

Jackson Town Council Regular Meeting

June 17, 2019

6:00 PM

Town Council Chambers

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

I. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations

II. PUBLIC COMMENT

This section is reserved for questions and comments from the public on items that are not otherwise included in this agenda. If you would like to communicate with the Council during the meeting, please address them during open public comment, when public comment is called for on a specific item or send an email to Council@jacksonwy.gov.

III. 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. Minutes
 - 1. June 3, 2019 special workshop
 - 2. June 3, 2019 regular meeting
- B. Disbursements
- C. May 2019 Municipal Court Report
- D. Professional Services Agreement for START 2020-2025 Route Plan
- E. Dispensing Room Change for E.Leaven Restaurant Liquor License
- F. **Withdrawn 6/17** Special Event: St. John's Episcopal Church Concert on the Green

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

- A. Housing Department:
 - 1. Westview Townhomes Special Restriction (April Norton)
- B. Planning Department:
 - 1. **Item P18-365:** Conditional Use Permit for St. John's Parking at 630 East Broadway (Brendan Conboy)
 - 2. **Item P19-071, -072:** Subdivision at 310 & 320 Aspen Drive (Brendan Conboy)
- C. Public Works:
 - 1. Connection and Use Agreement for Water and Sewer for JH Classical Academy at 2500 South Park Loop (P19-068) (Brian Lenz)

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

V. RESOLUTIONS

- A. Resolution 19-12: FY2019 Budget Amendment
- B. Resolution 19-13: Adoption of the Town of Jackson FY2020 Budget
- C. Resolution 19-14: Adoption of Downtown Parking and Mobility Management Plan
- D. Resolution 19-15: Establishing a Town and County 2020 Census Complete Count Committee

VI. ORDINANCES

- A. **Ordinance A:** An Ordinance Amending the Zoning District Map at 460 East Broadway to Public/Semi-Public (P/SP) (Presented for 2nd Reading)
- B. **Ordinance B:** An Ordinance Amending the Zoning District Map at 660 East Broadway to Public/Semi-Public (P/SP) (Presented for 2nd Reading)

VII. MATTERS FROM MAYOR AND COUNCIL

- A. Amendment to the Rodeo Grounds Management Agreement (RGMA)
- B. Board and Commission Reports

VIII. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report
- B. Bencor Addition Replat

IX. ADJOURN

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

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

JUNE 3, 2019

JACKSON, WYOMING

The Jackson Town Council met in special workshop session in the Council Chambers of the Town Hall at 150 East Pearl at 9:06 A.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon.

COUNCIL: Hailey Morton Levinson, Arne Jorgensen, Jim Stanford, and Jonathan Schechter.

STAFF: Larry Pardee, Roxanne Robinson, Kelly Thompson, Todd Smith, Michelle Weber, Darren Brugmann, Tyler Sinclair, April Norton, Kevin Meagher, Zolo, Floren Poliseo, Johnny Ziem, and Sandy Birdyshaw.

Town of Jackson Budget. Larry Pardee made comment and the Council held discussion on affordable housing, strategic direction and engagement positions, staffing needs, capital projects, enterprise funds for water and sewer, internal services, employee insurance fund, parking lot, intergovernmental relations, impact fees for development, town wide services, staffing requests, START routes, and Nexus study for revenue impact fee.

Kelly Thompson, Todd Smith, Darren Brugmann, Tyler Sinclair, April Norton, Kevin Meagher, Floren Poliseo, and Johnny Ziem participated in the budget discussion. Matt McCreedy of Jackson Hole Mountain Resort made comment on the formula for START service.

The next budget discussion was scheduled for June 17, 2019 at 9:00 a.m.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to adjourn. The vote showed all in favor and the motion carried. The meeting adjourned at 11:45 A.M.
minutes:spb

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

Published JH News & Guide: June 12, 2019

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JUNE 3, 2019

JACKSON, WYOMING

The Jackson Town Council met in regular session in the Council Chambers of the Town Hall located at 150 East Pearl at 6:02 P.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon.
COUNCIL: Hailey Morton Levinson, Jim Stanford, Arne Jorgensen, and Jonathan Schechter.
STAFF: Larry Pardee, Roxanne Robinson, Roger Schultz, Tyler Sinclair, Floren Poliseo, Johnny Ziem, Brian Lenz, Carl Pelletier, Kelly Thompson, and Sandy Birdyshaw.

Mayor Muldoon read a proclamation declaring June 2019 as Men's Health Month.

Public Comment. None.

Consent Calendar. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve the consent calendar including items A-I as presented with the following motions.

A. **Meeting Minutes.** To approve the meeting minutes as presented for the May 20, 2019 special workshop and regular meeting as presented.

B. **Disbursements.** To approve the disbursements as presented. 1000 Bulbs.Com \$1034.36; 842-NCPERS Group Wyo \$112.00; Ace Hardware \$890.20; AFLAC \$3045.94; Alan's Welding Inc \$175.58; All American Publishing \$299.50; Alphagraphics Bozeman \$990.68; Amazon \$130.42; American Public Transportation \$200.07; Ameriwest Water Service \$12,317.80; Animal Care Clinic of Jackson \$152.95; AT&T \$1359.47; Big R Ranch & Home \$302.32; Sandy Birdyshaw \$1792.98; Bison Lumber \$23.56; Buckrail LLC \$375.00; C&A Professional Cleaning \$9126.92; Carquest Auto Parts \$35.56; Summer Casady \$25.00; Petty Cash \$189.03; CDW-Government \$98.91; Cecil's Collision Center \$1927.88; Centurylink \$1908.41; Certified Laboratories \$917.90; Charter \$1677.02; Coban Technologies \$5520.00; Core & Main LP \$4622.06; Couloir Construction \$7000.00; Creative Energies \$737.81; Crystal Creek Capital \$10,200.00; Cummins Rocky Mountain \$2426.02; David Stubbs \$250.00; Jeff Deal \$3000.00; Delcon \$210.00; Delta Dental Plan of Wyo \$577.20; Division of Victim Services \$300.00; Corrine Doerner \$500.00; DPC Industries \$1731.06; ER Office Express \$335.02; Ecoconnect Consulting \$1260.00; Energy 1 \$210.00; Energy Laboratories Inc \$885.50; Enow Inc \$920.00; Entersect \$1000.00; Nataly Espinoza \$15.51; Evans Construction \$1185.88; Exposure Signs \$460.00; Todd Fitzgerald \$725.00; Flat Creek Saddle Shop \$48.00; Fleetpride \$117.10; Adam Galadima \$184.11; Robert Garrett \$100.00; Gemplers Inc \$111.98; Gillig LLC \$6222.63; Amy Giovanini \$500.00; Grafix Shoppe \$211.94; Greenway Painting \$2160.00; Robert Heiner \$224.00; High Country Linen \$5099.26; Huff House \$13,000.00; ICMA Membership \$1193.67; Idaho Falls Peterbilt \$53.88; Industrial Hose & Fitting \$13.13; Intermountain Sweeper \$135.84; Interstate Battery \$376.90; ISC Inc \$6125.50; Jack's Tire & Oil \$952.00; Jackson Curbside \$1810.00; JH News & Guide \$6548.03; Jackson Lumber \$169.52; Jackson Paint & Glass \$152.32; Jackson Towing Partners \$450.00; Jelly Donut Inc \$400.00; JH Appliance \$114.00; JH20 Water Conditioning \$26.00; Jim & Greg The Locksmiths \$187.50; Jorgensen Associates \$72,327.76; KR Swerdfeger Construction \$134,719.20; Keil Enterprises \$390.00; Kellerstrass Enterprises \$25,574.74; Kenworth Sales Company \$672.78; Craig Knecht \$50.00; Lacle Equipment \$2407.23; LDA Inc \$109.64; Lenz Inc \$1000.00; Lincoln National Life \$6613.35; Long Building Technologies \$2689.00; Lower Valley Energy \$10,929.97; Macy's Services \$2425.00; Mass Transit \$150.00; Miller Sanitation \$8190.00; MSC Industrial Supply \$422.87; NAPA Auto Parts \$91.53; Nelson Engineering \$375.00; One Call of Wyoming \$276.75; OPS Strategies \$3990.00; O'Ryan Cleaners \$179.79; Outlaw Brothers Construction \$1570.70; PCM \$1974.11; Michael Pfeil \$170.38; Poco LLC \$990.00; Pro Equipment Sales \$55.12; Quick Brown Fox \$1160.00; Thomas Quinn \$550.00; Elizabeth Rankin \$500.00; Roxanne Robinson \$47.98; Sami Robinson \$2150.00; Chris Rorke \$979.50; Ross Concrete Construction \$1755.00; Safety Supply & Sign Company \$13,973.56; Scott Schmillen \$1817.58; Schow's Truck Center \$203.28; Silverstar \$2313.01; Smith Power Products \$314.35; Todd Smith \$954.00; Snake River MEP Complete \$510.00; Snake River Roasting \$339.15; Solv Business Solutions \$215.71; Specialty Construction \$183.40; Spring Creek Animal Hospital \$252.02; Standard & Associates \$105.00; Sam Stephens \$100.00; Sunrise Environmental \$371.89; Swagit Productions \$1775.00; Team Laboratory Chemical \$862.50; Tet. Co. Public Health \$469.00; Teton Rental Center \$300.00; Teton Valley News \$205.98; Thomson West \$1240.21; Thyssen Krupp Elevator \$297.86; TMSC LLC \$14,128.38; Toolson Telephone \$98.00; Trefonas Law \$30.00; Tracey Trefren \$403.36; UPS \$30.86; USA Blue Book \$464.54; Utility Technical Service \$5531.60; Verizon Wireless \$7540.67; Vision Service Plan \$1669.18; WAM \$690.00; WAMCO Lab \$180.00; Western States \$2398.66; Westwood Curtis \$253,490.71; White Glove Cleaning \$5041.52; Wrench It Plumbing & Heating \$767.72; Wyo Child Support Enforcement \$892.26; Wyo Garage Door \$110.00; Wyo Law

Enforcement \$90.00; Xerox Corporation \$732.10; Yellow Iron Excavation \$580.00; Johnny Ziem \$329.60; Zuercher Technologies \$360.00.

- C. **April 2019 Municipal Court Report.** To accept the April 2019 Municipal Court into the public record.
- D. **Special Event: Tux and Tails.** To approve the special event request made by Paws of Jackson Hole to allow the annual Tuxes & Tails Gala event to operate on the Center for the Arts lawn until 10:00 PM on June 21, 2019 subject to the conditions and restrictions listed in the staff report.
- E. **Special Event: World Series of Team Roping.** To approve the request from Ben Tibbits and the 2019 World Series of Team Roping event subject to the conditions and restrictions listed in the staff report.
- F. **Temporary Sign Permit: Jackson Hole Land Trust Picnic (P19-133).** To approve the temporary banner in conjunction with Jackson Hole Land Trust subject to three (3) conditions of approval.
- G. **Temporary Sign Permit: Found Space at Summer Solstice (P19-134).** To approve the temporary banner in conjunction with Jackson Hole Land Trust subject to three (3) conditions of approval.
- H. **Bid 19-21: Award of Cache Creek Tube Phase 2B Project.** To approve the award of contract for construction surveying, construction management, and construction administration for the Cache Creek Tube Phase 2B to Jorgensen Associates of Jackson in the amount of \$104,500.00, and to approve the award of contract for the construction of the Cache Creek Tube Phase 2B to Western Municipal Construction of Wyoming, of Meeteetse in the amount of \$837,878; and upon legal approval, authorize the Mayor to execute all necessary contract Agreements.
- I. **The Mountain Pact Land and Water Conservation Fund Letter of Support.** To authorize the Mayor, or a specified designee, to add their signature on behalf of the Town Council to The Mountain Pact's letter requesting full funding of the Land and Water Conservation Fund.

Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P18-365: Conditional Use Permit for St. John's Parking at 630 East Broadway. A motion was made by Jonathan Schechter and seconded by Hailey Morton Levinson to continue item P18-365 to the Town Council June 17, 2019 regular meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P19-059: Snake River Canyon Ranch Resort Master Plan Amendment. Tyler Sinclair made staff comment that Snake River Canyon Ranch requested an update to their Resort Master Plan to revise the height limitation within Sub Area III for a multi-family building or lodge from 30 feet to 37.5 feet. The Town Council may provide recommendations and comments as appropriate to Teton County. Teton County Principal Planner Hamilton Smith made comment on the amendment.

Brendan Schulte made comment on behalf of the applicant.

The Council did not take formal action on this item.

Item P19-071, -072: Subdivision at 310 & 320 Aspen Drive. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to continue item P19-071 and -072 to the Town Council June 17, 2019 regular meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item PB18-0311: Demolition Permit with 90-Day Stay at 165 N. Glenwood St. Arne Jorgensen recused himself from this item as he and his firm had been involved with this property. Tyler Sinclair made staff comment.

A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to grant a 90-day stay on the issuance of Demolition Permit Application #B19-0311. Mayor Muldoon called for the vote. The vote showed all in favor, with Jorgensen recused. The motion carried.

Connection and Use Agreement for Water and Sewer for JH Classical Academy at 2500 South Park Loop (P19-068). Brian Lenz made staff comment. Jeff Lee of Bergmann Architects made

comment on behalf of Jackson Hole Classical Academy. Scott Pierson of Y2 Consulting made comment on behalf of the applicant.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to continue this item to the June 17, 2019 regular Council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Grant Application for Creative Place-making at PARKing. Floren Poliseo and Carrie Geraci made staff comment.

A motion was made by Hailey Morton Levinson and seconded by Pete Muldoon to direct staff to work with the Public Art Administrator to submit the grant application, as presented. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Matters from Mayor and Council.

2019 Proposed Resolutions to WAM. The Wyoming Associate of Municipalities (WAM) gives each municipality the opportunity to participate in creating legislative policies by submitting proposed resolutions for the 2019 WAM Summer Convention which will be held in Sheridan, June 12-14, 2019. During the Convention, the WAM Board of Directors will review proposed resolutions passed by the WAM membership as a basis to set Legislative priorities for the coming year.

A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to use the staff report to guide the Council’s support at the WAM Summer Convention. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Jonathan Schechter provided an update from the Tribal Trails public meeting and proposed holding a workshop discussion on tracking environmental actions and ideas.

Arne Jorgensen made comment from the 22 in 21 meeting and inviting a high school senior, Thomas Mercer, to present his project to the Council.

Town Manager’s Report. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to accept the Town Manager’s Report into the record. The Town Manager’s Report contained an update on successful alcohol compliance checks and the WAM Summer Convention. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 7:36 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

Published JH News & Guide: June 12, 2019

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
51	ACE HARDWARE	654203	ROPE BRAID POLY 100'	05/29/2019	29.98	.00	
51	ACE HARDWARE	654549	ROD ZINC BLUE	05/31/2019	23.98	.00	
51	ACE HARDWARE	654753	STAPLES, STAPLE HAMMER	06/01/2019	45.48	.00	
51	ACE HARDWARE	654894	SPRY PNT GRAY & BLK PRIME	06/03/2019	19.96	.00	
51	ACE HARDWARE	655065	ADPTR BARB, CLAMP HOSE, T	06/04/2019	9.16	.00	
51	ACE HARDWARE	65512	VIRTI GRIND WHEEL	06/06/2019	14.79	.00	
51	ACE HARDWARE	655182	TURF BUILDING SUNNY 3LB	06/04/2019	21.99	.00	
51	ACE HARDWARE	655430	NIPPLE 3/8" X CLOSE BRS, VLV	06/06/2019	75.92	.00	
51	ACE HARDWARE	655512	VITRI GRIND WHEEL 60 M	06/06/2019	14.79	.00	
51	ACE HARDWARE	655653	FOLDING ERMUFF BLACK	06/07/2019	.01-	.00	
51	ACE HARDWARE	655751	ROD THREAD, PAPERTOWEL H	06/07/2019	101.96	.00	
51	ACE HARDWARE	655922	BLINDS-	06/10/2019	465.75	.00	
51	ACE HARDWARE	655984	CORED PLUG, FORGED FLARE	06/10/2019	189.09	.00	
Total 51:					1,012.84	.00	
3596	ADVANCED GLASS TRIM, LLC	26139	WINDSHIELD # 1174- 2009 CHE	05/21/2019	300.00	.00	
Total 3596:					300.00	.00	
4730	ADVANCED PUMP & EQUIPME	9016	CUSTOM DISCHARGE FLANGE,	06/06/2019	6,347.17	.00	
Total 4730:					6,347.17	.00	
2213	ALPHAGRAPHICS BOZEMAN	1656001	PERMIT PLACE CARDS	04/16/2019	162.96	.00	
Total 2213:					162.96	.00	
5726	AMAZON	1JKD-96R4-DY	USB CABLE	05/30/2019	19.28	.00	
5726	AMAZON	1PL4-N4FQ-R6	WIRELESS MOUSE	06/02/2019	87.99	.00	
5726	AMAZON	1YJM-39CW-L	DOCKING STATION	06/03/2019	1,100.10	.00	
Total 5726:					1,207.37	.00	
6453	AMERICAN SHOOTERS LAS VE	329559	SPEER .223	06/04/2019	1,556.00	.00	
6453	AMERICAN SHOOTERS LAS VE	329559	308 GR MK	06/04/2019	1,062.00	.00	
Total 6453:					2,618.00	.00	
463	ANIMAL CARE CLINIC OF JACK	625943196	ANIMAL CARE	06/04/2019	133.88	.00	
463	ANIMAL CARE CLINIC OF JACK	625943249	MED SUPPLIES	06/05/2019	117.00	.00	
Total 463:					250.88	.00	
4920	BEST BEST & KRIEGER	850236	WIRELESS MATTER	05/29/2019	2,929.50	.00	
Total 4920:					2,929.50	.00	
1560	BLUE SPRUCE CLEANERS,INC	06012019	DRY CLEANING	06/01/2019	265.29	.00	
Total 1560:					265.29	.00	
3303	BRISTOL, JAMES	6338	BUSINESS CARDS- SAM S	05/16/2019	37.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3303	BRISTOL, JAMES	6338	BUSINESS CARDS- JEFF SILLI	05/16/2019	37.50	.00	
Total 3303:					75.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-428094	TRANSMISSION FILTER	04/02/2019	33.58	.00	
5	CARQUEST AUTO PARTS INC.	6090-429116	OXYGEN SENSOR	04/11/2019	52.48	.00	
5	CARQUEST AUTO PARTS INC.	6090-429662	BTRY-PLTM AGM, PAINTED RO	04/16/2019	339.19	.00	
5	CARQUEST AUTO PARTS INC.	6090-429700	CREDIT: BTRY PLATM AGM	04/16/2019	22.00-	.00	
5	CARQUEST AUTO PARTS INC.	6090-430039	BRK PAD PLAT CERAMIC	04/19/2019	44.20	.00	
5	CARQUEST AUTO PARTS INC.	6090-430885	BRAKE PAD SET- PLAT CERAMI	04/26/2019	51.20	.00	
5	CARQUEST AUTO PARTS INC.	6090-431805	PAINTED ROTOR	05/04/2019	155.56	.00	
5	CARQUEST AUTO PARTS INC.	6090-432185	COMBINATION SWITCH	05/07/2019	53.07	.00	
5	CARQUEST AUTO PARTS INC.	6090-432234	BRAKE PAD SET- CERAMIC, BR	05/08/2019	147.18	.00	
5	CARQUEST AUTO PARTS INC.	6090-432319	CREDIT: PAINTED ROTOR	05/08/2019	155.56-	.00	
5	CARQUEST AUTO PARTS INC.	6090-435003	12OZ SMART STRAW	05/29/2019	33.16	.00	
Total 5:					732.06	.00	
5087	CENTRAL MECHANICAL INSUL	9155	INSULATION, LABOR, TRUCK &	05/29/2019	210.98	.00	
Total 5087:					210.98	.00	
544	CENTURYLINK	1468838572	307-733-3932	05/19/2019	196.61	.00	
Total 544:					196.61	.00	
4742	CHRISTENSEN, DUSTIN	061319	REIMBURSTMENT SAFETY BO	06/13/2019	87.97	.00	
Total 4742:					87.97	.00	
5967	CITY OF DRIGGS	BBSTART2019	BUS BARN RENT	05/29/2019	1,831.52	.00	
Total 5967:					1,831.52	.00	
4981	COLASUONNO, LEA	060519	TRAVEL EXPENSES	06/05/2019	153.00	.00	
Total 4981:					153.00	.00	
3001	CREATIVE ENERGIES, LLC	4819	PO #: UV BUILDING INVERTER-	06/05/2019	16,347.00	.00	
3001	CREATIVE ENERGIES, LLC	4820	PROJ: PUBLIC WORKS MOUNT	06/05/2019	715.00	.00	
Total 3001:					17,062.00	.00	
611	CUMMINS ROCKY MOUNTAIN L	60-33139	KARNES WELL #5- LABOR, TOO	06/04/2019	1,073.82	.00	
Total 611:					1,073.82	.00	
5926	DASH MEDICAL GLOVES	INV1148717	GLOVES	04/17/2019	143.80	.00	
Total 5926:					143.80	.00	
4918	DEAN'S PEST CONTROLL LLC	42354	SMALL RODENT CONTROL @ P	05/08/2019	45.00	.00	
4918	DEAN'S PEST CONTROLL LLC	42405	SMALL RODENT CONTROL @ S	05/06/2019	100.00	.00	
4918	DEAN'S PEST CONTROLL LLC	42650	SPRING PEST MANAGMENT @	05/28/2019	250.00	.00	
Total 4918:					395.00	.00	
65	DELCON INC	19583	PROJ: WO1383- WWTP- UV SYS	04/30/2019	273.75	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
65	DELCON INC	19740	PROJ: WOWO1466- WELL #5/JA	05/31/2019	630.00	.00	
65	DELCON INC	19748	PROJ: 9-487- TOJ WELLL #3 FE	05/31/2019	8,253.34	.00	
Total 65:					9,157.09	.00	
148	DELL	10309633758	MOBILE PRECISION	04/13/2019	1,932.16	.00	
Total 148:					1,932.16	.00	
708	DELTA DENTAL PLAN OF WYO	053119	MAY CLAIMS	05/31/2019	5,900.70	5,900.70	06/04/2019
Total 708:					5,900.70	5,900.70	
5320	DEPARTMENT OF FAMILY SER	060619	CENTRAL REGISTRY CHECK	06/06/2019	10.00	.00	
Total 5320:					10.00	.00	
2175	DIVISION OF VICTIM SERVICES	061019	Crime Victim Surcharge MAY	06/10/2019	400.00	.00	
Total 2175:					400.00	.00	
5996	DUDE SOLUTIONS, INC	48734	MAINTENANCE EDGGE	04/19/2019	4,040.12	.00	
Total 5996:					4,040.12	.00	
3408	E.R. OFFICE EXPRESS	12672	ACADEMIC CALENDAR 2019/20	05/13/2019	79.98	.00	
3408	E.R. OFFICE EXPRESS	12805	VOLT SERIES TASK CHARI BLA	05/28/2019	252.33	.00	
3408	E.R. OFFICE EXPRESS	12878	OFFICE SUPPLY	06/06/2019	108.60	.00	
3408	E.R. OFFICE EXPRESS	12878	MARKERS	06/06/2019	7.31	.00	
Total 3408:					448.22	.00	
6451	ELITE PARTS	S15319	PENDANT, SWITCHED, HOSE	05/20/2019	1,115.71	.00	
6451	ELITE PARTS	S15319-1	CONTROL, COUNTER MECHAN	05/24/2019	919.56	.00	
6451	ELITE PARTS	S15438	SWITCH, COVER	05/29/2019	286.03	.00	
Total 6451:					2,321.30	.00	
1134	ENERGY LABORATORIES INC.	214801	INFLUENT, EFFLUENT	02/14/2019	106.00	.00	
1134	ENERGY LABORATORIES INC.	238034	INFLUENT, CELL 1, 3A, 3B2, 4D,	06/06/2019	302.00	.00	
Total 1134:					408.00	.00	
1634	ENTENMANN-ROVIN CO	0144251-IN	MEDALS	06/04/2019	216.00	.00	
Total 1634:					216.00	.00	
81	EVANS CONSTRUCTION INC	19-15 #1	PROJ: 19-15- 2019 SPRING STR	05/24/2019	166,796.44	.00	
Total 81:					166,796.44	.00	
3876	FITZGERALD, TODD	1317	CUT DOWN 11 COTTONWOODS	06/05/2019	5,140.00	.00	
Total 3876:					5,140.00	.00	
363	FLAT CREEK SADDLE SHOP	98216	RODEO FENCE PANEL- 2019	05/23/2019	758.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 363:					758.00	.00	
4709	FLEETPRIDE	27674131	FLANGE YOKE, U-JOINT	05/21/2019	107.97	.00	
4709	FLEETPRIDE	27688257	STRAP KIT	05/21/2019	19.56	.00	
4709	FLEETPRIDE	27784559	U-JOINT KIT, MACHINE CHARG	05/28/2019	751.96	.00	
4709	FLEETPRIDE	28046353	U-JOINT, U-JOINT KIT	05/28/2019	189.03	.00	
Total 4709:					1,068.52	.00	
668	FREEDOM MAILING SERVICE I	36099	UTILITY BILLING	06/05/2019	889.15	.00	
668	FREEDOM MAILING SERVICE I	36099	UTILITY BILLING	06/05/2019	889.15	.00	
Total 668:					1,778.30	.00	
1022	GALLS INC.	012818945	STREETSHIRTS	05/28/2019	99.98	.00	
1022	GALLS INC.	012843230	NAMEPLATES	05/30/2019	364.60	.00	
Total 1022:					464.58	.00	
6450	GREG ELLNER ASSOCIATES, L	GEA19-1230	ULTRA TECH SYSTEM HO ELE	06/05/2019	2,061.62	.00	
Total 6450:					2,061.62	.00	
5044	H&R ENTERPRISES	458	PROJ: TOJ PW SHIRTS FOR NE	05/29/2019	185.41	.00	
Total 5044:					185.41	.00	
4988	HD FOWLER COMPANY	I5160944	GALV PIPE T & C STANDARD, 2	05/29/2019	743.19	.00	
Total 4988:					743.19	.00	
96	HIGH COUNTRY LINEN	0131230	UNIFORMS: ADMIN	05/30/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0131230	UNIFORMS: WATER	05/30/2019	21.82	.00	
96	HIGH COUNTRY LINEN	0131230	UNIFORMS: FLEET	05/30/2019	38.80	.00	
96	HIGH COUNTRY LINEN	0131230	BUILDING MAINT: PW YARD- M	05/30/2019	20.00	.00	
96	HIGH COUNTRY LINEN	0131230	UNIFORMS: SEWER	05/30/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0131230	UNIFORMS: STREET	05/30/2019	41.23	.00	
96	HIGH COUNTRY LINEN	0131230	UNIFORMS: WWTP	05/30/2019	24.25	.00	
96	HIGH COUNTRY LINEN	0131914	BUILDING MAINT: TOJ HOME R	06/03/2019	25.31	.00	
96	HIGH COUNTRY LINEN	0132298	MATS @ SHELTER	06/05/2019	61.93	.00	
96	HIGH COUNTRY LINEN	0133236	BUILDING MAINT: TOJ HOME R	06/10/2019	7.50	.00	
96	HIGH COUNTRY LINEN	S0130857	BUILDING MAINT: TOJ RSTRMS	05/28/2019	192.97	.00	
96	HIGH COUNTRY LINEN	S0131120	KITCHEN TOWELS	05/29/2019	43.70	.00	
96	HIGH COUNTRY LINEN	S0131662	BUILDING MAINT: TOJ RSTRMS	05/31/2019	159.10	.00	
Total 96:					656.01	.00	
6455	HIRST APPLGATE, LLP	192393	TOJ TASTEBUDS LLC	06/07/2019	8,729.75	.00	
Total 6455:					8,729.75	.00	
503	HUNT CONSTRUCTION INC	8231	ASPHALT PATCH HIDDEN RAN	05/27/2019	901.50	.00	
503	HUNT CONSTRUCTION INC	8260	DUSTGARD & APPLICATION @	06/10/2019	5,230.00	.00	
Total 503:					6,131.50	.00	
36	IDAHO STATE TAX COMMISSIO	053119	MAY WITHOLDINGS	05/31/2019	2,581.00	2,581.00	06/05/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 36:					2,581.00	2,581.00	
106	INTERSTATE BATTERY	22244047	(1) MRP-48/H6, (1) SRM-24	05/28/2019	1,849.60	1,849.60	06/04/2019
Total 106:					1,849.60	1,849.60	
5098	JACKSON ANIMAL HOSPITAL	23615	ANIMAL CARE	05/04/2019	1,362.00	.00	
5098	JACKSON ANIMAL HOSPITAL	23674	MEDS	05/06/2019	14.30	.00	
5098	JACKSON ANIMAL HOSPITAL	23675	MEDS	05/07/2019	34.00	.00	
5098	JACKSON ANIMAL HOSPITAL	23954	MEDS	05/16/2019	56.00	.00	
5098	JACKSON ANIMAL HOSPITAL	24546	MEDS	06/11/2019	15.46	.00	
Total 5098:					1,481.76	.00	
67	JACKSON HOLE HISTORICAL S	052819	4TH QUARTER PAYMENT	05/28/2019	375.00	.00	
Total 67:					375.00	.00	
131	JACKSON HOLE NEWS & GUID	296999	AD#365080	06/05/2019	419.73	.00	
131	JACKSON HOLE NEWS & GUID	297000	AD#365081	06/05/2019	130.40	.00	
131	JACKSON HOLE NEWS & GUID	297001	AD#365082	06/05/2019	896.50	.00	
131	JACKSON HOLE NEWS & GUID	297002	AD#365083 BUDGET	06/05/2019	77.43	.00	
131	JACKSON HOLE NEWS & GUID	364240	AD#364240	05/22/2019	61.13	.00	
Total 131:					1,585.19	.00	
6331	JACKSON TOWING PARTNERS	19-00525	TOW MOTOR COACH	05/22/2019	3,000.00	.00	
6331	JACKSON TOWING PARTNERS	203	TOW BUS	05/29/2019	975.00	.00	
Total 6331:					3,975.00	.00	
121	J-B MECHANICAL	60405	GALV PIPE	03/26/2019	38.30	.00	
Total 121:					38.30	.00	
139	JORGENSEN ASSOCIATES, PC	42706	PROJ: 18063- TOJ/CACHE CRE	06/05/2019	8,655.68	.00	
139	JORGENSEN ASSOCIATES, PC	42707	PROJ: 19013- TOJ/ E DELONEY	06/05/2019	537.50	.00	
Total 139:					9,193.18	.00	
5694	LEIGH, CHRISTOPHER S.	060319	ALTERNATE JUDGE	06/03/2019	300.00	.00	
Total 5694:					300.00	.00	
5691	LEPCO	31992	WO#21288- SERVICE REQUEST	06/06/2019	82.00	.00	
Total 5691:					82.00	.00	
6411	LEWIS ROCA ROTHGERBER C	305504-00001	LEGAL SERVICES	05/23/2019	2,127.00	.00	
Total 6411:					2,127.00	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE009763	ELECTRIC STRIKE	04/19/2019	1,040.86	.00	
Total 4380:					1,040.86	.00	
156	LOWER VALLEY ENERGY INC	92050-010- 05/	92050-010: ELY SPRINGS RD FI	05/31/2019	1,990.83	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-017- 05/	92050-017: INTERMED TREATM	05/31/2019	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-021: 05/	92050-021: 150 E PEARL AVE	05/31/2019	1,328.40	.00	
156	LOWER VALLEY ENERGY INC	92050-025- 05/	92050-025: SK W NEW SHOP	05/31/2019	435.08	.00	
156	LOWER VALLEY ENERGY INC	92050-047- 05/	92050-047: UV BUILDING	05/31/2019	217.23	.00	
156	LOWER VALLEY ENERGY INC	92050-049- 05/	92050-049: WASTE WATER PLA	05/31/2019	9,802.56	.00	
156	LOWER VALLEY ENERGY INC	92050-051- 05/	92050-051: WELL #5	05/31/2019	2,402.81	.00	
156	LOWER VALLEY ENERGY INC	92050-114- 05/	92050-114: HOME RANCH RSTR	05/31/2019	230.83	.00	
156	LOWER VALLEY ENERGY INC	92050-131- 05/	92050-131: 195 E DELONEY RS	05/31/2019	117.07	.00	
156	LOWER VALLEY ENERGY INC	92050-385- 05/	92050-385: SPRING CREEK LIFT PUMP	05/31/2019	181.15	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-GRP:20560: MULTIPLE S	05/31/2019	2,236.38	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-006: CACHE ST N LIGHTI	05/31/2019	27.87	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-020: PATHWAY TUNNEL	05/31/2019	55.41	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-005: CACHE KUDAR LIGH	05/31/2019	49.85	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-016: HOME RANCH LIGH	05/31/2019	37.51	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-027: ST LT LOT 20, 21	05/31/2019	20.63	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-030: ST LT LOT 95, 96	05/31/2019	18.05	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-032: ST LT LOT 88, 89	05/31/2019	18.25	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-023: RANGEVIEW ST LT	05/31/2019	19.54	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-028: ST LT LOTS 26, 27	05/31/2019	17.92	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-031: ST LT LOT 38, 39	05/31/2019	19.21	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-034: ST LT LOT 80, 81	05/31/2019	16.56	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-035: ST LT COTTONWOO	05/31/2019	18.18	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-039: ST LT LOTS 86, 87	05/31/2019	18.25	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-041: ST LT LOTS 99, 101	05/31/2019	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-045: TOWN SQUARE LIG	05/31/2019	44.68	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-111: PEARL/WILLOW ST	05/31/2019	17.41	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-332: N GLENWOOD MCC	05/31/2019	27.56	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-342: 25 S REDMOND ST L	05/31/2019	29.17	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-355: S CACHE LIGHTING	05/31/2019	53.67	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-360: 1035 W BROADWAY	05/31/2019	31.05	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-382: BUDGE DR LIGHT S	05/31/2019	19.60	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-036: LT LT LOTS 12, 13	05/31/2019	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-040: ST LT LOT 90, 91	05/31/2019	19.60	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-043: ST LT LOTS 68, 69	05/31/2019	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-081: PEARL ST IRR CON	05/31/2019	20.06	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-0130: 3 CREEK RANCH A	05/31/2019	22.90	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-336: HIDDEN RANCH PAT	05/31/2019	29.42	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-353: W DELONEY AVE F	05/31/2019	65.62	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-358: 650 W BROADWAY	05/31/2019	59.94	.00	
156	LOWER VALLEY ENERGY INC	92050GRP:205	92050-362: STELLARIA LN/S HW	05/31/2019	19.54	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20594	92050-002: ANIMAL SHELTER	05/31/2019	532.87	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20594	92050-014: HEAT TAPE	05/31/2019	285.51	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20594	92050-059: POLICE GARAGE	05/31/2019	229.89	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20594	92050-061: PUBLIC WORKS	05/31/2019	1,210.20	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20594	92050-092: 3150 ADAMS CANYO	05/31/2019	540.13	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20594	92050-132: PARKING GARGE EL	05/31/2019	2,222.12	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20594	92050-341: HOME RANCH RSTR	05/31/2019	43.86	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20594	92050-357: KARNS MEADOW ST	05/31/2019	1,075.39	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20594	92050-375: 155 E PEARL AVE- O	05/31/2019	53.07	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20594	92050-377: 145 E PEARL AVE- U	05/31/2019	57.36	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20594	92050-379: 145 E PEARL AVE- U	05/31/2019	51.45	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20594	92050-386: 143 E PEARL AVE	05/31/2019	72.64	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20594	92050-008: CEMETARY	05/31/2019	176.87	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20594	92050-026: 450 SNOW KING AV	05/31/2019	349.76	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20594	92050-060: SOUTH GARAGE	05/31/2019	382.55	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20594	92050-082: E STORAGE BLDG	05/31/2019	245.62	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20594	92050-094: SNOW KING AVE W	05/31/2019	9.10	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20594	92050-134: PARKING GARAGE	05/31/2019	162.31	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	GROUP: 20594	92050-356: KARNs MEADOW ST	05/31/2019	1,491.90	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20594	92050-359: MILLER PARK PARKI	05/31/2019	109.18	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20594	92050-376: 149 E PEARL AVE- B	05/31/2019	272.97	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20594	92050-378: 145 E PEARL AVE B	05/31/2019	37.92	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20594	92050-380: 145 E PEARL AVE- U	05/31/2019	213.86	.00	
156	LOWER VALLEY ENERGY INC	GROUP:20593	92050-019: SEWER LIFT PUMP	05/31/2019	60.58	.00	
156	LOWER VALLEY ENERGY INC	GROUP:20593	92050-126: SEWER LIFT STATIO	05/31/2019	21.67	.00	
156	LOWER VALLEY ENERGY INC	GROUP:20593	92050-334: SEWER LIFT STATIO	05/31/2019	82.37	.00	
156	LOWER VALLEY ENERGY INC	GROUP:20593	92050-018: SEWER LIFT PUMP-	05/31/2019	18.90	.00	
156	LOWER VALLEY ENERGY INC	GROUP:20593	92050-024: SEWER LIFT PUMP	05/31/2019	17.92	.00	
156	LOWER VALLEY ENERGY INC	GROUP:20593	92050-127: 3337 CODY CREEK	05/31/2019	208.44	.00	
156	LOWER VALLEY ENERGY INC	GRP:20592 -05	92050-044: S. K. E BOOSTER P	05/31/2019	261.43	.00	
156	LOWER VALLEY ENERGY INC	GRP:20592 -05	92050-052: WELL #1	05/31/2019	16.79	.00	
156	LOWER VALLEY ENERGY INC	GRP:20592 -05	92050-055: CITY WELL ELK REF	05/31/2019	49.16	.00	
156	LOWER VALLEY ENERGY INC	GRP:20592 -05	92050-056: CITY WELLS ELK RE	05/31/2019	12.39	.00	
156	LOWER VALLEY ENERGY INC	GRP:20592 -05	92050-091: 665 FLAT CREEK DR	05/31/2019	4.03	.00	
156	LOWER VALLEY ENERGY INC	GRP:20592 -05	92050-383: SNOW KING DR WA	05/31/2019	20.56	.00	
156	LOWER VALLEY ENERGY INC	GRP:20592 -05	92050-003: SPRUCE DRIVE PU	05/31/2019	224.22	.00	
156	LOWER VALLEY ENERGY INC	GRP:20592 -05	92050-050: 2 MG TANK	05/31/2019	20.84	.00	
156	LOWER VALLEY ENERGY INC	GRP:20592 -05	92050-053: WELLS #2 & #3	05/31/2019	2,376.34	.00	
156	LOWER VALLEY ENERGY INC	GRP:20592 -05	92050-054: CITY WELLS ELK RE	05/31/2019	28.57	.00	
156	LOWER VALLEY ENERGY INC	GRP:20592 -05	92050-074: CRABTREE ANE TH	05/31/2019	16.48	.00	
156	LOWER VALLEY ENERGY INC	GRP:20592 -05	92050-361: 625 W BROADWAY	05/31/2019	22.15	.00	
Total 156:					33,093.88	.00	
677	MACY'S SERVICES	30341	CAMERA LINES- LOCATE SEW	04/30/2019	656.25	.00	
677	MACY'S SERVICES	30458	SEWER JET TWO MEN, LABOR,	04/30/2019	1,260.00	.00	
Total 677:					1,916.25	.00	
4612	MASON, TOM	053019	TRAVEL EXPENSES	05/30/2019	330.00	.00	
Total 4612:					330.00	.00	
4258	MD NURSERY & LANDSCAPING	14396	PROJ: 185 MOOSE ST- TOPSOI	06/05/2019	1,337.78	.00	
Total 4258:					1,337.78	.00	
5423	MEDORA CORPORATION	80787	ANTENNA 900MHZ, RPSMA	05/21/2019	168.50	.00	
Total 5423:					168.50	.00	
4817	MOUNTAIN ELECTRICAL	190	JOSH GIECK SERVICE TECH	05/21/2019	180.00	.00	
Total 4817:					180.00	.00	
257	NAPA AUTO PARTS INC.	839559	BLUE CORAL DRI-CL	03/28/2019	6.49	.00	
257	NAPA AUTO PARTS INC.	841935	BRAKE PADS REAR, BRAKE RO	04/11/2019	314.73	.00	
257	NAPA AUTO PARTS INC.	842018	SERPENTINE BELT	04/11/2019	33.70	.00	
257	NAPA AUTO PARTS INC.	843953	NAPAGOLD OIL FILTER, NAPAG	04/22/2019	10.58	.00	
257	NAPA AUTO PARTS INC.	844153	NAPAGOLD OIL FILTER, NAPAG	04/23/2019	282.17	.00	
257	NAPA AUTO PARTS INC.	844228	PTEX THREAD SEAL	04/23/2019	7.46	.00	
257	NAPA AUTO PARTS INC.	844286	BATT CABLE CONNECTOR	04/23/2019	31.17	.00	
257	NAPA AUTO PARTS INC.	845372	QUALITY HTR/HOSE	04/29/2019	15.40	.00	
257	NAPA AUTO PARTS INC.	845590	HYDR HOSE, 12G 16FJX, MAKE	04/30/2019	76.77	.00	
257	NAPA AUTO PARTS INC.	845710	HOSE CLAMP	04/30/2019	2.58	.00	
257	NAPA AUTO PARTS INC.	846134	MOTORCYCLE BATTERY	05/02/2019	90.24	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
257	NAPA AUTO PARTS INC.	846223	PREM AW 68 HYFLD	05/02/2019	51.35	.00	
257	NAPA AUTO PARTS INC.	846349	NAPAGOLD OIL FILTER, NAPAG	05/03/2019	78.70	.00	
257	NAPA AUTO PARTS INC.	846864	NAPAGOLD AIR FILTER	05/07/2019	5.82	.00	
257	NAPA AUTO PARTS INC.	847251	BRAKE PADS	05/08/2019	74.16	.00	
257	NAPA AUTO PARTS INC.	847360	NAPAGOLD FUEL FILTER, AIR F	05/08/2019	199.77	.00	
257	NAPA AUTO PARTS INC.	847745	WHEEL FLAP	05/10/2019	24.46	.00	
257	NAPA AUTO PARTS INC.	848268	IDLER PULLEY	05/13/2019	53.78	.00	
257	NAPA AUTO PARTS INC.	848687	NAPAGOLD AIR FILTER	05/15/2019	20.84	.00	
257	NAPA AUTO PARTS INC.	849650	LAMP	05/20/2019	38.72	.00	
257	NAPA AUTO PARTS INC.	850015	SOCKET	05/21/2019	2.77	.00	
257	NAPA AUTO PARTS INC.	850359	NAPAGOLD OIL FILTER, NAPAG	05/23/2019	42.48	.00	
257	NAPA AUTO PARTS INC.	851453	CURVED RADIATOR HOSE	05/29/2019	12.15	.00	
257	NAPA AUTO PARTS INC.	851571	NAPAGOLD AIR FILTER	05/30/2019	8.11	.00	
257	NAPA AUTO PARTS INC.	851667	GEAR WR FLEX, DASH CAMER	05/30/2019	53.06	.00	
257	NAPA AUTO PARTS INC.	851668	NAPAGOLD OIL FILTER, NAPAG	05/30/2019	7.24	.00	
Total 257:					1,544.70	.00	
187	NELSON ENGINEERING	49588	PROJ: 14-175-03 WEST BROAD	05/31/2019	240.00	.00	
187	NELSON ENGINEERING	49689	PROJ: 17-142-03 ASPEN CEMET	05/31/2019	1,812.00	.00	
187	NELSON ENGINEERING	49690	PROJ: 17-142-04- ASPEN HILL C	05/31/2019	2,743.00	.00	
Total 187:					4,795.00	.00	
4412	NEOFUNDS	790004408054	POSTAGE	05/30/2019	1,000.00	.00	
Total 4412:					1,000.00	.00	
6440	OPS STRATEGIES	19023	PROJ: 19-12- PUBLIS WORKS G	06/01/2019	360.00	.00	
6440	OPS STRATEGIES	19023	PROJ: 19-12- PUBLIC WORKS G	06/01/2019	1,035.00	.00	
6440	OPS STRATEGIES	19023	PROJ: 19-12- PUBLIC WORKS G	06/01/2019	1,035.00	.00	
Total 6440:					2,430.00	.00	
226	O'RYAN CLEANERS	1000805-05-31	DRY CLEANING	05/31/2019	105.15	.00	
Total 226:					105.15	.00	
3222	OTIS ELEVATOR COMPANY	SH05567619	SERVICE CONTRACT 06/01/19	05/20/2019	244.62	.00	
Total 3222:					244.62	.00	
4398	PALAZZOLO, MICHAEL	061219	TRAVEL EXPENSES	06/12/2019	231.25	.00	
4398	PALAZZOLO, MICHAEL	061319	TRAVEL EXPENSES	06/12/2019	586.24	.00	
Total 4398:					817.49	.00	
5611	Palomino LLC	060319	RESTITUTION	06/03/2019	1,926.49	.00	
Total 5611:					1,926.49	.00	
5707	PERFORM PRINTING INC	P 1057	BUSINESS CARDS	06/10/2019	63.85	.00	
Total 5707:					63.85	.00	
4550	PORTER'S OFFICE PRODUCTS	729104-0	OFFICE SUPPLIES	05/29/2019	72.47	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4550:					72.47	.00	
401	POST REGISTER	148301	HELP WANTED ADS	05/31/2019	418.00	.00	
401	POST REGISTER	148301	START DRIVER AD	05/31/2019	260.82	.00	
Total 401:					678.82	.00	
262	PRAZMA PAINT & AUTO BODY	17301	SERVICE ON: WESTERN STAR	10/25/2018	3,943.98	.00	
262	PRAZMA PAINT & AUTO BODY	17842	SERVICE ITEM: 15 CHEVY CITY	05/13/2019	1,513.38	.00	
Total 262:					5,457.36	.00	
4922	PREMIER VEHICLE INSTALLATI	29971	EQUIPMENT MNT, FRTM ARRO	05/14/2019	500.14	.00	
Total 4922:					500.14	.00	
6454	PROCTOR, CJ	061119	HORSE LEASE	06/11/2019	175.00	.00	
Total 6454:					175.00	.00	
532	QUICK BROWN FOX LLC	3640	SUMMER SEASON PASSES	05/14/2019	550.00	550.00	06/04/2019
Total 532:					550.00	550.00	
3761	RAE, JOSHUA	102	MOUNTAIN TRAILS GALLERY B	06/11/2019	1,300.00	.00	
3761	RAE, JOSHUA	52	BOARDWALK- WELLS FARGO C	06/11/2019	7,500.00	.00	
Total 3761:					8,800.00	.00	
6429	RAZORBACK EXCAVATION INC	2148	PROJ: FAIR GROUNDS- 2019 S	05/28/2019	21,485.00	.00	
Total 6429:					21,485.00	.00	
552	RENDEZVOUS ENGINEERING,	21102	JOB #: 17-010- TASK 8 SURVEY/	05/31/2019	679.55	.00	
Total 552:					679.55	.00	
4198	RESPOND FIRST AID SYSTEMS	137683	FIRST AID KIT SUPPLIES	06/03/2019	34.25	.00	
Total 4198:					34.25	.00	
4125	ROSS CONCRETE CONST LLC	061219	PROJ: SNOW KING & BROADW	06/12/2019	1,980.00	.00	
4125	ROSS CONCRETE CONST LLC	1/3 WELLS FA	PROJ: 110 CENTER ST: 80 LINE	06/09/2019	5,000.00	.00	
Total 4125:					6,980.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	1316533	SPRING CLEAN UP LAWN, MO	05/31/2019	400.25	.00	
5812	RUI INC. DBA VILLAGE GARDN	1316552	SPRING CLEAN UP- SPRINKLE	05/31/2019	558.25	.00	
5812	RUI INC. DBA VILLAGE GARDN	1316559	SPRING CLEAN UP, LAWN MAI	05/31/2019	239.40	.00	
5812	RUI INC. DBA VILLAGE GARDN	1316561	SPRING CLEAN UP LAWN/ WIL	05/31/2019	172.10	.00	
5812	RUI INC. DBA VILLAGE GARDN	1316567	SPRING CLEAN UP, LAWN MAI	05/31/2019	602.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	1316617	SPRINKLER START UP @ 685 &	05/31/2019	119.00	.00	
Total 5812:					2,091.00	.00	
2597	RUSCHILL, RUSSELL	061119	HORSE LEASE	06/11/2019	700.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2597:					700.00	.00	
5020	SCARLETT, SEAN	060319	BOND RETURN	06/03/2019	5,000.00	.00	
Total 5020:					5,000.00	.00	
4691	SCHOW'S TRUCK CENTER	C005042844:0	DRUM	05/13/2019	346.00	.00	
Total 4691:					346.00	.00	
6323	SHELL EQUIPMENT COMPANY	1030	BID 19-09- BESTWAY	05/14/2019	66,739.00	.00	
Total 6323:					66,739.00	.00	
4359	SHERWIN-WILLIAMS CO.	6682-7	20" RAC5 TIP EXT	05/16/2019	40.99	.00	
4359	SHERWIN-WILLIAMS CO.	6735-3	STFS RD, WHT, YL, BLUE, GRE	05/17/2019	1,697.40	.00	
4359	SHERWIN-WILLIAMS CO.	7163-7	PAINT	05/28/2019	130.00	.00	
Total 4359:					1,868.39	.00	
4720	SILVERSTAR	2200502	MONTHLY SERVICES	06/01/2019	35.67	.00	
4720	SILVERSTAR	2200502	MONTHLY SERVICES	06/01/2019	2,017.34	.00	
4720	SILVERSTAR	2200502	MONTHLY SERVICES	06/01/2019	260.00	.00	
Total 4720:					2,313.01	.00	
236	SMITH POWER PRODUCTS,INC	3080217	FRT, SEAL RING, THROTT, COR	04/25/2019	192.14	.00	
Total 236:					192.14	.00	
1605	SMITH, G. TODD	052019	TUITON REIMBURSEMENT	05/20/2019	715.50	715.50	06/04/2019
Total 1605:					715.50	715.50	
3452	SMITH, MARK	061019	DOT REIMBURSE	06/10/2019	155.00	.00	
Total 3452:					155.00	.00	
5632	SNAKE RIVER MEP COMPLETE,	3584	SPUBLIC WORK STREET LIGHT	05/23/2019	778.25	.00	
5632	SNAKE RIVER MEP COMPLETE,	3594	ADJUST EXHUAUST FLUES AT P	06/03/2019	1,314.00	.00	
Total 5632:					2,092.25	.00	
4699	SNAKE RIVER ROASTING	608958	COFFEE- MAIN PW SHOP	05/30/2019	48.45	.00	
4699	SNAKE RIVER ROASTING	608965	COFEE	05/30/2019	101.75	.00	
4699	SNAKE RIVER ROASTING	608979	COFFEE	06/03/2019	29.94	.00	
4699	SNAKE RIVER ROASTING	609009	PAPER FILTERS- STREET SHO	06/03/2019	19.00	.00	
4699	SNAKE RIVER ROASTING	609241	COFFEE	06/11/2019	101.75	.00	
Total 4699:					300.89	.00	
4752	SPECIALTY CONSTRUCTION S	0184979-IN	PAINT WHITE MARKING, FLO Y	05/30/2019	181.92	.00	
Total 4752:					181.92	.00	
6211	SPENCE, FOREST	053119	deposit for 940 simon	05/31/2019	1,500.00	1,500.00	06/07/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6211:					1,500.00	1,500.00	
1505	SPRING CREEK ANIMAL HOSPI	624962558	ANIMAL CARE	05/07/2019	144.95	.00	
1505	SPRING CREEK ANIMAL HOSPI	624963402	STAPLE REMOVAL	05/23/2019	43.99	.00	
Total 1505:					188.94	.00	
5260	STEPHENS, SHAWN	061119	TRAVEL EXPENSES	06/12/2019	258.03	.00	
5260	STEPHENS, SHAWN	061319	TRAVEL EXPENSES	06/13/2019	462.03	.00	
Total 5260:					720.06	.00	
1054	SUNRISE ENVIRONMENTAL	98145	ENVIRO-SOLVE, REMEDEZE	05/22/2019	2,911.86	.00	
Total 1054:					2,911.86	.00	
4990	Swagit Productions, LLC	13110	VIDEO STREAMING	05/31/2019	1,775.00	.00	
Total 4990:					1,775.00	.00	
4514	TEAM LABORATORY CHEMICA	INV0016280	FINE ROAD PATCH (50 BAGS)	05/31/2019	862.50	.00	
Total 4514:					862.50	.00	
405	TETON COUNTY FAIR BOARD	1535	HERITAGE ARENA LIGHTS	05/10/2019	200.00	.00	
Total 405:					200.00	.00	
581	TETON COUNTY INTEGRATED	4116	FLUORESCENT BULB DISPOSA	06/04/2019	45.00	.00	
Total 581:					45.00	.00	
55	TETON COUNTY SHERIFF'S-JAI	537	MAY INMATES	06/05/2019	720.00	.00	
Total 55:					720.00	.00	
1355	TETON COUNTY TRANSFER ST	415165	TRASH	06/06/2019	110.00	.00	
1355	TETON COUNTY TRANSFER ST	415168	TRASH	06/06/2019	31.00	.00	
Total 1355:					141.00	.00	
5977	TETON EXCAVATION LLC	100	EQUIPMENT, SERVICE, PRODU	06/05/2019	2,694.00	.00	
Total 5977:					2,694.00	.00	
268	TETON MOTORS INC	205005015	PANEL SIDE	05/16/2019	8.10	.00	
268	TETON MOTORS INC	5090256	BOOSTER	04/29/2019	303.59	.00	
268	TETON MOTORS INC	5090274	TRIM	04/30/2019	461.97	.00	
268	TETON MOTORS INC	5090402	CONDENSER	05/09/2019	146.28	.00	
268	TETON MOTORS INC	5090409	SEAL	05/09/2019	13.09	.00	
268	TETON MOTORS INC	5090448	SENSOR	05/13/2019	239.04	.00	
268	TETON MOTORS INC	5090453	GENERATOR	05/13/2019	324.40	.00	
268	TETON MOTORS INC	5090488	SENSOR	05/15/2019	59.74	.00	
268	TETON MOTORS INC	5090492	SENSRO	05/15/2019	59.74	.00	
268	TETON MOTORS INC	5090517	PAD	05/16/2019	91.42	.00	
268	TETON MOTORS INC	5090527	RADIATOR, OUTLET	05/17/2019	388.31	.00	
268	TETON MOTORS INC	5090528	COOLANT	05/17/2019	31.30	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 268:					2,126.98	.00	
5846	TETON TOOLS LLC	05071917335	IMPACT WRENCH	05/17/2019	132.50	.00	
5846	TETON TOOLS LLC	05141917444	MATERIAL 4X IMPACT	05/14/2019	57.50	.00	
Total 5846:					190.00	.00	
5850	THOMPSON, KELLY	061119	HOT DOG ROAST SUPPLIES	06/11/2019	200.00	.00	
Total 5850:					200.00	.00	
3955	THOMSON WEST	840357415	WEST GROUP WESTLAW CHA	06/01/2019	796.81	.00	
3955	THOMSON WEST	840357415	WEST INFORMATION CHARGE	06/01/2019	398.40	.00	
Total 3955:					1,195.21	.00	
70	THYSSEN KRUPP ELEVATOR C	3004630786	GOLD- FULL MAINTENANCE SE	06/01/2019	297.86	.00	
Total 70:					297.86	.00	
3527	UPS	0000129VW42	SHIPPING CHARGE-POLICE	05/25/2019	30.64	.00	
3527	UPS	0000129VW42	SHIPPING CHARGE-POLICE	06/01/2019	11.77	.00	
Total 3527:					42.41	.00	
706	USA BLUE BOOK	903479	10' HEAVY DUTY SERVICE VAL	05/22/2019	982.37	.00	
Total 706:					982.37	.00	
4848	WAMCO LAB, INC.	13841	EFFLUENT ACUTE TOXICITY T	05/23/2019	350.00	.00	
Total 4848:					350.00	.00	
4320	WARNER TRUCK CENTER	X101267237:0	COVER PLATE GASKET	03/26/2019	61.22	.00	
4320	WARNER TRUCK CENTER	X101279648:0	INSULATION CONNECTION, MO	05/06/2019	39.95	.00	
4320	WARNER TRUCK CENTER	X101279648:0	INSULATION CONNECTION, MO	05/07/2019	106.18	.00	
4320	WARNER TRUCK CENTER	X101279648:0	CONNECTION INSULATION	05/21/2019	13.62	.00	
4320	WARNER TRUCK CENTER	X101281846:0	CREDIT: RETURN TURBOCHAR	05/13/2019	1,145.94	.00	
4320	WARNER TRUCK CENTER	X101282045:0	EXHUAUST MANIFOLD GASKET	05/13/2019	19.46	.00	
4320	WARNER TRUCK CENTER	X101282045:0	EXHAUST MANIFOLD GASKET	05/13/2019	48.65	.00	
4320	WARNER TRUCK CENTER	X101282188:0	AIR FULE THROTTLE VALVE	05/14/2019	180.34	.00	
4320	WARNER TRUCK CENTER	X101284154:0	CRANKCASE FILTER, CRANK C	05/20/2019	732.10	.00	
4320	WARNER TRUCK CENTER	X10281331:01	WATER PUMP KIT, TURBO CHA	05/10/2019	5,224.05	.00	
Total 4320:					5,279.63	.00	
5149	WAVINGATYOU.COM	237601	OUTDORR FLAG, RETAINER RI	05/23/2019	110.00	.00	
Total 5149:					110.00	.00	
192	WEBER, MICHELLE	061119	HORSE LEASE	06/11/2019	700.00	.00	
Total 192:					700.00	.00	
563	WESTBANK SANITATION	3139602	WWTP- TRASH SERVICE FOR	06/01/2019	625.64	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 563:					625.64	.00	
1640	WESTERN STATES	IN000956023	GRILL FRAME	04/23/2019	430.77	.00	
1640	WESTERN STATES	IN000975125	SEAL O RING	05/13/2019	38.04	.00	
1640	WESTERN STATES	IN000983581	ENVIR FEE, OUTSIDE HAULER	05/22/2019	8,279.00	.00	
Total 1640:					8,747.81	.00	
2802	WESTWOOD CURTIS	18-903 #9	PROJ: 18-903 SNOW KING EST	06/07/2019	1,746.37	.00	
2802	WESTWOOD CURTIS	18-903 #9	PROJ: 18-903 SNOW KING EST	06/07/2019	22,972.17	.00	
2802	WESTWOOD CURTIS	18-903 #9	PROJ: 18-903 SNOW KING EST	06/07/2019	40,464.03	.00	
2802	WESTWOOD CURTIS	19-901 #2	PROJ: 19-16- PUBLIC WORKS S	06/07/2019	7,597.58	.00	
2802	WESTWOOD CURTIS	19-903 #1	PROJ: 19-903- TOJ- ASPEN HILL	06/07/2019	44,149.05	.00	
Total 2802:					116,929.20	.00	
472	WHITE GLOVE CLEANING, INC.	11167M8	MOVEOUT CLEANING @ 145A	06/04/2019	194.00	.00	
472	WHITE GLOVE CLEANING, INC.	11173M9	CLEAN SHELTERS	05/31/2019	1,333.13	.00	
472	WHITE GLOVE CLEANING, INC.	11182M8	HOUSE CLEANING @ 120 G ME	06/11/2019	145.50	.00	
472	WHITE GLOVE CLEANING, INC.	3628	WINDOW CLEANING	02/28/2019	546.36	.00	
Total 472:					2,218.99	.00	
6441	WILLIAMS, PORTER, DAY & NE	061319	PROFESSIONAL SERVICES	06/13/2019	1,230.00	.00	
Total 6441:					1,230.00	.00	
5489	WRENCH IT PLUMBING & HEAT	5487	LOWER LEVEL PROJ @149 E P	03/26/2019	2,636.73	2,636.73	06/04/2019
5489	WRENCH IT PLUMBING & HEAT	5492	REPAIR LEAKY RESTROOM	04/05/2019	172.11	172.11	06/04/2019
5489	WRENCH IT PLUMBING & HEAT	5494	REPAIR LEAKING DISCHARGE	04/05/2019	223.97	223.97	06/04/2019
5489	WRENCH IT PLUMBING & HEAT	5496	INSTALL NEW GARBAGE DISP	04/05/2019	258.65	258.65	06/04/2019
5489	WRENCH IT PLUMBING & HEAT	5680	REPAIR LEAKY TOILET. REMOV	06/03/2019	127.75	.00	
Total 5489:					3,419.21	3,291.46	
3619	WY CHILD SUPPORT ENFORCE	060619	case #209790 GALLEGHER	06/06/2019	146.76	146.76	06/05/2019
3619	WY CHILD SUPPORT ENFORCE	060619	case #230073 cORONA	06/06/2019	745.50	745.50	06/05/2019
Total 3619:					892.26	892.26	
4139	WY WORKERS' SAFETY & COM	06032019	JUNE PREMIUM	06/03/2019	9,080.89	9,080.89	06/03/2019
Total 4139:					9,080.89	9,080.89	
1767	WYOMING DEPARTMENT OF T	0000109417	P6 CITATONS	05/29/2019	117.79	.00	
Total 1767:					117.79	.00	
6242	WYOMING LAW ENFORCEMEN	061019	OFFICER ED TRAINING 27 @ 5	06/10/2019	135.00	.00	
Total 6242:					135.00	.00	
329	WYOMING RETIREMENT SYST	175730	MAY CONTRIBUTIONS	06/07/2019	29,969.30	29,969.30	06/07/2019
329	WYOMING RETIREMENT SYST	175731	MAY CONTRIBUTIONS	06/07/2019	27,872.58	27,872.58	06/07/2019
329	WYOMING RETIREMENT SYST	175732	MAY CONTRIBUTIONS	06/07/2019	39,034.01	39,034.01	06/07/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 329:					96,875.89	96,875.89	
5839	WYOMING WATER ASSOCIATI	2019 RENEWA	2019 MEMBERSHIP AND RENE	06/06/2019	500.00	.00	
Total 5839:					500.00	.00	
1764	WYOMING.COM INC	1876372	DOMAIN HOSTING	05/05/2019	5.00	.00	
1764	WYOMING.COM INC	1881910	DOMAIN HOSTING	06/05/2019	5.00	.00	
Total 1764:					10.00	.00	
2179	XEROX CORPORATION	097104706	CONTRACT COPIER	06/01/2019	82.79	.00	
2179	XEROX CORPORATION	097104707	CONTRACT COPIER	06/01/2019	226.49	.00	
2179	XEROX CORPORATION	097104708	CONTRACT COPIER	06/01/2019	236.24	.00	
2179	XEROX CORPORATION	097104709	CONTRACT COPIER	06/01/2019	20.67	.00	
2179	XEROX CORPORATION	097104728	CONTRACT COPIER	06/01/2019	73.27	.00	
Total 2179:					639.46	.00	
2842	YELLOW IRON EXCAVATION, L	37017	TRASH REMOVAL MAY 2019 @	05/31/2019	70.00	.00	
2842	YELLOW IRON EXCAVATION, L	37127	TRASH REMOVAL MAY 2019 @	05/31/2019	120.00	.00	
2842	YELLOW IRON EXCAVATION, L	37128	TRASH REMOVAL @ SHELTER	05/31/2019	155.00	.00	
2842	YELLOW IRON EXCAVATION, L	37129	TRASH REMOVAL MAY 2019 @	05/31/2019	200.00	.00	
2842	YELLOW IRON EXCAVATION, L	37130	TRASH REMOVAL MAY 2019 @	05/31/2019	325.00	.00	
2842	YELLOW IRON EXCAVATION, L	37131	TRASH REMOVAL MAY 2019 @	05/31/2019	200.00	.00	
Total 2842:					1,070.00	.00	
Grand Totals:					724,817.93	123,237.30	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
--------	-------------	----------------	-------------	--------------	--------------------	-------------	-----------

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY REPORT TO THE MAYOR AND THE TOWN COUNCIL
FOR THE MONTH OF MAY, 2019**

During the month of May, the court received \$28,851 in fines, fees, and forfeitures.
430 new cases were docketed: 333 parking citations, 97 summons
31 cases were dismissed: 6 parking violations

The abbreviations used below are: BF=forfeiture, GP=pled guilty, NC= nolo contendere, G=found guilty at trial, NG=found not guilty at Trial,
R=restitution, CS=community service, DP=deferred prosecution, D=dismissed, D-TS=dismissed for traffic school,
DA=deferred adjudication

CLOSED CASES

<u>NAME</u>	<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
ANDRADE BOCARDO, ALBERTO	186001117AB	No Driver's license	BF	135
ARMINGTON, ELLIOT DEROSE	186006651AA	Speeding urban - 50/30 mph zone	BF	215
BARTLETT, THOMAS C	186001500AB	Failure to maintain liability coverage	D-Valid Info Provided	0
BASKETTE, ANGELA MARIE	00520M	Criminal trespass	BF	110
BAUER, JORDAN DIANA	186001159AB	Minor in bar/use fake ID to obtain alcohol	D-DP	0
BERNAL, REBEKAH O	186001367AB	Failure to stop at a red light	BF	135
BILLINSON, JACOB ROLAND	186001086AB	Speeding 47/30	BF	130
BOWER, MEREDITH AMY	186001299AB	Failure to maintain liability coverage	D-Valid Info Provided	0
BRUNO, PAUL DAMION	186006652AA	Speeding urban - 45/30 mph zone	BF	187
BYRD, CARLY ADELE	186001151AB	Speed Limits Generally 43/30	BF	166
CAPPARELLI, SAMUEL ROBERT	186001415AB	Speed Limits Generally 43/30	BF	166
CASTILLO HERNANDEZ, EVODIO	186001001AB	Speed Limits Generally 45/30	BF	180
CASTRO, DIEGO ISMAEL	186001394AB	Speed Limits Generally 46/30	BF	187
COURTNEY, JOHN PATRICK	186001112AB	Speeding urban - 49/30 mph zone	BF	208
DANUT, RALUCA A	186001355AB	No Driver's license	BF	420
DAVIDSON, JOHN HOUSTON	186001156AB	Speed Limits Generally 40/25	BF	180
DEGMAN, MATTHEW LLOYD	186000999AB	Failure to yield ROW approaching intersections	BF	85
DEWITZ, ALEXANDER HUNTER	00654M	Public intoxication	BF	110
DICKS, TRENT LEE	186000552AB	Stop Sign Violation	BF	135
DOERNER, CORINNE MARIE	03810L	Minor in bar/use fake ID to obtain alcohol	D-DP	0
DOERNER, CORINNE MARIE	03811L	Minor in possession alcohol	D-DP	0
DRAYTON, CAROLINE RUSH	186006654AA	Speeding urban - 45/30 mph zone	BF	180
EDGEWORTH, GARY JACK	186006658AA	No display of current registration	BF	125
EDGEWORTH, GARY JACK	186006657AA	Speeding urban - 45/30 mph zone	BF	180
ENCINA OLIVARES, MATIAS F	186001167AB	Driver & Passenger Req. to wear seat belt	BF	25
FEUZ, CHRISTINA SUZANNE	186001157AB	Speed Limits Generally	BF	159
GARCIA-SANCHEZ, JORGE GIOVANNI	186001080AB	Failure to maintain liability coverage	BF	275
GARRETT, ELEANOR HOGG	186003045AA	Speeding urban - 42/30 mph zone	BF	159
GEDGAUDAS-MCCLEES, RITA KRISTINA	186001420AB	Use of cell phone while driving prohibited	BF	65
GELDERBLOEM, HENRY JOHN	186001389AB	Stop Sign Violation	BF	125
GIRON NOVA, GERSON	94102J	DUI	GPFINE	810
GOFF, BRIAN DARWIN	00210M	Following too Close	BF	85
GONZALES, EDWARD ABEL	186001416AB	Speed Limits Generally 47/30	BF	194
GOULD HONENAS, AMANDA M	186000991AB	Public intoxication	BF	110
GREENWOOD, KARLIE J	186006661AA	Use of cell phone while driving prohibited	BF	65
GREENWOOD, KARLIE J	186006662AA	Failure to maintain liability coverage	D-Valid Info Provided	0
HATTEN, LYNN ALLAN	186001429AB	Animals at Large	BF	100
HERNANDEZ MARIN, JOSE AMILCAR	186001332AB	Marijuana: use and/or possession	BF	150
HUNTER, DANIELLE ANN	186001323AB	Failure to Appear	D-Per Town's Motion	0
JENKINS, TRENT R	00540M	Careless driving	BF	100
JIMENEZ MEJIA, GUILLERMINA	19448K	Limitations on Backing	BF	75
JOHANSEN, CHRISTIAN M	186003044AA	Failure to maintain liability coverage	D-Valid Info Provided	0
JOHNSON, RICHARD	186001110AB	Speeding urban - 46/30 mph zone	D-Per Town's Motion	0
KANIA, ALYSSA J	186001227AB	Speed Limits Generally 50/30	BF	225
KOCHANOWSKI, THOMAS J	00629M	Minor in bar/use fake ID to obtain alcohol	D-DP	0
KOCHANOWSKI, THOMAS J	00628M	Minor in possession alcohol	D-DP	0
KOR, ARLAN JEFFERY	186001400AB	Wrong way on one-way street	BF	120
LACY, SCOTT CHRISTOPHER	186000269AB	Stop Sign Violation	D-TS	0
LEE, ALEXANDER SILIN	03143L	Driving/Control of vehicle while intox	DA-Under W.S.S. 7-13-301	0
LITTLE, NICHOLAS GRANT	03931L	Public intoxication	D-Per Town's Motion	0
LOFTUS, SCOTT E.	06231M	Public intoxication	BF	110
LOPEZ HERNANDEZ, BRAULIO	186001376AB	Failure to maintain liability coverage	D-Valid Info Provided	0
LUCAS-LOPEZ, SERGIO	19449K	No Driver's license	BF	420

MADIGAN, TERRANCE P	186001302AB	Criminal trespass	BF	100
MADIGAN, TERRANCE P	186001303AB	Interference with Police Department	BF	100
MARSDEN, AARON DADE	186001165AB	Speed Limits Generally 44/30	BF	183
MARTINEZ CARRILLO, SANDRA	186001395AB	Speed Limits Generally 26/20	BF	155
MARTINEZ CARRILLO, SANDRA	186001076AB	Stop Sign Violation	D-DP	0
MCINTOSH, DOYEN	186001391AB	Speed Limits Generally 46/30	BF	187
MEAGHER, JENNIFER A	186001392AB	Use of cell phone while driving prohibited	BF	75
MILLER, POLLY LOUISE	186001455AB	Speed Limits Generally 40/30	BF	125
MORALES, CHRISTIAN	186001527AB	Public intoxication	BF	110
OCAMPO, JUAN DAVID	186001341AB	Limitations on Backing	BF	85
OCHOA, JESUS RENATO	186000272AB	Speeding urban - 43/30 mph zone	D-TS	0
OLSEN, SHALEEN SUE	186001102AB	Interference with Police Department	BF	500
OLSON, ANDERS MCKINLEY	186005193AA	Failure to maintain liability coverage	D-Valid Info Provided	0
PALMER, JOAN RAMSAY	186005191AA	Passing a school Bus	BF	425
PAVEZ, PILAR N	186001322AB	Speeding urban - 44/30 mph zone	BF	173
PINGUE, ERROL	186001390AB	Failure to stop at a red light	BF	135
RADAELLI, CRISTINA	186001581AB	Exhibition of speed or acceleration	BF	300
RAMIREZ, PEDRO OMAR	03406L	No Driver's license	D-Per Town's Motion	0
RANKIN, ELIZABETH N	186001141AB	Interference w/DP: Resisting officer	D-DP	0
RANKIN, ELIZABETH N	186001140AB	MUI/MIP (18-20 year old)	D-DP	0
RECTANUS, NATHAN DANIEL	186001393AB	No display of current registration	BF	62.5
REZIN, JESSE THOMAS	186001115AB	Use of cell phone while driving prohibited	BF	65
ROBERTS, CONVERSE FALCON	186000348AB	Following too Close	D-Per Town's Motion	0
ROBERTS, MARY MAUREEN	186001015AB	Failure to maintain liability coverage	D-Valid Info Provided	0
ROBU, ANDREEA MADALINA	186001508AB	Stop Sign Violation	BF	125
RUBIO, MARCELO MARTINEZ	186005029AA	No Driver's license	BF	420
SCHMIDT, JILL KRISTIN	186001388AB	Speed Limits Generally 42/30	BF	159
SMITH, JULIA B	186001257AB	Failure to Obey Traffic Control Device	BF	125
SPINK, ALEXA JOY	186001237AB	Minor in possession alcohol	D-DP	0
STALKER, ANNE GOODE	186006552AA	Failure to yield ROW	BF	85
TERZI, NICOLE	186000987AB	Minor in possession alcohol	D-DP	0
TOLSON, DANIEL BRIAN	186006659AA	Speeding urban - 43/30 mph zone	BF	166
TOZZI, JOHN RAYMOND	186006554AA	Stop Sign Violation	BF	125
TURNLEY, REBECCA IVY	186001114AB	Following too Close	BF	85
TZOMPA, FELIPE NONE	186001113AB	Stop Sign Violation	BF	135
VANDERVELDE, PHILLIP RAYMOND	186000986AB	Use of cell phone while driving prohibited	BF	75
VARGAS-PEREZ, RODOLFO	186001411AB	No Driver's license	BF	420
VINCENT, AMELIA LOUISE	03742L	Failure to yield ROW	D-TS	0
WARREN, KIDD RAY	186005192AA	Failure to stop at a red light	BF	125
WERNER, ROBERT PAUL	186001371AB	Speed Limits Generally 43/30	D-Per Town's Motion	0
WILSON, THOMAS J	186001169AB	Required position & method of turning at intersections	BF	75
XIE, FANGZHENG	186001417AB	MPH over limit Bond 48/25	BF	283



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: START

PRESENTER: Darren Brugmann

MEETING DATE: June 17, 2019

SUBJECT: Contract for START 2020-2025 Route Plan with LSC Transportation Consultants, Inc.

STATEMENT/PURPOSE

Approval of the Professional Services Agreement for the START 2020-2025 Route Plan to LSC Transportation Consultants, Inc. for an amount not to exceed \$97,840.

BACKGROUND/ALTERNATIVES

On May 17, County Commissioners and Town Council unanimously approved the award of RFP 19-20 to LSC Consultants.

On February 27, 2019 START released request for proposals for the completion of a 2020-2025 Route Plan. The purpose of the 2020-2025 Route Plan is to evaluate alternative routing options utilizing existing START resources – about 63,000 bus hours per year. While the Integrated Transportation Plan (ITP) establishes a long-term strategic transit plan for START (see Chapter 2 of the ITP), the short-term need is evaluation of routing alternatives in order to maximize the efficiency of existing resources. The expansions to START that are called for in the ITP shall also be considered in the 2020-2025 Route Plan to provide as much synergy as possible.

The expectation is that the recommended 2020-2025 Route Plan will be delivered by February 2020, in order that it can be considered for FY2021 Budget process and adoption in time for the 2020 summer route schedule to be adjusted accordingly.

Proposals were submitted by LSC Transportation Consultants (Colorado Springs, CO), Nelson/Nygaard Consulting Associates (Seattle, WA), and KFH Group (Bethesda, MD). All 3 proposals are from well-known transit planning firms with experience all over the country. The proposals were reviewed based on approach, experience, staff, and availability.

The proposals were reviewed by a committee of Darren Brugmann, Cathy Kehr, Amy Ramage, Jared Smith, and Alex Norton. Following the initial review by the group, interviews with LSC and KFH were conducted by Darren Brugmann and Alex Norton.

The recommended proposal is the LSC proposal. The START Director finds it to be the most responsive to the RFP and finds the LSC experience to be the most relevant to the community. The LSC scope phases and deliverables are summarized below.

1. Project Management and Coordination
 - Kick-off meeting to finalize work plan, schedule, community familiarization
 - Five Advisory Committee meetings (all in-person) coordinated with particular deliverables and project activities (see Project Schedule)
 - Bi-weekly project status updates; meeting agendas and notes
2. Public Engagement
 - Stakeholder interviews
 - Project website

- Community survey
 - LSC onsite visit to conduct survey efforts
 - Community route options workshop
 - Online survey regarding the route options
 - Advisory Committee meetings to review plans and public input
 - Presentation of Draft Recommended Alternative Route Plan
3. Evaluation of Existing Routes
 - Interim Report #1: Existing Service Analysis including:
 4. Development of Route Alternatives
 - Memo on Alternatives to the Advisory Committee
 5. Technical Analysis of Route Alternatives
 - Interim Report #2 on Route Alternatives and Technical Analysis (report incorporates Tasks 4 and 5)
 6. Draft and Final Recommended Alternative
 - Draft and Final Recommended 2020-2025 Route Plan
 - On-site presentation of Draft to Advisory Committee and appropriate decision-makers

COMPREHENSIVE PLAN ALIGNMENT

The START 2020-2025 Route Plan addresses 8 of the 16 transit development actions identified in the ITP – the ITP is a product of Policy 7.1.a and Strategy 7.1.S.1 of the Comprehensive Plan. The START 2020-2025 Route Plan will be funded by a local match of an FTA grant, implementing Strategy 7.1.S.3 of the Comprehensive Plan.

STAKEHOLDER ANALYSIS

Part of the START 2020-2025 Route Plan will be to engage all stakeholders including current, riders, drivers, and decision makers as well as identification of currently unmet needs. The START Board reviewed the recommendation from the Evaluation Committee and concurs with the START Director's recommendation.

FISCAL IMPACT

The LSC proposal is for a not-to-exceed amount of \$97,840. START has received an FTA grant that will cover 80% of the 2020-2025 Route Plan. Therefore the \$78,272 of cost will be reimbursed by the grant and the net local cost will only be \$19,568. START has included these funds in its requested FY20 budget (funds will be expended in FY20) and is included with Town Managers recommended FY20 Budget.

STAFF IMPACT

The START 2020-2025 Route Plan will require extensive START director resources to manage the contract as well as other START and Town staff participation in the information gathering and alternatives analysis phases of the plan.

LEGAL REVIEW

Town Legal has reviewed the contract and asked for alterations that were agreed upon by the vendor. Contract is approved by legal as presented.

ATTACHMENTS

- Contract with LSC Consultants

RECOMMENDATION

The START Director recommends approval of the START 2020-2025 Route Plan Contract with LSC Transportation Consultants, Inc.

SUGGESTED MOTION

I move to approve the contract with LSC Transportation Consultants, Inc. to complete START route plans for 2020-2025, in an amount not to exceed \$97,840.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
LSC TRANSPORTATION CONSULTANTS, INC.
AND
TOWN OF JACKSON, WYOMING**

This Agreement for Professional Services, hereinafter "Agreement," is made this ____ day of 2019, ____ by Town of Jackson, Wyoming, hereinafter "CLIENT," and LSC Transportation Consultants, Inc., hereinafter "LSC," (together "Parties") for the purpose of providing services related to the Southern Teton Area Rapid Transit, hereinafter "START," Bus RFP# 19-20 for the 2020-2025 ROUTE PLAN, hereinafter "Project," to be conducted by LSC for CLIENT.

1. Employment of Contractor

CLIENT hereby agrees to engage LSC, and LSC hereby agrees to perform the services hereinafter set forth.

2. Dispute Resolution

In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, CLIENT and LSC agree to attempt to resolve such disputes in the following manner:

First, CLIENT and LSC agree that they shall attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal non-binding mediation conducted in accordance with rules and procedures to be agreed upon by the Parties.

Third, the Parties reserve the right to seek redress in the courts of the State of Wyoming, under which this Agreement shall be construed, performed and enforced in accordance with, and governed by. Venue shall lie in Teton County, Wyoming.

3. Scope of Services and Ownership of Work Product

LSC shall do, perform, and carry out in a good and professional manner the services described in Exhibit A according to the timeline described in Exhibit B, both of which are attached hereto and made a part thereof. LSC assigns to CLIENT all right, title and interest in and to any work product created by LSC, or to which LSC contributes, pursuant to this Agreement (the "Work Product"). LSC reserves the right to use the work product for future use in marketing materials or reference for future projects.

4. Fee and Payment

The maximum fee under this Agreement is Ninety-Seven Thousand and Eight Hundred and Forty Dollars (\$97,840), as described in Exhibit C, which amount shall not be exceeded without prior written approval of CLIENT, in the form of an amendment or change order to this Agreement.

LSC will submit invoices to CLIENT monthly. Invoices shall include actual costs incurred directly attributable to LSC's work for CLIENT. CLIENT will pay invoiced amounts within thirty (30) days of receipt. Additional

Agreement for Professional Services between
LSC Transportation Consultants, Inc. and Town of Jackson, WY START Bus

costs for items not anticipated or included in Exhibit C of this Agreement will be paid for by CLIENT only upon written consent from the CLIENT.

5. Changes

- (A) CLIENT may at any time, by a written order, make changes, within the general scope of this Agreement. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by any such order, an equitable adjustment shall be made in writing
- (B) The parties hereto agree that any modification or change in any aspect of this Agreement must be accomplished in writing and signed by both parties before it is considered a contract requirement.
- (C) No-cost time schedule extensions supported by appropriate documentation submitted by LSC may be considered by CLIENT if LSC specifies the revised Period of Performance and the report delivery date.
- (D) Any amendment or modification of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of the Agreement.

6. Services and Materials to be Furnished by CLIENT

CLIENT shall furnish LSC with all available information, data, and material necessary and pertinent to the execution of the Agreement.

7. Termination of Contract

This Agreement may be terminated for convenience by the CLIENT upon thirty (30) days written notice. LSC shall be paid its compensable costs as outlined in Section 4 above, including justified close-out costs, and proportional fee for work performed up to the time of termination as covered by this Agreement less payments for compensation previously made. LSC shall submit its termination claim to CLIENT within thirty (30) days after termination.

8. Maintenance, Audit, and Inspection of Records

LSC shall maintain full and accurate records with respect to all matters covered under this Agreement, including but not limited to, records that show actual time involved in the accomplishment of the project and costs incurred.

LSC shall permit the authorized representatives of CLIENT, the Wyoming Department of Transportation, the US Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records relating to his performance under the Agreement until the expiration of three (3) years after the later of (a) termination of the FTA 5304 Grant Contract or (b) final payment under the State Contract.

LSC further agrees to include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that CLIENT, the Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after the later of (a) termination of the FTA 5304 Grant Contract or (b) final payment under the State Contract, have access to and the right to examine at proper times any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontractor. The term "subcontract" as used in this clause

Agreement for Professional Services between
LSC Transportation Consultants, Inc. and Town of Jackson, WY START Bus

excludes (1) purchase orders not exceeding Ten Thousand Dollars (\$10,000) and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

The periods of access and examination described above, for records which relate to litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of its duly authorized representatives, shall continue until such litigation, claims, or exceptions have been disposed of.

9. Interest of Members of or Delegates to Congress

No members of, or delegate to the Congress of the United States, shall be admitted to any share or part of this Agreement or to any benefit arising there from.

10. Interest of Public Officials

No member, officer, or employee of the public body or of a local public body during his tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement of the proceeds thereof.

11. Equal Employment Opportunity

In connection with the execution of this Agreement, LSC shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. LSC shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

12. Nondiscrimination-Disabled

LSC and its subcontractor(s), if any, shall not discriminate against any employee or applicant for employment in the performance of this Agreement on the basis of handicap. LSC and its subcontractor(s), if any, shall comply with the United States Department of Transportation regulation 49 CFR, part 27, "Non-discrimination on the basis of handicap in programs and activities receiving or benefitting from Federal financial assistance," which regulations are incorporated herein by reference.

13. Disadvantaged Business Enterprise

LSC agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with funds provided under this Agreement. In this regard LSC shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

14. Clean Air and Water

The Contractor agrees:

Agreement for Professional Services between
LSC Transportation Consultants, Inc. and Town of Jackson, WY START Bus

- (A) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this Contract;
- (B) That no portion of the work required by this prime Contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this Contract was awarded unless and until the EPA eliminates the name of the facility from the listing;
- (C) To use best efforts to comply with clean air standards and clean water standards at the facility in which the Contract is being performed; and,
- (D) To insert the substance of this clause into any nonexempt subcontract.

15. Completeness of Agreement

This Agreement, and any additional or supplementary documents incorporated herein by specific reference, contain all the terms and conditions agreed upon by the Parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

16. Limitation of Cost

- (A) Except as required by other provisions of this Agreement specifically citing and stated to be an exception from this clause, CLIENT shall not be obligated to reimburse LSC for costs incurred in excess of the maximum cost set forth in Section 4 unless and until 1) CLIENT was notified in writing that such cost has been increased, 2) which notice specified a revised cost which thereupon constitutes the maximum cost of performance of this Agreement and 3) CLIENT provided prior written approval for maximum cost of performance increase. In the absence of the specified notice, CLIENT shall not be obligated to reimburse LSC for any costs in excess of the cost set forth in Section 4, whether those excess costs were incurred during the course of the contract or as a result of termination.
- (B) Change orders issued pursuant to the Changes clause of this Agreement shall not be considered an authorization to LSC to exceed the estimated cost set forth in Section 4 or the Limitation of Cost set forth in Section 16 in the absence of a statement in the change order, or other contract modification, increasing the estimated cost.

17. Project Manager

LSC shall assign Jason Miller as Project Manager to direct its work on this project. No change in the Project Manager shall be made without prior written approval by CLIENT.

18. Interest of the Contractor

LSC covenants that it has presently no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. LSC further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

Agreement for Professional Services between
LSC Transportation Consultants, Inc. and Town of Jackson, WY START Bus

19. Covenant Against Contingent Fees

LSC warrants that it has not employed any person to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give CLIENT the right to terminate this Agreement, or in its discretion, to deduct from the Agreement price or consideration from the amount of such commission, percentage, brokerage or contingent fees. This warranty shall not apply to commissions payable by LSC upon contracts or sales secured or made through a bona fide established commercial or selling agency maintained by LSC for the purpose of securing business.

