



TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

TRANSMITTAL MEMO

Town of Jackson

- ☒ Public Works/Engineering
- ☒ Building
- ☐ Title Company
- ☒ Town Attorney
- ☒ Police

Joint Town/County

- ☒ Parks and Recreation
- ☒ Pathways
- ☒ Joint Housing Dept

Teton County

- ☐ Planning Division

- ☐ Engineer
- ☐ Surveyor- *Nelson*
- ☐ Assessor
- ☐ Clerk and Recorder
- ☐ Road and Levee

State of Wyoming

- ☐ Teton Conservation
- ☐ WYDOT
- ☐ TC School District #1
- ☐ Game and Fish
- ☐ DEQ

Federal Agencies

- ☐ Army Corp of Engineers

Utility Providers

- ☐ Qwest
- ☐ Lower Valley Energy
- ☐ Bresnan Communications

Special Districts

- ☒ START
- ☒ Jackson Hole Fire/EMS
- ☐ Irrigation Company

<p>Date: August 18, 2022</p> <p>Item #: P22-208</p> <p>Planner: Paul Anthony</p> <p>Phone: 733-0440 ext. 1303</p> <p>Email: panthony@jacksonwy.gov</p> <p>Owner Town of Jackson PO Box 1687 Jackson, WY 83001</p> <p>Applicant/Agent: Teton County/Jackson Parks & Recreation – Steve Ashworth 307-733-5056</p>	<p style="text-align: center;">REQUESTS:</p> <p>The applicant is submitting a request for a Conditional Use Permit for Powderhorn Park 200 Powderhorn Ln. PIDN: 22-41-16-32-4-00-018</p> <p>For questions, please call Paul Anthony at 733-0440, x1303 or email to the address shown below. Thank you.</p>
<p>Please respond by:</p> <p style="text-align: center;">September 8, 2022 (with Comments)</p>	

RESPONSE: For Departments not using Trak-it, please send responses via email to:
alangley@jacksonwy.gov



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Form Filed _____ Date & Time Received _____

Application #: _____

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

PROJECT.

Name/Description: Powderhorn Park Improvements

Physical Address: 200 Powderhorn LN

Lot, Subdivision: PT. NE1/4SE1/4 SEC. 32, TWP. 41, RNG. 116 TRACT YY (EAST) & TRACT ZZ (WEST)

PIDN: 22-41-16-32-4-00-018

PROPERTY OWNER.

Name: TOWN OF JACKSON

Phone: 307-733-3932

Mailing Address: PO BOX 1687 JACKSON, WY

ZIP: 83001-1687

E-mail: _____

APPLICANT/AGENT.

Name: Teton County/Jackson Parks & Recreation

Phone: 307-732-8485

Mailing Address: PO BOX 811 JACKSON, WY

ZIP: 83001

E-mail: rrudd@tetoncountywy.gov

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ _____ Applicant/Agent

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

Use Permit

_____ Basic Use

☒ Conditional Use

_____ Special Use

Relief from the LDRs

_____ Administrative Adjustment

_____ Variance

_____ Beneficial Use Determination

_____ Appeal of an Admin. Decision

Physical Development

_____ Sketch Plan

_____ Development Plan

_____ Design Review

Subdivision/Development Option

_____ Subdivision Plat

_____ Boundary Adjustment (replat)

_____ Boundary Adjustment (no plat)

_____ Development Option Plan

Interpretations

_____ Formal Interpretation

_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment

_____ Map Amendment

Miscellaneous

_____ Other: _____

_____ Environmental Analysis

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

Pre-application Conference #: P21-121 Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: 8/10/21

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

Have you attached the following?

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

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

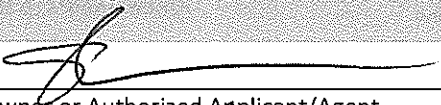
X **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning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

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

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

Signature of Property Owner or Authorized Applicant/Agent

Name Printed


STEVE ASCHWORTH

Date

Title

8/16/22
DIRECTOR

Powderhorn Park Improvements Conditional Use Permit

Contents

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Introduction

Powderhorn Park is a 3.2-acres community park located in central Jackson. The park is divided into two sections, one being comprised of a softball field and the second being general park amenities. These amenities include a public restroom, picnic shelter, playground, horseshoe pits and open lawn.

There are 1,189 residences and an estimated 2,842 residents within a mile radius of the park; there are 666 residences and an estimate 1,591 residents within a half-mile radius of the park. Powderhorn Park, property ID # 22-41-16-32-4-00-018, is owned by the Town of Jackson under deed #53 QCNS 411-413.

Zoning

Powderhorn Park is zoned “Park and Open Space” (P). The Park and Open Space—(P) zone is to designate land owned by the Town, County, State or Federal agencies, or special districts, and whose primary purpose is to provide public recreational opportunities for residents, tourists, and visitors. This is the appropriate zoning for this town-owned public park.

The site is not located in either the Natural Resource Overlay or Scenic Resource Overlay (see above map). Dogs will be confined on-site and will not interact with wildlife. There is no measurable natural wildlife habitat either on the property or on surrounding properties on all sides, so there will be no impact on any wildlife due to the proposed project.

Project Description

The proposed park plan will increase livability of the neighborhood surrounding the park and support existing and planned medium- to-high density residential and commercial development. (See Sheet 1: Powderhorn Park Proposed Site Plan.) No changes are proposed to the existing playground, picnic shelter, restroom, open space, or ballfield on the remaining 2.8-acres of the site. The Powderhorn Park plan addresses several new features of the park that will

improve its pedestrian and vehicle access and recreation needs, to include:

- **Dog off-leash area:** The proposed plan provides a manicured turf 0.30-acre area dedicated to dog off-leash use. The fenced area utilizes current undeveloped areas of the park and will not reduce existing park services, amenities, and lawn space. The fenced area will be landscaped along the southern edges providing screening for neighboring residents. The fenced area will be facing the backsides of detached garages to minimize residential impacts. Landscaping around the park will serve as natural drainage and screening. The proposed site plan includes a mixed shrub and tree plan along the southern boundary of existing Swedish columnar aspens.
- **Dedicated Parking Facility:** The current park has no dedicated parking, and on street parking (32 spaces) is shared with local neighbors and businesses. With recent commercial development, the on-street parking is not sufficient to ensure safe and accessible access to the park. The proposed plan includes the development of 10 parking stalls and 2 ADA stalls on the southern boundary of the park.
- **Accessible Sidewalks:** The proposed plan completes perimeter sidewalks on the east and south sides of the park. In addition, the plan includes additional accessible routes

Transportation Effects

This project is expected to have no significant impact on traffic. According to the ITE Trip Generation Manual, a 3.2-acre City/County Park normally generates 15 daily vehicle trips (9 arriving, 7 leaving). The off-leash facility will be a part of this total.

Drainage

Powderhorn Park drains from east to west, with the low point being in the South-West corner and the high point being a berm on the Eastern side. (Sheet

3). The existing drainage will be preserved, with the addition a vegetated filter strip along the outside of the Dog Off-Leash Area (Sheet 3).

General Operations

Powderhorn Park shall continue to be managed and maintained by the Parks and Recreation Department. The department will seek partnerships for education, outreach, and clean-up of the dog-off leash area with local animal welfare groups, but the overall responsibility for these facilities will continue to be with Parks and Recreation.

The dog-off lease area will remain open throughout the winter. All other amenities will not be plowed, and access is not guaranteed during the winter months.

Signage: Signs and mutt-mitts shall be placed near parking areas and the dog off leash areas for collection and rules around dogs and dog waste.

Operations, Administration and Maintenance: The facility will be open from dawn to dusk daily. These hours negate the need for lighting in the interior of the park. Overall responsibility for the facility will be with Teton County/Jackson Parks and Recreation Department. The Park shall be open consistent with other non-athletic field facilities, sunrise to sunset. Restroom shall be open from May 1st to October 1st and shelter facility reservations shall not occur when restrooms are not available.

