intersection approach will remain at a LOS A to B range and experience a minimal increase in delay.

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

Complies. The DRC reviewed and recommended approval of this project as presented on April 10, 2024, finding that the project complies with the Design Guidelines.

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.*

Complies. As conditioned, staff finds that the proposed project is in substantial conformance with the allowed density, allowed uses, and physical development standards found within the Cottonwood Park CNMP.

ITEM C (P23-207): All Conditional Use Permit proposals may be approved only if all of the following findings are made:

1. *The proposed project is compatible with the desired future character of the area.*

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

2. *The proposed project complies with the use-specific standards.*

Complies. Staff finds that the proposal is compliant with the standards of Division 6.1. The proposed Institutional use is an allowed use within the Cottonwood Park CNMP with the approval of a Conditional Use Permit.

3. *The proposed project minimizes adverse visual impacts.*

Complies. As conditioned, staff finds that the proposed project will minimize the visual impact on adjacent lands. The Fellowship Building is located well over 100' from adjacent residential development in any direction and will be adequately screened with landscaping. In addition, the size and height of the building is not only compatible with surrounding development, it is actually smaller than most buildings and single-family homes in the immediate vicinity.

4. *The proposed project minimizes adverse environmental impacts.*

Complies. Staff finds that the proposed use will not have an adverse environmental impact. The project will be developed on either side of an open irrigation ditch and will adhere to the 15' ditch setback required for all structures. The irrigation ditch will be culverted underground in two locations beneath the access driveway along the northern property line and the internal pathway that connects Phase 1 to Phase 2. In addition, the site is not located within the NRO and SRO, and all proposed use and operations will be required to comply with the Town's sewer and stormwater standards typical of any development.

5. *The proposed project minimizes adverse impacts from nuisances.*

Complies. Staff finds that the proposed use minimizes adverse impacts on nuisances because all uses and operations that will occur within the Fellowship building already occur at the adjacent main church campus.

6. *The proposed project minimizes adverse impacts on public facilities.*

Complies. As conditioned, staff finds that as conditioned the project does not adversely impact public facilities. The Fellowship building is viewed as an accessory building to the main church and all proposed uses of the new building already occur at the main church site. In addition, the TIS states that the addition of the 21 units results in minimal impact on the transportation network and will not degrade the LOS at the nearby intersection at South Park Loop Road and Hi Country Drive.

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

Complies. As conditioned, staff finds that the proposed use and building improvements comply with the provisions of the LDRs and with all other Town Ordinances.

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

Complies. Staff finds that the proposed project is in substantial conformance with the allowed uses and physical development standards found within the Cottonwood Park CNMP.

Possible Alternatives.

1. Approve the Development Plan with less density. The Council could approve the Development Plan for a lesser density than 21 units.
2. Deny the PUD Amendment, Development Plan, and CUP. The Council could deny the PUD Amendment based on its inability to make the required findings. If so, then the Development Plan and CUP cannot be approved as they are both dependent upon the PUD Amendment approval.
3. Deny the CUP but approve the Development Plan. The Council could approve only the Development Plan for the residential units but deny the CUP for the Fellowship building. This would be based on the Council's inability to make all of the findings for the PUD Amendment for the proposed Institutional use and if the findings cannot be made for that specific, then the CUP must be denied.
4. Deny the Development Plan but approve the CUP. The Council could approve only the CUP for the Fellowship building but deny the Development Plan for the residential units. This would be based on the Council's inability to make all of the findings for the PUD Amendment for the proposed Multi-family Residential use and if the findings cannot be made for that specific use, then the Development Plan must be denied.
5. Other.

Fiscal Impact.

No fiscal impact has been identified at this time.

Staff Impact.

The amount of staff time to review this Development Plan, PUD Amendment, CUP, meet with department staff and applicants, and report drafting is approximately 100-120 hours.

Attachments or Links.

Applicant's Supplemental Email Dated 7.3.24

Department Reviews

Applicant Submittal

Public Comment

Suggested Motion.

ITEM A: I move to **approve** PUD Amendment P23-206 to amend the Cottonwood Park CNMP to allow “Multi-family Residential” (i.e., condominiums, townhomes, apartments) and “Institutional” (i.e., church) as allowed uses at the property addressed at 1201 South Park Loop Road, based upon the findings presented in the staff report, the departmental reviews, and subject to this staff report dated July 15, 2024.

ITEM B: I move to **approve** Development Plan P23-204 for a two-phased development of 21- townhome units totaling 25,466 sf of above-ground habitable at the property addressed at 1201 South Park Loop Road, based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated July 15, 2024.

ITEM C: I move to **approve** Conditional Use Permit P24-007 for a new Institutional use, specifically for a 1,500 sf ancillary church building at the property addressed at 1201 South Park Loop Road, based upon the findings and condition presented in the staff report, the departmental reviews, and subject to this staff report dated July 15, 2024.

ITEM D: I move to **approve** a fee waiver request to waive all planning and building permit application fees and direct staff to refund any application fees that have already been collected.

From: Bill Collins <collinsplanning@bresnan.net>
Sent: Wednesday, July 3, 2024 3:46 PM
To: Tyler Valentine
Cc: Mike Halpin; Scott O'Hare; Mike Welch
Subject: PCJH

Tyler,

As we continue to think about the PCJH plan and consider the Council's discussion in last Monday's meeting, we wish to clarify a point about the Shared Parking Agreement. We view this agreement as requiring all residents of the 21 units to use the shared spaces in the Church parking lot for guest parking and to park any extra (more than 1) vehicles, regardless of whether they are employed by PCJH or employed by someone else. We would make any revisions to the wording of the agreement as necessary to make this point clear. We also would record the agreement for both the Church and the residential properties to ensure the agreement is identified during a title search related to any future sale of either property.

After we review the staff report next week, we may wish to submit a letter to the Council and planning department with further clarifications or explanations. The short time between the two Council meetings reduces the opportunities to exchange information prior to the staff report, but there should be sufficient time to convey information prior to the Council meeting.

Thank you for your continued work on the application.

Bill Collins

Collins Planning Associates

P.O. Box 7441

Jackson, WY 83002

(307) 690-4436

collinsplanning@bresnan.net

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P23-204		BUILDING DEPARTMENT COMMENTS	Structures must meet the most current adopted building codes at the time of permitting		
P23-204		DETERMINATION OF SUFFICIENCY	1. This PUD Amendment seeks to add new uses, densities, and development processes. The application needs to clearly provide a new development table and allowed uses table showing existing and proposed. For example, a use table needs to be proposed that shows Detached Single Family as an allowed use along with Apartment or Attached Single Family as proposed uses. Staff recommends taking the entire NL-3 zone and redlining it specific to this property so that it is clear what can and cannot be built. 2. More details on the use and management of the fellowship building are needed. Currently, the property is residentially zoned and any church-related uses or gatherings are considered Institutional which requires a Conditional Use Permit (CUP). The application provides very little information on this building which leaves the question open as to who uses it on a daily, weekly, monthly, or yearly basis. Town Staff, neighbors, and the Council will want to know its full potential and use. Please provide details on this building, how it is managed, who approves when it can be used, hours of its operation, etc. Staff recommends that the applicant provide these details before re-submitting so that staff can determine whether a CUP is required or not. 3. Please provide dimensions for all drive aisles, parking spaces, back-out distances, etc. Also, Both South Park Loop Road and Montana Road are considered primary streets which require a 20 building setback for primary structures and 30 for accessory structures. Please show this change in the application and on the site plans. 4. During the reapplication conference it was presented, and understood, that the 1-unit of density on Parcel 2 would be transferred to Parcel 1. The idea was to shift and cluster all density onto the flatter development site (Parcel 1) to reduce disturbance near the hillside (Parcel 2). Transferring the unit was also part of the trade-off of staff supporting additional density being transferred to Parcel 1 from the overall unused Master Plan units. The application needs to address this density transfer as it was, and still is, part of staffs consideration of this request. 5. The Housing Mitigation section needs more details and at minimum needs to show what the base housing requirement is (i.e., the calculator). This development may already be 100% mitigated since these units were approved well before the housing program was created in 1994. However, the applicant needs to provide more details on what their required housing is and how they intend to comply. Also, if the idea is to propose an exemption to the standard workforce restriction, now is the time to provide some of the details on who will be living in these units, the demand for year-round/seasonal workers, etc. 6. 2D elevations of all buildings are required. Please include callouts of the proposed materials on the elevations. 7. The application mentions an Administrative Adjustment or shared parking agreement to comply with the parking requirement. Which one is it? If an Administrative Adjustment is requested, that needs to be checked on the planning application and requires a separate fee. If a shared parking agreement is proposed, which makes the most sense since the church has plenty of extra parking, the application needs to state how it plans to manage it, sign it, and ensure in perpetuity that the		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
			necessary parking remains on Parcel 1 in the event Parcel 1 is sold or subdivided into townhomes or condominiums.		
P23-204		ENGINEERING DEPARTMENT COMMENTS	Development Plan - APPROVED with Conditions P23-204 Development Plan ADDRESS: 1251 South Park Loop Road OWNER: Presbyterian Church of Jackson Hole APPLICANT: Jorgensen Associates 3/5/2024 Jeff Silliman and Brian Lenz, 733-3079 DATE OF SUBMITTAL: 11/10/2023 DATE OF MATERIALS: Plans, 10/10/2023 REVISION NO.: 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. CONDITIONS OF APPROVAL A)The water, sewer, and storm systems shall be privately owned and operated. B)The domestic water shall be master metered and backflow protected in a building or an above grade all weather enclosure. PROJECT SPECIFIC COMMENTS GENERAL 1)The project should provide for on-site mail delivery. SEWER 2)For accurate wastewater metering and billing a meter should be installed on the wastewater force main. Sheet C1.0 3)Clarify the purpose of the manhole shown adjacent to the prospective bus stop on the SE portion of the project. What if any pipes are connected to this structure? 4)The proposed sewer main routing is past several trees that may pose a problem for root infiltration, access, and maintenance of the sewer line. Consider routing through the parking lot. 5)Clarify if lift station is needed where proposed sewer bends 90 degrees to the west at the NE corner of the project. A lift station in this location will be difficult to operate and maintain. Review and revise accordingly.		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
			6)Our records show that the sewer line in Seneca Lane flows to the south and the proposed connection is in the up stream direction. Review and revise accordingly. 7)Provide a plan for flushing the water main with each phase. 8)Provide hydrants for fire protection and water main flushing and maintenance. 9)Engineers report states 6 domestic and 6 fire line. A single 6 line shown on plans. Only one tap for the property will be allowed unless hydraulically justified. Review and revise accordingly. 10)The intersection with Montana road should be perpendicular to Montana. Westbound interior radius is tight. Slopes and having a max grade of 5% approaching the road should be reviewed; or as approved by the county access permit. Provide a note that the stormwater infiltration requires WYDEQ 5D2 permit. Sheet C3.0 11)Remove detail X/CX.X for 1.5 and 2 inch water services. This detail is out of date and should not be used as galvanized pipe is not allowed. Clarify which services are this size. Review and Revise accordingly. 12)Fire Service Entry Detail: This does not match the Engineers report. Residential units with compliant 13D residential systems (water filled, not fire department connections) do not require separate domestic and fire entries. Review and revise. 13)Service Connection Thaw Wire Detail: No galvanized pipe allowed. Thaw wire may be used on copper pipe. Review and revise. 14)For valves within the right of way, no Concrete Collar for water valve lids. Use HMA or UPM cold mix note. Sheet C3.2 15)Town is revising the standard for manholes to eliminate steps in order to reduce the potential for unauthorized entry. Standard Manhole Detail: Eliminate built in steps. 16)Manhole Collar: Eliminate concrete collar and use a hot mix collar. Sheet C3.3 17)Sanitary Sewer Service and Building Cleanout Detail: Check compatibility of SCH40 PVC services with ASTM D3034/D312 specs for rubber gasketed bell and spigot from testing tee to elbows. 18)Confirm if storm pipe will be SCH40 PVC and sanitary pipe will be SDR 35. Sheet A-02 19)Fellowship cabin requires grease mitigation on the sewer line.		
P23-204		FIRE DEPARTMENT COMMENTS	Project must meet the requirements of the current International Fire Code (IFC) including but not limited to fire department access and an approved automatic sprinkler system.		
			The applicant is requesting approval of a Development Plan, PUD Amendment (the Cottonwood Park Complete Neighborhood Master Plan), and Conditional Use Permit for the development of 21 residential units adjacent to the Presbyterian Church on South Park Loop Road. Affordable Workforce Housing Standards: The applicant proposes that no housing mitigation is required for the 21 residential units, citing two different exemption standards: 1.Town of Jackson Land Development Regulations (LDRs) Section 1.8 Transitional Provisions.		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
			This section speaks to approved permits and approvals, including PUDs, and states that they shall remain valid and shall not be considered nonconforming regardless of their compliance with these LDRs and that, The standards of the PUD shall apply except where the PUD is silent, in which case the standards of the underlying zoning shall apply. This application provides that, since the Cottonwood master plan was approved prior to the existence of affordable housing regulations, this development is exempt from any housing mitigation requirement. However, it is not clear if the exemption is a standard of the master plan, or if the master plan is silent on housing mitigation and thereby development should be subject to the underlying NL-3 zone standards on housing mitigation. Additionally, LDR Section 6.3.2.B states that, Employee generating development approved prior to December 18, 1995 which has not yet been developed shall also be subject to this division [Division 6.3 Affordable Workforce Housing Standards] upon submittal of any required application to complete the development. It is not clear from the application if the 21 proposed townhomes were previously included in a development approval after December 18, 1995 where housing mitigation was contemplated and either exempted or satisfied. Portions of Development Plan staff reports from 2008 are included in Attachment 6 of this application (starting on page 204 of the pdf) and show that housing mitigation was required for a previous 65-unit townhome development (Cottonwood Flats), but it is not clear if this supporting material is meant to show that the proposed 21 townhomes are related to a development approval since 1995 or if this material should convey precedent that entitled undeveloped residential units in the Cottonwood PUD are not exempt from housing mitigation standards at time of development. If this mitigation exemption is found not to be applicable to proposed development, mitigation will be due prior to Building Permit issuance. Under current standards, the 21 attached homes, unrestricted, would generate the following mitigation requirement: This requirement could be satisfied by restricting one 2-bedroom unit as an 80-120% Median Family Income Affordable home and paying a fee-in-lieu for the partial 0.007 unit. 2.LDR Section 6.3.2.C Exemptions, 1. Housing Department Unit. Considering the applicants proposal to voluntarily restrict homes as Workforce housing, if all proposed residential units are subject to a deed restriction administered by the Housing Department, the mitigation exemption referenced may apply. The application explains that, although Workforce deed restriction of all homes is proposed, a portion of the homes will likely be used seasonally and may not meet minimum lease period or qualified household requirements of the Housing Department Rules and Regulations. The landowner must either seek approval of deed restrictions amended from the effective Workforce restriction template from the Jackson Town Council prior to recordation on each unit/land, or seek approval of an exception to specific standards of the recorded template Workforce restriction prior to occupancy by a household that does not meet the restriction standards. Applications for consideration of exceptions to the Rules & Regulations are accepted by the Housing Department according to the procedures of Section 8-3 but approval is not guaranteed. A 1,500 square foot community building is also proposed as an Institutional use on the site, but		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
			there is no mention of associated housing mitigation included in section 2.G Housing Mitigation Plan, Deed Restrictions of the application narrative. Institutional uses are assessed for housing mitigation requirements via an independent calculation. The Town Planning Department is responsible for assessing applicable LDR standards related to the amount of housing mitigation obligation from employee generating development, so the above LDR excerpts are only highlighted to assist Planning Staff in making a determination. Housing Staff takes responsibility for ensuring that the required housing mitigation amount is satisfied through acceptable methods and follows long-term compliance requirements. Livability Standards: Each restricted Affordable or Workforce housing unit shall include, at a minimum, the components of livability required by the Housing Department Rules and Regulations. Based on my initial review of the plans provided in this application, all proposed housing units meet Livability Standards required by the Housing Department Rules & Regulations, with the following exceptions that must be addressed by the applicant prior to finalizing building plans for a Building Permit: 1-bed, 695sf (1 unit) - oMinimum of 5 lienal upper cabinets required in kitchen - oMinimum 3 continuous kitchen counter space required - oMinimum 30 kitchen sink width required - oMinimum 30 range/oven width required - oEating/dining area for at least two people required - oMinimum 30" wide, 7.5' high, 26" deep linen closet required - oMinimum 4sf bathroom storage required (may be under sink/in vanity) - oBedroom closet is undersized minimum is 6' wide, 7.5' high, 26" deep (13sf) and 3'7" wide x 3' deep (10.75sf) is proposed 1-bed, 760sf (1 unit) - oMinimum of 5 lienal upper cabinets required in kitchen - oMinimum 3 continuous kitchen counter space required - oMinimum 30 kitchen sink width required - oMinimum 30 range/oven width required - oEating/dining area for at least two people required - oMinimum 30" wide, 7.5' high, 26" deep linen closet required - oMinimum 4sf bathroom storage required (may be under sink/in vanity) - oBedroom closet is undersized minimum is 6' wide, 7.5' high, 26" deep (13sf) and 3'7" wide x 3' deep (10.75sf) is proposed 2-bed, 962sf (8 units) - oMinimum of 6 lienal upper cabinets required in kitchen - oMinimum 3 continuous kitchen counter space required - oMinimum 32 kitchen sink width required - oEntryway must include closet or hooks/space for coats and boots - oMinimum 4sf bathroom storage required (may be under sink/in vanity) - oMinimum 40sf additional storage for large/outdoor items required		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P23-204		JOINT HOUSING DEPARTMENT COMMENTS	2-bed, 1090sf (6 units) oMinimum of 6 lienal upper cabinets required in kitchen oMinimum 32 kitchen sink width required oEntryway must include closet or hooks/space for coats and boots oMinimum 4sf bathroom storage required (may be under sink/in vanity) oMinimum 40sf additional storage for large/outdoor items required 4-bed, 1955sf (5 units) oMinimum of 7 lienal upper cabinets required in kitchen oMinimum 32 kitchen sink width required oMinimum 4sf bathroom storage required (may be under sink/in vanity) oCloset space in the first floor must meet minimum size standards oMinimum 50sf additional storage for large/outdoor items required All Units oMaterials and finishes: Countertops must be new, durable and cleanable material. Flooring must be new carpet, wood, tile, vinyl, linoleum or concrete with 10-year warranty. Water resistant (no carpet) flooring required in kitchen and bathrooms. Bedroom closets must include installed shelf over rod. All other closets must include necessary shelving and/or fixtures for resident use. Appropriate noise mitigation material must be installed in shared walls, ceilings and floors. Confirm that windows can open for ventilation and access to outside air. Where ped/vehicle access adjacent top-down window coverings required to be installed oAppliances: Refrigerators must be a minimum of 20 cubic feet in 1-bedroom units and 25 cubic feet in 2 and 4-bedroom units. Dishwasher must be full-sized (24 wide minimum) New, Energy Star, UL-listed with 1-year warranty. Include ventilation fan over range. Garbage disposals are required in restricted units if they are included in market (unrestricted) units. Furnace/ boiler/water heater must be appropriately sized for number of residents and have minimum 5-year warranty. oShared Parking: Parking provided for restricted units must be equivalent to parking provided for market units in the development. Must be numbered/designated with at least one space accessible per restricted housing unit. Assignment/use must be codified in writing (resident lease or CC&Rs, etc.) Process & Conditions of Approval: The following conditions of approval are recommended by the Housing Department to be included		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
			upon approval of the Development Plan. 1.Required components of livability. Restricted housing units shall include, at a minimum, the components of Livability Standards required by Sec. 3-3 of the Housing Department Rules and Regulations. Prior to applicants submittal of Building Permit, the Livability Standards Questionnaire (https://www.tetoncountywy.gov/DocumentCenter/View/15860/Livability-Standards-Questionnaire-Interactive) shall be completed for each unit and submitted to the Housing Department for review along with floor plans that include dimensions and a functional furniture placement diagram. a letter from the Housing Department will be issued to the applicant stating whether the unit(s) are compliant with Livability Standards or whether there are required changes. a Livability Standards Letter from the Housing Department that confirms approval is required to be included in any Building Permit application. Prior to issuance of Certificate of Occupancy, the Housing Department shall inspect the site to ensure restricted units were built to approved Livability Standards. 2.Deed Restriction. To ensure continued compliance with the standards of the Town of Jackson Land Development Regulations and the Housing Department Rules & Regulations, the property shall be subject to a deed restriction for housing, on all applicable dwelling units, in perpetuity, in a form established and approved by the Housing Department. Prior to issuance of Certificate of Occupancy, a special restriction drafted by the Housing Department using the applicable approved Restriction Template will be recorded on the unit/property. The applicant will be responsible for payment of recording fees. the leasing agent/realtor/property manager or person managing residents shall attend a Compliance Conference with the Housing Department to learn how Workforce and Affordable households are qualified for residency in restricted units. Thank you for the opportunity to review this Development Plan. Please contact me with any questions.		
P23-204		PATHWAYS DEPARTMENT COMMENTS	Bike parking looks good. Pathway alignment looks good. One suggestion is to create a pedestrian link between the Phase 2 parking area and the pathway behind the bus shelter. It is likely that residents who are biking to the development and planning to park their bikes at the racks in the Phase 2 rack area would opt for the shorter route from the pathway by the bus shelter (even if it involves going over the dirt for a short distance) rather than going around on Hi-Country and Montana and then backtracking to the bike racks. Staff recommends paving a short connector to the parking lot or the residents will likely just pack in a "desire trail" anyway.		
	11/20/2023	INITIAL REPORT		LPOTZ@JACKSON WY.GOV	11/20/2023

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
	11/28/2023	PC ROUGH DRAFT		TVALENTINE@JACKSONWY.GOV	01/26/2024
	12/08/2023	COMPLETE REPORT		BSCHILLING@JACKSONWY.GOV	
	02/14/2024	PC FINAL DRAFT		KSLUDER@JACKSONWY.GOV	02/14/2024
	03/04/2024	START DEPARTMENT COMMENTS		JSILLIMAN@JACKSONWY.GOV	03/04/2024
	03/11/2024	FINAL LETTER		KMALONE@JACKSONWY.GOV	03/19/2024
		POLICE DEPARTMENT COMMENTS			
		PLANNING COMMISSION REVIEW AND RECOMMENDATION			
		DETERMINATION OF SUFFICIENCY			
		COMPLETENESS REVIEW			
		PLANNING DEPARTMENT COMMENTS			
		PARKS AND RECREATION DEPARTMENT COMMENTS			
		LEGAL DEPARTMENT COMMENTS			
		FINAL REPORT			
		TOWN COUNCIL MEETING			
		TC PUBLIC NOTICE			
		PC PUBLIC NOTICE			
		PC KEY ISSUES			



Jackson/Teton County Affordable Housing Department

Stacy A. Stoker

Housing Manager

ssroker@tetoncountywy.gov

P: 307.732.0867

December 18, 2023

Presbyterian Church of Jackson Hole
1251 S Park Loop Rd
Jackson, WY 83001

Dear Presbyterian Church of Jackson Hole,

This letter is to inform you that you are approved as a Local Business and are eligible to apply for funding through the Housing Preservation Program through the Jackson/Teton County Affordable Housing Department.

You are eligible to apply for a Deed Restriction Purchase or Down Payment Assistance to restrict an existing housing unit that is not otherwise restricted, to be used as a Workforce Rental. Once approved for funding, the Housing Department will pay you 10% of the appraised value of the unit not to exceed \$100,000 in exchange for recording a Workforce Rental Restriction on the unit, so long as funding exists.

The restriction will require that the tenants in the unit qualify under the Workforce Housing Program which includes the following:

1. At least one adult in the household must work at least an average of 30 hours per week or 1,560 hours per year.
2. At least 75% of the household's total income must be earned from a Local Business.
3. Nobody in the tenant's household may own any other residential real estate within 150 miles of Teton County.

We look forward to working with you to add another home or homes to the Housing Preservation Program to preserve more housing for the local workforce.

I have attached the Housing Preservation Program Application to this letter. Feel free to reach out with any questions you may have.

Sincerely,

Stacy A. Stoker
Housing Manager



Housing Preservation Program Application – Rental Use

Property Information

- ☐ I wish to Purchase a Unit and record a Workforce Rental Restriction
☐ I wish to Record a Workforce Rental Restriction on a Unit I already own

Property Address: _____

Contract Sale Price (if applicable): \$ _____

Amount Requested from Preservation Program: \$ _____

Current Appraised Home Value: \$ _____

The following items must be attached to this application:

- Current appraisal for the property
- Current inspection for the property
- Copy of Purchase and Sale Contract (if applicable)

Household Information

Applicant

Name: _____ Phone: _____

Mailing Address: _____

Email Address: _____

Co-Applicant

Name: _____ Phone: _____

Mailing Address if different than Applicant: _____

Email Address: _____

☐ I understand that my home can only be rented to tenants whose household qualifies under the Workforce Housing Program and that the tenants will need to be approved by the Housing Department prior to leasing and upon lease renewal.

Applicant Signature

Date

Co-Applicant Signature

Date

Certification and Oath

I the undersigned hereby affirm and state under oath that the foregoing information I provided to Jackson/Teton County Affordable Housing Department is complete, true, and correct, and that I, the undersigned hereby acknowledge that under Wyoming and/or federal laws I may be subject to civil and/or criminal penalties, including fines and imprisonment or both, for any false statements made herein.

I attest that no member of the qualified household owns residential real estate in Teton County, Wyoming.

Printed Name of Applicant

Signature

Date

Printed Name of Co-Applicant

Signature

Date

State of Wyoming)
)ss.
County of Teton)

Signed and sworn to before me on _____ by _____
_____.

Notary Public

My commission expires: _____

SEAL



February 14, 2024

Dear Mr. Valentine,

I have reviewed P23-204-P23-206 & P24-007 transmittal and offer the following comments.

The applicant's suggestion to share parking to limit overall new parking is a good one. They are also following bike parking LDRs

Many mountain communities like Jackson have formal Traffic Impact Study or Traffic Impact Analysis guidelines in place. While we do not have these guidelines in place as part of the LDRs, I suggest these draft guidelines (attached) be followed as a condition of furthering this project. We wrote these draft guidelines based on best practices in other communities and set 30 trips during the peak hour as the threshold for which a full Traffic Impact Study (TIS) would be required. The proposed development is 21 multi-family housing units over two phases, with phase 3 involving additional church uses on the site. A 22-unit housing development would be expected to trigger a full Traffic Impact Study, so I suspect an increase in current church activities in addition to the 21 units would trigger a full study depending on the timing of activities.

Given these concerns from a traffic impact standpoint, I request traffic impact conditions be added to any issued permit. I request the applicant follow Figure 1 in the attached appendix and do the following:

1. Conduct traffic counts at each driveway entering the property during peak hours in April 2024 and July 2024. The AM system peak occurs at 8:00 AM, the Midday system peak occurs at 12:00 PM, and the PM system peak occurs at 3:45 PM.
2. Prepare a Trip Generation Memo for 2024 data.
3. Monitor trips every year during the same peak hours at roughly the same time each month (April and July peak hours) from 2024 until 6 years post development opening.
4. Submit a biannual report to the Town Planning Director with copy to appropriate transportation staff in 2026, 2028, 2030 etc. up to 6 years post development opening.

Thank you for the opportunity to comment,

A handwritten signature in cursive script that reads "Charlotte Frei".

Charlotte Frei

Town of Jackson & Teton County

TRANSPORTATION IMPACT STUDY GUIDELINES

February 2024

Prepared by
FEHR & PEERS

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APPENDICES

Appendix A: Custom Trip Generation Rate Development Guidelines (Chapter 9 of ITE Trip Generation Handbook, 3rd Edition)

Appendix B: Land Uses in ITE Trip Generation Manual

Appendix C: Transportation Demand Management Strategies and Relative Effectiveness

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GLOSSARY

Development: A project that converts land to a new purpose by constructing new buildings or making new use of its resources.

Transportation Impact Study (TIS): A Transportation Impact Study (TIS) evaluates the potential adverse effects of proposed development projects on surrounding and supporting transportation infrastructure and services. A TIS determines if the adverse effects constitute significant impacts, and, if so, how the significant impacts can be mitigated.

Trip Generation Memo: A memorandum documenting the processes and assumptions used to estimate peak hour trip generation for a development. This document will only be required when the development is expected to generate fewer than 30 peak hour trips.

Transportation Demand Management (TDM): Transportation Demand Management (TDM) is the application of strategies and policies to reduce travel demand (specifically that of single-occupancy vehicles)

Mixed-Use Development: A building, complex, or combination of buildings that combines differing land uses in the same development.

Pass-By Rate: The percentage of trips to and from a development that come from existing trips on the adjacent roadway, and not generated specifically by the development. Total trip generation estimates may be reduced by this amount, as these trips are not net additions to background roadway traffic.

Internal Capture Rate: In mixed-use developments, trips may be shared between varying land uses. (e.g., A patron of a grocery store may also stop to eat at a restaurant in the same development). Thus, the total generation of external trips may be less than the simple sum of the trips generated by each discrete land use. The internal capture rate is a reduction applied to the total external trip generation estimate to account for this effect.

Minor Project: A development that is projected to generate fewer than 30 peak hour trips.

Major Project: A development that is projected to generate greater than 30 peak hour trips.

1. Introduction

Transportation Impact Study (TIS) guidelines establish methodologies and procedures for assessing transportation impacts of proposed development projects. The following guidelines have been developed according to standard industry practice with modifications to meet the unique needs of Teton County and the Town of Jackson. Any aspect of a TIS not explicitly addressed in this document shall be addressed in a manner consistent with guidelines found in the Institute of Transportation Engineers' (ITE) Transportation Impact Analyses for Site Development.¹

1.1. Intent of Study Guidelines

The purpose of the Transportation Impact Study Guidelines is to create a standardized system for developments to determine and mitigate transportation impacts. This document describes how to prepare a Transportation Impact Study and addresses the following topics:

- Transportation Impact Study (TIS) triggers.
- Scope, methods, and extent of the required study.
- Mitigation measure requirements, including TDM Programs and Infrastructure.
- Criteria to determine if the transportation-related impacts of a proposed project are significant.
- Monitoring and reporting requirements for mitigation measures.

Transportation studies and reports were used to inform the basic framework of this document. However, each project is unique; not all criteria or analysis will apply to every project, and these guidelines are not intended to be prescriptive beyond what might be considered practical. Early and consistent communication with the appropriate Engineering, Planning, and Transportation staff is encouraged to work through the details of a given project. This joint document between the County and Town is designed to simplify the requirements for transportation impact analysis throughout the entire county. The Agency Having Jurisdiction (AHJ) will be the agency within which the development is being proposed. The cost of the TIS and any mitigation measures deemed necessary shall be the responsibility of the individual or entity requesting access to the network.

¹ *Multimodal Transportation Impact Analysis for Site Development: A Recommended Practice of the Institute of Transportation Engineers (ITE)*. Institute of Transportation Engineers, 2023.

2. When a TIS is Required

A TIS is required for all major developments² in Teton County, which is defined as any development with an expected net new external peak hour trip generation of 30 trips or more. Developments expected to generate fewer than 30 net new peak hour trips are considered minor projects. Whenever possible, the most recent version of the ITE Trip Generation Manual and Trip Generation Handbook should be used to determine peak hour trip generation. A sample of common development land uses and the respective quantities that would result in 30 peak-hour trips based on the ITE Trip Generation Manual, 11th Edition, is presented in Table 1. Note that these values serve as a quick reference point for a subset of land uses. Other factors unique to the development (such as mixed-use development or pass-by rates³) should also be considered.

Table 1: Quantity of Land Development above “Major Project” Threshold

Land Use Type	ITE Land Use Code	Quantity	Net Peak Hour Trips Generated
Single-Family Detached Housing	210	28 Dwelling Units	30
Multifamily Housing (Low-Rise)	220	22 Dwelling Units	30
Strip Retail Plaza	822	4,500 Sq. Ft. gross leasable area	30
General Office Building	710	12,500 Sq. Ft. gross floor area	30
Medical-Dental Office Building	720	8,200 Sq. Ft. gross floor area	30
Fast Food Restaurant	933	900 Sq. Ft gross floor area	30
High-Turnover (Sit-Down) Restaurant	932	3,100 Sq. Ft gross floor are	30
Hotel	310	65 rooms	30

The County/Town may also require a TIS for projects that do not exceed 30 peak-hour trips in unique circumstances, such as when significant changes will be made to existing roadways or intersections by the project. Examples of such changes include:

- Changes to intersection control (i.e., stop-control to roundabout or signalization)
- A new leg is added to an existing signalized intersection.

Standard peak hour trip generation estimates should include typical weekday AM and PM peak periods. For commercial, retail, hotel, recreational, and other land use (up to the discretion of the County/Town) developments, the Saturday peak hour shall also be included. For some projects, such as those expected to generate significant trips in non-traditional 9-5 peak periods, the County/Town may substitute or require an

² For all phased or master-planned developments, trip generation estimates should be considered for each phase individually as well as the development as a whole. Each phase that is expected to generate more than the “Major Project” threshold should be analyzed individually in a TIS report or memo.

³ See Glossary for definition of terms.

additional period to use as the peak period for estimating peak hour trip generation, including but not limited to the following time periods.

- Weekday mid-day peak
- Friday evening peak
- Weekend midday peak
- Weekend evening peak

In general, trip generation estimates should be based on the rates found in the most recent edition of the ITE Trip Generation Manual. However, for development types or peak periods that are not covered by or have insufficient documentation in the Manual, a custom trip generation analysis shall be conducted. See **Appendix A** for guidelines on developing custom trip generation rates, as presented in the ITE Trip Generation Handbook, 3rd Edition. The methodology employed for the trip generation rate study (appropriate peer sites, time period for data, etc.) shall be approved by County/Town staff prior to collection of local data.

For developments that do not require a TIS based on trip generation, a Trip Generation Memo performed by a qualified transportation professional, commissioned by the applicant at their own expense, will be required. The Trip Generation Memo should include a documentation of the methodologies used to determine estimated peak hour trips, including details of the proposed development (location, land use type, and scale), the assumed peak hour period, and the trip generation rates used for the estimate. At the County/Town's discretion, the Trip Generation Memo requirement may be waived for developments below the thresholds described in Table 1. For the purposes of assessing the need for a TIS, applicants may reduce the net external new peak hour trips based on pass-by trip rates⁴ (as represented in the most recent edition of the ITE Trip Generation Handbook) and internal capture with proper documentation. See **Figure 1** for a graphical representation of the report-type determination process.

⁴ See glossary for definition of terms.

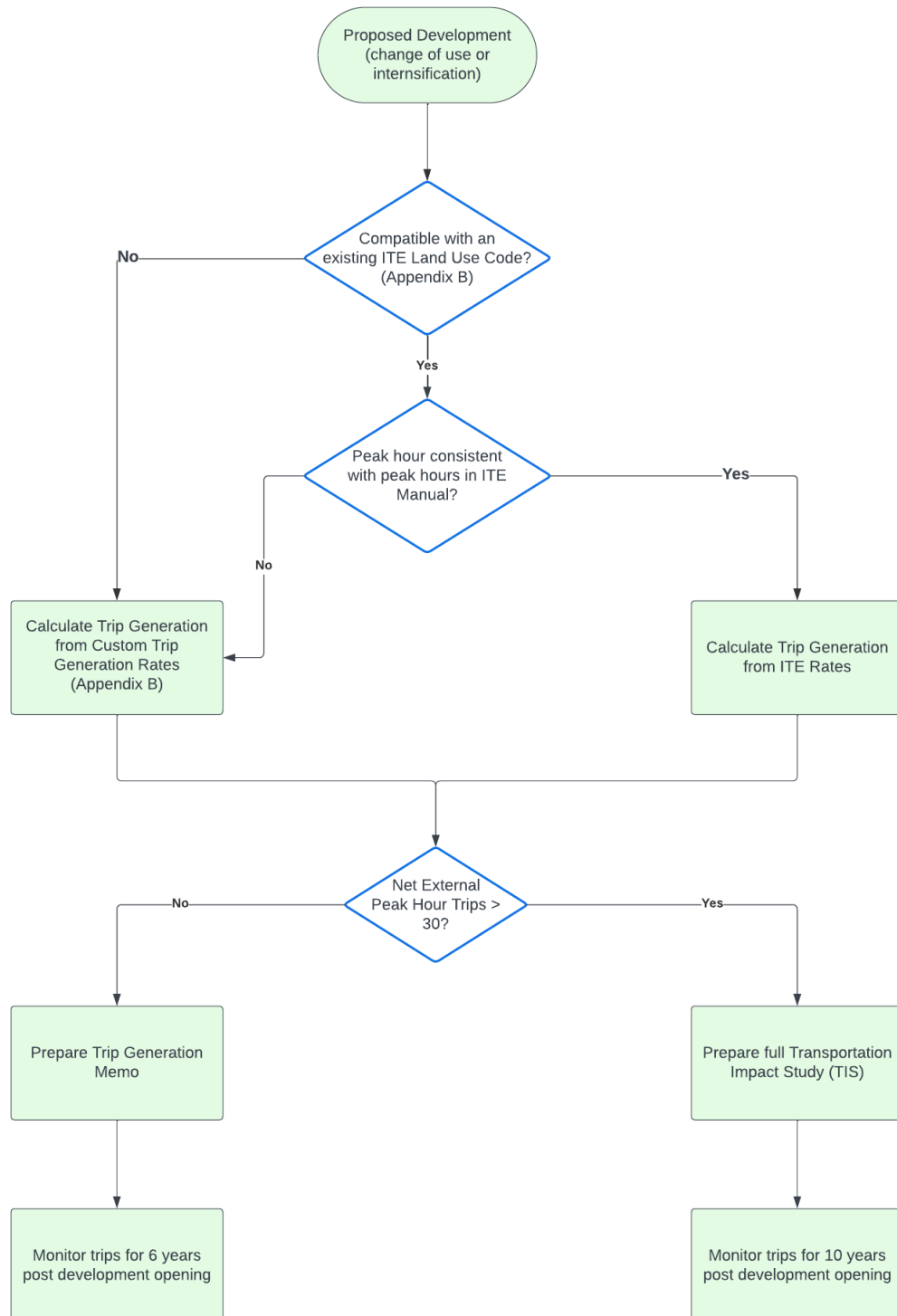


Figure 1. Report Type Decision Process

3. TIS Requirements

When the net external new peak hour trips for a development exceeds 30, a TIS shall be commissioned by the applicant (at their own expense) to be performed by a qualified transportation professional.

The elements that must be included in a TIS are listed in this section.

3.1. Site Plan

The proposed site plan for the development, including all proposed accesses, must be included as part of the TIS. The site plan shall be developed in such a way that driveway spacing, sight distances, and curb radii provide for efficient and safe traffic operations. The site plan must adhere to principle 7.1 of the Comprehensive Plan to make walking, bicycling, transit, carpooling, and micromobility more convenient than driving alone.

3.2. Analysis Scenarios

To properly assess the traffic impacts of a development, both in the near-term and the future, a TIS must include the following analysis scenarios:

- Existing Background Conditions
- Existing Background Plus Project Conditions
- 5-year Forecast Background Conditions
- 5-year Forecast Background Plus Project Conditions

The 5-year forecast scenarios shall assume a growth in background traffic at a rate determined by analysis of historical data near the proposed development or at rates represented in the regional travel demand model, which is available from the County/Town upon request.

For master-planned developments with more than one phase, the County/Town may require a TIS for the first phase and require the developer to meet monitoring requirements for at least two years before authorizing additional phases. Additional phases may also require an amendment to an original TIS after monitoring requirements are met.

3.3. Analysis Time Periods

Analysis time periods for the study shall be determined in coordination with the County/Town. Typically, weekday (Tuesday, Wednesday, or Thursday) AM and PM peak periods will be analyzed. For developments that are only expected to generate trips in either the AM or the PM peak periods, the peak period in which the development is not expected to generate trips may be omitted from analysis. Furthermore, if the development is expected to have peak trip generation at a time outside of conventional peak periods or if the development will be built in an area that has unconventional background peak periods, the city may require analysis of non-standard peak periods. Examples of additional peak periods that could be required are included in Section 2 of this report.

Developments and areas with unconventional peak traffic periods may include, but are not limited to, schools, theaters, or recreational sites.

The study shall analyze traffic conditions during the peak hour within each peak period, which will be defined as the window with the maximum total intersection volume for any four consecutive 15-minute periods within each peak at each study intersection. If study intersections are near each other with differing peak hours, the consultant preparing the study may opt to determine a unified peak hour for analysis based on the overall peak hour of the study area.

3.4. Data Collection

The data required by a TIS includes turning movement counts for the applicable peak periods at all study intersections. Typical weekday AM peak periods shall include data from 6-9 AM, while typical weekday PM peak periods shall include data from 4-6 PM. If additional peak periods are required for analysis, as discussed in the previous section, data should be collected for a minimum of two hours for each peak period.

The data collected shall include turning movement counts for all motor vehicles movements, bicyclists, and pedestrians. Data should also include vehicle classification to determine the percentage of background traffic made up by heavy vehicles. Since the period with the highest amount of traffic is during the summer, traffic count data collected outside of summer months shall be grown with a seasonal adjustment factor. Seasonal adjustment factors shall be calculated based on the most recent data available through WYDOT's Transportation Survey's office⁵. All required data must be submitted to the County/Town as an appendix to the TIS.

3.5. Study Intersections

The study shall include all intersections anticipated to be impacted by traffic from the development. This includes, at a minimum, all project driveways, all public intersections within 1,000 feet of the development's boundaries, all signalized intersections within 0.5 mile of project boundaries, and any other intersection to be impacted by 30 or more project peak hour trips. The County/Town may also request additional intersections to be included in the analysis if existing and potential traffic volumes and trip distribution patterns suggest those could be impacted by the development.

3.6. Trip Generation

Whenever possible, the most recent version of the Institute of Transportation Engineers (ITE) Trip Generation Manual and Handbook should be used to determine peak hour trip generation. For land use types that are not covered by or have insufficient documentation in the ITE Trip Generation Manual, a custom trip generation analysis shall be provided. See **Appendix B** for a list of land use codes included in the ITE Trip Generation Manual 11th Edition. When applicable, developments with differing compatible uses may reduce the number of external trips by accounting for Internal Capture⁶ between on-site land uses. Net new external trips may also be reduced by accounting for pass-by trips consistent with methodology and pass-by rates according to the ITE Trip

⁵ As of December 2023, contact Chad Mathews; Wyoming Department of Transportation; Transportation Surveys; 307-777-4190; chad.mathews@wyo.gov

⁶ See Glossary for definition of terms.

Generation Handbook, or custom collected data as applicable. Vehicular trip reductions resulting from transportation demand management measures and mode shift may also be applied to the trip generation.

3.6.1. Transportation Demand Management Measures

To reduce the transportation impacts of new developments, the County/Town requires transportation demand management (TDM) measures to be incorporated into all development projects. TDM measures can reduce external automobile trips by mixing land uses, reducing the need to make trips to the development, and/or encouraging walking, biking, transit, or carpooling. TDM measures may include mixing uses, telecommuting, charging for parking, providing bicyclist and pedestrian amenities, providing transit incentives, and the like. Applicants may apply these trip reductions to the project trip generation. The TIS shall document all TDM measures being incorporated into the development and quantify⁷ their estimated effect in terms of a percent reduction on project trips. **Appendix C** includes an estimated range of reductions for common TDM measures. TDM measures should reduce peak hour trips above 30 by at least 20% from raw estimates.

3.7. Trip Distribution and Assignment

Trip distribution should be determined based on project proximity to major streets, population densities, and regional destinations. Unless specific circumstances related to the use of the development suggest otherwise, trip distribution should approximately line up with the distribution of existing background traffic.

3.8. Capacity Analysis

Analysis shall use a traffic analysis software program consistent with the state-of-the-practice. Examples of appropriate software include Vistro, Synchro, HCS, VISSIM, and SimTraffic. Analysis with Vistro or Synchro should use the latest version of the Highway Capacity Manual methodology available.

Signalized intersections shall be programmed in accordance with existing signal parameters for phases, splits, yellow and all-red times, and pedestrian crossing times. This information can be obtained from the Agency Having Jurisdiction (AHJ).

The respective capacity analysis reports for all intersections, and all scenarios must be provided to the County/Town as an appendix to the TIS. The AHJ reserves the right to request software files for any TIS.

3.9. Pedestrian, Bicycle, and Transit Facilities

The TIS shall include an assessment of the existing and proposed facilities available to pedestrians, bicyclists, and transit users (as available). This assessment should include sidewalks, trails, bike lanes, bike parking, transit stops, and any other facilities/amenities. Any existing pedestrian, bicycle, and transit facilities/amenities that would be impacted by the development must be replaced or augmented with equivalent or improved facilities/amenities in terms of suitability, quantity, and safety. All facilities must meet standards set by the Americans with

⁷ Caltrans hosts a publicly available tool for quantifying the impact of TDM measures on Vehicle Miles Traveled (VMT) at the following link: <https://www.dropbox.com/s/73w8vi3bdi27fiv/TDM%2B CT custom ver20220913.xlsm?dl=0>. VMT reduction can be used as a proxy for trip reduction in TDM quantification estimates.

Disabilities Act (ADA) as well as the Town of Jackson Community Streets Plan and Teton County Safe Streets for All plans, as applicable.

3.10. Level of Service Standards

Intersections shall be evaluated for Level of Service (LOS) according to the aforementioned methodologies. LOS and delay for signalized, all-way stop, and roundabout intersections shall be reported for the overall intersection, while LOS and delay for side-street stops shall be reported based on the worst movement. The LOS standard for all intersections under both Teton County and the Town of Jackson's jurisdiction is LOS D. At intersections that are found to be below LOS D in background or plus project conditions, the TIS shall analyze potential mitigations for and document the proportional impact of the proposed development on increasing delay at the failed intersection.

3.11. Mitigations

The least intensive successful mitigation should be recommended for all deficient LOS. Signalized phase split adjustments⁸ may be recommended, though required minimums for yellow time, all-red time, and pedestrian crossing times must be maintained, and total cycle length must be preserved for coordinated signals. If an intersection control type modification is recommended, the appropriate planning-level warrants shall be provided. In certain cases, intersections with deficient LOS may be determined to be acceptable by the County/Town if queues are viewed as acceptable, and the only mitigations available could result in a substantial decrease in the suitability of the intersection for non-motorized users. This is particularly applicable at two-way stop-controlled intersections with low-volume minor streets. Proposed mitigations should consider the impact on all roadway-users, with the goal of improving mobility for all users.

3.12. Additional Items

The TIS should comment on the following additional items, where applicable:

- Ensure the proposed site plan allows for the minimum required sight distance, as described in AASHTO's *A Policy on Geometric Design of Highways and Streets*.
- Applicable guidelines for auxiliary/turn lanes.
- Assessment of proposed access spacing.
- Safety impact of proposed development.

3.13. Monitoring

After the opening year of the development, property owners may be required to monitor project-generated motor vehicle trips to ensure that planned TDM measures are having the intended effect. The required monitoring period will last for six years for minor⁹ projects and ten years for major projects. Property owners will be required to document trips in and out of the development on an annual basis and submit a biannual report to the planning director summarizing the updated data. Data collection should include the same peak periods

⁸ Split adjustments must be reviewed and approved by AHJ.

⁹ Minor projects will be defined as projects not requiring a full TIS. Major projects will be those that require a full TIS. See glossary for definition.

analyzed in the TIS. If actual project trips are more than 5% above those forecasted in the TIS, the County/Town will require the owner to develop a new TDM strategy to get trip reductions to the forecasted levels.

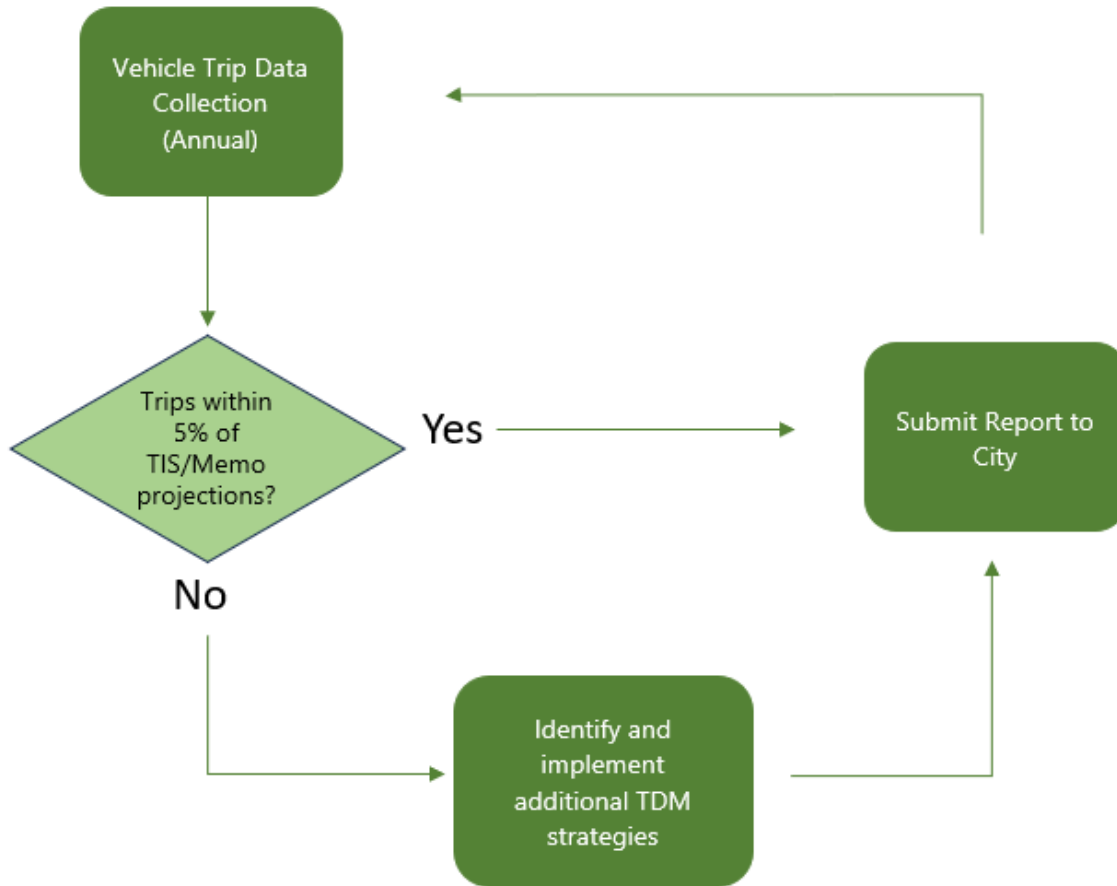


Figure 2. Trip Monitoring Process

Appendix A: Custom Trip Generation Rate Development Guidelines (Chapter 9 of ITE Trip Generation Handbook, 3rd Edition)

9 | Use of Local Data to Estimate Trip Generation

9.1 Background

Chapter 4 presents a recommended process for assessing the appropriateness of *Trip Generation Manual* data for estimating trip generation at a particular study site. The procedure states that local data should be collected and used to estimate trip generation under the following circumstances:

- If the characteristics or setting of a study site are not covered by a land use description and the individual data points presented in the *Trip Generation Manual* data volumes; OR
- If the size of a study site is not within the range of data points presented in the *Manual* data volumes; OR
- If the *Manual* database has an insufficient number of data points; OR
- If the *Manual* database produces weighted average rates or fitted curves for which standard deviation or regression coefficients are not appropriate for use; OR
- If local circumstances (such as the site setting or context, age of residents, worker shifts, area type, parking conditions, or business activity) indicate a study site may have different trip-making characteristics than the baseline sites for which data were collected and reported in the *Manual*.

This chapter presents a recommended procedure for estimating trip generation using local trip generation data.

If the study site is located in a downtown or infill setting, is served by significant public transportation, or is a mixed-use development, other chapters in this *Handbook* provide specific guidance for estimating vehicle and person trip generation. Chapter 6 addresses mixed-use development, Chapter 7 addresses infill development, and Chapter 8 addresses development in close proximity to significant transit service.

9.2 Cautionary Notes

While many analysts and local officials feel their area is somehow unique, this can lead to a conclusion that this uniqueness means vehicle trip generation characteristics in their area are different from those in the national database. However, it is the experience of the professionals who prepared the guidance contained in this *Handbook* that differences in trip generation between sites have more to do with the site context and setting than exclusively with geography.

A development site in one metropolitan area will generally have trip generation characteristics comparable to those of a development site in another metropolitan area if the site settings are similar. In contrast, two development sites in the same state or same local jurisdiction may have different trip generation characteristics because of significant differences in their settings. For example, the analyst should expect vehicle trip generation characteristics to be different between sites located in a downtown setting versus sites located in a suburban setting. Likewise, a site located near and with accessibility to major transit service can exhibit a lower vehicle trip generation rate than a similarly located site with no transit service. Guidelines for estimating the effects of setting and proximity to transit on study site vehicle trip generation are presented in Chapters 7 and 8.

It is recommended that the geography of data points not be the primary focus of concern with the national database when deciding whether to collect or use local trip generation data. Rather, the analyst should understand that site context is the overriding factor influencing trip generation, not the state or local jurisdiction.

9.3 Collection of Local Trip Generation Data

The decision to establish a stand-alone local trip generation rate or equation should start with the development of a hypothesis for why the national *Trip Generation Manual* data might not be appropriate for local application. For example, the rationale could involve the age of residents, or the supply and price of parking, or market area characteristics for a retail site. It is critical that the analyst document a common-sense rationale for the local trip generation characteristics to be significantly different from that presented in the *Manual*. Clearly, the absence of any data covering a particular land use or a data deficiency in the existing database (for example, in the range of site sizes) is a sufficient rationale.

The analyst should collect trip generation data at a minimum of three local sites. Collecting data at five or more sites is preferable. Where there are only one or two potential data collection sites in a comparable setting, the analyst should use that data, coupled with other local or national data, to derive the estimate. The analyst is cautioned that this recommendation should not be used as an excuse for collecting and using data from only one or two sites when more sites are reasonably available.

Chapter 12 presents guidance on the selection of appropriate data collection sites, on the appropriate procedures for collecting data, and on the analysis and summary of data. The following are reminders of specific issues that need to be considered when the analyst designs and conducts a program to establish a local trip generation rate or equation.

- Each data collection site should be located in a setting comparable to that of the study site. For a jurisdiction that wishes to establish a local trip generation rate based on specific characteristics, the local trip generation sites should match the setting or size characteristics set out in the initial hypothesis.
- The data collection sites should reflect the size range of the study site and the anticipated general intensity of activity. Each independent variable presented in the *Manual* for the particular land use (such as GFA or employees) should be included, if available, in the identification of potential comparable sites.
- The data collection time period should reflect the time of day, day of the week, and month of the year corresponding to the analysis period needed for the study site or for the local trip generation database.

In accordance with guidance presented in Chapter 12, the analyst should collect person trip information, tabulated by travel mode, as well as vehicle trips.

9.4 Calculation of a Stand-Alone Local Trip Generation Rate or Equation

The weighted average rate and standard deviation can be calculated as described in Appendix J of this *Handbook*. The weighted average rate is appropriate for use as a stand-alone local estimator for

trip generation if the weighted average rate for the local counted sites is at least 15 percent¹⁶ higher or lower than the comparative *Manual* rate **and** if the local trip generation data provide results that satisfy the Chapter 4 criteria that demonstrate the validity of the data in a statistical sense.¹⁷

If the *Manual* database is composed of two or fewer data points AND if the local trip generation data provide results that satisfy the Chapter 4 criteria, then the weighted average rate (or, if applicable, the fitted curve equation) is appropriate for use as a stand-alone local estimator for trip generation.

On the other hand, if either of the two criteria for establishing a stand-alone local trip generation rate or equation is not met (because the local data either (1) are not sufficiently different from the national data to warrant consideration as being distinct or (2) do not demonstrate sufficient consistency to warrant consideration as a stand-alone local trip generation rate), then the analyst should consider consolidating the local and national databases, as described in the following section 9.5.

9.5 Calculation of a Consolidated Local Trip Generation Rate

The following text presents formulas that should be used for merging local and national databases. They can be used for any land use, time period, and independent variable for which a weighted average trip rate is provided in the *Manual*. Derivation of a consolidated fitted curve equation is not possible with the data that are available.

As shown in the equation below, the consolidated weighted average trip generation rate equals the sum of all trips in the combination of the ITE database and the local database divided by the sum of all the independent variable units in the combination of the ITE database and the local database.

$$\text{Consolidated Weighted Average Rate} = \frac{\Sigma \text{Trips (ITE)} + \Sigma \text{Trips (local)}}{\Sigma \text{IV Units (ITE)} + \Sigma \text{IV Units (local)}}$$

where

$\Sigma \text{Trips (ITE)}$ = “weighted average trip rate” (from ITE data page statistics) multiplied by
“average value of independent variable values” (from data page) multiplied by
number of studies (from data page)

$\Sigma \text{IV Units (ITE)}$ = “average value of independent variable values” (from data page) multiplied
by number of studies (from data page)

$\Sigma \text{Trips (local)}$ = the sum of trips recorded for all of the local data collection sites

$\Sigma \text{IV Units (local)}$ = the sum of independent variable values for all of the local data collection sites

¹⁶ The “15 percent difference” threshold is considered to be a reasonable, though arbitrary, guideline. If the analyst, based on professional judgment, is confident of the validity and applicability of the data for local application, then the analyst should use the local data rather than the national data. But the analyst is reminded that the simple randomness of numbers will produce some variation and the 15 percent threshold tries to limit the possibility of reaching unfounded conclusions that local conditions are indeed different from the national database.

¹⁷ As described in that chapter, an acceptable weighted average trip generation rate requires at least three data points with a computed standard deviation that is no more than 55 percent of the weighted average rate. An acceptable fitted curve equation requires at least four data points with a computed R^2 of at least 0.75.

9.6 Documentation

The stand-alone or consolidated local trip generation documentation should clearly state the following:

- The local rates or equations;
- The circumstances in which they are applicable; and
- What to do in situations where they are not applicable (for examples, use national data or collect more local data).

The documentation should also include the site-specific information for the local data, such as

- Land use;
- Value(s) of the independent variable(s);
- Survey date and day of the week;
- Survey time period and its relation to site peak hour and peak hour of adjacent street; and
- Site context.

All trip generation data should be submitted to ITE for inclusion in future editions of *Trip Generation Manual*. In cases where a local rate or equation is developed, consideration should be given to submitting the results of the local trip generation analysis to ITE. Sources will be cited but the identity of specific sites will be kept confidential. Data and analyses should be transmitted to:

Institute of Transportation Engineers
Trip Generation Data
1627 Eye St., NW, Suite 600
Washington, DC 20006
Tel: +1 202-785-0060
Fax: +1 202-785-0609
www.ite.org

ITE accepts trip generation data in any form. Preference is for forms and content consistent with Chapter 12 guidance. However, it is acceptable to submit data which are potentially incomplete or that must be extracted from a report.

9.7 Examples of Recommended Process

The following examples demonstrate the steps for determining whether a stand-alone, local trip generation rate/equation, or a consolidated local trip generation rate is appropriate. The calculations referenced below are presented in detail in the Appendix J examples for how to calculate weighted average, variance, and standard deviation.

Example 1—Local Data Weighted Average more than 15 Percent Different from *Manual* Weighted Average Rate but Inadequate Local Data Statistics

In the professional judgment of the analyst, *Trip Generation Manual* data for Land Use Code 492 (Health/Fitness Club) is not appropriate for estimating the weekday morning peak hour of the generator as a function of site GFA for a local study site. Trip generation data are collected at three local proxy sites:

- Site A is 43,000 sq. ft. GFA and has 11 vehicle trips in AM site peak hour
- Site B is 49,000 sq. ft. GFA and has 83 vehicle trips in AM site peak hour
- Site C is 15,000 sq. ft. GFA and has 34 vehicle trips in AM site peak hour

The three sites have a total GFA of 107,000 sq. ft. and 128 total AM peak hour trips for a weighted average of 1.20 (calculated as 128/107).

For Land Use 492, the data pages in *Trip Generation Manual*, 9th Edition present the following:

- Weighted average weekday trip rate (per 1,000 sq. ft. GFA) = 1.43
- Average value for the independent variable unit (1,000 sq. ft. GFA) = 39
- Number of studies = 4

The weighted average trip rate for the three local proxy sites (1.20) is 16 percent lower than the *Manual* rate (1.43). However, the weighted standard deviation for the local data is 0.97 (81 percent of the weighted average rate) and is too high to be acceptable (that is, greater than 55 percent). Therefore, the recommended use of the local data is to consolidate it with the national data to produce a consolidated local rate.

$$\text{consolidated weighted average rate} = \frac{\Sigma \text{trips (ITE)} + \Sigma \text{trips (local)}}{\Sigma \text{IV units (ITE)} + \Sigma \text{IV units (local)}}$$

where

$$\Sigma \text{ trips (ITE)} = 1.43 * 39 * 4 = 223$$

“weighted average trip rate” multiplied by “average value of independent variable values” multiplied by number of studies

$$\Sigma \text{ IV units (ITE)} = 39 * 4 = 156$$

“average value of independent variable values” multiplied by number of studies

$$\Sigma \text{ trips (local)} = 128$$

$$\Sigma \text{ IV units (local)} = 107$$

$$\text{consolidated weighted average rate} = 1.33 = \frac{223 + 128}{156 + 107}$$

The consolidated weighted average rate (1.33) is less than the *Manual* weighted average rate of 1.43, but higher than the weighted average rate of 1.20 for the three local data points.

Example 2—Local Data Weighted Average less than 15 Percent Different from *Manual* Weighted Average Rate

Trip generation data are collected at a fourth local proxy site to add to the three sites described above:

- Site A is 43,000 sq. ft. GFA and has 11 vehicle trips in AM site peak hour
- Site B is 49,000 sq. ft. GFA and has 83 vehicle trips in AM site peak hour
- Site C is 15,000 sq. ft. GFA and has 34 vehicle trips in AM site peak hour
- Site D is 48,000 sq. ft. GFA and has 65 vehicle trips in AM site peak hour

The four sites have a total GFA of 155,000 sq. ft. and 193 total AM peak hour trips for a weighted average rate of 1.25 (calculated as 193/155).

The weighted average trip rate for the four local proxy sites (1.25) is 13 percent lower than the *Manual* rate (1.43). Because the weighted trip generation rate for the local data is within 15 percent of the *Manual* data trip generation rate, the recommended use of the local data is to consolidate it with the national data to produce a consolidated local rate.

$$\text{consolidated weighted average rate} = \frac{\Sigma \text{trips (ITE)} + \Sigma \text{trips (local)}}{\Sigma \text{IV units (ITE)} + \Sigma \text{IV units (local)}}$$

where

$$\Sigma \text{trips (ITE)} = 1.43 * 39 * 4 = 223 \text{ (from Example 1)}$$

$$\Sigma \text{IV units (ITE)} = 39 * 4 = 156 \text{ (from Example 1)}$$

$$\Sigma \text{trips (local)} = 193$$

$$\Sigma \text{IV units (local)} = 155$$

$$\text{consolidated weighted average rate} = 1.34 = \frac{223 + 193}{156 + 155}$$

The consolidated weighted average rate (1.34) is less than the *Manual* weighted average rate (1.43), but higher than the weighted average rate (1.25) for the four local data points.

Example 3—Local Data Weighted Average more than 15 Percent Different from *Manual* Weighted Average Rate and Adequate Local Data Statistics

Trip generation data are collected at a fifth local proxy site to add to the four sites described above:

- Site A is 43,000 sq. ft. GFA and has 11 vehicle trips in AM site peak hour
- Site B is 49,000 sq. ft. GFA and has 83 vehicle trips in AM site peak hour
- Site C is 15,000 sq. ft. GFA and has 34 vehicle trips in AM site peak hour
- Site D is 48,000 sq. ft. GFA and has 65 vehicle trips in AM site peak hour
- Site E is 38,000 sq. ft. GFA and has 40 vehicle trips in AM site peak hour

The five sites have a total GFA of 193,000 sq. ft. and 233 total AM peak hour trips for a weighted average of 1.21 (calculated as 233/193).

The calculated average trip rate for the five local proxy sites (1.21) is 16 percent lower than the *Manual* rate (1.43). The weighted standard deviation is 0.67 (55 percent of the weighted average rate). The local rate is acceptable for use for estimating trips generated by the study site.

Appendix B: Land Uses in ITE Trip Generation Manual

Land Use Codes

Port and Terminal (Land Uses 000–099)

CODE	LAND USE
021	Commercial Airport
022	General Aviation Airport
030	Intermodal Truck Terminal
090	Park-and-Ride Lot with Bus or Light Rail Service

Industrial (Land Uses 100–199)

CODE	LAND USE
110	General Light Industrial
130	Industrial Park
140	Manufacturing
150	Warehousing
151	Mini-Warehouse
154	High-Cube Transload and Short-Term Storage Warehouse
155	High-Cube Fulfillment Center Warehouse
156	High-Cube Parcel Hub Warehouse
157	High-Cube Cold Storage Warehouse
160	Data Center
170	Utility
180	Specialty Trade Contractor
190	Marijuana Cultivation and Processing Facility

Residential (Land Uses 200–299)

CODE	LAND USE
210	Single-Family Detached Housing
215	Single-Family Attached Housing
220	Multifamily Housing (Low-Rise)
221	Multifamily Housing (Mid-Rise)
222	Multifamily Housing (High-Rise)
223	Affordable Housing
225	Off-Campus Student Apartment (Low-Rise)
226	Off-Campus Student Apartment (Mid-Rise)
227	Off-Campus Student Apartment (High-Rise)
230	Low-Rise Residential with Ground-Floor Commercial
231	Mid-Rise Residential with Ground-Floor Commercial
232	High-Rise Residential with Ground-Floor Commercial
240	Mobile Home Park
251	Senior Adult Housing—Single-Family
252	Senior Adult Housing—Multifamily
253	Congregate Care Facility
254	Assisted Living
255	Continuing Care Retirement Community
260	Recreational Homes
265	Timeshare
270	Residential Planned Unit Development

Lodging (Land Uses 300–399)

CODE	LAND USE
310	Hotel
311	All Suites Hotel
312	Business Hotel
320	Motel
330	Resort Hotel

Recreational (Land Uses 400–499)

CODE	LAND USE
411	Public Park
416	Campground/Recreational Vehicle Park
420	Marina
430	Golf Course
431	Miniature Golf Course
432	Golf Driving Range
433	Batting Cages
434	Rock Climbing Gym
435	Multipurpose Recreational Facility
436	Trampoline Park
437	Bowling Alley
440	Adult Cabaret
445	Movie Theater
452	Horse Racetrack
453	Automobile Racetrack
454	Dog Racetrack
462	Professional Baseball Stadium
465	Ice Skating Rink
466	Snow Ski Area
470	Bingo Hall
473	Casino
480	Amusement Park
482	Water Slide Park
488	Soccer Complex
490	Tennis Courts
491	Racquet/Tennis Club
492	Health/Fitness Club
493	Athletic Club
495	Recreational Community Center

Institutional (Land Uses 500–599)

CODE	LAND USE
501	Military Base
520	Elementary School
522	Middle School/Junior High School
525	High School
528	School District Office
530	Private School (K-8)
532	Private School (K-12)
534	Private High School
536	Charter Elementary School
538	Charter School (K-12)
540	Junior/Community College
550	University/College
560	Church
561	Synagogue
562	Mosque
565	Day Care Center
566	Cemetery
571	Adult Detention Facility
575	Fire and Rescue Station
580	Museum
590	Library

Medical (Land Uses 600–699)

CODE	LAND USE
610	Hospital
620	Nursing Home
630	Clinic
640	Animal Hospital/Veterinary Clinic
650	Free-Standing Emergency Room

Office (Land Uses 700–799)

CODE	LAND USE
710	General Office Building
712	Small Office Building
714	Corporate Headquarters Building
715	Single Tenant Office Building
720	Medical-Dental Office Building
730	Government Office Building
731	State Motor Vehicles Department
732	United States Post Office
750	Office Park
760	Research and Development Center
770	Business Park

Retail (Land Uses 800–899)

CODE	LAND USE
810	Tractor Supply Store
811	Construction Equipment Rental Store
812	Building Materials and Lumber Store
813	Free-Standing Discount Superstore
814	Variety Store
815	Free-Standing Discount Store
816	Hardware/Paint Store
817	Nursery (Garden Center)
818	Nursery (Wholesale)
820	Shopping Center (>150k)
821	Shopping Plaza (40-150k)
822	Strip Retail Plaza (<40k)
823	Factory Outlet Center
840	Automobile Sales (New)
841	Automobile Sales (Used)
842	Recreational Vehicle Sales

843	Automobile Parts Sales
848	Tire Store
849	Tire Superstore
850	Supermarket
851	Convenience Store
857	Discount Club
858	Farmers Market
860	Wholesale Market
861	Sporting Goods Superstore
862	Home Improvement Superstore
863	Electronics Superstore
864	Toy/Children's Superstore
865	Baby Superstore
866	Pet Supply Superstore
867	Office Supply Superstore
868	Book Superstore
869	Discount Home Furnishing Superstore
872	Bed and Linen Superstore
875	Department Store
876	Apparel Store
879	Arts and Crafts Store
880	Pharmacy/Drugstore without Drive-Through Window
881	Pharmacy/Drugstore with Drive-Through Window
882	Marijuana Dispensary
890	Furniture Store
895	Beverage Container Recycling Depot
897	Medical Equipment Store
899	Liquor Store

Services (Land Uses 900–999)

CODE	LAND USE
911	Walk-in Bank
912	Drive-in Bank
918	Hair Salon
920	Copy, Print, and Express Ship Store
926	Food Cart Pod
930	Fast Casual Restaurant
931	Fine Dining Restaurant
932	High-Turnover (Sit-Down) Restaurant
933	Fast-Food Restaurant without Drive-Through Window
934	Fast-Food Restaurant with Drive-Through Window
935	Fast-Food Restaurant with Drive-Through Window and No Indoor Seating
936	Coffee/Donut Shop without Drive-Through Window
937	Coffee/Donut Shop with Drive-Through Window
938	Coffee/Donut Shop with Drive-Through Window and No Indoor Seating
941	Quick Lubrication Vehicle Shop
942	Automobile Care Center
943	Automobile Parts and Service Center
944	Gasoline/Service Station
945	Convenience Store/Gas Station
947	Self-Service Car Wash
948	Automated Car Wash
949	Car Wash and Detail Center
950	Truck Stop
970	Wine Tasting Room
971	Brewery Tap Room
975	Drinking Place

Appendix C: Transportation Demand Management Strategies and Relative Effectiveness

Appendix to comments
on P23-204-206, 007

Table 2. Potential VMT Measures and Relative Effectiveness

Measure Number	Measure Category	Description	Typical Application	CAPCOA ¹⁰ 2021 Reference	Estimated VMT Reduction Potential
1	Bike & Ped	Provide traditional bike racks designed for short-term parking, in a visible publicly accessible space.	Land uses that expect short term visitors. Traditional bike racks are not suitable for longer term parking due to concerns regarding theft and exposure to the weather.	T-9	0.1% - 1.6%
2	Bike & Ped	Construct or improve a bicycle lane facility (Class I, II, or IV) that connects to a larger existing bikeway network. This encourages mode shift from parallel roadways to bicycles, displacing VMT. A wider-based approach that expands more than one facility may be considered to be expanding the bicycle network.	New projects in dense areas, or in areas near existing bicycle infrastructure but without a current connection. Generally an off-site improvement.	T-18; T-19	0.2% - 0.8%
3	Bike & Ped	Provide secure bicycle parking in either a dedicated room, via bicycle lockers, or a bike station incorporated into the project.	Residential and office land uses, where bicyclists will be expected to park their bicycles for 6+ hours per day.	T-9	0.1% - 1.6%
4	Bike & Ped	Improve pedestrian spaces both within the project and on roadways approaching the project. Improvements may include providing sidewalks on both sides of the street, incorporating ADA-compliant improvements such as tactile ramps and audible pedestrian signals, providing sidewalk amenities such as trees, plants, and benches, and otherwise improving the pedestrian experience.	New development in areas where pedestrian facilities are missing or lacking	T-17	0.5% to 6.4%
5	Bike & Ped	Roadways will be designed to reduce motor vehicle speeds and encourage pedestrian and bicycle trips with traffic calming features. Traffic calming features may include: marked crosswalks, count-down signal timers, curb extensions, speed tables, raised crosswalks, raised intersections, median islands, tight corner radii, roundabouts or mini-circles, on-street parking, planter strips with street trees, chicanes/chokers, and others.	Developments located near transit or pedestrian-focused areas; or in cities that have adopted a Vision Zero policy	N/A	0.25 - 1.0%

Appendix to comments
on P23-204-206, 007

Measure Number	Measure Category	Description	Typical Application	CAPCOA ¹⁰ 2021 Reference	Estimated VMT Reduction Potential
6	General	Implement a generalized commute trip reduction program. This measure is intended as an umbrella measure, for use in instances where marketing of commute alternatives is desired, but the client or implementing agency may not want to commit to specific marketing actions. It can include any combination of measures indicated here other than those specific to land use	Office developments; large residential developments; area plans	T-4, T-5	Up to 4% (voluntary compliance)
7	General	Implement a generalized commute trip reduction program. This measure is intended as an umbrella measure, for use in instances where marketing of commute alternatives is desired, but the client or implementing agency may not want to commit to specific marketing actions. It can include any combination of measures indicated here other than those specific to land use	Office developments; large residential developments; area plans	T-4, T-5	Up to 26% (mandatory monitoring)
8	Bike & Ped	Install a bike share program in association with your development, either for exclusive use of the development residents or in conjunction with a future public system.	Cities and Communities		Up to 3%
9	Parking	Reduce the proposed supply of parking at the development relative to other sites in the project vicinity.	Office development, mixed-use development, residential development, area plans, cities and communities	T-14	5 - 13.7%
10	Parking	For residential developments, require that parking spaces be paid for separately from the primary mortgage/HOA dues/rent. This effectively reduces housing costs for households with no cars / fewer cars	Residential development	T-15	2.6 - 15.7%
11	Parking	Price parking at all off-street facilities associated with the project. Pricing should be at a level equal to or higher than typical prices in the project area. Typically referred to as “unbundling” parking pricing for residential projects.	Office development; mixed-use development; residential development	T-11, T-15	Up to 20%

Appendix to comments
on P23-204-206, 007

Measure Number	Measure Category	Description	Typical Application	CAPCOA ¹⁰ 2021 Reference	Estimated VMT Reduction Potential
12	Parking	If free parking is provided as an employee benefit, individuals opting not to receive a parking pass may instead receive the equivalent cash value to a monthly parking permit.	Office development; employers	T-12	Up to 12%
13	Ridesharing	Provide subsidies in the form of cash or gas cards to individuals carpooling to/from work.	Office development, employers	T-7	0.0 - 8.0%
14	Ridesharing	Provide subsidies or company-provided vehicles for vanpooling, and assist with vanpool formation by means of helping individuals identify others with similar commute patterns. This measure may also apply to point-to-point shuttles sponsored by an employer (i.e., "tech buses")	Office development, employers	T-10	3.4 - 20.4%
15	Ridesharing	Maintain a database of individuals interested in carpooling/ridesharing along with their commute characteristics. Allow individuals to search database and contact others to form carpools. At large employers, some one-on-one support may also be provided.	Office development, employers, cities and communities	T-7	0.0 - 8.0%
16	Parking	Install parking meters or other paid parking programs on public roadways within 1/4 mile of the study area. Pricing should be market-rate. This is intended to both discourage driving to/from the project area, as well as reduce the amount of VMT generated by circling for parking by maintaining 85 percent occupancy rates.	Large developments; area plans; cities and communities	T-23	Up to 30%
17	Pricing	Implement a toll or fee for vehicle access to a predetermined area, such as a central business district. An example of this is the fee to access London's core neighborhoods.	Cities and communities	N/A	7.9 - 22.0%
18	Land Use	Locate the project near (and orient it with a clear means of access to) a high-quality transit station. Project design should support (and ideally prioritize) pedestrian access to/from transit. Project should be careful not to oversupply parking.	Mixed-use or residential projects in urban areas	T-3	0.5 - 31%

Appendix to comments
on P23-204-206, 007

Measure Number	Measure Category	Description	Typical Application	CAPCOA ¹⁰ 2021 Reference	Estimated VMT Reduction Potential
19	Transit & Shuttles	Provide express / point-to-point shuttle service, connecting park & ride facilities or other residential neighborhoods directly to an employer's campus. In the SF Bay Area, these shuttle types have become common amongst Silicon Valley employers, and are sometimes known as "tech shuttles"	Employers, campuses	T-10	Up to 20.4%
20	Transit & Shuttles	Provide subsidies in the form of cash, transit passes, or contributions to a regional fare card to transit riders. This is typically implemented by an employer, but may also be used by schools and large residential developments.	Employers, large residential developments, campuses	T-8; T-27 (variant)	Up to 20%
21	Tech-Assisted Approaches	Allow and encourage employees to telecommute or adopt alternative work schedules. Examples may include working from home a certain share of the time, or working a 9/80 or 4/40 work week.	Employers, campuses	N/A	Up to 5.5%
22	Transit & Shuttles	Provide funding to support one of the following: new bus service, increased frequency on existing service, increased operating hours, etc. Effectiveness will range based on the level of investment.	Cities and communities	T-26 (variant)	Up to 11.3%
23	Transit & Shuttles	Provide a publicly available shuttle service between a regional transit facility and employment, residential, or shopping centers located 1-5 miles away.	Employers, commercial development, institutions, campuses	T-24	0.1% to 8.2%

10. Source: Fehr & Peers, 2023. Prepared in conjunction with *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity*, California Air Pollution Control Officers Association (CAPCOA 21). Link: https://www.caleemod.com/documents/handbook/full_handbook.pdf

COLLINS PLANNING

• A S S O C I A T E S •

June 19, 2024

Mayor Hailey Morton Levinson
Vice Mayor Arne Jorgensen
Councilwoman Jessica Chambers
Councilman Jim Rooks
Councilman Jonathan Schechter
P.O. Box 1687
Jackson, WY 83001

Dear Mayor and Council,

Describing the true purpose and intent of PCJH's housing proposal while pursuing funding from the Housing Preservation program creates an uncommon challenge. The Church proposes to build 21 workforce housing units and intends to deed restrict all of them for this purpose. This straightforward presentation was provided to the Planning Commission in May. Since the Commission meeting, however, we became concerned this straightforward presentation of the plan might put the Church at a disadvantage when seeking funds from the Preservation program. We therefore changed the housing mitigation plan to consist of 20 free market units and one required affordable unit instead of the 21 voluntary workforce units, with the intention of deed restricting the free market units later as a condition of funding from the Preservation program. We wish to reconfirm the purpose of this development is to create employee housing and to be clear that the Church is willing to deed restrict all 21 units as workforce and affordable housing.

Rules for the Preservation program direct funds only to existing housing units in return for deed restrictions that encumber these units. The housing units PCJH proposes to develop exist as entitlements that are approved as part of the Cottonwood Park Master Plan, but of course they have not yet been built. This disconnect from the rules of the Preservation program creates the dilemma in how to describe the proposal.

If the true purpose and intent of the housing proposal is presented, will a future funding request elicit the response 'why award funds for something the Church already is committed to'? In the alternative, is it better to describe the housing proposal as a free market development and then maintain an incentive to award Preservation funds to the Church's proposal? PCJH is betwixt and between on how best to describe the housing proposal.

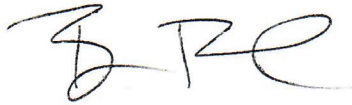
Funding from the Preservation program is necessary for the Church's workforce housing development to occur. The inability to secure a commitment of Preservation funds prior to construction jeopardizes the feasibility of developing the 21 workforce units. We have decided

this straightforward presentation is the best approach, and we hope it can lead to a rule change in the Preservation program and allow funding for the PCJH proposal.

With this presentation in mind, we step beyond the dilemma in describing the Church's proposal and state what we know to be true, and hope the program rules will be changed and Preservation funds awarded for the Church's proposal. Toward that end, we say the following.

- The PCJH proposes 21 housing units that will be used exclusively for workforce housing and the Church is willing to deed restrict every unit for this purpose.
- The Church assumes the responsibility for building the housing overwhelmingly with private money gained through fundraising, but without supplemental funding from the Preservation program, it is less likely the 21 workforce units will occur.

Sincerely,



Ben Pascal Senior Pastor



Scott O'Hare Chairman
PCJH Housing Committee



William E. Collins, AICP

June 7, 2024

Tyler Valentine
Town of Jackson Planning & Building
150 E Pearl Ave
Jackson WY 83001

RE: PCJH Development Plan Application Revision and Response to Comments

Dear Tyler,

We are submitting this revised application along with the requested supplemental materials according to the below e-mailed list from June 3, 2024 from Tyler Valentine to Bill Collins.

1. An updated narrative/clarification on the specific type of deed restriction proposed on the units.

The revised application is attached, in both clean and redline versions. The workforce deed restriction has been removed from the proposal and the units are now proposed to be unrestricted. Funding from the Housing Preservation Program will be sought in exchange for workforce deed restrictions after the units are approved. Details can be found on Page 4 of the revised application.

2. Details and photos of the proposed retaining wall (you sent this but it should be submitted with a re-packaged application).

Attached.

3. More details on sight distances/safety related to where the bike path intersects with the entrance off Montana.

See attached memo. Teton County Pathways is seeking funding to relocate the section of pathway on Montana Rd to the proposed location on South Park Loop Rd, which would improve the current situation.

4. A statement, and response, from the PC discussion about potentially taking access from SPLR. We had this discussion verbally, but we need it in writing.

SPLR access can occur in two scenarios:

- 1) *connecting driveway from existing Church driveways into housing development; half of required parking on housing parcel*
 - *this would require extensive asphalt and route additional traffic onto SPLR*
- 2) *no car connection and no parking on housing site and all housing parking in existing Church lot*
 - *this would pose an accessibility problem with parking and access to the housing development; a long walk to carry groceries and trash;*

In both scenarios, about half of the required parking is already in the Church parking lot via a shared parking agreement. With the current plan, the parking has the same split between the Church lot and the housing site but access is split between Montana Rd / Hi-Country Dr

and SPLR. This reduces the traffic burden on the uncontrolled SPLR driveway and moves half of it to the controlled intersection at Hi-Country and SPLR.

5. Are you only asking for a fee waiver for planning application fees, or building application fees also?

We are requesting a fee waiver for all fees.

Thank you for your consideration of our revised application and we are looking forward to continued discussion.

Sincerely,
JORGENSEN ASSOCIATES

A handwritten signature in black ink, appearing to read 'M. Dunbar-Irwin'.

Mila Dunbar-Irwin
Deputy Planning Manager



JORGENSEN
It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com

MEMORANDUM

TO: Mila Dunbar Irwin
FROM: Reed Armijo, P.E.
DATE: June 7, 2024
SUBJECT: Presbyterian Church Jackson Hole
Montana Road Access

PROJECT NO.: 22072

Mila –

We have reviewed the sight distance of the access to Montana Road and the pathway. The orientation of the driveway is largely necessary to address the elevation difference between Montana Drive and the site. The design balances the driveway grade with pathway interface. The sight distance to the pathway is not an issue as there are no obstructions. The retaining walls towards the top of the access are daylighting to existing grade such that vehicle driver's view is not obstructed.

The access design is being refined to move slightly west such that grade and intersection angle can be reduced and improved. An exhibit depicting the adjustment is being refined.

Please let me know if you have any comments or questions.



November 9, 2023

Tyler Valentine
Town of Jackson Planning
150 E Pearl Ave
PO Box 1687
Jackson, Wyoming 83001

RE: Presbyterian Church of Jackson Hole Workforce Housing Development Fee Waiver Request

Dear Tyler,

On behalf of our clients, the Presbyterian Church of Jackson Hole (PCJH), we are requesting a partial or full fee waiver for the fees associated with the Development Plan and Master Plan Amendment (submitted concurrently with this letter). The project proposed is for a voluntary deed-restricted workforce housing development to house employees of PCJH and other qualified individuals. PCJH is a registered 501c(3) non-profit and provides many community programs including preschool, summer programs, and hosting covid vaccination clinics. The workforce housing development is essential to maintaining staff for their programs and will provide much-needed housing to other qualified Teton County residents. This is not a for-profit housing development.

This application is subject to the following fees:

Application	Fee
DEV	\$3,198
Master Plan Amendment	\$1,919
TOTAL	\$5,117

Should you have any questions or require additional information, please do not hesitate to contact me at our office. Thank you for your assistance.

Sincerely,
JORGENSEN ASSOCIATES, INC.

Mila Dunbar-Irwin
Deputy Planning Manager

BOULDER WALL DETAIL

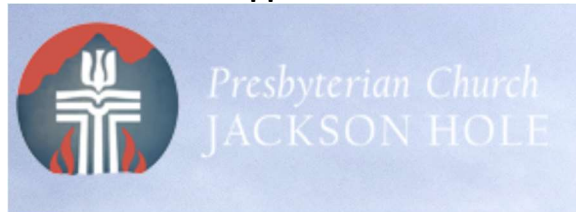
NOT TO SCALE



Photo: Example of stacked boulder wall

**MASTER PLAN AMENDMENT,
DEVELOPMENT PLAN
and CONDITIONAL USE PERMIT
for
PRESBYTERIAN CHURCH of JACKSON HOLE
HOUSING DEVELOPMENT**

Applicant:



Presbyterian Church of Jackson Hole
1251 South Park Loop Rd
Jackson WY 83001

Prepared by:



Jorgensen Associates, Inc.
Engineering, Surveying, and
Planning
1315 Highway 89 South,
Suites 201 & 203
P.O. Box 9550
Jackson, WY 83002
307.733.5150



Collins Planning Associates
Planning and Strategy
740 East Pearl Ave
Jackson WY 83002
307.690.4436



GreenSpur
Architects and
Designers
929 West Broad Street
Suite 200
Falls Church VA 22046
202.483.3794

Town of Jackson
Initial Submittal Date: November 10, 2023
Re-submittal Date: January 18th, 2023
Jorgensen Associates, Inc.
Project No. 22072

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SECTION 1 - PROJECT PROPOSALS, BACKGROUND, AND HISTORY

A. REQUESTED ACTIONS

The Presbyterian Church of Jackson Hole submits this application to build 21 housing units and it triggers the need for three approvals by the Town of Jackson.

- One approval amends the Cottonwood Park Complete Neighborhood Master Plan (CNMP).
- The second approval entitles a development plan to build 21 townhouses in two phases.
- The third approval grants a Conditional Use Permit (CUP) to allow an Institutional use of a small accessory building.

The property is zoned PUD NL-3. When the NL-3 is a stand-alone zoning district, it allows detached single family residential units. However, PUD zoning is applied because the property is in the Cottonwood Park CNMP and the master plan overrides the NL-3 standards.

This CNMP was approved in 1983 to allow 785 dwelling units in various types of housing. All but 59 of these units have been built and this requested amendment assigns 18 of the unbuilt units to the Church property, to be combined with three units already assigned to the property for a total of 21 residential units. This amendment also allows townhouse units on the Church property when the underlying NL-3 zone ordinarily only allows detached single family units. Finally, this application further amends the CNMP to allow an Institutional use on the housing parcel to allow Church related activities in the accessory building. The file on the master plan does not contain evidence that Institutional uses are allowed but another church (not PCJH) was approved, constructed, and currently operates in the CNMP. The CNMP and the amendments are discussed in greater detail below.

The second decision approves a development plan for 21 dwelling units that are proposed as 20 unrestricted free-market houses and one deed restricted affordable unit to satisfy LDR requirements. The pressing need to house its workforce is the only reason the Church is proposing this development. To help finance the development, the Church will seek funding from the Housing Preservation Program at the very first opportunity, and approved funding from this program will require workforce deed restrictions on all 21 units. While this proposal fully meets the intent of the Preservation Program, a technicality in the Program rules requires approval of unrestricted units before seeking Program funding, otherwise the Church would immediately deed restrict all 21 units. The Church has been approved by the Housing Department as an eligible applicant for Preservation Program funding.

Thirdly, this application requests a CUP for the Institutional use of the accessory building on the housing parcel. It is uncertain if this approval is necessary given the authority and status of the CNMP. But in the interest of clarity, a CUP is included in this request. The accessory building and

its intended use are discussed in detail below.

B. OWNER & PROJECT TEAM INFORMATION

APPLICANT & PROPERTY OWNER:

Presbyterian Church of Jackson Hole
1251 South Park Loop Rd
Jackson WY 83001

LAND USE PLANNING, SURVEYING & ENGINEERING

Jorgensen Associates, Inc.
1315 Highway 89 South, Suites 201 & 203
P.O. Box 9550
Jackson, Wyoming 83002
307-733-5150

LAND USE PLANNING

Collins Planning Associates
740 East Pearl Ave
Jackson WY 83002
307.690.4436

DESIGN

GreenSpur
Architects and Designers
929 West Broad Street Suite 200
Falls Church VA 22046
202.483.3794

LANDSCAPE DESIGN

Teton Heritage Landscaping
PO Box 1748
Wilson WY 83014

C. PROPERTY DESCRIPTION and PRIOR APPROVALS

I. Location

The subject property is part of the Presbyterian Church campus and is located on the north side of South Park Loop Road, immediately west of the intersection with Hi-Country Drive. It is bordered on the north by Montana Drive, and by 295 Blair Place apartments immediately south of the property, on the opposite side of South Park Loop Road. The property generally is triangular in

shape. Two driveways to the Church and about two dozen parking spaces in the Church parking lot occupy the western extremity of the property, which is the narrow part of the triangular shape.

The subject property is a 2.93-acre metes and bounds parcel that was created when South Park Loop Road was relocated. It is not in a platted subdivision. The County Commissioners and Four Lazy F Ranch executed a land exchange in 1993 that shifted the road to its present alignment. This 2.93-acre parcel, and another 3.74-acre parcel that is east of Hi-Country Drive, were created by the land exchange. In the land records, the subject parcel is depicted on map T-312C.

II. Ownership

Presbyterian Church of Jackson Hole purchased both the subject 2.93-acre parcel and the 3.74-acre parcel from the Four Lazy F Ranch in 1999. The Church also owns the adjoining 5.15 acres where the Church building and parking lot are located.

III. Zoning and Existing Assigned Density

The property is zoned PUD NL-3 and was assigned three density units by the County Commissioners as part of a land exchange with Four Lazy F Ranch. The land exchange provided Teton County land for the current alignment of South Park Loop Road and the County conveyed the subject parcel to Four Lazy F. A thorough review of the CNMP file did not reveal the basis for the choice of three units, but it is possible this number simply established a land value that allowed the exchange to go forward. In a letter describing the exchange, the Commissioners stated that the three density units would come from the 785 units approved in CNMP.

The NL-3, when standing alone and not coupled with a PUD zone, is a low density neighborhood zone intending to recognize existing residential neighborhoods. The NL-3 ordinarily permits detached single family dwelling units.

The PUD designation recognizes the long standing Cottonwood Park CNMP which has been developed over several decades and includes the subject property. The Land Development Regulations describe PUD zones as applying to large or complex developments that are planned as a single, continuous project. PUD zones allow greater design flexibility and variations from the strict application of underlying zoning district, when the variations achieve specific community goals that enhance implementation of the Jackson/Teton County Comprehensive Plan.

History of the Cottonwood Park CNMP is detailed below. It was approved in 1983 by both the County Commissioners and the Town of Jackson. Both jurisdictions approved numerous blanket variances (in the county) and PUD style variations (in the town). Among these variations were internal and external setbacks, thereby allowing alternative setbacks for the CNMP developments. The Church's proposal uses one of the variations by proposing a 10 foot setback from South Park Loop Road when 20 feet is ordinarily required.

IV. Comprehensive Plan

The property is in Character District 5.5, West Jackson Residential, as defined in the Jackson/Teton County Comprehensive Plan. The plan of the Church to house members of the workforce, the townhouse style units, and the Church's plan to retain ownership of most or all the units, exactly match the "desired future character" for District 5.5 as described in the Comprehensive Plan. The Plan calls out the following elements of "desired future character" for the area that contains the Church property:

- "This subarea provides much of the community's workforce housing in a wide variety of housing types, including single family, duplex, tri-plex and multifamily."
- "In the future, effort should be made to ensure that this neighborhood retains its vitality, cohesiveness and accessibility for the local workforce."
- "An important goal of the subarea will be to maintain a strong sense of ownership and community in the area."