20. Insurance and Indemnity

(A) LSC shall acquire and maintain statutory workers' compensation insurance coverage, employer's liability and comprehensive general liability insurance coverage. LSC shall have insurance in at least the following amounts:

- | | |
|----------------------------|--|
| (1) Workers' Compensation | In accordance with the Compensation Law of the State of Wyoming. |
| (2) General Liability | \$1,000,000 including coverage for bodily injury and property damage |
| (3) Automobile Liability | |
| (a) Bodily Injury or Death | \$1,000,000 each occurrence and aggregate |
| (b) Property Damage | \$1,000,000 each occurrence and aggregate |

(B) LSC and any and all Subcontractors agree that, in performance of the work required herein, to hold harmless, indemnify and defend, CLIENT and each of its officers, agents and employees from any and all liability claims, losses or damages due to injury of LSC's or Subcontractor's employees or others arising out of or alleged to arise from LSC's or Subcontractor's negligence in the performance of the work described herein, but not including liability that may be due to the sole negligence of CLIENT, its agents or employees.

21. Captions and Titles

Captions and titles used in this Agreement shall have no bearing on the meaning or interpretation of any clause.

22. Severability

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if the remainder is in conformity with the terms and requirements of applicable laws.

23. Attorney Fees

In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement, then the substantially prevailing party shall be entitled to reasonable attorney's fees and costs.

24. Subcontractors

LSC is employing subcontractor Charlier Associates, Inc. in the performance of the work, as described in Exhibit A and enumerated in Exhibit C. LSC will not employ any additional subcontractors to perform any of the services identified in Exhibit A without the prior approval of Client.

Agreement for Professional Services between
LSC Transportation Consultants, Inc. and Town of Jackson, WY START Bus

26. Substance Abuse

LSC hereby certifies that it does comply with the U.S. DOT Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 701 et seq.

27. Contacts

Unless otherwise herein specified, all written notices, amendments and official correspondence concerning this Agreement shall be made between CLIENT and LSC at the following addresses:

For the Town of Jackson:

Town of Jackson, Wyoming
C/O: Darren R Brugmann, Town Transit Director
150 Pearl Avenue
P.O. Box 1687
Jackson, WY 83001

For LSC Transportation Consultants, Inc.:

Mr. Albert T. Stoddard III
LSC Transportation Consultants, Inc.
545 E. Pikes Peak Avenue, Suite 210
Colorado Springs, CO 81625

LSC TRANSPORTATION CONSULTANTS, INC.

By: _____
Albert T. Stoddard III, Senior Advisor

Date: _____

Town of Jackson, Wyoming

By: _____
Pete Muldoon, Mayor Town of Jackson

Date: _____

Agreement for Professional Services between
LSC Transportation Consultants, Inc. and Town of Jackson, WY START Bus

EXHIBIT A

SCOPE OF SERVICES

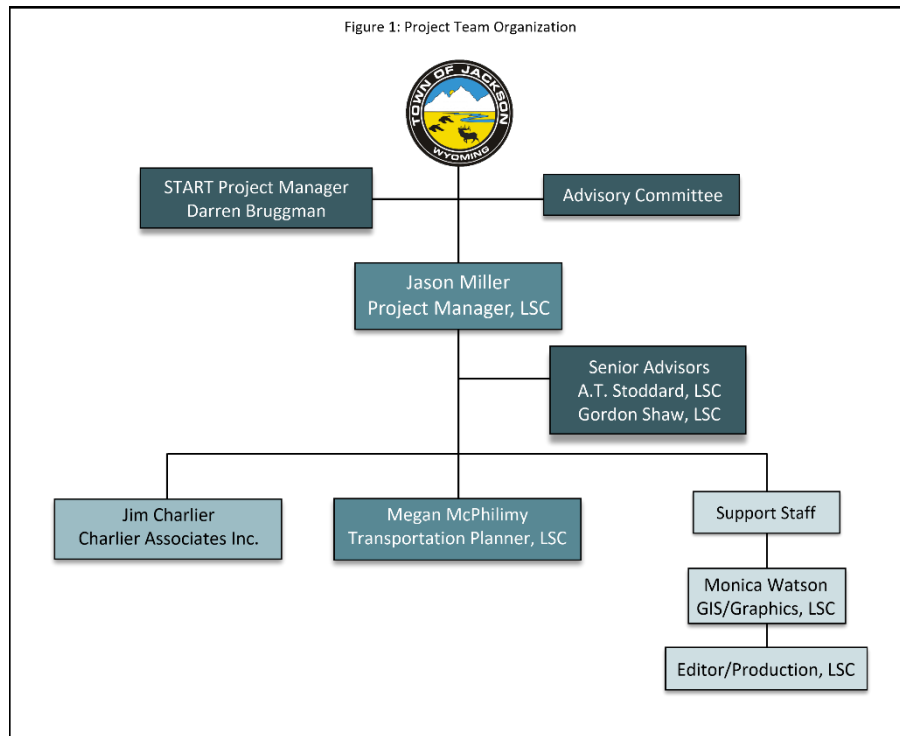
LSC Transportation Consultants, Inc. (LSC) will be the prime contractor for this project and will be solely contractually responsible for this project and all associated scope of work and deliverables. Charlier Associates, Inc. (Charlier) is a subcontractor to LSC for this project. LSC provides consulting services in all phases of multimodal transportation planning including advanced mobility solutions, transit route planning and operations, cost allocation, transit demand modeling, financial analysis and forecasting, Intelligent Transportation Systems (ITS), parking and transit hub infrastructure development, bus access planning and design, and bicycle and pedestrian circulation.

Corporate Information	• Employee-owned C Corporation with headquarters in Colorado • Established in 1977 as Leigh, Scott, and Cleary, Inc. • 27 Total Employees
Offices	• Colorado Springs, CO • Tahoe City, CA • Denver, CO
Home Office for this Project Team	• 545 East Pikes Peak Ave., Suite 210, Colorado Springs, CO 80903
Staff	• Project Manager, Jason Miller • Senior Advisors, Gordon Shaw and A.T. Stoddard • Transportation Planner, Megan McPhilimy • Support Staff • Jim Charlier (Charlier Associates)

Team Structure

LSC and Charlier have a history of working together efficiently and cooperatively with clear roles and responsibilities established in a project subcontract agreement. A project organizational chart is shown in Figure 1.

Agreement for Professional Services between LSC Transportation Consultants, Inc. and Town of Jackson, WY START Bus



STATEMENT OF PROJECT PROPOSAL

LSC understands how important it is to get this study right in order to maximize benefits for START and the Town of Jackson. This Routing Plan study is critical to improving ridership, increasing transit mode share, and maximizing existing resources of 63,000 hours. Knowing this, we will be focused on and committed to making this plan as impactful as possible. We have developed a technical approach that is appropriate for this effort, meets all the requirements of the RFP, and is cost efficient.



Approach

Task 1: Project Management and Coordination

Project administration and coordination will be ongoing throughout the study development process as our team works closely with the START team. We approach the study acutely aware of the need to incorporate the appropriate agencies, individuals, and representatives—we view our role as an extension of START and the Town of Jackson. We will begin by scheduling the kick-off meeting and preparing a data needs list. Following the kick-off meeting we will prepare a final work plan and schedule, which will guide completion of the Routing Plan. We develop lines of communication and provide routine updates to ensure that local staff are well aware of our efforts and progress. A project Advisory Committee (AC) will be established, which will be responsible for giving feedback on project development and deliverables.

LSC and our Project Manager Jason Miller will coordinate all project activity with the designated START bus representative. This includes necessary emails, phone calls, check-ins, and updates. We continually monitor our progress throughout the planning process. This includes weekly or more frequent internal team meetings on specific subtasks, as well as conversations of how best to complete the route analysis.

Agreement for Professional Services between LSC Transportation Consultants, Inc. and Town of Jackson, WY START Bus

We will provide monthly invoices detailing staff hours and expenses incurred with a project summary describing the work completed during the previous month, situations that could impact the schedule, and anticipated work for the following month. We will be in contact at key points to discuss any issues and to coordinate upcoming activities. This approach ensures that staff are informed of study progress and any challenges encountered.

Task 1 Deliverables:

- Kick-off meeting to finalize work plan, schedule, community familiarization
- Five AC meetings (all in-person) coordinated with particular deliverables and project activities (see Project Schedule)
- Bi-weekly project status updates; meeting agendas and notes

Task 2: Public Engagement

Our public outreach goal is to connect with as many people as possible through a public involvement effort that engages key partners, stakeholders, and constituents throughout the entire planning process via five phases of public engagement and outreach.

Phase 1 – Stakeholder Interviews, Community Familiarization: Our initial trip will include 12-15 stakeholder interviews with key partners, decision-makers, and rider groups who will be cooperatively identified by START, LSC and Charlier. We will also do in-depth community and route familiarizations.

Phase 2 – Rider Survey, Focus Groups, Driver Meeting: As part of the evaluation of the existing services, LSC will carry out an onboard rider survey that meets “best practices” of the industry standards (printed in English and Spanish) to solicit input on existing service and unmet needs. We will also conduct three different focus group meetings to solicit input – the representation of these groups will be determined in partnership with START. We will also hold a driver meeting (described in Task 3).

Phase 3 – Route Options Workshop: Following development of possible options, LSC will lead a public workshop and open house to review the route options and seek input. We will incorporate a fun, participatory prioritization exercise, as part of the workshop.

Phase 4 – Community Survey on Route Options: An online survey that meets “best practices” of the industry standards (in English and Spanish) will be created for additional feedback on the options for anyone in the community to complete.

Phase 5 – Draft Presentation: LSC will present the draft recommended Route Plan to 1-2 decision making bodies in-person, which LSC recognizes, depending on scheduling for the elected officials of Teton County, Wyoming and the Town of Jackson, may require more than two (2) presentations.

Task 2 Deliverables:

- Stakeholder interviews
- Project website
- Community survey
- LSC onsite visit to conduct survey efforts
- Community route options workshop
- Online survey regarding the route options
- AC meetings to review plans and public input
- Presentation of Draft Recommended Alternative Route Plan

Task 3: Evaluation of Existing Routes

A key step to our approach is developing a deep understanding of the current routes and associated performance. Data to be analyzed will include:

- Hours of operation and level of service

Agreement for Professional Services between LSC Transportation Consultants, Inc. and Town of Jackson, WY START Bus

Passenger ridership data
Trip origin/destination, patterns and purposes
Existing fleet size, condition, and use
Operational infrastructure (bus stops, hubs) usage and performance
Financials, including fares

From this data, we will develop a route profile for each existing route that will show the route alignment, passenger characteristics, and performance measures. The performance of each route will be evaluated using the established performance measures and compared to similar peer systems, which will be identified in advance by LSC and approved cooperatively with START and Charlier. Peak loads will be determined for individual route segments based on the passenger boarding/alighting data. On-time performance will be reported for each route with the other performance measures such as passengers per revenue-hour and cost per passenger. LSC will utilize existing, available START data for this effort, as well as field observations and a driver meeting. We have found these meetings to be very helpful – drivers see things that many others will not see or be aware of.

LSC will also develop a cost allocation model, based on existing START service, that will help inform potential route options and service delivery models. A cost allocation model provides base information by which current operations can be evaluated and is useful for estimating the cost ramification of any proposed service alternative, an example of which is shown here.

CATABUS Cost Allocation Model				
Proposed Account	FY 2017/2018	Vehicle-Hours	Vehicle-Miles	Fixed Cost
Maintenance	\$2,881,584		\$2,040,559	\$841,025
Operations	\$9,861,855	\$8,175,657	\$841,312	\$844,887
Administration	\$2,215,186			\$2,215,186
Capital Depreciation	\$230,000			\$230,000
TOTAL OPERATING COSTS	\$15,188,625	\$8,175,657	\$2,881,871	\$4,131,098
<i>Existing Service Quantities</i>		139,499	1,893,422	<i>Fixed-Cost Factor</i>
<i>Used for Planning Purposes</i>		\$58.61	\$1.52	1.37

The evaluation of existing START service will be presented in narrative form with supporting tables and graphics.

Task 3 Deliverable:

Interim Report #1: Existing Service Analysis

Task 4: Development of Route Alternatives

Based on information gathered in Tasks 2 and 3, we will develop three to four transit network routing options for consideration that incorporate hub-and-spoke concepts, as well as other possible routing configurations for contrast such as radial and quadrant. These options will be configured within the existing 63,000 hours of bus service and incorporate input from stakeholder interviews and the rider survey.

Each option will be presented with:

- Route structure and coverage, including any potential roadway geometry issues
- Bus stop locations
- Span of service in terms of days and hours of operation
- Route length and scheduled running times and schedule re-timings as needed
- Headways, layovers, and cycle times
- Schedule coordination methods with the existing and/or modified commuter/regional routes
- Number of vehicles required
- Impacts for discontinued segments, if any

LSC has expertise incorporating and planning for advanced mobility concepts – a recent LSC project for CATA in State College, PA evaluated the potential to replace low-performing fixed-route service with emerging mobility concepts. For START, LSC will evaluate potential innovative and emerging mobility concepts including, at least:

Agreement for Professional Services between LSC Transportation Consultants, Inc. and Town of Jackson, WY START Bus

Microtransit Service – Technology-enabled on-demand microtransit service may be an option to consider for areas not well-suited to traditional fixed-route service

Micro-mobility – Emerging small footprint mobility options such as e-bikes and e-scooters are a fast-growing mode and may be something to consider for integration with bus routes



Transportation Network Company (TNC) Integration – Another version of a feeder service may be to utilize TNCs (such as Uber and Lyft) to provide subsidized TNC rides to connect riders in less dense areas with the nearest fixed-route service. The use of coordinated efforts with TNC providers will also be considered not only in a geographic sense, but also in a temporal one: in some cases, it may be possible that the use of such services may be productive in the provision of late-night service, or potentially Sunday service, while at other times a more traditional fixed-route transit service may be more effective.

All service alternatives will be evaluated against strategic questions about tradeoffs and considerations.

Task 4 Deliverable:

Memo on Alternatives Development to the AC

Task 5: Technical Analysis of Route Alternatives

Once the alternatives have been developed and initially vetted with the AC, LSC will move into a full, in-depth analysis of the performance of each routing plan potential. The options will be analyzed and performance will be estimated in each of the following areas:

1. Potential VMT reduction
2. Projected ridership increase, based on demand modeling
3. Community mobility and accessibility impact
4. Overall connectivity of each concept
5. Scalability of the route system to meet future service increases

LSC will utilize the existing Jackson/Teton traffic transportation model in TransCAD to examine each route scenario and option. LSC will provide and code the recommended transit improvements as inputs to the model, according to the fixed-route system and mode choice assumptions we develop. Additionally, for each route option, LSC will develop a fixed-route transit demand calibrated to the existing service and ridership. We will use this model in conjunction with ACS data to develop estimates of demand for unserved areas and areas of possible future development. A calibrated transit demand model is needed to determine the level of demand for proposed route changes or service to new areas.

The technical analysis will also include a discussion of similar peer systems for each route scenario. Data from these peer systems will be presented, as well as a discussion of advantages and disadvantages of each.

Task 5 Deliverable:

Interim Report #2 on Route Alternatives and Technical Analysis (report incorporates Tasks 4 and 5)

Task 6: Draft and Final Recommended Alternative

The culmination of the project will be the Recommended Alternative Route Plan for 2020-2025. This plan will incorporate all previous planning tasks and include:

Service Plan and Long-Term Development

LSC will develop a complete service and operations plan for the preferred route alternative, including the type and level of service, number of service hours, operational needs, routes, schedules, service times, major stops,

Agreement for Professional Services between LSC Transportation Consultants, Inc. and Town of Jackson, WY START Bus

and fare structures. The plan will include maps of the service area, type of services, and routes. This plan will cover 2020-2025, as well as consider implications of longer-term service development and potential growth.

Financial Plan

LSC will develop a financial plan for each type and level of service indicated in the preferred route plan. We will develop the financial plan using constant dollars and then account for anticipated inflation and possible changes in funding. The plan will be built around existing resources and indicate potential savings over current budget.

Capital Needs Analysis and Plan

An important element of the 2020-2025 Route Plan is to analyze and identify vehicle, facility, and other infrastructure needs associated with service implementation. Based upon the preferred service plan, our team will determine the necessary fleet (number, size, type, propulsion, and mix), passenger facility needs, maintenance and administration facilities, park-and-ride opportunities and improvements, and bus stop improvements. Capital costs for 2020-2025 will be estimated for all infrastructure improvements and vehicle purchase or lease. In the case that the capital cost is above and beyond current resources, we will identify potential funding sources, including local, state, and federal funding, along with other grant opportunities.

Performance Monitoring Plan

Perhaps as vital to the long-term success of the 2020-2025 Route Plan is the monitoring program set up to track the progress of the various new and existing services and to “flag” potential problems as they occur. This monitoring program will identify the data collection and analysis of established performance measures, as well as defining new measures and associated benchmarks.

Implementation Playbook

We will develop a step-by-step plan for how to execute the 2020-2025 Route Plan in a workable manner, including tasks, timelines, roles and responsibilities, and milestones. Following review and receipt of comments on the Draft 2020-2025 Route Plan, LSC will provide an electronic copy of the Final 2020-2025 Route Plan. We will be onsite to present the final report to the Transit Board, Teton County Board of Commissioners, the Jackson Town Council, and other interested parties in person.

Task 6 Deliverables:

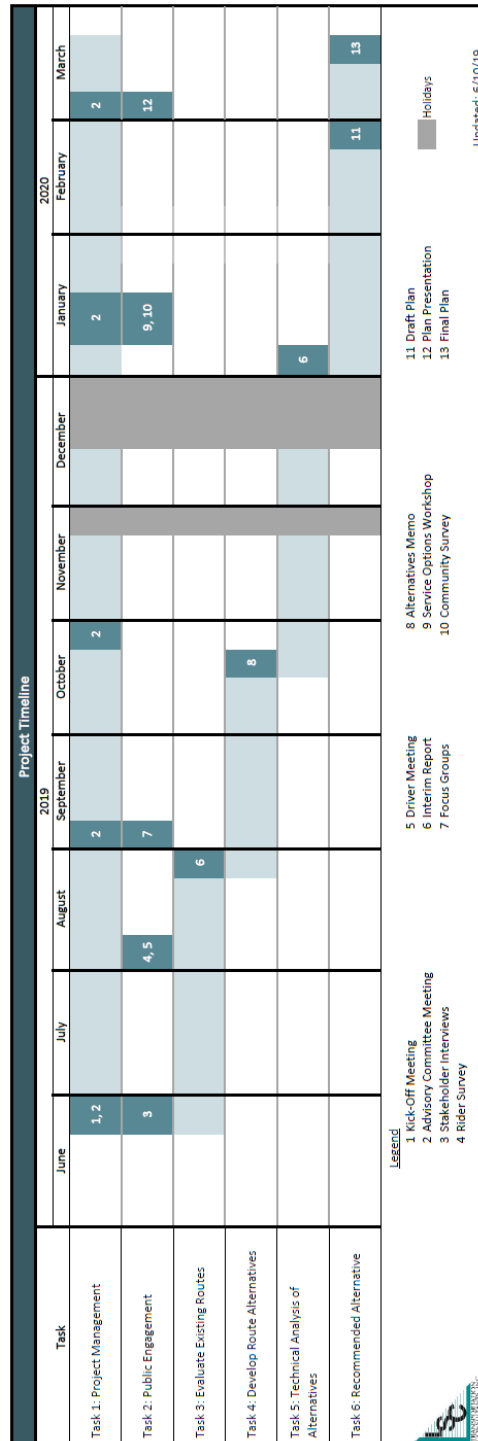
- Draft and Final Recommended 2020-2025 Route Plan
- On-site presentation of Draft to AC and appropriate decision-makers

Agreement for Professional Services between
LSC Transportation Consultants, Inc. and Town of Jackson, WY START Bus

EXHIBIT B

PROPOSED PROJECT SCHEDULE

Our proposed timeline is shown in Figure 2. We anticipate a project start date of mid-June 2019 with completion by February 2020. Specific dates for submittals and meetings will be established as part of the project kick-off meeting.



Agreement for Professional Services between
LSC Transportation Consultants, Inc. and Town of Jackson, WY START Bus

EXHIBIT C
LSC PROJECT COST

Table 1: Cost Proposal									
Project Task	LSC Staff				Charlier Associates, Inc.	LSC Staff		Total Hours	Cost
	Project Manager Miller	Senior Advisor Stoddard	Senior Advisor Shaw	Transportation Planner McPhilimy	Strategist Charlier	GIS/Graphic Support Watson	Administrative Support		
Task 1 - Project Management	24	4	0	4	0	0	4	36	\$4,820
Task 2 - Public Engagement	32	8	0	32	0	8	4	84	\$9,660
Task 3 - Evaluate Existing Routes	28	8	8	40	4	24	12	124	\$14,040
Task 4 - Develop Route Alternatives	32	24	16	48	24	16	16	176	\$24,600
Task 5 - Technical Analysis of Alternatives	24	12	40	40	16	12	12	156	\$22,920
Task 6 - Recommended Alternative	20	8	8	8	8	4	18	74	\$10,150
Total:	160	64	72	172	52	64	66	650	\$86,190
Direct Labor Rate	\$145.00	\$185.00	\$205.00	\$85.00	\$250.00	\$70.00	\$65.00		
Labor Cost	\$23,200	\$11,840	\$14,760	\$14,620	\$13,000	\$4,480	\$4,290		
								Labor Subtotal:	\$86,190
						Direct Costs:			
						Item		Cost	
						LSC Travel (transportation, lodging, per diem)		\$8,150	
						Survey Costs (temp labor, online tool)		\$3,000	
						Copying-printing-workshop materials		\$500	
						Direct Costs Subtotal:		\$11,650	
						Total Project Cost:		\$97,840	
 LSC Transportation Consultants, Inc. 545 E.Pikes Peak Avenue, Suite 210 Colorado Springs, CO 80903 (719) 633-2868									



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Town Clerk

PRESENTER: Sandy Birdyshaw

MEETING DATE: June 17, 2019

SUBJECT: Change to Dispensing Room for EFC WY, LLC d/b/a E.Leaven Food Company

STATEMENT/PURPOSE

The Town Council, as the local liquor licensing authority, approves the issuance of all malt beverage permits.

BACKGROUND/ALTERNATIVES

Last December, E.Leaven experienced extensive damage to their building due to a burst water pipe. They were able to keep their catering services going but had to close their restaurant business while the building underwent repair and remodeling. During the construction process, the owners contacted the Clerk's office to discuss changing the location and size of their dispensing room, to improve service efficiency.

Before the remodel, the dispensing room was a 9' x 4' room in the east corner of the building. It was remodeled to be a 6' x 8' room in the center of the building, behind the ordering counter. The completed dispensing room is in compliance with Wyoming Statute 12-5-201. The Town has issued the Certificate of Occupancy for the building.

12-5-201. Location, regulation and restrictions as to place of sale; inspections.

*(a) Except as otherwise provided in this section, the principal place in which alcoholic liquor and malt beverages are sold under a license shall be located in the licensed building for which the license is issued and as approved by the licensing authority. *** The licensing authority shall, as often as necessary, inspect the licensed building and adjacent areas where alcoholic beverages are served to insure that the licensee is in compliance with sanitation and fire hazard requirements and other applicable laws.*

COMPREHENSIVE PLAN ALIGNMENT

This application was processed according to Title 12 of the state statutes, and as related to the Comprehensive Plan Policy 8.1.a. the delivery of quality levels of service to the community and the decisions related to liquor licenses also have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8.

STAKEHOLDER ANALYSIS

Stakeholders include the Town Council as the local licensing authority regulating alcohol and malt beverages, E.Leaven as the business holder, the patrons of the restaurant, and adjacent neighbors to the property.

FISCAL IMPACT

None.

STAFF IMPACT

Staff impact includes conducting an inspection of the dispensing room, obtaining information to provide in the staff report, presenting to Council, and if approved, notifying the Wyoming Liquor Division and reprinting the associated license.

LEGAL REVIEW

N/A

ATTACHMENTS

Photos of Dispensing Room.

RECOMMENDATION

Staff recommends that the Town Council approve this change to the dispensing room with one condition:

1. Any additional minor corrections by staff and/or the Wyoming Liquor Division.

SUGGESTED MOTION

I move to approve the change to the E.Leaven dispensing room as presented, subject to one condition as listed in the staff report.

Remodeled Dispensing Room

DRINKS	
ALCOHOL	COFFEE
BEER 5.00 STELLA, BUD, BECK'S LOCAL SHANE BEER	LATTE 2 SHOTS 3.50
WINE 8.00 WHITE - SAUVIGNON BLANC & CHARDONNAY RED - CABERNET & PINO NOIR	MOCHA LATTE 4.25
MIMOSAS 8.00	CAPPUCINO 3.50
BLOODY MARY 8.00	AMERICANO 3.50
	DOUBLE ESPRESSO 3.75
	FLAVORING 0.50 VANILLA, SUGAR FREE VANILLA HAZELNUT, CARAMEL



LUNCH		HOT SANDWICHES
COLD SANDWICHES ASIAN CHICKEN WRAP 10.50 BAJA CHICKEN WRAP 10.50 PESTO PORTOBELLO WRAP 10.50 TURKEY SWISS RACON 10.50 ROAST BEEF 10.50 TARRAGON CHICKEN SALAD 10.50 TUNA SALAD 10.50 DAILY DOUBLE 10.50 HAM AND SWISS 10.50		REUBEN 11.95 THE KATIE DIP 11.95 TURKEY & BRIE 11.95 BIT & GOAT CHEESE 11.50 TUNA MELT 11.95 PESTO MOZZARELLA 10.95 ROASTED VEGGIE 10.95 FIRE IN THE HOLE BURGER 12.95 GYRO 11.95 GRILLED CHICKEN SAMMY 11.95
FRESH SALADS GRILLED SALMON 13.50 AVOCADO 10.50 COBB 11.95 SINGAPORE 11.95 CHEF 11.95 TARRAGON CHICKEN 11.95 BAJA CHICKEN 11.95 MIXED BERRY 11.95 STEAK SALAD 13.95		







TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: June 13, 2019
MEETING DATE: June 17, 2019

SUBMITTING DEPARTMENT: Town Clerk
DEPARTMENT DIRECTOR: Roxanne DeVries Robinson
PRESENTER: Carl Pelletier

SUBJECT: Special Event: Concert on the Greens

PURPOSE/STATEMENT:

The Mayor and Council approve or deny all special event applications requesting use of Town streets, alleys and sidewalks, Town equipment and services of Town personnel on behalf of the Town of Jackson.

BACKGROUND/ALTERNATIVES:

The applicant, St. Johns Episcopal Church, requests permission to host Concert on the Green on Sunday, June 23, 2019 on the lawn of the St. John's Episcopal Church at 170 N. Glenwood Street between the hours of 5:00pm and 7:00pm. This event would be a free concert with the music of Coburn Larsen.

The applicant is requesting the use up to 2 parking spaces on Gill Avenue (between Cache and Glenwood) for a local food truck (JH POP) to park and sell food for concert-goers.

The applicant requests the following:

1. Permission for the closure of 2 parking spaces on Gill Avenue between the hours of 3:00pm and 8:00pm on Sunday, June 23, 2019.
2. The use Town barricades, cones, and recycling receptacles from the Public Works Department.
3. Permission for JH Pop to sell merchandise on public property during the hours of the concert on June 23, 2019.

This application has been distributed to various Town departments for review.

ATTACHMENTS:

Special event application.
Parking space map

FISCAL IMPACT:

Estimated fiscal impact is minimal.

STAFF IMPACT:

On-duty Public Works staff to prepare and check-out and check-in the barricades to the applicant.

LEGAL REVIEW:

N/A

RECOMMENDATION:

Staff recommends the approval of the special event permit application, subject to the following conditions and restrictions:

1. The applicant shall clean up after the event and shall be responsible for the removal of all refuse generated by the event.
2. Banners are not permitted unless approved under a separate Sign Permit Application to the Planning and Building Department.
3. All walkways and boardwalks shall be kept clear and unobstructed.
4. The food truck will not encroach on roads or streets nor shall they impede vehicular traffic in anyway.
5. Any power cords that cross walkways shall be taped and secured so as to avoid a tripping hazard.
6. The applicant shall coordinate all police services with the Jackson Police Department at (733-1430) at least one week prior to the race to work out the details of the requested closures.
7. The applicant shall coordinate all public work services with the Public Works Department at (733-1430) at least one week prior to the event to work out the details of necessary services.
8. The food vendor will secure all necessary business licenses to sell merchandise on public property with the Town of Jackson prior to the event.
9. An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory is required for every event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town attorney.
10. Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).
11. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
12. The applicant shall be responsible for the closure of the parking spaces and the procuring, posting and removal of no parking signs associated with the event.
13. The applicant will notify nearby businesses of the event.
14. All barricades, cones, and signs must be removed immediately following the event. Barricades, cones and signs must be returned to the Public Works Department.

SUGGESTED MOTION:

I move to approve the parking space closure for the Concert on the Green special event application made by St. Johns Episcopal Church subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

Town Hall
Town of Jackson - Special Events
150 East Pearl Street
P.O. Box 1687
Jackson, Wyoming 83001

cpelletier@townofjackson.com
(307) 733-3932 ext. 1112 (phone)
(307) 739-0919 (fax)



**A completed application
must be submitted at least
21 days prior to your event.**

Non-Profit Fee: \$25
For-Profit Fee: \$150

APPLICANT INFORMATION

Name of Event: Concert on the Green w/ Coburn Larsen

Name of Organization: St. Johns Episcopal Church

Type of Organization: ☒ Non-Profit ☐ Public Agency ☐ For-Profit Business

Mailing Address: PO Box 1690

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Liz Collins

Email Address: liz@stjohnsjackson.org

Work Phone: 307-733-2603

Cell Phone: _____

EVENT INFORMATION

Type of Event: ☐ Run / Walk ☒ Concert ☐ Filming ☐ Assembly
☐ Parade ☐ Festival ☐ Biking ☐ Education
☐ Other: _____

Description & Purpose of Event *(Attach additional sheets if necessary):* _____

Free community concert on the Green w/Coburn Larsen. Celebrate the start of Summer

Location of Event: 170 N Glenwood Street Alternative Location: _____

Date(s) of Event: June 23, 2019 Event Operating Hours: _____

Event Set Up Begins Date: June 23, 2019 Time: 3:00pm

Event Clean Up Ends Date: June 23, 2019 Time: 8:00pm

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 100 Total Event: 100

Special Considerations (check all that apply):

- | | | |
|--|---|--|
| ☐ Alcoholic Beverages | ☐ Cooking/Grilling | ☐ Electricity Requested |
| ☒ Food Sales | ☐ Merchandise Sales | ☐ Recurring Event |
| ☐ Ticketed Admission | ☐ Sound Amplification | ☐ Pets or Animals |
| ☐ Tents | ☐ Street Closure | ☐ Sidewalk Closure |
| ☐ Overnight Parking | ☐ Overnight RV Camping | ☐ Use of Town Square |

Event Co-Sponsor (s): Pop - popcorn truck

All for-profit organizations must submit a letter of event sponsorship from a non-profit organization if sales are requested on public property.

Will you be charging admission or a fee for your event? ☐ Yes ☒ No

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):

Name: Cora Ligori Cell Phone: (307) 699-0739

EVENT SITE PLAN

On a separate sheet of paper, provide a Site Plan sketch of the event. Include maps or a diagram of the entire event including the names of streets or areas that are part of the venue and the surrounding area. The plan should include the following (if applicable):

- | | |
|--|---|
| ☐ Tents (X) | ☒ Food Vendors (FV) |
| ☐ Beverage Vendors (BV) | ☐ Alcohol Vendors (A) |
| ☐ Portable Toilets (T) | ☐ Hand Washing Sink (HWS) |
| ☐ Stages or Amplified Sound (SO) | ☐ Bleachers (BL) |
| ☒ Garbage Receptacles (G) | ☐ Recycling Receptacles (RR) |
| ☐ Retail Merchants (RM) | ☐ Security (P) |
| ☐ Fire Lane (FL) | ☐ Fire Extinguishers (EX) |
| ☐ First Aid / EMS (FA) | ☐ Barricades (B) |
| ☒ Electricity / Generator (EL) | ☐ Trailers, Vehicles, Storage (TR) |

Fire hydrants or sidewalk curb breaks that are used for ADA accessibility may not be blocked at any time.

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

Will the event close any street, sidewalk, alley or public parking lot? ☐ Yes ☒ No

Area of Closure Request	Date(s)	Start Time	End Time

The applicant will be responsible for production, posting and removal of "No Parking" and "Handicap Parking" signs along Town streets where public parking spaces exist within the event site. If the event involves a closure this will be need to be coordinated with the Jackson Police Department at least 2 weeks prior to the requested closure date. Jackson Police Department: (307) 733-1430. All parking signs, road signs, cones and barricades must be taken down immediately following the event's ending time.

Will the event restrict / close access to any public parking spaces? ☐ Yes ☒ No

If "Yes", how many parking spaces will be unavailable due to the event: _____ parking spaces

Will the event closure requests impact any START Bus routes? ☐ Yes ☒ No

If "Yes", which routes will be impacted? Has START Bus been contacted about this impact?

Route Description: _____ START Bus contacted? ☐ Yes ☐ No

RESIDENT AND/OR BUSINESS NOTIFICATION

Events that require road closures, parking space closures, or sidewalk closures or may cause disruption for the Town of Jackson residents, businesses, churches, etc. may be required to mail or hand deliver notification to the affected parties within a two block radius at least one week prior to the event's Town Council consideration meeting. Notices must reflect the date(s), day(s), time(s) and location(s) of the event, types of activities taking place at the event, the event coordinator's contact information and the date and time of the Town Council meeting.

Have you provided a sample of the notice and a proposed list of recipients?

☐ Yes

☒ No

Special Event Application

TOWN EQUIPMENT REQUESTS

Indicate the type and the quantity of items that you are requesting:

_____ Large Street Barricades	_____ "Road Closed" Street Signs
_____ Small Sidewalk Barricades	_____ "Local Traffic Only" Street Signs
_____ 28 Inch Street Cones	_____ "Detour" Street Signs
_____ Candlestick Cones	_____ 32-Gallon Recycling Bins

☼ The equipment above can be arranged through the Public Works Department (307) 733-3079. A \$500 deposit will be required at the time of pick-up for equipment. The applicant is responsible for arranging the pick up of equipment from the Public Works Department as well as returning equipment immediately following the event. The Town of Jackson will only deliver equipment to parades and Town sponsored events.

☼ The Town of Jackson has a very limited number of recycling bins that can be utilized as part of your event's recycle plan. The applicant will be responsible for emptying the recycle containers and cleaning the bins before they are returned to the Public Works Department.

☼ If you are uncertain of the exact number of equipment needed please feel free to contact either the special event coordinator or the Public Works Department for additional information.

☼ Additional equipment such as bleachers, electrical spiderboxes, etc., can be requested through the Parks and Recreation Department (307) 732-5753.

TOWN SERVICES REQUESTS

Indicate the Town services that you are requesting. *Please note: you will need to coordinate services with individual departments and a fee may be associated with your request.*

POLICE DEPARTMENT

(307) 733-1430

☐ Event Security	☐ Mounted Horse Patrol	☐ Traffic Control
☐ Race Lead Vehicle	☐ Parade Lead Vehicle	☐ General Presence
☐ Towing / Ticketing	☐ Assistance with Parking Closures	☐ Assistance with Street Closures

Please describe in detail your request: _____

The Chief of Police determines if police services will be needed at the special event for public safety concerns. The Chief of Police will also determine the number of police officers to staff the event. Fees may be associated with the need for additional police services at the event.

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

☐ Irrigation Locates - Any event placing stakes in turf must obtain irrigation locates.

☐ Electricity Access

☐ Turf / Tree Care - Any additional mowing, raking, trimming or spraying needs.

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

**Please note: if you are requesting the use of a public park or public ball field you must confirm and reserve your space through the Parks and Recreation Department. The only exception is George Washington Memorial Park (Town Square), which does not require a reservation form.*

Is the requested event site a public park or ball field? ☐ Yes ☒ No

If "Yes", has the site been reserved with Parks and Recreation? ☐ Yes ☐ No

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound? ☒ Yes ☐ No

If "Yes", please indicate times: Start Time: 5:00pm Finish Time: 7:00 pm

Will your event feature any musical entertainment? ☒ Yes ☐ No

If "Yes", please attach the schedule of any music or entertainment proposed to occur during event.

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners? ☐ Yes ☒ No

If "Yes", have you completed a sign permit application? ☐ Yes ☐ No

A Sign Permit Application will need to be submitted along with this application if signs are requested. This permit can be accessed on the Town of Jackson website or through the Planning Department.

INSURANCE REQUIREMENTS

An insurance certificate is required prior to the start of your event. This certificate must name the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory is required for every event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. **The additional insured language on the certificate may not include any limitations or exclusions.** Insurance certificates are subject to the review and approval of the Town Attorney. Please be sure to include alcohol liability if there will be alcohol at the event. You must supply insurance before your event.

A certificate of insurance is attached: ☐ Yes ☒ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

The Town of Jackson requires the applicant to provide additional chemical toilets or portable toilets for all events with an anticipated peak time attendance exceeding 75 people.

You are required to provide portable restroom facilities at your event unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. The Town of Jackson may determine the total number of required restroom facilities required on a case-by-case basis based on the presence of food and drink at the event and the maximum number of attendees at your event during peak time. The Town of Jackson may determine that you need to coordinate with Parks and Recreation for additional public restroom cleanings if you intend on using a public restroom as part of your restroom facility plan.

Do you plan to provide portable restroom facilities?

☐ Yes☐ No

If "Yes", please indicate the total number of portable toilets and number of ADA accessible toilets.

Total Number of Portable Toilets: _____ Number of ADA Accessible Portable Toilets: _____

If "No", please explain: The event is only 2hrs and there are public restrooms close by at the

Portable restrooms may not be located within 50 feet of any food vendor.

Restroom Company: _____

Restroom Drop off / Pick Up Date for Drop Off: Time for Drop Off:_____

Date for Pick Up: _____ Time for Pick Up: _____

ALCOHOL

Will there be alcoholic beverages at the event?

☐ Yes

☐ No

Will you be offering any alcoholic beverages besides beer? ☐ Yes

☐ No

If "Yes", what will be offered in addition to beer?

If you are planning on serving alcoholic beverages at your event, then either a completed Malt Beverage Permit (beer only) or Catering Permit (beer, wine and/or spirits) must be submitted. You can access these applications on the Town of Jackson website.

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☒ Yes

☐ No

If you are planning on selling items at your event then you will need to complete either an Exposition Business License (for 2 or more vendors) or a Transient Merchant License (for 1 vendor). A complete list of vendors, including a vendor tax ID, must be submitted to the Town of Jackson and to the State of Wyoming's Department of Revenue prior to the event. Both the Exposition License and the Transient Merchant License are on the Town of Jackson's website.

Please describe any sales activity at your event:

Popcorn truck will be parked on Gill (public property) to sell at church event.

Will any food or beverages be sold at your event?

☒ Yes

☐ No

If "Yes", you will need to contact the Teton County's Department of Environmental Health prior to the event (307) 732-8490.

TRASH REMOVAL PLAN

All events are required to have a plan for the collection removal of trash during and after the event. The trash receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the waste removal plan. ***For assistance with formulating a Trash Removal Plan please contact Integrated Solid Waste and Recycling at (307) 732-5771.***

Will you be using a waste company for your waste removal plan?

☐ Yes

☒ No

If "Yes", which company will you be using? _____

How many trash receptacles will be supplied for your event? _____

When will the trash receptacles be delivered? _____

When will the trash receptacles be picked up and removed from site? _____

Describe your plan for the collection and removal of trash during your special event:

Applicants are responsible for cleaning and restoring the site immediately following the event. Please pick up all trash associated with your event including, but not limited to paper, bottles, cans, signs, course markings, etc. The cost of any employee overtime incurred because of an applicant's failure to clean / restore the site following the event will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event please state this in your plan.

Special Event Application

SUSTAINABLE EVENT PLANNING

The Town of Jackson encourages all special events to strive to be sustainable in our community and for our environment. We have partnered with the **Teton County Integrated Solid Waste and Recycling (ISWR)** to offer opportunities to help your special event to be as "green" as possible. Opportunities available:

- ☐ Rental / Use of Recycling Bins for Special Events
- ☐ Use of JH20 Water Bottle Refilling Station for Special Events
- ☐ Consultation on Conducting Green Special Events

Please contact the Waste Diversion and Outreach Coordinator at ISWR at 307-732-5771.

RECYCLING PLAN

All events are required to have a plan for the collection and removal of recyclable materials during and after the event. The recycling receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the recycling collection and removal plan. ***For assistance with formulating a Recycling Plan please contact Teton County Integrated Solid Waste and Recycling (ISWR) at (307) 732-5771.***

Will you be using a company for your recycling plan?

☐ Yes

☒ No

If "Yes" which company will you be using? _____

How many recycling receptacles will they (or you) supply for your event? _____

When will these recycling receptacles be delivered? _____

When will recycling receptacles be picked up and removed from site? _____

Describe your plan for collection and removal of recyclable materials during your special event: _____

Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event please state this in your plan. For a list of recyclables and how they need to be sorted, or for information about where the recycling bins are located call ISWR (307) 732-5771.

Special Event Application

SIGNIFICANT EVENT CHANGES

Has this event been approved in the Town of Jackson in previous years?

☒ Yes

☐ No

If "YES" please indicate any significant changes to the event request since its last approval:

STANDARD CONDITIONS OF APPROVAL

Please review the following standard list of conditions and restricts for events. Initial the bottom of each page indicating that you have read, understand and agree to these conditions and restrictions.

GENERAL

The event shall be conducted in a timely, safe and professional manner.

All town ordinances, including, but not limited to noise, possession and use of weapons, open fires and animals (including the prohibition of dogs in any town park) shall apply to all events except where specifically granted relief by the Town Council.

The applicant shall advise and instruct all participants, volunteers, vendors, merchants and spectators on event conditions, restrictions, prohibitions and responsibilities as indicated by the Town Council in the staff report.

Initials: LC

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

The applicant shall clean up immediately following each event and shall be responsible for the collection and removal of all refuse generated by the event.

If trash will be generated from the event, then the applicant must supply extra trash and containers and dispose of all trash generated by the event. Trash containers shall not be permitted to overflow.

If recyclable materials are generated from the event, then the applicant is required to provide recycling containers and provide for the removal of all recycled material. Recycling containers shall not be permitted to overflow.

STREETS

Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.

SIDEWALKS

The applicant shall not block walkways or otherwise obstruct pedestrian traffic.

All walkways, boardwalks, entrances and ADA ramps must be kept open and unobstructed at all times

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

POWER / ELECTRICAL

Electrical power is available from Town Square. The applicant shall coordinate all power needs with the Parks & Recreation Department's Park Manager (307-733-5057) at least three (3) business days prior to the event.

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).

ADDITIONAL PERMIT & LICENSE FEES

The applicant shall apply and pay for all licenses and/or permits prior to the events.

Initials: LC

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

The use of the Parks & Recreation Department bleachers shall be coordinated through that department (307) 732-5753.

Barricade, road sign, cone and recycle bin use shall be coordinated through the Public Works Department. The applicants shall be responsible for pick up, setup, placement and disassembly and return. All equipment use require a \$500 damage deposit that must be submitted at the time of pick up at the Public Works Department to protect against any loss or damage.

All barricades, cones, bins and road signs must be removed immediately following the event. These items must be returned the same location as they were picked up.

PORTABLE RESTROOMS

If applicable, the applicant shall provide an adequate number of port-a-potties at the event site and shall arrange for their removal immediately at the conclusion of the event.

The applicant shall ensure all port-a-potties are placed on paved areas.

INSURANCE

The applicant and all participating organizations are required to maintain liability insurance in the amount of \$1,000,000.00. Prior to the event, each organization shall provide a certificate of insurance naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and must also state that coverage is primary and non-contributory. The Town Attorney shall approve all certificates of insurance.

FOOD / VENDING

The applicant shall obtain the necessary food service permits from Teton County Environmental Health.

The applicant shall provide additional trash receptacles in the food service areas.

Per Section 5.20 of the Municipal Code: The applicant shall be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the thirtieth day of the month following the exposition [and] acquire and keep on file names, addresses and phone numbers of all participants.

In addition to providing a list of all participating vendors, artists, and merchants, along with their social security numbers and addresses, to the Wyoming Department of Revenue, pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department.

Vendors shall not dump hot water or other liquids on the turf.

Initials: LC

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID's must be checked and ID bracelet system may be required.

Only 16oz or small plastic cups are used for beer and alcohol sales.

No alcohol shall be served in bottles or glass containers.

The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.

It is recommended that servers be TIPS trained prior to serving alcohol. No "over serving" shall be allowed to occur or serving to obviously intoxicated persons.

Participants shall not be permitted to leave the event with open containers.

No more than two beers shall be sold to any person at any one time.

TOWN PARKS

The applicant shall coordinate the use of any public park (including the Town Square), including reservations, paperwork and applicable fees, with the Parks and Recreation Department.

The applicant shall coordinate park reservation and the payment of Parks & Recreation fees at least 30 days prior to the event.

The applicant is required to provide turf protection in front of and behind any table or other exhibit where crowds will stand. The applicant shall abide by all Parks & Recreation Department recommendations with regards to turf protection.

Vehicles are prohibited on all turf areas of any park or anywhere within the Town Square.

No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.

Use of Town Square shall be subject to the submission to and approval of staff of a detailed site plan, indicating set-up, safety procedures and turf protection, and the imposition of such other conditions or restrictions deemed necessary.

Irrigation locates are required if stakes are placed in the ground. Applicant may forfeit damage deposit if an irrigation locate is not conducted and irrigation equipment is damaged.

Per Municipal Code, dogs are not allowed in Town Parks.

Initials: LC

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

Irrigation locates are required before any tents may be erected or stakes or any other items are placed in any public park, including the Town Square. The applicant shall coordinate all water locates with the Parks & Recreation Department's Park Manager (307-732-5793) at least three (3) business days prior to the event.

All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).

Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).

Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2).

Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).

Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).

Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).

All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)

Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).

Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).

Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).

FAIR GROUNDS / RODEO GROUNDS

All use of the Rodeo Grounds shall be coordinated through and subject to the approval of the Fair Manager under the authority of the Parks and Recreation Department.

Anyone camping at the Rodeo Grounds shall indicate that they are affiliated with the group by placing a card in the windshield of their vehicle. Campers are reminded that fires are not permitted.

Initials: LC

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

The applicant shall notify all business, residences, churches, etc. affected by the street closures and public parking closures prior to the public hearing.

The applicant shall notify, in advance, all business, residences, churches, etc. affected by the street closures and public parking closures and shall provide advance community radio and/or newspaper announcements regarding the event and the closures.

The applicant shall coordinate all road closures with the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during each event.

The applicant shall coordinate all road closures with START, Fire/EMS, Public Works and the Police Department. Volunteer placement and assignments shall be reviewed and approved in advance with the Police Department.

The applicant shall be responsible for producing, posting and removing the temporary No Parking signs. No Parking signs must be posted two days prior to the parking closures. The applicant should meet with the Police Department two weeks prior to the event to discuss the procurement, posting and removal of the signs.

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

All fireworks displays must be approved by the Fire Chief prior to the event.

The Fire Department will monitor the firing area potential for wildfire. The Department will make recommendations directly to the applicant for mitigation and will give final approval the day of the event.

The application shall be subject to the review and approval of the Fire Department and any additional conditions or restrictions placed by such Department.

Please note, that the conditions and restrictions listed above are standard for special events held in Town, additional conditions or restrictions may be required by the Town Council and/or staff upon further review of the application.

I have read and understand the standard conditions for events. I have answered all of the questions in this application truthfully and to the best of my knowledge.

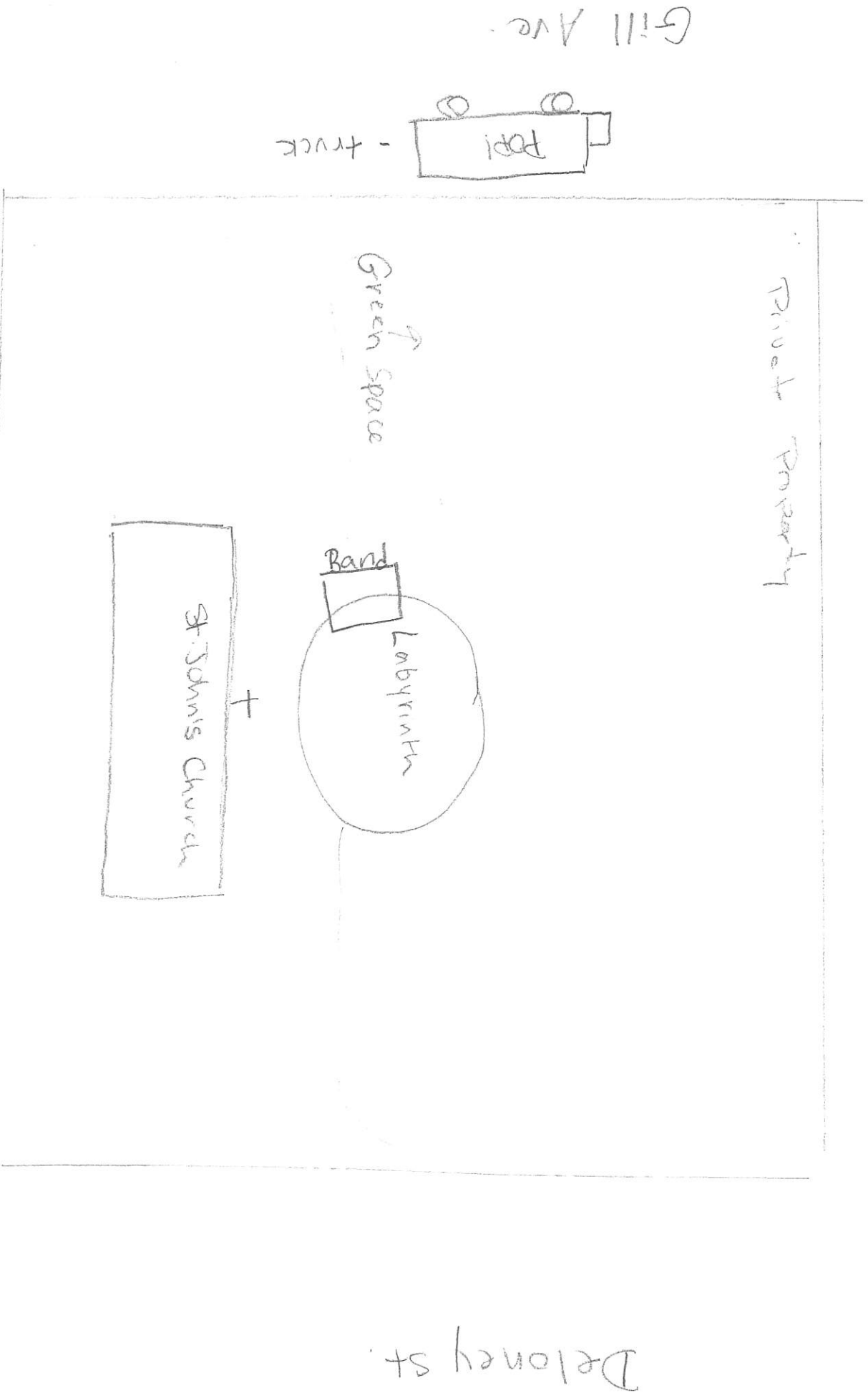
APPLICANT: 
Signature

APPLICANT: Elizabeth Collins
Printed Name

DATE: 06/13/2019

TITLE: Administrative Assistant

Cache





TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Housing

PRESENTER: Stacy Stoker, Housing Manager

MEETING DATE: June 17, 2019

SUBJECT: Westview Townhomes Special Restriction

STATEMENT/PURPOSE

The purpose of this item is for the Council to consider a Special Restriction for Westview Townhomes that deviates from the approved Workforce Ownership Restriction Template.

BACKGROUND/ALTERNATIVES

On October 16, 2016, the Town Council approved Westview Townhomes, a residential development consisting of twenty (20) townhomes located at 1255 W Highway 22. The housing requirement at the time was for four (4) of the units to be restricted Affordable housing, but the applicant proposed restricting sixteen (16) units with a unique type of “master lease” Workforce Restriction that allowed local employers to master lease the units and then sublease the units to their qualifying employees.

On December 17, 2018 the Town Council approved an Amendment to the Development Plan for Westview Townhomes to change the Special Restriction from the Master Lease Restriction to the Workforce Rental and/or Workforce Ownership Restriction Templates that were approved by the JIM on November 5, 2018.

The property has been marketed for sale and is currently under contract. The new developer has contacted the Housing Department Staff concerning the Workforce Ownership Restriction template. Staff worked through the issues raised by the developer, identified others and has provided changes for Council consideration. The developer has raised three (3) concerns:

1. The Workforce Ownership Restriction as written does not allow the developer to own the units during the period they are for sale. The developer is requesting a change to the language to allow it to own the units, and possibly rent the units, until it gets the units sold. The developer requested that it be allowed five (5) years to sell the units, and, if the development gets foreclosed, an additional two (2) years for the owning lender to sell the units.
 - In order to address this issue the following changes to the Workforce Ownership Restriction are:
 - i. An “Initial Sale” was distinguished from latter sales between the developer and individual unit owners;
 - ii. The developer’s requested period of time to sell the units was reduced from five (5) years to two (2) years for the developer to sell and an additional two (2) years for a lender to sell if the development is foreclosed upon; and
 - iii. Globally and conscientiously for each instance throughout the document the provisions were made applicable to either *or both* “the Owner” (i.e. the developer) and/or “owner” (i.e. an individual unit purchaser).
2. The developer needs construction financing to construct the development. When the units are completed, the construction financing will roll into a regular long-term mortgage. The Workforce Ownership

Restriction as written does not allow a construction lender to be a “Qualified Mortgagee.” The developer is requesting that a construction lender be included as a “Qualified Mortgagee” in the restriction.

➤ This change was agreed to by staff and has been made in the Workforce Ownership Restriction.

3. The developer also requested that it be allowed to finance the project for an unlimited Loan to Value (LTV). The Workforce Ownership Restriction limits financing to 96.5% of LTV to qualify as a “Qualified Mortgage.” The reason behind the developer’s request was to finance cost overruns.

➤ Instead of providing an unlimited LTV, the Workforce Ownership Restriction was changed to allow for an LTV of 100%.

An additional concern raised by the Legal and Housing Departments results from the fact that, since the developer is also a Qualified Mortgagee and subject to the Restriction, the Housing Department needs to be able to exercise its Purchase Option for one (1) *or more than one* (1) unit.

In order to address this issue, staff changed the Workforce Ownership Restriction so the Housing Department has the ability to **not** only exercise its Purchase Option for multiple Residential Units as a group, but also the ability to exercise such an Option for individual Residential Units.

COMPREHENSIVE PLAN 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).

STAKEHOLDER ANALYSIS

Stakeholders include the public, Town/County staff, Elected Officials, and the developer.

FISCAL IMPACT

N/A

STAFF IMPACT

Housing Department staff and legal staff will have another restriction that does not match the templates to administer and enforce.

LEGAL REVIEW

Reviewed by Lea Colasuonno.

ATTACHMENTS

Workforce Ownership Restriction (redline and clean versions)

RECOMMENDATION

1. Staff recommends making the changes to allow the developer to be an owner of the units until the units are sold to a qualified household. This is something that was intended by the restriction but was never contemplated while writing the restriction. Staff discussed the allowed time period for selling the units. The Workforce Ownership Restriction allows the developer to set the initial sales price of the home. Staff has concerns about the developer setting the price too high and then intentionally holding out on selling the units to get a higher price for the home instead of selling them for a price that the market will bear at the time they are completed. Staff recommends allowing two (2) years for the developer to sell with an additional two (2) years for a lender to sell if foreclosed upon. If not sold within two (2) years, the developer will be required to lower the price of the homes. The Workforce Ownership Restriction allows the Housing Department to seek enforcement of the restriction according to Division 8.9 of the Land

Development Regulations. Included in Division 8.9 is the ability for the Town of Jackson to fine the developer \$750.00 per day, per offense after the two (2) year period expires. This gives the developer incentive to sell the units in a timely manner.

2. Construction lenders were not included as “Qualified Mortgagees” because normally a construction loan is paid off by a refinance with a new long-term mortgage once the development is completed. The restriction is not recorded on the property until the construction is completed but prior to Certificate of Occupancy so the construction lender is not normally a party to the restriction. Staff recommends including construction lenders as “Qualified Mortgagees” to allow for financing where a construction loan is rolled into a long-term mortgage.
3. Staff recommends allowing financing up to 100% LTV. Staff is concerned that if the Housing Authority must purchase units out of foreclosure, it could be cost prohibitive if financing is allowed for more than 100% LTV. The developer is still able to finance for more than 100% LTV if the lender is willing, but the amount over 100% of LTV will not be a “Qualified Mortgage.”
4. Staff will be bringing a modified Workforce Ownership Restriction template to the JIM with the Housing Rules and Regs Clean-up so that there is a template moving forward for this type of development scenario.

SUGGESTED MOTION

I move to approve the Workforce Ownership Restriction for Westview Townhomes including staff recommendations as presented.

**Special Restrictions
For Workforce Ownership Housing**

Located at

Insert property address, Town of Jackson, Wyoming

These Special Restrictions for Workforce Ownership Housing ("Special Restrictions") are made this ____ day of _____, 20__ (the "Effective Date"), by the undersigned Owner ("Owner") and the Town of Jackson, Wyoming.

RECITALS:

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

Insert legal description of property

PIDN: [insert PIDN number ("Land")]

WHEREAS, as a condition of its approval for _____ (collectively, "Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed as 1255 West Highway 22, Jackson, Wyoming 83001 for a 23,040 square foot residential development with 16 deed-restricted units. This development generated the obligation to provide Workforce Ownership Housing in accordance with the Approval. Owner is restricting:

- Unit _____, with _____ number of bedrooms.
- Unit _____, with _____ number of bedrooms.
- Unit _____, with _____ number of bedrooms.

(hereinafter "Residential Unit" or Residential Units").

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 W.S. §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 these Special Restrictions;

WHEREAS, the Owner is also the developer of the Residential Unit. As a condition of the Approval, the Owner is required to record these Special Restrictions after construction of the Units, after recordation of the Plat and prior to issuance of a Certificate of Occupancy for the Residential Unit. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the Owner may still hold title to the Residential Unit at the time these Special Restrictions are filed. To be clear, when used in this Agreement, the term "Owner" shall refer to the Owner signing these Special Restrictions or a lender succeeding by virtue of foreclosure to these restrictions and the term "owner" shall refer to any owner who owns the Residential Unit subsequent to the Owner.

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of Approval, 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, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and Land, and shall be enforceable by Housing Department and the Town of Jackson, Wyoming;

RESTRICTIONS:

NOW THEREFORE, in satisfaction of the conditions in the Approval, and in further consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the Land and each Residential Unit shall be owned, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS.

References made herein to the "Rules and Regulations" are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures and guidelines are on file with the Housing Department or otherwise with the Town of Jackson, or 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 these Special Restrictions shall be as set forth in the Rules and Regulations. In the case of a conflict between these Special Restrictions and the Rules and Regulations, these Special Restrictions shall apply.

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

A. Qualified Household. The ownership, use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations ("Qualified Household"). Notwithstanding the foregoing, it is understood and acknowledged by the parties that upon recordation of these Special Restrictions the Owner may still hold title to the Residential Unit. If Owner still holds title to the Residential Unit at the time the Special Restrictions are recorded, the Owner is not required to be a Qualified Household. However, Owner understands and acknowledges that it is required to use commercially reasonable efforts to sell the Residential Unit to a Qualified Household in accordance with the terms and conditions contained herein within two (2) years from the date a certificate of occupancy is issued on a Residential Unit. For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional 2 years from the recordation of a foreclosure deed to sell the Residential Unit to a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

- 1 Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business. A “local business” means a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and the business serves clients or customers who are physically located in Teton County, Wyoming.
- 2 Income Requirement: The entire Qualified Household must earn at least seventy-five percent (75%) of the Household’s income from a local business, as defined above.
- 3 No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
- 4 Determination by the Housing Department. The Housing Department shall determine whether a prospective occupant is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.
- 5 Continuing Obligation to Remain a Qualified Household. Households residing in the Residential Unit shall satisfy the definition of a Qualified Household at all times during occupancy of the Residential Unit.

B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of insert the Town of Jackson or Teton County, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.

C. Ownership by Housing Department. Notwithstanding the foregoing, the Housing Department may purchase and own the Residential Unit.

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT.

The provisions contained in this Section apply before and after the Initial Sale of the Residential Unit. “Initial Sale” is defined in this Agreement to be the sale of the Residential Unit from the Owner to a purchaser who shall subsequently become an ‘owner’. While Owner is not a Qualified Household, if the Owner rents the Residential Unit to a tenant prior to Initial Sale, the tenant must be a Qualified Household. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Occupancy.

- 1 Occupancy by Qualified Household. The Residential Unit may only be occupied by a Qualified Household, shall be such Qualified Household's sole and exclusive primary residence, and each Qualified Household occupying the Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such requirement does not violate federal or state fair housing laws.
- 2 Occupancy by Tenant. The Residential Unit occupied by a tenant shall be the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit. Only members of the Qualified Household may occupy a Residential Unit.

B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.

C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of thirty (30) cumulative days per calendar year.

D. Renting. Owner or an owner may rent the Residential Unit to a Qualified Household after verification and qualification of eligibility by the Housing Department.

E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than thirty-one (31) days.

F. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.

G. Maintenance. Owner or an owner shall take good care of the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, Owner or an owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.

H. Capital Improvements. Owner or an owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.

I. Insurance. Owner or an owner shall keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the Residential Unit.

J. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.

K. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the Rules and Regulations and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, an Owner or owner shall comply, and shall cause all occupants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to an Owner or owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by an Owner or owner. An Owner or owner shall maintain such records for a period of two (2) years.

SECTION 4. TRANSFER LIMITATIONS.

Residential Unit(s) may only be sold in accordance with Sections 5, 6 and 7 below or transferred in accordance herewith as follows:

A. Divorce. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, 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.

B. Death. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the death of an owner, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of such deceased owner, 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.

C. 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 these Special Restrictions and 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:

- 1 The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household.
- 2 If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she 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.
- 3 A Nonqualified Transferee shall comply with these Special Restrictions, the Rules and Regulations, the Declaration, zoning and all Laws governing the ownership, occupancy, use, development or transfer of the Residential Unit, and further may only occupy the Residential Unit with the prior written consent of the Housing Department

SECTION 5. INITIAL SALE OF THE RESIDENTIAL UNIT.

At Initial Sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as Owner and prospective buyer may determine and subject to these Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (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. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

SECTION 6. RESALE OF RESIDENTIAL UNIT.

For the purposes of this Agreement, "Resale" shall mean all sales subsequent to the Initial Sale. At Resale, an owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the "Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the "Maximum Resale Price," as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department's determination of the Maximum Resale Price, the resale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%)) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such resale of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer's Acknowledgment of Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 7. MAXIMUM RESALE PRICE.

This Section shall apply only to a Resale of the Residential Unit. To further the Town of Jackson's goal of providing affordable housing, after the Initial Sale, a Residential Unit may not be sold for a purchase price in excess of the "Maximum Resale Price." The Maximum Resale Price is the current owner's purchase price plus an increase in price of the Denver-Boulder-Greeley CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (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 Resale Price, the actual sales proceeds delivered to a selling owner 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 and absolute discretion. Finally, to ensure that the real price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection

with the sale of the Residential Unit. The calculation of the Maximum Resale 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 RESALE OF A RESIDENTIAL UNIT, AN OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.

SECTION 8. DEFAULT.

Each of the following shall be considered a default ("Default") subsequent to notice and opportunity to cure that is consistent with the Rules and Regulations:

A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.

B. Vacancy of a Residential Unit for more than sixty (60) days continuously.

C. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. An Owner or owner shall notify the Housing Department in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five (5) calendar days of an Owner or owner's notification.

D. If the Residential Unit is taken by execution or by other process of law, or if an Owner or owner is judicially declared insolvent according to law, or if any assignment is made of the property of an owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or an Owner owner's property by a court of competent jurisdiction.

E. Fraud or misrepresentation by purchaser, the Owner, a subsequent owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a designee of the Housing Department, shall send written notice to Owner or the then current owner of such violation, the required action to cure and the timing for such cure. If Owner or owner disputes the Housing Department's decision, Owner or owner shall proceed in accordance with the Rules and Regulations.

SECTION 9. DEFAULT REMEDIES.

In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Purchase Option.

- 1 The Housing Department shall have the option to purchase the Residential Unit for a purchase price equal to the Maximum Resale Price, or the appraised value whichever is less, subject to the Housing Department's ability to limit appreciation as provided in this Section ("Option") and further subject to the Housing Department's ability to reduce proceeds as provided above. In the event a purchase Option is exercised on a residential unit while the Owner has not completed the Initial Sale of the unit and a loan described in Section 10(A)(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 these Special Restrictions. In the event Owner still has not completed the Initial Sale of multiple units, and the Housing Department exercises its Purchase Option Default Remedy against a number of units that is less than the total number of units that have not yet had an Initial Sale, the Purchase Option Default Remedy shall be prorated. The Housing Authority's prorated cost shall be determined by dividing the number of units held by the Owner which have not yet been subject to an Initial Sale that the Housing Authority is exercising its Purchase Option on by the total number of units held by the Owner which have not yet been subject to an Initial Sale to determine the percentage of units held by the Owner which have not yet been subject to an Initial Sale the housing authority is exercising its purchase option on. The outstanding principal, accrued interest and reasonable costs of a an outstanding loan described in Section 10(A)(1) shall then be multiplied by the foregoing percentage.
- 2 If the Housing Department desires to exercise its Option, the Housing Department shall provide written notice to Owner or owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. The Option must be exercised within ninety (90) days from receipt of a notification of borrower Default or the property foreclosure.

B. Forced Resale. The Housing Department may require an owner to sell the Residential Unit in accordance with the resale procedures set forth in these Special Restrictions and the Rules and Regulations. Such sale shall be subject to these Special Restrictions.

C. Whether the Housing Department elects to exercise its Option or to force a sale in accordance herewith, 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 two percent (2%) facilitation fee to the Housing Department;

SIXTH, to the payment of any penalties assessed against Owner or owner by the Housing Department;

SEVENTH, to the repayment to the Housing Department 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 on

Owner or owner's behalf;

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

NINTH, any remaining proceeds shall be paid to Owner or owner.

If there are insufficient proceeds to satisfy the foregoing, Owner or owner shall remain personally liable for such deficiency.

D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Resale, an owner hereby irrevocably appoints the then-serving Housing Manager as such owner's attorney-in-fact to effect any such purchase or sale on owner's behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as the Housing Department 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.

E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

F. Equitable Relief. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

G. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 10. QUALIFIED MORTGAGE.

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

- 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, which are have a maximum loan to value ratio of One Hundred percent (100%); and
- 2 Is an owner's mortgage and the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (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

3 runs in favor of a "Qualified Mortgagee," defined as:

- i. 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
- ii. 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
- iii. 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 an Owner or owner or any family member of Owner or owner; or
- iv. JHTCA 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.
- v. the provider of a loan as described in Section 10(A)(1).

B. Any mortgage, lien or other encumbrance executed or recorded against a Residential Unit that is not a Qualified Mortgage shall:

- 1 be deemed unsecured; and
- 2 only be a personal obligation of Owner or owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a default hereunder and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right of the Housing Department to purchase and to force a sale.

C. In the event Owner or an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner 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:

1. Cure such default and assume the payments and other obligations of Owner. In such event, Owner shall be in default of these Special Restrictions, and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its Option to purchase and its right to force a sale. In addition to such remedies, Owner shall also be liable to the Housing Department for any amounts advanced.
2. Acquire the loan from the lender by paying the balance due together with accrued interest and reasonable costs, and the Housing Department 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 Housing Department shall determine.

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 these Special Restrictions.

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH AN OWNER 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 THESE SPECIAL RESTRICTIONS.

SECTION 11. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

A. Termination by the Town of Jackson. These Special Restrictions may be terminated after a determination by the Town of Jackson that these Special Restrictions are no longer consistent with the Town's goals for affordable housing.

B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions 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:

- 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 an owner.
- 2 The Housing Department did not exercise its rights as provided in Section 10, Qualified Mortgage.
- 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 Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) an owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to owner or any member of the Qualified Household, or (iv) the Housing Department.
- 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 Owner or owner of the foreclosed Residential Unit.
- 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 an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's or an owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

Nothing herein shall limit or restrict Owner's or an owner's right of statutory redemption, in which event, if Owner or an owner redeems, these Special Restrictions shall remain in full force and effect.

C. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and any subsequent owner of the Residential Unit, and recorded in the Teton County Clerk's Office against the title to the Land, in whole or in part, with the written consent of Owner or any subsequent owner of the Residential Unit and the Town of Jackson, Wyoming.

D. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 12. SPECIAL RESTRICTIONS AS COVENANT.

These Special Restrictions 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.

SECTION 13. NOTICES.

All notices required to be served upon the parties to these Special Restrictions shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address in the manner provided for giving notice.

To Housing Department

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

With a Copy to: insert the Town of Jackson or Teton County.
Jackson, WY 83001.

To Owner:

insert owner's address

SECTION 14. 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 these Special Restrictions, 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.

SECTION 15. CHOICE OF LAW, FORUM.

These Special Restrictions 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 these Special Restrictions or its subject matter. Owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 16. SEVERABILITY.

Each provision of these Special Restrictions 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.

SECTION 17. SECTION HEADINGS.

Paragraph or section headings within these Special Restrictions 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.

SECTION 18. WAIVER.

No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 19. INDEMNIFICATION.

Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and insert the Town of Jackson or Teton County, 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 Owner's or an owner's breach of any provision of these Special Restrictions. Owner or owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County, Wyoming.

SECTION 20. SUCCESSORS AND ASSIGNS.

These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 21. GOVERNMENTAL IMMUNITY.

Neither insert the Town of Jackson or Teton County, Wyoming nor the Housing Department waives governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

Insert declarant's organization (corporation):

Insert name of signor, insert title of signor

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged before me by insert name of signor, as insert title of signor, of insert declarant's organization.

Witness my hand and official seal.

(Seal)

Notary Public My commission expires:

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS

Click here to enter name of Mayor or Chair, insert Mayor or Chair

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged before me by Click here to enter name of Mayor or Chair as insert Mayor or Chair, of insert the Town of Jackson or Teton County Board of County Commissioners, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public My commission expires:

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Insert name of Housing Manager, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the [Click here to enter day.](#) day of [Click here to enter month.](#), 20[Click here to enter year](#), the foregoing Special Restrictions for Affordable Housing was acknowledged before me by insert name of Housing Manager as Housing Manager.

Witness my hand and official seal.

(Seal)

Notary Public

AFFIRMED

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS:

[Click here to enter name of Mayor or Chair](#), insert Mayor or Chair

ATTEST

[Click here to enter name of Clerk](#), insert Town Clerk or County Clerk

**Special Restrictions
For Workforce Ownership Housing
Located at**

Insert property address insert Town of Jackson or Teton County,
Wyoming

These Special Restrictions for Workforce Ownership Housing ("Special Restrictions") are made this ____ day of _____, 20__ (the "Effective Date"), by the undersigned Owner ("Owner") and the Town of Jackson, Wyoming.

RECITALS:

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

Insert legal description of property

PIDN: [insert PIDN number ("Land")]

WHEREAS, as a condition of its approval for permit DEV _____ (collectively, "Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed as 1255 West Highway 22, Jackson, Wyoming 83001 for a _____ square foot ~~retail/service/office/residential/etc.~~ building 23,040 square foot residential development with 16 deed-restricted units. This development generated the obligation to provide Workforce Ownership Housing in accordance with the Approval. Owner is restricting:

- Unit _____, with _____ number of bedrooms.
- Unit _____, with _____ number of bedrooms.
- Unit _____, with _____ number of bedrooms. (hereinafter "Residential Unit" or "Residential Units").

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 W.S. §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~~ these Special RestrictionRestrictions;

WHEREAS, the Owner is also the developer of the Residential Unit. As a condition of the Approval, the Owner is required to record these Special Restrictions after construction of the Units, after recordation of the Plat and prior to issuance of a Certificate of Occupancy for the Residential Unit. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the Owner may still hold title to the Residential Unit at the time these Special

Restrictions are filed. To be clear, when used in this Agreement, the term "Owner" shall refer to the Owner signing these Special Restrictions or a lender succeeding by virtue of foreclosure to these restrictions and the term "owner" shall refer to any owner who owns the Residential Unit subsequent to the Owner.

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of Approval, 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, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and Land, and shall be enforceable by Housing Department and the Town of Jackson, Wyoming;

RESTRICTIONS:

NOW THEREFORE, in satisfaction of the conditions in the Approval, and in further consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the Land and each Residential Unit shall be owned, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS. References made herein to the "Rules and Regulations" are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures and guidelines are on file with the Housing Department or otherwise with the Town of Jackson, or 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 these Special Restrictions shall be as set forth in the Rules and Regulations. In the case of a conflict between these Special Restrictions and the Rules and Regulations, these Special Restrictions shall apply.

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

A. Qualified Household. The ownership, use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations ("Qualified Household"). Notwithstanding the foregoing, it is understood and acknowledged by the parties that upon recordation of these Special Restrictions the Owner may still hold title to the Residential Unit. If Owner still holds title to the Residential Unit at the time the Special Restrictions are recorded, the Owner is not required to be a Qualified Household. However, Owner understands and acknowledges that it is required to use commercially reasonable efforts

to sell the Residential Unit to a Qualified Household in accordance with the terms and conditions contained herein within ~~5~~two (2) years from the date a certificate of occupancy is issued on a Residential Unit. For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional 2 years from the recordation of a foreclosure deed to sell the Residential Unit to a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

1 Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business. A "local business" means a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and the business serves clients or customers who are physically located in Teton County, Wyoming.

2 Income Requirement: The entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a local business, as defined above.

3 No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.

4 Determination by the Housing Department. The Housing Department shall determine whether a prospective occupant is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.

5 Continuing Obligation to Remain a Qualified Household. Households residing in the Residential Unit shall satisfy the definition of a Qualified Household at all times during occupancy of the Residential Unit.

B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of insert the Town of Jackson or Teton County, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.

C. Ownership by Housing Department. Notwithstanding the foregoing, the Housing Department may purchase and own the Residential Unit.

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT.

~~Unless otherwise provided,~~ The provisions contained in this Section apply ~~only~~ before and after the Initial Sale of the Residential Unit. "Initial Sale" is defined in this Agreement to be the sale of the Residential Unit from the Owner to a purchaser who shall subsequently become an 'owner'. ~~Notwithstanding,~~ While Owner is not a Qualified Household, if the Owner rents the Residential Unit to a tenant prior to Initial Sale, the tenant must be a Qualified Household. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Occupancy.

~~A.~~ 1 Occupancy by Owner ~~Qualified Household~~. The Residential Unit may only be occupied by a Qualified Household, shall be such Qualified Household's sole and exclusive primary residence, and each Qualified Household occupying the Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such requirement does not violate federal or state fair housing laws.

~~1~~ 2 Occupancy by Tenant. The Residential Unit occupied by a tenant shall be the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit. Only members of the Qualified Household may occupy a Residential Unit.

B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.

C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of thirty (30) cumulative days per calendar year.

D. Renting. Owner ~~s~~ or A ~~an owner~~ may rent the Residential Unit to a Qualified Household after verification and qualification of eligibility by the Housing Department.

E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than thirty-one (31) days.

F. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.

G. Maintenance. ~~The~~ Owner or A ~~an~~ owner shall take good care of the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, ~~the~~ Owner or an owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as

Formatted: CM7, Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: CM7, No bullets or numbering

Formatted: Justified, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0"

Formatted: Default, No bullets or numbering

Formatted: Default, Justified

speedily as practical.

H. Capital Improvements. ~~The Owner~~ or An owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.

I. Insurance. ~~The Owner~~ or An owner shall keep the Residential Unit continuously insured against “all risks” of physical loss (not otherwise covered by a homeowner’s association insurance), for the full replacement value of the Residential Unit.

J. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner’s association, as the same may be adopted from time to time.

K. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the Rules and Regulations and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, an Owner or owner shall comply, and shall cause all occupants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to an Owner or owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by an Owner or owner. An Owner or owner shall maintain such records for a period of two (2) years.

SECTION 4. TRANSFER LIMITATIONS. ~~Each~~The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. Residential Unit(s) may only be sold in accordance with Sections 5, 6 and 7 below or transferred in accordance herewith as follows:

A. Divorce. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, 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.

B. Death. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the death of an owner, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of such deceased owner, 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.

C. 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 these Special Restrictions and 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:

1 The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household.

2 If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she 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.

3 A Nonqualified Transferee shall comply with these Special Restrictions, the Rules and Regulations, the Declaration, zoning and all Laws governing the ownership, occupancy, use, development or transfer of the Residential Unit, and further may only occupy the Residential Unit with the prior written consent of the Housing Department

SECTION 5. INITIAL SALE OF THE RESIDENTIAL UNIT. At ~~initial sale~~ Initial Sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as Owner and prospective buyer may determine and subject to these Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (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. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

SECTION 6. RESALE OF RESIDENTIAL UNIT. ~~An Owner. This Section shall apply only to the Resale of the Residential Unit.~~ For the purposes of this Agreement, "Resale" shall mean all sales subsequent to the Initial Sale. At Resale, an owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the "Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the "Maximum Resale Price," as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department's determination of the Maximum Resale Price, the ~~sale~~ resale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%)) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such ~~conveyance~~ resale of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer's Acknowledgment of Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 7. MAXIMUM RESALE PRICE. This Section shall apply only to a Resale of the Residential

Formatted: Justified

Unit. To further the Town of Jackson's goal of providing affordable housing, after the ~~initial sale~~Initial Sale, a Residential Unit may not be sold for a purchase price in excess of the "Maximum Resale Price." The Maximum Resale Price is the current owner's purchase price plus an increase in price of the Denver-Boulder-Greeley CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (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 Resale Price, the actual sales proceeds delivered to a selling owner 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 and absolute discretion. Finally, to ensure that the ~~sale~~real price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale 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 RESALE OF A RESIDENTIAL UNIT, AN OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.

SECTION 8. DEFAULT. Each of the following shall be considered a default ("Default") subsequent to notice and opportunity to cure that is consistent with the Rules and Regulations, which shall be no less than 30 days:

- A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.
- B. Vacancy of a Residential Unit for more than sixty (60) days continuously.
- C. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. An Owner or owner shall notify the Housing Department in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five (5) calendar days of an Owner or owner's notification.
- D. If the Residential Unit is taken by execution or by other process of law, or if an Owner or owner is judicially declared insolvent according to law, or if any assignment is made of the property of ~~Owner~~an owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or an Owner owner's property by a court of competent jurisdiction.
- E. Fraud or misrepresentation by purchaser, the Owner, a subsequent owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other

informational requirement to the Housing Department.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a designee of the Housing Department, shall send written notice to Owner or the then current owner of such violation, the required action to cure and the timing for such cure. If Owner or the owner disputes the Housing Department's decision, Owner or the owner shall proceed in accordance with the Rules and Regulations.

SECTION 9. DEFAULT REMEDIES. In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Purchase Option.

1 The Housing Department shall have the option to purchase the Residential Unit for a purchase price equal to the Maximum Resale Price, or the appraised value whichever is less, subject to the Housing Department's ability to limit appreciation as provided in this Section ("Option") and further subject to the Housing Department's ability to reduce proceeds as provided above. In the event a purchase Option is exercised on a residential unit while the Owner has not completed the Initial Sale of the unit and a loan described in Section 10(A)(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 these Special Restrictions. In the event Owner still has not completed the Initial Sale of multiple units, and the Housing Department exercises its Purchase Option Default Remedy against a number of units that is less than the total number of units that have not yet had an Initial Sale, the Purchase Option Default Remedy shall be prorated. The Housing Authority's prorated cost shall be determined by dividing the number of units held by the Owner which have not yet been subject to an Initial Sale that the Housing Authority is exercising is Purchase Option on by the total number of units held by the Owner which have not yet been subject to an Initial Sale to determine the percentage of units held by the Owner which have not yet been subject to an Initial Sale the housing authority is exercising its purchase option on. The outstanding principal, accrued interest and reasonable costs of a an outstanding loan described in Section 10(A)(1) shall then be multiplied by the foregoing percentage.

1

Formatted: Justified

2 If the Housing Department desires to exercise its Option, the Housing Department shall provide written notice to Owner or the current owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. The Option must be exercised within ninety (90) days from receipt of a notification of borrower Default or the property foreclosure.

B. Forced Sale/Resale. The Housing Department may require Owner an owner to sell the Residential Unit in accordance with the resale procedures set forth in these Special Restrictions and the Rules and Regulations. Such sale shall be subject to these Special Restrictions.

C. Whether the Housing Department elects to exercise its Option or to force a sale in accordance herewith, 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 two percent (2%) facilitation fee to the Housing Department;

SIXTH, to the payment of any penalties assessed against Owner or ~~an~~ owner by the Housing Department;

SEVENTH, to the repayment to the Housing Department 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 on Owner ~~an~~ or ~~an~~ owner's behalf;

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

NINTH, any remaining proceeds shall be paid to Owner or owner.

If there are insufficient proceeds to satisfy the foregoing, Owner or owner shall remain personally liable for such deficiency.

D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Sale Resale, Owner an owner hereby irrevocably appoints the then-serving Housing Manager as such Owner owner's attorney-in-fact to effect any such purchase or sale on Owner owner's behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as the Housing Department 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.

Formatted: Justified

E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

F. Equitable Relief. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

G. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 10. QUALIFIED MORTGAGE.

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

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, which are have a maximum ~~not bound by the below~~ loan to value ratios of One Hundred percent (100%); and-

Formatted: Default, Justified, Indent: Left: 0", Hanging: 0.5", Space After: 13.5 pt, Line spacing: At least 13.4 pt, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0"

2 Is an owner's mortgage and the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (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

Formatted: Default, Justified, Space After: 11.3 pt

3 runs in favor of a "Qualified Mortgagee," defined as:

Formatted: Default

- i. 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
- ii. 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
- iii. 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 an Owner or owner or any family member of Owner or an owner; or
- iv. JHTCA 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.

v. the provider of a loan as described in Section 10(A)(1).

Formatted: Font: 11 pt

Formatted: Indent: Left: 0.5", Hanging: 0.5"

B. Any mortgage, lien or other encumbrance executed or recorded against a Residential Unit that is not a Qualified Mortgage shall:

- 1 be deemed unsecured; and
- 2 only be a personal obligation of Owner or an owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a default hereunder and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right of the Housing

Department to purchase and to force a sale.

C. In the event Owner or an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner 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:

1. Cure such default and assume the payments and other obligations of Owner. In such event, Owner or ~~an owner~~ shall be in default of these Special Restrictions, and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its ~~option~~ Option to purchase and its right to force a sale. In addition to such remedies, Owner or ~~an owner~~ shall also be liable to the Housing Department for any amounts advanced.

Formatted: Justified

2. Acquire the loan from the lender by paying the balance due together with ~~reasonable~~ accrued interest and reasonable costs, and the Housing Department 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 Housing Department shall determine.

Formatted: Justified

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 these Special Restrictions.

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH AN OWNER 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 THESE SPECIAL RESTRICTIONS.

Formatted: Justified

SECTION 11. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

A. Termination by the Town of Jackson. These Special Restrictions may be terminated after a determination by the Town of Jackson that these Special Restrictions are no longer consistent with the Town's goals for affordable housing.

B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions 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:

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 an owner.

2. The Housing Department did not exercise its rights as provided in Section 10, Qualified Mortgage.

Formatted: Justified

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 Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) ~~Owner~~an owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to ~~Owner~~owner or any member of the Qualified Household, or (iv) the Housing Department.

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 Owner ~~or the owner~~ of the foreclosed Residential Unit.

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 an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to ~~Owner's or an owner's~~ default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

Nothing herein shall limit or restrict ~~Owner's or~~ an owner's right of statutory redemption, in which event, if ~~Owner or~~ an owner redeems, these Special Restrictions shall remain in full force and effect.

C. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto ~~and any subsequent owner of the Residential Unit~~, and recorded in the Teton County Clerk's Office against the title to the Land, in whole or in part, with the written consent of Owner ~~or any subsequent owner~~ of the Residential Unit ~~Complex~~ and the Town of Jackson, Wyoming. ~~To the extent any Qualified Mortgage is outstanding, any amendment shall require the consent of Qualified Mortgagees.~~

D. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 12. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions 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.

SECTION 13. NOTICES. All notices required to be served upon the parties to ~~this~~these Special Restrictions shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address in the manner provided for giving notice.

Formatted: Font: 11 pt

Formatted: Justified

To Housing Department

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

With a Copy to: insert the Town of Jackson or Teton County. insert the Town of Jackson or Teton County. Jackson, WY 83001.

To Owner

Commented [LC1]: Need this info

SECTION 14. 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 these Special Restrictions, 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.

SECTION 15. CHOICE OF LAW, FORUM. These Special Restrictions 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 these Special Restrictions or its subject matter. Owner or Aff owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 16. SEVERABILITY. Each provision of these Special Restrictions 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.

SECTION 17. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions 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.

SECTION 18. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 19. INDEMNIFICATION. Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and insert the Town of Jackson or Teton County, 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 Owner's or an owner's breach of any provision of these Special Restrictions. Owner or owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County, Wyoming.

SECTION 20. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 21. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, Wyoming nor the Housing Department waives governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

Insert declarant's organization (corporation):

Insert name of signor, insert title of signor

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of , 20__, the foregoing instrument was acknowledged before me by insert name of signor, as insert title of signor, of insert declarant's organization.

Witness my hand and official seal.

(Seal)

Notary Public My commission expires:

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS

Click here to enter name of Mayor or Chair, insert Mayor or Chair

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged before me by [Click here to enter name of Mayor or Chair](#) as [insert Mayor or Chair](#), of [insert the Town of Jackson or Teton County Board of County Commissioners, Wyoming](#).

Witness my hand and official seal.