Proposed Use

The proposed Dog Off-Leash Area falls within the "Outdoor Recreation" (TOJ-LDR 6.1.3.C) use. This is an allowed use for the "Park and Open Space" (P) zone.

Conditional Use Findings

Is compatible with the desired future character of the area:

Complies. The development of Powderhorn Park is consistent with the Jackson/Teton County Comprehensive Plan's stated goals to create quality public spaces in complete neighborhoods (Policy 3.2.e). Powderhorn Park is located in District 4: Midtown, an area with significant workforce housing and lodging developments that sit among or near parks, open spaces and public lands. Powderhorn Park is located closest to the Central Midtown subarea.

As a Transitional Subarea under the Comprehensive Plan, (CV-2-4) the Central Midtown subarea will benefit from "redevelopment or a change in character" or would "benefit from reinvestment and revitalization." As a complete neighborhood, this subarea is expected to provide easy access to housing, jobs and other amenities such as quality public spaces (CV-2-4;IV-28). Complete Neighborhoods should also provide recreation and other amenities within walking distance (1/4 to 1/2 mile) of residences. The Central Midtown subarea places particular emphasis on becoming a walkable mixed-use neighborhood.

The proposed plan for Powderhorn Park will improve pedestrian and ADA access with an internal pedestrian path; the park's proposed dog off-leash area will serve as an amenity for many housing developments in the area.

Currently, the Powderhorn Park users share parking with the residents and businesses in the subarea. As this area grows to attract more residents and business owners, the area will be well served by having dedicated parking for the Powderhorn Park, as is proposed in the site plan.

Complies with the use specific standards:

Use Standards, Division 6.1, an outdoor recreation use in the Park and Open Space zone requires a conditional use permit.

Minimizes adverse visual impacts:

The proposed dog-off leash area in Powderhorn Park will be screened by a six-foot high wood privacy fence on the off-leash area's southern border and a green, plastisol-coated four-foot-high chain link fence around the remainder of the off-leash area. This chain link fence will match the existing fencing around the park's softball field. The proposed surface of this off-leash area will be manicured turf, which will require mowing or watering.

Minimizes adverse environmental impacts:

Complies. The parking and ADA accessibility improvements are expected to have no environmental impacts on the park. The manicured turf in the dog off-leash area will contain all run-off on site, as is the case with existing natural turf in the park.

Minimizes adverse impacts from nuisances:

Complies. The proposed improvements to Powderhorn Park will be in compliance with several aspects of the LDRs, to include provisions for:

- a. Light: Park lighting shall be downward pointing and compliant with LDR lighting requirements.
- b. Visual Impact: The off-leash facility will be attractively designed and landscaped with surrounding trees and shrubs which will partially screen the enclosures from view.
- c. Noise: Noise impacts from the proposed off-leash dog park are expected to be no greater than exiting noise generated from traffic or other park and recreation activities. Please refer to the Dog Off-Leash Area Operations plan for a noise-impact study completed by PAWS. Noise will be reduced by foliage surrounding the enclosures. The facility will close at dusk when background noise levels are lower.
- d. Dog Waste: Pet owners will be required to collect their pets' waste and deposit it into a garbage receptacle. PAWS of Jackson Hole will hire a sanitation team to clean the park once a week, empty garbage receptacles, and replenish the supply of pick-up bags.

Minimizes adverse impacts on public facilities:

Complies. The off-leash area will not have public utili-

ties. The surface will be 75 percent permeable surface and will not significantly alter existing stormwater runoff.

Complies with all other relevant standards of these LDRs and all other Town Ordinances:

Complies. This project complies with the standards outlined in the Town of Jackson Land Development Regulations, Division 8.4.2 Conditional Use Permit; Division 4.2.1 Public/Semi-Public zone intents, use standards and allowed uses.

Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals:

Not applicable. There have been no prior permits or approvals issued for this project.

Table 2: Summary of Development Standards

1. Structure Location & Mass	TOJ-LDR Standard	Powderhorn Park Improvements	Complies?
LSR	N/A	N/A	Yes
Lot Coverage (max)	N/A	N/A	Yes
Street Setback (min)	N/A	N/A	Yes
Side Setback (min)	N/A	N/A	Yes
Rear Setback (min)	N/A	N/A	Yes
Height (max)	N/A	N/A	Yes
Stories (max)	N/A	N/A	Yes
Stories (LO) (max)	N/A	N/A	Yes
FAR (max)	N/A	N/A	Yes

2. Maximum Scale of Development	TOJ-LDR Standard	Powderhorn Park Improvements	Complies?
	N/A	N/A	Yes

3. Building Design	TOJ-LDR Standard	Powderhorn Park Improvements	Complies?
	Nonresidential Design Guidelines	Restroom Plans Conform	Yes

4. Site Development	TOJ-LDR Standard	Powderhorn Park Improvements	Complies?
	N/A	N/A	Yes

5. Landscaping	TOJ-LDR Standard	Powderhorn Park Improvements	Complies?
	N/A	N/A	Yes

6. Fencing	TOJ-LDR Standard	Powderhorn Park Improvements	Complies?
	N/A	4' Dog Area Fencing	Yes

7. Environmental Standards	TOJ-LDR Standard	Powderhorn Park Improvements	Complies?
Natural Resource Buffers (min)			
Cache Creek (south of Cache Creek Dr.)	20'	N/A	Yes
Flat Creek north of Hansen Ave.	25'	N/A	Yes
Flat Creek south of Hansen Ave.	50'	N/A	Yes
Wetland	30'	N/A	Yes
Irrigation Ditch Setback (min)	15'	N/A	Yes
Natural Resource Overlay (NRO)	N/A	Site Not Within NRO	Yes

8. Scenic Standards	TOJ-LDR Standard	Powderhorn Park Improvements	Complies?
Exterior Lighting		N/A- No Park Lighting	Yes

9. Natural Hazards to Avoid	TOJ-LDR Standard	Powderhorn Park Improvements	Complies?
Steep Slopes	<10% Slope		Yes
Unstable Soils	No Buildings in unstable soils	N/A	Yes
Fault Areas	Structures shall comply with the currently adopted Building Code for Seismic Zone 3	N/A	Yes
Floodplains	Chapter 15.30, Flood Damage Prevention, Municipal Code of the Town of Jackson	Not in Floodplain	Yes
Wildland Urban Interface	2021 International Fire Code and International Wildland-Urban Interface	N/A	Yes



10. Signs	TOJ-LDR Standard	Powderhorn Park Improvements	Complies?
	N/A	See Narrative	Yes
11. Grading, Erosion Control, Stormwater	TOJ-LDR Standard	Powderhorn Park Improvements	Complies?
Grading	5.7.2. Grading Standards	Grading Plan Will Comply	Yes
Erosion Control	5.7.3. Erosion Control Standards	Erosion Control Plan Will Comply	Yes
Stormwater Management	5.7.4. Stormwater Management Standards	SWPPP will Comply	Yes