The Church proposal checks all these elements of the desired future character.

- ✓ The 21 housing units will be occupied by members of the workforce in an area where the Comprehensive Plan prioritizes workforce housing.
- ✓ The Church plays a major role in building and maintaining a sense of community. It provides services, programs and activities for people of all ages. Church facilities are used for a wide variety of community purposes, including
 - hosting COVID vaccinations,
 - housing community residents during power outages,
 - hosting weekly community dinners,
 - conducting numerous programs for the community's youth, and
 - accommodating community meetings.

The Church faces the difficult challenge of staffing the numerous community-serving programs, and has an immediate need for 10 workforce housing units. The remaining 11 units will be built in a future, and unscheduled, phase 2. The 10 phase 1 housing units address an essential need of the Church, and without the ability to house employees and program directors, the Church may not be able to continue its role in the community.

The Church will retain ownership of the housing and provide it to employees, program directors and others who work for the Church. If funding allows a faster development pace than anticipated and the phase 2 units can be built ahead of Church need, these units will be rented to other churches and non-profit organizations for an interim period, until the time when PCJH personnel will occupy them. As the Church struggles to establish the necessary

funding to construct these units, some townhouses might be sold to entities that are partners of PCJH or social service agencies to house their employees and help fund construction of the overall development.

V. Cottonwood Park Complete Neighborhood Master Plan

The subject parcel is in the Cottonwood Park CNMP, a plan that was approved in 1983 and included 785 housing units and about 12 acres of commercial uses on approximately 158 acres. (Recent CNMP amendments have converted the commercial uses to residential uses.) The CNMP contains all phases of Cottonwood Park, Rangeview Park, Community Bible College, Ellenwood, Cottonwood Flats and Blair Place apartments. The CNMP was approved to include single-family houses, duplexes, attached clustered homes and townhouses, and a range of densities with highest density being 18.42 units per acre. The average density for the overall plan was approved at 8.93 units per acre. The current zoning applies the PUD designation to the entire CNMP area, including the Church property, to recognize the CNMP and enable its continued development.

The CNMP was proposed in 1983 for land in the unincorporated county that was zoned RPJ, a zoning district applied to land that was suitable for development and expected to be annexed into the town. (The subject property was annexed in 2006). This Master Plan was approved by the County Commissioners and, even though it was in the unincorporated county, there was broad expectation that the CNMP would be annexed and therefore the town approved it at the same time.

PUD and CNMP are master plans for large areas, and they may vary from county and town zoning standards to accomplish community goals. The Commissioners approved blanket variances for building heights, setbacks from exterior and interior property lines, separation between buildings, impervious surfaces, building lengths, parking requirements, street standards and rights-of-way width. The town approved the same list of variations using PUD type criteria that allow variations from the regularly applied zoning rules.

The CNMP has been developed over the last four decades, and now the only vacant parcels remaining in the Master Plan area are two parcels owned by the Church. (The two parcels created by the road relocation.) Of the 785 residential units that were approved in 1983, 59 remain unbuilt. Four of these units have been allocated to the Church's two parcels (three to the subject 2.93-acre parcel and one unit to the 3.74-acre parcel). The 3.74-acre parcel and its one density unit are not a part of this application. The CNMP has been amended at least a half dozen times over the years; this application proposes further amending the CNMP to allocate 18 of the unbuilt units to the subject property, to be added to three units already assigned to the parcel, for a total of 21 units. The CNMP amendment also permits townhouses on the subject property when the NL-3 zone, when standing alone and not coupled with a PUD zone, permits only single family dwellings. This application also amends the CNMP to permit the Institutional use of the accessory

building on the housing parcel.

VI. Prior Approvals

This housing site adjoins a separate parcel that contains the Church building and parking lot. A development plan approved in 1999 allowed the Church and parking lot to be built on 5.15 acres, land that originally was platted as six Indian Trails house lots and a street cul-de-sac. A subsequent approval in 2006 authorized a 14,000-square-foot expansion to the Church. This 5.15-acre site is within the Indian Trails subdivision and is not in the CNMP.

The subject housing parcel was not included in either the initial approval that allowed construction of the Church or in the second approval that permitted the expansion. However, the two driveways into the Church parking lot, and several parking spaces, occupy the western most part of the subject housing parcel.

VII. Natural Resources, Hazards

The property does not contain any significant natural resource that is protected by the LDR. It is relatively flat, and the ground cover is labeled as introduced grasses, sagebrush and transitional ground cover. The most significant vegetation on the parcel are the blue spruce and aspen trees the Church planted between the two existing driveways to the Church parking lot. An irrigation ditch flows through the center of the property and will be protected by 15-foot setbacks on each side. No natural hazards exist on the site. Neither the Natural Resources Overlay nor the Scenic Resources Overlay apply to the property.

SECTION 2 – DEVELOPMENT PROPOSAL & FINDINGS

A. DEVELOPMENT PROGRAM

The Church proposes to develop 21 townhomes on the 2.93-acre parcel in two phases as detailed below. All units will house members of the workforce.

TABLE 1		
Phase One		
Unit Type	Number	Square Feet
One – Bedroom	2	695, 760
Two – Bedrooms	3	962
Two – Bedrooms	2	1,090
Four – Bedrooms	3	1,955
Community Building ¹	1	1,500
Total Res. Units, Sq. Footage	10	13,886
Covered Parking Spaces	10	
Phase Two		
Two – Bedrooms	5	962
Two – Bedrooms	4	1,090
Four – Bedrooms	2	1,955
Total Res. Units, Sq. Footage	11	13,080
Covered Parking Spaces	14	
Phase Three		
East end of site – reserved for future Church use		

1.Phase 1 will include a small community building located west of the housing units as an amenity for residents of the property. The Church also wishes to have the flexibility to use this building for Church related activities, and therefore a CUP for an Institutional use is included in this application. A technicality requires the CUP. By definition, an accessory use must be on the same property as the principal it serves. The housing site and the Church property are different legally

described properties and therefore, a CUP is required for an ordinary accessory use to serve the Church on the adjoining property.

Foreseeable uses by the on-site residents include the following.

- Residents of the small units reserving the space to host friends and dinners,
- Recreational and social gatherings, and
- Neighborhood meetings.

Foreseeable uses by the Church include the following.

- Bible study classes and other classroom activities,
- A fellowship hall for youth to gather for social activities, and
- Meetings.

The main Church building will continue as the primary location for activities, community events and large functions.

A vacant land area on the eastern end of the property will be reserved for future Church use. There is no known use for this ground at the present time and any use of it will be in the distant future. This reservation simply avoids precluding use of this land area in the future.

B. PHASING

Timing of development is dependent on a fundraising campaign, but projections foresee phase 1 construction commencing within two years of approval. The church requests added flexibility of two years to commence construction instead of 18 months as ordinarily required by the LDR.

The timing of phase 2 construction is unknown but there will be efforts to build as soon as possible after completion of phase 1. To expedite construction of the overall development, a plan to sell some townhouses to PCJH partners to house their workers is being explored. Any future use of the eastern end of the property is unscheduled and expected to be many years away.

C. WATER, SEWER AND UTILITIES

See Engineer's Report. Sanitary sewer will be connected at existing Town of Jackson infrastructure in Seneca Lane. Water will be connected through an existing distribution system in South Park Loop Road. Communication lines will enter the site from an existing pedestal on the SE corner of the Church lot, and power will be provided from a new electrical vault to be installed in a similar location.

D. ACCESS, CIRCULATION

Access to the units and their parking will be provided by a driveway that enters from Montana Drive on the northern side of the property. This access location complies with a condition of the 1993 land exchange between the County Commissioners and Four Lazy F Ranch that created the new South Park Loop Road alignment. (See written agreement in Section 4.) A public pathway currently wraps around the property passing along the northern boundary. It has been proposed to be relocated to run along the southern edge of the property before turning north and crossing

the site and connecting with the existing path in Montana Drive, and the site plan accommodates this change, however, it is not planned as part of this application.

E. BIKE STORAGE

All bike storage will be accommodated in a shared basement space underneath the unit blocks. It will be accessible to guests and residents via a staircase and door at the east end of the Phase One units and the west end of Phase Two units. Both long term and short term bike parking is proposed, built in accordance with each Phase. Phase One proposes 12 spaces in 6 long-term bike lockers (dimensions 33"W x 77.5"L x 50.25"H – 2 bikes per locker), and 12 short-term spaces via 6 racks with space for two bikes each. Phase Two proposes an additional 23 spaces, 6 bike lockers with space for two bikes each, and 6 bike racks also with space for two bikes each.

F. LANDSCAPING

A landscaping plan has been provided (see appendix), prepared by a licensed Landscape Architect, to comply with the Town of Jackson regulations. It depicts and quantifies the significant landscaping currently on the site that will be retained (46 trees, 5 shrubs, 2 bike racks). The landscaping plan also illustrates the 21 plant units that are proposed.

G. HOUSING MITIGATION PLAN, DEED RESTRICTIONS

Townhouses

The development program of unrestricted units requires the payment of an affordable housing fee of \$247,884 or the deed restriction of 0.911 units, as shown in Table 2. The LDR require the deed restricted unit to have two bedrooms and be affordable to a household earning 120% of the areawide median income. This application proposes to deed restrict a 962 square foot 2-bedroom unit in phase 1 to be rented to a household earning no more than 120% of the median income. The "employer" deed restriction will be recorded against this unit to allow the Church to retain ownership of the unit and rent it to a Church employee.

TABLE 2				
Required Affordable Housing for a Free Market Development Program				
	Bedrooms	Square Feet	Quantity	Housing Required
Attached SF	1	695	1	0.023
	1	760	1	0.025
	2	692	8	0.179
	2	1,090	6	0.242
	4	1,955	5	0.442
Total				0.911 / \$247,884

The deed restricted unit will be occupied by a full time year round employee of the Church. The Church's urgent housing needs require all the 10 units in phase 1. If fundraising successes allow an early construction of phase 2 ahead of the Church's ability to house additional employees, units will be leased to other churches or non-profit organizations for an interim period of time. Also under consideration is the opportunity to sell some townhouses to social service agencies that would house their employees and help fund the overall development. Notably, these residential units will house employees who already occupy existing jobs, rather than housing employees in new jobs created by new development. All year round Church employees, and any non-PCJH employees will fully meet the definition of "employee" and their occupancy will comply with the terms of the workforce rental deed restriction. The Church will seek funding from the Housing Preservation Program to help finance this development, and if funding is approved, then all 21 units will be deed restricted as workforce housing. The employer based deed restriction would be used to allow the units to be owned by the Church, or a social service agency.

The Church has been approved by the Housing Department as an eligible applicant/recipient of funds, for the Housing Preservation Program. While this workforce housing development meets the intent of the Preservation Program, the literal interpretation of the rules requires approval of unrestricted housing units before funding can become available. Otherwise, the Church would immediately restrict all 21 units for workforce housing.

Community Building, Independent Calculation, No Employee Generation

The community building, in practical terms, will serve as an accessory building/use to both the residential units and the Church, and therefore will generate no new jobs or employees. For the Church, the community building provides an alternative location for activities that already occur on the main Church campus. Any employees who may staff these Church related activities are already employed by the Church.

H. LIGHTING, FENCING, OPERATIONAL STANDARDS, SUBDIVISION, DEVELOPMENT OPTION

Lighting across the site and on the buildings is shown on sheet A07 of the Architectural Drawing Set. All lighting will be downcast and will comply with the dark sky regulations.

No fencing is proposed.

No outside storage is proposed. Both phases will have enclosed trash sheds and the residential use will not generate any violations of other operational standards in the LDR.

The property will not be subdivided or deploy any other development option. The Church will

retain ownership of all units and the total property.

I. DESIGN GUIDELINES

The Architectural Drawing Set in the Appendix illustrates the floor plans of all buildings, including the Fellowship Hall, and the elevations for the residential units. The exterior siding will be vertical stained wood and corten. The roof will be corten and the residential units will have a 8/12 roof pitch. All residential buildings will comply with the height limits and the Fellowship Hall will be 14 feet tall, unless an existing historic building can be moved onto the site which may be taller than 14 feet.

J. GRADING, EROSION CONTROL, STORM WATER

See Engineer's Report in Section 3.

K. USE AND DENSITY

The NL-3 zoning permits single family detached housing at a density of one unit per lot. The minimum lot size in the NL-3 zone is 7,500 square feet. However, the subject parcel is zoned PUD NL-3 to accommodate the CNMP and allow its continued development. This master plan allows additional types of housing, including townhouses as proposed by the Church, and much higher densities than the underlying NL-3 zone. See the discussion above on the Cottonwood Park CNMP for a more detailed discussion. The proposal also contains a 1,500 square foot structure to serve as a community building.

L. PUD NL-3 ZONING STANDARDS, OTHER LDR STANDARDS

TABLE 3						
LDR Standards and Compliance						
Gross Site 2.93 acre 127,631sf						
LDR Standard	Required Allowed	Proposed		LDR Standard	Required Allowed	Proposed
FAR	.40 51,052	37,220		LSR	0.45 57,434	66,020
				Plant Units	1 per lot	21
Bldg. Height	30 8/12 pitch	29' 5" to ridge 25' 1" to mid- point		Accessory Bldg. Height	14	14
Structure Setbacks				Parking Setbacks		
Primary St.	20	20		Primary St.	20	20, 10 ¹
Secondary St.	10	10		Secondary St.	10	10
Side, Interior	10	10		Side, Interior, Rear	5	5
Rear	10	10		Parking Spaces	2.5 per unit (53)	25

1. Variation from Primary Street Setback

Numerous variations from town zoning standards were approved in 1983, which is customary for CNMP or PUD style of developments. Setbacks were among the blanket variations that were approved. This proposal includes a 10 foot setback from South Park Loop Road, when 20 feet is ordinarily required in the underlying NL-3 zone. The applicant believes this variation from required setbacks was approved in 1983, but submits the following justification in the event the Town Council wishes to reapprove it.

- The planning staff has determined that both Montana Drive (abutting to the north) and South Park Loop Road are primary streets, thereby creating 20 foot primary street setbacks on both the north and south sides of the property. The housing units face an internal courtyard and back up to both streets.
- A steep slope along the northern property line prevents moving the development further

north and thereby reducing the setback from Montana Drive rather than South Park Loop setback.

- South Park Loop is located within a parcel (as opposed to an ordinary easement) that is 90 feet wide, and the Church's property line is 30 feet from the edge of the road shoulder.
- A few other buildings in Cottonwood Flats and Mountain View Meadows, that also back up to South Park Loop, have 10 foot setbacks from the Road, indicating that either the same reduction has been previously approved or that South Park Loop has not consistently been designated as a primary street.
- The center courtyard between the housing units is a defining feature of the site plan and creates a desirable living environment. This courtyard maintains 20 feet between the front porches that face one another. A 20 foot street setback would reduce this separation by half.
- The LDR apply PUD standards to previously approved CNMP (Sec. 4.4.1.B.1).
- The LDR establish the purpose of PUD zones as permitting variation from the strict application of the zoning district to achieve community goals and implement the Comprehensive Plan (Sec. 4.4.1.A). The Church proposes housing intended for the workforce consistent with the Comprehensive Plan goal of housing 65% of the workforce.
- LDR also state that development standards for each PUD are established by the PUD Master Plan and all physical development shall comply with the master plan (Sec. 4.4.1.D.1). The 1983 approval of the CNMP included variations from the setbacks in the underlying zoning districts, and this amendment provides an opportunity to reapprove the variation if the Town Council finds it desirable to do so.

M. PARKING

A total of 23 parking spaces are proposed for 21 housing units when the LDR ordinarily requires 53 spaces. Providing the fewest number of parking spaces to adequately serve the development is in everyone's best interest.

- It avoids the visual impact of a large parking lot adjacent to the Church's existing 251 space lot.
- It also allows for the maximum number of housing units to fit onto the property when the community disparately needs such housing.
- And it reduces the cost of building the workforce housing, making the development more financially possible.

The LDR provides a mechanism to reduce parking requirements on a case-by-case basis. A "shared parking" plan with an adjoining land use may be approved that allows some percentage of the parking to meet the LDR requirements of both uses. This application proposes a shared parking plan between the 21 residential units and the Church. In addition, the town in 1983 approved several blanket variations from the regulations of the underlying zoning district, including a variation from parking standards.

The shared parking standard regulations allows the parking required for a non-residential use to be shared with a residential use. When the residential use is deed restricted workforce housing, then 100% of the parking for the non-residential use may be satisfied by the parking provided for the residential use.

This proposal is a slightly different twist on the shared parking standard. Rather than reducing parking for the non-residential use (the Church), this request reduces the required parking for the residential use. One parking space per dwelling unit will be provided on the housing site of phase 1. Thirteen spaces will be provided on site for the 11 residential units in phase 2, for a total of 23 spaces for 21 units. Many of the residents of the housing will work for the Church, which is located adjacent to their residence, allowing parking spaces to serve both the employee's workplace and residence. Also, the adjoining Church parking lot has 251 parking spaces, certainly enough to accommodate any overflow parking demand the housing may create from time to time. This proposal requests that remaining required parking for the residential use, and any generated by the CUP Institutional Use, be satisfied by the existing Church parking lot. A shared parking plan for 30+ spaces will be developed with the Church and presented for approval.

M. DEVELOPMENT EXACTIONS

The Church will comply with applicable park and school exactions at the time a townhouse subdivision is approved if necessary, if this development is not exempted because the units will be deed restricted as workforce housing prior to the subdivision.

N. FINDINGS FOR APPROVAL

Applicable LDR and Proposed Compliance

Two threshold provisions in the LDR create the path for these applications to proceed to approval. Section 1.8.2 establishes the legal standing of CNMP and Section 1.8.3 establishes the method for amending these plans. Both provisions are highlighted below followed by the applicant's responses.

Section 1.8.2.C. Approved Permits & Approvals, PUDs and Other Special Projects

The following projects shall remain valid and shall not be considered nonconforming regardless of their compliance with these LDRs;

5. Complete Neighborhood Master Plans that have vested their rights.

The Cottonwood Park CNMP was approved by the County Commissioners in 1983 under regulations then in effect. (It was called a Planned Unit Development by the county LDR.) In anticipation of annexation into the town, the same master plan also was approved by the town, even though annexation had not yet occurred. The town's terminology labeled the plan a CNMP.

The subject housing parcel is within the legal description of the CNMP and maps that illustrate the

master plan have included the parcel for 40 years.

Development of the CNMP has occurred steadily over four decades, including many phases that occurred after the area was annexed. Of the 785 residential units that were approved, all but 59 have been built. In good faith reliance on the CNMP approval, infrastructure has been constructed, parks have been created and developed, fees and exactions have been paid.

There is no question that the Cottonwood Park CNMP is fully vested and entitled to be completed.

Section 1.8.3 Amendments to Approved Permits and Approvals

A proposed minor deviation or amendment to an existing permit or approval shall be reviewed pursuant to the standards and procedures of Section 8.2.3.

Section 8.2.3 establishes the “findings for approval” that must be satisfied as a prerequisite for approval of the CNMP amendment. These “findings” are in multiple LDR sections, and they are highlighted below followed by the applicant’s responses.

An approved and vested CNMP can be amended per the LDR and the Cottonwood Park CNMP has been amended multiple times over the years, at least six times. A recent amendment changed the northwest corner of the CNMP from a commercial designation to residential uses and cleared the way for Cottonwood Flats to be built. This application includes an amendment to the CNMP to locate 18 of the unbuilt 59 units on the subject property, to be added to the three units already assigned to the property, allowing for a total of 21 units, and to allow townhouses on the site.

CNMP Amendment Findings, DEV Findings, CUP Findings

Amending the CNMP requires the findings in five LDR sections to be satisfied. There are two additional sets of findings for approving the development plan and the CUP for the Institutional use. The findings of all seven sections are highlighted below followed by the applicant’s responses. Many of the findings are duplicative but repetitive responses are avoided.

Section 8.2.13 Findings For Amendment To CNMP

Section 8.2.13.D.3 PUD Amendment, PUD Option No Longer Available.

- a. ***Improve the implementation of the desired future character of the area identified in the Jackson/Teton County Comprehensive Plan. Complies.***

The subject property is in Character District 5.5, West Jackson Residential, as defined in the Comprehensive Plan. The workforce housing proposed by the Church exactly matches the

“desired future character” for this District. The Comprehensive Plan calls out the following elements of “desired future character” for District 5.5.

- “This subarea provides much of the community’s workforce housing in a wide variety of housing types, including single family, duplex, tri-plex and multifamily.”
- “In the future, effort should be made to ensure that this neighborhood retains its vitality, cohesiveness and accessibility for the local workforce.”
- “An important goal of the subarea will be to maintain a strong sense of ownership and community in the area.”

The Church checks all these elements of the “desired future character.”

- ✓ The Church proposes to house employees in an area where the Comprehensive Plan prioritizes workforce housing.
- ✓ The Church plays a major role in building and maintaining a sense of community. It provides services, programs and activities for people of all ages. Church facilities are used for a wide variety of community purposes.
- ✓ The Church will retain ownership of the housing and provide it to employees, program leaders and others who staff the many activities. This housing is essential for the Church to continue the services and activities that build and maintain a sense of community. The potential to rent some units to employees of other churches or non-profit agencies, or to sell some townhouses to PCJH partners or social service agencies to help fund construction of the overall development, is being explored. Under all potential scenarios, the entire development will be occupied by members of the community’s workforce.

b. *Comply with the requirements of the underlying base zoning to the maximum extent practicable.* Please see the section above that details full compliance with the underlying NL-3 zoning. Several blanket variations to the 1983 zoning were approved, but this application does not rely on them. **Complies.**

c. *Complies with the standards of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.* The property is not in either overlay zone. **Not applicable.**

d. *Not adversely impact public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.* Please see the Engineer’s Report that accompanies this application for detailed information. Municipal water and sewer lines are immediately adjacent to the property and adequate capacity exists in both systems to accommodate this proposed housing. The sewer extension onto Church property also provides an opportunity for future connections to the adjoining residential neighborhood, which could eliminate known septic problems in that area. The development will house personnel, program directors and others who work at

the adjoining Church. This immediate proximity between the housing and the Church will avoid adding traffic to nearby roads during the peak commuting time of day. **Complies.**

Section 8.7.4 D Planned Unit Development Findings for Approval

- 2. *The extent to which the PUD enhances the implementation of the desired future character for the land of the proposal beyond what could be achieved by base zoning.*** See above response for a description of “desired future character.” The underlying zoning of NL-3 allows only single family detached houses on 7,500 square foot lots, a development pattern that cannot provide workforce housing. The CNMP unquestionably provides workforce housing, and therefore better achieves the “desired future character,” than the NL-3 zone. **Complies.**

B

- 3. *The findings for the applicable PUD option found in Article 4.*** The applicable findings in Article 4 are identical to the findings above in Section 8.2.13 D 3. **Complies.**
- 4. *The applicable findings for the amendment of an existing PUD or other special project found in 8.2.13.D.*** See above responses to Section 8.2.13. D. **Complies.**
- 5. *The findings of Sec. 8.7.2.*** See below responses to Section 8.7.2. **Complies.**
- 6. *The findings of Sec. 8.7.3.*** See below responses to Section 8.7.3. **Complies.**

Section 8.7.2.C LDR Text Amendment Findings

- 1. *Is consistent with the purposes and organization of the LDRs.*** This amendment to the CNMP is clearly consistent with the adopted purposes of the LDRs. The primary purposes of the LDR are to implement both the common values of community character and the illustration of the community vision. The adopted common values are threefold: a) ecosystem stewardship; b) growth management; and c) quality of life.

Adopted Common Values

- a. Ecosystem Stewardship;

Steering development to the subject parcel promotes the ecosystem stewardship in multiple ways. Development will occur on property that

- is relatively devoid of natural resources;

- is in neither the SRO nor NRO and
- does not contain any agricultural resources.
- Vegetative cover type is sagebrush, introduced grasses and transitional vegetation.
- Most valuable vegetation consists of the aspen and blue spruce trees that were planted between the two existing driveways by the Church and a few trees along the irrigation ditch. All these trees will remain undisturbed by the proposed development.
- Furthermore, housing Church personnel, program directors and others on the Church campus, promotes the stated value of lessening consumption of nonrenewable energy, namely the energy consumed by transportation between home and work.

b. Growth Management;

Developing the subject parcel also furthers the growth management values of directing development into complete neighborhoods and maintaining the Town of Jackson as the primary location for jobs and housing. Using density units that already have been approved, rather than creating new development rights, implements another critical growth management goal. This proposed development will not add to the projected build-out population of the county, a foundational point of the community's growth management goals.

c. Quality of Life.

The quality of life value listed among the purposes of the LDR calls for workforce housing opportunities to house 65% of the local employees. This proposed development hits the bullseye. This proposed housing is for employees, program directors and others who already work at the Church. This proposal is not a new development that will create its own demand for additional housing, and then simply house its own new employees. This development essentially will house people who are already here.

Implement Illustration of Community Vision

In addition to implementing these common values, the other adopted purpose of the LDR is to implement the community vision. The vision refers to the "desired future character" of the area containing the property. The area containing the subject property is included in Character District 5.5. Please see the discussion above that describes the response to this finding. **Complies.**

2. ***Improves the consistency of the LDRs with other provisions of the LDRs.*** Amending the Cottonwood Park CNMP to locate housing on the Church property is consistent with numerous standards of the LDRs. Namely, the amendment is consistent with the

stated purposes of the LDRs, as detailed above. This application follows the adopted procedure for amending existing PUD and CNMP and is consistent with the numerous findings for such amendments, as detailed in other parts of this application.

Furthermore, the development that will be permitted by this amendment

- does not invoke the natural resource protections of these LDR,
- is consistent with LDR that require and incentivize workforce housing, and
- complies with the physical development standards of the underlying NL-3 zone. **Complies.**

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

Amending the CNMP creates flexibility for the landowner to develop workforce housing on a vacant part of the Church campus in a manner that perfectly accomplishes the “desired future character” of the area. **Complies.**

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

Extraordinary housing costs create a crisis that impacts every part of our community, and this impact is steadily worsening. There is an extreme public necessity for workforce housing of every type and the magnitude of this necessity overwhelms the financial resources that are available to address it. This amendment to the CNMP is in direct response to this public necessity. **Complies.**

5. *Improves implementation of the Comprehensive Plan.* The amendment to the CNMP and the development application to develop 21 housing units implement the Comprehensive Plan in numerous ways. The applications will:

- help house 65% of the workforce by building 21 units to house employees who already work here;
- avoid adding to the build-out potential of the county by using development rights that already have been approved and vested, but not yet built;
- steer development into a “complete neighborhood” (Town of Jackson);
- locate development on a site devoid of natural resources, thereby avoiding any conflict with goals to maintain the ecosystem; and,
- locate development near a transit bus stop, thereby promoting the transportation goals. **Complies.**

6. *Is consistent with other adopted Town Ordinances.* The proposed amendment to the CNMP and the development plan to build 21 residential units create no inconsistency with other Town Ordinances. **Complies.**

Section 8.7.3 C Zoning Map Amendment Findings for Approval

1. ***Is consistent with the purposes and organization of the LDRs.*** See response above. **Complies.**
 2. ***Improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan.*** See response above. **Complies.**
 3. ***Is necessary to address changing conditions or a public necessity.*** See response above. **Complies.**
 4. ***Is consistent with the other adopted Town Ordinances.*** See response above. **Complies.**
-

Section 4.4 Planned Unit Development

F. Amendment of an Existing PUD or Other Special Project. This subsection requires compliance with the findings in Section 8.2.13 D, which is addressed above.

Section 8.3.3 C Development Plan Findings for Approval

1. ***Is consistent with the desired future character for the site in the Jackson/Teton County Comprehensive Plan.*** See response above. **Complies.**
2. ***Achieves the standards and objectives of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.*** **Not Applicable.**
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.*** See response above. **Complies.**
4. ***Complies with the Town of Jackson Design Guidelines.*** **Not Applicable.**
5. ***Complies with all relevant standards of these LDRs and other Town Ordinances.*** See both discussions above about complying with standards of the underlying zone and consistency with other Town Ordinances. **Complies**
6. ***Is in substantial conformance with all standards or conditions of any prior or applicable permits or approvals.*** The proposed development is consistent with the Cottonwood Park CNMP as amended by a concurrent application. The subject property was not a part of the CUP issued for the Church construction and for its subsequent expansion. **Complies.**

Section 8.4.3 C Conditional Use Permit Findings for Approval

The CUP request is to allow an Institutional use of the accessory building.

1. Is compatible with the desired future character of the area.

In addition to the workforce housing, the desired future character of District 5.5 is to “maintain a strong sense of ownership and community” The Church is a major civic member of the community and engages in numerous important functions that maintain community. This accessory building complements and supports the Church’s ongoing community based activities. **Complies.**

2. Complies with the use specific standards of Div. 6.1. and the zone.

The subject property and accessory building are the Cottonwood Park CNMP, which varies from the underlying NL-3 zoning district. Accompanying this CUP request is an amendment to the CNMP to permit the Institutional use of the accessory building in a way that complements PCJH (which is not in the CNMP). Notably, the CNMP contains another church that was approved as a principal use. **Complies.**

3. Minimizes adverse visual impacts.

The accessory building will be approximately 1,500 square feet in size, in an architectural style compatible with the adjacent residential development, and it is setback approximately 60 feet from the edge of the travel surface in South Park Loop Road. **Complies.**

4. Minimizes adverse environmental impacts.

The property essentially is devoid of natural resources, is not located in the NRO or SRO, and the ground cover is classified as introduced and transitional vegetation. The overall development, and this accessory building, will create no negative environmental impact. **Complies.**

5. Minimizes adverse impacts from nuisances.

The uses of the building will create no negative impact. They will include small gatherings, mostly classes and bible studies and other indoor activities, and occasionally small outdoor groups around a fire ring. **Complies.**

6. Minimizes adverse impacts on public facilities.

The uses of the accessory building will create negligible demands on water and sewer infrastructure, and will be used by residents of the adjoining residential units or visitors who otherwise will be at the adjoining Church. **Complies.**

7. Complies with all other relevant standards of these LDRs and all other Town Resolutions.

The accessory building and its uses will comply with the dimensional limitations in the underlying NL-3 zone and will be consistent with the CNMP, which already contains another church within its boundaries. **Complies.**

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

The proposed CUP is consistent with the CNMP, which already contains another church within its boundaries. **Complies.**

SECTION 3 – ENGINEER’S REPORT

A. INTRODUCTION

This Engineer’s Report is intended to provide the engineering basis for design and to discuss engineering related topics for the development of Parcel 1, PT. NE1/4NW1/4 Section 6, Township 40, Range 116. The proposed development is split into two phases. Phase one includes 10 residential units intended to be workforce housing and one cabin for communal space. Existing Town of Jackson road, water, sanitary sewer, and storm sewer infrastructure will be used to serve the development. Electrical, gas, and communication utilities are in place at or near the proposed development. The basic layout site plan attached in **Section 5** and the general engineering items are discussed here.

B. SETTING

The site is located at the intersection of South Park Loop Road and Hi-Country Drive in the west part of the Town of Jackson and is part of the 3-parcel site for the Presbyterian Church of Jackson Hole. There is one parcel dedicated to the Church and its parking lot, another that contains a trailhead and is undeveloped, and the subject parcel, which contains a community garden and an irrigation ditch. The site hasn’t seen any other developments.

C. GRADING, EROSION CONTROL, DRAINAGE, & STORMWATER

Proposed conditions on site for phase one include two (2) residential buildings comprised of 10 total units, one (1) cabin for communal space, and ground level parking spaces. The residential buildings will be separated by a common open space. Phase one also includes a courtyard separating the residential buildings and the cabin. Proposed conditions on site for phase two include two (2) residential buildings and a ground level parking lot.

Stormwater release rate has been determined using pre-development conditions as specified in the most current version of the Town of Jackson Land Development Regulations. The three proposed ground floor parking spaces beneath the two upper-level units in Phase One will be sloped towards trench drains to capture stormwater running down the parking spaces and driveway. All captured stormwater will be carried to infiltrators or bottomless catch basins for disposal through underground infiltration.

D. SOILS AND SITE CONDITIONS

An original Geotechnical Investigation Report was produced by Jorgensen Geotechnical, LLC in the spring and summer of 2022 is attached herein in **Section 4**. The report identified the underlying soils as stony alluvial deposits which are deemed suitable for construction after removal of topsoil and other deleterious material and compaction. The site has been determined to be in an area of moderate seismic activity due to its proximity to the Teton

Fault. Appropriate coefficients should be used in the design of structures.

E. ROADS AND ACCESS

Vehicular access to the site will be provided from Montana Road. The Church Lot access located on the western portion of the site will remain but will not serve the proposed development. There will be pedestrian access provided from the church parking lot to the proposed development.

F. TRAFFIC

A Traffic Impact Study (TIS) was completed in 2023 by Jorgensen Associates for this development. The TIS indicates a satisfactory level of service at the intersection between South Park Loop Road and Hi-Country Drive. The level of service at this intersection decreases with time and is likely to meet conditions for lower operational capacity with or without the PCJH Employee Housing Facility by 2035. The completed Traffic Impact Study for this project is presented in a separate document titled “Presbyterian Church of Jackson Hole Employee Housing Center Traffic Impact Study” and attached herein **Section 4**.

G. PARKING

The development proposes the construction of twenty-one (21) condominium units consisting of a mix of one, two, three and four-bedroom units. All units are intended for workforce housing and would require two (2) parking spaces per unit. In this application, one parking space per unit is shown plus guest parking, and a proposal for allowing this parking calculation are included with this application in the narrative section. Phase one includes ten total parking spaces: three covered parking spaces under two units and seven uncovered parking spaces. Guest parking for phase one will be accommodated via an MOU with the Church and will be in the church parking lot. One of the uncovered parking spaces will be designated for ADA. Phase two includes thirteen parking spaces – 11 for residences and 2 for guests, all uncovered, with one ADA space.

H. PATHWAYS

According to the 2015 Community Streets Plan, South Park Loop Road, Hi-Country Drive, and Blair Drive are designated to include Multi-Use Pathways. Bike paths are provided west of the intersection along South Park Loop Road, south of the intersection along Blair Drive, and north of the intersection along Hi-Country Drive. A conceptual depiction for realigning the existing bike path across the frontage of the site is shown within sheet C1.0 of the attached site plan within **Section 5**. This is shown as a concept only and is not part of the DEV.

I. WATER

Water will be supplied by the Town of Jackson (TOJ) through the existing distribution system located within South Park Loop Road. Connections to the TOJ system will require an encroachment permit and a coordinated effort with the TOJ Public Works Department to

identify the appropriate water service tap location. Once the system is on the project property it will be owned and operated by the development and all maintenance will be the responsibility of the development. The project team will coordinate with the TOJ Engineering and Public Works Department for capacity fees, backflow protection, water meter size, domestic, irrigation, and fire suppression installation arrangements. Coordination with the Town Engineer will be essential as water demand values are refined and the site infrastructure design advances. The project team will also coordinate with the Fire Department to ensure adequate fire protection measures are in place.

The maximum domestic water demand is estimated based on the building program bedroom count to be approximately 17, 680 gallons per day (gpm) with a peak hour flow of approximately 49 gpm (Peak Factor 4). Water Demand was calculated using the AWWA M22 method estimated at 58 gpm based on fixture counts for all buildings. The higher value of the M22 is likely due to the additional fixtures generated by each half-bath within all units. A water model analysis with the above criteria was performed utilizing a 6-in domestic service and estimates the pressure at the building under the maximum daily demand to be 88 psi at the building and 87 psi at the TOJ 12-inch main. The expected velocity in the 6-inch domestic service is 0.14 fps. The expected velocities in the 12-inch main are expected to be 0.63 fps upstream of the connection and 0.52 fps south of the connection.

The fire suppression system demand is estimated to be 1,500 gpm from Appendix B, Table 105.2 of the 2021 International Fire Code based on the proposed building area and Type III-B construction. A water model analysis with the above criteria was performed utilizing a dedicated 6-inch fire service and estimates the pressure at the building under the fire flow and maximum daily demand to be 63 psi and 63 psi at the TOJ 12-inch main. The expected velocity in the dedicated 6-inch fire service is 0.12 fps. The expected velocities in the existing 12-inch main line is South Park Loop Road are expected to be 0.12 fps upstream of the connection and 0.15 fps south of the connection. The project team will coordinate with the fire sprinkler designer as the project advances and coordinate with the Fire Department to ensure adequate fire protection measures and equipment are in place.

Based on the water model analysis, it is expected that adequate capacity is available from the existing TOJ water main without additional improvements to the system.

A water demand estimate analysis is included in **Section 4**. A more detailed infrastructure layout is included with the Development Plan Submittal.

J. WASTEWATER

Sanitary sewer will be connected to the existing Town of Jackson sewage collection lines in Seneca Lane and eventually be treated at the TOJ Wastewater Treatment Plant in South Park. The sewage collection lines internal to the project will be the responsibility of the

development for operation and maintenance. Coordination between the building mechanical design and the TOJ Public Works Department will identify the appropriate service tap location. Continued coordination with the Town Engineer will be essential as wastewater flows are refined and the site infrastructure design advances.

A wastewater demand estimate analysis is included in **Section 4**. A more detailed infrastructure layout is included with the Development Plan Submittal.

K. CABLE UTILITIES

Communication lines will enter the project from an existing pedestal and transformer located on the southeast corner of the Church Lot. Power will enter the project from a new electrical vault to be installed near an existing power pole located near the southeast corner of the Church Lot. Lower Valley Energy and Cable Utility lines arrive at the site via buried utility lines through the northern portion of the site. Utility lines will be distributed to all buildings for phase one along with empty conduits for future connections during phase two.

L. SNOW STORAGE

Snow storage for the site is provided within areas adjacent to driveway and parking areas. Snow storage along the open space corridor between the buildings will be provided within all landscape areas.

M. GROUNDWATER, STREAMS, & RIVERS

There are no permanent streams or rivers on the site, but it does contain the Leeks Ditch, an irrigation ditch, conveying water from north to south that bisects the property. Groundwater was not encountered during the 2022 investigation by Jorgensen Geotechnical LLC. Six groundwater monitoring well standpipes were installed at depths ranging from 11.2-ft to 12.3-ft below ground surface. All standpipes never saw any groundwater penetration for the duration of the investigation.

SECTION 4 – TRAFFIC, ACCESS, GEOTECHNICAL INVESTIGATION, WATER and WASTEWATER CALCULATIONS

- **TRAFFIC IMPACT STUDY**
- **1993 ACCESS AGREEMENT**
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- **WATER AND WASTEWATER CALCULATIONS**

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- **LETTER of AUTHORIZATION**
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*Presbyterian Church of Jackson Hole
Workforce Housing Development
Traffic Impact Study*

October 30, 2023



Prepared For:

Presbyterian Church
JACKSON HOLE

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Prepared By:

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I. EXECUTIVE SUMMARY

With a focus on affordable workforce housing, the Presbyterian Church of Jackson Hole (PCJH), Wyoming, is pursuing the development of 21 deed-restricted workforce housing units consistent with the area's Comprehensive Plan identified District 5: West Jackson, Subarea 5.5: West Jackson Residential designation. The PCJH intends to construct 10 of the units initially and does not have an established timeline yet to develop the remaining units. This study includes analysis assuming development of all 21 units to evaluate the full build out condition.

The project site plan has been designed to accommodate potential future public transportation improvements, such as the installation of an adjacent START Bus stop, to facilitate convenient public transportation access for the residents. Additionally, the site plan allows for the realignment of the nearby pathway, which could improve safety and accessibility for bikers, pedestrians, and motorists. These features are proposed as potential ideas to the Town for consideration, rather than being included in the current project scope.

The study relied on traffic data collected by Jorgensen in September 2023. The anticipated trips generated by the PCJH Workforce Housing Development are based on the proposed development of 21 housing units. The traffic scenarios studied included 2025 baseline conditions without the proposed PCJH project, 2025 with the proposed PCJH Workforce Housing Development (opening conditions), 2035 baseline conditions assuming no housing development, and 2035 conditions with the PCJH project. For each traffic scenario, the intersection of South Park Loop Road and Blair Drive were analyzed at three different peak hours during the day and for traffic access at the Montana Drive / South Hi-Country Drive intersection. For the intersection of study, the Level of Service (LOS), a qualitative measure used to relate the quality of traffic service designated on a scale from A to F where LOS A represents the best operation and LOS F represents congestion/failing traffic conditions, was determined.

The study concludes that South Park Loop Road baseline conditions in 2025 is anticipated to operate at a satisfactory level of service B during the AM peak hour. In 2035, the intersection decreases to LOS D without the PCJH development. The eastbound traffic at the intersection is currently operating at a LOS B. The eastbound approach at this intersection will decrease to E 2035 with or without the PCJH Workforce Housing Development if the transportation circulation remains as is. The overall LOS of the intersection will decrease from B to D with or without the PCJH development.

With excellent access to several existing and proposed transit routes as well as nearby active transportation links (pathways, sidewalks, etc.) along Blair Drive and South Park Loop Road, the trips generated by this development are not expected to have any significant impact on levels of performance on adjacent streets and intersections or to the regional street system.

II. INTRODUCTION

The Presbyterian Church of Jackson Hole (PCJH), Wyoming, plans to develop 10 deed-restricted workforce housing units with a potential buildout of 21 total units, in alignment with the area's Comprehensive Plan that emphasizes the creation of affordable workforce housing. The church plays a key role in fostering community through diverse services for all ages, including summer camps and a pre-school program. Its facilities hosted COVID vaccinations, provides temporary housing, and hosts a variety of community events. To sustain its active role in the community, the church confronts the

challenge of staffing numerous community-serving programs, thereby emphasizing the immediate necessity for 10 workforce housing units. This housing is vital to fulfil the church's operational needs, as a failure to accommodate employees and program directors will result in cancelled programs. The church will maintain ownership of the housing units and deed restrict them for workforce housing as per Teton County housing regulations.

The site is 2.93 acres in size and is landlocked by Montana Drive to the north, South Hi-Country Drive to the east, South Park Loop Road to the south, and The Presbyterian Church to the west. Through coordination with Teton County, PCJH has placed the access to the site from Montana Drive. The intersection of South Park Loop Road, South High-Country Drive, and Blair Drive will be the primary intersection impacted by the proposed project. This study evaluates the impact of the new development on traffic volumes, speeds, and safety at the intersection of South Park Loop Road, South High-Country Drive, and Blair Drive.

Jorgensen Associates, Inc. (Jorgensen) has been commissioned to conduct a comprehensive Traffic Impact Study (TIS) for the proposed PCJH Workforce Housing Development to evaluate its impact on the adjacent transportation system. This TIS adheres to the guidelines set forth by Teton County LDRs (Land Development Regulations) and references the WYDOT Traffic Studies Manual, March 2011 Edition, for relevant study criteria.

III. STUDY AREA

The proposed site for the Presbyterian Church of Jackson Hole Workforce Housing Development Project is southeast of the existing Presbyterian Church located at 1251 South Park Loop Road. A schematic of the site and study area are shown in Figure 1. The subject property access road will connect to Montana Dr. and South Hi-Country Drive. This is within the Town of Jackson (Town) limits.

Existing Land Uses

The existing site is a 2.93 acre metes and bounds parcel that was created when South Park Loop Road was relocated. The proposed project will be located on undeveloped land located near South Park Loop Road and Montana Drive in Jackson Hole, Wyoming. In the land records, this parcel is depicted on map T-312C. The adjacent land uses are the church, single family homes, vacant land, and Jackson Hole Middle School.

Proposed Site Legal Description

The property is located within the jurisdiction of Teton County (CR 22-1) and is a 2.93 -acre portion of the parcel with the legal description of PT. NE1/4NW1/4 Section 6, Township 40, Range 116 Parcel 1. The project study area public road boundaries, for purposes of this study, are generally described as follows:

1. East Boundary – South Hi Country Drive
2. West Boundary – Presbyterian Church of Jackson Hole
3. North Boundary – Montana Drive
4. South Boundary – South Park Loop Road

The following primary intersections within the study area were analyzed as part of this study:

1. South Park Loop Road/Blair Drive

The existing roadway corridor for South Park County Road 22-1, a major collector, includes the following deeds and easements:

1. **Easement Book 8 MIXED RECORDS, p. 515.** This remnant portion of one of several initial easements for South Park Road is an approximately 25-foot-wide strip extending approximately 1200 feet from the northwest corner of Section 6 to its intersection with southwesterly boundary of the Presbyterian Church parcel deeded in Book 405, pages 1199-1202. Portions of the initial easements have been vacated as the alignment of South Park Road was altered circa 1998.
2. **Easement Book 8 MIXED RECORDS, p. 511.** This easement is a 30-foot-wide strip on the southern boundary of Indian Trails Addition to the Town of Jackson (Plat 830). Portions of the strip have been deeded to the Town of Jackson (Book 408, p. 312-313) and to the Presbyterian Church (Book 408, p. 318-319). Note: portions of this easement are no longer part of the corridor for South Park Loop Road since its realignment.
3. **Warranty Deed Book 301, p. 667-772.** Two parcels owned by Teton County. One parcel is situated immediately south of the aforesaid easement strip extending from the northwest corner of Section 6 to the east boundary of Government Lot 3 of Section 6. The second parcel is a portion of Hi-Country Drive. The two parcels also include portions of Montana Road and Hi-Country Drive.

The existing roadway corridor for Montana Road includes the following deeds and easements are as follows:

1. **Easement Book 8 MIXED RECORDS, p. 512.** Portion of previous alignment for South Park Road that is now a portion of the Montana Road corridor. The easement encumbers portions of Lot 1 of Larry's Subdivision (Plat 538), Lot 1 of Hi-Country Subdivision (Plat 181), and portions of Hi-Country Drive.
2. **Easement Dedication Larry's Subdivision Plat 538.** A forty-foot-wide strip on the west boundary of Larry's Subdivision dedicated as a private roadway on the subdivision plat for Larry's Subdivision. Note: Teton County GIS depicts the easement as 30-foot width.
3. **Quitclaim Deed Book 367, p. 954-957.** This parcel owned by Teton County includes portions of the Montana Road corridor and the Hi-Country Road corridor.
3. **Warranty Deed Book 301, p. 667-772.** See notes at number 3., South Park Road Corridor.

The existing roadway corridor for Hi-Country Drive includes the following deeds and easements are as follows:

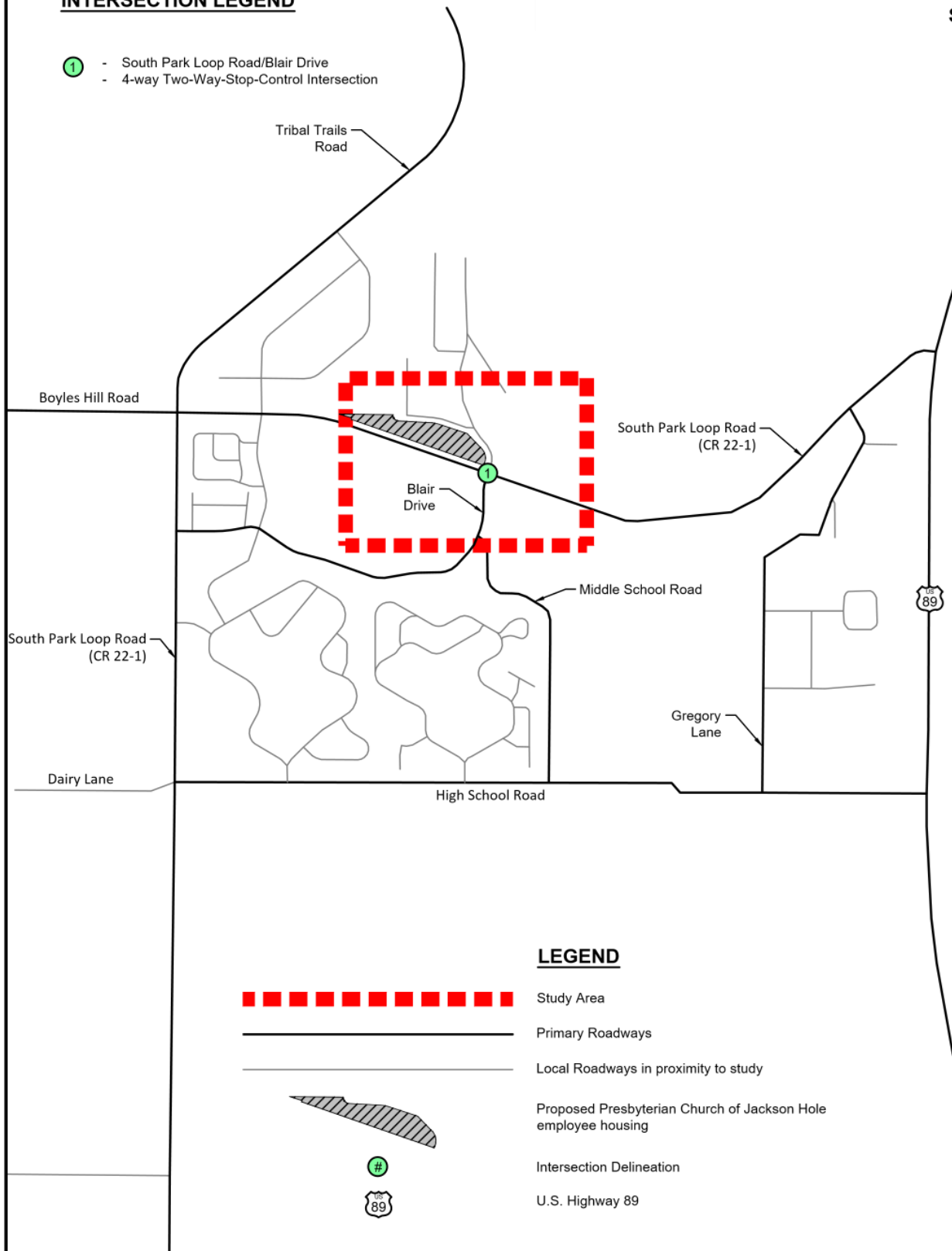
1. **Warranty Deed Book 301, p. 667-772.** See notes at number 3., South Park Road Corridor.
2. **Quitclaim Deed Book 367, p. 954-957.** See notes at number 3., Montana Road Road Corridor.

These existing roadway easements are shown in Figure 2 Roadway easements

FIGURE 1
STUDY AREA

INTERSECTION LEGEND

- ① - South Park Loop Road/Blair Drive
- 4-way Two-Way-Stop-Control Intersection



LEGEND

- Study Area
- Primary Roadways
- Local Roadways in proximity to study
- Proposed Presbyterian Church of Jackson Hole employee housing
- Intersection Delineation
- U.S. Highway 89



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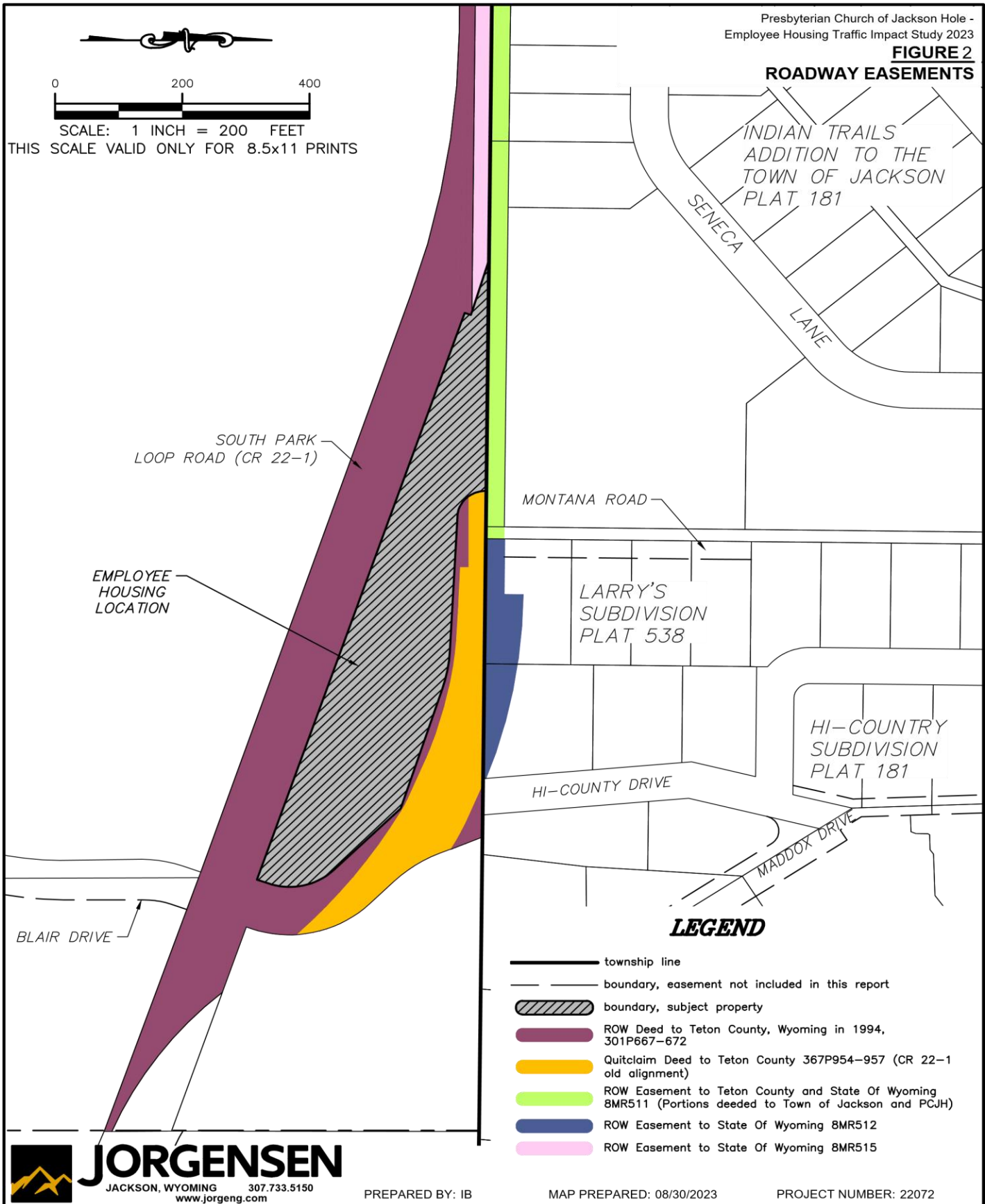
PREPARED BY: IB

MAP PREPARED: 8/21/2023

PROJECT NUMBER: 22070

FIGURE 2

ROADWAY EASEMENTS



IV. METHODOLOGY

This study evaluates the impacts of the proposed PCJH Workforce Housing Development on current traffic levels and assesses the expected impacts assuming a 10-year buildout/occupancy of the project. This 10-year horizon is consistent with WYDOT's recommended horizon duration used on other recent TIS' prepared by Jorgensen. The first 10 units of the housing facility construction is anticipated to be completed by 2025. It is unknown if and when the remaining 11 units will happen. Consequently, this analysis considers 2025 as the baseline year (completion of construction). The traffic data collected in 2023 was projected up to 2025 to represent baseline conditions. For assessing impacts, we utilized existing traffic data sources and additional data collected over the past two years. Furthermore, the analysis also accounted for build-out conditions projected for 2035, assuming the construction of 21 residential housing units.

Data Collection

Jorgensen utilized the expertise of All Traffic Data Services to complete traffic counts at the intersection of Blair Drive and South Park Loop Drive on September 19 & 20, 2023. The counts from each day with the highest consecutive four 15-minute intervals in the PM & AM traffic were used to calculate peak hour traffic to give the best analysis. These counts were collected with a video camera and counts were then analyzed using a traffic counting software. These counts represent summer turning movements and total daily traffic Blair Drive and South Park loop road at this location.

Trip Generation

The methodology employed in this study to estimate trip generation draws upon established practices outlined by the Institute of Transportation Engineers (ITE) and documented in the *Trip Generation Manual, 11th Edition*. The ITE's approach to trip generation rates is derived through empirical analysis, wherein vehicle trip data is statistically correlated with various characteristics of the land use, such as the number of vehicle trips produced per dwelling unit or per 1,000 square feet of development area. The land use code associated with Multifamily Housing Low-Rise (code 220) aligns with the PCJH's proposed Workforce Housing Development, which serves as the basis for our trip generation calculations. In the context of this analysis, the average trip rate provided by the ITE Trip generation Manual was used to calculate the total number of trips generated by the proposed facility. The calculation of the projected total trips generated by this project involves multiplying the relevant unit measure for the specific land use category by the corresponding trip generation rate.

Highway Capacity Analysis

The examination is conducted employing methodologies and procedures outlined in the Highway Capacity Manual (TRB, 2010) along with the corresponding Highway Capacity Software (HCS7). This evaluative process establishes the Level of Service (LOS) experienced by users, utilizing presumed traffic volumes and fundamental traffic principles as benchmarks. The HCM2010 defines Level of Service as a qualitative gauge utilized to characterize the caliber of traffic provision, founded upon road capacity and vehicular wait times. The gradation of Level of Service spans from A to F, with A indicating optimal operational conditions and F indicating traffic congestion or inadequate performance. Each category of intersection is assessed

utilizing distinct methodologies, as stipulated by the Transportation Research Board in 2010. This study includes All-Way-Stop Controlled Intersection at South Park Loop Road and Blair Drive respectively.

Stop Controlled Intersections

In the project study area, the primary intersection is an All-Way-Stop-Controlled Intersection (AWSC), where the Level of Service (LOS) is assessed using the computed or measured control delay. Control delay is quantified for each approach and an average value is derived for the entire intersection. This approach allows for the determination of an overall intersection LOS since all vehicles experience control delay, distinguishing it from Two-Way-Stop-Controlled Intersections. The analysis adheres to the guidelines outlined in Chapter 20 of HCM2010. Table 1 below presents the LOS thresholds based on control delay for both TWSC and AWSC scenarios.

Table 1: Stop Controlled Intersection, LOS Criteria

Control Delay (s/veh)	<u>LOS by Volume-to-Capacity Ratio</u>	
	<u>≤1.0</u>	<u>>1.0</u>
≤10	A	F
>10-15	B	F
>15-25	C	F
>25-35	D	F
>35-50	E	F
>50	F	F

Note: For approach-based and intersection wide assessments, LOS is defined solely by control delay

The traffic scenarios studied include the following:

1. **2025 Existing Conditions.** This scenario examines traffic levels on the existing road network. Existing conditions were completed in this report for 2025.
2. **2025 Workforce Housing Development Opening Conditions.** This scenario examines traffic impacts at the completion of construction and initial opening of the PCJH Workforce Housing Development
3. **2035 Baseline Conditions.** This scenario examines traffic levels of the transportation network assuming typical background traffic growth and no development of the PCJH Workforce Housing Development.
4. **2035 Impacted Conditions.** This scenario examines traffic impacts of the PCJH Workforce Housing Development on the 2035 Baseline Conditions.

Conclusions and recommendations are described at the end of the report.

V. PAST STUDIES

The Loop Traffic Impact Study

April 2022

Hales Engineering

This Traffic Impact Study addressed the traffic impacts associated with the proposed The Loop development located in Jackson, Wyoming. The Loop development will be located on the south side of Park Loop Road, just west of the Gregory Lane / Park Loop Road intersection. The Loop is a proposed residential apartment complex of 195 units which will be near Jackson Hole Middle school.

A growth rate of 3.8% was used for this study to be used in the 10-year forecasting analyses. This was based on monthly traffic volume data were obtained from a nearby WYDOT automatic traffic recorder (ATR) on U.S. 191 (ATR #84). The 3.8% growth was adopted for this study to forecast traffic from 2025 to 2035.

VI. EXISTING TRAFFIC CONDITIONS

Existing Transportation System and Intersections

The study area encompasses the intersection of South Park Loop Road and Blair Drive. The segment of South Park Loop Road located to the east of Blair Drive is classified as a minor arterial roadway, while the portion to the west of Blair Drive is designated as a major collector roadway. Blair Drive holds the designation of a major collector road, while the northern road, South Hi Country Drive, is intended to serve as the entry and exit point for residents at the proposed property and is classified as a local road.

This intersection features a four-way stop control, with South Park Loop Road acting as the primary thoroughway. Within the study area, the eastbound and westbound approaches of South Park Loop Road consist of two lanes, including a left turn lane and a single lane for through and right turns. The terrain of the roadway is characterized by flat terrain with minimal vegetation, resulting in unobstructed sight lines and adequate sight triangles for approaching vehicles.

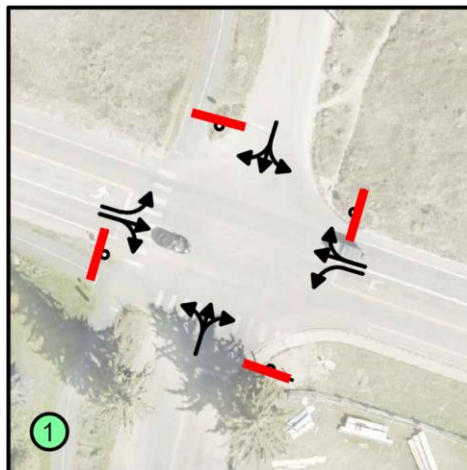


Figure 3. South Park Loop Road and Blair Drive

The established posted speed limit is 30 miles per hour (mph), which reduces to 20 mph during school hours from 7 am to 5 pm, as pictured on Figure 4.

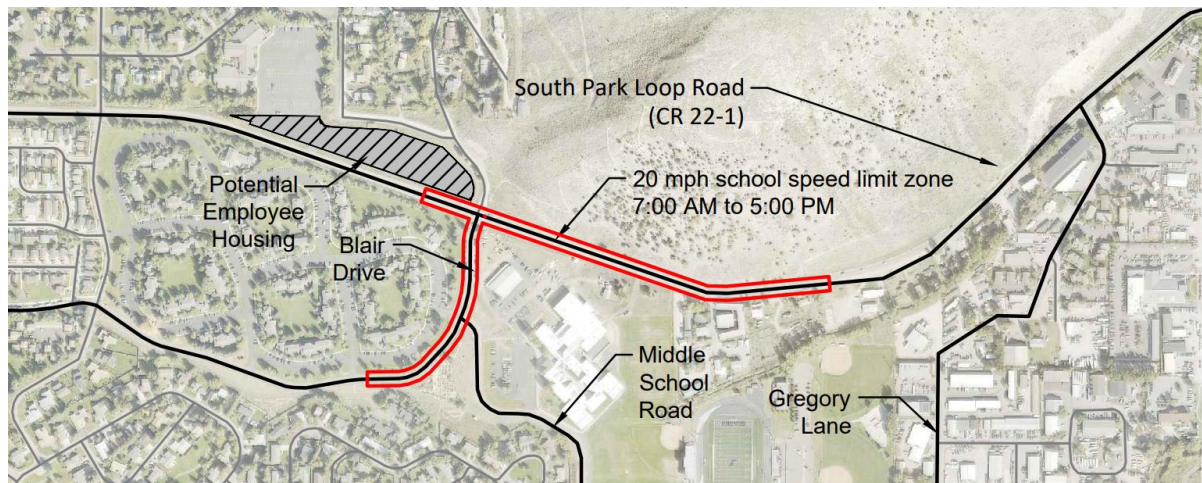
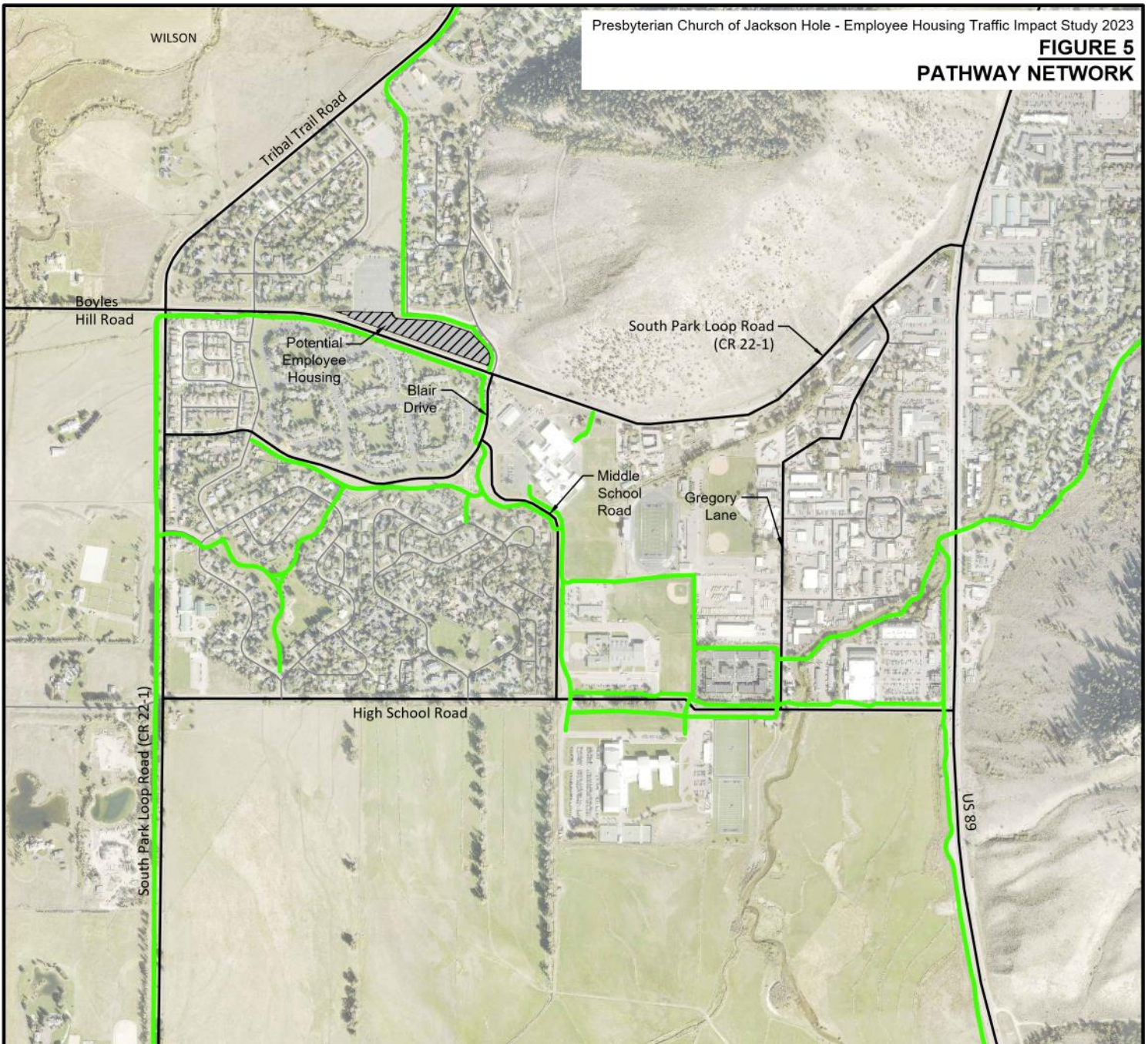


Figure 4. School Speed Limit Zones

Existing Sidewalks/Pathways

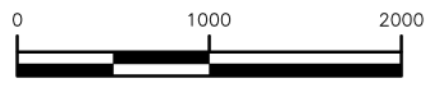
There is an existing network of sidewalks and pathways available for use within the study area. Refer to Figure 5 for the pathway network. South Park Loop Road has pathways to the west of Blair Drive. The pathways on Montana Drive and Blair Drive are heavily used by pedestrians and bicyclists to access Jackson Hole Middle School and other schools in the area. Overall, the site is situated within a network of pedestrian and bicycle facilities, enabling connections to various residential areas to the north and south.

FIGURE 5
PATHWAY NETWORK



LEGEND

-  Pathway Network
-  Primary Roadways
-  Local Roadways in proximity to study
-  Proposed Presbyterian Church of Jackson Hole employee housing



SCALE: 1 INCH = 1000 FEET
THIS SCALE VALID ONLY FOR 8x11 PRINTS

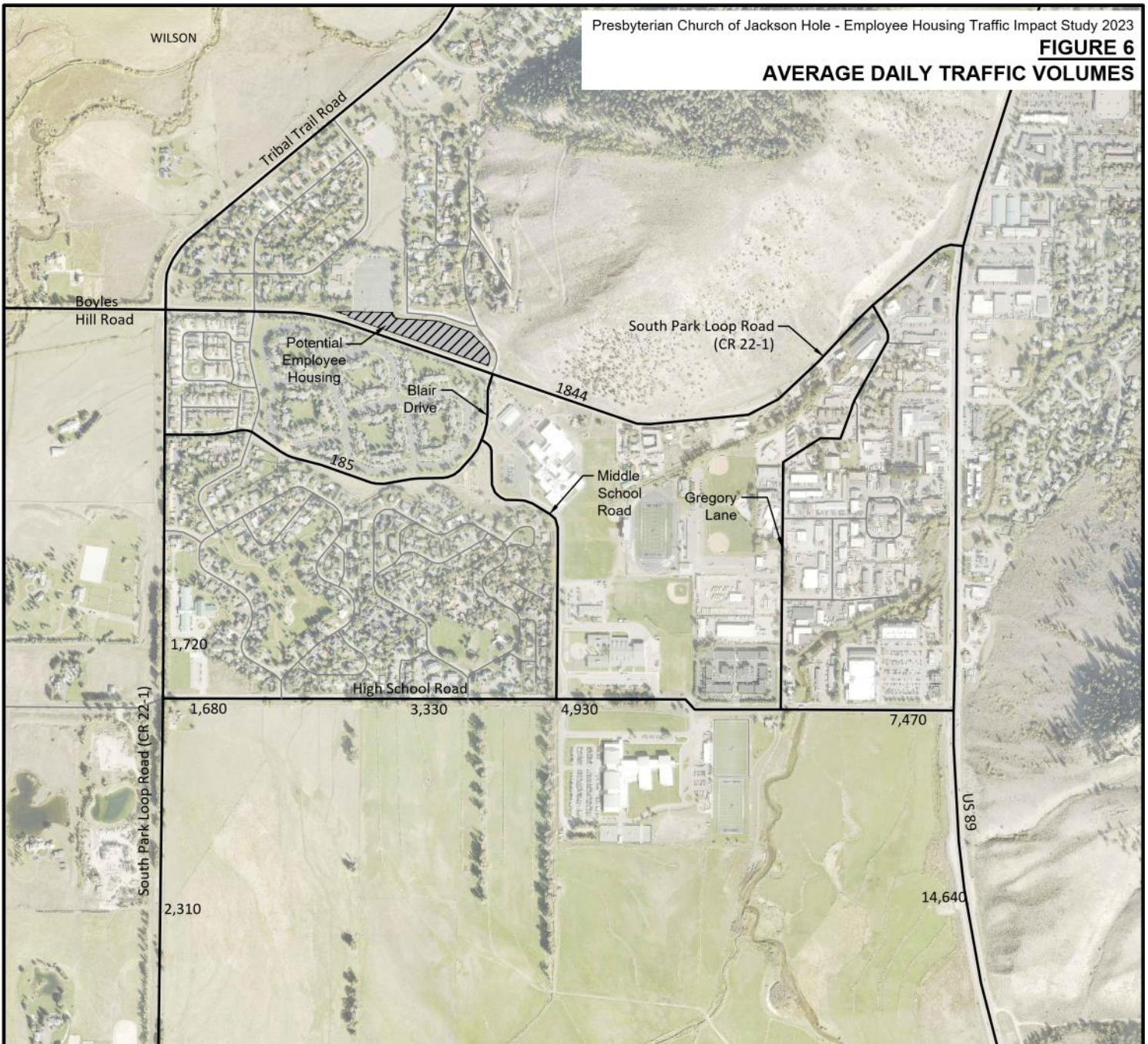
Existing Traffic

Traffic counts conducted by All Traffic Data Services was utilized for evaluating the current traffic levels within the study area. Reference Part 4. Methodologies section of this study for the different sources utilized in analyzing local traffic. Utilizing traffic volume data when schools are in session (September through mid-June) is most appropriate in evaluating impacts of the residential facility during the highest traffic volumes in the study area. A detailed examination of total daily traffic volumes was conducted, the traffic levels during peak hour time periods were meticulously studied to give an appropriate analysis of baseline and future impact of the Workforce Housing Development. Traffic counts can be found in Appendix A – Traffic Counts. These counts were completed on each of the intersections of interest located within the project area. Segment counts were not completed as part of data collection.

Average Daily Traffic volumes for streets and roads are shown in Figure 6. These volumes were obtained from WYDOT annual communitywide traffic counts.

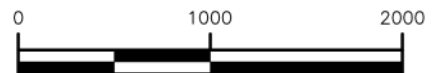
FIGURE 6

AVERAGE DAILY TRAFFIC VOLUMES



LEGEND

- # # — Average Daily Traffic
- Primary Roadways
- Local Roadways in proximity to study
-  Proposed Presbyterian Church of Jackson Hole employee housing



SCALE: 1 INCH = 1000 FEET
THIS SCALE VALID ONLY FOR 8x11 PRINTS



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PREPARED BY: IB

MAP PREPARED: 8/21/2023

PROJECT NUMBER: 22072

Existing Traffic Conditions

Using traffic counts collected on September 19 & 20th 2023, Jorgensen evaluated the current traffic operations of the network. The study area intersection is adjacent to Jackson Hole Middle School, and traffic associated with schools operates quite differently from that of commercial, industrial, or residential developments. The highest traffic generation occurs during the morning peak hour (8:00-9:00 AM), at school dismissal (3:30 - 4:30 PM), and in the evening (5:15 – 6:15 PM).

Based on the traffic counts, these three distinct peak hour periods were analyzed along South Park Loop Road to provide a comprehensive representation of the transportation network.

1. AM Peak Hour 8:00 – 9:00 AM
2. PM Peak Hour 5:15 – 6:15 PM
3. School PM Peak Hour 3:30 – 4:30 PM

Each of these time frames were assessed as part of the Traffic Impact Study to evaluate impacts of the PCJH Workforce Housing Development on the transportation network.

As part of the evaluation of peak hourly traffic at each intersection, we observed the peak hour factors provided in Table 3, Intersection Peak Hour Factor. The peak hour factor (PHF) is a measure of the traffic demand fluctuation within the analysis hour. It is calculated by dividing the hourly volume during the analysis hour by the peak 15-minute flow rate within the analysis hour. PHFs in urban areas generally range between 0.80 and 0.98. PHFs over 0.95 often indicate high traffic volumes, sometimes with capacity constraints on flowing during the peak hour. PHFs under 0.8 occur in locations with highly peaked demand, such as schools, factories with shift changes, and venues with scheduled events (HCM 2010, Ch. 4). PHFs were utilized in the 2025 and 2035 analyses.

Table 2. Intersection Peak Hour Factor

High School Road & South Park Loop	
AM Peak Hour	0.85
PM Peak Hour	0.84
PM School Peak Hour	0.85

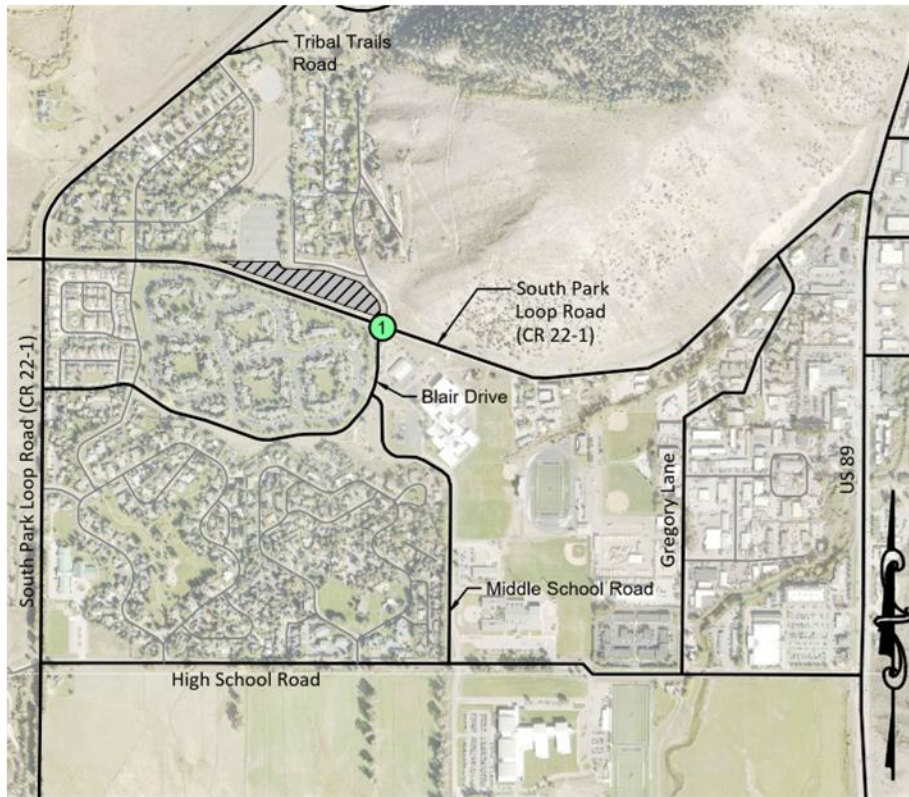
The 2025 baseline hourly traffic volumes and LOS for the intersection at the various peak hours are depicted in Figure 7. In summary, the intersections of South Park Loop Road and Blair Drive is expected to operate at a LOS B.

FIGURE 7

2025 BASELINE

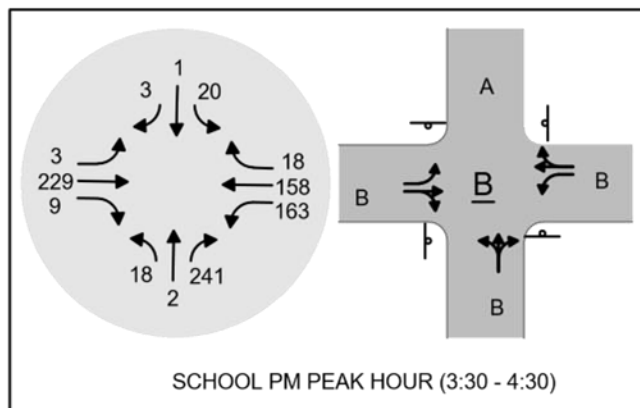
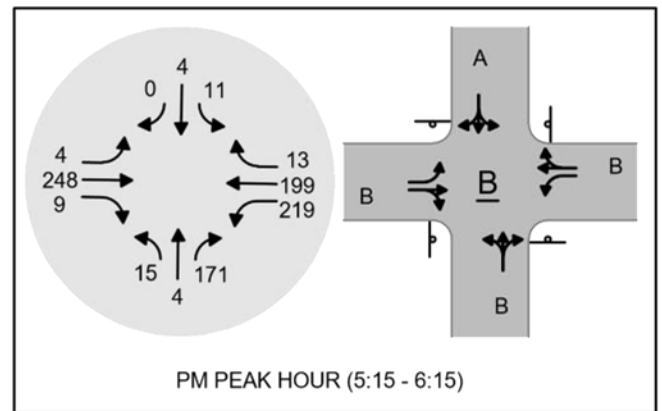
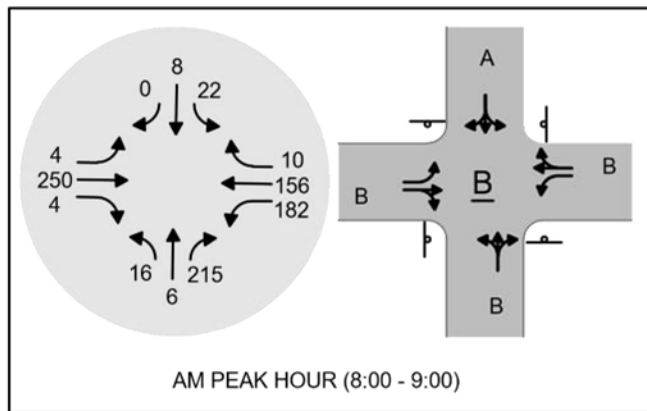
TRAFFIC CONDITIONS

SOUTH PARK LOOP RD/BLAIR DRIVE



LEGEND

- Primary Roadways
- Local Roadways in proximity to study
- Proposed Central Wyoming College-Jackson Outreach Center
- Intersection Delineation
- Stop Sign
- Lane group LOS (if applicable)
- Approach LOS (if applicable)
- Intersection LOS (if applicable)



2035 Traffic Conditions

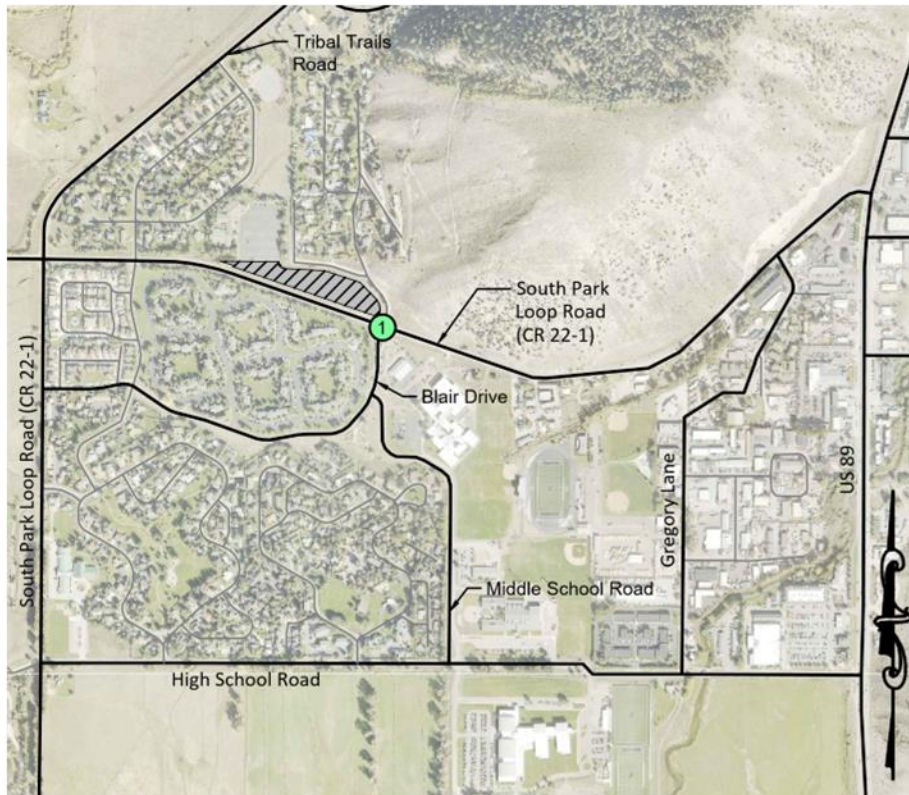
Due to the variation of the data found in The WYDOT Vehicle Miles Book 2022, Jorgensen used the more annualized information available from the previous traffic studies done in the area and used a 3.8% growth rate to determine the traffic counts for the 2035 hourly baseline hourly traffic volumes. These volumes and LOS for the intersection at the various peak hours are also depicted in Figure 8.

FIGURE 8

2035 BASELINE

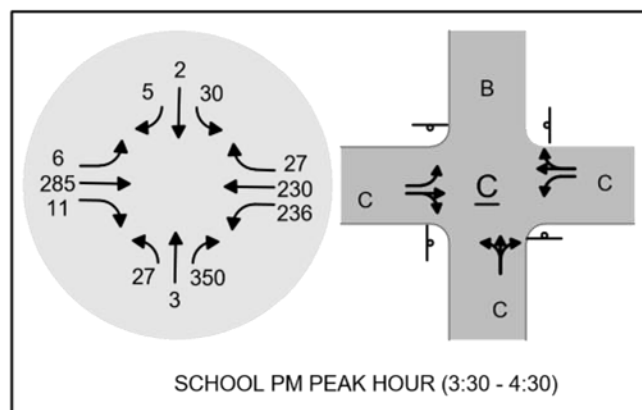
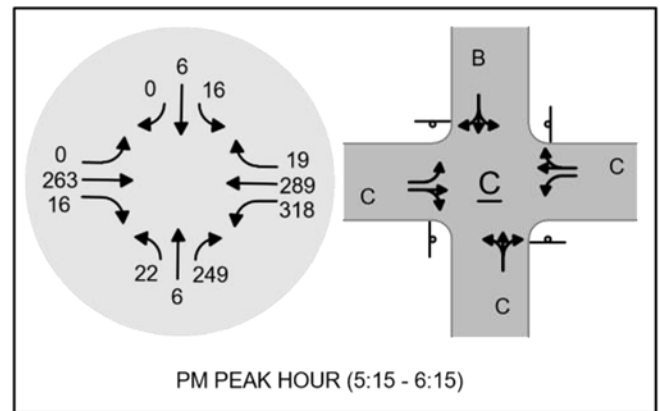
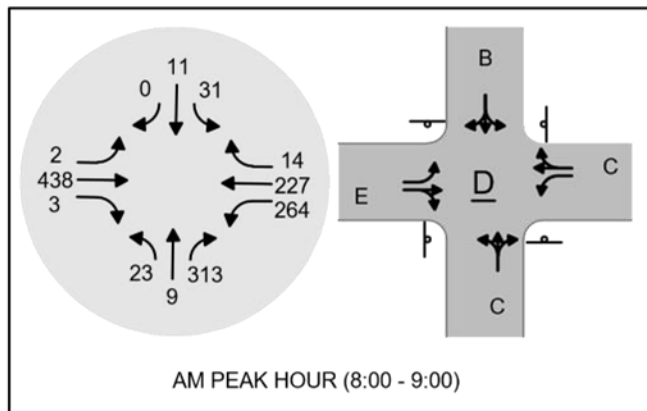
TRAFFIC CONDITIONS

SOUTH PARK LOOP RD/BLAIR DRIVE



LEGEND

- Primary Roadways
- Local Roadways in proximity to study
- Proposed Central Wyoming College-Jackson Outreach Center
- Intersection Delineation
- Stop Sign
- Lane group LOS (if applicable)
- Approach LOS (if applicable)
- Intersection LOS (if applicable)



VII. PROPOSED CONDITIONS

The subject 2.93 acre property will include the Presbyterian Church of Jackson Hole Workforce Housing Development, which will consist of 10 residential housing units with a potential total of 21 units in the future.. The site plan currently includes one access point to the property on Montana Drive. The site plan also includes pathway connectivity throughout the property. Reference Appendix A – Site Plan for the preliminary layout of the proposed site.

VIII. TRIP GENERATION

Vehicle trip generation was calculated using the trip generation rates contained in the 11th edition of the Trip Generation Manual by the Institute of Transportation Engineers (ITE). Multifamily Housing -Low Rise (land use code 220) land use category matches the proposed development and has been used to calculate the trip generation. For this analysis, the average rate was used to estimate trip in preference to using the “fitted-curve” equation. Table 5 shows the trip generation characteristics for the land use category Multifamily Housing-Low Rise. The school peak hour of 3:30 – 4:30 was not included with the buildout development conditions analysis, since the generated trips are expected to be minimal with in the school peak hour and are expected to be during the AM and PM peak hours, which also aligns with the ITE Trip Generation Manual.

Trip generation calculations can be found in [Appendix B](#) – . The trip generation resulted in the following:

Table 3. ITE Trip Generation Rate – Multifamily Housing Low Rise (Land Use Code 220)

Peak Period	Variable	Trip Rate	Enter %	Exit %
AM peak hour of Adjacent Street	Dwelling Units	0.40	24%	76%
PM peak hour of Adjacent Street	Dwelling Units	0.51	63%	37%
Daily	Dwelling Units	6.74	50%	50%

The total trip generation expected from this project is calculated by applying the unit measure for each land use category to the appropriate trip generation rate. The trip generation for the PCJH Workforce Housing Development is shown in Table 4 below.

Table 4. Project Trip Generation

Number of Dwelling Units:		21	<i>Directional Distribution</i>			
<i>Analysis Period</i>		<i>Trips</i>	<i>Entering</i>	<i>Exiting</i>	<i>Entering</i>	<i>Exiting</i>
<i>DAILY</i>	Weekday	142	50%	50%	71	71
AM Peak Hour (8:15-9:15)	Weekday	8	24%	76%	2	6
PM Peak Hour (5:00-6:00)	Weekday	11	63%	37%	7	4

Walking, biking and use of transit is an anticipated mode shift for residents due to their proximity to pathways and the START bus stop. The table below projects the multimodal rideshare options and anticipated use based on the Jackson / Teton County Integrated Transportation Plan. This study anticipates the daily total to decrease, however for analysis purposes, this modal shift was not included for the peak hours. The table below assumes the baseline scenario for 2025 and the plan scenario for 2035.

Table 5. Projected Trip Generation Including Multimodal Shift

Mode	2025 (baseline scenario)	2035 (plan scenario)
Walk	9%	11%
Bike	7%	7%
Transit	1%	3%
TOTAL	17%	21%
Total trips without multimodal	142	142
Total Trips for multimodal	142 x 17% = 24 multimodal trips	142 x 21% = 30 multimodal trips
Total Vehicle Trips	142 – 24 = 118 vehicle trips	142 – 30 = 112 vehicle trips

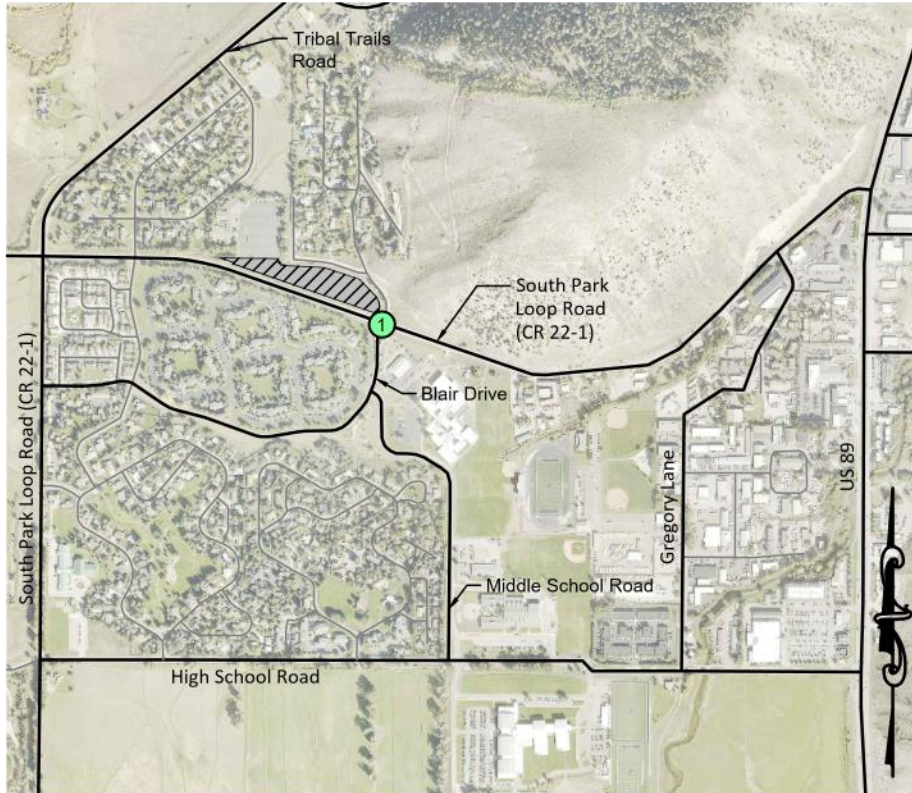
IX. TRIP DISTRIBUTION

An Origin-Destination Study was not completed as part of the 2025 baseline study and assumptions had to be made to assign generated trips to the transportation network. For this study, the distribution of traffic to and from the proposed project was estimated based on the existing movement of traffic in the network. The traffic distribution percentages and site traffic assignment for the proposed development for the PM peak hour and daily time periods are shown on Figure 9. The 2025 baseline and buildout trip distribution conditions were evaluated for AM, and PM peak hours. The map includes the percentage of ingress/egress traffic associated with each movement. Ingress movements are labeled in green and egress movements in red. Each map also includes the associated number of movements for the 2025 baseline condition (normal nomenclature) and the 2035 buildout condition (in parenthesis). School peak hour traffic distribution will not be included because no trips will be produced from the development during this time period.

