



March 3, 2022

Chris Neubecker, Director, Teton County Planning and Building Services  
Board of County Commissioners  
Keith Gingery, Deputy County Attorney

*Re: Reason we are submitting a pre-application request for Development Plan of SKC2020-0001*

Dear Mr. Neubecker, Commissioners and Mr. Gingery,

Our preferred Plan A is that the Jackson Hole Hereford Ranch's private property next to High School Road will be rezoned for desperately needed workforce housing. Our Plan A is one that we have backed for years and even have gone so far as to offer to give those northernmost 45 acres for free to the Trust for Public Land for deed restricted homes and public parks. A donation of 45 acres for hundreds of affordable homes is unprecedented. We are participating positively in your Neighborhood Plan for Northern South Park, and we hope it can lead to meaningful solutions for housing local workers in our community as soon as possible.

This request for a pre-application conference is simply a submission that your planning staff said must occur prior to submittal of a Development Plan application. Therefore, this pre-application conference request is the required next step for our Plan B. Our Plan B is a back-up contingency plan to submit a Development Plan on the existing 26 acres of Suburban land before the expiration of our approved Sketch Plan (SKC2020-0001). The practical fact is that the time-clock for the expiration of our approved Sketch Plan (SKC2020-0001) has led to this submission today. This submittal anticipates 60-days advance scheduling for the required pre-application conference. During those 60-days, we hope the neighborhood plan can achieve a vision that includes the free 45 acres and will reach a conclusion that enables a community solution for workforce housing.

We are hanging in there for Plan A. It is just that your Northern South Park neighborhood planning process timeline is off by seven (7) months already and it appears that your timeline for adoption of the neighborhood plan is many more months away. You approved our suburban Sketch Plan (SKC2020-0001) back in March 2021. We offered and you adopted a condition that stated we would not submit the Development Plan until January 1, 2022. Per your own process, we have to preserve our Plan B knowing that by the time you process this request for the pre-application conference, it will be a year and two months after the approval of SKC2020-0001.

We look forward to putting Plan A in motion by submitting several applications in the weeks to come intended to facilitate implementation of Plan A, and are only following the required process on Plan B.

Respectfully,

Nikki Gill

A handwritten signature in black ink, appearing to read "Nikki Gill". The signature is fluid and cursive, with the first name "Nikki" being more prominent than the last name "Gill".



**PRE-APPLICATION CONFERENCE REQUEST (PAP)**

**Planning & Building Services Department  
Planning Division**

200 S. Willow St. | ph: (307) 733-3959  
P.O. Box 1727 | [www.tetoncountywy.gov](http://www.tetoncountywy.gov)  
Jackson, WY 83001 | [permits@tetoncountywy.gov](mailto:permits@tetoncountywy.gov)

**For Office Use Only**

Fees Paid \_\_\_\_\_

Check # \_\_\_\_\_

Credit Card \_\_\_\_\_

Cash \_\_\_\_\_

Application # \_\_\_\_\_

**APPLICABILITY** This application should be used when applying for a **Pre-application Conference**. The purpose of the pre-application conference is to identify the standards and procedures of these LDRs that would apply to a potential application prior to preparation of the final proposal and to identify the submittal requirements for the application. Check all that apply; see Section 8.1.2 of the LDRs for a description of review process types.

Your pre-application conference will be scheduled and held within 60 days of submittal of this request.