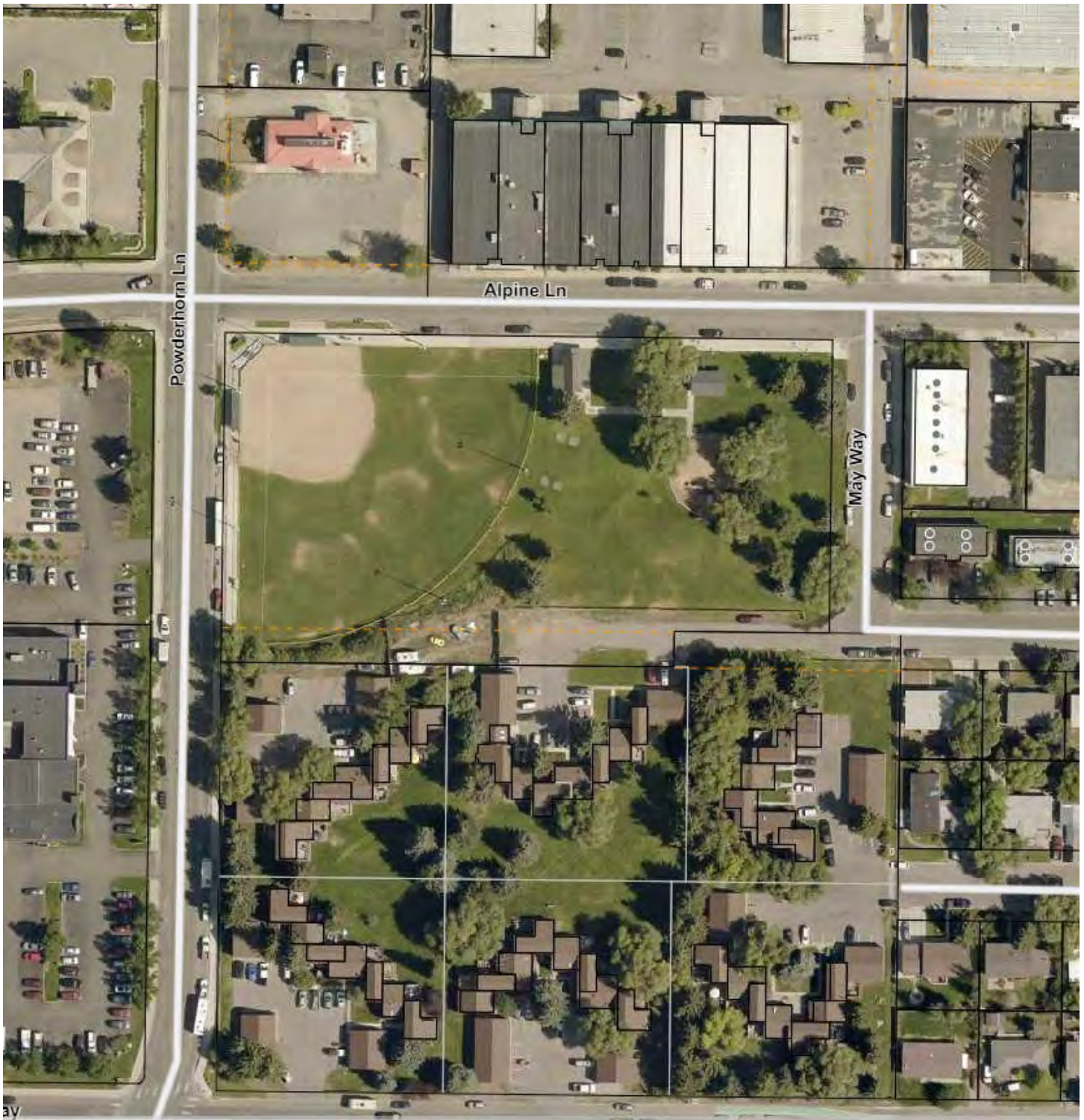


Figure 1: Powderhorn Park Existing Conditions (not to scale)



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 : Larry Pardee/ Roxanne Robinson

Being duly sworn, deposes and says that Town of Jackson is the owner in fee of the premises located at:
Name of property owner as listed on deed

Address of Premises: 200 Powderhorn LN

Legal Description: 22-41-16-32-4-00-018

Please attach additional sheet for additional addresses and legal descriptions

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

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

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

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

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

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

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.

Larry Pardee
Property Owner Signature

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

STATE OF Wyoming)
) SS.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Larry Pardee this 1st
day of April, 2022. WITNESS my hand and official seal.

Shellie M Arellano
Notary Public

My commission expires:



Survey Data 8/13/2012

Powderhorn Park

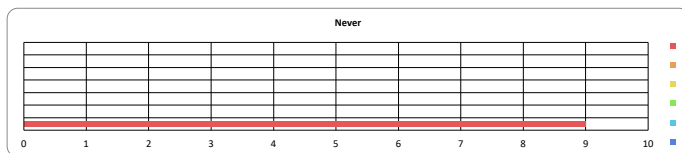
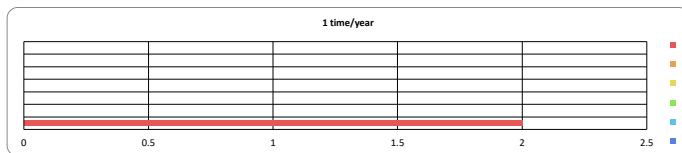
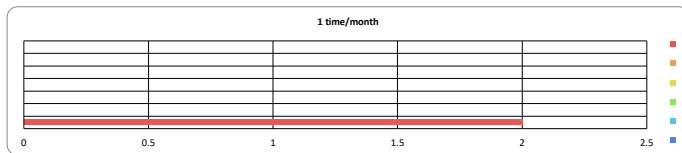
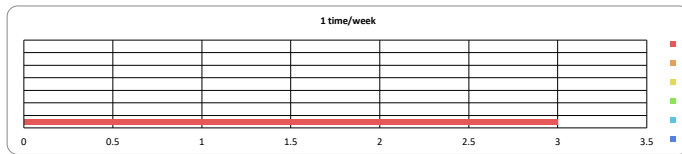
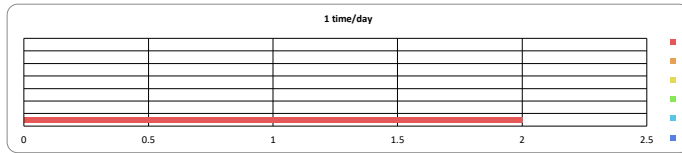
Question 1

How often would you use the proposed dog off-leash area proposed in the plan?

Frequency	Count	Percentage
1 time/day	2	10.53%
1 time/week	3	15.79%
1 time/month	2	10.53%
2 time/year	2	10.53%
Never	9	47.37%

Answered
Skipped

19
8

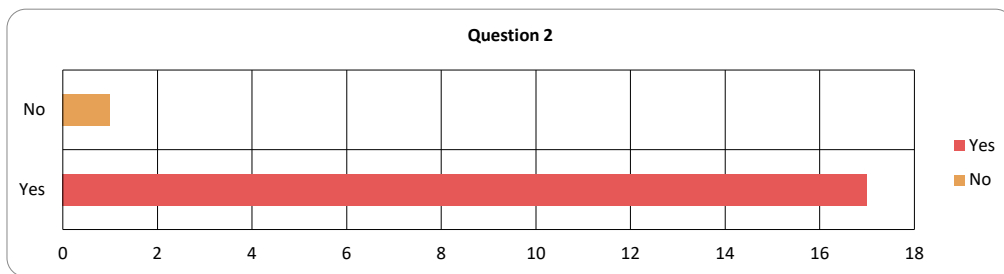


Powderhorn Park

Question 2

Do you feel the proposed plan adequately provides pedestrian access around the park and to various ammenities?

Choice	Responses	
Yes	17	94.44%
No	1	5.56%
Answered	18	
Skipped	9	

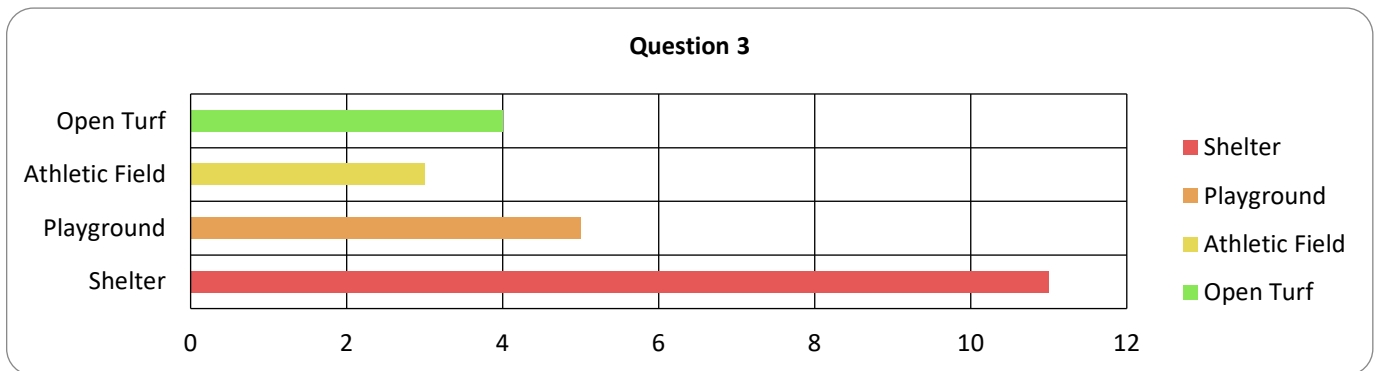


Powderhorn Park

Question 3

What amenities do you use at the park?