FIGURE 9

TRIP DISTRIBUTION

SOUTH PARK LOOP RD/BLAIR DRIVE



LEGEND

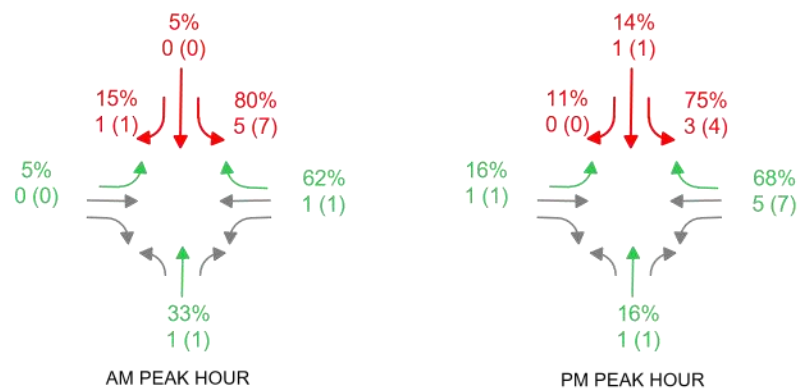
Ingress Movement

Egress Movement

##% % vehicles in movement - 2025

Vehicles in Movement - 2025
Baseline Conditions

(##) # Vehicles in Movement - 2035
Buildout Conditions



Traffic Summary

The South Park Loop Road/Blair Drive intersection in 2025 operates at a satisfactory level of service B. However, by the year 2035 the LOS of the intersection is expected to decrease to LOS E. This is due to the LOS of the eastbound thru lane on South Park Loop Road currently operating at a LOS C. This specific lane will continue to fail in 2035 with or without the PCJH Workforce Housing Development if the transportation network and circulation remain as is.

X. TRAFFIC ANALYSIS

Although full build out of all 21 housing units will not be until a later date, the trip generation values for the PCJH Workforce Housing Development were added to the 2025 and 2035 baseline values and analyzed to determine the impact on the transportation system. Table 6 provides a summary of the LOS for each time period analyzed and intersection approach. The analysis shows that the eastbound approach will experience the most decrease in LOS with or without the development. This approach LOS is expected to decrease from a LOS B to LOS E. Traffic moving eastbound thru or right will experience the 95% que length of 9.5 vehicles. Overall, the eastbound and westbound approaches are most affected due to the development as this intersection currently has issues related to traffic in those directions. The northbound approach will also experience a decrease in level of service due to additional traffic from the proposed development.

For the analysis, the Eastbound and Westbound are along Southpark Loop Road and Northbound/South are along Montana Drive/Blair Drive.

Table 6. 2025 and 2035 Level of Service Summary

Year	Approach	LOS (Sec. Delay/Veh.)					
		w/o Project			w/ Project		
		AM Peak	PM Peak	School PM Peak	AM Peak	PM Peak	School PM Peak
2025	Eastbound	B (14.5)	B (11.8)	B (12.6)	B (14.6)	B (12.0)	B (12.7)
	Westbound	B (12.1)	B (12.3)	B (11.7)	B (12.2)	B (12.5)	B (11.8)
	Northbound	B (11.9)	B (10.7)	B (11.9)	B (12.0)	B (10.7)	B (12.3)
	Southbound	A (10.0)	A (9.5)	A (9.6)	B (10.1)	A (9.6)	A (9.6)
2035	Eastbound	E (41.1)	C (20.3)	C (24.6)	E (43.2)	C (20.5)	C (24.6)
	Westbound	C (21.2)	C (22.1)	C (19.2)	C (21.9)	C (22.7)	C (19.2)
	Northbound	C (23.8)	C (16.2)	C (24.7)	C (24.9)	C (16.2)	C (24.7)
	Southbound	B (12.5)	B (11.2)	B (11.8)	B (12.9)	B (11.2)	B (11.8)

2025 Baseline Conditions

In 2025, the intersection approaches are expected to operate at an LOS A to B range.

2025 Traffic Conditions with the PCJH Workforce Housing Development Project

The addition of the Workforce Housing Development results in minimal impact to the transportation network at the time of the facility's opening. The intersection approach will remain at a LOS A to B range and experience a minimal increase in delay.

2035 Baseline Conditions

The LOS for the 2035 baseline conditions show that the intersection will experience a decrease in LOS. The AM peak will decrease from LOS B to LOS D which is mainly due to heavy eastbound traffic. During peak PM hours and peak PM school hours the intersection will decrease from a LOS B to a LOS C. The eastbound approach is projected to operate at an LOS E without the development.

2035 Traffic Conditions with the PCJH Workforce Housing Development

The addition of the PCJH Workforce Housing Development is expected to have a minimal impact on the LOS for the intersection in 2035. During peak AM hours, the LOS of the eastbound approach will operate at an LOS E with or without the development in 2035.

XI. OTHER CONSIDERATIONS

Parking

All parking is anticipated to be contained on-site. A total of 25 parking spaces are proposed for the 21 workforce housing units. A variance is requested as part of the Development Plan application to allow for this number of parking spaces, which is less than would be required by the LDRs.

Traffic Circulation

Traffic circulation will take place primarily at South Hi-Country Drive and South Park Loop Road. Ingress and egress of residential traffic will take place at this intersection. Upon final design, the project site shall contain consistent signage and markings consistent with the Manual on Uniform Traffic Control Devices (MUTCD) latest edition. An additional resource for site signage and markings is the WYDOT Pedestrian and School Traffic Control Manual.

START Bus Service

START Bus presently provides service along South Park Loop Road with stops at Gregory Lane and Middle School Road.

Pedestrian/Bicycle Connectivity

The proposed development will incorporate pedestrian and bicycle access, to the existing pedestrian/bicycle network along Montana Drive and South Park Loop Road.

XII. CONCLUSIONS

Study Assumption Review

1. The construction of the PCJH Workforce Housing Development is expected to be complete 10 housing units during Phase 1 of the project by 2025. The completion of the total 21 residential housing units and 25 parking spaces is not yet planned.

2. A 3.8% per year growth factor was used to forecast traffic 2025-2035 (2022, The Loop Housing Project– Traffic Impact Study).
3. At full buildout, the site is expected to generate 142 daily trips in 2025 and 232 trips in 2035.

PCJH Housing Project Traffic Impacts

1. Eastbound traffic will continue to fail, however this is not due to the addition of the Workforce Housing Development. Eastbound traffic at the intersection of South Park Loop Road and Blair Drive is operating at a LOS B and will decrease to E in 10 years. With the addition of the Workforce Housing Development, it will increase traffic at the intersection, however the effects of the Workforce Housing Development will be minimal on the LOS.

XIII. REFERENCES

Hales Engineering. (2022). *The Loop Traffic Impact Study*. Jackson, WY: Teton County Planning and Development.

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Federal Highway Administration. (2009). *Manual on Uniform Traffic Control Devices (MUTCD)*.

XIV. LIST OF APPENDICES

Appendix A – Site Plan

Appendix B – Traffic Counts

Appendix C – 2025 Intersection Traffic Analysis

Appendix D – 2035 Intersection Traffic Analysis

Appendix A

Site Plan



JORGENSEN



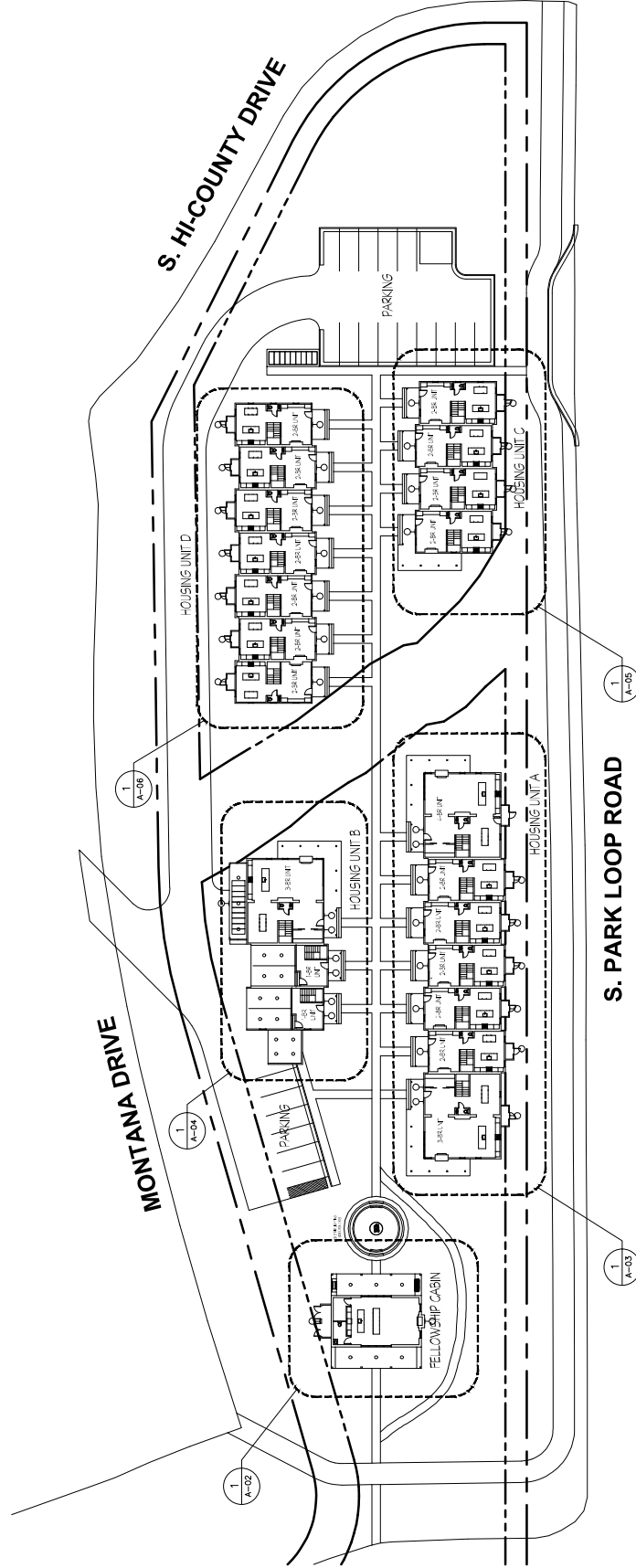
**Presbyterian Church of
Jackson Hole**
1251 South Park Loop Road
Jackson Hole, Wyoming 83001

Architect

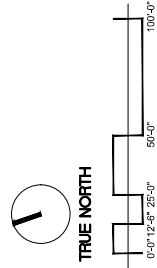
Greenspur, Inc.
2811 Merrill Drive, Suite D
Jackson Hole, WY 83001
Phone: 703-304-1159

Civil Engineer

Jorgensen & Associates
1315 Highway 89 S., Suite 201
P.O. Box 9550
Jackson, Wyoming 83002
Phone: 307-735-5100



1 Site Plan
1" = 25'-0"



Site Plan
A-01

Appendix B

Traffic Counts



Appendix C

2025 Intersection Analysis



HCS7 All-Way Stop Control Report

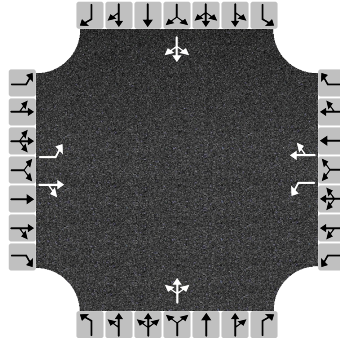
General Information

Analyst	Jorgensen
Agency/Co.	
Date Performed	10/16/2023
Analysis Year	2025
Analysis Time Period (hrs)	0.25
Time Analyzed	2025 Baseline AM Peak
Project Description	

Site Information

Intersection	Blair Dr/South Park Loop
Jurisdiction	
East/West Street	Soth Park Loop Rd
North/South Street	Blair Drive
Peak Hour Factor	0.85

Lanes



Vehicle Volume and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume	4	250	4	182	156	10	16	6	215	22	8	0
% Thrus in Shared Lane												
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	TR		L	TR		LTR			LTR		
Flow Rate, v (veh/h)	5	299		214	195		279			35		
Percent Heavy Vehicles	2	2		2	2		2			2		

Departure Headway and Service Time

Initial Departure Headway, hd (s)	3.20	3.20		3.20	3.20		3.20			3.20		
Initial Degree of Utilization, x	0.004	0.266		0.190	0.174		0.248			0.031		
Final Departure Headway, hd (s)	6.54	6.02		6.39	5.84		5.29			6.51		
Final Degree of Utilization, x	0.009	0.499		0.380	0.317		0.410			0.064		
Move-Up Time, m (s)	2.3	2.3		2.3	2.3		2.0			2.0		
Service Time, ts (s)	4.24	3.72		4.09	3.54		3.29			4.51		

Capacity, Delay and Level of Service

Flow Rate, v (veh/h)	5	299		214	195		279			35		
Capacity	551	598		564	617		680			553		
95% Queue Length, Q ₉₅ (veh)	0.0	2.8		1.8	1.4		2.0			0.2		
Control Delay (s/veh)	9.3	14.6		12.9	11.2		11.9			10.0		
Level of Service, LOS	A	B		B	B		B			A		
Approach Delay (s/veh)	14.5			12.1			11.9			10.0		
Approach LOS	B			B			B			A		
Intersection Delay, s/veh LOS	12.7						B					

HCS7 All-Way Stop Control Report

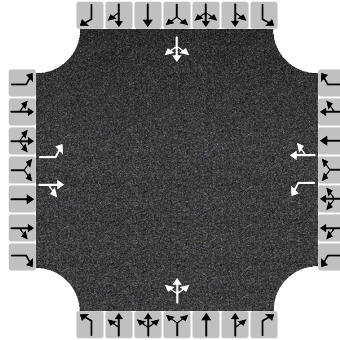
General Information

Analyst	Jorgensen
Agency/Co.	
Date Performed	10/16/2023
Analysis Year	2025
Analysis Time Period (hrs)	0.25
Time Analyzed	2025 Baseline Sch PM Peak
Project Description	

Site Information

Intersection	Blair Dr/South Park Loop
Jurisdiction	
East/West Street	South Park Loop Rd
North/South Street	Blair Drive
Peak Hour Factor	0.85

Lanes



Vehicle Volume and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume	0	181	11	219	199	13	15	4	171	11	4	0
% Thrus in Shared Lane												
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	TR		L	TR		LTR			LTR		
Flow Rate, v (veh/h)	0	226		258	249		224			18		
Percent Heavy Vehicles	2	2		2	2		2			2		

Departure Headway and Service Time

Initial Departure Headway, hd (s)	3.20	3.20		3.20	3.20		3.20			3.20		
Initial Degree of Utilization, x	0.000	0.201		0.229	0.222		0.199			0.016		
Final Departure Headway, hd (s)	6.37	5.82		6.01	5.46		5.21			6.33		
Final Degree of Utilization, x	0.000	0.365		0.430	0.379		0.323			0.031		
Move-Up Time, m (s)	2.3	2.3		2.3	2.3		2.0			2.0		
Service Time, ts (s)	4.07	3.52		3.71	3.16		3.21			4.33		

Capacity, Delay and Level of Service

Flow Rate, v (veh/h)	0	226		258	249		224			18		
Capacity	601	618		599	659		691			568		
95% Queue Length, Q ₉₅ (veh)	0.0	1.7		2.2	1.8		1.4			0.1		
Control Delay (s/veh)	9.1	11.8		13.2	11.5		10.7			9.5		
Level of Service, LOS	A	B		B	B		B			A		
Approach Delay (s/veh)	11.8			12.3			10.7			9.5		
Approach LOS	B			B			B			A		
Intersection Delay, s/veh LOS	11.8						B					

HCS7 All-Way Stop Control Report

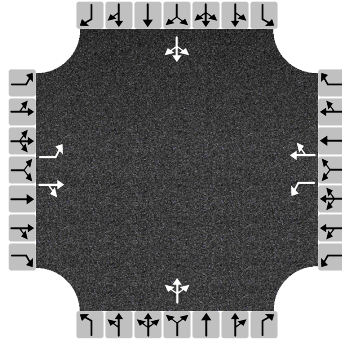
General Information

Analyst	Jorgensen
Agency/Co.	
Date Performed	10/16/2023
Analysis Year	2025
Analysis Time Period (hrs)	0.25
Time Analyzed	2025 Baseline Sch PM Peak
Project Description	

Site Information

Intersection	Blair Dr/South Park Loop
Jurisdiction	
East/West Street	South Park Loop Rd
North/South Street	Blair Drive
Peak Hour Factor	0.85

Lanes



Vehicle Volume and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume	4	196	8	163	158	18	18	2	241	20	1	3
% Thrus in Shared Lane												
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	TR		L	TR		LTR			LTR		
Flow Rate, v (veh/h)	5	240		192	207		307			28		
Percent Heavy Vehicles	2	2		2	2		2			2		

Departure Headway and Service Time

Initial Departure Headway, hd (s)	3.20	3.20		3.20	3.20		3.20			3.20		
Initial Degree of Utilization, x	0.004	0.213		0.170	0.184		0.273			0.025		
Final Departure Headway, hd (s)	6.54	6.01		6.33	5.75		5.08			6.27		
Final Degree of Utilization, x	0.009	0.401		0.337	0.331		0.433			0.049		
Move-Up Time, m (s)	2.3	2.3		2.3	2.3		2.0			2.0		
Service Time, ts (s)	4.24	3.71		4.03	3.45		3.08			4.27		

Capacity, Delay and Level of Service

Flow Rate, v (veh/h)	5	240		192	207		307			28		
Capacity	550	599		569	626		709			574		
95% Queue Length, Q ₉₅ (veh)	0.0	1.9		1.5	1.4		2.2			0.2		
Control Delay (s/veh)	9.3	12.7		12.2	11.3		11.9			9.6		
Level of Service, LOS	A	B		B	B		B			A		
Approach Delay (s/veh)	12.6			11.7			11.9			9.6		
Approach LOS	B			B			B			A		
Intersection Delay, s/veh LOS	11.9						B					

HCS7 All-Way Stop Control Report

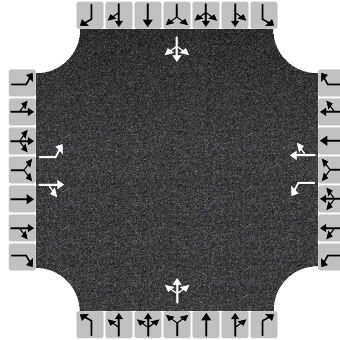
General Information

Analyst	Jorgensen
Agency/Co.	
Date Performed	10/16/2023
Analysis Year	2025
Analysis Time Period (hrs)	0.25
Time Analyzed	2025 PCJH AM Peak
Project Description	

Site Information

Intersection	Blair Dr/South Park Loop
Jurisdiction	
East/West Street	South Park Loop Rd
North/South Street	Blair Drive
Peak Hour Factor	0.85

Lanes



Vehicle Volume and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume	4	250	4	182	156	11	16	7	215	27	8	1
% Thrus in Shared Lane												
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	TR		L	TR		LTR			LTR		
Flow Rate, v (veh/h)	5	299		214	196		280			42		
Percent Heavy Vehicles	2	2		2	2		2			2		

Departure Headway and Service Time

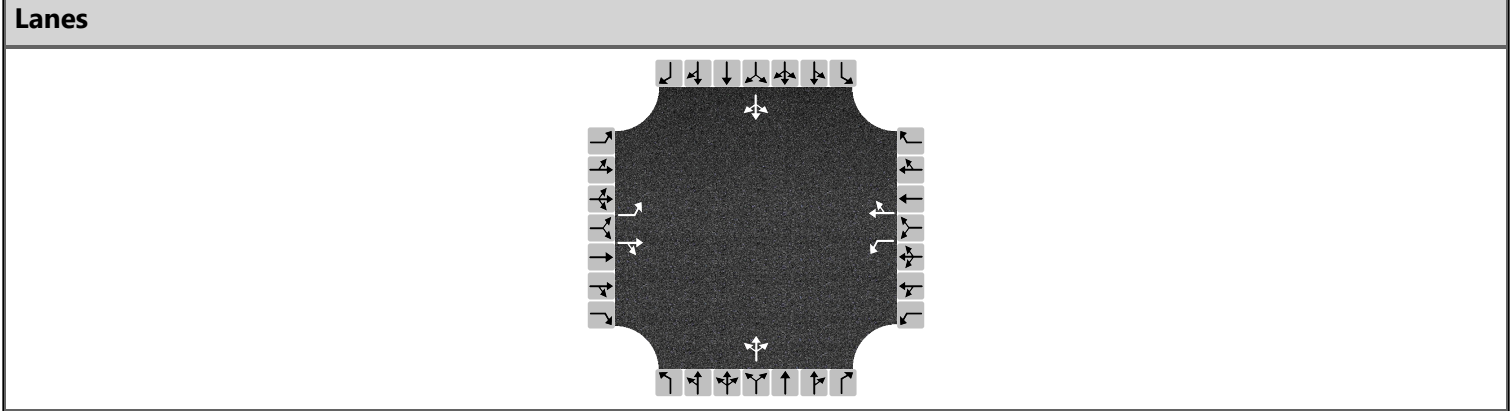
Initial Departure Headway, hd (s)	3.20	3.20		3.20	3.20		3.20			3.20		
Initial Degree of Utilization, x	0.004	0.266		0.190	0.175		0.249			0.038		
Final Departure Headway, hd (s)	6.58	6.06		6.43	5.87		5.33			6.52		
Final Degree of Utilization, x	0.009	0.503		0.382	0.320		0.414			0.077		
Move-Up Time, m (s)	2.3	2.3		2.3	2.3		2.0			2.0		
Service Time, ts (s)	4.28	3.76		4.13	3.57		3.33			4.52		

Capacity, Delay and Level of Service

Flow Rate, v (veh/h)	5	299		214	196		280			42		
Capacity	547	594		560	613		676			552		
95% Queue Length, Q ₉₅ (veh)	0.0	2.8		1.8	1.4		2.0			0.2		
Control Delay (s/veh)	9.3	14.7		13.0	11.3		12.0			10.1		
Level of Service, LOS	A	B		B	B		B			B		
Approach Delay (s/veh)	14.6			12.2			12.0			10.1		
Approach LOS	B			B			B			B		
Intersection Delay, s/veh LOS	12.8						B					

HCS7 All-Way Stop Control Report

General Information		Site Information	
Analyst	Jorgensen	Intersection	Blair Dr/South Park Loop
Agency/Co.		Jurisdiction	
Date Performed	10/16/2023	East/West Street	South Park Loop Rd
Analysis Year	2025	North/South Street	Blair Drive
Analysis Time Period (hrs)	0.25	Peak Hour Factor	0.84
Time Analyzed	2025 PCJH PM Peak		
Project Description			



Vehicle Volume and Adjustments												
Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume	1	181	11	219	199	18	15	5	171	14	5	0
% Thrus in Shared Lane												
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	TR		L	TR		LTR			LTR		
Flow Rate, v (veh/h)	1	229		261	258		227			23		
Percent Heavy Vehicles	2	2		2	2		2			2		

Departure Headway and Service Time												
Initial Departure Headway, hd (s)	3.20	3.20		3.20	3.20		3.20			3.20		
Initial Degree of Utilization, x	0.001	0.203		0.232	0.230		0.202			0.020		
Final Departure Headway, hd (s)	6.42	5.87		6.05	5.49		5.21			6.31		
Final Degree of Utilization, x	0.002	0.373		0.438	0.394		0.329			0.040		
Move-Up Time, m (s)	2.3	2.3		2.3	2.3		2.0			2.0		
Service Time, ts (s)	4.12	3.57		3.75	3.19		3.21			4.31		

Capacity, Delay and Level of Service												
Flow Rate, v (veh/h)	1	229		261	258		227			23		
Capacity	561	613		595	656		692			570		
95% Queue Length, Q ₉₅ (veh)	0.0	1.7		2.2	1.9		1.4			0.1		
Control Delay (s/veh)	9.1	12.0		13.4	11.7		10.7			9.6		
Level of Service, LOS	A	B		B	B		B			A		
Approach Delay (s/veh)	12.0			12.5			10.7			9.6		
Approach LOS	B			B			B			A		
Intersection Delay, s/veh LOS	11.9						B					

HCS7 All-Way Stop Control Report

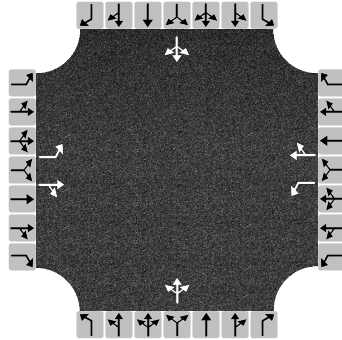
General Information

Analyst	Jorgensen
Agency/Co.	
Date Performed	10/16/2023
Analysis Year	2025
Analysis Time Period (hrs)	0.25
Time Analyzed	2025 PCJH PM Peak
Project Description	

Site Information

Intersection	Blair Dr/South Park Loop
Jurisdiction	
East/West Street	South Park Loop Rd
North/South Street	Blair Drive
Peak Hour Factor	0.85

Lanes



Vehicle Volume and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume	4	196	8	163	158	18	18	12	241	20	1	3
% Thrus in Shared Lane												
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	TR		L	TR		LTR			LTR		
Flow Rate, v (veh/h)	5	240		192	207		319			28		
Percent Heavy Vehicles	2	2		2	2		2			2		

Departure Headway and Service Time

Initial Departure Headway, hd (s)	3.20	3.20		3.20	3.20		3.20			3.20		
Initial Degree of Utilization, x	0.004	0.213		0.170	0.184		0.283			0.025		
Final Departure Headway, hd (s)	6.59	6.06		6.38	5.80		5.11			6.31		
Final Degree of Utilization, x	0.009	0.404		0.340	0.334		0.452			0.049		
Move-Up Time, m (s)	2.3	2.3		2.3	2.3		2.0			2.0		
Service Time, ts (s)	4.29	3.76		4.08	3.50		3.11			4.31		

Capacity, Delay and Level of Service

Flow Rate, v (veh/h)	5	240		192	207		319			28		
Capacity	546	594		564	621		705			570		
95% Queue Length, Q ₉₅ (veh)	0.0	1.9		1.5	1.5		2.4			0.2		
Control Delay (s/veh)	9.3	12.8		12.3	11.4		12.3			9.6		
Level of Service, LOS	A	B		B	B		B			A		
Approach Delay (s/veh)	12.7			11.8			12.3			9.6		
Approach LOS	B			B			B			A		
Intersection Delay, s/veh LOS	12.1						B					

Appendix D

2035 Intersection Analysis



JORGENSEN

HCS7 All-Way Stop Control Report

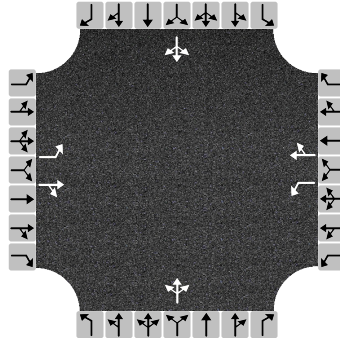
General Information

Analyst	Jorgensen
Agency/Co.	
Date Performed	10/16/2023
Analysis Year	2035
Analysis Time Period (hrs)	0.25
Time Analyzed	2035 Baseline AM Peak
Project Description	

Site Information

Intersection	Blair Dr/South Park Loop
Jurisdiction	
East/West Street	South Park Loop Rd
North/South Street	Blair Drive
Peak Hour Factor	0.85

Lanes



Vehicle Volume and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume	6	363	6	264	227	14	23	9	313	31	11	0
% Thrus in Shared Lane												
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	TR		L	TR		LTR			LTR		
Flow Rate, v (veh/h)	7	434		311	284		406			49		
Percent Heavy Vehicles	2	2		2	2		2			2		

Departure Headway and Service Time

Initial Departure Headway, hd (s)	3.20	3.20		3.20	3.20		3.20			3.20		
Initial Degree of Utilization, x	0.006	0.386		0.276	0.252		0.361			0.044		
Final Departure Headway, hd (s)	7.75	7.22		7.62	7.07		6.35			8.40		
Final Degree of Utilization, x	0.015	0.871		0.658	0.557		0.716			0.115		
Move-Up Time, m (s)	2.3	2.3		2.3	2.3		2.0			2.0		
Service Time, ts (s)	5.45	4.92		5.32	4.77		4.35			6.40		

Capacity, Delay and Level of Service

Flow Rate, v (veh/h)	7	434		311	284		406			49		
Capacity	464	498		472	509		567			428		
95% Queue Length, Q ₉₅ (veh)	0.0	9.4		4.7	3.4		5.9			0.4		
Control Delay (s/veh)	10.6	41.5		23.8	18.3		23.8			12.5		
Level of Service, LOS	B	E		C	C		C			B		
Approach Delay (s/veh)	41.1			21.2			23.8			12.5		
Approach LOS	E			C			C			B		
Intersection Delay, s/veh LOS	27.5						D					

HCS7 All-Way Stop Control Report

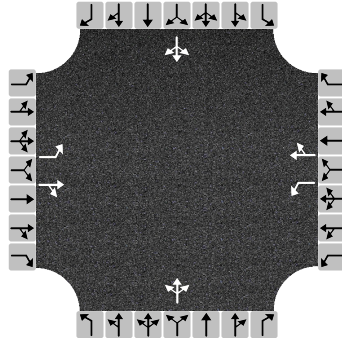
General Information

Analyst	Jorgensen
Agency/Co.	
Date Performed	10/16/2023
Analysis Year	2035
Analysis Time Period (hrs)	0.25
Time Analyzed	2035 Baseline PM Peak
Project Description	

Site Information

Intersection	Blair Dr/South Park Loop
Jurisdiction	
East/West Street	South Park Loop Rd
North/South Street	Blair Drive
Peak Hour Factor	0.84

Lanes



Vehicle Volume and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume	0	263	16	318	289	19	22	6	249	16	6	0
% Thrus in Shared Lane												
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	TR		L	TR		LTR			LTR		
Flow Rate, v (veh/h)	0	332		379	367		330			26		
Percent Heavy Vehicles	2	2		2	2		2			2		

Departure Headway and Service Time

Initial Departure Headway, hd (s)	3.20	3.20		3.20	3.20		3.20			3.20		
Initial Degree of Utilization, x	0.000	0.295		0.337	0.326		0.293			0.023		
Final Departure Headway, hd (s)	7.35	6.80		6.81	6.26		6.04			7.73		
Final Degree of Utilization, x	0.000	0.627		0.716	0.637		0.553			0.056		
Move-Up Time, m (s)	2.3	2.3		2.3	2.3		2.0			2.0		
Service Time, ts (s)	5.05	4.50		4.51	3.96		4.04			5.73		

Capacity, Delay and Level of Service

Flow Rate, v (veh/h)	0	332		379	367		330			26		
Capacity	517	529		529	575		596			466		
95% Queue Length, Q ₉₅ (veh)	0.0	4.3		5.8	4.5		3.4			0.2		
Control Delay (s/veh)	10.1	20.3		24.8	19.3		16.2			11.2		
Level of Service, LOS	A	C		C	C		C			B		
Approach Delay (s/veh)	20.3			22.1			16.2			11.2		
Approach LOS	C			C			C			B		
Intersection Delay, s/veh LOS	20.1						C					

HCS7 All-Way Stop Control Report

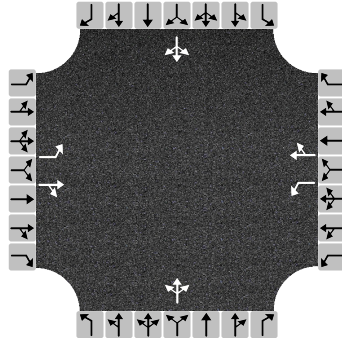
General Information

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Agency/Co.	
Date Performed	10/16/2023
Analysis Year	2035
Analysis Time Period (hrs)	0.25
Time Analyzed	2035 Baseline School Peak
Project Description	

Site Information

Intersection	Blair Dr/South Park Loop
Jurisdiction	
East/West Street	South Park Loop Rd
North/South Street	Blair Drive
Peak Hour Factor	0.85

Lanes



Vehicle Volume and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume	6	285	11	236	230	27	27	3	350	30	2	5
% Thrus in Shared Lane												
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	TR		L	TR		LTR			LTR		
Flow Rate, v (veh/h)	7	348		278	302		447			44		
Percent Heavy Vehicles	2	2		2	2		2			2		

Departure Headway and Service Time

Initial Departure Headway, hd (s)	3.20	3.20		3.20	3.20		3.20			3.20		
Initial Degree of Utilization, x	0.006	0.310		0.247	0.269		0.397			0.039		
Final Departure Headway, hd (s)	7.75	7.21		7.48	6.89		6.02			7.97		
Final Degree of Utilization, x	0.015	0.697		0.577	0.578		0.747			0.096		
Move-Up Time, m (s)	2.3	2.3		2.3	2.3		2.0			2.0		
Service Time, ts (s)	5.45	4.91		5.18	4.59		4.02			5.97		

Capacity, Delay and Level of Service

Flow Rate, v (veh/h)	7	348		278	302		447			44		
Capacity	465	499		482	523		598			452		
95% Queue Length, Q ₉₅ (veh)	0.0	5.4		3.6	3.6		6.6			0.3		
Control Delay (s/veh)	10.6	24.9		19.9	18.6		24.7			11.8		
Level of Service, LOS	B	C		C	C		C			B		
Approach Delay (s/veh)	24.6			19.2			24.7			11.8		
Approach LOS	C			C			C			B		
Intersection Delay, s/veh LOS	22.0						C					

HCS7 All-Way Stop Control Report

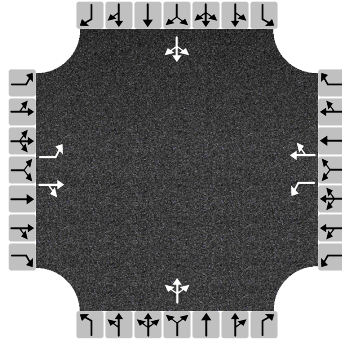
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Agency/Co.	
Date Performed	10/16/2023
Analysis Year	2035
Analysis Time Period (hrs)	0.25
Time Analyzed	2035 PCJH AM Peak
Project Description	

Site Information

Intersection	Blair Dr/South Park Loop
Jurisdiction	
East/West Street	South Park Loop Rd
North/South Street	Blair Drive
Peak Hour Factor	0.85

Lanes



Vehicle Volume and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume	6	363	6	264	227	16	23	11	313	39	11	1
% Thrus in Shared Lane												
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	TR		L	TR		LTR			LTR		
Flow Rate, v (veh/h)	7	434		311	286		408			60		
Percent Heavy Vehicles	2	2		2	2		2			2		

Departure Headway and Service Time

Initial Departure Headway, hd (s)	3.20	3.20		3.20	3.20		3.20			3.20		
Initial Degree of Utilization, x	0.006	0.386		0.276	0.254		0.363			0.053		
Final Departure Headway, hd (s)	7.85	7.32		7.73	7.17		6.44			8.47		
Final Degree of Utilization, x	0.015	0.883		0.667	0.569		0.731			0.141		
Move-Up Time, m (s)	2.3	2.3		2.3	2.3		2.0			2.0		
Service Time, ts (s)	5.55	5.02		5.43	4.87		4.44			6.47		

Capacity, Delay and Level of Service

Flow Rate, v (veh/h)	7	434		311	286		408			60		
Capacity	459	492		466	502		559			425		
95% Queue Length, Q ₉₅ (veh)	0.0	9.7		4.8	3.5		6.1			0.5		
Control Delay (s/veh)	10.7	43.7		24.6	18.9		24.9			12.9		
Level of Service, LOS	B	E		C	C		C			B		
Approach Delay (s/veh)	43.2			21.9			24.9			12.9		
Approach LOS	E			C			C			B		
Intersection Delay, s/veh LOS	28.6						D					

HCS7 All-Way Stop Control Report

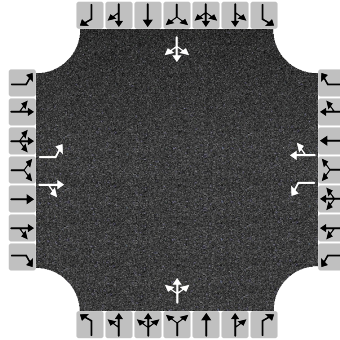
General Information

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Agency/Co.	
Date Performed	10/17/2023
Analysis Year	2035
Analysis Time Period (hrs)	0.25
Time Analyzed	2035 PCJH PM Peak
Project Description	

Site Information

Intersection	Blair Dr/South Park Loop
Jurisdiction	
East/West Street	South Park Loop Rd
North/South Street	Blair Drive
Peak Hour Factor	0.84

Lanes



Vehicle Volume and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume	1	263	16	318	289	26	22	8	249	20	8	0
% Thrus in Shared Lane												
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	TR		L	TR		LTR			LTR		
Flow Rate, v (veh/h)	1	332		379	375		332			33		
Percent Heavy Vehicles	2	2		2	2		2			2		

Departure Headway and Service Time

Initial Departure Headway, hd (s)	3.20	3.20		3.20	3.20		3.20			3.20		
Initial Degree of Utilization, x	0.001	0.295		0.337	0.333		0.295			0.030		
Final Departure Headway, hd (s)	7.40	6.85		6.85	6.28		6.01			7.64		
Final Degree of Utilization, x	0.002	0.632		0.720	0.654		0.554			0.071		
Move-Up Time, m (s)	2.3	2.3		2.3	2.3		2.0			2.0		
Service Time, ts (s)	5.10	4.55		4.55	3.98		4.01			5.64		

Capacity, Delay and Level of Service

Flow Rate, v (veh/h)	1	332		379	375		332			33		
Capacity	486	526		525	573		599			471		
95% Queue Length, Q ₉₅ (veh)	0.0	4.4		5.9	4.8		3.4			0.2		
Control Delay (s/veh)	10.1	20.6		25.3	20.1		16.2			11.2		
Level of Service, LOS	B	C		D	C		C			B		
Approach Delay (s/veh)	20.5			22.7			16.2			11.2		
Approach LOS	C			C			C			B		
Intersection Delay, s/veh LOS	20.4						C					

HCS7 All-Way Stop Control Report

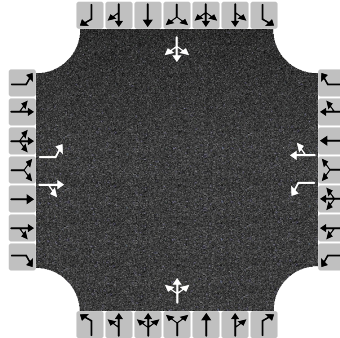
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Analyst	Jorgensen
Agency/Co.	
Date Performed	10/16/2023
Analysis Year	2035
Analysis Time Period (hrs)	0.25
Time Analyzed	2035 PCJH School PM Peak
Project Description	

Site Information

Intersection	Blair Dr/South Park Loop
Jurisdiction	
East/West Street	South Park Loop Rd
North/South Street	Blair Drive
Peak Hour Factor	0.85

Lanes



Vehicle Volume and Adjustments

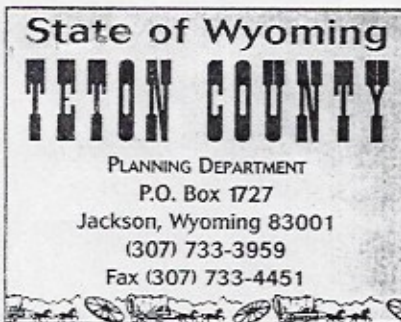
Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume	6	285	11	236	230	27	27	3	350	30	2	5
% Thrus in Shared Lane												
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	TR		L	TR		LTR			LTR		
Flow Rate, v (veh/h)	7	348		278	302		447			44		
Percent Heavy Vehicles	2	2		2	2		2			2		

Departure Headway and Service Time

Initial Departure Headway, hd (s)	3.20	3.20		3.20	3.20		3.20			3.20		
Initial Degree of Utilization, x	0.006	0.310		0.247	0.269		0.397			0.039		
Final Departure Headway, hd (s)	7.75	7.21		7.48	6.89		6.02			7.97		
Final Degree of Utilization, x	0.015	0.697		0.577	0.578		0.747			0.096		
Move-Up Time, m (s)	2.3	2.3		2.3	2.3		2.0			2.0		
Service Time, ts (s)	5.45	4.91		5.18	4.59		4.02			5.97		

Capacity, Delay and Level of Service

Flow Rate, v (veh/h)	7	348		278	302		447			44		
Capacity	465	499		482	523		598			452		
95% Queue Length, Q ₉₅ (veh)	0.0	5.4		3.6	3.6		6.6			0.3		
Control Delay (s/veh)	10.6	24.9		19.9	18.6		24.7			11.8		
Level of Service, LOS	B	C		C	C		C			B		
Approach Delay (s/veh)	24.6			19.2			24.7			11.8		
Approach LOS	C			C			C			B		
Intersection Delay, s/veh LOS	22.0						C					



WILLIAM E. COLLINS, Planning Director

June 25, 1998

Mr. Bob Graham
PO Box 1027
Jackson, WY 83001

Re: 3.66 acres @ Cottonwood Park

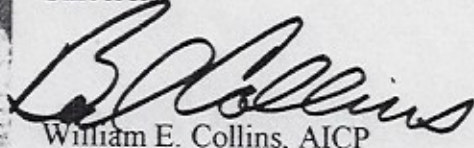
Dear Bob,

I am slow but not forgetful. This letter verifies the discussion we had in my office a couple of weeks ago. The 3.66 acres of acres of land we discussed can receive four (4) dwelling units. This land consists of 2.73 acres between the old and new alignments of South Park Loop County Road and 0.93 acres recovered from the old road alignment located due north of the Jackson Hole Middle School.

The density of four (4) units was agreed to as part of a land exchange between 4 Lazy F Ranch and Teton County in 1993, and is based on the uses and densities of the Cottonwood Park Master Plan. The actual platting of the lots and construction of the units require the applicable applications and approvals for such actions. At the time of these applications the specifics of dimensional limitations and water/sewer requirements will be resolved.

Please call if there are any further questions.

Sincerely,


William E. Collins, AICP



PROPOSED AGREEMENT FOR LAND EXCHANGE

BETWEEN

TETON COUNTY, WYOMING

AND

THE FOUR LAZY F RANCH, INC.

July 20, 1993

Date	# of pages
From	
Co.	
Phone #	
Fax #	

Both parties agree to the exchange of two acres owned by Teton County at Adams Canyon for 4.01± acres owned by the Four Lazy F Ranch, Inc. and located north of Cottonwood Park and south of the existing South Park Loop County Road. In addition, Teton County will abandon a total of 1.57± acres of existing road right-of-way within the boundary lines of the Four Lazy F Ranch for the use of the Four Lazy F Ranch. The four acres to be acquired by Teton County will be used for the realignment of the South Park Loop County Road. The two acres to be acquired by the Four Lazy F Ranch is to be given to the Cottonwood Park Homeowners Association for the storage of recreational vehicles. The lands recovered by Four Lazy F Ranch within their property boundaries are to be used for single family dwelling units. This agreement is subject to the following conditions:

1. The two acres to be provided at Adams Canyon are "net" area, useable for storage, and do not include area needed for screening, landscaping, setbacks, side slopes or other grading activities. The areas needed for these additional activities are in addition to the area needed for storage and will not be included in the exchange parcel.
2. Teton County will grade the two acre Adams Canyon site to meet the Development and Grading permit requirements of Teton County. Teton County will landscape and maintain said landscaping on the sloped and landscaped lands adjacent to the two acre parcel being exchanged to the level off landscaping applied to the entire Adams Canyon site. Four Lazy F Ranch will construct a perimeter fence around the two acre parcel to standards applicable to the entire Adams Canyon site.
3. Irrigation ditches and utilities will be relocated (as necessary) under the new South Park Loop County Road as a result of the South Park Loop County Road reconstruction and at no cost to the Four Lazy F Ranch. The portions of the sewer line and water line that fall under the new road alignment will be installed as part of the roadway reconstruction.
4. Teton County agrees that the platting of three dwelling units on the 2.73± acres of land between the old and new South Park Loop County Road alignments and one dwelling unit on the 0.93± acres recovered from the old road alignment located due north of the Jackson Hole Middle School will be permitted as allowed under the uses and densities permitted within the Cottonwood Park Master Plan and shall be considered part of the total units permitted under said Master Plan. The Interim Land Use Regulations permit continued development in accordance

with approved Maps. Plans. Four Lazy F Ranch will pay the costs of platting these four single family lots. No lots will access directly to the South Park Loop County Road.

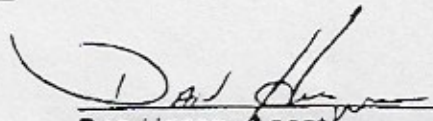
5. The single access point to High Country Subdivision and Larry's Subdivision will be from the intersection of South Park Loop County Road and the Middle School Road. No lots will access directly to the South Park Loop County Road. This access is to be provided as part of the South Park Loop County Road reconstruction.

6. The new roadway will be designed and constructed to match the existing grade as closely as possible.

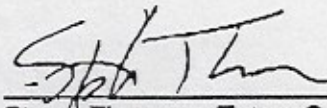
7. The two acres at Adams Canyon will be surveyed by the County Surveyor in coordination with the development plan for the Adams Canyon area.

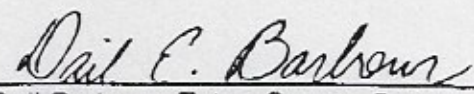
8. The necessary surveys and descriptions for the parcels owned by the Four Lazy F Ranch, Inc. will be surveyed by the County Engineer and coordinated with the plan development for the realignment of the South Park Loop County Road.

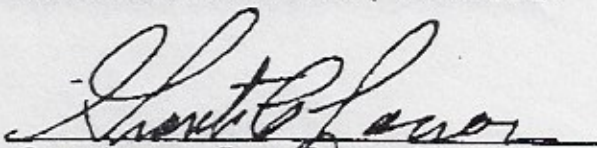
9. The land exchange shall take place by October 15, 1993.


Dan Hazen, Agent
Four Lazy F Ranch, Inc.

7-23-93


Steve Thomas, Teton County Commission


Dail Barbour, Teton County Commission


Grant Larson, Teton County Commission



JORGENSEN

GEOTECHNICAL, LLC

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com

July 12, 2022

Presbyterian Church of Jackson Hole
c/o Mike Halpin
PO Box 7530
Jackson, WY 83002

**RE: GEOTECHNICAL INVESTIGATION REPORT, PRESBYTERIAN CHURCH OF JACKSON HOLE,
PT. NE1/4NW1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL 1
JA PROJECT No.: 22072**

Dear Mike,

We are pleased to present this report of our geotechnical site investigation for the proposed development on Presbyterian Church of Jackson Hole property located at PT. NE1/4NW1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL 1 in Jackson, Wyoming. This report describes site conditions observed during the subsurface investigation and presents engineering analyses and recommendations to support the design and construction of foundation elements typically associated with residential construction.

In summary, the site appears to be underlain by alluvial deposits originating from the Snake River Floodplain. The alluvium comprises primarily gravels and cobbles in a sandy matrix with trace fines. The stony alluvial deposits appear to be an adequate bearing layer to support the anticipated foundation loads.

Groundwater was not encountered at the time of the site investigation. A total of three groundwater monitoring wells have been installed to depths ranging from approximately 11.2 to 12.3-ft below the existing ground surface. We have installed dataloggers in all three of the standpipes to continuously record groundwater fluctuations during the spring and summer months of 2022. At the time of this report, all monitoring wells have been observed to be dry.

If you have any questions about this report, or if we may provide other services to you, please contact us. As the project progresses, we will be available to answer questions.

Respectfully submitted,

JORGENSEN GEOTECHNICAL

Nick Annala, E.I.
Design Engineer Technician

Colter H Lane, P.E.
Geotechnical Project Manager

**Geotechnical Investigation Report
Presbyterian Church of Jackson Hole
Teton County, Wyoming**

Prepared for:

**Presbyterian Church of Jackson Hole
PO Box 7530
Jackson, WY 83002**

Prepared by:



JORGENSEN
GEOTECHNICAL, LLC

**PO Box 9550
Jackson, WY 83002**

July 12, 2022

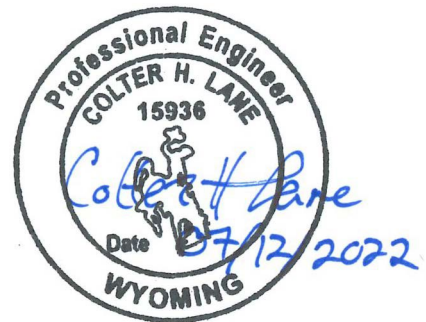


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Appendix A: Test Pit Logs	
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1.0 INTRODUCTION

At the request of the Presbyterian Church of Jackson Hole (PCJH), Jorgensen Geotechnical (JG) conducted a Geotechnical Site Investigation for the proposed residential development located at PT. NE1/4NW1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL 1 in Jackson, Wyoming (Figure 1). The purposes of the investigation were to observe soil and groundwater conditions, evaluate soil engineering properties, and to provide recommendations to support the design and construction of foundation elements commonly associated with residential construction. The scope of services included excavating and logging six exploratory test pits, installing three groundwater monitoring wells, performing engineering analyses, and furnishing this Geotechnical Site Investigation Report.

2.0 PROPOSED CONSTRUCTION

A project outline provided to JG by PCJH includes plans to build employee housing and a possible mixed-use development. Parking is also to be designed. Based on the outline provided, a basement may be incorporated into the design. Footing elevations were not provided at the time this report was furnished. We assume conventional construction techniques will be used with typical foundation loads associated with residential construction.

3.0 INVESTIGATION PROCEDURES

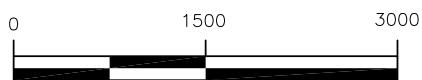
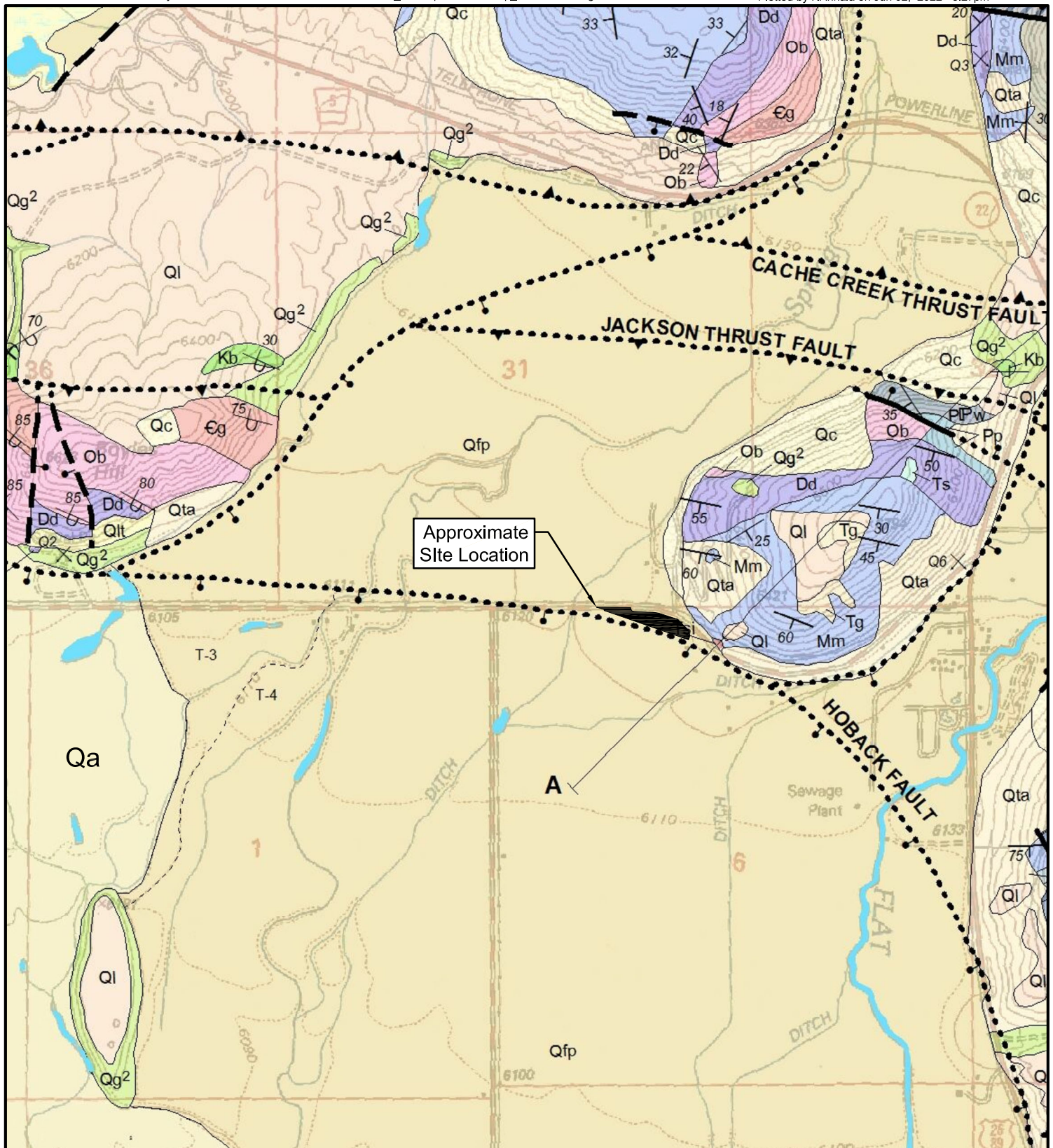
3.1 Field Investigation

The subsurface exploration was conducted on May 19, 2022. Six test pits were excavated to depths ranging from 11 to 12.5-ft below ground surface (bgs) using a rubber-tired John Deere 310SJ backhoe operated by FC Excavation. Three groundwater monitoring wells were installed in TP-3, TP-5, and TP-6 to depths of 12.3, 11.4-ft and 11.2-ft. bgs, respectively. Test pit locations were chosen to bracket the site location without disturbing soils underlying the anticipated foundation system, however, due to the preliminary stages of planning, this may not have been avoided. Approximate test pit locations are shown on Figure 2.

Soil type, thickness, consistency, and relative moisture contents were observed and documented by a Jorgensen geotechnical engineer. Soil samples were collected during the investigation, but due to the predominantly stony nature of the soil, laboratory testing was not performed. Detailed test pit logs are presented graphically in Appendix A. Based on observations made during the test pit excavations, site soils appear consistent across the project area, but observations are limited to discrete locations. Actual subsurface conditions between the test pits may differ from those represented in the exploration logs.

3.2 Report Preparation

This report describes the geologic site conditions and subsurface soil conditions observed during the site investigation. It includes a site location and geologic map (Figure 1), test pit location map (Figure 2), and descriptive test pit logs are presented graphically in Appendix A. The report provides engineering analyses and recommendations to support the design and construction of foundation elements associated with residential construction.



SCALE: 1 INCH = 1500 FEET
THIS SCALE VALID ONLY FOR 8.5x11 PRINTS

Map symbols: Qfp - Flood Plain Deposits
Qa - Alluvium

From Love and Albee, Geologic Map of the Jackson Quadrangle, 2004

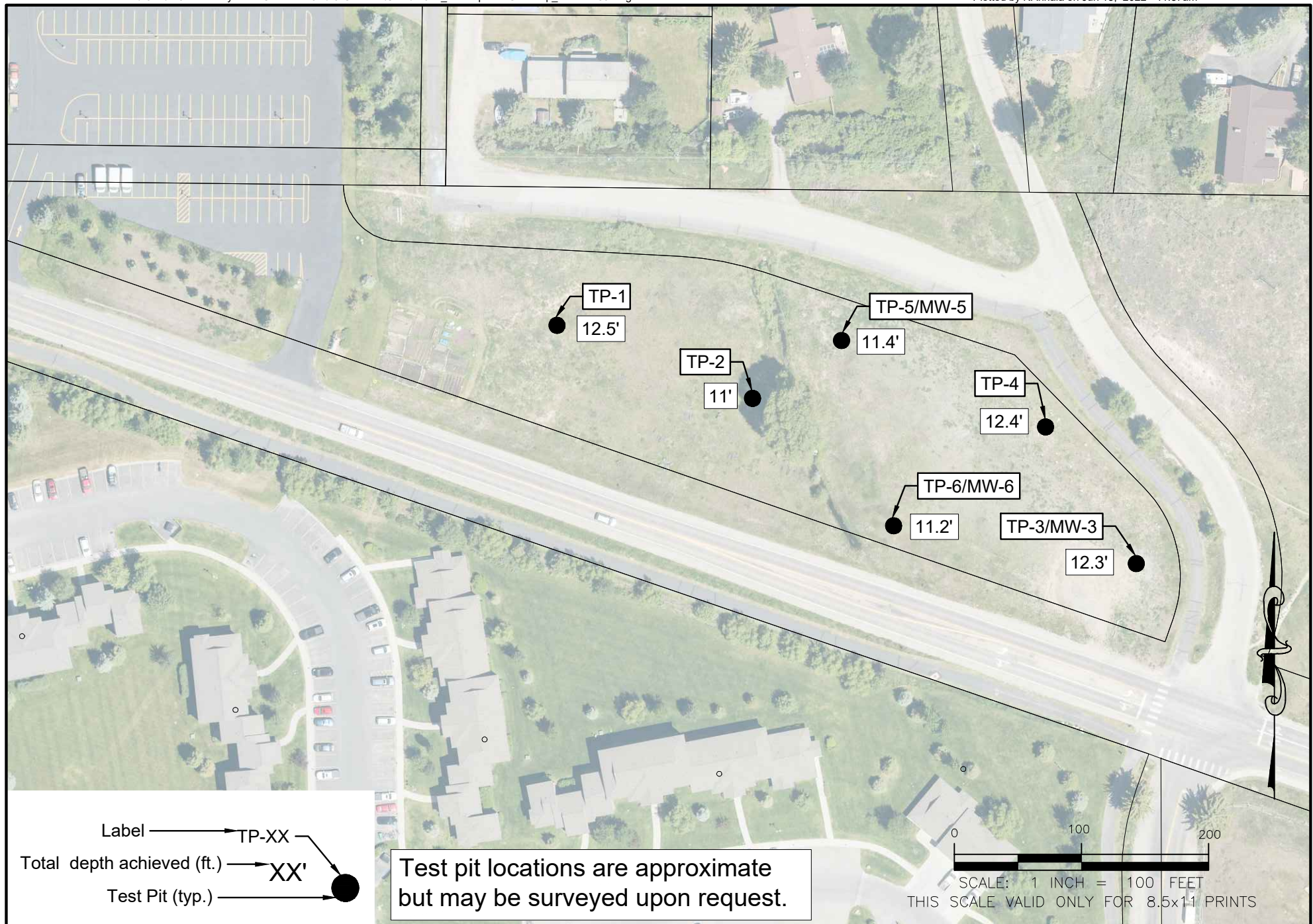
DRAFTED BY: NJA
REVIEWED BY: CHL
PROJECT NUMBER
22072

SHEET TITLE:
Figure 1
Site Location and
Geologic Map

PROJECT TITLE:
Geotechnical Investigation Report
Presbyterian Church of Jackson Hole
Teton County, Wyoming



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DRAFTED BY: NJA
REVIEWED BY: CHL
PROJECT NUMBER
22072

SHEET TITLE:
Figure 2
Test Pit Location Map

PROJECT TITLE:
Geotechnical Investigation Report
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Teton County, Wyoming



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4.0 SITE CONDITIONS

4.1 Description

The project site is located near the toe of High School Butte, bounded by South Park Loop Road to the south. Private residences neighbor the parcel to the north, with a portion of PCJH parking lot extending into the western portion of the parcel. According to the Teton County GIS MapServer the site is relatively flat at an average elevation of about 6,132-ft above mean sea level (AMSL). Access to the site is via South Park Loop Road. The site appears to be undisturbed and previously undeveloped, although we observed some surface disturbance from vehicle access to the site. We understand this area is traditionally used as a location for snow storage in the winter. Fill appears to have been previously placed near the existing community garden, as well as stony fill stockpiles along the eastern extent of the property at the toe of the Montana Road embankment, in the mid-2000s. An irrigation ditch conveys water from north to south and bisects the property. It is currently unknown whether the water in the ditch influences groundwater conditions at the site.

4.2 Geology

The project site is found on the Geologic Map of the Jackson Quadrangle (Love and Albee., 2004), which has been adapted as Figure 1. The map shows the location of surficial deposits, bedrock units, and geologic structures (i.e., faults and folds). According to the map, the site is underlain by flood plain deposits (Qfp) and alluvium (Qa) of the Snake River Floodplain, typically consisting of water-laid gravel, cobbles, and sand. Subsurface conditions appear consistent with those of the mapped geology, predominantly consisting of sands, gravels, and cobbles, overlain near the surface by a layer of native, clayey sand (i.e., topsoil). Loess and Colluvium deposits were also mapped nearby but were not observed at this site.

Numerous Quaternary-age (relatively young and potentially active) faults have been mapped in the Jackson Hole area (USGS, 2006). Recent mapping of the Teton Fault produced by Zellman, et al. (2019), indicates the fault is approximately 5 miles northwest of the project site. The Teton Fault is considered a major structural component of the region. Estimated slip rates range from 0.2 to 1.0 mm per year. The 2004 geologic map indicates the approximate traces of the Cache Creek, Hoback, and Jackson thrust faults are near the project site; however, these faults are considered old and inactive.

4.3 Soils

Clayey sand topsoil was generally observed to blanket the site stony alluvium from existing grade to depths ranging from the surface to 1.5-ft bgs in five of the six test pits. It was described as slightly moist, dark brown, loose, containing many roots terminating at 2 to 4-ft bgs, and containing no apparent structure. Field estimates classify the soil as consisting of approximately 65-75% sand, 25-30% clayey fines, and varying amounts of gravel.

A layer given an origin of fill, was observed underlying the topsoil in JG-1 and JG-2 at depths ranging from 0.8 to 4-ft. A layer of fill was also observed in JG-4 from the surface extending to a depth of 3.5-ft bgs. It was described as slightly moist to moist, dark brown, medium dense to dense. No structure was recorded, though some roots were observed within this unit. This layer consisted of approximately 40-50 sand, 30-40% clay, and 10-20% gravel in JG-1 and JG-2. In JG-4, this layer contains an increase in fines consisting of approximately 10-15% subangular to subrounded gravel and cobble greater than 3-in by volume, 40-45% gravel, 20-25% fines, and 30-35% fines.

Stony native material underlying topsoil, fill, and gravelly alluvium was generally observed as sandy gravel and cobble. It was described in the field as slightly moist to moist, light brown, dense to very dense,

stratified, and clast-supported. Field estimates classify the soil as sandy gravel and cobble consisting of approximately 30-40% subrounded cobble greater than 3-in by volume, with the remainder estimated to be 70-75% gravel, 30-40% sand, and trace silt and clay by mass. These stony alluvial soils are common in this area and are typically referred to as “pit-run”. They generally compact into a strong, dense engineered fill.

4.4 Groundwater

Groundwater was not encountered at the time of the investigation. However, May is generally considered a time of year when groundwater is assumed to be lower than peak levels. Groundwater levels fluctuate in response to seasonal snowmelt, local irrigation, and flow levels in nearby rivers and streams, which tend to peak mid- to late-June. Groundwater levels can vary annually, especially during years with above average snowpack. Flow levels in nearby streams and local irrigation will likely have the greatest influence on groundwater levels.

Three groundwater monitoring standpipes were installed at the time of the investigation. Three data loggers from Heron Instruments were installed to collect water level data continuously during the spring and summer. We will conclude the monitoring no later than mid-autumn and submit a final groundwater monitoring report. However, at the time of this report the dataloggers have recorded dry conditions with peak groundwater levels observed on other sites in the Jackson Hole area in late-June.

These data consist of recordings in spring 2022 only and may not be representative of all possible groundwater conditions. We recommend taking precautions against moisture in basement and/or crawlspace areas. It is prudent to take a conservative approach to site groundwater levels as they tend to fluctuate seasonally; 2022 likely does *not* represent the highest possible groundwater levels. However, in our opinion, we do not expect groundwater to pose an issue with design and construction of the proposed project as long as precautions are taken to protect below grade areas.

4.5 Earthquakes and Ground Shaking

Jackson Hole is located within the Intermountain Seismic Belt, a zone of seismicity that extends from southern Utah through eastern Idaho, western Montana, and Western Wyoming (Smith and Arabasz, 1991). The Teton Fault, located along the eastern margin of the Teton Range about 5 miles northwest of the project site, is considered an important structural element of the Intermountain Seismic Belt. Predicted recurrence intervals for maximum credible earthquakes have passed for most of the fault systems capable of generating magnitude 7.5 earthquakes in western Wyoming (Case, 1997), implying the risk of major earthquakes is relatively high. The owner should be aware that in the event of a large magnitude earthquake (i.e., approximately 7.5), strong ground shaking, liquefaction, or slope movement could potentially cause damage to structures (Smith, et al., 1993).

Ground motion accelerations should be derived for the project site in accordance with the general procedure defined in the International Building Code (IBC). The IBC references ASCE 7-16 to determine the ground motion accelerations. Based on subsurface soils, the site is classified as Site Class D (“Stiff Soil”). For your convenience, Seismic Design Maps (SEAO, 2019) values are summarized in Table 4-1.

Table 4-1: U.S. Seismic Design Maps Summary

Maximum Considered Earthquake (MCE) Spectral Response Acceleration Parameters	
Short Period (S_s) =	1.054
1-Second Period (S_1) =	0.348

Site Coefficients and Adjusted MCE Spectral Response Acceleration Parameters			
F _a = 1.078		S _{MS} = 1.136	
F _v = 1.952		*S _{M1} = 0.679	
Design Spectral Response Parameters			
S _{DS} = 0.757			
*S _{D1} = 0.453			

Note: Values for F_v are based on linear interpolation of Table 11.4-2 of ASCE Standard 7-16. Values for S_{M1} , and S_{D1} are calculated from F_v . Per Section 11.4.8 of ASCE 7-16, if the proposed structure foundation will include seismic isolators or damping systems, a site response analysis shall be performed in accordance with Section 21.1 ASCE of 7-16.

The project site is located in an area of moderate seismic activity. The current peak horizontal acceleration (PGA) with a probability of occurrence of 2% in 50 years is approximately 0.468g (SEAOC, 2019). This has been applied for the analysis of seismic lateral loading on retaining walls Section 5.3.

The provisions of the IBC are intended to provide uniform levels of performance for structures depending on their intended occupancy and use, and the risk inherent to their failure. The approach adopted in the IBC is intended to provide a uniform margin of safety against collapse at the design motion. The design earthquake ground motion is selected at a ground shaking level that is 2/3 of the maximum considered earthquake (MCE) ground motion, which has a likelihood of exceedance of 2% in 50 years (corresponding to a return period of 2,500 years). The owner should be aware that the IBC is not intended to prevent damage or loss of function during a major earthquake; it is intended to reduce the risk of loss of life. Structural design should follow the level of risk tolerable to the owner.

4.6 Geologic and Geotechnical Hazards

In our opinion, the most significant geologic hazard to the project site is its close proximity to the Teton Fault which is roughly 5.5 miles to the northwest. The owner should be aware that in the event of a large magnitude earthquake, strong ground shaking and ground cracking could potentially cause damage to structures (Smith et al., 1993). The owners may wish to consider the option of carrying earthquake insurance in addition to homeowner's insurance. However, the distance from any Quaternary (i.e., relatively young) faults implies surface rupture at the project site is unlikely to occur.

Loose, saturated sands and silty sands, and in some cases, silts and gravels may liquefy when exposed to seismic shaking. The gravels and cobbles observed throughout the site are unlikely to liquefy in a seismic event. Liquefaction at depth, if it were to occur, could cause minor differential settlement. However, liquefaction is unlikely to cause lateral spreading, which is major slope movement commonly responsible for catastrophic damage during earthquakes, at this relatively flat site.

5.0 ENGINEERING ANALYSIS

5.1 Settlement

Significant consolidation (i.e., greater than 1-inch of total settlement or 0.5-inches of differential settlement) of the stony alluvial deposits encountered in the test pits is not anticipated. Foundation elements should be placed directly on the native stony alluvial material or approved engineered fill. Any overlying topsoil or fine-grained deposits should be removed, and no such material should be incorporated into any foundation subgrades. Lenses of loose sand or fine-grained material may occur in the stony material; if encountered during construction, they should be removed and replaced with structural fill, consisting of imported stony “pit-run” or re-compacted native stony alluvial material.

5.2 Bearing Capacity

Bearing capacity of soil refers to its ability to resist shear failure under load and was calculated using Terzaghi’s bearing capacity equation for isolated strip footings (Bowles, 1996). Soil parameters (i.e., inputs to the bearing capacity equation) were derived based on visual classification of the soil and established empirical estimates (CANMET, 1982). The calculated allowable bearing capacity of the stony alluvial deposits or recompacted fill is 7,000 psf, assuming that topsoil and any other deleterious materials are removed prior to fill placement and subgrade preparation recommendations are followed. These values assume footings will be placed directly on the stony alluvium or approved engineered fill and groundwater levels do not rise above 5-ft bgs.

Soil bearing capacity is dependent not only on its strength, but also the geometry of the foundation elements. The calculated allowable bearing capacity has been determined assuming 2-ft “strip” or spread footings placed at least 3-ft bgs with groundwater levels deeper than 5-ft below final grade. If groundwater monitoring in the spring and summer of 2022 determines peak groundwater levels shallower than the assumed 5-ft, the allowable bearing capacity shall be re-evaluated by JG.

If footing size and depth differs remarkably from these assumptions, this office should be notified to evaluate our recommendations. It is often the case that heavily loaded, isolated footings may be optimized (i.e., made smaller) using a larger bearing capacity, thereby reducing the quantity of concrete required. Please contact JG for an evaluation during the design process.

5.3 Lateral Pressures

Lateral pressures were calculated using methods suggested by Bowles (1996). Lateral pressures were calculated for at-rest, active, and passive conditions assuming level backfill, and are presented in Table 5-1. These values assume stony site-derived material will be used as exterior backfill. We have assumed an estimated internal friction angle of 35° and a unit weight of 135 pcf based on visual classification of the soils.

Table 5-1: Lateral Pressure Parameters for Native Stony Site Soils

Condition	Coefficient of Earth Pressures	γK (equivalent fluid pressure)
Static Conditions Level Backfill	$K_o = 0.43$ $K_a = 0.27$ $K_p = 3.69$	58 pcf 37 pcf 498 pcf
Earthquake Conditions Level Backfill	$K_{ae} = 0.43$ $K_{pe} = 3.20$	57 pcf 432 pcf

5.3.1 Active Pressures

For lateral pressure design of retaining walls, which are allowed to deflect and develop an active soil wedge, the calculated equivalent fluid pressure (γK_a) is 37 pcf (pounds per cubic foot). This pressure distribution would be equivalent to a force of approximately $18.5H^2$ pounds per horizontal foot of wall acting at one-third the wall height (H) above the base.

Lateral pressures on retaining walls from earthquakes were estimated using the Mononobe-Okabe equations (Bowles, 1996; Duncan et al, 1990). Because the maximum acceleration occurs only briefly during an earthquake, it is common practice when designing dams and other earth structures to reduce the design acceleration to $\frac{1}{2}$ of the maximum design acceleration (Hynes-Griffin and Franklin, 1984). Thus, we have calculated seismic lateral pressures using a horizontal acceleration k_h of 0.23g ($\frac{1}{2}$ of k_h max) per SEAOC (2019).

Research has indicated that lateral pressures due to earthquakes are non-hydrostatic in distribution, and the resultant acts above the lower third-point of the wall (Bakeer, et al, 1990). Accordingly, active soil pressures must be divided into two components that act at different wall heights. The static force acts at the lower third-point, as discussed above. The resultant force from seismic lateral pressures is applied at 60% of the wall height above the base with a magnitude equal to the difference between seismic and static active pressures; i.e., $\frac{1}{2}(\gamma K_{ae} - \gamma K_a)H^2$ or $10H^2$ pounds per horizontal foot of wall applied.

5.3.2 At-Rest Pressures

For lateral pressure design of basement walls, which are restrained and not allowed to deflect, the calculated at rest earth pressure (γK_o) is 58 pcf. Design control of such walls shall be whichever generates the higher resultant force: at-rest pressures or active seismic pressures.

5.3.3 Passive Pressures

For passive pressure design, the earth pressure coefficient (γK_p) is about 498 pcf, assuming a horizontal ground surface adjacent to the wall, and reduced to 432 pcf for seismic conditions. Passive pressure design should neglect loose fill and soil located within the frost zone.

5.4 Soil Friction

Terzaghi, et al (1996), suggest use of the internal strength of the soil for the friction angle along a concrete base in granular soils, with a maximum value of 30° . Accordingly, a friction value of 0.58, which is the tangent of 30° , is suggested if foundation elements are founded on native stony alluvial deposits or compacted, granular structural fill. The friction value may be combined with the passive pressure to resist horizontal loads.

6.0 RECOMMENDATIONS

6.1 Foundations

In our opinion, the existing native stony alluvial material consisting of sandy gravels and cobbles, is likely to provide adequate support for anticipated foundation loads. We recommend building foundation systems be placed entirely on the native stony material or engineered fill consisting of imported “pit-run” or re-compacted stony site soils. The clayey sand (i.e., topsoil) and any fine-grained deposits should be removed below all footings. At the time of the site investigation, the approximate building footprint was unknown, and test pits may have disturbed the soil under proposed footings. Disturbed, native soil should be re-compacted.

All footings should be placed below the frost line, including exterior footings for awnings and porches. The building code for Teton County requires that footings be placed at a minimum depth of 34 inches from finished grade, with a minimum foundation exposure of 6 inches above finished grade.

Minor cracks in the foundation walls, floor slabs, and sheetrock are normal and should not be a cause for concern. A structural engineer should review the plans to check that adequate lateral restraint is provided to foundation walls by the floor joists.

6.2 Site Preparation

At the start of construction, the site should be cleared and stripped of topsoil, fine grained soils, and organic debris. No brush, roots, frozen material, or other deleterious or unsuitable materials shall be incorporated in the foundation subgrade or site-derived engineered fill. All exposed subgrade surfaces should be free of mounds and depressions which could prevent uniform compaction. If unexpected fills or obstructions are encountered during site clearing or excavation, such features should be removed and the excavation thoroughly cleaned prior to backfill placement and/or construction. All excavations should be inspected by representative of Jorgensen prior to fill or concrete placement, especially if questionable materials are exposed.

If fine-grained soils or lenses of loose sands are observed at foundation depth, they should be removed and replaced with an approved engineered fill, such as pit-run or select site soils. During excavation for the foundation system, removal of large cobbles and boulders may disturb and loosen the surrounding material. All disturbed areas should be compacted with a smooth-drum vibratory roller, in vibratory mode with a minimum of three passes, prior to placement of structural fill and/or footing construction. The actual number of passes should be determined by observing whether the surface is yielding after each pass. If the surface appears to be yielding, the number of passes should be increased until a non-yielding condition is observed and approved by Jorgensen.

6.3 Excavation and Cut Slope Stability

OSHA regulations (29CFR1926) appear to classify site soils as Type C. For planning and design purposes, simple cut slopes should be no steeper than 1.5H:1V in the stony alluvium. These are recommendations based on observations made at the time of the investigation. The contractor shall be responsible for adherence to OSHA and other safety regulations by observing soil and groundwater conditions at the time of construction.

6.4 Final Backfilling and Grading

Properly compacted backfill and site drainage are important. Stony fill (e.g., site-derived sandy gravel and cobble alluvium or imported “pit-run”) will compact into a dense, strong, well-draining engineered fill, and strict moisture control is usually not required, making it a preferred alternative for many contractors for exterior backfills, utility trenches, and subbase under interior and exterior slabs. However, compaction testing with a nuclear density gauge is usually problematic due to the presence of large stones. Therefore, we recommend compacting stony fills using a **method specification**, for which Table 6-1 provides initial guidelines.

Table 6-1: Compaction Parameters for Stony Fill

Compactor Type	Lift Thickness	Maximum Particle Size	Minimum Number of Passes
5-ton vibratory	12 inches	9-inch*	3
1.5-ton vibratory	9 inches	6-inch	5
Hand-held	4 inches	4-inch	5

* Occasional clasts to 12-inch are permitted, if encountered, but should not be nested (placed against one another).

Stony fill will compact into a dense, strong, well-draining structural fill, and strict moisture control is usually not required. Compaction testing with a nuclear density gauge is usually problematic due to the presence of large stones. Therefore, we recommend compacting stony fills using a **method specification**, for which Table 6-1 provides initial guidelines.

The method specification may be established as follows:

- The contractor will place fill in loose lifts no greater than specified in Table 6-1 for whichever class of compactor is used.
- Fill will be compacted with the *minimum* number of passes specified in Table 6-1. The actual number of passes should be determined by observing compaction after each pass to determine if the surface is non-yielding. If the fill surface appears to be yielding, the number of passes should be increased until a non-yielding condition is observed.
- Once the number of passes is determined, this **method** (unique to the material type, compactor, lift thickness, and number of passes) may be continued for the rest of the project as long as fill material properties and subgrade soil conditions remain the same.

It is important to establish a method specification as early in the construction as possible and apply it consistently for the entirety of the building pad construction. JG should observe lift thickness, number of passes, and equipment used during compaction. Additional guidance on construction observations may be found in Section 6.9.

Exterior backfills should be placed as early as possible. However, do not over-compact exterior backfills against “green” foundation walls. Utility trenches should also be backfilled in lifts and compacted. Stony soils will require a vibrating smooth-drum roller or vibratory plate (i.e., hoe-pack or “jumping jack”) for compaction.

6.5 Interior Slabs-on-Grade

Interior slabs should be at least 4 inches thick, and any slabs bearing vehicles should be at least 6 inches thick, or as approved by a Structural Engineer. Minor floor cracking of slab-on-grade construction is difficult, if not impossible, to prevent. Such cracking is normal and should be expected to occur with time. Buildings

are almost never free of cracks, and cracking is caused by many factors other than soil movement, such as concrete shrinkage or curling, or daily and seasonal variability in temperature and humidity.

An impermeable layer (usually plastic) is suggested beneath interior slabs, underlain by 4 inches of clean drain gravel that will act as a capillary break to reduce dampness. Two options are available to reduce the tendency for the concrete to crack or curl as it dries:

1. A blotter layer may be placed under the slab. In the past, loose sand has been used for this purpose, but is no longer recommended. A cover of 4 inches of trimmable, compactible, granular material may be placed over the impermeable layer to receive the concrete slab. This material usually consists of “crusher run material”, which varies in size from about 1.5-inch down to rock dust. Alternatively, 3 inches of compacted, fine-graded material such as crusher fines or manufactured sand may be used.
2. The blotter layer may be eliminated if the concrete is reinforced properly. The attached article entitled “Controlling Curling and Cracking in Floors to Receive Coverings” provides a discussion of proper floor slab reinforcement. If the contractor needs additional guidance on reinforcement, a Structural Engineer should provide it.

Three articles from the American Concrete Institute (ACI) that discuss these options are listed in Section 8.0. We are able to offer additional guidance if requested.

6.6 Exterior Slabs-on-Grade

Exterior slabs (e.g., sidewalks, patios, driveways, hardscapes, etc.) typically sustain the greatest damage. Cracking is almost impossible to avoid, and freeze-thaw adds to the difficulty caused by soil movement. Performance of exterior slabs in areas underlain by clayey sand (i.e., topsoil) will be improved by over-excavation the topsoil and replacing it with “pit-run” or site derived alluvium compacted per Section 6.4. A 6-inch leveling course comprising road mix gravel (e.g., WYDOT Grading H) is recommended to be placed and compacted directly below the slab. Prior to placement and compaction of the gravel, the surface of the exposed excavation should be compacted to a non-yielding condition. The gravel should be separated from any native clayey sand using a non-woven separation fabric (e.g., Mirafi 140N).

Exterior slabs should be at least 4 inches thick, 6 inches if supporting vehicles, or as approved by the Structural Engineer. Exterior slabs should not be tied to foundation walls. Any movement of exterior slabs may be transmitted to the foundation walls, resulting in damage. Posts for patios or other exterior columns should not bear on exterior slabs. If the slabs settle or rise, the movement can be transmitted to the post, resulting in damage to the structure. Expansion joints are recommended in all concrete flatwork.

6.7 Crawlspace Ventilation and Radon

There is a slight risk that seasonal groundwater or surface water fluctuations may result in dampness or water entering crawl space areas. Evaluation of radon was beyond the scope of work; local codes should be followed and specialty contractors employed, if necessary. The building contractor is ultimately responsible for following local building codes. Crawlspace ventilation to reduce moisture and potential accumulation of radon gas is required by code. Placing a Class 1 vapor retarder in the crawlspace may reduce ventilation opening area requirements. A capillary break layer, such as is recommended in Section 6.5, may also accommodate a radon vent pipe.

6.8 Reinforcing, Utilities Testing, and Concrete Considerations

Footings, slabs, and foundation walls should be reinforced to resist differential movement. Consultation with a Structural Engineer to specify adequate reinforcement is suggested. Water and sewer lines should be pressure tested before backfilling. Exterior concrete should contain 5% to 7% entrained air.

6.9 Observations during Construction

Recommendations in this report are contingent upon our involvement. If any unexpected soils or conditions are revealed during construction, this office should be notified immediately to observe the conditions and make any necessary modifications. All excavations and foundation subgrades should be observed by a representative of JG prior to fill or concrete placement, especially if questionable materials are exposed. Notice shall be provided at a minimum of 24 hours before the requested observation.

We are able to provide the most value observing site conditions at the following times:

1. Upon completion of site preparation to verify stony alluvial soils have been reached and prepared in accordance with Section 6.2.
2. During the placement of the beginning lifts of engineered fill, if required, to observe compaction (i.e., develop a method specification, see Section 6.4).
3. Once the site has been prepared to the bottom of footing elevation to witness a proof roll with the compactor.

7.0 LIMITATIONS

This report has been prepared based on inherently limited data. Actual site conditions may vary. These services have been performed in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty is made or implied.

This report is site-specific and has been prepared in support of the proposed project. The report is for the sole use of the current property owner and their design and construction team and shall be considered non-transferable to future property owners without the written consent of Jorgensen Geotechnical. Under no circumstances are the figures and text to be used separately.

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APPENDIX A

Test Pit Logs

Project Name: PCJH Employee Housing

Client: Presbyterian Church of Jackson Hole

Project Number: 22072

Date Started: May 19 2022 **Completed:** May 19 2022

Contractor: FC Excavation

Equipment: John Deere 310SJ

Project Location: PT. NE1/4NW1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL 1

Logged By: NJA

Checked By: CHL

Latitude: 43.465280

Longitude: -110.806940

Elevation: 6131.00

Notes:

No groundwater observed. Stopped due to limits of excavator.

- Backfilled with spoils.

[illegible]

Project Name: PCJH Employee Housing

Client: Presbyterian Church of Jackson Hole

Project Number: 22072

Date Started: May 19 2022 **Completed:** May 19 2022

Contractor: FC Excavation

Equipment: John Deere 310SJ

Project Location: PT. NE1/4NW1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL 1

Logged By: NJA

Checked By: CHL

Latitude: 43.465090

Longitude: -110.806530

Elevation: 6131.00

Notes:

No groundwater observed. Stopped due to pit walls collapsing.

- Backfilled with spoils

[illegible]

Project Name: PCJH Employee Housing

Client: Presbyterian Church of Jackson Hole

Project Number: 22072

Date Started: May 19 2022 **Completed:** May 19 2022

Contractor: FC Excavation

Equipment: John Deere 310SJ

Project Location: PT. NE1/4NW1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL

Logged By: NJA

Checked By: CHL

Latitude: 43.465110

Longitude: -110.805730

Elevation: 6132.00

Notes:

_ No groundwater observed. Stopped due to pit walls collapsing.

- Backfilled with spoils

[illegible]

Project Name: PCJH Employee Housing

Client: Presbyterian Church of Jackson Hole

Project Number: 22072

Date Started: May 19 2022 **Completed:** May 19 2022

Contractor: FC Excavation

Equipment: John Deere 310SJ

Project Location: Pt. NE1/4NW1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL 1

Logged By: NJA

Checked By: CHL

Latitude: 43.465190 **Longitude:** -110.806210 **Elevation:** 6131.00

Notes:

No groundwater observed. Stopped due to pit walls collapsing.

-Groundwater monitoring standpipe installed to 11.4-ft bgs with a stick-up of 3-ft. Backfilled with spoils.

Depth	Graphic	Sample Type	Number	Pocket Pen (tsf)	Classification	Material Description	Moisture Content (%)	Dry Unit Wt. (pcf)	Atterberg Limits			Well Completion
									Liquid Limit	Plastic Limit	Plasticity Index	
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												

Project Name: PCJH Employee Housing

Client: Presbyterian Church of Jackson Hole

Project Number: 22072

Date Started: May 19 2022 **Completed:** May 19 2022

Contractor: FC Excavation

Equipment: John Deere 310SJ

Project Location: PT. NE1/4NW1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL

Logged By: NJA

Checked By: CHL

Latitude: 43.464920 **Longitude:** -110.806210 **Elevation:** 6131.00

Notes:

No groundwater observed. Stopped due to pit walls collapsing.

- Groundwater monitoring standpipe installed to 11.2-ft bgs with a stick-up of 3.9-ft. Backfilled with spoils.

[illegible]



PO Box 9550 | 1315 HWY 89 S., Ste. 201
Jackson, WY 83002
PH: 307.733.5150
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July 5, 2023

Scott O'Hare and Steve Iobst
Presbyterian Church of Jackson Hole
1251 South Park Loop Road
Jackson, WY 83001

**RE: GROUNDWATER MONITORING REPORT, PRESBYTERIAN CHURCH OF JACKSON HOLE, PT.
NE1/4NW1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL 1
JG PROJECT NO.: 27072**

Dear Scott and Steve,

We are pleased to submit this report summarizing the results of the 2023 spring runoff groundwater monitoring for the proposed development on Presbyterian Church of Jackson Hole (PCJH) property located at PT. NE1/4NW1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL 1 in Jackson, Wyoming.

Jorgensen Geotechnical conducted a subsurface investigation on May 19, 2022. Six test pits were excavated, and three groundwater monitoring standpipe piezometers were installed in TP-3/MW-3, TP-5/MW-5, and TP-6/MW-6 to depths of 12.3, 11.4, and 11.2 feet below ground surface (bgs), respectively. Data loggers from Heron Instruments were installed to collect water level data continuously during the spring and summer of 2022. Results showed the standpipe piezometers were dry during the monitoring period in 2022.

PCJH contacted Jorgensen to conduct groundwater monitoring in 2023. The piezometers were spot-monitored weekly throughout June 2023 for a total of four monitoring events. Groundwater was measured using a manual groundwater tape. No groundwater was encountered during the monitoring period (i.e., the piezometers were dry).

These data consist of recordings in June 2023 only and may not be representative of all possible groundwater conditions. It is prudent to take a conservative approach to site groundwater levels as they tend to fluctuate seasonally. However, in our opinion, it is unlikely that groundwater will pose issues with design or have an impact during construction.

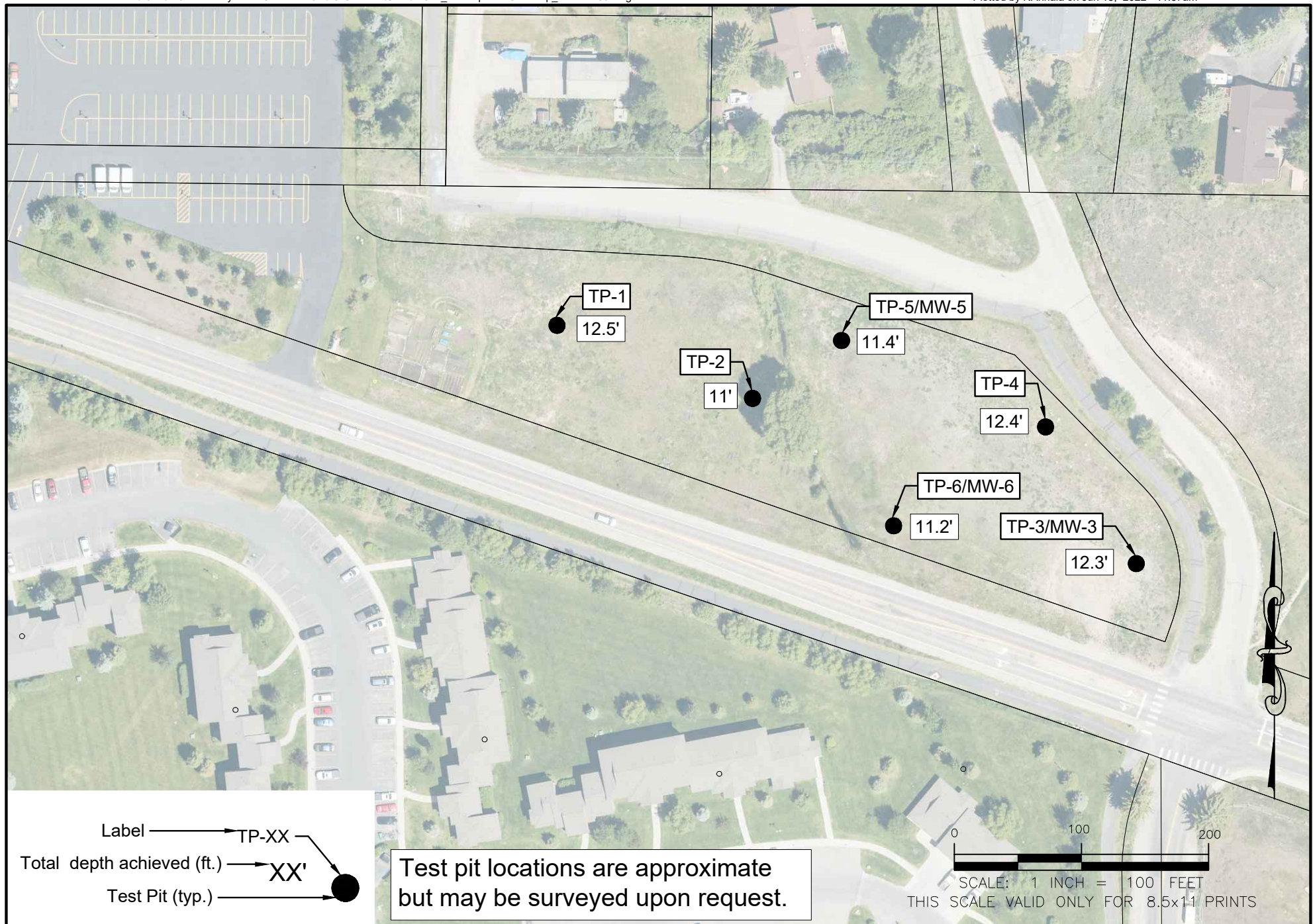
If you have any questions, please contact our office. We are happy to provide additional observations and recommendations as the project progresses.

Respectfully submitted,
Jorgensen Geotechnical, LLC

Dominique Brough, P.G.
Geotechnical Project Manager

Attached: 2023 Groundwater Monitoring Log
Figure 2 – Groundwater Monitoring Well Location Map (from July 2022 Geotechnical Investigation Report)

Standpipe Piezometer Measurements			
Depth Below Ground Surface (feet)			
Date	MW-3	MW-5	MW-6
6/5/2023	Dry	Dry	Dry
6/14/2023	Dry	Dry	Dry
6/22/2023	Dry	Dry	Dry
6/27/2023	Dry	Dry	Dry



DRAFTED BY: NJA
REVIEWED BY: CHL
PROJECT NUMBER
22072

SHEET TITLE:
Figure 2
Test Pit Location Map

PROJECT TITLE:
Geotechnical Investigation Report
Presbyterian Church of Jackson Hole
Teton County, Wyoming



JORGENSEN
Geotechnical, LLC
307-733-5150 www.jorgeng.com



WATER SYSTEM DEMAND PER WYDEQ CHAPTER 12

Project Name: **Presbyterian Church of Jackson Hole Employee Housing Center**
 Jorgensen Project Number: **JA Project No. 22072**
 Site Calculation Date: **1.16.2024**

Average Day Occupancy Rate ¹	75%
Max Day Factor ¹ , MDF	2.72
Peak Hour Factor ² , PHF	4

WATER DEMAND					
	a	b	c=a*b	d=MDF*c	e=d/1440 * PHF
	Quantity	Average gpd/capita	Average TOTAL, gpd	Maximum TOTAL, gpd	PEAK HOUR, gpm
Unit, 1 Bedroom	2	125	250	680	1.9
Unit, 2 Bedroom	14	125	3500	9520	26.4
Unit, 3 Bedroom	0	125	0	0	0.0
Unit, 4 Bedroom	5	125	2500	6800	18.9
Cabin, 1 Bathroom and 1 Kitchen	1	125	250	680	1.9
Subtotal Housing			6,500	17,680	49.1

FIRE SUPPRESSION						
Total Building Size	Building Type	Required Pressure ³	Required Duration ⁴	Total Fire Flow ⁴	Sprinkler Reduction ⁵	Adjusted Fire Flow ⁵
(SF)	(IBC)	(psi)	(hours)	(gpm)	(%)	(gpm)
0	IV	20	3	3,750	75%	1,500

Note:

¹ Based on daily rates from the WYDEQ CH 12, Section 8

² Peak Hour Factor based on busiest hour occurring during the busiest quarter of the day.