(Seal)

Notary Public My commission expires:

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

[Insert name of Housing Manager](#), [Housing Manager](#)

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the [Click here to enter day](#). [day of](#) [Click here to enter month](#)., 20[Click here to enter year](#), the foregoing Special Restrictions for Affordable Housing was acknowledged before me by [insert name of Housing Manager as Housing Manager](#).

Witness my hand and official seal.

(Seal)

Notary Public

AFFIRMED

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS:

Click here to enter name of Mayor or Chair, insert Mayor or Chair

ATTEST

Click here to enter name of Clerk, insert Town Clerk or County Clerk



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: JUNE 13, 2019
MEETING DATE: JUNE 17, 2019

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: BRENDAN CONBOY

SUBJECT: **ITEM P18-365:** REQUEST FOR APPROVAL OF A CONDITIONAL USE PERMIT FOR A SURFACE PARKING LOT CONTAINING 24 SPACES AT 630 EAST BROADWAY FOR THE TETON COUNTY HOSPITAL DISTRICT.

APPLICANT: CTA ARCHITECTS / BRETT BENNETT

OWNER: TETON COUNTY HOSPITAL DISTRICT

REQUESTED ACTION

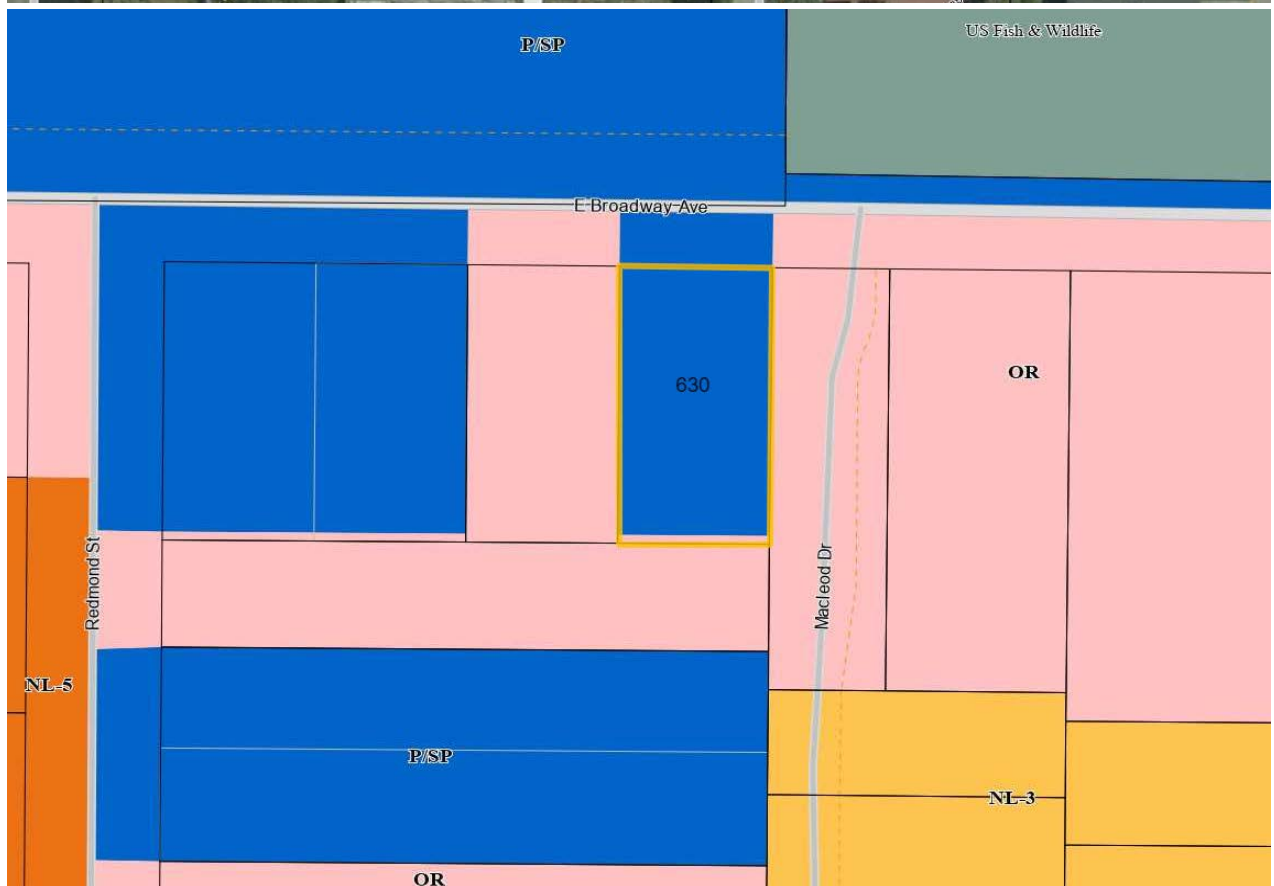
The applicants, CTA Architects and the Teton County Hospital District, are requesting approval of a Conditional Use Permit (CUP) at 630 East Broadway for a surface parking lot containing 24 spaces.

APPLICABLE REGULATIONS

Section 4.2.1 Public/Semi-Public – Town (P/SP-ToJ)
Section 8.4.2 Conditional Use Permit (CUP)

LOCATION

The subject property is addressed as 630 E. Broadway and legally described as LOT 4, BLK 1, REDMOND-2 (fka OJ-001604). An aerial photo and zoning map are shown on the following page showing the general location of the proposed site.



BACKGROUND

The subject site is approximately 0.2 acres in size, measuring 67.3' wide by 130' deep (8,739.6 SF). It is zoned Public/Semi-Public (P/SP) and is currently a vacant lot. To the north is the St. John's Medical Campus zoned P/SP, to the east across Macleod Drive is the Jackson Hole Community Counseling Center zoned Office Residential (OR), to the south are additional parking lots for the Jackson Hole Baptist Church and St. John's zoned OR and P/SP, and to the west is the Jackson Hole Baptist Church zoned OR.

- On June 16, 2003, the Jackson Town Council passed Ordinance 728, which amended the Town of Jackson Official Zoning District Map designation of the property described as Lots 1, 2 & 4, Block 1, 2nd Redmond Plat and Lots 6 & 7, Block 1, 2nd Redmond Plat to Public/Semi-Public (P/SP) zoning district. The subject parcel, Lot 4, was rezoned from the then Office Professional zone (OP) to P/SP.
- On November 15, 2004, the Jackson Town Council voted to approve Item #03-21.2 a request for a Conditional Use Permit and a Final (Intermediate) Development Plan to allow the construction of a 24 space parking lot at 630 E Broadway. This request was approved in conjunction with Item #03-21.3 a Conditional Use Permit to construct a 30,700 SF medical office building at 610 E Broadway. On November 16, 2005, the Town Council chose to table indefinitely a request for a six month extension so that the applicant could work with staff to identify possible alternatives. Approximately a year and half later on June 18, 2007, the Town Council voted to deny an additional 6 month extension after the applicant had determined that project would not move forward as originally approved. As a result the associated permits expired.
- On May 14, 2018, the applicant had a pre-application meeting with staff in regards to a surface parking lot at 30 Redmond Street, which was later approved as item P18-221, and a new maintenance shop and storage space at 630 E Broadway. The applicant has since determined that the 630 E Broadway site would be better utilized as parking. As a result, staff requested that the applicant provide a comprehensive parking analysis for the all of the Hospital properties in order to better determine the Hospital's parking needs and future land uses. A discussion regarding the parking analysis is included in this report under Staff Analysis.

PROJECT DESCRIPTION

The applicant is seeking a Conditional Use Permit to pave a vacant lot for surface parking in support of the St. John's Medical Center operations consisting of 24 spaces. While it remains to be determined whether this lot will serve hospital staff or be utilized for general parking, the hospital parking lots on Redmond are primarily used for staff parking though not designated so, and it is likely that this lot will also be utilized for staff parking. Staff has added a condition of approval requiring the hospital to develop a comprehensive Parking Management and Alternative Mobility Plan to be developed in conjunction with any future applications for additional surface parking or applications requiring Town approval at which point the designation of user groups to specific parking lots will be contemplated.

The improvements will include additional landscaping to the site as well as screening on the East Broadway frontage, and lighting improvements for security purposes. The parking lot is in compliance with the standards of the P/SP zone and the requirements of Div. 6.2. Parking and Loading Standards.

Below is the Physical Development Standards of the P/SP zone and Div 6.2 as they pertain to this project:

Two Rows of Parking - 90° Angle	Required	Proposed	Complies?
Disability Parking	1 per 25 spaces	1	Yes
Bicycle Parking	1 per 10 vehicle spaces	N/A	Yes, as conditioned*
Plant Units	1 per 8 spaces (3 Plant Units)	3	Yes
Landscape Surface Ratio	N/A	14% or 1,224 sf	Yes
Snow Storage	2.5%	220 SF - 2.5%	Yes**
Circulation	Two-Way	Two-Way	Yes
Drive Aisle Width	24'	24'	Yes
Parking Space Width	9'	9'	Yes
Parking Space Depth	20'	18' + 2' overhang	Yes
Total Module Width	64'	64'	Yes

* Bicycle parking to be provided off site at hospital campus. See discussion below in Bike Parking Analysis.

** See Snow Storage discussion below in Staff Analysis

STAFF REVIEW

Staff has reviewed the proposed use for the subject property and has found the request to be in compliance with the LDRs and consistent with the 2012 Comprehensive Plan. Parking is an allowed use requiring a conditional use permit in the P/SP zone. The P/SP zone is notable for the fact that it does not have predetermined dimensional standards. The zone is intended to provide locations for new and existing uses and facilities of a public or semi-public nature. In particular, the P/SP-ToJ zone is intended to allow flexibility for public and semi-public uses and facilities that often have unique functional needs. According to the LDRs, “*Land in the P/SP-ToJ zone and/or facilities operated therein may be under the control of federal, state, or local governments, or other governmental entities such as a school district or hospital district*”. The Teton County Hospital District qualifies with this designation. The proposed use is in keeping with the intent of the P/SP zone as the parking area is intended to serve the St. John’s Medical Center.

However, given the scale and uses of the entire hospital campus, staff required the applicant to provide a comprehensive parking analysis for the hospital as a requirement of determining sufficiency for this application which seeks to increase surface parking area associated with hospital operations. More specifically, staff required that,

“The applicant shall provide a comprehensive parking analysis of all current and future parking supply and demand that encompasses all existing hospital owned properties and proposed additional properties, if known. In addition, the parking analysis should provide a breakdown of peak parking demand by time, user group, and location. Specifically, this analysis should contain information related to the proposed Living Center.”

Comprehensive Parking Analysis

The applicant has submitted a comprehensive parking analysis as part of this application prepared by Jorgensen Associates which is attached to this staff report. Staff required the parking analysis in order to better understand the hospital’s overall parking needs and thus the necessity of increasing surface parking on and off site for the hospital and how the proposed Living Center will affect overall parking. The parking methodology assessed fourteen existing parking lots (including this property, Lot 4) as well as on-street parking during the morning and afternoon on three mid-week days in late February and early March. During each time period the total number of occupied stalls was recorded as well as overflow parking.

The report concludes that over the 3 day period, two of which days Teton Pass was closed due to avalanche mitigation, parking at the hospital was 78.7% occupied. With the construction of the Living Center, the hospital will be losing 45 spaces reducing total parking to 531 stalls (including on-street parking) resulting in the hospital narrowly meeting total estimated parking need at 95.86% capacity. If only off-street parking is calculated the hospital does not meet total estimated parking need as the total number of off-street spaces available is 493 spaces, resulting in the hospital exceeding the available capacity of parking by 3.25%. The Planning Director agrees with the assessment that on-street parking should be taken into account as part of overall parking equation. While the P/SP zone does not address the use of on-street parking, the OR and CR-1 zones do allow for on-street parking to count towards total parking need. Given that the surrounding properties and character of the hospital uses closely resemble the character and allowed uses in the OR and CR-1 zones, it is appropriate to factor on-street parking into the total parking analysis for the St. John's Medical campus. The following tables drawn from page 10 of the attached parking study demonstrate the parking capacity challenges facing St. John's with on-street and off-street parking totals:

Study Projected Parking Demand	479 stalls
Projected Parking Demand for Senior Living Center	30 stalls
Total Projected Parking Demand	509 stalls

Total	Approximate Parking Demand	Parking Availability	Percentage of Parking Capacity
Without On-Street	509 stalls	493 stalls	103.25%
With On-Street	509 stalls	531 stalls	95.86%

Since this parking analysis includes Lot 4 in the hospital's overall calculation of parking availability it is clear that the hospital is strained in regards to available parking. Staff has determined that for the sake of this application, the comprehensive parking study is sufficient for demonstrating the need for parking improvements at this site now. Parking demand and supply for the hospital will be reviewed systematically as part of any future applications for additional surface parking or any other application requiring Town approval. Staff has informed the applicant that the comprehensive parking analysis will need to be updated this summer to better reflect peak parking demand as a parking study conducted on days when Teton Pass was closed is not a sufficient representation as staff contends that mid-summer is a more representative example of peak parking demand, especially if on-street parking spaces on adjacent streets are counted towards total parking supply. Staff has informed the applicant that future applications requiring Town approval will require this updated information and that the hospital will need to formulate a comprehensive Parking Management and Alternative Mobility Plan to address parking demand as part of any applications moving forward.

Vehicular Access / Circulation

Vehicular access is taken from East Broadway and circulation within the parking area is two-way with a T-shape 'hammerhead' turnaround at the southern end of the lot. The applicant is proposing a new 24' curb cut along the central portion of the northern property line at East Broadway. An existing curb cut is located at the northeast edge of the property on East Broadway. Site development standards and access standards are not applicable in the P/SP zone, however neighboring OR zone standards allow a 24' maximum curb cut. As a result of the applicant relocating access centrally and providing a new curb cut, staff has included a condition of approval requiring the applicant to vacate the existing curb cut and replace the sidewalk to Town standards. The applicant has demonstrated their intent to complete this work on the submitted landscape plans already, however staff has added this condition of approval as the required improvements are in the Town owned right-of-way.

Affordable Workforce Housing

The proposal is exempt from Affordable Workforce Housing Standards. Per Sec. 6.3.2.C.13, employee generating development in the P/SP zone is exempt.

Lighting

Per Div 5.3.1 Exterior Lighting Standards, the P/SP zone allows 3 lumens per square foot of site development, and the maximum height of a light pole fixture is 18 feet. The applicant has proposed four, 16' tall, shielded light poles along the western and eastern property boundaries totaling 18,457 lumens, where 22,548 lumens are allowed. The LDRs state that organizations that primarily serve individuals with visual impairments (e.g. retirement communities, hospices, and hospitals) may use up to 4 times the illumination allowed by Sec. 5.3.1. The applicant has not proposed to take advantage of this additional lighting and is complying with the 3 lumens per sf of impervious surface standard.

The LDRs require that after 12:00 AM nonresidential sites shall extinguish or reduce their total exterior lighting by at least 30% with the exception of motion activated lighting and lighting governed by a Conditional Use Permit in which times of operation are specifically identified. As a condition of approval staff has required that the applicant submit lighting plans that demonstrate compliance with Sec. 5.3.1 Exterior Lighting of the LDRs that demonstrates compliance with light trespass, controls, and required lighting reduction.

Landscaping

The LDRs have no landscape surface ratio requirement for uses within the P/SP zoning district, however Div. 5.5. Landscape Standards requires plant units in parking lots in all zones, P/SP included. The applicant is required to provide 3 plant units and has proposed maple and ash trees, dogwood, spirea, and lilac shrubs, and native grass sod. The applicant has proposed roughly 1,224 square feet of landscaping which is an LSR of approximately 0.14. By comparison, the LSR requirement in the adjacent Office Residential zone is .20. Given that the minimum parking module width is 64' for a two-way drive aisle with 90 degree parking spaces on both sides, and the lot is 67.3' wide there is little room left over to increase landscaping on site. Section 6.2.5.A.3 of the LDRs require that, *"Parking lots shall include landscaped islands to avoid large expanses of asphalt and shall be screened from off-site, or their view substantially filtered by vegetation"*, however, additional landscape islands would only fit by replacing proposed parking spaces with landscaping. Given the relatively small size of the parking lot staff does not recommend requiring landscape islands as the intent of the requirement in the LDRs appears to be for larger, multi drive-aisle surface parking lots.

Bicycle Parking / Snow Storage

The applicant is required to provide bicycle parking as part of Div. 6.2 Parking and Loading Standards, which requires 1 bicycle parking space per 10 spots. As a result the applicant is required to provide 3 bicycle parking spaces, however they have not shown bicycle parking in their submitted plans with this application. When the applicant last appeared before Council for approval of a surface parking lot for item P18-221 at 30 Redmond Street it was noted that requiring bicycle parking on-site for an off-site surface parking lot was counterintuitive and that required bicycle parking would be better suited at the hospital campus. Therefore, staff has determined that the location and total bicycle parking requirement for the entirety of the St. John's Medical Center campus should be determined as part of the comprehensive Parking Management and Alternative Mobility Plan that will be required as part of future applications for the Hospital.

The applicant has addressed snow storage in their plans demonstrating 2.5% of impervious surface on site. The designated snow storage area has been revised on the landscape plan to accommodate snow storage by relocating proposed plantings. While the proposed snow storage area meets the minimum requirements of the

LDRs, staff notes that, given the constraints of the site, the applicant may be required to haul snow from the site elsewhere during above-average snowfall events/seasons.

Noise / Visual

Staff does not anticipate any increased noise or nuisance as a result of the proposal. The applicant has proposed landscaping and screening elements which will mitigate the visual impact of the parking lot.

Departmental Reviews

Parks and Recreation provided comments regarding the desirability of the Town and applicant working with the Jackson Hole Baptist Church to remedy the section of sidewalk in front of church that is attached and replace it with a consistent detached sidewalk like the rest of Broadway. Staff notes that the reason why the existing and proposed sidewalk jogs out from detached to attached sidewalk on the northwest corner of 630 E Broadway is that there is existing electrical equipment and a telephone pole where a detached sidewalk would be located. In response to Parks and Recreation's comments regarding the use of crab apple trees, the applicant has revised their landscape plan to replace crab apples with ash trees.

Public Works has approved the proposal and as a condition of approval requires that the proposed tree planted in the right-of-way require approval by the Urban Tree Council as well as installation of a root guard. In addition, all work within the Town's right-of-way will require a right-of-way permit.

PLANNING COMMISSION

This item appeared before the Planning Commission on May 1, 2019 and received unanimous approval. The report has been changed slightly in regards to proposed landscaping as it appeared in the previous report presented to the Planning Commission. At the time, the applicant intended to remove the fence on the eastern property line and staff asked that the applicant submit a revised landscape plan that would shift landscaping from the western edge of the lot to the eastern lot line in order to better screen the site from Macleod Drive and compensate for the fence removal. Upon further inspection by the applicant it was determined that the fence was in fact not on their property and instead on Lot 11, Broadway Park Addition Road Easement Lot, belonging to the Broadway Park HOA and therefore the fence will remain in place.

Additionally, the wording of Condition # 4 has been changed to better reflect the requirements for Hospital projects as it pertains to the Town's review authority. The conditions previously read,

"The applicant shall develop a comprehensive Parking Management and Alternative Mobility Plan to be reviewed and approved by Planning Staff and to be submitted in conjunction with any future applications related to the Senior Living Center or additional surface parking."

The condition has been revised to read,

*"The applicant shall develop a comprehensive Parking Management and Alternative Mobility Plan to be reviewed and approved by Planning Staff and to be submitted in conjunction **with any future applications requiring Town approval.**"*

STAFF FINDINGS

Pursuant to Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations, the following findings shall be made for the approval of a Conditional Use Permit.

1. **Compatibility with Future Character.** *The proposed Conditional Use shall be compatible with the desired future character of the area.*

The proposed development is located within District 2 Town Commercial Core - Subarea 2.6 Mixed Office and Residential of the 2012 Comprehensive Plan which states:

This TRANSITIONAL Subarea is envisioned to be a pedestrian-oriented mixed use area comprised of mixed use office or multifamily residential structures. The subarea currently contains a variety of single family residential, multifamily residential, office and institutional uses such as St. John's Hospital, the National Elk Refuge Headquarters and Town and County administrative facilities. The future development pattern should locate buildings toward the street predominantly two stories in height. Parking should be minimized and screened from the view of the public right of way. Office, residential and local convenience commercial should be located on the first level with residential above and behind. Some limited local convenience commercial is desirable to serve the surrounding residential areas with the goal of reducing trips outside the neighborhood. The existing institutional uses shall remain as anchors to the local economy that provide many jobs and services to the community. The bulk, scale and intensity of the St. John's campus has always been and will continue to be of a higher intensity than the surrounding mixed use and residential neighborhoods. Particular care and attention will be necessary to ensure a successful integration between this mixed use subarea and the adjacent Core Residential (Subarea 3.2). Particular attention will need to be given to the location of buildings, parking, types of uses, and intensity of uses to ensure a successful transition.

Staff finds the proposed project meets the intent and vision for this subarea as it improves a vacant lot. St. John's Hospital is explicitly listed as an institutional use in the sub-area that should remain as an anchor to the local economy. The sub-area states that particular attention will need to be given to the location of parking to ensure a successful transition. Staff has crafted conditions of approval and required a comprehensive parking analysis as part of this application. Should the lot change ownership in the future the P/SP zoning designation would be lost if the owner was not a public entity and the site will be subject to a zoning designation that is in keeping with the vision for the Subarea. In addition, staff has analyzed this application for consistency with the Policy Objectives for District 2 Town Commercial Core as follows:

Common Value 1: Ecosystem Stewardship

Not applicable.

Common Value 2: Growth Management

Policy 4.1.b: Emphasize a variety of housing types, including deed-restricted housing

Not applicable.

Policy 4.1.d: Maintain Jackson as the economic center of the region

Complies. St. John's Hospital is a key employer and service provider in Teton County. Ensuring that the site has adequate parking is integral to its ongoing operation.

Policy 4.2.c: Create vibrant walkable mixed use subareas

Not applicable.

Policy 4.2.d: Create a Downtown Retail Shopping District

Not applicable.

Policy 4.2.f: Maintain lodging as a key component in the downtown

Not applicable.

Policy 4.4.b: Enhance Jackson gateways

Not applicable.

Policy 4.4.d: Enhance natural features in the built environment

Complies. The site is currently an unimproved lot. The applicant will be enhancing the site with landscaping and screening.

Common Value 3: Quality of Life

Policy 5.2.d: Encourage deed-restricted rental units

Not applicable.

Policy 6.2.b: Support businesses located in the community because of our lifestyle

Complies. This application is in support of St. John's Hospital which is necessary for providing healthcare to residents and visitors alike.

Policy 6.2.c: Encourage local entrepreneurial opportunities

Not applicable.

Policy 6.3.a: Ensure year-round economic viability

Complies. Improvements to the parking lot help address parking demand at the hospital which affects hospital operations. A well-functioning hospital is necessary for year-round economic viability.

Policy 7.1.c: Increase the capacity for use of alternative transportation modes.

Complies as conditioned. An outcome of this and associated applications has been the production of a comprehensive parking analysis which will be periodically updated as new development takes place on the hospital campus. Staff has determined that the hospital will need to create a comprehensive Parking Management and Alternative Mobility Plan in order to address their strained parking situation and has added a condition of approval to this application requiring such a plan to be completed in conjunction with applications requiring Town approval. As a result, increasing the use of alternative transportation modes will be integral to reducing parking demand at the hospital.

2. **Use Standards.** *The proposed Conditional Use shall comply with the use specific standards of Division 6.1.*

Complies. Staff finds that the proposal is compliant with the standards of Division 6.1. The proposed parking use is an allowed use within the Public/Semi-Public – (P/SP) zoning district with the approval of a Conditional Use Permit.

3. **Visual Impacts.** *The design, development, and operation of the proposed Conditional Use shall minimize the visual impact of the proposed use on adjacent lands.*

Complies as conditioned. Staff finds that the proposed operation will minimize the visual impact on adjacent lands through the provision of landscaping buffers and screening elements. While the addition of lighting to the site creates a visual impact to the area, it is in compliance as conditioned with the LDR standards and a condition of approval requires that proposed lighting demonstrate compliance with Section 5.6.1 Exterior Lighting of the LDRs.

4. **Minimizes adverse environmental impact.** *The development and operation of the proposed Conditional Use shall minimize adverse environmental impacts.*

Complies. Staff finds that the proposed use will not have an adverse environmental impact. The site is also not located within the NRO and SRO, and all proposed use and operations will be conducted within previously disturbed areas.

5. **Minimizes adverse impacts from nuisances.** *The development and operation of the proposed Conditional Use shall minimize adverse impacts from nuisances.*

Complies. Staff finds that the proposed use as conditioned minimizes adverse impacts on nuisances by providing a delineated parking area that is screened and buffered by landscaping.

6. **Impact on Public Facilities.** *The proposed Conditional Use shall not have a significant adverse impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMT facilities.*

Complies. Staff finds that the proposal as conditioned will have no significant adverse impact on public facilities.

7. **Other Relevant Standards/LDRs.** *The development and operation of the proposed Conditional Use shall comply with all standards imposed on it by all other applicable provisions of the LDRs and all other Town Ordinances.*

Complies. Staff finds that the proposed use complies with the provisions of the LDRs and with all other Town Ordinances.

8. **Previous Approvals.** *The proposed Conditional Use shall be in substantial conformance with all standards or conditions of any prior applicable permits or approvals*

Not applicable to this proposal.

ATTACHMENTS

Applicant Submittal
Departmental Reviews
Parking Study

PUBLIC COMMENT

None.

FISCAL IMPACT

None.

STAFF IMPACT

There will be no significant impact to staff resources if the proposed project is approved.

LEGAL REVIEW

Complete.

RECOMMENDATIONS / CONDITIONS OF APPROVAL

The Planning Director and the Planning Commission recommend **approval** of a Conditional Use Permit (P18-356) for a surface parking lot for the property located at 630 E Broadway, subject to the departmental reviews and the following four conditions of approval:

1. Prior to issuance of a Grading Permit, the applicant shall provide a bond in the amount of 125% of the cost of all landscaping.
2. The applicant shall replace the existing and now abandoned curb cut to Town standards to match the grade of existing sidewalk.
3. The applicant shall submit lighting plans with Grading Permit submittal that demonstrate compliance with Sec. 5.3.1 Exterior Lighting of the LDRs that demonstrates compliance with light trespass, controls, total allowable lighting on site, and required lighting reduction times.
4. The applicant shall develop a comprehensive Parking Management and Alternative Mobility Plan to be reviewed and approved by Planning Staff and to be submitted in conjunction with any future applications requiring Town approval.

SUGGESTED MOTION

Based upon the findings as presented in the staff report and as made by the applicant for item P18-356, I move to make findings 1-8 as set forth in Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations relating to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals to approve a Conditional Use Permit for a surface parking lot for the property addressed at 630 East Broadway subject to the departmental reviews attached hereto and the following four conditions of approval:

1. Prior to issuance of a Grading Permit, the applicant shall provide a bond in the amount of 125% of the cost of all landscaping.
2. The applicant shall replace the existing and now abandoned curb cut to Town standards to match the grade of existing sidewalk.

3. The applicant shall submit lighting plans with Grading Permit submittal that demonstrate compliance with Sec. 5.3.1 Exterior Lighting of the LDRs that demonstrates compliance with light trespass, controls, total allowable lighting on site, and required lighting reduction times.
4. The applicant shall develop a comprehensive Parking Management and Alternative Mobility Plan to be reviewed and approved by Planning Staff and to be submitted in conjunction with any future applications requiring Town approval.



PLANNING PERMIT APPLICATION
Planning & Building Department
Planning Division

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | fax: (307) 734-3563
Jackson, WY 83001 | www.townofjackson.com

For Office Use Only

Fees Paid _____
Check # _____ Credit Card _____ Cash _____
Application #s _____

PROJECT.

Name/Description: Parking Improvements
Physical Address: 630 East Broadway
Lot, Subdivision: LOT 4, BLK 1, REDMOND-2 PIDN: 22-41-16-34-1-11-001

OWNER.

Name: Teton County Hospital District Phone: 307-733-3636
Mailing Address: PO Box 428, Jackson, WY ZIP: 83001
E-mail: Johnston, James <JJohnston@tetonhospital.org>

APPLICANT/AGENT.

Name: Brett Bennett (CTA Architects & Engineers) Phone: 307-733-9955
Mailing Address: PO Box 7364, Jackson, WY ZIP: 83002
E-mail: Brett Bennett <brettbennett@ctagroup.com>

DESIGNATED PRIMARY CONTACT.

____ Owner ☒ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; see Fee Schedule for applicable fees.

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

PRE-SUBMITTAL STEPS. *Pre-submittal steps, such as a pre-application conference, environmental analysis, or neighborhood meeting, are required before application submittal for some application types. See Section 8.1.5, Summary of Procedures, for requirements applicable to your application package. If a pre-submittal step is required, please provide the information below. If you need assistance locating the project number or other information related to a pre-submittal step, contact the Planning Department. If this application is amending a previous approval, indicate the original permit number.*

Pre-application Conference #:	<u>P18-218</u>	Environmental Analysis #:	<u>N/A</u>
Original Permit #:	<u>N/A</u>	Date of Neighborhood Meeting:	<u>N/A</u>

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. Provide one electronic copy (via email or thumb drive), and two hard copies of the submittal packet.*

Have you attached the following?

- ☒ **Application Fee.** 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.
- ☒ **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. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.
- ☒ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is held, the submittal requirements will be reviewed at the conference followed by a written summary. The submittal requirements on the TOJ website are intended as a reference to assist you in submitting a sufficient application.

FORMAT.

The main component of any application is demonstration of compliance with all applicable Land Development Regulations (LDRs) and Resolutions. The submittal checklists are intended to identify applicable LDR standards and to outline the information that must be submitted to sufficiently address compliance with those standards.

For some submittal components, minimum standards and formatting requirements have been established. Those are referenced on the checklists where applicable. For all other submittal components, the applicant may choose to make use of narrative statements, maps, drawings, plans and specifications, tables and/or calculations to best demonstrate compliance with a particular standard.

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 Owner or Authorized Applicant/Agent
Brett Bennett (CTA Architects and Engineers)

Name Printed

12.21.2018

Date
Architect

Title

LETTER OF AUTHORIZATION

Teton County Hospital District

PO Box 428, Jackson, Wyoming, 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Teton County Hospital District dda St. John's Medical Center

, "Owner" whose address is: _____

, as the owner of property

more specifically legally described as: Parcel: 22-41-16-34-1-11-001

StAddr: 630 E BROADWAY AVENUE Deed: 643 WD 673 Location: LOT 4, BLK 1, REDMOND-2

NW 1/4 NE 1/4 Section 34 T41N R116W 6th P.M.

(If too lengthy, attach description)

HEREBY AUTHORIZES Hoyt CTA Architects and Engineers, PO Box 7364, Jackson, Wyoming 83002

as

agent to represent and act for Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Town of Jackson, or the Town of Jackson Planning, Building, Engineering and/or Environmental Health Departments relating to the modification, development, planning or replatting, improvement, use or occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application or any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platting or replatting, improvement, occupancy or use of any structure or land involved in the application shall take place until approved by the appropriate official of the Town of Jackson, in accordance with applicable codes and regulations. Owner agrees to pay any fines and 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 or regulations applicable to the action sought to be permitted by the application authorized herein.

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.

OWNER:

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Facilities Director

(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)

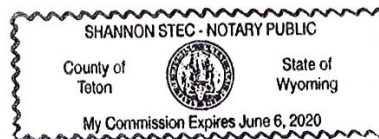
The foregoing instrument was acknowledged before me by James Johnston this 11 day of June, 2016.

WITNESS my hand and official seal.

(Notary Public)

My commission expires: 6/6/2020

(Seal)





WARRANTY DEED

Bud Harley, LLC, a Wyoming limited liability company, GRANTOR, of Teton County, Wyoming, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, and pursuant to an IRC § 1031 tax deferred exchange on behalf of Grantor, CONVEYS and WARRANTS to Teton County Hospital District, dba St. John's Medical Center, a Public Wyoming Hospital District, GRANTEE, whose address is P.O. Box 428, Jackson, Wyoming 83001, all of its undivided interest in and to the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to wit:

Lots 1, 2, 4, 6 & 7 of the 2nd Redmond Plat, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 15, 1937 as Plat No. 122.

PIN #s 22-41-16-34-1-11-003 (Lots 1 & 2)
22-41-16-34-1-11-011 (Lot 4)
22-41-16-34-1-11-005 (Lots 6 & 7)

Grantor: BUD HARLEY LLC
Grantee: TETON COUNTY HOSPITAL*
Doc 0688884 bk 643 pg 673-673 Filed at 4:19 on 11/03/06
Sherry L Daigle, Teton County Clerk fees: 8.00
By MICHELE E. FAIRHURST Deputy

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of sight and/or record.

WITNESS our hands this 2ND day of ~~October~~ ^{November} 2006.

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

Bud Harley, LLC, a Wyoming limited liability company:

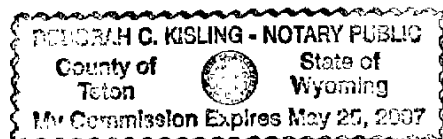
Roger M. Brecheen, M. D. Managing Member

Kathy L. Watkins
Kathy L. Watkins, Managing Member

STATE OF WYOMING)
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 2ND day of ~~October~~ ^{November} 2006 by Roger M. Brecheen, M.D. and Kathy L. Watkins who each do verify that the foregoing instrument is signed in the name of, on behalf of, and by authority of said limited liability company.

WITNESS my hand and official seal.



Deborah C. Kisling
Notary Public
My Commission Expires: May 25, 2007

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#: P18-218

Date of Conference: 8/1/2018

Planning Staff: Brendan Conboy

PROJECT.

Name/Description: St. John's Hospital Parking Improvements

Physical Address: 630 E. Broadway

Lot, Subdivision Lot 4, Block 1, Redmond 2 PIDN: 22-41-16-34-1-11-001

Zoning District(s): P/SP

Overlay(s): N/A

STAKEHOLDERS.

Applicant: Brett Bennett – CTA

Owner: Teton County Hospital Dist DBA St John's Hospital and Nursing Home

Agent: _____

REQUIRED APPLICATIONS. *This project will require the following applications:*

Application	Reason	Fee
CUP	P/SP Zone – Parking Use	No Fee for Hospital Dist

MEETING ATTENDEES:

Name	Company	Phone/Email
Brett Bennett	CTA	
Jim Barlow	CTA	
Collin Smith & Jim Johnson	St. John's	

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
CUP	2 weeks	Council	Up to 90 days for PC, up to 60 days after PC for TC
Grading Permit			

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

X **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.

X **Notarized Letter of Authorization.** See "Permit and Applications" section on Planning Department website for copy of form.

N/A **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.

Hospital District Exempt per agreement with Town – Ask Tiffany, Planning Dept. Office Manager

N/A **Review fees.** The applicant is responsible for paying any review fees and expenses from consulting services necessitated by the review of the application by the County Surveyor, Town Engineer, Title Company and any other required consultant. Such fees shall be paid prior to approval of the permit.

X **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.

X **Digital Format.** All applications submitted to the Town Planning Department must be submitted in digital format.

X	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.	
X	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.	
X	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.	
X	Findings for approval. Include in your narrative a response to the findings for approval found in LDR Div 8.5, as applicable.	
X	Proposed Development Program. Provide a table that summarizes the the projects compliance with the primary development standards (setbacks, heights, FAR, LSR, etc.). An example is found in the Administrative Manual.	
X	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.	
N/A	Floor Plans. Include floor plans for any existing buildings that will be occupied by a proposed use. If changes to existing buildings are proposed, indicate those on the floor plans.	
X	Neighborhood Meeting Summary. See Section 8.2.3 for Neighborhood Meeting requirements.	Neighborhood Meeting is Optional for CUP
	Posted Notice. See Section 8.2.14.C.4 for Posted Notice requirements for all public hearings.	Posted Notice on site at least 10 days prior to PC

ARTICLES 2 (COMPLETE NEIGHBORHOODS), 3 (RURAL AREA ZONES), and 4 (SPECIAL PURPOSE ZONES).

Applicable Zone:	P/SP
Applicable LDR Section:	4.2.1

PHYSICAL DEVELOPMENT. *Please see Subsection B in applicable Zone District for specific standards.*

Requirement	Notes
X 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)	
X Site Development (Driveway and Access limits)	Parking does not need to be set back 30', however Planning would like to see some buffer landscaped between curb and streetscape. This is flexible but should be somewhat substantial, i.e. more than 5'

<u> X </u>	Landscaping (see Div. 5.5 for more information)	1 plant unit per 8 spaces, <u>landscape islands required</u> per Sec. 6.2.5.A.3
<u> N/A </u>	Fencing (see Sec. 5.1.2 for more information)	
<u> N/A </u>	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	
<u> X </u>	Scenic Standards (see Div. 5.3 for more information)	3 lumens per sf of site development max in P/SP
	• Exterior Lighting • Scenic Resource Overlay (SRO) Standards	
<u> N/A </u>	Natural Hazards to Avoid (see Div. 5.4 for more information)	
	• Steep Slopes • Areas of Unstable Soils • Fault Areas • Floodplains • Wildland Urban Interface	
<u> N/A </u>	Signs (see Div. 5.6 for more information)	
<u> X </u>	Grading, Erosion Control, Stormwater (see Div. 5.7 for more information)	
	• Grading • Erosion Control • Stormwater Management	

USE STANDARDS. *Please see Subsection C in applicable Zone District for specific standards.*

Requirement	Notes
<u> X </u> Allowed Uses (see Div. 6.1 for more information)	
<u> X </u> Parking (see Div. 6.2 for more information)	all standards in Article 6 are applicable in the P/SP-ToJ zone, unless stated otherwise. 24' drive aisle width req'd ADA spaces w/ ground marking and signage. Compact parking spaces not allowed for <u>surface parking</u>. Town has allowed it in the past with underground or structured parking. Potentially could be done with an Admin Adjustment but unlikely.
<u> N/A </u> Employee Housing (see Div. 6.3 for more information)	P/SP exempt from Sec. 6.3
<u> N/A </u> Maximum Scale of Use	

X

Operational Standards (see Div. 6.4 for more information)

- Outside Storage
- Refuse and Recycling
- Noise
- Vibration
- Electrical Disturbances
- Fire and Explosive Hazards
- Heat and Humidity
- Radioactivity

DEVELOPMENT OPTIONS. *Please see Subsection D in applicable Zone District for specific standards.*

Requirement

Notes

N/A

Allowed Subdivision and Development Options (see Div. 7.1 and 7.2 for more information)

N/A

Residential Subdivision Requirements (see Div. 7.4 and 7.5 for more information)

- Affordable Housing
- School and Parks Exactions

N/A

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

- Town may be interested in discussing additional crosswalk improvements

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	

APPLICABILITY. *This checklist should be used when submitting an application for a **Conditional Use Permit**.*

When is a Conditional Use Permit required?

Section 6.1.1 of the LDRs contains the Use Schedule for all zones. Allowed uses that require a Conditional Use Permit are denoted with a “C.” You can also determine whether a Conditional Use Permit is required by referencing Subsection C of the applicable zone.

Do I need a Pre-Application Conference first?

Yes, a Pre-Application Conference is required.

FINDINGS FOR APPROVAL. *The application shall include a narrative statement addressing each of the applicable Findings for Approval, found in **Section 8.4.2, Conditional Use Permit**.*

A conditional use permit shall be approved upon finding the application:

1. Is compatible with the desired future character of the area; and
2. Complies with the use specific standards of Division 6.1: Allowed Uses and the zone; and
3. Minimizes adverse visual impacts, and;
4. Minimizes adverse environmental impacts; and
5. Minimizes adverse impacts from nuisances; and
6. Minimizes adverse impacts on public facilities; and
7. Complies with all other relevant standards of these LDRs and all other Town Ordinances; and
8. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.

GENERAL INFORMATION.

_____ **Response to Pre-Application Conference Summary Checklist.** During the pre-application conference, you will be provided with a summary and checklist of applicable LDR standards and requirements that must be addressed for a sufficient application.



PROPOSED DEVELOPMENT PROGRAM

Planning & Building Department Planning Division

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | fax: (307) 734-3563
Jackson, WY 83001 | www.townofjackson.com

PROPOSED DEVELOPMENT PROGRAM. *If a proposed development program is required as part of an application, it should be submitted as a table, in the following format.*

PROPOSED DEVELOPMENT PROGRAM 630 E BROADWAY / LOT 4, REDMOND-2		
Area Calculations. Please complete for each affected lot or parcel.		
	Base Site Area	Adjusted Site Area
Gross Site Area	8,712 SQFT	8,712 SQFT
Land within road easements and rights-of-way	0 SQFT	
Land within existing vehicular access easements	0 SQFT	
Land between levees or banks of rivers and streams	0 SQFT	
Lakes or ponds > 1 acre	0 SQFT	
Land previously committed as open space in accordance with these or prior LDRs	0 SQFT	
50% of lands with slopes greater than 25%	0 SQFT	
Calculated Totals	8,712 SQFT	8,712 SQFT

Development Calculations. Please complete for each structure or use.				
	LDR Standard	Existing	Proposed	Gross
Number of units or density	N/A			
Floor area (by use if applicable)	N/A			
FAR or maximum floor area	N/A			
Site Development	N/A			
Landscape Surface Ratio	N/A			
Setbacks	N/A			
Front or street yard	N/A			
Rear yard	N/A			
Side yard	N/A			
Side yard	N/A			
Height	N/A			



Date: December 21, 2018

Hoyt/CTA Architects
PO Box 7364
Jackson, WY 83002
Contact: Brett Bennett 307.733.9955 (brettbennett@ctagroup.com)

Conditional Use Permit Narrative

Location: 630 East Broadway Avenue (Lot 4, BLK 1, Redmond-2)

Project Description: Surface Parking Improvements

1. Existing Conditions

- a. Vicinity map: Refer to Permit Drawings
- b. Existing conditions: Site is vacant and currently used for St. John's Medical Center parking.

2. Property History

- a. Purchased in Nov 2006.
- b. Existing residence demolished in 2015. Site reclaimed to grade.

3. Use

- a. Parking facility to support Institutional assembly - Hospital use, Living Center, and Professional Office Building.

4. Zoning

- a. P/SP Public Semi/Public
- b. The purpose of the Public/Semi Public - Town (P/SP-ToJ) zone is to provide locations for new and existing uses and facilities of a public or semi-public nature. In particular, the P/SP-ToJ zone is intended to allow flexibility for public and semi-public uses and facilities that often have unique functional needs, such as for height, floor area, setbacks, and impervious surface, that cannot be accommodated in other zoning districts. Land in the P/SP-ToJ zone and/or facilities operated therein may be under the control of federal, state, or local governments, or other governmental entities such as a school district or **hospital district**. It is not the intent of these LDRs that property in the P/SP-ToJ zone retain that designation after the property is divested by the public entity. At the time P/SP-ToJ designated land is transferred, or is proposed to be transferred, into private ownership, the property shall be reclassified to an appropriate zoning district to allow private use pursuant to the Jackson/Teton County Comprehensive Plan.

5. Findings

a. Compatible with character

- i. Located in the District 2 commercial core of the comp plan
- ii. Sub 2.6 mixed use
- iii. St. John's campus
- iv. Vibrant pedestrian mixed use district with variety and strategic location for parking related to the Hospital institutional use within 500 feet of the campus

6. Complies with use standards

- a. P/SP zoning relating to the hospital institutional use as a support facility providing surface parking for the hospital and Living Center.
- b. Direction and standards from the LDRs relating to the adjoining zones and requirements for screening, pedestrian frontage, landscaping standards, off-street parking standards, and lighting standards.

7. Minimizes visual impacts

- a. Use of landscape design and plant materials to screen the surface parking

8. Minimizes environmental impacts

- a. Not in the Natural resource overlay. Storm water design and management to retain and filter runoff

9. Minimizes nuisances impacts

- a. Hardscape and landscape improvements will reduce dust and erosion.

10. Minimizes infrastructure impacts

- a. Utilizes existing streets, curb, gutters, sidewalks, water and sewer and power utilities.

11. Complies with LDRs

- a. Follows LDR standards for development, use, environmental and compatibility with comprehensive Town planning.

12. Conformance with prior permits

- a. No existing prior permits

13. Comments

- a. In order to offset a loss of parking spaces related to the future Living Center construction and growing parking demand, additional surface parking is required to meet the functional needs of St. John's Medical Center.



Date: January 03, 2019

Hoyt/CTA Architects
PO Box 7364
Jackson, WY 83002
Contact: Brett Bennett 307.733.9955 (brettbennett@ctagroup.com)

Conditional Use Permit Narrative: Addendum No. 1 - Affordable Housing Exemption
Location: 630 East Broadway Avenue (Lot 4, BLK 1, Redmond-2)
Project Description: Surface Parking Improvements

1. Existing Conditions

- a. Vicinity map: Refer to Permit Drawings
- b. Existing conditions: Site is vacant and currently used for St. John's Medical Center parking.

2. Property History

- a. Purchased in Nov 2006.
- b. Existing residence demolished in 2015. Site reclaimed to grade.

3. Use

- a. Parking facility to support Institutional assembly - Hospital use, Living Center, and Professional Office Building.

4. Zoning

- a. P/SP Public Semi/Public
- b. The purpose of the Public/Semi Public - Town (P/SP-ToJ) zone is to provide locations for new and existing uses and facilities of a public or semi-public nature. In particular, the P/SP-ToJ zone is intended to allow flexibility for public and semi-public uses and facilities that often have unique functional needs, such as for height, floor area, setbacks, and impervious surface, that cannot be accommodated in other zoning districts. Land in the P/SP-ToJ zone and/or facilities operated therein may be under the control of federal, state, or local governments, or other governmental entities such as a school district or **hospital district**. It is not the intent of these LDRs that property in the P/SP-ToJ zone retain that designation after the property is divested by the public entity. At the time P/SP-ToJ designated land is transferred, or is proposed to be transferred, into private ownership, the property shall be reclassified to an appropriate zoning district to allow private use pursuant to the Jackson/Teton County Comprehensive Plan.

5. Findings

a. Compatible with character

- i. Located in the District 2 commercial core of the comp plan
- ii. Sub 2.6 mixed use
- iii. St. John's campus
- iv. Vibrant pedestrian mixed use district with variety and strategic location for parking related to the Hospital institutional use within 500 feet of the campus

6. Complies with use standards

- a. P/SP zoning relating to the hospital institutional use as a support facility providing surface parking for the hospital and Living Center.
- b. Direction and standards from the LDRs relating to the adjoining zones and requirements for screening, pedestrian frontage, landscaping standards, off-street parking standards, and lighting standards.

7. Minimizes visual impacts

- a. Use of landscape design and plant materials to screen the surface parking

8. Minimizes environmental impacts

- a. Not in the Natural resource overlay. Storm water design and management to retain and filter runoff

9. Minimizes nuisances impacts

- a. Hardscape and landscape improvements will reduce dust and erosion.

10. Minimizes infrastructure impacts

- a. Utilizes existing streets, curb, gutters, sidewalks, water and sewer and power utilities.

11. Complies with LDRs

- a. Follows LDR standards for development, use, environmental and compatibility with comprehensive Town planning.

12. Conformance with prior permits

- a. No existing prior permits

13. Comments

- a. In order to offset a loss of parking spaces related to the future Living Center construction and growing parking demand, additional surface parking is required to meet the functional needs of St. John's Medical Center.

14. Affordable Housing

- a. Per Division 6.3 Employee Housing Requirements, Section 6.3.1-C10, P/SP Uses. Any use in the P/SP zone is exempt from the standards of this Division.



JACKSON, WY
307.733.9955

12.21.2018

630 EAST BROADWAY / LOT 4, BLK 1, REDMOND-2
TETON COUNTY HOSPITAL DISTRICT

PERMIT SET

TOWN ZONING DISTRICT - P/SP

OWNER

TETON COUNTY HOSPITAL DISTRICT
D.B.A. ST. JOHN'S MEDICAL CENTER
625 E BROADWAY
JACKSON, WY 83001
307.733.3636
CONTACT: JAMES JOHNSTON

ARCHITECT

CTA ARCHITECTS ENGINEERS
PO BOX 7364
JACKSON, WY 83002
307.733.9955
CONTACT: BRETT BENNETT

CIVIL

JORGENSEN ENGINEERS
PO BOX 9550
JACKSON, WY 83002
307.733.5150
CONTACT: PHILLIP YANTZI

LANDSCAPE

WEAVER & ASSOCIATES LA
1605 SOUTH WOODRUFF AVENUE
IDAHO FALLS, ID 83404
208.529.9504
CONTACT: DAVID WEAVER

ELECTRICAL

DAVE NILES & ASSOCIATES
1130 WEST MAPLE WAY
SUITE 1D, JACKSON, WY
307-732-7400
CONTACT: DAVID NILES



PROJECT LOCATION
630 EAST BROADWAY, JACKSON, WY 83001

VICINITY MAP: Locator

SHEET INDEX

GENERAL	
G0.1	COVER SHEET
SURVEY SJMC LOT 4 TOPOGRAPHIC SURVEY	
CIVIL	
C1.0	TITLE, NOTES, AND VICINITY MAP
C2.0	EXISTING CONDITIONS
C2.1	SITE GRADING PLAN
C3.0	GRADING DETAILS
STRUCTURAL	
S1.0	STRUCTURAL DETAILS
LANDSCAPE	
L1.1	LANDSCAPE PLANTING PLAN
L1.2	SPRINKLER IRRIGATION PLAN
L1.3	LANDSCAPE DETAILS
L1.4	SPECIFICATIONS
ELECTRICAL	
E-1	ELECTRICAL PLANS AND DETAILS
E-2	ELECTRICAL SPECIFICATIONS

630 EAST BROADWAY, JACKSON, WY 83001
PARKING IMPROVEMENTS
TETON COUNTY HOSPITAL DISTRICT

© 2018 | ALL RIGHTS RESERV

PERMIT SET

12.21.2018
DRAWN BY | BENNETT
REVISIONS

COVER SHEET

G1.0



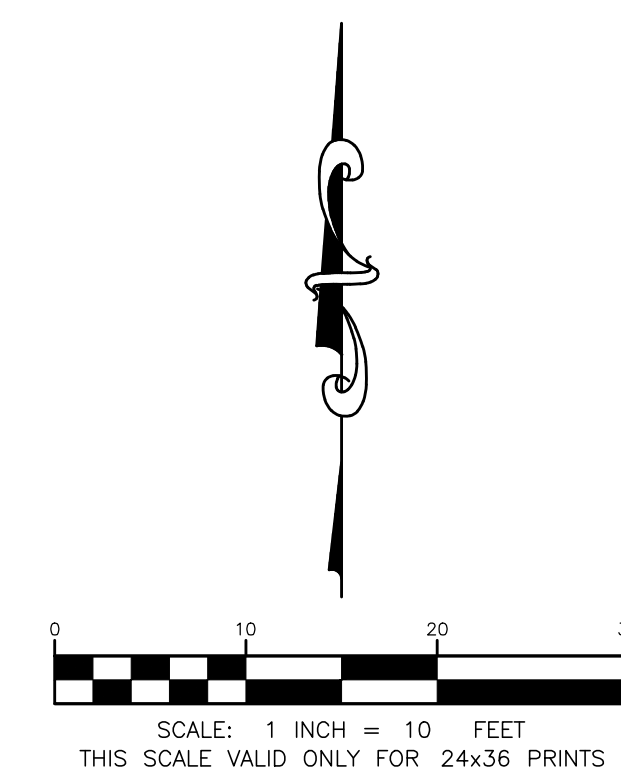
	aluminum pipe with 3" diameter aluminum cap inscribed "PLS 3831" with other appropriate markings
	reinforcing steel bar with 1 1/2" diameter plastic cap inscribed "PLS 3831"
	boundary, subject property
	boundary, adjoining property
	measured bearing & distance or curve geometry
	record bearing & distance or curve geometry, Plat 122
	centerline road
	edge of pavement
	top back of curb
	edge of gravel
	sidewalk, concrete
	flowline
	index contour, 1' interval
	intermediate contour, 0.5' interval
	spot elevation
	sign, "no parking" & "25 mph"
	fence, wood slot
	parking bumper blocks, railroad tie
	communications pedestal
	fiber optic pedestal
	fiber optic vault
	electric meter
	electric transformer
	utility pole
	guy anchor
	overhead power line
	sewer manhole
	sanitary sewer line
	hydrant, fire suppression
	water valve
	deciduous tree, caliper 6" (typical)

Street address: 630 East Broadway Avenue

Zoned P/SP LDR Section: 4.2.1. public/semi public. see article 4, special purpose zone, page 4-3.

The field survey was conducted on February 7 & 12, 2018 by Jonathan Patterson PLS 13629, using a Trimble 57 total station. The coordinate system is a user defined N=10000' and E=5000' and ground elevations established for the St. Johns Hospital project. Vertical datum NGVD - 29 sea level of 3" aluminum cap (NE corner Lot 4) = 6274.44'. Field book 565, pages 46-53.

Basis of Bearing is S00°00'33"E between northeast and southeast property corner Lot 4. Utilities visible to visible above ground verification. No FEMA flood mapping restrictions or Wyoming water rights encumber property. There has been no engineering review. Field book 565 pg 46-53, 514 pg 43-55.



Teton County Hospital District
dba St. Johns Medical Center
Lot 4, Block 1, 2nd Redmond Plat
Town of Jackson
NW 1/4 NE 1/4 Section 34
T41N R116W 6th P.M.
Teton County, Wyoming

CTA ARCHITECTS - SJMC PARKING LOT GRADING AND EROSION CONTROL PLAN

LOT 4 - BLOCK 1 REDMOND ADDITION
PIDN 22-41-16-34-1-11-001

630 EAST BROADWAY AVE.

PART OF NW¹/₄ NE¹/₄ SECTION 34,
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING

GENERAL PROJECT NOTES:

1. PROJECT SCOPE: CONSTRUCTION AND GRADING OF A NEW ASPHALT PARKING LOT AND ACCESS.

2. PROJECT ADDRESS: 630 EAST BROADWAY (PIDN: 22-41-16-34-1-11-001)

3. PROPERTY ZONE: PUBLIC/SEMI-PUBLIC (P/SP)
ZONING OVERLAY: NONE

4. PROJECT SCHEDULE: CONSTRUCTION TO BEGIN UPON PERMIT APPROVAL IN SPRING 2019 AND TO BE COMPLETED IN SUMMER 2019.

5. PROPERTY AREA = 0.20 ACRES (8,739.6 SQFT) ±

TOTAL AREA OF DISTURBANCE = 0.20 ACRES OR 8,740 SQFT
-SIDEWALK, PARKING LOT, AND GRADING DISTURBANCE

IMPERVIOUS SURFACE: (86% OF LOT)
PARKING LOT = 7,473 SQFT
TOTAL = 7,473 SQFT

BASED ON THE STORM WATER ANALYSIS FOR A 100 YEAR STORM EVENT, 350 CF OF STORAGE CAPACITY IS REQUIRED. A SURFACE DETENTION AREA WILL BE UTILIZED IN THE NORTH WEST CORNER OF THE LOT WITH A CAPACITY OF 170 CF. BECAUSE OF THE LIMITED AREA AVAILABLE, THE PARKING LOT WILL FUNCTION AS ADDITIONAL STORAGE AREA NEAR THE NORTH WEST CORNER ALONG THE 6273 CONTOUR, PROVIDING 250 CF OF STORAGE FOR A TOTAL CAPACITY OF 420 CF. DETENTION AREAS ARE SUCH THAT STORM WATER WILL INFILTRATE NATURALLY THROUGH THE GROUND. CONNECTION TO EXISTING TOWN STORM SEWER IS NOT NECESSARY.

6. SNOW STORAGE REQUIREMENT = 2.5% * 7,473 SF = 187 SQFT

7. THE EXISTING SITE IS PRIMARILY GRAVEL BASE MATERIAL

8. THE PROPERTY IS NOT WITHIN THE WILDLAND URBAN INTERFACE.

9. FEMA, 2015 FIRM FLOOD INSURANCE RATE MAP 56039C2926D, TETON COUNTY AND INCORPORATED AREAS, HAS IDENTIFIED THIS SITE AS LOCATED OUT OF THE CACHE CREEK AND FLAT CREEK FLOODWAY AND OUT OF THE SPECIAL HAZARD AREAS INUNDATED BY 500-YEAR FLOOD.

10. PREDOMINANT SOIL TYPE IS GENERALLY DESCRIBED AS GRAVELLY LOAMS OF ALLUVIAL FANS OR ALLUVIUM ORIGIN. THIS SITE IS AN UNOCCUPIED LOT WITH UNDEVELOPED LAND. NO LANDSLIDE OR BEDROCK SLUMPS ARE EVIDENT ON THE SITE.

11. BASE MAPPING PREPARED FROM GROUND SURVEYS PERFORMED BY JORGENSEN ASSOCIATES IN FEBRUARY, 2018.

12. ALL PROPOSED FENCING SHALL MEET THE WILDLIFE FRIENDLY FENCING STANDARDS AS DEFINED IN SECTION 5.1.2 OF THE TETON COUNTY LAND DEVELOPMENT REGULATIONS. NO FENCING CURRENTLY PROPOSED FOR THIS PROJECT.
- GENERAL CONSTRUCTION NOTES & SPECIFICATIONS:
1. ALL SITE WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS AND ARTICLE 5 OF TETON COUNTY LAND DEVELOPMENT REGULATIONS.

2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE APPROPRIATE WYDEQ - NPDES STORMWATER PERMIT PRIOR TO COMMENCING ANY LAND DISTURBING ACTIVITIES.

3. CONTRACTOR SHALL CONSTRUCT EROSION CONTROL STRUCTURES PRIOR TO ANY EARTHWORK OR CONSTRUCTION. EROSION CONTROL STRUCTURES SHALL BE CONSTRUCTED AND MAINTAINED BY CONTRACTOR UNTIL VEGETATION IS RE-ESTABLISHED IN DISTURBED AREAS.

4. CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND SHALL PROMPTLY NOTIFY THE ENGINEER OF ANY VARIATIONS OR DISCREPANCIES.

5. ALL EXCAVATION ACTIVITIES SHALL COMPLY WITH PERMIT REQUIREMENTS ISSUED FOR THE PROJECT. CONTRACTOR SHALL REVIEW AND BE RESPONSIBLE FOR PERMIT COMPLIANCE.

6. CONTRACTOR TO LOCATE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

7. FILL MATERIAL SHALL BE SUITABLE ON-SITE OR IMPORTED MATERIAL WITH ROCK NO LARGER THAN 8 INCHES IN DIAMETER. LARGER MATERIAL MAY BE PLACED ONLY WHEN AUTHORIZED BY THE ENGINEER.

8. SUBGRADE, PIT RUN SUBBASE, AND SITE FILL MATERIALS SHALL BE MECHANICALLY COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D698 (AASHTO T-99 - STANDARD PROCTOR DENSITY) IN LIFTS NOT TO EXCEED 8 INCHES IN LOOSE THICKNESS.

9. CRUSHED GRAVEL BASE MATERIAL SHALL BE GRADING H. CRUSHED GRAVEL BASE COURSES SHALL BE MECHANICALLY COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557 (AASHTO T-180 - MODIFIED PROCTOR DENSITY).

10. WEEDS SHALL BE CONTROLLED BY SPRAYING, LIMITING DISTURBANCE AREA, OR OTHER MEANS PRIOR TO REVEGETATION AND AFTER REVEGETATION IS COMPLETE.

11. FUGITIVE DUST WILL BE CONTROLLED BY WATERING DURING DRY PERIODS OR AS REQUIRED BY ENGINEER.

12. ALL EXCAVATED MATERIALS INCLUDING STRIPPED AND SALVAGED TOPSOIL SHALL BE STOCKPILED AND PROCESSED ON-SITE. CONFIRM STOCKPILE AND STAGING LOCATIONS WITH THE OWNER.

13. TOPS OF CUT AND FILL SLOPES SHALL BE ROUNDED TO AVOID RAVELING AND EROSION.

14. A FOUR INCH MINIMUM LAYER OF TOPSOIL SHALL BE PLACED ON ALL SLOPES AND AREAS STRIPPED FOR GRADING, PRIOR TO REVEGETATION.
- REVEGETATION SPECIFICATIONS:
1. SEED MIXTURE:

COMMON NAME	LBS./ACRE
MOUNTAIN BROME	10 LBS./ACRE
THICKSPIKE WHEATGRASS	12 LBS./ACRE
IDAHO FESCUE	6 LBS./ACRE
WESTERN WHEATGRASS	12 LBS./ACRE
ALPINE TIMOTHY	12 LBS./ACRE
TOTAL PURE LIVE SEED APPLICATION RATE	52 LBS./ACRE

2. SEED MIXES CONTAINING NATIVE FLOWERING PLANTS SUCH AS LUPINE, YARROW AND PAINTBRUSH ARE ACCEPTABLE.

3. ALL SEED SHALL COMPLY WITH WYOMING SEED LAW. SEED SHALL BE PURCHASED FROM A DEALER LICENSED WITH THE WYOMING DEPARTMENT OF AGRICULTURE. CERTIFICATIONS FOR THE SEED MIX SHALL BE PROVIDED TO THE ENGINEER PRIOR TO SEEDING.

4. TOPSOIL SHALL BE UNIFORMLY SPREAD ON PREPARED SURFACES PRIOR TO SEEDING. REMOVE FOREIGN MATERIALS, WEEDS AND UNDESIRABLE PLANTS FROM THE PREPARED SOIL PRIOR TO SEEDING.

5. HARD PACKED OR CAKED TOPSOIL SURFACES SHALL BE SCARIFIED OR DISKED PRIOR TO SEEDING.

6. SEED SHALL BE UNIFORMLY DISTRIBUTED OVER THE SURFACE BY APPROVED MECHANICAL BROADCASTING DEVICES AND THE GROUND SHALL BE IMMEDIATELY RAKED OR DRAGGED TO COVER THE SEED.

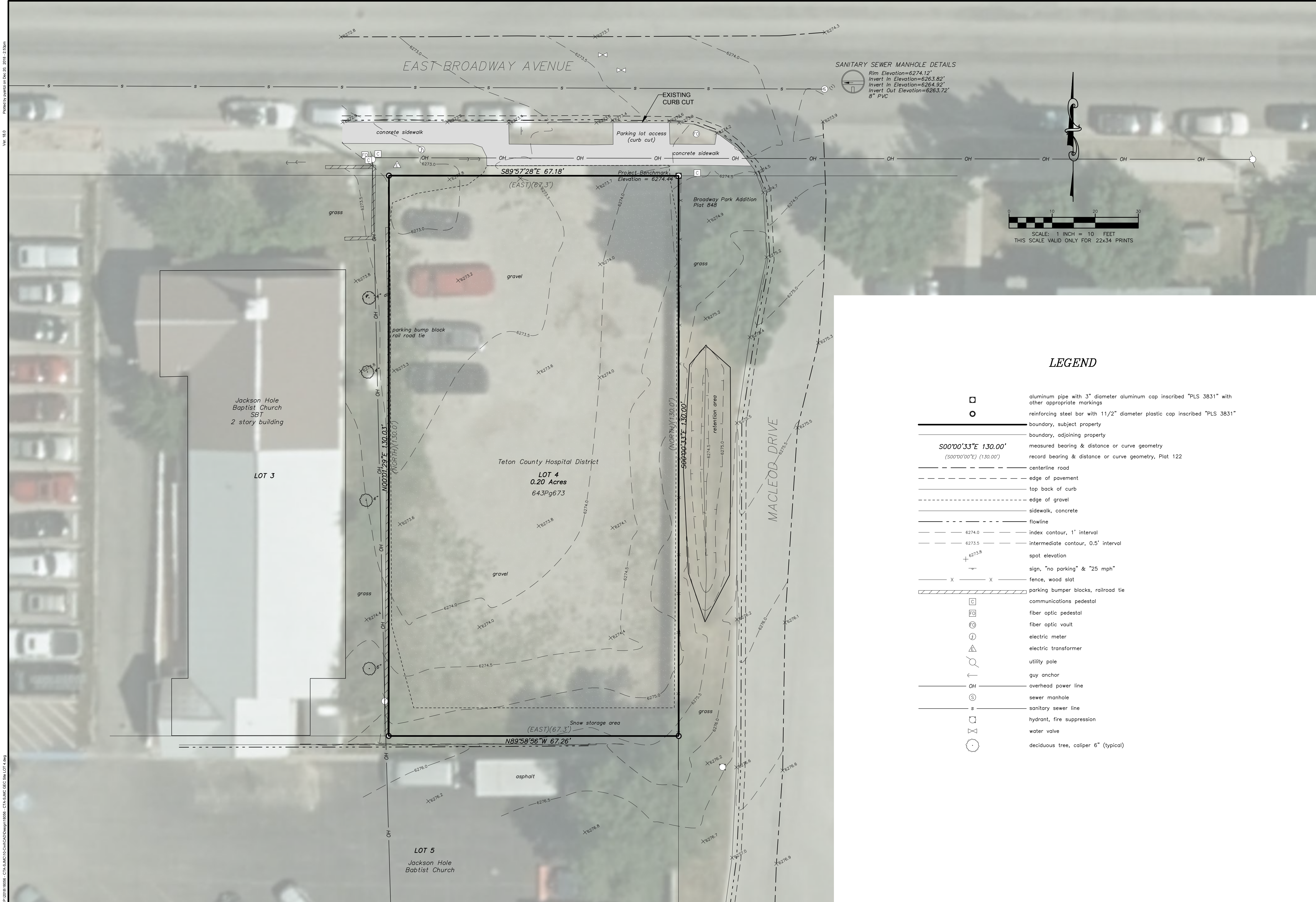
7. SEEDING SHALL BE PERFORMED BETWEEN THE TIME THE FROST LEAVES THE GROUND IN THE SPRING AND BEFORE THE FROST ENTERS THE GROUND IN THE FALL.
-
- VICINITY MAP
SECTION 34
T41N, R116W, 6TH P.M.
TETON COUNTY, WYOMING
- SHEET INDEX
- | SHEET | CONTENTS |
|-------|-----------------------------|
| C1.0 | TITLE, NOTES & VICINITY MAP |
| C2.0 | EXISTING CONDITIONS |
| C2.1 | SITE GRADING PLAN |
| C3.0 | GRADING DETAILS |
| S1.0 | STRUCTURAL DETAILS |
- OWNER

Teton County Hospital District
dba St. John's Hospital
Jim Johnston
P.O. Box 428
Jackson, WY 83001

CIVIL ENGINEER

Jorgensen Associates, P.C.
1315 S. Highway 89, #201
P.O. Box 9550
Jackson, WY 83002-9550
(307) 733-5150
- DESIGN

CTA Architects
Brett Bennett
1110 Maple Way, Ste. F
Jackson, WY 83001
(307) 733-9955
brettbennett@ctagroup.com
-
- JORGENSEN**
JACKSON, WYOMING
307.733.5150
www.jorgeng.com
-
- PROJECT TITLE:
CTA ARCHITECTS
SJMC PARKING LOT
LOT 4 BLOCK 1 REDMOND ADDITION
TOWN OF JACKSON
TETON COUNTY, WYOMING
- SHEET TITLE:
TITLE NOTES & VICINITY MAP
- | | |
|--------------|------------|
| DRAFTED BY: | PY |
| REVIEWED BY: | BB |
| PLAN VERSION | DATE |
| GEC | 12/20/2018 |
- | | |
|----------------|-------|
| PROJECT NUMBER | 18056 |
| SHEET | C1.0 |
- 33 of 64



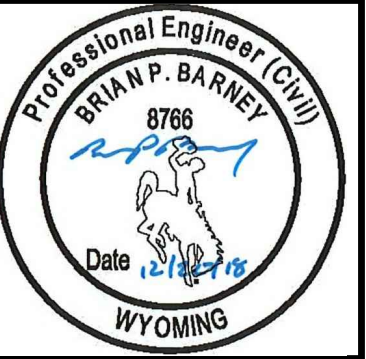
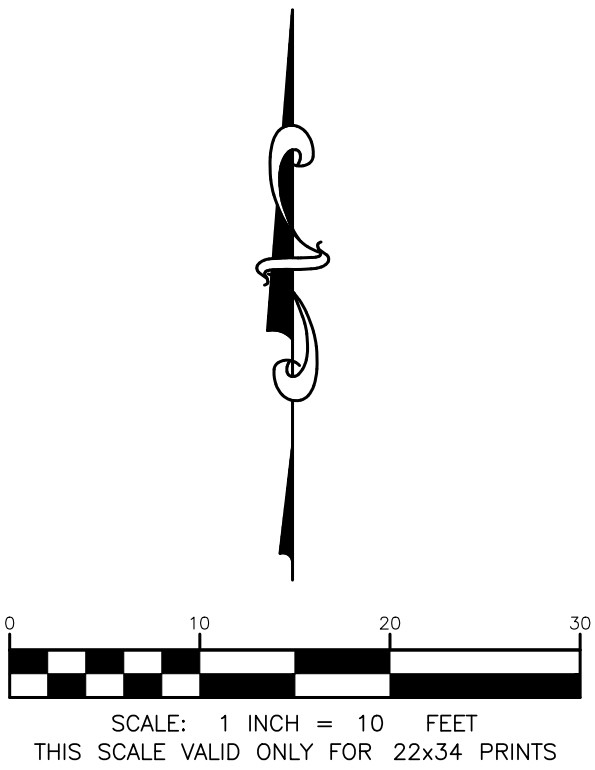
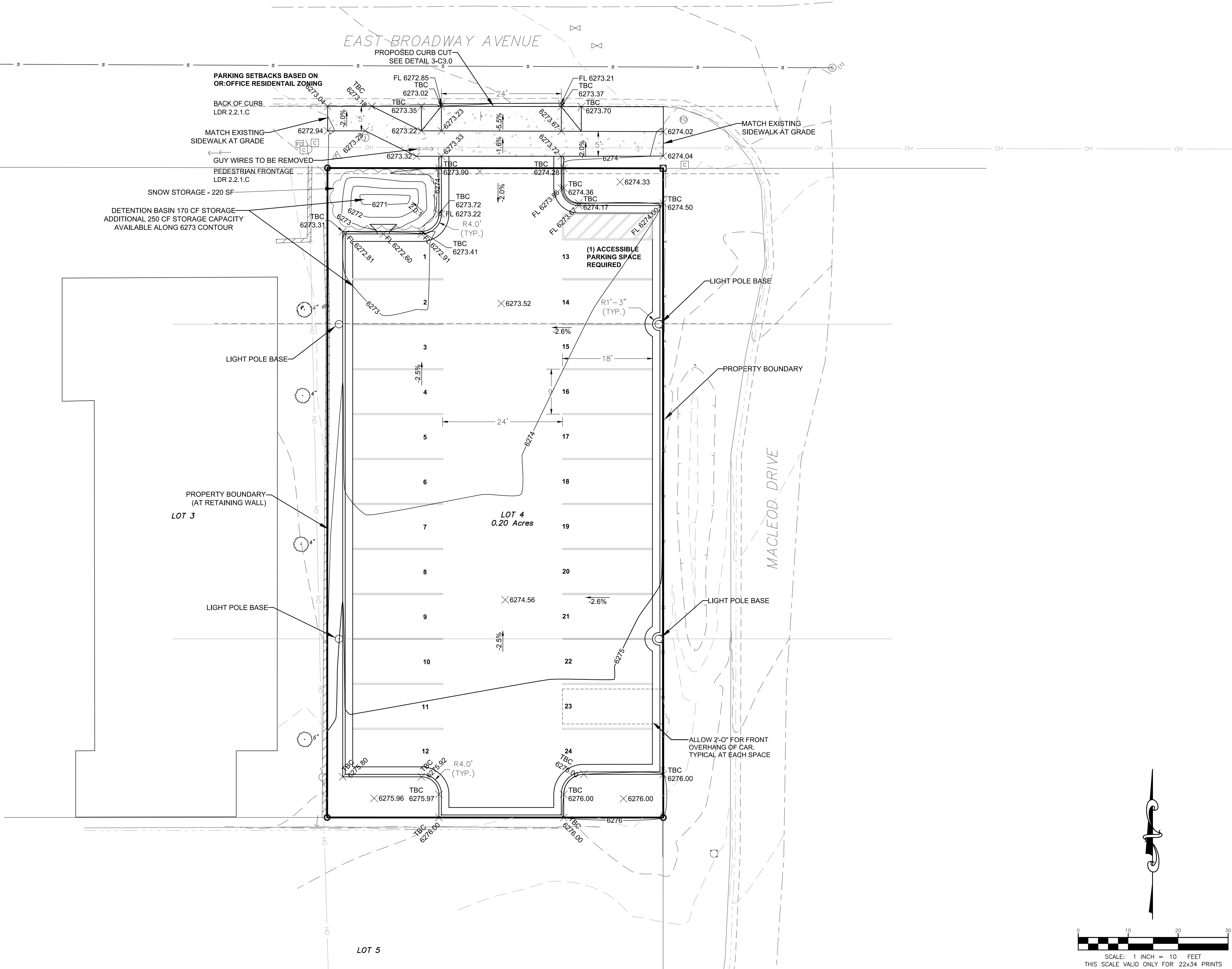
JORGENSEN
JACKSON, WYOMING
307.733.5150
www.jorgeng.com

Professional Engineer, Civil
BRIAN P. BARNEY
8766
Date 12/20/18
WYOMING

PROJECT TITLE:
CTA ARCHITECTS
SJMC PARKING LOT
LOT 4 BLOCK 1 REDMOND ADDITION
TOWN OF JACKSON
TETON COUNTY, WYOMING

SHEET TITLE:
EXISTING CONDITIONS

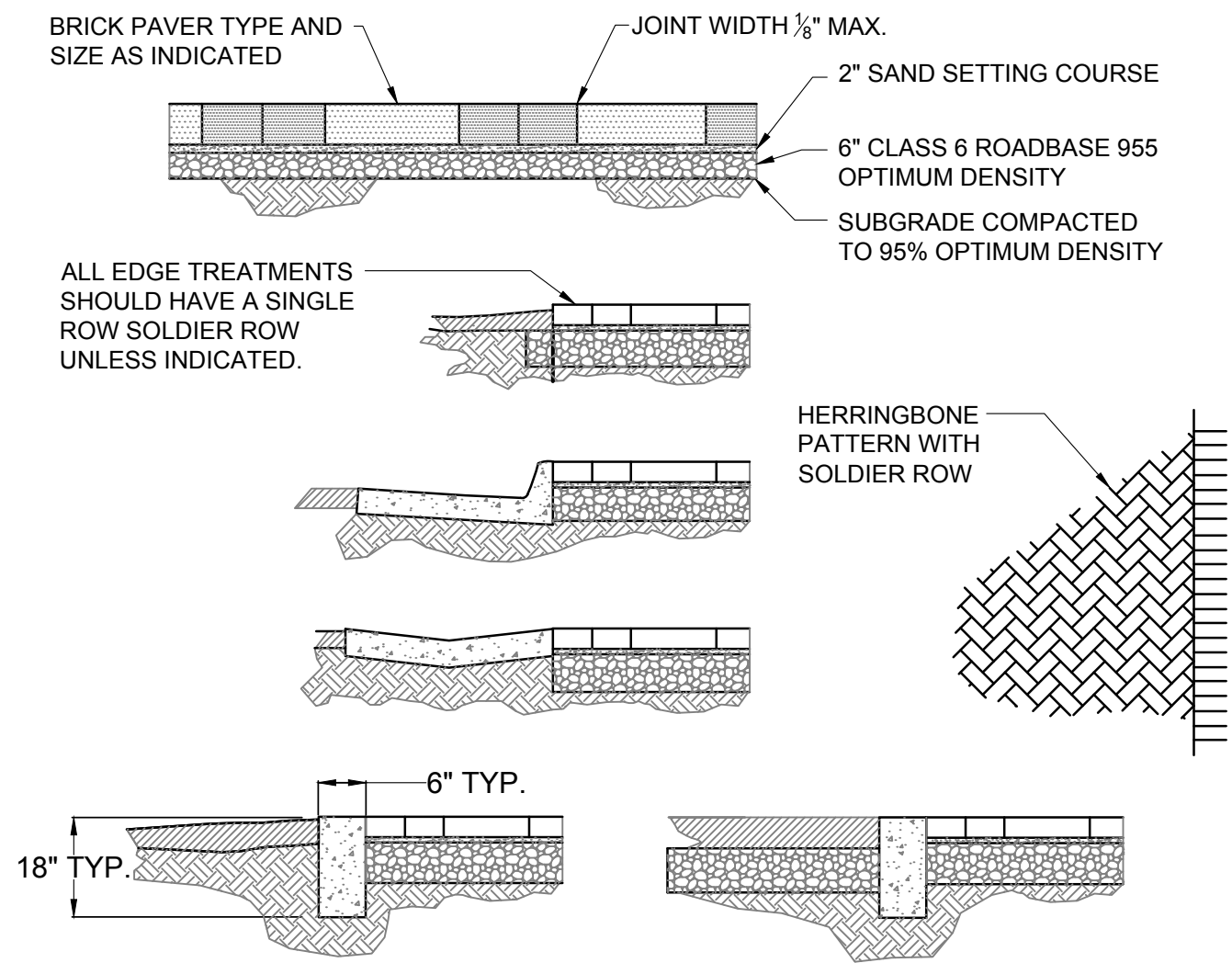
DRAFTED BY:	PY
REVIEWED BY:	BB
PLAN VERSION	DATE
GEC	12/20/2018
PROJECT NUMBER	18056
SHEET	C2.0



PROJECT TITLE:
CTA ARCHITECTS
SJMC PARKING LOT
LOT 4 BLOCK 1 REDMOND ADDITION
TOWN OF JACKSON
TETON COUNTY, WYOMING

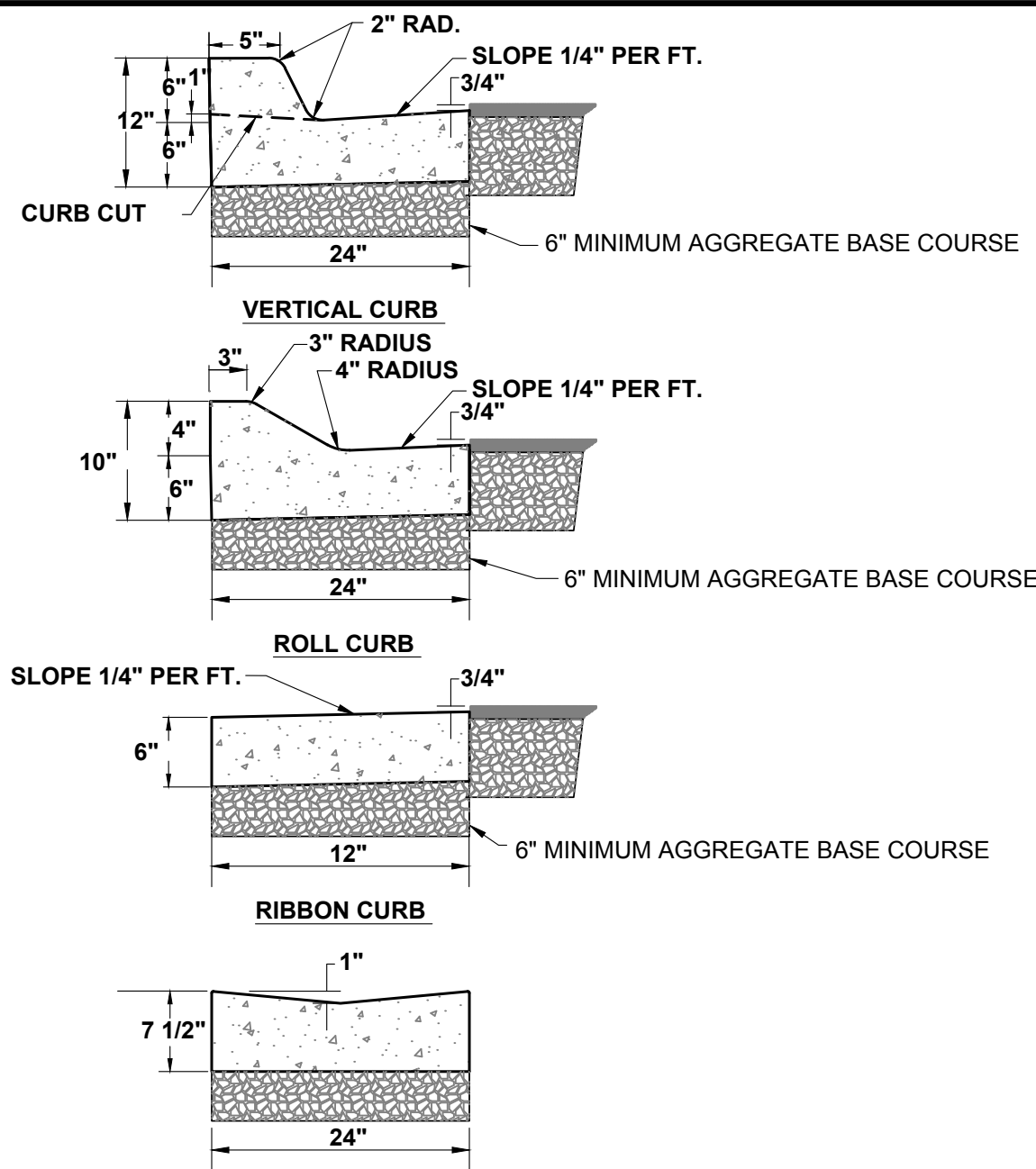
SHEET TITLE:
SITE GRADING PLAN

DRAFTED BY:	PY
REVIEWED BY:	BB
PLAN VERSION	DATE
GEC	12/20/2018
PROJECT NUMBER	18056
SHEET	C2.1



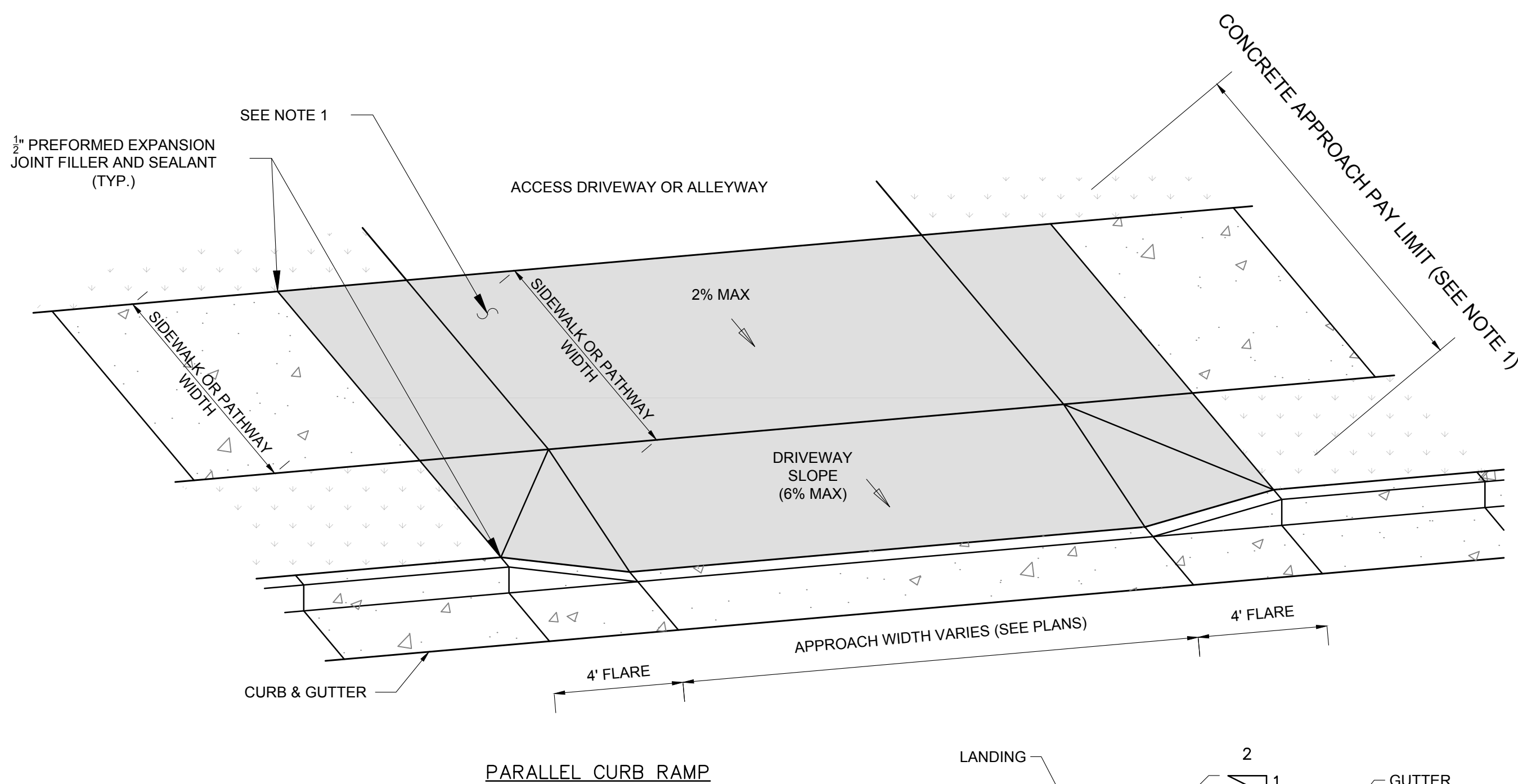
- NOTES:
1. MOLDED PLASTIC EDGE RESTRAINT. SPIKE WITH 12" STAINLESS STEEL NAILS AT 2' INTERVALS FOR DRIVES. DECREASE INTERVAL AS NEEDED TO HOLD DESIRED LINE.
 2. CONCRETE EDGE TREATMENTS INCLUDE CURB AND GUTTER, GUTTER PAN AND CONCRETE BANDS. CONCRETE SHALL BE REINFORCED WITH FIBROUS CONCRETE REINFORCING AT THE RATE OF 1.5 LB/CY.
 3. PAVERS, ASPHALT OR OTHER HARD PAVING SURFACES SHALL BE FLUSH WITH THE TOP OF CONCRETE EDGES. PLATING AND GRASS AREAS SHALL BE 1" BELOW TOP OF CONCRETE EDGES.
 4. BASE AND SUBGRADE COMPACTION TO BE 95% OPTIMUM DENSITY.
 5. UNIT PAVERS AND EDGE TREATMENTS SHALL BE APPROVED BY THE TOWN'S PUBLIC WORKS DEPARTMENT PRIOR TO INSTALLATION.
 6. REMOVE AND SALVAGE PAVERS DURING DEMOLITION FOR REUSE IN ORDER TO MATCH COLOR AND PATTERN OF EXISTING PAVERS.