Choice	Responses	
Shelter	11	64.71%
Playground	5	29.41%
Athletic Field	3	17.65%
Open Turf	4	31.58%
None	5	29.41%
Answered	17	
Skipped	10	

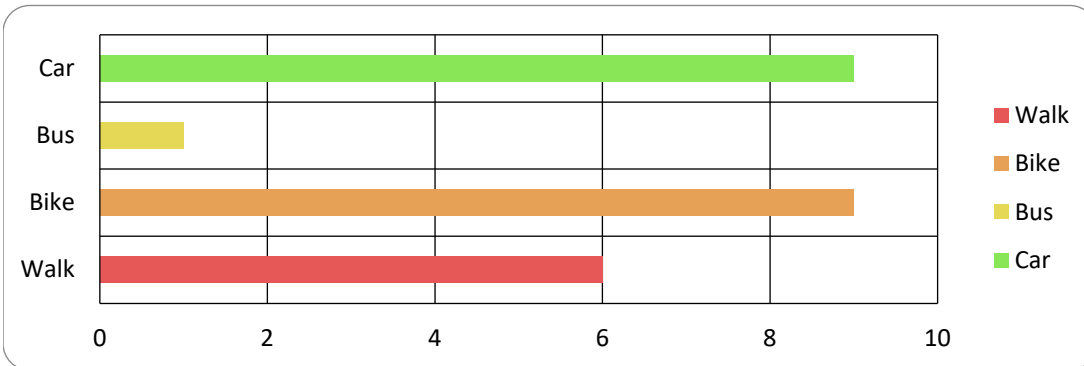


Powderhorn Park

Question 4

How do you travel to Powderhorn Park?

Choice	Responses
Walk	6
Bike	9
Bus	1
Car	9
Answered	18
Skipped	9





Powderhorn Park

Question 5: Any comments or feedback.

Response

Yes to dog park

Support dog park

From a noise standpoint this may be somewhat buffered

Looks like a good idea to add parking. Hope you can somehow reserve it's use for park users.

Prefer no dog park - or if one not one at May Park and Miller Park as well - not all three

I like the parking off the alley. The dog area seems large. But this is nearmost of Jarksen's apartments/condos. Light bathrooms to dark by season and extend if lighted games are taking place. These games could be what is called a beer league.

Love the concept of an off-leash area for dogs. It is a wonderful complement to the May dog parks Thank you!

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

ENCROACHMENT AGREEMENT

THIS AGREEMENT dated this 18TH day of DECEMBER, 2017, by and between Clusters Homeowners Association c/o Grand Teton Property Management, P.O. Box 2202, Jackson, WY 83001, hereinafter referred to as "Encroaching Party" and the Town of Jackson, a municipal corporation of the State of Wyoming, hereinafter referred to as "the Town," provides as follows:

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

Clusters Nos. 2, 4 and 6 Additions to the Town of Jackson,

NE1/4SE1/4, SECTION 32, T41N, R116W, Teton County, Wyoming;

WHEREAS, the Town is the owner of that certain public property known as Tracts YY and ZZ (Powderhorn Park) and dedicated roadway known as Smith Lane Extension, which public lands and public roadway adjoin the Encroaching Party's property;

WHEREAS, the Encroaching Party shall be using a portion of the above noted public property and dedicated roadway as set forth in Exhibit "A" hereto for the continued use of:

Access Road, On-Street Parking, Parking Island, Low Open-Rail Fencing and
Vehicle Storage Area with Security Fencing;

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public land and dedicated roadway 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 the sum of Ten Dollars (\$10.00) and other 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. CONVEYANCE AND QUITCLAIM:

Encroaching Party conveys and quitclaims to the Town all right, title, and interest now owned or hereafter acquired in and to the afore-referenced public land and dedicated roadway.

2. AGREEMENT TO ALLOW ENCROACHMENT:

The Town agrees that Encroaching Party shall have the right to have the access road, on-street parking, parking island, low open-rail fencing and vehicle storage area with security fencing extend beyond the boundary line of above noted parcels and to encroach and rest on the Town park property and dedicated roadway ("Encroaching Property").

GRANTOR: CLUSTERS HOA ET AL
GRANTEE: CLUSTERS HOA ET AL
Doc 0941882 Filed At 12:09 ON 01/03/18
Sherry L. Daigle Teton County Clerk fees: 39.00
By Mary D Antrobus Deputy

The Town and Encroaching Party mutually agree to the following Conditions:

- a) Town shall provide Clusters HOA with a two (2) year warning period when the Town decides to use the property for other purposes;
- b) Clusters HOA shall provide a detailed survey of the actual encroachment boundary that includes the thirty (30) feet wide extension of Smith Lane and portion of Powderhorn Park. The survey shall be approved by Town staff prior to execution and recording of the final Encroachment Agreement;
- c) Clusters HOA shall maintain a twenty (20) feet wide, clear and unobstructed pathway from the Smith Lane intersection to the end of the drive area for fire department/emergency access while the vehicle storage area is located within the roadway right-of-way;
- d) The vehicle storage area shall be used only by Clusters residents and the use shall not increase in area and/or intensity;
- e) Town shall have access to the right-of-way for construction, reconstruction, replacement, repair, operation, and maintenance purposes; and Clusters HOA shall hold the Town harmless for the cost of replacement or damage to any improvement or vegetation within the right-of-way;
- f) Town shall post a warning sign, "Dead End" or "No Outlet," at the northwest corner of Smith Lane and Smith Lane Extension to deter thru-traffic from entering and turning around in the Clusters;
- g) Clusters HOA shall relocate the Cluster 4 sign onto Clusters property out of the road right-of-way; and the HOA shall remove "Private Property/No Trespassing" sign on the public roadway;
- h) There shall be no parking and/or storage of recreational vehicles, trailers, boats, OHVs, etc. along the public roadway and Powderhorn Park. Any and all storage including but not limited to vehicles, RVs, boats, trailers and other buildings/structures shall be kept at more than ten (10) feet from any occupiable building;
- i) Clusters HOA shall not plant any additional trees and/or shrubs nor install any additional fencing and/or other physical improvements within the dedicated thirty (30) feet wide public right-of-way and Town-owned Powderhorn Park; and
- j) Clusters HOA shall be responsible for keeping the Encroachment Area in a neat and orderly manner at all times.

3. RIGHT TO MAINTAIN:

Encroaching Party shall have the right from time to time to go upon the adjoining Town park property and dedicated roadway 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 existing encroachment, absent written approval (including applicable regulatory approval) from the Town. Notwithstanding the foregoing, no provision in this Agreement shall limit or prohibit 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.

4. RELEASE OF CLAIMS:

Encroaching Party, and its successors or assigns 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 park property and dedicated roadway in their present configuration and alignment and any of the present utilities within the Town rights-of-way and which may arise due to the proximity of the Encroaching Property to the work activity being conducted by the Town.

5. 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 attorneys 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. 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.

6. 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.

7. TERM OF AGREEMENT:

This instrument and all the covenants contained herein shall remain in force and effect until such time as the Encroaching Party or Town removes the encroaching improvements. Removal of encroaching improvements shall be based on legitimate municipal interests, including but not limited to the Town's need to use additional park property and/or roadway. Notice of removal shall state the timeframe within which the improvements shall be removed, and said timeframe shall not be less than two months. Upon extension, removal, or destruction of the encroaching improvements, all rights of Encroaching Party, its successors, and assigns, hereunder to the encroachment, shall cease.