A pre-application conference is **REQUIRED** for the following applications:

\_\_\_\_\_ Sketch Plan  
\_\_\_\_\_ Development Plan  
\_\_\_\_\_ Development Option Plan  
\_\_\_\_\_ Conditional Use Permit  
\_\_\_\_\_ Special Use Permit  
\_\_\_\_\_ Zoning Map Amendment  
\_\_\_\_\_ Planned Unit Development  
\_\_\_\_\_ Plan-level Grading Permit  
\_\_\_\_\_ Environmental Analysis

A pre-application conference is **OPTIONAL** for the following applications:

\_\_\_\_\_ EA Update  
\_\_\_\_\_ Basic Use Permit  
\_\_\_\_\_ Subdivision Permit  
\_\_\_\_\_ Physical Development Permit (includes statement level grading)  
\_\_\_\_\_ Interpretations of the LDRs  
\_\_\_\_\_ Amendments to the LDRs  
\_\_\_\_\_ Relief from the LDRs  
\_\_\_\_\_ Other (Please state):  
\_\_\_\_\_  
\_\_\_\_\_

**When not required, the applicant may request a pre-application conference for other types of applications.**

This pre-application conference is: \_\_\_\_\_ Required \_\_\_\_\_ Optional

**For plan-level grading pre-application conferences that require additional input due to complexity, please indicate if you would like a representative from Building or Fire to attend:**

\_\_\_\_\_ Building Official

\_\_\_\_\_ Fire Marshal

**Is a separate Pre-application Conference required for an Environmental Analysis (EA)?**

Yes. When a project requires a pre-application conference for an EA and a pre-application conference for a physical development, use, or development option, two separate pre-application conferences are required.

\*Please contact staff to discuss if combining multiple requests into one conference may be appropriate.

**PROJECT**

Name/Description: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Lot, Subdivision: \_\_\_\_\_ PIDN: \_\_\_\_\_

**OWNER**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ ZIP: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**APPLICANT/AGENT**

Name, Agency: \_\_\_\_\_ Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ ZIP: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**DESIGNATED PRIMARY CONTACT**

\_\_\_\_\_ Owner \_\_\_\_\_ Applicant/Agent (Letter of Authorization required)

**ENVIRONMENTAL PROFESSIONAL** For EA pre-application conferences, a qualified environmental consultant is required to attend the pre-application conference. Please see Subsection 8.2.2.C, Professional Preparation, of the Land Development Regulations, for more information on this requirement.

**For an EA associated with a Sketch Plan, Development Plan, Conditional Use Permit, Special Use Permit or Planned Unit Development,** an environmental consultant will be assigned to the project through the county-hired consultant process after this request is submitted. Prior to scheduling the pre-application conference, a planner will contact you with the name of the next consultant on the rotation and to discuss any potential conflicts of interest. The assigned consultant will attend the pre-application conference.

**For an EA associated with a Building Permit, Grading Permit, Floodplain Permit, Basic Use Permit or Development Option Plan,** please provide contact information for the Environmental Consultant if different from Agent.

Name, Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ ZIP: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**SUBMITTAL REQUIREMENTS** Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications.

\_\_\_\_\_ **Application Fee** See the currently adopted Planning Fee Schedule on the website for more information.

\_\_\_\_\_ **Notarized Letter of Authorization** A notarized letter of consent from the landowner is required if the applicant is not the owner. Please see the Letter of Authorization template on the website for a sample.

\_\_\_\_\_ **Electronic Submittal** A complete digital file of the application with attachments/plans. Can be sent to [permits@tetoncountyny.gov](mailto:permits@tetoncountyny.gov) prior to hard copy submittal.

\_\_\_\_\_ **Hard Copy Submittal** A complete printed file of the application with attachments/plans (not to exceed 11'x17')

\_\_\_\_\_ **Corporations and Partnerships** If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation.