1
C3.0
SIDEWALK PAVER DETAILS
NOT TO SCALE



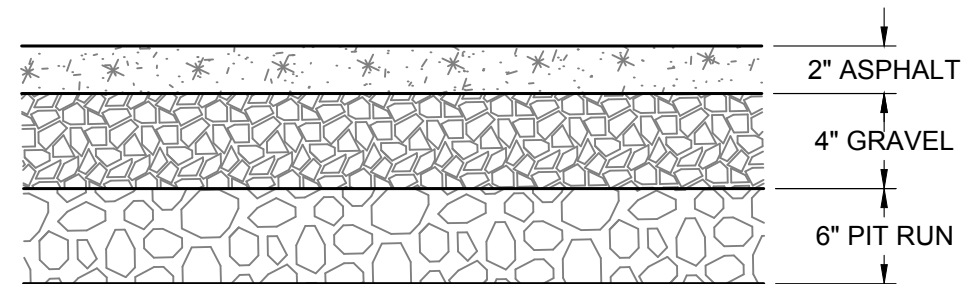
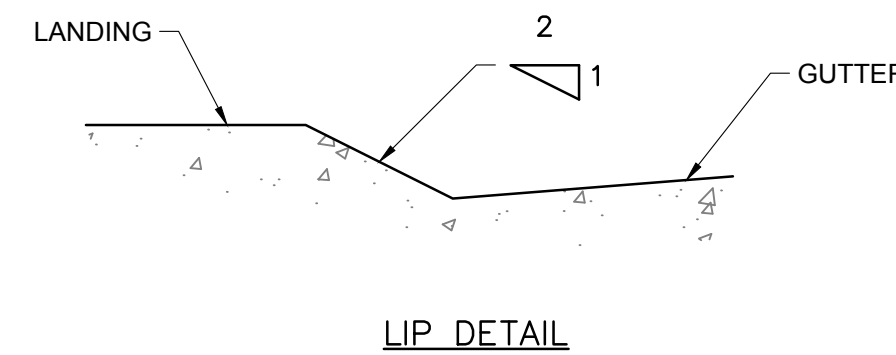
- NOTES:
1. CURBS SHALL CONFORM TO SPECIFICATION 32 16 13, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERMESH-REINFORCED CLASS 4000 CONCRETE CONFORMING WITH SPECIFICATION 32 13 13.
 2. AGGREGATE BASE COURSE SHALL BE SIX INCH MINIMUM THICKNESS, CONFORM TO SPECIFICATION 31 05 16, PART 2.03, GRADING H, AND BE INSTALLED PER SPECIFICATION 32 11 23, PART 3.03.
 3. REMOVAL AND REPLACEMENT OF CURB SHALL TAKE PLACE IN FULL PANELS.
 4. VERTICAL CURB SHALL BE USED IN PREFERENCE TO ROLL CURB.
 5. ALL CURB CUTS SHALL HAVE A MINIMUM 5' TAPER FROM CUT CURB TO FULL BACK CURB

2
C3.0
CURB DETAILS
NOT TO SCALE

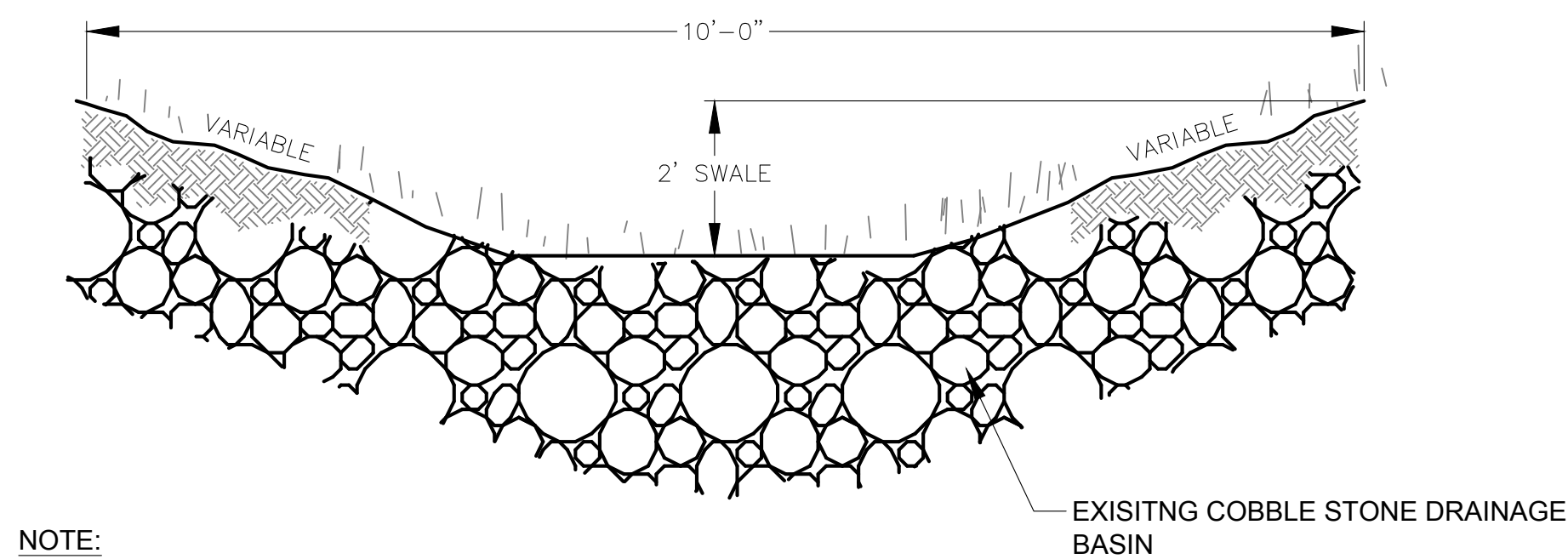


- NOTES:
1. RAMP SLOPE SHALL NOT EXCEED 1V:12H.
 2. CROSS SLOPE ON ALL SIDEWALKS AND LANDINGS AT 2% TO PAVEMENT.
 3. LIP DETAIL: CURB RAMPS WILL REQUIRE THE FOLLOWING LIP DETAIL TO REDUCE THE AMOUNT OF NUISANCE DRAINAGE IN THE LANDING AREA.
 4. ALL JOINTS SHALL BE TOOLED, UNLESS OTHERWISE APPROVED BY ENGINEER OR OWNER.
 5. DRIVEWAYS AND ALLEYWAY APPROACHES: SHADED AREAS ARE LIMITS FOR CONCRETE APPROACH. THE FLARES AND OR RAMPS SHALL BE MN. 6" CONCRETE.

3
C3.0
PARALLEL CURB RAMP WITH DETACHED SIDEWALK
NOT TO SCALE

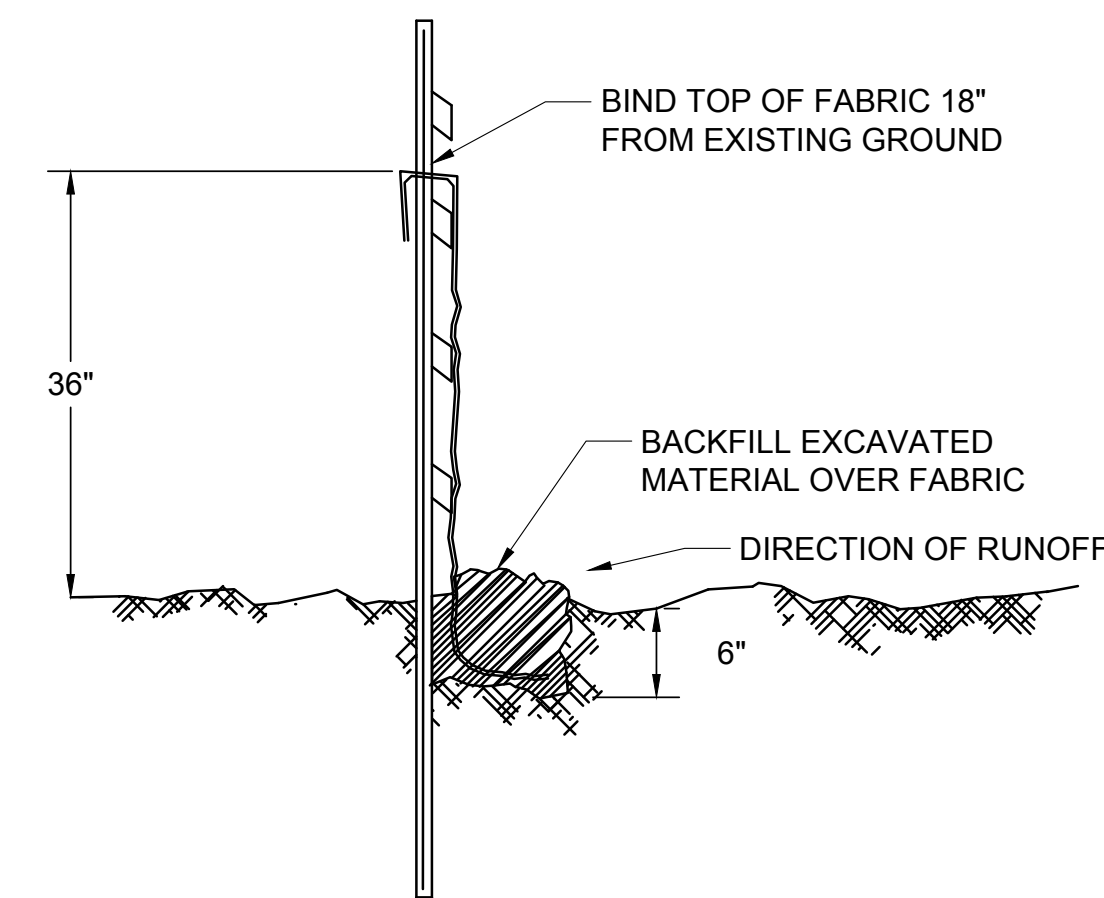


4
C3.0
PARKING LOT PAVEMENT SECTION
NOT TO SCALE



- NOTE:
- COBBLE STONE EXISTS 3 FEET BELOW EXISTING GRADE. EXCAVATE INTO COBBLE STONE AREA PER SITE PLAN.

5
C3.0
DETENTION BASIN
NOT TO SCALE



- NOTE:
1. USE MIRAFI 100X FILTER FABRIC WITH STEEL FENCE POSTS AT 10'0" O.C. MAX., OR APPROVED EQUAL.
 2. PLACE SILT FENCE BARRIER DOWN GRADIENT OF CONSTRUCTION OPERATIONS AS SHOWN ON THE PLANS TO CONTROL SILT FROM LEAVING THE SITE.

6
C3.0
SILT FENCE BARRIER ILLUSTRATIVE DETAIL
NOT TO SCALE



PROJECT TITLE:
CTA ARCHITECTS
SJMC PARKING LOT
LOT 4 BLOCK 1 REDMOND ADDITION
TOWN OF JACKSON
TETON COUNTY, WYOMING

SHEET TITLE:
GRADING DETAILS

DRAFTED BY:	PY
REVIEWED BY:	BB
PLAN VERSION	DATE
GEC	12/20/2018
PROJECT NUMBER	18056
SHEET	C3.0

STRUCTURAL NOTES:

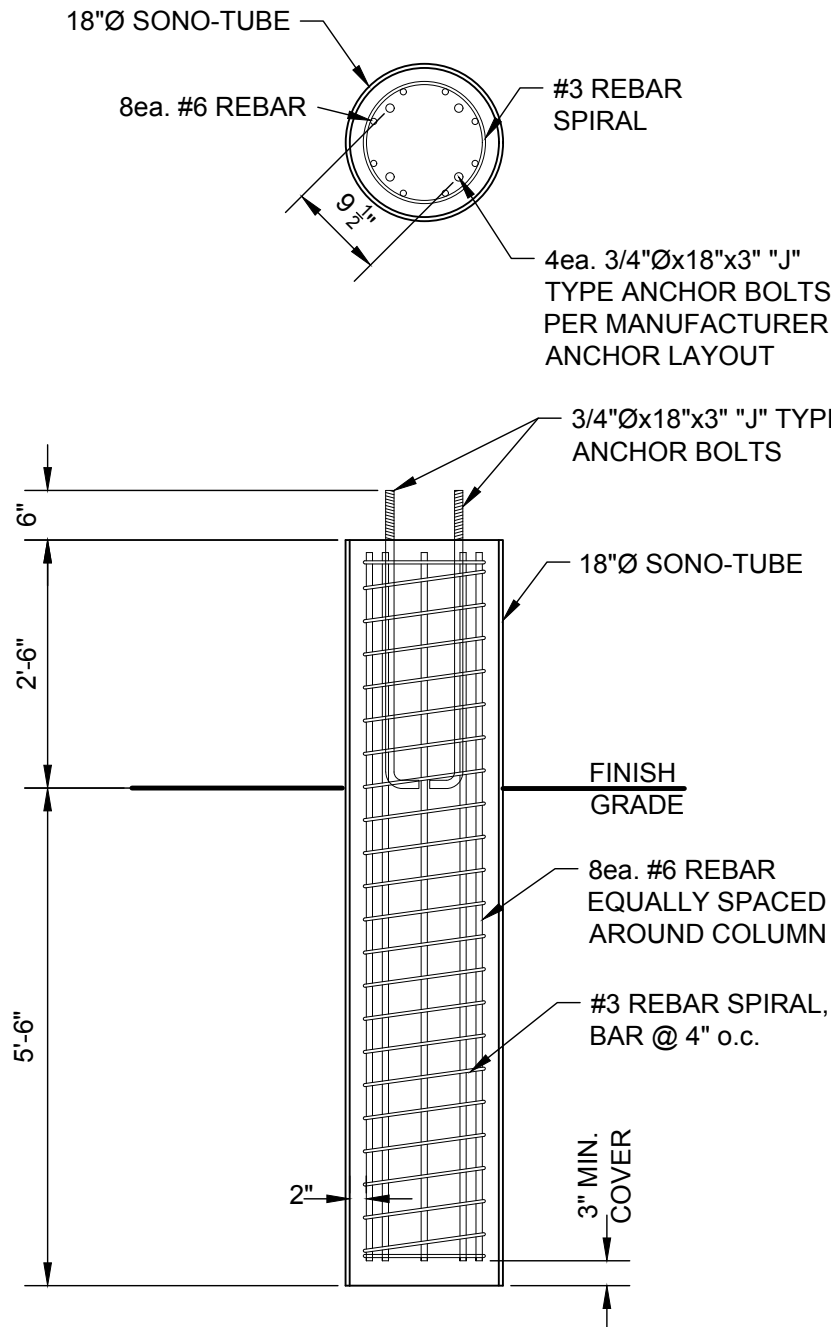
CAST-IN-PLACE CONCRETE:

1. CONCRETE CONSTRUCTION SHALL CONFORM TO AMERICAN CONCRETE INSTITUTE (ACI) BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, ACI 318-11.
2. CAST-IN-PLACE CONCRETE SHALL CONFORM TO:

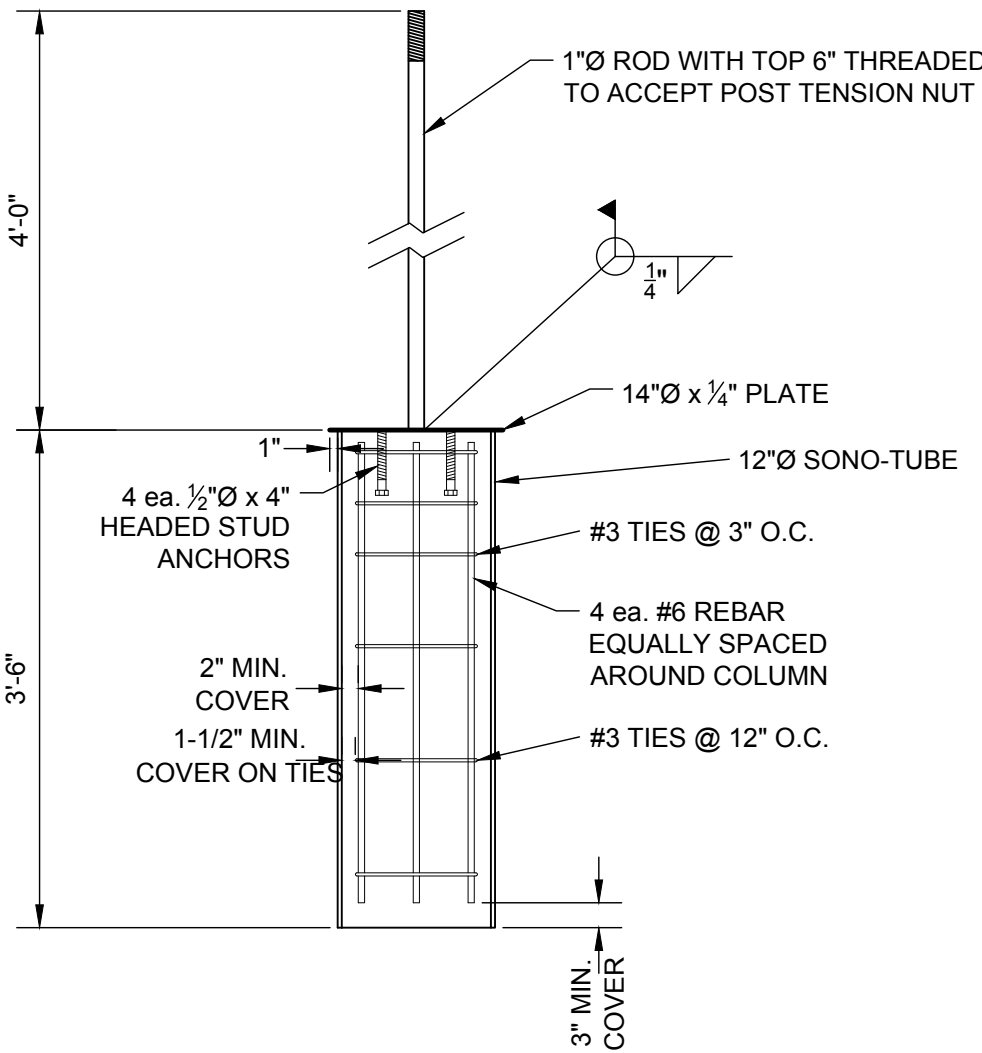
Piers:

Minimum 28 day compressive strength = 4000 psi
Entrained Air Content: 6% ±1%
Slump Range: 2-4 Inches
3. CONCRETE COVER OVER REINFORCING BARS SHALL BE 3" FOR CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH, 2" FOR CONCRETE NOT CAST AGAINST BUT PERMANENTLY EXPOSED TO EARTH, 1½" MIN. FOR ALL OTHER CONCRETE EXPOSED TO EARTH OR WEATHER, UNLESS NOTED OTHERWISE IN PLANS.
4. LAP REINFORCING BARS AT SPLICES, CORNERS AND INTERSECTIONS.

#7 Reinforcing Bars - 3'-0"
#6 Reinforcing Bars - 2'-6"
#5 Reinforcing Bars - 2'-0"
#4 Reinforcing Bars - 1'-8"
UNLESS OTHERWISE NOTED ON THE FOUNDATION PLAN AND DETAILS.
5. USE DEFORMED STEEL BAR CONFORMING TO ASTM A615 GRADE 60, EXCEPT #3 BAR STIRRUPS AND FIELD BENT DOWELS WHICH SHALL BE GRADE 40.
6. ALL REINFORCING IS TO BE SUPPORTED BY CHAIRS OR CONCRETE BRICKS AND SECURELY TIED IN PLACE.
7. REINFORCING STEEL SHALL NOT BE WELDED.



1
S1.0
LIGHT POLE FOUNDATION
NOT TO SCALE



2
S1.0
SCREEN FENCE FOUNDATION
NOT TO SCALE



JORGENSEN
JACKSON, WYOMING
307.733.5150
www.jorgeng.com

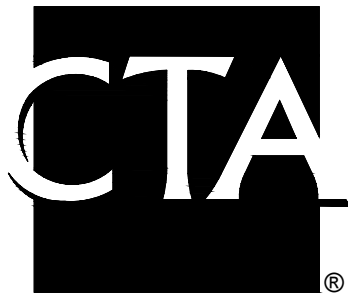


PROJECT TITLE:
CTA ARCHITECTS
SJMC PARKING LOT
LOT 4 BLOCK 1 REDMOND ADDITION
TOWN OF JACKSON
TETON COUNTY, WYOMING

SHEET TITLE:
STRUCTURAL DETAILS

DRAFTED BY:	PY
REVIEWED BY:	BB
PLAN VERSION	DATE
GEC	12/20/2018

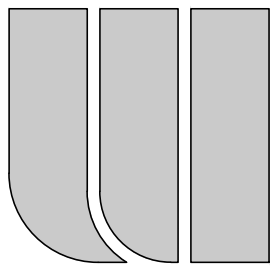
PROJECT NUMBER	18056
SHEET	S1.0



JACKSON, WY
307.733.9955



COPYRIGHT WEAVER ASSOCIATES PA
DESIGN AND DRAWING NOT TO BE USED WITHOUT
THE WRITTEN PERMISSION OF WEAVER & ASSOCIATES PA
THE PROFESSIONAL SERVICES OF WEAVER & ASSOCIATES PA
ARE UNDERTAKEN FOR AND PERFORMED IN THE INTEREST
OF THE ARCHITECT. NO CONTRACTUAL OBLIGATION
IS ASSUMED BY WEAVER & ASSOCIATES PA FOR
THE BENEFIT OF ANY OTHER PERSON
INVOLVED IN THE PROJECT



WEAVER & ASSOCIATES PA
LANDSCAPE ARCHITECTURE - LAND PLANNING
1605 SOUTH WOODRUFF AVENUE
IDAHO FALLS, IDAHO 83404
(208) 529-9504

LEGEND

- AREA OF STONE TOPDRESSING MULCH AND PLANTINGS
- AREA OF NEW SODDED TURF GRASS LAWN

PLANT LIST

uant	Key	Botanical Name	Common Name	Size
TREES				
4	AF	Acer ginnala 'Flame'	Amur Maple Flame	2" B&B
6	MR	Malus 'Radiant'	Radiant Flowering Crab	2" B&B
SHRUBS				
14	A	Cornus stolonifera	Red Twig Dogwood	6'-8" B&B
18	B	Spiraea bumalda 'Anthony Waterer'	Anthony Waterer Spiraea	5 gal. 12-18"
4	C	Syringa vulgaris	Common Lilac	5'-6" B&B

NOTES

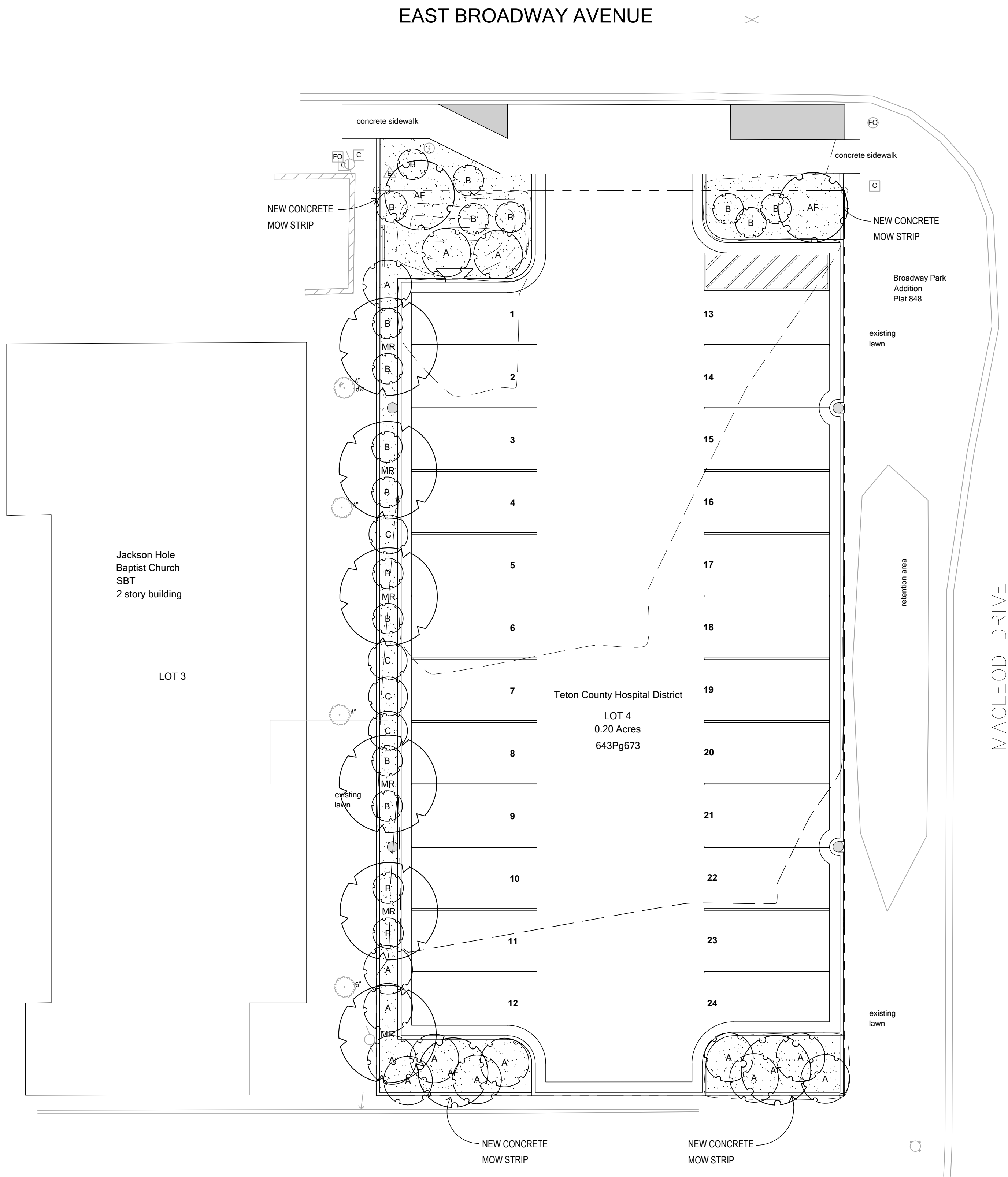
4 PLANT UNITS ARE REQUIRED. THIS PLAN PROPOSES USING ALTERNATE "A" PLANT UNITS WITH THESE SUBSTITUTIONS:

4 - PLANT UNIT ALTERNATE "A":	PROPOSED SUBSTITUTIONS:
4 - 3" CAL. CANOPY TREES	10 - 3" CAL. CANOPY TREES
24 - 6'-8" LARGE SHRUBS OR MULTI-STEM TREES	18 - 6'-8" LARGE SHRUBS OR MULTI-STEM TREES
16 - #5 CONTAINER SHRUBS	18 - #5 CONTAINER SHRUBS

REMOVE EXISTING RAIL ROAD TIE EDGE ALONG WEST PROPERTY LINE AND REPLACE WITH NEW CONCRETE MOW STRIP.

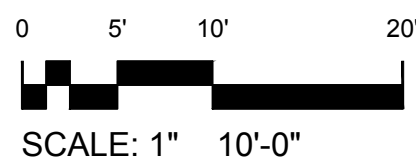
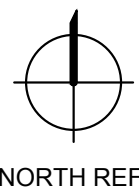
REPAIR DAMAGE TO NEIGHBORING LAWNS THAT MAY BE DAMAGED BY DEMOLITION OR CONSTRUCTION. USE NEW TOPSOIL AND NEW SODDED LAWN TO REPAIR DAMAGE.

STONE TOP DRESSING MULCH SHALL BE EQUAL TO BLACK AND TAN, AVAILABLE FROM WOLVERINE MULCH.



LANDSCAPE PLANTING PLAN

1" = 10'-0"



630 EAST BROADWAY, JACKSON, WY 83001
PARKING IMPROVEMENTS

TETON COUNTY HOSPITAL DISTRICT

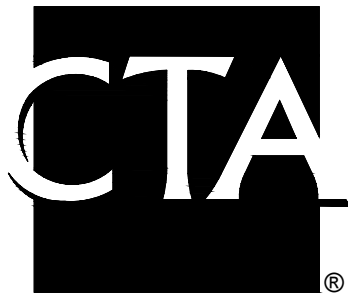
© 2018 | ALL RIGHTS RESERVED

PERMIT SET

12.21.2018
DRAWN BY | WEAVER
REVISIONS

LANDSCAPE
PLANTING
PLAN

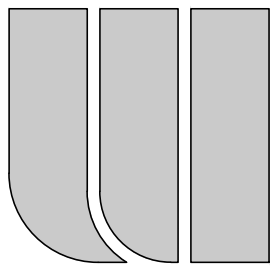
L1.1



JACKSON, WY
307.733.9955



COPYRIGHT WEAVEN ASSOCIATES PA
DESIGN AND DRAWING NOT TO BE USED WITHOUT
THE WRITTEN PERMISSION OF WEAVEN & ASSOCIATES PA
THE PROFESSIONAL SERVICES OF WEAVEN & ASSOCIATES PA
ARE UNDERTAKEN FOR AND PERFORMED IN THE INTEREST
OF THE ARCHITECT. NO CONTRACTUAL OBLIGATION
IS ASSIGNED BY WEAVEN & ASSOCIATES PA FOR
THE BENEFIT OF ANY OTHER PERSON
INVOLVED IN THE PROJECT



WEAVER & ASSOCIATES PA
LANDSCAPE ARCHITECTURE - LAND PLANNING
1605 SOUTH WOODRUFF AVENUE
IDAHO FALLS, IDAHO 83404
(208) 529-9504

630 EAST BROADWAY, JACKSON, WY 83001
PARKING IMPROVEMENTS
TETON COUNTY HOSPITAL DISTRICT

© 2018 | ALL RIGHTS RESERVED

PERMIT SET

12.21.2018
DRAWN BY | WEAVER
REVISIONS

SPRINKLER
IRRIGATION
PLAN

L1.2

EAST BROADWAY AVENUE

WATER LINE FROM
STREET, VERIFY

concrete sidewalk

concrete sidewalk

Broadway Park
Addition
Plat 548

existing
lawn

retention area

MACLEOD DRIVE

existing
lawn

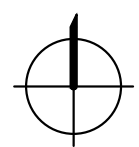
Jackson Hole
Baptist Church
SBT
2 story building

LOT 3

Teton County Hospital District
LOT 4
0.20 Acres
643Pg673

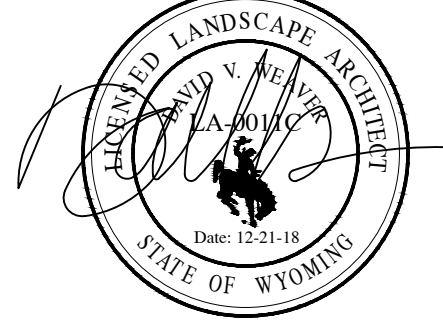
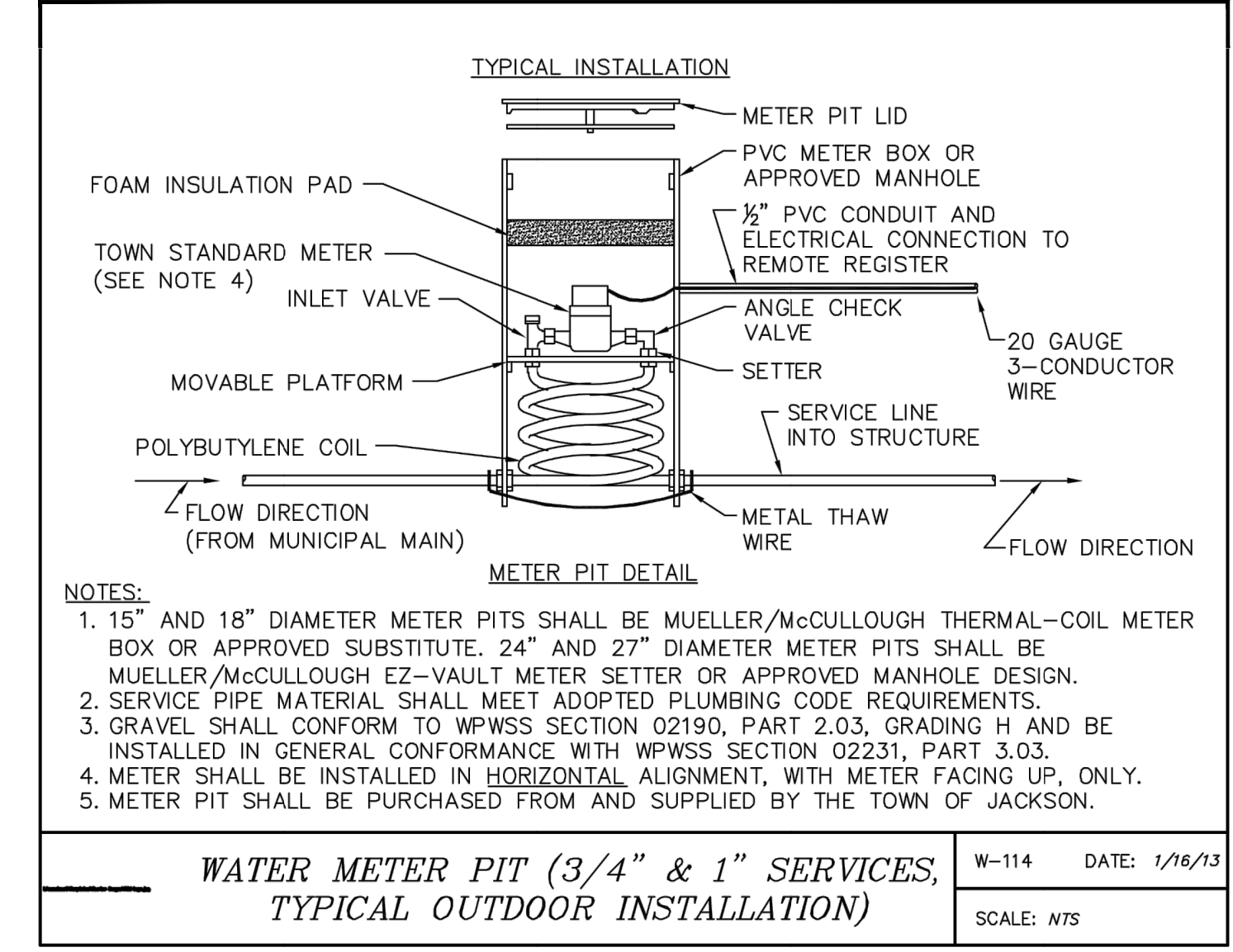
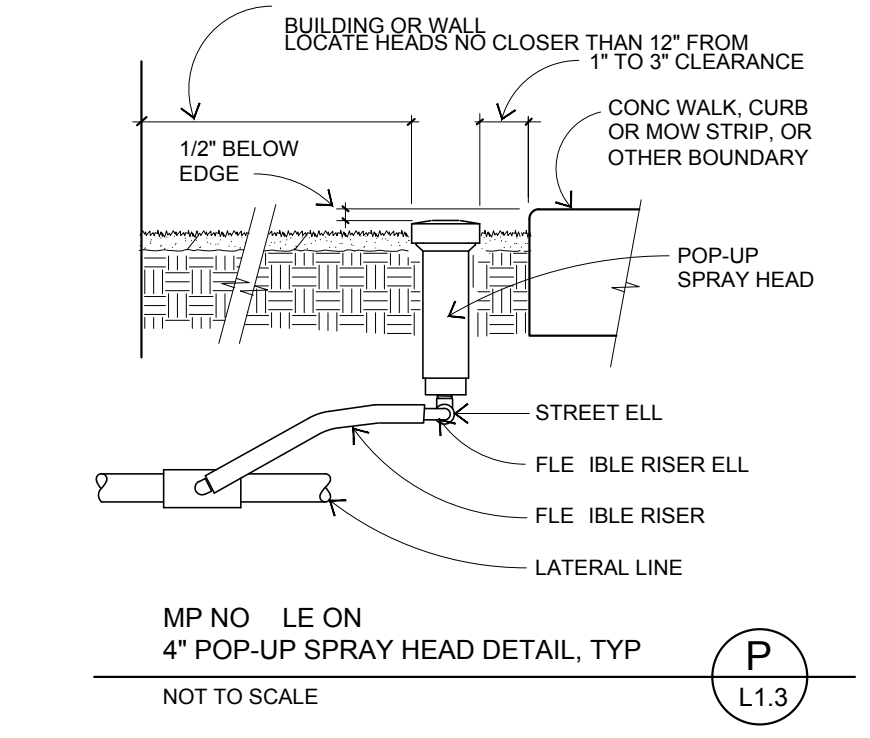
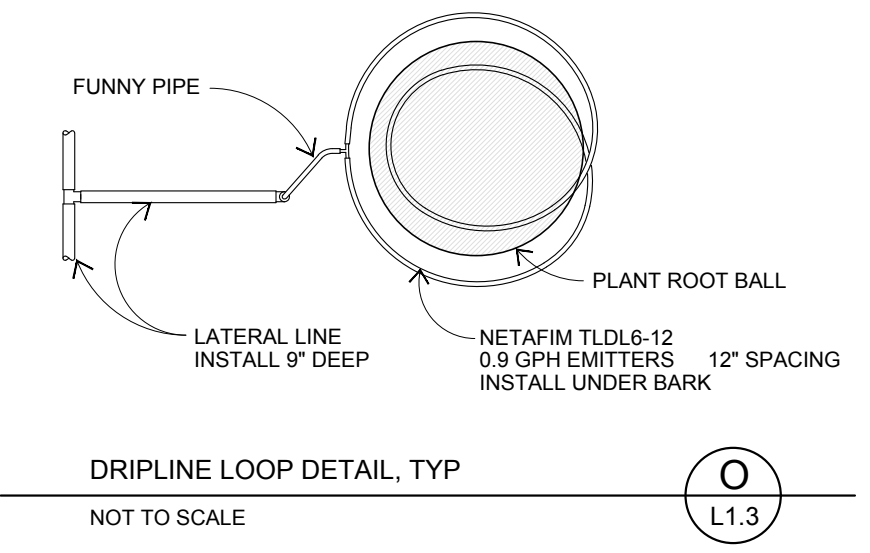
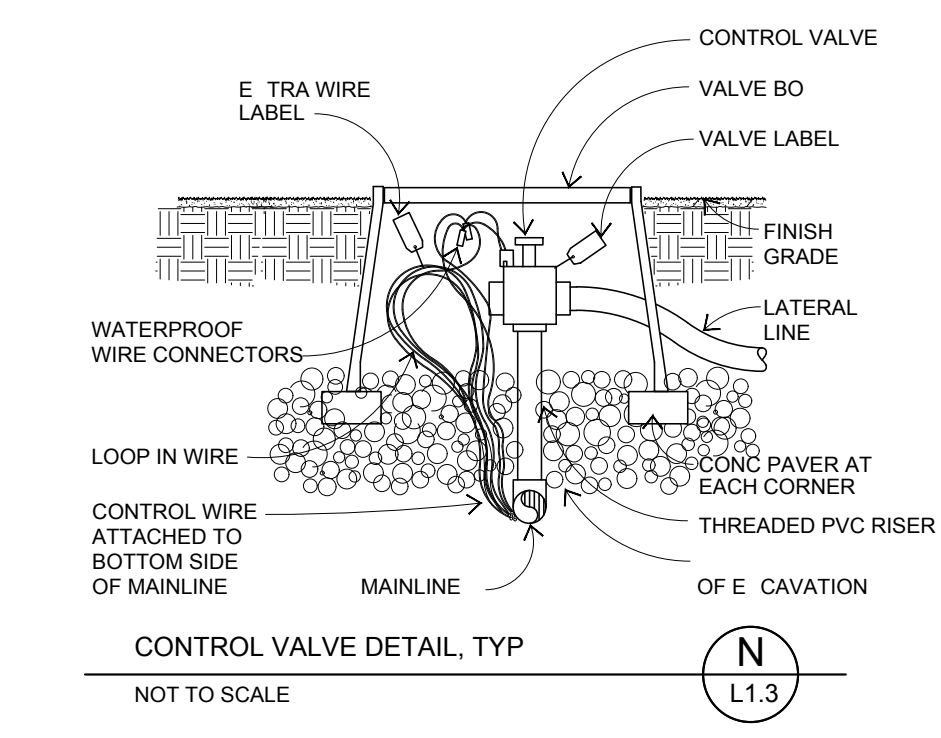
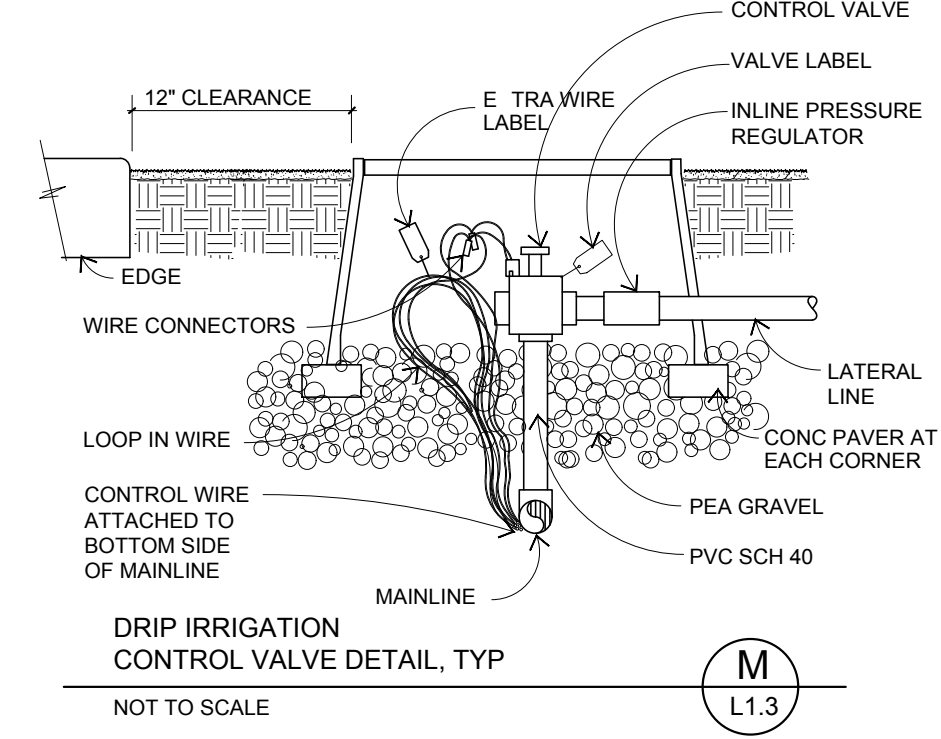
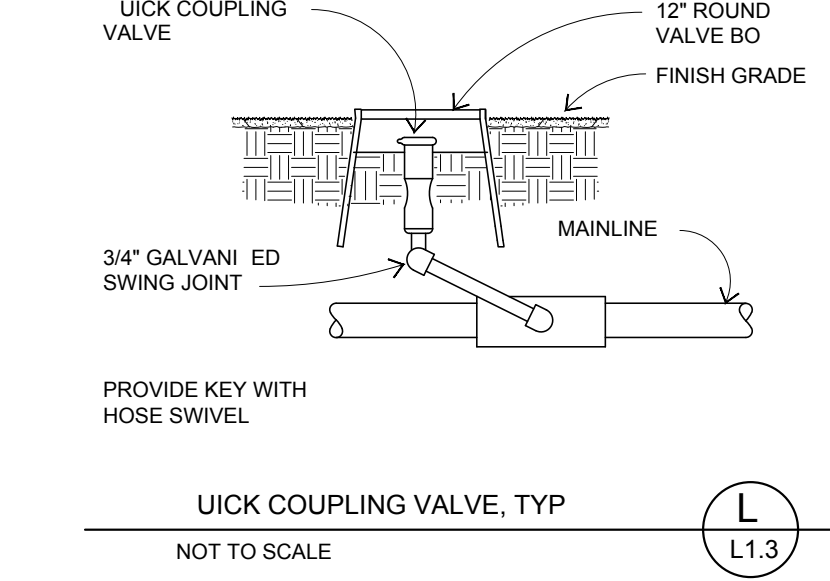
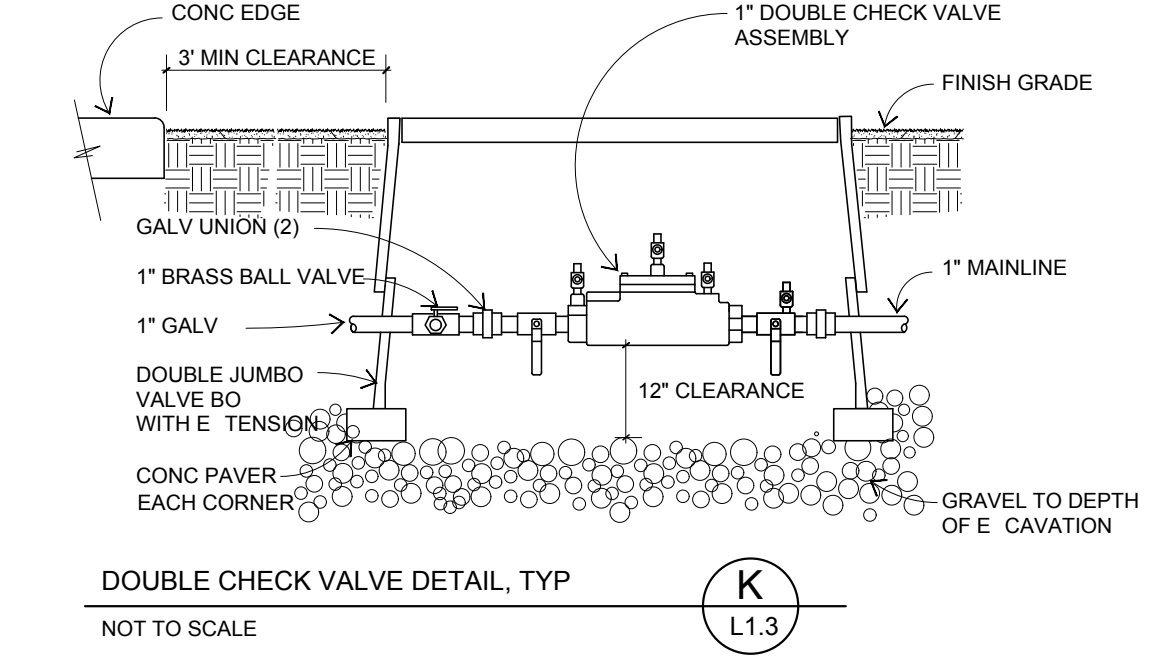
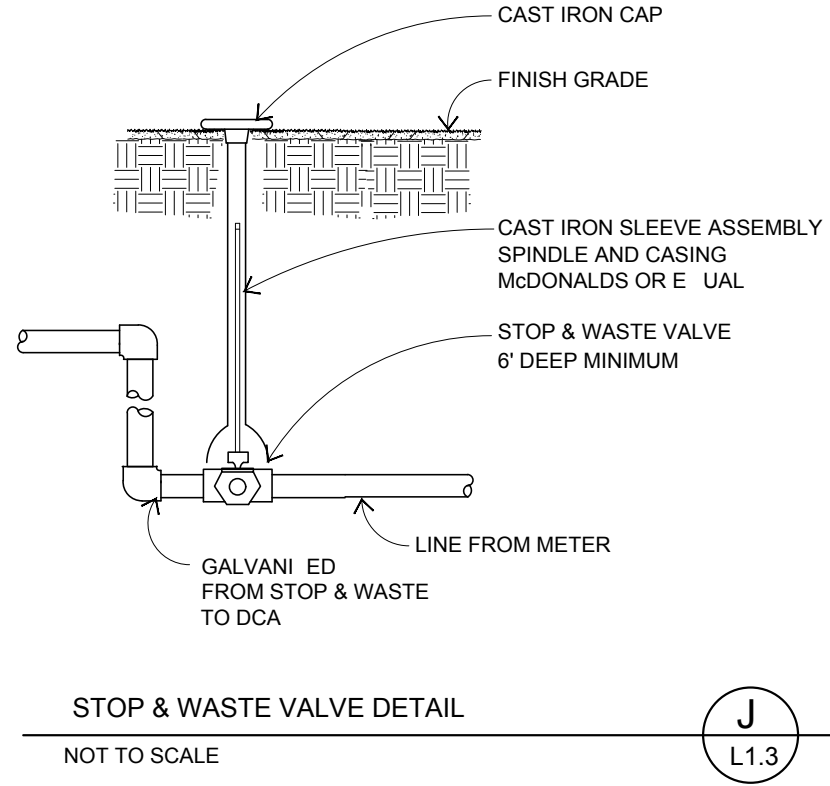
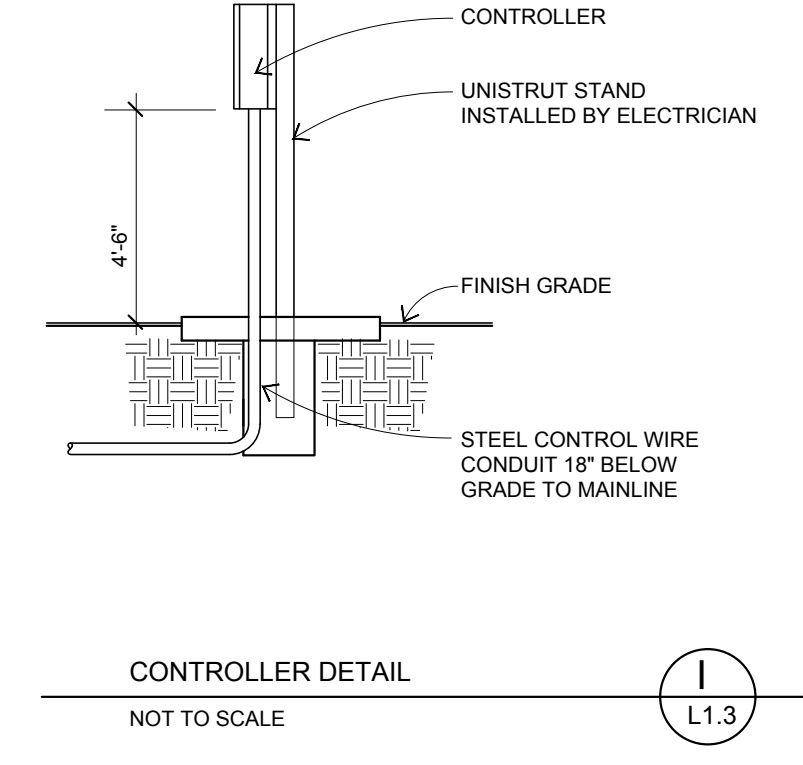
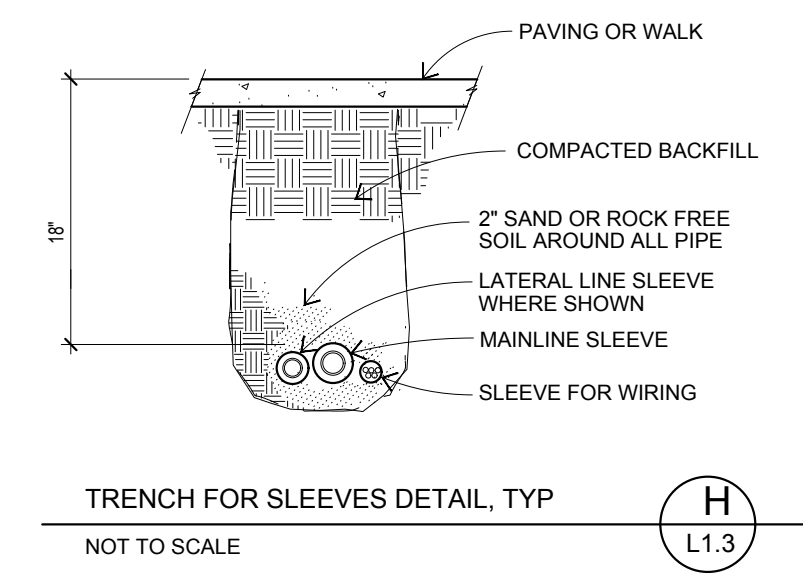
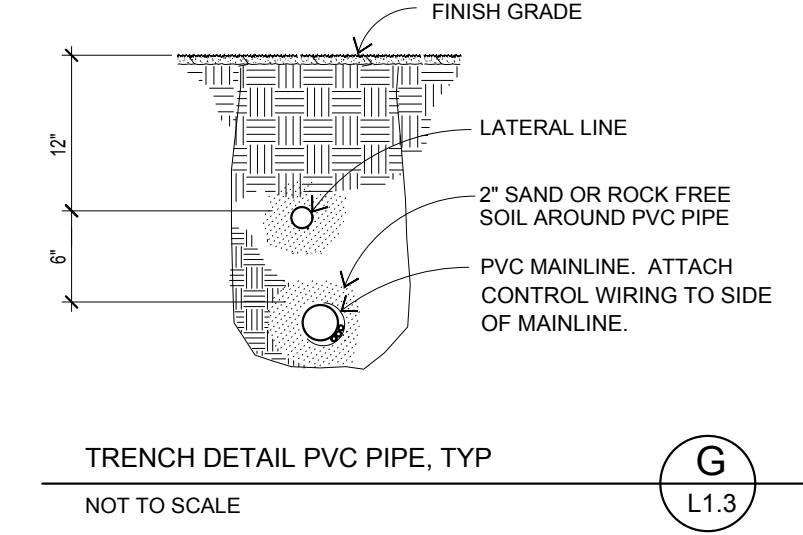
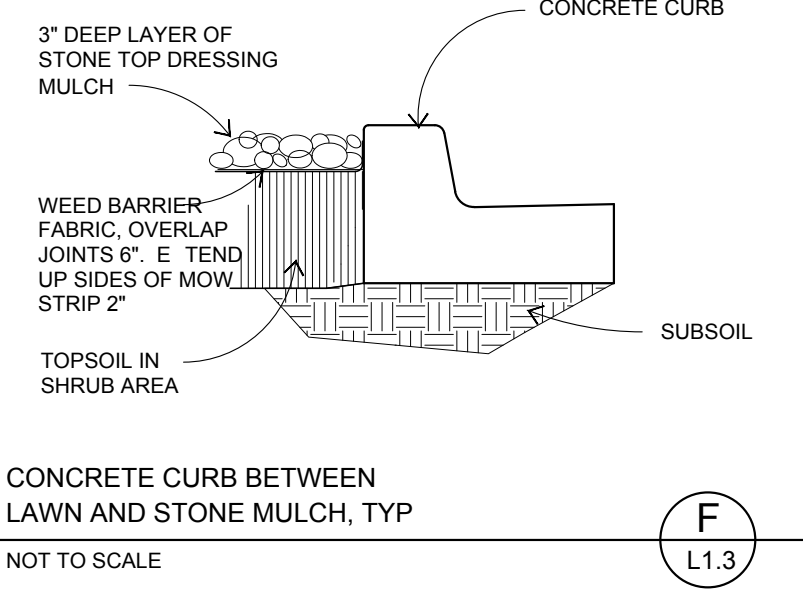
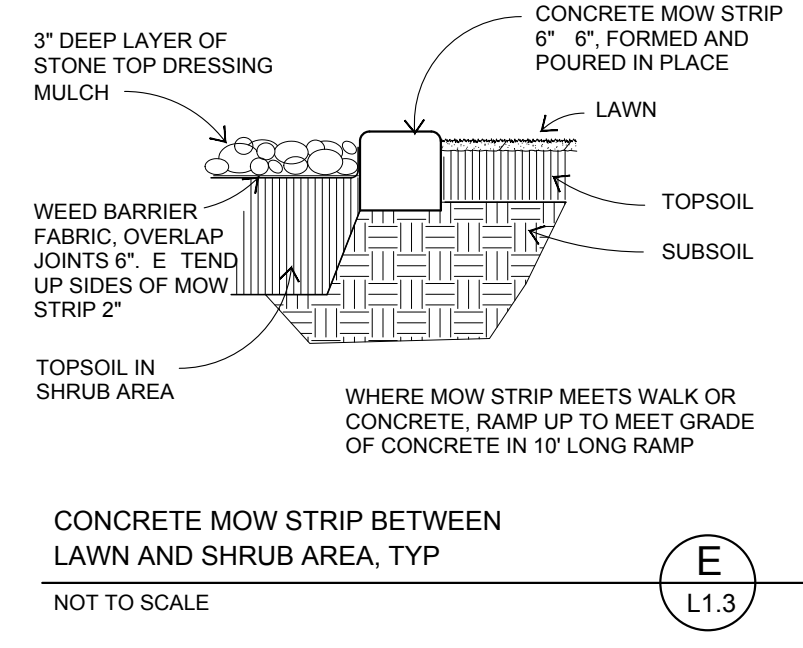
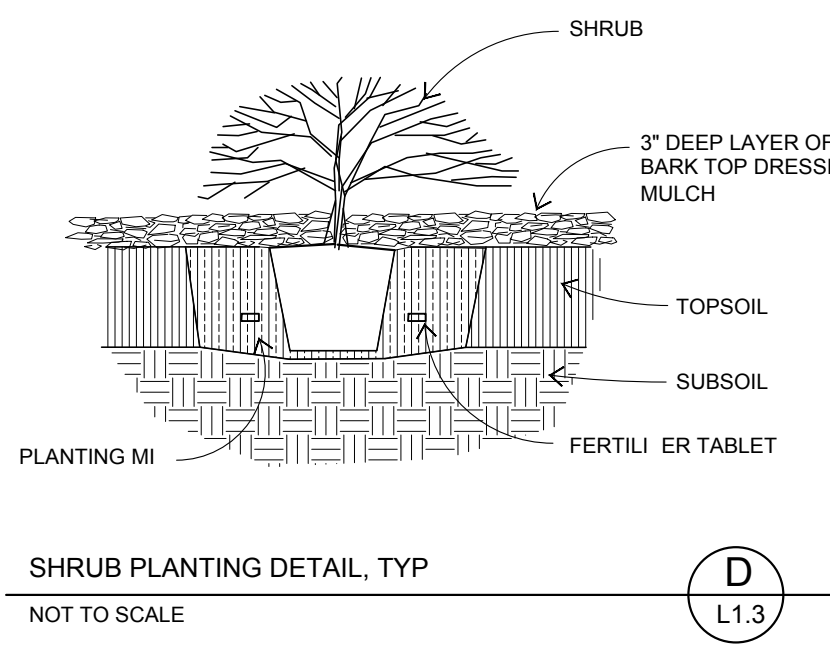
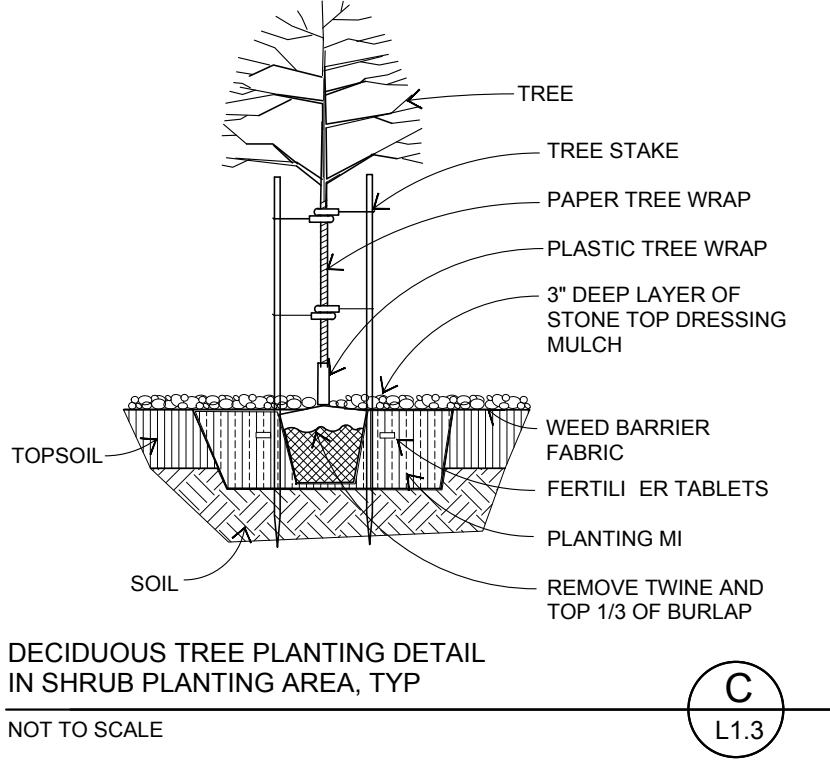
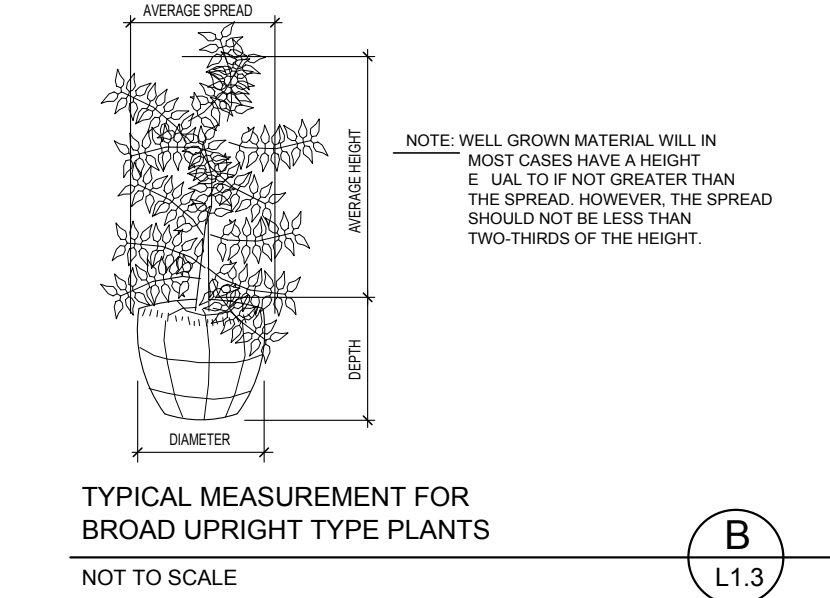
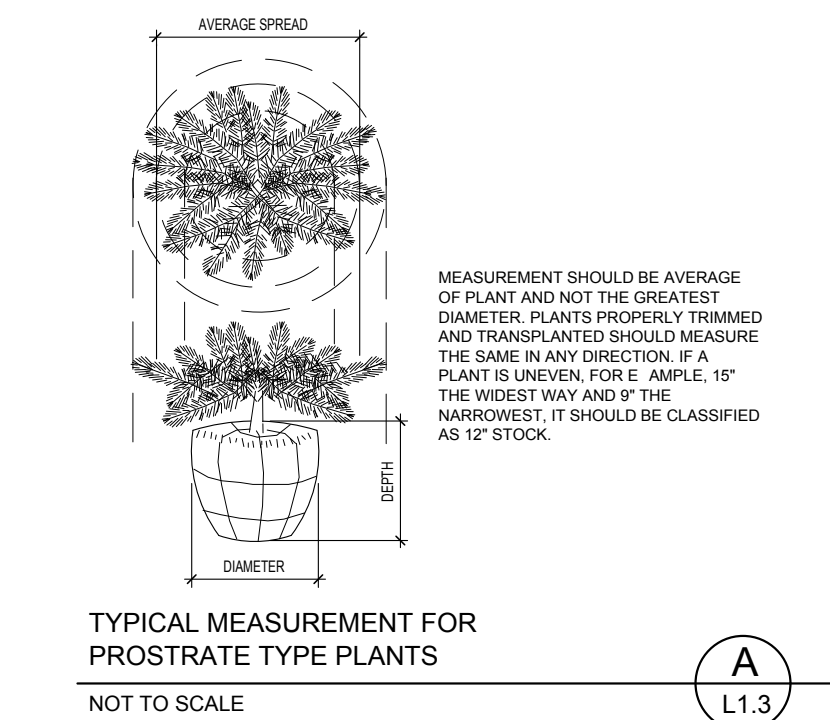
SPRINKLER IRRIGATION PLAN

1" 10'-0"



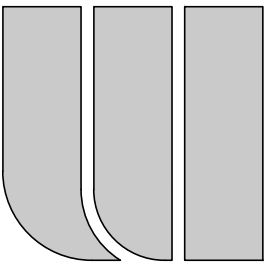
0 5' 10' 20'

SCALE: 1" 10'-0"



CTA
JACKSON, WY
307.733.9955

COPYRIGHT WEAVER ASSOCIATES PA
DESIGN AND DRAWING NOT TO BE USED WITHOUT
THE WRITTEN PERMISSION OF WEAVER & ASSOCIATES PA
THE PROFESSIONAL SERVICES OF WEAVER & ASSOCIATES PA
ARE UNDERTAKEN FOR AND PERFORMED IN THE INTEREST
OF THE ARCHITECT. NO CONTRACTUAL OBLIGATION
IS ASSUMED BY WEAVER & ASSOCIATES PA FOR
THE BENEFIT OF ANY OTHER PERSON
INVOLVED IN THE PROJECT



WEAVER & ASSOCIATES PA
LANDSCAPE ARCHITECTURE - LAND PLANNING
1605 SOUTH WOODRUFF AVENUE
IDAHO FALLS, IDAHO 83404
(208) 529-9504

630 EAST BROADWAY, JACKSON, WY 83001
PARKING IMPROVEMENTS

TETON COUNTY HOSPITAL DISTRICT

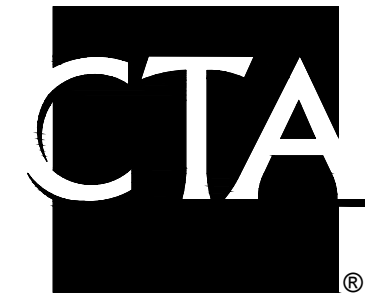
© 2018 | ALL RIGHTS RESERVED

PERMIT SET

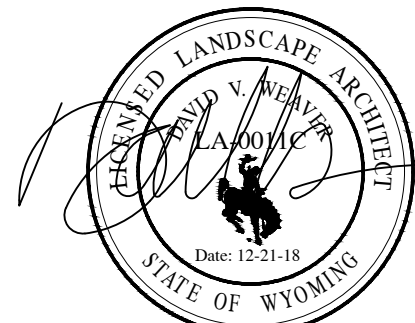
12.21.2018
DRAWN BY J. WEAVER
REVISIONS

DETAILS

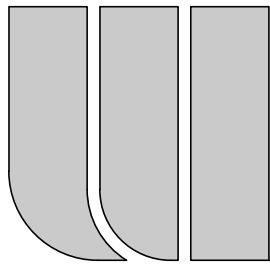
L1.3



JACKSON, WY
307.733.9955



COPYRIGHT WEAVER ASSOCIATES PA
DESIGN AND DRAWING NOT TO BE USED WITHOUT
THE WRITTEN PERMISSION OF WEAVER & ASSOCIATES PA
THE PROFESSIONAL SERVICES OF WEAVER & ASSOCIATES PA
ARE UNDERTAKEN FOR AND PERFORMED IN THE INTEREST
OF THE ARCHITECT. NO CONTRACTOR OR PERSON
IS ASSURED BY WEAVER & ASSOCIATES PA FOR
THE BENEFIT OF ANY OTHER PERSON
INVOLVED IN THE PROJECT



WEAVER & ASSOCIATES PA

LANDSCAPE ARCHITECTURE - LAND PLANNING
1605 SOUTH WOODRUFF AVENUE
IDAHO FALLS, IDAHO 83404
(208) 529-9604

630 EAST BROADWAY, JACKSON, WY 83001

PARKING IMPROVEMENTS

TETON COUNTY HOSPITAL DISTRICT

© 2018 | ALL RIGHTS RESERVED

PERMIT SET

12.21.2018
DRAWN BY J WEAVER
REVISIONS

SPECIFICATIONS

GRADING

1. Perform grading work required to prepare site for installation of landscaping as described in Contract documents.
2. Contractor shall provide all topsoil. Topsoil shall be fertile, loose, friable, sandy loam with a pH range between 5.5 and 8.0, soluble salts less than 3.0 mmhos/cm, sodium absorption ratio less than 6.0 and organic content greater than one percent. Topsoil shall be free from toxic minerals and chemicals, noxious weeds, rocks larger than one inch in any dimension and other objectionable materials.
3. Before rough grading, dig out weeds from planting areas by their roots and remove from site. Remove rocks larger than 6 inches in size and foreign matter such as building rubble, wire, cans, sticks, concrete, etc.
4. Before placing topsoil in lawn areas, remove construction debris and rocks over 4" diameter.
5. Topsoil depth - 12" in shrub and groundcover planting areas; 5" deep in lawn and native grass planting areas.
6. Elevation of finish grade of amended topsoil after placement and compaction - Lawn areas: one inch below measured to top of sod soil; Groundcover areas: two inches below measured before placing soil pep; shrub areas: 4 inches below measured before placing top dressing mulch.
7. Do not expose or damage existing shrub or tree roots. Slope grade to drain away from building for 12 feet minimum from walls at a slope of 1/2 inch per foot minimum, unless otherwise noted. High point of finish grade at building shall be 6 inches minimum below finish floor level. Direct surface drainage by molding surface to facilitate natural run-off of water. Fill low spots and pockets with top soil and grade to drain properly.

SPRINKLER SYSTEM

1. Location of heads shown on Drawings is approximate. Actual placement may vary slightly as is required to achieve full, even coverage without spraying onto buildings, sidewalks, fences, etc. During layout, consult with Project Manager to verify proper placement and make recommendations where revisions are advisable. Minor adjustments in system layout will be permitted to avoid existing fixed obstructions.
2. Arrange valve stations to operate in an easy-to-view progressive sequence around building. Record sequence on controller lid.
3. As installation occurs, prepare accurate record drawing to be submitted before final inspection, including: detail and dimension changes made during construction, significant details and dimensions not shown in original Contract Documents, field dimensioned locations of valve boxes, quick-coupler valves, control wire runs not in mainline ditch, and both ends of sleeves. Take dimensions from permanent constructed surfaces or edges located at or above finish grade. Take and record dimensions at time of installation. Reduce copy of record drawing to half-size, color key circuits, and laminate both sides with 5 mil thick or heavier plastic. Place laminated drawing with controller.
4. Provide Operations & Maintenance Manual that lists complete instructions for system operation and maintenance, including winterizing.
5. Work and materials shall be in accordance with latest rules and regulations, and other applicable state or local laws. Nothing in Contract Documents is to be construed to permit work not conforming to these codes.
6. Contractor shall include in bid a one year guarantee that shall include: filling and repairing depressions and replacing plantings due to settlement of irrigation trenches for one year following acceptance of Project, a guarantee that the system has been adjusted to supply proper coverage of areas to receive water, a guarantee of replacement for all materials and workmanship that do not function according to manufacturer's specifications and as designed, and that the system can be adequately drained to protect from freeze damage.
7. After system is installed and approved, instruct Owner in complete operation and maintenance.
8. Drain entire system at end of first watering season following installation. Train Owner by having him assist in winterizing procedure.
9. Materials:
 - a. Pea Gravel shall be 1/2 inch maximum round, water worn, washed rock.
 - b. Native Material shall be soil native to project site free of wood and other deleterious materials and rocks over 1-1/2 inches.
 - c. Topsoil - Remove rocks, roots, sticks, clods, debris, and other foreign matter over 1-1/2 inches longest dimension encountered during trenching.
 - d. Pipe shall be continuously and permanently marked with Manufacturer's name, size, schedule, type, and working pressure. Pipe sizes shown on Drawings are minimum. Larger sizes may be substituted without additional cost to Owner. Pipe materials shall be as shown on drawings.
 - e. Fittings shall be the same material as pipe for PVC pipe, and insert fittings for polyethylene pipe.
 - f. Sleeves under parking area and driveway paving shall be Schedule 40 PVC Pipe. All other sleeves shall be Class 200 PVC Pipe. Sleeve diameter shall be two times larger than pipe installed in sleeve. Extend sleeves 8 inches minimum beyond walk or pavement edge.
 - g. Sprinkler heads shall conform to requirements shown on Drawings as to type, size, radius of throw, pressure, and discharge. Equals must be approved by Project Manager before bidding. Each type of head shall be product of single Manufacturer.
 - h. Sprinkler risers Toro "Funny-pipe" or equal, unless shown otherwise on drawings. Length shall be 14 inches minimum and 24 inches maximum.
 - i. Automatic sprinkler control wiring shall be UF-UL listed, color coded copper conductor direct burial cable sized according to controller manufacturer's recommendations. Do not use green color coded wire.
 - j. Waterproof wire connectors shall be 3M DBY series, or equal.
 - k. Automatic controller shall be make and model shown on Drawings.
 - l. Electric valves shall be make and model shown on Drawings.
 - m. Stop valves shall be bronze construction, 150 pound class, threaded connections as shown on drawings.
 - n. Backflow prevention device shall be make and model shown on Drawings or as required by local code.
 - o. Valve boxes shall be rectangular, heavy duty, with lock top or snap top lids. Boxes shall be large enough for easy removal or maintenance of valves. Use extensions as required. Approved Manufacturers: Ametek or Brooks.
 - p. Other components shall be as recommended by Manufacturer and subject to Owner's review and acceptance. Provide components necessary to complete and make system operational.
10. During construction and storage, protect materials from damage and prolonged exposure to sunlight. Work damaged during course of work of this Section shall be replaced or repaired at no additional cost to Owner. If damaged work is new, repair or replacement shall be performed by installer of original work. Do not cut existing tree roots measuring over 2 inches in diameter in order to install sprinkler lines.
11. Drawings show arrangement of piping. Should local conditions necessitate rearrangement, obtain written approval of Owner before proceeding with installation.
12. Pulling of polyethylene pipe is permitted; pulling PVC pipe is not permitted.
13. For PVC pipe, over-excavate trenches 2 inches and bring back to indicated depth by filling with rock-free soil or sand. Separate out rocks larger than 1/2 inch in any direction uncovered in trenching operation from excavated material and remove from areas to receive landscaping. Cover PVC pipe both top and sides with 2 inches of rock-free soil. Remainder of backfill to within 5 inches of finish grade shall be site soil. Top 5 inches of backfill shall be topsoil. Do not cover pressure main fittings until Project Manager has inspected and approved system.
14. Sleeve water lines and control wires under walks and paving. Use one water pipe maximum per sleeve. Sleeve control wiring in separate sleeve. Position sleeves with respect to buildings and other obstructions so pipe can be easily removed.
15. Install piping so system can be completely drained using compressed air. Slope pipes under parking areas or driveways to drain outside these areas.

16. Install pipe in manner to provide for expansion and contraction as recommended by Manufacturer. Unless otherwise indicated on Drawings, install main lines with minimum cover of 18 inches based on finished grade. Install lateral lines with minimum of 12 inches of cover based on finish grade. Install pipe and wires under driveways or parking areas in specified sleeves 18 inches minimum below finish grade or as shown on Drawings.
17. Locate no sprinkler head closer than 12 inches from building foundation. Heads immediately adjacent to lawn edges, walks, or curbs shall be one inch below top of lawn edge, walk, or curb and spaced with a consistent 3 inches clearance between head and lawn edge, walk, or curb.
18. Cut plastic pipe square. Remove burrs at cut ends prior to installation so unobstructed flow will result. Make solvent weld joints as follows:
 - a. Do not make solvent weld joints if ambient temperature is below 40 deg F.
 - b. Clean mating pipe and fitting with clean, dry cloth and apply one coat of P-70 primer to each.
 - c. Apply uniform coat of 711 solvent to outside of pipe. Apply solvent to fitting in a similar manner. Re-apply light coat of solvent to pipe and quickly insert into fitting.
 - d. Twist pipe or fitting a quarter turn to insure even distribution of solvent and make sure pipe is inserted to full depth of fitting socket. Hold in position for 15 seconds minimum or long enough to secure joint.
 - e. Wipe off solvent appearing at outer shoulder of fitting. Do not use excessive amount of solvent that may cause obstruction to form on inside of pipe.
 - f. Allow joints to set at least 24 hours before applying pressure to PVC pipe.
19. Tape threaded connections for mainline and valves with lefton tape.
20. Do not install polyethylene pipe which has been kinked or damaged.
21. Install controller, control wires, and valves in accordance with Manufacturer's recommendations and according to electrical code.
22. Install valves in rectangular plastic boxes with reinforced heavy duty plastic covers. Do not install more than two valves in single box. Place concrete paver below valve box at each corner. Install gravel below paver to depth of excavation. Install valve box over valve so all parts of valve can be reached for service. Set cover of valve box one inch above finish grade. Valve box shall be reasonably free from dirt and debris.
23. Install control wiring adjacent to mainline. Install a 24" loop of all control wiring in each valve box. Use waterproof wire connectors at splices and locate all splices within valve boxes. Use white or gray color for common wire and other color for all other wire. Each common wire may serve only one controller. Install one extra control wire from panel continuously from valve to valve throughout system similar to common wire for use if a wire fails. Extra wire shall be different color than all other wires and shall be marked in each control box as an extra wire.
24. Backflow prevention device shall be install in accordance with codes.
25. Before installation of sprinkler heads or emitters, open control valves and use full head of water to flush out system. Set sprinkler heads and quick-coupler valves perpendicular to finish grade.
26. Test pressure mainline at 100 psi minimum for 1 hour minimum and make certain there are no leaks before backfilling. Notify Project Manager 2 working days minimum before testing. Adjust heads to proper grade when turf is sufficiently established to allow walking on it without appreciable harm. Such lowering or raising of heads shall be part of original contract with no additional cost to Owner. Adjust sprinkler heads for proper distribution and trim so spray does not fall on building. Adjust watering time of valves to provide proper amounts of water to all plants.

SOIL PREPARATION

1. Take care to avoid conditions which will create hazards. Post signs or barriers as required.
2. After topsoil has been installed and accepted by Project Manager, install fertilizer and compost.
3. Install 16-16-8 fertilizer in lawn and seeded areas at the rate of 10 lbs. per 1,000 sq. ft.
4. Install commercial, weed free compost in lawn and seeded areas with a mixture of one part compost to three parts topsoil.
5. Rototill fertilizer and compost into top 4 inches of top soil until homogeneous mixture results. Fertilizer may be applied during the Hydroseeding process in seeded areas.
6. Notify Project Manager two working days minimum prior to rototilling in any soil additive.
7. Provide adequate means for protection from damage through excessive erosion, flooding, heavy rains, etc. Install wattles as required to direct runoff to established drainage structures. Install U. S. Erosion, or equal, 12" wattles made with 100% weed free wheat straw. Repair or replace damaged areas.

PLANTINGS

1. Plants shall conform to requirements of Plant List and Key on Drawings and to 'Horticultural Standards' of AAN as to kind, size, age, etc.
2. Guarantee shrubs, trees, ground covers, and vines meeting approval at Substantial Completion to live and remain in healthy condition for one year minimum from date landscape installation is accepted as complete.
3. Plant names used in Plant List shall conform to 'Standardized Plant Names' by American Joint Committee on Horticultural Nomenclature except in cases not covered. In these instances, follow custom of nursery trade. Plants shall bear a tag showing the genus, species, and variety of at least 10 percent of each species delivered to site.
4. Plants shall be sound, healthy, vigorous, free from plant disease, insect pests or their eggs, noxious weeds, and have healthy, normal root systems. Container stock shall be well established and free of excessive root-bound conditions. Do not prune plants or top trees prior to delivery.
5. Plant materials shall be subject to approval by Project Manager as to size, health, quality, and character. Bare root trees or shrubs are not acceptable. Provide plant materials from a licensed nursery.
6. All plantings are subject to approval by Project Manager before delivery to site.
7. Measure height and spread of all plant materials with branches in their normal position as indicated on Drawings or Plant List. Measurement should be average of plant, not greatest diameter. For example, plant measuring 15 inches in widest direction and 9 inches in narrowest would be classified as 12 inch stock. Plants properly trimmed and transplanted should measure same in every direction. Measure caliper of trees 6 inches above surface of ground. Where caliper or other dimensions of plant materials are omitted from Plant List, plant materials shall be normal stock for type listed. Plant materials larger than those specified may be supplied, with prior written approval of Project Manager, if complying with Contract Document requirements in all other respects, and if at no additional cost to Owner, and if sizes of roots or balls are increased proportionately.
8. Plant materials shall be symmetrical or typical for variety and species and conform to measurements specified in Plant List. Well grown material will generally have height equal to or greater than spread. However, spread shall not be less than 2/3 height.
9. Planting Mix shall be a mixture of three parts topsoil and one part commercial, weed free compost.
10. Planting Tablets shall be 21 gram Agriform 20-10-5.
11. Tree stakes shall be 2" diameter, 8' long Lodgepole pine. Use flex strap tree ties. Tree Guys shall be 1/2" steel stakes and 1/2" poly rope with new rubber hose to protect tree.
12. Bark, Chips or Wood Top Dressing Mulch shall be "Supreme Walk-on" douglas fir bark in shrub areas; "Soil pep" in groundcover areas, unless shown otherwise on drawings.
13. Stone Top Dressing Mulch shall be as shown on drawings.
14. Weed barrier fabric shall be DeWitt 4.1 oz. 20 year woven polypropylene, or equal.
15. Before proceeding with work, check and verify dimensions and quantities. Report variations between Drawings and site to Project Manager before proceeding with work.
16. Plant totals are for convenience only and are not guaranteed. Verify amounts shown on Drawings. All plantings shown on Drawings are required unless indicated otherwise.
17. Take care and preparation in work to avoid conditions which will create hazards. Post signs or barriers as required. Provide adequate means for protection from damage through excessive erosion, flooding, heavy rains, etc. Repair or replace damaged areas.
18. Layout individual tree and shrub locations and areas for multiple plantings. Stake locations and outline areas. Secure Project Manager's acceptance before planting. Make minor adjustments as may be requested.

19. Interface with other work. Do not plant trees and shrubs until major construction operations are completed and until sprinkler system is completed and approved.
20. If underground construction work or obstructions are encountered in excavation of planting holes, Project Manager will select alternate locations.
21. Install plants in holes at least three times greater in diameter than root ball or container. Holes for shrubs shall be deep enough to allow one inch of tamped planting mix beneath root ball. Holes for trees shall be one inch deeper than bottom of root ball. Do not use soil that has been taken from excavation of holes for landscaping purposes.
22. Remove binders and containers. Remove top 1/3 of wire basket, burlap and plastic twine binders.
23. Plant immediately after removing binding material and containers. Place trees and shrubs in holes so, after watering and settling, top of root ball shall be approximately one inch higher than finished grade. Properly cut off broken or frayed roots. Center plant in hole and backfill with specified planting mix. Make ring of mounded soil around hole's perimeter to form a temporary watering basin.
24. Install planting tablets in relation to root ball as recommended by manufacturer in plant pit as follows:
 - a. One Gallon Shrub - 1 Tablet
 - b. 5 Gallon Shrub/Tree - 3 Tablets
 - c. 24" Shrub/Tree - 6 Tablets
 - d. 36" Tree - 8 Tablets
 - e. 48" Tree - 12 Tablets
 - f. 60" Tree - 18 Tablets
 - g. 90" Tree - 24 Tablets
25. Settle by firming and watering to bring top of ball down to one inch higher than surrounding soil.
- Make adjustments in positions of plants as directed by Project Manager. Thoroughly water trees and shrubs immediately after planting.
26. Install adequate support for trees. Guy trees 3" caliper or larger. Place tree guys 6 to 12 inches below crotch of main tree canopy.
27. After plantings are accepted by Project Manager, remove temporary watering basins and rake planting area smooth. Install weed barrier fabric as indicated on drawings. Mulch shrub planting areas with specified top dressing mulch 3" deep unless shown otherwise. Install soil pep top dressing mulch 1" deep in perennial planting areas unless shown otherwise. Place top dressing mulch to uniform depth and rake to neat finished appearance.

SEEDING

1. Do not install seeding until planting and sprinkler system work has been completed and approved. Do not install seed if ground is frozen. Install seed mixture as shown below.
2. Provide certificate of weight, purity, and germination rate.
3. Take care and preparation in work to avoid conditions which will create hazards. Post signs or barriers as required. Provide adequate means for protection from damage through excessive erosion, flooding, heavy rains, etc. Repair or replace damaged areas. Keep site well drained and landscape excavations dry.
4. Seven days maximum prior to seeding:
 - a. Loosen area 3 inches deep, dampen thoroughly, and cultivate to properly break up clods and lumps. Remove from site clods, rocks, weeds, roots, and debris.
 - b. Install topsoil to specified depth and thoroughly mix amendments into top 4" of topsoil.
 - c. Grade and shape area to receive seed to bring surface to true uniform planes free from irregularities and to provide drainage and proper slope to catch basins.
 - d. Rake or scarify and cut or fill irregularities that develop as required until area is uniform, free from lumps, depressions, and irregularities.
5. Final grade of soil after seeding is complete shall be one inch below top of adjacent pavement or edge of any kind.
6. Apply seed slurry with a hydraulic seeder evenly in two intersecting directions. Install seed at the rate of one lb per 1,000 sq. ft., 16-16-16 fertilizer at the rate of 10 lbs per 1,000 sq. ft. and mulch at the rate of one 50 lb bale per 1,000 sq. ft. or as shown. Seed shall be as shown on drawings.
7. Seeded areas will be accepted at final inspection if seeded areas are properly established and seed is free of bare and dead spots and without weeds.
8. Areas seeded after October 31st will be accepted following spring (June 1st) approximately one month after start of growing season if specified conditions have been met.
9. Replace damaged areas at no additional cost to Owner.
10. Immediately clean up any soil or debris spilled onto pavement and dispose of all deleterious materials.
11. Provide adequate protection of seeded areas against trespassing, erosion, and damage of any kind. Remove this protection after seeded areas have been accepted by Owner.