8. 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.

9. 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.

10. MODIFICATION IN WRITING:

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

11. BINDING EFFECT:

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

12. 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.

13. GOVERNING LAW AND FORUM:

This Agreement shall be governed by the laws of the State of Wyoming. This Agreement shall be construed in accordance with the laws of the State of Wyoming. The parties agree that the Courts of the State of Wyoming and the Federal Courts of the United States located in the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Agreement or its subject matter. The parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek a change of jurisdiction or venue.

14. COUNTERPARTS:

This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement effective the date of last signature affixed below.

ENCROACHING PARTY

By: _____

Name: _____

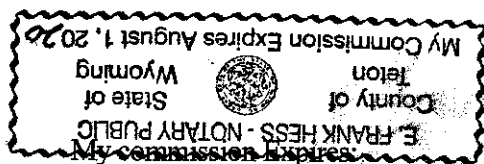
STATE OF WYOMING)

)ss.

COUNTY OF TETON)

The foregoing instrument was acknowledged before me by
PHILIP GYL as this 1st day of
DECEMBER 2017. Clusters HOA President *PH*

Witness my hand and official seal.



Notary Public

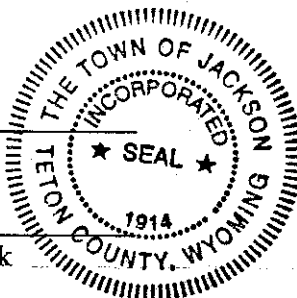
TOWN OF JACKSON,
a municipal corporation
of the State of Wyoming

By: _____

Pete Muldoon, Mayor

Attest: _____

Sandra P. Birdyshaw, Town Clerk



APPROVED AS TO FORM:

By: _____

Audrey Cohen-Davis, Town Attorney

APPROVED AS TO CONTENT:

By: _____

Brian Lenz, Town Engineer

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

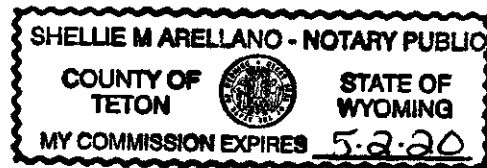
The foregoing instrument was acknowledged before me by Pete Muldoon as Mayor of the Town of Jackson this 18th day of December, 2017.

Witness my hand and official seal.


Notary Public

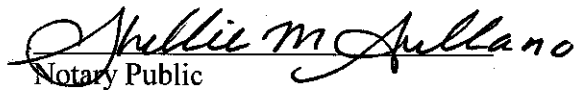
My commission Expires: 5.2.20

STATE OF WYOMING)
)ss.
COUNTY OF TETON)



The foregoing instrument was acknowledged before me by Sandra P. Birdyshaw as Town Clerk of the Town of Jackson this 18th day of December, 2017.

Witness my hand and official seal.


Notary Public

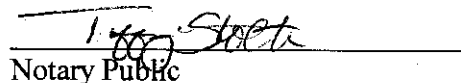
My commission Expires: 5.2.20

STATE OF WYOMING)
)ss.
COUNTY OF TETON)



The foregoing instrument was acknowledged before me by Audrey Cohen-Davis as Town Attorney of the Town of Jackson this 14 day of December, 2017.

Witness my hand and official seal.


Notary Public

My commission Expires: 4/8/20



STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Brian Lenz as Town Engineer of the Town of Jackson this 16 day of December, 2017.

Witness my hand and official seal.

Tiffany Stolte
Notary Public

My commission Expires:



ENCROACHMENT AGREEMENT

Clusters Nos. 2, 4 and 6 Additions to the Town of Jackson

EXHIBIT A

(2 Pages)

**Legal Description
Of
Encroachment Area**

An area of land being a portion of the NE1/4SE1/4 Section 32, T. 41 N., R.116 W., 6th P.M., Teton County, Wyoming, being more particularly described as follows:

BEGINNING at the northeast corner of the Amended Cluster Two Addition to the Town of Jackson as shown on Plat No. 210 as recorded in the Office of the Clerk of Teton County, Wyoming as marked by a T-Stake survey monument;

THENCE N 89°24'13" W, 190.00 feet, along the north line of said Cluster Two Addition to a point common to said Cluster Two Addition and the Cluster Four Addition to the Town of Jackson as shown on Plat No. 300 as recorded in said Office;

THENCE N 89°24'13" W, 190.14 feet, along the north line of said Cluster Four Addition to a point common to said Cluster Four Addition and the Cluster Six Addition to the Town of Jackson as shown on Plat No. 302 as recorded in said Office and marked by a T-Stake survey monument;

THENCE N 89°04'46" W, 47.11 feet, along the north line of said Cluster Six Addition to a point on a stockade fence line;

THENCE N 04°12'33" W, 38.21 feet, departing said north line and along said fence line to a point at the intersection of said fence line and a chain-link fence line;

THENCE N 82°11'08" E, 9.32 feet, along said chain-link fence to a point;

THENCE N 87°01'01" E, 90.43 feet, continuing along said chain-link fence to a point where said chain-link fence ends and a rail fence begins;

THENCE N 80°41'00" E, 10.22 feet, along said rail fence to a point;

THENCE S 89°30'06" E, 240.01 feet, continuing along said rail fence to a point;

THENCE S 14°16'49" E, 7.52 feet, continuing along said rail fence to its endpoint;

THENCE S 00°28'22" E, 28.72 feet, departing said fence and crossing an asphalt driveway to a point at the beginning of a rail fence;

THENCE S 57°03'26" E, 7.85 feet, along said rail fence to a point;

THENCE S 89°11'34" E, 71.75 feet, along said rail fence to its endpoint;

THENCE S 00°07'17" W, 7.08 feet to **THE POINT OF BEGINNING**.

Said parcel encompasses 16631.0 square feet more or less.

The basis of bearings is S 89°24'13" E along the north line of Cluster Two and Cluster Four Addition to the Town of Jackson as measured between found survey monuments.

All in accordance with that exhibit entitled "Clusters HOA/Town of Jackson-Encroachment Exhibit."