³ IFC - Appendix B, Section B102

⁴ IFC - Appendix B, Table B105.1(2), Type IV

⁵ IFC - Appendix B, Section B105.2, 75% reduction for automatic sprinkler systems, minimum 1500 gpm



WATER SYSTEM DEMAND PER AMERICAN WATER WORKS ASSOCIATION (M22)

Project Name: Presbyterian Church of Jackson Hole Employee Housing Center
 Jorgensen Project Number: JA Project No. 22072
 Site Calculation Date: 1.12.2024

WATER DEMAND - M22 FIXTURE CALCULATION					
	Fixture	No. Units	Fixtures per Unit ²	Fixture Value ¹	Total Fixture Value
Unit, 1 Bedroom	Toilet	2	1	6	12
	Lavatory Sink	2	1	1.5	3
	Shower	2	1	2.5	5
	Kitchen Sink	2	1	1.8	4
	Dishwasher	2	1	1.3	3
	Laundry (Washer)	2	1	3	6
Unit, 2 Bedroom	Toilet	14	3	6	252
	Lavatory Sink	14	3	1.5	63
	Shower	14	2	2.5	70
	Kitchen Sink	14	1	1.8	25
	Dishwasher	14	1	1.3	18
	Laundry (Washer)	14	1	3	42
Unit, 3 Bedroom	Toilet	0	4	6	0
	Lavatory Sink	0	4	1.5	0
	Shower	0	3	2.5	0
	Kitchen Sink	0	1	1.8	0
	Dishwasher	0	1	1.3	0
	Laundry (Washer)	0	1	3	0
Unit, 4 Bedroom	Toilet	5	5	6	150
	Lavatory Sink	5	5	1.5	38
	Shower	5	4	2.5	50
	Kitchen Sink	5	1	1.8	9
	Dishwasher	5	1	1.3	7
	Laundry (Washer)	5	1	3	15
Cabin	Toilet	1	1	6	6
	Lavatory Sink	1	1	1.5	2
	Kitchen Sink	1	1	1.8	2
	Dishwasher	1	1	1.3	1
TOTAL FIXTURE VALUE					781

Probable Water Flow Demand (AWWA M22 - Figure 4-3) 58
 Design Pressure Adjustment Factor (AWWA M22 - 60 psi) 1.00
 Adjusted Probable Demand (gpm)³ 58

Note: Domestic use only, no irrigation



WATER SYSTEM DEMAND PER WYDEQ CHAPTER 11

Project Name: Presbyterian Church of Jackson Hole Employee Housing Center
Jorgensen Project Number: JA Project No. 22072
Site Calculation Date: 1.12.2024

Average Daily Flow 60%
Peak Hour Factor 4

SANITARY SEWER DEMAND					
Unit Type	No. of Units ²	Max Flow per Bedroom, gpd ¹	Average TOTAL, gpd	Maximum TOTAL, gpd	PEAK HOUR, gpm
1 Bedroom	2	150	180	300	0.8
2 Bedroom	14	150	2520	4200	11.7
3 Bedroom	0	150	0	0	0.0
4 Bedroom	5	150	1800	3000	8.3
Cabin	1	150	0	0	0.0
TOTAL SANITARY SEWER DEMAND			4,500	7,500	21

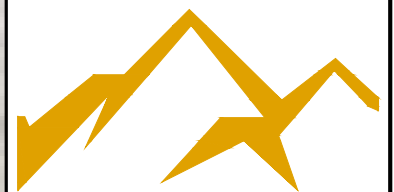
Notes:

¹ Based on daily flow rates from the WYDEQ CH 11, Part B, Table 1

² Bedroom count shown based on Development Plan, 1.12.2024

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307.367.6548
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PROJECT TITLE

PCJH - Employee Housing
PRESBYTERIAN CHURCH OF JACKSON HOLE
PARCEL 1 - TRIANGLE LOT
JACKSON, WYOMING

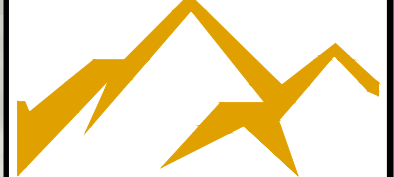
SHEET TITLE:

WATER MODEL
PRESBYTERIAN CHURCH
JUNCTION AND PIPE EXHIBIT

DRAFTED BY:	JA
REVIEWED BY:	JA
PLAN VERSION	DATE
EXHIBIT	1-16-2024

PROJECT NUMBER	20030
SHEET	WC-1





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PROJECT TITLE:

PCJH - Employee Housing
PRESBYTERIAN CHURCH OF JACKSON HOLE
PARCEL 1 - TRIANGLE LOT
JACKSON, WYOMING

SHEET TITLE:

WATERCAD MODEL
ZONE 3B SELECTED JUNCTION
LAYOUT EXHIBIT

DRAFTED BY:	JA
REVIEWED BY:	JA
PLAN VERSION	DATE
EXHIBIT	1-16-2024
PROJECT NUMBER	
22072	
SHEET	
WC-2	

Existing TOJ Demands Plus Presbyterian Church

MDD Scenario

FlexTable: Junction Table

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)	Zone
J-20	6,100.95	0.000	75	WestB
J-49	6,130.00	0.000	87	WestB
J-60	6,130.00	0.000	87	WestB
J-61	6,128.00	12.300	88	WestB
J-197	6,175.00	13.400	68	WestB
J-200	6,139.00	15.000	84	WestB
J-201	6,142.00	15.000	82	WestB
J-202	6,128.00	20.000	88	WestB
J-203	6,120.00	10.000	92	WestB
J-204	6,105.50	0.000	103	WestB
J-205	6,130.00	0.000	87	WestB
J-206	6,125.00	11.300	90	WestB
J-207	6,134.00	12.000	86	WestB
J-208	6,118.00	12.000	93	WestB
J-209	6,115.00	0.000	94	WestB
J-210	6,115.00	12.000	94	WestB
J-211	6,126.00	6.000	89	WestB
J-212	6,114.00	0.000	94	WestB
J-213	6,120.00	20.000	92	WestB
J-256	6,130.00	0.000	88	WestB

Existing TOJ Demands Plus Presbyterian Church

MDD Scenario

FlexTable: Pipe Table

Label	Start Node	Stop Node	Diameter (in)	Material	Flow (gpm)	Velocity (ft/s)
P-25	J-49	J-63	8.0	Ductile Iron	81.588	0.52
P-26	J-63	J-50	8.0	Ductile Iron	81.583	0.52
P-52	J-60	J-61	6.0	Ductile Iron	12.300	0.14
P-55	J-63	H-2	6.0	Ductile Iron	0.004	0.00
P-423	J-205	J-60	12.0	Ductile Iron	-211.506	0.60
P-424	J-60	J-49	12.0	Ductile Iron	-223.806	0.63
P-425	J-49	J-256	12.0	Ductile Iron	-305.394	0.87

Existing TOJ Demands Plus Presbyterian Church

MDD Scenario

FlexTable: Reservoir Table

ID	Label	Elevation (ft)	Zone	Flow (Out net) (gpm)	Hydraulic Grade (ft)
522	WELL-VFD-8	6,345.00	West	375.811	6,345.00
523	WELL-VFD-6	6,345.00	West	425.094	6,345.00
524	WELL-VFD-7	6,345.00	West	255.307	6,345.00

Existing TOJ Demands Plus Presbyterian Church
MDD with Fire

Fire Flow Node FlexTable: Fire Flow Report

Label	Fire Flow (Needed) (gpm)	Fire Flow (Available) (gpm)	Pressure (Residual Lower Limit) (psi)	Pressure (Calculated Residual) (psi)	Pressure (Calculated Zone Lower Limit) (psi)	Junction w/ Minimum Pressure (Zone @ Total Flow Needed)	Is Fire Flow Run Balanced?
H-2	1,500.000	1,550.000	20	60	43	J-197	True

Fire flow shown above is in addition to MDD demands.

Existing TOJ Demands Plus Presbyterian Church
MDD with Fire When Hydrant H-2 Activated

FlexTable: Junction Table

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)	Zone
J-20	6,100.95	0.000	75	WestB
J-49	6,130.00	0.000	63	WestB
J-60	6,130.00	0.000	63	WestB
J-61	6,128.00	12.300	63	WestB
J-197	6,175.00	13.400	43	WestB
J-200	6,139.00	15.000	60	WestB
J-201	6,142.00	15.000	58	WestB
J-202	6,128.00	20.000	65	WestB
J-203	6,120.00	10.000	71	WestB
J-204	6,105.50	0.000	100	WestB
J-205	6,130.00	0.000	63	WestB
J-206	6,125.00	11.300	65	WestB
J-207	6,134.00	12.000	61	WestB
J-208	6,118.00	12.000	68	WestB
J-209	6,115.00	0.000	69	WestB
J-210	6,115.00	12.000	69	WestB
J-211	6,126.00	6.000	64	WestB
J-212	6,114.00	0.000	71	WestB
J-213	6,120.00	20.000	67	WestB
J-256	6,130.00	0.000	63	WestB

Existing TOJ Demands Plus Presbyterian Church
MDD with Fire When Hydrant H-2 Activated

FlexTable: Pipe Table

Label	Start Node	Stop Node	Diameter (in)	Material	Flow (gpm)	Velocity (ft/s)
P-25	J-49	J-63	8.0	Ductile Iron	1,209.675	7.72
P-26	J-63	J-50	8.0	Ductile Iron	-340.325	2.17
P-52	J-60	J-61	6.0	Ductile Iron	12.300	0.14
P-55	J-63	H-2	6.0	Ductile Iron	1,550.000	17.59
P-423	J-205	J-60	12.0	Ductile Iron	52.048	0.15
P-424	J-60	J-49	12.0	Ductile Iron	39.748	0.11
P-425	J-49	J-256	12.0	Ductile Iron	-1,169.927	3.32

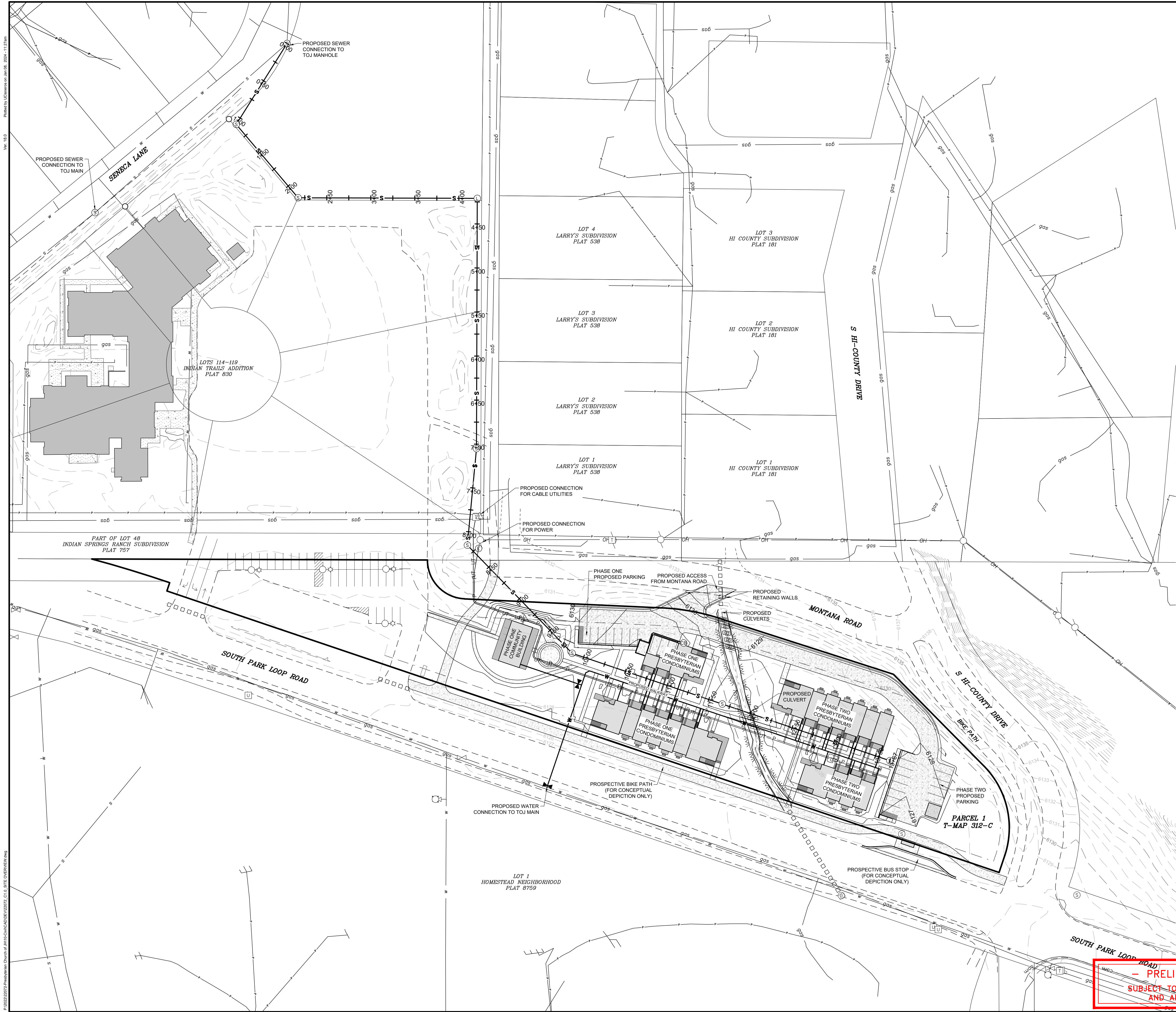
Existing TOJ Demands Plus Presbyterian Church
MDD with Fire When Hydrant H-2 Activated

FlexTable: Reservoir Table

ID	Label	Elevation (ft)	Zone	Flow (Out net) (gpm)	Hydraulic Grade (ft)
522	WELL-VFD-8	6,345.00	West	927.314	6,345.00
523	WELL-VFD-6	6,345.00	West	1,048.919	6,345.00
524	WELL-VFD-7	6,345.00	West	629.970	6,345.00

SECTION 5 – CIVIL SITE PLAN, LANDSCAPING PLAN, BUILDING PROGRAMMING, AQUATIC RESOURCE INVENTORY

- **CIVIL SITE PLAN WITH PROPOSED CONDITIONS**
- **LANDSCAPE PLAN**
- **BUILDING PROGRAMMING**
- **AQUATIC RESOURCE INVENTORY**
- **AQUATIC RESOURCE INVENTORY UPDATE VERIFICATION**



- GENERAL CONSTRUCTION NOTES**
- ALL SITE WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS AND ARTICLE 4 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS.
 - EXISTING BASE MAPPING WAS PERFORMED BY ON SIGHT LAND SURVEYORS, INC.
 - IT IS THE CONTRACTORS RESPONSIBILITY TO OBTAIN A WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY NPDES STORMWATER PERMIT PRIOR TO COMMENCING ANY LAND DISTURBING ACTIVITIES.
 - CONTRACTOR SHALL CONSTRUCT EROSION CONTROL STRUCTURES PRIOR TO ANY EARTHWORK OR CONSTRUCTION. CONTROL STRUCTURES SHALL BE CONSTRUCTED AND MAINTAINED BY CONTRACTOR UNTIL VEGETATION IS REESTABLISHED IN DISTURBED AREAS.
 - CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND SHALL PROMPTLY NOTIFY THE ENGINEER OF ANY VARIATIONS OR DISCREPANCIES.
 - BURIED UTILITIES
 - CONTRACTOR SHALL VERIFY LOCATION OF ALL BURIED AND OVERHEAD UTILITIES PRIOR TO ANY EXCAVATION IN THE VICINITY. UTILITY LOCATIONS SHOWN ON THESE DRAWINGS ARE APPROXIMATE AND BASED ON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. ENGINEER DOES NOT WARRANT THE ACCURACY NOR COMPLETENESS OF THE INFORMATION SHOWN FOR EXISTING UTILITIES.
 - CONTRACTOR SHALL COORDINATE WITH THE PROJECT REPRESENTATIVE TO LOCATE AND AVOID DAMAGE TO ANY FUEL PUMPING FACILITIES, IRRIGATION FACILITIES, WATER UTILITIES, AND STATE MONITORING WELLS AND PIPING.
 - CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES PRIOR TO INSTALLING IMPROVEMENTS.
 - CONTRACTOR SHALL NOTIFY WYOMING ONE CALL, 1-800-348-1030, A MINIMUM OF 48 HOURS PRIOR TO EXCAVATION FOR UTILITY LOCATES.
 - ALL EXCAVATION ACTIVITIES SHALL COMPLY WITH PERMIT REQUIREMENTS ISSUED FOR THE PROJECT. CONTRACTOR SHALL REVIEW AND BE RESPONSIBLE FOR PERMIT COMPLIANCE.
 - CONTRACTOR TO CONFIRM STOCKPILE AND STAGING LOCATIONS WITH THE OWNER.
 - CONTRACTOR TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
 - FILL MATERIAL SHALL BE SUITABLE ON-SITE OR IMPORTED MATERIAL WITH ROCKS NO LARGER THAN 6 INCHES IN DIAMETER. LARGER MATERIAL MAY BE PLACED ONLY WHEN AUTHORIZED BY THE ENGINEER.
 - CRUSHED GRAVEL BASE COURSE MATERIAL SHALL BE GRADING H. BASE COURSE SHALL BE MECHANICALLY COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D698 (ASHTO T-190 - MODIFIED PROCTOR DENSITY).
 - DESTRUCTION AND DAMAGE TO TREES AND OTHER NATURAL VEGETATION SHALL BE MINIMIZED AND ALL DISTURBED SURFACES SHALL BE RESEED AS SOON AS PRACTICAL IN ACCORDANCE TO THE REVEGETATION SPECIFICATIONS.
 - STRIP AND SALVAGE TOPSOIL FROM ALL EXCAVATED AREAS.
 - WEEDS SHALL BE CONTROLLED BY SPRAYING, LIMITING DISTURBANCE AREA, OR OTHER MEANS PRIOR TO REVEGETATION AND AFTER REVEGETATION IS COMPLETE.
 - FUGITIVE DUST WILL BE CONTROLLED BY WATERING DURING DRY PERIODS OR AS REQUIRED BY ENGINEER.
 - ALL EXCAVATED MATERIALS SHALL BE STOCKPILED AND PROCESSED ON-SITE ONLY AT LOCATIONS AS DESIGNATED ON THE PLANS.
 - TOPS OF CUT AND FILL SLOPES SHALL BE ROUNDED TO AVOID RAVELING AND EROSION.
 - CUT AND FILL SLOPES SHALL NOT EXCEED 2:1.

- WATER AND SEWER UTILITY NOTES**
- WATER AND SEWER INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY, WATER QUALITY DIVISION RULES AND REGULATIONS AND THE TOWN OF JACKSON STANDARDS FOR CONSTRUCTION.
 - CONTRACTOR SHALL NOTIFY THE TOWN OF JACKSON PUBLIC WORKS DEPARTMENT AT PHONE NUMBER (307) 733-3079, PRIOR TO START OF CONSTRUCTION AND PRIOR TO EACH WATER AND SEWER TEST.
 - CONTRACTOR SHALL MAINTAIN WATER AND SEWER SLOPES CONSISTENT WITH THE PLANS. ABRUPT ELEVATION CHANGES ARE NOT PERMITTED AND MAY REQUIRE ADDITIONAL AIR RELEASE VALVES OR BLOW-OFFS AT THE CONTRACTORS EXPENSE.
 - TYPE A TRENCH BACKFILL SHALL APPLY TO ALL PAVED SURFACES AND AROUND ALL APPURTENANCES INCLUDING VALVES, FIRE HYDRANTS AND MANHOLES. TYPE B TRENCH BACKFILL SHALL APPLY TO NON-TRAVELED AREAS. SEE SPECIFICATION WPMSS 0225.
 - CONTINUOUS RIGID TYPE B PIPELINE INSULATION SHALL BE PROVIDED AS SHOWN ON THE TYPICAL TRENCH DETAIL, UNDER ALL TRAVELED AREAS AND AT ALL LOCATIONS WHERE DEPTH OF COVER IS LESS THAN 5 FEET FOR SEWER MAINS AND SERVICES, LESS THAN 7 FEET FOR SEWER FORCE MAINS, WATER MAINS AND SERVICES OR AS SHOWN ON THE PLANS.
 - MAINTAIN A MINIMUM OF 10 FEET HORIZONTAL SEPARATION BETWEEN WATER PIPES AND SEWER PIPES/MANHOLES. MEASURED EDGE TO EDGE. MAINTAIN A MINIMUM OF 18 INCHES VERTICAL SEPARATION AT WATER-SEWER PIPE CROSSINGS. WHERE SEWER PIPE CROSSES ABOVE WATER PIPE, SPECIAL CONSTRUCTION IS REQUIRED. SEE TYPICAL DETAILS.
 - WATER SERVICE LINES 4" AND LARGER SHALL BE DUCTILE IRON PIPE, OR APPROVED EQUAL. FITTINGS FOR WATER MAINS SHALL BE DUCTILE IRON, CONFORMING TO AWWA C110 OR C153. MINIMUM DEPTH OF BURY FOR ALL WATER LINES SHALL BE 7'.
 - SANITARY SEWER LINES AND FITTINGS SHALL BE SCHEDULE 40 PVC AND CONFORM TO ASTM D-3034, OR APPROVED EQUAL.

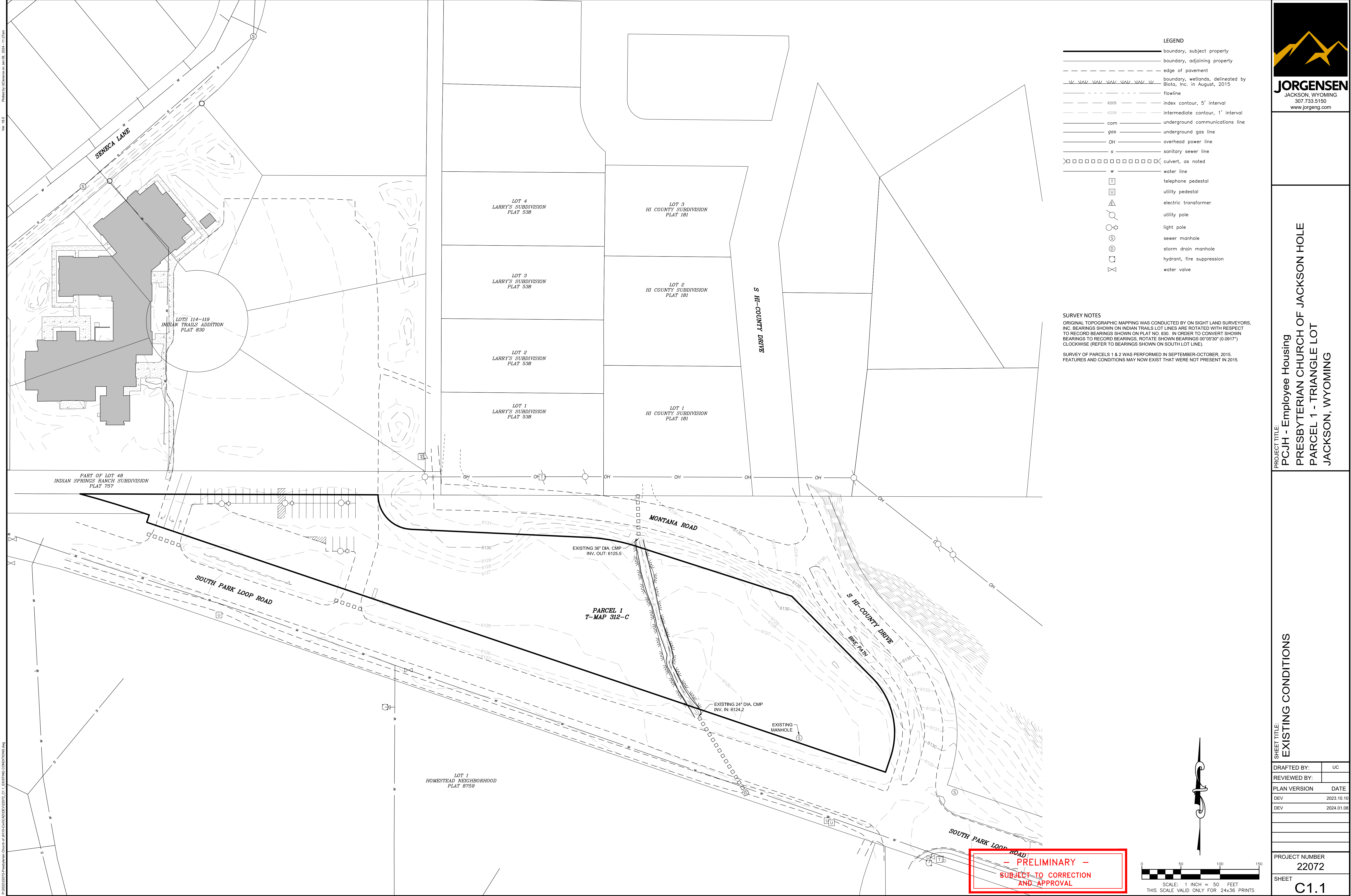


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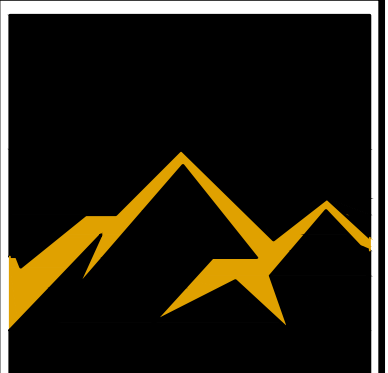
PROJECT TITLE:
**PCJH - Employee Housing
PRESBYTERIAN CHURCH OF JACKSON HOLE
PARCEL 1 - TRIANGLE LOT
JACKSON, WYOMING**

SHEET TITLE:
SITE OVERVIEW

DRAFTED BY:	UC
REVIEWED BY:	
PLAN VERSION	DATE
DEV	2023.10.10
DEV	2024.01.08
PROJECT NUMBER 22072	
SHEET	C1.0



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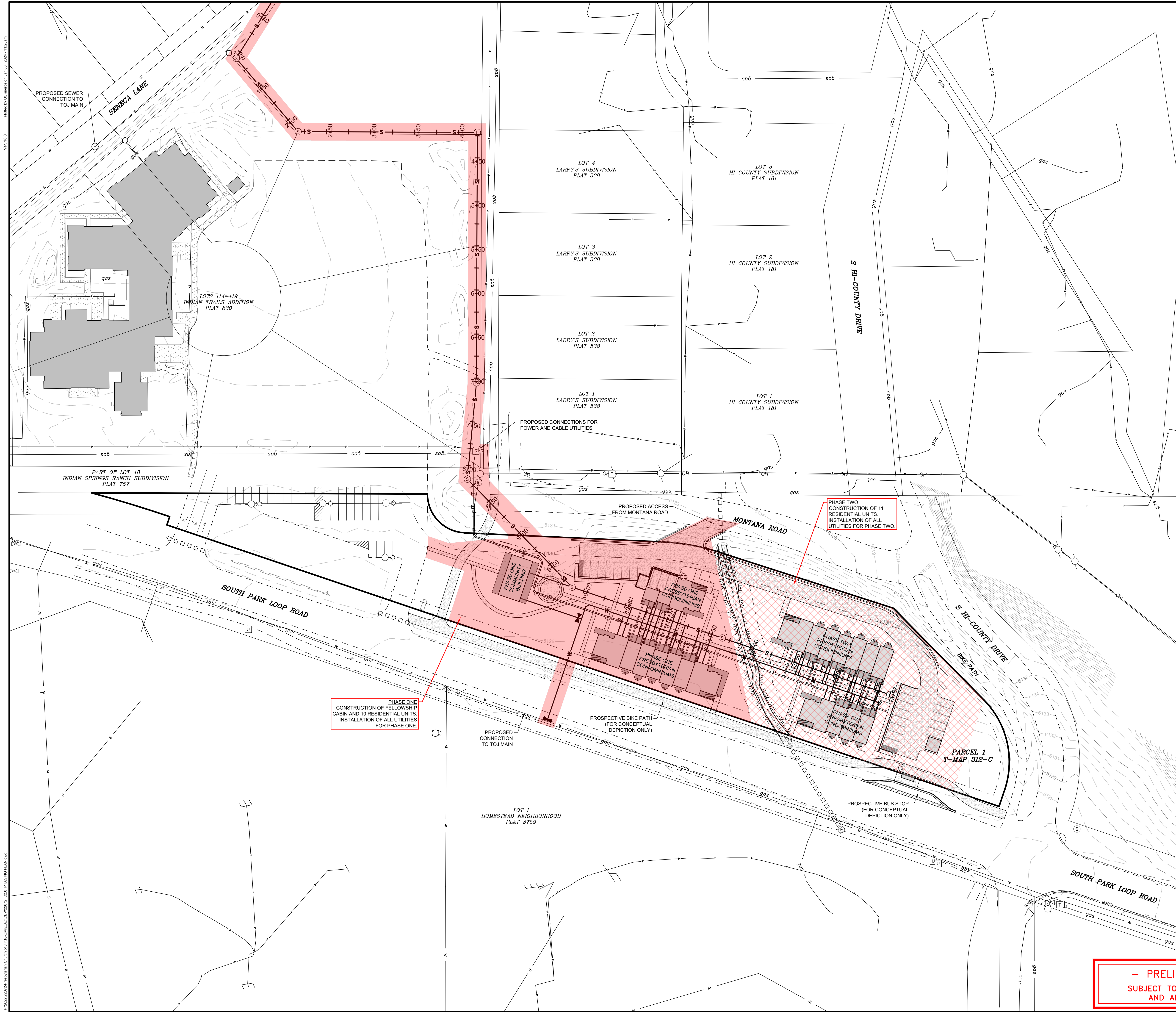
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PROJECT TITLE:
PCJH - Employee Housing
PRESBYTERIAN CHURCH OF JACKSON HOLE
PARCEL 1 - TRIANGLE LOT
JACKSON, WYOMING

SHEET TITLE:
EXISTING CONDITIONS

DRAFTED BY:	uc
REVIEWED BY:	
PLAN VERSION	DATE
DEV	2023.10.10
DEV	2024.01.08

PROJECT NUMBER
22072
SHEET
C1.1



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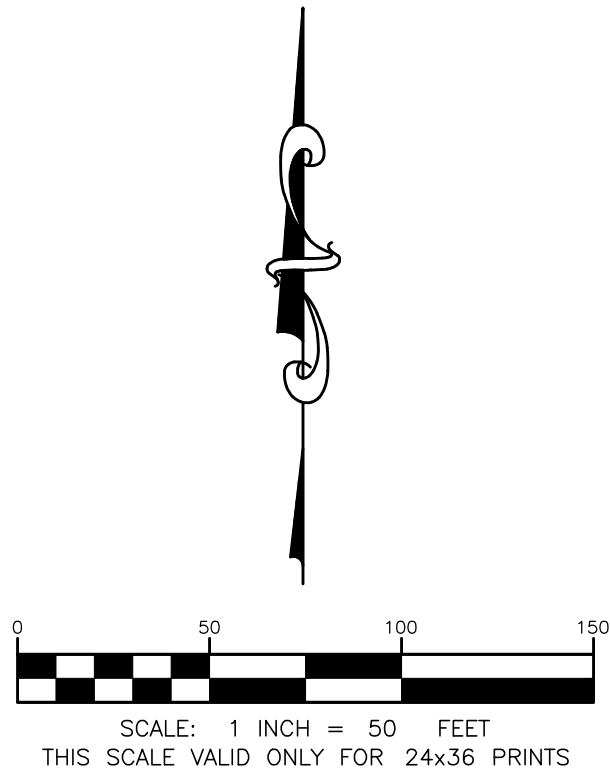
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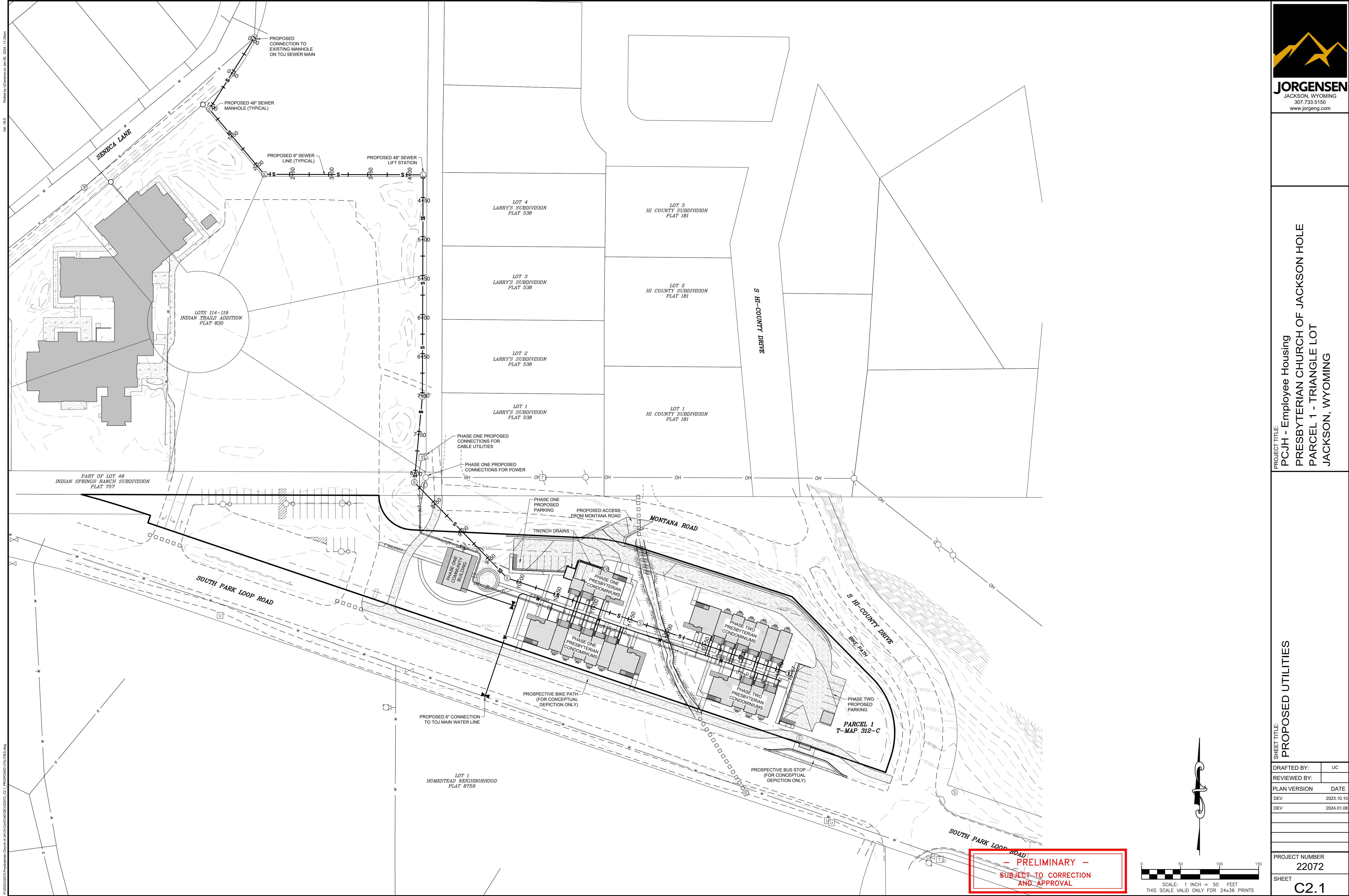
PROJECT TITLE:
PCJH - Employee Housing
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PARCEL 1 - TRIANGLE LOT
JACKSON, WYOMING

SHEET TITLE:
PHASING PLAN

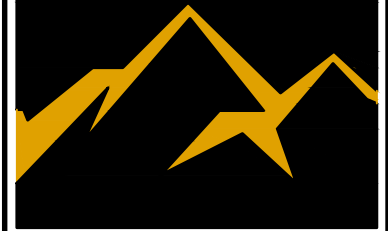
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REVIEWED BY:	
PLAN VERSION	DATE
DEV	2023.10.10
DEV	2024.01.08
PROJECT NUMBER 22072	
SHEET	C2.0

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Plotted by J. Clements on Jan 08, 2024, 11:28am

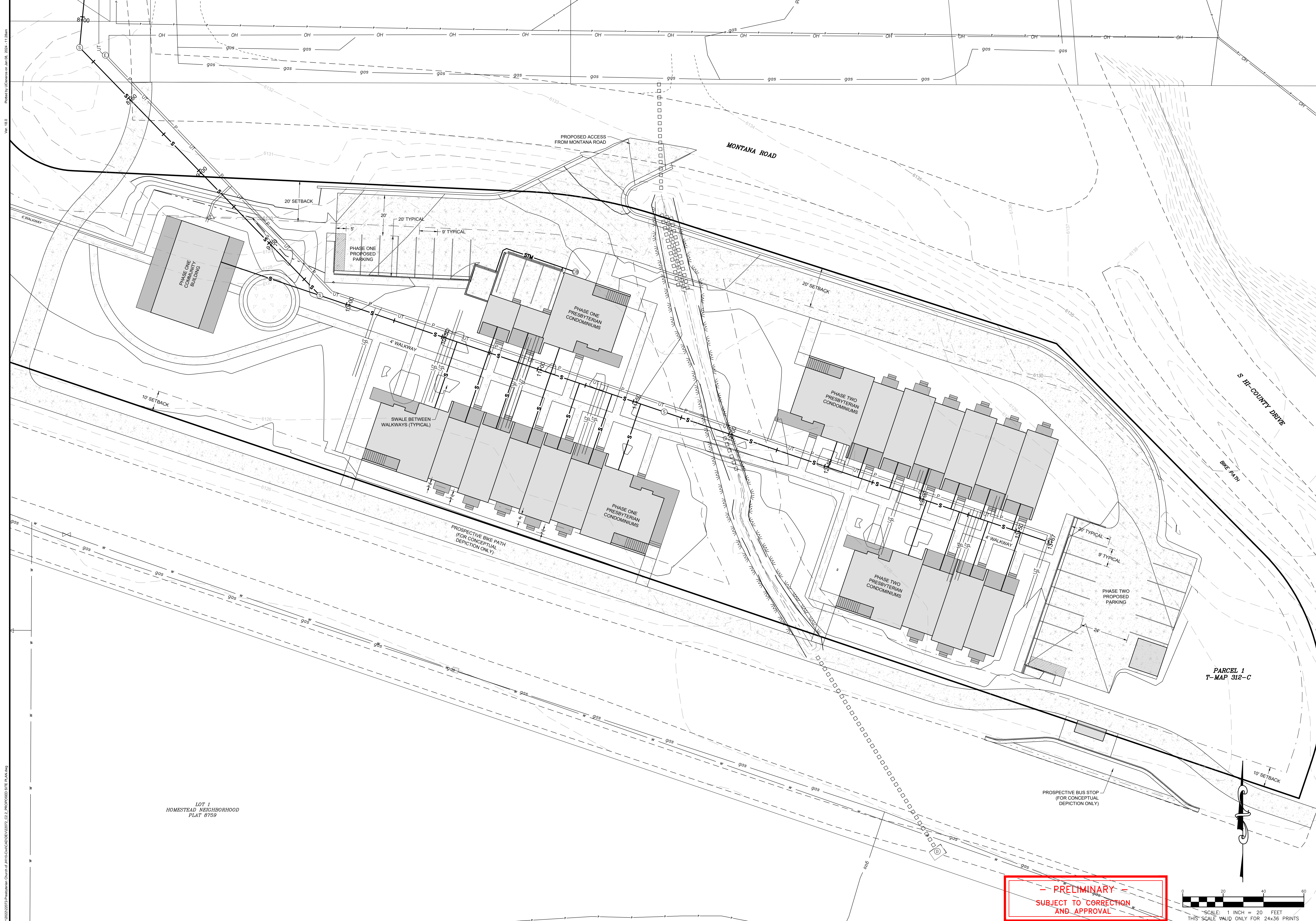


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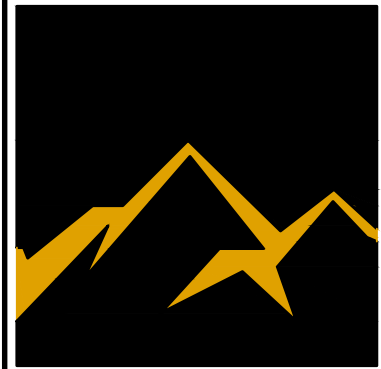
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PCJH - Employee Housing
PRESBYTERIAN CHURCH OF JACKSON HOLE
PARCEL 1 - TRIANGLE LOT
JACKSON, WYOMING

SHEET TITLE:
PROPOSED UTILITIES

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PLAN VERSION	DATE
DEV	2023.10.10
DEV	2024.01.08
PROJECT NUMBER	22072
SHEET	C2.1



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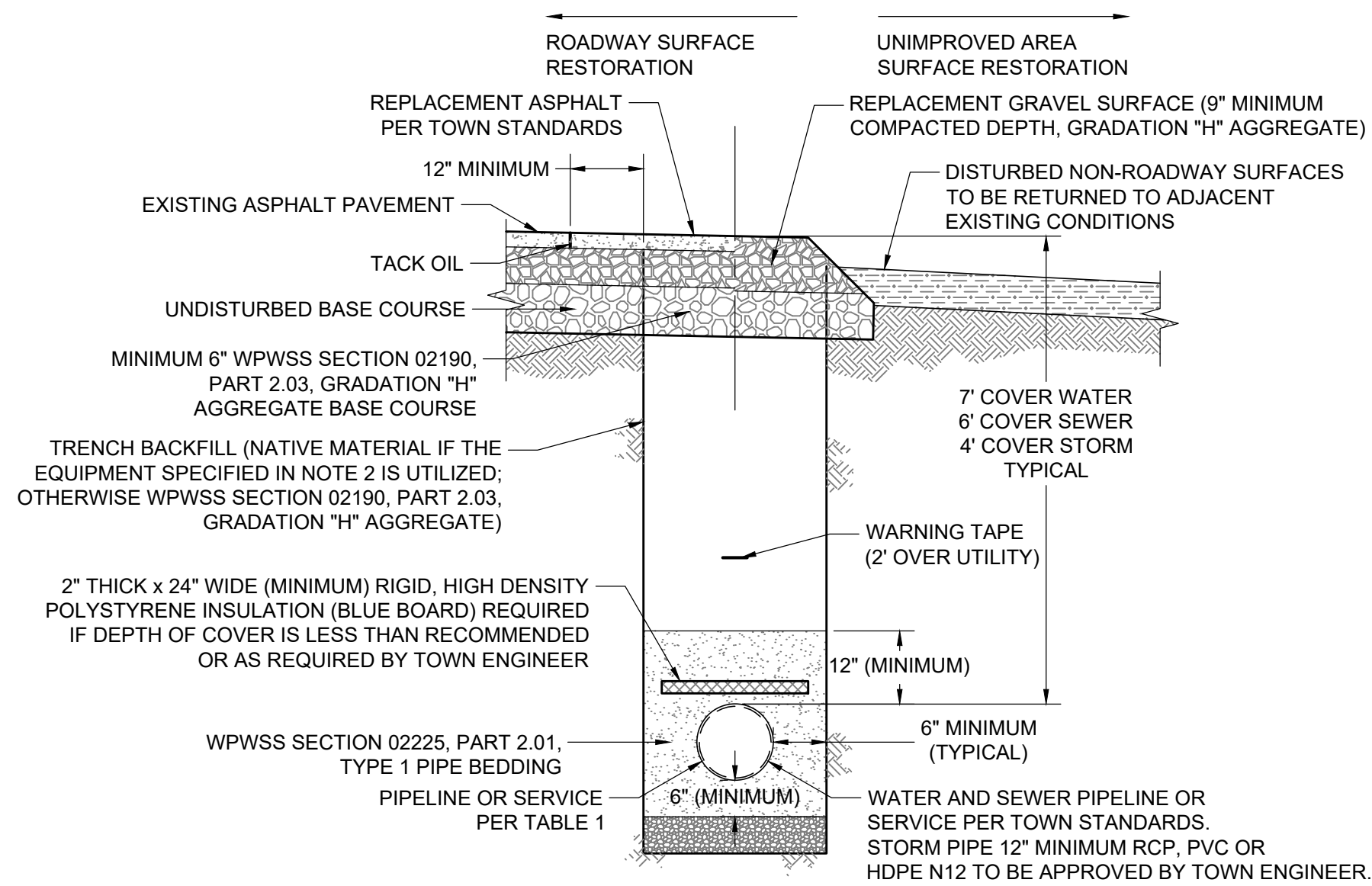


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PROJECT TITLE:
PCJH - Employee Housing
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SHEET TITLE: PROPOSED SITE PLAN	
DRAFTED BY:	UC
REVIEWED BY:	
PLAN VERSION	DATE
DEV	2023.10.10
DEV	2024.01.08
PROJECT NUMBER 22072	
SHEET	C2.2

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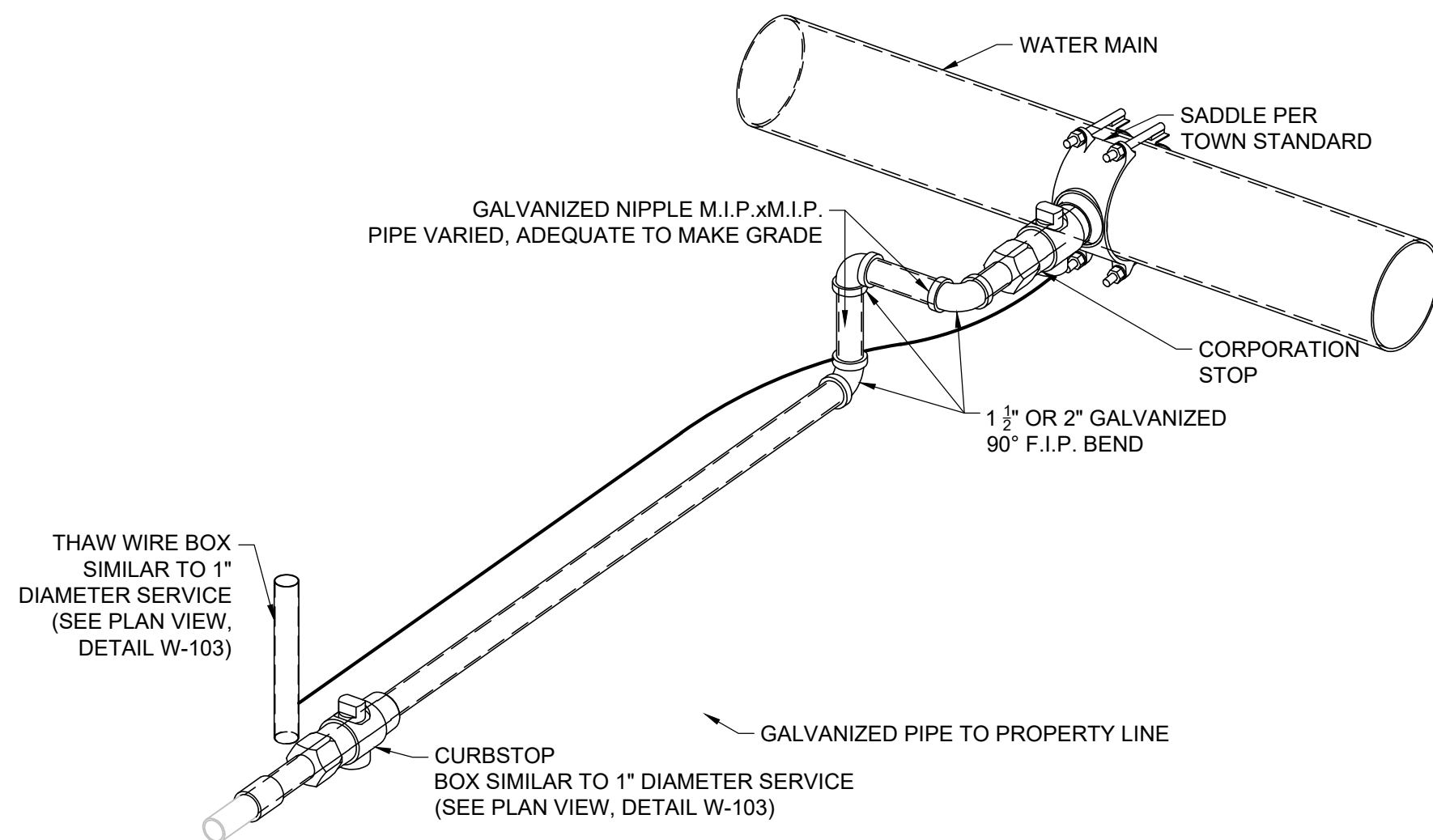
NOTE

- TRENCH BACKFILL BELOW THE SURFACE SHALL MEET THE FOLLOWING CRITERIA:
 - 95% MODIFIED PROCTOR DENSITY WITHIN STREET AND ALLEY RIGHTS-OF-WAY.
 - 90% MODIFIED PROCTOR DENSITY OUTSIDE STREET AND ALLEY RIGHTS-OF-WAY.
- COMPACTION OF NATIVE TRENCH BACKFILL, WITH ALL ROCK LARGER THAN 6" REMOVED, SHALL BE CARRIED OUT IN 2' LIFTS WITH A HOE-PACK OR A VIBRATORY SHEEPS FOOT ROLLER (COMPACTION METHOD AND EQUIPMENT SHALL BE REVIEWED AND APPROVED BY TOWN ENGINEER PRIOR TO BACKFILLING).
- PIPE BEDDING SHALL BE PLACED IN 6" LIFTS AND THOROUGHLY COMPACTED WITH A JUMPING JACK TO PROVIDE UNIFORM PIPE SUPPORT.
- UNLESS OTHERWISE DIRECTED, ALL BASE COURSE AND GRAVEL SURFACE REPLACEMENT SHALL BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.
- ALL TRENCH EXCAVATION SHALL CONFORM TO WYOMING OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION (WYOSHA) REGULATIONS.
- PROVIDE INSULATION WHERE COVER OVER WATER LINES AND FORCE MAINS ARE LESS THAN 7 FEET AND WHERE SANITARY SEWER AND STORM LINES ARE LESS THAN 5 FEET.

PIPE TRENCH DETAIL

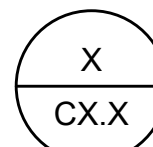
NOT TO SCALE

TOJ W-100, SS-100, STM-100



NOTE

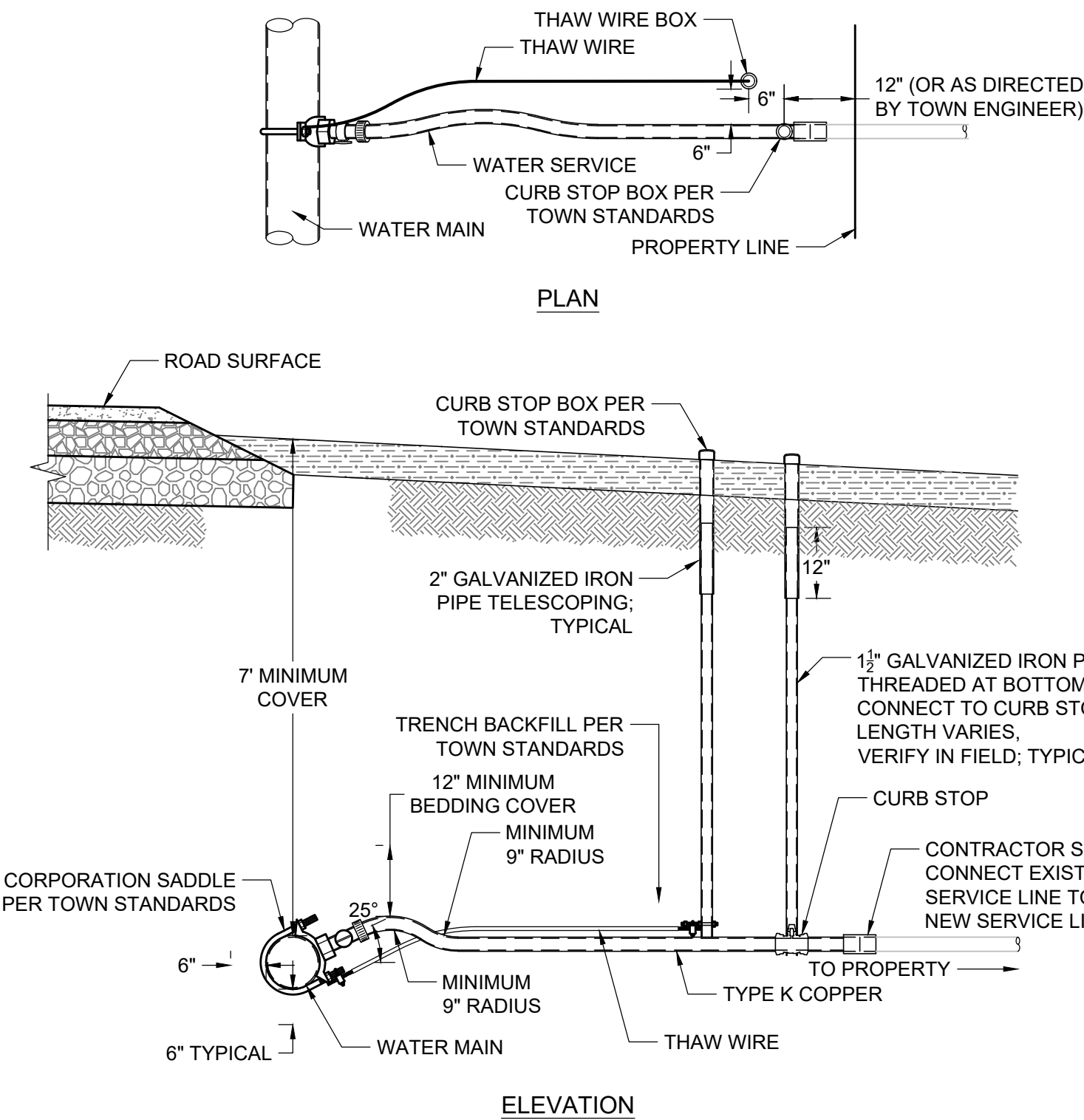
- THAW WIRE IS REQUIRED ON THIS SERVICE



1 1/2" AND 2" DIAMETER STEEL SERVICE DETAIL

NOT TO SCALE

REVISED TOJ W-105



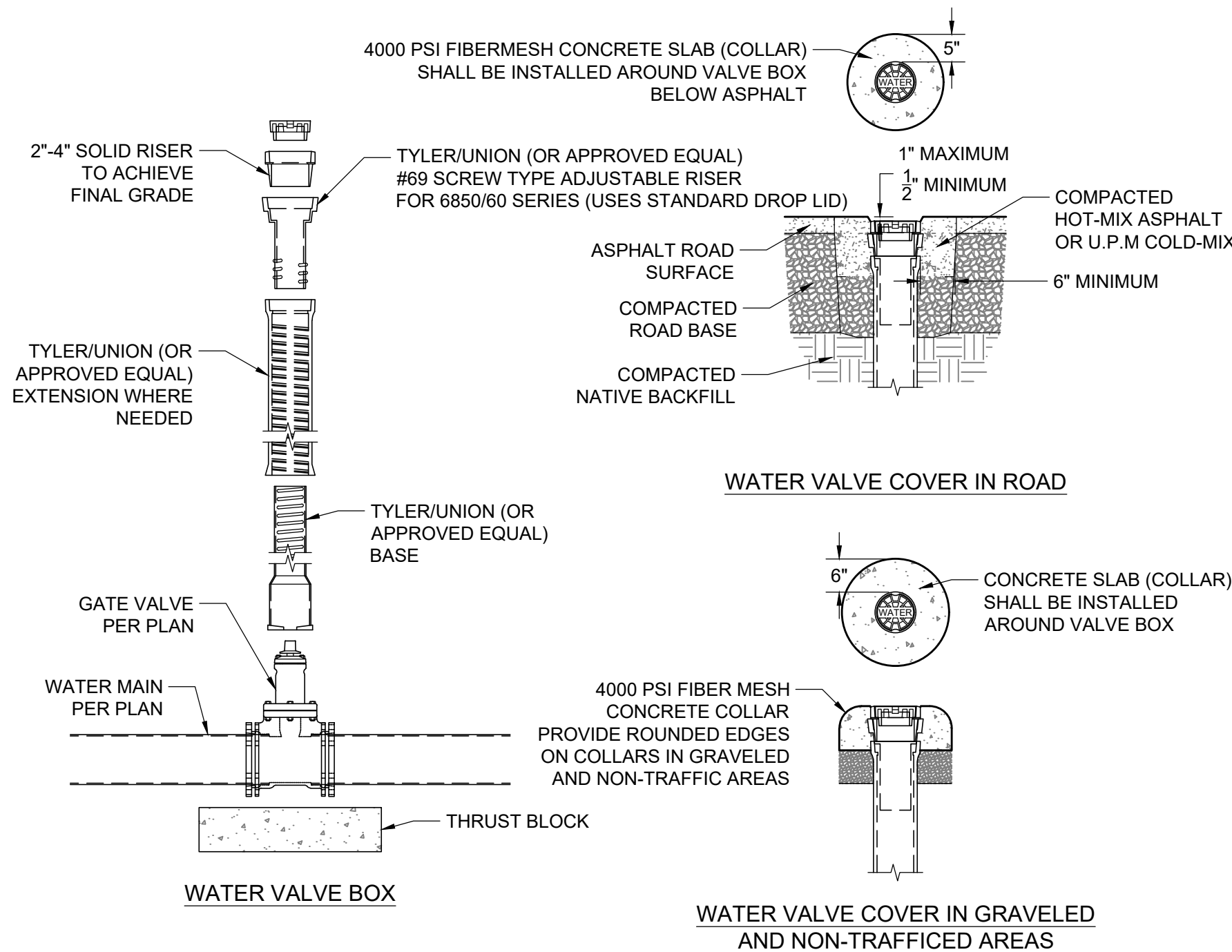
NOTE

- THAW WIRE TO BE INSTALLED ON ALL NEW AND EXISTING WATER SERVICES IN THE TOWN OF JACKSON.

1" SERVICE WITH THAW WIRE DETAIL

NOT TO SCALE

TOJ W-102/103



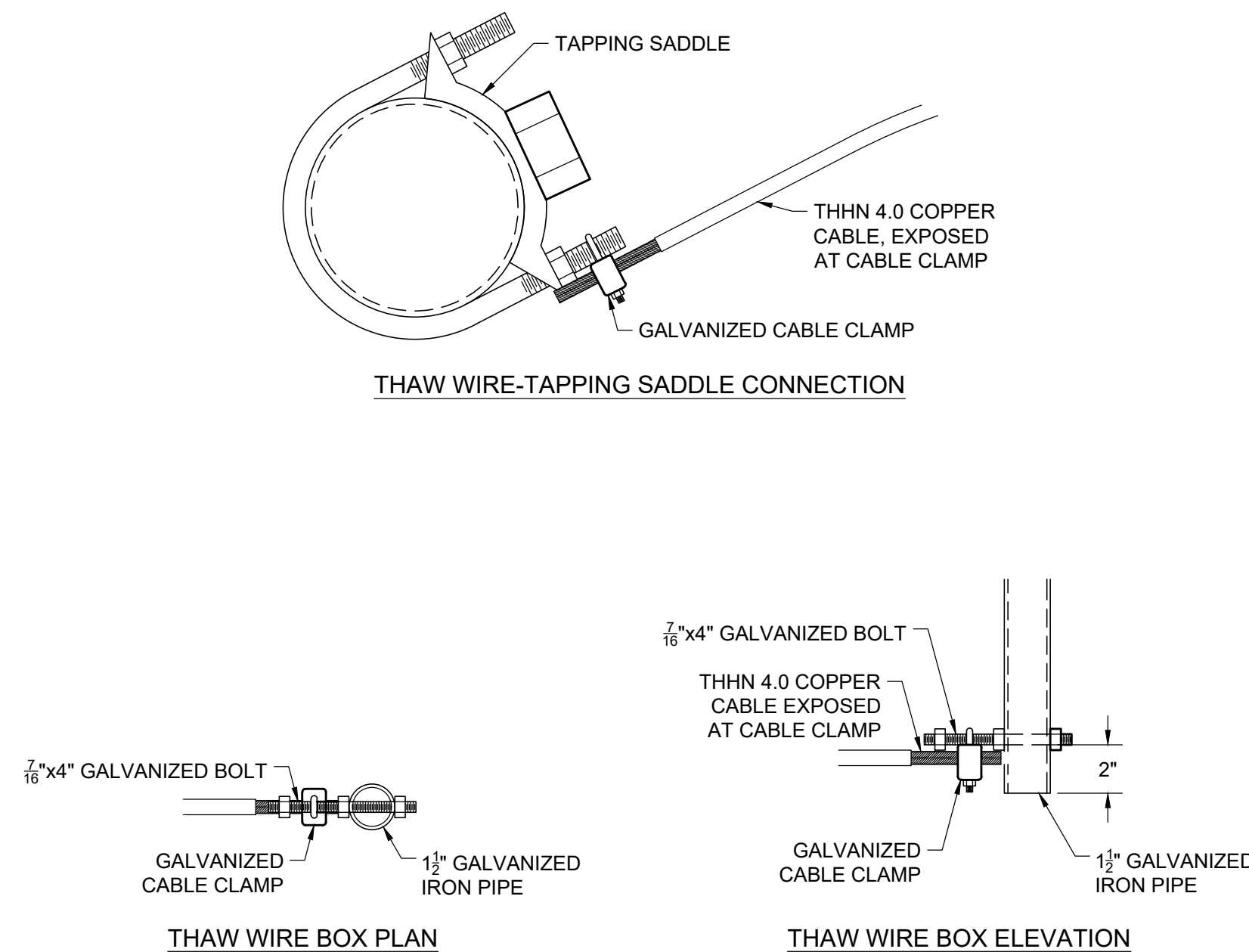
NOTE

- ADJUST WATER VALVE BOX UPWARD OR DOWNWARD AS REQUIRED. FINAL ADJUSTMENT SHALL BE MADE AFTER PAVING AND BEFORE SEAL COATING
- THE TOWN SHALL INSPECT THE VERTICAL ALIGNMENT BEFORE AND AFTER BACKFILLING.
- MUD PLUGS ARE REQUIRED TO BE PLACED IN ALL VALVE BOXES

WATER GATE VALVE DETAIL

NOT TO SCALE

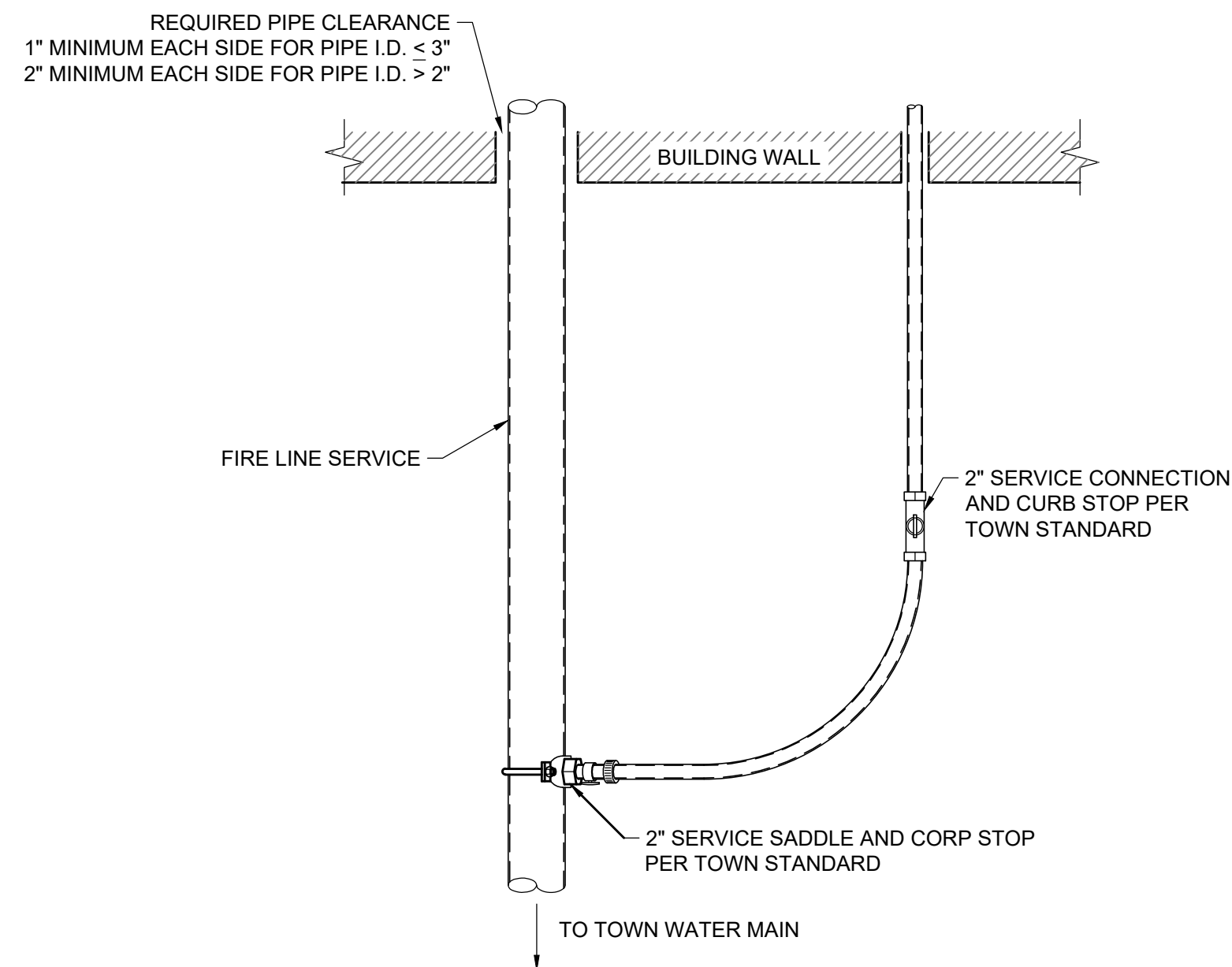
TOJ W-106



SERVICE CONNECTION THAW WIRE DETAIL

NOT TO SCALE

TOJ W-104



NOTE

- FIRE SERVICE LINE ENTRY INTO BUILDING OR STRUCTURE SHALL BE SUBJECT TO REGULATIONS OF AND REVIEW BY THE TOWN OF JACKSON BUILDING DEPARTMENT AND FIRE MARSHALL.

FIRE LINE WITH 2" WATER SERVICE DETAIL

NOT TO SCALE

REVISED TOJ W-110

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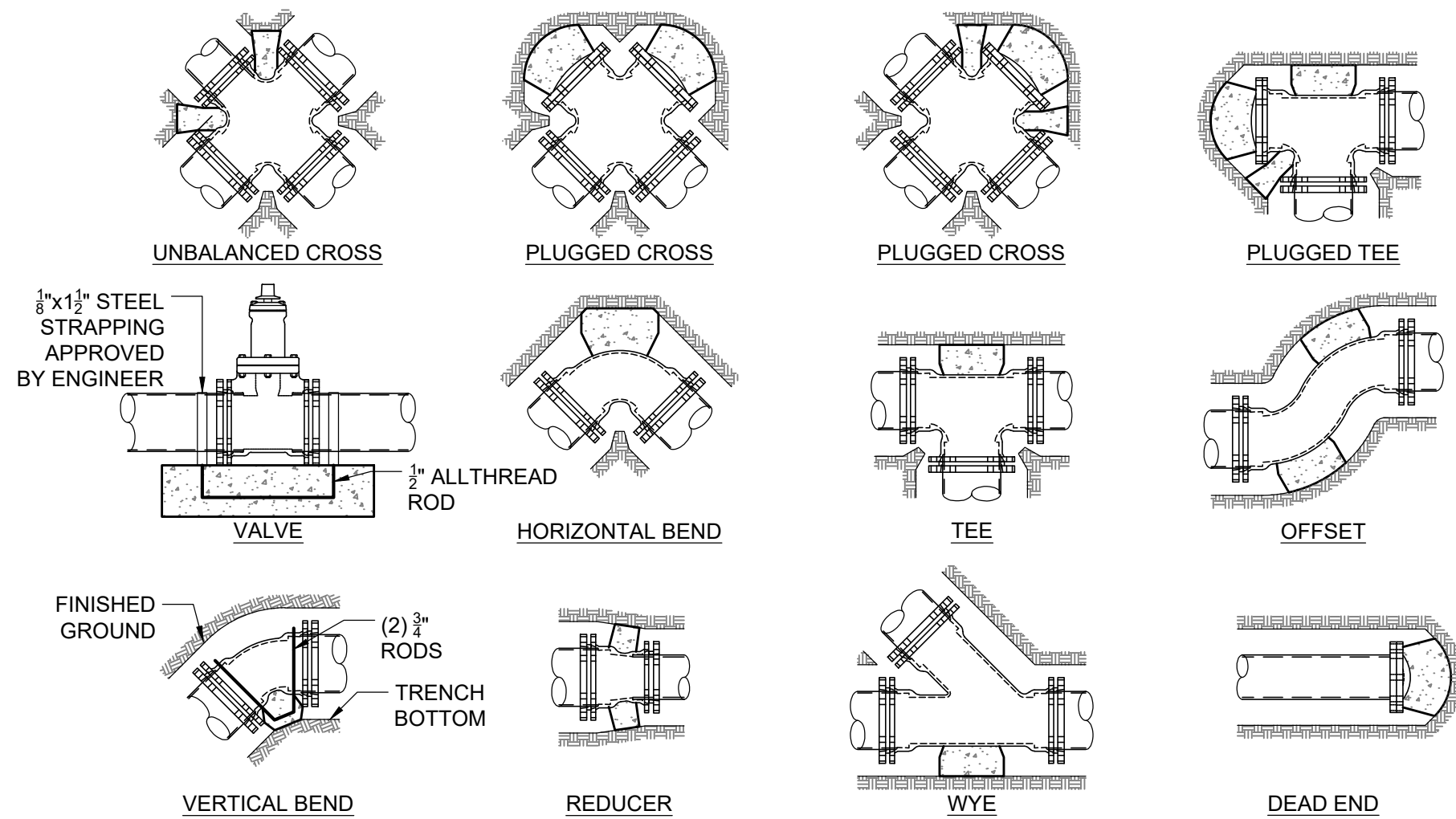
PROJECT TITLE:
PCJH - Employee Housing
PRESBYTERIAN CHURCH OF JACKSON HOLE
PARCEL 1 - TRIANGLE LOT
JACKSON, WYOMING

SHEET TITLE:
WATER DETAILS

DRAFTED BY:	uc
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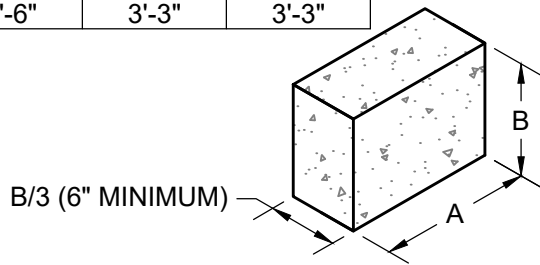
PROJECT NUMBER
22072
SHEET
C3.0

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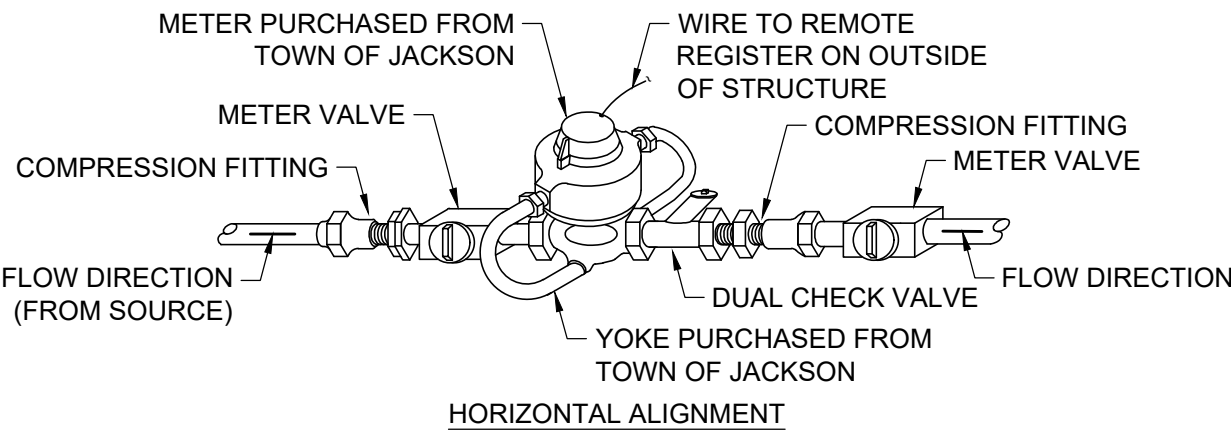
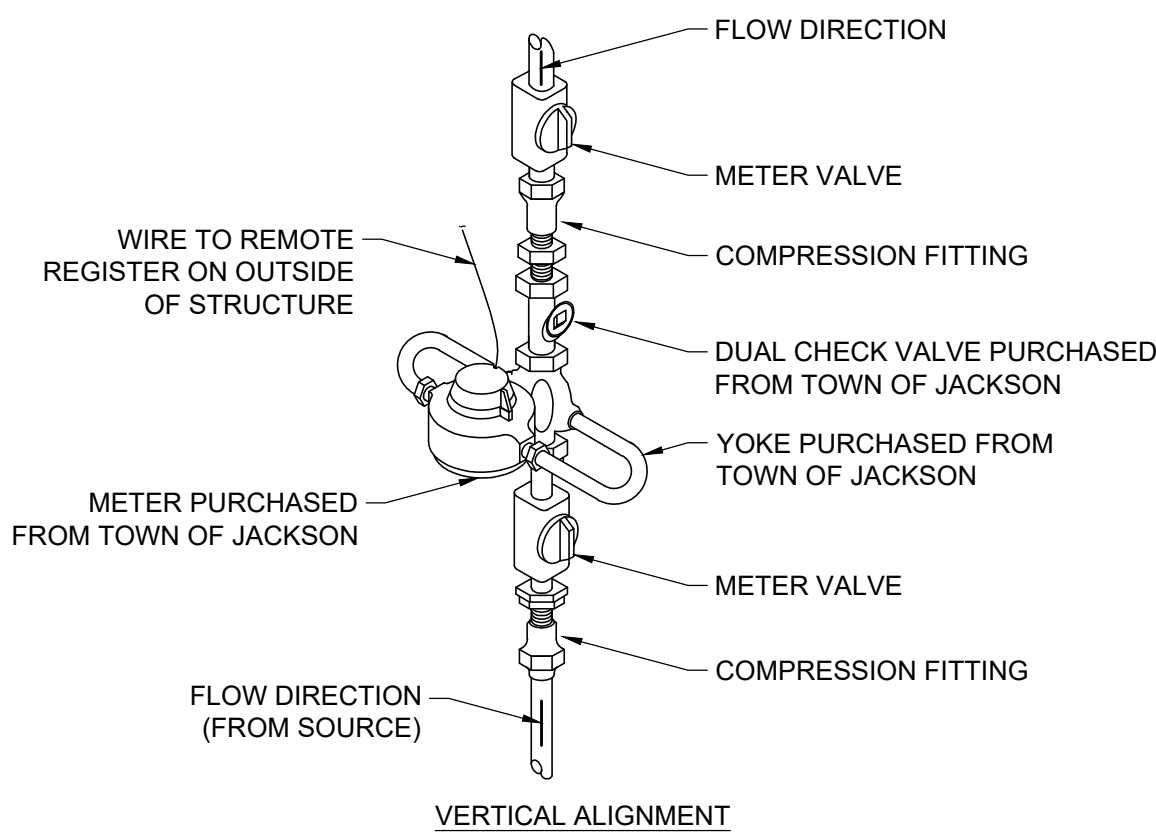


MINIMUM DIMENSIONS FOR THRUST BLOCKING NOTES										
FITTING SIZE	TEES AND PLUGS		90° BENDS		45° BENDS AND WYES		REDUCERS AND 22 1/2° BENDS		11 1/2° BENDS	
	A	B	A	B	A	B	A	B	A	B
4"	1'-7"	1'-2"	1'-9"	1'-6"	1'-8"	0'-10"	1'-7"	0'-6"	0'-6"	0'-6"
6"	2'-0"	1'-11"	2'-5"	2'-2"	1'-10"	1'-7"	1'-9"	0'-10"	1'-0"	0'-6"
8"	2'-8"	2'-6"	3'-2"	3'-0"	2'-5"	2'-1"	1'-9"	1'-6"	1'-0"	1'-0"
10"	3'-4"	3'-3"	4'-0"	3'-10"	3'-0"	2'-9"	2'-2"	1'-11"	1'-6"	1'-0"
12"	4'-0"	3'-10"	4'-8"	4'-8"	3'-8"	3'-3"	2'-7"	2'-3"	2'-0"	1'-0"
14"	5'-5"	3'-10"	6'-6"	4'-11"	4'-9"	3'-5"	3'-5"	2'-5"	2'-0"	1'-6"
20"	5'-0"	5'-0"	6'-0"	6'-0"	5'-0"	4'-0"	3'-6"	3'-0"	3'-0"	2'-0"
24"	6'-0"	6'-0"	7'-0"	7'-0"	5'-0"	4'-0"	4'-6"	3'-0"	3'-0"	3'-0"
30"	7'-6"	7'-6"	8'-0"	8'-0"	6'-3"	6'-3"	4'-9"	4'-6"	3'-3"	3'-3"

- NOTE
1. SIZE BLOCKS SHALL BE A MINIMUM OF 6" THICK
 2. ALL BLOCKING SHALL BEAR AGAINST UNDISTRIBUTED MATERIAL
 3. DESIGN IS BASED ON 150 PSI MAIN PRESSURE AND 2000 PSF SOIL BEARING CAPACITY.
 4. 4 MIL POLYETHYLENE PLASTIC BOND BREAKER SHALL BE PROVIDED BETWEEN THRUST BLOCK AND WATER PIPE

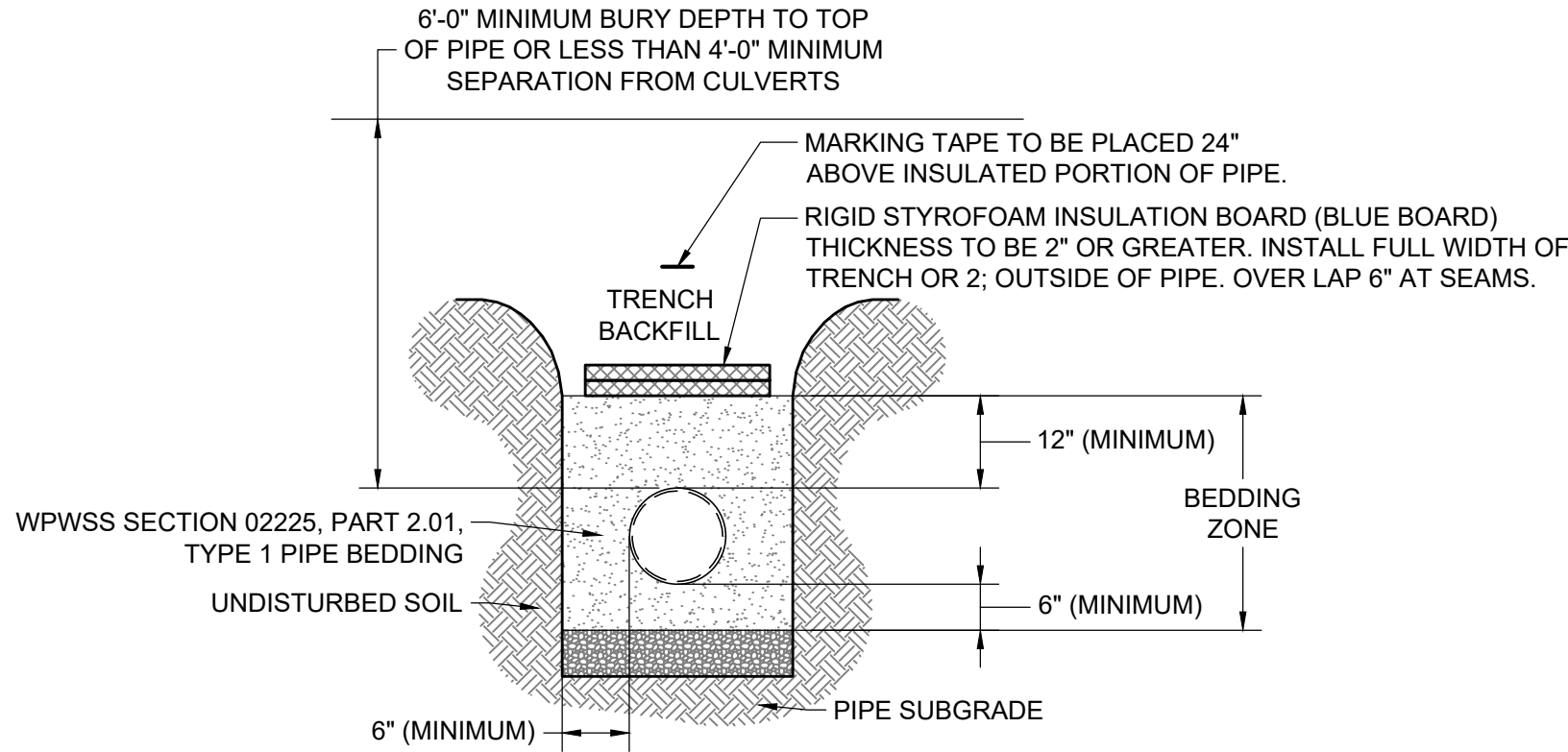


THRUST BLOCK DETAIL
NOT TO SCALE TOJ W-111



- NOTE
1. SERVICE PIPE MATERIAL SHALL MEET ADOPTED PLUMBING CODE REQUIREMENTS.
 2. METER SHALL BE INSTALLED WITH THE METER FACING UP.
 3. METER SHALL BE PURCHASED FROM AND SUPPLIED BY THE TOWN OF JACKSON.

3/4" & 1" WATER METER INSTALLATION DETAIL
NOT TO SCALE INTERIOR TOJ W-112



- NOTE
1. A CONDITION OF LESS THAN MINIMUM BURY DEPTH IS ALLOWED ONLY WITH WRITTEN APPROVAL FROM THE TOWN ENGINEER PRIOR TO CONSTRUCTION. INSULATION SHALL BE INSTALLED ON ALL PIPE THAT DO NOT MEET MINIMUM BURY REQUIREMENTS.
 2. INSULATION SHALL BE INSTALLED ON ALL PIPE THAT IS WITHIN FOUR FEET OF ANY DRAINAGE CULVERT. THIS APPLIES TO ANY SIDE OF THE PIPE WHICH IS NEAR THE CULVERT.
 3. INSULATION SHALL BE INSTALLED ON ALL PIPE THAT IS WITHIN VEHICULAR TRAVEL LANES.

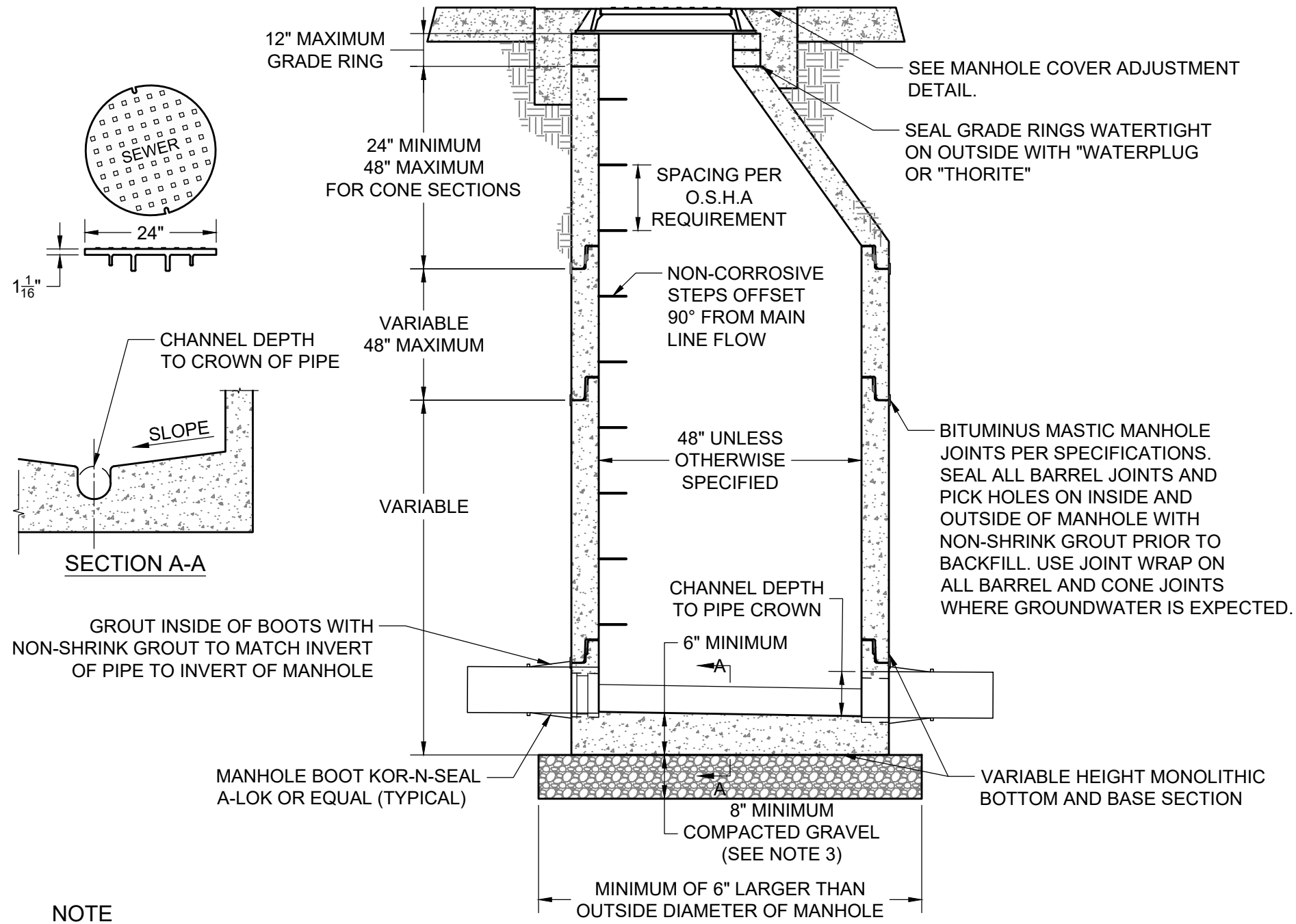
WATER PIPE INSULATION DETAIL
NOT TO SCALE REVISED TOJ W-116

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PLAN VERSION	DATE
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SHEET	C3.1

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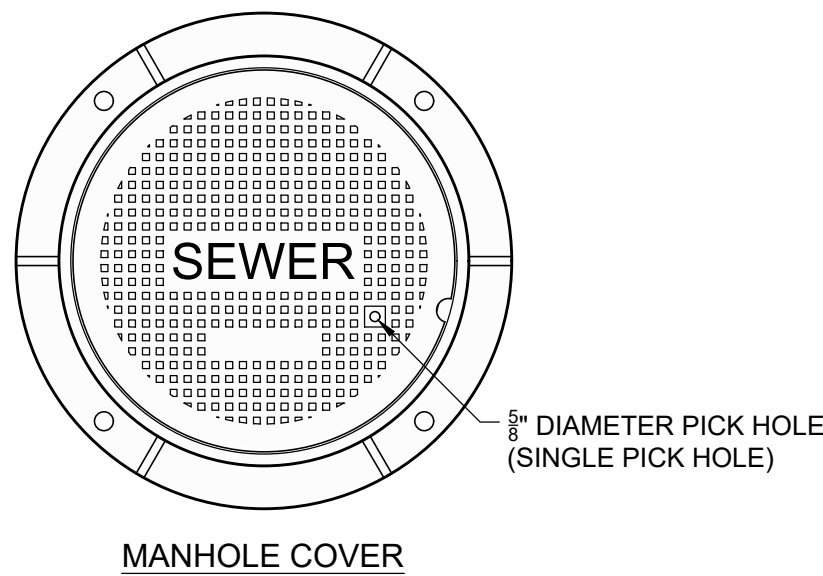
NOTE

- DROP ACROSS INVERT SHALL BE GREATER THAN OR EQUAL TO SLOPE OF ADJACENT SEWER PIPE.
- GRAVEL SHALL BE EIGHT INCH MINIMUM THICKNESS. CONFORM TO WPWSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.
- PRECAST CONCRETE MANHOLE BASES SHALL HAVE A MINIMUM THICKNESS OF 6".
- MANHOLE BASES SHALL BE REINFORCED TO WITHSTAND THE DEAD LOAD OF THE MANHOLE STRUCTURE AND HS-20 AASHTO LIVE LOAD.
- REINFORCEMENT FOR PRECAST SECTIONS SHALL BE AS PER ASTM C-478.
- C.I. RING AND COVER HS-20-44 ONE VENT HOLE OR AS SHOWN ON PLAN SHEET.
- MOUND CRUSHED GRAVEL BASE AROUND TOP OF MANHOLE AT ROAD SURFACING LOCATIONS.