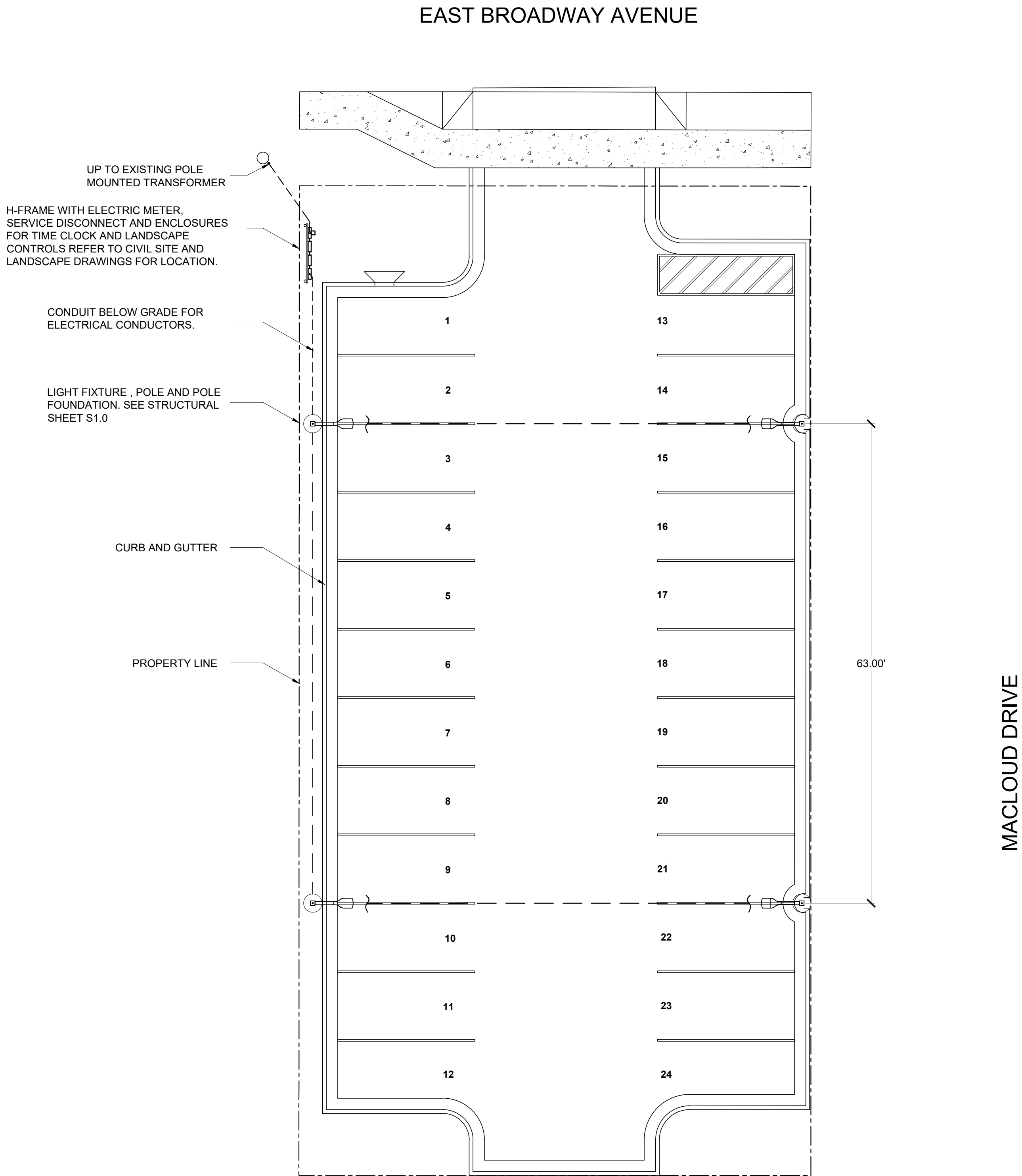
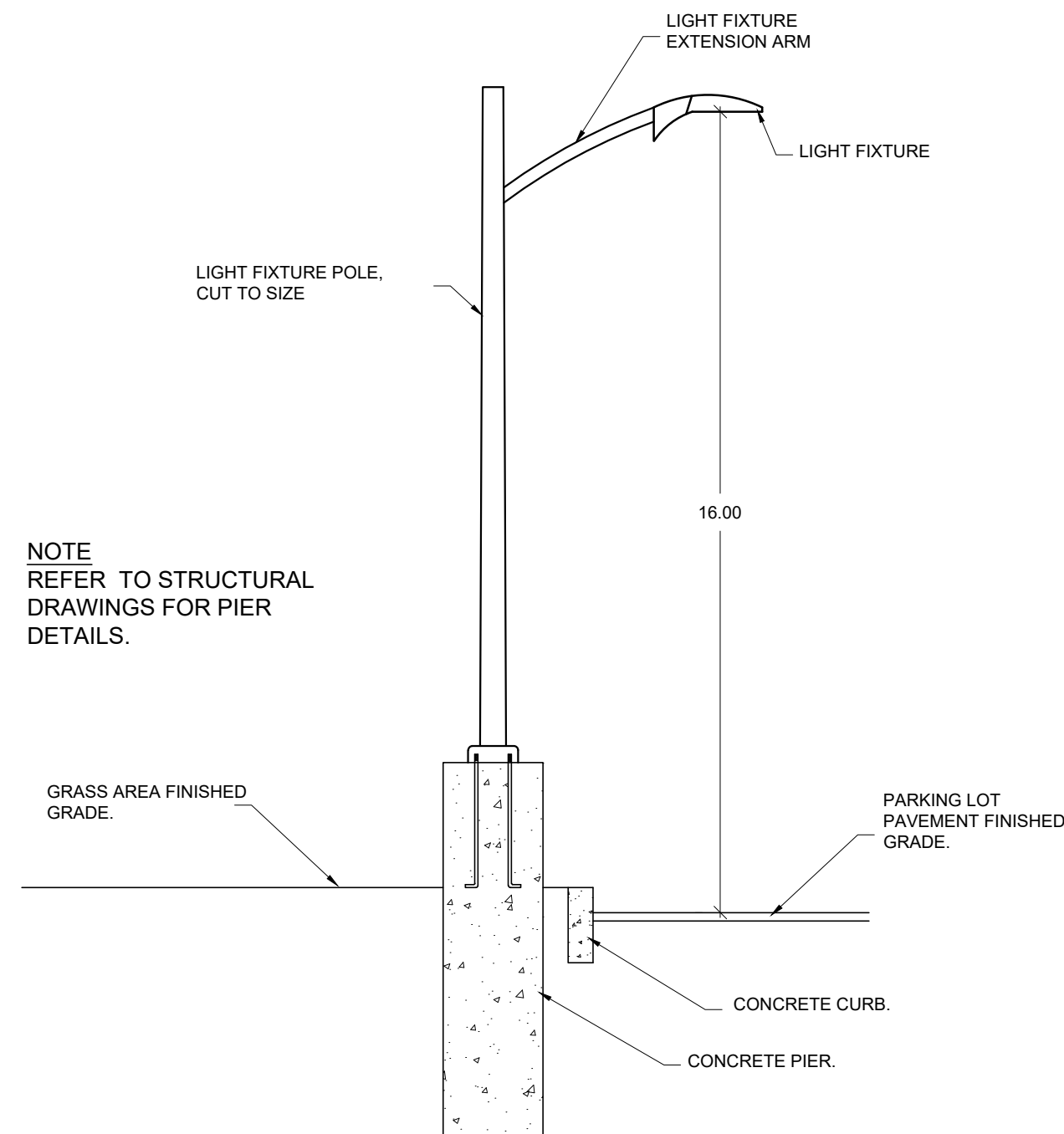
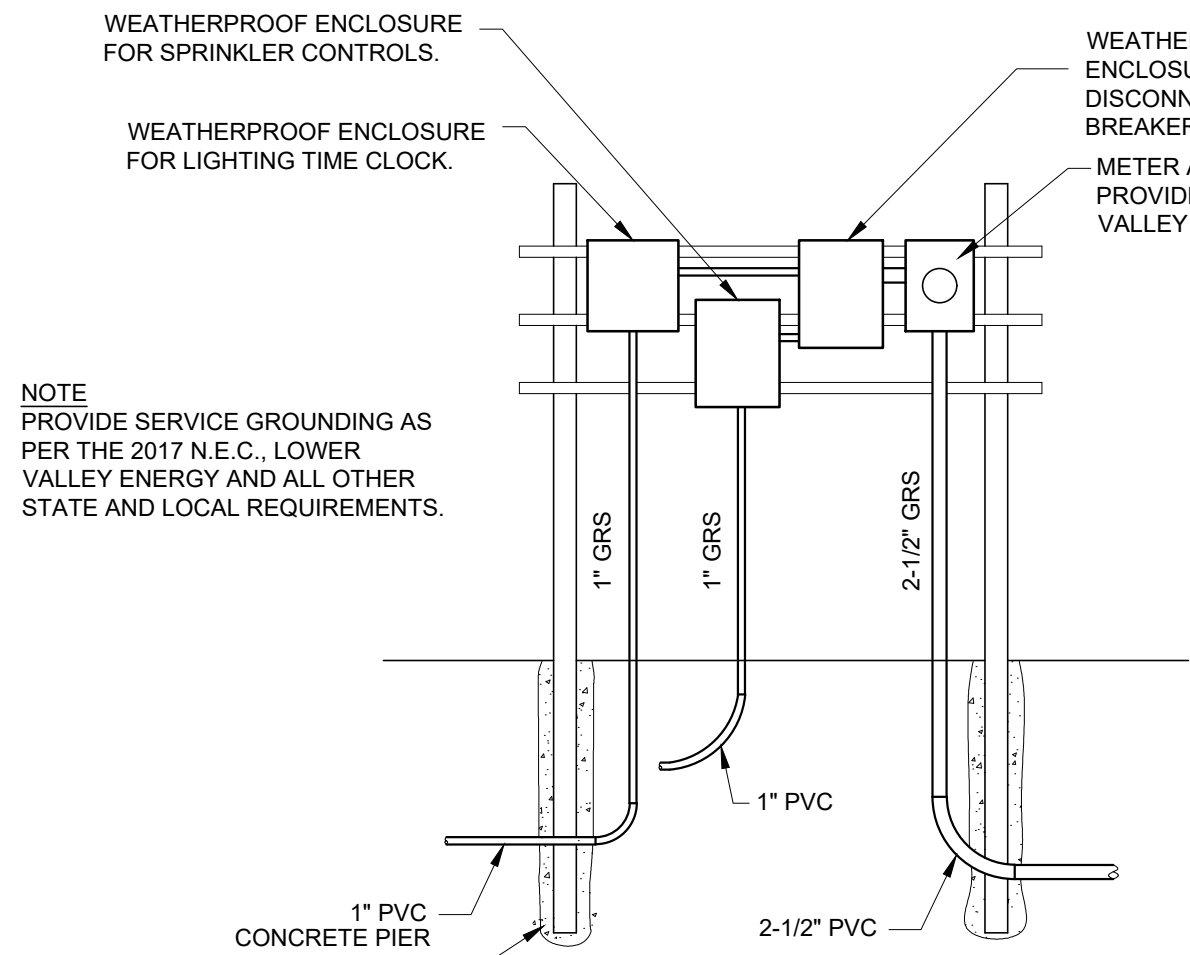
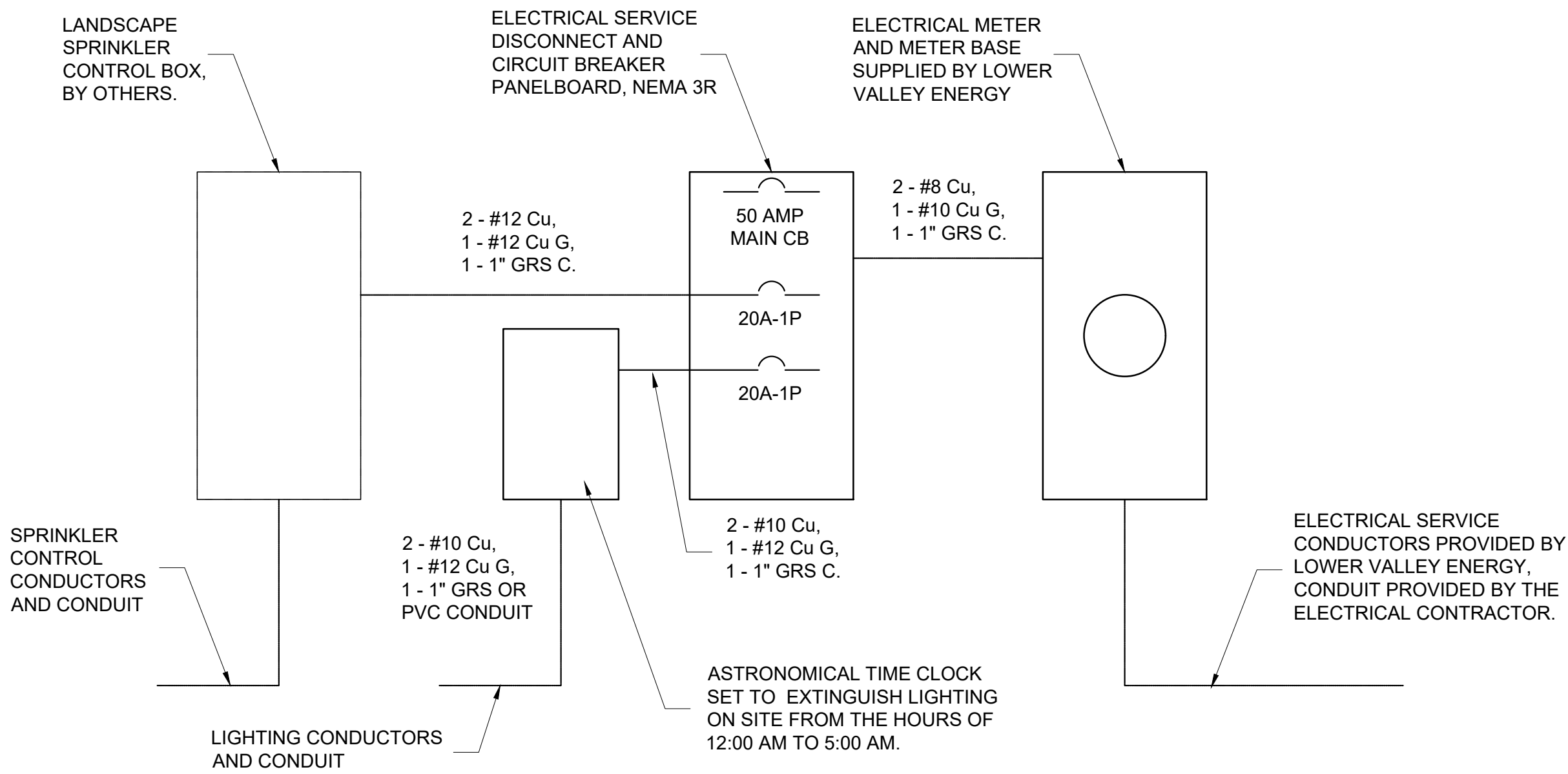
SODDING

1. Cut and lift sod by approved methods. Cut sod in pieces approximately 3/4 to one inch thick. Roll or fold sod so it may be lifted and handled without breaking or tearing and without loss of soil.
2. Schedule deliveries to coincide with topsoil operations and laying. Keep storage at job site to minimum without causing delays. Deliver, unload and store sod on pallets within 24 hours of being lifted. Do not deliver small, irregular or broken pieces of sod.
3. During wet weather, allow sod to dry sufficiently to prevent tearing during lifting and handling. During dry weather, protect sod from drying. Water as necessary to insure vitality and to prevent excess loss of soil in handling. Sod which dries out will be rejected.
4. Do not commence installation of sod until planting and sprinkler system work has been completed and approved. Do not install sod after October 31 or before March 15.
5. Sod shall be superior sod grown from certified, high quality, seed of known origin or from plantings of certified grass seed. Assure satisfactory genetic identity and purity. Assure over-all high quality and freedom from noxious weeds or an excessive amount of other crop and weedy plants at time of harvest. Sod shall be a blend of three or more types Kentucky Bluegrass for turf. Native grass sod shall be equal to Teton Turf native grass sod, or as shown on drawings.
6. Take care and preparation in work to avoid conditions which will create hazards. Post signs or barriers as required. Provide adequate means for protection from damage through excessive erosion, flooding, heavy rains, etc. Repair or replace damaged areas. Keep site well drained and landscape excavations dry.
7. Seven days maximum prior to sodding:
 - a. Loosen area 4 inches deep, dampen thoroughly, and cultivate to properly break up clods and lumps. Remove clods, rocks, weeds, roots and debris.
 - b. Install topsoil to specified depth and thoroughly mix amendments into top 4" of topsoil.
 - c. Grade and shape area to receive sod to bring surface to true uniform planes free from irregularities and to provide drainage and proper slope to catch basins.
 - d. After lawn areas have been prepared, take no heavy objects over them except lawn rollers.
 - e. After preparation of lawn areas and with topsoil in semi-dry condition, roll lawn planting areas in two directions at approximately right angles with approved grading equipment.
8. Final grade of soil after sodding of lawn areas and wildflower sod areas is complete shall be one inch below top of adjacent pavement of any kind.
9. Lay sod during growing season. Sodding during dry summer period, at freezing temperatures, or over frozen soil is not acceptable. Lay sod within 36 hours of being lifted. Lay sod in rows with joints staggered. Butt sections closely without overlapping or leaving gaps between sections. Cut out irregular or thin sections with a sharp knife. Lay sod flush with adjoining existing sodded surfaces. Do not sod slopes steeper than 3:1. Consult with Project Manager for alternate treatment.
10. After sodding of lawn is complete roll horizontal surface areas in two directions perpendicular to each other. Repair and re-roll areas with depressions, lumps, or other irregularities. Heavy rolling to correct irregularities in grade will not be permitted.
11. Water sodded areas immediately after sod laying to obtain moisture penetration through sod into top 4 inches of topsoil.
12. Sodded areas will be accepted at final inspection if sodded areas are properly established. If sod is free of bare and dead spots and without weeds, if no surface soil is visible when grass has been cut to height of 2 inches, and when sodded lawn areas have been mowed a minimum of once.
13. Areas sodded after October 1st will be accepted following spring (July 1st) approximately one month after start of growing season if specified conditions have been met.
14. Replace damaged areas at no additional cost to Owner.
15. Immediately clean up any soil or debris spilled onto pavement and dispose of all deleterious materials.
16. Provide adequate protection of sodded areas against trespassing, erosion, and damage of any kind. Remove this protection after sodded areas have been accepted by Project Manager.

MAINTENANCE

1. Maintain landscaping from completion of landscape installation to 30 days after Substantial Completion Meeting. If Substantial Completion Meeting occurs between September 1st and May 1st, then maintenance period shall extend to the following June.
2. Maintain seeded areas until seed has germinated and filled in. Water as required. Re-fertilize using 16-16-0 at the rate of 10 lbs. per 1,000 s.f. three weeks after seeding.
3. Maintain sodded native grass areas until lawn complies with specified requirements and throughout maintenance period. Water sodded areas in sufficient quantities and at required frequency to maintain sub-soil immediately under sod continuously moist 3 to 4 inches deep. Mow once at the end of growing season. Mow to a height of 6". A minimum of one mowing is required. Re-fertilize at the rate of 10 lbs. per 1,000 s.f. three weeks after sodding.
4. Maintain sodded turf areas until lawn complies with specified requirements and throughout maintenance period. Water sodded areas in sufficient quantities and at required frequency to maintain sub-soil immediately under sod continuously moist 3 to 4 inches deep. Mow turf grass the first time when it reaches 3 inches high. Continue to mow at least once each week throughout maintenance period. Remove clippings. A minimum of one mowing is required. Re-fertilize at the rate of 10 lbs. per 1,000 s.f. three weeks after sodding.
5. Maintain trees, shrubs and groundcover by pruning, cultivating, and weeding as required for healthy growth. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical positions as required. Spray as required to keep trees and shrubs free of insects and disease. Provide supplemental water by hand as needed in addition to water from sprinkling system.
6. Project Manager will inspect landscaping installation approximately 2 weeks before Substantial Completion. Replace landscaping that is dead or appears dead as directed by Project manager within 10 days of notification and before Substantial Completion.
 - a. Seeded areas that do not germinate and fill in shall be re-seeded and guaranteed and maintained an additional 30 days from date of re-seeding.
 - b. Sodded lawn that does not live shall be replaced and guaranteed and maintained an additional 30 days from date of replacement.
7. Seeded areas will be accepted at final inspection if seeded areas are properly established and seed is free of bare and dead spots and without weeds.
8. Areas seeded after October 31st will be accepted following spring (June 1st) approximately one month after start of growing season if specified conditions have been met.
9. Replace damaged areas at no additional cost to Owner.
10. Immediately clean up any soil or debris spilled onto pavement and dispose of all deleterious materials.
11. Provide adequate protection of seeded areas against trespassing, erosion, and damage of any kind. Remove this protection after seeded areas have been accepted by Owner.

L1.4





JACKSON, WY
307.733.9955

630 EAST BROADWAY, JACKSON, WY 83001
PARKING IMPROVEMENTS
TETON COUNTY HOSPITAL DISTRICT

© 2018 | ALL RIGHTS RESERVED

PERMIT SET

12.21.2018
DRAWN BY |
REVISIONS

ELECTRICAL PLANS
AND SCHEDULES

E-2

12/20/18

DIVISION 16 ELECTRICAL
SECTION 16010
GENERAL PROVISIONS

SECTION 16100
BASIC MATERIALS

1.01 SCOPE OF WORK

- A. WORK SHALL CONSIST OF FURNISHING ALL LABOR, EQUIPMENT, SUPPLIES AND MATERIALS NECESSARY FOR THE INSTALLATION OF A COMPLETE AND OPERATING ELECTRICAL SYSTEM AS REQUIRED BY THE SPECIFICATIONS AND AS SHOWN ON THE DRAWINGS.
- B. THE OMISSION OF EXPRESS REFERENCE TO ANY WORK NECESSARY OR REASONABLY INCIDENTAL TO A COMPLETE INSTALLATION DOES NOT RELEASE THE CONTRACTOR FROM PROVIDING SUCH WORK.
- C. ALL MATERIALS SHALL CONFORM TO CURRENT APPLICABLE INDUSTRY STANDARDS, WORKMANSHIP AND NEAT APPEARANCE SHALL BE AS IMPORTANT AS THE ELECTRICAL OPERATION. DEFECTIVE OR DAMAGED MATERIALS SHALL BE REPLACED OR REPAIRED PRIOR TO FINAL ACCEPTANCE.
- D. ALL ELECTRICAL MATERIALS SHALL BE LABELED OR LISTED BY A NATIONALLY RECOGNIZED TESTING LABORATORY.
- E. THE LATEST ADDITION OF THE NATIONAL ELECTRIC CODE IS THE MINIMUM GUIDELINE.

1.02 SPECIAL REQUIREMENTS

- A. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR ALL ELECTRICAL CONNECTIONS TO LIGHTING SYSTEM, SPRINKLER SYSTEM AND MISCELLANEOUS APPARATUS IN ORDER TO COMPLETE THE ELECTRICAL SYSTEM.
- B. THE DRAWINGS INDICATE THE GENERAL ARRANGEMENT OF OUTLETS, SWITCHES, PANELBOARDS AND OTHER WORK. DATA PRESENTED ON THESE DRAWINGS IS AS ACCURATE AS PLANNING CAN DETERMINE, BUT FIELD VERIFICATION OF ALL DIMENSIONS, LOCATIONS, LEVELS, ETC. TO SUIT FIELD CONDITIONS IS REQUIRED TO BE PERFORMED BY THE ELECTRICAL CONTRACTOR. REVIEW ALL ARCHITECTURAL AND CIVIL / SITE DRAWINGS AND SPECIFICATIONS PRIOR TO BIDDING PROJECT.
- C. THE COMPLETE INSTALLATION SHALL COMPLY WITH REQUIREMENTS OF THE UTILITY COMPANY FURNISHING SERVICE TO THIS INSTALLATION. APPLICABLE CODES AND ORDINANCES TAKE PRECEDENCE WHEN THEY ARE MORE STRINGENT.
- D. THE ENTIRE ELECTRICAL SYSTEM INSTALLED UNDER THIS CONTRACT SHALL BE LEFT IN PROPER WORKING ORDER. REPLACE WITHOUT ADDITIONAL COST, ANY WORK, MATERIAL OR EQUIPMENT WHICH DEVELOPS DEFECTS IN DESIGN OR WORKMANSHIP WITHIN ONE YEAR FROM DATE OF FINAL ACCEPTANCE.
- E. ALL EQUIPMENT SHALL BE NEW AND UL LABELED.

1.03 CONSTRUCTION LIGHTING AND POWER

- A. PROVIDE ALL TEMPORARY FACILITIES REQUIRED TO SUPPLY CONSTRUCTION POWER AND LIGHT. INSTALL AND MAINTAIN FACILITIES IN A MANNER THAT WILL PROTECT THE PUBLIC AND WORKMEN. COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.
- B. SIZE AND ARRANGEMENT OF THE TEMPORARY SERVICE SHALL BE COORDINATED WITH THE GENERAL CONTRACTOR.
- C. UPON COMPLETION OF THE WORK, REMOVE ALL TEMPORARY FACILITIES FROM THE SITE.
- D. THE GENERAL CONTRACTOR SHALL PAY FOR ALL POWER AND LIGHT USED BY HIM AND HIS SUBCONTRACTORS WHERE CONSTRUCTION POWER IS SEPARATELY METERED, OR IS TAKEN FROM PERMANENT PROJECT METERED SERVICE SOLELY FOR CONSTRUCTION USE.

1.04 COORDINATION

- A. ALL UTILITY COMPANY SERVICE REQUIREMENTS SHALL BE SCHEDULED IN ADVANCE SO THAT THE PROJECT IS NOT DELAYED.
- B. ANY CHANGES OR DEVIATIONS FROM THE DRAWINGS AND SPECIFICATIONS MUST BE APPROVED IN ADVANCE BY THE ARCHITECT AND THE OWNER. ALL ERRORS IN INSTALLATION SHALL BE CORRECTED AT NO EXPENSE TO THE OWNER.
- C. UPON COMPLETION OF WORK, ALL EQUIPMENT AND MATERIALS SHALL BE INSTALLED COMPLETE, THOROUGHLY CHECKED AND ADJUSTED.

1.05 PERMITS

- A. OBTAIN AND PAY FOR ALL PERMITS, FEES, LICENSES AND INSPECTIONS REQUIRED FOR THIS DIVISION.

1.06 TRENCHING AND BACKFILLING

- A. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION WITH THE GENERAL CONTRACTOR FOR ELECTRICAL TRENCHING.
- B. VERIFY LOCATION OF EXISTING UTILITIES AND, IF DAMAGED BY THIS CONTRACTOR, REPLACE OR REPAIR.

1.07 ELECTRICAL COMPLETION

- A. PROVIDE AS-BUILT DRAWINGS OF POWER AND LIGHTING PLANS SHOWING CIRCUITING.
- B. PROVIDE TYPEWRITTEN DIRECTORY CARDS ON ALL PANELS. LABEL SERVICE DISCONNECTS AND PANELS INDICATING VOLTAGE AND PHASE.
- C. REMOVE ALL MATERIALS, SCRAP, ETC. RELATIVE TO THE ELECTRICAL INSTALLATION AND LEAVE THE PREMISES AND ALL EQUIPMENT, LAMPS, FIXTURES, ETC. IN A CLEAN, ORDERLY AND OPERATING CONDITION.

1.08 OPERATING AND MAINTENANCE MANUAL AND INSTRUCTIONS

- A. DELIVER ONE OPERATING AND MAINTENANCE MANUAL TO THE ARCHITECT ON COMPLETION OF THE WORK.
- B. THE O & M MANUAL SHALL INCLUDE MANUFACTURER'S LITERATURE AND WARRANTIES FOR THE FOLLOWING EQUIPMENT: 1) ELECTRICAL SERVICE AND DISTRIBUTION EQUIPMENT; 2) LIGHT FIXTURES;
- C. INSTALL OWNER'S O & M MANUAL IN A THREE RING BINDER INCLUDING A TYPED TABLE OF CONTENTS AND TABBED DIVIDER SHEETS FOR EACH SECTION.
- D. INSTRUCT OWNER REGARDING OPERATION AND MAINTENANCE OF ALL ELECTRICAL SYSTEMS TO THE SATISFACTION OF THE OWNER.

1.09 PROJECT RECORD DRAWINGS

- A. PROVIDE THE ARCHITECT WITH ONE CLEAN SET OF PLANS AND SPECIFICATIONS. SHOW ALL POWER AND LIGHTING CIRCUITING AND ANY CHANGES IN DEVICE LOCATIONS.

1.10 WARRANTY

- A. ALL MATERIALS AND EQUIPMENT SHALL BE NEW UNLESS OTHERWISE SPECIFIED. GUARANTEE ALL WORKMANSHIP, MATERIAL AND EQUIPMENT AND REPLACE ANY MATERIALS AND/OR EQUIPMENT FOUND DEFECTIVE WITHOUT COST TO OWNER FOR ONE YEAR AFTER FINAL ACCEPTANCE.

END OF SECTION 16010

1.01 OUTLET BOXES

- A. NOT APPLICABLE.

1.02 WIRE AND CABLE

- A. CONDUCTORS SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF UL AND IFECAQ STANDARDS. MINIMUM CONDUCTOR SIZE SHALL BE NO. 12 AWG FOR LIGHT AND POWER.
- B. ALL GENERAL BUILDING WIRING SHALL BE COPPER. FEEDERS FROM MAIN DISTRIBUTION PANEL TO BRANCH PANELS SHALL BE COPPER. FEEDERS SHALL BE INSTALLED IN CONDUIT.
- C. CONDUCTOR INSULATION TYPES SHALL BE RATED FOR THE TYPE OF AREA USED AND SHALL BE ACCEPTED BY THE NEC.

1.03 WIRING DEVICES

- A. NOT APPLICABLE.

1.04 LIGHTING

- A. NOT APPLICABLE.
- B. PROVIDE LIGHTING EQUIPMENT AS SHOWN ON THE FIXTURE SCHEDULE. PROVIDE COMPLETE LIGHTING EQUIPMENT INCLUDING SUPPORTING BRACKETS, HOLDERS, LENS, ETC.
- C. SECURE ALL FIXTURES FROM BUILDING MEMBERS CAPABLE OF SAFELY CARRYING THE WEIGHT INTENDED.
- D. FIXTURE WIRE SHALL CONFORM TO UL LISTINGS AND BE CONCEALED WITHIN FIXTURE CONSTRUCTION.
- E. ALL LUMINAIRE LENSES AND LAMPS SHALL BE CLEANED AND OPERABLE PRIOR TO FINAL ACCEPTANCE BY THE OWNER.

1.07 EQUIPMENT

- A. NOT APPLICABLE.

END OF SECTION 16100

SECTION 16350
SERVICE AND DISTRIBUTION

1.01 METERING FACILITIES

- A. METERS, METER BOXES AND CURRENT TRANSFORMERS ARE TO BE PROVIDED BY THE UTILITY COMPANY. THIS CONTRACTOR SHALL MAKE ALL CONTACTS WITH THE UTILITY COMPANY TO PROVIDE THE NEW SERVICE, AS REQUIRED.

1.02 GROUNDING

- A. SERVICE EQUIPMENT, PANELS, FIXTURES, ETC. SHALL BE PROPERLY GROUNDED IN ACCORDANCE WITH THE LATEST ISSUE OF THE NATIONAL ELECTRIC CODE AND ALL OTHER STATE AND LOCAL REQUIREMENTS. PROVIDE ALL WIRE, CLAMPS, GROUNDING RODS, ETC. AS REQUIRED FOR COMPLETE GROUNDING.

1.03 PANELBOARDS

- A. PROVIDE DEAD-FRONT, CIRCUIT BREAKER TYPE PANELS WITH THE SIZE AND NUMBER OF BRANCHES INDICATED. PROVIDE HINGED DOOR AND FLUSH CATCH AND LOCK. BREAKERS SHALL BE THERMAL MAGNETIC TYPE. PANELBOARDS SHALL HAVE A GROUNDING BUS FOR THE EQUIPMENT GROUNDING SYSTEM. PANELS SHALL MEET NEC REQUIREMENTS AND BE UL LISTED.
- B. PANELBOARD CABINETS AND FRONTS SHALL BE CODE GAUGE GALVANIZED STEEL. PANELBOARD FRONTS SHALL INCLUDE A HINGED STEEL DOOR, CATCH AND SPRING LOADED DOORPULL AND LOCK. FRONTS AND DOORS SHALL HAVE A GRAY BAKED ENAMEL FINISH.

1.04 SERVICE DISCONNECTS

- A. PROVIDE ENCLOSED SERVICE DISCONNECT WHERE INDICATED ON DRAWINGS.
- B. SIZE DISCONNECTS TO MEET NEC REQUIREMENTS.

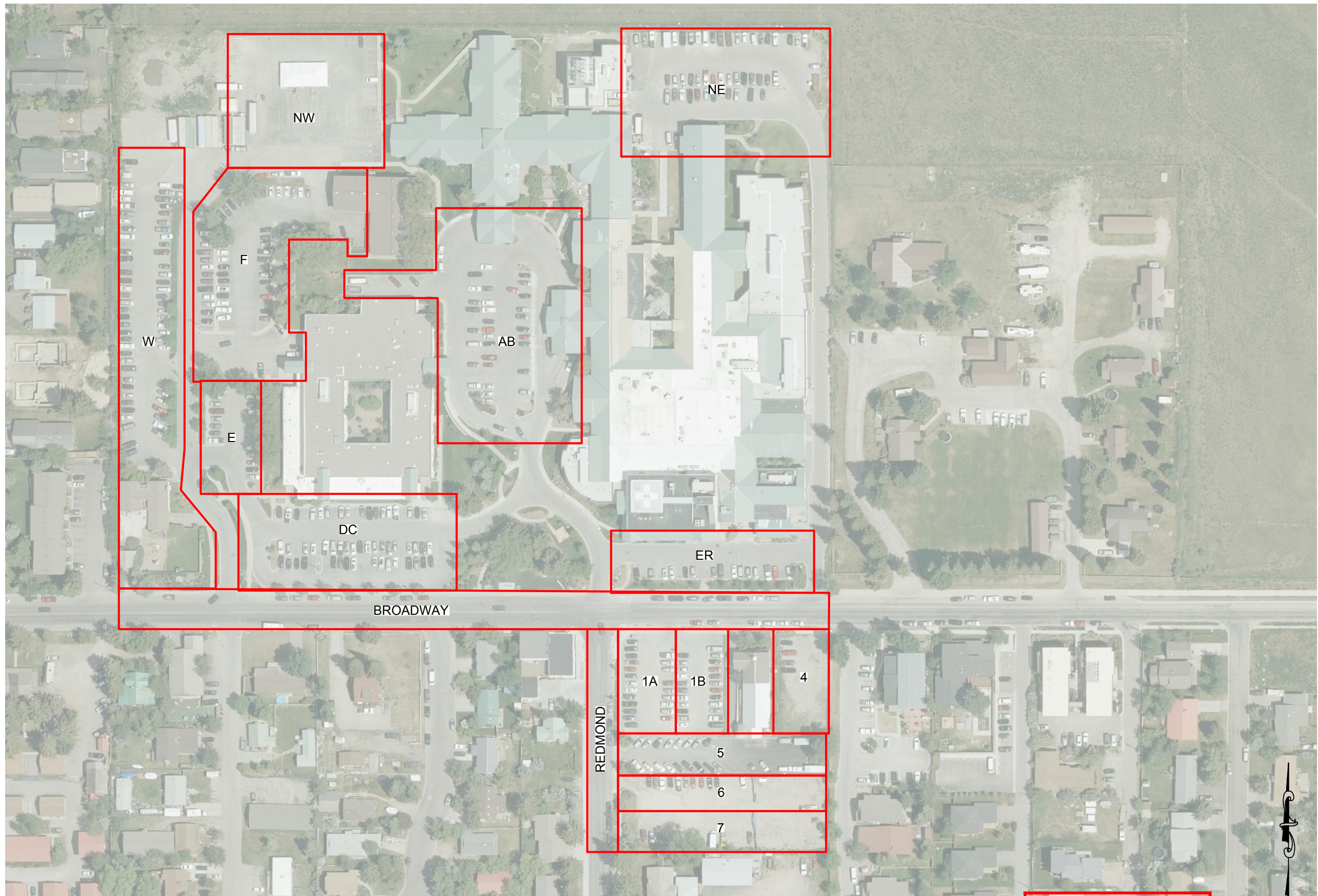
1.05 LABELING

- A. NOT APPLICABLE.

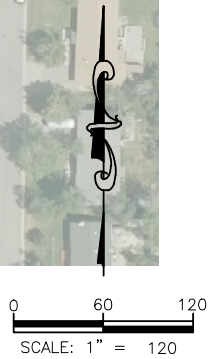
END OF SECTION 16350

LIGHT FIXTURE SCHEDULE:						
COMPONENT	MANUFACTURER CATALOG #	LAMP	VOLTS	WATTS	LUMENS	COMMENTS
LIGHT FIXTURE HEAD	LITHONIA: DSXO-LED-P1-30-BLC-MVOLT NLTAIR2-PIRHN-FAO-BLACK	LED, LED,	120	20T	18,451	
LIGHT FIXTURE POLE WITH EXTENSION ARM	LITHONIA: RTS020-6J-11-145-BG-BLACK					PROVIDE 3' EXTENSION ARM. 20' POLE CUT TO SIZE.

SERVICE DISC. AND C.B. PANEL									
LOCATION: ON 1 ST FRAME				MTG: SURFACE		NEMA: 3R			
BUS AMPS: 100		VOLTS: 120 / 240		PHASE: 1		WIRES: 3		AUG: 10,000	
MAIN BREAKER: 50A MCB		FEEDERS: 2-#6, 1-#6-6						CONDUIT: 2-1/2"	
GKT NO.	LOAD DESCRIPTION	LOAD (AMPS)	C.B. (AMPS)	A	B	C.B. (AMPS)	LOAD (AMPS)	LOAD DESCRIPTION	GKT NO.
1	LIGHT FIXTURES	800	20A	•					2
3	SPRINKLER CONTROLS	7	20A	•					4
5									6
7				•					8
9				•					10
11									12
WATTS PER PHASE: A= <u>T.B.D.</u> B= <u>T.B.D.</u>									
CONNECTED: <u>T.B.D.</u> WATTS, <u>T.B.D.</u> AMPS DEMAND: <u>T.B.D.</u> WATTS, <u>T.B.D.</u> AMPS									
MANUFACTURER AND MODEL: <u>SQUARE D</u> LOAD CENTER									



— PRELIMINARY —
SUBJECT TO CORRECTION
AND APPROVAL



PROJECT TITLE:
PARKING STUDY
SAINT JOHNS MEDICAL CENTER
625 E BROADWAY
JACKSON, WY 83001

SHEET TITLE:
FIGURE #1: PARKING LOT LEGEND

DRAFTED BY:	JK
REVIEWED BY:	RA
PLAN VERSION	DATE
VERSION 2	3/11/2019

PROJECT NUMBER
18056.13
SHEET
1

PLANNING

Project Number	P18-365	Applied	12/26/2018	STOL
Project Name	CUP - St. John's Parking	Approved		
Type	CUP	Closed		
Subtype	PARKING	Expired		
Status	TOWN COUNCIL	Status	3/25/2019	BC

Applicant	CTA Architects	Owner	TETON COUNTY HOSPITAL DIST.
------------------	----------------	--------------	-----------------------------

Site Address	City	State	Zip
630 E BROADWAY AVENUE	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
REDMOND-2ND	22411634111001	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
Building	APPROVED	12/26/2018	1/16/2019	12/27/2018	
Kelly Sluder					
.....					
Fire		12/26/2018	1/16/2019		See notes
Kathy Clay					
"Applicant needs to provide fire department access" -Kathy Clay					
.....					
Legal	APPROVED	12/26/2018	1/16/2019	12/26/2018	
A Cohen-Davis					

Parks and Rec	APPROVED W/CONDITI	12/26/2018	1/16/2019	3/26/2019	see notes
Steve Ashworth					

-This is the only section of attached sidewalk from Redmond to the east on Broadway. It would make sense to work with the Baptist Church and the Town to go ahead and create detached sidewalk from the west side of the proposed entrance and link to the detached sidewalk on the west side of the Church lot, like the rest of Broadway. Especially if we ever pick this up plowing.

-The landscaping in front on either side of the entrance and on the south end of the property is acceptable with respect to plantings, no issues.

-On the west property line, between the lot and the church, they are proposing Crab apples in what appears to be a 3' strip. I don't have issues with the width of the planting strip but would not recommend them adjacent to a parking lot or that close to another property just from an encroachment and mess issue. Especially when mature and they over hang cars in the parking lot. Obviously doesn't affect us, health of the tree, but consider proximity to parked cars.

Andy Erskine
Parks Manager, Teton County/Jackson Parks & Recreation Department
300 W Snow King Avenue
PO Box 811
Jackson, WY 83001
Office: 307-732-5793

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Planning Brendan Conboy	APPROVED W/CONDITI	12/26/2018	1/16/2019	3/25/2019	see staff report
Public Works Rachelle Rhodes (1/2/2019 5:23 PM RR) Conditional Use Permit – APPROVED	APPROVED	12/26/2018	1/16/2019	1/2/2019	see notes
P18-365 CTA Architects, Brett Bennett for Teton County Hospital District 630 East Broadway Avenue January 2, 2019 Rachelle Rhodes, 733-3079					
*The following comments are being provided for use in preparation of future Development Plan submittals and are required for sufficiency.					
In addition to the required Town of Jackson submittal requirements, The Engineering Department requires applicants to submit plans, documents, etc in electronic PDF format in addition to the standard paper submittal(s). Please submit these materials through Tiffany Stolte of the Planning Department (tstolte@jacksonwy.gov).					
NOTES FOR APPROVAL:					
1. Review the pre-application grading notes from the August 1, 2018 meeting with Brian Lenz and Brendan Conboy for inclusion in possible future applications.					
2. Public works recommends using a commercial power service pedestal for security and aesthetics, instead of the proposed H-Frame.					
3. Please include notes on the plan sheet calling-out 6-inch thick concrete per the details.					
4. The proposed tree(s) planted in the public right-of-way shall be approved by the Urban Tree Council and a root guard installed along the sidewalk.					
5. An encroachment permit shall be required for any work occurring within the Town's right-of-way.					
TC Housing Authority Stacy Stoker	NO COMMENT	12/26/2018	1/16/2019	1/16/2019	

From: [Andrew Erskine](#)
To: [Brett Bennett](#)
Cc: [Brendan Conboy](#)
Subject: Re: #0 Redmond Tree Revision
Date: Thursday, June 6, 2019 10:04:08 AM
Attachments: [image.png](#)
[Outlook vs snow.png](#)

Brett,

The tree selections look fine. I would encourage St John's to do the proper maintenance upkeep on the cottonwoods, especially early on. This will alleviate many of the safety concerns we see with large old growth cottonwoods down the road. Thanks.

Andy Erskine, CPSI
Parks Manager, Teton County/Jackson Parks & Recreation Department
300 W Snow King Avenue
PO Box 811
Jackson, WY 83001
Office: 307-732-5793



From: Brett Bennett <brettbennett@ctagroup.com>
Sent: Friday, May 10, 2019 11:46:55 AM
To: Andrew Erskine
Cc: Brendan Conboy
Subject: #0 Redmond Tree Revision

[**NOTICE:** This message originated outside of the Teton County's mail system -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Andrew,

Please see the attached tree revision for 30 Redmond /Lots 6&7 and e-mail or call 733.9955 with any concerns.

The (1) autumn blaze maple tree in the right of way has been coordinated with the recommended street tree list. The remaining (7) trees on the property are being switched to narrow leaf cottonwoods.

Thank you,

Brett

Brett Bennett | AIA NCARB LEED AP
o 307.733.9955 |



Correspondence, including e-mail, to and from employees of Teton County, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.



JORGENSEN

It's About People, Trust and Know How

307-733-5150
Jorgensen Associates, P.C.

- Jackson, WY 83001
- 1315 Highway 89 S-P.O. Box 9550



PARKING STUDY REPORT

PREPARED FOR:

Town of Jackson

150 E Pearl Avenue
P.O. Box 1687
Jackson, WY 83001
(307)-733-3932



*Saint John's Medical Center
Parking Study Report
610 East Broadway, Jackson, Wyoming*

Prepared by: Jorgensen Associates, P.C.

March 12, 2019

Project No. 18056.13

I. INTRODUCTION

This report presents the results of a comprehensive parking analysis of all current and future parking supply and demands for the Saint John's Medical Center (SJMC) owned properties in the vicinity of the SJMC campus. This analysis is in response to the January 9, 2019 Town of Jackson (TOJ) Determination of Sufficiency letter received for the Conditional Use Permit application (Item P18-365) submitted on December 26, 2018 for a surface parking lot at 630 East Broadway. This analysis includes the proposed development referred to as the Senior Living Center. This project consists of the construction of a new Senior Living Center in the north-west portion of the SJMC Lot, west of the current Senior Living Center. It is intended to replace the existing Living Center which will be decommissioned upon completion of the new facility. The letter requests that the parking analysis include all current and future parking supply and demand that encompasses all existing hospital owned properties and proposed additional properties, if known. In addition to the parking analysis TOJ asked to also provide a breakdown of peak parking demand by time, user group, and location. Jorgensen Associates, PC (Jorgensen) was retained to conduct the parking analysis and provide this report.

II. PROJECT DESCRIPTION

A. Project Limits

The area included in this analysis includes the existing SMJC campus located at 625 East Broadway and the parking lots located at 610 and 630 East Broadway, and 30 Redmond Street. The housing located at 460 East Broadway (Hitching Post) and the new SJMC Daycare located at 660 East Broadway are not included in this analysis, as these parcels park their uses on site, thus not effecting the referenced parcels included in this analysis.

B. Current Conditions- The current uses on the referenced parcels include:

- A full-service hospital
- The Physician's Office Building
- A private Professional Office with approximately 9 medical practices and 15 doctors with varying schedules
- The Living Center

- Parking lots on the 610 and 630 East Broadway and 30 Redmond Street parcels

Currently, SJMC has an estimated 538 parking spaces with varying use in its parking lots shown in **Figure 1: Parking Lot Legend**. The counts for these parking lots are shown below in **Figure 2: Existing Parking Lot Conditions** with each parking lot's designated use. **Figure 2: Existing Parking Lot Conditions** counts were derived from 2017 aerial imagery from Teton County GIS, Google Maps, and field checks of ADA, patient and staff parking. The parking space counts may be slightly affected by some spaces not being available due to winter conditions covering the parking lot stalls, as the analysis was done in late February and early March. The lot at 630 East Broadway, Lot 4, is currently not used in the winter as it is unpaved and difficult to maintain. Item P18-365 is proposing to pave the lot so it can be used year around.

Existing Parking Lot Conditions					
Parking Lot Name	Total Parking Stalls	Stall Designation			
		ADA	Patient	Staff	Non-Designated
ER	22	2	18	2	-
AB	69	4	4	-	61
NE	54	3	-	-	51
DC	68	6	-	-	62
E	22	3	19	-	-
F	63	3	-	2	58
NW	68	2	-	-	66
W	73	-	-	-	73
1A	24	-	-	24	-
1B	23	-	23	-	-
4	0	-	-	-	-
5	22	-	-	-	22
6	15	-	-	-	15
7	15	-	-	-	15
TOTAL	538	23	64	28	423

Figure 2: Existing Parking Lot Conditions

C. Proposed Conditions- The future uses known at this time includes:

- A full-service hospital
- The Physician's Office Building
- The New Living Center. **Figure 3: Senior Living Center Need** is below to show the additional parking needed to account for the expansion
- Additional parking in the southwest corner of 625 East Broadway (where the old daycare building was recently demolished)
- Parking lots on the 610 and 630 East Broadway, and 30 Redmond Street parcels.
- At this time, the future use of the existing Living Center is unknown. For purposes of this analysis, the assumed use is medical office space for those displaced by the demolition of the private Professional Office for the new Senior Living Center

Current					
	Residents	Patients	Visitors/Volunteers	Staff	Total
Skilled Nursing	44	2	20	28	94
Inpatient Rehab	-	-	-	-	0
				Total:	94
Proposed					
Skilled Nursing	56	-	28	54	138
Inpatient Rehab	-	6	12	26	44
Total	56	6	40	80	182

Δ (Proposed & Current)	12	4	20	52	88
Additional Parking Stalls Needed	0	1	3	26	30

Figure 3: Senior Living Center Need

Need was determined by visitors and patients over an 8-hour day, and the staff having split shifts. All visitors, patients, and employees will not be at the facility at one time.

SJMC is proposing the construction of the new Senior Living Center in the north-west portion of its lot shown in **Figure 4: Proposed Conditions**. The proposed construction will completely remove Lot NW and partially remove Lots F and W shown in **Figure 1: Parking Lot Legend**. Lots 4, 6 and 7 are planned to be paved, striped and used year around. The old daycare in the south-west portion of SJMC has been demolished to add additional parking spaces. SJMC is projected to lose a net 45 parking spaces with the proposed conditions shown below in **Figure 5: Proposed Parking Lot Conditions**. The proposed plans for Lot 4, 6, 7 and the expansion of W, with the demolition of the old daycare, are shown in the following figures: **Figure 6: Lot 4**, **Figure 7: Lots 6&7** and **Figure 8: Lot W Expansion**.

Proposed Parking Lot Conditions						Total Stall Difference
Parking Lot Name	Total Parking Stalls	Designated Use				
		ADA	Patient	Staff	Non-Designated	
ER	22	2	18	2	-	0
AB	69	4	4	-	61	0
NE	54	3	-	-	51	0
DC	68	6	-	-	62	0
E	22	3	19	-	-	0
F	34	3	-	2	29	-29
NW	0	-	-	-	-	-68
W	80	-	-	-	80	7
1A	24	-	-	24	-	0
1B	23	-	23	-	-	0
4	24	-	-	-	24	24
5	22	-	-	-	22	0
6	33	-	-	-	33	18
7	18	-	-	-	18	3
TOTAL	493	21	64	28	380	-45

Figure 5: Proposed Parking Lot Conditions

III. ANALYSIS METHODOLOGY

All fourteen parking lots were selected for the study as well as the on-street parking on streets, Redmond and Broadway. The boundaries of the parking lots and adjacent streets in the analysis are shown in detail on **Figure 1: Parking Lot Legend**.

SJMC is currently zoned Public/Semi-Public (P/SP) by the TOJ. The Land Development Regulations (LDRs) do not address on-street parking for this zone. However, the LDRs allows the surrounding lots zoned Office Residential (OR) to meet their parking need by using on-street parking. The LDRs also state the Commercial Residential-1 (CR-1) zoned properties can use on-street parking to meet their parking needs. The uses at SJMC are similar to and meet the intent of the CR-1 zone and therefore it is appropriate to use on-street parking to accommodate the parking need of SJMC. Other lots in the TOJ zoned P/SP, such as the Library, town parks, the old and new Post Offices, and the Center for the Arts use time designated on-street parking to meet their parking needs. Therefore, these spaces have been included in the analysis.

The study evaluated morning and afternoon peak hours, designated by SJMC, on a typical weekday for the medical center for data collection. The designated hours were 9 am-11am and 1pm-3pm. The goal of the analysis is to assess parking demand on a “representative day” during peak season. It is common industry standard to measure parking demand on a midweek day (Tuesday-Thursday). Jorgensen determined that late February and early March is representative of peak season due to flu season and the consequential injuries due to winter sports.

Jorgensen staff conducted counts on the following dates and time:

- Tuesday, February 26, 2019 9:55-10:20 am.
- Wednesday, February 27, 2019 2:30-2:50 pm.
- Tuesday, March 5, 2019 10:30-10:35 am.

During each time period, staff recorded the total number of occupied stalls, as well as the number of over-flow parking (vehicles not in a designated parking stall), by lot. License plates were not recorded, and a turnover analysis was not performed. Each window therefore represents a snapshot in time, documenting how demand changes over the course of the day.

IV. RESULTS SUMMARY

A. Tuesday, February 26, 2019 9:55-10:20 am.

Date	9:55-10:20 AM	2/26/2019	TUES
------	---------------	-----------	------

Parking Lot Name	Time	Parked Cars (w/ Over-flow)	Parking Stalls Studied	Percentage	Over-Flow (not in parking stall)
ER	10:03:00 AM	18	22	81.8%	-
AB	10:08:00 AM	57	69	82.6%	-
NE	10:02:00 AM	49	54	90.7%	4
DC	10:11:00 AM	59	68	86.8%	-
E	10:12:00 AM	15	22	68.2%	-
F	10:15:00 AM	58	63	92.1%	-
NW	10:17:00 AM	48	68	70.6%	-
W	10:18:00 AM	63	73	86.3%	-
1A	10:00:00 AM	24	24	100.0%	-
1B	10:00:00 AM	21	23	91.3%	-
4	9:55:00 AM	0	24	0.0%	-
5	10:55:00 AM	19	22	86.4%	-
6	10:55:00 AM	14	15	93.3%	-
7	9:52:00 AM	13	15	86.7%	-
W BROADWAY	10:20:00 AM	19	35	54.3%	-
REDMOND	9:57:00 AM	6	11	54.5%	-
Total:		483	608	79.4%	

0-55%
55-70%
70-85%
85%+

NOTES: WY-HWY-22 Teton Pass CLOSED and US-HWY-89 N Moose to Moran CLOSED

B. Wednesday, February 27, 2019 2:30-2:50 pm.

Date	2:30-2:50	2/27/2019	WED
------	-----------	-----------	-----

Parking Lot Name	Time	Parked Cars (w/ Over-flow)	Parking Stalls Studied	Percentage	Over-Flow (not in parking stall)
ER	2:25:00 PM	13	22	59.1%	1
AB	2:37:00 PM	57	69	82.6%	-
NE	2:33:00 PM	45	54	83.3%	1
DC	2:39:00 PM	51	68	75.0%	-
E	2:41:00 PM	16	22	72.7%	-
F	2:41:00 PM	53	63	84.1%	3
NW	2:45:00 PM	52	68	76.5%	1
W	2:46:00 PM	54	73	74.0%	1
1A	2:31:00 PM	21	24	87.5%	-
1B	2:32:00 PM	22	23	95.7%	-
4	2:33:00 PM	0	24	0.0%	-
5	2:30:00 PM	18	22	81.8%	-
6	2:30:00 PM	15	15	100.0%	-
7	2:29:00 PM	15	15	100.0%	-
W BROADWAY	2:49:00 PM	15	35	42.9%	-
REDMOND	2:47:00 PM	5	11	45.5%	-
Total:		452	608	74.3%	

0-55%
55-70%
70-85%
85%+

NOTES: WY-HWY-22 Teton Pass CLOSED (open in morning and closed one hour before study) and US-HWY-89 N Moose to Moran CLOSED

C. Tuesday, March 5, 2019 10:30-10:35 am.

Date	10:30-10:45	3/5/2019	TUES
------	-------------	----------	------

Parking Lot Name	Time	Parked Cars (w/ Over-flow)	Parking Stalls Studied	Percentage	Over-Flow (not in parking stall)
ER	10:38:00 AM	18	22	81.8%	1
AB	10:39:00 AM	69	69	100.0%	3
NE	10:37:00 AM	49	54	90.7%	2
DC	10:42:00 AM	62	68	91.2%	-
E	10:43:00 AM	16	22	72.7%	-
F	10:44:00 AM	54	63	85.7%	2
NW	10:45:00 AM	44	68	64.7%	-
W	10:45:00 AM	60	73	82.2%	1
1A	10:35:00 AM	21	24	87.5%	-
1B	10:36:00 AM	26	23	113.0%	-
4	10:36:00 AM	0	24	0.0%	-
5	10:35:00 AM	18	22	81.8%	-
6	10:34:00 AM	18	15	120.0%	3
7	10:33:00 AM	22	15	146.7%	7
W BROADWAY	10:33:00 AM	18	35	51.4%	-
REDMOND	10:33:00 AM	6	11	54.5%	-
Total:		501	608	82.4%	

0-55%
55-70%
70-85%
85%+

D. Averaged Results

Averaged Results Over 3-Day Study					
Parking Lot Name	Time	Parked Cars (w/ Over-flow)	Parking Stalls Studied	Percentage	Over-Flow (not in parking stall)
ER	10:03:00 AM	16	22	74.2%	1
AB	10:08:00 AM	61	69	88.4%	5
NE	10:02:00 AM	48	54	88.3%	2
DC	10:11:00 AM	57	68	84.3%	-
E	10:12:00 AM	16	22	71.2%	-
F	10:15:00 AM	55	63	87.3%	2
NW	10:17:00 AM	48	68	70.6%	-
W	10:18:00 AM	59	73	80.8%	1
1A	10:00:00 AM	22	24	91.7%	-
1B	10:00:00 AM	23	23	100.0%	-
4	9:55:00 AM	0	24	0.0%	-
5	10:55:00 AM	18	22	83.3%	-
6	10:55:00 AM	16	15	104.4%	1
7	9:52:00 AM	17	15	111.1%	2
W BROADWAY	10:20:00 AM	17	35	49.5%	-
REDMOND	9:57:00 AM	6	11	51.5%	-
Total:		479	608	78.7%	

0-55%
55-70%
70-85%
85%+

Figure 9: Averaged Results Over 3 Day Study

V. DISCUSSION & CONCLUSION

Over the three-day analysis it was determined by Jorgensen that the average need for SJMC is approximately 479 parking places, including the adjacent streets Broadway and Redmond, which is currently 78.7% capacity of the current conditions, shown above in **Figure 9: Averaged Results Over 3 Day Study**. The proposed conditions of SJMC is shown below in **Figure 10: Proposed Parking Lot Conditions with On-Street Parking**, with the construction of the Senior Living Center. It is projected that the SMJC campus will have 493 parking stalls or 531 parking stalls including the adjacent streets when the Senior Living Center and new parking lots are completed. Therefore, without the adjacent streets, SJMC would not meet the parking need, determined by the parking study, at 103.25% capacity. However, SJMC does meet the parking requirements with the adjacent streets at 95.86% capacity. The parking lots that had the most consistent use were Lots 1A, 1B, 6 and 7 with use 90% or greater. Lots 1A, 6 and 7 are predominately used for staff parking, therefore, this use should be fixed throughout the year. Lots 6 and 7 are not designated staff use, however, it was observed that the lots were mainly utilized for this usage. It should be noted that this report serves as a baseline analysis for SJMC at present and with the new Senior Living Center and parking lots. As new projects, expansions, or renovations are contemplated, this analysis should be updated to ensure an adequate parking supply is available and/or provided.

Proposed Parking Lot Conditions with On-Street Parking					
Parking Lot Name	Total Parking Stalls	Designated Use			
		ADA	Patient	Staff	Non-Designated
ER	22	2	18	2	-
AB	69	4	4	-	61
NE	54	3	-	-	51
DC	68	6	-	-	62
E	22	3	19	-	-
F	34	3	-	2	29
NW	0	-	-	-	-
W	80	-	-	-	80
1A	24	-	-	24	-
1B	23	-	23	-	-
4	24	-	-	-	24
5	22	-	-	-	22
6	33	-	-	-	33
7	18	-	-	-	18
TOTAL	493	21	64	28	380
Broadway Zoned P/SP	29	-	-	-	29
Redmond Zoned P/SP	9	-	-	-	9
Total (with On-Street)	531	21	64	28	418

Study Projected Parking Need	479
Projected Parking Need for Senior Living Center	30
Total Projected Parking Need	509

Total	Approximate Parking Need	Parking	Percentage
Without On-Street	509	493	103.25%
With On-Street	509	531	95.86%

Figure 10: Proposed Parking Lot Conditions with On-Street Parking



PROJECT TITLE:
PARKING STUDY
SAINT JOHNS MEDICAL CENTER
625 E BROADWAY
JACKSON, WY 83001

SHEET TITLE:
FIGURE #1: PARKING LOT LEGEND

DRAFTED BY:	JK
REVIEWED BY:	RA
PLAN VERSION	DATE
VERSION 2	3/11/2019

PROJECT NUMBER	18056.13
SHEET	1

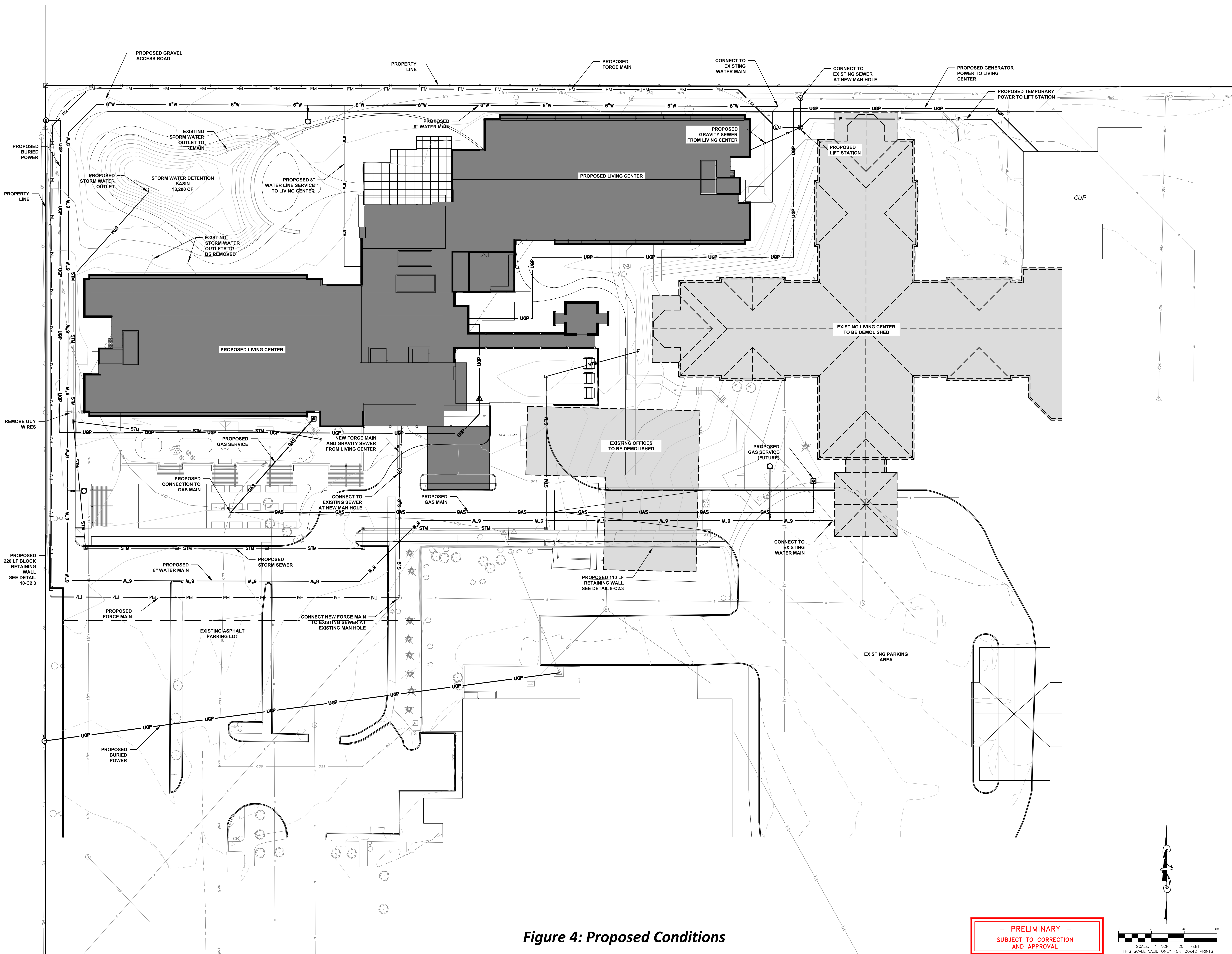
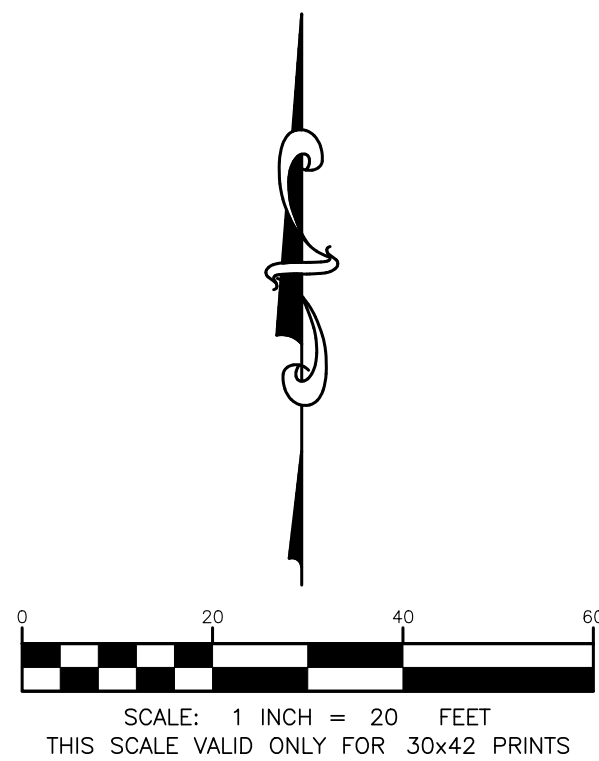


Figure 4: Proposed Conditions

— PRELIMINARY —
SUBJECT TO CORRECTION
AND APPROVAL



St. John's Senior
Living Center

625 E Broadway Ave
Jackson, WY 83001
00-000

St. Johns Medical Center
625 E Broadway Ave
Jackson, WY 83001
Telephone: 307-415-5595
E-mail: JJohnson@stjohnshospital.org

Architect
AndersonMasonDale Architects, P.C.
3198 Speer Boulevard
Denver, CO, 80211
Telephone: 303-294-9448
FAX: 303-294-0762
E-mail: JGraham@amdashitects.com

Senior Living Specialist
William Brummett Architects
383 Corona Street #523
Denver, Colorado 80218
Telephone: 720-570-2332
E-mail: WBrummett@brummettarchitects.com

General Contractor
GE Johnson Construction Company
1110 Maple Way, Suite E
Jackson, WY 83001
Telephone: (307) 734-2605
E-mail: Fasciano@GEJohnson.com

Structural Engineer
K&A Engineers & Builders
150 S. Main Street
Buffalo, WY 82834
Telephone: (307) 621-7011
E-mail: jhall@k&a.com

Mechanical, Electrical
Plumbing Engineer
Cator, Ruma & Associates, Co.
420 W Lincoln way
Cheyenne, WY 82001
Telephone: (307) 232-2332
(307) 232-6000
E-mail: BWinter@catoruma.com

Civil Engineer
Jorgensen
PO Box 9550 - 1315 HWY 89 S., Suite 201
Jackson, WY 83002
Telephone: (307) 733-5150
E-mail: Ramip@jorgensenassociates.com

Landscape Architect
LimeGreen Design
900 E. Louisiana Ave., Suite 289,
Denver, CO 80210
Telephone: (303) 733-7558
E-mail: Evans@lgdnc.com

Food Facility Design
Jedziewski Designs
1537 East Yale Avenue
Salt Lake City, Utah 84105
Telephone: (801) 582-9747
E-mail: RicJ@jedziewskiDesigns.com

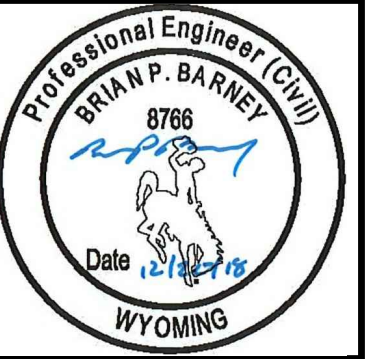
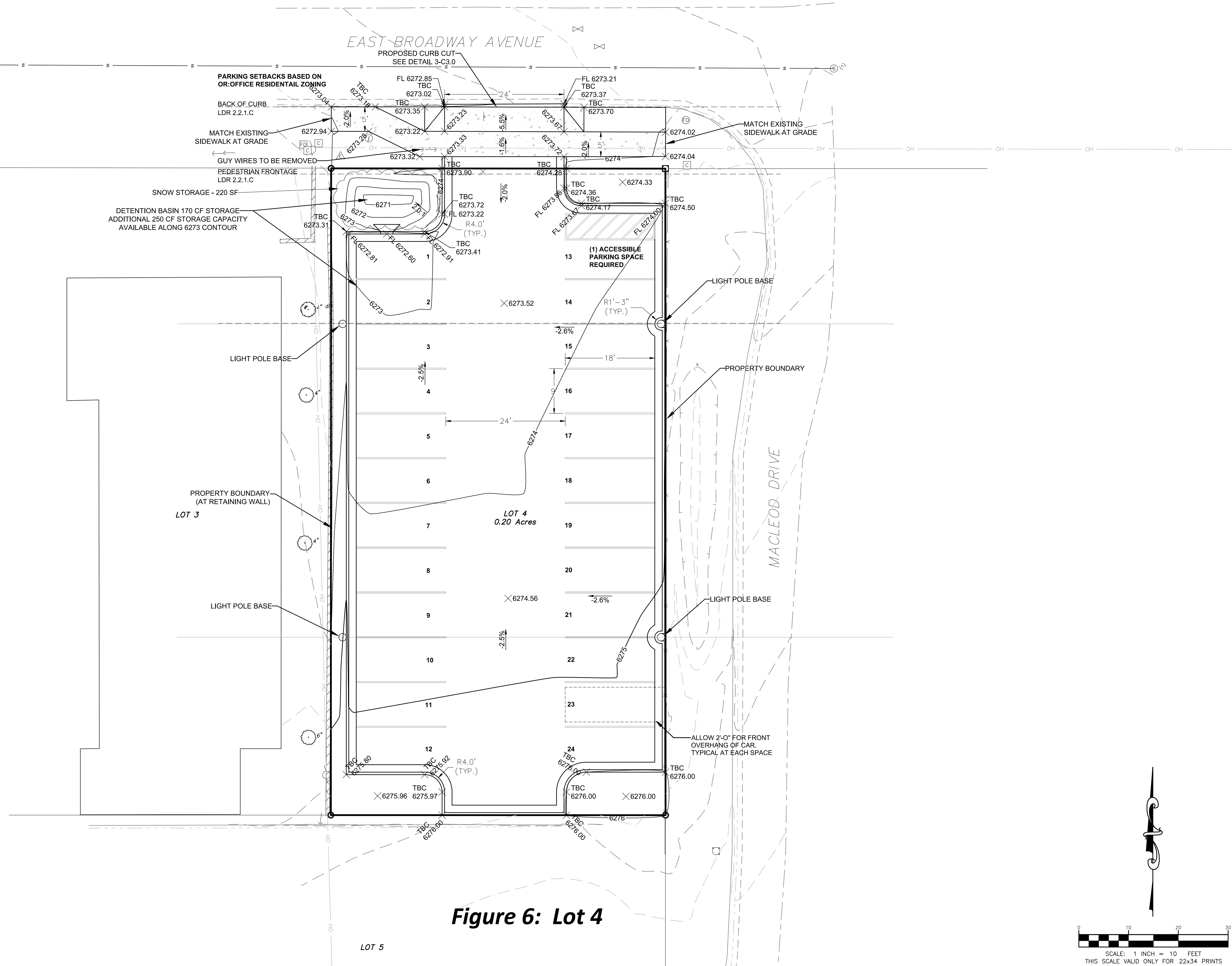
Code Consultant
Advanced Consulting Engineers, Inc.
3900 S. Wadsworth Blvd., Suite 595
Lakewood, CO 80235
Telephone: (720) 981-4150
E-mail: Masoud@accode.com

Issue	Date
50% DD	09 NOV 2018
100% DD	07 DEC 2018

Project Number:	18012
Drawn By:	PY
Reviewed By:	BB
Approved By:	BB

PROPOSED CONDITIONS

C1.3



PROJECT TITLE:
CTA ARCHITECTS
SJMCM PARKING LOT
LOT 4 BLOCK 1 REDMOND ADDITION
TOWN OF JACKSON
TETON COUNTY, WYOMING

SHEET TITLE:
SITE GRADING PLAN

DRAFTED BY:	PY
REVIEWED BY:	BB
PLAN VERSION	DATE
GEC	12/20/2018

PROJECT NUMBER
18056

SHEET

C2.1

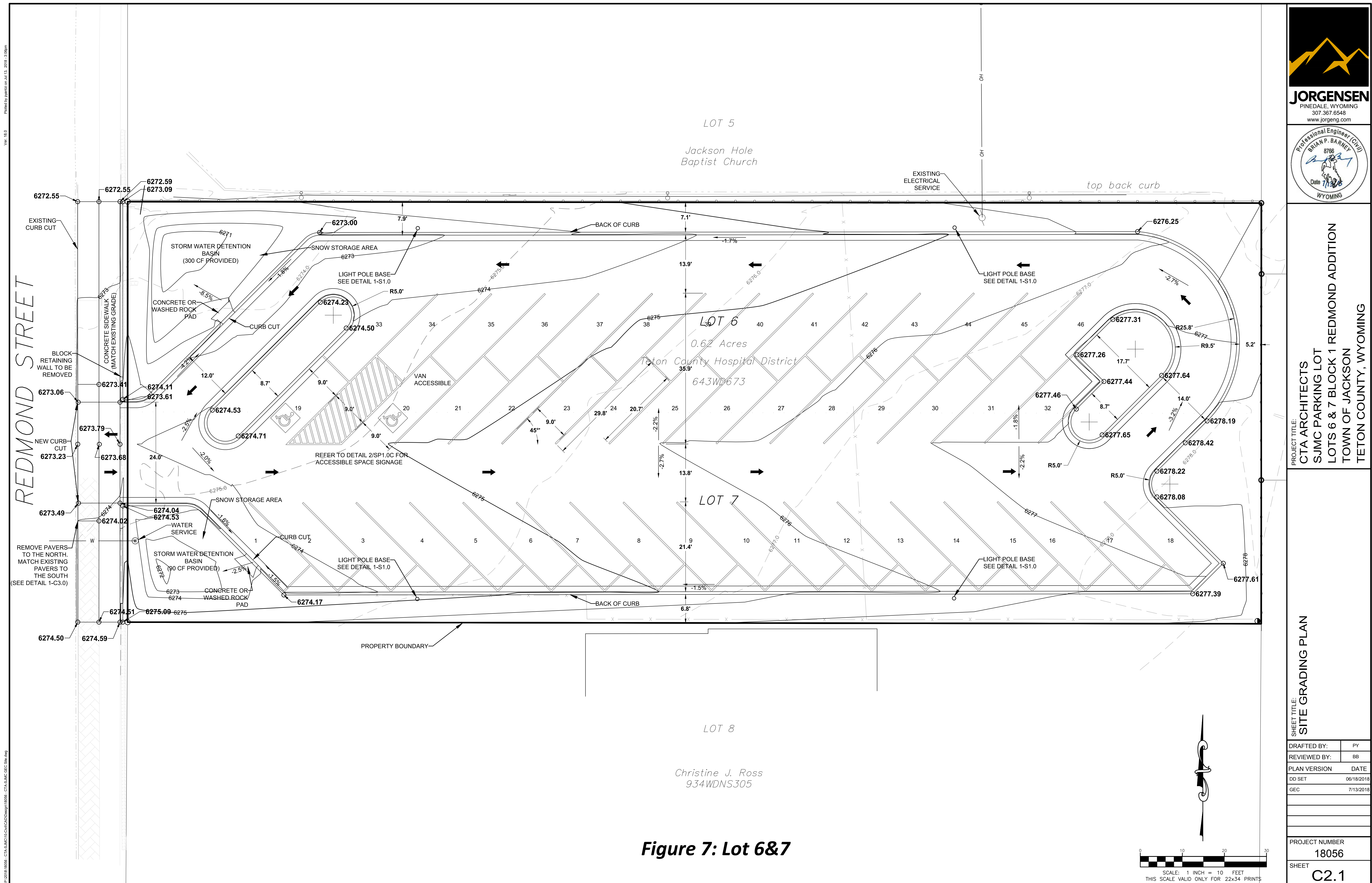
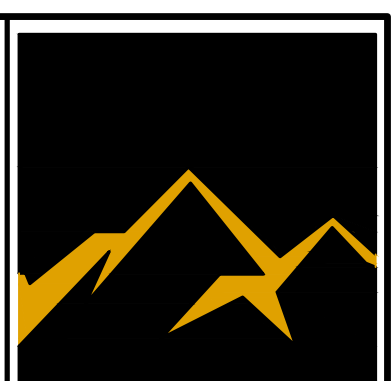
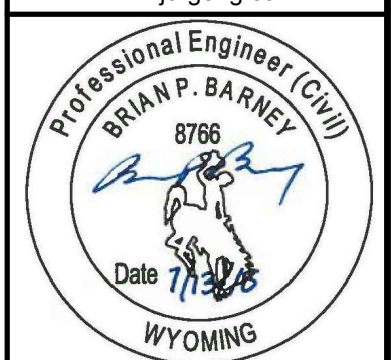


Figure 7: Lot 6&7



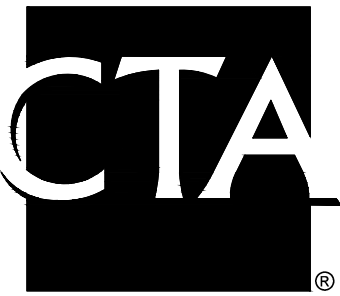
JORGENSEN
PINEDALE, WYOMING
307.367.6548
www.jorgeng.com



Professional Engineer (Civil)
BRIAN P. BARNEY
8766
Date 7/13/18
WYOMING

PROJECT TITLE:
CTA ARCHITECTS
SJMC PARKING LOT
LOTS 6 & 7 BLOCK 1 REDMOND ADDITION
TOWN OF JACKSON
TETON COUNTY, WYOMING

SHEET TITLE: SITE GRADING PLAN	
DRAFTED BY:	PY
REVIEWED BY:	BB
PLAN VERSION	DATE
DD SET	06/18/2018
GEC	7/13/2018
PROJECT NUMBER 18056	
SHEET C2.1	



JACKSON, WY
p 307.733.9955

625 E BROADWAY, JACKSON, WY 83001
SOUTHWEST PARKING STUDY
ST JOHN'S MEDICAL CENTER

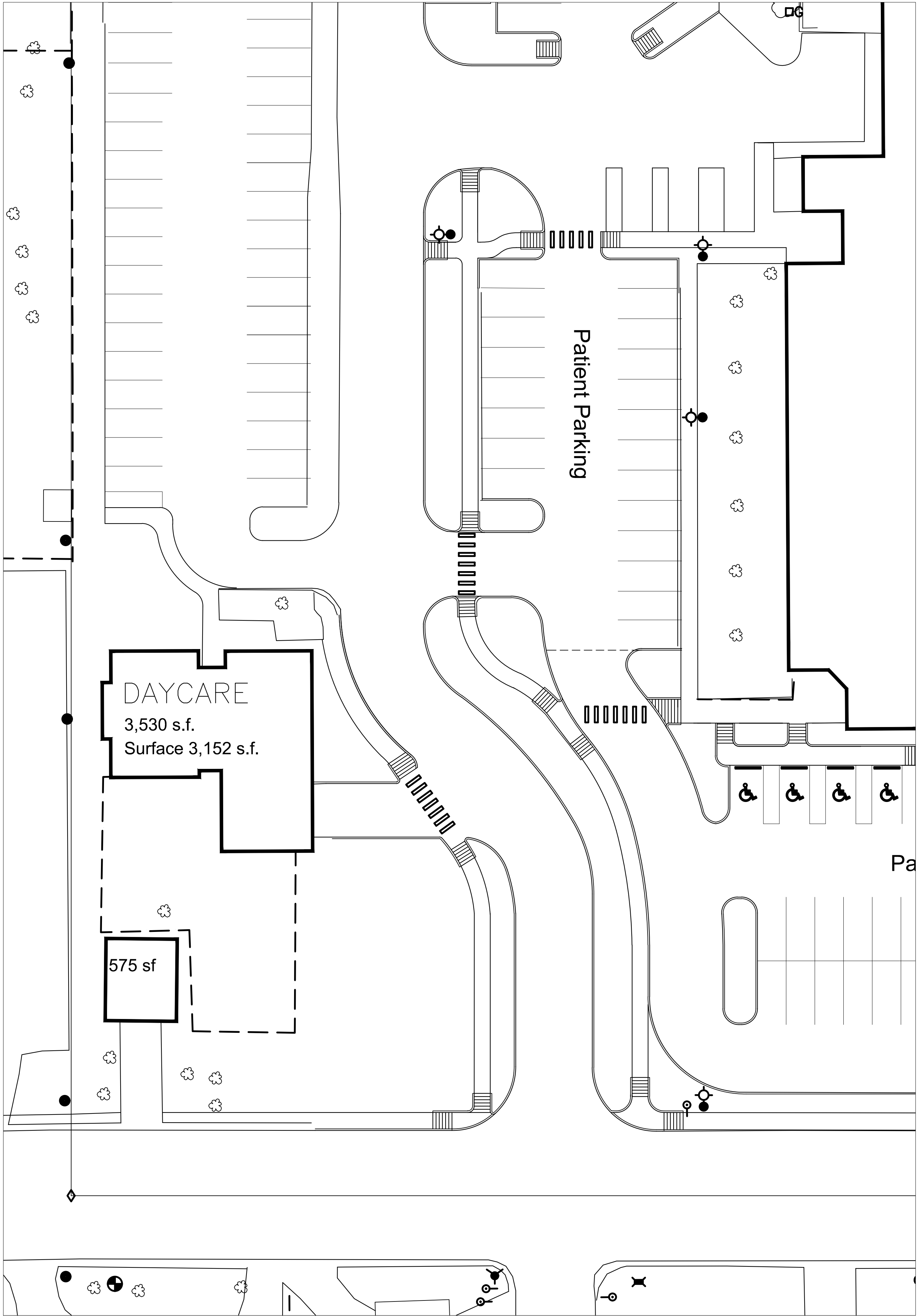
© 2015 | ALL RIGHTS RESERVED

SCHEMATIC
DESIGN

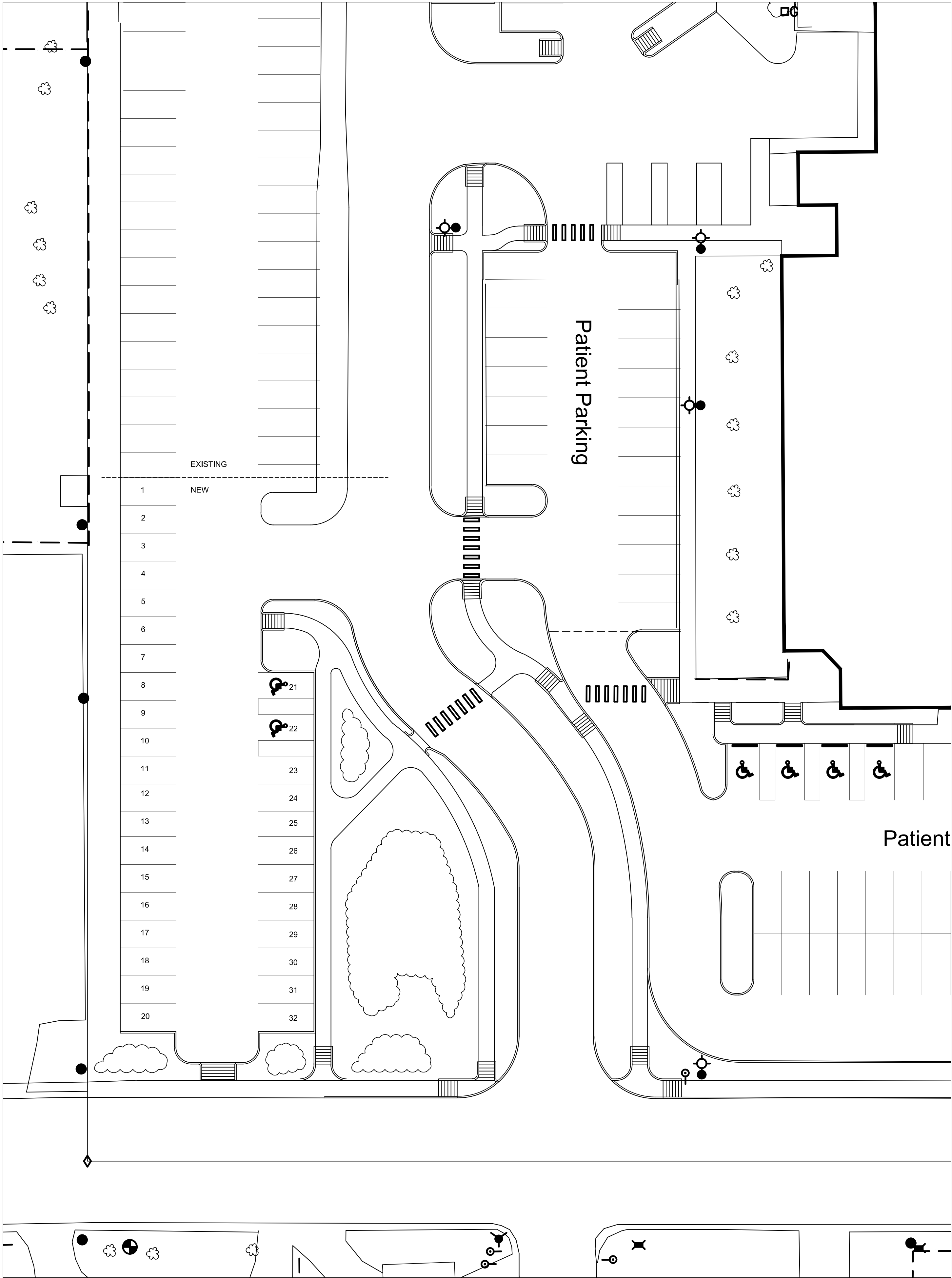
09.19.2018
DRAWN BY | BENNETT
REVISIONS

SOUTHWEST CAMPUS
PARKING STUDY

SP1.0



1
SP1.0
EXISTING SOUTHWEST SITE PLAN
1"=20'



2
SP1.0
PROPOSED SOUTHWEST SITE PLAN
1"=20'

Figure 8- Lot W Expansion



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: JUNE 13, 2019
MEETING DATE: JUNE 17, 2019

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: BRENDAN CONBOY

SUBJECT: **ITEM P19-071 & 072:** REQUEST FOR SUBDIVISION PLAT APPROVAL OF A TOWNHOUSE SUBDIVISION OF LOT 1 AND LOT 2, BLOCK 3 OF ASPEN HILL LOTS, PLAT NO. 124, FOR THE PROPERTY LOCATED AT 310 & 320 ASPEN DRIVE.