\_\_\_\_\_ **Narrative Project Description** Please attach a short narrative description of the project that addresses:

- \_\_\_\_\_ Existing property conditions (buildings, uses, natural resources, etc)
- \_\_\_\_\_ Character and magnitude of proposed physical development or use
- \_\_\_\_\_ Intended development options or subdivision proposal (if applicable)
- \_\_\_\_\_ Proposed amendments to the LDRs (if applicable)

\_\_\_\_\_ **Conceptual Site Plan** For pre-application conferences for physical development, use or development option permits, a conceptual site plan is required. For pre-application conferences for interpretations of the LDRs, amendments to the LDRs, or relief from the LDRs, a site plan may or may not be necessary. Contact the Planning Department for assistance. If required, please attach a conceptual site plan that depicts:

- ☒ Property boundaries
- ☒ Existing and proposed physical development and the location of any uses not requiring physical development
- ☒ Proposed parcel or lot lines (if applicable)
- ☒ Locations of any natural resources identified in Sections 5.1.1 and 5.2.1.G, access, utilities, etc that may be discussed during the pre-application conference

☐ **Grading Information (REQUIRED ONLY FOR GRADING PRE-APPS).** Please include a site survey with topography at 2-foot contour intervals and indicate any areas with slopes greater than 30%, as well as proposed finished grade. If any areas of steep slopes are man-made, please identify these areas on the site plan.

☐ **Other Pertinent Information** Attach any additional information that may help Staff in preparing for the pre-app or identifying possible key issues.

\*Your Pre-Application Conference will be based on documents submitted with this application. If significant changes are made before the meeting, please update staff.

Under penalty of perjury, I hereby certify that I have read this application and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of 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 Applicant/Owner or Authorized Agent

Susan Johnson, SJ Planning Solutions

Name Printed

3/3/2022

Date

Agent

Title/Role



Teton County Planning and Development  
200 S. Willow, P.O. Box 1727  
Jackson, WY 83001  
Phone (307)733-7030 Fax (307) 739-9208



**LETTER OF AUTHORIZATION BY OWNER**

THE LETTER OF AUTHORIZATION IS TO BE SUBMITTED ONLY IF THE APPLICANT/AGENT IS NOT THE RECORDED OWNER OF THE PROPERTY. THE RECORDED OWNER MUST SIGN THE LETTER OF AUTHORIZATION AND HAVE IT NOTARIZED.

**OWNER, CO-OWNER, OR CORPORATE OWNER:**

Name: JHHR Holdings I LLC

Physical Address of Property: 1500 So Park Loop Rd; Revised Hereford Ranch Tract I; Revised Hereford Ranch Tract 10

Mailing Address: 2505 Shootin Iron Ranch Road, Jackson, WY

Zip code: 83001

Phone: \_\_\_\_\_

Email: robert@jhherefordranch.com

**AGENT OR CONTRACTOR:** (If authorizing Agent and Contractor, fill out a form for each)

Name: SJ Planning Solutions

Mailing Address: PO Box 523, Jackson, WY

Zip code: 83001

Phone: 307-413-2694

Email: susan@SJplanningsolutions.com

Owner, Co-Owner, or Corporate Owner, ("Owner") which property is specifically described as 1500 So. Park Loop Rd; LOT 6 SEC. 6, TWP. 40, RNG. 116; LOT 7 & PT. SE1/4SW1/4 SEC. 6, TWP. 40, RNG. 116

hereby authorizes Agent or Contractor, as stated above, to represent and/or act for Owner in making application for, receiving, and accepting on Owner's behalf, any permits or other action by the Teton County Commissioners, Planning and Development, Building, and/or Engineering Departments relating to Owner's Property in Teton County, and the modification, development, planning, platting, replatting, improvements, use or occupancy of land, or energy mitigation in Teton County. Owner acknowledges and agrees to be bound and must abide by the written terms or conditions of issuance of any such named Agent or Contractor, whether actually delivered to Owner or not. Owner agrees that no modification, development, planning, platting or replatting, improvements, use or occupancy of land, or energy mitigation involved in any application, as it relates to Owner's Property, shall take place until approved by the appropriate official(s) of Teton County, in accordance with all applicable codes and regulations. Owner agrees to pay any fines and/or mitigation fees to Teton County and will be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes, and/or regulations applicable to the action sought to be permitted by the application authorized herein. Owner agrees and authorizes Agent or Contractor to pay any fines and/or mitigation fees to Teton County and for the Agent or Contractor to accept and receive any reimbursement or fee payments due to Owner from Teton County, including but not limited to energy mitigation fees.