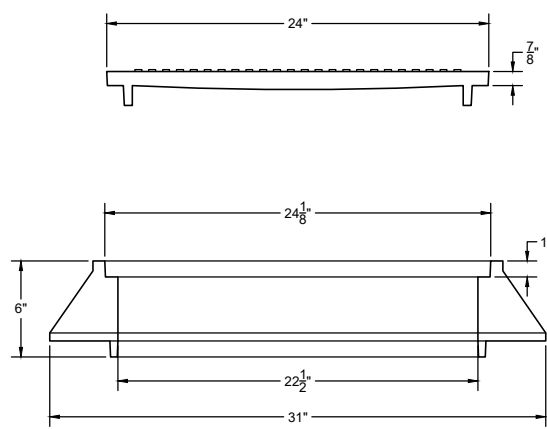
STANDARD MANHOLE DETAIL

NOT TO SCALE

REVISED TOJ SS-101



MANHOLE COVER



FRAME

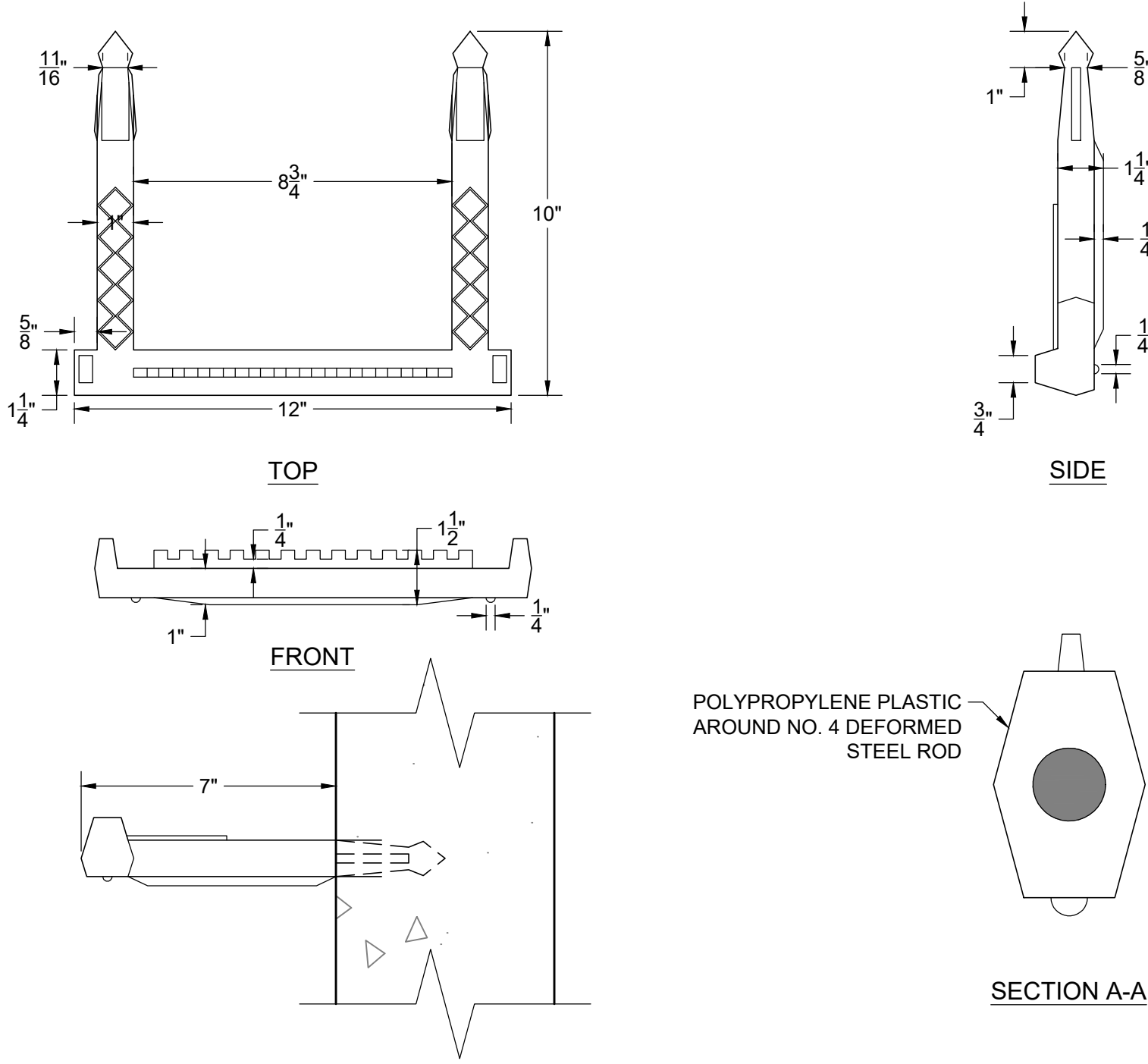
NOTE

- MANHOLE FRAME AND COVER SHALL BE MODEL NO. A-1055, AS MANUFACTURED BY D&L SUPPLY OF LINDON, UTAH, MODIFIED AS SHOWN, OR APPROVED SUBSTITUTE.
- GREY IRON CONFORMS TO ASTM A-48, CLASS 35B. MEETS H-20 WHEEL LOAD.

SEWER MANHOLE FRAME AND COVER DETAIL

NOT TO SCALE

TOJ SS-108



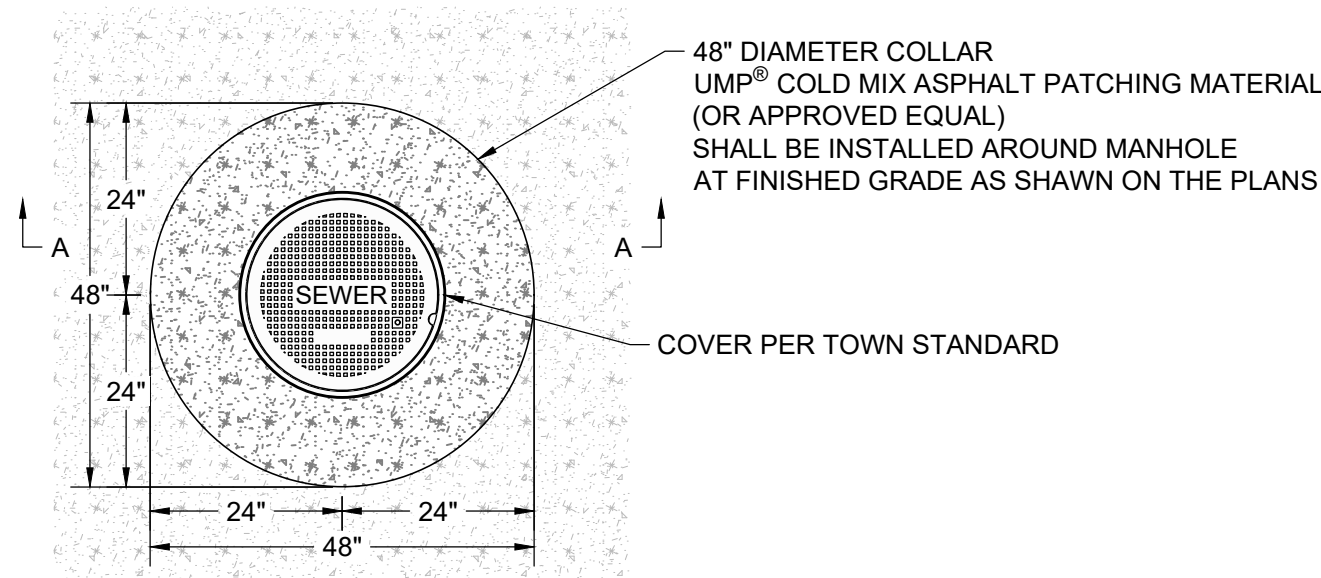
NOTE

- PLACE INTO WET CONCRETE WALL DURING MANUFACTURE OR MORTAR INTO HOLES AFTER CONCRETE HAS SET.
- PLASTIC COATED STEPS PER THIS STANDARD DRAWING OR AS APPROVED BY THE ENGINEER.

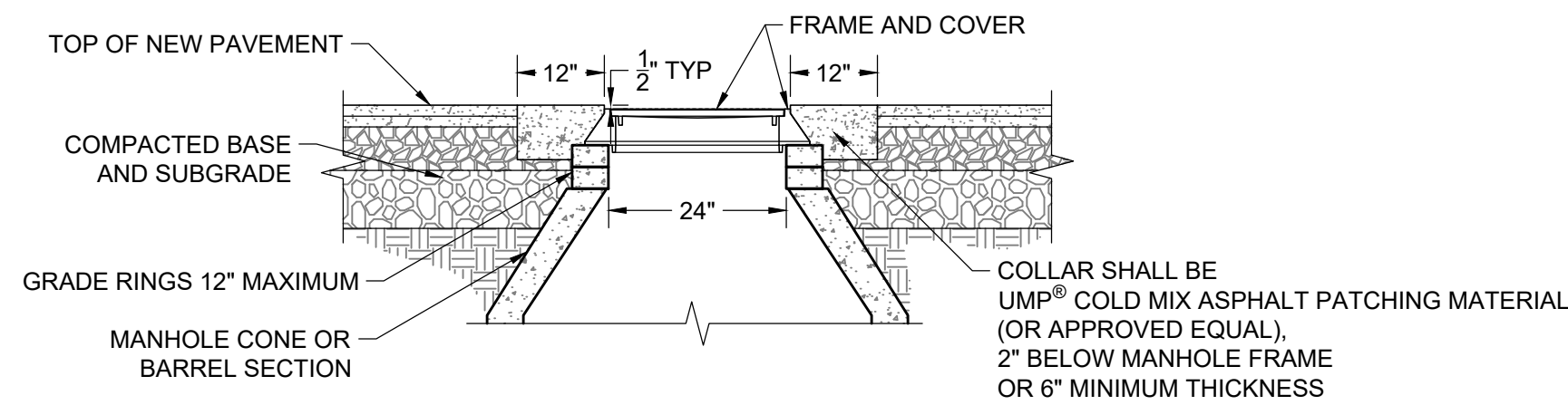
STANDARD MANHOLE STEPS DETAIL

NOT TO SCALE

TOJ SS-106



COVER AND COLLAR PLAN



ADJUSTMENT DETAIL SECTION A-A

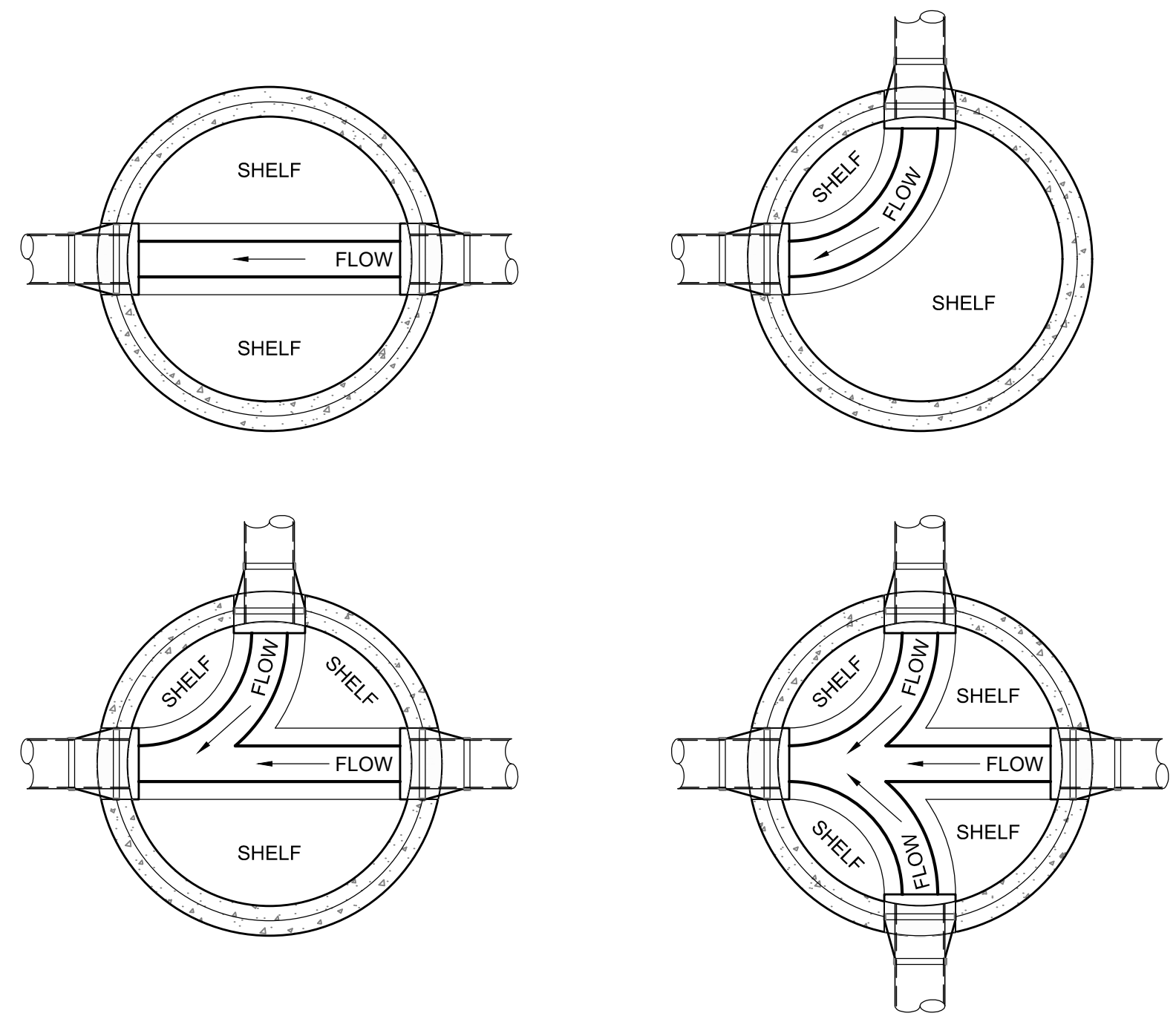
NOTE

- ADJUST MANHOLE UPWARD WITH ADJUSTING RINGS UNDER FRAME. ADJUST MANHOLE DOWNWARD BY REMOVING A PORTION OF THE MANHOLE RISER AND REBUILDING TO PROPER HEIGHT. SLOPE MANHOLE RING AS REQUIRED TO MATCH STREET GRADE AND CROSS SLOPE. MAKE FINAL MANHOLE ADJUSTMENT AFTER PAVING AND BEFORE SEAL COATING.
- IF SEWER MANHOLE IS WITHIN UNPAVED AREA USE TAPERED COLLAR. SEE TOWN SANITARY SEWER DETAIL SS-110.

MANHOLE ADJUSTMENT & COLLAR IN ASPHALT

NOT TO SCALE

TOJ SS-109



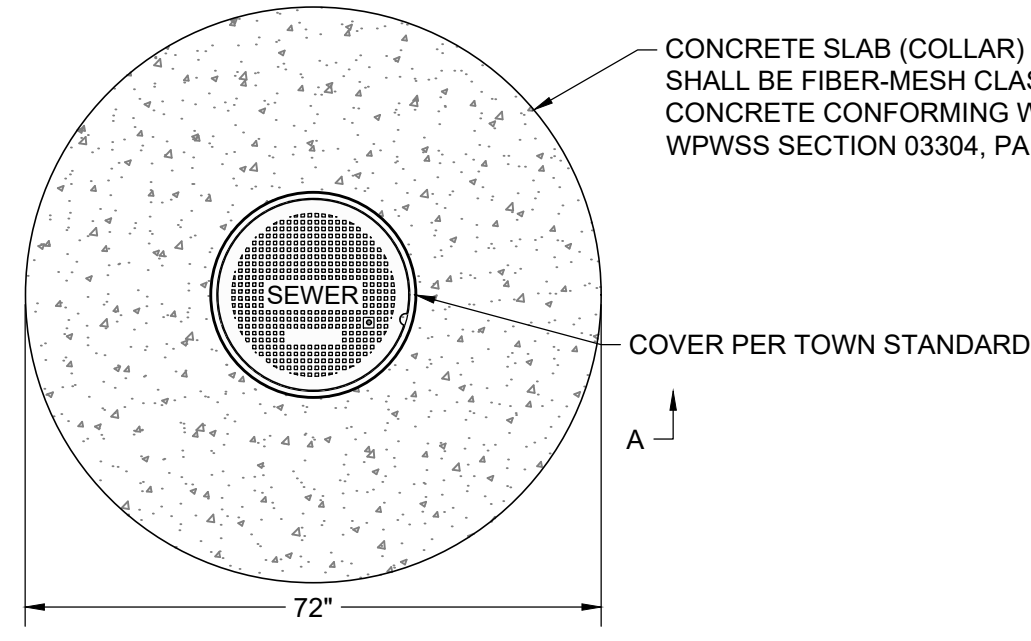
NOTE

- SLOPE ALL SHELVES TO CHANNEL AT 1" PER FOOT.
- SLOPE OF CHANNEL SHALL BE 0.1' ACROSS MANHOLE FOR ALL MAIN RUNS. SEE PROFILE SHEETS.
- MANHOLE INVERTS SHALL MATCH INFLOW AND OUTFLOW PIPE INVERTS
- 4" SERVICE PIPES ENTERING MANHOLES SHALL HAVE CROWN OF 4" PIPE MATCH CROWN OF MAIN WHERE INVERTS INDICATE.

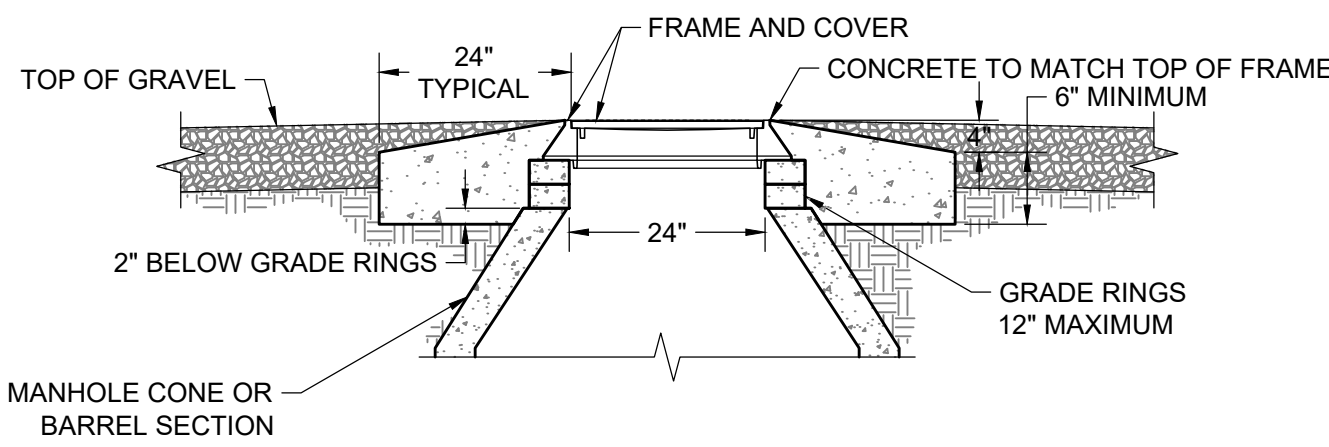
TYPICAL MANHOLE CHANNEL DETAILS

NOT TO SCALE

TOJ SS-107



COVER AND COLLAR PLAN



ADJUSTMENT DETAIL SECTION A-A

NOTE

- ADJUST MANHOLE UPWARD WITH ADJUSTING RINGS UNDER FRAME. ADJUST MANHOLE DOWNWARD BY REMOVING A PORTION OF THE MANHOLE RISER AND REBUILDING TO PROPER HEIGHT. SLOPE MANHOLE RING AS REQUIRED TO MATCH STREET GRADE AND CROSS SLOPE. MAKE FINAL MANHOLE ADJUSTMENT AFTER PAVING AND BEFORE SEAL COATING. IF REQUIRED ADJUSTMENT EXCEEDS GRADE RINGS, REMOVE MANHOLE CONE AND ADD OR SUBTRACT BARREL SECTIONS.

MANHOLE ADJUSTMENT & COLLAR IN GRAVEL

NOT TO SCALE

TOJ SS-110

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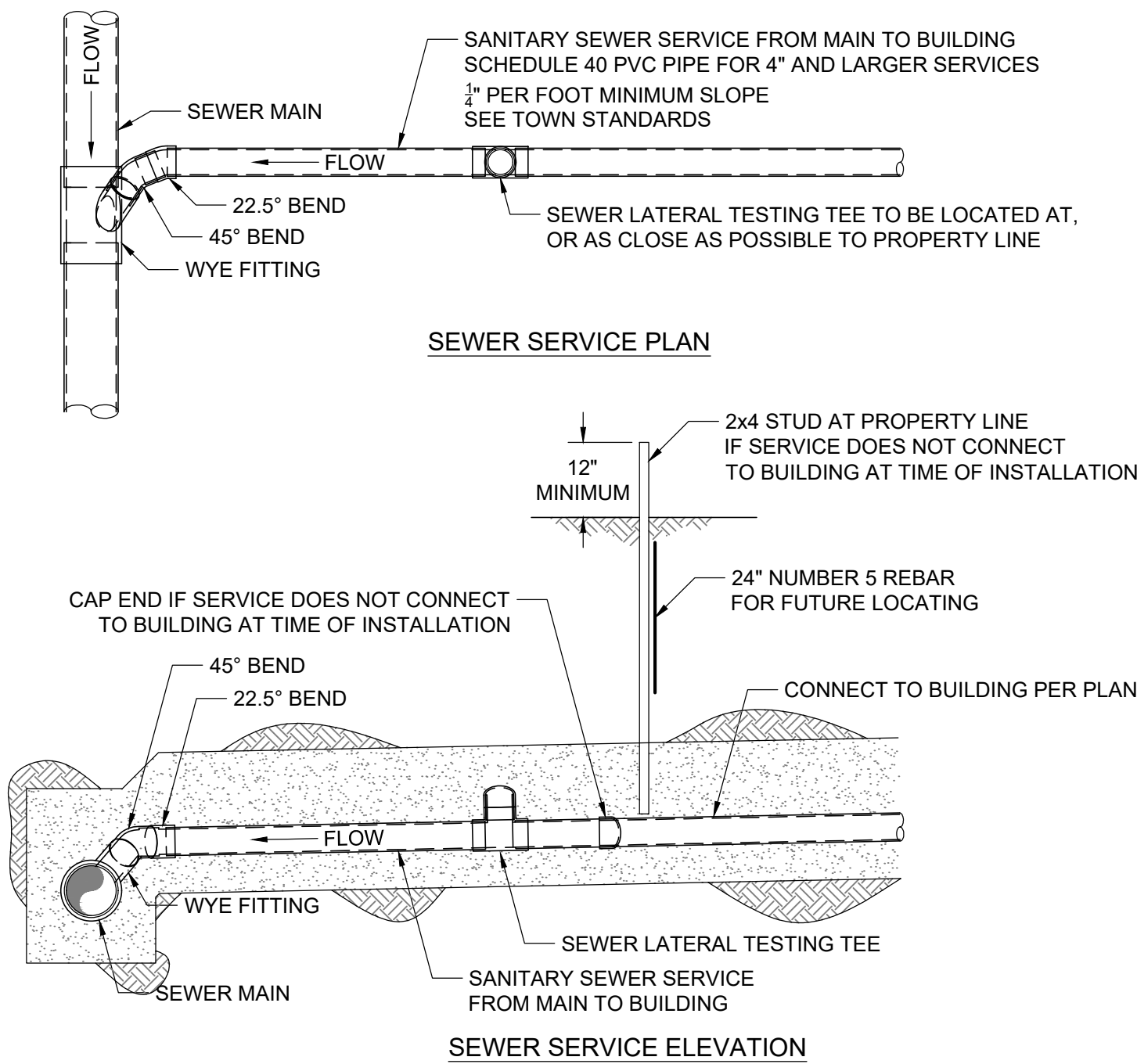
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www.jorgeng.com

PROJECT TITLE:
PCJH - Employee Housing
PRESBYTERIAN CHURCH OF JACKSON HOLE
PARCEL 1 - TRIANGLE LOT
JACKSON, WYOMING

SHEET TITLE:
SEWER DETAILS

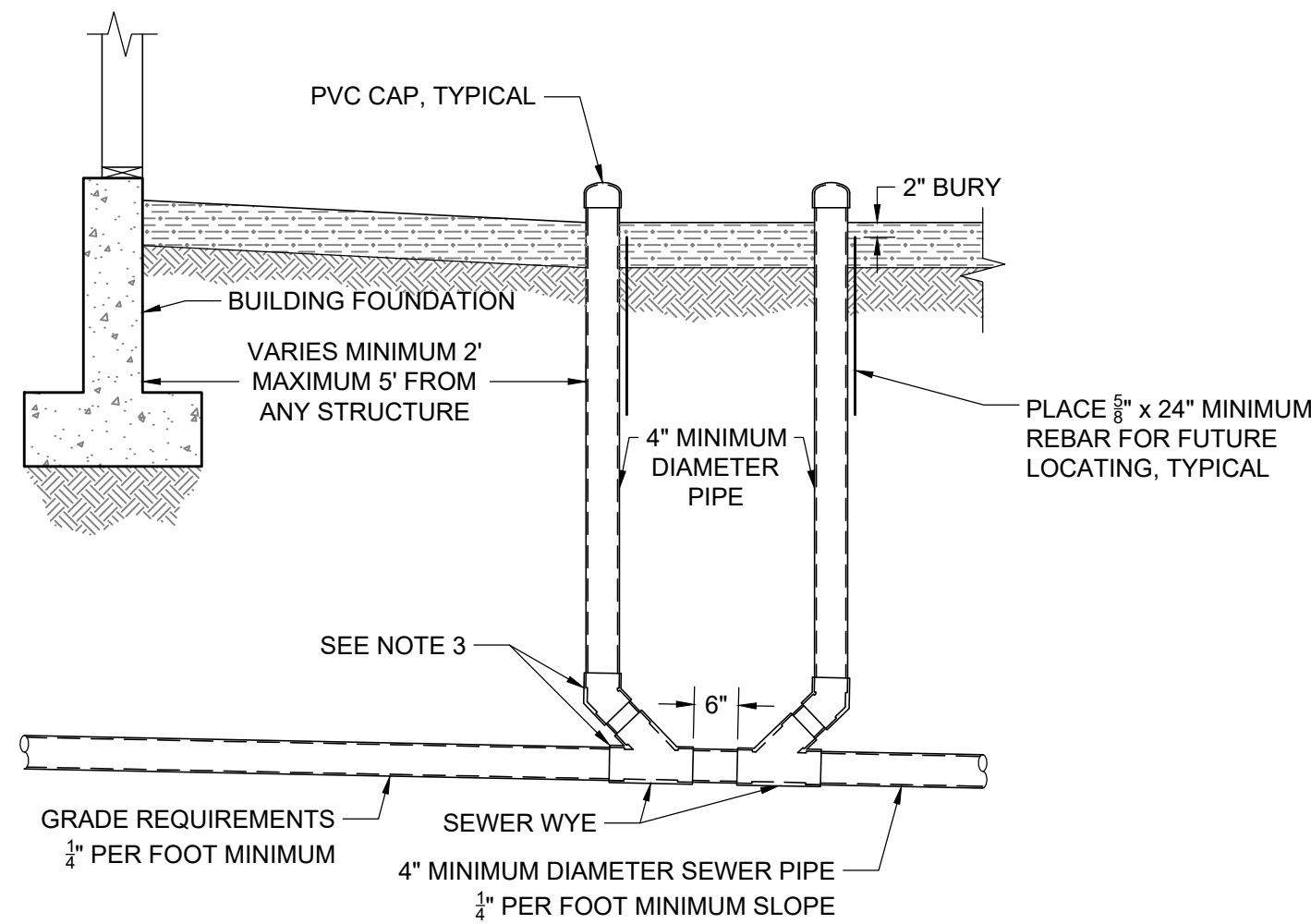
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PROJECT NUMBER
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SHEET
C3.2



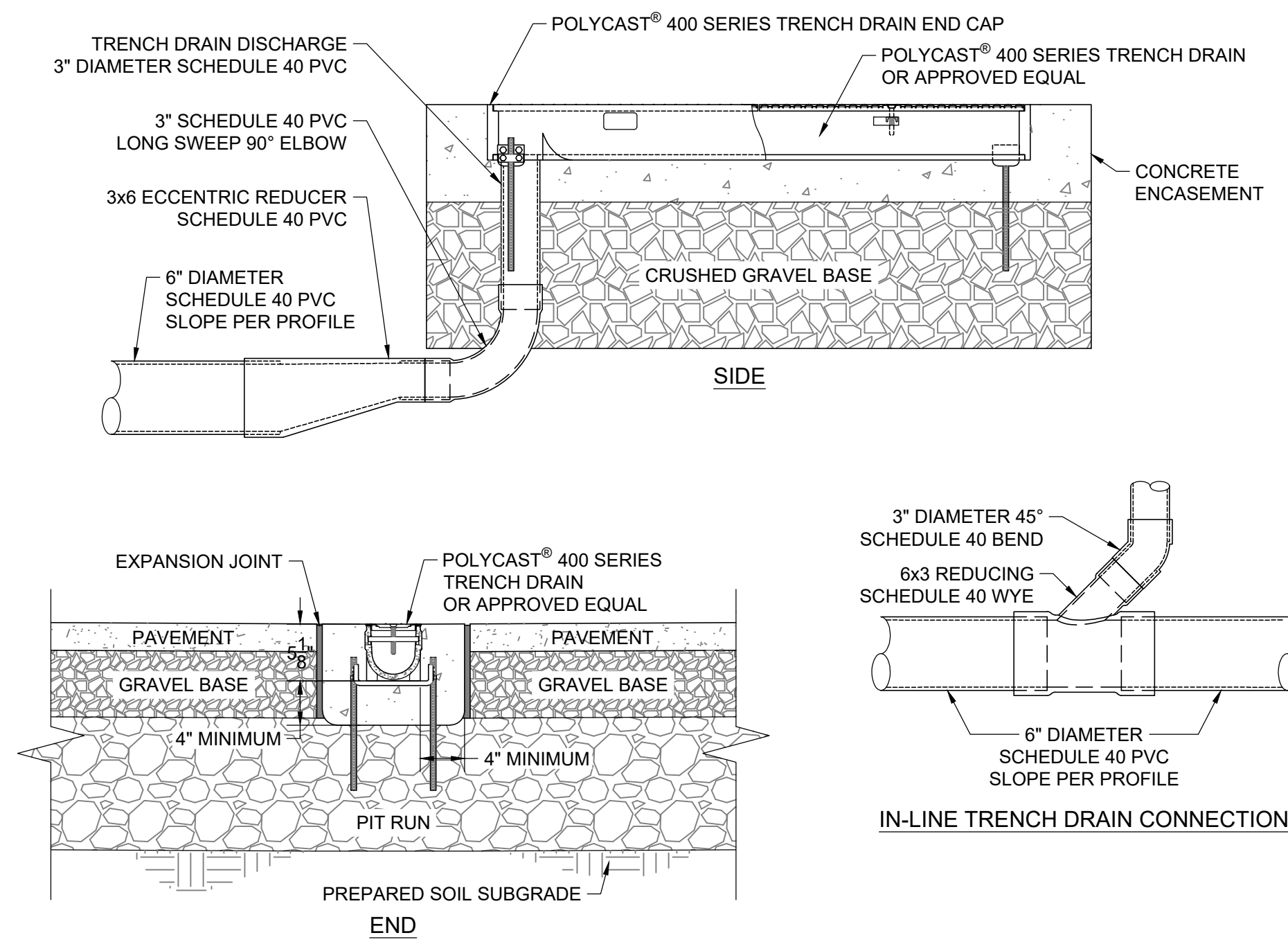
- NOTE
1. NEW SERVICE CONNECTIONS TO EXISTING SANITARY SEWER MAINS SHALL BE COORDINATED WITH TOWN OF JACKSON PUBLIC WORKS.
 2. BACKFILL OPERATIONS AT NEW SERVICES CONNECTED TO EXISTING SANITARY SEWER MAINS SHALL BE COMPACTED PER TOWN STANDARDS.
 3. CLEANOUTS TO BE PROVIDED ADJACENT TO BUILDING, EVERY 100' ALONG THE SERVICE LINE AND AT ALL BENDS.
 4. PRIVATE PARTY BEING SERVED BY CONNECTION RESPONSIBLE FOR FEE TAP AND APPROVAL BY UTILITY OWNER.

SANITARY SEWER SERVICE DETAIL
NOT TO SCALE TOJ SS-111



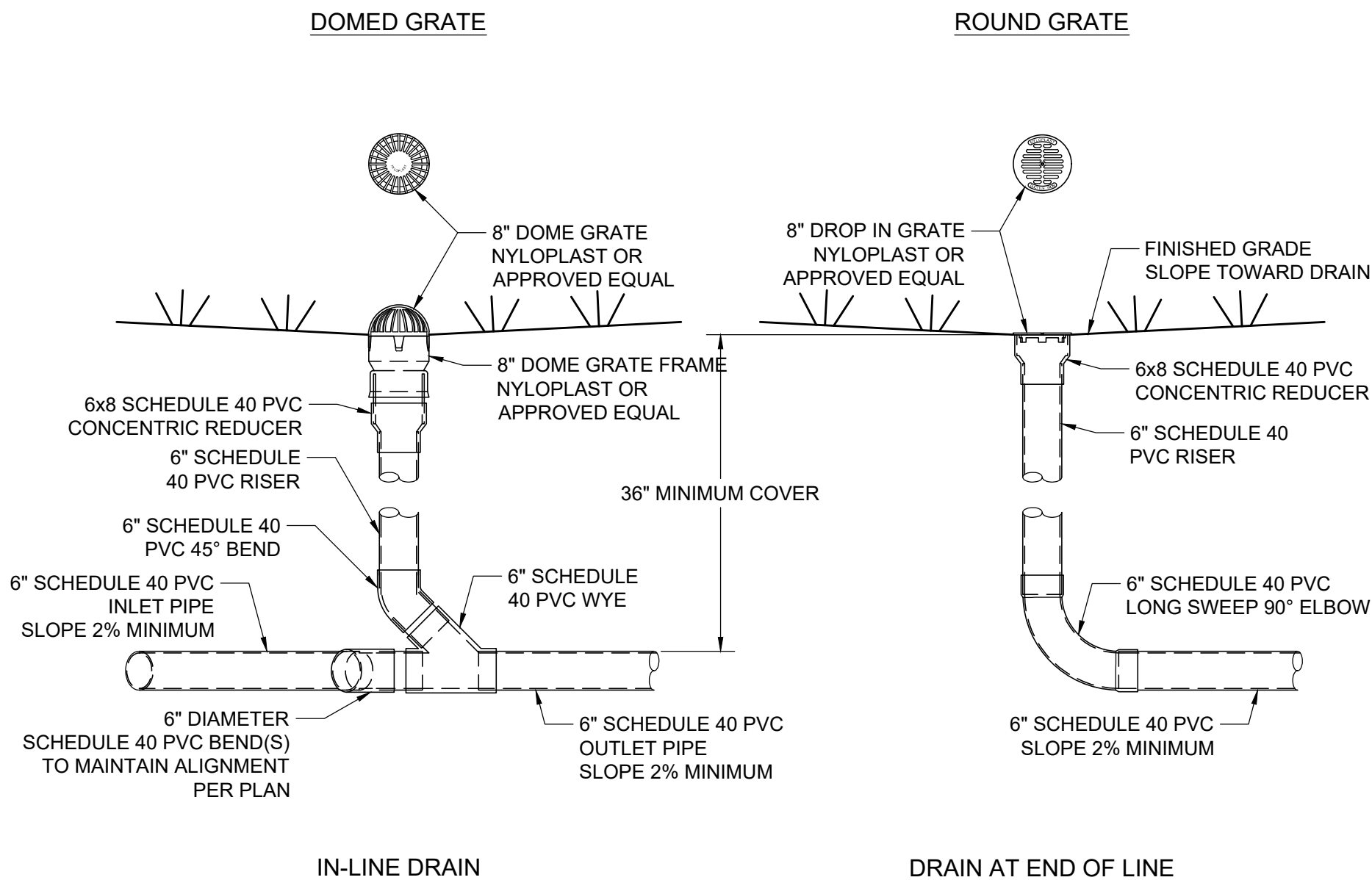
- NOTE
1. PRIOR TO BACKFILLING THE TOWN PUBLIC WORKS DEPARTMENT MUST INSPECT ALL PIPE, FITTINGS, COUPLINGS, GRADE AND COMPLETE LEAK TESTING.
 2. INSTALL AND COMPACT ALL BACKFILL MATERIAL PER TOWN PUBLIC WORKS DEPARTMENT STANDARD SPECIFICATIONS AND AS SHOWN WITHIN THE TRENCH DETAIL.
 3. ALL PVC FITTINGS SHALL MEET ASTM D3034 SPECIFICATIONS, AND SHALL ALSO MEET ASTM D312 SPECIFICATIONS FOR RUBBER GASKETED BELL AND SPIGOT TYPE WITH INTEGRAL BELL.

BUILDING CLEANOUT DETAIL
NOT TO SCALE TOJ SS-114

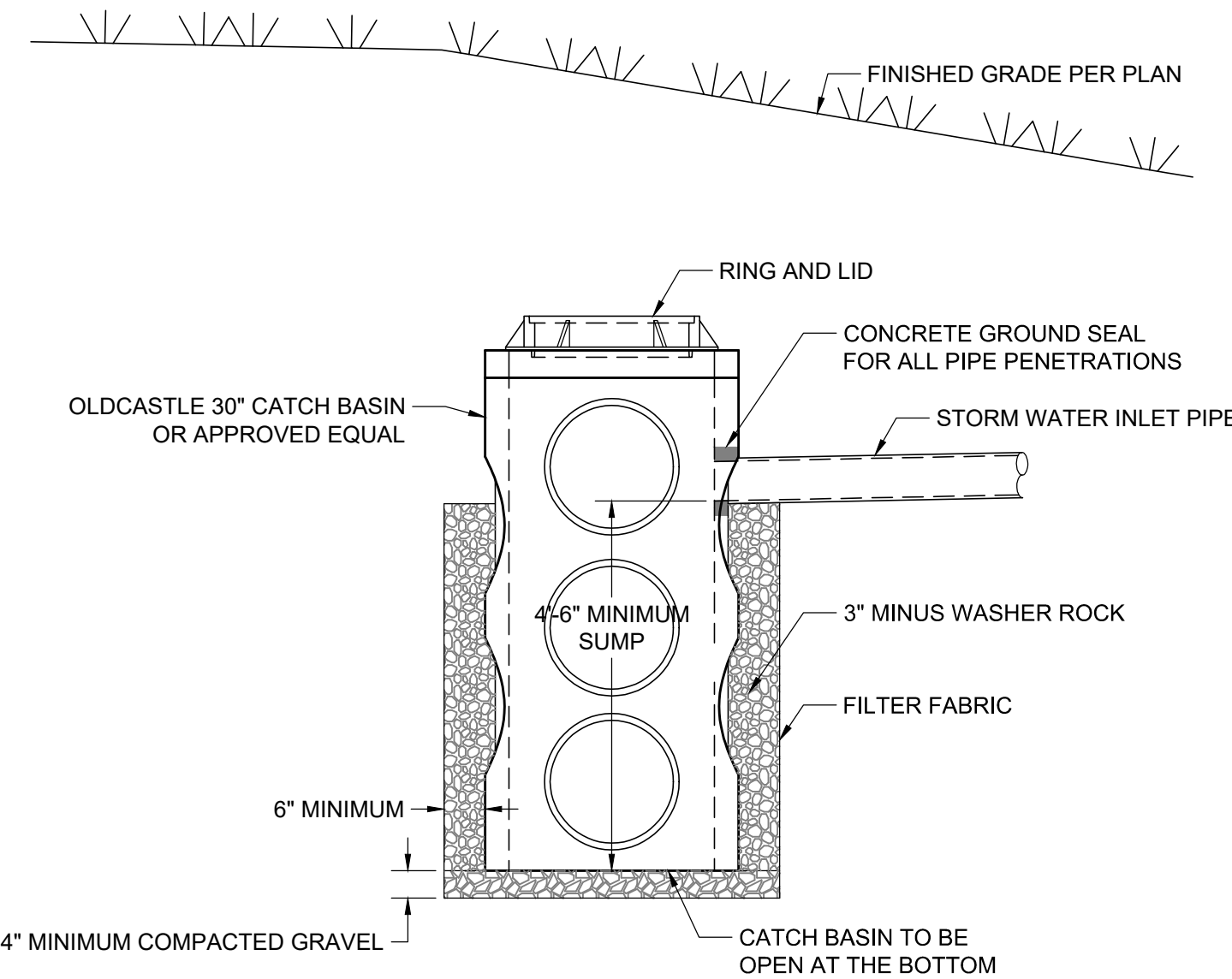


- NOTES
3. EXPANSION JOINT SHOULD BE USED TO PROTECT THE CHANNEL AND CONCRETE ENCASEMENT.
 4. ADJACENT CONCRETE AND EXPANSION JOINTS ACCORDING TO TYPICAL CONCRETE SIDEWALK DETAIL.
 5. REFER TO POLYCAST® INSTALLATION GUIDE FOR COMPLETE DETAILS. INSTALL PER MANUFACTURER'S INSTALLATION INSTRUCTION.
 6. INSTALL HEAT TRACE IN EXTERIOR TRENCH DRAINS AND DISCHARGE PIPING.
 7. INSTALL SUMP BOX AT END OF TRENCH DRAIN TO COLLECT CONCENTRATED FLOW FROM GUTTER. CONNECT SUMP BOX TO TRENCH DRAIN WITH PIPE.

TRENCH DRAIN DETAIL
NOT TO SCALE WITHIN PAVEMENT



8" AREA DRAIN DETAIL
NOT TO SCALE



30" CATCH BASIN DETAIL
NOT TO SCALE OPEN BOTTOM

- NOTE
1. GRAVEL SHALL BE 4" MINIMUM THICKNESS, CONFORM TO WPWSS SECTION 02190, PART2.03, GRADING H. AND BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.
 2. ALL DIMENSIONS TO BE APPROVED BY THE ENGINEER.
 3. MANHOLE COVER SHALL BE DESIGNED FOR H20S LOADING.

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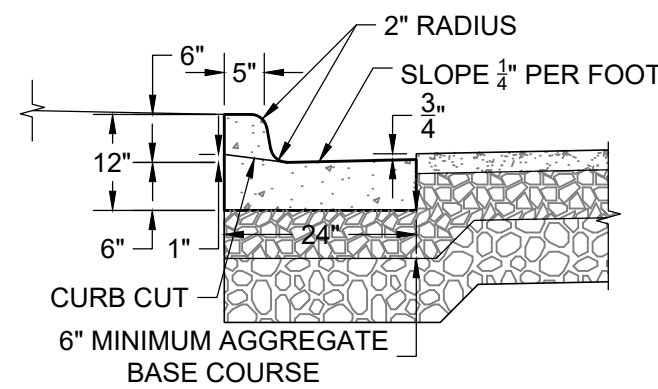
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PCJH - Employee Housing
PRESBYTERIAN CHURCH OF JACKSON HOLE
PARCEL 1 - TRIANGLE LOT
JACKSON, WYOMING

SHEET TITLE:
SEWER AND STORM DETAILS

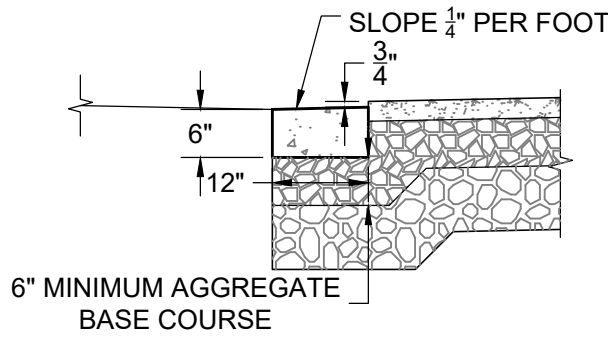
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PROJECT NUMBER
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SHEET
C3.3

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VERTICAL CURB



RIBBON CURB

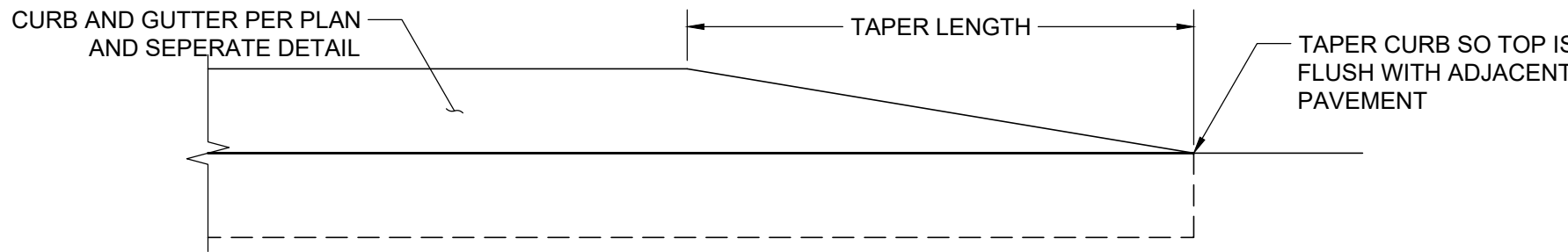
NOTE

- CURBS SHALL CONFORM TO WPWSS SECTION 02525, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERMESH-REINFORCED CLASS 4000 CONCRETE CONFORMING WITH WPWSS SECTION 03304, PART 2.07.
- AGGREGATE BASE COURSE SHALL BE SIX INCH MINIMUM THICKNESS, CONFORM TO WPWSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.
- REMOVAL AND REPLACEMENT OF CURB SHALL TAKE PLACE IN FULL PANELS.
- ROLL CURB SHALL NOT BE ALLOWED.

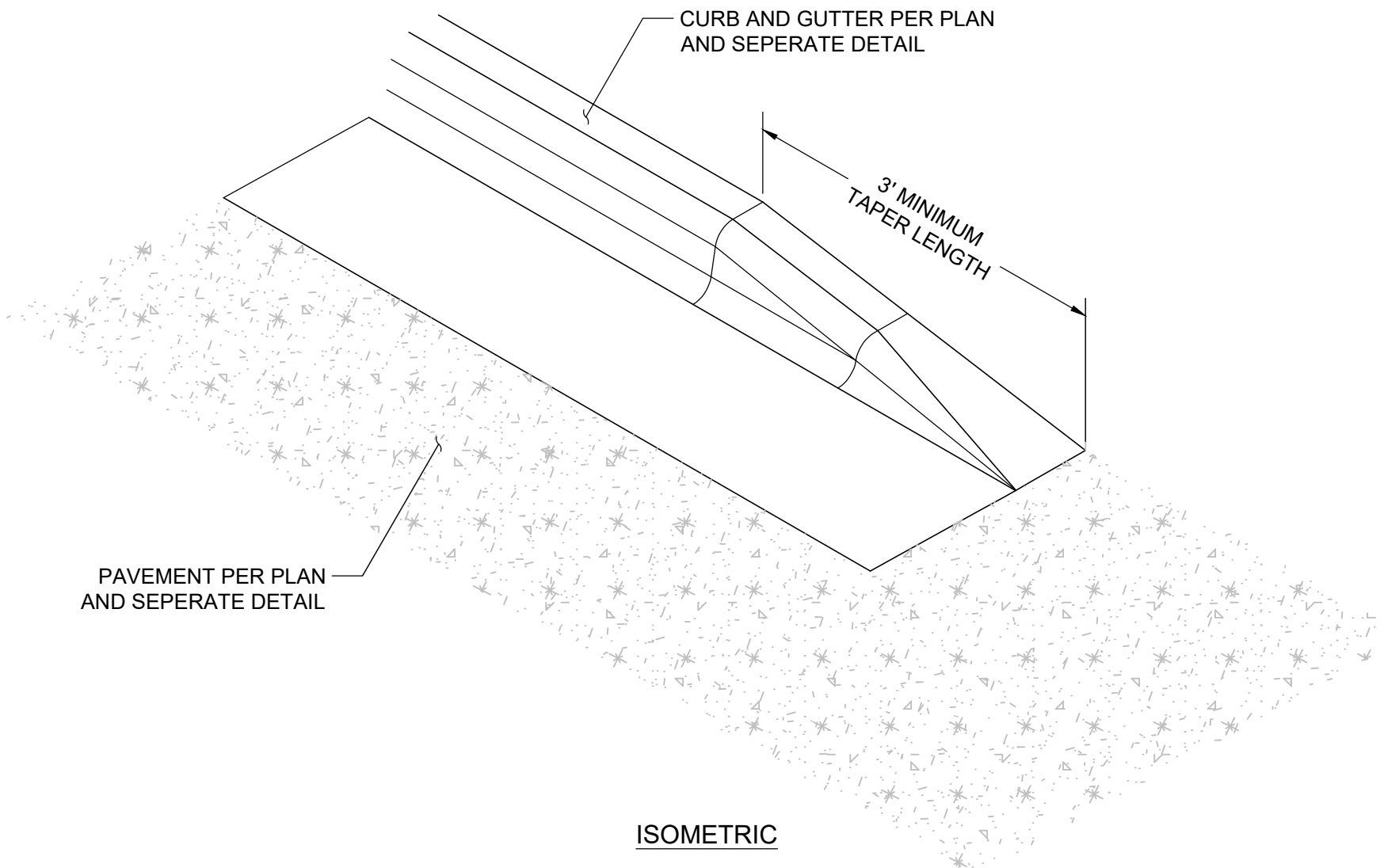
CURB SECTION DETAIL

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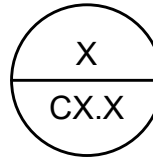
TOJ ST-110



PROFILE

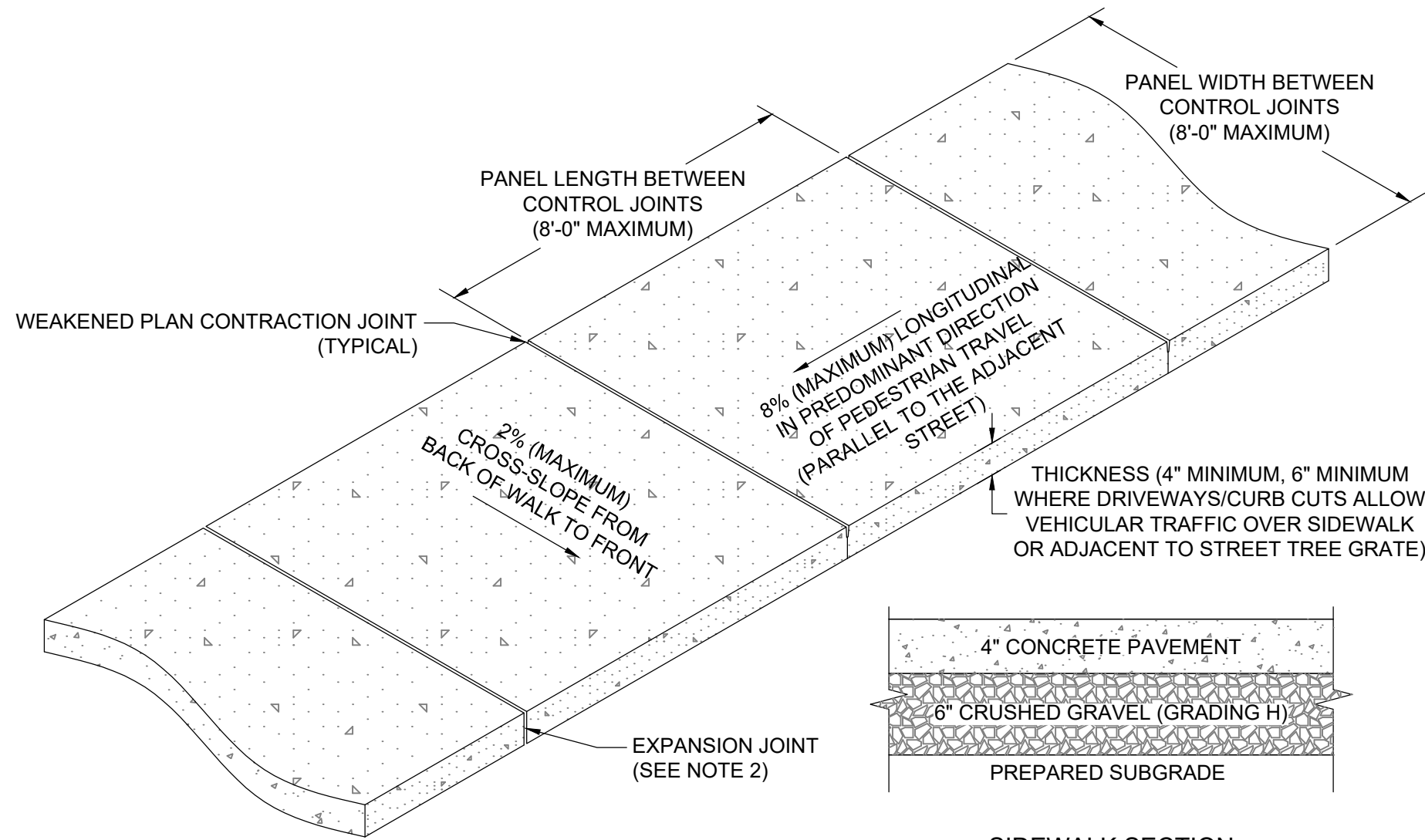


ISOMETRIC



CURB TAPER DETAIL

NOT TO SCALE



SIDEWALK SECTION

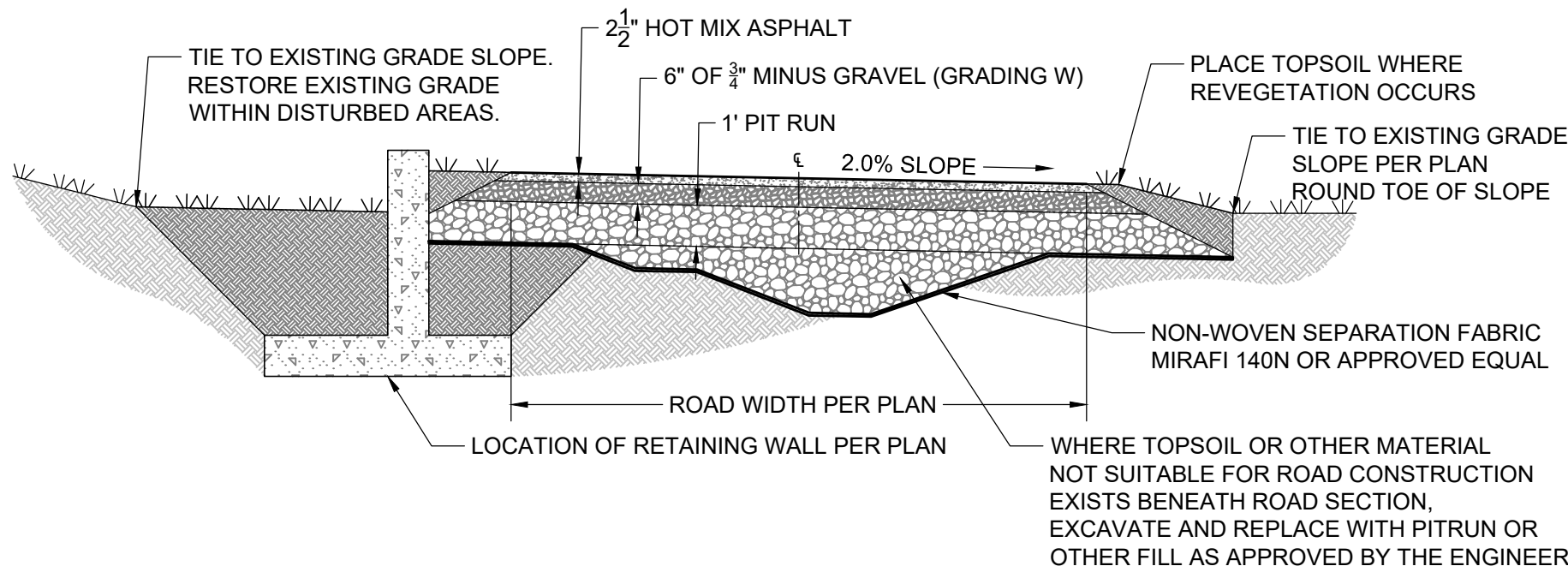
NOTE

- SIDEWALK SHALL CONFORM TO ALL APPLICABLE ADA STANDARD REQUIREMENTS SIDEWALKS SHALL CONFORM TO WPWSS SECTION 02776, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERMESH-REINFORCED CLASS 4000 CONCRETE CONFORMING WITH WPWSS SECTION 03304, PART 2.07.
- EXPANSION JOINTS SHALL BE PLACED IN SIDEWALK AT THE SAME LOCATIONS AS THOSE IN CURB AND GUTTER WHEN SIDEWALK IS ADJACENT TO CURB. (PER WPWSS SECTION 03251, PART 3.04 SPACING SHALL NOT EXCEED 32'-0" ON CENTER.)
- FOR SIDEWALKS GREATER THAN EIGHT FEET IN WIDTH, A LONGITUDINAL CONTROL JOINT SHALL BE INSTALLED AT THE CENTER OF THE WALK.
- REMOVAL AND REPLACEMENT OF SIDEWALK SHALL TAKE PLACE IN FULL PANELS.
- AGGREGATE BASE COURSE SHALL BE FOUR INCH MINIMUM THICKNESS, CONFORM TO WPWSS SECTION 02190, PART 2.03 GRADING H, AND BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.
- CLEAR VEGETATION AND STRIP TOPSOIL TO SUBGRADE. SCARIFY, CONDITION, AND COMPACT. PROOF ROLL IN THE PRESENCE OF THE ENGINEER
- MATERIAL STRIPPED TO DEPTH LOWER THAN SUBGRADE SHALL BE REPLACED WITH STRUCTURAL MATERIAL TO SUBGRADE ELEVATION.
- WHERE UNSUITABLE SUBGRADE SOIL EXISTS, OVER EXCAVATION AND REPLACEMENT WILL BE REQUIRES. GEOGRID MAY BE SUBSTITUTED FOR OVER EXCAVATION UPON APPROVAL FROM GEOTECHNICAL ENGINEER.

TYPICAL CONCRETE SIDEWALK DETAIL

NOT TO SCALE

TOJ ST-127



NOTE

- STRIP TOPSOIL TO COMPETENT FOUNDATION MATERIAL AND REPLACE WITH PITRUN OR OTHER FILL AS APPROVED BY THE ENGINEER.
- CENTERLINE OF ROAD GRADE TO BE ±1' ABOVE ADJACENT GROUND FOR GOOD DRAINAGE AND SNOW REMOVAL.

DRIVEWAY DETAIL

NOT TO SCALE

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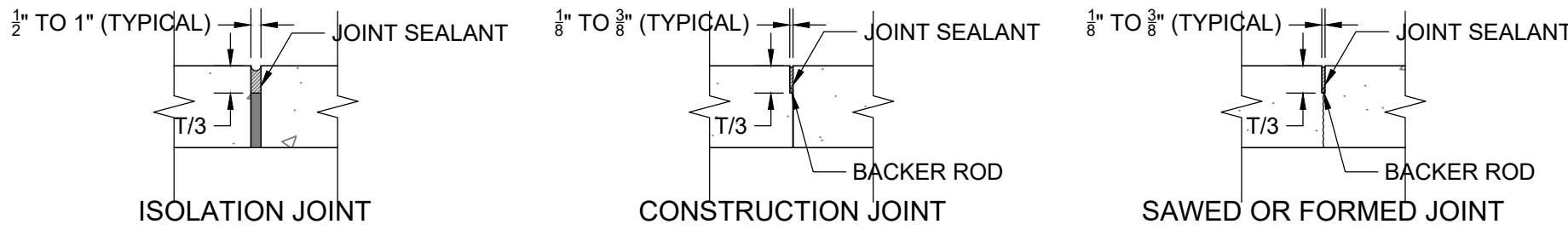
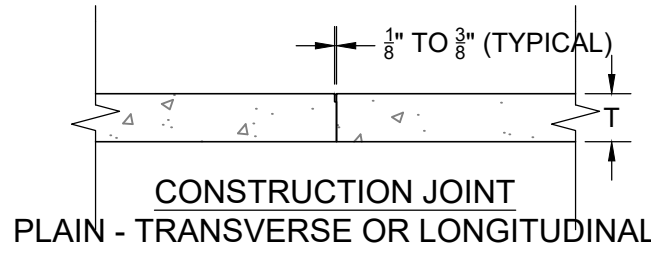
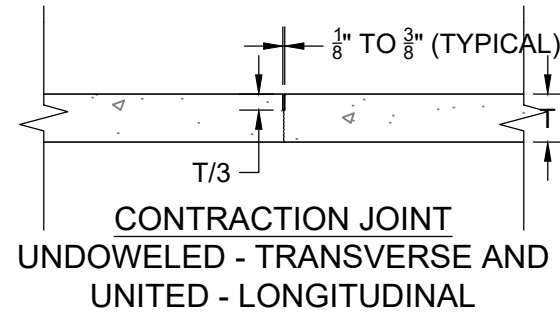
PROJECT TITLE:
PCJH - Employee Housing
PRESBYTERIAN CHURCH OF JACKSON HOLE
PARCEL 1 - TRIANGLE LOT
JACKSON, WYOMING

SHEET TITLE:
STREET DETAILS

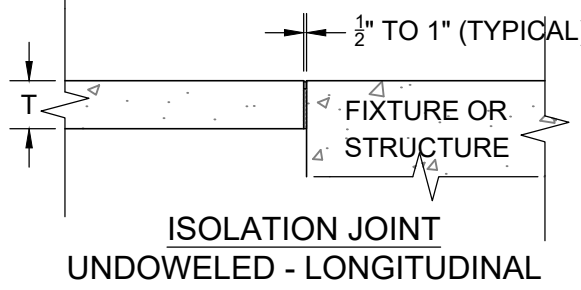
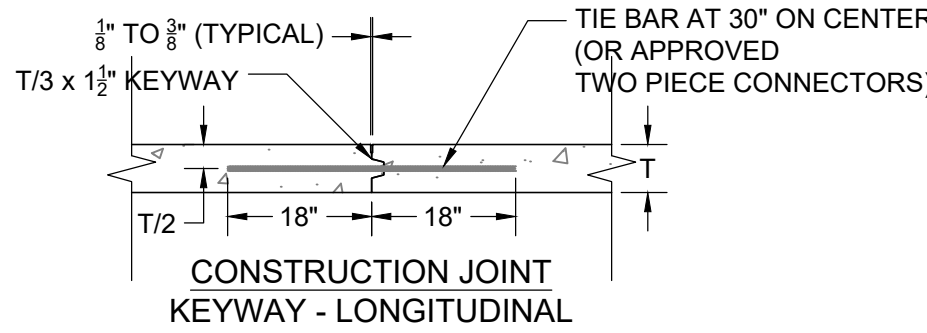
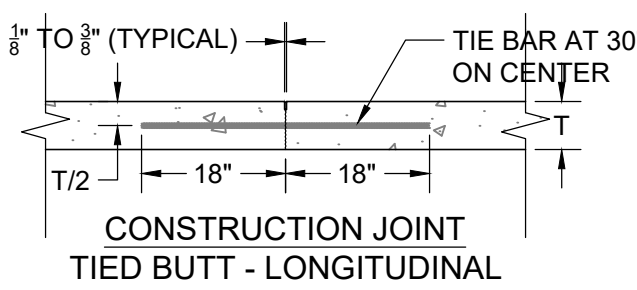
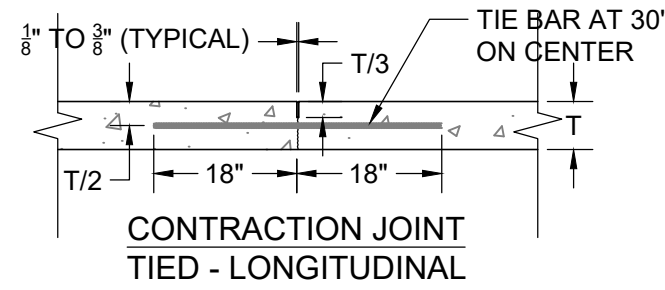
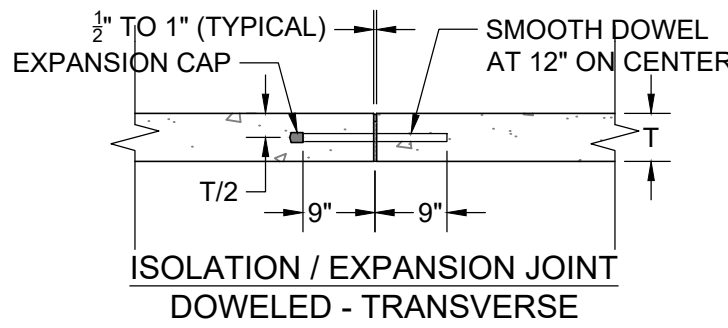
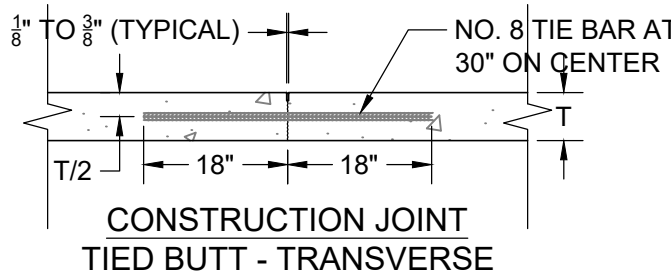
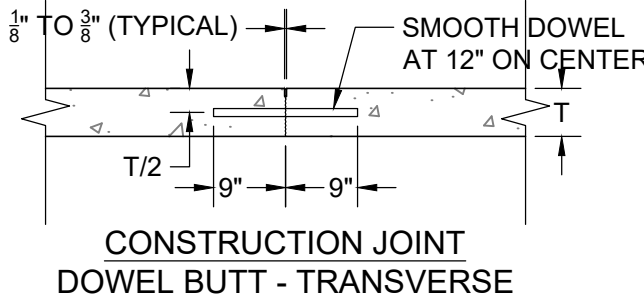
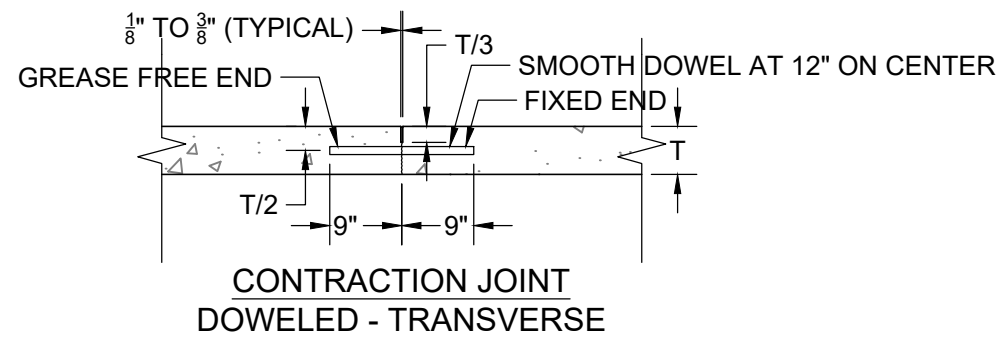
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DEV	2024.01.08

PROJECT NUMBER	22072
SHEET	C3.4

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MINOR CONCRETE PAVEMENT JOINT SEALING DETAILS



NOTE

1. USE EPOXY-COATED MATERIAL FOR ALL TIE BARS, DOWELS, AND OTHER STEEL USED IN THE CONSTRUCTION OF CONCRETE PAVEMENT.
2. DEFORMED REINFORCING BARS OR HOOKS MAY BE USED FOR TIE BARS.
3. DO NOT PLACE TIE BARS WITHIN 15" OF TRANSVERSE JOINTS.
4. INSTALL ISOLATION JOINTS WHEN ABUTTING A FIXED STRUCTURE. USE EXPANSION JOINT MATERIAL EXTENDING THE FULL DEPTH AND LENGTH OF THE CONCRETE SURFACE.
5. TRANSVERSE AND LONGITUDINAL CONSTRUCTION JOINTS ARE NOT INCLUDED IN THE JOINT LAYOUT PLAN. USE TRANSVERSE AND LONGITUDINAL CONSTRUCTION JOINTS SPARINGLY. SUBMIT PLANNED CONSTRUCTION JOINT LOCATIONS TO THE CO FOR APPROVAL.
6. FOR CONSTRUCTION JOINTS, IF TIE BARS AND DOWELS ARE NOT SET INTO CONCRETE DURING PLACEMENT, DRILL AND ANCHOR THE TIE BARS AND DOWELS INTO THE EXISTING CONCRETE CONSTRUCTION WITH EPOXY RESIN.
7. MAINTAIN JOINT SEALANT SHAPE FACTOR 1:1 EXCEPT WHEN SILICONE SEALANT IS USED, THE WIDTH TO DEPTH SHAPE FACTOR IS 2:1 OR AS RECOMMENDED BY SEALANT MANUFACTURER.

MINOR CONCRETE PAVEMENT DETAILS
NOT TO SCALE

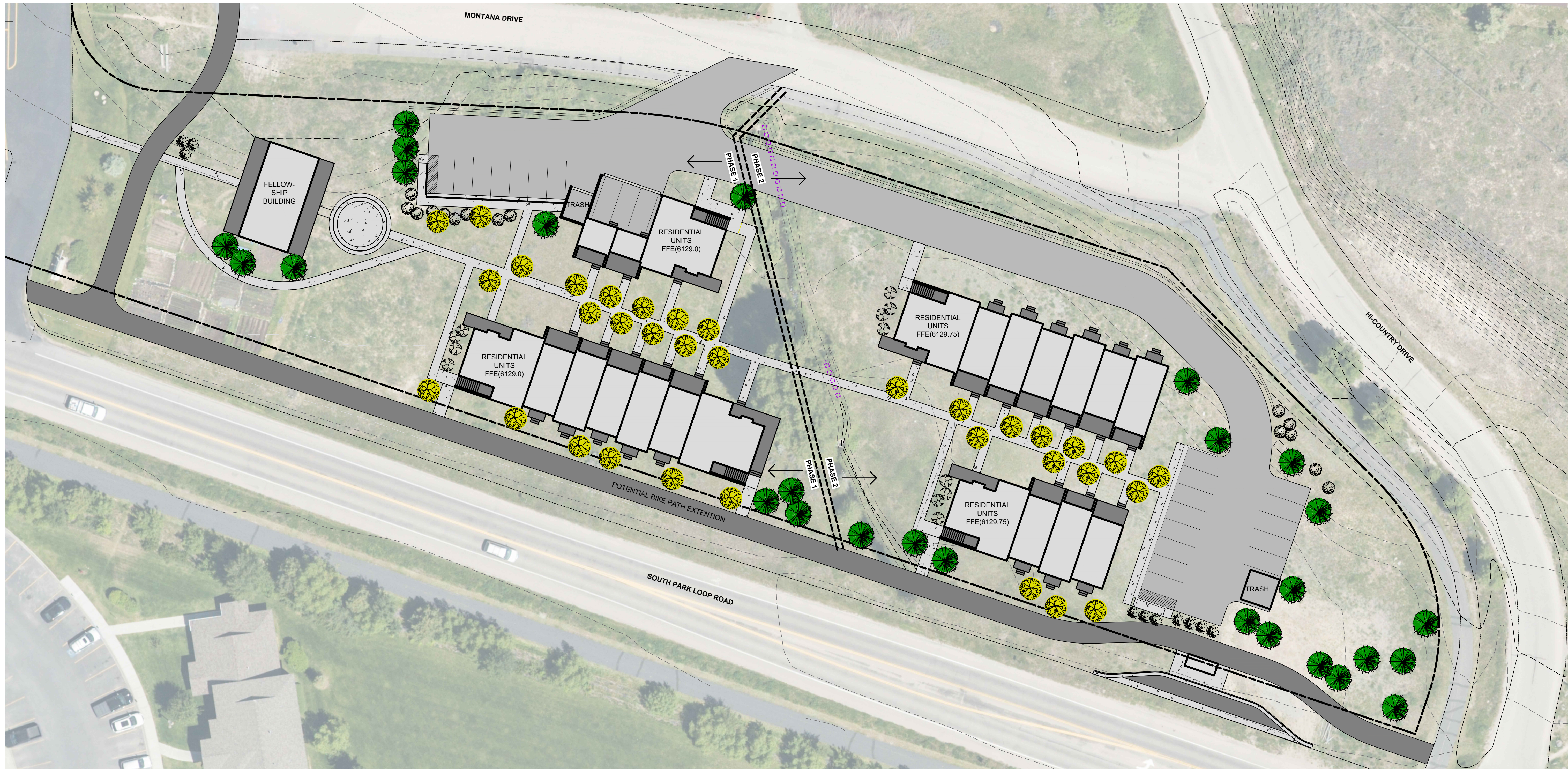
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AND APPROVAL

PROJECT TITLE:
PCJH - Employee Housing
PRESBYTERIAN CHURCH OF JACKSON HOLE
PARCEL 1 - TRIANGLE LOT
JACKSON, WYOMING

SHEET TITLE:
STREET DETAILS

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22072
SHEET
C3.5



PLANT CREDITS FROM L1.2

Tree credit from retained vegetation and plant unit alternative

PLANT UNITS - PHASE 1 and 2
(21) Plant Units required - TOJ Alternative B

(44) 3" Cal. Tree less 10 credits	34
(42) 6" B+B Shrub less 5 credits	37
(63) 8' Evergreen Tree less 36 credits	27

FULL PROJECT PROPOSED PLANT SCHEDULE

Populus tremuloides - 3" Cal.	34
Prunus virginiana - 6" B+B	10
Cornus sericea - 6" B+B	15
Crataegus douglasii - 6" B+B	12
Picea pungens - 8" B+B	27

NOTES

- No underground utilities shown. Contractor shall be responsible for on-site utility location services before any excavation activity.
- Refer to Sheet L1.2 for map showing existing vegetation retained for plant unit credits.
- Trees and shrubs indicated shall conform to Wyoming Nursery Stock and Seed Laws. Nursery Stock shall be in accordance with W.S. 11-9-101 to 109 accompanied by a valid health certificate, and acquired through a dealer licensed by the Wyoming Dept. of Agriculture.
- Trees and shrubs indicated shall be maintained by an automatic underground irrigation system.

PLANT UNITS - PHASE 1
(10) Plant Units required - TOJ Alternative B

(21) 3" Cal. Tree less 1 credit	20
(20) 6" B+B Shrub less 4 credits	16
(30) 8' Evergreen Tree less 19 credits	11

PROPOSED PLANT SCHEDULE - PHASE 1

Populus tremuloides - 3" Cal.	20
Prunus virginiana - 6" B+B	3
Cornus sericea - 6" B+B	9
Crataegus douglasii - 6" B+B	4
Picea pungens - 8" B+B	11

PLANT UNITS - PHASE 2
(11) Plant Units required - TOJ Alternative B

(23) 3" Cal. Tree less 9 credit	14
(22) 6" B+B Shrub less 1 credit	21
(33) 8' Evergreen Tree less 17 credits	16

PROPOSED PLANT SCHEDULE - PHASE 2

Populus tremuloides - 3" Cal.	14
Prunus virginiana - 6" B+B	7
Cornus sericea - 6" B+B	6
Crataegus douglasii - 6" B+B	8
Picea pungens - 8" B+B	16

Legend

Existing: Property Line, Index Contour (6290), Intermediate Contour

Proposed: Spruce, Picea pungens, Aspen, Populus tremuloides, Native Shrub

North Arrow

Scale: 24 0 24 48

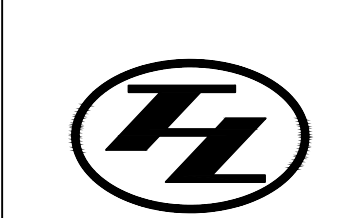
PRESBYTERIAN CHURCH OF JACKSON HOLE
Employee Housing Development
1251 South Park Loop Road, Town of Jackson WY
PT. NE1/4NW1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL 1
Landscape Plan

DRAWING DATE: 07.24.23
REVISION 1: 01.11.24

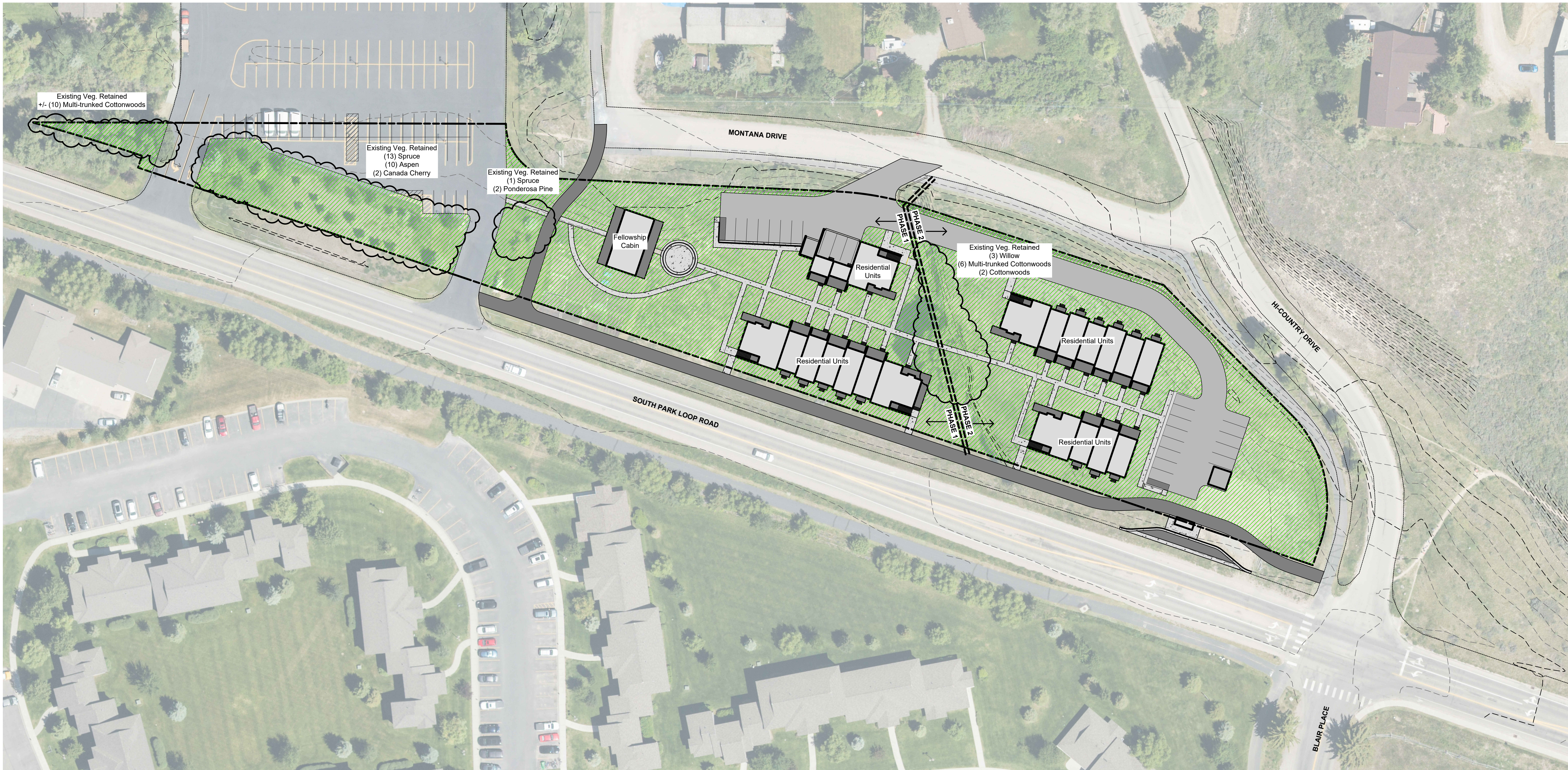


James Hurley

L2.2
PCJH
Employee Housing
Landscape Plan



Teton Heritage Landscaping
P.O. Box 1748
Wilson, Wyoming 83014
307-733-3775
info@tetonheritagelandscaping.com



SITE CALCULATIONS
Gross Site Area 2.93 acres - 127,630 sq. ft.
Required per Section 2.2.4 - NL - 3
Minimum LSR (0.45) (0.45) 127,630 = 57,433 sq. ft.
Plant Units (1 per dwelling unit) 21 D.U.'s = 21 p.u.