APPLICANT: NELSON ENGINEERING / SUE KARICHNER

OWNER: 310 & 320 ASPEN DR. LLC

STATEMENT/PURPOSE

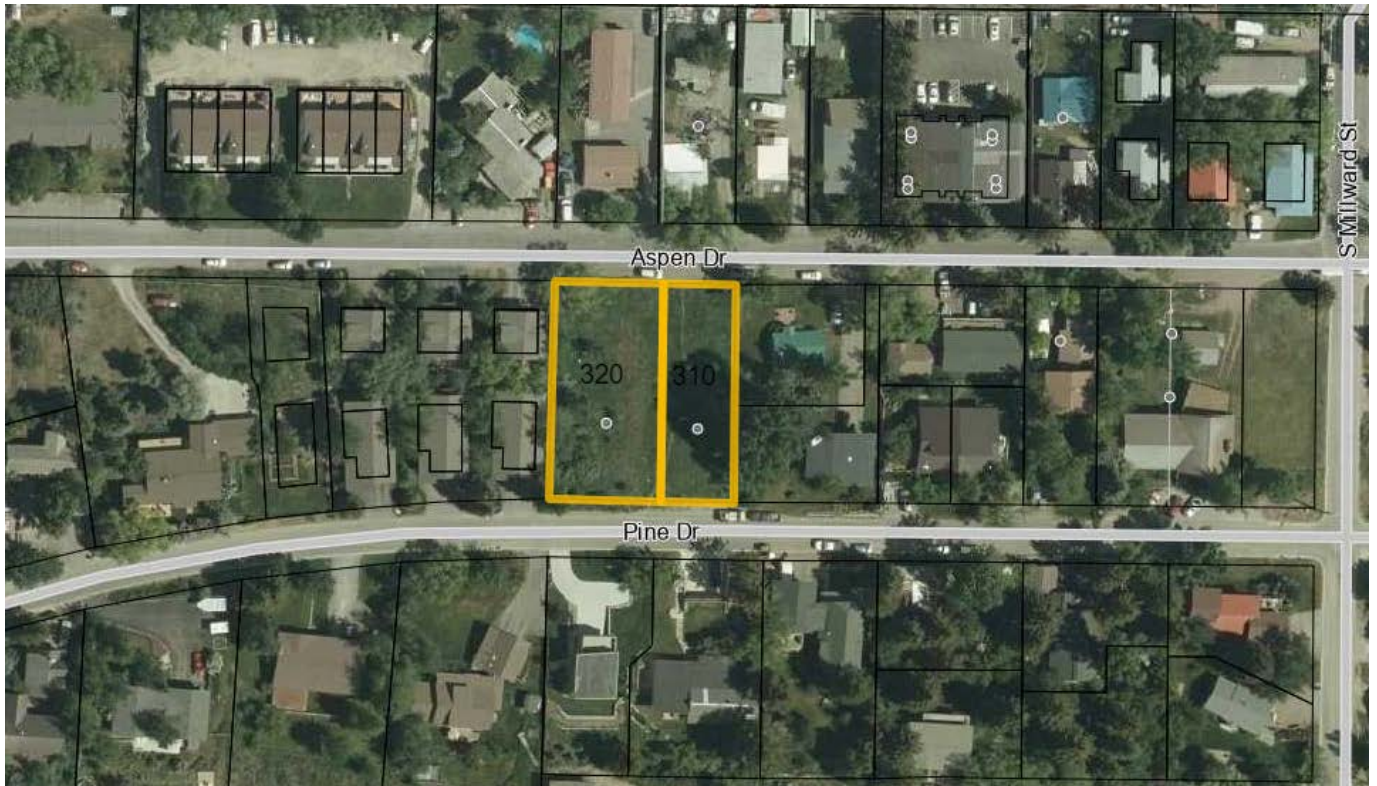
The applicant is requesting Final Plat approval of a 5-lot subdivision (four residential townhouse lots and one common area lot) in the Neighborhood Medium Density – One (NM-1) zone for the property addressed as 310 & 320 Aspen Drive.

APPLICABLE REGULATIONS

Section 7.2.4 Condominium and Townhouse Subdivisions
Section 8.5.3 Subdivision Plat

LOCATION

The property is currently described as LOT 1 and LOT 2, BLOCK 3, ASPEN HILL LOTS and is addressed as 310 & 320 Aspen Drive. An aerial photo and zoning map are shown on the following page:



BACKGROUND

The subject property is zoned Neighborhood Medium Density – 1 (NM-1), and the combined lots are 0.439 acres (19,123 SF) in size. The properties to the north, east, and west are also zoned NM-1, and the properties to the south are zoned Neighborhood Low Density-2 (NL-2).

On June 14, 2018, Town Council approved Item P18-169, Subdivision Plat Amendment - Partial Vacation without Replat of Plat 124 for Lot 1 to remedy a land ownership dispute incorporating a ‘Gore’, a leftover strip of land of approximately 2,000 sf, into the legal description for the property addressed at 320 Aspen Drive.

Building Permits B18-0199, B18-0200, B18-0201, and B18-0202 were issued on July 13, 2018, for physical development on the property under the then Neighborhood Conservation – 2 (NC-2) zoning. The property contains 4 townhome units, each with a basement Accessory Residential Unit (ARU), for a total of 8 units on site:

- Unit A, addressed as 320 Aspen Drive, contains 2,443 SF of habitable floor area on the first and second floor of the townhome unit, and an 800 SF ARU in the basement.
- Unit B, addressed as 295 Pine Drive, contains 2,438 SF of on the first and second floor of the townhome unit, and an 800 SF ARU in the basement.
- Unit C, addressed as 310 Aspen Drive, contains 1,574 SF of habitable floor area on the first and second floor of the townhome unit, and a 572 SF ARU in the basement.
- Unit D, addressed as 285 Pine Drive, contains 1,574 SF of habitable floor area on the first and second floor of the townhome unit, and an 800 SF ARU in the basement.

Final inspections have not been issued yet for the development, however the buildings are nearing completion as of the writing of this report.

PROJECT DESCRIPTION

The proposed application is for Final Plat approval of a Townhouse Plat containing 5 lots (4 residential townhome lots, and 1 common area lot). Lot 1 and Lot 3 take access from Aspen Drive, while Lot 2 and Lot 4 take access from Pine Drive. Lot 1 (northwest corner) is 0.029 acres, Lot 2 (southeast corner) is 0.030 acres, Lot 4 (southwest corner) is 0.044 acres, Lot 3 (northwest) is 0.044 acres, and Lot 5, the common area lot, is 0.292 acres. A copy of the proposed plat is shown on the following page:

STAFF ANALYSIS

Staff finds that the proposed plat is in conformance with all previously approved Building Permits B18-0199, B18-0200, B18-0201, and B18-0202, which serves as the Development Plan for this townhouse plat. Staff finds that on the condition that all requirements in the departmental reviews are met the plat presents no significant issues and has determined that the application meets all of the required findings for approval as detailed in the Staff Findings in this report. In addition, staff notes that at the time of Building Permit approval the NC-2 zone allowed for curb cuts to be 40% of lineal frontage which is why Lot 3 and Lot 4 have 31' wide driveways which would no longer be allowed under the NM-1 zoning, but were conforming to the LDRs when approved.

Park and School Exactions

The subdivision is required to dedicate fees for school and park development pursuant to Div. 7.5 Development Exactions Standards. The Accessory Residential Units are not subject to park and school exaction fees. Prior to recording the subdivision plat the applicant shall pay the \$13,500 for park exactions and \$8,000 for school exactions:

Unit A – 5 Bedrooms

Unit B – 5 Bedrooms

Unit C – 3 Bedrooms

Unit D – 3 Bedrooms

Park Exactions: 15 people x 9 acres/1,000 residents = 0.135 required acres
0.135 acres x \$100,000 value of land = **\$13,500 fee-in-lieu**

School Exactions: 4 units x 0.020 acres per single and two family unit = 0.08 required acres
0.08 acres x \$100,000 value of land = **\$8,000 fee-in-lieu**

FINDINGS

In addition to the findings required by Section 8.5.3.C (Subdivision Plat), Townhouse Subdivision is required to meet the following standards set forth in Sec. 7.2.4.E Townhouse Subdivision:

1. ***Common Element Interest Required.*** A lot of record may be subdivided into lots of less than the minimum lot size for the zone if each resultant lot retains an undivided interest in common elements of the lot of record.

Complies. The plat contains Lot 5, common area.

2. ***Maximum Lot Size.*** A townhouse lot shall not exceed 125% of the area of footprint of the approved unit.

Complies. The proposed lots are all within the 125% footprint limit of each respective unit.

3. ***Building Official Review.*** The building official shall review and approve the proposed location of the townhouse lots.

Complies. The Building Official has reviewed and approved the submitted plans.

Pursuant to Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations, the following findings shall be made for the approval of a Subdivision Plat.

1. **Approved Development Plan.** *The proposed Subdivision Plat shall be in substantial conformance with an approved development plan or development option plan.*

Complies. As conditioned, staff finds the proposed subdivision plat to be in substantial conformance with the previously Building Permits B18-0199, B18-0200, B18-0201, and B18-0202.

2. **Complies with Section 8.5.3.** *The proposed Subdivision Plat shall comply with Section 8.5.3 – Subdivision Plat.*

Complies. Staff finds that the proposed subdivision plat complies with the standards of Section 8.5.3 – Subdivision Plat in regards to the purpose, applicability, required documentation information and review process.

3. **Complies with Division 7.2.** *The proposed Subdivision Plat shall comply with Division 7.2 – Subdivision Standards.*

Complies. As conditioned, the proposed subdivision meets the standards laid out in Division 7.2 pertaining to the provision of such requirements for new roads, water and sewer infrastructure, utilities, parks, and other physical improvements necessary to safely serve newly subdivided property and minimize impacts on existing community services and infrastructure.

4. **Other Relevant Standards/LDRs.** *The subdivision plat shall comply with all other relevant standards of these LDRs and other Town Ordinances.*

Complies. As conditioned, staff finds that the proposed subdivision complies with the provisions of the LDRs and meets the minimum lot size requirement. In addition the subdivision complies with all other Town Ordinances.

ATTACHMENTS

Applicant Submittal
Departmental Reviews
Applicant's Response to Reviews
Revised Plat Documents

FISCAL IMPACT

Park Exaction – \$13,500
School Exaction – \$8,000

STAFF IMPACT

None.

LEGAL REVIEW

Complete.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director recommends **approval** of a Final Plat for a 5-lot Townhouse Plat for the property addressed as 310 & 320 Aspen Drive, subject to the following two conditions:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.
2. Prior to recording the subdivision plat the applicant shall pay \$13,500 for park exactions and \$8,000 for school exactions.

SUGGESTED MOTION

Based upon the findings as presented in the staff report and as made by the applicant for Item P19-071 & 072, I move to make findings 1-4 as set forth in Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations relating to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; 4) Complies with other relevant standards of these LDRs, and to **approve** a Final Plat for a 5-lot townhouse subdivision at the property addressed at 310 & 320 Aspen Drive subject to the departmental reviews attached hereto and the following 2 conditions:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.
2. Prior to recording the subdivision plat the applicant shall pay \$13,500 for park exactions and \$8,000 for school exactions.

SK/17-271-02

April 1, 2019

Town of Jackson
Planning & Building Department
P.O. Box 1687
Jackson, WY 83001

ATTN: Brendan Conboy

RE: The Townhomes at Aspen Hill

Dear Brendan

We are submitting for a townhouse subdivision of Lot 1 and Lot 2, Block 3 of Aspen Hill Lots, Plat no. 124. The name of the subdivision shall be The Townhomes at Aspen Hill Addition to the Town of Jackson.

Findings:

Section 8.5.3.C (1.) – This is a Townhouse Subdivision of an existing physical development.

Section 8.5. (2, 3, and 4) - Per the Grading and Erosion Control Permits and Building Permits the 4 new buildings on the two existing lots comply with the zone NM-1 development standards, and ordinance 1215 which allows for Townhouse development.

Section 7.2.4.E – (1) All lots retain an undivided interest in the Common Area Lot

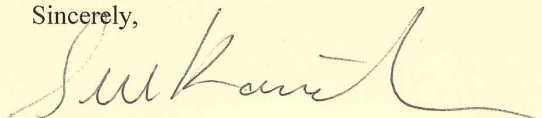
(2) The Townhouse Lots do not exceed 125% of the area of the area of footprint of the approved unit.

(3) The buildings have approved building permits.

Included in this submittal:

- Planning Permit Application
- Application Fee
- Signed Letter of Authorization by the Owner
- Plat Map
- Notice of Intent to subdivide published 3/06/19 and to be published 3/13/19
- Covenants

Sincerely,



Sue Karichner
Encl.



PLANNING PERMIT APPLICATION
Planning & Building Department
Planning Division

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | fax: (307) 734-3563
Jackson, WY 83001 | www.townofjackson.com

For Office Use Only

Fees Paid _____
Check # _____ Credit Card _____ Cash _____
Application #s _____

PROJECT.

Name/Description: The Townhomes at Aspen Hill
Physical Address: 310 & 320 Aspen Drive
Lot, Subdivision: Lot 1 & 2, Block 3, Aspen Hill Lots PIDN: 22-41-16-33-4-06-006 &007

OWNER.

Name: 310 320 Aspen Dr. LLC Phone: 307-690-4945
Mailing Address: Box 7944, Jackson, WY ZIP: 83002-7944
E-mail: workmandouglas@gmail.com

APPLICANT/AGENT.

Name: Nelson Engineering Phone: 307-733-2087
Mailing Address: Box 1599, Jackson, WY ZIP: 83001
E-mail: skarichner@nelsonengineering.net

DESIGNATED PRIMARY CONTACT.

____ Owner ☒ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; see Fee Schedule for applicable fees.

Use Permit

____ Basic Use
____ Conditional Use
____ Special Use

Physical Development

____ Sketch Plan
____ Development Plan

Interpretations

____ Formal Interpretation
____ Zoning Compliance Verification

Relief from the LDRs

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

Development Option/Subdivision

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

Amendments to the LDRs

____ LDR Text Amendment
____ Zoning Map Amendment
____ Planned Unit Development
____ Other: _____

PRE-SUBMITTAL STEPS. *Pre-submittal steps, such as a pre-application conference, environmental analysis, or neighborhood meeting, are required before application submittal for some application types. See Section 8.1.5, Summary of Procedures, for requirements applicable to your application package. If a pre-submittal step is required, please provide the information below. If you need assistance locating the project number or other information related to a pre-submittal step, contact the Planning Department. **If this application is amending a previous approval, indicate the original permit number.***

Pre-application Conference #: P18-289 & 290 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. Provide **one electronic copy** (via email or thumb drive), and **two hard copies** of the submittal packet.*

Have you attached the following?

- ☒ **Application Fee.** 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.
- ☒ **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. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.
- ☒ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is held, the submittal requirements will be reviewed at the conference followed by a written summary. The submittal requirements on the TOJ website are intended as a reference to assist you in submitting a sufficient application.

FORMAT.

The main component of any application is demonstration of compliance with all applicable Land Development Regulations (LDRs) and Resolutions. The submittal checklists are intended to identify applicable LDR standards and to outline the information that must be submitted to sufficiently address compliance with those standards.

For some submittal components, minimum standards and formatting requirements have been established. Those are referenced on the checklists where applicable. For all other submittal components, the applicant may choose to make use of narrative statements, maps, drawings, plans and specifications, tables and/or calculations to best demonstrate compliance with a particular standard.

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 Owner or Authorized Applicant/Agent
Sue Karichner

Name Printed

Date
Engineer Technician

Title

LETTER OF AUTHORIZATION

Zach Stern, "Owner" whose address is: _____

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

310 & 320 Aspen Dr. LLC, as the owner of property
more specifically legally described as: Lot 1 and Lot 2, Block 3, of Aspen Hill Lots,
Plat No. 124

(If too lengthy, attach description)

HEREBY AUTHORIZES Nelson Engineering as
agent to represent and act for Owner in making application for and receiving and accepting
on Owners behalf, any permits or other action by the Town of Jackson, or the Town of
Jackson Planning, Building, Engineering and/or Environmental Health Departments
relating to the modification, development, planning or replatting, improvement, use or
occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed
conclusively to be fully aware of and to have authorized and/or made any and all
representations or promises contained in said application or any Owner information in
support thereof, and shall be deemed to be aware of and to have authorized any subsequent
revisions, corrections or modifications to such materials. Owner acknowledges and agrees
that Owner shall be bound and shall abide by the written terms or conditions of issuance of
any such named representative, whether actually delivered to Owner or not. Owner agrees
that no modification, development, platting or replatting, improvement, occupancy or use of
any structure or land involved in the application shall take place until approved by the
appropriate official of the Town of Jackson, in accordance with applicable codes and
regulations. Owner agrees to pay any fines and 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 or regulations applicable to the action sought to be permitted by the
application authorized herein.

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.

OWNER:

[Signature]
(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title:

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

STATE OF Wyoming)

COUNTY OF Teton)

)SS.

The foregoing instrument was acknowledged before me by Zach Stern this 1 day of
April, 2009

WITNESS my hand and official seal.

[Signature]
(Notary Public)

My commission expires:

(Seal)



WARRANTY DEED

PANGA, LLC, a Wyoming limited liability company, GRANTOR(S), of PO Box 991, Jackson, WY 83001, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY(S) AND WARRANT(S) TO 310 320 Aspen Dr, LLC, a Delaware limited liability company, GRANTEE(S), whose address is PO Box 7944, Jackson, WY 83002, the following described real estate, 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 of Wyoming, to-wit:

AS DESCRIBED ON EXHIBIT A, ATTACHED HERETO

Together and including all improvements thereon, and all appurtenances and hereditaments thereunto belonging. Subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

GRANTOR: PANGA LLC
GRANTEE: 310 320 ASPEN DR LLC
Doc 0953206 Filed At 14:35 ON 07/20/18
Sherry L. Daigle Teton County Clerk fees: 18.00
By Mary Antrobus Deputy Clerk

WITNESS the due execution and delivery of this Warranty Deed this 20 day of July, 2018.

PANGA, LLC, a Wyoming limited liability company

Noa Saryk by Patricia Overdyke, Attorney in fact

Noa Saryk, President/Manager by Patricia Overdyke, as her attorney in fact

Peta Louise Roubin

Peta Louise Roubin, Manager

STATE OF WY)
COUNTY OF Teton) ss.

W.M.
on July 20, 2018

The foregoing instrument was acknowledged before me, by Noa Saryk, President/Manager by Patricia Overdyke, as her attorney in fact and Peta Louise Roubin, Manager of PANGA, LLC, a Wyoming limited liability company.

WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: 9-20-18

[SEAL]

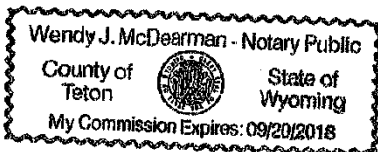


EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

Lot 1 of Block 3 of the Aspen Hill Lots, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on May 13, 1938 as Plat No. 124.

AND

That part of the W1/2 NE1/4 SE1/4, Section 33, T41N, R116W, 6th P.M., Teton County, Wyoming being more particularly described as follows:

COMMENCING at the SE1/16 Corner Section 33, monumented with an iron pipe with an iron cap inscribed "Phillip G Morton Jackson Wyoming T41N R116W S33 SE 1/16 SS 1961";
THENCE N 01°27'10" E, 905.37 feet along a Sixteenth line of said Section 33 to the SE corner of the Green Mountain Addition Plat No. 1069 recorded in the Office of the Clerk of Teton County, Wyoming, AND the true POINT OF BEGINNING;
THENCE continuing along the Sixteenth line and the easterly boundary of the Green Mountain Addition Plat No. 1069, N 01°27'10" E, 149.84 feet to the NE corner of the Green Mountain Addition Plat No. 1069;
THENCE departing said Sixteenth line and the easterly boundary of the Green Mountain Addition Plat No. 1069, S 89°05'38" E, 13.21 feet to the NW corner of Lot 1, Block 3, Aspen Hill Lots Plat No. 124 recorded in said Office;
THENCE along the westerly line of Lot 1, Block 3, Aspen Hill Lots Plat No. 124, S 00°18'02" W, 149.85 feet to the SW corner of Lot 1, Block 3, Aspen Hill Lots Plat No. 124;
THENCE departing said westerly line of Lot 1, Block 3, Aspen Hill Lots Plat No. 124, N 89°03'29" W, 16.22 feet to the SE corner of the Green Mountain Addition Plat No. 1069 and the POINT OF BEGINNING.

Basis of Bearing = N 01°27'10" E along the Sixteenth line between the SE 1/16 Corner Section 33, monumented with an iron pipe with an iron cap inscribed "Phillip G Morton Jackson Wyoming T41N R116W S33 SE 1/16 SS 1961" and the NE corner of the Green Mountain Addition Plat No. 1069 recorded in said Office.

PARCEL 2:

Lot 2 of Block 3 of the Aspen Hill Lots, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on May 13, 1938 as Plat No. 124.

PIDN: 22-41-16-33-4-06-006, 22-41-16-33-4-06-007

OWNERSHIP AND ENCUMBRANCE REPORT

Issued To:

Holland & Hart, LLP
25 South Willow Street, Suite 200
Jackson, WY 83001
(307)734-4504

Report No.: W-19724
Effective Date: February 1, 2019
Current Date: February 27, 2019
Cost: \$\$250.00

Property Address: 310 Aspen Drive, Jackson, WY 83001
320 Aspen Drive, Jackson, WY 83001

County: Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

310 320 Aspen Dr, LLC, a Delaware limited liability company

2. The land referred to in this Report is described as follows:

See Exhibit "A" Attached Hereto and Made a Part Hereof

Issued By:

WYOMING TITLE & ESCROW, INC.
Liz Jorgenson/Christina Feuz, Co-Managers
Phone: 307.732.2983

This Ownership and Encumbrance Report is not a Commitment for Title Insurance nor is it an Abstract of Title. This Ownership and Encumbrance Report is for informational purposes only, does not necessarily contain all defects, liens or encumbrances of record, and may not be relied upon as a representation of the record regarding the subject property, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

Lot 1 of Block 3 of the Aspen Hill Lots, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on May 13, 1938 as Plat No. 124.

AND

That part of the W1/2 NE1/4 SE1/4, Section 33, T41N, R116W, 6th P.M., Teton County, Wyoming being more particularly described as follows:

COMMENCING at the SE1/16 Corner Section 33, monumented with an iron pipe with an iron cap inscribed "Phillip G Morton Jackson Wyoming T41N R116W S33 SE 1/16 SS 1961";
THENCE N 01°27'10" E, 905.37 feet along a Sixteenth line of said Section 33 to the SE corner of the Green Mountain Addition Plat No. 1069 recorded in the Office of the Clerk of
Teton County, Wyoming, AND the true POINT OF BEGINNING;
THENCE continuing along the Sixteenth line and the easterly boundary of the Green Mountain Addition Plat No. 1069, N 01°27'10" E, 149.84 feet to the NE corner of the Green Mountain Addition Plat No. 1069;
THENCE departing said Sixteenth line and the easterly boundary of the Green Mountain Addition Plat No. 1069, S 89°05'38" E, 13.21 feet to the NW corner of Lot 1, Block 3, Aspen Hill Lots Plat No. 124 recorded in said Office;
THENCE along the westerly line of Lot 1, Block 3, Aspen Hill Lots Plat No. 124, S 00°18'02" W, 149.85 feet to the SW corner of Lot 1, Block 3, Aspen Hill Lots Plat No. 124;
THENCE departing said westerly line of Lot 1, Block 3, Aspen Hill Lots Plat No. 124, N 89°03'29" W, 16.22 feet to the SE corner of the Green Mountain Addition Plat No. 1069 and the POINT OF BEGINNING.

Basis of Bearing = N 01°27'10" E along the Sixteenth line between the SE 1/16 Corner Section 33, monumented with an iron pipe with an iron cap inscribed "Phillip G Morton Jackson Wyoming T41N R116W S33 SE 1/16 SS 1961" and the NE corner of the Green Mountain Addition Plat No. 1069 recorded in said Office.

PARCEL 2:

Lot 2 of Block 3 of the Aspen Hill Lots, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on May 13, 1938 as Plat No. 124.

PIDN: 22-41-16-33-4-06-006, 22-41-16-33-4-06-007

ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO) THE FOLLOWING:

1. General taxes for the year 2019, a lien in the process of assessment, not yet due or payable.
2. Taxes, special and general, assessment districts and service areas for the year 2018.
Tax ID No.: OJ-000400
1st Installment: \$1,688.94 DELINQUENT
2nd Installment: \$1,688.94 OPEN

Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.
AFFECTS LOT 1, BLOCK 3, ASPEN HILL LOTS
3. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights claims or title to water, (d) any right title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
4. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
5. All matters as delineated on the Official Plat of the Aspen Hill Lots, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 124.
[Plat No. 124](#)
6. All matters as delineated on the Map of Survey prepared for Lots 1 & 2 - Block 3 of the Aspen Hill Lots, Plat 124, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-54A.
[T-54A](#)
7. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded November 8, 2018, as (instrument) 0959890, Official Records.
[Document 0959890](#)

***** End of Encumbrances *****

TAX NOTE:

Taxes, special and general, assessment districts and service areas, for the year 2018. Parcel No. OJ-000402.
1st Installment: \$1,688.94 PAID
2nd Installment: \$1,688.94 PAID
AFFECTS LOT 2, BLOCK 3, ASPEN HILL LOTS

• Public Notices •

tion, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance. SECTION IV. This Ordinance shall become effective after its passage, approval and publication. PASSED 1ST READING THE 4TH DAY OF FEBRUARY, 2019. PASSED 2ND READING THE 19TH DAY OF FEBRUARY, 2019. PASSED AND APPROVED THE 4TH DAY OF MARCH, 2019. Dated this February 27, 2019S. Birdyshaw, Town Clerk
Publish: 03/06/19

GENERAL PUBLIC NOTICES

• FORECLOSURES •

IN THE DISTRICT COURT OF TETON COUNTY,
WYOMING
NINTH JUDICIAL DISTRICT

CREEKSIDE VILLAGE HOMEOWNER'S
ASSOCIATION, INC., a Wyoming
nonprofit corporation,
Plaintiff
vs. Civil Action No. 17932

PAUL OLSON,

Defendant.

NOTICE OF COMPLAINT TO FORECLOSE
HOMEOWNER ASSOCIATION LIEN

To: Paul Olson
P.O. Box 5924
Incline Village, NV 89450

Please take notice that a Complaint To Foreclose Homeowner Association Lien has been filed against you in the above-entitled Court seeking judgment against you for all amounts due and owing for homeowner assessments relating to the real property described below, including interest thereon and late fees; for all costs and expenses, including reasonable attorneys' fees, for the filing of a notice of lien against the real property described below, and seeking a judgment to foreclose its lien against the real property described below for the full amounts owed for the continuing homeowner assessments, interest, fees, and costs. The real property that is subject to this legal action for judicial foreclosure is described as Lot 6-3 of Creekside Village, Third Addition to the Town of Jackson, Teton County, Wyoming, according to that plat

recorded in the Office of the Teton County Clerk on November 17, 1992 as Plat No. 760. You are required to file an Answer or other response to the Complaint To Foreclose Homeowner Association Lien on or before April 26, 2019, and serve a copy of the answer or other response upon the following attorney for Plaintiff. Failure to timely file an answer or otherwise response will result in default being taken against you.

Frank Hess
Hess D'Amours & Krieger, LLC
Attorneys for Plaintiff
PO Box 449
Jackson, WY 83001
307-733-7881

Publish: 03/06, 03/13, 03/20, 03/27/19

• INTENT TO SUBDIVIDE •

LEGAL NOTICE
NOTICE OF INTENT TO SUBDIVIDE
Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that 310 320 Aspen Dr, LLC, a Delaware limited liability company intends to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town of Jackson Council at the Administration Building. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed subdivision contains 4 Townhouse lots and 1 common area lot. The project is located on 0.44 acres, generally described as Lot 1 and Lot 2, Block 3, Plat of Aspen Hill Lots, Plat No. 124, records of the Clerk of Teton County, and being located within Section 33, Township 41 North, Range 116 West, street address 310 and 320 Aspen Drive. The site is accessed from Aspen Drive and Pine Drive and will be named The Townhomes at Aspen Hill Addition to the Town of Jackson.
Publish: 03/06, 03/13/19

• CONTINUED PUBLICATIONS •

WYOMING DEPARTMENT OF TRANSPORTATION
CHEYENNE, WYOMING
NOTICE OF ACCEPTANCE OF
AND
FINAL SETTLEMENT FOR HIGHWAY WORK

Notice is hereby given that the State Transportation Commission of Wyoming has accepted as completed according to plans, specifications and rules governing the same work performed under that certain contract between the State of Wyoming, acting through said Commission, and Kilgore Companies dba Lewis & Lewis, Inc. The Contractor, on Highway Project Number B183014 in Lincoln, Sweetwater, Teton and Uinta Counties, consisting of milling plant mix,

bituminous pavement surfacing and miscellaneous work, and the Contractor is entitled to final settlement therefore; that the Director of the Department of Transportation will cause said Contractor to be paid the full amount due him under said contract on April 10, 2019.

The date of the first publication of this Notice is February 26, 2019.

STATE TRANSPORTATION COMMISSION OF WYOMING

By: _____
Caryn Erickson
Senior Budget Analyst
Budget Program
Publish: 02/27, 03/06, 03/13/19

STATE OF WYOMING) IN THE DISTRICT COURT
COUNTY OF Teton) ss. Ninth JUDICIAL DISTRICT
IN THE MATTER OF THE) Civil Action Case No. 17912
CHANGE OF NAME OF)
Sharel Louise Lund Love)
Petitioner)

NOTICE OF PUBLICATION

You are hereby notified that a *Petition For Change of Name*, Civil Action No. 17912, has been filed on behalf of (current full name) Sharel Louise Lund Love in the Wyoming District Court for the 9th Judicial District, whose address is (address of District Court) _____, the object and prayer of which is to change the name of the above-named person from Sharel Louise Lund Love to Sharel Louise Lund.
(current full name) (desired full name)

Any objection must be filed with the District Court within 30 days following the last date of publication of this notice, or an *Order Granting Name Change* may be granted without further notice.

DATED this 7 day of February, 2019.



BY CLERK OF COURT:
[Signature]
Clerk of District Court / Deputy

Publish: 02/20, 02/27, 03/06, 03/13/19

Daily headlines
delivered
to your inbox.

KEEP UP WITH
LOCAL, STATE AND
REGIONAL NEWS.

Sign up for our 'Wyoming and the West' email alert at
jhnewsandguide.com

Jackson Hole Daily

• Public Notices •

On February 22, 2019, an application was filed by RP Broadcasting Idaho LS, LLC for the Commission's consent to the assignment of license of FM Translator Stations K242BU, Jackson, Wyoming operating on 96.3 MHz. K242BU rebroadcasts the signal of KZJH(FM), 95.3 MHz, licensed to Jackson, Wyoming. The application proposes the assignment of license of K242BU from RP Broadcasting Idaho LS, LLC to RP Broadcasting Idaho, LLC. Individuals who wish to advise the FCC of facts relating to our application and to whether this station has operated in the public interest should file comments and petitions with the Commission.
Publish: 03/13/19

NOTICE OF FILING
K265DA

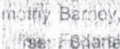
On February 22, 2019, an application was filed by RP Broadcasting Idaho LS, LLC for the Commission's consent to the assignment of licenses of FM Translator Stations K265DA, Teton Village, Wyoming operating on 100.9 MHz. K265DA rebroadcasts the signal of KZJH(FM), 95.3 MHz, licensed to Jackson, Wyoming. The application proposes the assignment of license of K265DA from RP Broadcasting Idaho LS, LLC to RP Broadcasting Idaho, LLC. Individuals who wish to advise the FCC of facts relating to our application and to whether this station has operated in the public interest should file comments and petitions with the Commission.
Publish: 03/13/19

NOTICE OF FILING
K239AU AND K281BH

On February 22, 2019, an application was filed by RP Broadcasting Idaho LS, LLC for the Commission's consent to the assignment of licenses of FM Translator Stations K239AU, Driggs, Idaho operating on 95.7 MHz and K281BH, Driggs, Idaho operating on 104.1 MHz. K239AU rebroadcasts the signal of KZJH(FM), 95.3 MHz, licensed to Jackson, Wyoming. K281BH rebroadcast the signal of KJAX(FM), 93.5 MHz, licensed to Jackson, Wyoming. The application proposes the assignment of licenses of K239AU and K281BH from RP Broadcasting Idaho LS, LLC to RP Broadcasting Idaho, LLC. Individuals who wish to advise the FCC of facts relating to our application and to whether this station has operated in the public interest should file comments and petitions with the Commission.
Publish: 03/13/19

NOTICE OF FILING
JACKSON WYOMING

On February 22, 2019, an application was filed by with the Federal Communications Commission in Washington, D.C. for the Commission's consent to assign the licenses of KJAX(FM), KMTN(FM), KZJH(FM) and KSGT(AM). KJAX, KMTN, KZJH and KSGT are licensed to Jackson, Wyoming and broadcast on 93.5 MHz, 96.9 MHz, 95.3 MHz and 1340 kHz, respectively. The application proposes the assignment of license of these stations from RP Broadcasting Idaho LS, LLC to RP Broadcasting Idaho, LLC. Rich Broadcasting, LLC is the sole member of RP Broadcasting Idaho LS, LLC. Richard O. Mecham, David E. Simmons, Stephen E. Mecham, Randall Rigby, Paul Harvey, David Colton, Amy Williams, Timothy Barney, Graden Jackson, Matthey Harpring, Randy Larsen, Dell Brown, Trevor Larsem Shane Harris, Aaron D. Watson, Conrad & Bischoff, Inc., Eagle Rock Hospitality, LLC, deffréy C. Walbom, John Walker, Don Brown, Nathan Rigby, Glen David Mella, Mica Moseley, Ted Hendricks, Blair Rigby, Hawes Media, Richard Hanks, Curtis Trader, Tim Farnes, Tyler Farnes, Tom Tingey, Alan Tingey, Brett Karras, Ronald Jibson and Craig Bolerjack are the members of Rich Broadcasting, LLC. Mark D. Hashimoto will be the sole member Of RP Broadcasting Idaho, LLC. Copies of the application, amendments and related materials are available for public inspection online at the FCC' website for each station at

www.fcc.gov. 

Publish: 03/13, 03/20/19

The Jackson Hole Airport Board will meet on Monday, March 18, 2018 at 9:00 am in the Jackson Hole Airport Board Room.
Publish: 03/13/19

• CONTINUED PUBLICATIONS •

WYOMING DEPARTMENT OF TRANSPORTATION
CHEYENNE, WYOMING
NOTICE OF ACCEPTANCE OF
AND
FINAL SETTLEMENT FOR HIGHWAY WORK

Notice is hereby given that the State Transportation Commission of Wyoming has accepted as completed according to plans, specifications and rules governing the same work performed under that certain contract between the State of Wyoming, acting through said Commission, and Kilgore Companies dba Lewis & Lewis, Inc. The Contractor, on Highway Project Number B183014 in Lincoln, Sweetwater, Teton and Uinta Counties, consisting of milling plant mix, bituminous pavement surfacing and miscellaneous work, and the Contractor is entitled to final settlement therefore; that the Director of the Department of Transportation will cause said Contractor to be paid the full amount due him under said contract on April 10, 2019.

The date of the first publication of this Notice is February 26, 2019.

STATE TRANSPORTATION COMMISSION OF WYOMING

By: _____
Caryn Erickson
Senior Budget Analyst
Budget Program
Publish: 02/27, 03/06, 03/13/19

LEGAL NOTICE
NOTICE OF INTENT TO SUBDIVIDE
Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that 310 320 Aspen Dr, LLC, a Delaware limited liability company intends to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town of Jackson Council at the Administration Building. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed subdivision contains 4 Townhouse lots and 1 common area lot. The project is located on 0.44 acres, generally described as Lot 1 and Lot 2, Block 3, Plat of Aspen Hill Lots, Plat No. 124, records of the Clerk of Teton County, and being located within Section 33, Township 41 North, Range 116 West, street address 310 and 320 Aspen Drive. The site is accessed from Aspen Drive and Pine Drive and will be named The Townhomes at Aspen Hill Addition to the Town of Jackson.
Publish: 03/06, 03/13/19

IN THE DISTRICT COURT OF TETON COUNTY,
WYOMING
NINTH JUDICIAL DISTRICT

CREEKSIDE VILLAGE HOMEOWNER'S
ASSOCIATION, INC., a Wyoming
nonprofit corporation,
Plaintiff
vs. Civil Action No. 17932

PAUL OLSON,
Defendant.

NOTICE OF COMPLAINT TO FORECLOSE
HOMEOWNER ASSOCIATION LIEN

To: Paul Olson
P.O. Box 5924
Incline Village, NV 89450

Please take notice that a Complaint To Foreclose Homeowner Association Lien has been filed against you in the above-entitled Court seeking judgment against you for all amounts due and owing for homeowner assessments relating to the real property described below, including interest thereon and late fees; for all costs and expenses, including reasonable attorneys' fees, for the filing of a notice of lien against the real property described below, and seeking a judgment to foreclose its lien against the real property described below for the full amounts owed for the continuing homeowner assessments, interest, fees, and costs. The real property that is subject to this legal action for judicial foreclosure is described as Lot 6-3 of Creekside Village, Third Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on November 17, 1992 as Plat No. 760. You are required to file an Answer or other response to the Complaint To Foreclose Homeowner Association Lien on or before April 26, 2019, and serve a copy of the answer or other response upon the following attorney for Plaintiff. Failure to timely file an answer or otherwise response will result in default being taken against you.

Frank Hess
Hess D'Amours & Krieger, LLC
Attorneys for Plaintiff
PO Box 449
Jackson, WY 83001
307-733-7881

Publish: 03/06, 03/13, 03/20, 03/27/19

STATE OF WYOMING)
COUNTY OF Teton) ss. Ninth JUDICIAL DISTRICT
IN THE MATTER OF THE) Civil Action Case No. 17912
CHANGE OF NAME OF)
Sharel Louise Lund Love)
Petitioner)

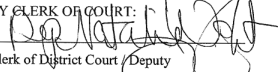
NOTICE OF PUBLICATION

You are hereby notified that a *Petition For Change of Name*, Civil Action No. 17912, has been filed on behalf of (current full name) Sharel Louise Lund Love in the Wyoming District Court for the 9th Judicial District, whose address is (address of District Court) _____, the object and prayer of which is to change the name of the above-named person from Sharel Louise Lund Love to Sharel Louise Lund.
(current full name) (desired full name)

Any objection must be filed with the District Court within 30 days following the last date of publication of this notice, or an *Order Granting Name Change* may be granted without further notice.

DATED this 7 day of February, 2019.



BY CLERK OF COURT: 
Clerk of District Court /Deputy

Publish: 02/20, 02/27, 03/06, 03/13/19

Same newspaper. Instant delivery.

The *Jackson Hole News&Guide* E-Edition
available on tablets, smartphones and home computers.

Subscribe today and enjoy all the news, anywhere you want it.

Jackson Hole News&Guide

Email subscriptions@jhnewsandguide.com or call 307.733.2047 with any questions.

Go to
jhnewsandguide.com
/subscribe
to create your account
and start reading!



**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
THE TOWNHOMES AT ASPEN HILL ADDITION TO THE TOWN OF JACKSON**

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the “Declaration”) is made this ____ day of _____, 2019, by 310 320 Aspen Dr, LLC, a Delaware limited liability company (hereinafter referred to as the “Declarant”).

**ARTICLE I
CREATION OF THE TOWNHOMES ADDITION**

I.1 Purpose and Intent. The Declarant, as the owner of the real property described on Exhibit A, intends by the recording of this Declaration to create a general plan of development, ownership, use and maintenance of The Townhomes at Aspen Hill Addition to the Town of Jackson, Wyoming.

I.2 Binding Effect. All property described on Exhibit A (being the “Property,” as defined below) shall be owned, conveyed and used subject to all of the provisions of this Declaration and any restatements, amendments or supplements thereto, which shall run with the title to such Property. This Declaration shall be binding upon all persons having any right, title, or interest in any portion of the Property, their tenants, guests, invitees, heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each Owner, tenant, Mortgagee, or occupant thereof. Any violation of this Declaration by a tenant, occupant, guest or invitee of an Owner shall be deemed a violation by the relevant Owner. This Declaration shall be enforceable in perpetuity by The Townhomes at Aspen Hill Property Owners Association, any Owner, and, during any period in which the Declarant owns any portion of the Property and for a period of five years thereafter, the Declarant and its legal representatives, successors, and assigns.

**ARTICLE II
DEFINITIONS**

The terms used in the Declaration shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below.

II.1 The Townhomes at Aspen Hill Property Owners Association or Property Owners Association or Association. The Townhomes at Aspen Hill Property Owners Association, a Wyoming non-profit corporation, its successors or assigns.

II.2 Board of Directors or Board. The Board of Directors of The Townhomes at Aspen Hill Property Owners Association. The Board shall have four members who shall be elected in accordance with the applicable provisions of the Bylaws. The Board shall have the powers enumerated in the Governing Documents.

II.3 Bylaws. The Bylaws of the Association, as amended and modified from time to time.

II.4 Common Area. All real property owned by the Association and shown on the Plat as Lot 5. All Common Area, with exception of common utilities located therein, is divided into Limited Common Area and dedicated for the exclusive use and enjoyment of one specific Owner and Unit as shown on the Plat.

II.5 Declarant. 310 320 Aspen Dr, LLC, a Delaware limited liability company, its successors and assigns.

II.6 Governing Documents. A collective term, meaning this Declaration, the Articles of Organization, and Bylaws of the Association, as either of them may be restated, amended or supplemented from time to time.

II.7 Limited Common Area. All real property (including the improvements thereto) owned by the Association and dedicated for the exclusive use of one specific Owner and Unit as identified on the Plat. The Plat identifies the following Limited Common Areas: four separate Limited Common Area driveways that are each appurtenant to each one of the separate Units, four separate Limited Common Area lawns areas that are each appurtenant to each one of the separate Units, four Limited Common Area walkways that are each appurtenant to each one of the separate Units, two Limited Common Area stairs that are respectively appurtenant to each of the Lot 1 and Lot 3 Units, two Limited Common Area patios that are respectively appurtenant to each of the Lot 1 and Lot 3 Units, two separate Limited Common Area “patio/stairs” areas that are respectively appurtenant to each of the Lot 2 and Lot 4 Units, and four separate Limited Common Area walkways that are each appurtenant to each one of the separate Units. Each of the Limited Common Areas is labeled on the Plat with a number to show the Unit to which it is appurtenant. For example “LC-2 Driveway” is appurtenant to the Lot 2 Unit. Each Owner is granted an easement for encroachments of the Owner’s Unit or projections from that Unit into the appurtenant Limited Common Area, to the extent such encroachments exist as of the date of recording of this Declaration or such encroachments have been approved by the Board.

II.8 Member. A member of the Association.

II.9 Owner. The record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of or situated upon the Property, but excluding those having such interest merely as security for the performance of an obligation.

II.10 Plat. That officially approved plat of The Townhomes at Aspen Hill Addition to the Town of Jackson to be filed with the Office of the Clerk of Teton County, Wyoming contemporaneous with this Declaration.

II.11 Property. That certain real property described in Exhibit A hereto.

II.12 Unit. Any Lot shown on the Plat, excepting any associated Limited Common Areas. There are four (4) Units on the Property shown on the Plat as Lot 1, Lot 2, Lot 3 and Lot 4.

ARTICLE III PROPERTY RIGHTS

III.1 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Limited Common Area associated with his or her Unit, as depicted on the Plat, which shall be appurtenant to and shall pass with the title to every Unit, subject to:

(a) The right of the Association to dedicate or transfer all or any part of the Limited Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association with the consent of, during any period in which the Declarant owns any portion of the Property and for a period of five years thereafter, the Declarant.

(b) Non-exclusive easements across the Limited Common Area in favor of the Association, Owners, and, during any period in which the Declarant owns any portion of the Property and for a period of five years thereafter, the Declarant and their respective agents, contractors, or utility service providers to the extent reasonable necessary for the purpose of:

- (i) Installing utilities and other infrastructure, including without limitation, cable and other systems for sending and receiving data and/or other electronic signals; security and similar systems; and drainage systems to serve the Property;
- (ii) Inspecting, maintaining, repairing and replacing such utilities and infrastructure to serve the Property;
- (iii) Access to read utility meters; and
- (iv) Maintenance of the Limited Common Areas and the exteriors of the Units in accordance with this Declaration.

(c) Easements for natural drainage of stormwater runoff from other portions of the Property; provided, no person shall alter the natural drainage on any portion of the Property to increase materially the drainage of stormwater onto adjacent portions of the Property without the consent of the Owner(s) affected thereby.

(d) The Bylaws, which shall not contain provisions in contradiction of the foregoing subparagraphs (a) through (c).

III.2 Delegation of Use. Any Owner may delegate his or her right of enjoyment to the applicable Unit and Limited Common Areas to family members, tenants, guests, invitees or contract purchasers.

III.3 Taxes and Assessments. All taxes, assessments, and other charges of the State of Wyoming or of any political subdivision or of any special improvement district or of any other taxing or assessing authority shall be assessed against and collected on each Unit separately, not on the Property as a whole, and each Unit shall be carried on the tax records as a separate and distinct parcel. In furtherance of the foregoing, each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Unit and the appurtenant Common Areas. Each Owner shall pay the taxes or assessments assessed against his or her Unit, or interest therein, or his or her interest in the Common Areas. The lien for taxes assessed to any Unit shall be confined to that Unit. No forfeiture or sale of any Unit for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Unit.

ARTICLE IV USE AND CONDUCT

IV.1 Framework for Regulation. The Governing Documents establish, as part of the general plan of development and use for the Property, a framework of affirmative and negative covenants, easements and restrictions which govern the Property.

IV.2 Owners' Acknowledgement and Notice to Purchasers. All Owners are hereby given notice that use of their Unit and the Limited Common Areas are limited by the Governing Documents as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed for their Unit acknowledges and agrees that the use, enjoyment, and marketability of his or her Unit can be affected by the Governing Documents and that the Governing Documents may change from time to time.

IV.3 Limitation to Residential Use. Units and Limited Common Areas shall be used for residential purposes only. No commercial use shall be made of any Unit or Limited Common Area, and no building or structure shall be intended for or adapted to commercial use; provided, however, that these prohibitions shall not preclude "home occupations" as currently defined in Town of Jackson Land Development Regulation Section 6.1.11.D (or any successor, similar ordinance) or any professional, home occupations with one employee or cultural activities in the home, such as painting, sculpturing, writing, music, art and craft work, and similar cultural activities, even if such activities may bring remuneration to the person or persons participating therein; provided that any such professional or cultural use is permitted by all necessary governmental authorities, does not create a nuisance to Owners or occupants of other Units, does not require any additional parking, and does not involve customers or clients coming to the Property.

IV.4 Domestic Animals. No pets shall be kept or maintained on any Unit except as provided herein. Each Unit shall be entitled to maintain a reasonable number of household pets,

including but not limited to dogs, cats, fish, birds, rodents, and non-poisonous reptiles, so long as such pets are not kept for any commercial purpose, are not kept in unreasonable numbers, do not cause an unreasonable amount of noise or odor, and do not otherwise become a nuisance to other Owners or occupants. All Owners or occupants with household pets shall keep the animals reasonably controlled at all times so they do not cause a nuisance to others and do not harass or endanger wildlife. All Owners or occupants with household pets shall promptly clean up all waste or excrement from their pets within the Limited Common Areas and shall promptly repair, at his or her own cost, any damage to the lawn, landscaping, decks, or any other part of the Limited Common Areas arising from the actions of their pets. The Board shall have the right and authority to determine in its sole discretion that pets are being kept for commercial purposes, or are otherwise a nuisance to other Owners or occupants, or that a Owner or occupant is otherwise in violation of this Section, and to take such action or actions as it deems reasonably necessary to remedy the violation. Without limiting the generality of the foregoing, the Association may require the owner or custodian of a dog that barks or howls excessively, or of a pet with other offensive habits, confine such animal indoors. In the event that the Board shall determine that a pet has become a “nuisance pet,” a written notice of violation shall be delivered to the owner or custodian of the nuisance pet, and if the nuisance pet is not removed from the Property within seventy-two (72) hours thereafter, the Board shall have the right to remove the nuisance pet, or cause the nuisance pet to be removed and kenneled, at the sole expense of the Owner of the Unit on which the nuisance pet is boarded and to enter upon an Owner’s Unit for such purpose, all without liability on the part of the Board. Any costs associated with responding to complaints of a nuisance pet may be levied against an Owner or occupant as a specific assessment, and the Board shall have the right to assess a penalty of \$100 against any Owner of a Unit where a nuisance pet is kept.

IV.5 Wildlife. The feeding of wildlife is prohibited. Notwithstanding the foregoing, Owners or occupants may maintain bird feeders within their respective Units and Limited Common Areas.

IV.6 Trees and other Landscaping. The Association shall be responsible for the reasonable care and maintenance of the lawn, trees and other landscaping on the Limited Common Area, and the cost of such landscaping care shall be part of the common assessment. The planting of flowers or additional vegetation by an Owner shall (a) be approved by the Board prior to any such planting, (b) be consistent with the other vegetation in the Common Area, and (c) be installed and maintained at such Owner’s cost.

IV.7 Fireworks. No discharge of firecrackers and other fireworks shall be permitted on any portion of the Property; provided, however, the Board shall have no obligation to take action to prevent or stop such discharge.

IV.8 Nuisance. No noxious or offensive activity shall be carried on upon the Property or any part thereof, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their Units or Limited Common Areas.

IV.9 Garbage. All garbage and trash shall be placed and kept in covered containers and be put out for routine collection. The maintenance of accumulated waste plant materials is allowed in an appropriate composting container approved by the Board.

IV.10 No Outdoor Storage. No equipment, personal property, trailers, boats, abandoned or inoperable vehicles, recreational vehicles or campers shall be stored on any Limited Common Area. For the purposes of clarity, deck and patio furniture, umbrellas, grills and similar equipment may be used on the patio Limited Common Areas.

IV.11 Fences. No Owner may erect a fence on any portion of the Limited Common Area without the prior approval of the Board. If approved by the Board, fencing must also comply with any applicable regulations in the Land Development Regulations of the Town of Jackson.

IV.12 No Subdivision or Partition. No Unit or Limited Common Area may be further subdivided. The Common Area may not be partitioned and each member waives any right of partition as to the Common Area.

ARTICLE V MAINTENANCE AND LANDSCAPING

V.1 General. No structure shall be placed, erected, or installed upon any Unit or Limited Common Area, including the expansion of decks, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing as to harmony of external design, color, and location in relation to surrounding structures and topography by the Board. In the event the Board fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it, approval will not be required and this Section shall be deemed to have been fully complied with. This provision shall be in addition to any building codes or land use development regulations of the Town of Jackson. Any Owner may remodel, paint or redecorate the interior of structures on his or her Unit without approval from the Board. However, modifications (including new or changed landscaping, vegetation and trees) to the exterior of improvements on a Unit or the Limited Common Areas shall be subject to prior Board approval. No approval shall be required to rebuild a damaged structure substantially in accordance with originally approved plans and specifications or original construction.

V.2 Unit and Limited Common Area Maintenance. The Association shall be responsible for exterior maintenance, repair and replacement of the Units, including, but not limited to: routine painting and repair, replacement and care for roofs, gutters, downspouts, and exterior building surfaces (with the exception of windows/glass surfaces), and the cost of such maintenance, repair and replacement shall be part of the common assessment. The Association shall be responsible for the maintenance, repair and replacement of the Limited Common Areas, including providing routine landscaping and snow removal services, and the cost of such maintenance, repair and replacement shall be part of the common assessments. In the event that the need for maintenance, repair or replacement of the exterior of a Unit or a Limited Common Area is caused through the willful or negligent act of an Owner, or the family, guests, tenants or

invitees of an Owner, the cost of such maintenance or repair shall be assessed to the Unit of said relevant Owner. Notwithstanding anything herein contained to the contrary, each Unit Owner shall have the responsibility to keep in a clean, safe and sanitary condition, at such Unit Owner's expense, their appurtenant Limited Common Area. Each Owner shall be responsible for the maintenance, repair and replacement of his or her Unit's foundation, windows/glass surfaces, structural bearing members, and all interior aspects of the Units. If an Owner fails to perform the required maintenance on his or her Unit or appurtenant Limited Common Areas as required under this Section (with the exception of interior aspects of the Units), the Board may, at its election, provide the maintenance to a Unit or appurtenant Limited Common Areas and assess a specific assessment against the Owner of such Unit for repayment of all costs associated therewith, including reasonable administrative fees.

V.3 Common Utilities, Facilities and Services. In the event that one or more Units utilize a common utility service, common utility infrastructure or other types of facilities or services at the Property that are utilized in common, including but not limited to, sewer or water lines, or electrical lines, such common utilities, facilities and services shall be maintained, repaired and replaced, as needed, by the Board, and all costs associated therewith shall be paid on a pro rata basis by the Owners of all Units utilizing such common utilities, facilities and services. In the event that the need for maintenance, repair or replacement of a common utility, facility or service is caused through the willful or negligent act of an Owner, or the family, guests, tenants or invitees of an Owner, the cost of such maintenance or repair shall be assessed to the Unit of said relevant Owner. Notwithstanding anything herein contained to the contrary, each Unit Owner shall have the responsibility to maintain, repair, replace and keep in a clean, safe and sanitary condition, at such Unit Owner's expense, all portions of the Owner's Unit and utilities and facilities serving just that Unit.

ARTICLE VI THE ASSOCIATION AND ITS MEMBERS; BOARD

VI.1 Function of Association. To the extent not otherwise delegated to the Owners in the Governing Documents, the Association, through its Board, shall be responsible for the administration, management, maintenance, operation and control of the Property and shall also be responsible for enforcement of the Governing Documents, which may also be enforced by the Owners and during any period in which the Declarant owns any portion of the Property and for a period of five years thereafter, the Declarant. The Association, through its Board, shall also be responsible for performing all duties and obligations of the Association as set forth in the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Wyoming. In furtherance of its functions, the Association is authorized to enter into and terminate, in the Board's discretion, contracts or agreements with service providers, to provide services to the Property for the Owners of the Association and their occupants, guests, and invitees. By way of example, some services which may be contracted for include legal, accounting, snow removal, trash and recycling removal, landscape maintenance, and similar services. The Association may exercise any right or privilege given to it expressly by the Governing Documents, and every other right or privilege reasonably to be implied therefrom or reasonably necessary to effectuate any such right or privilege.

VI.2 Membership. Every Owner of a Unit shall be a Member of the Association. Membership in the Association is appurtenant to the ownership of a Unit and may not be severed from the ownership of a Unit. Membership in the Association is mandatory and no Owner of a Unit may withdraw from membership as a Member in the Association. There shall be only one membership per Unit. If a Unit is owned by more than one person, all co-Owners shall share the privileges of such membership, subject to the restrictions on voting set forth in the Governing Documents, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner, member, manager or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Board.

VI.3 Voting of Members and Board. The Association shall have one class of membership. Members shall have one equal vote for each Unit in which they hold the interest required for membership under Section VI.2. The vote for each Unit owned by a Member shall be exercised by the Owner of the Unit. In any situation where there is more than one Owner of such Unit, the vote for such Unit shall be exercised as the co-Owners determine among themselves and advise the Board in writing prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one person seeks to exercise it. Voting rights as to each Unit shall vest upon the recordation of the Plat establishing the Units. All votes, consents or determinations to be made by the Board or by the Members of the Association shall be approved by a majority of the members of the Board or the Members of the Association, unless a different approval requirement is set forth in this Declaration, the Bylaws, or the Wyoming Nonprofit Corporation Act or its successor.

VI.4 Restricted Voting in the Event of a Default. In the event that an Owner is in breach or default of the provisions of this Declaration, then such Owner, both as to such Owner's capacity as an Owner and in any capacity as a Board member, shall have such Owner's and Board member's voting rights suspended, other than in relation to the amendment of the Governing Documents, as to which, all voting rights shall remain in place. Such Owner or Board member shall, during the period of such uncured breach or default, not be counted for the purposes of a quorum or for the purposes of whether a necessary amount of votes have been obtained.

ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENTS

VII.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit owned, and each Owner of any Unit by acceptance of a deed therefore is deemed to covenant and agree to pay the Association the following assessments:

- (a) annual assessments or charges;
- (b) special assessments for amounts incurred or required to be expended by the Association for which annual assessments are insufficient;

(c) specific assessments to a specific Owner for any costs or damages caused by a specific Owner or such Owner's tenants, guests, and invitees, including, but not limited to, as provided in Section V.2 or due to a breach or default of this Declaration by such persons; and

(d) all monetary fines assessed by the Board.

(a) Until paid in full, the annual, special, and specific assessments and fines, together with interest, costs, and reasonable attorney's fees, shall constitute a present and continuing lien upon the Units against which such assessments are made without the need to file a notice of lien in any public record. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner at the time when the assessment fell due.

VII.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the Owners and occupants of the Property, for the improvement, maintenance, repair and replacement of the exterior of the Units and the Limited Common Areas, for the improvement, maintenance, repair and replacement of any common utilities or facilities serving multiple Units, from the provision of services to the Association, and may also be used to obtain and maintain casualty and liability insurance on the Property, any Limited Common Areas, the common utilities or facilities serving multiple Units, any Units, or in relation to Association's officers, directors, and employees.

VII.3 Annual Assessment. The amount of the annual assessments shall be determined by the Board and shall be based upon advance estimates of cash requirements of the Association to provide for the payment of all costs and expenses arising out of or connected with the following: (a) the administration and management of the Property, (b) taxes and assessments from governmental or quasi-governmental entities or agencies unless and until Units are separately assessed, (c) premiums for all insurance which the Association is required or permitted to maintain hereunder, (d) legal, audit and accounting fees, (e) the routine maintenance, repair and replacement of the Common Area and the exterior of Units, (f) amount necessary to eliminate any deficit remaining from a previous period, (g) the creation of a reasonable reserve fund for periodic maintenance, repair, and replacements of the Common Areas and for future capital expenditures, and (h) any other operating, administrative and management costs, expenses and liabilities which may be incurred by the Association for the benefit of all the Owners or by reason of this Declaration. The Board shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment, as well as the estimated budget it was based on, shall be sent to every Owner. The due dates shall be established by the Board but in no event be due less than thirty (30) days after notice of the assessment is sent to the Owners. Failure of the Association to give written notice of the assessment shall not affect the liability of the Owner of any Unit for such assessment, but the date when payment shall be due in such case shall be deferred to a date thirty (30) days after such notice is sent to the Owners.

VII.4 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, at any time and from time to time, a special assessment applicable to that year for any required expenditures of the Association for which annual assessments are

insufficient; provided that any such assessment shall have been approved by a three quarters of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

VII.5 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units, divided equally among all Units and may be collected on a bi-annually or monthly basis. Specific assessments levied pursuant to Section VII.1(c) shall only be assessed on the specific Owner.

VII.6 Assessment Estoppel. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether assessments on a specified Unit have been paid. Such certificates shall be binding on the Association.

VII.7 Effect of Nonpayment of Assessments, Remedies of the Association. Upon default in the payment of any one or more installments of an annual, special, or specific assessment, the entire balance of said assessment may be accelerated at the option of the Board and be declared due and payable in full, immediately. Any assessment or fine not paid within thirty (30) days after the due date (including the entire annual assessment, if payment is accelerated as provided for herein) shall bear interest from the due date at the rate of ten percent (10%) per annum. In the event of a default in the payment of an assessment, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Limited Common Area or abandonment of his or her Unit.

VII.8 Subordination of the Lien to Mortgages. The lien of the assessment and fines provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect an assessment lien. However, the sale or transfer of any Unit pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due.

ARTICLE VIII AMENDMENT OF DECLARATION

VIII.1 By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration, until one year after Declarant has conveyed all Units to unrelated third parties, Declarant may unilaterally amend or repeal this Declaration for any purpose. Further, Declarant may unilaterally amend this Declaration if such amendment is necessary to (i) bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) enable any institutional or Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency. No amendment adopted by the Declarant pursuant to this section may materially reduce an Owner's

rights to enjoy a Unit or impose a materially adverse monetary or performance obligation or adversely affect any of the rights of Mortgagees.

VIII.2 By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the unanimous vote or written consent, or any combination thereof, of the Members.

VIII.3 Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment of this Declaration shall become effective upon recording in the public records either an amendment executed by the Declarant, as permitted by Section VIII.1, or the required amount of Owners or a certificate executed by an officer of the Association stating that the required amount of Owners approved the amendment and stating the contents of the amendment. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

ARTICLE IX

MORTGAGEE PROTECTIVE PROVISIONS; INSURANCE; CONDEMNATION

IX.1 Mortgagee. The term “Mortgagee” shall mean the holder of a mortgage on any Unit and shall include a beneficiary under a deed of trust, as well as any insurer, re-insurer, or guarantor of the mortgage, such as but not limited to FHA, VA, FNMA, WCDA, or FHLMC.

IX.2 Relief from Lien. A Mortgagee who comes into possession of a Unit pursuant to the remedies provided in the first mortgage, shall take the Unit free of any claims for unpaid assessments or charges against the Unit which occurred prior to the time such Mortgagee comes into possession of the Unit and the sale or transfer of a Unit pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for Association assessments and charges which became payable prior to such sale or transfer.

IX.3 Insurance Coverage. The following provisions shall apply regarding insurance requirements:

(a) **Policy Coverage.** The Board shall secure and maintain in effect a policy of fire and extended coverage insurance in an amount equal to the full replacement value (i.e. 100% of the current “replacement cost” exclusive of items normally excluded from coverage) of the Limited Common Area improvements situated in the Property. The Board shall also secure and maintain in effect a policy of liability coverage for personal injury, damages or death in an amount customary in Teton County, Wyoming.

(b) **Owner-required Coverages.** Each Owner shall have the sole responsibility to maintain any casualty or liability insurance in relation to the Unit, and the exterior, interior and contents of such Unit. Each Owner shall maintain casualty insurance for the

full replacement value of such Owner's Unit, and shall maintain commercially reasonable liability coverage.

(c) **Mortgagee's Ability to Place Coverage.** All first Mortgagees may, jointly or singly, pay any overdue premiums on the aforesaid hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Limited Common Area improvements, and such first Mortgagees making such payment shall be owed immediate reimbursement therefore from the Association. The Board shall take appropriate action to assure such immediate payment and shall provide all necessary parties with an original or certified copy of this provision as evidence of the obligation of the Association to make such reimbursement.

(d) **Priority Rights and Insurance Proceeds or Condemnation Awards.** All insurance policies shall provide that no Owner or any other party shall have priority over the rights of the first Mortgagees in the case of distribution of insurance proceeds or condemnation awards for loss to or the taking of the Limited Common Area or the Association's improvements located thereon.

IX.4 Condemnation. In the event that any portion of a Unit or Limited Common Area shall be subject to eminent domain or a conveyance in lieu of condemnation, the Owner whose Unit was affected or who holds the right to the appurtenant Limited Common Area shall have the right to all condemnation proceeds, subject to any payment requirements to a Mortgagee, and subject to any award for common utilities or facilities, which shall be granted to the Association for reconstruction or repair of such common utilities or facilities.

ARTICLE X GENERAL PROVISIONS

X.1 Enforcement. The Association, or any Owner, or, during any period in which the Declarant owns any portion of the Property and for a period of five years thereafter, the Declarant, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents. Enforcement may be by injunction or specific performance.

X.2 Indemnification. The Declarant, the Board, and their officers, employees, and agents shall not be liable to any party for any action or inaction taken by them with respect to any provision of the Governing Documents; provided such individual acted in good faith. All such individuals shall be indemnified and held harmless by the Association from liability, damages and expense, including reasonable attorney's fees, for any decision or action or inaction they may have taken while acting within the scope and course of their duties.

X.3 Declarant as Beneficiary. Notwithstanding anything to the contrary contained in this Declaration, the Declarant shall be deemed a third-party beneficiary of this Declaration and shall have the right and standing to enforce the terms of this Declaration as provided herein.

X.4 No Waiver. The failure of the Board or the Declarant or any Owner or their agents to insist, in one or more instances, upon the strict performance of any of the covenant, condition or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

X.5 Owner's Obligations Continue. The Owner of a Unit shall have no obligation for expenses or other obligations accruing after he/she sells his/her entire interest in such Unit with the exception for interest that may accrue on an overdue assessment or fine which was the personal obligation of such Owner.

X.6 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

X.7 Severability. If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase, or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.

X.8 Construction by Declarant. Nothing in this Declaration, or any action taken by the Association, shall limit the right of Declarant to complete construction of improvements to the Units and Limited Common Areas owned by Declarant or to alter the foregoing, or to construct such additional improvements as Declarant deems advisable prior to completion and sale of all Units. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease, or otherwise. This Declaration shall not limit, nor shall any action of the Association limit, the right of Declarant at any time prior to the sale of all Units by Declarant to establish on the Property additional easements, reservations and rights of way to itself, to utility companies, or to others as may from time to time be necessary to the proper development and disposal of the Units.

X.9 Mechanics Liens. No labor performed or services or materials furnished with the consent of or at the request of an Owner or his/her agent or her/his contractor or subcontractor shall be the basis for the filing of a lien against the Unit of any other Owner, or against any part thereof, or against any other property of any other Owner or the Association, unless such other Owner or Association, as applicable has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Unit in the case of emergency repairs thereto. Labor performed or services of materials furnished for the Property or any portion thereof, if duly

authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner of that portion of the Property.

[signature and acknowledgment on following page]

EXHIBIT A

Legal Description for

The Townhomes at Aspen Hill Addition to the Town of Jackson

The following property as has been further platted pursuant to plat for The Townhomes at Aspen Hill Addition to the Town of Jackson, which plat was recorded with the Teton County, Wyoming County Clerk immediately prior to the recording of this Declaration:

Lot 1 and Lot 2, Block 3 of the Aspen Hills Lots, Plat No. 124, a subdivision of record in the Office of the Teton County Clerk and located in the NE1/4 SE1/4, Section 33, T41N, R116W, 6th P.M., Town of Jackson, Teton County, Wyoming:

AND THAT ADDITIONAL TRACT OF LAND TO LOT 1 AS DESCRIBED IN WARRANTY DEED, DOCUMENT NO. 0937257, RECORDS OF THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING AND MORE PARTICULARLY DESCRIBED BELOW:

That part of the W1/2 NE1/4 SE1/4, Section 33, T41N, R116W, 6th P.M., Teton County, Wyoming being more particularly described as follows:

Commencing at the southeast corner of the Green Mountain Addition, Plat No. 1069, as recorded in the Office of the Clerk of Teton County, Wyoming;

THENCE along the Sixteenth line of said Section 33 and the easterly boundary line of said Green Mountain Addition, N 01°27'10" E, 149.80 feet, to the northeast corner of said Green Mountain Addition, S 89°03'44" E, 13.23 feet to the Northwest corner of Lot 1, Block 3, Aspen Hill Lots Plat No. 124 recorded in said Office;

THENCE along the westerly line of Lot 1, Block 3, Aspen Hill Lots Plat No. 124, S00°17'49" W, 149.83 feet to the SW corner of Lot 1, Block 3, Aspen Hill Lots Plat No. 124;

THENCE departing said westerly line of Lot 1, Block 3, Aspen Hill Lots Plat No. 124, N 89°02'48" W, 16.25 feet to the SE corner of the Green Mountain Addition Plat No. 1069 and the POINT OF BEGINNING.

Said Parcel contains 0.439 acres, more or less.

CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Teton)ss

I, Lucas D. Rudolph, hereby certify, to the best of my knowledge and belief:

that by authority of the owners I have subdivided the lands shown on this plat for townhouse ownership to be known as **THE TOWNHOMES AT ASPEN HILL ADDITION TO THE TOWN OF JACKSON**

That the lands of this subdivision is described as:

Lot 1 and Lot 2, Block 3 of Aspen Hill Lots, Plat no. 124, a subdivision of record in the Office of the Teton County Clerk and located in the NE1/4 SE1/4, Section 33, T41N, R116W, 6th P.M., Town of Jackson, Teton County, Wyoming:

AND THAT ADDITIONAL TRACT OF LAND TO LOT 1 AS DESCRIBED IN WARRANTY DEED, DOCUMENT NO. 0937257, RECORDS OF THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING AND MORE PARTICULARLY DESCRIBED BELOW:

That part of the W1/2 NE1/4 SE1/4, Section 33, T41N, R116W, 6th P.M., Teton County, Wyoming being more particularly described as follows:

Commencing at the southeast corner of the Green Mountain Addition, Plat no. 1069, as recorded in the Office of the Clerk of Teton County, Wyoming;
THENCE along the Sixteenth line of Said Section 33 and the easterly boundary line of Said Green Mountain Addition, N 01°27'10" E, 149.80 feet, to the northeast corner of Said Green Mountain Addition;
THENCE departing said Sixteenth line and the easterly boundary line of Said Green Mountain Addition, S 89°03'44" E, 13.23 feet to the Northwest corner of Lot 1, Block 3, Aspen Hill Lots Plat No. 124 recorded in said Office;
THENCE along the westerly line of Lot 1, Block 3, Aspen Hill Lots Plat No. 124, S 00°17'49" W, 149.83 feet to the SW corner of Lot 1, Block 3, Aspen Hill Lots Plat No. 124;
THENCE departing said westerly line of Lot 1, Block 3, Aspen Hill Lots Plat No. 124, N 89°02'48" W, 16.25 feet to the SE corner of the Green Mountain Addition Plat No. 1069 and the POINT OF BEGINNING.

That this plat was made from the notes of surveys made by me, or under my direction, in 2018 and 2019 and from records in the Office of the Teton County Clerk;

that all dimension and areas are correctly shown;

Said Parcel contains 0.439 acres, more or less, and is subject to easements, restrictions, reservations, and conditions, of sight and/or of record, including, but not limited to those shown hereon

Lucas D. Rudolph, Wyoming Professional Land Surveyor 15442

The foregoing instrument was acknowledged before me by Lucas D. Rudolph this _____ day of _____, 2019.
Witness my hand and official seal.

Notary Public My commission expires:_____

CERTIFICATE OF ENGINEER

State of Wyoming)
County of Teton)ss

I, Matt R. Bowers, hereby certify that the water distribution and sewer collection facilities designed for the foregoing subdivision are adequate and safe, and meet Federal, State, and Town of Jackson requirements if built as designed and operated correctly.

Matt R. Bowers, Wyoming Professional Engineer 10229

The foregoing instrument was acknowledged before me by Matt R. Bowers this _____ day of _____ 2019. Witness my hand and official seal.
Notary Public My commission expires:_____

CERTIFICATE OF APPROVAL

State of Wyoming)
County of Teton)ss
City of Jackson)

The foregoing Subdivision, **THE TOWNHOMES AT ASPEN HILL ADDITION TO THE TOWN OF JACKSON**, was approved at the regular meeting of the Jackson Town Council on the _____ day of _____, 2019 in accordance with Section 15–1–415 Wyoming Statutes.

Attest: Town of Jackson

Clerk Mayor

Town Engineer Planning Director

CERTIFICATE OF OWNERS

State of Wyoming)
County of Teton)ss

The undersigned owner and proprietor of the lands described in the Certificate of Surveyor and shown hereon hereby certify;

that the foregoing subdivision and the survey and measure of the lands and common areas as shown hereon is with the free consent and in accordance with the desires of the undersigned owner and proprietor;

That the name of the subdivision shall be **THE TOWNHOMES AT ASPEN HILL ADDITION TO THE TOWN OF JACKSON**;

That access to Lot 1 and Lot 3 is from Aspen Drive and access to Lot 2 and Lot 4 is from Pine Drive;

That this subdivision is subject to that 10 foot wide Distribution Gas & Electric Easement as shown hereon, as described in Document No. 0959890, records of the Office of the Teton County Clerk;

That Lot 1 and Lot 2 of Block 3 of Aspen Hill Lots, Plat no. 124, as recorded in the Office of the Teton County Clerk, is hereby vacated in accordance Sections 34–12–106 through 34–12–110, Wyoming Statutes, as amended, and the Clerk is respectfully requested to write "vacated" across said lot, it being reconfigured as shown hereon;

That this subdivision is subject to the Declaration of Covenants, Conditions and Restrictions for Townhomes at Aspen Hill Addition to the Town of Jackson, to be filed concurrent with this Plat;

that the Common Area, Lot 5, shall be conveyed by recorded deed to the Townhomes at Aspen Hill Property Owners Association;

that the Common Area, Lot 5, being that portion of this subdivision lying outside of the building footprint as shown hereon and being a portion of the general common elements of this subdivision, is hereby dedicated to the use and enjoyment of the owners of units within this subdivision and within said additional subdivisions;

that the Limited Common Areas, portions of the General Common Area, Lot 5, shown on this plat as LC followed by the associated lot number, are hereby dedicated to the exclusive use and enjoyment of the owner of the associated lot, subject to the right and obligation of the Townhomes at Aspen Hill Property Owners Association to enter upon all of said Limited Common Areas for all purposes permitted by the Declaration, including without limitation the installation, repair and maintenance of the improvements constructed upon the lots, or within the subdivision, and any utility features, including drainage facilities, serving this subdivision;

that an easement across the Common Area, Lot 5, of this subdivision is hereby granted to those utility companies, their successors and assigns, serving this subdivision for the construction, maintenance and repair of utility services for this subdivision, and that the right to grant further easements across said Common Area is hereby reserved to the undersigned owner, his successors and assigns, for the purpose of providing access and utility services to this subdivision;

that access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson;

that access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles;

that the seller does not warrant to purchaser that he shall have any rights to the continued natural flow of any stream or river within or adjacent to the subdivision;

that Wyoming law does not recognize any riparian rights to the continued natural flow of a stream or river to persons living on the bank of the stream or river;

that all rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released;

that this subdivision is subject to rights–of–way, easements, restrictions, reservations, and conditions, of sight or of record, including but not limited to those shown hereon.

State of Wyoming)
County of Teton)ss

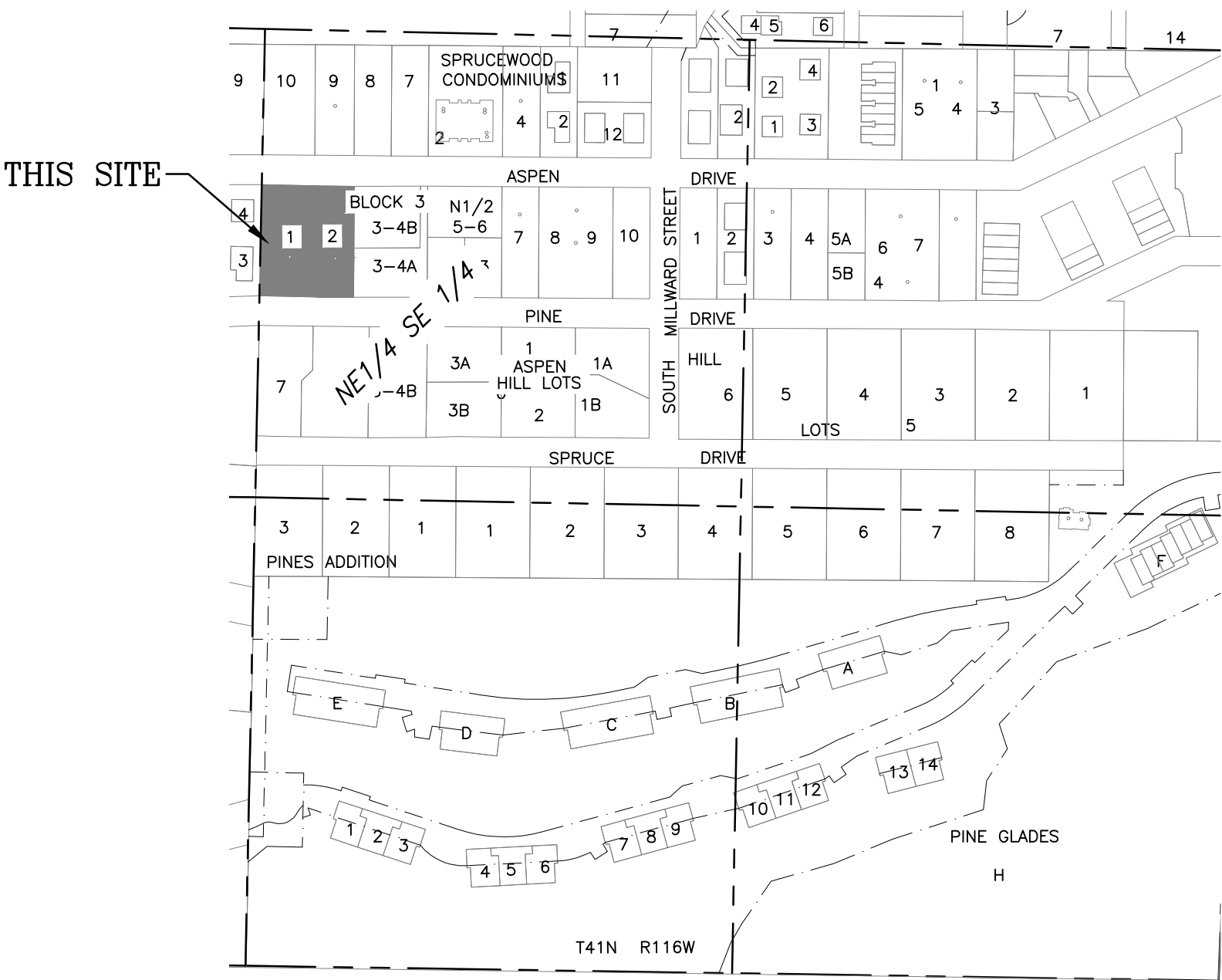
310 320 Aspen Dr., LLC, a limited liability company

BY:

The foregoing instrument was acknowledged before me by _____, as _____ of 310 320 Aspen Dr., LLC, a Delaware limited liability company, and known to me to be member or designated ongent of the limited liability company.
this _____ day of _____, 2019.

Witness my hand and official seal.

Notary Public



VICINITY MAP
SE1/4
SECTION 33,
TOWN OF JACKSON,
T41N, R116W
TETON COUNTY
SCALE 1' = 200'

Zoning District: (NM1) Neighborhood Medium Density–1

Number of Lots: 5

Lot 1 = 0.029 acres (Residential Townhouse Lot)
Lot 2 = 0.030 acres (Residential Townhouse Lot)
Lot 3 = 0.044 acres (Residential Townhouse Lot)
Lot 4 = 0.044 acres (Residential Townhouse Lot)
Lot 5 = 0.292 acres (Common Area)

Total Project Acreage: 0.439 acres

Plat Prepared:
Revised:

THIS SUBDIVISION WILL BE SERVED BY THE TOWN OF JACKSON WATER SUPPLY AND SEWAGE COLLECTION AND TREATMENT SYSTEMS

SELLER DOES NOT WARRANT TO PURCHASER THAT HE HAS ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER TO PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

The Townhomes at Aspen Hill
Addition to the
Town of Jackson

Identical with
LOT 1 AND LOT 2, BLOCK 3
of
ASPEN HILL LOTS, Plat No. 124

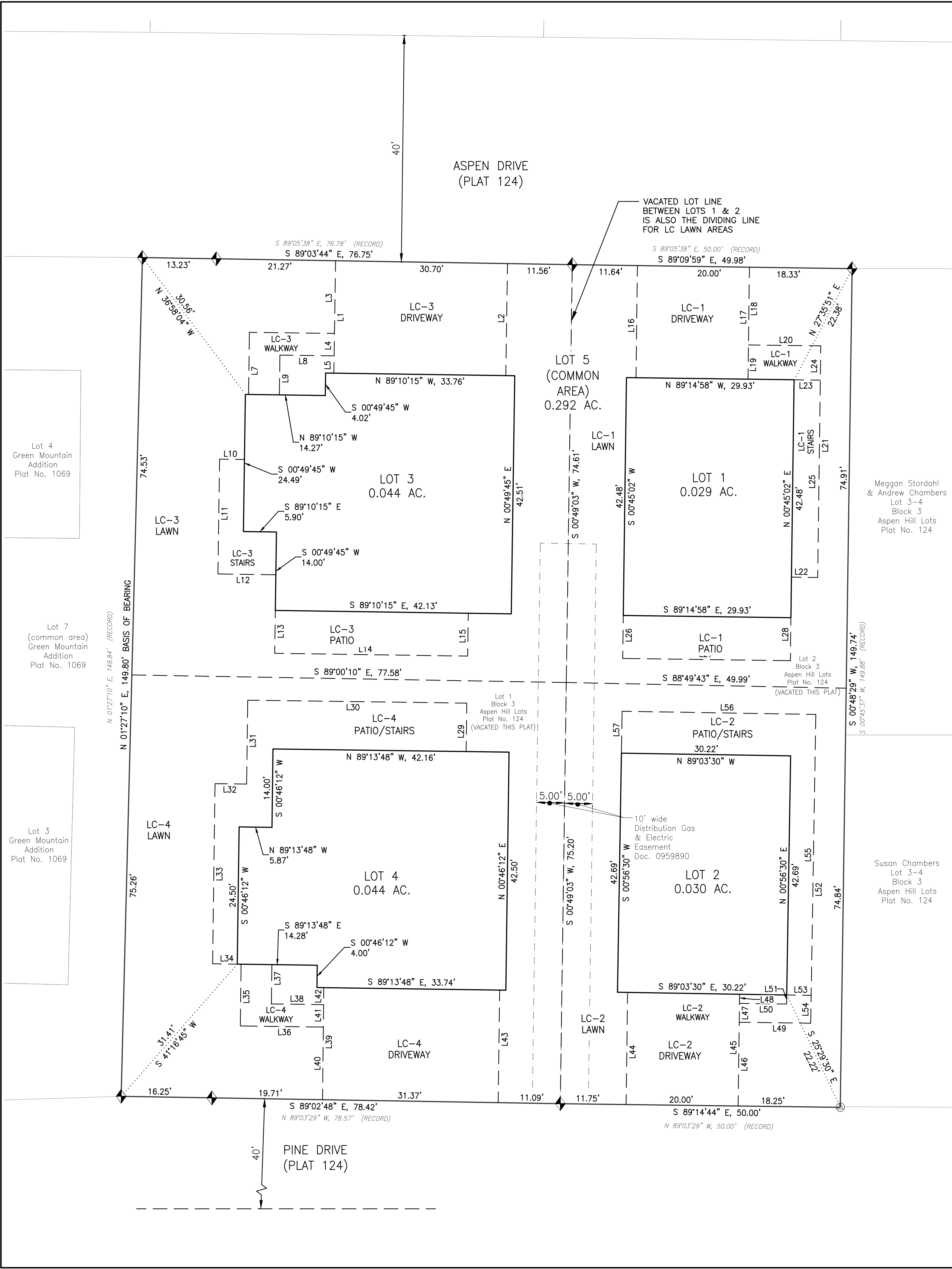
a part of the
NE1/4 SE1/4, Section 33
Township 41 North,
Range 116 West, 6th P.M.
Town of Jackson,
Teton County, Wyoming

Owner and Subdivider:
310 320 Aspen Dr. LLC,
a Wyoming limited liability company
Box 13308
Jackson, WY 83002
(307) 201–8188

Surveyor and Engineer:
Nelson Engineering
Box 1599
Jackson, Wyoming 83001
(307) 733–2087

DRAWING NO	1 of 2	JOB TITLE	310 320 Aspen Dr LLC 310 and 320 Aspen Drive	DRAWING TITLE	Certificate Sheet Subdivision Plat	DATE	3/06/2019	REV.
						SURVEYED	NE	
						ENGINEERED	MB	
						DRAWN	SK	
						CHECKED	LR	
						APPROVED	LR	

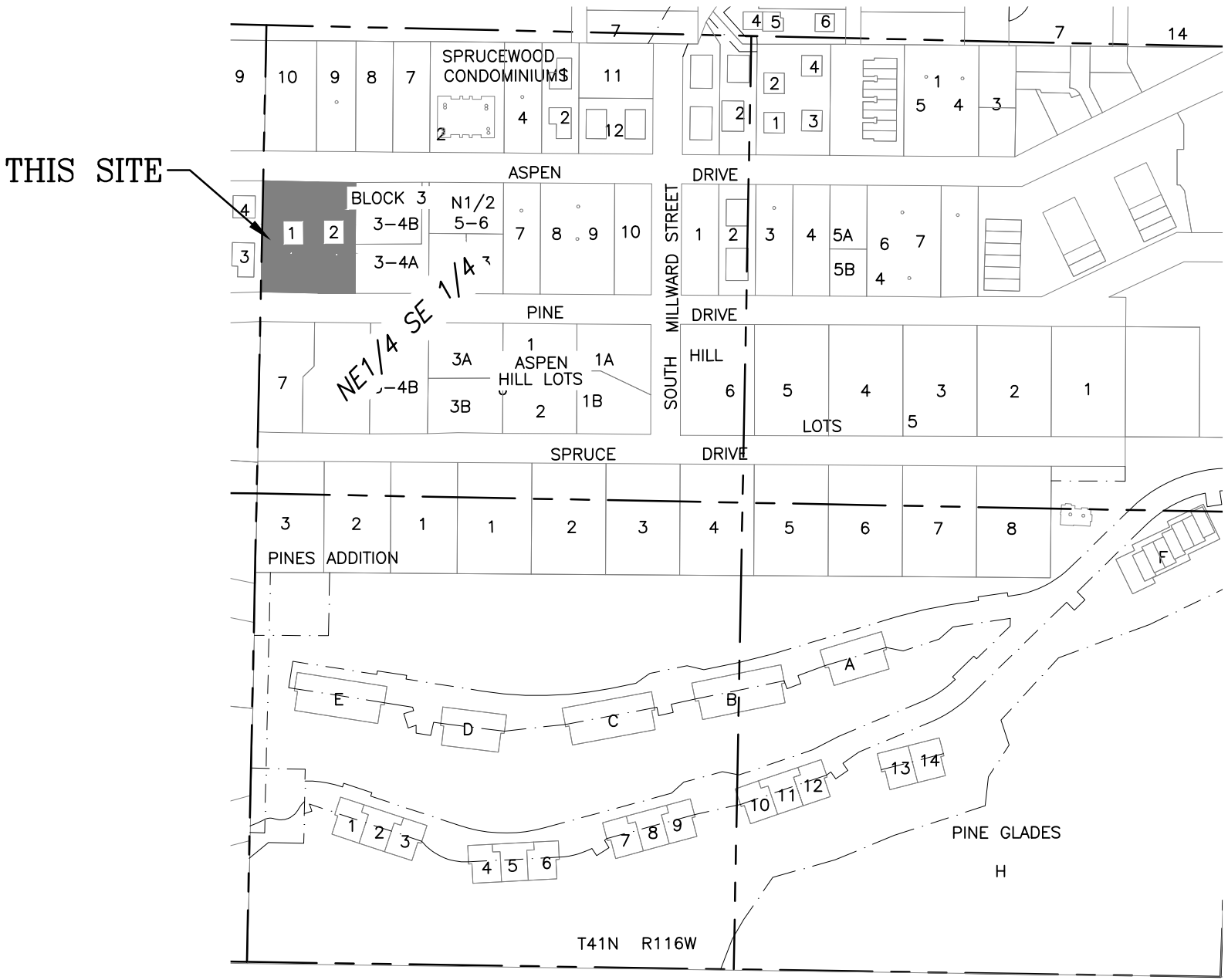
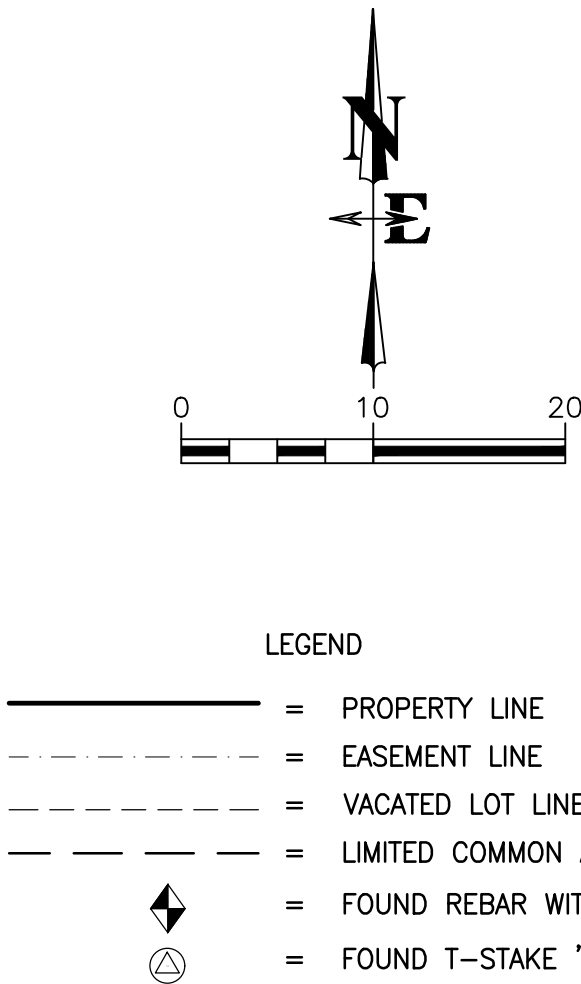
NELSON
ENGINEERING
P.O. BOX 1599, JACKSON WYOMING (307) 733–2087



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N00°53'48"E	20.07
L2	N00°53'48"E	19.96
L3	S01°08'29"W	12.97
L4	S01°08'29"W	4.00
L5	S01°08'29"W	3.09
L6	N89°14'57"W	15.19
L7	S00°45'03"W	11.09
L8	N89°14'57"W	9.68
L9	S00°45'03"W	7.10
L10	S89°06'33"E	4.44
L11	N00°49'45"E	20.51
L12	N89°10'15"W	10.34
L13	N00°49'45"E	7.66
L14	S89°10'15"E	34.46
L15	N00°49'45"E	7.66
L16	N00°45'03"E	20.02
L17	S00°45'03"W	19.99
L18	S00°59'44"W	13.88
L19	S00°59'44"W	6.12
L20	S89°14'57"E	12.91

LINE TABLE		
LINE #	BEARING	DISTANCE
L21	N00°45'02"E	41.35
L22	S89°14'58"E	4.69
L23	S89°14'57"E	4.69
L24	S00°59'43"W	6.12
L25	S00°59'43"W	35.23
L26	S00°45'02"W	7.69
L27	S89°14'58"E	29.93
L28	N00°45'02"E	7.69
L29	N00°46'12"E	8.64
L30	N89°13'48"W	39.11
L31	S00°46'12"W	14.98
L32	N89°13'48"W	5.64
L33	S00°46'12"W	32.17
L34	S89°13'48"E	4.40
L35	S00°44'53"W	11.03
L36	S89°14'57"E	14.82
L37	S00°45'03"W	7.03
L38	S89°14'57"E	9.32
L39	S00°39'28"W	20.00
L40	N00°36'35"E	12.97

LINE TABLE		
LINE #	BEARING	DISTANCE
L41	N00°45'03"E	4.00
L42	N00°44'27"E	3.03
L43	S00°45'03"W	20.10
L44	S00°45'03"W	19.83
L45	S00°45'03"W	19.96
L46	N00°45'03"E	14.96
L47	N00°45'03"E	3.37
L48	N00°45'03"E	1.63
L49	N89°14'57"W	12.77
L50	S89°14'57"E	8.40
L51	N00°44'59"E	1.60
L52	S00°56'30"W	55.13
L53	N89°03'30"W	4.37
L54	N00°56'30"E	4.96
L55	N00°56'30"E	50.17
L56	S89°03'30"E	34.58
L57	N00°56'30"E	7.47



VICINITY MAP
SE1/4
SECTION 33,
TOWN OF JACKSON,
T41N, R116W
TETON COUNTY
SCALE 1" = 200'

Zoning District: (NM1) Neighborhood Medium Density-1
Number of Lots: 5
Lot 1 = 0.029 acres (Residential Townhouse Lot)
Lot 2 = 0.030 acres (Residential Townhouse Lot)
Lot 3 = 0.044 acres (Residential Townhouse Lot)
Lot 4 = 0.044 acres (Residential Townhouse Lot)
Lot 5 = 0.292 acres (Common Area)
Total Project Acreage: 0.439 acres
Plat Prepared:
Revised:

The Townhomes at Aspen Hill Addition to the Town of Jackson

Identical with
LOT 1 AND LOT 2, BLOCK 3
of
ASPEN HILL LOTS, Plat No. 124
and as shown on Map T-54A

a part of the
NE1/4 SE1/4, Section 33
Township 41 North,
Range 116 West, 6th P.M.
Town of Jackson,
Teton County, Wyoming

DATE

3/06/2019

REV.