Y2 Consultants, LLC

8 December 2017

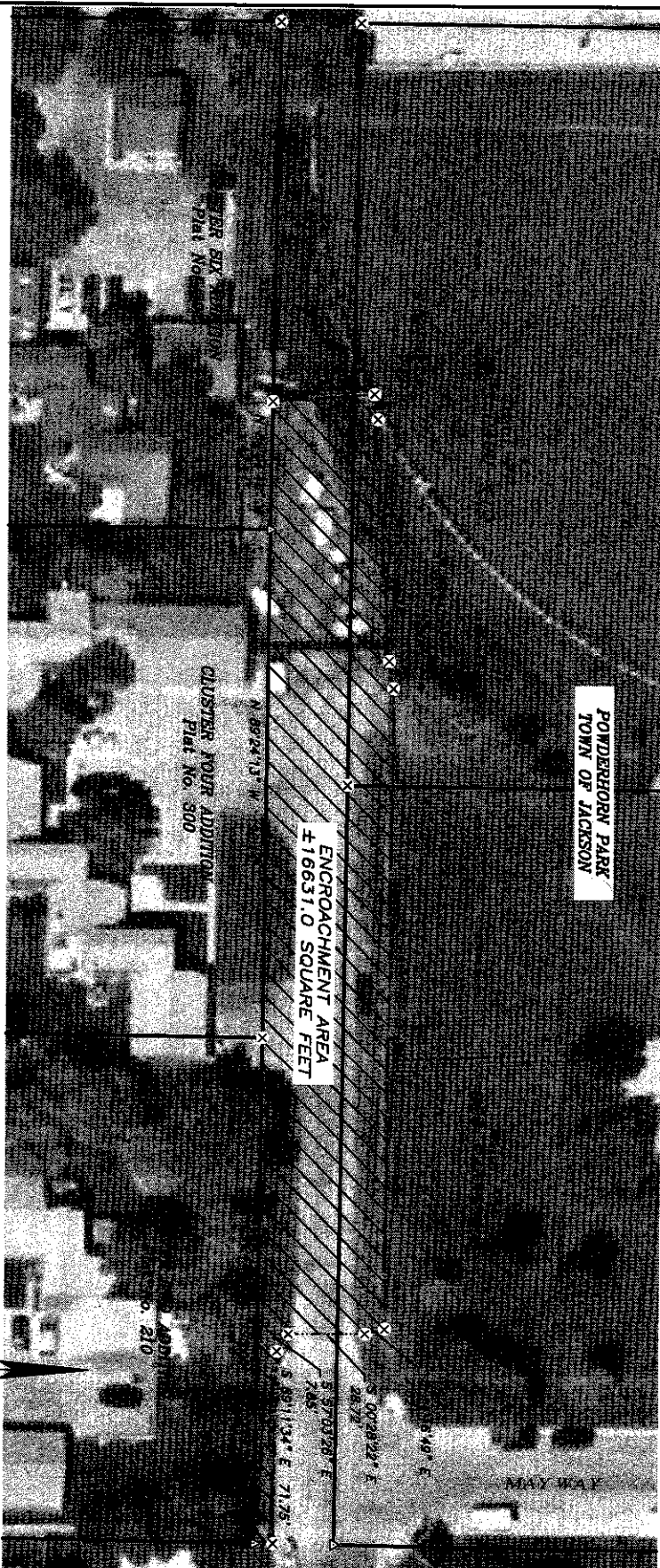
Y2 Project #17233

1 | Page

EXHIBIT A #1 of 2

17233_171207_LEGAL.doc

- LEGEND**
- Record Boundary Line
 - Fence Line
 - Encroachment Area
 - Indicates a T-Stake survey monument found this survey
 - Indicates a calculated point, nothing found or set this survey

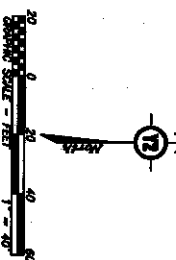


NOTES:

Topographic features represented on this map show conditions determined by a field survey made in April of 2015 and may not reflect changes made subsequent to that date.

Aerial image is from the Teton County GIS and is intended for reference only.

The Basis of Bearings is S 89°24'13" E along the north line of Cluster Two and Cluster Four Addition to the Town of Jackson as measured between found survey monuments.



Clusters HOA/Town of Jackson
 Being a portion of
 NE1/4SE1/4 Section 32
 T. 41 N., R. 116 W., 6th P.M.,
 Teton County, Wyoming

Encroachment Exhibit A #2

Project Number - 17233
 Project Path - F:\2017\17233\Survey\ACAD\17233_171207_BASE.dwg
 Drawn By - MMF
 Reviewed By - PWG
 Drawing Date - December 7, 2017
 Revision Date -

Y2 Consultants
 216 East Simpson
 P.O. Box 2874
 Jackson, WY 83001
 Ph: 307-733-2989



SOUND IMPACT STUDY FOR DOG PARKS IN JACKSON

How adding dogs would affect the perceived sound intensity for the nearest neighbors

UNDERSTANDING SOUND MEASUREMENT

GETTING FROM DECIBELS TO SOUND POWER

Decibels (dB) are a measure of sound pressure, which is how humans perceive the aural world via the eardrum. Decibels measured at the source can give us a useful starting point for 'loudness,' but because sound loses power as it passes through the atmosphere, it can't tell us much about real world experience of loudness.

Additionally, because of the bell curve of human perception, sound volume is not perceived linearly, but rather as a Log. This means that an increase of six Decibels is equal to a doubling of sound intensity.

To understand perceived volume (or Sound Power Level, SPL or L_p) we need to know the distance from the source, and the source's relationship to reflective surfaces like the ground or walls. We can calculate this using the following equation:

$$L_p = L_w - |10 * \log(\frac{Q}{4\pi * r^2})|$$

L_p = Sound Power Level

L_w = Sound Wattage Level

Q (reflective surface)

Q = 1 = none

Q = 2 = next to ground

Q = 3 = next to ground and wall

Q = 4 = in the corner of ground and two walls

r = distance to the source

ACCEPTED LOUDNESS OF COMMON SOURCES

15 dB	Whisper
45 dB	Library
50 dB	Passenger Car at City speeds @ 25'
60 dB	Normal Conversation
70 dB	Vacuum Cleaner
76 dB	Passenger car at 65 mph @ 25'
80 dB	Toilet Flushing
90 dB	Noisy Restaurant
110 dB	Baby Crying

METHODOLOGY

WE CALCULATED THE PERCEIVED SOUND INTENSITY OF ADDING DOGS FOR THE NEAREST NEIGHBORS

The perceived intensity of sound diminishes over distance, and is influenced by reflective surfaces like walls or the ground. To understand the impact of dogs on near neighbors, we calculated the intensity of a dog bark by the average distance (r) from the center of each park to the neighbors on the edge or across the street.

Average distances (r) from nearest neighbors to the center of the park in meters.

Emily's Pond	232.0 m	Sound measurements were taken between May 5 and May 27 , 2021	Standardized dog bark decibel reading at source was 95 dB .
May Park	205.5 m		
Mike Yokel	128.2 m		
Miller Park	136.5 m		
Phil Baux	110.0 m		
Powderhorn Park	126.3 m	Max Temp: 72 deg.	
		Min Temp: 41 deg.	
		Avg. Temp: 55.4 deg.	

References

<https://www.linkedin.com/pulse/acoustics-spl-vs-swl-sound-pressure-level-power-chris-jones/>

<https://extension.purdue.edu/extmedia/VA/VA-18-W.pdf>

<https://pulsarinstruments.com/en/post/understanding-decibels-decibel-scale-and-noise-measurement-units>

ANECDOTAL OBSERVATIONS

90 dB	Cheering at softball practice
89 dB	Girl squealing on playground
89 dB	Group singing Happy Birthday
88 dB	Dad yelling to kid
87 dB	Pickleball game
82 dB	Pickup truck with trailer
82 dB	Batter hit ball
81 dB	Man playing horseshoes
80 dB	Semi truck
79 dB	Sports car revving

INTERPRETATION OF FINDINGS

WE CALCULATED THE PERCEIVED SOUND INTENSITY OF ADDING DOGS FOR THE NEAREST NEIGHBORS

In four of the six parks (Emily's Pond, Mike Yokel, Phil Baux, Powderhorn) we found dog barks to contribute an imperceptible difference or none at all to the perceived volume of the park. While two of the parks (May Park, Miller Park) could have a larger sound impact to neighbors with the addition of dogs. Road and other ambient noise easily dwarfs the noise of the park.

Moreover, these findings represent the impact of sound to the nearest neighbors. As sound diminishes over distance, neighbors who are further away, or are separated by vegetation, fences, and buildings, will perceive an even lower sound impact from the park.

CHILDREN PLAYING
100 Db - 120 Db

DOG BARK
85 Db - 110 Db

CONCLUSION

DOGS WERE FOUND TO HAVE NO AFFECT ON CURRENT PARK SOUNDSCAPES AT FOUR OF SIX PARKS, ESPECIALLY THOSE WITH PLAYGROUNDS.