Proposed Landscape Surface 66,020 sq. ft.
Proposed Plant Units 21 Plant Units

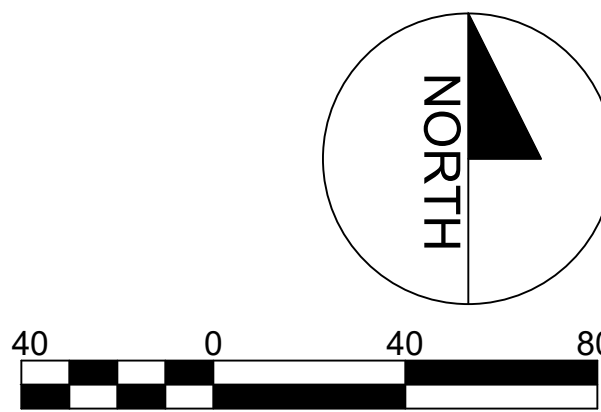
EXISTING VEGETATION RETAINED
Spruce 14
Aspen 10
Multi-trunked Cottonwood 16
Cottonwood 2
Ponderosa Pine 2
Plant Unit Credits 44 Trees

Canada Cherry 2
Willow Shrubs 3
Plant Unit Credits 5 Shrubs

PLANT UNIT ALTERNATIVES
Bike Rack (6 spaces min) 2
Plant Unit Credits 2 Trees

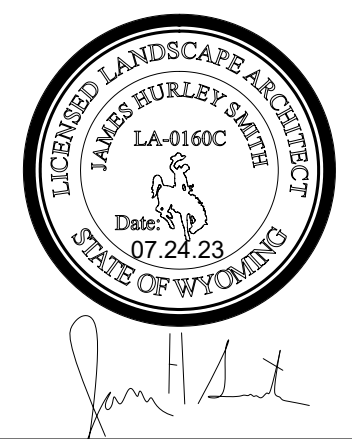
PROJECT PHASING NOTES
Phase 1 10 Residential Units
Phase 2 11 Residential Units

Legend
Existing
Proposed
Property Line
Index Contour
Intermediate Contour
Retained Vegetation (for plant units)
Landscape Area (for LSR)



PRESBYTERIAN CHURCH OF JACKSON HOLE
Employee Housing Development
1251 South Park Loop Road, Town of Jackson WY
PT. NE1/4NW1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL 1
Landscape Plan

DRAWING DATE 07.24.23
REVISION 1 01.11.24



L1.2

PCJH
Employee Housing
Landscape Plan



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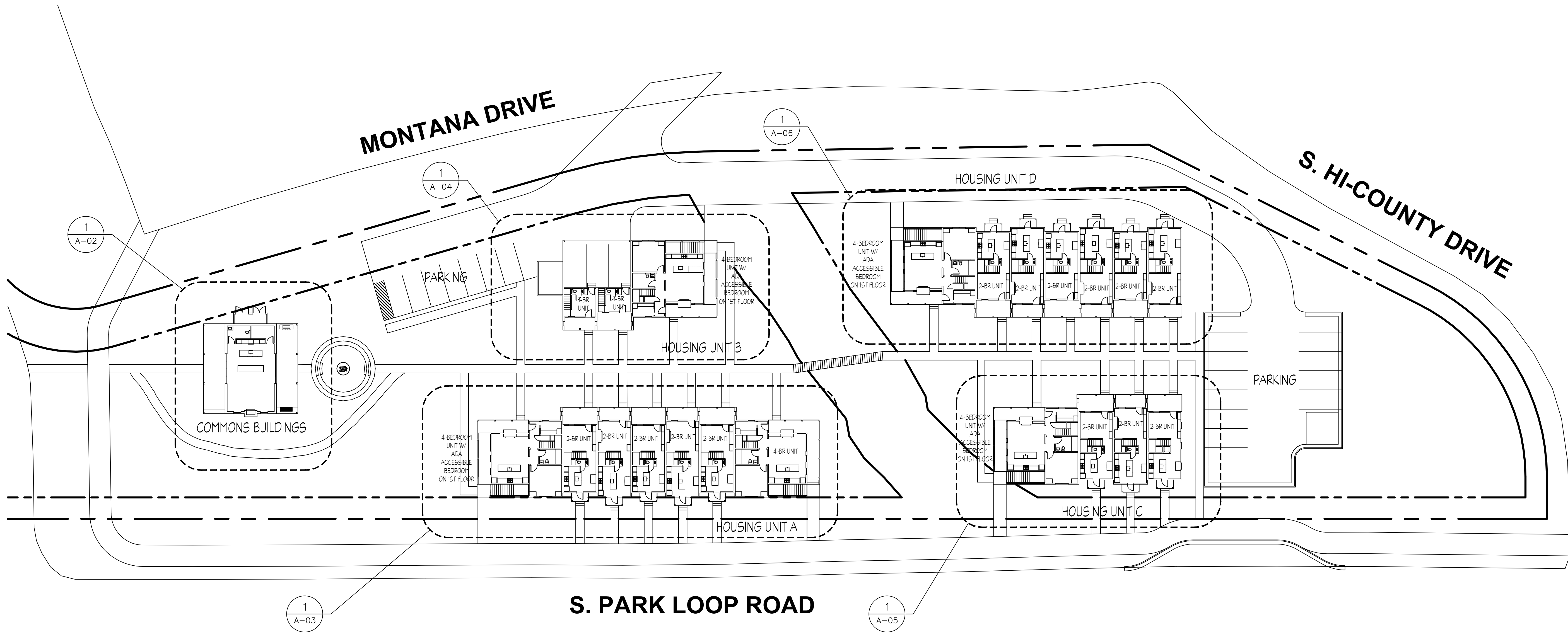
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Architect

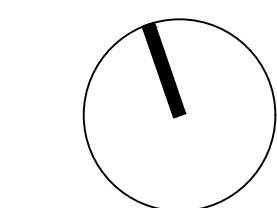
Greenspur, Inc.
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Fairfax, Virginia 22031
Phone: 703-304-1159

Civil Engineer

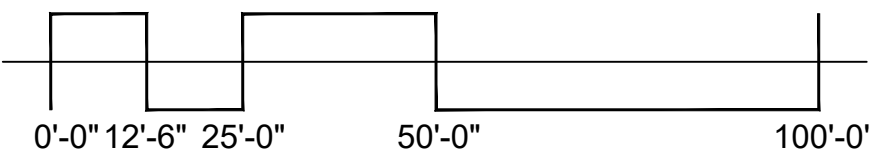
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P.O. Box 9550
Jackson, Wyoming 83002
Phone: 307-733-5150



1 Site Plan
1" = 25'-0"



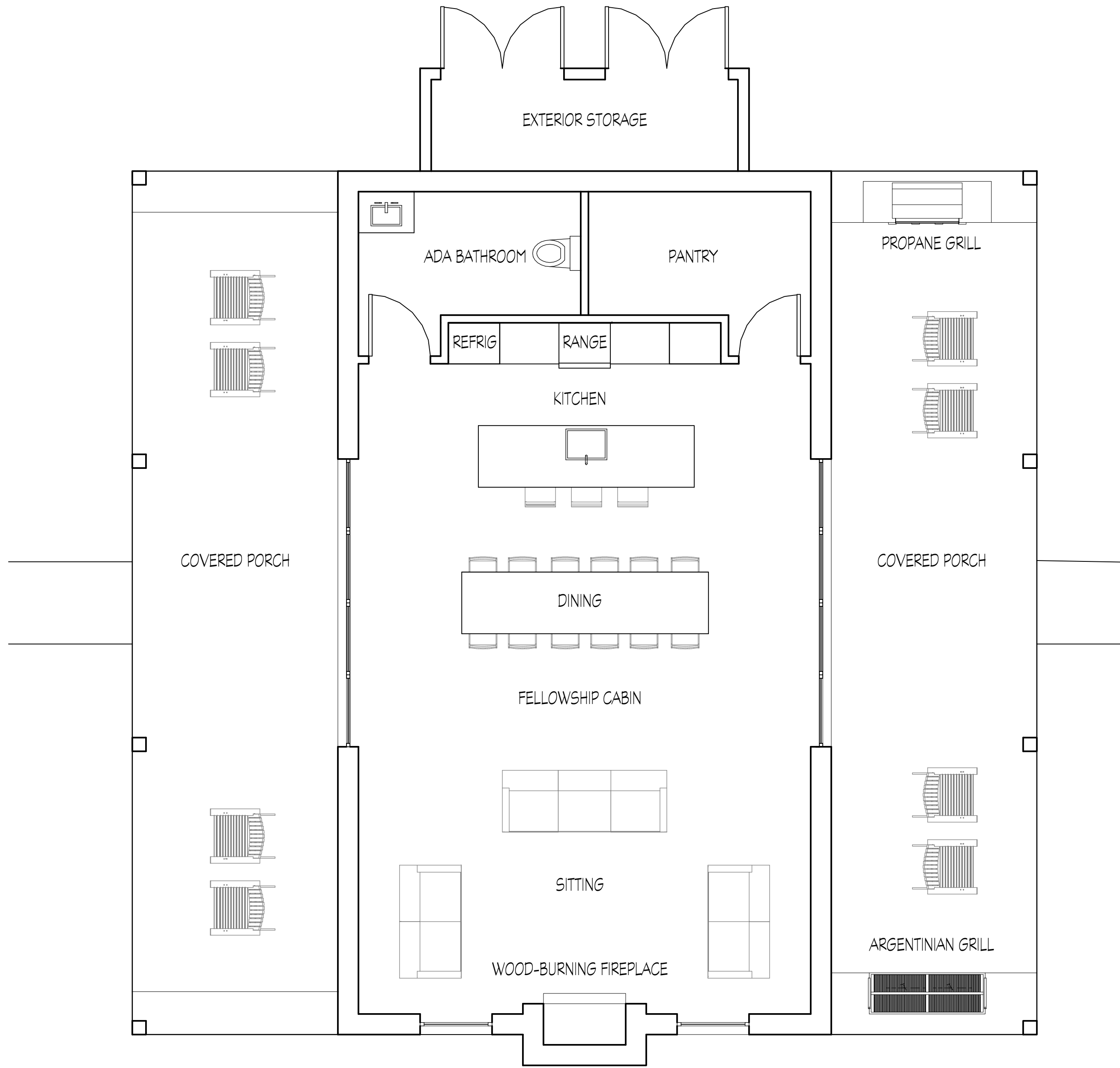
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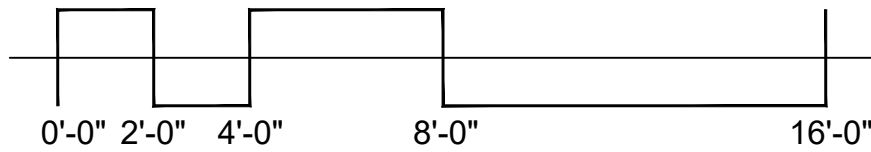
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A-01

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PLOT SCALE: 1" = 1'-0"



① First Floor Plan - Fellowship Cabin
1/4" = 1'-0"



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Floor Plans -
Fellowship Cabin
A-02



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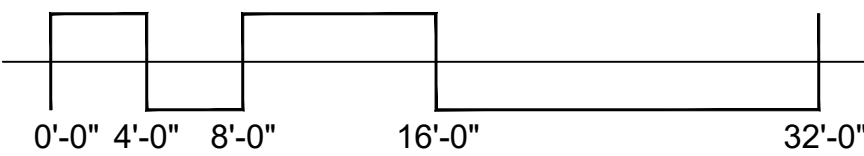
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② Second Floor Plan - Unit A
1/8" = 1'-0"



① First Floor Plan - Unit A
1/8" = 1'-0"

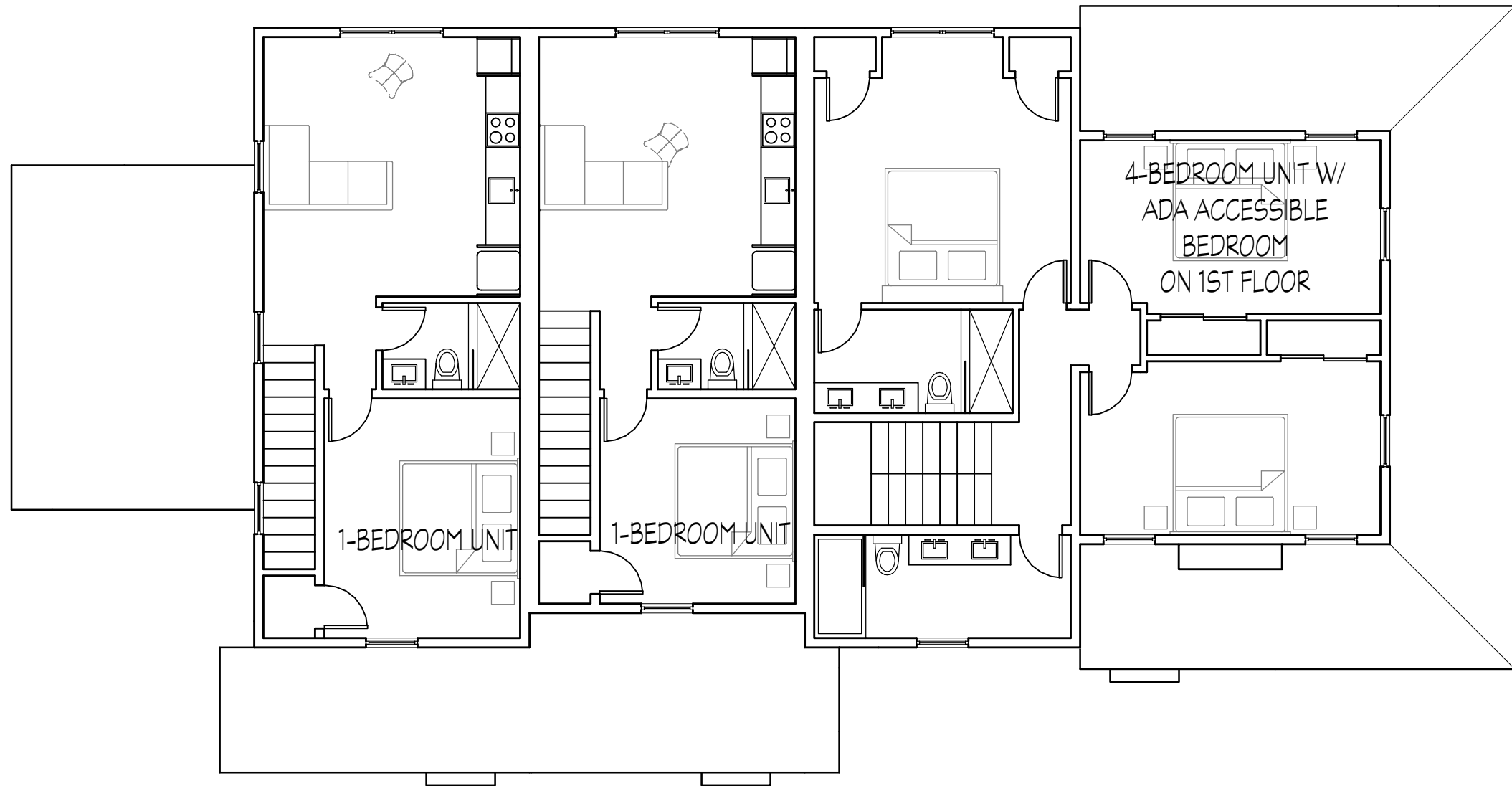


Floor Plans - Unit A

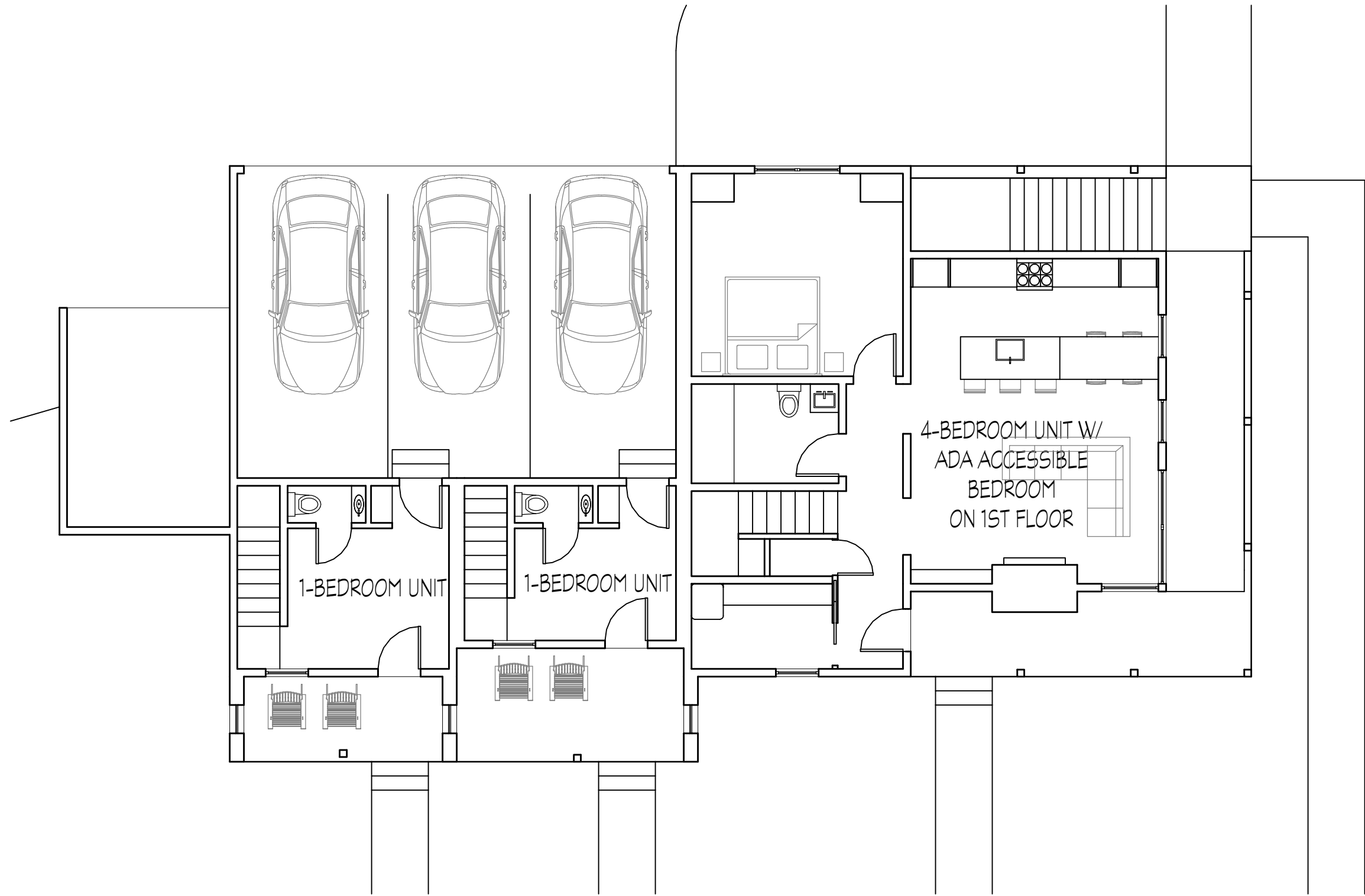
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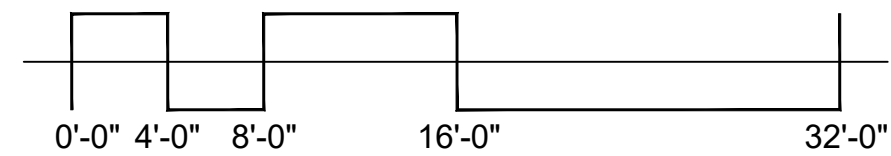
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② Second Floor Plan - Unit B
1/8" = 1'-0"



① First Floor Plan - Unit B
1/8" = 1'-0"



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Floor Plans - Unit B

A-04

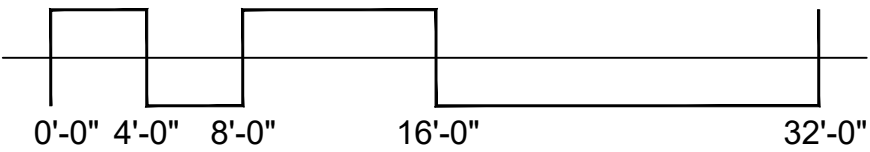
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② Second Floor Plan - Unit C
1/8" = 1'-0"



① First Floor Plan - Unit C
1/8" = 1'-0"



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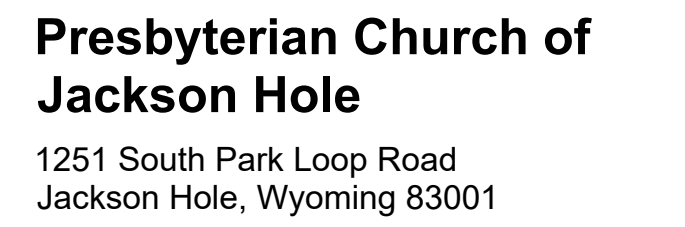
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Floor Plans - Unit C

A-05



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Floor Plans - Unit D

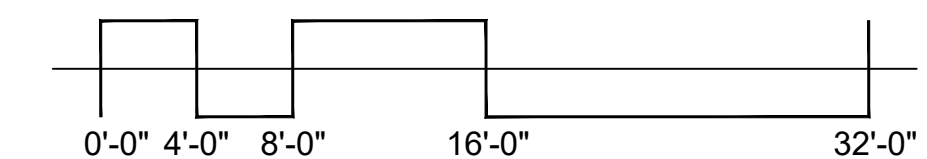
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② Second Floor Plan - Unit D
1/8" = 1'-0"



① First Floor Plan - Unit D
1/8" = 1'-0"



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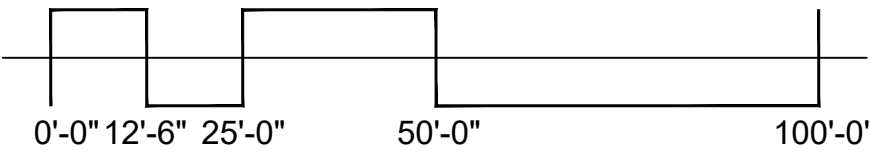
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② North Elevation
1" = 25'-0"



① South Elevation
1" = 25'-0"



Presbyterian Church of Jackson Hole

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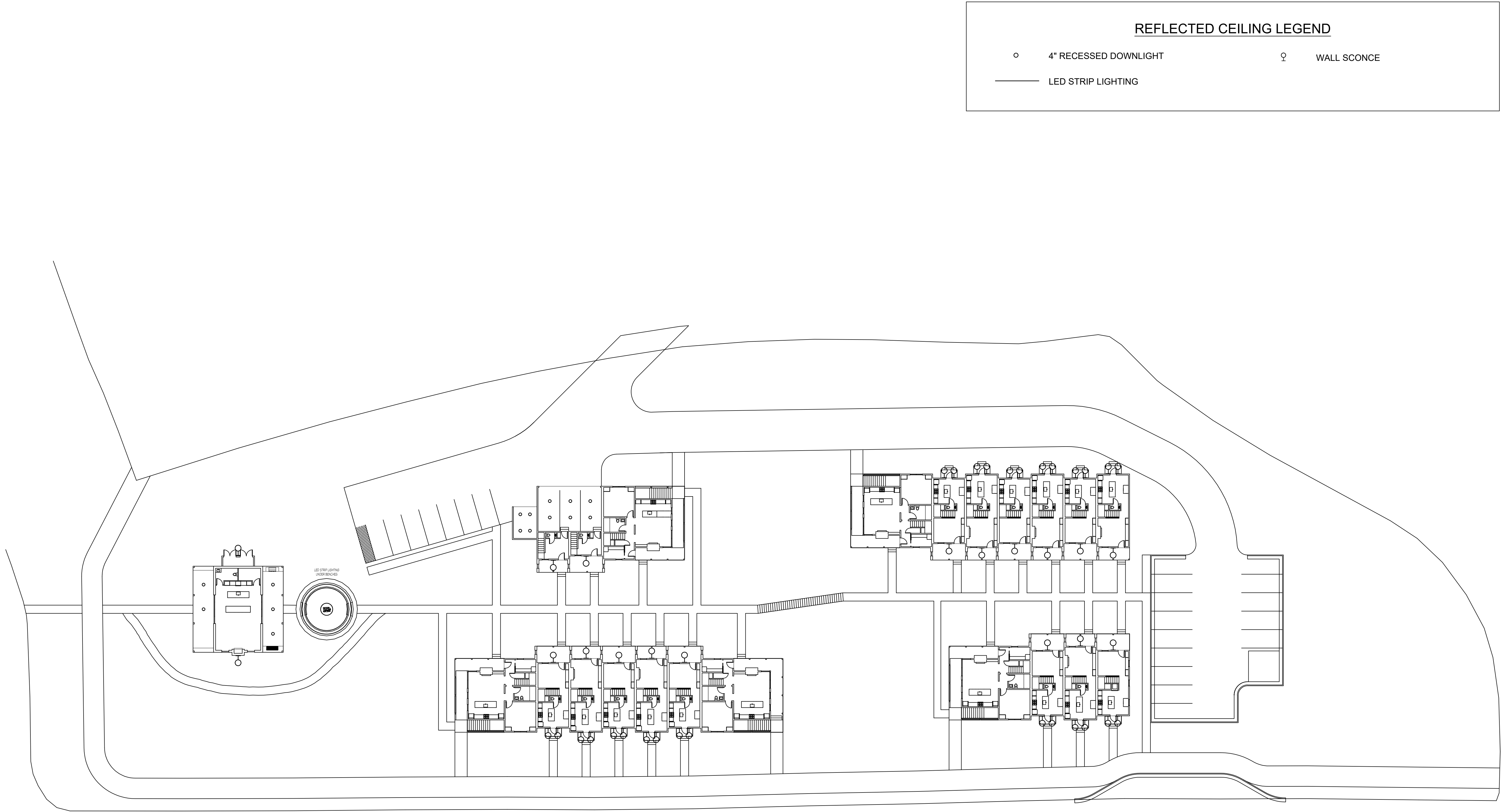


Elevations

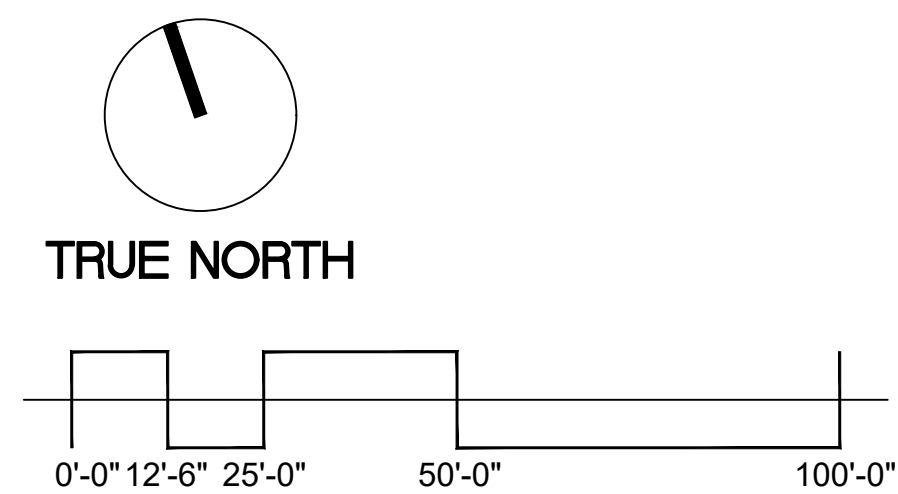
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FILE LOCATION: C:\USER\MATOW\PROJECTS\GREENSPUR\PCIA\SHEETS\A-07.DWG
PLOT DATE: 1/16/2024 5:33 PM
PLOT SCALE: 1" = 1'-0"

PLOT TABLE: MATOW-FULL.CTB



1 Site Lighting Plan
1" = 25'-0"



Presbyterian Church of Jackson Hole

1251 South Park Loop Road
Jackson Hole, Wyoming 83001

Architect

Greenspur, Inc.
2811 Merrilee Drive, Suite D
Fairfax, Virginia 22031
Phone: 703-304-1159

Civil Engineer

Jorgensen Associates
1315 Highway 89 S., Suite 201
P.O. Box 9550
Jackson, Wyoming 83002
Phone: 307-733-5150



Site Lighting Plan

A-07



AERIAL VIEW OF DEVELOPMENT



VIEW FROM ENTRANCE TO CHURCH PARKING LOT LOOKING EAST



VIEW FROM NEW BIKE PATH ALONG SOUTH PARK LOOP ROAD LOOKING EAST



VIEW FROM SOUTH PARK LOOP ROAD LOOKING NORTH



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Preliminary Exterior
Images

A-08



VIEW FROM MONTANA DRIVE LOOKING SOUTH



VIEW FROM COMMONS BUILDING LOOKING EAST
THROUGH CENTER OF DEVELOPMENT



VIEW FROM CENTER OF DEVELOPMENT
LOOKING WEST TOWARDS COMMONS BUILDING



**Presbyterian Church of
Jackson Hole**

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Preliminary Exterior
Images

A-09

**AQUATIC RESOURCES INVENTORY
PRESBYTERIAN CHURCH OF JACKSON HOLE
TETON COUNTY, WYOMING**



Prepared For

Presbyterian Church of Jackson Hole

PO Box 7530, Jackson, WY 83002

Prepared By



PO Box 8578, 140 E. Broadway, Suite 23, Jackson, Wyoming 83002

July 1, 2015

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of Jackson Hole study area, Teton County, WY.4

AQUATIC RESOURCES INVENTORY
PRESBYTERIAN CHURCH OF JACKSON HOLE PROPERTY
TETON COUNTY, WYOMING

INTRODUCTION

An Aquatic Resources Inventory (ARI) was performed in June 2015 within the 6.7-acre Presbyterian Church of Jackson Hole study area in Teton County, Wyoming. The study area consists of 2 parcels (PIDN 22-40-16-06-2-00-006 and 22-40-16-06-2-00-004) owned by the Presbyterian Church of Jackson Hole (PO Box 7530, Jackson, WY 83002). The ARI was conducted by Kent Werlin, Biota's Senior Wetland Scientist.

The purpose of this study was to determine if any wetlands, per wetland definitions in the 1987 U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual (Environmental Laboratory 1987) and applicable supplements, exist within the study area; and if present, to identify and document the locations and boundaries of all wetlands and other aquatic resources within the study area per guidance provided by the USACE Wyoming Regulatory Office (USACE 2011). Final determination of wetland presence, boundaries, and jurisdiction under Section 404 of the Federal Clean Water Act is the privilege and responsibility of the USACE.

All wetlands (except those shown to be irrigation-induced) are afforded protection by Teton County Land Development Regulations and given a 30-foot setback by Teton County within which development is prohibited unless no alternative is available (Division 3200, Section 3220, B3 and Cb3 of Article III).

LOCATION AND PHYSIOGRAPHY

The study area is located off of South Park Loop Road in Jackson, WY (T40N, R116W, S06; Appendix 1-Exhibit 1). Access to the study area is achieved by driving south on Broadway; then west on South Park Loop Road for about 0.9 miles. The study area includes a portion of High School Butte and a historic agricultural meadow that has been fallow for a number of years.

LAND USE

The study area is currently used for a community garden and recreational purposes.

SURFACE HYDROLOGY

Surface water features within the study area consist of an irrigation ditch that originates from several diversion points on Spring Creek, north of the study area (Appendix 1-Exhibits 3 and 4). The ditch conveys water through the study area, under South Park Loop Road, and then continues south through a complex irrigation ditch network involving both open and buried segments. At its southernmost extent and after water conveyed by this ditch has mixed with other irrigation ditches, one of the numerous lateral ditches appears to flow into Flat Creek.

SOILS

The soil types mapped within the study area include Tineman Gravelly Loam, Grobutte-Thayne Gravelly Loams and Charlos Variant Loam (Young 1982; Appendix 1-Exhibit 5). None of these soils are listed on the National List of Hydric Soils (USDA 2015).

Tineman gravelly loam – These soils are very deep soils formed in non-calcareous alluvium and glacial till at elevations ranging from 6,000 to 7,000 feet along the Snake River. They occur on nearly level to steep alluvial fans, stream terraces, mountains and moraines. Soil permeability is moderate, surface runoff is slow to moderate, the available water capacity is low, and erosion potential is slight. The typical profile includes a surface layer of brown gravelly loam about 7 inches thick. The upper 8 inches of the subsoil is brown gravelly loam, and the lower 12 inches is light brown very gravelly sandy loam, with a light brown extremely gravelly substratum. The average annual precipitation is 15 to 24 inches. These soils are well to somewhat excessively drained, but a water table may be present in some soils below 36 inches. These soils are used for irrigated cropland, rangeland, homesites and other community uses, recreation, and wildlife habitat. Native vegetation is big sagebrush, bluebunch wheatgrass, prairie junegrass, and bluegrass.

Grobutte-Thayne complex – This soil complex consists of steep gravelly loam soils, which were formed in alluvium and are found on south and west facing slopes of buttes and foothills. The soils are well drained, very deep soils with moderate permeability. Surface runoff is rapid, and the erosion potential is high. The complex consists of about 50% Grobutte gravelly loam, 20% each of Thayne and Greyback gravelly loams, and 10% of Crow Creek and Rock outcrop soils. The typical soil profile of Grobutte soils consists of 4 inches of light brownish gray gravelly loam (surface), 6 inches of light gray gravelly loam (subsoil), and 60 inches or more of light gray very gravelly sandy loam (substratum). The typical profile of Thayne soils shows a 6-inch surface layer of grayish brown gravelly loam; a 28-inch subsoil layer of pale brown gravelly loam; and a 60-inch thick or more layer of light gray extremely gravelly sandy loam substratum. Vegetation is typically dominated by grasses and shrubs such as sagebrush, rabbitbrush, and antelope bitterbrush.

Charlos Variant loam – These soils are very deep, somewhat poorly drained, and formed in alluvium. Permeability and water capacity are moderate. These soils generally occur on nearly level land such as floodplains or low terraces. The water table is generally at a depth of between one and 3 feet during the growing season. The typical profile includes a surface layer of grayish brown loam 7 inches thick, underlain by more than 30 inches of light brownish gray clay loam. The clay loam is underlain by 22 inches of light brownish gray extremely gravelly loamy sand to a depth of 60 inches or more. The depth to the extremely gravelly loamy sand is generally 20 to 40 inches. Vegetation is often limited to grasses and sedges due to a high water table; therefore, these soils are frequently used for irrigated hay or pasture.

WETLAND DELINEATION

METHODS

A routine wetland delineation was performed as part of the aquatic resources inventory in June 2015 using the 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0). Biota adhered to guidance provided by the USACE-Wyoming Regulatory Office outlining documentation requirements for an Aquatic Resources Inventory (USACE 2011). Sample points were established based on topographical setting; and soils, hydrology, and vegetation were characterized at each sample point.

Preliminary data were gathered from several sources including the US Fish and Wildlife Service's National Wetlands Inventory (NWI) mapping; the National Wetland Plant List (Lichvar et al. 2012); and color aerial photography provided by Teton County taken between 1999 and 2013.

Data associated with the wetland delineation were collected from 2 sample plots and recorded onto wetland delineation datasheets from the 2010 USACE Regional Supplement (Appendix 2). Wetland boundaries were mapped with the assistance of a Trimble GeoXT resource-grade GPS unit and multiple aerial photography datasets. Photographic documentation of wetlands and sample plots are presented in Appendix 3.

RESULTS

NWI mapping depicts only uplands within the study area. Field data collected during this study showed that definitional wetlands were present within the study area. Subsequent mapping of wetland boundaries revealed that approximately 0.02 acres (1,056 sq ft) of the study area conformed to the definitional criteria for wetlands per the 1987 USACE Manual and the 2010 USACE Regional Supplement. Of the 2 sample plots, 1 plot met all 3 wetland criteria and was determined to be located in wetlands. One sample plot did not meet all 3 wetland criteria and was located in an upland area (Table 1). Wetland locations and sample plots are depicted in Appendix 1-Exhibit 6.

Table 1. Summary of individual sample plots and wetland criteria for the Presbyterian Church of Jackson Hole study area. (Are criteria met and is it a wetland? N=No and Y=Yes)

Sample Point	Hydrophytic Vegetation	Wetland Hydrology	Hydric Soils	Wetland Determination
SP1	Y	Y	Y	Y
SP2	Y	N	N	N

WETLAND TYPES

Palustrine Emergent Wetlands

Vegetation - Vegetation within the emergent wetland sample plot was dominated by *Carex nebrascensis*.

Hydrology – Study area emergent wetlands exist as a fringe along the irrigation ditch, and the source of hydrologic support for these wetlands is the irrigation ditch. The hydrologic regime of delineated wetlands appears to be seasonally flooded. Primary wetland hydrology indicators found in emergent wetland sample plots included high water table (A2) and saturation (A3), with positive FAC-neutral tests (D5) and geomorphic position as secondary indicators (D2). In its absence of water conveyed by the irrigation ditch, wetlands can be expected to revert to uplands.

Soils – The only hydric soil indicator found in the emergent wetland sample plot was “other”. This indicator was used because these are problem area soils that have been disturbed and mixed as a result of ditch construction and maintenance activities. No redoximorphic features were present. The soils were considered hydric due to the presence of a strongly hydrophytic plant community and active wetland hydrology.

Table 2. Summary of aquatic resources within the Presbyterian Church of Jackson Hole study area.

Aquatic Resource Feature	Aquatic Resource Type	Sample Point ID	Wetland Type (Cowardin)	Area (Acres)	Area (Sq Ft)	Notes	Photos
W1	Emergent Wetland	SP1	PEMC	0.02	1,056	Fringe along the ditch channel	P1, P2
D1	Ditch	na	na	na	na	Irrigation ditch; 220 lineal feet	P1

SUMMARY AND CONCLUSIONS

A routine wetland delineation was performed as part of an ARI of the 6.7-acre Presbyterian Church of Jackson Hole study area. Field data collected from 2 sample plots showed that about 0.02 acres of the study area conformed to wetland definitional criteria per the USACE 1987 Wetland Delineation Manual and the 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0). Wetlands were classified as palustrine emergent and located along the irrigation ditch that bisects the study area. These fringe wetlands would likely revert to uplands in the absence of hydrologic support provided by the irrigation ditch. A lateral of the irrigation ditch, once its water has co-mingled with water conveyed by other ditches, appears to potentially provide return flows to Flat Creek. Because of the small size of the wetlands and accuracy limitations associated with our Trimble resource-grade GPS, wetland boundaries were mapped via GIS with the assistance of multiple aerial photography datasets, including color-infrared photography.

LITERATURE CITED

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- USDA. 2014. National Hydric Soils List by State. USDA Natural Resources Conservation Service. <http://soils.usda.gov/use/hydric/lists/state.html>.
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APPENDIX 1 – EXHIBITS

- 1) Location and topography of the Presbyterian Church of Jackson Hole Property, Teton County, Wyoming.
- 2) Aerial photograph depicting the Presbyterian Church of Jackson Hole study area, Teton County, Wyoming.
- 3) Aerial photograph depicting surface waters within the Presbyterian Church of Jackson Hole study area, Teton County, Wyoming.
- 4) Aerial photograph depicting a zoomed-out view of surface waters within the Presbyterian Church of Jackson Hole study area, Teton County, Wyoming.
- 5) Aerial photograph depicting mapped soils within the Presbyterian Church of Jackson Hole study area, Teton County, Wyoming.
- 6) Aerial photograph depicting the results of the ARI within the Presbyterian Church of Jackson Hole study area, Teton County, Wyoming.

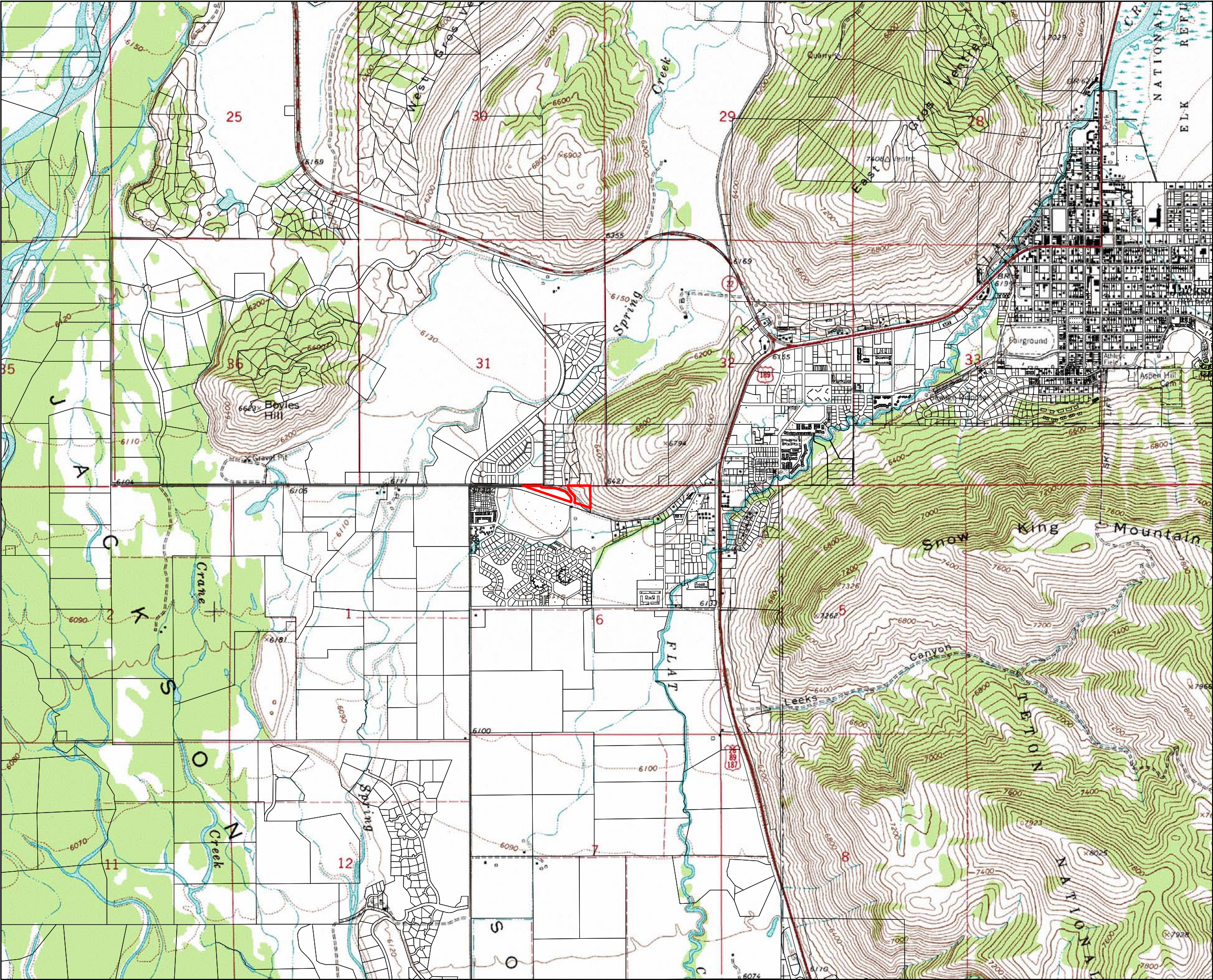


Exhibit 1
Location and topography of the Presbyterian
Church of Jackson Hole ARI study area,
Teton County, Wyoming.

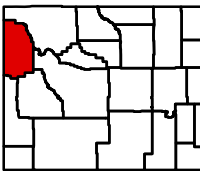
July 1, 2015

Approximate Scale: 1 inch = 2,000 feet

LEGEND

-  ARI Study Area
-  Platted Parcels

Teton County



Wyoming



research & consulting inc.



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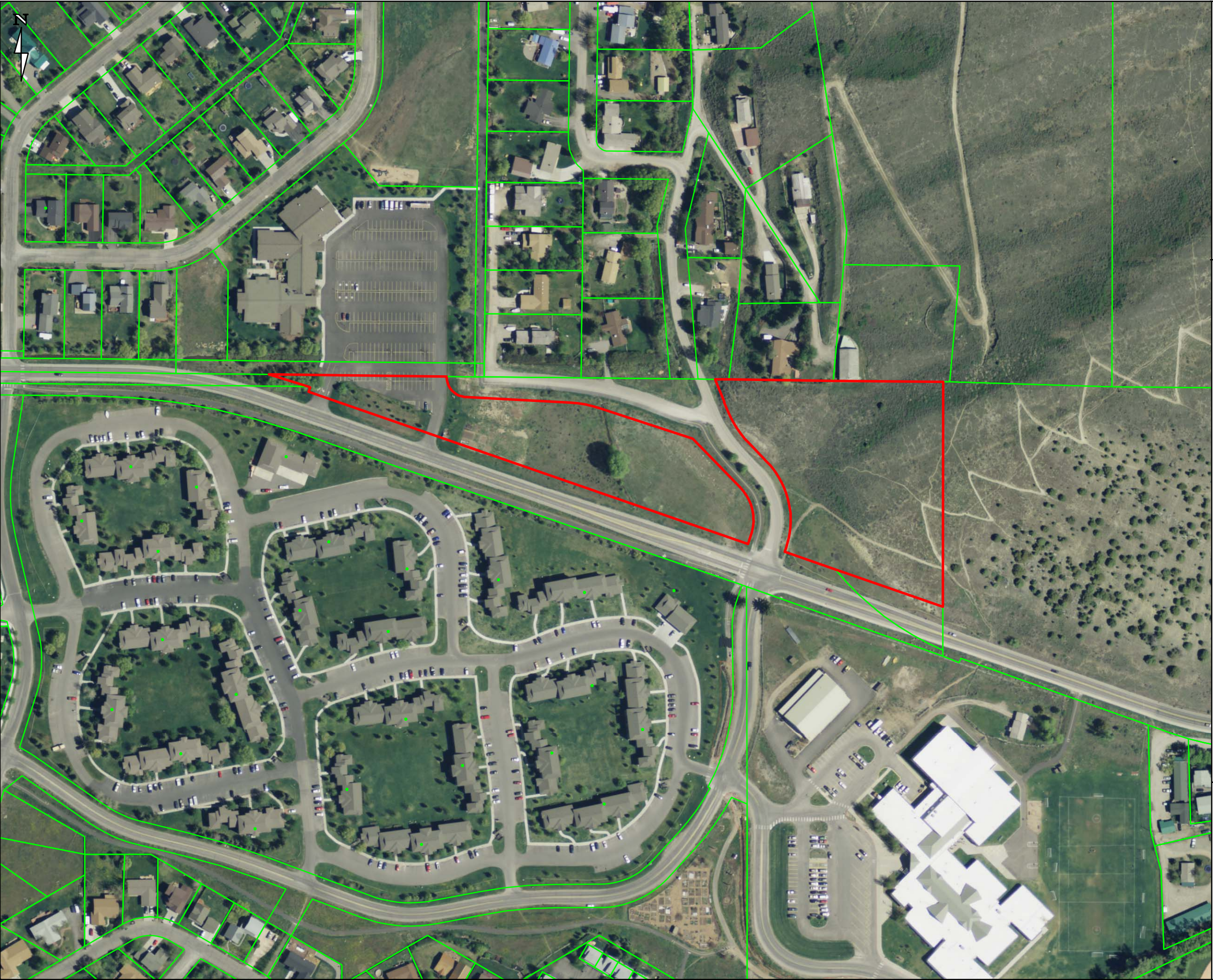


Exhibit 2
Aerial photograph depicting the Presbyterian
Church of Jackson Hole ARI study area,
Teton County, Wyoming.

July 1, 2015

Approximate Scale: 1 inch = 200 feet
2013 Aerial Photography

Legend

-  ARI Study Area
-  Platted Parcels



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Exhibit 3
Aerial photograph depicting surface waters
within the Presbyterian Church of Jackson Hole
ARI study area, Teton County, Wyoming.

July 1, 2015

Approximate Scale: 1 inch = 120 feet
2013 Aerial Photography

Legend

	ARI Study Area
	Irrigation Ditch



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Exhibit 4
Aerial photograph depicting a zoomed-out view
of surface waters in the vicinity of the
Presbyterian Church of Jackson Hole ARI study
area, Teton County, Wyoming.

July 1, 2015

Approximate Scale: 1 inch = 1,000 feet
2013 Aerial Photography

Legend

-  ARI Study Area
-  Irrigation Ditch
-  Irrigation Ditch (Buried)



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Exhibit 5
Aerial photograph depicting USDA mapped soils
within the Presbyterian Church of Jackson Hole
ARI study areas, Teton County, Wyoming.

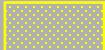
July 1, 2015

Approximate Scale: 1 inch = 120 feet
2013 Aerial Photography

Legend

 ARI Study Area

NRCS Soil Mapping Units

 Tineman Gravelly Loam (Wet)

 Charlos Variant Loam

 Grobutte-Thayne Gravelly Loams



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Exhibit 6
Aerial photograph depicting the results of the
ARI within the Presbyterian Church of Jackson
Hole ARI study area, Teton County, Wyoming.

July 1, 2015

Approximate Scale: 1 inch = 120 feet
2013 Color Aerial Photography

Legend

-  ARI Study Area
-  Irrigation Ditch (D1)
-  Emergent Wetland (W1)
-  Sample Plot
-  Photopoint

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B i o t a

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APPENDIX 2 – WETLAND DETERMINATION DATA FORMS

WETLAND DETERMINATION DATA FORM - Western Mountains, Valleys, and Coast Region

Project/Site: Presbyterian Church City/County: Teton Sampling Date: 30-Jun-15
 Applicant/Owner: Presbytetian Church of Jackson Hole State: Wyom Sampling Point: SP 1
 Investigator(s): K. Werlin Section, Township, Range: S 6 T 40N R 116W
 Landform (hillslope, terrace, etc.): Floodplain Local relief (concave, convex, none): flat Slope: 0.0 % / 0.0 °
 Subregion (LRR): LRR E Lat.: 43.46489400 Long.: -110.80623200 Datum: NAD 83
 Soil Map Unit Name: Charlos Variant Loam NWI classification: Upland

Are climatic/hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no, explain in Remarks.)
 Are Vegetation ☐ , Soil ☐ , or Hydrology ☐ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No ☐
 Are Vegetation ☐ , Soil ☐ , or Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

Summary of Findings - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes ☒ No ☐	Is the Sampled Area within a Wetland? Yes ☒ No ☐
Hydric Soil Present? Yes ☒ No ☐	
Wetland Hydrology Present? Yes ☒ No ☐	
Remarks: edge of irrigation ditch	

VEGETATION - Use scientific names of plants.

Tree Stratum (Plot size: _____)	Absolute % Cover	Dominant Species? Rel.Strat. Cover	Indicator Status	Dominance Test worksheet: Number of Dominant Species That are OBL, FACW, or FAC: <u>1</u> (A) Total Number of Dominant Species Across All Strata: <u>1</u> (B) Percent of dominant Species That Are OBL, FACW, or FAC: <u>100.0%</u> (A/B)
1. _____	0	☐ 0.0%	_____	
2. _____	0	☐ 0.0%	_____	
3. _____	0	☐ 0.0%	_____	
4. _____	0	☐ 0.0%	_____	
		= Total Cover		Prevalence Index worksheet: Total % Cover of: _____ Multiply by: _____ OBL species <u>85</u> x 1 = <u>85</u> FACW species <u>10</u> x 2 = <u>20</u> FAC species <u>15</u> x 3 = <u>45</u> FACU species <u>10</u> x 4 = <u>40</u> UPL species <u>0</u> x 5 = <u>0</u> Column Totals: <u>120</u> (A) <u>190</u> (B) Prevalence Index = B/A = <u>1.583</u>
Sapling/Shrub Stratum (Plot size: _____)				
1. _____	0	☐ 0.0%	_____	
2. _____	0	☐ 0.0%	_____	
3. _____	0	☐ 0.0%	_____	
4. _____	0	☐ 0.0%	_____	Hydrophytic Vegetation Indicators: ☒ 1 - Rapid Test for Hydrologic Vegetation ☒ 2 - Dominance Test is > 50% ☒ 3 - Prevalence Index is ≤3.0 ¹ ☐ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ☐ 5 - Wetland Non-Vascular Plants ¹ ☐ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
5. _____	0	☐ 0.0%	_____	
		= Total Cover		
Herb Stratum (Plot size: <u>1-meter radius</u>)				
1. <u>Carex nebrascensis</u>	85	☒ 70.8%	OBL	
2. <u>Epilobium ciliatum</u>	5	☐ 4.2%	FACW	
3. <u>Myosotis scorpioides</u>	5	☐ 4.2%	FACW	
4. <u>Poa pratensis</u>	15	☐ 12.5%	FAC	
5. <u>Solidago canadensis</u>	10	☐ 8.3%	FACU	
6. _____	0	☐ 0.0%	_____	
7. _____	0	☐ 0.0%	_____	
8. _____	0	☐ 0.0%	_____	
9. _____	0	☐ 0.0%	_____	
10. _____	0	☐ 0.0%	_____	
11. _____	0	☐ 0.0%	_____	
		= Total Cover		
Woody Vine Stratum (Plot size: _____)				Hydrophytic Vegetation Present? Yes ☒ No ☐
1. _____	0	☐ 0.0%	_____	
2. _____	0	☐ 0.0%	_____	
		= Total Cover		
% Bare Ground in Herb Stratum: <u>0</u>				
Remarks:				

*Indicator suffix = National status or professional decision assigned because Regional status not defined by FWS.

Soil

Sampling Point: SP 1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)									
Depth (inches)	Matrix		Redox Features				Texture	Remarks	
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²			
0-13	10YR	3/1	85				Silt Loam		
13-20								coarse alluvium	

¹Type: C=Concentration. D=Depletion. RM=Reduced Matrix, CS=Covered or Coated Sand Grains ²Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)		Indicators for Problematic Hydric Soils ³ :
☐ Histosol (A1)	☐ Sandy Redox (S5)	☐ 2 cm Muck (A10)
☐ Histic Epipedon (A2)	☐ Stripped Matrix (S6)	☐ Red Parent Material (TF2)
☐ Black Histic (A3)	☐ Loamy Mucky Mineral (F1) (except in MLRA 1)	☒ Other (Explain in Remarks)
☐ Hydrogen Sulfide (A4)	☐ Loamy Gleyed Matrix (F2)	
☐ Depleted Below Dark Surface (A11)	☐ Depleted Matrix (F3)	
☐ Thick Dark Surface (A12)	☐ Redox Dark Surface (F6)	
☐ Sandy Muck Mineral (S1)	☐ Depleted Dark Surface (F7)	
☐ Sandy Gleyed Matrix (S4)	☐ Redox depressions (F8)	

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):
Type: _____
Depth (inches): _____

Hydric Soil Present? Yes ☒ No ☐

Remarks:
disturbed/mixed soils from history of ditch maintenance, assumed hydric due to presence of hydrophytic vegetation community and active wetland hydrology

Hydrology

Wetland Hydrology Indicators:		
Primary Indicators (minimum of one required; check all that apply)		Secondary Indicators (minimum of two required)
☐ Surface Water (A1)	☐ Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)	☐ Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)
☒ High Water Table (A2)	☐ Salt Crust (B11)	☐ Drainage Patterns (B10)
☒ Saturation (A3)	☐ Aquatic Invertebrates (B13)	☐ Dry Season Water Table (C2)
☐ Water Marks (B1)	☐ Hydrogen Sulfide Odor (C1)	☐ Saturation Visible on Aerial Imagery (C9)
☐ Sediment Deposits (B2)	☐ Oxidized Rhizospheres on Living Roots (C3)	☒ Geomorphic Position (D2)
☐ Drift deposits (B3)	☐ Presence of Reduced Iron (C4)	☐ Shallow Aquitard (D3)
☐ Algal Mat or Crust (B4)	☐ Recent Iron Reduction in Tilled Soils (C6)	☒ FAC-neutral Test (D5)
☐ Iron Deposits (B5)	☐ Stunted or Stressed Plants (D1) (LRR A)	☐ Raised Ant Mounds (D6) (LRR A)
☐ Surface Soil Cracks (B6)	☐ Other (Explain in Remarks)	☐ Frost Heave Hummocks (D7)
☐ Inundation Visible on Aerial Imagery (B7)		
☐ Sparsely Vegetated Concave Surface (B8)		

Field Observations:		
Surface Water Present?	Yes ☐ No ☒	Depth (inches): 0
Water Table Present?	Yes ☒ No ☐	Depth (inches): 3
Saturation Present? (includes capillary fringe)	Yes ☒ No ☐	Depth (inches): 2

Wetland Hydrology Present? Yes ☒ No ☐

Describe Recorded Data (stream gauge, monitor well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM - Western Mountains, Valleys, and Coast Region

Project/Site: Presbyterian Church City/County: Teton Sampling Date: 26-Jun-15
 Applicant/Owner: Presbytetian Church of Jackson Hole State: Wyom Sampling Point: **SP 2**
 Investigator(s): K. Werlin Section, Township, Range: S 6 T 40N R 116W
 Landform (hillslope, terrace, etc.): Flat Local relief (concave, convex, none): flat Slope: 0.0 % / 0.0 °
 Subregion (LRR): LRR E Lat.: 43.46493400 Long.: -110.80615800 Datum: NAD 83
 Soil Map Unit Name: Charlos Variant Loam NWI classification: Upland

Are climatic/hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no, explain in Remarks.)
 Are Vegetation ☐ , Soil ☐ , or Hydrology ☐ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No ☐
 Are Vegetation ☐ , Soil ☐ , or Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

Summary of Findings - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes ☒ No ☐ Hydric Soil Present? Yes ☐ No ☒ Wetland Hydrology Present? Yes ☐ No ☒	Is the Sampled Area within a Wetland? Yes ☐ No ☒
Remarks: near irrigation ditch	

VEGETATION - Use scientific names of plants.

Tree Stratum (Plot size: _____)	Absolute % Cover	Dominant Species? Rel.Strat. Cover	Indicator Status	Dominance Test worksheet:
1. _____	0	☐ 0.0%	_____	Number of Dominant Species That are OBL, FACW, or FAC: <u>1</u> (A) Total Number of Dominant Species Across All Strata: <u>1</u> (B) Percent of dominant Species That Are OBL, FACW, or FAC: <u>100.0%</u> (A/B)
2. _____	0	☐ 0.0%	_____	
3. _____	0	☐ 0.0%	_____	
4. _____	0	☐ 0.0%	_____	
		= Total Cover		Prevalence Index worksheet: Total % Cover of: _____ Multiply by: _____ OBL species <u>0</u> x 1 = <u>0</u> FACW species <u>0</u> x 2 = <u>0</u> FAC species <u>90</u> x 3 = <u>270</u> FACU species <u>30</u> x 4 = <u>120</u> UPL species <u>5</u> x 5 = <u>25</u> Column Totals: <u>125</u> (A) <u>415</u> (B) Prevalence Index = B/A = <u>3.320</u>
Sapling/Shrub Stratum (Plot size: _____)				
1. _____	0	☐ 0.0%	_____	
2. _____	0	☐ 0.0%	_____	
3. _____	0	☐ 0.0%	_____	
4. _____	0	☐ 0.0%	_____	
5. _____	0	☐ 0.0%	_____	
		= Total Cover		
Herb Stratum (Plot size: <u>2-meter radius</u>)				
1. <u>Bromus inermis</u>	90	☒ 72.0%	FAC	
2. <u>Galium boreale</u>	10	☐ 8.0%	FACU	
3. <u>Elymus glaucus</u>	20	☐ 16.0%	FACU	
4. <u>Tragopogon dubius</u>	5	☐ 4.0%	UPL	
5. _____	0	☐ 0.0%	_____	
6. _____	0	☐ 0.0%	_____	
7. _____	0	☐ 0.0%	_____	
8. _____	0	☐ 0.0%	_____	
9. _____	0	☐ 0.0%	_____	
10. _____	0	☐ 0.0%	_____	
11. _____	0	☐ 0.0%	_____	
		= Total Cover		
Woody Vine Stratum (Plot size: _____)				
1. _____	0	☐ 0.0%	_____	
2. _____	0	☐ 0.0%	_____	
		= Total Cover		
% Bare Ground in Herb Stratum: <u>0</u>				Hydrophytic Vegetation Indicators: ☐ 1 - Rapid Test for Hydrologic Vegetation ☒ 2 - Dominance Test is > 50% ☐ 3 - Prevalence Index is ≤3.0 ¹ ☐ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ☐ 5 - Wetland Non-Vascular Plants ¹ ☐ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
				Hydrophytic Vegetation Present? Yes ☒ No ☐
Remarks:				

*Indicator suffix = National status or professional decision assigned because Regional status not defined by FWS.

Soil

Sampling Point: SP 2

[illegible]

Hydrology

Wetland Hydrology Indicators			
Primary Indicators (minimum of one required; check all that apply)		Secondary Indicators (minimum of two required)	
☐ Surface Water (A1)	☐ Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)	☐ Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)	
☐ High Water Table (A2)	☐ Salt Crust (B11)	☐ Drainage Patterns (B10)	
☐ Saturation (A3)	☐ Aquatic Invertebrates (B13)	☐ Dry Season Water Table (C2)	
☐ Water Marks (B1)	☐ Hydrogen Sulfide Odor (C1)	☐ Saturation Visible on Aerial Imagery (C9)	
☐ Sediment Deposits (B2)	☐ Oxidized Rhizospheres on Living Roots (C3)	☐ Geomorphic Position (D2)	
☐ Drift deposits (B3)	☐ Presence of Reduced Iron (C4)	☐ Shallow Aquitard (D3)	
☐ Algal Mat or Crust (B4)	☐ Recent Iron Reduction in Tilled Soils (C6)	☐ FAC-neutral Test (D5)	
☐ Iron Deposits (B5)	☐ Stunted or Stressed Plants (D1) (LRR A)	☐ Raised Ant Mounds (D6) (LRR A)	
☐ Surface Soil Cracks (B6)	☐ Other (Explain in Remarks)	☐ Frost Heave Hummocks (D7)	
☐ Inundation Visible on Aerial Imagery (B7)			
☐ Sparsely Vegetated Concave Surface (B8)			
Field Observations: Surface Water Present? Yes ☐ No ☒ Depth (inches): 0 Water Table Present? Yes ☐ No ☒ Depth (inches): 0 Saturation Present? (includes capillary fringe) Yes ☐ No ☒ Depth (inches): 0 Wetland Hydrology Present? Yes ☐ No ☒			
Describe Recorded Data (stream gauge, monitor well, aerial photos, previous inspections), if available:			
Remarks: dry and highly compacted soil			

APPENDIX 3 – PHOTOGRAPHIC DOCUMENTATION



Photograph P1. Photograph depicting the topographic setting of Sample Plot #1, looking northwest.



Photograph P2. Photograph depicting the soil pit and profile for Sample Plot #1.



Photograph P3. Photograph depicting the topographic setting of Sample Plot #2, looking north.



Photograph P4. Photograph depicting the soil pit and profile for Sample Plot #2.



Photograph P5. Photograph depicting the view from photopoint PP1, looking northwest.



Photograph P6. Photograph depicting the view from photopoint PP2, looking southeast.



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
WYOMING REGULATORY OFFICE
2232 DELL RANGE BOULEVARD, SUITE 210
CHEYENNE WY 82009-4942

June 20, 2023

Michael Halpin
The Presbyterian Church of Jackson Hole
P.O. Box 610
Jackson, Wyoming 83001
mike@halpinmail.com

Dear Mr. Halpin:

This letter is in response to a request we received on April 26, 2023, to review and verify the *Aquatic Resources Inventory (ARI) for the Presbyterian Church of Jackson Hole, study area in Teton County, Wyoming* dated April 17, 2023. The study area includes two parcels with a total area of 6.7 acres in the NE ¼ NW ¼ of Section 6, Township 40 North, Rang 116 West, Teton County, Wyoming (Centroid: Latitude 43.465089°, Longitude -110.805402°).

The U.S. Army Corps of Engineers regulates placement of dredged and fill material into waters of the United States under Section 404 of the Clean Water Act (33 U.S.C. 1344). The term "waters of the United States" has been broadly defined by statute, regulation, and judicial interpretation to include most streams, canals, reservoirs, lakes and adjacent wetlands. The Corps' regulations are published in the *Code of Federal Regulations* as 33 CFR Parts 320 through 332. Information on Section 404 requirements in Wyoming can be obtained from our website at: <http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Wyoming.aspx>

Based on documentation in the report, I determined that methods BRCI used to identify wetlands at the property are consistent with the requirements of the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys and Coast Region (Version 2.0)*. Therefore, in the report, provides an accurate depiction of boundaries for all wetlands and other surface waters within the study area. This verification of delineation results is valid for a period of 5 years, until **June 20, 2028**, unless new information warrants a modification.

The results identify of 0.02 acre of palustrine emergent wetland adjacent to an excavated ditch that may function as a tributary of Flat Creek, a tributary of the Snake River, which is a traditional navigable water. Therefore, the ditch and 0.02 acre of wetland in the study area are likely to be waters of the United States as defined as 33 CFR Part 328.3 (a)(5) and (7).

Please understand that the purpose of this letter is to verify the accuracy of an aquatic resources inventory only, which does not constitute of any type of jurisdictional

determination. An extensive evaluation in accordance with administrative procedures, under the current regulatory regime, implemented by Headquarters of the U.S. Environmental Protection Agency and U.S. Army Corps of Engineers, is required before exerting jurisdiction over many streams and wetlands.

The administrative procedure described above is not necessary prior to undertaking activities authorized by nationwide permits. Nationwide permits were published in the *Federal Register* January 13, 2021 (86 FR 7244) and December 27, 2021 (86 FR 73522) and are available until March 14, 2026. Additional information on nationwide permits is available from our website or office should impacts to aquatic resources be unavoidable.

Thank you for your interest in cooperating with requirements of the Corps' regulatory program. Please contact me at juliana.santarelli@usace.army.mil or (307) 772-2300 and reference file NWO-2015-01719 if you have any questions about jurisdictional determination procedures or permit requirements.

Sincerely,



Juliana J. Santarelli
Project Manager
Wyoming Regulatory Office

Copy Furnished:

Kent Werlin
Biota Research and Consulting, Inc.
P.O. Box 8578
Jackson, Wyoming 83002

SECTION 6 – ADDITIONAL MATERIALS

- **APPLICATION**
- **RESPONSE TO CHECKLIST**
- **LETTER - FOUR LAZY F to TOWN OF JACKSON**
- **NEIGHBORHOOD MEETING SUMMARY**
- **DEED**
- **LETTER of AUTHORIZATION**
- **TITLE REPORT**
- **COTTONWOOD PARK MASTER PLAN**



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: Presbyterian Church of Jackson Hole Workforce Housing
Physical Address: PT. NE1/4NW1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL 1
Lot, Subdivision: _____ PIDN: 22-40-16-06-2-00-006

PROPERTY OWNER.

Name: Presbyterian Church of Jackson Hole Phone: _____
Mailing Address: PO BOX 7530, JACKSON, WY ZIP: 83001
E-mail: mike@halpinmail.com

APPLICANT/AGENT.

Name: Jorgensen Associates Phone: 307-733-5150
Mailing Address: PO Box 9550 Jackson WY ZIP: 83002
E-mail: mdi@jorgeng.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ _____ Applicant/Agent

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

Use Permit

_____ Basic Use
☒ Conditional Use
_____ Special Use

Relief from the LDRs

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

Physical Development

_____ Sketch Plan
☒ Development Plan
_____ Design Review

Subdivision/Development Option

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

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

☒ other: Master Plan Amendn
_____ Environmental Analysis

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

Pre-application Conference #: P22-161 Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: _____

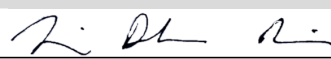
SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type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

Have you attached the following?

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

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

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


Signature of Property Owner or Authorized Applicant/Agent

Mila Dunbar-Irwin
Name Printed

Jan 10, 2024
Date

Deputy Planning Manager
Title



PRE-APPLICATION CONFERENCE SUMMARY

Planning & Development Department Planning Division

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

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

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

PRE-APPLICATION MEETING GENERAL INFORMATION.

PAP#: P22-161
Date of Conference: 8/17/22 & 11/10/22
Planning Staff: Tyler Valentine

PROJECT.

Name/Description: Presbyterian Church Housing
Physical Address: 1251 South Park Loop Road & the 2 parcels to the east (Parcel 1 and Parcel 2)
Lot, Subdivision: _____ PIDN: _____
Zoning District(s): Indian Trails PUD (NL-3 underlining zoning) & Cottonwood Park PUD (NL-3 underlining zoning)
Overlay(s): n/a

STAKEHOLDERS.

Applicant: Jorgensen Associates
Owner: Presbyterian Church of JH
Agent: _____

REQUIRED APPLICATIONS. *This project will require the following applications:*

Application	Reason	Fee
PUD Amendment	Required for both Indian Trails and Cottonwood PUDs for density transfer, to allow the new institutional use on Parcel 1, to transfer the unit from Parcel 2 to Parcel 1, and to allow apartment/attached single family to Cottonwood PUD.	\$1,803
Development Plan	Required to subdivide Parcel 1	\$3,005
Conditional Use Permit	Required for the new institutional use on Parcel 1	\$601
Subdivision Plat Amendment	Required to change the plat map and T-map references to density and use.	\$1,202 + technical review fees

Subdivision Plat	Required to subdivide Parcel 1	\$1,202 + technical review fees
Grading Pre-App	Required prior to Building Permit for site disturbance greater than 3,000 sf or required at Town Engineer's discretion.	\$180
Building Permit	Required for new structures.	TBD

MEETING ATTENDEES:

Name	Company	Phone/Email
Tyler Valentine	Town Planning	(307) 733-0440 x1305
Mila Dunbar-Irwin	Jorgensen Associates	(307) 733-5150
Brendan Schulte	Jorgensen Associates	(307) 733-5150
Alex Norton	OPS Strategies	(307) 690-9892
Mike Halpin	Property Owner	mike@halpinmail.com

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

The following timelines are generally applicable:

Application Types:	Sufficiency	Decision-Maker	Timeline
PUD Amendment	14 days	Town Council	120-150 days
Development Plan	14 days	Town Council	120-150 days
Conditional Use Permit	14 days	Town Council	120-150 days
Subdivision Plat	14 days	Town Council	90-120 days
Grading Pre-App	14 days	Town Engineer	3-4 weeks
Building Permit	1 week	Building Official	First round review is typically 4 weeks.

Checklist Key.

✓ **Required.** Applicant must demonstrate compliance with this requirement.

N/A **Not Applicable.** Review requirement is not applicable to this project.

General Information

Requirement

Notes

√	Planning Permit Application. The application should list all pertinent permits (use, physical development, interpretation, relief from the LDRs, Development Option/Subdivisions, Amendments to the LDRs) for which you are applying.	
√	Notarized Letter of Authorization. See "Permit and Applications" section on Planning Department website for copy of form.	Required If applicant is different than owner.
√	Application Fees. Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.	Please see above.
√	Review fees. The applicant is responsible for paying any review fees and expenses from consulting services necessitated by the review of the application by the County Surveyor, Town Engineer, Title Company and any other required consultant. Such fees shall be paid prior to approval of the permit.	
√	Mailed Notice fee. See Section 8.2.14.C.2 for notice requirements. If mailed notices are required, the applicant is responsible for paying for any mailing in excess of 25 notices.	Landowners within two hundred (200) feet of the land subject to the application. Done by Town Staff.
√	Digital Format. All applications submitted to the Town Planning Department must be submitted in digital format.	Please provide digital copy with application.
√	Response to Submittal Checklist. All applications require response to applicable review standards. For applications where a pre-application conference is required, applicable standards are identified below. If a pre-application conference is optional, see the submittal checklist for the relevant application type, established in the Administrative Manual.	This checklist serves as a guideline for process, but has additional concerns/recommendations throughout.
√	Title Report. A title report, title certificate or record document guarantee prepared within the last six months that includes evidence of ownership and all encumbrances on the subject property. Copies of the documents referenced in the report should not be submitted unless requested by the planner during review.	Required for plat
√	Narrative description of the proposed development. Describe in detail the existing condition of the property and the proposed development, use, or subdivision for which you are seeking approval.	
√	Findings for approval. Include in your narrative a response to the findings for approval found in LDR Sec. 8.3.2, as applicable.	
√	Proposed Development Program. Provide a table that summarizes the the projects compliance with the primary development standards (setbacks, heights, FAR, LSR, etc.).	
√	Site Plan. Provide a detailed site plan of the proposed project. A list of minimum standards for a site plan are established in the Administrative Manual.	Please provide site plan to scale and dimensioned.
√	Floor Plans. Include floor plans for any existing buildings that will be occupied by a proposed use. If changes to existing buildings are proposed, indicate those on the floor plans.	Please provide site plan to scale and dimensioned.

N/A	Neighborhood Meeting Summary. See Section 8.2.3 for Neighborhood Meeting requirements.	Optional.
√	Posted Notice. See Section 8.2.14.C.4 for Posted Notice requirements for all public hearings.	

ARTICLES 2 (COMPLETE NEIGHBORHOODS), 3 (RURAL AREA ZONES), and 4 (SPECIAL PURPOSE ZONES).

Applicable Zone: Indian Trails and Cottonwood PUD (NL-3 Underlining zoning)

Applicable LDR Section: _____

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

Requirement	Notes
√ Structure Location and Mass (setbacks, height, FAR, etc.)	
N/A Maximum Scale of Development (individual building size)	
N/A Design Review (Design Guidelines and Design Review Committee)	
√ Site Development (Driveway and Access limits)	
√ Landscaping (see Div. 5.5 for more information)	
√ Fencing (see Sec. 5.1.2 for more information)	
N/A Environmental Standards (see Div. 5.1 and 5.2 for more information)	
• Natural Resource Buffers • Irrigation Ditch Setback • Wild Animal Feeding • Natural Resource Overlay Standards • Bear Conflict Area Standards	
√ Scenic Standards (see Div. 5.3 for more information)	Provide exterior lighting worksheet with building permit submittal, provide manufacturer cut sheets.
• Exterior Lighting • Scenic Resource Overlay (SRO) Standards	
√ Natural Hazards to Avoid (see Div. 5.4 for more information)	Only if applicable
• Steep Slopes • Areas of Unstable Soils • Fault Areas • Floodplains • Wildland Urban Interface	
N/A Signs (see Div. 5.6 for more information)	Signs approved separately.
√ Grading, Erosion Control, Stormwater (see Div. 5.7 for more information)	Grading pre-app will be required. All grading info will be included in the building permit.
• Grading • Erosion Control • Stormwater Management	

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

Requirement	Notes
<u>√</u> Allowed Uses (see Div. 6.1 for more information)	
<u>√</u> Parking (see Div. 6.2 for more information)	Show all parking dimensions including drive aisle width.
<u>√</u> Employee Housing (see Div. 6.3 for more information)	
<u>√</u> Maximum Scale of Use	
<u>√</u> Operational Standards (see Div. 6.4 for more information)	
• Outside Storage • Refuse and Recycling • Noise • Vibration • Electrical Disturbances • Fire and Explosive Hazards • Heat and Humidity • Radioactivity	

DEVELOPMENT OPTIONS. *Please see Subsection D in applicable Zone District for specific standards.*

Requirement	Notes
<u>√</u> Allowed Subdivision and Development Options (see Div. 7.1 and 7.2 for more information)	
<u>N/A</u> Residential Subdivision Requirements (see Div. 7.4 and 7.5 for more information)	
• School and Parks Exactions	
<u>√</u> Infrastructure (see Div. 7.6 and 7.7 for more information)	
• Transportation Facilities • Required Utilities	

OTHER APPLICABLE LDR STANDARDS

Requirement

Notes:

N/A

Division 1.9, Nonconformities

- 1.9.2 Nonconforming Physical Development
- 1.9.3 Nonconforming Uses
- 1.9.4 Nonconforming Development Options and Subdivisions
- 1.9.5 Nonconforming Signs

N/A

Division 7.3, Open Space Standards

- 7.3.3 Configuration and Location of Required Open Space
- 7.3.4 Use of Open Space
- 7.3.5 Physical Development Permitted in Open Space
- 7.3.6 Record of Restriction
- 7.3.7 Ownership of Open Space

ADDITIONAL COMMENTS

1. Can we build all 6 units from the Church Lots or do we have to reserve 1 of the church lots for the institutional use?

Response: At this time staff has not found evidence that 6 units can be built, neither on-site or off-site at Parcel 1, while the church exists. According to the plat, Lots 113-119 are called out as a school site or 7 residential lots. The plat does not indicate that both uses are allowed simultaneously. If the desire is to transfer 6 residential lots from the Indian Trails PUD to the Cottonwood PUD, the first step is a PUD Amendment to Indian Trails. If the density is granted and can be transferred, then a PUD Amendment is needed for Cottonwood to transfer the density and define what type of housing it can be and introduce institution uses.

2. With the break of institutional use into education and assembly is the church nonconforming or does the PUD interpretation continue to allow either assembly or education use?

Response: As this question relates to the church itself located within the Indian Trails PUD, the church was approved through a Sketch Plan and Development Plan and even though there was a break in institutional use (assembly and education) that occurred after the previous approvals, staff finds that the church use is in compliance. As this question relates to the interest of having a church-related use on Parcel 1, the applicant would have the opportunity to propose a church and/or school use as part of the Cottonwood PUD amendment. Currently, Parcel 1 does not allow either church or school and so the PUD amendment would answer the question of whether either of these uses could be permitted.

3. Are we limited to detached units given the underlying NL-3 zoning, or can we attach units to the assembly square footage as would be allowed for an accessory residential unit in a zone where nonresidential use is allowed?

Response: As staff understands it, ARUs are prohibited in the CC&Rs for both HOAs. It is staff's understanding that the current development right of 3 units on Parcel 1 is for detached single-family homes. If the unit from Parcel is transferred over to Parcel 1, the answer remains the same. With that being said, the transfer of density will require a PUD Amendment which can include a proposal for attached units.

4. Will a traffic study be required if it is either a solely residential project or if it is a mixed-use project?

Response: Unlikely. But this would be determined by the Town Engineer.

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

	Agency	Required for:
☒	Building Official	
☒	Town Attorney	
☒	Town Engineer	
☒	Title Company – for subdivision plat	
☒	County Surveyor – for subdivision plat	
☒	Jackson Hole Fire EMS	
☒	Housing Authority	
☐	Integrated Solid Waste & Recycling	
☐	National Park Service	
☒	Parks and Recreation Department	
☒	Pathways Coordinator	
☐	Public and Environmental Health	
☒	Police Department	
☐	Teton Conservation District	
☐	Teton County School District	
☐	Teton County (required when subdividing land within one mile of the Teton County)	
☐	U.S. Forest Service (if adjacent to or accessing through forest service lands)	
☐	Wyoming Department of Environmental Quality	
☐	Wyoming Department of Game & Fish	
☐	Other	

Town of Jackson, Wyoming
Planning and Zoning Department

November 9, 2023

Re: Density Unit Allocation within the Cottonwood Park Masterplan
Oliver Family and Four Lazy F Ranch Inc. to Presbyterian Church of Jackson Hole

To Whom it May Concern,

On behalf of the Board of Shareholders of the Four Lazy F Ranch Inc., PO Box 453, Jackson, WY 83001, I have been authorized to transfer 18 Density Units (DUs) held by Four Lazy F Ranch, Inc., to the Presbyterian Church of Jackson Hole for use on parcel 1 on the Exhibit A on T-312C.

In 1983, 785 DUs were allowed under the Cottonwood Park Masterplan. There are currently 55 DUs remaining and after this allocation of these 18 DUs, 37 will remain unallocated and in the possession of Four Lazy F, Inc.

We are aware of the Church's proposal to develop a 21-unit workforce housing development and offer our full support. It is for this reason that we have entered into an agreement with the Church to transfer to it the 18 DUs it needs to meet its 21 DU requirement for the proposed project.

Please let me know what else we may provide to support the Church's proposal or confirm the transfer of the 18 Density Units.

Sincerely,
DocuSigned by:

Charles S. Oliver

B117B3061CBE408...
Four Lazy F Ranch, Inc.

Charles S. Oliver
Vice President and Treasurer

EXHIBIT "A"

SECTION 6, T40N, R116W, 6th P.M., Teton County, Wyoming

PARCEL No. 1 is located in Lot 3 and Lot 4 of said Section 6 and is more particularly described as follows:

BEGINNING at a point which lies on the north line of said Lot 4 coincident with a portion of the south boundary of Indian Springs Ranch (a subdivision of record in said Office as Plat No. 757), and from which the northwest corner of said Section 6 bears N89°46'26"W, 1151.50 feet; -

thence along the north line of said Lot 3 and Lot 4 and said south boundary of Indian Springs Ranch, S89°46'26"E, 381.36 feet to the intersection with a non-tangent circular curve, from which the radius point bears S89°44'37"E, 44.00 feet;

thence southerly along the arc of said curve, through a central angle of 34°37'02", 26.58 feet to a corner of that 4.19 acre tract described as additional right-of-way for Teton County, Wyoming in that instrument of record in said Office in Book 301 of Photo, page 667-672;

thence along the boundary of said tract as follows:

continuing southerly along the arc of said curve, through a central angle of 52°58'10", 40.68 feet;

thence S87°19'41"E, 224.44 feet to the beginning of a circular curve, concave to the southwest with a radius of 250.00 feet;

thence southeasterly along the arc of said curve, through a central angle of 15°11'08", 66.26 feet;

thence S72°08'34"E, 207.83 feet;

thence S44°35'28"E, 146.36 feet to the beginning of a circular curve, concave to the west, with a radius of 100.00 feet;

thence southeasterly along the arc of said curve, through a central angle of 63°19'15", 110.52 feet;

thence S18°43'47"W, 19.70 feet;

thence N71°16'13"W, 997.69 feet;

thence along a radial bearing N18°43'47"E, 10.00 feet to the beginning of a circular curve, concave to the southwest, with a radius of 1482.38 feet;

thence northwesterly along the arc of said curve, through a central angle of 00°12'00", 5.17 feet;

thence departing said boundary and continuing northwesterly along the arc of said curve, through a central angle of 03°22'48", 87.45 feet to the POINT OF BEGINNING;

ENCOMPASSING an area of 2.93 acres, more or less;



NEIGHBORHOOD MEETING SUMMARY

A neighborhood meeting was held to discuss the proposed Presbyterian Church Housing Project. The meeting occurred between 4pm and 6pm on March 20th, 2023, and saw 11 attendees (see sign-in sheet). Issues discussed included the access road, parking, storage, density, and workforce deed restrictions. Participants suggested a shared entrance off South Park Loop Rd with the Church driveway as preferable to Montana Road, and cited reasons such as visibility, condition of Montana Rd, and not wanting to add to traffic at the intersection between Hi Country and Middle School Rd.

Comments were collected and included:

"Please keep a space for a community garden (as exists now)"

"Strongly suggest primary entrance (or an entrance) on South Park Loop Road – as merge onto Hi-Country from Montana Rd is blind"

"Please size the water and sewer so that Hi-Country subdivision could connect one day in the future"

"Too much density; stick with current entitlement"

"Do not like entrance on to Montana"

"No solid fuel in the firepit!"

"In looking at the most current site plan, I can see at a glance that there is not adequate parking. In the corner of the property at South Park Loop Rd and Montana Rd there is open space that could be useful for more parking. One parking space per unit does not work, it never has, especially in the winter."

"Too dense for lot size, maybe 8 units; add screening between Church boundary and Montana Rd; question ability of Montana Rd to handle additional traffic; where will people keep their cars and toys? Storage?"

Invitations were sent out to 56 addresses 12 days prior to the meeting. These included everyone within a 400' buffer of the property boundary, as well as nearby HOAs even if they were not within the boundary. The address list is attached. A public notice sign was posted on the property on March 9th and left up for 11 days prior to the meeting (photo attached).

Presbyterian Church of Jackson Hole

Neighborhood Meeting
Master Plan Amendment and Development Plan
Monday, March 20th, 2023

	NAME	PHYSICAL ADDRESS	EMAIL
1	KATHY BUCHNER	925 H. COUNTRY DR	KBUCHNER@WYOMING.COM
2	Maryellen Frank	825 Seneca Lane	maryellenfrank@gmail.com
3	Mark Thompson	780 H. COUNTRY DR	MARKTHOMPSON@Gmail
4	LINDA HANLON	995 MADDOX DR.	THEHANLONS@JHSR.COM
5	JOHN HANLON	995 MADDOX DR	THEHANLONS@JHSR.COM
6	Ashley Nonygnod	875 Hicountry Dr	CARRAZ@Gmail.com
7	Alan Brumsted	1000 Montana Rd	albrumsted@gmail.com
8	JAMES MUSCLOW		
9	SHERI MUSCLOW	800 Madox Dr	jsmusclow@gmail.com
10	Scott Garland	950 High Country Dr	sgarland@bresnan.net
11	Mindy Polan		
12			
13			
14			
15			
16			
17			
18			
19			
20			

March 7, 2023

Presbyterian Church of Jackson Hole Employee Housing Project

The Presbyterian Church of Jackson Hole will be seeking approval to build workforce housing for staff on the 2.93 acre parcel at the corner of South Park Loop Road and Hi-Country Drive in order to secure its future viability as a church and community asset. The development program is for a community comprised of 21 townhomes, 10 of which are to be built as soon as possible in order to fill staff vacancies and retain current staff. A second phase of 11 townhomes may be built in the future, as funding allows. A small Fellowship Cabin will be part of the community's first phase to serve as flex space.

The PCJH workforce housing is being planned and designed by GreenSpur, a design build firm led by Mark Turner, a Jackson Hole native. Turner is a champion of pocket communities and modular systems that are cost efficient and more sustainable than typical construction, key elements in the plan. Church members and supporters will fund the proposed staff housing community. No public funds will be sought.

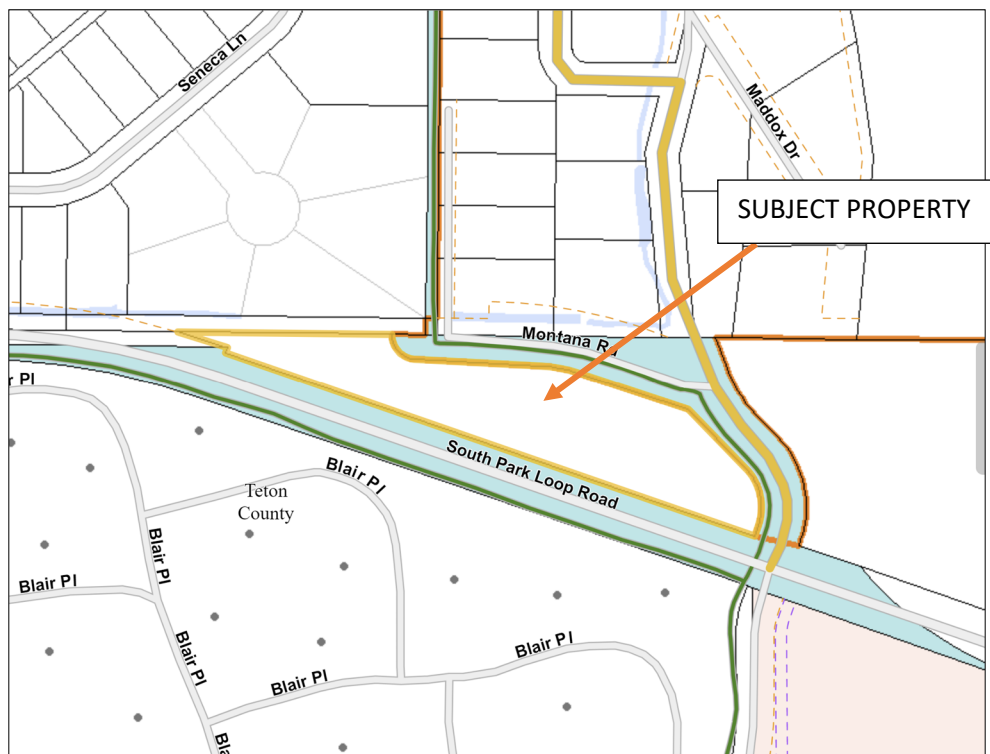
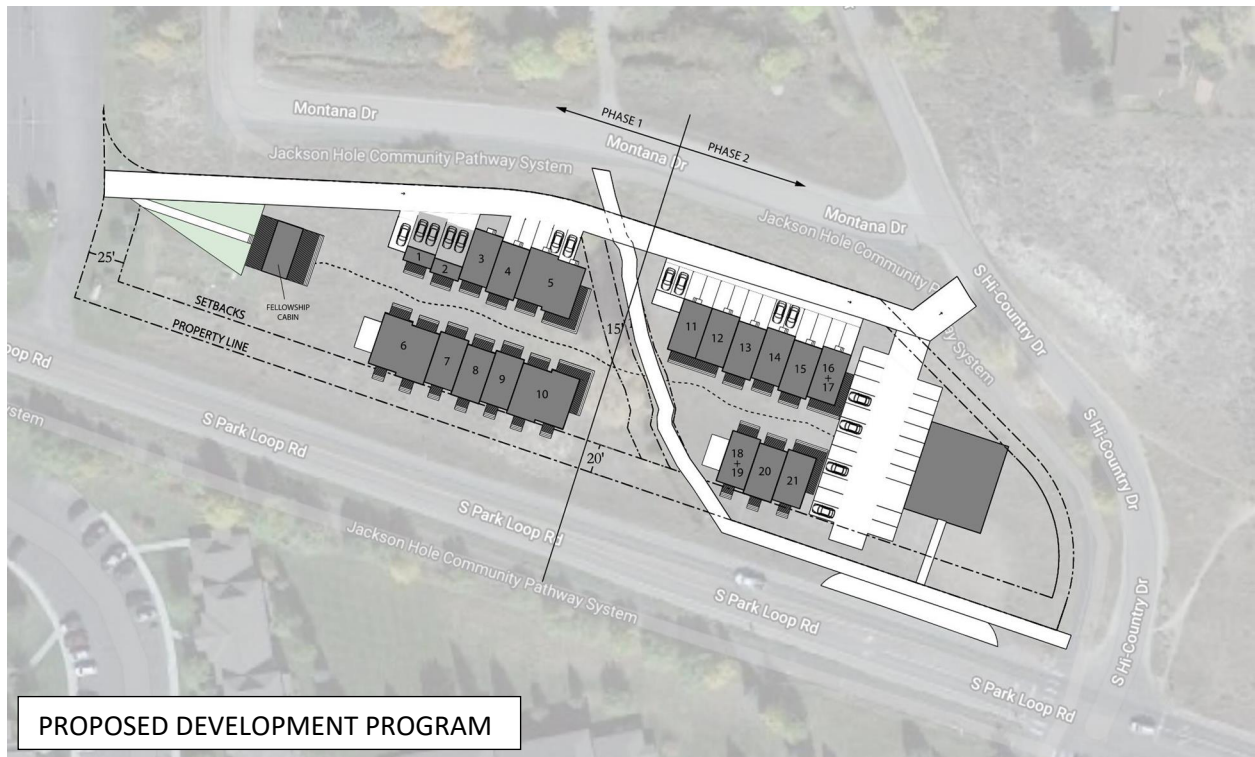
"Creation of this on-site staff housing is critical to the church's ability to continue to provide needed community services to Jackson. We believe our proposal offers a rare opportunity to address a public crisis with private resources and preserve the viability and vitality of the church as an important community asset" – Scott O'Hare, PCJH Employee Housing Team Chair

You are invited to attend a neighborhood meeting to learn more about the proposed development. The meeting will be held at:

**The Presbyterian Church of Jackson Hole
March 20th
4pm – 6pm**

*See reverse for the proposed site plan.

For questions please contact:
Mila Dunbar-Irwin – mdi@jorgeng.com



Name	Address 1	Address 2
OLIVER, CHARLES II CO-TRUSTEE ET AL C/O TRUST REAL ESTATE SERVICES	620 LIBERTY AVE FL 19	PITTSBURGH, PA 15222-2722
OLIVER, HENRY, JR. ARTICLE 4TH RESIDUARY TRUST PNC BANK, NAT'L ASSOC., TRUST RE SERVICES	100 S COMMONS STE 116	PITTSBURGH, PA 15212-5359
920 MADDOX, LLC	2800 RANCH HOUSE CIR	JACKSON, WY 83001-9545
ANDERSON REVOCABLE TRUST ANDERSON, CALVIN C. & VIRGINIA R., TRUSTEES	PO BOX 3338	JACKSON, WY 83001-3338
BALLARD, CHUCK GST TRUST ELLINGSON, KRISTIN BALLARD, TRUSTEE	PO BOX 3578	JACKSON, WY 83001-3578
BARDY, GUST H. & AMY C.	PO BOX 12289	JACKSON, WY 83002-2289
BRIDGE-JACKSON, LLC & BRIDGE-BLAIR PLACE, LP	1850 MT DIABLO BLVD STE 410	WALNUT CREEK, CA 94596-4439
BRUMSTED, CHARLES A. & NANCY A	1000 MONTANA RD	JACKSON, WY 83001-8401
BUCHNER, JAY C. & KAREN KATHLEEN	PO BOX 1022	JACKSON, WY 83001-1022
CCC'S COTTONWOOD FLATS, LLC	PO BOX 844	JACKSON, WY 83001-0844
CORE VENTURES LLC	815 SENECA LN	JACKSON, WY 83001-8475
COX, JUSTIN ROBERT & DARCY JANINE	PO BOX 10734	JACKSON, WY 83002-0734
DEMING, CHRISTOPHER L. REVOCABLE TRUST	PO BOX 7884	JACKSON, WY 83002-7884
DENNISON, FLETCHER L. & CRAIG, JACQUELINE A.	2825 IBIS LN	JACKSON, WY 83001-9533
DEPAOLO, LAURIE & TINTO, KEVIN	41 MERCURY AVE	TIBURON, CA 94920-1344
DESHNER, EARL A. & JULIE A.	855 HI COUNTRY DR	JACKSON, WY 83001-9442
DIPRISCO, MICHAEL R. & ASHLEY A. REVOCABLE TRUSTS	PO BOX 10143	JACKSON, WY 83002-0143
DOANE, JEFFREY E. & NOWYGROD, ASHLEY C.	875 HI COUNTRY DR	JACKSON, WY 83001-9442
ELLERSTEIN, DAVID J. & TARA M.	PO BOX 9005	JACKSON, WY 83002-9005
FOUR LAZY F RANCH	PO BOX 453	JACKSON, WY 83001-0453
FRANK, DONALD W. & MARYELLEN C. TRUSTEES	PO BOX 3325	JACKSON, WY 83001-3325
GARLAND, R. SCOTT & JANET	PO BOX 3438	JACKSON, WY 83001-3438
GORDON, ROBERT T. & MICK, SUSAN N. LIVING TRUSTS	PO BOX 1450	JACKSON, WY 83001-1450
HAMMOND, BENJAMIN R. & JOHNSON, LISA ANN TRUSTEES	PO BOX 6796	JACKSON, WY 83002-6796
HANLON REVOCABLE TRUST	PO BOX 3583	JACKSON, WY 83001-3583
HATTAWAY, PATRICK WILLIAM & SMITH, MALLORY ANNE	860 WHITEHOUSE DR., #9258	JACKSON, WY 83002-9258
HOLT, NATHAN MORLEY	PO BOX 4671	JACKSON, WY 83001-4671
INDIAN TRAILS HOMEOWNERS ASSOCIATION, INC.	PO BOX 11127	JACKSON, WY 83002-1127
JEFFERIS, KATHLEEN TAYLOR & WADE CLOUD	PO BOX 852	JACKSON, WY 83001-0852
JONES, MICHAEL M. & ROBYN A. TRUSTEES	PO BOX 112	JACKSON, WY 83001-0112
KEELER, ROBERTA FAHEY REVOCABLE TRUST	PO BOX 1583	WILSON, WY 83014-1583
KIRKPATRICK, KENNETH	PO BOX 7230	JACKSON, WY 83002-7230
KORPI, BRYAN J.	PO BOX 14616	JACKSON, WY 83002-4616
KRASNOW, K. LIVING TRUST & KRASNOW, INGRID DAFFNER LIVING TRUST	2001 CORNER CREEK LANE, BOX 44	JACKSON, WY 83001
KYLE REVOCABLE TRUST	PO BOX 11362	JACKSON, WY 83002-1362
LANE, FRANK W., JR. & ALISA	PO BOX 4333	JACKSON, WY 83001-4333
LILLY, T.A. & SHANNON R. TRUSTEES	PO BOX 9215	JACKSON, WY 83002-9215
LUTZ, FREDERICK W. & SHIRLEY A. TRUSTEES	PO BOX 820	JACKSON, WY 83001-0820
MORROW, WILLIAM B. & LACEY	PO BOX 6391	JACKSON, WY 83002-6391
NEW MOON LLC	PO BOX 353	TETON VILLAGE, WY 83025-0353
PARK REVOCABLE TRUST	PO BOX 301	JACKSON, WY 83001-0301

POPULUS TREMULOIDES REVOCABLE TRUST
PRESBYTERIAN CHURCH OF JACKSON HOLE
RILEY, PETTI A. & RILEY, NATALIE N.
ROBICHAU, JOANNE M.
SCHUPMAN FAMILY REVOCABLE TRUST
SKINNER, BARRY & JANICE
SMITH, SCOTT P. & SAMANTHA J.
TETON COUNTY
TETON COUNTY SCHOOL DISTRICT #1
TOWN OF JACKSON
TUFTE, KATIE JANE & TUFTE, RYAN NICHOLSON
VAN HOLLAND, THEODORE J. & TAMMIE L.
VOORHEES, BRETT JOEL & CLINTON, DONNA L.
WALSH, MARNI E.
WARBURTON-MCGUIRE JOINT REVOCABLE TRUST

PO BOX 751
PO BOX 7530
PO BOX 9436
PO BOX 11025
PO BOX 6764
PO BOX 3646
PO BOX 11091
PO BOX 1727
PO BOX 568
PO BOX 1687
PO BOX 3804
PO BOX 2190
PO BOX 6319
PO BOX 6929
PO BOX 11246

JACKSON, WY 83001-0751
JACKSON, WY 83002-7530
JACKSON, WY 83002-9436
JACKSON, WY 83002-1025
JACKSON, WY 83002-6764
JACKSON, WY 83001-3646
JACKSON, WY 83002-1091
JACKSON, WY 83001-1727
JACKSON, WY 83001-0568
JACKSON, WY 83001-1687
JACKSON, WY 83001-3804
JACKSON, WY 83001-2190
JACKSON, WY 83002-6319
JACKSON, WY 83002-6929
JACKSON, WY 83002-1246



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Ver. 1.0
Printed by J. Clarence on Mar 20, 2023 - 12:10pm



JORGENSEN
PINEDALE, WYOMING
307.367.6548
www.jorgeng.com

PROJECT TITLE:
**PRESBYTERIAN CHURCH OF JACKSON HOLE
EMPLOYEE HOUSING DEVELOPMENT
JACKSON, WYOMING**

SHEET TITLE:
PROPOSED DEVELOPMENT

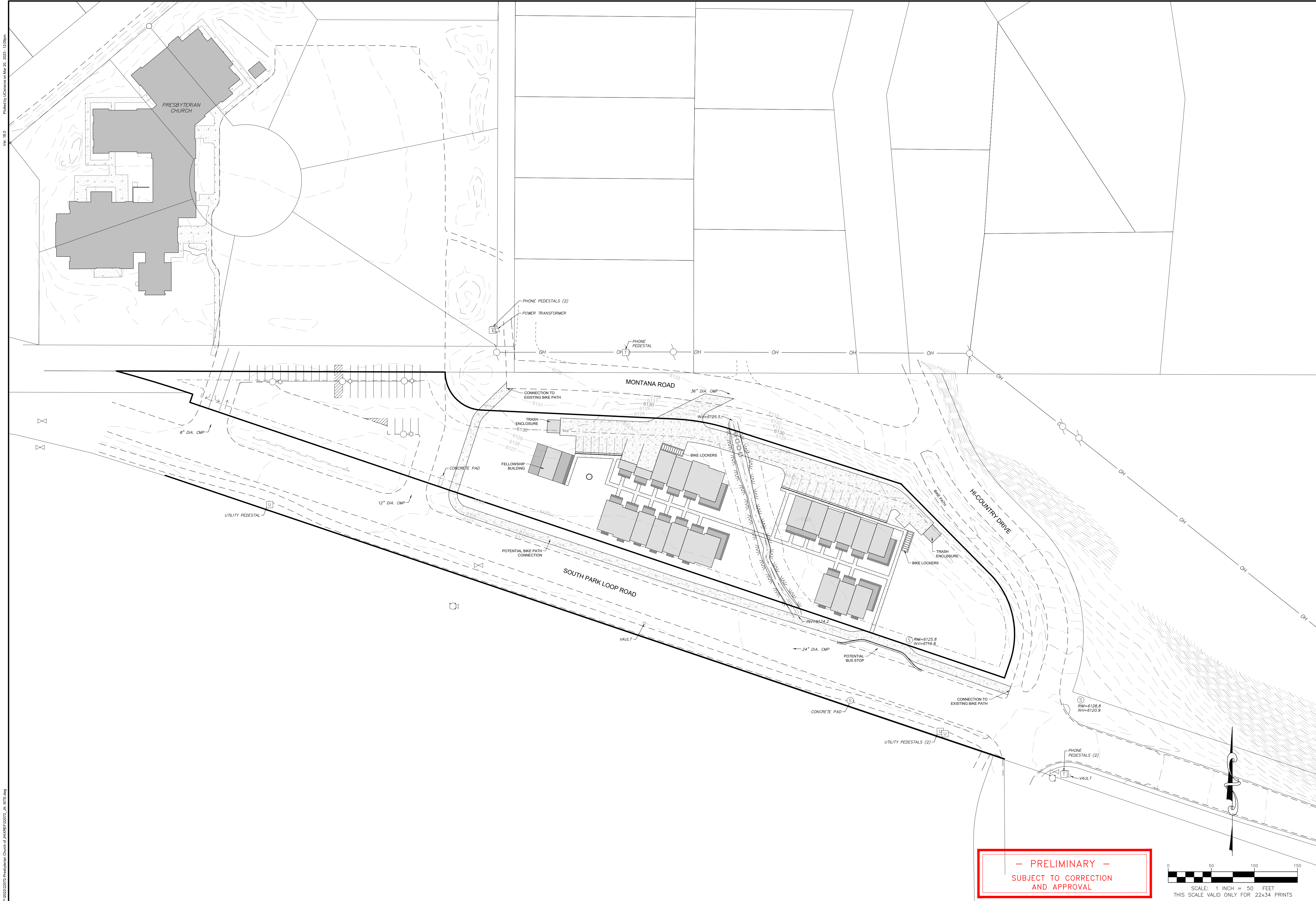
DRAFTED BY:	UC
REVIEWED BY:	MD
PLAN VERSION	DATE
SCHEMATIC	03/20/2023

PROJECT NUMBER
22072
SHEET
C2.0

**PRELIMINARY -
SUBJECT TO CORRECTION
AND APPROVAL**



SCALE: 1 INCH = 20 FEET
THIS SCALE VALID ONLY FOR 22x34 PRINTS



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P:\032022072-Presbyterian Church of Jackson Hole\032022072_JA_Site.dwg
Ver. 18.0
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PINEDALE, WYOMING
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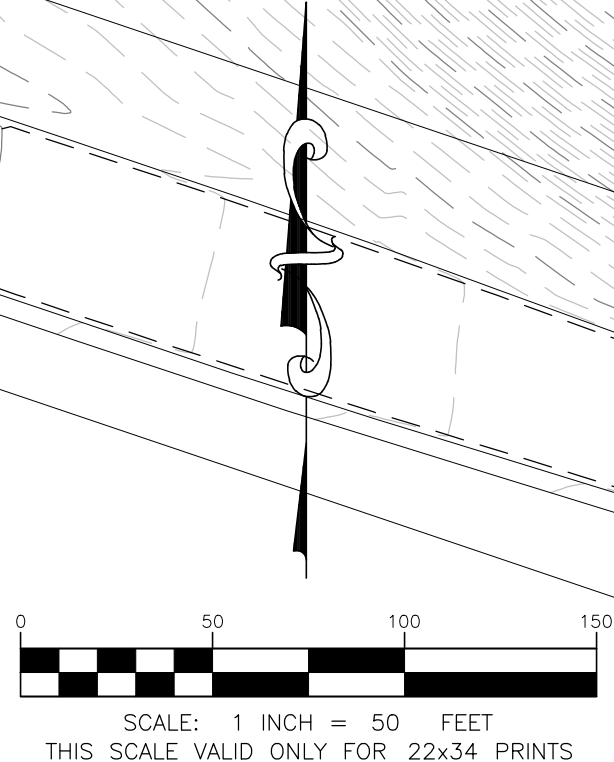
PROJECT TITLE:
**PRESBYTERIAN CHURCH OF JACKSON HOLE
EMPLOYEE HOUSING DEVELOPMENT
JACKSON, WYOMING**

SHEET TITLE:
SITE OVERVIEW

DRAFTED BY:	UC
REVIEWED BY:	MD
PLAN VERSION	DATE
SCHEMATIC	03/20/2023

PROJECT NUMBER	22072
SHEET	C1.0

- PRELIMINARY -
SUBJECT TO CORRECTION
AND APPROVAL



WARRANTY DEED

PCJH, L.L.C., a Wyoming limited liability company, of Teton County, Wyoming, Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEYS AND WARRANTS to Presbyterian Church of Jackson Hole, Post Office Box 7530, Jackson, Wyoming 83002 Grantee, the following described property situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

See attached "Exhibit A"

STATE PARCEL IDENTIFICATION NO. Parcel 1: 22-40-16-06-2-00-004
Parcel 2: 22-40-16-06-2-00-006

Including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, but subject to taxes, reservations, encumbrances, covenants, conditions, restrictions, rights-of-way and easements of sight and record, if any.

WITNESS my hand this 14th day of September, 2000.

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

PCJH, L.L.C., a Wyoming
Limited Liability Company

By: Jeffrey C. Ames, Trustee
Jeffrey C. Ames, Trustee
Jeffrey C. Ames Living Trust
dated October 10th, 1990.