SURVEYED

ENGINEERED

DRAWN

CHECKED

APPROVED

NE

MB

SK

LR

LR

DRAWING TITLE

Site Plan

Subdivision Plat

JOB TITLE

310 320 Aspen Dr LLC

310 and 320 Aspen Drive

DRAWING NO

2 of 2

JOB NO

17-271-01

NELSON
ENGINEERING

P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

Town of Jackson
Project Plan Review History

PLANNING

Project Number	P19-071	Applied	4/10/2019	STOL
Project Name	Subdivision - 310 & 320 Aspen Dr	Approved		
Type	FINAL PLAT	Closed		
Subtype		Expired		
Status	STAFF REVIEW	Status		

Applicant	Nelson Engineering	Owner	310 320 ASPEN DR, LLC
------------------	--------------------	--------------	-----------------------

Site Address	City	State	Zip
310 ASPEN DRIVE	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
ASPEN HILL (1938)	22411633406006	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Building Kelly Sluder	APPROVED	5/24/2019	5/24/2019	5/24/2019	
County Clerk Mary Smith		4/10/2019	5/1/2019		msmith@tetoncountywy.gov
County Clerk Mary Smith	APPROVED W/CONDITI	4/10/2019	5/1/2019	4/29/2019	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact Notes (4/29/2019 9:49 AM STOL) Good Morning,					
I have a few comments for this plat review.					
1. I'm worried there might be some confusion for the public with the Aspen Hill Townhomes and then this new subdivision The Townhomes at Aspen Hill. 2. Under Plat title in the lower right hand corner where it calls out identical with Lot 1 and Lot 2, Block 3 of Aspen Hill Lots, Plat No. 124 it's missing the metes and bounds description that is included on WD 0953206 on exhibit A. 3. Under the Plat title where it says a part of the NE1/4 of SE1/4, Section 33. Most plats say Located within and then describe the metes and bounds. 4. Left of the Plat title under Owner and Subdivider: 310 320 Aspen Dr. LLC a Wyoming limited liability company. Wyoming needs to be changed to Delaware. 5. Under the Certificate of Approval you will need to include Notary Acknowledgements for the Town Engineer and the Planning Director. 6. Under the Certificate of Surveyor 7th paragraph down that begins with Commencing at. Plat no 1069. No should be capitalized. 7. Under Certificate of Owners. 6th paragraph down Plat no 124. No should be capitalized. 8. Certificate of Owners. 6th paragraph where it requests the Clerk to write "vacated" across said lot. Should be lots. 9. Certificate of Owners. 7th paragraph it calls out Townhomes at Aspen Hill Addition. It should say The Townhomes at Aspen Hill Addition. 10. Certificate of Owners. 8th paragraph the Townhomes at Aspen Hill Property. The should be capitalized. 11. Certificate of Owners. 9th paragraph it calls out units within subdivision. Shouldn't it say lots within this subdivision? 12. Certificate of Owners. 10th paragraph it has the Townhomes at Aspen Hill. The should be capitalized. 13. Certificate of Owners. Above the signature line it has State of Wyoming and County of Teton. I don't think that needs to be there because the top of the Certificate of Owners already has that. If you decide to keep it I think it should be moved below the signature line. 14. Certificate of Owners. Signature line has 310 320 Aspen Dr., LLC, a limited liability company. It should have a Delaware limited liability company. 15. Certificate of Owners. Notary Acknowledgement has agent misspelled. Should be agent. 16. Second page of the plat where it calls out ownership for lots 3 and 4 of Aspen Hill Lots. Andrew Chambers should be Andrew M Chambers, and Susan Chambers should be Susan Chambers Trustee. 17. CCR's Exhibit A calls out the old legal description that has been vacated with the recording of the plat. I'm thinking you need to call out the new legal descriptions for the new plat.					

Have a great day.

Mary Smith

Joint Housing Dept	NO COMMENT	4/10/2019	5/1/2019	5/21/2019
Stacy Stoker				

Legal	APPROVED W/CONDITI	4/10/2019	5/1/2019	5/1/2019	see notes
Audrey Cohen-Davis					

(5/1/2019 9:58 PM AC)

In addition to the points set forth in the title review, I do not see references to the exceptions #9-12 on the title report identified under the Certificate of Owner. If they are no longer relevant, then they should be noted as vacated.

Planning		4/10/2019	5/1/2019	Sufficient
Brendan Conboy				

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Plat Review-Survey Ken Magrath (5/14/2019 9:30 AM STOL) May 13, 2019	APPROVED W/CONDITI	4/10/2019	5/1/2019	5/13/2019	kmagrath@jorgensenassociates.c

Town of Jackson Planning & Building Department
P.O. Box 1687

Attn: Tiffany Stolte and Brendan Conboy

Re: The Townhomes at Aspen Hill Addition, 310, 320 Aspen Dr.
Plat Review

Dear Tiffany and Brendan,

I have reviewed the plat submitted with the above-referenced subdivision application. I find the following errors and/or omissions noted below:

1. CERTIFICATE OF SURVEYOR – the description for small tract appurtenant to Lot one should begin with the word “BEGINNING” instead of “Commencing”.
2. CERTIFICATE OF APPROVAL – Signatures should include names of officials and lines for a notary to attest each of the signatures.
3. CERTIFICATE OF OWNER – a. The owner identified on the signature line should include the words “a Delaware limited liability company”, the line as currently written omits the word Delaware.
b. The signature line should identify the person(s) signing and their relationship to the owner.
4. The zoning district is identified on the plat, and according to the town regulation 8.5.3 D 3b “A plat shall not include notes designating zoning district”. Therefore, surveyor should remove that reference.

This review of submitted information is for general compliance with the Town of Jackson and State of Wyoming subdivision requirements. I do not assume responsibility for correctness of dimensions or calculations. This review indicates only that an examination of the materials in the application has been made.

Thank you for the opportunity to perform this review.

Sincerely,

Kenneth Magrath Wyoming PLS #8469
Jorgensen Associates, P.C.

Cc: Nelson Engineering

Plat Review-Title	APPROVED W/CONDITI	4/10/2019	5/1/2019	4/30/2019	orders@wyomingtitle.com
-------------------	--------------------	-----------	----------	-----------	-------------------------

<none>
(4/30/2019 4:26 PM STOL)
See Wyoming Title & Escrow comments in the attachment

Police	NO COMMENT	4/10/2019	5/1/2019	4/10/2019
--------	------------	-----------	----------	-----------

Todd Smith

Public Works	APPROVED W/CONDITI	4/10/2019	5/1/2019	5/10/2019
--------------	--------------------	-----------	----------	-----------

Brian Lenz

Project Reviews

Report By: Brendan Conboy

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
(5/10/2019 12:56 PM BTL)					
FINAL PLAT – APPROVED					

P19-071 and 072
ADDRESS: 310 and 320 Aspen Drive
OWNER: 310 320 Aspen Drive, LLC
APPLICANT: Nelson Engineering

5/10/2019
Brian Lenz, 733-3079

DATE OF SUBMITTAL: April 10, 2019
DATE OF MATERIALS: Plat Sheets, 3/6/2019; Letter April 1, 2019
REVISION NO.: 00

BOND FOR MONUMENTATION: \$5000
Bond will be released once monuments are set or verified to be in place and undisturbed by a Wyoming licensed surveyor.

PRIOR TO PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED:

GENERAL

1. Agree with title company review that the name may be confusing.

LDRs 8.5.3.D Subdivision PLAT CONTENT

1. Provide a statement on the plat or application that there is no fault line on property, per Section 5.4.3.B.
2. A plat shall not include:
 - a. b. Notes designating zoning district.

LDRs 8.5.3.E Subdivision Subdivision Improvement Agreement

1. No Subdivision Improvement Agreement is required for this subdivision.

CERTIFICATE OF ENGINEER

1. Stormwater facilities shall be included in the certificate.

CERTIFICATE OF OWNER

1. Provide clarification on whether stating that the Common Area Lot 5 allows for units 2 and 4 to operate and maintain their water and sewer services that are not shared with units 1 and 3 is necessary.
2. Provide clarification on if the association owns the water and sewer utilities or if they are the responsibility of the unit owner.

Any fencing constructed within the subdivision shall not disturb installed survey monumentation.

A digital copy of the approved plat shall be provided in a form acceptable to the maintainer of the County GIS.



PLAT REVIEW

Name of Proposed Plat: The Townhomes at Aspen Hill Addition to the Town of Jackson

Legal Description:

Prior Legal:

Parcel 1:

Lot 1 of Block 3 of the Aspen Hill Lots, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on May 13, 1938 as Plat No. 124.

AND

That part of the W1/2 NE1/4 SE1/4, Section 33, T41N, R116W, 6th P.M., Teton County, Wyoming being more particularly described as follows:

COMMENCING at the SE1/16 Corner Section 33, monumented with an iron pipe with an iron cap inscribed "Phillip G Morton Jackson Wyoming T41N R116W S33 SE 1/16 SS 1961";
THENCE N 01°27'10" E, 905.37 feet along a Sixteenth line of said Section 33 to the SE corner of the Green Mountain Addition Plat No. 1069 recorded in the Office of the Clerk of Teton County, Wyoming, AND the true POINT OF BEGINNING;
THENCE continuing along the Sixteenth line and the easterly boundary of the Green Mountain Addition Plat No. 1069, N 01°27'10" E, 149.84 feet to the NE corner of the Green Mountain Addition Plat No. 1069;
THENCE departing said Sixteenth line and the easterly boundary of the Green Mountain Addition Plat No. 1069, S 89°05'38" E, 13.21 feet to the NW corner of Lot 1, Block 3, Aspen Hill Lots Plat No. 124 recorded in said Office;
THENCE along the westerly line of Lot 1, Block 3, Aspen Hill Lots Plat No. 124, S 00°18'02" W, 149.85 feet to the SW corner of Lot 1, Block 3, Aspen Hill Lots Plat No. 124;
THENCE departing said westerly line of Lot 1, Block 3, Aspen Hill Lots Plat No. 124, N 89°03'29" W, 16.22 feet to the SE corner of the Green Mountain Addition Plat No. 1069 and the POINT OF BEGINNING.

Parcel 2:

Lot 2 of Block 3 of the Aspen Hill Lots, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on May 13, 1938 as Plat No. 124.

New Legal:

Lots 1, 2, 3, 4, 5 of The Townhomes at Aspen Hill Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on (DATE RECORDED), as Plat Number (PLAT NUMBER ASSIGNED).

Reference: W-19872

Title:

Vesting: 310 320 Aspen Dr, LLC, a Delaware limited liability company

Are there any title problems? ☒ Yes ☐ No

Does title vesting match ownership as shown on proposed plat? ☐ Yes ☒ No

If title is vested in non-natural entities, have copies of corporation or LLC documents been reviewed? ☐ Yes ☒ No

Access:

Legal: ☒ Yes ☐ No Physical: ☒ Yes ☐ No

Access to Lots 1 and 3 is Aspen Drive and Access to Lots 2 and 4 is Pine Drive.

Lots:

Are lots progressively numbered? ☒ Yes ☐ No ☐ N/A

Does plat vacate lots from which these lots are platted? ☒ Yes ☐ No ☐ N/A

Are lot dimensions shown? ☒ Yes ☐ No ☐ N/A

Streets:

Are streets ☐ dedicated to the public OR ☐ private, with rights of way granted to each lot owner? ☒ N/A There are no streets within the plat boundary.

Easements/Encumbrances:

Are all easements/encumbrances shown on W-19724 listed on the plat?
☒ Yes ☐ No ☐ N/A

Certificates: Are the following certificates included in the plat?

Owner's Certificate (WS 34-12-103)	☒ Yes	☐ No
Is Owner's Certificate executed by the correct party?	☐ Yes	☒ No
Surveyor's Certificate	☒ Yes	☐ No
Mortgagee's Certificate (WS 34-12-102)	☐ Yes	☒ No

Requirements:

- 1) The Certificate of Owner signature block/notary block and Owner and Subdivider (lower right hand corner page 1), should be updated to show the vested owner. The state of organization is incorrect and there is a period after Dr that shouldn't be included. The current vested owner is 310 320 Aspen Dr, LLC, a Delaware limited liability company.
- 2) A notary block is missing for the Certificate of Approval for the Town Council.
- 3) The Legal Description on the Declaration appears to be missing "Thence departing said Sixteenth line and the easterly boundary line of said Green Mountain Addition," before the call S89°03'44"E, 13.23 feet. There is also reference to Aspen Hills Lots, which should be Aspen Hill Lots.

Comments:

- 1) Organizational documents for 310 320 Aspen Dr, LLC, a Delaware limited liability company should be reviewed to make sure the company exists, is in good standing, and to determine who has the authority to sign on behalf of the company.
- 2) The recording date, May 13, 1938, is missing from the Certificate of Surveyor for Plat No. 124.
- 3) Agent is misspelled in the Certificate of Owner notary block
- 4) The legal description shown in the right hand corner under the name of the plat is confusing. It appears that there should be an "and" after Lot 1 and Lot 2, Block 3 of Aspen Hill Lots, Plat No. 124, and before a Part of of NE1/4 SE1/4, Section 33, Range 116 West, to clarify that the metes and bounds description in Warranty Deed Document 0937257 is included.
- 5) There currently exists Plat No. 1321, Aspen Hill Townhomes Addition to the Town of Jackson. This name is so similar to this proposed plat, Townhomes at Aspen Hill Addition to the Town of Jackson, that it will likely create confusion. From a title perspective, I can foresee issues with mis-posting and identifying these two separate townhome subdivisions both located in the town Jackson.
- 6) The use of both Lots and Units on the Plat and Declaration is confusing. From a title perspective, I typically view Units as Condominium Units (air space).
- 7) In the Declaration Article II, Part 7, it appears four separate Limited Common Area walkways is listed twice.
- 8) 2018 taxes for Lot 1, Block 3 Aspen Hill Lots are delinquent.

Signed by:



Laura Ethington

4/30/19

Date



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

May 13, 2019

Town of Jackson Planning & Building Department
P.O. Box 1687

Attn: Tiffany Stolte and Brendan Conboy

Re: The Townhomes at Aspen Hill Addition, 310, 320 Aspen Dr.
Plat Review

Dear Tiffany and Brendan,

I have reviewed the plat submitted with the above-referenced subdivision application. I find the following errors and/or omissions noted below:

1. CERTIFICATE OF SURVEYOR – the description for small tract appurtenant to Lot one should begin with the word “BEGINNING” instead of “Commencing”.
2. CERTIFICATE OF APPROVAL – Signatures should include names of officials and lines for a notary to attest each of the signatures.
3. CERTIFICATE OF OWNER – a. The owner identified on the signature line should include the words “a Delaware limited liability company”, the line as currently written omits the word Delaware.
b. The signature line should identify the person(s) signing and their relationship to the owner.
4. The zoning district is identified on the plat, and according to the town regulation 8.5.3 D 3b “A plat shall not include notes designating zoning district”. Therefore, surveyor should remove that reference.

This review of submitted information is for general compliance with the Town of Jackson and State of Wyoming subdivision requirements. I do not assume responsibility for correctness of dimensions or calculations. This review indicates only that an examination of the materials in the application has been made.
Thank you for the opportunity to perform this review.

Sincerely,

Kenneth Magrath Wyoming PLS #8469
Jorgensen Associates, P.C.

Cc: Nelson Engineering

June 10, 2019

Town of Jackson
P.O. Box 1687
Jackson, WY 83001

ATTN: Brendan Conboy, Associate Planner

RE: Townhouse Subdivision (P19-071 & P19-072)

Dear Brendan:

This letter accompanies a drawing of the revised Townhouse Subdivision map referenced above.

In response to the comments of the County Surveyor, I make the following remarks:

Comments:

1. Certificate of Surveyor - The description of the small tract has been revised to state "*Beginning* instead of *Commencing*".
2. Certificate of Approval - A notary has been added to all signatures.
3. Certificate of Owner - the omitted word "*Delaware*" has been added to the signature line for the owner.
 - The relationship to the owner shall be added to the signature line of the owner.
4. The zoning district information has been removed from the plat.

In response to the comments of the **Title Company** I make the following remarks:

Requirements:

1. The Certificate of Owner signature block has been corrected to show the state of origin as "*Delaware*" and period has been removed after Aspen Dr.
 - Under the Owner and Subdivide address information has been corrected to show the correct origin state of 310 320 Aspen Dr, LLC as *Delaware*.
2. Certificate of Approval - A notary has been added to all signatures.
3. The CCRs shall be corrected.

Comments:

1. Organizational documents for *310 320 Aspen Dr, LLC* shall be supplied.
2. The recording date has been added to the Certificate of Surveyor regarding Plat No. 124.
3. The word *Agent* spelling has been corrected.
4. The legal description of the plat in the lower right-hand corner has been changed to add the additional tract of land to the Title.
5. The name of the Plat has been changed to "*Snow King Village Townhomes...*"
6. The reference to *units* shall be removed from the plat and CCRs.
7. Article II, Part 7 of the Declaration shall be corrected to omit the duplicate reference to "four Common Area walkways".

28 May 2019
Project No. 17-271-02
Title Review Continued;

8. Not a matter of the plat.

In response to the comments of **Brian Lenz**, I make the following remarks:

General

1. The name of the plat has been changed to ***"Snow King Village Townhomes"***.

Plat Content

1. The property does not lie within a fault line and Section 5.4.3.B states *if* the property lies within a fault line that it is listed on the plat.
2. The zoning information has been removed from the plat.

Certificate of Engineer

1. Stormwater facilities has been added to the Certificate of Engineer.

Certificate of Owner

1&2. It is defined in the Declaration "Article V, V.3 Common Utilities, Facilities and Services", within it, it defines that the owner shall have the responsibility to maintain, repair, replace and keep in a clean safe and sanitary condition all portions of the Owners Units and utilities and facilities serving just that Unit. It also states if one or more Units utilize a common utility service, ... the Board shall maintain, repair and replace as needed.

In response to the comments of the **Legal Department** I make the following remarks:

1. All 7 encumbrances in the Title Report have been addressed.

In response to the comments of the **Clerks Office**, I make the following remarks:

1. The name of the subdivision has been changed to ***"Snow King Village Townhomes"***.
2. The plat Title in the lower right-hand corner is not an appropriate place to put a metes and bound legal description, it is included in the Certificate of Surveyor. "And that additional tract of land to Lot 1 described in Warranty Deed Document No. 0937257" has been added to the Title.
3. See number 2 above.
4. The State of origin of the LLC has been corrected under the Owner and Subdivider.
5. A notary has been added to all signatures under the Certificate of Approval.
6. The reference to Plat No. has been capitalized.
7. The reference to Plat No. has been capitalized.
8. The reference to Lot under the 6th paragraph under Certificate of Owners has been corrected to ***Lots***.
9. Certificated of Owners 7th paragraph, the name of the plat has been changed.
10. Certificated of Owners 8th paragraph, the name of the plat has been changed.
11. Certificated of Owners 9th paragraph, the reference to units has been changed to lots.
12. Certificated of Owners 8th paragraph, the name of the plat has been changed.
13. The additional State of Wyoming has been removed above the signature line under the Certificate of Owner.
14. Delaware has been added to the signature line for 310 320 Aspen Dr LLC
15. Certificate of Owner the word Agent spelling has been corrected.
16. Page 2, the adjacent owners name has been corrected.
17. The CCRs shall be corrected.

28 May 2019
Project No. 17-271-02

I believe this address all the comments and requirements applicable to the approval and filing of the accompanying plat. Please call me if you have any questions or concerns.

Sincerely,

See Encl. on behalf of Lucas Rudolph

Lucas D. Rudolph

LDR/

Encl.

S:\Programs\2017-18\2018 & 2019\Aspen Drive - Planning & Const. Studing - New Vest\Subdivision Application\Townhouse Plat.dwg, Certificate sheet - Jun 11 2019 09:00:23 pm PLOTTED BY: hurchner BUG FORMAT: 230

CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Teton)ss

I, Lucas D. Rudolph, hereby certify, to the best of my knowledge and belief:

that by authority of the owners I have subdivided the lands shown on this plat for townhouse ownership to be known as **Snow King Village Townhomes Addition to the Town of Jackson**

That the lands of this subdivision are identical with and described as:

Lot 1 and Lot 2, Block 3 of Aspen Hill Lots, Plat No. 124, recorded on May 13, 1938, a subdivision of record in the Office of the Teton County Clerk and located in the NE1/4 SE1/4, Section 33, T41N, R116W, 6th P.M., Town of Jackson, Teton County, Wyoming;

AND THAT ADDITIONAL TRACT OF LAND TO LOT 1 AS DESCRIBED IN WARRANTY DEED, DOCUMENT NO. 0937257, RECORDS OF THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING AND MORE PARTICULARLY DESCRIBED BELOW:

That part of the W1/2 NE1/4 SE1/4, Section 33, T41N, R116W, 6th P.M., Teton County, Wyoming being more particularly described as follows:

Beginning at the southeast corner of the Green Mountain Addition, Plat No. 1069, as recorded in the Office of the Clerk of Teton County, Wyoming;
THENCE along the Sixteenth line of Said Section 33 and the easterly boundary line of Said Green Mountain Addition, N 01°27'10" E, 149.80 feet, to the northeast corner of Said Green Mountain Addition;
THENCE departing said Sixteenth line and the easterly boundary line of Said Green Mountain Addition, S 89°03'44" E, 13.23 feet to the Northwest corner of Lot 1, Block 3, Aspen Hill Lots Plat No. 124 recorded in said Office;
THENCE along the westerly line of Lot 1, Block 3, Aspen Hill Lots Plat No. 124, S 00°17'49" W, 149.83 feet to the SW corner of Lot 1, Block 3, Aspen Hill Lots Plat No. 124;
THENCE departing said westerly line of Lot 1, Block 3, Aspen Hill Lots Plat No. 124, N 89°02'48" W, 16.25 feet to the SE corner of the Green Mountain Addition Plat No. 1069 and the POINT OF BEGINNING.

That this plat was made from the notes of surveys made by me, or under my direction, in 2018 and 2019 and from records in the Office of the Teton County Clerk;

that all dimension and areas are correctly shown;

Said Parcel contains 0.439 acres, more or less, and is subject to easements, restrictions, reservations, and conditions, of sight and/or of record, including, but not limited to those shown hereon

Lucas D. Rudolph, Wyoming Professional Land Surveyor 15442

The foregoing instrument was acknowledged before me by Lucas D. Rudolph this _____ day of _____, 2019.

Witness my hand and official seal.

Notary Public My commission expires:_____

CERTIFICATE OF APPROVAL

State of Wyoming)
County of Teton)ss
City of Jackson)

The foregoing Subdivision, **Snow King Village Townhomes Addition to the Town of Jackson**, was approved at the regular meeting of the Jackson Town Council on the _____ day of _____, 2019 in accordance with Section 15–1–415 Wyoming Statutes.

Attest: Town of Jackson

Sandra P. Birdyshaw, Clerk

Peter Muldoon, Mayor

Brian T. Lenz, Town Engineer

Tyler Sinclair, Planning Director

The foregoing instrument was acknowledged before me by Pete Muldoon, Mayor, this _____ day of _____, 2019.

Witness my hand and official seal.

Notary Public My commission expires:_____

The foregoing instrument was acknowledged before me by Sandy P. Birdyshaw, Clerk, this _____ day of _____, 2019.

Witness my hand and official seal.

Notary Public My commission expires:_____

The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this _____ day of _____, 2019.

Witness my hand and official seal.

Notary Public My commission expires:_____

The foregoing instrument was acknowledged before me by Tyler Sinclair, Planning Director, this _____ day of _____, 2019.

Witness my hand and official seal.

Notary Public My commission expires:_____

CERTIFICATE OF OWNERS

State of Wyoming)
County of Teton)ss

The undersigned owner and proprietor of the lands described in the Certificate of Surveyor and shown hereon hereby certify:

that the foregoing subdivision and the survey and measure of the lands and common areas as shown hereon is with the free consent and in accordance with the desires of the undersigned owner and proprietor;

That the name of the subdivision shall be **SNOW KING VILLAGE TOWNHOMES ADDITION TO THE TOWN OF JACKSON**;

That access to Lot 1 and Lot 3 is from Aspen Drive and access to Lot 2 and Lot 4 is from Pine Drive;

That this subdivision is subject to that 10 foot wide Distribution Gas & Electric Easement as shown hereon, as described in Document No. 0959890, records of the Office of the Teton County Clerk;

That this subdivision is subject to all matters delineated on Plat of Aspen Hill Lots, Plat No. 124 and to all matters as delineated on Map of Survey of Lot 1 & 2, Block 3 of the Aspen Hill Lots, Plat No. 124, Map T–54A, records of the Office of the Teton County Clerk;

That Lot 1 and Lot 2 of Block 3 of Aspen Hill Lots, Plat No. 124, as recorded in the Office of the Teton County Clerk, is hereby vacated in accordance Sections 34–12–106 through 34–12–110, Wyoming Statutes, as amended, and the Clerk is respectfully requested to write "vacated" across said lots, it being reconfigured as shown hereon;

That this subdivision is subject to the Declaration of Covenants, Conditions and Restrictions for Snow King Village Townhomes Addition to the Town of Jackson, to be filed concurrent with this Plat;

that the Common Area, Lot 5, shall be conveyed by recorded deed to Snow King Village Townhomes Property Owners Association;

that the Common Area, Lot 5, being that portion of this subdivision lying outside of the building footprint as shown hereon and being a portion of the general common elements of this subdivision, is hereby dedicated to the use and enjoyment of the owners of lots within this subdivision;

that the Limited Common Areas, portions of the General Common Area, Lot 5, shown on this plat as LC followed by the associated lot number, are hereby dedicated to the exclusive use and enjoyment of the owner of the associated lot, subject to the right and obligation of Snow King Village Townhomes Property Owners Association to enter upon all of said Limited Common Areas for all purposes permitted by the Declaration, including without limitation the installation, repair and maintenance of the improvements constructed upon the lots, or within the subdivision, and any utility features, including drainage facilities, serving this subdivision;

that an easement across the Common Area, Lot 5, of this subdivision is hereby granted to those utility companies, their successors and assigns, serving this subdivision for the construction, maintenance and repair of utility services for this subdivision, and that the right to grant further easements across said Common Area is hereby reserved to the undersigned owner, his successors and assigns, for the purpose of providing access and utility services to this subdivision;

that access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson;

that access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles;

that the seller does not warrant to purchaser that he shall have any rights to the continued natural flow of any stream or river within or adjacent to the subdivision;

that Wyoming law does not recognize any riparian rights to the continued natural flow of a stream or river to persons living on the bank of the stream or river;

that all rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released;

that this subdivision is subject to rights–of–way, easements, restrictions, reservations, and conditions, of sight or of record, including but not limited to those shown hereon.

310 320 Aspen Dr, LLC, a Delaware limited liability company

BY:

The foregoing instrument was acknowledged before me by _____, as _____ of 310 320 Aspen Dr, LLC, a Delaware limited liability company, and known to me to be member or designated agent of the limited liability company. this _____ day of _____, 2019.

Witness my hand and official seal.

Notary Public

CERTIFICATE OF ENGINEER

State of Wyoming)
County of Teton)ss

I, Matt R. Bowers, hereby certify that the water distribution, sewer collection facilities and the storm water facilities designed for the foregoing subdivision are adequate and safe, and meet Federal, State, and Town of Jackson requirements if built as designed and operated correctly.

Matt R. Bowers, Wyoming Professional Engineer 10229

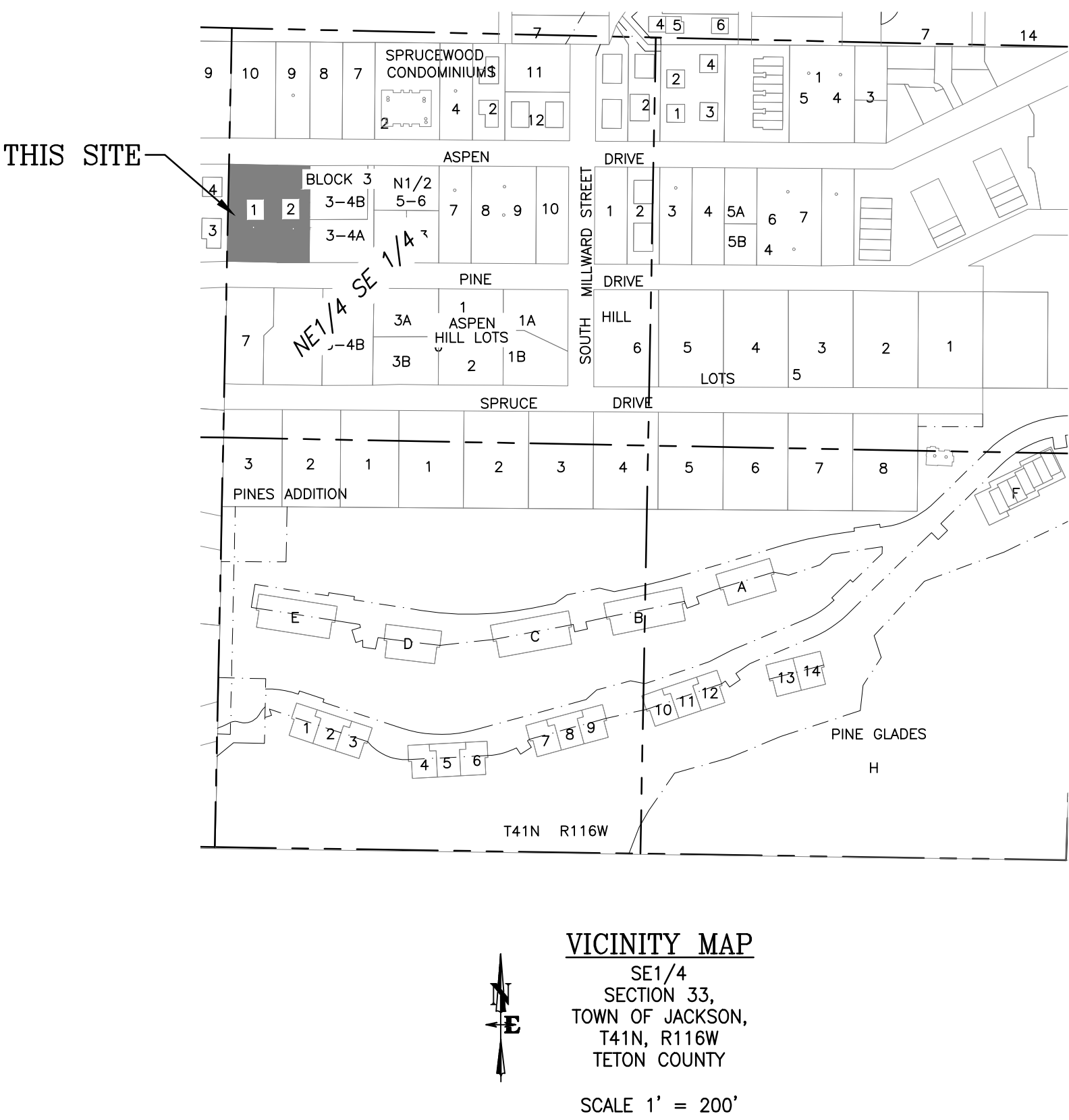
The foregoing instrument was acknowledged before me by Matt R. Bowers this _____ day of _____ 2019. Witness my hand and official seal.
Notary Public My commission expires:

Owner and Subdivider:

310 320 Aspen Dr, LLC,
a Delaware limited liability company
Box 13308
Jackson, WY 83002
(307) 201–8188

Surveyor and Engineer:

Nelson Engineering
Box 1599
Jackson, Wyoming 83001
(307) 733–2087



Number of Lots: 5

Lot 1 = 0.029 acres (Residential Townhouse Lot)
Lot 2 = 0.030 acres (Residential Townhouse Lot)
Lot 3 = 0.044 acres (Residential Townhouse Lot)
Lot 4 = 0.044 acres (Residential Townhouse Lot)
Lot 5 = 0.292 acres (Common Area)

Total Project Acreage: 0.439 acres

THIS SUBDIVISION WILL BE SERVED BY THE TOWN OF JACKSON WATER SUPPLY AND SEWAGE COLLECTION AND TREATMENT SYSTEMS

SELLER DOES NOT WARRANT TO PURCHASER THAT HE HAS ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER TO PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER

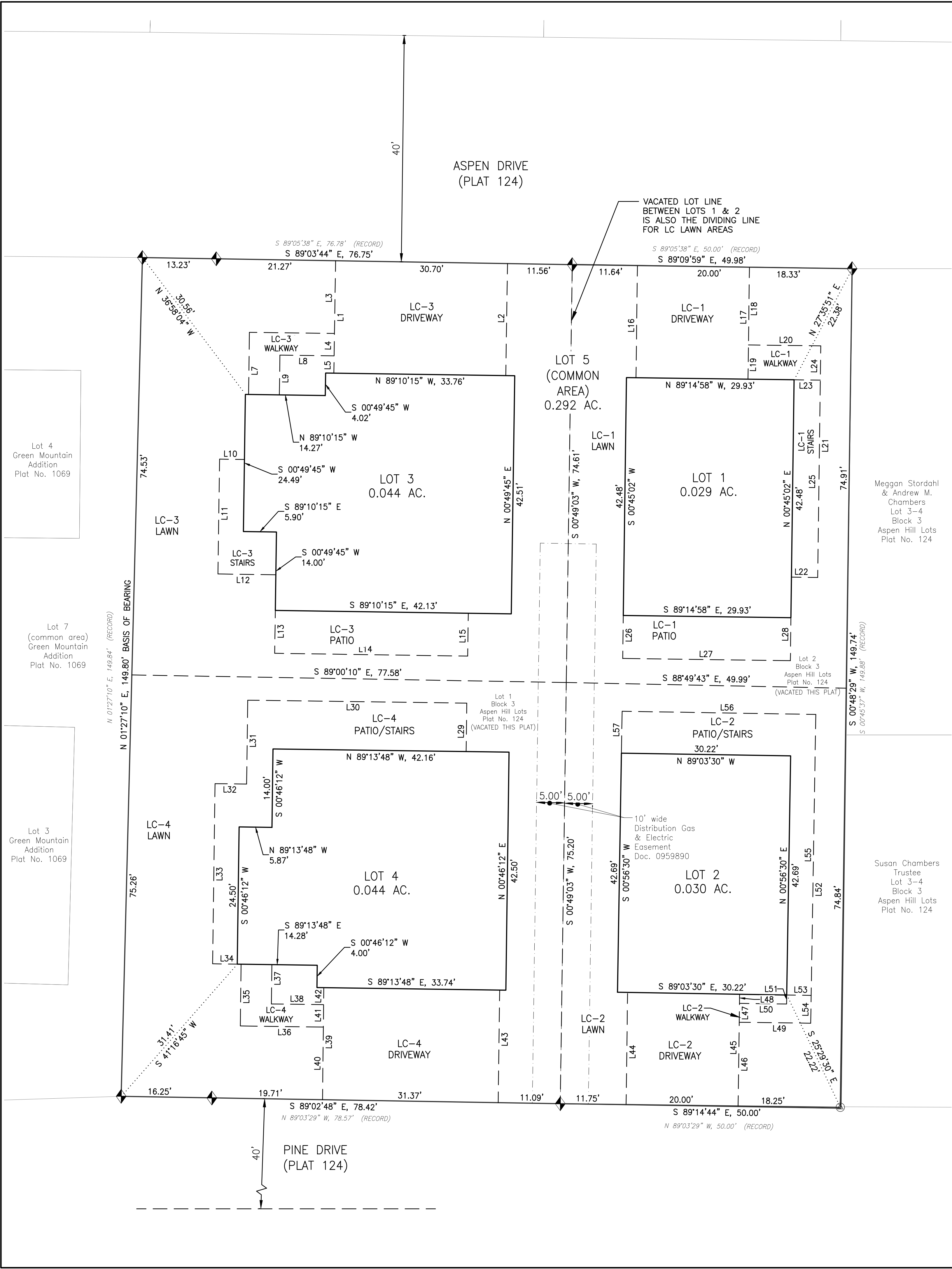
THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

Snow King Village Townhomes Addition to the Town of Jackson

Identical with
LOT 1 AND LOT 2, BLOCK 3
of
ASPEN HILL LOTS, Plat No. 124
and that additional tract of land to Lot 1
as described in Warranty Deed Document No. 0937257

being a part of the
NE1/4 SE1/4, Section 33
Township 41 North,
Range 116 West, 6th P.M.
Town of Jackson,
Teton County, Wyoming

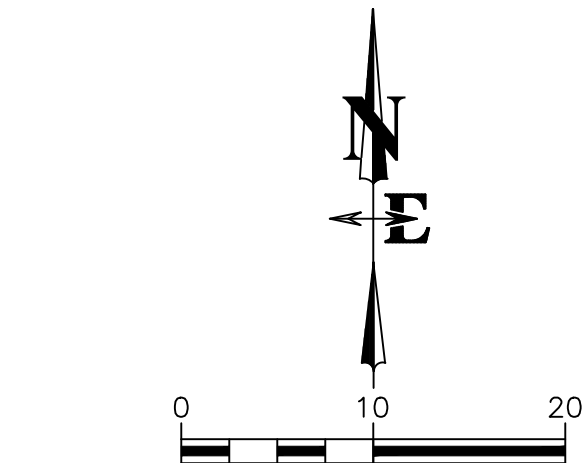
DRAWING NO 1 of 2	JOB TITLE 310 320 Aspen Dr LLC 310 and 320 Aspen Drive	DRAWING TITLE Certificate Sheet Subdivision Plat	REV. 6-10-19
	JOB NO 17-271-01		
		DATE 3/06/2019	
		SURVEYED NE	
		ENGINEERED MB	
		DRAWN SK	
		CHECKED LR	
		APPROVED LR	
		NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	



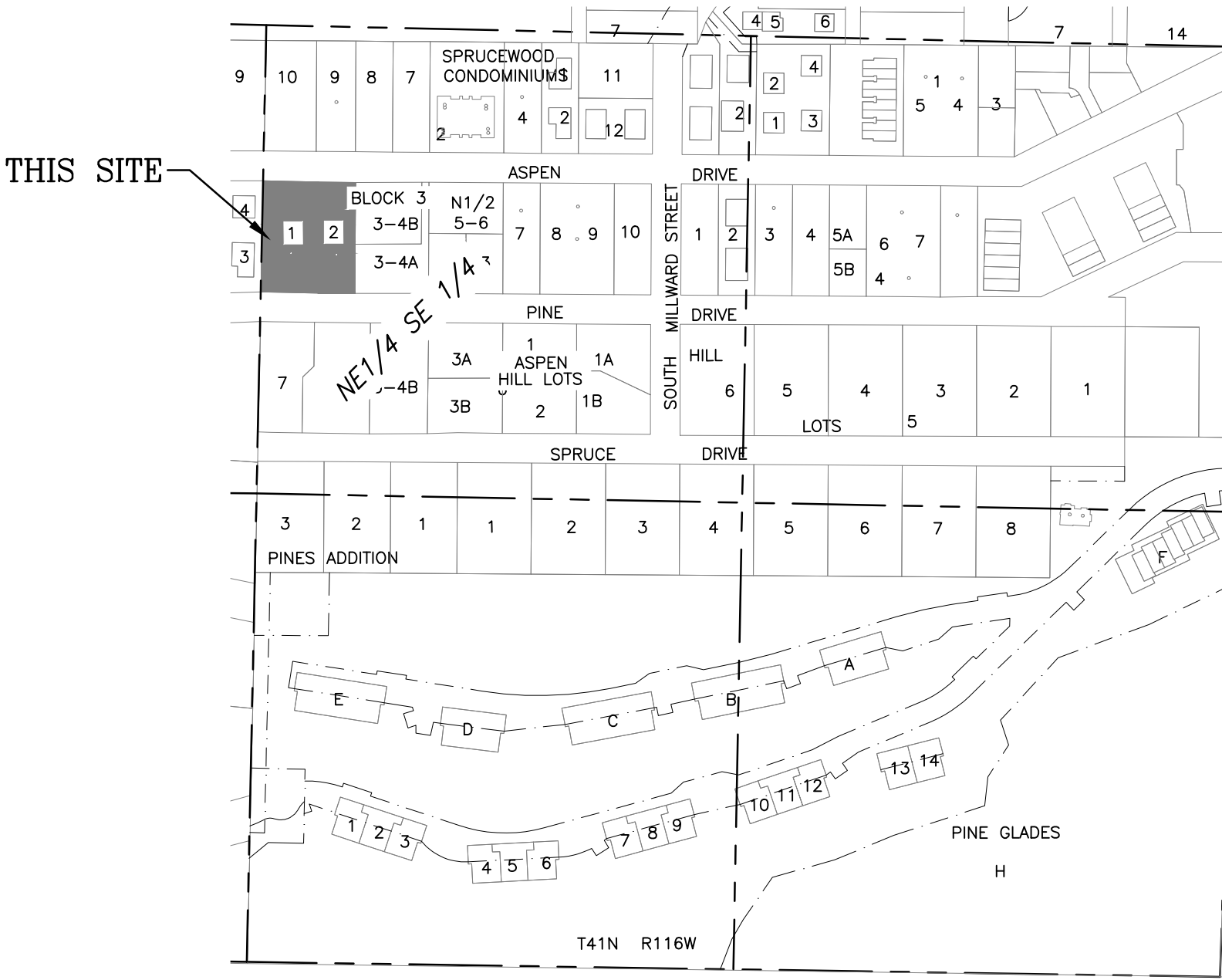
LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N00°53'48"E	20.07
L2	N00°53'48"E	19.96
L3	S01°08'29"W	12.97
L4	S01°08'29"W	4.00
L5	S01°08'29"W	3.09
L6	N89°14'57"W	15.19
L7	S00°45'03"W	11.09
L8	N89°14'57"W	9.68
L9	S00°45'03"W	7.10
L10	S89°06'33"E	4.44
L11	N00°49'45"E	20.51
L12	N89°10'15"W	10.34
L13	N00°49'45"E	7.66
L14	S89°10'15"E	34.46
L15	N00°49'45"E	7.66
L16	N00°45'03"E	20.02
L17	S00°45'03"W	19.99
L18	S00°59'44"W	13.88
L19	S00°59'44"W	6.12
L20	S89°14'57"E	12.91

LINE TABLE		
LINE #	BEARING	DISTANCE
L21	N00°45'02"E	41.35
L22	S89°14'58"E	4.69
L23	S89°14'57"E	4.69
L24	S00°59'43"W	6.12
L25	S00°59'43"W	35.23
L26	S00°45'02"W	7.69
L27	S89°14'58"E	29.93
L28	N00°45'02"E	7.69
L29	N00°46'12"E	8.64
L30	N89°13'48"W	39.11
L31	S00°46'12"W	14.98
L32	N89°13'48"W	5.64
L33	S00°46'12"W	32.17
L34	S89°13'48"E	4.40
L35	S00°44'53"W	11.03
L36	S89°14'57"E	14.82
L37	S00°45'03"W	7.03
L38	S89°14'57"E	9.32
L39	S00°39'28"W	20.00
L40	N00°36'35"E	12.97

LINE TABLE		
LINE #	BEARING	DISTANCE
L41	N00°45'03"E	4.00
L42	N00°44'27"E	3.03
L43	S00°45'03"W	20.10
L44	S00°45'03"W	19.83
L45	S00°45'03"W	19.96
L46	N00°45'03"E	14.96
L47	N00°45'03"E	3.37
L48	N00°45'03"E	1.63
L49	N89°14'57"W	12.77
L50	S89°14'57"E	8.40
L51	N00°44'59"E	1.60
L52	S00°56'30"W	55.13
L53	N89°03'30"W	4.37
L54	N00°56'30"E	4.96
L55	N00°56'30"E	50.17
L56	S89°03'30"E	34.58
L57	N00°56'30"E	7.47



- LEGEND
- = PROPERTY LINE
 - - - = EASEMENT LINE
 - - - - = VACATED LOT LINE
 - . - . = LIMITED COMMON AREA
 - ⬮ = FOUND REBAR WITH ALUMINUM CAP "PLS 3831"
 - ⊙ = FOUND T-STAKE "PE&LS 578"



VICINITY MAP
SE1/4
SECTION 33,
TOWN OF JACKSON,
T41N, R116W
TETON COUNTY
SCALE 1' = 200'

Zoning District: (NM1) Neighborhood Medium Density-1
Number of Lots: 5
Lot 1 = 0.029 acres (Residential Townhouse Lot)
Lot 2 = 0.030 acres (Residential Townhouse Lot)
Lot 3 = 0.044 acres (Residential Townhouse Lot)
Lot 4 = 0.044 acres (Residential Townhouse Lot)
Lot 5 = 0.292 acres (Common Area)
Total Project Acreage: 0.439 acres

Snow King Village Townhomes Addition to the Town of Jackson

Identical with
LOT 1 AND LOT 2, BLOCK 3
of
ASPEN HILL LOTS, Plat No. 124
and that additional tract of land to Lot 1

being a part of the
NE1/4 SE1/4, Section 33
Township 41 North,
Range 116 West, 6th P.M.
Town of Jackson,
Teton County, Wyoming

DATE

3/06/2019

SURVEYED

NE

ENGINEERED

MB

DRAWN

SK

CHECKED

LR

APPROVED

LR

DRAWING TITLE

Site Plan

Subdivision Plat

JOB TITLE

310 320 Aspen Dr LLC

310 and 320 Aspen Drive

DRAWING NO

2 of 2

JOB NO

17-271-01

REV.

6-10-19

NELSON
ENGINEERING

P.O. BOX 1599, JACKSON WYOMING (307) 733-2087



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Public Works

PRESENTER: Brian Lenz, Town Engineer

MEETING DATE: June 17, 2019

SUBJECT: Connection and Use Agreement for Water and Sewer for JH Classical Academy at 2500 South Park Loop (P19-068)

STATEMENT/PURPOSE

The purpose of this item is for the Jackson Town Council to consider a formal request from the Jackson Hole Classical Academy (JHCA) to connect their proposed new school located at 2500 S. Park Loop Road to the Town of Jackson's water distribution and wastewater collection / treatment systems.

BACKGROUND/ALTERNATIVES

The staff report for this item on the June 3 Town Council Regular Meeting agenda provides additional background information; not all of it is duplicated herein.

JHCA is finalizing agreements to locate a new private school on 40 acres south of Jackson at 2500 South Park Loop Road, east of the main entrance to the 3 Creek Ranch subdivision, to build a new campus to accommodate a total of 265 students and 40 faculty members. A performing arts auditorium and a potential future addition to the school are also proposed as part of the campus. JHCA hired Bergmann Architects Engineers Planners from Lansing, Michigan as the lead design consultant and Y2 Consultants as the local liaison for the project.

The water and sewer demand for the campus have been calculated based upon the peak demands of the proposed occupancies. Water will be provided using an 8-inch tap of the existing 12-inch water main that runs along the west side of South Park Loop Road. The sewer will be provided using an on-site private gravity system that feeds to a private lift station that ultimately discharges into the existing 6-inch force main located along the west side of South Park Loop Road. Preliminary water demands and wastewater volumes are summarized in the table below:

Average Domestic Water Demand/Sanitary Sewer Flow	12,085 Gallons per Day
Average Domestic Water Demand/Sanitary Sewer Flow	26 Gallons per Minute
Peak Domestic Water Demand	104 Gallons per Minute
Peak Sanitary Sewer Flow	104 Gallons per Minute

JHCA is currently planning to build temporary structures and facilities for occupancy by the beginning of the 2019-2020 school year (September 2019). Final design and construction of the permanent structures would follow. The duration of this temporary accommodation is approximately 2-4 years. At the June 3, 2019 Town Council Meeting, JHCA indicated that it would be useful to at least have permission to temporarily connect from the new location, with equivalent capacity needs to their current usage. JHCA stated temporary connects are feasible, but that the infrastructure required for the temporary connection does not easily convert to accommodate onsite systems in the event permanent connections are not approved.

Following relocation to the new site, JHCA will no longer have control over its existing connection at its current location, which could be utilized by another party upon request/approval. For this reason staff does not recommend considering the application as limited to a change in point of connection.

If connections to the Town's systems are allowed, JHCA accepts all responsibility for annual maintenance, repairs, upkeep and future replacement of its proposed water and wastewater improvements from the campus to the Town's water and wastewater systems. Also, it agrees to meet all required Wyoming DEQ and Town of Jackson standards relating to its water and wastewater systems operations, maintenance, and replacement. Further, JHCA would be responsible for the costs of a third party review of their proposed connections and designs. JHCA would be subject to any future rate changes established by the Town for water and water and wastewater utilities.

On April 17, 2019 Town staff discussed with JHCA the Town's plans to conduct water and wastewater capacity and rate studies in the next fiscal year. The Town's wastewater treatment plant is currently at approximately 60-65% capacity, and best practice is to not exceed 80% of capacity. One goal of these studies is to understand how much of the remaining 15-20% the Town will need in order to meet its anticipated future demands based on full zoning build-out.

These capacity and rate studies are the bigger-picture context through which several upcoming connection requests should be considered. Staff recommends that these studies include policy direction on the priority for using the existing and future capacity of the systems. For example, should existing development be prioritized over new development, should properties within the Town be served before properties outside the Town in the County, should properties with immediate life, safety, and welfare concerns (i.e. drinking water contamination) be given priority, etc. At this time the Town has been dealing with requests outside the Town corporate limits on a case by case basis. Staff notes that one of the most recent connections outside the Town limits has led to significant staff time in the legal department, public works and administration to address ongoing issues and disputes.

ALTERNATIVES:

JHCA could provide its own water supply through a private water well and treatment system, and could utilize an on-site wastewater treatment system. Given the possibility of delay in connection to the Town's infrastructure JHCA has been in touch with the Wyoming Department of Environmental Quality (DEQ) regarding the process for pursuing a septic system option. Multiple options exist for on-site wastewater treatment that are compliant with DEQ standards. This list includes examples, but is not all-inclusive:

- Septic system – several septic systems exist throughout the County outside Town of Jackson limits. Older systems, and those that are not properly maintained, can contribute nutrients to surrounding soils and potentially enter and pollute groundwater and/or surface waters. Properly designed and well-maintained systems pose less risk to the environment. Multiple types of septic systems are available, and some include pre-treatment which reduces both the waste pollutants and required drain field size.
- Membrane bioreactors or sequencing batch reactors – typically within tanks that separate “sludge” from the treated/clean water.
- Aerobic and biofilter – may include treatment within tanks, constructed surface ponds, or engineered wetlands.

Components of these systems may additionally include chemical treatment, composting, ultraviolet radiation, or other means/methods. Some of these systems' effluent can achieve high enough water quality to be discharged directly to surface waters or injected underground, or to be reused on-site for landscaping water features, irrigation, toilet flushing, or in combination with the water treatment system to achieve drinking water quality standards. Additionally, byproducts during the treatment process can be captured and reused, such as in a waste-to-energy system, which could further offset on-site resource/utility costs. JHCA could further utilize these systems as interactive educational tools for their students. Case example:

<https://www.biohabitats.com/project/sidwell-friends-middle-school-natural-wastewater-and-stormwater-treatment-reuse-system/>

COMPREHENSIVE PLAN ALIGNMENT

See June 3, 2019 Staff report for information regarding comprehensive plan alignment.

STAKEHOLDER ANALYSIS

Per the Town of Jackson Municipal Code the Town Council and its Mayor are the primary stakeholders in water distribution and wastewater collection / treatment systems.

Additional stakeholders are residents of the Town of Jackson and Teton County, including JHCA operators, faculty, and students, and existing water and sewer rate payers.

FISCAL IMPACT

JHCA is responsible for all design, construction, operation, and maintenance costs to the point of connection with the Town's mains. It is also responsible for the cost of a third party to review the engineering and feasibility of the proposed design.

There are one-time capacity fees that would be collected prior to connection that would be determined by the fees established in the Municipal Code at the time of application. Ongoing base and use fees would be collected as long as the connections and use continue, at rates established by the connection and use agreements and subject to future rate changes.

If additional services are connected/provided to the Town's water and sewer systems, there is a cumulative impact to the Town's operation and maintenance costs for the water supply treatment and distribution and wastewater collection and treatment systems.

STAFF IMPACT

If approved, Town Engineering and Legal staff will work with JHCA to draft the connection and use agreements for final approval of Town Council. Staff estimates this will take approximately 40-60 hours.

Following drafting the initial agreements, additional impacts will include staff time for reviewing the permit application for compliance with Town construction standards, coordinating with the third-party reviewer, and carrying out final inspections. Staff estimates this will take approximately an additional 20-30 hours.

The impact to the Town of adding these services to the JHCA at this time is minimal, but contributes to the cumulative impact to Public Works staff who maintain the water supply and sewer systems as the Town continues to connect more customers both within and outside of Town limits.

LEGAL REVIEW

Review by the former Town Attorney (Audrey Cohen-Davis) of the Town's existing water and wastewater easements, and communication with the 3 Creek Homeowner's Association determined that no challenge to the connections is anticipated.

Should Council move to approve the water and sewer connections request, the Interim Town Attorney (Lea Colasuonno) shall provide a final approval of the connection and use agreements prior to execution by the Mayor.

ATTACHMENTS

See June 3, 2019 report. No changes have been made to the attachments.

The applicant has prepared DRAFT connection and use agreements that were provided on June 12, 2019 which are not attached because they have not been reviewed by staff.

RECOMMENDATION

Options for Town Council consideration:

1. Approve and/or continue the proposed Water and Wastewater Connections only/until after completion of the capacity study and the rate study and, only if, both studies evidence the connection will not adversely impact the Town of Jackson's existing water distribution and wastewater collection / treatment systems;
2. Approve the proposed new permanent Water and Wastewater Connections and direct staff to prepare Connection & Use Agreements for review and approval at a future meeting.
3. Approve the proposed new temporary connection to accommodate equivalent of current usage, postpone decision on the request for permanent connection of the new campus until after the capacity and rate study, and direct staff to prepare Temporary Connection & Use Agreements for review and approval at a future meeting.
4. Request additional time to review the Water and Wastewater Connections as presented today and direct staff to place this item on a future Town Council Agenda.
5. Make a motion to approve the request and vote against the motion, thereby denying the application to connect at this time.
6. Other.

Note that for any of the above options involving an approved future connection (water and/or sewer), it should be known that following the rate study the determined rate may exceed current rates and will be subject to future rate changes. Connections and use of the Town's system will be subject to all future rate changes, and this would be included in the Connection & Use Agreement.

At this time staff recommends that council not approve the proposed JHCA permanent connections to the Town's water distribution and collection / treatment systems until the Town has completed their comprehensive capacity and rate studies to determine capacity needs to serve the Town of Jackson and priorities of non-Town connections for any remaining capacity.

SUGGESTED MOTION

I move to direct staff to work with the applicant to draft the connection and use agreements to the Town Sewer and Water systems for consideration by Council at a later date.

Staff notes that although staff is recommending denial of the application motions are always made in the affirmative.

OR should the council decide to proceed with the temporary connections at this time:

I move to direct staff to work with the applicant to draft the proposed new temporary connection to accommodate equivalent of current usage, postpone decision on the request for permanent connection of the new campus until after the capacity and rate study, and direct staff to draft temporary connection & use agreements for temporary connection to the Town water and waste water systems for consideration by Council at a later date.



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Public Works

PRESENTER: Brian Lenz, Town Engineer

MEETING DATE: June 3, 2019

SUBJECT: P19-068 - JH Classical Academy request permission to connect to the Town's Water Distribution and Sewer Collection / Treatment systems

STATEMENT/PURPOSE

The purpose of this item is for the Jackson Town Council to consider a formal request from the Jackson Hole Classical Academy (JHCA) to connect their proposed new school located at 2500 S. Park Loop Road to the Town of Jackson's water distribution and wastewater collection / treatment systems.

BACKGROUND/ALTERNATIVES

The JHCA is finalizing agreements to locate a new private school on 40 acres south of Jackson at 2500 South Park Loop Road, east of the main entrance to the 3 Creek Ranch subdivision, to build a new campus to accommodate a total of 265 students and 40 faculty members. A performing arts auditorium and a potential future addition to the school are also proposed as part of the campus.

The JHCA hired Bergmann Architects Engineers Planners from Lansing, Michigan as the lead design consultant and Y2 Consultants as the local liaison for the project.

On June 5, 2018 the JHCA met with Town Engineering, Wastewater, Water, Planning, and Legal staff to review its proposed connections to the Town's water and wastewater infrastructure. At this meeting the Legal Division confirmed that the connections are legal and in conformance with the Town's easements and municipal code. Preliminary water demands and wastewater volumes were determined to be reasonable for connection, but staff communicated to JHCA that approval would need to be based on the final engineering and design. Specifically, the feasibility of connecting the Town's 6-inch diameter force main with JHCA's force main and the Cottonwood Park lift station will need to be determined. Town staff stressed the approval of connections would not be provided until approval of the proposed project by the County. Since that time the Wyoming legislature has passed new legislation not requiring the JHCA to receive Planning review or approval by Teton County. The process for approval of the connections through a planning application were also established.

The water and sewer demand for the campus have been calculated based upon the peak demands of the proposed occupancies. Water will be provided using an 8-inch tap of the existing 12-inch water main that runs along the west side of South Park Loop Road. The sewer will be provided using an on-site private gravity system that feeds to a private lift station that ultimately discharges into the existing 6-inch force main located along the west side of South Park Loop Road. Preliminary water demands and wastewater volumes are summarized in the table below:

Average Domestic Water Demand/Sanitary Sewer Flow	12,085 Gallons per Day
Average Domestic Water Demand/Sanitary Sewer Flow	26 Gallons per Minute
Peak Domestic Water Demand	104 Gallons per Minute
Peak Sanitary Sewer Flow	104 Gallons per Minute

JHCA is currently planning to build temporary structures and facilities for occupancy by the beginning of the 2019-2020 school year (September 2019). Final design and construction of the permanent structures would follow.

JHCA accepts all responsibility for annual maintenance, repairs, upkeep and future replacement of its proposed water and wastewater improvements from the campus to the Town's water and wastewater systems. Also, it agrees to meet all required Wyoming DEQ and Town of Jackson standards relating to its water and wastewater systems operations, maintenance, and replacement. Further JHCA would be responsible for the costs of a third party review of their proposed connections and designs.

ALTERNATIVES:

The JHCA does have the option to provide its own water supply through a private water well and supply system and to treat its wastewater utilizing an on-site treatment and subsurface disposal or other compliant reuse system. Given the possibility of delay in connection to the Town's infrastructure JHCA has been in touch with the Wyoming Department of Environmental Quality regarding the process for pursuing this other option.

On April 17, 2019 Town staff met with JHCA again to review the sufficiency and procedure of its planning application, P19-068. At this meeting the submitted materials were reviewed and additional information for clarification was requested. Further, staff discussed the Town's plans to conduct water and wastewater capacity and rate studies in the next fiscal year.

The Town has not conducted capacity studies for the water or wastewater systems since the early 2000s and the last rate adjustments within the Town were in 2013. Given the passage of time, changes in development regulations and densities, and granted and expected additional connection requests outside of the Town limits, review and update of capacity and rates are required. The goal of the capacity and rate studies is to:

1. Determine the capacity needs for anticipated population and density demands within the Town;
2. Determine the capacity needs for anticipated population and density demands outside the Town Limits;
3. Ensure the Town continues to provide a high level of service to the mandated the service area (i.e. those within Town limits) while fully recovering costs;
4. Provide stability and predictability for the future;
5. Promote efficient resource use;
6. Ensure fairness in apportionment of total costs of service among the different ratepayers;
7. Avoid undue discrimination (subsidies) between rates for different parties served;
8. Ensure dynamic efficiency in responding to changing supply and demand patterns;
9. Ensure freedom from controversies as to proper interpretation of the rates; and
10. Ensure rates are simple and easy to understand, simple to administer, as well as lawful.

In addition, staff is recommending that this study include policy direction on what is the priority for using the existing and future capacity of the systems. For example, should existing development be prioritized over new development, should properties within the Town be served before properties outside the Town in the County, should properties with immediate life, safety welfare concerns (i.e. drinking water contamination) be given priority, etc. At this this time the Town has been dealing with requests outside the Town corporate limits on a case by case basis. Staff notes that one of the most recent connections outside the Town limits has led to significant staff time in the legal department, public works and administration to address ongoing issues and disputes.

COMPREHENSIVE PLAN ALIGNMENT

This project and the Town's desired water/sewer capacity and rate studies relate to the Town Comprehensive Plan under Common Value #1- Ecosystem Stewardship and Common Value #3- Quality of Life. Staff has provided the following sections of the Comprehensive Plan for consideration along with this request.

Common Value #1 – Ecosystem Stewardship

- Principle 1.2- Preserve and enhance water and air quality
 - o Policy 1.2.c: Monitor and maintain water quality – *calls for monitoring cumulative impacts on water quality and the effectiveness of mitigation efforts and strive to exceed State and Federal requirements for quality and monitoring to enhance water quality in the area.*
- Principle 2.1 – Reduce consumption of non-renewable energy
 - o Policy 21.d: Allow and encourage onsite renewable energy generation – *an on-site wastewater treatment plant could provide on-site energy generation.*
- Principle 2.5 – Conserve energy through waste management and water conservation
 - o Policy 2.5.a: Encourage water conservation – *calls to conserve water to save aquifer supplies for future generations and respect downstream users.*
 - o Policy 2.5.c: Reduce energy consumption in wastewater treatment – *encourages use of the most energy efficient wastewater treatment methods so that effluent meets or exceeds receiving water quality, and to limit the amount of energy consumed by wastewater treatment processes. Analysis could be done to compare energy efficiency and water quality of discharges for an on-site system versus conveyance/treatment at the Town plant.*

Common Value #3 - Quality of Life, Section 8. Quality Community Service Provision

- Principle 8.1- Maintain current, coordinated service delivery
 - o Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels – *conducting the water and sewer capacity and rate studies will help accomplish the four goals listed under this policy and staff recommends that this should be completed prior to any additional connections outside the limits of the Town.*
 - o Policy 8.1.b: Coordinate with independent service providers – *utilities and infrastructure are one of the services listed for Town/County collaboration with independent service providers, which could be an option for this development project and will likely contribute to the capacity analysis.*
 - o Policy 8.1.c: Identify barriers to service delivery goals – *again will contribute to the capacity analysis and potential barriers/solutions to level of service.*
 - o Policy 8.1.e: Budget for service delivery – *allows for annual commitment to service delivery objectives and evaluation of objectives and desired service level with appropriate funding during the budget process. Providing service to non-Town customers increases our commitments and must be considered for annual O&M costs and customer rate setting.*
 - o Policy 8.2.c: Require mitigation of the impacts of growth on service levels – *states that developers should pay their fair share of the costs of future facilities and services necessitated by new development and not pass these costs on to existing residents. Regular updates to exactions and impact fees are recommended.*

In addition, staff notes that the proposed school is located in Character District 10 which includes mention of possibly including a school in this district.

Existing + Future Desired Characteristics

South Park is, and should continue to be, the agricultural southern gateway into Jackson. The existing agricultural open space that defines the character of the district provides a scenic foreground for Teton views, wildlife habitat connectivity, reference to our community's heritage and stewardship ethic, and a quiet rural setting for residents. The most important habitat in the district is the Flat Creek riparian corridor; however, the intensity of wildlife vehicle collisions on South Highway 89 shows the importance of the district's open space for wildlife movement in all directions. Existing development is predominately residential and largely occupied by the workforce. It is clustered to the southeastern portion of the district, with the densest areas well

screened from the highway by topography, vegetation, and other development. The existing developments are well served individually by pathways, parks, and infrastructure, but lack interconnection and require highway travel to access convenience commercial and other amenities.

The district should maintain the character that it has today. Agriculture and other means of preserving open spaces should be encouraged, and development should be directed into a Complete Neighborhood wherever possible. Development that does occur should be clustered adjacent to existing development. Wildlife habitat connectivity and permeability should be enhanced through existing development and across Highway 89. The Flat Creek corridor should be preserved and enhanced with a focus on wildlife habitat and movement. Provision of START service and possibly a school will be encouraged to better serve the workforce living in and around this district. Future character should also include improved interconnectivity and internal connection to the commercial amenities along South Highway 89 via pathways and potentially via roadways. Roadway connections between existing neighborhoods should be based upon proposals from the affected neighborhoods.

More specifically, the proposal is in subarea 10.2 Central South Park envisioned as follows:

10.2: Central South Park

This PRESERVATION Subarea is defined by agricultural open space. The most important of these open spaces is the area between Flat Creek and the highway. This area not only provides the scenic gateway into Town, but also preserves an open area for a wildlife crossing of the highway that would allow for movement of wildlife throughout the district to crucial habitat nearby. Continued agricultural use of the subarea will maintain the open space that defines the district and is the ideal use of the subarea. Agriculture will be encouraged through regulatory exemptions and allowances. Accessory uses that do not detract from the agricultural character of the subarea but facilitate the continued viability of agriculture may be appropriate. Development potential should be directed into Complete Neighborhoods wherever possible, while respecting private property rights. Development that does occur should be clustered near existing development and be designed to protect scenic vistas and agricultural viability, which also protects wildlife habitat and wildlife permeability. The scale of development should be of agricultural compounds and neighborhoods of the community.

Staff finds that the mention of a possible school in this District is consistent with the Comprehensive Plan, although it may have anticipated a public school. Staff notes that as a private magnet school, drawing students from throughout the community and independent from its surrounding land uses the proposed institution will have limited application in supporting a Complete Neighborhood described as desirable in the Plan.

Staff also notes that the location of a school and consideration of providing public sewer and water does not require that additional density be entitled in the surrounding area. The community remains notably unique in its ability to separate infrastructure decisions from land use decisions, avoiding the practice common throughout the country of letting the former dictate the latter, leading to sprawl. Our community comprehensive plans have been consistent in choosing to preserve our character and ecosystem over infrastructure availability consistently over our history of land use planning.

STAKEHOLDER ANALYSIS

Per the Town of Jackson Municipal Code the Town Council and its Mayor are the primary stakeholders in water distribution and wastewater collection / treatment systems.

- *13.04.010 Water plant--Management and control. The Town shall have exclusive control and management of the municipal water plant belonging to the Town, and shall have exclusive management and control of the supply and distribution of water to all users within and without the corporate limits and shall from time to time make such rules and regulations as are necessary for the complete management, control, distribution, and supplying of water to the users. (Ord. 743 § 2, 2003; Ord. 97 § 1, 1966.)*
- *13.08.001 Wastewater collection and treatment--Management and control. The Town shall have exclusive control and management of the municipal sewer collection and treatment system belonging to the Town, and shall have exclusive management and control of sewer system provided to all users within and without the corporate limits and shall from time to time make such rules and regulations as are necessary for the*

complete management and control of the wastewater collection and treatment system. The Town shall not responsible for the maintenance, repair or operation of sewer services or service laterals consisting of cleanouts, traps and associated elements extending from the outside diameter of the Town collection system to the point of use.

Additional stakeholders are residents of the Town of Jackson and Teton County, including the Jackson Hole Classical Academy operators, faculty, and students and existing water and sewer rate payers.

FISCAL IMPACT

JHCA is responsible for all design, construction, operation, and maintenance costs to the point of connection with the Town's mains. It is also responsible for the cost of a third party to review the engineering and feasibility of the proposed design.

There are one-time capacity fees that would be collected prior to connection that would be determined by the fees established in the Municipal Code at the time of application. Ongoing base and use fees would be collected as long as the connections and use continue, at rates established by the connection and use agreements.

If additional services are connected/provided to the Town's water and sewer systems, there is a cumulative impact to the Town's operation and maintenance costs for the water supply treatment and distribution and wastewater collection and treatment systems.

STAFF IMPACT

If approved, Town Engineering and Legal staff will work with JHCA to draft the connection and use agreements for final approval of Town Council. Staff estimates this will take approximately 40-60 hours.

Following drafting the initial agreements, additional impacts will include staff time for reviewing the permit application for compliance with Town construction standards, coordinating with the third-party reviewer, and carrying out final inspections will all be required. Staff estimates this will take approximately an additional 20-30 hours.

The impact of adding these services to the JHCA is minimal, but contributes to the cumulative impact to Public Works staff who maintain the water supply and sewer systems as the Town continues to connect more customers both within and outside of Town limits.

LEGAL REVIEW

The former Town Attorney (Audrey Cohen-Davis) participated in the coordination with JHCA to date. The Town Attorney reviewed the existing easements that the Town's water and wastewater lines are in, as well as communicated with the 3 Creek Homeowner's Association to notify them of the proposed connections and determine if any challenges would be made to the connections. No challenge to the connections is anticipated.

Should Council move to approve the water and sewer connections request, the Interim Town Attorney (Lea Colasuonno) shall provide a final approval of the connection and use agreements prior to execution by the Mayor.

ATTACHMENTS

JHCA's Application (edited to remove photos of hydrants used for water modeling)
JHCA's revised water and wastewater demands

RECOMMENDATION

Town Council has a few options for its consideration:

1. Approve and/or continue the proposed Water and Wastewater Connections only/until after completion of the capacity study and the rate study and, only if, both studies evidence the connection will not adversely impact the Town of Jackson's existing water distribution and wastewater collection / treatment systems;

2. Approve the proposed Water and Wastewater Connections with added conditions that staff can incorporate, including that JHCA shall pay for a third-party design review and any others it may deem necessary.
3. Approve the proposed Water and Wastewater Connections and direct staff to prepare Connection & Use Agreements for review and approval at a future meeting.
4. Request additional time to review the Water and Wastewater Connections as presented today and direct staff to place this item on a future Town Council Agenda.
5. Make a motion to approve the request and vote against the motion, thereby denying the application to connect at this time.
6. Other.

At this time staff recommends that council not approve the proposed JHCA connections to the Town's water distribution and collection / treatment systems until the Town has completed their comprehensive capacity and rate studies to determine capacity needs to serve the Town of Jackson and priorities of non-Town connections for any remaining capacity.

SUGGESTED MOTION

Staff notes that although staff is recommending denial of the application motions are always made in the affirmative.

I move to direct staff to work with the applicant to draft the Connection and Use Agreements to the Town Sewer and Water systems for consideration by Council at a later date.



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

Date: April 8, 2019	REQUESTS: The applicant is submitting a request for a Utility Connection for the property located at 2500 South Park Loop Rd, legally known as LOT 3, SEC. 7, TWP. 40, RNG. 116 PARCEL A. For questions, please call Tyler Sinclair at 733-0440, x1301 or email to the address shown below. Thank you.
Item #: P19-068	
Planner: Tyler Sinclair Phone: 733-0440 ext. 1301 Fax: 734-3563 Email: tsinclair@jacksonwy.gov	
Owner Roderick Lucas and Joyce Family PO Box 1804 Jackson, WY 83001 Applicant: Richard Blasey Bergmann 7050 W. Saginaw Hwy Lansing, MI 48917	
Please respond by: April 29, 2019 (with Comments) May 20, 2019 (Town Council)	

RESPONSE: For Departments not using Trak-it, please send responses via email to:
tstolte@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

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

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

PROJECT.

Name/Description: Jackson Hole Classical Academy
Physical Address: 2500 South Park Loop Road
Lot, Subdivision: Lot 3, Sec.7, Twp. 40, RnG 116, Parcel A PIDN: 01-004551

PROPERTY OWNER.

Name: Lucas, Roderick P. & Joyce I. Family LTD PARTNERSHIP Phone: 733-3498
Mailing Address: P.O. Box 1804, Jackson, WY 83001 ZIP: _____
E-mail: _____

APPLICANT/AGENT.

Name: Bergmann, Richard Blasey Phone: 517.272.9835
Mailing Address: 7050 W Saginaw Hwy, Lansing MI ZIP: 48917
E-mail: rblasey@bergmannpc.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	Physical Development	Interpretations
_____ Basic Use	_____ Sketch Plan	_____ Formal Interpretation
_____ Conditional Use	_____ Development Plan	_____ Zoning Compliance Verification
_____ Special Use	_____ Design Review	Amendments to the LDRs
Relief from the LDRs	Subdivision/Development Option	_____ LDR Text Amendment
_____ Administrative Adjustment	_____ Subdivision Plat	_____ Map Amendment
_____ Variance	_____ Boundary Adjustment (replat)	Miscellaneous
_____ Beneficial Use Determination	_____ Boundary Adjustment (no plat)	Utility ☒ Other: Utility Connections
_____ Appeal of an Admin. Decision	_____ Development Option Plan	_____ Environmental Analysis

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

Pre-application Conference #: _____ Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: _____

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

Have you attached the following?

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

_____ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.

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

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

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

Lee S. Lucas
Signature of Property Owner or Authorized Applicant/Agent

Lee S. Lucas
Name Printed

3-26-19
Date

Pres. of General Partne
Title

of the Roderick P. & Joyce I. Lucas Family
Limited Partnership

Lee Lucas
Planning Permit Application



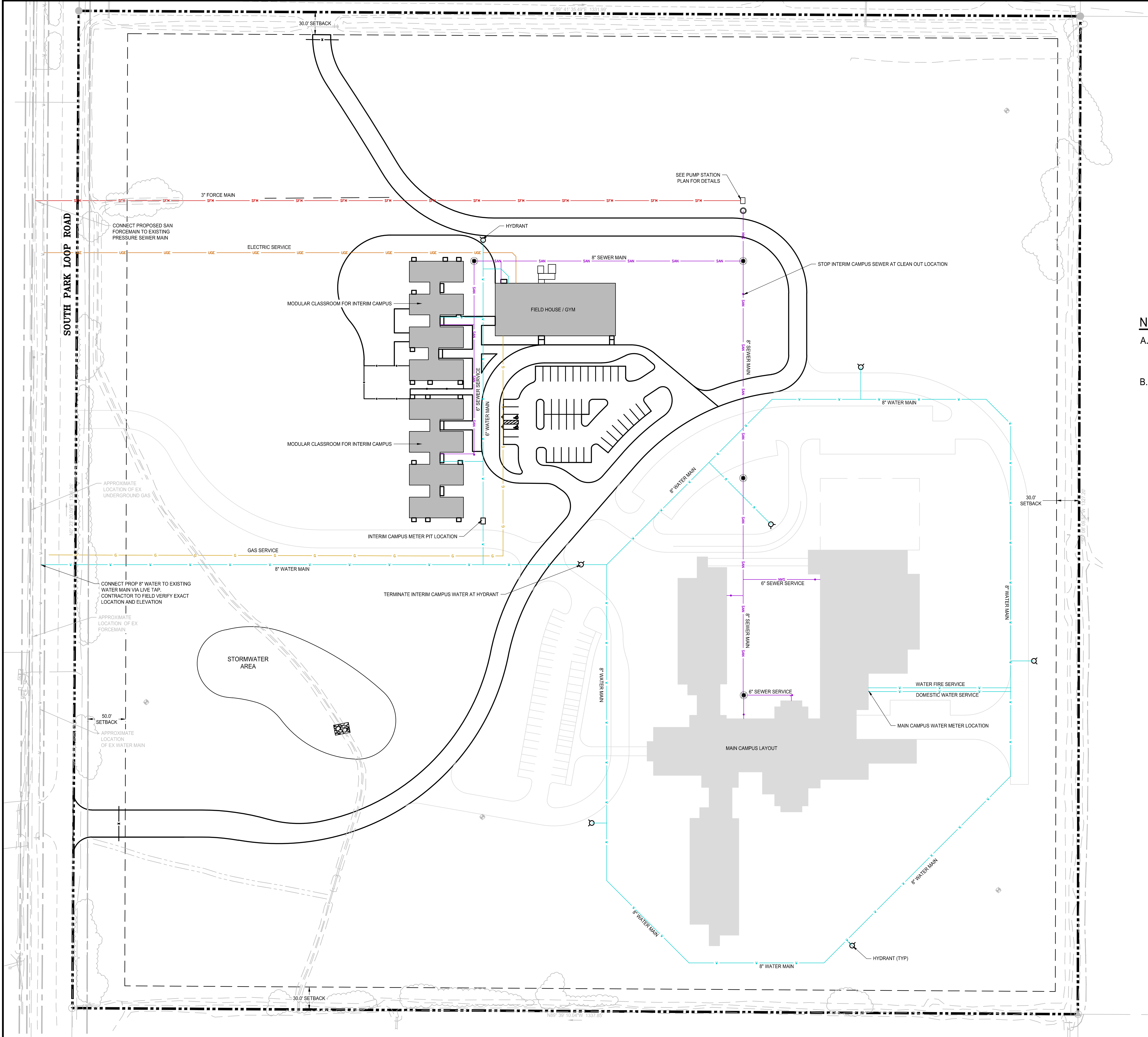
Jackson Hole Classical Academy – Utility Connections

The proposed project is to construct a non-profit private school at 2500 South Park Loop Road in Teton County, Wyoming.

Jackson Hole Classical Academy (JHCA) has served families in the area since 2011. During this time, enrollment has grown to over 100 students, and 612 student-years of instruction have been provided. Anticipating future enrollment growth, the school plans to build a new facility on land adjacent to the site of Jackson Hole's first-ever school, built in 1896. The selling family, fifth-generation ranchers, are pleased to see the property restored to its historic use.

The proposed new JHCA campus will be built to accommodate a total of 265 students and 40 faculty members. A performing arts auditorium, a potential future addition to the school, is included in the proposal to assure adequate utility capacity. The water and sewer demand for the campus have been calculated based upon the peak demands of the proposed occupancies. Water will be provided using an 8-inch tap of the existing 12-inch water main that runs along the west side of South Park Loop Road. The sewer will be provided using an on-site private gravity system that feeds to a private lift station that ultimately discharges into the existing 6-inch force main located along the west side of South Park Loop Road. Additional information on the proposed systems have been included with this application.

Division 7.7, Required Utilities, in the Teton County Land Development Regulations, requires that an applicant connect to sanitary sewer and provide adequate connections if a public sewer system is located within 500 feet of the subject property. The proposed school is within 500 feet of an existing 6-inch force main and an existing 12-inch water main.



UTILITY LEGEND:

	RIPRAP
	STORM SEWER
	YARD BASIN
	CATCH BASIN
	STORM MANHOLE
	HYDRANT
	VALVE/CURB BOX
	P.I.V.
	WATER MAIN
	SANITARY SEWER
	SANITARY FORCEMAIN
	SANITARY SEWER MANHOLE
	CLEANOUT
	ELECTRIC
	GAS

NOTES:

- IRRIGATION FOR MAIN CAMPUS TO BE PROVIDED BY PRIVATE WELL. NO IRRIGATION IS PLANNED FOR THE INTERIM CAMPUS
- MAIN CAMPUS LAYOUT SHOWN FOR UTILITY OVERVIEW PURPOSES ONLY (LOOPE WATER MAIN, METER LOCATION, SEWER LAYOUT). BUILDING, PARKING, AND ACCESS DRIVES WILL BE FINALIZED DURING MAIN CAMPUS DESIGN.

Jackson Hole Classical Academy

Jackson, WY



Bergmann Associates, Architects, Engineers,
Landscape Architects & Surveyors, D.P.C.
7050 West Saginaw Hwy.
Suite 200
Lansing, MI 48917

office: 517.272.9835
fax: 517.272.9836

www.bergmannpc.com

DATE	DESCRIPTION
02/19/2019	50% REVIEW

Not For Construction

Copyright © Bergmann Associates, Architects, Engineers,
Landscape Architects & Surveyors, D.P.C.