AT THE OTHER TWO PARKS, PERCEIVED DOG LOUDNESS WAS EQUIVALENT TO CURRENT LOUDNESS ATTRIBUTED TO TRAFFIC.

average distance to nearest neighbor
Radius = Average (Park Length + Park Width) / 2

CALCULATED PERCEIVED SOUND POWER LEVEL (L_p)

PASSENGER CAR AT 25 FT. IS
50 Decibels

PARK	* L_p represented in Decibels			INTERPRETATION
	CALCULATED PERCEIVED BARK L_p	CALCULATED PERCEIVED PARK L_p	DIFFERENCE IN PERCEIVED L_p	
Emily's Pond	45.73	48.53	-2.8	no louder
May Park	46.78	38.38	8.4	*currently does not have playground
Mike Yokel	50.88	60.08	-9.2	no louder
Miller Park	50.34	43.04	7.3	
Phil Baux	52.21	52.71	-.05	no louder
Powderhorn Park	51.01	49.41	1.6	statistically equivalent

▲ Equivalent to a passenger car at 25 ft.

DOGS MAKE NO MORE NOISE THAN CURRENTLY EXISTS

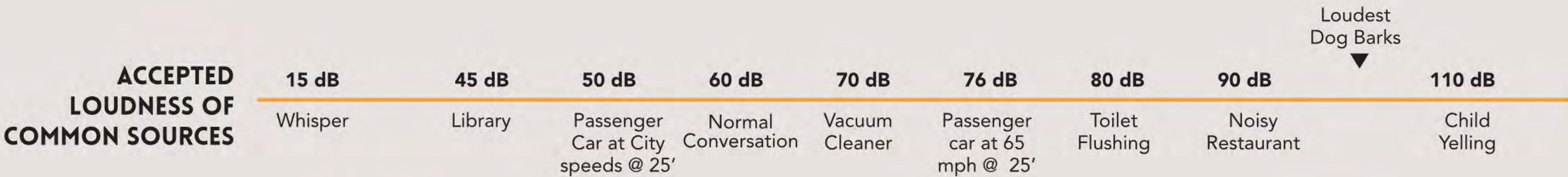
At every park with a playground, kids playing clocked louder volumes in more sensitive frequencies.



CONCLUSION

DOGS WERE FOUND TO HAVE NO AFFECT ON CURRENT PARK SOUNDSCAPES AT FOUR OF SIX PARKS, ESPECIALLY THOSE WITH PLAYGROUNDS.

AT THE OTHER TWO PARKS, PERCEIVED DOG LOUDNESS WAS EQUIVALENT TO CURRENT LOUDNESS ATTRIBUTED TO TRAFFIC.



FALSE

DOG PARKS WILL MAKE THE PARK WAY BUSIER AND LOUDER

In March, 2021, over 500 observations were recorded at the temporary, and ONLY, dog park in Jackson. The average number of dogs was 3, with a median of 4, matching that of people. The average number of cars was 3.

Moreover, at all parks with playgrounds, the addition of dogs to the soundscape would be equivalent or less than the current perceived loudness to neighbors.

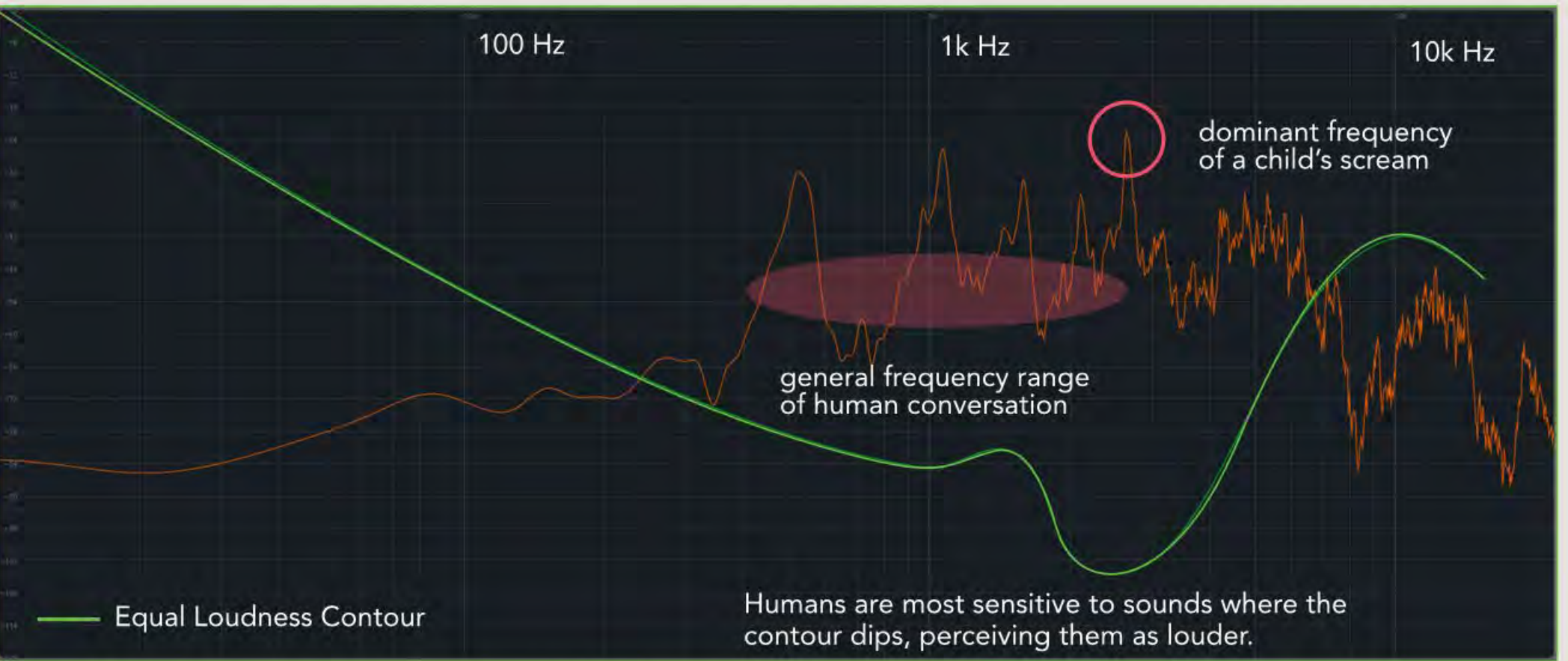
For the one park without a playground, May, the data is a poor indicator of dog's impact on sound. May Park is planning the addition of a playground.

	DOGS	HUMANS	CARS
AVERAGE	3	3	3
MEDIAN	4	4	3

FALSE

DOGS HAVE PIERCING BARKS AND STAND OUT FROM THE CURRENT SOUNDSCAPE

Kids screaming is louder (120 Db) than dog barks (97 Db). Human perception is even more sensitive to the frequency of a human child than a bark, making children's screams and laughter perceived as even louder. The lower frequencies of barks in larger breeds of dog fall in a spectrum of lower human aural sensitivity.



Adapted from: <https://medium.com/@nicolezim/why-are-crying-babies-so-damn-annoying-9f6d917d8764>

TRUE

PLAYGROUNDS ARE THE BIGGEST CONTRIBUTOR TO PARK LOUDNESS.

The quietest park that we observed, May park, currently does not have a playground. However, the addition of a playground is currently in the master plan. We expect the soundscape at May Park to increase in loudness to match the other parks when the playground is opened.