Under penalty of perjury, the undersigned swears that the foregoing is true and correct, and if signing on behalf of co-owners, multiple owners, corporation, partnership, limited liability company, or other entity, the undersigned hereby swears that this authorization is given, to the full extent required, with the necessary and appropriate approval, which authorizes the undersigned to act on behalf of such entity and/or owners.

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**OWNER, CO-OWNER, CORPORATE OWNER:**

Print Name: ROBERT L GILL

Signature: [Handwritten Signature]

Title: OWNER

STATE OF Wyoming

SS.

COUNTY OF Teton

Subscribed and sworn to before me by Gill Robert L this  
14<sup>th</sup> day of January, 2020.

WITNESS my hand and official seal.

[Handwritten Signature]  
Notary Public

My commission expires: 11/18/2023





**OPERATING AGREEMENT  
OF  
JHHR HOLDINGS I LLC,  
a Wyoming limited liability company**

The undersigned members of JHHR Holdings I LLC, a Wyoming limited liability company (the “**Company**”), organized pursuant to the Act (defined below) hereby agree that this is the Operating Agreement (the “**Agreement**”) of the Company within the meaning of the Act effective as of 12:01 A.M. Wyoming time on December 23, 2019 (the “**Effective Date**”).

**RECITALS**

A. On December 20, 2019, the Company was organized as a Wyoming limited liability company under the name of “JHHR Holdings I LLC” by filing Articles of Organization with the Wyoming Secretary of State.

B. The Members of the Company desire to enter into this Agreement on the terms and conditions provided below.

**ARTICLE I.  
DEFINITIONS**

For purposes of this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

1.1 “**Act**”: collectively, the Wyoming Limited Liability Company Act at W.S. 17-29-101 *et seq.*, as amended.

1.2 “**Additional Member**”: any Member other than the initial Members who has acquired a Membership Interest in the Company by another Member volitionally transferring such membership interest to the new Member, to the extent such new Member has been approved by all other Members as a “Member” hereunder.

1.3 “**Admission**” or “**Admit**”: the act by which the Transferee of a Membership Interest or an Additional Member becomes a Member of the Company.

1.4 “**Articles**”: the Articles of Organization as filed with the Secretary of State of the State pursuant to the Act and as may be amended from time to time.

1.5 “**Capital Contribution**”: the cash, cash equivalents or the agreed fair market value of Property which a Member contributes to the Company, net of any liabilities secured by such contributed property which the Company is considered to have assumed or taken subject to.

1.6 “**Company**”: JHHR Holdings I LLC, a Wyoming limited liability company formed under the Act, and any successor limited liability company.

1.7 “**Distribution**”: transfer of Property to a Member on account of a Membership Interest.

**6.4 Indemnification.** The Company shall indemnify the Members for any and all costs, losses, liabilities and damages paid or accrued by the Members in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State. In addition, the Company may indemnify any other employee or other agent of the Company in the discretion of the Members. The Company may, as determined by the Members, advance costs of defense of any Proceeding to the Members or any other agent.

**6.5 Conflicts of Interest.** The Members shall be entitled to enter into transactions on their own behalf that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that the Members may enter into transactions that are similar to the transactions into which the Company may enter. A Member does not violate a duty or obligation owed to the Company merely because a Member's conduct furthers the Member's own interest. Each Member may lend money to, borrow money from, act as a surety, guarantor or endorser for, guarantee or assume one or more obligations of, provide collateral for, and transact other business with the Company, and has the same rights and obligations with respect to any such matter as those of a Person who is not a Member, subject to other applicable law. No transaction with the Company shall be voidable solely because such Member has a direct or indirect interest in the transaction if the transaction is fair to the Company.