Grantor: PCJH LLC
Grantee: PRESBYTERIAN CHURCH OF*
Doc 0525279 bk 405 pg 1199-1202 Filed at 1:51 on 09/19/00
Sherry L Dalgie, Teton County Clerk fees: 12.00
By MARY D ANTROBUS Deputy

STATE OF WYOMING)
)
COUNTY OF TETON)

ss.

The foregoing Warranty Deed was acknowledged before me by JEFFREY C. AMES, TRUSTEE OF THE JEFFREY C. AMES LIVING TRUST DATED OCTOBER 10TH, 1990, a member of PCJH, L.L.C. and its Management Committee, this 14 day of September, 2000.

WITNESS my hand and official seal.



Larry L. Jorgenson
Notary Public

(Seal)
My commission expires:

DESCRIPTION OF
FOUR LAZY F RANCH
REMNANT PARCELS
LOCATED IN LOT 3 AND LOT 4, SECTION 6
T40N, R116W, 6th P.M.
TETON COUNTY, WYOMING

TO WIT:

TWO PARCELS of land, each located within Section 6, T40N, R116W, 6th P.M., Teton County, Wyoming;

PARCEL No. 1 is located in Lot 3 and Lot 4 of said Section 6 and is more particularly described as follows:

BEGINNING at a point which lies on the north line of said Lot 4 coincident with a portion of the south boundary of Indian Springs Ranch (a subdivision of record in said Office as Plat No. 757), and from which the northwest corner of said Section 6 bears N89°46'26"W, 1151.50 feet;

thence along the north line of said Lot 3 and Lot 4 and said south boundary of Indian Springs Ranch, S89°46'26"E, 381.36 feet to the intersection with a non-tangent circular curve, from which the radius point bears S89°44'37"E, 44.00 feet;

thence southerly along the arc of said curve, through a central angle of 34°37'02", 26.58 feet to a corner of that 4.19 acre tract described as additional right-of-way for Teton County, Wyoming in that instrument of record in said Office in Book 301 of Photo, page 667-672;

thence along the boundary of said tract as follows:

continuing southerly along the arc of said curve, through a central angle of 52°58'10", 40.68 feet;

thence S87°19'41"E, 224.44 feet to the beginning of a circular curve, concave to the southwest with a radius of 250.00 feet;

thence southeasterly along the arc of said curve, through a central angle of 15°11'08", 66.26 feet;

thence S72°08'34"E, 207.83 feet;

thence S44°35'28"E, 146.36 feet to the beginning of a circular curve, concave to the west, with a radius of 100.00 feet;

thence southeasterly along the arc of said curve, through a central angle of 63°19'15", 110.52 feet;

thence S18°43'47"W, 19.70 feet;

thence N71°16'13"W, 997.69 feet;

thence along a radial bearing N18°43'47"E, 10.00 feet to the beginning of a circular curve, concave to the southwest, with a radius of 1482.38 feet;

thence northwesterly along the arc of said curve, through a central angle of 00°12'00", 5.17 feet;

thence departing said boundary and continuing northwesterly along the arc of said curve, through a central angle of 03°22'48", 87.45 feet to the **POINT OF BEGINNING**;

ENCOMPASSING an area of 2.93 acres, more or less;

TOGETHER WITH PARCEL No. 2 which is located in said Lot 3 of Section 6, and is more particularly described as follows:

BEGINNING at the northeast corner of said Lot 3;

thence S00°22'59"E, 482.84 feet to the intersection with the northerly right-of-way line of South Park County Road No. 22-1; said northerly line having been established as a result of a partial vacation of an easement over a strip of land described in that instrument of record in said Office in Book 8 of Mixed Records, page 515; said partial vacation was accomplished by a Quitclaim Deed of record in said Office in Book 366 of Photo, page 36-38;

thence along said right-of-way line, N71°16'13"W 244.85 feet to a corner of that 4.19 acre tract described as additional right-of-way for Teton County, Wyoming in that instrument of record in said Office in Book 301 of Photo, page 667-672;

thence along the boundary of said tract as follows:

continuing N71°16'13"W, 114.85 feet;

thence N18°43'47"E 9.70 feet to the point of beginning of a circular curve, concave to west with a radius of 180.00 feet;

thence northwesterly along the arc of said curve, through a central angle of 23°46'42", 74.70 feet to the southernmost corner of that 1.04 acre tract deeded to Teton County in 1998;

thence departing the boundary of said 4.19 acre tract and continuing northwesterly along the boundary of that 1.04 acre tract as follows:

continuing along the arc of said curve, through a central angle of 39°32'33" 124.23 feet to the end of said curve;

thence N44°35'28"W, 54.49 feet to the beginning of a circular curve, concave to the northeast, with a radius of 220.00 feet;

thence northwesterly along the arc of said curve, through a central angle of 22°09'38", 85.09 feet to the end of said curve;

thence N22°25'49"W, 19.22 feet to the southernmost corner of that 0.04 acre tract described as additional right-of-way for Teton County, Wyoming in that instrument of record in said Office in Book 301 of Photo, page 667-672;

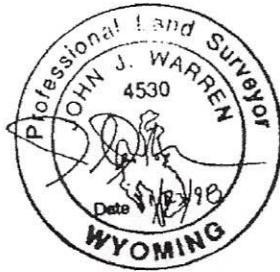
thence departing said 1.04 acre tract and proceeding along the boundary of said 0.04 acre tract to the intersection with the north line of said Lot 3;

thence along a segment of the north line of said Lot 3, coincident with a segment of the south boundary of said Hi-Country Subdivision, and its extension to the east, S89°46'26"E, 489.02 feet to the **CORNER OF BEGINNING**;

ENCOMPASSING an area of 3.74 acres, more or less;

said PARCELS are SUBJECT TO any easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements or encumbrances of sight and/or record.

the BASIS OF BEARING for these descriptions being S89°46'26"E along the north line of said Lot 3 and Lot 4;



John J. Warren
Wyoming Professional Land Surveyor No. 4530
Jorgensen Engineering & Land Surveying P.C.
Project No. 98095.00 / 82124.21
(map of survey located in d.93010/d.01/surv11)
98/98095/Remnant Parcels.doc
November, 1998



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 PRESBYTERIAN CHURCH OF JACKSON HOLE is the owner in fee of the premises located at: PARCEL 1

Address of Premises: PT NE1-4 NW 1-4 SEC 6 TWP 40 RNG 116

Legal Description: PARCEL 1 (SEE ATTACHED, GIS MAY BE INCORRECT)

And, that the person named as follows: Name of Applicant/agent: JORJONKEN ASSOCIATES

Mailing address of Applicant/agent: PO BOX 9550 JACKSON WY 83002

Email address of Applicant/agent: MDIA@JORJONKEN.COM

Phone Number of Applicant/agent: 307 733-5150

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

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

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

Property Owner Signature

Benjamin Pascal - Authorized Agent

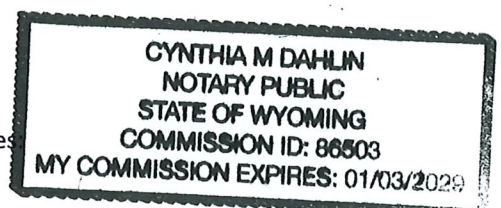
Title if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner

STATE OF WY)
) SS.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Ben Pascal this 10th day of October 2023. WITNESS my hand and official seal.

Cynthia M Dahlin
Notary Public

My commission expires



01-03-2029 @

Scott Garland
P. O. Box 3438
Jackson, WY 83001

April 11, 2024

Via email tvalentine@jacksonwy.gov

Tyler Valentine – Senior Planner
Town of Jackson
P. O. Box 1687
Jackson Wyoming 83001

Re: Presbyterian Church proposals P23-204, P23-206

Dear Tyler:

I am writing to voice my opposition to the above-referenced applications made by the Presbyterian Church. You and I have discussed my reasons and concerns, but I will put them in writing here for the record and the decision makers (the Town Planning Commission and Town Council).

My concerns and opposition stem from the Church's proposal to increase the current residential density at the doorstep to my neighborhood by 700%. At the outset I ask everyone to consider whether they would prefer something like that to happen to their neighborhood.

My wife and I have lived in the Hi-Country subdivision for 25 years. We raised our two sons in the neighborhood. Our house is 300 to 400 feet from where the proposed development will occur, if approved. I have probably driven the High Country access road to and from my house (past the land the Church proposes to develop) some 17,000 times. We use the County pathway that currently runs adjacent to the proposed development almost daily for walking.

The Church's proposal will markedly change the ambience of the 27-lot Hi-Country neighborhood (average residential density of 1 residence per .5 acres), as well as the adjacent smaller 4-lot Larry's Subdivision neighborhood (average residential density of 1 residence per .45 acres). If my math is correct, the Church proposal will result in 21 townhouses on ~1.95 acres of land. That equates to roughly 1 residential dwelling per .0928 acres.

Following are reasons why the Church's proposals should not be considered for approval, or approved.

Church Should Build their Employee Housing On-Site

Why can't the Presbyterian Church satisfy its housing needs by building housing on the parcel already containing the Church? There is an enormous parking lot associated with the Church that is never full. Again I walk the pathway adjacent to the Church parking lot almost daily and have never seen the parking lot more than about 60% full.

I believe that most of the Church's housing needs could be fulfilled by constructing housing along the southern edge of the parking lot, adjacent to South Park Loop Road (which is actually part of

the Subject Parcel – see image below). It may not be the fancy “pocket neighborhood” that the Church is proposing, but employee housing could be built there.



Requiring the Church to build its housing “on site” would alleviate the parking and traffic concerns for Montana Road and Hi-Country Drive, and reduce the proximity of the dogs in the new development to Hi-Country (and to a lesser extent Larry’s Subdivision) and the deer herd on High School Butte. It also places impacts resulting from the housing where it belongs on the generator of the impacts – the Church.

Legal Question About Applicable Density

Legal questions exist about the meaning of certain documents in Teton County and Town of Jackson files in the 1993 to 2001 timeframe.

As you know, the Cottonwood Park Complete Neighborhood Master Plan (the “CNMP”) was approved in 1983. The Church lot that is now proposed for development (hereafter referred to as the “Subject Parcel”) may have been within the geographic area of the approved CNMP, though I could find no actual map of the approved CNMP geographic area in the Town Planning Department files when I reviewed them. It would be nice if you could provide a copy of the CNMP map that was actually approved when the CNMP was approved in 1983.

Assuming the Subject Parcel *was* within the CNMP geographic area, all the draft maps that I could find in the Town's files all referred to what is now the Subject Parcel as being used for "Storage".

In 1993, after much of the high density residential development within the CNMP had been platted and built (Corner Creek and Rangeview subdivisions), the owner of the land that had sought approval of the CNMP and who still owned most of that land (the 4 Lazy F Ranch Inc.) and Teton County undertook a land exchange. The exchange involved Teton County abandoning 1.57+ acres of existing road right-of-way within the CNMP boundary lines and transferring 2 acres of County land in Adams County south of Jackson. The 2 acres in Adams Canyon was to be given to Cottonwood Park Homeowners Association for the storage of recreational vehicles (presumably those owned by residents within the developing CNMP). In exchange 4 Lazy F Ranch transferred to Teton County 4.01+ acres within the CNMP boundary lines, to be used by the County for realignment of the South Park Loop County Road, which historically and at that time curved around the base of High School Butte before straightening out and heading west, generally following the route of current Montana Road and through what is now the southern part of the Church's parking lot.

Minutes of the July 20, 1993 Board of County Commissioner ("BCC") meeting show that the BCC discussed and approved a proposed agreement for the land exchange. A copy of those minutes is attached. Paragraphs 4 and 5 of the minutes are relevant to the Subject Parcel. They read:

4. Teton County agrees that the platting of three dwelling units on the 2.73+ acres of land between the old and new South Park Loop County Road alignments and one dwelling unit on the 0.93+ acres recovered from the old road alignment located due north of the Jackson Hole Middle School will be permitted as allowed under the use and densities permitted within the Cottonwood Park Master Plan and shall be considered part of the total units permitted under said Master Plan. The Interim Land Use Regulations permit continued development in accordance with approved Master Plans. Four Lazy F Ranch will pay the costs of platting these four single family lots. No lots will access directly to the South Park Loop County Road.
5. The single access point to High Country Subdivision and Larry's Subdivision will be from the intersection of South Park Loop County Road and the Middle School Road. No lots will access directly to the South Park Loop County Road. This access is to be provided as part of the South Park Loop County Road reconstruction.

A few days later (July 23, 1993), the County and 4 Lazy F Ranch signed a document titled "Proposed Agreement for Land Exchange Between Teton County, Wyoming and the Four Lazy F Ranch, Inc." A copy of the signed agreement is attached. The signed agreement restated paragraphs 4 and 5 quoted above verbatim.

In December 1998, the BCC adopted a resolution to realign South Park Loop Road (referred to in the resolution as "County Road 22-1"). A copy of the Resolution is attached. The resolution had

the County accepting conveyance from 4 Lazy F Ranch of the 4.01+ acres within the CNMP boundary lines that was described in the 1993 land exchange, and establishing the new route of South Park Loop Road to its present location. The segment of the old South Park Loop Road that followed the bottom of High School Butte was “vacated” and to be quitclaimed “to the Four Lazy F Ranch, the sole adjoining land owner.”

The results of the activities from 1993 through 1998 were visually depicted on a map prepared by the then-County Engineer and recorded as Map T-312C in 2001. The map is too large to attach, but it can be viewed at <https://s3.us-west-2.amazonaws.com/tetoncountywy/clerk/maps/T-MAPS/T-312C.pdf>

Map T-312C shows the two “remnant parcels” created by virtue of South Park Loop Road having been moved south and west from its prior location at the base of High School Butte. One is the Church parcel that is subject to your current review¹; the other is the parcel owned by Church the at the base of High School Butte (which is crossed daily by members of the public to hike up and down High School Butte).

Map T-312C shows the Subject Parcel being “Approved for 3 dwelling units with annexation” and the other parcel (hereafter referred to as the “High School Butte Parcel”) being “Approved for 1 dwelling unit with annexation.” The two parcels were annexed to the Town of Jackson in 2001.

Map T-312C also shows the realigned South Park Loop Road, and in fainter lines the prior route of that road as it historically followed the base of High School Butte. It also shows the 1973 easement for Hi-Country Drive (County Road 22-19S which bifurcates the 2 Church-owned lots) and the remnant County easement for the portion of South Park Loop Road that became Montana Road when South Park Loop Road was realigned in 1998 (see discussion above).

Several legal questions are posed by the above events:

1. Whether the BCC intended in 1993 that the Subject Parcel be entitled to only “three dwelling units” as a preferred density to preserve the neighborhood character of Hi-Country and Larry’s Subdivisions’ low residential density scheme? The same question would apply to the High School Butte parcel (“Approved for 1 dwelling unit with annexation”).
2. Does an increase from three dwelling units on the Subject Parcel to 21 as proposed by the Church require Teton County’s consent, or can the Town make this decision unilaterally?
3. Can the Town unilaterally approve traffic generated by 21 residential development units be directed into Montana Road (which remains a County easement) and into Hi-Country Drive (also a County road easement)?

¹ The Presbyterian Church acquired the remnant parcels from 4 Lazy F Ranch in September 2000.

The Church's application being considered by the Town Planning Commission on April 17th does not address these questions at all.

In a 2022 Zoning Compliance Verification filed by the Church with Town Planners (2022 ZCV P22-290) as no doubt a precondition of the Church moving forward with its current applications, the Church's consultant discusses the 1993 land exchange between Teton County and 4 Lazy F Ranch. In discussing the allocation of 3 and 1 dwelling units to the remnant parcels the consultant suggests (without providing any proof) a reason why the "density allocation occurred. His rationale presented there is not compelling. Again, the Church's present applications do not address these questions.

I believe that the Board of County Commissioner's 1993 requirement of prescribing 3 dwelling units to the Subject Parcel and the 1 dwelling unit to the High School Butte Parcel were intended to preserve the low density neighborhood character of Hi-Country and Larry's Subdivisions.

These legal questions need to be clarified and answered prior to any Planning Commission and Town Council review of the Church's applications.

Even assuming that the above questions can be answered in a way that allows the Town to unilaterally act on the Church's current applications, there are other concerns and reasons why the Church's density increase application should be denied.

South Park Loop Road Defines Neighborhood Character

From a "sense of place" standpoint – the current location of South Park Loop Road defines neighborhood character.

Starting from its junction with Highway 189 (starting at the Maverick convenience store and heading west) everything to the south of South Park Loop Road is a mix of industrial / business tapering to higher density housing, with the Middle School being located in that mix. On that same southern side of South Park Loop Road, the Town recently approved the 195 residential unit Loop development at 1080 South Park Loop Road, with direct traffic access onto South Park Loop Road. A bit further west the Teton County School District proposes to construct a 24-unit residential building at the north edge of the playing fields adjacent to the Middle School, again with direct traffic access onto South Park Loop Road. Travelling further west on South Park Loop Road through the Middle School intersection one passes the high density Blair apartments (recently renamed to something like "43 Latitude apartments") and finally Cottonwood Flats, both products of the 1983 CNMP.

All current residential development north of South Park Loop Road is low density residential housing, with the Presbyterian Church being located in the midst of same.

In this sense South Park Loop Road defines residential neighborhoods – residential development to the South of the road is dense, while development north of it is less dense. Approving the

Church's current proposal will drastically change that sense of place for those in the Hi-Country and Larry's Subdivisions neighborhoods.

Again, I believe that the Board of County Commissioner's 1993 requirement of prescribing 3 dwelling units to the Subject Parcel and the 1 dwelling unit to the High School Butte Parcel were intended to preserve the low density neighborhood character of Hi-Country and Larry's Subdivisions; with the County Commissioners viewing the new South Park Loop Road alignment as a bright dividing line between high density to the south of the new road alignment, and lower density to the north of the new road alignment.

Reliance on Map T-312C

When my wife and I bought our Hi-Country lot in 1999, we relied on Map T-312C in believing that no more than 3 residential dwellings would ever be built on the Subject Parcel. Now the Church is asking you to approve 21 townhouses on the Subject Parcel; a 700% increase in density, and all the impacts that will come from that. This relates to the neighborhood character issues discussed above. Our concerns about what the proposed development will do to the sense of place of our neighborhood should be considered.

Traffic and Parking

Though the Church's application contains a traffic study prepared by Jorgensen Engineering, that analysis lacks any serious discussion of the vehicle traffic impacts to the residents of Larry's Subdivision that regularly use Montana Road and all of us who regularly use Hi-Country Drive.

The traffic study is also woefully lacking in addressing where parking will occur if the Church's proposed increase in density is approved. The traffic study only says this about parking:

"Parking

All parking is anticipated to be contained on-site. A total of 25 parking spaces are proposed for the 21 workforce housing units. A variance is requested as part of the Development Plan application to allow for this number of parking spaces, which is less than would be required by the LDRs."

Saying that all parking will be contained on-site is unrealistic. Most single family residences have 2 cars, so expect there to be at least 42 vehicles when the project is built out. Where will they, and cars of their guests park? On Montana Road and Hi-Country Drive no doubt. This situation will become like what has transpired with Blair Drive (across South Park Loop Road to the south), where people routinely park along Blair Drive east of the apartment buildings, across from the bus stop by the Middle School. It will be a junk show.

Dogs

I could find no discussion in the Church's application about control of dogs that will reside in the new development. It is reasonable to assuming the presence of at least 1 dog per new unit (21 in

total), many probably allowed to roam the Hi-Country and Larry's subdivision neighborhoods and High School Butte, disrupting the privacy of residents in those neighborhoods and chasing wildlife.

Wildlife

I could find no discussion in the Church's application about the mule deer herd on High School Butte that, due to increased traffic and soon-to-be even more high density development along South Park Loop Road adjacent to and east of the Middle School - is fast running out of southbound routes to safely exit the Butte to get to water and to get out of deep snow when it snows hard on the Butte. I routinely (year round but much more so in winter months) see deer from this herd crossing Hi-Country Drive into the Subject Parcel owned by the Church. How will the proposed development in conjunction with the approved Loop development and the School District's proposed development by the Middle School impact this deer herd, and what mitigation measures could be required to ameliorate the impacts?

Closing

I am confident there are other issues with the proposed development that I have not included in this letter, but I wanted to get this to you and the Planning Commission prior to the scheduled April 17th public hearing.

Sincerely:



R. Scott Garland

Cc: Town of Jackson Planning Commission
Jackson Town Council members
Lea Colasuonno – Town of Jackson Attorney
Keith Gingery – Deputy County Attorney
Neighbors

Commissioners Proceedings, Teton County, Wyoming

EP3-6403 THE PLAINSMAN PRINTING & SUPPLY, SHERIDAN

COUNTY COMMISSIONER'S MINUTES
July 20, 1993

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

BOARD OF COUNTY COMMISSIONERS OF TETON COUNTY

I, V. Jolynn Coonce, Clerk to the Board of County Commissioners of Teton County, Wyoming, do hereby certify that the foregoing pages numbered 1 to 6, inclusive, constitute a true and correct copy of the record of proceedings of the Board of County Commissioners of Teton County, Wyoming relating to the creation of the Joint Powers Board described therein, adopted at a regular meeting of the Board of County Commissioners of Teton County held at the Board of County Commissioners of Teton County's offices, located at 181 King Street, Jackson, Wyoming, on the 20th day of July, 1993, at the hour of 10:30 A.M., as recorded in the official record of proceedings of the Board of County Commissioners of Teton County kept in my office; that the proceedings were duly had and taken; the meeting was duly held; and the persons therein named were present as shown therein.

WITNESS my hand and the seal of the Board of County Commissioners of Teton County affixed on July 20, 1993.

V. Jolynn Coonce, County Clerk

A five minute recess was taken at 10:00 A.M.

At 10:05 A.M. the Board heard the Agricultural Extension Office Report. Jay Hansen and Mary Martin were present to update the Board on their activities. Mary reported on the University Outreach Pilot Program. This program will be activated in Jackson. the 4-H Program is alive and well. They have 500 participants with 84 leaders. The Fair will start on Monday. They have received a Grant for a Food Safety Program. Jay reported on the Horticultural Program that he is working on. He is working with some new satellite programs in Wyoming and Idaho. The Board thanked Mary and Jay for their work.

At 10:20 A.M. the Dept. of Family Service Report was given by Carl Ingersoll. This office has been approved for a new position. It will be a great help as the case load is higher than it ever has been. The office is out of space but has made do. The Board thanked the Department for their great effort.

The following matters from Staff were reviewed:

1. Iron Rock - Lot 1 - Were Riparian Lands a part of the subdivision or not? There was some discussion on this. The Board agreed that this will be recognized as a separate parcel. This was done on a motion by Steve and a second by Grant. Motion carried.
2. Proposed Agreement for a land exchange between Teton County and the Four Lazy F Ranch, Inc. There was some discussion on this and then Grant moved, seconded by Steve, to adopt the following proposal as amended:

PROPOSED AGREEMENT FOR LAND EXCHANGE
BETWEEN
TETON COUNTY, WYOMING
AND
THE FOUR LAZY F RANCH, INC.
JULY 20, 1993

Both parties agree to the exchange of two acres owned by Teton County at Adams Canyon for 4.01+ acres owned by the Four Lazy F Ranch, Inc. and located north of Cottonwood Park and south of the existing South Park Loop County Road. In addition, Teton County will abandon a total of 1.57+ acres of existing road right-of-way within the boundary lines of the Four Lazy F Ranch for the use of the Four Lazy F Ranch. The four acres to be acquired by teton County will be used for the realignment of the South Park Loop County Road. The two acres to be acquired by the Four Lazy F Ranch is to be given to the Cottonwood Park Homeowners Association for the storage of recreational vehicles. The lands recovered by Four Lazy F Ranch within their property boundaries are to be used for single family dwelling units. This agreement is subject to the following conditions:

Commissioners Proceedings, Teton County, Wyoming

BY THE PLAINSMAN PRINTING & SUPPLY, SHERIDAN
COUNTY COMMISSIONER'S MINUTES
July 20, 1993

1. The two acres to be provided at Adams Canyon are "net" area, usable for storage, and do not include area needed for screening, landscaping, setbacks, side slopes or other grading activities. The areas needed for these additional activities are in addition to the area needed for storage and will not be included in the exchange parcel.
2. Teton County will grade the two acre Adams Canyon site to meet the Development and Grading permit requirements of Teton County. Teton County will landscape and maintain said landscaping on the sloped and landscaped lands adjacent to the two acre parcel being exchanged to the level of landscaping applied to the entire Adams Canyon site. Four Lazy F Ranch will construct a perimeter fence around the two acre parcel to standards applicable to the entire Adams Canyon Site.
3. Irrigation ditches and utilities will be relocated (as necessary) under the new South Park Loop county Road as a result of the South Park Loop County Road reconstruction and at no cost to the Four Lazy F Ranch. The portions of the sewer line and water line that fall under the new road alignment will be installed as part of the roadway reconstruction.
4. Teton County agrees that the platting of three dwelling units on the 2.73+ acres of land between the old and new South Park Loop County Road alignments and one dwelling unit on the 0.93+ acres recovered from the old road alignment located due north of the Jackson Hole Middle School will be permitted as allowed under the uses and densities permitted within the Cottonwood Park Master Plan and shall be considered part of the total units permitted under said Master Plan. The Interim Land Use Regulations permit continued development in accordance with approved Master Plans. Four Lazy F Ranch will pay the costs of platting these four single family lots. No lots will access directly to the South Park Loop County Road.
5. The single access point to High County Subdivision and Larry's Subdivision will be from the intersection of South Park Loop County Road and the Middle School Road. No lots will access directly to the South Park Loop County Road. This access is to be provided as part of the South Park Loop County Road reconstruction.
6. The new roadway will be designed and constructed to match the existing grade as closely as possible.
7. The two acres at Adams Canyon will be surveyed by the County Surveyor in coordination with the development plan for the Adams Canyon area.
8. The necessary surveys and descriptions for the parcels owned by the Four Lazy F Ranch, Inc. will be surveyed by the County Engineer and coordinated with the plan development for the realignment of the South Park Loop County Road.
9. The land exchange shall take place by October 15, 1993.

Dan Hazen, Agent
Four Lazy F Ranch, Inc.

Steve Thomas
Steve Thomas, Teton County
Commissioner
Dail E. Barbour
Dail Barbour, Commissioner

Grant Larson
Grant Larson, Commissioner

Motion carried.

Jim Verdone was present to discuss Adams Canyon Site and the progress being made.

An executive session was taken at 11:05 A.M. The meeting then recessed for lunch at 12:00 P.M. and reconvened at 1:30 P.M. with further discussion on the Fox Creek Quarry Permit Request. Dail reviewed the applicants request which was heard at the meeting on July 6, 1993. (The meeting is being taped). Steve Duerr, representing Becho, Inc., gave an opening statement. Steve referred to a letter submitted on July 16, 1993 regarding the request. He also requested that he be

PROPOSED AGREEMENT FOR LAND EXCHANGE

BETWEEN

TETON COUNTY, WYOMING

AND

THE FOUR LAZY F RANCH, INC.

July 20, 1993

Date	# of Pages
From	
Co.	
Phone #	
Fax #	

Both parties agree to the exchange of two acres owned by Teton County at Adams Canyon for 4.01± acres owned by the Four Lazy F Ranch, Inc. and located north of Cottonwood Park and south of the existing South Park Loop County Road. In addition, Teton County will abandon a total of 1.57± acres of existing road right-of-way within the boundary lines of the Four Lazy F Ranch for the use of the Four Lazy F Ranch. The four acres to be acquired by Teton County will be used for the realignment of the South Park Loop County Road. The two acres to be acquired by the Four Lazy F Ranch is to be given to the Cottonwood Park Homeowners Association for the storage of recreational vehicles. The lands recovered by Four Lazy F Ranch within their property boundaries are to be used for single family dwelling units. This agreement is subject to the following conditions:

1. The two acres to be provided at Adams Canyon are "net" area, useable for storage, and do not include area needed for screening, landscaping, setbacks, side slopes or other grading activities. The areas needed for these additional activities are in addition to the area needed for storage and will not be included in the exchange parcel.
2. Teton County will grade the two acre Adams Canyon site to meet the Development and Grading permit requirements of Teton County. Teton County will landscape and maintain said landscaping on the sloped and landscaped lands adjacent to the two acre parcel being exchanged to the level off landscaping applied to the entire Adams Canyon site. Four Lazy F Ranch will construct a perimeter fence around the two acre parcel to standards applicable to the entire Adams Canyon site.
3. Irrigation ditches and utilities will be relocated (as necessary) under the new South Park Loop County Road as a result of the South Park Loop County Road reconstruction and at no cost to the Four Lazy F Ranch. The portions of the sewer line and water line that fall under the new road alignment will be installed as part of the roadway reconstruction.
4. Teton County agrees that the platting of three dwelling units on the 2.73± acres of land between the old and new South Park Loop County Road alignments and one dwelling unit on the 0.93± acres recovered from the old road alignment located due north of the Jackson Hole Middle School will be permitted as allowed under the uses and densities permitted within the Cottonwood Park Master Plan and shall be considered part of the total units permitted under said Master Plan. The Interim Land Use Regulations permit continued development in accordance

PROPOSED AGREEMENT FOR LAND EXCHANGE
TETON COUNTY, WYOMING AND FOUR LAZY F RANCH, INC.
PAGE 1 OF 2

with approved Master Plans. Four Lazy F Ranch will pay the costs of platting these four single family lots. No lots will access directly to the South Park Loop County Road.

5. The single access point to High Country Subdivision and Larry's Subdivision will be from the intersection of South Park Loop County Road and the Middle School Road. No lots will access directly to the South Park Loop County Road. This access is to be provided as part of the South Park Loop County Road reconstruction.

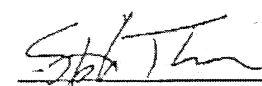
6. The new roadway will be designed and constructed to match the existing grade as closely as possible.

7. The two acres at Adams Canyon will be surveyed by the County Surveyor in coordination with the development plan for the Adams Canyon area.

8. The necessary surveys and descriptions for the parcels owned by the Four Lazy F Ranch, Inc. will be surveyed by the County Engineer and coordinated with the plan development for the realignment of the South Park Loop County Road.

9. The land exchange shall take place by October 15, 1993.

 7-23-93
Dan Hazen, Agent
Four Lazy F Ranch, Inc.


Steve Thomas, Teton County Commission


Dail Barbour, Teton County Commission


Grant Larson, Teton County Commission

RESOLUTION

(ALTERATION OF COUNTY ROAD 22-1)

WHEREAS, the Board of County Commissioners of Teton County have determined that the interests of the County and its citizens necessitate the alteration of a portion of the right-of-way for County Road 22-1, the "South Park Road", and the County has received a deed of conveyance of land for the purpose of altering a portion of said road to a more beneficial alignment, pursuant to the provisions of W.S. Section 24-3-101, *et seq*;

NOW, THEREFORE, having met and duly considered this matter, it is hereby:

RESOLVED that Teton County accept the conveyance of a strip of land from Four Lazy F Ranch to be used for roadway purposes for a realignment of County Road 22-1; and

RESOLVED that the roadway be and it is hereby altered and that there is established a new segment of said roadway, with the point of commencement, course and point of termination of said new altered roadway being as described in the attached description on Exhibit "A"; and

FURTHER RESOLVED, that the portion of the old road that will no longer be used, having a point of commencement, course and point of termination as described on Exhibit "B" hereto, at such time as the new alignment is available and ready for use, be and it is, upon commencement of use of the new alignment, hereby vacated and that the County quitclaim any interest in said strip of land to the Four Lazy F Ranch, the sole adjoining land owner.

Adopted at the regularly scheduled meeting of the Board of County Commissioners held the 5th day of December, 1998.



(Seal)

Attest:

Sherry L. Daigle

~~Sherry L. Daigle, County Clerk~~
Sherry L. Daigle, County Clerk

BOARD OF COUNTY COMMISSIONERS

Robert L. Shew
Chairperson

Grantor: BOARD OF COUNTY COMMISSIONERS*
Grantee: THE PUBLIC
Doc 0478691 bk 366 pg 29-35 Filed at 3:40 on 12/81/98
Sherry L. Daigle, Teton County Clerk fees: 0.00
By WENDY R GRALUND Deputy

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

State of Wyoming}

$$\} ss$$

County of Teton }

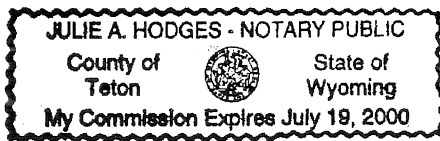
On this 1st day of December, 1998, before me personally appeared Robert L. Shervin, to me personally known, who being by me duly sworn did say that he is the Chairperson of the Board of County Commissioners to Teton County, Wyoming; that the seal affixed is the seal of said County; that said instrument was signed on behalf of said County; and said party acknowledged the instrument to be the free act and deed of said County.

Given under my hand and seal the date first above written.

Notary Public

Notary Public

My Commission expires: July 19, 2000



DESCRIPTION OF
ADDITIONAL RIGHT-OF-WAY FOR
TETON COUNTY, WYOMING
FROM
FOUR LAZY F RANCH, INC.
LOCATED IN LOT 3 AND LOT 4, SECTION 6
T40N, R116W, 6th P.M.

TO WIT:

A parcel of land located in Lot 3 and Lot 4 of Section 6, T40N, R116W, 6th P.M., Teton County, Wyoming; said parcel being more particularly described as follows:

BEGINNING at a point on the southerly right-of-way line of South Park County Road No. 22-1, from which the northwest corner of said Section 6 bears N38°36'07"W, 32.09 feet;

thence along said right-of-way line, S89°46'26"E, 1215.17 feet to the intersection with a circular curve, from which the radius point bears S18°31'47"W, 1482.38 feet;

thence southeasterly along the arc of said curve, through a central angle of 00°12'00", 5.17 feet;

thence along a radial bearing S18°43'47"W, 10.00 feet;

thence S71°16'13"E, 997.69 feet;

thence N18°43'47"E, 19.70 feet to the beginning of a circular curve, concave to the west, with a radius of 100.00 feet;

thence northwesterly along the arc of said curve, through a central angle of 63°19'15", 110.52 feet;

thence N44°35'28"W, 146.36 feet;

thence N72°08'34"W, 207.83 feet to the beginning of a circular curve, concave to the southwest, with a radius of 250.00 feet;

thence westerly along the arc of said curve, through a central angle of 15°11'07", 66.26 feet;

thence N87°19'41"W, 224.44 feet to the beginning of a circular curve, concave to the northeast, with a radius of 44.00 feet;

thence northerly along the arc of said curve, through a central angle of 52°58'10", 40.68 feet to the intersection with said southerly right-of-way line;

thence along said right-of-way line through the following

courses and distances:

proceeding S89°46'26"E, 165.46 feet;

thence S00°13'34"W, 15.00 feet to the intersection with a circular curve, from which the radius point bears S00°13'34"W, 778.51 feet;

thence southeasterly along the arc of said curve, through a central angle of 46°49'13", 636.17 feet to the intersection with a circular curve, from which the radius point bears S84°57'05"W, 180.00 feet;

thence departing said right-of-way line, southerly along the arc of said curve, through a central angle of 23°46'42", 74.70 feet;

thence S18°43'47"W, 9.70 feet;

thence S71°16'13"E, 114.85 feet to the point of intersection with said southerly right-of-way line; said point being on a circular curve, from which the radius point bears N50°10'17"E, 612.96 feet;

thence easterly along the arc of said curve, through a central angle of 27°18'06", 292.08 feet to the intersection with the east line of said Lot 3 of Section 6;

thence along said line, S00°22'59"E, 12.28 feet;

thence N71°16'13"W, 1472.05 feet to the beginning of a circular curve, concave to the southwest, with a radius of 1382.38 feet;

thence westerly along the arc of said curve, through a central angle of 18°30'13", 446.44 feet;

thence N89°46'26"W, 729.50 feet;

thence S45°05'17"W, 28.22 feet to the intersection with the easterly right-of-way line of said South Park County Road No. 22-1;

thence along said line, N00°02'59"W, 45.00 feet to the **POINT OF BEGINNING;**

ENCOMPASSING an area of 4.19 acres, more or less;

TOGETHER WITH a parcel of land located in said Lot 3 of Section 6, more particularly described as follows:

BEGINNING at a point on the north line of said Lot 3, from

which said northwest corner of Section 6 bears N89°46'26"W, 2025.20 feet;

thence along said north line of Lot 3, S89°46'26"E, 83.93 feet;

thence S22°25'49"E, 52.82 feet to the point of intersection with the northerly right-of-way-line of said South Park County Road No. 22-1; said point being on a circular curve, from which the radius point bears S29°02'13"W, 878.51 feet;

thence along said right-of-way line, westerly along the arc of said curve, through a central angle of 07°30'46", 115.19 feet to the POINT OF BEGINNING;

ENCOMPASSING an area of 0.04 acres, more or less;

said parcels being SUBJECT TO any easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements or encumbrances of sight and/or record;

the BASIS OF BEARING being S89°46'26"E along the north line of said Lot 3 and Lot 4.



John J. Warren
Wyoming Professional Land Surveyor No. 4530
Jorgensen Engineering & Land Surveying P.C.
Project No. 93010.01 March 10, 1994
ref. d.93010/d.01/d.wp rowl.wp

DESCRIPTION OF
RIGHT-OF-WAY TO BE VACATED
LOCATED IN LOT 3 AND LOT 4, SECTION 6
T40N, R116W, 6th P.M.
TETON COUNTY, WYOMING

TO WIT:

A parcel of land located in Lot 3 and Lot 4 of Section 6, T40N, R116W, 6th P.M., Teton County, Wyoming; said parcel being a portion of South Park County Road No. 22-1 and more particularly described as follows:

BEGINNING at a point on the north line of said Lot 4, from which the northwest corner of said Section 6 bears N89°46'26"W, 1151.50 feet;

thence along the north line of said Lot 3 and Lot 4, S89°46'26"E, 381.36 feet to the intersection with a circular curve, from which the radius point bears S89°44'29"E, 44.00 feet;

thence southerly along the arc of said curve, through a central angle of 34°37'02", 26.58 feet to the intersection with the southerly right-of-way line of said South Park County Road;

thence along said right-of-way line, N89°46'26"W, 305.35 feet to the intersection with a circular curve, from which the radius point bears S18°31'47"W, 1482.38 feet;

thence northwesterly along the arc of said curve, through a central angle of 03°22'48", 87.45 feet to the POINT OF BEGINNING;

ENCOMPASSING an area of 0.20 acres, more or less;

TOGETHER WITH a parcel of land located in said Lot 3 of Section 6; said parcel being a portion of said South Park County Road No. 22-1 and more particularly described as follows:

BEGINNING at the point of intersection of the east line of said Lot 3 with the northerly right-of-way line of said South Park County Road, from which the northeast corner of said Lot 3 bears N00°22'59"W, 465.52 feet;

thence along said east line, S00°22'59"E, 17.32 feet;

thence N71°16'13"W, 244.85 feet to the point of intersection with the southerly right-of-way line of said South Park County Road; said point being on a circular curve, from which the radius point bears N50°10'17"E, 612.96 feet;

thence along said right-of-way line through the following courses and distances:

proceeding northwesterly along the arc of said curve, through a central angle of 02°25'31", 25.95 feet;

thence N37°24'12"W, 52.66 feet to the beginning of a circular curve, concave to the southwest, with a radius of 778.51 feet;

thence northwesterly along the arc of said curve, through a central angle of 05°33'02", 75.42 feet to the intersection with a circular curve, from which the radius point bears S84°57'05"W,

180.00 feet;

thence departing said right-of-way line, northwesterly along the arc of said curve, through a central angle of $39^{\circ}32'33''$, 124.23 feet;

thence $N44^{\circ}35'28''W$, 54.49 feet to the beginning of a circular curve, concave to the northeast, with a radius of 220.00 feet;

thence northwesterly along the arc of said curve, through a central angle of $22^{\circ}09'39''$, 85.09 feet;

thence $N22^{\circ}25'49''W$, 19.22 feet to the point of intersection with said northerly right-of-way line of South Park County Road; said point being on a circular curve, from which the radius point bears $S29^{\circ}02'13''W$, 878.51 feet;

thence along said northerly right-of-way line through the following courses and distances:

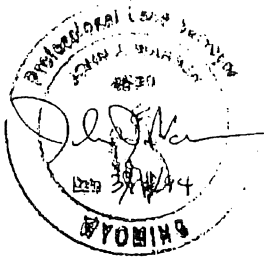
proceeding southeasterly along the arc of said curve, through a central angle of $23^{\circ}33'35''$, 361.24 feet;

thence $S37^{\circ}24'12''E$, 52.66 feet to the beginning of a circular curve, concave to the northeast, with a radius of 512.96 feet;

thence southeasterly along the arc of said curve, through a central angle of $24^{\circ}49'54''$, 222.31 feet to the POINT OF BEGINNING;

ENCOMPASSING an area of 0.92 acres, more or less;

the BASIS OF BEARING being $S89^{\circ}46'26''E$ along the north line of said Lot 3 and Lot 4.



John J. Warren
Wyoming Professional Land Surveyor No. 4530
Jorgensen Engineering & Land Surveying P.C.
Project No. 93010.01 March 10, 1994
ref. d.93010/d.01/d.wp row2.wp

**Dan Heilig
1000 Montana Rd.
Jackson, WY 83001**

April 5, 2024

Tyler Valentine
Senior Planner
Town of Jackson
P.O. Box 1687
Jackson, WY 83001

Re: Item P23-204, P23-206 & P24-007 — Presbyterian Church of Jackson Hole

Dear Mr. Valentine:

Thank you for inviting public comment on the above-captioned project. My wife and I own the property directly across the street from the proposed housing development, which we purchased from the Brumsteds in June, 2023.

We are aware of the housing crisis in Jackson, and support local efforts to provide workforce housing in our community. That said, we wish to bring to your attention a few specific aspects of the church's proposal that concern us.

Access to the units. The church's application (at 26) states that "Vehicular access to the site will be provided from Montana Road." The proposed location of this access point is directly across the street from our driveway. Given the obvious conflicts and disturbances created by this location, we request that alternative locations for ingress/egress be given careful consideration in this process, the most obvious being the church's parking lot, or from other locations along South Park Loop Road. Any agreement between Four Lazy F Ranch and the church which the church contends restricts access options to Montana Road should be scrutinized to determine whether it has binding legal effect regarding this issue.

Construction. We request that during the construction phase, all construction-related traffic (land surveyors, construction crews, heavy equipment, etc) access the project from the church's parking lot. In addition, all construction equipment and materials should be parked/stockpiled on church property and in no other location. The hours of construction should be limited to 8am to 5pm Monday through Friday to reduce impacts to the neighborhood, and parking of vehicles related to the project should not be permitted on Montana Road or High County Drive.

Neighborhood Impacts. As noted by several of our neighbors in Larry's and Hi-Country subdivisions, the project will result in a significant impact to the peace and quiet of the neighborhood including increased traffic and traffic noise, light pollution from outdoor lighting and vehicle headlights/brake lights, loss of open space, barking dogs, amplified stereo music, etc. Given these impacts, we request that you prepare a Neighborhood Impact Analysis detailing all of the anticipated impacts and consider a range of actions to avoid or mitigate them. Meaningful public involvement in this process is critical. As you know, the church held a public meeting on March 20, 2023, to solicit views and opinions from neighbors about the proposal, yet it is unclear whether any changes to project design were made in response. This analysis should be more than a simple "check-the-box" exercise.

Traffic impacts. Although the application includes a traffic analysis, it fails to address the roads that will see the greatest impacts: Montana Road and High Country Drive. The traffic study also fails to include the road intersection that will experience the greatest increase in use: High Country Drive and Montana

Road. Montana Road currently provides access to a total of five homes (including ours) and sees very little use. During most times of the day, the road is empty; several hours can pass without the passage of a single vehicle. But with access to the project proposed from Montana Road, traffic volume will increase dramatically, well beyond the level of existing uses. The Traffic Impact Study (TIS) included with the church's application makes the astonishing and patently erroneous claim that, "...the trips generated by this development are not expected to have any significant impact on levels of performance on adjacent streets and intersections or to the regional street system." See TIP Executive Summary at 3. This is clearly not the case. The obvious way to avoid these significant impacts to neighborhood roads is to identify/select a different, less intrusive access point into the project area.

We also request that the traffic study take into account the cumulative impacts from future developments planned/approved on South Park Road, and the traffic increase on South Park Loop Road anticipated from development of the Tribal Trails connector.

Zoning and Existing Assigned Density. Considering the likely impacts to the quiet use and enjoyment of our property, we would of course prefer that the zoning and existing assigned density applicable to the lot remain unchanged at NL-3, "a low density neighborhood zone intending to recognize existing residential neighborhoods. The NL-3 ordinarily permits detached single family dwelling units." That said, should the project move forward, we would appreciate any and all efforts to avoid and/or mitigate negative effects to residential properties in the two existing subdivisions closest to the church's development.

Alternative building site locations. When discussing this project with others, the most common question I hear is "Why doesn't the church build this project in its existing parking lot?" The 5+acre lot is certainly larger enough, and use of the lot is limited, even on the busiest days, to a fraction of the total parking capacity. Building on previously disturbed property is clearly the environmentally-preferable alternative that would more closely align with the environmental values expressed in the Comp Plan. Given the obvious advantages, this option demands thorough consideration in the approval process.

Sewer line capacity. Teton County's soon-to-be-approved Water Quality Management Plan identifies connecting Hi-County and Larry's subdivisions to the town's wastewater treatment facility as a high priority. The church's application (at 18) states: "Municipal water and sewer lines are immediately adjacent to the property and adequate capacity exists in both systems to accommodate this proposed housing. The sewer extension onto Church property also provides an opportunity for future connections to the adjoining residential neighborhood, which could eliminate known septic problems in that area." We request that the sewer line constructed to serve the church's housing project provide sufficient capacity to accommodate future wastewater treatment needs Hi-County subdivision and that this element be included as a condition of approval.

Bifurcation of project phases. Given the fact that Phase 2 is highly uncertain, please consider the advantages and/or disadvantages of bifurcating analysis and approval of the two phases which, although comprised of housing units, are quite different in nature and serve different purposes.

We appreciate the opportunity to provide comments, and look forward to further discussions with the town and church leaders about the church's development proposal.

Sincerely,

Dan Heilig
1000 Montana Rd.
Jackson, WY 83001

Tyler Valentine

From: David Ellerstein <info@jacksonholeanglers.com>
Sent: Monday, April 15, 2024 11:07 AM
To: Tyler Valentine; Paul Anthony
Subject: Comments on PCJH Proposed development



Hello Town of Jackson Officials,

I am writing today to voice my strong opposition to the plan by the Presbyterian Church of Jackson Hole to build a massive new development on the lots located between South Park Loop Road and Montana Road.

I have lived in Larry's Subdivision for over 20 years and will be the closest neighbor to the proposed development (990 Montana Road). The lots in their current state provide a multitude of benefits to our neighborhood and the Jackson Hole Community at large. Below are just some of the reasons I oppose this development.

Wildlife. These lots are a migration corridor for elk, deer, fox, moose, and even the occasional wolf and bear have moved through. Hardly a night goes by where some form of wildlife isn't on this land. Once developed it will cut off a key piece of open space that allows animals to travel to and from High School Butte which is a refuge for animals inside our town's limits.

Neighborhood Character. Currently there are a large number of high density projects happening south of South Park Loop Road. The North side of South Park Loop hosts a number of developments with a completely different character (single family homes on lots averaging close to half an acre per lot). This proposed development will break the wall that the road offers and put high density developments where they do not belong and irrevocably change the character of this part of town.

Traffic, Parking, Noise, Dogs. Placing this many units in such a small space will obviously increase the amount of all these issues in our neighborhood. We came to Jackson Hole in 1995 to enjoy a quieter life where you know your neighbors and live in harmony with the environment. This proposed development threatens all these things that Jackson has always prided itself on. There is no need for this here.

Need. Not only does the church want to build all of these new housing units but it also wants to add an event center on the site. Currently the church has an event center in their building that barely gets used. They have one of the biggest parking lots in town and it sits empty most of the time and has rarely if ever been filled to more than 70%. They clearly have room to build some units on their current footprint and not expand into our neighborhood causing all the problems listed above.

Legality. I am no lawyer (I'm actually a fly fishing outfitter), but it seems to me that these lots are zoned for a few single family homes. I am sure when the zoning was put into place it was not random. The planners knew that in order to maintain community character there should be areas for homes and areas for dense development. This area was clearly set aside for single family homes. Let's not change that. Just because there is a mechanism to change zoning it doesn't mean it should be used. Only use it in the most dire of circumstances. This is not it.

There are a myriad of more reasons to go into as to why this development should be shot down and I'm sure my neighbors will touch on them. I close by putting out a simple plea. Shoot down the PCJH proposal and save our community. Thank you.

-David Ellerstein

From: ginger anderson <gingerroseanderson@gmail.com>
Sent: Friday, April 12, 2024 3:17 PM
To: Paul Anthony; Tyler Valentine
Subject: PCJH employee housing application

April 12, 2024

Dear Planning Commission and Town Planners,

We own a single-family home in Hi Country subdivision. We consider PCJH to be an asset to the neighborhood and appreciate their need for employee housing.

However, we do object to the church's proposal to up-zone the parcel from 3 units to 21 for the following reasons:

1) The density does not fit with the character of the adjacent neighborhoods. Both Hi Country and Larry's neighborhoods are low density, single-family homes, not dense apartments or townhomes.

2) There is also a need to protect the local environment and habitat as deer, moose and fox frequently cross the parcel. Twenty one dwellings on this property would further hamper wildlife access to water and the butte.

3) The setbacks should be upheld to retain the more spacious, rural quality of the northern side of the road. Reducing the setbacks is not necessary to keep the courtyard larger; this can also be achieved by having fewer units. Also, I am worried about what will happen to the pathway currently located on the north side of the property.

4) The parking problem Latitude 43 Apartments have should not be repeated. PCJH needs to provide an adequate number of parking places so Montana Drive does not end up with constant vehicle parking and storage.

5) While we like the idea of pocket neighborhoods, a "small community building" which increases the footprint of the project on an already too small parcel, seems unnecessary when a large church with many gathering spaces is right across the parking lot.

We feel that zoning is a commitment to citizens of what to expect when they invest in a family home. While "allowed density can always be amended," it does not "invariably" have to change. The town planners should consider this new development's spillover impact of noise, light pollution, obstructed views and traffic on the existing neighbors and wildlife. To upzone a parcel from 3 units to 21, a sevenfold increase in density, is just too much.

Thank you for your consideration of our point of view.

Calvin and Virginia Anderson

--

From: John W. Graham <jwg@glslp.com>
Sent: Tuesday, March 19, 2024 3:48 PM
To: Lea Colasuonno; David Defazio; Tyler Valentine; Paul Anthony
Cc: Todd Oliver; Michael Halpin; Katie Harding
Subject: Cottonwood masterplan DU ownership / PCJH development application

All,

I wanted to put everyone on the same email chain as both the Presbyterian Church and the Town have reached out to Four Lazy F Ranch, Inc. with concerns over the continued ownership of the remaining DUs from the Cottonwood Master Plan approval (the “*CNMP*”).

As a preliminary matter, I am working off the analysis in the Town’s February 24, 2023, ZCV response letter finding that there are indeed 59 residential units within the CNMP and that those units may be used to increase density on a property within the CNMP, provided that density addition goes through the proper procedures.

I am also operating on the assumption that, as Four Lazy F Ranch has, over the years, been allowed to reallocate density between different areas within the CNMP, that the Town accepts, at least preliminary, that Four Lazy F Ranch has an “ownership” interest in the DUs.

As a result, my understanding is there is no dispute 1) that these excess DUs exist, 2) that these DUs may be assigned to areas within the CNMP pursuant to the process laid out in the ZCV, and 3) that, absent any evidence of a subsequent conveyance, the legal owner of those DUs is Four Lazy F Ranch. To the extent I am wrong about our agreement on issue 3, I’m happy to discuss further, but, again, it seems to me that the Town has necessarily taken that position via allowing subsequent reallocations within the CNMP by Four Lazy F Ranch and the acknowledgement that these DUs can be used. (Put more pointedly, if the February 24, 2023 ZCV is correct, but the DUs aren’t “owned” by anyone in particular or have some sort of ethereal common ownership, every homeowner in the CNMP will be racing to the planning department to submit an application for increased density and to “claim” some of the unused rights).

So, the only issue appears to be whether Four Lazy F Ranch has conveyed any of these unused DUs, limiting its available stock. It has not.

First, while Four Lazy F Ranch is potentially transferring some of these DUs standing alone to PCJH, it has never made a standalone conveyance of DUs prior.

As a result, the only basis to claim Four Lazy F Ranch had transferred away some of its DUs would be to claim Four Lazy F has issued deeds or other planning or title documents that include unused DUs within a tangible conveyance or approval. And this has certainly occurred. The parcel PCJH is developing is a prime example, with notations on the plat that the parcels include to date unused DUs.

However, with the limited exception of these PCJH parcels, there are no other deeds conveying away unused DUs. Instead, only single parcels have been conveyed pursuant to approved plats that only used a portion of the available DUs for the CNMP.

Based on our correspondence to date, it seems taken for granted for both Cottonwood Park and Cottonwood Flats there was no implicit transfer of DUs, as it would seem unworkable to claim that a warranty deed for a single parcel platted as a single-family home necessarily included some intangible right in an unallocated DU for the larger master plan area. But there is some concern regarding Blair Place Apartments in this regard.

So, for Blair Place specifically, there is no basis to conclude that any DUs transferred in 2021 when a Four Lazy F Ranch successor entity sold the Blair Place parcel to the current owners. The deed for that sale only conveys “Lot 1 of the Cottonwood Park Homestead Neighborhood Addition” and the “tenements, hereditaments, appurtenances, and improvements” belonging to that parcel. As a result, the only way DUs could have been transferred to the buyer by that deed is if the DUs themselves were specifically allocated to that lot.

There were no DUs that were specifically allocated to Blair Place and not actually developed, however. At one time, Blair Place did originally have an overallocation of units between the original approval and final plans (approximately 306 approved units to approximately 294 actually built according to Mr. Oliver’s memory, but those numbers might be a bit off as we have not pulled the relevant records).

However, Four Lazy F actually came to the Town and had the number of units approved for the project reduced, after realizing they would underdevelop, to reflect their final designs and reserve DUs for later projects. Mr. Oliver specifically remembers that meeting because the Town initially asked for a new traffic study even though the development would be fewer units but contain the same road and traffic patterns. While we have not been able to confirm the date of that meeting, Mr. Oliver has a hard copy of the minutes that we can find and produce those when he is in town, if necessary, but these records should also be in town planning records.

As a result, a review of planning records should establish that the DUs allocated to Blair Place (or “Lot 1 of the Cottonwood Park Homestead Neighborhood Addition”) matched the as built development, and there are no excess DUs specifically allocated to that parcel which could have been included in a deed to that parcel.

This reading is also consistent with the private purchase and sale agreement for the Blair Place property, which provides in relevant part, that the sale includes “[t]o the extent assignable, all rights, titles, and interests of Seller in all development rights, entitlements, rights to develop, service contracts, warranties or guaranties, *if any*, relating to the Land, the Improvements, or the Personal Property, but *excluding any and all development rights of other rights situated within the “Master Plan” for lands owned by seller...*” The emphasis is added, but the language makes clear the parties contemplated that Blair Place might not have excess development rights, and unallocated DUs were not included. I have excluded a full copy of the agreement as I do not want the terms and conditions to be subject to a public records request, but am happy to make a copy available for inspection to confirm the accuracy of the quote and the authenticity of the agreement if anyone from the Town would like to review.

As a result, the record establishes that Four Lazy F has never transferred any of the unused 59 DUs.

If there are any questions or follow up on this analysis, please don’t hesitate to let me know.

GEITTMANN LARSON SWIFT LLP
JACKSON HOLE, WYOMING
ATTORNEYS & COUNSELORS AT LAW

John Graham
PARTNER

(307) 733-3923
155 East Pearl Street, Suite 200
PO Box 1226
Jackson, WY 83001
glsllp.com | jwg@glsllp.com

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Tyler Valentine

From: John Hanlon <johnhanlon12@outlook.com>
Sent: Thursday, December 28, 2023 3:05 PM
To: Tyler Valentine
Subject: South park development



Dear Tyler Valentine,

I have been watching the various developments along South Park Loop. The latest to come to our attention is the Presbyterian church's plan to build 21 housing units and recreation center of some sort on the narrow strip of land next to Montana Rd. This is far beyond the entitled use for that space. I heard some time ago from Mr. Halpin that it is for 4 houses and anything over that requires a CUP. The town has the power to issue a CUP but many neighbors I have spoken with are against it.

You are allowing 193 units at "The Loop" project just east of the Middle School, and I hear there will be 80 units for teachers at the north side of the gym at the Middle school plus there will be 1500 to 1800 homes in the Gill's project next to the high school (Northern South Park development). This could potentially be 4,000 to 5,000 more citizens in an already very dense area. We do not have the roads, water system, sewer capacity, schools, fire/police protection, etc. to carry this load and it will destroy any sense of neighborhood or community we may have. It will unquestionably require the completion of the Indian Trails Connector for which there is no great way to intersect Route 22. There is not room to make So Park Loop from the Maverick to the Middle School intersection a 4 lane road and that road is already overburdened at school open and close hours with parents shuttling kids.

With all due respect to the issues of housing shortage, I feel we must check ourselves and our growth somewhere. These numbers exceed the population of most towns in Wyoming. This buildout is really way past the realm of common sense.

As a resident of the neighborhood, I firmly oppose this latest project by the church.

Thank you for your consideration.

Sincerely,

John Hanlon

995 Maddox Drive

Teton County, WY.

From: John Hanlon <johnhanlon12@outlook.com>
Sent: Sunday, March 31, 2024 3:36 PM
To: Tyler Valentine
Subject: PUD on So Park Loop at Presby Church

Dear Mr. Valentine,

In addition to comments previously made on 12/29/2023 I would like to add this:

Since the Northern South Park Loop (Gill project) is moving forward with nearly 1500 units and “The Loop” project is moving forward with 193 units There should be ample housing for the church project very nearby. The church is allowed by right to 4 units on the subject lot and I will not oppose that, but 21 more units will further over crowd some of the densest housing in Jackson. The school project will add another 80 units next to the middle school. The probable addition of the Indian trails connector will be necessary to accommodate all the new residents. The traffic patterns and congestion will be horrendous since you are adding a possible 5,000 more residents within a ½ mile of the church, and my house. The construction, noise, dust and road wear will be intolerable. Please, I beg you to use some common sense and restraint, do not add more.

Thank you.

John Hanlon

995 Maddox drive

POB 3583

Jackson WY. 83001

From: noreply@civicplus.com
Sent: Wednesday, April 17, 2024 5:09 PM
To: Tyler Valentine
Subject: Online Form Submittal: Email Tyler Valentine

Email Tyler Valentine

Email Content: Hi Tyler,

We strongly disagree with the Presbyterian Church's needs to build 21 units on their property in the High Country Subdivision. We have lived on Montana Road for 25 years and feel this is out of character with the neighborhood values. The current regulations state 4 units could be developed, which fits with our neighborhood. Should the Church wish to build more I would suggest they consider re-developing their parking lot. The lot sits empty most days, is a place for people to spin doughnuts in the winter, and has had multiple instances of screaming matches resulting in us calling law enforcement. So, with so much paved empty space, why would they need to also add parking for all 21 units? Why would the Church, which has seen expansions since it was first built, also need to provide them a community center along with the 21 units? Isn't that what the actual Church itself would be for? If they wish to develop the vacant lots, let it stand at 4 units. Should they wish to develop 21, how about they change their parking lot.

As for disruptions to the neighborhood, this will provide housing to people who do not live here, if I understand the Church correctly. The price of our housing will change, and we already know what a struggle that is. Traffic will be affected. There are days when I myself plow the Montana Road because no one else has plowed it yet. In the summer both local and non-local licensed cars park on Montana Road to walk the bike path and hike the butte, but there is no enforcement of the County's no parking on county roads. Wont the guests of these 21 units find it convenient to park on the street instead of in cramped spaces, because I know they wont use the Church parking lot. Wildlife will be in more conflict with humans, from moose to deer. Their access to water will diminish. Ducks and other birds will lose habitat.

While I would prefer to see the lots remain undeveloped, a

common sense compromise would be to allow the 4 units and no more.

Your Name: Keelan Schupman

Your Company Name: *Field not completed.*

Your Phone Number: *Field not completed.*

Your Email Address: dkschupman@gmail.com

Your City: Jackson

Your State: Wyoming

Your Zip Code: 83001

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From: Louise Galiher <ljpgpointswest@hotmail.com>
Sent: Wednesday, April 3, 2024 6:09 PM
To: Tyler Valentine; Paul Anthony
Subject: Comment of Opposition- Proposed Development- Presbyterian Church 21 units

My husband and I purchased (and paid value for) what we thought was almost 2 acres of land to retire on. This would be our home, our peace, our solitude. Through horrific events we found out that while we in fact purchased and paid value for what we believed we had...we also purchased a fight, a long and costly lawsuit, and in the end lost land that we paid full value for without compensation. We lost it to a neighbor who lacked the requisite legal intent yet still gained ownership of our property in an adverse possession case.

Fast forward to now...you get what you purchased, what you paid for, what you bargained for in an exchange- in your legally binding contract. You should not be legally allowed to create a new bargain once the contract is complete and in reality would need new consideration in order to do so. Here none of that is the case. What I am specifically talking about are the 21 proposed housing units in an area that was acquired with the designation that 4 could be built. This is egregious and not sustainable to allow these type of modifications. This would be allowing a very high density in an area that was not intended to look in this proposed way. The infrastructure, the aesthetic, this would be allowing or manufacturing a windfall value when that was not what was bargained for in an exchange- or the contract.

Ingress and egress will become labored, challenging and thick with traffic. Think about an emergency- in an emergency there is no fast access in and out. We are seniors and this was very important to us when we bought and had become more of a concern as we continue to age. Increasing this level of density would hamper our access to emergency care with what would likely look like broadway at 5pm.

We enjoy and appreciate seeing wildlife- increasing people decreases wildlife.

This proposed development is not in keeping with the layout, the aesthetic, or the plan of this neighborhood that it would drastically change- Hi Country Subdivision.

This development would be in addition to 193 units at the loop, 80 at the middle school and 1500 at Gill in North South Park. This development will have grave impacts on our neighborhood specifically and create a high density urban dwelling. That is not what we purchased. Let's take accountability and hold people to what they purchased to protect the integrity of our community and the county. None of us purchased and live in Town, and that was our choice. Please do not allow the Town to now be built around us.

The church has legal right to build 4 units and we request that our concerns be taken into account and the request to build 21 units rejected.

Thank you,

The Galiher's (homeowners in Hi- Country Subdivision, 900 S. Maddox Dr.)

From: noreply@civicplus.com
Sent: Monday, July 1, 2024 8:54 AM
To: Hailey Morton Levinson
Subject: Online Form Submittal: Beckey Kimmel Email Hailey Morton Levinson

Email Hailey Morton Levinson

Email Content: Hi Hailey, great to see you most weeks at Rotary. Thank you for supporting the plan and helping to make the SPET ballot a possibility for the new Jackson Hole History museum; it is beautiful. What a great job Morgan and the board have done! FYI, I plan to attend the Jackson Town Council meeting tonight to support the Presbyterian Church's Housing request. I love the plan, love the fact that our employees and other Workforce Housing tenants will be able to walk to work, perhaps jump on the bike trail during peak summer seasons and live in a lovely environment. It's a wonderful plan. We look forward to answering any questions you and your fellow council members may have, sincerely, Becky Kimmel, PCJH board member and volunteer Co-chair of the capital campaign to fund our project, cell 307-699-4817

Your Name: Becky Kimmel

Your Company Name: Presbyterian Church of Jackson Hole (PCJH)

Your Phone Number: 3076994817

Your Email Address: becky@kimmelskabana.com

Your City: Wilson

Your State: Wyoming

Your Zip Code: 83014

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From: noreply@civicplus.com
Sent: Monday, July 1, 2024 11:18 AM
To: Town Council
Subject: Online Form Submittal: Irene Lund Email the Town Council

Email the Town Council

Email Content: Thank you for considering the Home Sted Project .
Staff housing is so important for filling positions at the
Presbyterian Church of Jackson Hole and this project hopes to
make some of the units available for other employees in
Jackson as well.
Irene Lund

Your Name: Irene Lund

Your Company Name: *Field not completed.*

Your Phone Number: 3077349733

Your Email Address: irene.lund13@gmail.com

Your City: Jackson

Your State: WY

Your Zip Code: 83001

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Town Council](#)
Subject: Online Form Submittal: Marian Meyers Email the Town Council
Date: Monday, July 1, 2024 4:58:04 PM



Email the Town Council

Email Content:

Dear Town Council:

First and foremost, thank you for your service to our community.

This email is to urge Town Council's approval of the Presbyterian Church of Jackson Hole (PCJH) proposal in its entirety per your agenda below.

PCJH is seeking to solve its own employee housing crisis with this project. The recent Teton Pass road collapse highlighted further the critical lack of employee housing on the East side of the Pass.

PCJH has been an integral part of the community since the church was "planted" about 30 years ago. Significant community supports include helping to organize the Community Resource Center and providing community COVID vaccinations in the sanctuary.

This PUD has been thoughtfully and thoroughly planned with the sole purpose of providing housing for PCJH staff.

Please support these efforts by approving this proposal in its entirety.

Thank you for your consideration—Marian Meyers

B. Planning & Building
2. Planned Unit Development Amendment, Development Plan, Conditional Use Permit, and fee waiver request for the Presbyterian Church of Jackson Hole Housing Development at 1201 South Park Loop Road (P23-206, P23-204, P24-007, P24-024) (Tyler Valentine)

Your Name: Marian Meyers

Your Company Name: *Field not completed.*

Your Phone Number: 3076903847

Your Email Address: marianlmeyers@gmail.com

Your City: Jackson

Your State: WY

Your Zip Code: 83001

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STAFF REPORT



Meeting Date:	July 15, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P24-042: Request for an LDR Text Amendment to replace the title of Community Development Director and to introduce the title of Planning and Building Director	Public Comment:	Yes

Purpose & Policy Considerations.

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

Requested Action.

This is a staff-initiated request. Staff proposes a Text Amendment to the Town of Jackson LDRs to repeal occurrences of the title “Community Development Director” and to introduce the title of “Planning and Building Director.” The proposed amendment would modify the following LDR Sections:

- 4.3.1 – All Planned Resort Zones
- 8.2.4 – Application Submittal
- 8.6.3 – Zoning Compliance Verification (ZCV)
- 8.7.4 – Planned Unit Development (PUD)
- 8.9.2 – Violations
- 8.9.4 – Abatement of Violations
- 8.10.1 – Community Development Director
- 8.10.2 – Planning Director
- 8.10.3 – Plan Review Committee

Recommendation.

The Planning Director recommends **approval** of LDR Text Amendment P24-042 as presented in this staff report.

Key Policy Question.

Staff has not identified any key policy questions for consideration at this time.

Background.

In early 2024, the Town of Jackson underwent an organizational restructuring that impacted various positions, titles, and responsibilities. The position of Community Development Director (CDD) was eliminated along with the Community Planning Department. The position of Planning Director was expanded to become “Planning and Building Director” to oversee operations of both those departments and to assume some responsibilities previously given to the CDD. This change essentially returns this position to the same responsibilities it had prior to the creation of the Community Development Department.

Proposed Amendment

This staff initiated proposed Text Amendment seeks to align references of the titles and functions currently found within the LDRs for CDD and Planning Director to the new organizational structure of the Town of Jackson.

Please refer to the attached redline ordinance reading for the specific language as the below table summarizes the proposed changes.

LDR Section	Regarding	Current Language	Proposed Language
4.3.1.E.3	Submittal requirements for master plan (resort zones) applications	References role of CDD	Deletes CDD and replaces with Planning Director if that title is not currently mentioned
8.2.4.D-F	Common procedural standards for application submittal and review		
8.6.3.C	Findings for Zoning Compliance Verifications		
8.7.4.F.2	Effect of Expiration of a Planned Unit Development (PUD)		
8.9.2.B	Inspections of Violations of these LDRs		
8.9.4.A	Abatement of Violations of these LDRs		
8.10.3	Plan Review Committee		
8.10.1	Community Development Director	Describes title and responsibility of CDD	Repeals this section in its entirety
8.10.2	Planning Director	References role of Planning Director	Expands title of Planning Director to Planning and Building Director and adds responsibilities previously given to the CDD under LDR Sec. 8.10.1 (to be repealed)

Analysis.

Staff recommend approval of all proposed changes. The proposed amendment will align outdated titles and responsibilities of the CDD and Planning Director to improve both the organization and consistency of the LDRs. These updates address a change in the organizational structure of the Town of Jackson. Staff find the proposed amendment meets the findings of approval required by LDR Sec. 8.7.2 as described below.

Planning Commission.

The Planning Commission reviewed this item at the April 17, 2024, meeting and recommended unanimous approval to Town Council by a vote of (6-0).

Public Comment.

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

Staff Findings.

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, modify, or deny a proposed LDR Text Amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

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

Complies. The purposes of the LDRs per Division 1.3 are generally to implement the Comprehensive Plan and to promote the health, safety, and general welfare of the present and future inhabitants of the community. Staff finds the proposed amendment maintains this purpose but improves the organization of the LDRs to best reflect a change in the organizational structure of the Town of Jackson.

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

Complies. The proposed amendment updates Director titles and responsibilities to improve consistency across LDR Sections noted in this staff report and between the LDRs and the current organizational structure of the Town of Jackson.

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

Complies. The proposed amendment does not impact such flexibility for landowners but simply updates references to roles and responsibilities required of certain Town employees.

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

Complies. The amendment proposes to update Director titles and responsibilities to be reflective of the recent change in the Town of Jackson's organizational structure.

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

Not Applicable. Not applicable per Wyoming State statute.

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

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

Fiscal Impact.

None.

Staff Impact.

The amount of Staff time to review this Text Amendment, including research and report drafting, is approximately 10 hours.

Attachments or Links.

Ordinance Redline Draft

Ordinance Clean Draft

Department Reviews

Suggested Motion.

I move to **approve** LDR Text Amendment P24-042 based upon the findings presented in the staff report, the departmental reviews, minor changes by staff, and subject to this staff report dated July 15, 2024.

ORDINANCE ____

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1196, 1257, AND 1258; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART) AND 1165; SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 1161; SECTIONS 10, 11, 15, AND 16 OF TOWN OF JACKSON ORDINANCE NO. 1165; AND SECTIONS 4.3.1, 8.2.4, 8.6.3, 8.7.4, 8.9.2, 8.9.4, 8.10.1, 8.10.2, AND 8.10.3 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING THE COMMUNITY DEVELOPMENT DIRECTOR.

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. 1196 and 1257; Section 2 of Town of Jackson Ordinance No. 1074 (part); Section 3 of Town of Jackson Ordinance No. 1161; and Section 4.3.1 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

4.3.1. All Planned Resort Zones.

...

- E. **Procedure.** A Planned Resort master plan shall be reviewed pursuant to the standard procedures set forth for review of a PUD in Section 8.7.4. In addition, all Planned Resort master plans shall comply with the following procedural standards.

...

3. **Submittal Components.** A Planned Resort master plan application shall include all lands in a given resort area, as listed in subsection 4.3.1.B. The minimum requirements for a master plan application shall be established by the ~~Community Development~~Planning Director and shall include, but not be limited to:

...

(Ord. ____ § 1, 2024; Ord. 1257 § 1, 2020; Ord. 1196 § 1, 2018; Ord. 1161 § 3, 2017)

SECTION II.

Section 1 of Town of Jackson Ordinance No. 1258; Section 2 of Town of Jackson Ordinance Nos. 1074 (part) and 1165; Sections 10, 11, 15, and 16 of Town of Jackson Ordinance No. 1165; and Sections 8.2.4, 8.6.3, 8.7.4, 8.9.2, 8.9.4, 8.10.1, 8.10.2, and 8.10.3 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

8.2.4. Application Submittal.

...

- D. **Application Consolidation.** The application review process is intended to encourage efficient processing. Applicants are encouraged to consolidate the review of concurrent applications for a single site to the extent practical. Appropriate application consolidation will be established at the pre-application conference or by the ~~Community Development Director along with the~~ Planning Director and may include the waiver of overlapping application requirements. The ~~Community Development Director along with the~~ Planning Director may require application consolidation where the information from one application is necessary to review the compliance of another application.

...

- F. **Significant Modifications.** If at any point during the review of an application ~~the Community Development Director along with~~ the Planning Director deems that revisions to the application are significant enough to render previous reviews incomplete or obsolete, ~~the Community Development Director along with~~ the Planning Director may declare that the revision is a resubmittal or a new application and declare the original application withdrawn. Such a declaration resets all review deadlines and processes, and ~~the Community Development Director along with~~ the Planning Director may assess a new application fee.

...

(Ord. ____ § 2, 2024; Ord. 1258 § 1, 2020; Ord. 1165 § 2, 2017)

8.6.3. Zoning Compliance Verification (ZCV).

...

- C. **Findings.** In order to issue a zoning compliance verification the ~~Community Development Director along with~~ the Planning Director shall find that the property, portion of the property, or attribute of the property in question:

...

(Ord. ____ § 2, 2024; Ord. 1258 § 1, 2020; Ord. 1165 § 10, 2017)

8.7.4. Planned Unit Development (PUD).

...

- F. **Expiration.**

...

2. **Effect of Expiration.** Upon expiration, all rights established by the master plan shall become null and void. The Town shall amend the Official Zoning Map pursuant Section 8.7.3 from PUD to the zone that existed on the land prior to the PUD approval. If the prior zone no longer exists, the ~~Community Development Director~~ Planning Director shall propose the appropriate zone in which to place the land.

...

(Ord. ____ § 2, 2024; Ord. 1258 § 1, 2020; Ord. 1165 § 11, 2017)

8.9.2. Violations.

...

- B. **Inspection.** The ~~Community Development Director along with the~~ Planning Director shall gain permission prior to entering onto land within the Town to inspect suspected violations of these LDRs.

...

(Ord. ____ § 2, 2024; Ord. 1258 § 1, 2020)

8.9.4. Abatement of Violations.

- A. **Purpose.** Violations of these LDRs may be abated at the election of ~~the Community Development Director along with~~ the Planning Director. This procedure shall not be the sole remedy available, and the Town may enforce these LDRs in any manner provided by law.

...

(Ord. ____ § 2, 2024; Ord. 1258 § 1, 2020; Ord. 1165 § 15, 2017)

8.10.1. Community Development Director. (Repealed)

- ~~A. **Creation and Appointment.** The Community Development Director shall be appointed by and serve at the pleasure of the Town Administrator.~~
- ~~B. **Jurisdiction, Authority, and Duties.** In addition to the jurisdiction, authority, and duties which may be conferred upon the Community Development Director by other provisions of the Jackson Municipal Code and the Town Council, the Community Development Director shall have the following jurisdiction, authorities, and duties under these LDRs:~~
- ~~1. To initiate or review, consider, and recommend to the Town Council a decision on the following legislative applications:~~
 - ~~a. LDR text amendments pursuant to Section 8.7.2;~~
 - ~~b. Zoning Map amendment pursuant to Section 8.7.3;~~
 - ~~c. Planned Unit Development pursuant to Section 8.7.4.~~
 - ~~2. To review the effectiveness of these LDRs and the Official Zoning Map in implementing the Comprehensive Plan; and~~
 - ~~3. To lead and provide recommendations to the Town Council on strategic, longrange planning efforts on behalf of the Town including but not limited to the Comprehensive Plan, Integrated Transportation Plan, Housing Action Plan, etc.~~
- ~~C. **Delegation.** Any authority or duty of the Community Development Director may be delegated to a professional level employee of the Community Development Department or Planning Department, unless specified otherwise by these LDRs.~~

(Ord. ____ § 2, 2024; Ord. 1258 § 1, 2020)

8.10.2. Planning and Building Director.

- A. **Creation and Appointment.** The Planning and Building Director (hereinafter "Planning Director") shall be the agency head of the Planning and Building Department and shall be appointed by and serve at the pleasure of the Town Administrator.
- B. **Jurisdiction, Authority, and Duties.** In addition to the jurisdiction, authority, and duties which may be conferred upon the Planning Director by other provisions of the Jackson Municipal Code and the Town Council, the Planning Director shall have the following jurisdiction, authorities, and duties under these LDRs:

...

10. To initiate or review, consider, and recommend to the Town Council a decision on the following legislative applications:
- a. LDR text amendments pursuant to Section 8.7.2;

b. Zoning Map amendment pursuant to Section 8.7.3;

c. Planned Unit Development pursuant to Section 8.7.4.

11. To review the effectiveness of these LDRs and the Official Zoning Map in implementing the Comprehensive Plan; and

12. To lead and provide recommendations to the Town Council on strategic, long-range planning efforts on behalf of the Town including but not limited to the Comprehensive Plan, Integrated Transportation Plan, Housing Action Plan, etc.

~~103.~~ To initiate actions to revoke permits where the physical development, use, or development option is not in compliance with the terms and conditions of the permit;

~~144.~~ To initiate requests to the Town Attorney to institute proceedings against the violators of these LDRs;

~~125.~~ To undertake the day-to-day administration of the LDRs;

~~136.~~ To serve as the Secretary to the Planning and Zoning Commission/Board of Adjustment pursuant to the terms of the LDRs; and

~~147.~~ To take such other action and perform such other duties as may be provided for in the LDRs.

...

(Ord. ____ § 2, 2024; Ord. 1258 § 1, 2020)

8.10.3. Plan Review Committee.

A. **Purpose.** The purpose of the Plan Review Committee (PRC) is to advise and assist the Planning Director ~~and Community Development Director~~ in reviewing, making recommendations, and deciding applications by providing technical assistance regarding compliance with the LDRs.

...

(Ord. ____ § 2, 2024; Ord. No. 1258 § 1, 2020; Ord. 1165 § 16, 2017)

SECTION III.

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

SECTION IV.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION V.

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

PASSED 1ST READING THE ____ DAY OF _____, 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

ORDINANCE ____

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1196, 1257, AND 1258; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART) AND 1165; SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 1161; SECTIONS 10, 11, 15, AND 16 OF TOWN OF JACKSON ORDINANCE NO. 1165; AND SECTIONS 4.3.1, 8.2.4, 8.6.3, 8.7.4, 8.9.2, 8.9.4, 8.10.1, 8.10.2, AND 8.10.3 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING THE COMMUNITY DEVELOPMENT DIRECTOR.

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SECTION I.

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4.3.1. All Planned Resort Zones.

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- E. **Procedure.** A Planned Resort master plan shall be reviewed pursuant to the standard procedures set forth for review of a PUD in Section 8.7.4. In addition, all Planned Resort master plans shall comply with the following procedural standards.

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3. **Submittal Components.** A Planned Resort master plan application shall include all lands in a given resort area, as listed in subsection 4.3.1.B. The minimum requirements for a master plan application shall be established by the Planning Director and shall include, but not be limited to:

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(Ord. ____ § 1, 2024; Ord. 1257 § 1, 2020; Ord. 1196 § 1, 2018; Ord. 1161 § 3, 2017)

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Section 1 of Town of Jackson Ordinance No. 1258; Section 2 of Town of Jackson Ordinance Nos. 1074 (part) and 1165; Sections 10, 11, 15, and 16 of Town of Jackson Ordinance No. 1165; and Sections 8.2.4, 8.6.3, 8.7.4, 8.9.2, 8.9.4, 8.10.1, 8.10.2, and 8.10.3 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

8.2.4. Application Submittal.

...

- D. **Application Consolidation.** The application review process is intended to encourage efficient processing. Applicants are encouraged to consolidate the review of concurrent applications for a single site to the extent practical. Appropriate application consolidation will be established at the pre-application conference or by the Planning Director and may include the waiver of overlapping application requirements. The Planning Director may require application consolidation where the information from one application is necessary to review the compliance of another application.

...

- F. **Significant Modifications.** If at any point during the review of an application the Planning Director deems that revisions to the application are significant enough to render previous reviews incomplete or obsolete, the Planning Director may declare that the revision is a resubmittal or a new application and declare the original application withdrawn. Such a declaration resets all review deadlines and processes, and the Planning Director may assess a new application fee.

...

(Ord. ____ § 2, 2024; Ord. 1258 § 1, 2020; Ord. 1165 § 2, 2017)

8.6.3. Zoning Compliance Verification (ZCV).

...

- C. **Findings.** In order to issue a zoning compliance verification the Planning Director shall find that the property, portion of the property, or attribute of the property in question:

...

(Ord. ____ § 2, 2024; Ord. 1258 § 1, 2020; Ord. 1165 § 10, 2017)

8.7.4. Planned Unit Development (PUD).

...

- F. **Expiration.**

...

2. **Effect of Expiration.** Upon expiration, all rights established by the master plan shall become null and void. The Town shall amend the Official Zoning Map pursuant Section 8.7.3 from PUD to the zone that existed on the land prior to the PUD approval. If the prior zone no longer exists, the Planning Director shall propose the appropriate zone in which to place the land.

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(Ord. ____ § 2, 2024; Ord. 1258 § 1, 2020; Ord. 1165 § 11, 2017)

8.9.2. Violations.

...

- B. **Inspection.** The Planning Director shall gain permission prior to entering onto land within the Town to inspect suspected violations of these LDRs.

...

(Ord. ____ § 2, 2024; Ord. 1258 § 1, 2020)

8.9.4. Abatement of Violations.

- A. **Purpose.** Violations of these LDRs may be abated at the election of the Planning Director. This procedure shall not be the sole remedy available, and the Town may enforce these LDRs in any manner provided by law.

...

(Ord. ____ § 2, 2024; Ord. 1258 § 1, 2020; Ord. 1165 § 15, 2017)

8.10.1. Community Development Director. (Repealed)

(Ord. ____ § 2, 2024; Ord. 1258 § 1, 2020)

8.10.2. Planning and Building Director.

- A. Creation and Appointment. The Planning and Building Director (hereinafter “Planning Director”) shall be the agency head of the Planning and Building Department and shall be appointed by and serve at the pleasure of the Town Administrator.
- B. Jurisdiction, Authority, and Duties. In addition to the jurisdiction, authority, and duties which may be conferred upon the Planning Director by other provisions of the Jackson Municipal Code and the Town Council, the Planning Director shall have the following jurisdiction, authorities, and duties under these LDRs:

...

- 10. To initiate or review, consider, and recommend to the Town Council a decision on the following legislative applications:
 - a. LDR text amendments pursuant to Section 8.7.2;
 - b. Zoning Map amendment pursuant to Section 8.7.3;
 - c. Planned Unit Development pursuant to Section 8.7.4.
- 11. To review the effectiveness of these LDRs and the Official Zoning Map in implementing the Comprehensive Plan; and
- 12. To lead and provide recommendations to the Town Council on strategic, long-range planning efforts on behalf of the Town including but not limited to the Comprehensive Plan, Integrated Transportation Plan, Housing Action Plan, etc.
- 13. To initiate actions to revoke permits where the physical development, use, or development option is not in compliance with the terms and conditions of the permit;
- 14. To initiate requests to the Town Attorney to institute proceedings against the violators of these LDRs;
- 15. To undertake the day-to-day administration of the LDRs;
- 16. To serve as the Secretary to the Planning and Zoning Commission/Board of Adjustment pursuant to the terms of the LDRs; and
- 17. To take such other action and perform such other duties as may be provided for in the LDRs.

...

(Ord. ____ § 2, 2024; Ord. 1258 § 1, 2020)

8.10.3. Plan Review Committee.

- A. **Purpose.** The purpose of the Plan Review Committee (PRC) is to advise and assist the Planning Director in reviewing, making recommendations, and deciding applications by providing technical assistance regarding compliance with the LDRs.

...

(Ord. ____ § 2, 2024; Ord. No. 1258 § 1, 2020; Ord. 1165 § 16, 2017)

SECTION III.

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

SECTION IV.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION V.

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

PASSED 1ST READING THE _____ DAY OF _____, 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



PERMIT NOTES

Page 1 of 1

Report Run On: Thursday, 11 April
2024 12:23

Permit # P24-042

Parcel # :

Site Address:

Project Name: Replace Comm. Dev. Coordinator - LDR Amendment

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		See staff report for analysis.	KPAGE@JACKSONWY.GOV	04/09/24	4/9/24
GENERAL		Staff Requested Text Amendment	CHOLDEN@JACKSONWY.GOV	03/22/24	

STAFF REPORT



Meeting Date:	July 15, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P24-043: Request for an LDR Text Amendment to Repeal Sections Referencing Noise Standards	Public Comment:	Yes

Purpose & Policy Considerations.

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

Requested Action.

This is a staff-initiated request. Staff proposes a Text Amendment to the Town of Jackson LDRs to repeal occurrences of noise standards within the LDRs. The proposed amendment would modify the following LDR Sections:

- 2.2.2 through 2.2.17 – Neighborhood Low Density-1 (NL-1) through Town Square-2 (TS-2)
- 2.3.10 – Business Park (BP)
- 2.3.13 – Mobile Home Park (MHP)
- 3.3.1 – Rural Residential-Town (R)
- 4.2.1 – Public/Semi-Public—Town (P/SP)
- 4.2.2 – Park and Open Space—Town (P)
- 6.1.10 – Transportation and Infrastructure Uses
- 6.4.3 – Noise

Recommendation.

The Planning Director recommends **approval** of LDR Text Amendment P24-043 as presented in this staff report.

Key Policy Question.

Staff has not identified any key policy questions for consideration at this time.

Background.

On June 6, 2022, the Town of Jackson adopted Ordinance 1317 which updated Chapter 9.44 of the Jackson Municipal Code regarding excessive noise standards. Upon adoption of Ordinance 1317, excessive noise within Town limits is now regulated through the Municipal Code rather than the LDRs. Thus, references to noise standards in the LDRs are not needed for their regulation and enforcement.

Proposed Amendment

This staff-initiated proposed Text Amendment seeks to repeal occurrences of noise standards and to then introduce references to the municipal code within the LDRs to provide consistency with other adopted Town Ordinances.

Please refer to the attached redline ordinance reading for the specific language as the below table summarizes the proposed changes.

LDR Section	Regarding	Current Language	Proposed Language
2.2.2.C.3 – 2.2.17.C.3, 2.3.10.C.4, 3.3.1.C.4, 4.2.1.C.4, 4.2.2.C.4	Operational (or Nuisance) Standards for zones: Neighborhood Low Density-1 (NL-1) through Town Square-2 (TS-2), Business Park (BP), Rural Residential-Town (R), Public/Semi-Public— Town (P/SP, Park and Open Space—Town (P)	Noise (Sec. 6.4.3) – Sound level at property line (max) 65 DBA or Max sound level at property line 65 DBA	Deletes current language
2.3.13.C.4	Operational Standards for Mobile Home Park (MHP) zone	Noise (Sec. 6.4.3) – Max sound level at property line 55 DBA	Deletes current language
6.1.10.A.3.k	Standards for Wireless Facility Permits for Transportation and Infrastructure Uses	References LDR Sec. 6.4.3	Defers to noise standards set forth in Chapter 9.44 of the Jackson Municipal Code
6.4.3	Noise	Sets standards for maximum noise, exceptions for, and measurement of	Deletes subsections for maximum noise, exceptions for, and measurement of, then defers to noise standards set forth in Chapter 9.44 of the Jackson Municipal Code

Analysis.

Staff recommend approval of all the proposed changes. The proposed amendment consolidates LDR references to noise standards then defers their regulation and enforcement to the Jackson Municipal Code. This eliminates the opportunity for duplicative or conflicting standards. Staff find the proposed amendment meets the findings of approval required by LDR Sec. 8.7.2 as described below.

Planning Commission.

The Planning Commission reviewed this item at the April 17, 2024, meeting and recommended unanimous approval to Town Council by a vote of (6-0).

Public Comment.

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

Staff Findings.

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, modify, or deny a proposed LDR Text Amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

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

Complies. The purposes of the LDRs per Division 1.3 are generally to implement the Comprehensive Plan and to promote the health, safety, and general welfare of the present and future inhabitants of the community. Staff finds the proposed amendment maintains this purpose but clarifies the organization of the LDRs to best reflect the adoption of Ordinance 1317 which updated noise standards in the Jackson Municipal Code.

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

Complies. The proposed amendment improves consistency of the LDRs. The proposed text consolidates references to noise standards to fewer sections then defers regulation and enforcement to the Municipal Code. Previous inconsistencies or errors in the LDR text for noise standards have been rectified through this process.

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

Complies. The proposed amendment maintains landowners' flexibility and shifts the regulation and enforcement of noise standards from the Land Development Regulations to the Jackson Municipal Code.

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

Complies. The proposed amendment responds to adopted changes in the Jackson Municipal Code as part of Ordinance 1317.

5. Improves implementation of the Comprehensive Plan; and

Not Applicable. Not applicable per Wyoming State statute.

6. Is consistent with other adopted Town Ordinances.

Complies. The proposed amendment provides consistency between the LDRs and the Jackson Municipal Code which currently have duplicative noise standards.

Fiscal Impact.

None.

Staff Impact.

The amount of Staff time to review this Text Amendment, including research and report drafting, is approximately 10 hours.

Attachments or Links.

Ordinance Redline Draft

Ordinance Clean Draft

Department Reviews

Suggested Motion.

I move to **approve** LDR Text Amendment P24-043 based upon the findings presented in the staff report, the departmental reviews, minor changes by staff, and subject to this staff report dated July 15, 2024.

ORDINANCE ____

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1094, 1110, 1136, 1149, 1152, 1159, 1160, 1161, 1170, 1196, 1197, 1198, 1210 THROUGH 1222, 1273, 1278, 1299, 1313, 1314, 1316, 1324, 1338, AND 1343; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART), 1122, 1139, AND 1161; SECTIONS 3 THROUGH 13 OF TOWN OF JACKSON ORDINANCE NO. 1348; SECTION 4 OF TOWN OF JACKSON ORDINANCE NO. 1125; SECTION 8 OF TOWN OF JACKSON ORDINANCE NO. 1163; SECTION 11 OF TOWN OF JACKSON ORDINANCE NOS. 1111 AND 1159; SECTION 14 OF TOWN OF JACKSON ORDINANCE NO. 1111; SECTION 18 THROUGH 20 OF TOWN OF JACKSON ORDINANCE NO. 1111; AND SECTIONS 2.2.2 THROUGH 2.2.17, 2.3.10, 2.3.13, 3.3.1, 4.2.1, 4.2.2, 6.1.10, AND 6.4.3 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING NOISE.

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. 1136, 1149, 1159, 1170, 1196, 1197, 1198, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1273, 1278, 1299, 1313, 1316, 1324, 1338, and 1343; Section 2 of Town of Jackson Ordinance Nos. 1074 (part) and 1222; Section 3 of Town of Jackson Ordinance No. 1348; Section 4 of Town of Jackson Ordinance No. 1348; Section 5 of Town of Jackson Ordinance No. 1348; Section 6 of Town of Jackson Ordinance No. 1348; Section 7 of Town of Jackson Ordinance No. 1348; Section 8 of Town of Jackson Ordinance No. 1348; Section 9 of Town of Jackson Ordinance No. 1348; Section 10 of Town of Jackson Ordinance No. 1348; Section 11 of Town of Jackson Ordinance Nos. 1111, 1159, and 1348; Section 12 of Town of Jackson Ordinance No. 1348; Section 14 of Town of Jackson Ordinance No. 1111; and Sections 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.2.6, 2.2.7, 2.2.8, 2.2.9, 2.2.10, 2.2.11, 2.2.12, 2.2.13, 2.2.14, 2.2.15, 2.2.16, 2.2.17, 2.3.10, and 2.3.13 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

2.2.2. NL-1: Neighborhood Low Density-1.

...

- C. **Allowed Uses and Use Standards.** Standards applicable to uses in the NL-1 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to subsection 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NL-1 zone. This Subsection is intended to indicate all of the use standards applicable in the NL-1 zone, however, all standards in Article 6 are applicable in the NL-1 zone, unless stated otherwise.

...