TRUE

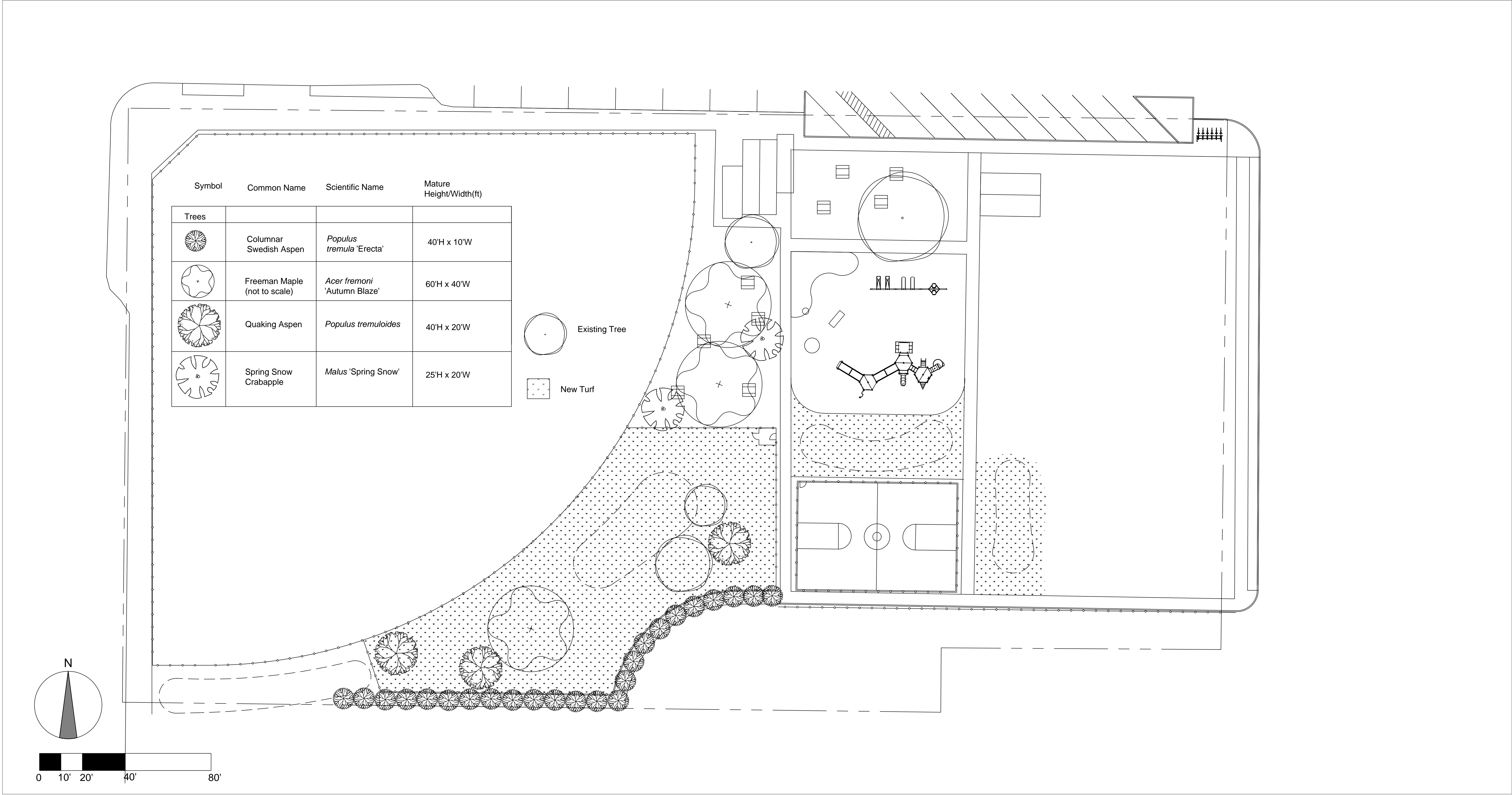
DOG PARKS STEER COMMUNITY BEHAVIOR

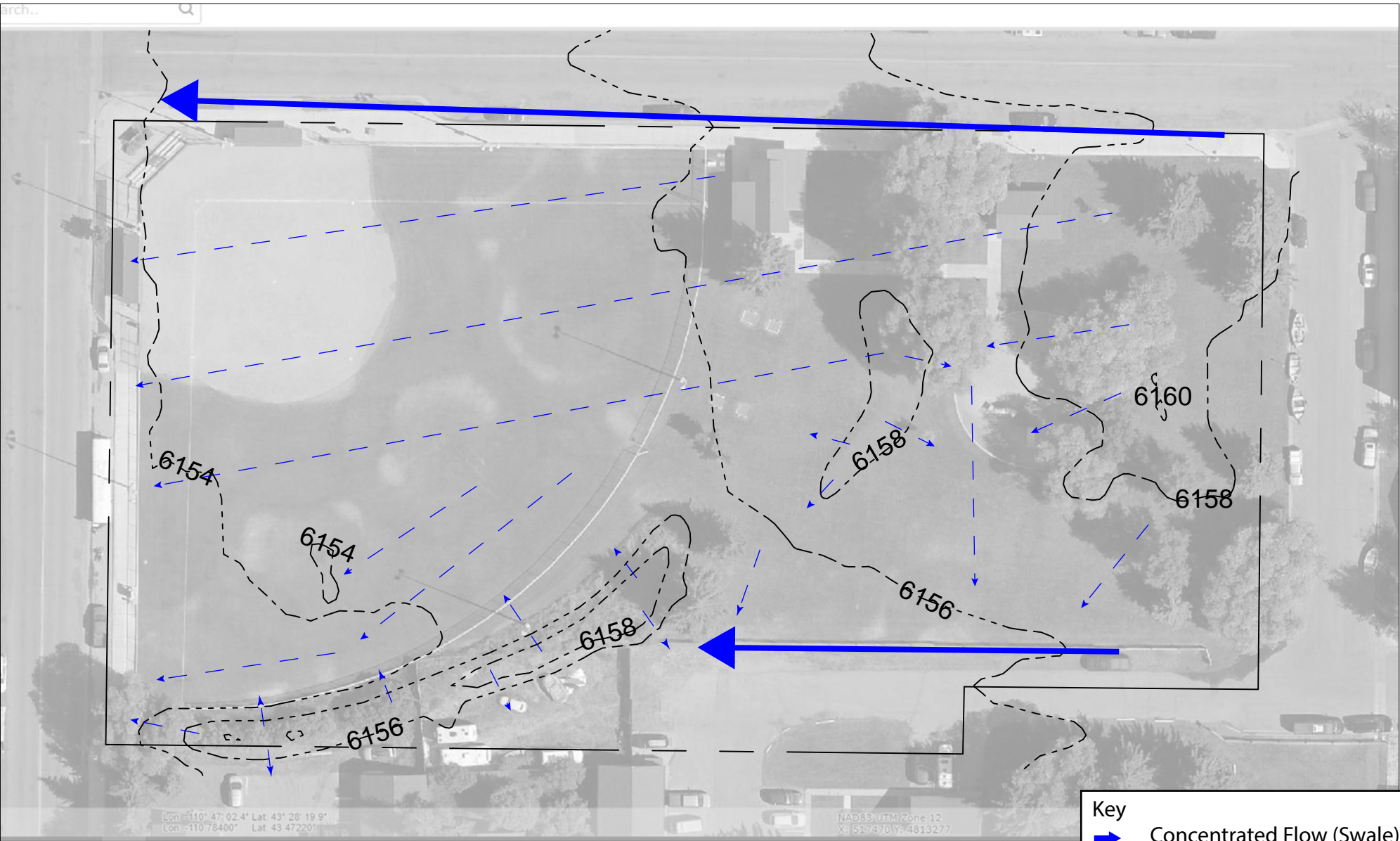
When a community can see and interact with each other, social norms, taboos, and behaviors more readily take hold within the community.

With clear messaging and a strong culture around responsible behavior for owners (picking up poop, managing interactions with other dogs, keeping dogs under control) the dog park can improve the culture of dog owners beyond the dog park. Our trails and public spaces can become more harmonious spaces for mixed use and project a high standard for dog owners beyond the confines of the dog park.



Project Title: Powderhorn Park Improvements	Address: Powderhorn Ln, Jackson, WY 83001	Date: 08/11/2022	Scale: 1"=20'	Sheet #: 1 of 3	For Information Only Not For Construction		
Drawing Title: Layout Concept		Drawn By: RR	Version: 2				





Existing Drainage



Proposed Drainage

03060120

N

03060120

N

Project:
Powderhorn Park Improvements

Drawing Title:
Powderhorn Park Drainage Plan

Address:
Powderhorn Ln
Jackson, WY
83001

Date:
8/11/2022

Drawn By:
RR

Scale:
1"=60'

Sheet #:
3 of 3

Version:
2

For Information Only
Not For Construction

Leton County • Jackson

PARKS & RECREATION

Join In The Fun!