## **ARTICLE VII. MANAGEMENT**

**7.1 Management.** Subject to the limitations set forth in this Agreement, the Members shall manage the activities of the Company. At any time when there is more than one Member, any one Member may take any action permitted to be taken by the Members, unless the approval of more than one of the Member is expressly required pursuant to this Agreement or the Act. Notwithstanding the foregoing, all Members must consent to: (i) the sale of all or substantially all of the assets of the Company, (ii) the Company incurring indebtedness other than trade payables and other amounts in the ordinary course of business, (iii) the Company granting a volitional lien, mortgage or deed of trust on assets of the Company (inchoate liens such as mechanics liens being deemed to not be volitional for the purposes of this Section), (iv) settling or compromising any litigation, or (v) dissolving, liquidating or winding up the Company.

**7.2 Members Have No Exclusive Duty to Company.** Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the Members or to the income or proceeds derived therefrom. No Member shall incur any liability to the Company or to any Member as a result of engaging in any other business or venture.

**7.3 Compensation, Reimbursement, Organization Expenses.** No Member shall be prevented from receiving compensation from the Company by reason of the fact that such Member is a Member of the Company. Any such compensation shall be unanimously set by the Members. Members acting in furtherance of Company business shall also be entitled to reimbursement for reasonable, substantiated costs and expenses incurred in performing his duties hereunder, including, without limitation, travel expenses.

**7.4 Officers.** The Members may appoint officers at any time. The officers of the Company may include a president, vice president, and secretary. Any individual may hold any number of



11.4 **Winding Up and Certificate of Cancellation.** The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining Property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, articles of dissolution shall be delivered to the Secretary of State for filing. The articles of dissolution shall set forth the information required by the Act.

## **ARTICLE XII. AMENDMENT**


This Agreement may be amended or modified from time to time only by a written instrument adopted and executed by all of the Members.

## **ARTICLE XIII. MISCELLANEOUS PROVISIONS**

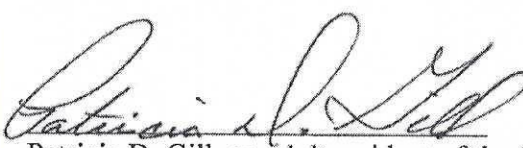
13.1 **Entire Agreement.** This Agreement represents the entire operating agreement governing the relationship between the Members and the Company.

13.2 **Rights of Creditors and Third Parties under Operating Agreement.** This Agreement is adopted by the initial Member for the exclusive benefit of the Company, its Members, and their successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company, any creditor of the Members, or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Members with respect to any Capital Contribution or otherwise.