3. Operational Standards
Outdoor Storage(Sec. 6.4.1)
Refuse and Recycling(Sec. 6.4.2)
Trash & recycling enclosure required > 4 DUs and all nonresidential
Noise(Sec. 6.4.3)
—Sound level at property line (max) 65 DBA
Vibration(Sec. 6.4.4)

Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1348 § 3, 2023; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1210 § 1, 2019; Ord. 1197 § 1, 2018; Ord. 1196 § 1, 2018; Ord. 1159 § 1, 2017; Ord. 1149 § 1, 2016; Ord. 1136 § 1, 2016; Ord. 1122 § 2, 2016)

2.2.3. NL-2: Neighborhood Low Density-2.

...

- C. **Allowed Uses and Use Standards.** Standards applicable to uses in the NL-2 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to subsection 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NL-2 zone. This subsection is intended to indicate all of the use standards applicable in the NL-2 zone, however, all standards in Article 6 are applicable in the NL-2 zone, unless stated otherwise.

...

3. Operational Standards
Outdoor Storage (Sec. 6.4.1)
Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure required > 4 DUs and all nonresidential
Noise (Sec. 6.4.3)
—Sound level at property line (max) 65 DBA
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

(Ord. ____ § 1, 2024; Ord. 1348 § 4, 2023; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1211 § 1, 2019; Ord. 1197 § 1, 2018; Ord. 1196 § 1, 2018; Ord. 1159 § 1, 2017; Ord. 1149 § 1, 2016; Ord. 1136 § 1, 2016; Ord. 1122 § 2, 2016)

2.2.4. NL-3: Neighborhood Low Density-3.

...

- C. **Allowed Uses and Use Standards.** Standards applicable to uses in the NL-3 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to subsection 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NL-3 zone. This subsection is intended to indicate all of the use standards applicable in the NL-3 zone, however, all standards in Article 6 are applicable in the NL-3 zone, unless stated otherwise.

...

3. Operational Standards
Outdoor Storage (Sec. 6.4.1)

Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure not required
Noise (Sec. 6.4.3)
—Sound level at property line (max) 65 DBA
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1348 § 5, 2023; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1212 § 1, 2019; Ord. 1197 § 1, 2018; Ord. 1196 § 1, 2018; Ord. 1159 § 1, 2017; Ord. 1149 § 1, 2016; Ord. 1136 § 1, 2016; Ord. 1122 § 2, 2016)

2.2.5. NL-4: Neighborhood Low Density-4.

...

- C. **Allowed Uses and Use Standards.** Standards applicable to uses in the NL-4 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to subsection 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NL-4 zone. This subsection is intended to indicate all of the use standards applicable in the NL-4 zone, however, all standards in Article 6 are applicable in the NL-4 zone, unless stated otherwise.

...

3. Operational Standards
Outdoor Storage (Sec. 6.4.1)
Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure not required
Noise (Sec. 6.4.3)
—Sound level at property line (max) 65 DBA
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1348 § 6, 2023; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1213 § 1, 2019; Ord. 1197 § 1, 2018; Ord. 1196 § 1, 2018; Ord. 1159 § 1, 2017; Ord. 1149 § 1, 2016; Ord. 1136 § 1, 2016; Ord. 1122 § 2, 2016)

2.2.6. NL-5: Neighborhood Low Density-5.

...

- C. **Allowed Uses and Use Standards.** Standards applicable to uses in the NL-5 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to subsection 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the

NL-5 zone. This subsection is intended to indicate all of the use standards applicable in the NL-5 zone, however, all standards in Article 6 are applicable in the NL-5 zone, unless stated otherwise.

...

3. Operational Standards
Outdoor Storage (Sec. 6.4.1)
Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure required > 4 DUs and all nonresidential
Noise(Sec. 6.4.3)
—Sound level at property line (max) 65 DBA
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1348 § 7, 2023; Ord. 1338 § 1, 2023; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1299 § 1, 2021; Ord. 1214 § 1, 2019; Ord. 1197 § 1, 2018)

2.2.7. NM-1: Neighborhood Medium Density-1.

...

- C. **Allowed Uses and Use Standards.** Standards applicable to uses in the NM-1 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to subsection 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NM-1 zone. This subsection is intended to indicate all of the use standards applicable in the NM-1 zone, however, all standards in Article 6 are applicable in the NM-1 zone, unless stated otherwise.

...

3. Operational Standards
Outdoor Storage (Sec. 6.4.1)
Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure not required > 4 DUs and all nonresidential
Noise(Sec. 6.4.3)
—Sound level at property line (max) 65 DBA
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1348 § 8, 2023; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1215 § 1, 2019; Ord. 1197 § 1, 2018)

2.2.8. NM-2: Neighborhood Medium Density-2.

...

- C. **Use Standards.** Standards applicable to uses in the NM-2 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use

determination is made pursuant to subsection 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NM-2 zone. This Subsection is intended to indicate all of the use standards applicable in the NM-2 zone, however, all standards in Article 6 are applicable in the NM-2 zone, unless stated otherwise.

...

3. Operational Standards
Outdoor Storage(Sec. 6.4.1)
Refuse and Recycling(Sec. 6.4.2)
Trash & recycling enclosure not required > 4 DUs and all nonresidential
Noise(Sec. 6.4.3)
— Sound level at property line (max) 65 DBA
Vibration(Sec. 6.4.4)
Electrical Disturbances(Sec. 6.4.5)
Fire and Explosive Hazards(Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1348 § 9, 2023; Ord. 1324 § 1, 2022; Ord. 1316 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1216 § 1, 2019; Ord. 1197 § 1, 2018)

2.2.9. NH-1: Neighborhood High Density 1.

...

- C. **Use Standards.** Standards applicable to uses in the NH-1 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to subsection 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NH-1 zone. This Subsection is intended to indicate all of the use standards applicable in the NH-1 zone, however, all standards in Article 6 are applicable in the NH-1 zone, unless stated otherwise.

...

3. Operational Standards
Outdoor Storage(Sec. 6.4.1)
Refuse and Recycling(Sec. 6.4.2)
Trash & recycling enclosure not required > 4 DUs and all nonresidential
Noise(Sec. 6.4.3)
— Sound level at property line (max) 65 DBA
Vibration(Sec. 6.4.4)
Electrical Disturbances(Sec. 6.4.5)
Fire and Explosive Hazards(Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1348 § 10, 2023; Ord. 1343 § 1, 2023; Ord. 1324 § 1, 2022; Ord. 1316 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1217 § 1, 2019; Ord. 1197 § 1, 2018)

2.2.10. OR: Office Residential.

...

- C. **Use Standards.** Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar use determination is made pursuant to subsection 6.1.2.C. All standards in Article 6 are applicable unless stated otherwise.

...

3. Operational Standards
Outdoor Storage (Sec. 6.4.1)
Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure not required > 4 DUs and all nonresidential
Noise (Sec. 6.4.3)
—Sound level at property line (max) 65 DBA
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1348 § 11, 2023; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1278 § 1, 2021; Ord. 1218 § 1, 2019; Ord. 1198 § 1, 2018)

2.2.11. CR-1: Commercial Residential-1.

...

- C. **Use Standards.** Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar use determination is made pursuant to 6.1.2.C. All standards in Article 6 are applicable unless stated otherwise.

...

3. Operational Standards
Outdoor Storage (Sec. 6.4.1)
Outdoor Storage Prohibited
Freestanding storage units (trailers, sheds, "Bully Barns", tarpaulin structures, etc) not made a permanent part of a structure Prohibited
Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure required > 4 DUs and all nonresidential
Noise (Sec. 6.4.3)
—Sound level at property line (max) 65 DBA
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1219 § 1, 2019; Ord. 1198 § 1, 2018)

2.2.12. CR-2: Commercial Residential-2.

...

- C. **Use Standards.** Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar use determination is made pursuant to 6.1.2.C. All standards in Article 6 are applicable unless stated otherwise.

...

3. Operational Standards
Outdoor Storage(Sec. 6.4.1)
Outdoor Storage Prohibited
Freestanding storage units (trailers, sheds, "Bully Barns", tarpaulin structures, etc) not made a permanent part of a structure Prohibited
Refuse and Recycling(Sec. 6.4.2)
Trash & recycling enclosure required > 4 DUs and all nonresidential
Noise(Sec. 6.4.3)
—Sound level at property line (max) 65 DBA
Vibration(Sec. 6.4.4)
Electrical Disturbances(Sec. 6.4.5)
Fire and Explosive Hazards(Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1220 § 1, 2019; Ord. 1198 § 1, 2018)

2.2.13. CR-3: Commercial Residential-3.

...

- C. **Use Standards.** Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar use determination is made pursuant to 6.1.2.C. All standards in Article 6 are applicable unless stated otherwise.

...

3. Operational Standards
Outdoor Storage(Sec. 6.4.1)
Outdoor Storage Prohibited
Freestanding storage units (trailers, sheds, "Bully Barns", tarpaulin structures, etc) not made a permanent part of a structure Prohibited
Refuse and Recycling(Sec. 6.4.2)
Trash & recycling enclosure required > 4 DUs and all nonresidential
Noise(Sec. 6.4.3)
—Sound level at property line (max) 65 DBA
Vibration(Sec. 6.4.4)
Electrical Disturbances(Sec. 6.4.5)
Fire and Explosive Hazards(Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1348 § 12, 2023; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1273 § 1, 2021; Ord. 1221 § 1, 2019; Ord. 1197 § 1, 2018)

2.2.14. DC-1: Downtown Core-1.

...

- C. **Use Standards.** Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar use determination is made pursuant to 6.1.2.C. All standards in Article 6 are applicable unless stated otherwise.

...

3. Operational Standards
Outdoor Storage(Sec. 6.4.1)
Outdoor Storage Prohibited
Freestanding storage units (trailers, sheds, "Bully Barns", tarpaulin structures, etc) not made a permanent part of a structure Prohibited
Refuse and Recycling(Sec. 6.4.2)
Trash & recycling enclosure Required
Noise(Sec. 6.4.3)
—Sound level at property line (max) 65 DBA
Vibration(Sec. 6.4.4)
Electrical Disturbances(Sec. 6.4.5)
Fire and Explosive Hazards(Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1278 § 1, 2021; Ord. 1222 § 1, 2019; Ord. 1198 § 1, 2018)

2.2.15. DC-2: Downtown Core-2.

...

- C. **Use Standards.** Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar use determination is made pursuant to 6.1.2.C. All standards in Article 6 are applicable unless stated otherwise.

...

3. Operational Standards
Outdoor Storage(Sec. 6.4.1)
Outdoor Storage Prohibited
Freestanding storage units (trailers, sheds, "Bully Barns", tarpaulin structures, etc) not made a permanent part of a structure Prohibited
Refuse and Recycling(Sec. 6.4.2)
Trash & recycling enclosure Required
Noise(Sec. 6.4.3)
—Sound level at property line (max) 65 DBA

Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1278 § 1, 2021)

2.2.16. TS-1: Town Square-1.

...

- C. **Use Standards.** Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar use determination is made pursuant to 6.1.2.C. All standards in Article 6 are applicable unless stated otherwise.

...

3. Operational Standards
Outdoor Storage (Sec. 6.4.1)
Outdoor Storage Prohibited
Freestanding storage units (trailers, sheds, "Bully Barns", tarpaulin structures, etc) not made a permanent part of a structure Prohibited
Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure > 4 DUs and all nonresidential
Noise(Sec. 6.4.3)
—Sound level at property line (max) 65 DBA
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1278 § 1, 2021)

2.2.17. TS-2: Town Square-2.

...

- C. **Use Standards.** Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar use determination is made pursuant to 6.1.2.C. All standards in Article 6 are applicable unless stated otherwise.

...

3. Operational Standards
Outdoor Storage (Sec. 6.4.1)
Outdoor Storage Prohibited
Freestanding storage units (trailers, sheds, "Bully Barns", tarpaulin structures, etc) not made a permanent part of a structure Prohibited
Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure > 4 DUs and all nonresidential

Noise(Sec. 6.4.3)
— Sound level at property line (max) 65 DBA
Vibration(Sec. 6.4.4)
Electrical Disturbances(Sec. 6.4.5)
Fire and Explosive Hazards(Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1278 § 1, 2021)

2.3.10. Business Park (BP).

...

- C. **Allowed Uses and Use Standards.** Standards applicable to uses in the BP zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to subsection 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the BP zone. This Subsection is intended to indicate all of the use standards applicable in the BP zone, however, all standards in Article 6 are applicable in the BP zone, unless stated otherwise.

...

3. Maximum Scale of Use
Individual Use (floor area) (max)
Accessory residential unit 800 sf habitable
4. Operational Standards
Outdoor Storage (Sec. 6.4.1) (E.3.b)
Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure required > 4 DUs and all nonresidential
Noise(Sec. 6.4.3)
— Sound level at property line (max) 65 DBA
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1313 § 1, 2022; Ord. 1198 § 1, 2018; Ord. 1196 § 1, 2018; Ord. 1170 § 1, 2017; Ord. 1159 § 8, 2017; Ord. 1136 § 1, 2016; Ord. 1111 § 11, 2016)

2.3.13. Mobile Home Park (MHP).

...

- C. **Allowed Uses and Use Standards.** Standards applicable to uses in the MHP zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to subsection 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the MHP zone. This Subsection is intended to indicate all of the use standards applicable in the MHP zone, however, all standards in Article 6 are applicable in the MHP zone, unless stated otherwise.

...

3. Maximum Scale of Use

Not applicable
4. Operational Standards
Outdoor Storage (Sec. 6.4.1) (E.3.b)
Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure required > 4 DUs and all nonresidential
Noise (Sec. 6.4.3)
—Max sound level at property line 55 DBA
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1313 § 1, 2022; Ord. 1198 § 1, 2018; Ord. 1196 § 1, 2018; Ord. 1159 § 11, 2017; Ord. 1136 § 1, 2016; Ord. 1111 § 14, 2016)

SECTION II.

Section 1 of Town of Jackson Ordinance Nos. 1136, 1160, 1196, 1198, 1313, 1314, and 1324; Section 2 of Town of Jackson Ordinance Nos. 1074 (part) and 1139; Section 13 of Town of Jackson Ordinance No. 1348; Section 18 of Town of Jackson Ordinance No. 1111; and Section 3.3.1 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

3.3.1. Rural Residential-Town (R).

...

- C. **Allowed Uses and Use Standards.** Standards applicable to uses in the R zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to subsection 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the R zone. This Subsection is intended to indicate all of the use standards applicable in the R zone, however, all standards in Article 6. are applicable in the R zone, unless stated otherwise.

...

4.Operational Standards
Outside Storage (Sec. 6.4.1)
Refuse and Recycling (Sec. 6.4.2)
Trash and recycling enclosure required >4 DUs and all nonresidential
Noise (Sec. 6.4.3)
—Sound level at property line 65 DBA
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 2, 2024; Ord. 1348 § 13, 2023; Ord. 1324 § 1, 2022; Ord. 1314 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1198 § 1, 2018; Ord. 1196 § 1, 2018; Ord. 1160 § 1, 2017; Ord. 1139 § 2, 2016; Ord. 1136 § 1, 2016; Ord. 1111 § 18, 2016)

SECTION III.

Section 1 of Town of Jackson Ordinance Nos. 1136, 1161, 1196, 1198, 1313 and 1324; Section 2 of Town of Jackson Ordinance Nos. 1074 (part) and 1161; Sections 19 and 20 of Town of Jackson Ordinance No. 1111; and Sections 4.2.1 and 4.2.2 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

4.2.1. Public/Semi-Public—Town (P/SP)

...

- C. **Use Standards.** Standards applicable to uses in the P/SP zone are provided or referenced below. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the P/SP zone. This subsection is intended to indicate all of the use standards applicable in the P/SP zone, however, all standards in Article 6 are applicable in the P/SP zone, unless stated otherwise.

...

4.Nuisance Standards	
Outside Storage	(Sec. 6.4.1)
Refuse and Recycling	(Sec. 6.4.2)
Trash and recycling enclosure required	>4 DUs and all nonresidential
Noise	(Sec. 6.4.3)
—Max sound level at property line	65 DBA
Vibration	(Sec. 6.4.4)
Electrical Disturbances	(Sec. 6.4.5)
Fire and Explosive Hazards	(Sec. 6.4.6)

...

(Ord. ____ § 3, 2024; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1198 § 1, 2018; Ord. 1196 § 1, 2018; Ord. 1161 § 1, 2017; Ord. 1136 § 1, 2016; Ord. 1111 § 19, 2016)

4.2.2. Park and Open Space—Town (P)

...

- C. **Use Standards.** Standards applicable to uses in the P zone are provided or referenced below. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the P zone. This subsection is intended to indicate all of the use standards applicable in the P zone, however, all standards in Article 6 are applicable in the P zone, unless stated otherwise.

...

4.Nuisance Standards	
Outside Storage	(Sec. 6.4.1)
Refuse and Recycling	(Sec. 6.4.2)
Trash and recycling enclosure required	>4 DUs and all nonresidential

Noise	{Sec. 6.4.3}
—Max sound level at property line	65-DBA
Vibration	(Sec. 6.4.4)
Electrical Disturbances	(Sec. 6.4.5)
Fire and Explosive Hazards	(Sec. 6.4.6)

...
(Ord. ___ § 3, 2024; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1198 § 1, 2018; Ord. 1196 § 1, 2018; Ord. 1161 § 2, 2017; Ord. 1136 § 1, 2016; Ord. 1111 § 20, 2016)

SECTION IV.

Section 1 of Town of Jackson Ordinance Nos. 1094, 1110, 1152, and 1197; Section 2 of Town of Jackson Ordinance No. 1074 (part); Section 4 of Town of Jackson Ordinance No. 1125; Section 8 of Town of Jackson Ordinance No. 1163; and Sections 6.1.10 and 6.4.3 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

6.1.10. Transportation and Infrastructure Uses.

A. All Transportation and Infrastructure Uses.

...

3. Standards for Wireless Facility Permits.

- k). **Noise Level.** All sounds or noise emanating from a Wireless Facility, whether temporary or permanent, must comply with the noise standards set forth in Section 6.4.3 Chapter 9.44 of the Jackson Municipal Code.

...

(Ord. ___ § 4, 2024; Ord. 1163 § 8, 2017; Ord. 1110 § 1, 2016; Ord. 1094 § 1, 2015)

6.4.3. Noise.

All uses shall conform with the noise standards set forth in Chapter 9.44 of the Jackson Municipal Code.

- A. ~~**Maximum Noise.** Noises shall not exceed the maximum sound levels prescribed in the table below, beyond the site boundary lines, except that when a nonresidential activity in contiguous to a residential zone, the residential zone standard shall govern.~~

Noise Level Restrictions	
Zone	Maximum Permitted Sound Level
R, MHP, NL-1, NL-2, NL-3, NL-4, NL-5, NM-1, NM-2, NH-1	55-DBA
All other zones	65-DBA

B. ~~Exceptions.~~

- ~~**General.** Noises of vehicles, home appliances, and chain saws in private use, occasionally used safety signals, warning signals, emergency pressure relief valves, and temporary construction operations shall be exempt from the requirements of this Section.~~
- ~~**Limited Exception/Limited Interval of Time/One Day.** The maximum permitted sound level may be exceeded by ten-DBA for a single period, not to exceed 15 minutes, in any one day.~~

~~C. **Measurement.** Noise shall be measured with a sound level meter meeting the standards of the American National Standards Institute (ANSI S1.4-1961) "American Standard Specification for General Purpose Sound Level Meters." The instrument shall be set to the A-weighted response scale and the meter to the slow response. Measurements shall be conducted in accord with ANSI S1.2-1962 "American Standard Method for the Physical Measurement of Sound" (or most current standards). Measurements may be made at any point along a zone boundary or site boundary line.~~

SECTION V.

SECTION VI.

SECTION VII.

PASSED 1ST READING THE _____ DAY OF _____, 2024.
PASSED 2ND READING THE _____ DAY OF _____, 2024.
PASSED AND APPROVED THE _____ DAY OF _____, 2024.

ATTEST:

ATTESTATION OF TOWN CLERK

[illegible]

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

ORDINANCE __

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1094, 1110, 1136, 1149, 1152, 1159, 1160, 1161, 1170, 1196, 1197, 1198, 1210 THROUGH 1222, 1273, 1278, 1299, 1313, 1314, 1316, 1324, 1338, AND 1343; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART), 1122, 1139, AND 1161; SECTIONS 3 THROUGH 13 OF TOWN OF JACKSON ORDINANCE NO. 1348; SECTION 4 OF TOWN OF JACKSON ORDINANCE NO. 1125; SECTION 8 OF TOWN OF JACKSON ORDINANCE NO. 1163; SECTION 11 OF TOWN OF JACKSON ORDINANCE NOS. 1111 AND 1159; SECTION 14 OF TOWN OF JACKSON ORDINANCE NO. 1111; SECTION 18 THROUGH 20 OF TOWN OF JACKSON ORDINANCE NO. 1111; AND SECTIONS 2.2.2 THROUGH 2.2.17, 2.3.10, 2.3.13, 3.3.1, 4.2.1, 4.2.2, 6.1.10, AND 6.4.3 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING NOISE.

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. 1136, 1149, 1159, 1170, 1196, 1197, 1198, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1273, 1278, 1299, 1313, 1316, 1324, 1338, and 1343; Section 2 of Town of Jackson Ordinance Nos. 1074 (part) and 1222; Section 3 of Town of Jackson Ordinance No. 1348; Section 4 of Town of Jackson Ordinance No. 1348; Section 5 of Town of Jackson Ordinance No. 1348; Section 6 of Town of Jackson Ordinance No. 1348; Section 7 of Town of Jackson Ordinance No. 1348; Section 8 of Town of Jackson Ordinance No. 1348; Section 9 of Town of Jackson Ordinance No. 1348; Section 10 of Town of Jackson Ordinance No. 1348; Section 11 of Town of Jackson Ordinance Nos. 1111, 1159, and 1348; Section 12 of Town of Jackson Ordinance No. 1348; Section 14 of Town of Jackson Ordinance No. 1111; and Sections 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.2.6, 2.2.7, 2.2.8, 2.2.9, 2.2.10, 2.2.11, 2.2.12, 2.2.13, 2.2.14, 2.2.15, 2.2.16, 2.2.17, 2.3.10, and 2.3.13 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

2.2.2. NL-1: Neighborhood Low Density-1.

...

- C. **Allowed Uses and Use Standards.** Standards applicable to uses in the NL-1 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to subsection 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NL-1 zone. This Subsection is intended to indicate all of the use standards applicable in the NL-1 zone, however, all standards in Article 6 are applicable in the NL-1 zone, unless stated otherwise.

...

3. Operational Standards
Outdoor Storage (Sec. 6.4.1)
Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure required > 4 DUs and all nonresidential
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1348 § 3, 2023; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1210 § 1, 2019; Ord. 1197 § 1, 2018; Ord. 1196 § 1, 2018; Ord. 1159 § 1, 2017; Ord. 1149 § 1, 2016; Ord. 1136 § 1, 2016; Ord. 1122 § 2, 2016)

2.2.3. NL-2: Neighborhood Low Density-2.

...

- C. **Allowed Uses and Use Standards.** Standards applicable to uses in the NL-2 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to subsection 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NL-2 zone. This subsection is intended to indicate all of the use standards applicable in the NL-2 zone, however, all standards in Article 6 are applicable in the NL-2 zone, unless stated otherwise.

...

3. Operational Standards
Outdoor Storage (Sec. 6.4.1)
Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure required > 4 DUs and all nonresidential
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

(Ord. ____ § 1, 2024; Ord. 1348 § 4, 2023; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1211 § 1, 2019; Ord. 1197 § 1, 2018; Ord. 1196 § 1, 2018; Ord. 1159 § 1, 2017; Ord. 1149 § 1, 2016; Ord. 1136 § 1, 2016; Ord. 1122 § 2, 2016)

2.2.4. NL-3: Neighborhood Low Density-3.

...

- C. **Allowed Uses and Use Standards.** Standards applicable to uses in the NL-3 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to subsection 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NL-3 zone. This subsection is intended to indicate all of the use standards applicable in the NL-3 zone, however, all standards in Article 6 are applicable in the NL-3 zone, unless stated otherwise.

...

3. Operational Standards
Outdoor Storage (Sec. 6.4.1)
Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure not required
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1348 § 5, 2023; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1212 § 1, 2019; Ord. 1197 § 1, 2018; Ord. 1196 § 1, 2018; Ord. 1159 § 1, 2017; Ord. 1149 § 1, 2016; Ord. 1136 § 1, 2016; Ord. 1122 § 2, 2016)

2.2.5. NL-4: Neighborhood Low Density-4.

...

- C. **Allowed Uses and Use Standards.** Standards applicable to uses in the NL-4 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to subsection 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NL-4 zone. This subsection is intended to indicate all of the use standards applicable in the NL-4 zone, however, all standards in Article 6 are applicable in the NL-4 zone, unless stated otherwise.

...

3. Operational Standards
Outdoor Storage (Sec. 6.4.1)
Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure not required
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1348 § 6, 2023; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1213 § 1, 2019; Ord. 1197 § 1, 2018; Ord. 1196 § 1, 2018; Ord. 1159 § 1, 2017; Ord. 1149 § 1, 2016; Ord. 1136 § 1, 2016; Ord. 1122 § 2, 2016)

2.2.6. NL-5: Neighborhood Low Density-5.

...

- C. **Allowed Uses and Use Standards.** Standards applicable to uses in the NL-5 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to subsection 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NL-5 zone. This subsection is intended to indicate all of the use standards applicable in the NL-5 zone, however, all standards in Article 6 are applicable in the NL-5 zone, unless stated otherwise.

...

3. Operational Standards
Outdoor Storage (Sec. 6.4.1)
Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure required > 4 DUs and all nonresidential
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1348 § 7, 2023; Ord. 1338 § 1, 2023; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1299 § 1, 2021; Ord. 1214 § 1, 2019; Ord. 1197 § 1, 2018)

2.2.7. NM-1: Neighborhood Medium Density-1.

...

- C. **Allowed Uses and Use Standards.** Standards applicable to uses in the NM-1 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to subsection 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NM-1 zone. This subsection is intended to indicate all of the use standards applicable in the NM-1 zone, however, all standards in Article 6 are applicable in the NM-1 zone, unless stated otherwise.

...

3. Operational Standards
Outdoor Storage (Sec. 6.4.1)
Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure not required > 4 DUs and all nonresidential
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1348 § 8, 2023; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1215 § 1, 2019; Ord. 1197 § 1, 2018)

2.2.8. NM-2: Neighborhood Medium Density-2.

...

- C. **Use Standards.** Standards applicable to uses in the NM-2 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to subsection 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NM-2 zone. This Subsection is intended to indicate all of the use standards applicable in the NM-2 zone, however, all standards in Article 6 are applicable in the NM-2 zone, unless stated otherwise.

...

3. Operational Standards
Outdoor Storage (Sec. 6.4.1)
Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure not required > 4 DUs and all nonresidential
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1348 § 9, 2023; Ord. 1324 § 1, 2022; Ord. 1316 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1216 § 1, 2019; Ord. 1197 § 1, 2018)

2.2.9. NH-1: Neighborhood High Density 1.

...

- C. **Use Standards.** Standards applicable to uses in the NH-1 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to subsection 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NH-1 zone. This Subsection is intended to indicate all of the use standards applicable in the NH-1 zone, however, all standards in Article 6 are applicable in the NH-1 zone, unless stated otherwise.

...

3. Operational Standards
Outdoor Storage (Sec. 6.4.1)
Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure not required > 4 DUs and all nonresidential
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1348 § 10, 2023; Ord. 1343 § 1, 2023; Ord. 1324 § 1, 2022; Ord. 1316 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1217 § 1, 2019; Ord. 1197 § 1, 2018)

2.2.10. OR: Office Residential.

...

- C. **Use Standards.** Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar use determination is made pursuant to subsection 6.1.2.C. All standards in Article 6 are applicable unless stated otherwise.

...

3. Operational Standards
Outdoor Storage (Sec. 6.4.1)
Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure not required > 4 DUs and all nonresidential
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1348 § 11, 2023; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1278 § 1, 2021; Ord. 1218 § 1, 2019; Ord. 1198 § 1, 2018)

2.2.11. CR-1: Commercial Residential-1.

...

- C. **Use Standards.** Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar use determination is made pursuant to 6.1.2.C. All standards in Article 6 are applicable unless stated otherwise.

...

3. Operational Standards
Outdoor Storage (Sec. 6.4.1)
Outdoor Storage Prohibited
Freestanding storage units (trailers, sheds, "Bully Barns", tarpaulin structures, etc) not made a permanent part of a structure Prohibited
Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure required > 4 DUs and all nonresidential
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1219 § 1, 2019; Ord. 1198 § 1, 2018)

2.2.12. CR-2: Commercial Residential-2.

...

- C. **Use Standards.** Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar use determination is made pursuant to 6.1.2.C. All standards in Article 6 are applicable unless stated otherwise.

...

3. Operational Standards
Outdoor Storage (Sec. 6.4.1)
Outdoor Storage Prohibited
Freestanding storage units (trailers, sheds, "Bully Barns", tarpaulin structures, etc) not made a permanent part of a structure Prohibited
Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure required > 4 DUs and all nonresidential
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1220 § 1, 2019; Ord. 1198 § 1, 2018)

2.2.13. CR-3: Commercial Residential-3.

...

- C. **Use Standards.** Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar use determination is made pursuant to 6.1.2.C. All standards in Article 6 are applicable unless stated otherwise.

...

3. Operational Standards
Outdoor Storage(Sec. 6.4.1)
Outdoor Storage Prohibited
Freestanding storage units (trailers, sheds, "Bully Barns", tarpaulin structures, etc) not made a permanent part of a structure Prohibited
Refuse and Recycling(Sec. 6.4.2)
Trash & recycling enclosure required > 4 DUs and all nonresidential
Vibration(Sec. 6.4.4)
Electrical Disturbances(Sec. 6.4.5)
Fire and Explosive Hazards(Sec. 6.4.6)

...

(Ord. ___ § 1, 2024; Ord. 1348 § 12, 2023; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1273 § 1, 2021; Ord. 1221 § 1, 2019; Ord. 1197 § 1, 2018)

2.2.14. DC-1: Downtown Core-1.

...

- C. **Use Standards.** Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar use determination is made pursuant to 6.1.2.C. All standards in Article 6 are applicable unless stated otherwise.

...

3. Operational Standards
Outdoor Storage(Sec. 6.4.1)
Outdoor Storage Prohibited
Freestanding storage units (trailers, sheds, "Bully Barns", tarpaulin structures, etc) not made a permanent part of a structure Prohibited
Refuse and Recycling(Sec. 6.4.2)
Trash & recycling enclosure Required
Vibration(Sec. 6.4.4)
Electrical Disturbances(Sec. 6.4.5)
Fire and Explosive Hazards(Sec. 6.4.6)

...

(Ord. ___ § 1, 2024; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1278 § 1, 2021; Ord. 1222 § 1, 2019; Ord. 1198 § 1, 2018)

2.2.15. DC-2: Downtown Core-2.

...

- C. **Use Standards.** Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar use determination is made pursuant to 6.1.2.C. All standards in Article 6 are applicable unless stated otherwise.

...

3. Operational Standards
Outdoor Storage(Sec. 6.4.1)
Outdoor Storage Prohibited
Freestanding storage units (trailers, sheds, "Bully Barns", tarpaulin structures, etc) not made a permanent part of a structure Prohibited
Refuse and Recycling(Sec. 6.4.2)
Trash & recycling enclosure Required
Vibration(Sec. 6.4.4)
Electrical Disturbances(Sec. 6.4.5)
Fire and Explosive Hazards(Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1278 § 1, 2021)

2.2.16. TS-1: Town Square-1.

...

- C. **Use Standards.** Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar use determination is made pursuant to 6.1.2.C. All standards in Article 6 are applicable unless stated otherwise.

...

3. Operational Standards
Outdoor Storage(Sec. 6.4.1)
Outdoor Storage Prohibited
Freestanding storage units (trailers, sheds, "Bully Barns", tarpaulin structures, etc) not made a permanent part of a structure Prohibited
Refuse and Recycling(Sec. 6.4.2)
Trash & recycling enclosure > 4 DUs and all nonresidential
Vibration(Sec. 6.4.4)
Electrical Disturbances(Sec. 6.4.5)
Fire and Explosive Hazards(Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1278 § 1, 2021)

2.2.17. TS-2: Town Square-2.

...

- C. **Use Standards.** Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar use determination is made pursuant to 6.1.2.C. All standards in Article 6 are applicable unless stated otherwise.

...

3. Operational Standards
Outdoor Storage (Sec. 6.4.1)
Outdoor Storage Prohibited
Freestanding storage units (trailers, sheds, "Bully Barns", tarpaulin structures, etc) not made a permanent part of a structure Prohibited
Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure > 4 DUs and all nonresidential
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1278 § 1, 2021)

2.3.10. Business Park (BP).

...

- C. **Allowed Uses and Use Standards.** Standards applicable to uses in the BP zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to subsection 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the BP zone. This Subsection is intended to indicate all of the use standards applicable in the BP zone, however, all standards in Article 6 are applicable in the BP zone, unless stated otherwise.

...

3. Maximum Scale of Use
Individual Use (floor area) (max)
Accessory residential unit 800 sf habitable
4. Operational Standards
Outdoor Storage (Sec. 6.4.1) (E.3.b)
Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure required > 4 DUs and all nonresidential
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 1, 2024; Ord. 1313 § 1, 2022; Ord. 1198 § 1, 2018; Ord. 1196 § 1, 2018; Ord. 1170 § 1, 2017; Ord. 1159 § 8, 2017; Ord. 1136 § 1, 2016; Ord. 1111 § 11, 2016)

2.3.13. Mobile Home Park (MHP).

...

- C. **Allowed Uses and Use Standards.** Standards applicable to uses in the MHP zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to subsection 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the MHP zone. This Subsection is intended to indicate all of the use standards applicable in the MHP zone, however, all standards in Article 6 are applicable in the MHP zone, unless stated otherwise.

...

3. Maximum Scale of Use
Not applicable
4. Operational Standards
Outdoor Storage (Sec. 6.4.1) (E.3.b)
Refuse and Recycling (Sec. 6.4.2)
Trash & recycling enclosure required > 4 DUs and all nonresidential
Vibration (Sec. 6.4.4)
Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ___ § 1, 2024; Ord. 1313 § 1, 2022; Ord. 1198 § 1, 2018; Ord. 1196 § 1, 2018; Ord. 1159 § 11, 2017; Ord. 1136 § 1, 2016; Ord. 1111 § 14, 2016)

SECTION II.

Section 1 of Town of Jackson Ordinance Nos. 1136, 1160, 1196, 1198, 1313, 1314, and 1324; Section 2 of Town of Jackson Ordinance Nos. 1074 (part) and 1139; Section 13 of Town of Jackson Ordinance No. 1348; Section 18 of Town of Jackson Ordinance No. 1111; and Section 3.3.1 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

3.3.1. Rural Residential-Town (R).

...

- C. **Allowed Uses and Use Standards.** Standards applicable to uses in the R zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to subsection 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the R zone. This Subsection is intended to indicate all of the use standards applicable in the R zone, however, all standards in Article 6. are applicable in the R zone, unless stated otherwise.

...

4.Operational Standards
Outside Storage (Sec. 6.4.1)
Refuse and Recycling (Sec. 6.4.2)
Trash and recycling enclosure required >4 DUs and all nonresidential
Vibration (Sec. 6.4.4)

Electrical Disturbances (Sec. 6.4.5)
Fire and Explosive Hazards (Sec. 6.4.6)

...

(Ord. ____ § 2, 2024; Ord. 1348 § 13, 2023; Ord. 1324 § 1, 2022; Ord. 1314 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1198 § 1, 2018; Ord. 1196 § 1, 2018; Ord. 1160 § 1, 2017; Ord. 1139 § 2, 2016; Ord. 1136 § 1, 2016; Ord. 1111 § 18, 2016)

SECTION III.

Section 1 of Town of Jackson Ordinance Nos. 1136, 1161, 1196, 1198, 1313 and 1324; Section 2 of Town of Jackson Ordinance Nos. 1074 (part) and 1161; Sections 19 and 20 of Town of Jackson Ordinance No. 1111; and Sections 4.2.1 and 4.2.2 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

4.2.1. Public/Semi-Public—Town (P/SP)

...

- C. **Use Standards.** Standards applicable to uses in the P/SP zone are provided or referenced below. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the P/SP zone. This subsection is intended to indicate all of the use standards applicable in the P/SP zone, however, all standards in Article 6 are applicable in the P/SP zone, unless stated otherwise.

...

4.Nuisance Standards	
Outside Storage	(Sec. 6.4.1)
Refuse and Recycling	(Sec. 6.4.2)
Trash and recycling enclosure required	>4 DUs and all nonresidential
Vibration	(Sec. 6.4.4)
Electrical Disturbances	(Sec. 6.4.5)
Fire and Explosive Hazards	(Sec. 6.4.6)

...

(Ord. ____ § 3, 2024; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1198 § 1, 2018; Ord. 1196 § 1, 2018; Ord. 1161 § 1, 2017; Ord. 1136 § 1, 2016; Ord. 1111 § 19, 2016)

4.2.2. Park and Open Space—Town (P)

...

- C. **Use Standards.** Standards applicable to uses in the P zone are provided or referenced below. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the P zone. This subsection is intended to indicate all of the use standards applicable in the P zone, however, all standards in Article 6 are applicable in the P zone, unless stated otherwise.

...

4.Nuisance Standards	
Outside Storage	(Sec. 6.4.1)
Refuse and Recycling	(Sec. 6.4.2)
Trash and recycling enclosure required	>4 DUs and all nonresidential
Vibration	(Sec. 6.4.4)
Electrical Disturbances	(Sec. 6.4.5)
Fire and Explosive Hazards	(Sec. 6.4.6)

...

(Ord. ____ § 3, 2024; Ord. 1324 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1198 § 1, 2018; Ord. 1196 § 1, 2018; Ord. 1161 § 2, 2017; Ord. 1136 § 1, 2016; Ord. 1111 § 20, 2016)

SECTION IV.

Section 1 of Town of Jackson Ordinance Nos. 1094, 1110, 1152, and 1197; Section 2 of Town of Jackson Ordinance No. 1074 (part); Section 4 of Town of Jackson Ordinance No. 1125; Section 8 of Town of Jackson Ordinance No. 1163; and Sections 6.1.10 and 6.4.3 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

6.1.10. Transportation and Infrastructure Uses.

A. All Transportation and Infrastructure Uses.

...

3. Standards for Wireless Facility Permits.

- k). **Noise Level.** All sounds or noise emanating from a Wireless Facility, whether temporary or permanent, must comply with the noise standards set forth in Chapter 9.44 of the Jackson Municipal Code.

...

(Ord. ____ § 4, 2024; Ord. 1163 § 8, 2017; Ord. 1110 § 1, 2016; Ord. 1094 § 1, 2015)

6.4.3. Noise.

All uses shall conform with the noise standards set forth in Chapter 9.44 of the Jackson Municipal Code.

(Ord. ____ § 4, 2024; Ord. 1125 § 4, 2016; Ord. 1152 § 1, 2016; Ord. 1197 § 1, 2018)

SECTION V.

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

SECTION VI.

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 VII.

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



PERMIT NOTES

Page 1 of 1

Report Run On: Thursday, 11 April
2024 13:40

Permit # P24-043

Parcel # :

Site Address:

Project Name: Noise Repeal - LDR Amendment

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		see final staff report for analysis	KPAGE@JACKSONWY.GOV	04/05/24	4/5/24
GENERAL		Staff Requested Text Amendment	CHOLDEN@JACKSONWY.GOV	03/22/24	

STAFF REPORT



Meeting Date:	July 15, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P24-044: Request for an LDR Text Amendment to Findings of Approval	Public Comment:	Yes

Purpose & Policy Considerations.

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

Requested Action.

This is a staff-initiated request. Staff proposes a Text Amendment to the Town of Jackson LDRs regarding findings of consistency with the purposes and organization of the Town of Jackson LDRs. The proposed amendment would modify the following LDR Sections:

- 4.3.1 – All Planned Resort Zones
- 8.3.2 – Sketch Plan
- 8.3.3 – Development Plan
- 8.4.3 – Conditional Use Permit
- 8.5.3 – Development Option Plan
- 8.7.2 – LDR Text Amendment
- 8.7.3 – Zoning Map Amendment
- 8.8.2 – Administrative Adjustment

Recommendation.

The Planning Director recommends **approval** of LDR Text Amendment P24-044 as presented in this staff report.

Key Policy Question.

Staff has not identified any key policy questions for consideration at this time.

Background.

All Wyoming counties are required by law to adopt Comprehensive Plans to guide future growth. Zoning is not required but if a zoning ordinance is adopted it must be done in accordance with a Comprehensive Plan. In reviewing a specific development application, however, a recent Wyoming Supreme Court case indirectly called into the question the ability of Towns to deny an application based solely on the reason that the project inconsistent with a Comprehensive Plan. Thus, because the LDRs currently include findings of approval for various permit types or administrative decisions that require consistency with the Jackson/Teton County Comprehensive Plan, the Town Attorney has advised that these findings be replaced with the proposed text.

Proposed Amendment

This staff-initiated Text Amendment seeks to replace references to consistency with the Jackson/Teton County Comprehensive Plan with consistency with the purposes and organization of the Town of Jackson LDRs. These occurrences are found in language for findings of approval for various permit types or administrative decisions. Please refer to the attached redline ordinance reading for the specific language as the below table summarizes the proposed changes.

LDR Section	Regarding	Current Language	Proposed Language
4.3.1.D.1	Findings for Approval for the Planned Resort Zones	Consistency with the Comprehensive Plan The Planned Resort master plan is consistent with the goals and objectives of the Jackson/Teton County Comprehensive Plan	Consistency with the purposes and organization of the LDRs The Planned Resort master plan is consistent with the purposes and organization of the LDRs
8.3.2.C.1 8.3.3.C.1 8.4.3.C.1 8.5.3.C.1	Findings for Approval for the following permits and administrative procedures: Sketch Plan, Development Plan, Conditional Use Permit, and Development Option Plan	Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan	Is consistent with the purposes and organization of the LDRs
8.7.2	Findings for Approval for LDR Text Amendments	Improves implementation of the Comprehensive Plan	Deletes this text
8.7.3	Findings for Approval for LDR Zoning Map Amendment	Improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan	Deletes this text
8.8.2.C.3	Findings for Approval for Administrative Adjustment	Is consistent with the purpose of the zone and the desired future character for the area described in the Comprehensive Plan	Is consistent with the purposes and organization of the LDRs

Analysis.

Staff recommend approval of all the proposed changes. The proposed amendment removes language within the LDRs requiring findings of consistency with the Jackson/Teton County Comprehensive Plan. Staff find the proposed amendment meets the findings of approval required by LDR Sec. 8.7.2 as described below.

Planning Commission.

The Planning Commission reviewed this item at the April 17, 2024, meeting and recommended unanimous approval to Town Council by a vote of (6-0).

Public Comment.

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

Staff Findings.

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, modify, or deny a proposed LDR Text Amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

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

Complies. The purposes of the LDRs per Division 1.3 are generally to implement the Comprehensive Plan and to promote the health, safety, and general welfare of the present and future inhabitants of the community. The proposed amendment maintains this purpose while removing language that requires findings of approval to be consistent with the Jackson/Teton County Comprehensive Plan.

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

Complies. The proposed amendment maintains consistency between findings of approval and other provision of the LDRs while removing language that requires findings of approval to be consistent with the Jackson/Teton County Comprehensive Plan.

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

Complies. The proposed amendment maintains landowners' flexibility. The proposed amendment bases findings of approval solely on the purpose and intent of the LDRs and removes findings of approval to be consistent with the goals and objectives, desired future character, and/or implementation of the Jackson/Teton County Comprehensive Plan.

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

Complies. The proposed amendment responds to recent legal direction by the Supreme Court of Wyoming stating that denial of a zoning permit cannot be based solely upon a single finding of approval related to inconsistency with the Comprehensive Plan. The proposed Text Amendment removes language tying findings of approval in the Town of Jackson LDRs to the Jackson/Teton County Comprehensive Plan.

5. Improves implementation of the Comprehensive Plan; and

Not Applicable. Not applicable per Wyoming State statute. This Text Amendment would remove this finding of approval.

6. Is consistent with other adopted Town Ordinances.

Complies. The proposed amendment maintains consistency between the LDRs and other adopted Town Ordinances.

Fiscal Impact.

None.

Staff Impact.

The amount of Staff time to review this Text Amendment, including research and report drafting, is approximately 10 hours.

Attachments or Links.

Ordinance Redline Draft

Ordinance Clean Draft

Department Reviews

Suggested Motion.

I move to **approve** LDR Text Amendment P24-044 based upon the findings presented in the staff report, the departmental reviews, minor changes by staff, and subject to this staff report dated July 15, 2024.

ORDINANCE ____

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1196, 1257, 1258, AND 1273; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 1161; AND SECTIONS 4.3.1, 8.3.2, 8.3.3, 8.4.3, 8.5.3, 8.7.2, 8.7.3, AND 8.8.2 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING FINDINGS OF CONSISTENCY WITH THE PURPOSES AND ORGANIZATION OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS.

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. 1196 and 1257; Section 2 of Town of Jackson Ordinance No. 1074 (part); Section 3 of Town of Jackson Ordinance No. 1161; and Section 4.3.1 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

4.3.1. All Planned Resort Zones.

...

D. **Findings for Approval.** A Planned Resort master plan shall be approved only if all of the following findings are made.

1. Consistency with the purposes and organization of the LDRs. The Planned Resort master plan is consistent with the purposes and organization of the LDRs. ~~Consistency with Comprehensive Plan. The Planned Resort master plan is consistent with the goals and objectives of the Jackson/Teton County Comprehensive Plan.~~

...

(Ord. § 1, 2024; Ord. 1257 § 1, 2020; Ord. 1196 § 1, 2018; Ord. 1161 § 3, 2017)

SECTION II.

Section 1 of Town of Jackson Ordinance No. 1258 and 1273, Section 2 of Town of Jackson Ordinance No. 1074 (part); and Sections 8.3.2, 8.3.3, 8.4.3, 8.5.3, 8.7.2, 8.7.3, and 8.8.2 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

8.3.2. Sketch Plan.

...

C. **Findings for Approval.** A sketch plan shall be approved upon finding the application:

1. Is consistent with the purposes and organization of the LDRs. ~~Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan;~~

...

(Ord. § 2, 2024)

8.3.3. Development Plan.

...

C. **Findings for Approval.** A development plan shall be approved upon finding the application:

1. Is consistent with the purposes and organization of the LDRs~~Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan;~~

...

(Ord. § 2, 2024)

8.4.3. Conditional Use Permit (CUP).

...

C. **Findings for Approval.** A conditional use permit shall be approved upon finding the application:

1. Is consistent with the purposes and organization of the LDRs~~Is compatible with the desired future character of the area;~~

...

(Ord. § 2, 2024)

8.5.3. Development Option Plan.

...

C. **Findings for Approval.** A development option plan shall be approved upon finding the application:

1. Is consistent with the purposes and organization of the LDRs~~Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan;~~

...

(Ord. § 2, 2024)

8.7.2. LDR Text Amendment.

...

C. **Findings.** 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;
2. Improves the consistency of the LDRs with other provisions of the LDRs;
3. Provides flexibility for landowners within standards that clearly define desired character;
4. Is necessary to address changing conditions, public necessity, and/or state or federal legislation; and

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

~~6~~5. Is consistent with other adopted Town Ordinances.

...
(~~Ord. § 2, 2024;~~ Ord. 1258 § 1, 2020)

8.7.3. Zoning Map Amendment.

...
C. **Findings for Approval.** The advisability of amending the Official Zoning Map is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed zoning map amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. Is consistent with the purposes and organization of the LDRs;
- ~~2. Improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan;~~
- ~~32.~~ Is necessary to address changing conditions or a public necessity; and
- ~~43.~~ Is consistent with the other adopted Town Ordinances.

...
(~~Ord. § 2, 2024;~~ Ord. 1258 § 1, 2020)

8.8.2. Administrative Adjustment.

...
C. **Findings.** An administrative adjustment shall be approved upon finding the application:

3. ~~Is consistent with the purposes and organization of the LDRs; Is consistent with the purpose of the zone and the desired future character for the area described in the Comprehensive Plan;~~

...
(~~Ord. § 2, 2024;~~ Ord. 1273 § 1, 2021)

SECTION III.

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

SECTION IV.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION V.

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

PASSED 1ST READING THE ____ DAY OF _____, 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

ORDINANCE __

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1196, 1257, 1258, AND 1273; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 1161; AND SECTIONS 4.3.1, 8.3.2, 8.3.3, 8.4.3, 8.5.3, 8.7.2, 8.7.3, AND 8.8.2 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING FINDINGS OF CONSISTENCY WITH THE PURPOSES AND ORGANIZATION OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS.

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. 1196 and 1257; Section 2 of Town of Jackson Ordinance No. 1074 (part); Section 3 of Town of Jackson Ordinance No. 1161; and Section 4.3.1 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

4.3.1. All Planned Resort Zones.

...

D. **Findings for Approval.** A Planned Resort master plan shall be approved only if all of the following findings are made.

1. **Consistency with the purposes and organization of the LDRs.** The Planned Resort master plan is consistent with the purposes and organization of the LDRs.

...

(Ord. __ § 1, 2024; Ord. 1257 § 1, 2020; Ord. 1196 § 1, 2018; Ord. 1161 § 3, 2017)

SECTION II.

Section 1 of Town of Jackson Ordinance No. 1258 and 1273, Section 2 of Town of Jackson Ordinance No. 1074 (part); and Sections 8.3.2, 8.3.3, 8.4.3, 8.5.3, 8.7.2, 8.7.3, and 8.8.2 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

8.3.2. Sketch Plan.

...

C. **Findings for Approval.** A sketch plan shall be approved upon finding the application:

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

...

(Ord. __ § 2, 2024)

8.3.3. Development Plan.

...

C. **Findings for Approval.** A development plan shall be approved upon finding the application:

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

...

(Ord. __ § 2, 2024)

8.4.3. Conditional Use Permit (CUP).

...

C. **Findings for Approval.** A conditional use permit shall be approved upon finding the application:

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

...

(Ord. __ § 2, 2024)

8.5.3. Development Option Plan.

...

C. **Findings for Approval.** A development option plan shall be approved upon finding the application:

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

...

(Ord. __ § 2, 2024)

8.7.2. LDR Text Amendment.

...

C. **Findings.** 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;
2. Improves the consistency of the LDRs with other provisions of the LDRs;
3. Provides flexibility for landowners within standards that clearly define desired character;
4. Is necessary to address changing conditions, public necessity, and/or state or federal legislation; and
5. Is consistent with other adopted Town Ordinances.

...

(Ord. __ § 2, 2024; Ord. 1258 § 1, 2020)

8.7.3. Zoning Map Amendment.

...

- C. **Findings for Approval.** The advisability of amending the Official Zoning Map is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed zoning map amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:
1. Is consistent with the purposes and organization of the LDRs;
 2. Is necessary to address changing conditions or a public necessity; and
 3. Is consistent with the other adopted Town Ordinances.

...

(Ord. __ § 2, 2024; Ord. 1258 § 1, 2020)

8.8.2. Administrative Adjustment.

...

- C. **Findings.** An administrative adjustment shall be approved upon finding the application:
3. Is consistent with the purposes and organization of the LDRs;

...

(Ord. __ § 2, 2024; Ord. 1273 § 1, 2021)

SECTION III.

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

SECTION IV.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION V.

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

PASSED 1ST READING THE ____ DAY OF _____, 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



PERMIT NOTES

Permit # P24-044

Parcel # :

Site Address:

Project Name: Findings - LDR Amendment

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		See final staff report for analysis	KPAGE@JACKSONWY.GOV	04/05/24	4/5/24
GENERAL		TOJ Staff Requested amendment	CHOLDEN@JACKSONWY.GOV	03/22/24	

STAFF REPORT



Meeting Date:	July 15, 2024	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Administration	Presenter:	Tyler Sinclair
Agenda Item:	Specific Purpose Excise Tax (SPET) Resolution for Justice Center	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to consider a Resolution presented by Teton County to place an additional 1% SPET on the November 2024 ballot to fund a new Teton County Justice Center.

Requested Action.

Staff requests Council consider a Resolution presented by Teton County to place an additional 1% SPET on the November 2024 ballot to fund a new Teton County Justice Center.

Recommendations.

None.

Background.

On June 18, 2024, the Teton County Board of County Commissioners approved a Resolution approving a proposition for an additional 1% Specific Purpose Excise Tax (SPET). The Resolution approves placing a ballot question on the November 5, 2024, General Election ballot to approve \$88 million for a new Teton County Justice Center. Pursuant to Wyoming Statute §39-15-203(a)(iii)(A), before the county can place any proposition to impose a SPET on the ballot, the governing bodies of at least 50% of the incorporated municipalities within the county shall adopt a resolution approving the resolution. The Teton County Board of County Commissioners have respectfully requested that the Jackson Town Council approve the same Resolution authorizing the SPET ballot question to be placed on the November 5, 2024, ballot. Related notification from the Town to the County Clerk must occur prior to July 17, 2024. Attached, please see the formal request from the County to the Town on this matter.

On June 17, 2024, Jackson's Town Council continued its discussion on joint funding alternatives and approved the following two (2) motions to:

1. Direct staff to send a letter on behalf of the Town Council stating the Council's desire to have:
 - a. The Town and County change the Joint department/division funding split as follows: the Town pays 35% of Joint department budgets (operations and capital), and the County pays 65% of Joint department budgets (operations and capital), which split shall be included in the joint power agreements and, as appropriate, incorporated and enshrined in other Joint department cooperative arrangements for a minimum period of ten years, to be drafted and approved on or before July 17, 2024 and effective July 1, 2025; and
 - b. The Town and County to place a joint resolution on the November 2024 ballot to collect an additional 1% or ½% SPET for the Teton County Justice Center.
2. Direct staff to send a letter on behalf of the Town Council stating the Council's desire to have the Town and County place a joint resolution on the November 2024 ballot to collect an additional 2% County-wide Lodging Tax.

At the July 1, 2024, Joint Information Meeting (JIM) the Town Council and the Teton County Board of County Commissioners met to continue discussing joint funding and ultimately both made the following motion:

I move to direct staff to:

1. *Prepare a final joint resolution for a 1% SPET for the Teton County Justice Center.*

2. *Prepare language changing the Town and County joint department/division funding split for JPAs and all departments/divisions cooperatively funded as follows:*
 - a. *The Town pays 35% of joint department/division budgets (operations and capital), and the County pays 65% of joint department/division budgets (operations and capital); and*
 - b. *For a period of ten years; and*
 - c. *Effective July 1, 2025.*
3. *Prepare language changing the Town and County joint department/division funding split for JPAs and all departments/divisions cooperatively funded as follows:*
 - a. *The Town pays 40% of joint department/division budgets (operations and capital), and the County pays 60% of joint department/division budgets (operations and capital); and*
 - b. *Over a period of 2 fiscal years and 3% per year; and*
 - c. *Effective July 1, 2025.*
4. *Present these documents at a joint meeting on July 8, 2024.*

In addition, the Boards discussed the inclusion of a joint resolution on the November 2024 ballot to collect an additional 2% County-wide Lodging Tax. After discussing this item, the Boards did not include this alternative in the motion for further consideration at this meeting.

Furthermore, the Boards directed staff to provide information regarding the change to the Town and County Joint department funding split. Upon research of this issue, for every 1% reduction/increase in the Town/County portion of the split the Town/County share changes approximately \$210,000 for recurring operations only, excluding capital.

At the July 8, 2024, Joint Information Meeting, the Town and County voted, subject to changes by legal staff, on a Memorandum of Understanding (MOU) to change the Town/County Joint Department funding split to 38% Town and 62% County, contingent on a 1% SPET for a Teton County Justice Center being approved by the voters in November. The MOU also contained provisions for phasing in of the revised Town/County funding split, a commitment to address governance of joint departments and the timing of certain provisions. Please see the attached final version of the MOU presented for action for more information. The proposed MOU was approved by the County 5-0 and failed for the Town 2-2.

Analysis.

The proposed Resolution before the Council is not contingent on any other matters associated with Joint Funding between the Town and County. The deadline to notify the Teton County Clerk that the Town is supportive of placing this item on November 5, 2024, general election ballot, is 5:00pm on July 16, 2024.

Possible Alternatives.

See attachments for alternatives identified in previous staff reports

Comprehensive Plan & Priority Alignment.

To successfully implement the Comprehensive Plan, the Town Council and County Commission must set priorities, be strategic, and be disciplined. Chapter 8 - Quality Community Service Provision calls for "Timely, efficient and safe delivery of quality services and facilities in a fiscally responsible and coordinated manner."

Fiscal Impact.

The proposed 1% tax increase in the form of a SPET, the County Treasurer reports that each penny generates approximately \$22M.

Staff Impact.

Ongoing.

Attachments or Links.

- JOINT RESOLUTION APPROVING PROPOSITION FOR AN ADDITIONAL 1% SPECIFIC PURPOSE EXCISE TAX IN TETON COUNTY, STATE OF WYOMING, SAID PROPOSITION TO BE PLACED ON THE GENERAL ELECTION BALLOT ON NOVEMBER 5, 2024
- Memorandum of Understanding, Joint Funding Between the Town of Jackson and Teton County

Suggested Motion.

I move to approve the Joint Resolution approving proposition for an additional 1% Specific Purpose Excise Tax in Teton County, State of Wyoming, said proposition to be placed on the general election ballot on November 5, 2024.

**JOINT RESOLUTION APPROVING PROPOSITION FOR
AN ADDITIONAL 1% SPECIFIC PURPOSE EXCISE TAX IN
TETON COUNTY, STATE OF WYOMING, SAID
PROPOSITION TO BE PLACED ON THE GENERAL
ELECTION BALLOT ON NOVEMBER 5, 2024**

WHEREAS, W.S. §39-15-204(a)(iii) and 39-16-204(a)(ii) authorize a county to impose an excise tax not to exceed two percent (2%) upon retail sales of tangible personal property, admissions and services made within the county, the revenue from which excise tax shall be used in a specified amount for specific purposes authorized by the qualified electors; said specific purposes not to include ordinary operations of local government except those operations related to a specific project; and

WHEREAS, the Board of County Commissioners of Teton County and the Mayor and Town Council of the Town of Jackson, Wyoming (hereinafter sometimes referred to as the "Governing Bodies") have agreed upon a procedure to be utilized in Teton County for the submission of specific purpose excise tax project questions to the voters of the County; and

WHEREAS, Teton County is presently imposing one percent (1%) sales and use tax for specific purpose tax authorized by W.S. §39-15-203(a)(iii), W.S. §39-15-204(a)(iii), W.S. §39-16-203(a)(ii), and W.S. §39-16-204(a)(ii); and

WHEREAS, W.S. §39-15-203(a)(iii)(C) states that if a county seeks to increase a tax rate previously approved by the qualified electors of the county that increase shall be separately proposed and voted upon, provided that the total amount of the separate propositions is subject to the limitations specified in W.S. §39-15-204(a)(iii) and (iv); and

WHEREAS, the Town of Jackson is a statutorily designated first-class city but commonly refers to itself as the Town of Jackson. The use of the word "town" in this document does not denote an official statutory designation as a "town." The use of the word "town" means "city" for purposes of legal statutory designation; and

WHEREAS, the Governing Bodies have further determined that it is necessary to submit to the qualified electors of the County the proposition for the additional one percent (1%) tax (hereinafter sometimes referred to as the "Tax Proposition"); and

WHEREAS, the Governing Bodies hereby notify the Teton County Clerk prior to July 17, 2024, of their intention to place the Tax Proposition for specific purposes on the November 5, 2024, general election ballot; and

WHEREAS, the Governing Bodies have further determined that the Tax Proposition should be made available for the following projects in the specific principal amounts and specific purposes set forth below and the language suggested to the County Clerk is as follows:

Shall Teton County, State of Wyoming, be authorized to adopt an additional one percent (1%) specific purpose excise tax (the "Tax") within

Teton County for the purpose of raising and collecting the amounts set forth below, the proceeds from which, and the interest earned thereon, to be used and applied for a specific project, and to the extent necessary and allowed by law, the pledge to or payment of debt service and/or lease payments thereon:

Teton County Justice Center

*\$88,000,000.00 for the purpose of planning, designing, engineering, demolition of the old Jail, demolition of the current courthouse, and construction the new Teton County Justice Center including but not limited to the Teton County Detention Facility, District Courtroom and accompanying office space, Clerk of District Court office space, Circuit Courtroom and accompanying office space, Clerk of Circuit Court office space, County and Prosecuting Attorney’s Office space, Teton County Sheriff’s Office, and other office space. Any unexpended funds, including any unused contingency funds, shall be placed into a designated account, the principal and interest of which shall be used for operations and maintenance of the Teton County Justice Center.
This project is sponsored by Teton County.*

FOR the Proposition _____

AGAINST the Proposition _____

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TETON COUNTY, WYOMING AND THE TOWN COUNCIL OF THE TOWN OF JACKSON, STATE OF WYOMING, THAT:

1. Having determined that the Tax Proposition should be made available for the project listed above in the specified principal amount and for the specified purpose therein set forth, the parties hereto endorse, adopt and approve the procedures set forth in W.S. §39-15-203(a)(iii), W.S. §39-15-204(a)(iii), W.S. §39-16-203(a)(ii) and W.S. §39-16-204(a)(ii).

2. No proposition shall be placed on a ballot at any election for approval by the voters of the County pursuant to W.S. §39-15-203(a)(iii) and W.S. §39-15-204(a)(ii), except under the following conditions:

(a) A majority of the members of the Board of County Commissioners and a majority of the members of the Town Council must approve the ballot question to be submitted for approval prior to it being placed upon the ballot.

(b) No tax shall be imposed pursuant to W.S. §39-15-203(a)(iii), W.S. §39-15-204(a)(iii), W.S. §39-16-203(a)(ii) and W.S. §39-16-204(a)(ii) until the proposition to impose the tax for a specific purpose in a specific amount is approved by the vote of the majority of the qualified electors voting on the proposition. The Board of County Commissioners and Town Council agree that the proposition shall be submitted to the voters as an independent ballot question.

(c) The revenue from the tax shall be used in a specified amount for a specific purpose authorized by the qualified electors. The specific purpose shall not include ordinary operations of local government except those operations related to the specific project.

(d) The amount of revenue to be collected and the purpose for which it is proposed shall be specified in the proposition.

(e) The election shall be held in accordance with W.S. §22-21-101 through 22-21-112.

(f) In the event a ballot question authorizing the additional 1% tax is approved by the voters, all revenue collected by the Department of Revenue from the taxes shall be transferred to the State Treasurer who shall deduct one percent (1%) to defray the costs of collection of the tax and administrative expenses incident thereto, and deposit the remainder into the trust and agency fund for monthly distribution to the Teton County Treasurer.

(g) Any interest earned from the investment of the revenues may only be used for costs related to the purpose approved on the ballot, including operation and maintenance costs, and shall be distributed to the sponsoring entity.

(h) The sponsoring entity receiving revenues from the specific purpose excise tax shall:

- i) Maintain its accounting in records in accordance with generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants.
- ii) Establish separate interest-bearing ledger accounts into which the revenues will be deposited;
- iii) Deposit and record all tax receipts within the appropriate ledger account;
- iv) Retain and record interest earned on each account; and
- v) At the end of each fiscal year, prepare and forward to the governing bodies a report on each account showing a reconciliation of all tax receipts and the amount of interest earned thereon, and a reconciliation showing all expenditures from the account or fund, grouped by major categories or classifications.

3. In the event the taxes collected for the project exceeds the amount necessary for the approved purpose, the excess funds shall be retained by the Teton County Treasurer for one (1) year for a refund of overpayments of the Tax Revenue. After one (1) year, any interest earned on the excess funds and the excess funds less any refunds ordered shall be applied to future specific purpose excise tax projects that are approved by the voters in subsequent elections in the respective ratio which the principal amount of each future project approved bears to the total principal amount of all future projects approved. In the event that there are not future specific purpose excise tax projects that are approved by the voters in subsequent elections, to which any interest earned on the excess funds and the excess funds less any refunds ordered can be applied, then any interest earned on the excess funds and the excess funds less any refunds ordered shall be distributed to each sponsoring entity based upon the respective ratio which the principal amount of each project approved bears to the total principal amount of all projects approved. Such excess funds shall be expended for the needs of the projects for which the tax was approved by the voters, including but not limited to the payment of additional unanticipated construction costs, related financing costs or for operating, equipping and maintaining the specified projects.

4. At the general election to be held in Teton County, State of Wyoming on November 5, 2024, between the hours of 7:00 am and 7:00 pm, there will be

submitted to the qualified electors of the County those matters more particularly set forth on the official ballot and the Proclamation and Notice of Election.

5. The election shall be held at those vote centers as more particularly set forth in the Proclamation and Notice of Election.

6. Any qualified elector in the County shall be entitled to vote in person at any vote center regardless of the precinct that he or she resides, or by absentee ballot. A qualified elector includes every citizen of the United States who is a bona fide resident of the State of Wyoming and Teton County, who has registered to vote and who will be at least eighteen (18) years of age on the day of the election.

7. There shall be provided at each vote center, one (1) ballot box and one (1) set of ballots for each district and precinct in the County. The official ballot shall set forth each proposition to be approved by the vote of the majority of the qualified electors.

8. The results disclosed by the canvass of voters shall be certified by the Canvassing Board of Teton County. Only if the majority of votes cast for the Tax Proposition at the election is in favor of the imposition of the additional 1% Tax shall the Board of County Commissioners, in the manner provided by law, then proceed to declare the results of the election and complete all steps necessary for the imposition of the Tax.

9. Should any part of or provision of this Resolution be judicially determined to be invalid or unenforceable, such determination shall not affect the remaining parts and provisions hereof, the intention being that each part or provision of this Resolution is severable.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
OF TETON COUNTY, WYOMING**

Luther Propst, Chairman

Attest:

Maureen E. Murphy, Teton County Clerk

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2024.

TOWN OF JACKSON, WYOMING

Mayor Hailey Morton Levinson

Attest:

Riley Taylor, Clerk

MEMORANDUM OF UNDERSTANDING

JOINT FUNDING BETWEEN THE TOWN OF JACKSON AND TETON COUNTY

COMES NOW on this ____ day of June 2024, the parties, TETON COUNTY, WYOMING, a duly organized county of the State of Wyoming, and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, agree as follows in regard to joint funding of multiple departments, divisions, and functions between Teton County and the Town of Jackson;

WHEREAS, the Town of Jackson is a statutorily designated first-class city but commonly refers to itself as the Town of Jackson. The use of the word "town" in this document does not denote an official statutory designation as a "town." The use of the word "town" means "city" for purposes of legal statutory designation; and

WHEREAS, both the Town of Jackson and Teton County have determined that it is necessary to submit to the qualified electors of the County a proposition for an additional one percent (1%) Special Excise tax (SPET) to fund the Teton County Justice Center; and

WHEREAS, the Town of Jackson and Teton County need to notify the Teton County Clerk prior to July 17, 2024, of their intention to place the Tax Proposition for specific purposes on the November 5, 2024, special election ballot; and

WHEREAS, the Town of Jackson is the only incorporated municipality in the county of Teton and for many years the Town of Jackson and Teton County have participated in a partnership in multiple governmental functions that includes joint funding of departments, divisions, and functions of government; and

WHEREAS, the Town of Jackson and Teton County currently divides most of the joint funding of joint governmental functions, through the same means that the State of Wyoming uses for splitting sales tax; specifically through the population census of the number of people in the incorporated municipality and the number of people in the unincorporated area of the county. The joint funding split is currently 54% attributed to Teton County and 46% attributed to the Town of Jackson; and

WHEREAS, the Town of Jackson and Teton County desire to adjust the joint funding ratio from a 54/46 split to a 62/38 split with 62% attributed to Teton County and 38% attributed to the Town of Jackson with certain caveats and conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TETON COUNTY, WYOMING, AND THE TOWN COUNCIL OF THE TOWN OF JACKSON, STATE OF WYOMING, THAT:

1. The Jackson Town Council will approve and sign prior to July 17, 2024, the *Joint Resolution Approving Proposition for an Additional 1% Specific Purpose Excise Tax in Teton County, State of Wyoming, Said Proposition to be Placed on the Special Election Ballot on November 5, 2024.*

2. Joint funding of the following joint governmental operations shall be changed from a 54/46 split to a 62/38 split with 62% attributed to Teton County and 38% attributed to the Town of Jackson with the conditions as listed below:
 - a. START Bus System
 - b. Fire/EMS
 - c. Parks/Recreation
 - d. Emergency Management
 - e. Victim Services
 - f. Animal Shelter
 - g. Affordable Housing
 - h. Radio Services
 - i. Treatment Court
 - j. Pathways
 - k. Transportation
 - l. Planning
3. Joint funding of the following joint governmental capital shall be changed from 54/46 split to a 62/38 split with 62% attributed to Teton County and 38% attributed to the Town of Jackson with the conditions as listed below:
 - a. START bus system
 - b. Fire/EMS
 - c. Parks/Recreation
 - d. Emergency Management
4. Both Paragraphs 2 and 3 above are contingent on the following:
 - a. The Proposition for an additional 1% Special Excise Tax (SPET) is approved by the voters on November 5, 2024.
 - b. The change in joint funding for both operations and capital shall be phased in over a 3-year period. Specifically, the joint funding split for both operations and capital shall change from 54/46 to 57/43 with 57% attributed to Teton County and 43% attributed to the Town of Jackson beginning on July 1, 2025, and then an increase from 57/43 to 60/40 with 60% attributed to Teton County and 40% attributed to the Town of Jackson beginning on July 1, 2026. And then an increase from 60/40 to 62/38 with 62% attributed to Teton County and 38% attributed to the Town of Jackson beginning on July 1, 2027.
 - c. The Town of Jackson and Teton County will revise the governance of jointly funded governmental functions beginning discussion in January 2025. This could include ideas such as creating independent agencies, fees for services, splitting departments, etc. All revised governance would be effective July 1, 2027, or sooner if the parties can come to agreement. If agreement cannot be made on governance prior to January 1, 2031, then the funding split for joint funding for both operational and capital shall revert on July 1, 2031 to the use of the tax division as directed in Wyoming Statute §39-15-211(a)(i)(B)(I) and (II), specifically (I) to the county in the proportion the population of the county situated outside the corporate limits of its cities and towns bears to the total population of the county; and (II) to the incorporated cities and towns within the county in the proportion the population of each city or town bears to the total population of the county.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF TETON COUNTY, WYOMING

Luther Propst, Chairman

Attest:

Maureen E. Murphy, Teton County Clerk

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2024.

TOWN OF JACKSON, WYOMING

Mayor Hailey Morton Levinson

Attest:

Riley Taylor, Clerk

STAFF REPORT



Meeting Date:	July 15, 2024	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Title 1 Amendment: Ordinances Adding Credit Card Transaction Fees	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to consider the ordinance necessary to authorize and establish the new credit card transaction fees approved by Council during the budget discussions.

Requested Action.

The requested action is that the Council approve the attached ordinance necessary to authorize and establish the new credit card transaction fees.

Recommendations.

Staff recommends Council approve the attached ordinance necessary to authorize and establish the new credit card transaction fees.

Background.

During the budget discussion during the spring, and in accordance with standard procedure for reviewing fees annually, the Town Manager presented potential new fees in the Town. Council considered and approved adding a credit card transaction fee.

Analysis & Key Policy Questions.

The policy issues associated with this issue were addressed by staff and Council during the spring budget discussion.

This ordinance is necessary to effectuate this new fee because fees are *authorized* via ordinance, while the *amount* of the fee is set by resolution.

Possible Alternatives.

The Council could elect not to authorize fees for this work.

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 for this item was discussed in the budget discussions.

Staff Impact.

The staff impact of this staff report was in the Legal Department to create the ordinance, which was approximately 15 hours of time.

Attachments or Links.

Ordinance V

Suggested Motion.

I move to approve ordinance V at third reading and designate it Ordinance 1375.

ORDINANCE V

AN ORDINANCE ADDING SECTION 1.01.130 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON RELATING TO CREDIT CARDS AS A FORM OF PAYMENT AND CREDIT CARD PROCESSING FEE; 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 1.

Section 1.01.130 of the Municipal Code of the Town of Jackson is hereby created and added as follows:

1.01.130 Credit card as a form of payment; credit card processing fee.

- A. The Town may accept credit cards, charge cards, or debit cards, whether presented in person or electronically, as a method of payment of any fee, fine, cost, rate, or other charge the Town is required or authorized to collect.
- B. The Town may set a credit card processing fee in an amount established by resolution that shall be charged for each transaction where payment is made by credit card, charge card, or debit card to wholly or partially offset the amount of any fee charged by the credit card, charge card, or debit card company. When a person elects to make payment to the Town by credit card, charge card, or debit card and such credit card processing fee is imposed such fee shall be deemed voluntary by the person and is not refundable.

(Ord. ____ § 1, 2024).

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:	July 15, 2024	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Title 13 Amendment: Ordinances Adding Sewer and Water Connection Request Fees	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to consider the ordinances necessary to authorize and establish the sewer and water connection request fees approved by Council during the budget discussions.

Requested Action.

The requested action is that the Council approve the attached ordinances authorizing fees for sewer and water connection requests.

Recommendations.

Staff recommends Council approve the attached ordinances authorizing fees for sewer and water connection requests.

Background.

During the budget discussion during the spring, and in accordance with standard procedure for reviewing fees annually, the Town Manager presented potential new fees in the Town. Council considered and approved adding connection request fees for:

Sewer and Water County Connection Request (Application) Fee

- Single Lot - \$100
- Central System - \$1,000
- Staff Review - \$131 per hour
- Fees are for Each Utility Connected

Sewer and Water Connection and Use Agreement Fee

- Single Lot - \$100
- Central System - \$1,000
- Staff Review - \$131 per hour
- Fees are for Each Utility Connected

Commercial Water Supply - \$5.85 per 1000 gallons

Analysis & Key Policy Questions.

The Town of Jackson Public Works Department is the department with primary responsibility for reviewing and effectuating requests for sewer and water service by out-of-Town customers. The Legal Department is also involved in these requests because, if approved, that department ultimately works closely with the Public Works Department to create the legal documents necessary to memorialize the connection.

This ordinance is necessary to effectuate this new fee because fees are *authorized* via ordinance, while the *amount* of the fee is set by resolution.

Possible Alternatives.

The Council could elect not to authorize connection request fees for this work.

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 for this item was discussed in the budget discussions.

Staff Impact.

The staff impact of this staff report was in the Legal Department to create the ordinances, which was approximately 15 hours of time.

Attachments or Links.

Ordinance W.

Ordinance X.

Suggested Motion.

I move to approve ordinance W at third reading and designate it Ordinance 1376.

I move to approve ordinance X at third reading and designate it Ordinance 1377.

ORDINANCE W

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NOS. 1358, 1319, 1271, 1071, 992, 935, 866, 538, 410, AND 270; SECTION 2 OF ORDINANCE NO. 743; SECTION 3 OF ORDINANCE NO. 664; AND SECTION 13.04.050 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING WATER FEES; 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.

An ordinance amending and reenacting Section 1 of Ordinance Nos. 1358, 1319, 1271, 1071, 992, 935, 866, 538, 410, and 270; Section 2 of Ordinance No. 743; Section 3 of Ordinance No. 664; and Section 13.04.050 of the Municipal Code of the Town of Jackson is hereby amended and reenacted to read as follows:

13.04.050 - Supply—How obtained—Capacity fees.

- A. Application. Any Person desiring to obtain a supply of water from the waterworks shall make application by building permit to the Planning and Building Department, **pay nonrefundable connection request fees in amounts established by resolution at the time of application**, and file an acknowledgment therewith that he shall be governed by the laws and regulations as may be provided by the Mayor and Town Council for the control of water supply. The application for water must state the location, kind of building, number of rooms, and the entire area of grounds to be supplied, state the purpose for which the water is to be used, and the size of water meter required.

...

(Ord. ____ § 1, 2024; Ord. 1358 § 1, 2023; Ord. 1319 § 1, 2022; Ord. 1271 § 1, 2020; Ord. 1071 § 1, 2014; Ord. 992 § 1, 2011; Ord. 935 § 1, 2009; Ord. 866 § 1, 2008; Ord. 743 § 2, 2003; Ord. 664 § 3, 2000; Ord. 538 § 1, 1996; Ord. 410 § 1, 1990; Ord. 270 § 1, 1980.)

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.

BY: _____
Hailey Morton Levinson, Mayor

BY: _____
Riley Taylor, Town Clerk

[illegible]

Riley Taylor, Town Clerk

ORDINANCE X

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NOS. 1358, 1319, 1271, 991, 936, 867 AND 576; SECTION 2 OF ORDINANCE NOS. 745 AND 122; SECTION 7 OF ORDINANCE NO. 677; AND SECTION 13.08.020 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING WASTEWATER FEES; 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.

An ordinance amending and reenacting Section 1 of Ordinance Nos. 1358, 1319, 1271, 991, 936, 867 and 576; Section 2 of Ordinance Nos. 745 and 122; Section 7 of Ordinance No. 677; and Section 13.08.020 of the Municipal Code of the Town of Jackson is hereby amended and reenacted to read as follows:

13.08.020 - Wastewater capacity fees.

- A. Any customer desiring to obtain service from the Town's wastewater treatment facilities shall make application in writing to the Town planning department, **pay nonrefundable connection request fees in amounts established by resolution at the time of application**, and file an acknowledgment that the customer shall be governed by the laws and regulations as may be provided by the Mayor and Town Council pertaining to wastewater facilities. If the application is granted, the Public Works Department shall be authorized to extend the sewer mains to include the property. All expenses related to any extension from the sewer main to a private lot or within a private lot shall be borne by the property owner(s) or their designated representative. All connections to the sewer main shall be done by or under the supervision of the Public Works Department. The customer shall pay the total of the applicable wastewater capacity fees according to the following fee schedule:.

...

(Ord. ____ § 1, 2024; Ord. 1358 § 1, 2023; Ord. 1319 § 1, 2022; Ord. 1271 § 1, 2020; Ord. 991 § 1, 2011; Ord. 936, § 1, 2009; Ord. 867 § 1, 2008; Ord. 745 § 2, 2003; Ord. 677 § 7, 2000; Ord. 576 § 1, 1997; Ord. 122 § 2, 1969).

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)
COUNTY OF TETON) ss.

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

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: July 15, 2024

RE: Town Manager's Report

WAM Resolutions

In early June, Councilmembers and staff participated in the Wyoming Association of Municipalities' (WAM's) Summer Convention in Pinedale. Each year, the ninety-nine incorporated cities and towns in WAM gather to connect, engage in professional development, and consider and discuss various resolutions submitted by cities and towns from across Wyoming. All Resolutions are considered and voted on and some are ratified by the Association. Those with affirmative votes provide potential focal points for WAM during the upcoming Legislative Session. The Town of Jackson is now providing the ratified resolutions to our State Legislators to keep them informed and ask for related support should any discussions and/or bills on these topics arise in the interim or during the Legislative Session. Please find a letter to State Legislators and the eight resolutions ratified by WAM attached to this Town Manager's report.

Town of Jackson Employee Housing Stock Update

Attached to the Town Manager's Report is a snapshot of the Town of Jackson's current housing stock. This list does not include housing units that are secured for winter START Operators. For the winter 24-25 season, the Town is again hoping to contract with the Antler Motel (10 motel rooms), Snake River Cabins (7 cabins), and Teton County (a 4BR bunkhouse setup at Adams Canyon). Staff continues to reach out to the community to secure primary leases at reasonable amounts so that we can turn around and lease those units to Town employees and their families. Please reach out to Roxanne Robinson if you have any questions regarding this update.

USDA Farmers Market Promotion Program

At the April 17, 2023, Town Council meeting, Council approved a request for Sustainable Strategies, DC to support Slow Foods in the Tetons with a grant application for the United States Department of Agriculture Farmers Market Promotion Program. Slow Foods applied for \$96,269 in funding and was awarded the full amount. On Friday, June 28th, they celebrated the grand opening of a new farm stand that will be open at the Snake River Brewery on Friday afternoons, thanks in part to funding from this grant. The farm stand provides a convenient location for residents and workforce to obtain healthy, locally grown produce.

BOR WaterSMART grant

At the November 6, 2023, Town Council meeting, Council approved a request for Trout Unlimited to work with Sustainable Strategies, DC to apply for United States Bureau of Reclamation WaterSMART Cooperative Watershed Management Phase 1 Grant. With our support, Trout Unlimited applied for \$299,189 to support the Snake River Headwaters Watershed Group (SRHWG), a collaboration of diversion stakeholders in the Snake River Headwaters. Trout Unlimited was recently awarded their full funding request.

DOE Charging and Fueling Infrastructure Grant

At the May 15, 2023, Town Council meeting, Council gave approval for staff to work with Sustainable Strategies to apply for a Department of Transportation Charging and Fueling Infrastructure Grant, in collaboration with Teton County, Yellowstone-Teton Clean Cities, Jackson Hole Airport, Teton Village Association, and concessionaires within Grand Teton and Yellowstone National Parks. The Town of Jackson was not selected for the first round of funding. However, our application was “highly recommended” for future funding opportunities. In June, staff resubmitted our application for consideration.

A new pool of funding is now available for the Charging and Fueling Infrastructure Grant. Some restrictions have been loosened, and we can now include funding for electric vehicle charging infrastructure in multi-family housing developments. The Town seeks approval to apply for this additional pool of funding. Our application will include our original partners and requests as well as potential new partners such as the Teton County Housing Authority. Grant applications are due August 28th, 2024, and require a 20% match. If both our resubmittal and our new application are awarded funding, we will be able to select the more favorable one. Upon approval of the Town Manager’s Report, staff will proceed with the grant application.



TOWN COUNCIL

Representative/Senator
Wyoming Legislative Service Office
200 West 24th Street
Cheyenne, WY 82002

Dear Representative/Senator,

I am writing on behalf of Jackson's Town Council to request that you support resolutions passed by the Wyoming Association of Municipalities (WAM) earlier this summer. Each year the ninety-nine incorporated cities and towns in WAM gather for a Summer Convention where we consider and discuss various resolutions submitted by cities and towns from across Wyoming. Each resolution is considered and voted on and some are ratified by the Association. Those with affirmative votes provide potential focal points for WAM during the upcoming Legislative Session. Providing open lines of communication, Jackson's Town Council is continuing to inform our legislative delegation about WAM's resolutions, which include the following.

- A Resolution Supporting Retention of Ownership of Condominium Plats
- A Resolution to Amend State Statute to Increase Fees for Retail Liquor Licenses
- A Resolution Supporting Allowance of Local Revenue Generation
- A Resolution for Legislation to Designate Public Works Employees as Emergency Personnel
- A Resolution Declaring that Covenants Restricting Application of Waterwise Landscaping or Requiring Installation of Water-Intense Landscaping Mandate Irresponsible Use of Water Resources and Requesting the State Legislative Committees and State Legislature Review, Consider, and Adopt Modifications to State Statutes to Nullify Covenants that Restrict Waterwise Landscaping or Require Installation of Water-Intense Landscaping
- A Resolution Expressing the Support of the Governing Body to Request the State of Wyoming to Create a Special Animal Control District
- A Resolution Regarding Legal Advertisements
- A Resolution Endorsing WAM Support of Transient Guest Tax

We formally request that you keep the above topics in mind as you engage in interim meetings and prepare for and engage in the next Legislative Session. If related bills are brought forth, the Town asks that you consider supporting them. The three Resolutions the Town of Jackson submitted focus on retail liquor licenses, retention of ownership of condominium plats, and local revenue generation.

Please let us know if you have related questions and thank you for your continued service and dedication to our state and local community.

Sincerely,

Mayor Hailey Morton Levinson
Town of Jackson

WAM RESOLUTION NO. 24-03

**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 1935;

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

NOW, THEREFORE, BE IT RESOLVED that WAM supports legislation aimed at
granting municipalities the authority to regulate liquor licenses through local
control by adjusting fees to better reflect the value of retail liquor licenses.

Wyoming Association of Municipalities

By



WAM President Matt Hall

WAM RESOLUTION NO. 24-04

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.

Wyoming Association of Municipalities

By



WAM President Matt Hall

WAM RESOLUTION NO. 24-05

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

WHEREAS, governmental entities may enter into public-private partnership 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

Wyoming Association of Municipalities

By 
WAM President Matt Hall

WAM RESOLUTION NO. 24-08

**A RESOLUTION EXPRESSING THE SUPPORT OF THE GOVERNING BODY TO
REQUEST THE STATE OF WYOMING TO CREATE A SPECIAL ANIMAL
CONTROL DISTRICT**

WHEREAS, municipalities have the responsibility to manage, control, and shelter domestic pets at large; and

WHEREAS, the humane treatment of these domestic pets comes at a significant cost which exceeds the available funding of local governments;

WHEREAS, it is the desire of local governments to provide adequate and humane care for domestic pets;

NOW THEREFORE BE IT RESOLVED, that Wyoming Association of Municipalities request that the State of Wyoming allow for the creation of special animal control and shelter districts under Wyoming law.

Wyoming Association of Municipalities

By: 

WAM President Matt Hall

WAM RESOLUTION 24-09

A RESOLUTION REGARDING LEGAL ADVERTISEMENTS

WHEREAS, Wyoming law requires local governments under multiple circumstances to memorialize specific actions of local governments and to provide notice of specific events or intentions to act; and

WHEREAS, said memorialization and notice is required to be published in a newspaper of general circulation; and

WHEREAS, with the popularization of electronic media the intention of this newspaper publication has been diminished; and

WHEREAS, WAM supports the intent of transparency in government actions that publication and notice provide; and

WHEREAS, WAM is concerned that publication in newspapers of general circulation may not provide the intended notice; and

NOW THEREFORE BE IT RESOLVED, the Wyoming Association of Municipalities supports giving local governments the choice of how and where to publish the required memorialization and notice under Wyoming law.

Wyoming Association of Municipalities



WAM Board President, Matt Hall

WAM RESOLUTION NO. 24-10

A RESOLUTION ENDORSING WAM SUPPORT OF TRANSIENT GUEST TAX

WHEREAS, communities experience high usage of its hotels by guests who are working and often stay for periods longer than 30 days; and

WHEREAS, Wyoming Statute § 39-15-101(a)(xiv) defines a "transient guest" as a person who occupies a room or rooms in any hotel for less than thirty (30) continuous days; and

WHEREAS, it is believed this provision puts Wyoming and its cities at a competitive disadvantage in tourism development; and

WHEREAS, it is believed this provision to be harmful to local business in so far as not having sufficient rooms available for regular tourism, harming local businesses.

NOW, THEREFORE, BE IT RESOLVED that the Wyoming Association of Municipalities, supports legislation that would repeal Wyoming Statute § 39-15-101(a)(xiv) in order to promote tourism development and address the shortage of available rooms for regular tourism.

Wyoming Association of Municipalities



WAM President Matt Hall

June 7, 2024

RESOLUTION 24-02

**A RESOLUTION ADVOCATING FOR LEGISLATION TO DESIGNATE PUBLIC WORKS
EMPLOYEES AS EMERGENCY PERSONNEL**

WHEREAS, the governing body request we support and advocate that public works personnel, water and wastewater operators be considered emergency personnel.

WHEREAS, Police, Fire and EMS workers are designated emergency response because they provide vital support during emergencies,

WHEREAS, public works personnel such as water and wastewater operators are essential to our communities during an emergency, they keep the water flowing and the waste leaving,

WHEREAS, other emergency response workers would not have the ability to provide our communities with the needed essential services of water and wastewater,

WHEREAS, we desire this designation of public works employees to be emergency personnel so we can ensure, in the event of an emergency, they will be able to keep our town systems functioning.

NOW, THEREFORE, BE IT RESOLVED, we advocate for public works employees to be designated as emergency personnel. Those Cites/Towns that wish to can opt out if they so choose.

Wyoming Association of Municipalities

By: _____

Matt Hall, WAM President

June 7, 2024

WAM RESOLUTION NO. 24-06

A RESOLUTION DECLARING THAT COVENANTS RESTRICTING APPLICATION OF WATERWISE LANDSCAPING OR REQUIRING INSTALLTION OF WATER-INTENSE LANDSCAPING MANDATE IRRESPONSIBLE USE OF WATER RESOURCES AND REQUESTING THE STATE LEGISLATIVE COMMITTEES AND STATE LEGISLATURE REVIEW, CONSIDER, AND ADOPT MODIFICATIONS TO STATE STATUTES TO NULLIFY COVENANTS THAT RESTRICT WATERWISE LANDSCAPING OR REQUIRE INSTALLATION OF WATER-INTENSE LANDSCAPING.

WHEREAS, water scarcity and conservation are critical issues affecting communities worldwide, including our own; and

WHEREAS, landscaping practices have a significant impact on water consumption, particularly in regions where water resources are limited or under stress; and

WHEREAS, waterwise landscaping techniques involve selecting native or drought-tolerant plants, incorporating efficient irrigation systems, improving soil quality, and reducing water runoff and evaporation; and

WHEREAS, waterwise landscaping can lead to substantial water savings, reduce the strain in municipal and private water supplies, and contribute to the overall sustainability and resilience of our community;

WHEREAS, the need for water conservation throughout Laramie County through existing residents as well as prospective new residents, and

WHEREAS, the Wyoming Association of Municipalities and the Wyoming County Commissioner's Association would draft a similar resolution on this topic to address but not limited to, nullification of covenants that restrict waterwise landscaping or require installation of water-intense landscaping.

NOW, THEREFORE, BE IT RESOLVED that we request the state legislative committees and state legislature review, consider, and adopt modifications to current State Statutes to nullify covenants that restrict waterwise landscaping or require installation of water-intense landscaping.

Wyoming Association of Municipalities

By 

WAM President Matt Hall

Town of Jackson Housing Stock		
Housing Trust Revolving Rights of First Purchase		
Location	# of Rights	Type of Rights
King Street Condos	5	Ownership Units - Employment Based (3 Rights Exercised)
No specific project - floating rights on specific inventory	6	Ownership Units - Employment Based (6 Rights Exercised)
Redmond Hall - floating rights on specific inventory	3	Ownership or Rental Units - Employment Based (2 ownership 1 rental Exercised)
Total	14	
Housing Department Revolving Rights of First Purchase		
Location	# of Rights	Type of Rights
Kelly Place Condos	4	Ownership - Employment Based (0 Rights Exercised)
S4 Project - Simon/Scott/Snow King/Smith Project	8	Ownership - Income Based 80-120% MFI (0 Rights Exercised - not yet constructed)
Total	12	
Shared Appreciation Mortgage		
Location	# of Units	Type of Unit
Wapiti Drive	1	3BR Single Family Home
Total	1	
Town Owned Rentals		
Location	# of Units	Type of Rental
West Snow King	8	Partial Studio Units - Town Preference
West Snow King	8	Partial Studio Units - County Preference
West Snow King	1	Hotel Unit - Current County preference but swaps with Town each 3 years
West Snow King	9	1BR Units - 6 Current Town Preference and 3 County Preference
Town of Jackson	1	4BR Single Family Home
Town of Jackson	4	3BR single Family Homes
Town of Jackson	1	2BR Single Family Home
Town of Jackson	8	2BR Apartments
Town of Jackson	2	1BR Apartments
Town of Jackson	2	Studio Apartments
Bunkhouse	1	4BR bunkhouse for temp stays - 1 dedicated to Police
Total	45	
Town Primary Leased Rentals		
Location	# of Units	Type of Rental
Chatham Loop Victor ID	1	2BR Apartment
Sawmill Road Alpine WY	1	3BR Single Family Home
North Millward, Jackson WY	1	1BR Apartment
Town Creek 355 W Deloney E5, Jackson WY	1	2BR Apartment
Town Creek 355 W Deloney A5, Jackson WY	1	1BR Apartment
Virginian Lane 55-4, Jackson WY	1	1BR Apartment
Canadian Drive, Jackson WY	1	3BR Single Family Home
Circle Drive, Thayne WY	1	1BR Single Family Home
Kelly Ave, Jackson, WY	1	1BR Apartment
Wildflower Court, Jackson WY	1	3BR Single Family Home
Total	10	
Total Rental Units	55	
Less Units Assigned for County Preference	-12	
Total Rental Units Available for Town Employees	43	