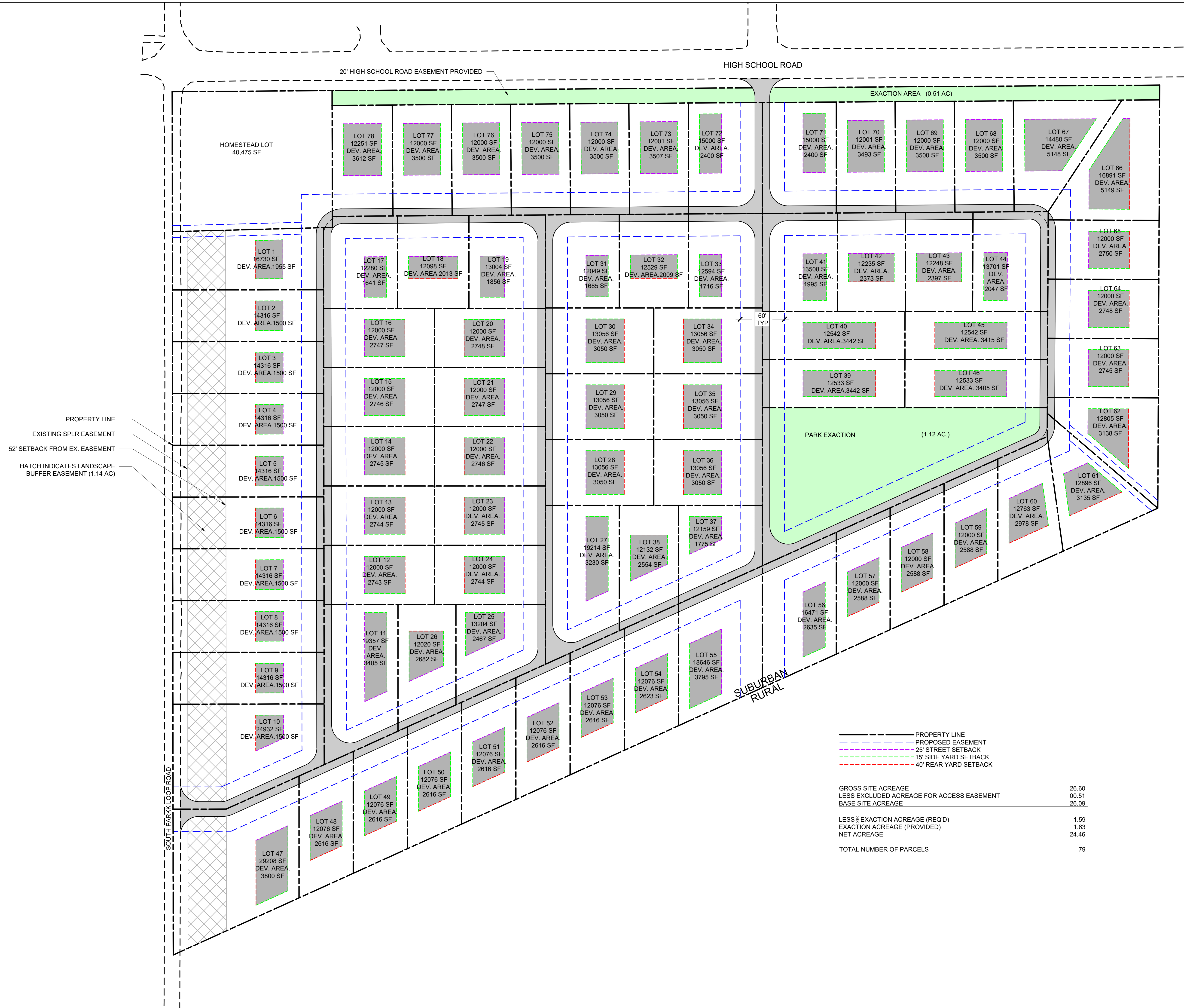
IN WITNESS WHEREOF, we have hereunto set my hand effective as of the Effective Date.



Robert L. Gill, an adult resident of the State of Wyoming



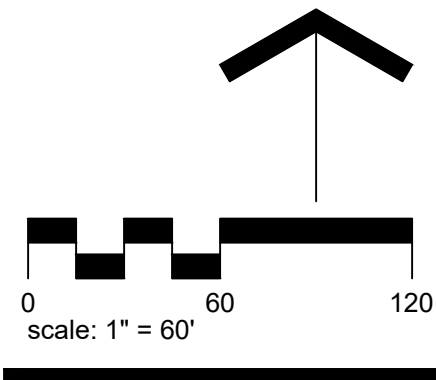
Patricia D. Gill, an adult resident of the State of Wyoming



High School Road Housing

DRAFT

| Revisions |         |             |
|-----------|---------|-------------|
| #         | Date    | Description |
|           | 11.4.21 | ORIGINAL    |
| -         | -       | -           |
| -         | -       | -           |
| -         | -       | -           |
| -         | -       | -           |
| -         | -       | -           |



Final Development  
Site Plan

L1.0

agrostis, inc.  
landscape architecture  
land planning

Teton County, Wyoming  
Project 2004

1130 maple way #2C  
po box 3074  
jackson, wy 83001  
v: 307.413.5123  
info@agrostisinc.com