Project Manager: A. GOSCHKA	Checked By: R. BLASEY, PE
Designed By: A. NODARSE	Drawn By: A. NODARSE
Date Issued: -	Project Number: 12260.08

UTILITY PLAN

Drawing Number:

C110



For: Brian Lenz
Town of Jackson - Public Works

Date: March 29th, 2019

Jackson Hole Classical Academy (JHCA) is proposing to install a new 8" waterline to provide domestic and fire flow to the entire school campus. The proposed waterline will be installed, operated, and maintained by the school as the line is proposed to be private. The waterline will be built to Town of Jackson standards. The proposed 8-inch line will be connected to the existing 12-inch line that runs parallel along the west side of South Park Loop Road within the right of way. The proposed connection is approximately 400 feet north of the existing 3 Creeks Drive.

As part of the design, Bergmann worked with Jorgenson Associates to model the existing system to determine the size of the proposed connection. Jorgenson used their existing model of the Town of Jackson's water system as well as updating nearby hydrant flows with field tested data. The result of the report has been included with this submission of your review. Based on the proposed water demands and the capacity of the existing system, it was determined that an 8-inch water main connection is sufficient to meet the required demands.

A brief description of the design criteria is listed below:

Existing Conditions

- 12inch water main on west side of South Park Loop Road
- Hydrant flow tests from 09/06/18
 - o FH#1: Cottonwood 94 psi
 - o FH#2: Red House 98 psi
 - o FH#3: 3C Main 3-221 106 psi
 - o FH#4 3C Main 3-187 112 psi
 - o FH#5 3C Main 3-188 114 psi
- The model static pressure at the JHCA connection point was 94.4 psi.

Proposed Conditions (JHCA)

1. One 8-inch water connection
2. Internal loop around the campus for fire protection
3. One-meter location with the meter located in a meter pit.
4. Fire hydrant locations spaced accordingly to provide appropriate fire protection
5. Proposed Water Demands:
 - Average domestic water flow: 20 GPM
 - Maximum domestic flow: 9360 GPD
 - Average day: 8 hours
 - Peak Domestic flow: 170 GPM (based on fixture count)
 - Fire Demand: 300 GPM



For: Brian Lenz
Town of Jackson - Public Works

Date: March 29th, 2019

Jackson Hole Classical Academy (JHCA) is proposing to install a new sewer lift station to provide sewer service to their proposed school located along South Park Loop Road across from 3 Creeks. The lift station will be a private system that is owned, maintained and operated by the school. The lift station will be designed to accommodate the full school buildout and operations. The final discharge of the JHCA lift station will connect to the existing 6" force main that serves the 3 Creeks development on the west side of South Park Loop Road which, in turn, discharges to the existing 8-inch gravity sanitary sewer near Cottonwood Park (please refer to the attached Exhibit drawing describing an overview of the system). A similar connection to a water main will be made with the appropriate back flow connections on both the JHCA line and the 3 Creeks line.

The JHCA sanitary sewer system design meets all the Wyoming Department of Environmental Quality design standards. Because of the anticipated disparity in hours of operation and peak flows, the proposed JHCA sanitary system design will operate in coordination with the existing 3 Creeks lift station to ensure that velocities within the proposed and existing force mains will be between 2.5 and 5 feet per second, and that the capacity of the downstream sanitary sewer will not be compromised.

Conversely, the proposed JHCA lift station could be designed to operate independently from the 3 Creeks lift station, but this would theoretically result in a significant decrease in the proposed JHCA pump cycle time and would increase the opportunity to create stagnant wastewater.

A brief description of the design criteria is listed below:

Existing Conditions

- Existing 3 Creeks Lift Station Pumps are duplex 40hp pumps that operate in series and are capable of delivering the following:
 - o Flow Rate: 320 GPM
 - o Total Dynamic Head: 145 feet
- Existing Force Main Size: 6 inch CL150 C900 PVC
- Existing Force Main Length: 10,800 feet
- Downstream Discharge to: 8-inch sanitary sewer in Cottonwood Park
 - o Existing Rim Elevation: Approximately 6111.50
 - o Existing Invert Elevation: Approximately 6107.50

Proposed Conditions (JHCA)

1. Sewer Demand (see attached worksheet)
 - Average domestic sanitary sewer flow: 9360 GPD
 - Average day: 8 hours
 - Peaking factor: 4
 - Peak Sanitary flow: 80 GPM
2. Sewer Lift Station Design (see attached worksheet)
 - 6 foot diameter manhole wet well
 - Force main size: 3 inches (3.63 ft/s)
 - Force Main Length: 500 feet
 - Downstream Discharge to: Existing 6-inch Force Main
 - i. Existing Invert Elevation: Approximately: 6077.50
 - ii. Remaining 6" Force Main to travel: 6,100 feet
 - Static head: 43 feet
 - FM head Loss Lift station to connection: 10 feet
 - FM head Loss Connection to Man Hole: 4 feet
 - *Total Head loss: (43+10+4=57 feet)*
 - *Potential pump size: 3 hp (See Attached pump curve)*
 - *Proposed lift station will include:*
 - i. *Duplex pumps operating in series*
 - ii. *Capable of delivering 80 gpm at 60 feet Total Dynamic Head*
 - iii. *Wetwell capacity of 423 gallons*
 1. *Reserve capacity of 212 gallons*
 - iv. *Anticipated pump cycle time:*
 1. *Run for 1.51 minutes*
 2. *On every 5.3 minutes*

Project Name: Jackson Hole Classical Academy
Project Number: 12260.01

Date: 3/29/2019
Designed: RFB
Checked: PAF

Type of Facility	Flow Rate Per Person	Flow Rate Per Unit (gal./day)	Persons	Units	Gal./Day
Schools (Per Student)					
Day, w/ gym, cafeteria and showers	15		375	0	5625
ARU's					
2 Bedroom Teacher Housing		280	0	6	1680
3 Bedroom Head Master Residence		390	0	2	780
Auditorium					
Per seat	3		425	0	1275

Proposed Sewer Diameter (in) 8
Sewer Slope (%) 0.4

Capacity = 0.76 CFS
341 GPM

Capacity 341 > Flow 80 okay

Velocity Flowing Full 2.18 CFS

Req Velocity 2.00 < Proposed Velocity 2.18 okay

Average Domestic Water Demand/Sanitary Sewer Flow	9360	GPD	Based on	0%	Water Savings
Average Domestic Water Demand/Sanitary Sewer Flow	20	GPM	Based on	8	hr day
Peak Domestic Water Demand	80	GPM	Based on	4	Peaking Factor
Peak Sanitary Sewer Flow	80	GPM	Based on	4	Peaking Factor



DRAWING TITLE:

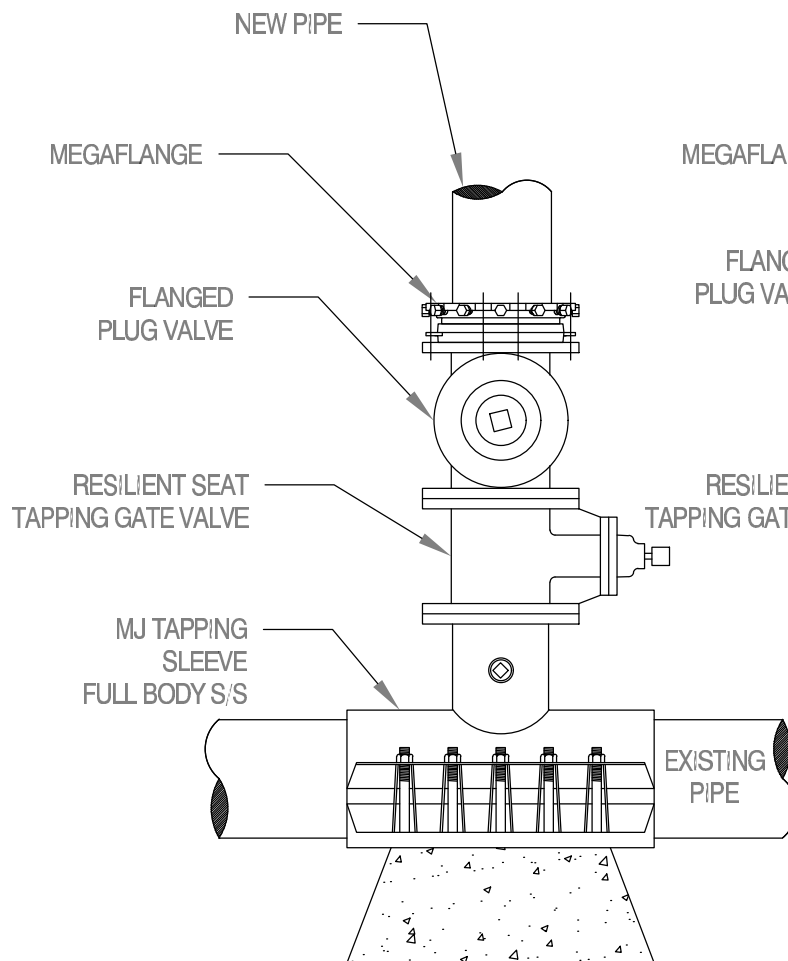
FORCE MAIN CONNECTION DETAILS

BY:
R.BLASEY

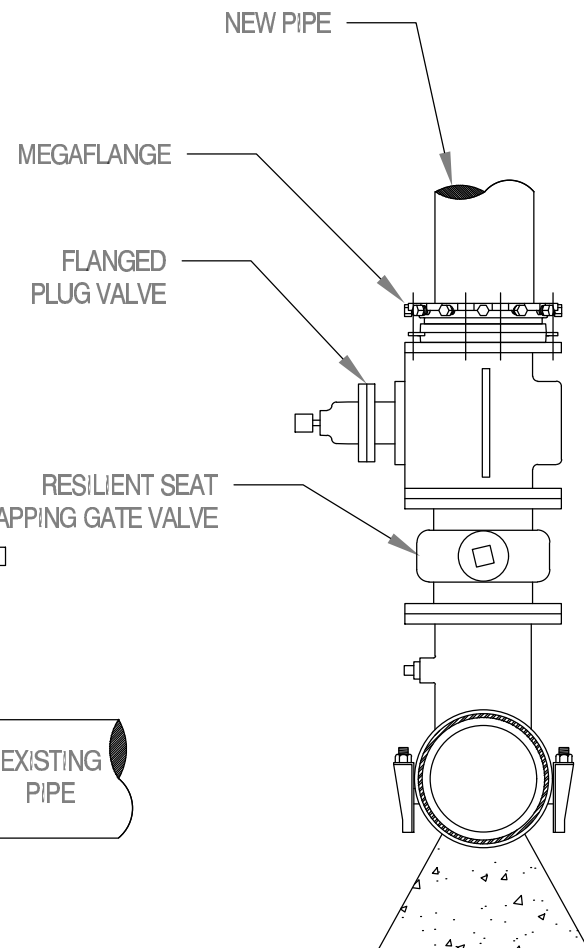
CHK'D BY:
P.FURTAU

DATE:
03/29/2019

SCALE:
1"=1'



PLAN



SECTION



DRAWING TITLE:

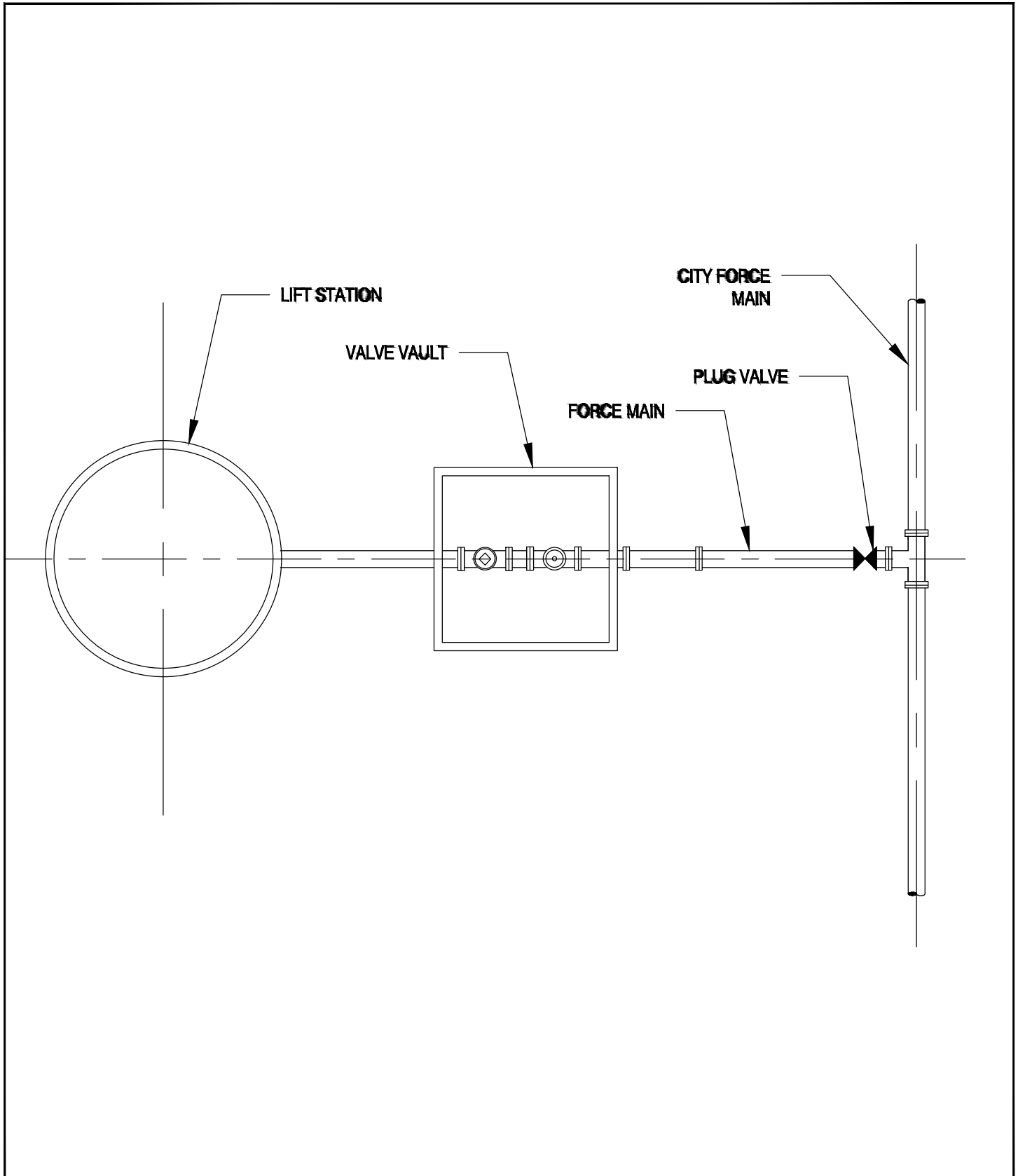
FORCE MAIN CONNECTION DETAILS

BY:
R.BLASEY

CHK'D BY:
P.FURTAU

DATE:
03/29/2019

SCALE:
1"=1'



Jackson Hole Classical Academy

draft WATER MODEL STUDY

JA Project No. 17047.10 BY: AJ

Date: 09/06/2018

WATER SYSTEM STATIC PRESSURE			
Location	Water Model Node	Field Static Pressure (psi)	Model Static Pressure (psi)
FH#1 Cottonwood	J-300	94.0	83.8
FH#2 Red House 3-186	J-405	98.0	89.0
FH#3 3C Main 3-221	J-404	106.0	94.2
FH#4 3C Maint 3-187	J-403	112.0	101.1
FH#5 3C South 3-188	J-406	114.0	105.5
JHCA Connection	J-501	N/A	94.4

Note:

Field Measurements taken 2 pm 8/24/2018

WATER SYSTEM SCENARIO #1 - 8" Main		
Demand (gpm)	TOJ MDD Pressure (psi)	Auto Fire Flow Pressure (psi)
0	94.4	88.4
650	75.7	65.8
1000	60.2	50.7
1500	38.2	31.5
2000	16.0	7.0

Note:

Based on 8" Main Connection at South Park Loop Road

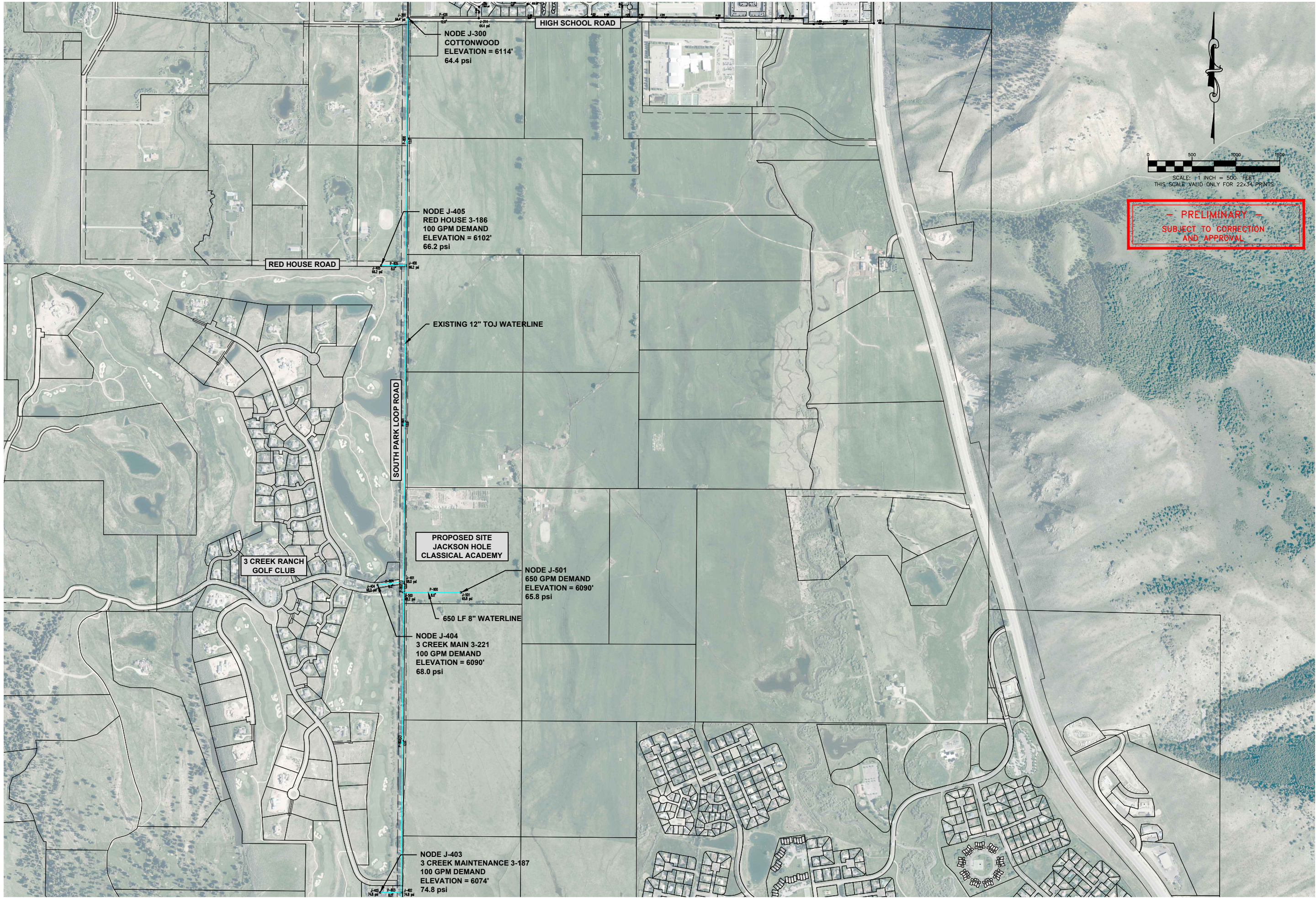
Additional demand modeled at Node J-501 (650' from connection point)

WATER SYSTEM SCENARIO #2 - 10" Main		
Demand (gpm)	TOJ MDD Pressure (psi)	Auto Fire Flow Pressure (psi)
0	94.4	88.4
650	77.3	67.4
1000	63.6	54.1
1500	45.9	38.8
2000	28.4	19.4

Note:

Based on 10" Main Connection at South Park Loop Road

Additional demand modeled at Node J-501 (650' from connection point)



PROJECT TITLE:
JACKSON HOLE CLASSICAL ACADEMY
2500 SOUTH PARK LOOP ROAD
LOT 3, SECTION 7, T40N, R116W, 6th PM
TETON COUNTY, WYOMING

SHEET TITLE:
WATER MODEL EXHIBIT

DRAFTED BY:	AJ
REVIEWED BY:	TK
PLAN VERSION	DATE
Model Exhibit	08/27/2018
PROJECT NUMBER	16101.00
SHEET	1 of 1



For: Brian Lenz
Town of Jackson - Public Works

Date: April 24th, 2019

Jackson Hole Classical Academy (JHCA) is proposing to install a new sewer lift station to provide sewer service to their proposed school located along South Park Loop Road across from 3 Creeks. The lift station will be a private system that is owned, maintained and operated by the school. The lift station will be designed to accommodate the full school buildout and operations. The final discharge of the JHCA lift station will connect to the existing 6" force main that serves the 3 Creeks development on the west side of South Park Loop Road which, in turn, discharges to the existing 8-inch gravity sanitary sewer near Cottonwood Park (please refer to the attached Exhibit drawing describing an overview of the system). A similar connection to a water main will be made with the appropriate back flow connections on both the JHCA line and the 3 Creeks line.

The JHCA sanitary sewer system design meets all the Wyoming Department of Environmental Quality design standards. Because of the anticipated disparity in hours of operation and peak flows, the proposed JHCA sanitary system design will operate in coordination with the existing 3 Creeks lift station to ensure that velocities within the proposed and existing force mains will be between 2.5 and 5 feet per second, and that the capacity of the downstream sanitary sewer will not be compromised.

Conversely, the proposed JHCA lift station could be designed to operate independently from the 3 Creeks lift station, but this would theoretically result in a significant decrease in the proposed JHCA pump cycle time and would increase the opportunity to create stagnant wastewater.

A brief description of the design criteria is listed below:

Existing Conditions

- Existing 3 Creeks Lift Station Pumps are duplex 40hp pumps that operate in series and are capable of delivering the following:
 - o Flow Rate: 320 GPM
 - o Total Dynamic Head: 145 feet
- Existing Force Main Size: 6 inch CL150 C900 PVC
- Existing Force Main Length: 10,800 feet
- Downstream Discharge to: 8-inch sanitary sewer in Cottonwood Park
 - o Existing Rim Elevation: Approximately 6111.50
 - o Existing Invert Elevation: Approximately 6107.50

Proposed Conditions (JHCA)

Sewer Capacity Calculations based on Current Wyoming Department of Environmental Quality -Chapter 25: Septic Tanks, Soil Absorption Systems and Other Small Wastewater Systems, Table 2 -Non-Residential Wastewater Design Flow Rates (Effective Date 07/32/2012-07/27/2016)

1. Sewer Demand (see attached worksheet)
 - Average domestic sanitary sewer flow: 8235 GPD
 - Average day: 8 hours
 - Peaking factor: 4
 - Peak Sanitary flow: 104 GPM
2. Sewer Lift Station Design (see attached worksheet)
 - 5 foot diameter manhole wet well
 - Force main size: 4 inches (2.66 ft/s)
 - Force Main Length: 1000 feet
 - Downstream Discharge to: Existing 6-inch Force Main
 - i. Existing Invert Elevation: Approximately: 6077.50
 - ii. Remaining 6" Force Main to travel: 6,100 feet
 - Static head: 40 feet
 - FM head Loss Lift station to connection: 8 feet
 - FM head Loss Connection to Man Hole: 8 feet
 - *Total Head loss: (40+8+8=56 feet)*
 - *Potential pump size: 3 hp (See Attached pump curve)*
 - *Proposed lift station will include:*
 - i. *Duplex pumps operating in series*
 - ii. *Capable of delivering 72 gpm at 56 feet Total Dynamic Head*
 - iii. *Wetwell capacity of 294 gallons*
 1. *Reserve capacity of 147 gallons*
 - iv. *Anticipated pump cycle time:*
 1. *Run for 2.8 minutes*
 2. *On every 2.8 minutes*

Project Name: Jackson Hole Classical Academy
 Project Number: 12260.01
 Based on Chapter 25 Wyoming DEQ (07/31/2012-07/27/2016)

Date: 4/24/2019
 Designed: RFB
 Checked: PAF

Type of Facility	Flow Rate Per Person	Flow Rate Per Unit (gal./day)	Persons	Units	Gal./Day
Schools (Per Student)					
Day, w/ gym, cafeteria and showers	25		300	0	7500
ARU's					
2 Bedroom Teacher Housing		280	0	6	1680
3 Bedroom Head Master Residence		390	0	2	780
Auditorium					
Per seat	5		425	0	2125

Proposed Sewer Diameter (in) 8
 Sewer Slope (%) 0.4

Capacity = 0.76 CFS
 341 GPM

Capacity 341 > Flow 104 okay

Velocity Flowing Full 2.18 CFS

Req Velocity 2.00 < Proposed Velocity 2.18 okay

Average Domestic Water Demand/Sanitary Sewer Flow	12085	GPD	Based on	0%	Water Savings
Average Domestic Water Demand/Sanitary Sewer Flow	26	GPM	Based on	8	hr day
Peak Domestic Water Demand	104	GPM	Based on	4	Peaking Factor
Peak Sanitary Sewer Flow	104	GPM	Based on	4	Peaking Factor



Project:
Jackson Hole Classical Academy
Teton County, Wyoming
Total Build-Out
City of Jackson

Project No. 102260.01
Date: 4/24/2019
By: RFB
Checked:
Sheet: 1 of 2

TITLE: **Sewer Lift Station Design**

Determine Sanitary Sewer Flow Stanards based on Occupancy - From Attached Sheet

Average Domestic Sanitary Sewer Flow = 12,085 GPD

Average Domestic Sanitary Sewer Flow = 26 GPM

Peak Sanitary Sewer Flow = 104 GPM

Size Lift Station Basin

Assume:

Size float region to 2X GPM MAX

Wet well (below equalization zone): 12"

Override/lag pump kick on 4" above alarm

Computations:

Use 5 ft diameter manhole

$$\text{depth} = \frac{2 \times Q_{\max} (0.13368 \frac{\text{cf}}{\text{gal}})}{\pi r^2}$$

depth = 1.42 ft/min
16.99 in/min

Determine Pump off Elevation

Known Values

Rim elevation = 6087.50 ft

Inlet Invert Elevation = 6071.70 ft

Capacity above override float = 2 ft

Override/lag pump kick on above alarm = 0.333 ft

Pump off elevation = 6067.95 ft

Wet well depth = 2.00 ft

Depth of basin = 6065.95 ft



Project:
Jackson Hole Classical Academy
Teton County, Wyoming
Total Build-Out

Project No. 102260.01
Date: 4/24/2019
By: RFB
Checked:
Sheet: 2 of 2

TITLE:

Pump sizing

Determine Total Head Loss

Know Elevations:

Outlet Invert Elevation = Inlet Elevation 6071.70 ft
Rim elevation to manhole downstream= 6111.50 ft
Depth of Submersable to site in = 2.00 ft
Bottom of Lift Station Elevation = 6065.95 ft

Assumptions

Depth below rim elevation FM enters MH = 4.00 ft
Size of Force Main 4.00 in
Check Sewer Velocity in Forcemain 2.66 fps

Calculations

Total Elevation Difference = 39.55 ft
Use = 40.00 ft

Total Elevation Loss in Pipe =
Total length of 4" proposed Force Main = 1000.00 ft
Total head loss per worksheet = 8.00 ft

Total Elevation Loss in Pipe =
Total length of existing 6" Force Main = 6100.00 ft
Total head loss per worksheet = 8.00 ft

Total Elevation Loss in Pipe =

Total Head Loss = Elev diff + Pipe head loss =
56.00 ft



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Finance
MEETING DATE: June 17, 2020

PRESENTER: Kelly Thompson, Finance Director

SUBJECT: Amendment #4 to Fiscal Year 2019 Budget

Resolution 19-12

STATEMENT/PURPOSE

A resolution adopting amendments to the Town of Jackson's fiscal year 2019 budget.

BACKGROUND/ALTERNATIVES

The attached resolution proposes modifications to the Town's current FY 2019 budget. The resolution represents the 2019 amended budget divided into budget divisions (Mayor & Council, Municipal Judge, Town Attorney, etc.). Significant items include budget amendment of \$50,500 for snow removal, \$49,529 Green Line service expansion, \$85,000 START overtime, \$60,000 START bus parts, \$110,029 to complete 110 Center St. pavers and pavers, and \$58,000 fleet parts.

COMPREHENSIVE PLAN ALIGNMENT

The annual adoption of the fiscal year budget, and subsequent amendments, are critical to the Town's ability to accomplish its purpose and mission. The budget is a vehicle for the Council to address Common Values and give staff resources to provide core services.

Common Value #3 - Quality of Life, Section 8. Quality Community Service Provision

- Principle 8.1 - Maintain current, coordinated service delivery
 - Policy 8.1.e: Budget for service delivery
- Principle 8.2 - Coordinate the provision of infrastructure and facilities needed for service delivery
 - Policy 8.1.S.1: Use budgeting to affirm desired service levels from government service providers that address all policies of Principle 8.1.

FISCAL IMPACT

The proposed budget adjustments in the attached resolution include only the updates where current division estimates vary significantly from current budget. The proposed budget adjustments do not address small and relatively immaterial variances between expectations and budget.

STAFF IMPACT

The staff impact of the Council's adoption of this amendment is positive, in that it will allow staff to continue with the work programs requested by Council during the formulation of the budget.

LEGAL REVIEW

N/A

ATTACHMENTS

- Resolution 19-12 adopting amendments to the Fiscal Year 2019 Budget.
- Exhibit A – Schedule of Increases/Decreases.

RECOMMENDATION

Staff recommends that the Mayor & Council approve the attached resolution.

SUGGESTED MOTION

I move to approve the resolution adopting amendments to the fiscal year 2019 budget.

RESOLUTION 19-12

A RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2019 BUDGET OF THE TOWN OF JACKSON.

WHEREAS, pursuant to Wyoming Statutes, the governing body of the Town of Jackson is empowered to control the finances of the Town including adopting and amending the annual budget; and

WHEREAS, the specific statutory requirements for budgeting procedures are stipulated in the Uniform Municipal Fiscal Procedures Act (W.S. 16-4-101 through 16-4-124); and

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Jackson that the fiscal year 2019 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	308,225	8,700	316,925
Town Attorney	467,142	112,000	579,142
Municipal Judge	247,965	-	247,965
Administration	318,382	-	318,382
Town Clerk & Personnel	640,129	9,165	649,294
Finance	588,925	4,000	592,925
Information Technology	523,132	1,000	524,132
Planning	957,579	-	957,579
Town-Wide Services	197,710	17,100	214,810
Town Hall Building	178,116	13,000	191,116
PD Administration	566,768	10,533	577,301
PD Investigation	433,759	-	433,759
PD Patrol	3,182,031	4,900	3,186,931
PD Community Service	512,091	-	512,091
PD Special Operations	26,005	-	26,005
Victim Services	303,928	-	303,928
Animal Shelter/Control	264,116	-	264,116
Building Inspections	408,669	15,000	423,669
Public Works Administration	259,161	-	259,161
Streets	1,966,562	50,500	2,017,062
Town Engineer	463,988	-	463,988
Public Works Yard Operations	165,239	-	165,239
Public Garage Operations	137,583	-	137,583
Cemetery	19,887	-	19,887
Social Services	699,172	-	699,172
Sports and Events Center	79,203	-	79,203
Public Amenities	76,951	-	76,951
Community Initiatives	265,325	6,300	271,625
County-Budgeted Joint Programs	3,308,383	-	3,308,383
Transfers Out	5,042,398	-	5,042,398
Total General Fund	22,608,524	252,198	22,860,722
Affordable Housing	1,311,143	-	1,311,143
Total Affordable Housing Fund	1,311,143	-	1,311,143
Parking Exactions Fund	35,000	-	35,000
Total Parking Exactions Fund	35,000	-	35,000
Parks Exactions	-	-	-
Total Park Exactions	-	-	-
Employee Housing Fund	446,740	20,000	466,740
Total Employee Housing Fund	446,740	20,000	466,740
Animal Care Fund	30,000	-	30,000
Transfers Out	35,000	-	35,000
Total Animal Care Fund	65,000	-	65,000
Lodging Tax Fund	483,074	-	483,074
Transfers Out	430,914	-	430,914
Total Lodging Tax Fund	913,988	-	913,988
Vertical Harvest Fund	42,500	-	42,500
Total Vertical Harvest Fund	42,500	-	42,500

	Approved Budget	Increase (Decrease)	Amended Budget
EXPENDITURES AND OTHER USES			
Snow King-Snow Making Fund	52,552		52,552
Total Snow King-Snow Making Fund	52,552	-	52,552
START Administration	712,550	40,000	752,550
START Operations	3,959,908	203,832	4,163,740
START Capital	2,582,840	-	2,582,840
START Transfers	19,000	-	19,000
START Indirect Cost Allocations	54,346	-	54,346
Total START Fund Expenditures	7,328,644	243,832	7,572,476
Capital Outlay	10,274,268	30,029	10,304,297
Transfers Out	1,355,812	-	1,355,812
Total Capital Projects Fund	11,630,080	30,029	11,660,109
Capital Outlay	150,559	-	150,559
Total 2006 SPET	150,559	-	150,559
Capital Outlay	706,898	-	706,898
Total 2010 SPET	706,898	-	706,898
Capital Outlay	585,000	-	585,000
Total 2014 SPET	585,000	-	585,000
Capital Outlay	1,117,627	-	1,117,627
Total 2016 SPET	1,117,627	-	1,117,627
Water Maintenance & Operation	781,730	-	781,730
Water Wells	286,760	-	286,760
Water Billing & Accounting	168,789	-	168,789
Water Capital Outlay & Improvements	1,341,427	-	1,341,427
Water Loan Expenditures	108,220	-	108,220
Water Transfers Out	491,086	-	491,086
Sewage Plant Operations	874,973	-	874,973
Sewage Maint. & Operations	369,833	-	369,833
Sewage Billing & Accounting	167,982	-	167,982
Sewage Capital Outlay & Improvements	2,064,535	-	2,064,535
Sewage Transfers Out	491,086	-	491,086
Total Enterprise Funds	7,146,421	-	7,146,421
Employee Insurance	2,464,257	-	2,464,257
Total Insurance Fund	2,464,257	-	2,464,257
Fleet Expenditures	2,130,632	58,000	2,188,632
Total Fleet Management Fund	2,130,632	58,000	2,188,632
Central Equipment Expenses	528,510	-	528,510
Total Central Equipment Fund	528,510	-	528,510
IT Services	1,115,852	-	1,115,852
Total IT Service Fund	1,115,852	-	1,115,852
REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	7,659,985	-	7,659,985
Licenses & Permits	1,011,226	-	1,011,226
Intergovernmental Revenue	10,218,306	3,550	10,221,856
Charges for Services	647,021	4,900	651,921
Fines & Forfeitures	408,226	-	408,226
Miscellaneous Revenue	183,857	6,033	189,890
Transfers In	1,071,518	-	1,071,518
Total General Fund	21,200,139	14,483	21,214,622
Licenses & Permits	30,000	-	30,000
Miscellaneous Revenue	10,000	-	10,000
Transfers In	285,701	-	285,701
Total Affordable Housing Fund	325,701	-	325,701
Licenses & Permits	1,000	-	1,000
Miscellaneous Revenue	200	-	200
Total Parking Exactions	1,200	-	1,200

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Licenses & Permits	10,000	-	10,000
Miscellaneous Revenue	100	-	100
Total Park Exactions	10,100		10,100
Miscellaneous Revenue	280,660	-	280,660
Transfers In	1,250,000	-	1,250,000
Total Employee Housing Fund	1,530,660	-	1,530,660
Miscellaneous Revenue	60,200	-	60,200
Total Animal Care Fund	60,200	-	60,200
Taxes	829,638	-	829,638
Miscellaneous Revenue	200	-	200
Total Lodging Tax Fund	829,838		829,838
Contributions & Donations	82,200	-	82,200
Total Vertical Harvest Fund	82,200	-	82,200
Contributions & Donations	52,752	-	52,752
Total Snow King Snow Making Fund	52,752	-	52,752
Intergovernmental Revenue	5,052,953	50,507	5,103,460
Charges for Services	1,320,619	-	1,320,619
Miscellaneous Revenue	4,500	-	4,500
Transfers In	430,914	-	430,914
Total START Fund Revenues	6,808,986	50,507	6,859,493
Intergovernmental	1,747,712	30,029	1,777,741
Miscellaneous Revenue	142,513	-	142,513
Transfers In	4,506,697	-	4,506,697
Total Capital Projects Fund	6,396,922	30,029	6,426,951
Miscellaneous Revenue	4,000	-	4,000
Total 2006 SPET	4,000		4,000
Miscellaneous Revenue	5,000	-	5,000
Total 2010 SPET	5,000		5,000
Miscellaneous	20,000	-	20,000
Total 2014 SPET	20,000		20,000
Miscellaneous	1,000	-	1,000
Total 2016 SPET	1,000	-	1,000
Water Intergovernmental	125,000	-	125,000
Water Charges for Services	2,437,476	-	2,437,476
Water Miscellaneous	37,000	-	37,000
Water Transfers In	30,000	-	30,000
Sewage Intergovernmental	125,000	-	125,000
Sewage Charges for Services	2,583,126	-	2,583,126
Sewage Miscellaneous	30,000	-	30,000
Sewage Transfers In	30,000	-	30,000
Total Enterprise Funds	5,397,602	-	5,397,602
Charges for Services	2,550,706	-	2,550,706
Miscellaneous Revenue	10,000	-	10,000
Total Employee Insurance Fund	2,560,706	-	2,560,706
Charges for Services	2,195,107	58,000	2,253,107
Miscellaneous Revenue	200	-	200
Total Fleet Management Fund	2,195,307	58,000	2,253,307
Charges for Services	553,700	-	553,700
Miscellaneous Revenue	2,000	-	2,000
Transfers In	139,000	-	139,000
Total Central Equipment Fund	694,700	-	694,700
Charges for Services	699,806	-	699,806
Miscellaneous Revenue	200	-	200
Transfers In	175,812	-	175,812
Total IT Service Fund	875,818	-	875,818

CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	(1,408,385)	(237,715)	(1,646,100)
Affordable Housing	(985,442)	-	(985,442)
Parking Exactions Fund	(33,800)	-	(33,800)
Park Exactions Fund	10,100	-	10,100
Employee Housing Fund	1,083,920	(20,000)	1,063,920
Vertical Harvest Fund	39,700	-	39,700
Snow Making Fund	200	-	200
Animal Care Fund	(4,800)	-	(4,800)
Lodging Tax Fund	(84,150)	-	(84,150)
Start Fund	(519,658)	(193,325)	(712,983)
Capital Projects	(5,233,158)	-	(5,233,158)
2006 SPET	(146,559)	-	(146,559)
2010 SPET	(701,898)	-	(701,898)
2014 SPET	(565,000)	-	(565,000)
2016 SPET	(1,116,627)	-	(1,116,627)
Enterprise Funds	(1,748,819)	-	(1,748,819)
Employee Insurance Fund	96,449	-	96,449
Fleet Management Fund	64,675	-	64,675
Central Equipment Fund	166,190	-	166,190
IT Services Fund	(240,034)	-	(240,034)

PASSED, APPROVED, & ADOPTED this 17th day of June , 2019

Town of Jackson

By: _____
Pete Muldoon
Mayor

ATTEST:

By: _____
Sandy Birdyshaw
Town Clerk

Exhibit A -Schedule of Increases\Decreases**General Fund Expenditures and Other Uses****Mayor & Council**

Salaries & Benefits	4,200	Election Cycle
Training, Travel, & Meetings	4,500	Exceeded budget

Town Attorney

Salaries & Benefits	77,000	Salary & Wages
Professional Services	35,000	Contract prosecutors, consultation, and litigation

Town Clerk & Personnel

Salaries & Benefits	6,165	Salary & Wages
General/Office Supplies	1,000	Exceeded budget
Training, Travel, & Meetings	1,000	Exceeded budget
Employee Recruitment	1,000	Exceeded budget

Finance

Banking Fees	1,000	1/1/19 fee increase
Credit Card Fees	3,000	1/1/19 fee increase

Information Technology

Training, Travel, & Meetings	1,000	Exceeded budget
------------------------------	-------	-----------------

Town Hall

Repair & Maint - Buildings	13,000	Exceeded budget
----------------------------	--------	-----------------

Patrol - Administration

Prisoner Expense	4,500	Exceeded budget
Public Education	4,504	CIT Training and Camp Postcard; offsetting revenue
Employee Overnight Lodging	1,529	Bunk House Improvements; offsetting revenue

Police - Patrol

Overtime	4,900	Special events; offsetting revenue
----------	-------	------------------------------------

Building Inspections

Professional Services	15,000	Third Party Plan Review
-----------------------	--------	-------------------------

Streets

Petroleum Products	12,000	Increased Costs for Snow Removal
R & M - Snow Clearing	16,500	Increased Costs for Snow Removal
Equipment Rental	22,000	Increased Costs for Snow Removal

Community Initiatives

Local Promotion	3,400	Federal employee luncheon; Lienz Delegation
Recycling Services	2,900	First full-year of downtown recycling cans

Town-Wide Services

Retreat/In-Service	7,100	Joint Retreat; offsetting revenue from County
Employee Events	10,000	Increase Employee Events

Total General Fund**252,198****Special Revenue Fund Expenditures and Other Uses****Employee Housing Fund**

R&M - 149 East Pearl Unit A	20,000	Utilities, Winter Issues, and new Plumbing System per Code
-----------------------------	--------	--

START Administration

Training, Travel, & Meetings	14,000	Used and Leased Bus delivery expenses; Electric Bus Review
Employee Recruitment	26,000	Winter Staffing Issues

START Operations

Green Line Expansion	50,507	Service Expansion 5/25/19-6/30/19; County reimbursing full cost
Overtime	85,000	Winter Staffing Issues
Repair & Maint - Vehicles	8,325	Winter Towing
Repair & Maint - Shop Parts	60,000	Leased and Used Bus Purchase repairs; increased winter maintenance

Total Special Revenue Fund**263,832****Capital Project Fund Expenditures and Other Uses****Capital Projects Fund**

110 Center St	30,029	Finish 110 Center Street Boardwalk and Pavers
---------------	--------	---

Total Capital Projects Fund**30,029**

Internal Service Fund Expenditures and Other Uses**Fleet Management Fund**

Parts for Resale	58,000	Fleet-wide increase; offsetting revenue
Total Internal Service Fund	58,000	

Total Expenditures and Other Uses	604,059
--	----------------

General Fund Revenues and Other Sources

County Reimbursement	3,550	Joint Retreat Facilitator; offsetting revenue from County
Miscellaneous Revenue	6,033	Police Dept. Offsetting revenue
Police Ser-Special Event/Other	4,900	Special events; offsetting revenue
Total General Fund	14,483	

Special Revenue Fund**START Fund**

Teton County Grant - Start	50,507	Service Expansion 5/26/19-6/30/19; County reimbursing full cost
Total Special Revenue Fund	50,507	

Capital Project Revenues and Other Sources**Capital Projects Fund**

110 Center St - Bond Revenue	30,029	Finish 110 Center Street Boardwalk and Pavers
Total Capital Projects Fund	30,029	

Internal Service Fund Revenues and Other Sources**Fleet Management**

Charges for Service	58,000	Fleet-wide increase; offsetting revenue
Total Internal Service Fund	58,000	

Total Revenues and Other Sources	153,019
---	----------------



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Finance

PRESENTER: Kelly Thompson, Finance Director

MEETING DATE: June 17, 2019

SUBJECT: Resolution 19-13: Adoption of FY 2020 Budget

STATEMENT/PURPOSE

To pass a resolution adopting the Fiscal Year 2020 Budget.

It is necessary for the Mayor to OPEN A PUBLIC HEARING to hear public comment regarding the budget. After public comment has been taken, the Mayor must CLOSE THE PUBLIC HEARING.

BACKGROUND/ALTERNATIVES

The Mayor and Council are required by statute and sound fiscal management practice to formally adopt an annual budget. The budget then becomes the fiscal road map for management through which policies are implemented for the fiscal year beginning on July 1.

By formally adopting the budget, the Mayor and Council are provided with a tool for measuring management's financial stewardship.

COMPREHENSIVE PLAN ALIGNMENT

The annual adoption of the fiscal year budget, and subsequent amendments, are critical to the Town's ability to accomplish its purpose and mission. The budget is a vehicle for the Council to address Common Values and give staff resources to provide core services.

Common Value #3 - Quality of Life, Section 8. Quality Community Service Provision

- Principle 8.1- Maintain current, coordinated service delivery
 - Policy 8.1.e: Budget for service delivery
- Principle 8.2 - Coordinate the provision of infrastructure and facilities needed for service delivery
 - Policy 8.1.S.1: Use budgeting to affirm desired service levels from government service providers that address all policies of Principle 8.1.

FISCAL IMPACT

The adopted budget serves as guide for expenditures in the following fiscal year. The fiscal impact is summarized in the resolution accompanying this staff report.

STAFF IMPACT

Implementation of the adopted budget includes updating amounts in software, publishing and communicating the formally adopted budget documents, and meeting state notification requirements.

LEGAL REVIEW

N/A

ATTACHMENTS

- Resolution Adopting the FY 2020 Budget

RECOMMENDATION

It is recommended that the Mayor & Council pass the accompanying resolution adopting the FY 2020 budget.

SUGGESTED MOTION

I move to approve Resolution 19-13 Adopting the Town of Jackson Fiscal Year 2020 Budget.

RESOLUTION 19-13

A RESOLUTION ADOPTING THE FISCAL YEAR 2020 BUDGET FOR THE TOWN OF JACKSON, WYOMING.

WHEREAS, the Town of Jackson is subject to the provisions of the Uniform Municipal Fiscal Procedures Act as specified by Wyoming Statutes (W.S. 16-4-101 through 16-4-124); and

WHEREAS, pursuant to the Uniform Municipal Fiscal Procedures Act, the governing body for the Town of Jackson is required, by resolution or ordinance, to make the necessary appropriations and adopt a budget, subject to future amendment, for fiscal year 2020.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Jackson, Wyoming, in regular session duly assembled, that the budget for fiscal year ending June 30, 2020 shall be as follows:

**TOWN OF JACKSON, WYOMING
ADOPTED BUDGET FOR FISCAL YEAR 2020
ALL FUNDS - FINANCIAL SOURCES AND USES**

DESCRIPTION	GENERAL FUND	SPECIAL REVENUE	CAPITAL PROJECTS	ENTERPRISE FUNDS	INTERNAL SERVICE	TOTAL FUNDS
Beginning Fund Balance	\$ 7,971,056	\$ 4,056,488	\$11,702,107	\$11,356,119	\$ 4,822,371	\$ 39,908,141
Revenues:						
Taxes	8,208,313	871,120	1,500,000	-	-	10,579,433
Licenses & Permits	1,040,192	211,000	-	-	-	1,251,192
Intergovernmental	10,954,645	9,233,236	1,101,147	-	-	21,289,028
Charges for Services	647,531	1,275,200	-	5,137,272	6,174,519	13,234,522
Fines & Forfeitures	455,000	-	-	-	-	455,000
Miscellaneous Revenue	464,251	419,560	271,068	172,520	72,000	1,399,399
Total Revenues	21,769,932	12,010,116	2,872,215	5,309,792	6,246,519	48,208,574
Transfers In	2,872,826	3,393,778	3,569,262	150,000	400,000	10,385,866
Total Sources	24,642,758	15,403,894	6,441,477	5,459,792	6,646,519	58,594,440
Expenditures:						
General Government	5,193,158	327,113	350,000	-	3,573,158	9,443,429
Public Safety	8,087,837	20,000	367,509	-	262,500	8,737,846
Public Works	2,731,343	-	5,687,892	4,582,289	2,869,498	15,871,022
Health & Welfare	839,583	-	-	-	-	839,583
Community Development	295,941	1,293,326	435,000	-	-	2,024,267
Transit	-	11,834,656	-	-	-	11,834,656
Culture & Recreation	1,712,336	-	1,351,732	-	-	3,064,068
Pathways	-	-	321,000	-	-	321,000
Debt Service	-	-	-	108,220	-	108,220
General Unallocated	251,012	-	-	-	-	251,012
Total Expenditures	19,111,210	13,475,095	8,513,133	4,690,509	6,705,156	52,495,103
Transfers Out	5,390,420	1,021,885	2,807,319	1,166,242	-	10,385,866
Total Uses	24,501,630	14,496,980	11,320,452	5,856,751	6,705,156	62,880,969
Ending Fund Balance	\$ 8,112,184	\$ 4,963,402	\$ 6,823,132	\$ 10,959,160	\$ 4,763,734	\$ 35,621,612

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Town Council of the Town of Jackson, the preceding results in the following budgeted appropriations by fund and division for the fiscal year ending June 30, 2020:

General Fund

General Government	
Mayor & Town Council	\$ 325,246
Town Attorney	499,681
Municipal Judge	259,861
Administration	672,241
Town Clerk & Personnel	655,017
Finance	614,379
Information Technology	542,266
Planning	918,542
Town Facilities	705,925
Public Safety	
Police	4,862,370
Fire/EMS (County)	1,782,914
Communications Center (County)	475,000
Victim Services	304,609
Animal Shelter/Control	270,876
Building Inspections	392,068
Public Works	
Public Works Administration	300,286
Streets	1,875,220
Town Engineer	508,522
Yard Operations	47,315
Health and Welfare	
Social Services	839,583
Community Development	
Community Promotion	295,941
Culture and Recreation	
Parks & Recreation (County)	1,596,822
Pathways	96,639
Memorial Park (Cemetery)	18,875
Unallocated	
Town-Wide Services & Insurance	251,012
Transfers Out	5,390,420
Total	<u><u>\$ 24,501,630</u></u>

Special Revenue Funds

Affordable Housing	
Community Development	\$ 1,293,326
Employee Housing	
General Government	327,113
Animal Care	
Public Safety	20,000
Transfers Out	50,000
Lodging Tax	
Transfers Out	872,620
START Bus System	
Administration	857,285
Operations	4,257,371
Capital Outlay	6,720,000
Transfers Out	99,265
Total	<u><u>\$ 14,496,980</u></u>

Capital Projects Funds

Capital Projects (5th cent)	
Public Works	
Annual Street Reconstruction	\$ 825,000
Stormwater - Powderhorn Lane	320,000
Cache Creek Tube	1,053,000
Hansen Sidewalk	612,500
Jackson Street (Broadway to Pearl) - Sidewa	185,650
Flat Creek and Karns planning/design (split w	25,000
North Cache Streetscape Phase II (Comple	535,250
Tire Barn	35,000
Benches	20,000
PW Yard - South Fence Replacement	39,200
Stormwater Improvements	125,000
Pathways	
TOJ Bicycle Network Improvements	75,000
Pathways Annual Cap. Repairs	25,000
Garaman Flood Mitigation	25,000
Bike Racks	7,000
Pathway Benches	10,000
USFWS Connector & North Cache Streetsca	25,000
Data Collection Devices	16,500
Blair Dr. Kids Bike Loop	2,500
Town Mobility Overlay	75,000
Karns TAP-Internal Pathway	60,000
Culture and Recreation	
Parks & Rec	1,351,732
Public Safety	
Fire/EMS	328,509
4 - Mobile Radios	13,000
Radar Trailer	26,000
General Government	
155 Pearl Street Acquisition/Repairs	180,000
Nexus Study	125,000
Public Arts Program Projects	45,000
Transfers Out	1,150,000
Vertical Harvest	
Transfers Out	24,693
Snow King Snow Making	
Transfers Out	48,822
2006 SPET Fund	
North Cache - Public Art Project	15,000
North King Street Charter Bus & Gill Sidewalk	75,000
2010 SPET	
Energy Projects	532,292
2014 SPET	
North Cache Streetscape Phase II	950,000
Gregory Lane Complete St/Drainage	120,000
2016 SPET	
West Broadway Landslide	220,000
Transfers Out	1,583,804
2017 SPET	
Hansen Sidewalk	435,000
Total	<u><u>\$ 11,320,452</u></u>

Enterprise Funds

Water Utility	
Public Works	
Maintenance and operations	\$ 879,208
Water wells	307,118
Billing, accounting, & insurance	176,085
Capital outlay	715,000
Debt service	108,220
Transfers Out	583,121
Sewage Utility	
Public Works	
Sewage plant operations	922,326
Maintenance and operations	365,297
Billing, accounting, & insurance	171,630
Capital outlay	1,045,625
Transfers Out	583,121
Total	<u>\$ 5,856,751</u>

Internal Service Funds

Employee Insurance	\$ 2,493,944
Fleet Management	2,344,498
Central Equipment	817,500
IT Services	1,049,214
Total	<u>\$ 6,705,156</u>

PASSED, APPROVED, & ADOPTED this 17th day of June , 2019

Town of Jackson

By:
Pete Muldoon
Mayor

ATTEST:

By:
Sandy Birdyshaw
Town Clerk



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Finance

PRESENTER: Kelly Thompson, Finance Director

MEETING DATE: June 17, 2019

SUBJECT: Resolution 19-13 Adoption of FY 2020 Budget

STATEMENT/PURPOSE

To pass a resolution adopting the Fiscal Year 2020 Budget.

It is necessary for the Mayor to OPEN A PUBLIC HEARING to hear public comment regarding the budget. After public comment has been taken, the Mayor must CLOSE THE PUBLIC HEARING.

BACKGROUND/ALTERNATIVES

The Mayor and Council are required by statute and sound fiscal management practice to formally adopt an annual budget. The budget then becomes the fiscal road map for management through which policies are implemented for the fiscal year beginning on July 1.

By formally adopting the budget, the Mayor and Council are provided with a tool for measuring management's financial stewardship.

COMPREHENSIVE PLAN ALIGNMENT

The annual adoption of the fiscal year budget, and subsequent amendments, are critical to the Town's ability to accomplish its purpose and mission. The budget is a vehicle for the Council to address Common Values and give staff resources to provide core services.

Common Value #3 - Quality of Life, Section 8. Quality Community Service Provision

- Principle 8.1- Maintain current, coordinated service delivery
 - Policy 8.1.e: Budget for service delivery
- Principle 8.2 - Coordinate the provision of infrastructure and facilities needed for service delivery
 - Policy 8.1.S.1: Use budgeting to affirm desired service levels from government service providers that address all policies of Principle 8.1.

FISCAL IMPACT

The adopted budget serves as guide for expenditures in the following fiscal year. The fiscal impact is summarized in the resolution accompanying this staff report.

STAFF IMPACT

Implementation of the adopted budget includes updating amounts in software, publishing and communicating the formally adopted budget documents, and meeting state notification requirements.

LEGAL REVIEW

N/A

ATTACHMENTS

- Resolution Adopting the FY 2020 Budget

RECOMMENDATION

It is recommended that the Mayor & Council pass the accompanying resolution adopting the FY 2020 budget.

SUGGESTED MOTION

I move to approve Resolution 19-13 Adopting the Town of Jackson Fiscal Year 2020 Budget.

RESOLUTION 19-13

A RESOLUTION ADOPTING THE FISCAL YEAR 2020 BUDGET FOR THE TOWN OF JACKSON, WYOMING.

WHEREAS, the Town of Jackson is subject to the provisions of the Uniform Municipal Fiscal Procedures Act as specified by Wyoming Statutes (W.S. 16-4-101 through 16-4-124); and

WHEREAS, pursuant to the Uniform Municipal Fiscal Procedures Act, the governing body for the Town of Jackson is required, by resolution or ordinance, to make the necessary appropriations and adopt a budget, subject to future amendment, for fiscal year 2020.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Jackson, Wyoming, in regular session duly assembled, that the budget for fiscal year ending June 30, 2020 shall be as follows:

TOWN OF JACKSON, WYOMING
ADOPTED BUDGET FOR FISCAL YEAR 2020
ALL FUNDS - FINANCIAL SOURCES AND USES

DESCRIPTION	GENERAL FUND	SPECIAL REVENUE	CAPITAL PROJECTS	ENTERPRISE FUNDS	INTERNAL SERVICE	TOTAL FUNDS
Beginning Fund Balance	\$ 7,966,118	\$ 4,056,488	\$ 11,702,107	\$ 11,356,119	\$ 4,822,371	\$ 39,903,203
Revenues:						
Taxes	8,208,313	871,120	1,500,000	-	-	10,579,433
Licenses & Permits	1,040,192	211,000	-	-	-	1,251,192
Intergovernmental	10,954,645	9,269,761	1,101,147	-	-	21,325,553
Charges for Services	647,531	1,275,200	-	5,137,272	6,282,424	13,342,427
Fines & Forfeitures	530,000	-	-	-	-	530,000
Miscellaneous Revenue	464,151	419,560	271,068	172,520	72,000	1,399,299
Total Revenues	21,844,832	12,046,641	2,872,215	5,309,792	6,354,424	48,427,904
Transfers In	2,961,274	3,423,662	3,569,262	150,000	400,000	10,504,198
Total Sources	24,806,106	15,470,303	6,441,477	5,459,792	6,754,424	58,932,102
Expenditures:						
General Government	5,226,580	327,113	350,000	-	3,573,158	9,476,851
Public Safety	8,143,465	20,000	367,509	-	262,500	8,793,474
Public Works	2,894,361	-	5,687,892	4,598,412	2,869,498	16,050,163
Health & Welfare	839,583	-	-	-	-	839,583
Community Development	295,941	1,293,326	435,000	-	-	2,024,267
Transit	-	11,901,065	-	-	-	11,901,065
Culture & Recreation	1,712,336	-	1,351,732	-	-	3,064,068
Pathways	-	-	321,000	-	-	321,000
Debt Service	-	-	-	108,220	-	108,220
General Unallocated	261,012	-	-	-	-	261,012
Total Expenditures	19,373,278	13,541,504	8,513,133	4,706,632	6,705,156	52,839,703
Transfers Out	5,420,304	1,023,850	2,807,319	1,252,724	-	10,504,197
Total Uses	24,793,582	14,565,354	11,320,452	5,959,356	6,705,156	63,343,901
Ending Fund Balance	\$ 7,978,642	\$ 4,961,437	\$ 6,823,132	\$ 10,856,555	\$ 4,871,639	\$ 35,491,404
Change in Fund Balance	12,524	904,949	(4,878,975)	(499,564)	49,268	(4,411,799)

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Town Council of the Town of Jackson, the preceding results in the following budgeted appropriations by fund and division for the fiscal year ending June 30, 2020:

General Fund

General Government		
Mayor & Town Council	\$	365,246
Town Attorney		499,681
Municipal Judge		259,861
Administration		672,241
Town Clerk & Personnel		680,533
Finance		614,379
Information Technology		542,266
Planning		918,948
Town Facilities		673,425
Public Safety		
Police		4,917,998
Fire/EMS (County)		1,782,914
Communications Center (County)		475,000
Victim Services		304,609
Animal Shelter/Control		270,876
Building Inspections		392,068
Public Works		
Public Works Administration		348,563
Streets		1,875,220
Town Engineer		623,263
Yard Operations		47,315
Health and Welfare		
Social Services		839,583
Community Development		
Community Promotion		295,941
Culture and Recreation		
Parks & Recreation (County)		1,596,822
Pathways		96,639
Memorial Park (Cemetery)		18,875
Unallocated		
Town-Wide Services & Insurance		261,012
Transfers Out		5,420,304
Total		<u><u>\$ 24,793,582</u></u>

Special Revenue Funds

Affordable Housing		
Community Development	\$	1,293,326
Employee Housing		
General Government		327,113
Animal Care		
Public Safety		20,000
Transfers Out		50,000
Lodging Tax		
Transfers Out		872,620
START Bus System		
Administration		857,285
Operations		4,323,780
Capital Outlay		6,720,000
Transfers Out		101,230
Total		<u><u>\$ 14,565,354</u></u>

Capital Projects Funds

Capital Projects (5th cent)		
Public Works		
Annual Street Reconstruction	\$	825,000
Stormwater - Powderhorn Lane		320,000
Cache Creek Tube		1,053,000
Hansen Sidewalk		612,500
Jackson Street (Broadway to Pearl) - Sidewa		185,650
Flat Creek and Karns planning/design (split w		25,000
North Cache Streetscape Phase II (Complete		535,250
Tire Barn		35,000
Benches		20,000
PW Yard - South Fence Replacement		39,200
Stormwater Improvements		125,000
Pathways		
TOJ Bicycle Network Improvements		75,000
Pathways Annual Cap. Repairs		25,000
Garaman Flood Mitigation		25,000
Bike Racks		7,000
Pathway Benches		10,000
USFWS Connector & North Cache Streetsca		25,000
Data Collection Devices		16,500
Blair Dr. Kids Bike Loop		2,500
Town Mobility Overlay		75,000
Karns TAP-Internal Pathway		60,000
Culture and Recreation		
Parks & Rec		1,351,732
Public Safety		
Fire/EMS		328,509
4 - Mobile Radios		13,000
Radar Trailer		26,000
General Government		
155 Pearl Street Acquisition/Repairs		180,000
Nexus Study		125,000
Public Arts Program Projects		45,000
Transfers Out		1,150,000
Vertical Harvest		
Transfers Out		24,693
Snow King Snow Making		
Transfers Out		48,822
2006 SPET Fund		
North Cache - Public Art Project		15,000
North King Street Charter Bus & Gill Sidewalk (		75,000
2010 SPET		
Energy Projects		532,292
2014 SPET		
North Cache Streetscape Phase II		950,000
Gregory Lane Complete St/Drainage		120,000
2016 SPET		
West Broadway Landslide		220,000
Transfers Out		1,583,804
2017 SPET		
Hansen Sidewalk		435,000
Total		<u><u>\$ 11,320,452</u></u>

Enterprise Funds

Water Utility	
Public Works	
Maintenance and operations	\$ 887,201
Water wells	307,118
Billing, accounting, & insurance	176,085
Capital outlay	715,000
Debt service	108,220
Transfers Out	626,362
Sewage Utility	
Public Works	
Sewage plant operations	946,569
Maintenance and operations	349,184
Billing, accounting, & insurance	171,630
Capital outlay	1,045,625
Transfers Out	626,362
Total	<u>\$ 5,959,356</u>

Internal Service Funds

Employee Insurance	\$ 2,493,944
Fleet Management	2,344,498
Central Equipment	817,500
IT Services	1,049,214
Total	<u>\$ 6,705,156</u>

PASSED, APPROVED, & ADOPTED this 17th day of June , 2019

Town of Jackson

By:
Pete Muldoon
Mayor

ATTEST:

By:
Sandy Birdyshaw
Town Clerk



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: JUNE 13, 2019

MEETING DATE: JUNE 17, 2019

SUBMITTING DEPARTMENT: PLANNING

DEPARTMENT DIRECTOR: TYLER SINCLAIR

PRESENTER: PAUL ANTHONY

Resolution 19-14

SUBJECT: **ITEM P18-013:** TO ADOPT BY RESOLUTION THE DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN.

APPLICANT: TOWN OF JACKSON

STATEMENT/PURPOSE

The purpose of this item is to present for the Town Council's consideration a resolution to adopt the Downtown Parking and Mobility Management Plan (Downtown Parking Plan).

NOTE: Resolutions are adopted by the Town Council to, among other things, express support for a certain matter (such as planning document) but are not legally binding.

LOCATION

The Parking Plan applies primarily to the Town Square and surrounding streets (3-hour parking district), but includes impacts to some areas outside of the Downtown core area.

BACKGROUND/ALTERNATIVES

The Town Council will consider the Downtown Parking Plan earlier in the day at its workshop on June 17, 2019. Staff anticipates that the Council will make a motion at the workshop to direct staff to present a resolution for final action on the Downtown Parking Plan at the evening regular meeting.

Staff provided a more detailed staff report to the Council for the workshop and we recommend that the Council and other interested parties refer to that staff report for the full context and introduction for this item. But in summary, the attached Downtown Parking Plan is an update of the 2003 Downtown Jackson Parking and Mobility Study as called for in the Comprehensive Plan and Integrated Transportation Plan. In particular, this updated Parking Study was guided by Strategy 7.3.S.1 of the Comprehensive Plan, which calls for a reevaluation of parking standards that currently promote travel by single occupancy vehicle throughout the community.

The Town contracted with Kimley Horn in December 2017 to conduct this Downtown Parking Plan update. The plan provides short-term (0-2 years), medium-term (2 – 5 years), and long-term (5+ years) action items

that will help guide the Town's funding and staffing decisions regarding downtown parking into the future. These action items were considered and preliminarily approved by the Council at their April 10, 2019 workshop. Staff is recommending that the Council adopt this Downtown Parking Plan by resolution which would then lead to implementation of the recommendations in the plan.

ATTACHMENTS

Downtown Parking and Mobility Management Plan
Resolution Adopting the Town of Jackson Downtown Parking and Mobility Management Plan

FISCAL IMPACT

Each action item in the Downtown Parking and Mobility Management Plan provides a general assessment of the required additional financial resources needed to implement that action item. However, no quantitative estimate of fiscal impact was made for each item.

STAFF IMPACT

Responsibility for implementation of the actions item in the Parking Plan will reside mostly with Planning, Public Works, Police, and Legal departments. As with the fiscal impacts, the Parking Study only provides a general assessment of the amount of staff time needed to implement the action items.

LEGAL REVIEW

The Town Attorney has not conducted legal review on the Downtown Parking and Mobility Management Plan but will provide legal review for any future implementation items on an as-needed basis.

RECOMMENDATION

Staff recommends that Council approve by resolution for the Downtown Parking and Mobility Management Plan, dated May 2019.

SUGGESTED MOTION

I move to approve Resolution 19-14 adopting the Downtown Parking and Mobility Management Plan dated May 2019.



2019

DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

May 2019

Kimley»Horn



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

1.0	Executive Summary.....	3
1.1.	Introduction	3
1.2.	Process	3
1.3.	Community Priorities	3
1.4.	Recommendations	4
1.5.	Implementation Plan	8
1.6.	Transportation Demand Management Framework.....	8
2.0	Introduction	9
2.1.	Background	9
2.2.	Background Documents.....	9
2.3.	Phase II Study (Parking Management Plan) Objectives	10
2.4.	Key Focus Areas	12
2.5.	Summary	13
3.0	Mission, Vision, and Guiding Principles	14
3.1.	Mission Statement:	14
3.2.	Vision Statement.....	14
3.3.	Guiding Principles	15
4.0	Existing Conditions	20
4.1.	Study Overview	20
4.2.	Inventory.....	21
4.3.	Key Observations	22
4.4.	Performance Metrics	24
4.5.	Parking Enforcement.....	25
4.6.	Conclusions	25
5.0	Community Outreach Process	26
5.1.	Overview	26
5.2.	Stakeholder Priorities and Key Themes	26
5.3.	Conclusions	28
6.0	Recommendations	30
6.1.	Parking System Objectives	30
6.2.	Short Term Action Items (0-2 Years).....	31
6.3.	Medium Term Action Items (2-5 Years).....	41
6.4.	Long Term Action Items	52
6.5.	Transportation Demand Management (TDM) Framework.....	58



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

7.0	Implementation Plan	63
7.1.	Responsibility Matrix	63
7.2.	Performance Measures.....	65
8.0	Projected Revenues and Expenses	67
9.0	Appendices.....	69
10.0	Parking Management Toolkit.....	70



1.0 Executive Summary

1.1. Introduction

The primary goal of this Downtown Parking and Mobility Management Plan is to be a guide for decision makers on topics such as governance, customer service, planning, technology, enforcement, demand management as well as parking facility and systems management. Specific project objectives include providing strategies and tools to:

- Identify governance and management structures that will work best for Jackson that will also contribute to the successful implementation of other community goals
- Position parking as a contributor to the vitality of Downtown
- Provide recommendations on establishing positive and proactive customer relations
- Explore the range of parking management strategies that can be used by the Town's management staff to address the conditions of limited parking availability and traffic congestion during peak demand periods and generally to promote increased community vitality
- Identify management strategies and technologies that can improve the customer experience, while also controlling operating costs and enhancing system financial performance
- Position parking management within the larger "mobility management" context in a way that promotes a balanced system of parking and multi-modal transportation alternatives

The recommendations in the Plan were developed to serve as a roadmap for the development of a comprehensive and strategic approach to parking and mobility management in Jackson. It should be noted that to achieve these goals, there will be times where trade-offs will need to be made between competing objectives/resources.

1.2. Process

The development of this Plan took place over the past year (2018-19) and included the following key steps to arrive at the recommendations:

- Development of Program **Vision, Mission, and Guiding Principles** to serve as a Framework for the Management Plan (**Chapter 3**)
- Data collection in the summer of 2018 to assess **Existing Conditions** (see **Chapter 4**)
- Extensive **Community Outreach**, including multiple focus groups, discussions with a technical advisory committee, Open Houses, and an online survey (see **Chapter 5**).

The following recommendations were developed based on an understanding of existing conditions, constraints and community priorities that emerged from the outreach process, and key issues identified by the project Technical Advisory Committee.

1.3. Community Priorities

Feedback received from the stakeholder outreach process supports the following "big-picture" themes:

1. **Focus on Management Strategies that Preserve Jackson's Character:** The most consistent theme expressed through the outreach process was that limited parking availability and traffic congestion along with continued growth threatens to erode Jackson's character if not addressed and managed in a way that preserves the welcoming, small town atmosphere. Parking



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

management strategies need to ensure that Jackson is welcoming to all, including visitors, employees, residents, the disabled, the elderly, families, and RV drivers alike.

2. **Consistent, Integrated Approach to Parking Management:** On-street regulations, off-street public parking options, and enforcement should work together to ensure that employees and long-term parkers understand clearly where to park so that short-term parkers (visitors and customers) and those with disabilities and the elderly are able to quickly and easily find parking near their destination. Enforcement should support this approach by focusing on identifying, citing, and collecting fines primarily from repeat offenders.
3. **Targeted Communication and Straightforward Signage and Wayfinding:** There is broad consensus and data that the peak summer season is the primary time in which there is limited parking availability. An effective communication program to identify where employees should park during the peak season is warranted. This, combined with clear and straightforward signage to direct visitors to convenient parking areas where they can expect to find parking, may help to alleviate visitor frustration and reduce traffic associated with drivers circulating in search of parking.
4. **Focus on Enhancing the Pedestrian Experience in Downtown:** Many community members expressed a strong desire to ensure that pedestrians feel safe and welcome in Downtown from the time they park their car until they arrive at their destination. Crosswalk enhancements, regular maintenance, additional lighting, and pedestrian-focused navigation aids will all help to improve the pedestrian experience and ensure that, as Jackson grows, Downtown continues to feel inviting and welcoming to all.

1.4. Recommendations

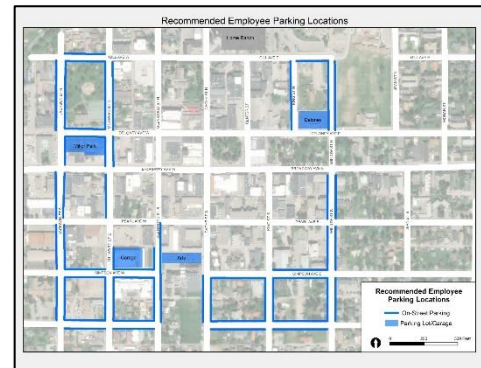
Short-Term Action Items (0-2 Years)

The following action items can be accomplished without the creation of a new full-time parking manager and support staff positions. Several will require additional dedicated enforcement staff time, capital expenditures, and staff time for implementation.

- **1.1 Extend Enforcement Hours to 7:00 PM**
 - *Intended Outcomes:* Increased on-street turnover, particularly during the late afternoon period. Potential for increase in number of vehicles served per day per stall as employees will be further discouraged from parking within the 3-hour parking zone.
- **1.2 Implement Escalating Fine Structure for Repeat Violators** while waiving fee for first time violators
 - *Intended Outcomes:* Deterrent against repeat violators, reduction in instances of “moving to evade enforcement” by long-term parkers and improved on-street parking turnover.



- **1.3 Convert Home Ranch to 3-Hour Visitor Parking (Peak Season Only) with Additional Wayfinding**
 - *Intended Outcomes:* Increase in the number of vehicles served per day within Home Ranch, reduction in occupancies during the day (making it easier for visitors to find parking within the lot), and potentially a decrease in traffic circulating in Downtown in search of parking.
- **1.4 Convert Taxi2Fly Parking to Employee Parking**
 - *Intended Outcomes:* Increase parking availability within the existing City parking garage that can be used by employees as well as customers and visitors.
- **1.5 Develop Employee Parking Maps & Communication Program to clarify recommended employee parking locations**
 - *Intended Outcomes:* Increase in the utilization of the parking garage and non-time limited on-street parking areas on the edge of Downtown by employees.
- **1.6 Add 15-Minute Stalls at Nearest Intersection on Blocks that Have at Least One High-Turnover Business in the Downtown Core (Up to 2 Per Block Face). This strategy could be expanded to address the need for hotel drop-off spaces.**
 - *Intended Outcomes:* Increased customer satisfaction, reduced traffic associated with vehicles circulating in search of parking.
 - *Regarding hotel drop-off spaces,* the trend nationally is to adopt multi-purpose drop-off spaces (not exclusively for hotel use – although the hotel use is likely to be the primary use). These spaces can also be used for transportation network companies (TNCs i.e., Uber/Lyft), valet parking or other short-term uses. A seasonal approach to providing these spaces may be appropriate. Note: Since valet parking would be a new service in Jackson, a white paper on this topic has been added to provide an overview of this practice.
- **1.7 Invest in Real-Time Space Availability in Select Public Lots**
 - *Intended Outcomes:* Increased employee and customer satisfaction due to the ease of finding available off-street parking, reduced traffic associated with vehicles circulating in search of parking. This option also provides city staff with on-going parking utilization data for planning purposes and would reduce future parking data collection costs.
 - Recommended systems for evaluation include: Parking Logix and MiStall.
- **1.8 Initiate Annual Data Collection Program to Monitor Performance**
 - *Intended Outcomes:* Transparency in the development and implementation of parking management strategies; facilitation of a data-driven approach to parking management.





2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

- **1.9 Add Section to the Municipal Code to Require Drivers to Move at Least One Block to Avoid a Time-Limit Citation**
 - *Intended Outcomes:* Reduction in instances of moving to evade by long-term parkers and improved on-street parking turnover.
- **1.10 Add Additional On-Street ADA Stalls in Downtown**
 - *Intended Outcomes:* Improved access for the elderly and those with disabilities.
- **1.11 Add Additional Bicycle Parking in Downtown**
 - *Intended Outcomes:* Improved visibility of bicycle parking in Downtown; increased satisfaction of bicyclist and bicycle commuters. An initial increase of bike parking options in the 5 – 10% range is recommended for the peak season. Adding bike parking in high visibility locations as well as in public parking areas is recommended.

Medium Term Action Items (2-5 Years)

- **2.1 Hire a Parking and Mobility Manager and required support staff**
 - *Trigger:* Prior to proceeding with any medium-term action items.
 - *Intended Outcomes:* Develop a clearly defined organizational structure to facilitate the streamlined implementation of an active parking and mobility management program. A “vertically integrated” city department model is recommended initially for the Town of Jackson. A vertically integrated model is one in which the parking and mobility function manages all aspects of parking (including on-street, off-street and enforcement at a minimum) as well as other mobility functions such as transportation demand management (TDM) program development.
- **2.2 Implement Seasonal On-Street Paid Parking within the Short-Term Parking Zone**
 - *Trigger:* Very limited on-street parking availability during the peak season ($\geq 85\%$ occupancy for 3+ hours) within at least 400 contiguous on-street stalls.
 - *Intended Outcomes:* Maintenance of high on-street turnover, reduction in instances of moving to evade by long-term parkers, reduced traffic associated with vehicles circulating in search of parking, increased utilization of off-street public parking lots.
- **2.3 Consider Implementing a Parking Benefits District**
 - *Trigger:* Implementation of on-street paid-parking.
 - *Intended Outcomes:* Transparency in the use of paid parking revenues, dedicated revenue for downtown beautification, safety, pedestrian, bicycle, transit, and parking improvement projects.
- **2.4 Convert Additional Public Lots to Short-Term Visitor Parking**
 - *Trigger:* Very limited off-street visitor parking availability during the peak season within all public time-limited off-street lots ($\geq 85\%$ occupancy for 3+ hours).



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

- *Intended Outcomes:* Increase in the number of vehicles served per day within each converted lot, reduction in occupancies during the day (making it easier for visitors to find parking within the lot), and potentially a decrease in traffic circulating in Downtown in search of parking.
- **2.5 Develop Off-Street Shared Parking Program for Peak Season Employee Parking**
 - *Trigger:* Conversion of two or more public lots to short-term visitor parking.
 - *Intended Outcomes:* Increased employee parking supply within a short walk of Downtown.
- **2.6 Engage with Providers of Shared Mobility Solutions**
 - *Intended Outcomes:* Improved control over how and when new mobility options, such as TNC drop-off/pick-up areas, bike share options, E-scooters, etc. are considered and approved for Jackson.

Long Term Action Items (5 Years +)

- **3.1 Expand On-Street Time Limited Zone**
 - *Trigger:* High short-term parking demand on adjacent blocks ($\geq 85\%$ occupancy for 3+ hours on block faces proposed for conversion).
 - *Intended Outcomes:* Increased turnover on each converted block face.
- **3.2 Implement Residential Permit Program for Unlimited Parking in Time-Limited Zones**
 - *Trigger:* Implementation of time-limited parking or paid parking in residential areas where residents need to park on street.
 - *Intended Outcomes:* Increased turnover on each converted block face in residential areas while addressing the parking needs of residents.
- **3.3 Implement Employee Permit Program for Unlimited Parking in Certain Time-Limited or Paid Parking Zones**
 - *Trigger:* Net decrease of 200 or more unlimited parking stalls in and around Downtown.
 - *Intended Outcomes:* Mitigation of impacts to employees caused by other strategies, increased employee utilization of alternative modes.
- **3.4 Implement High-Frequency Downtown Trolley Service**
 - *Trigger:* Adequate funding. On-Street paid parking could be one funding source.
 - *Intended Outcomes:* Additional option for accessing Downtown without a vehicle.
- **3.5 Construct New Parking Garage or a One-Level "Parking Lid" over an Existing Surface Parking Lot**
 - *Trigger:* Very limited parking availability across entire Downtown ($\geq 85\%$ average occupancy for 3+ hours across entire Downtown on- and off-street parking supply).
 - *Intended Outcomes:* Increased Downtown parking supply.



1.5. Implementation Plan

Section 7 of this report includes an implementation plan summary and “responsibility matrix”. This is followed by a summary table of “Performance Measures” designed to track system utilization and performance based on specific recommended strategies.

1.6. Transportation Demand Management Framework

What is Transportation Demand Management (TDM)?

Transportation demand management refers to the application of strategies and policies to reduce travel by single-occupancy private vehicles during peak times into congested areas. Managing traffic and parking demand can be a cost-effective alternative to increasing roadway and parking capacity while still serving community needs through a variety of transportation options.

TDM Strategies

As a starting point, it will likely be beneficial to establish a mode split target and then monitor progress in working towards this goal. As an example, a key goal of Jackson’s future TDM program could be:

- By 2035, no more than **35% of employee trips to Downtown Jackson** will be made by single-occupant vehicle trips.

As a start, below is a list of potential targets and strategies that could work in combination to achieve the 35% mode split target:

- **40% by Transit** (Including park-and-ride trips)
- **10% by Bicycle**
- **10% by Carpool**
- **5% Walk**

Implementing a robust TDM program requires a significant amount of dedicated support by a **TDM Coordinator** to work with businesses and transportation service providers to promote the benefits and costs savings that can be achieved through effective TDM.



2.0 Introduction

2.1. Background

The Town of Jackson recognizes the important role of parking management in promoting access and mobility in its community. This “Phase II” study which focuses on developing a downtown parking management plan, follows a study completed in 2017 (“Phase I Study”) that focused on the areas outside of Downtown Jackson (specifically Character Districts 3, 4, 5, and 6), examining parking dynamics and strategies related to residential and non-downtown commercial parking.

The Phase One study’s purpose and objectives included:

- Examining existing utilization and demand characteristics of on and off-street parking for residential and commercial land uses outside of Downtown Jackson.
- Present a range of alternative approaches to managing and maintaining parking and transportation resources into the future to inform officials as they determine the desired direction for policy implementation.
- Inform the Town’s 2017 zoning code update by providing recommendations pertaining to residential and commercial measured parking demands outside of Downtown Jackson.

Analysis and recommended considerations included in the Phase I parking study report were presented under a framework of ten policy considerations adopted by the Town Council on June 27, 2017. These 10 policy questions are based on the parking issues identified by the public, staff, and Kimley-Horn in May and June 2017.

1. What level of vehicle parking demand are we planning for?
2. What level of bicycle parking demand are we planning for?
3. What is an acceptable distance from a parking space to a destination?
4. Should parking policy vary by season?
5. Who is on-street parking for?
6. What is the public role in providing off-street parking (e.g. parking garages, on street)?
7. How should Park n’ Ride facilities be used?
8. What level of safety are we trying to achieve through parking policies?
9. How should on-street and off-street public parking be funded?
10. How should parking be managed?

Coordinated combinations of answers to these policy questions comprise the alternative approaches presented in this report for review and consideration by the Town of Jackson.

2.2. Background Documents

Jackson/Teton County Comprehensive Plan

In addition to the Phase I Parking Study noted above, the Jackson/Teton County Comprehensive Plan envisions increased residential density throughout parts of Jackson to provide workforce housing opportunities, in addition to areas of greater residential and commercial density that are more pedestrian-oriented and place a diminished emphasis on providing large reservoirs of parking.



Jackson/Teton Integrated Transportation Plan

The Jackson/Teton Integrated Transportation Plan was developed by a team consisting of Charlier Associates, Inc./Logan Simpson Design Inc. and Fehr & Peers in 2015. This plan was envisioned to be a “blueprint for implementing the transportation provisions of the Town/County Comprehensive Plan”.

Town of Jackson Community Streets Plan

Jackson’s Community Streets Plan builds upon recommendations of the Jackson/Teton County Comprehensive Plan to implement the community vision for future development of the transportation system. The plan serves as an adaptable guide and “toolkit” of preferred street right-of-way design solutions that shall be implemented to create a multimodal transportation system that works for people driving cars, riding transit, traveling by bike or on foot.

2.3. Phase II Study (Parking Management Plan) Objectives

The primary goal of this Downtown Parking and Mobility Management Plan is to be a guide for decision makers on topics such as governance, customer service, planning, technology, enforcement, as well as parking facility and systems management. Specific project objectives include providing strategies and tools to:

- Identify governance and management structures that will work best for Jackson that will also contribute to the successful implementation of other community goals
- Position parking as a contributor to the vitality of Downtown
- Provide recommendations on establishing positive and proactive customer relations
- Explore the range of parking management strategies that can be used by the Town’s management staff to encourage on-street parking turnover and promote increased community vitality
- Identify management strategies and technologies that can improve the customer experience, while also controlling operating costs and enhancing system financial performance
- Position parking management within the larger “mobility management” context in a way that promotes a balanced system of parking and multi-modal transportation alternatives

The “Parking Experience”

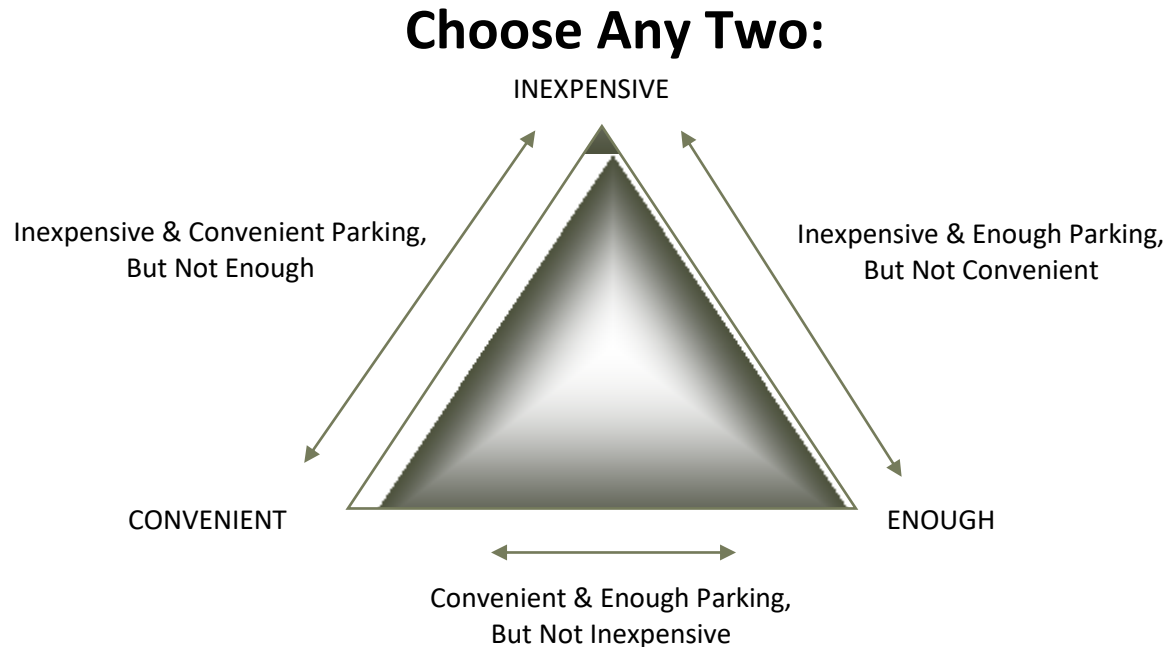
There is one element common to every study and every downtown: parking is always a source of frustration and contention. Parking can be a truly *emotional* issue because it affects people so directly. Few other areas involve the interrelated issues of personal safety/security, finance, convenience, wayfinding, accessibility, and customer service. Because parking creates the first and last impression for those visiting Downtown Jackson by car, it is important to consider how to best manage the overall “parking experience.”





Figure 1 depicts an interesting truism about parking:

Figure 1: Parking Triangle



Everyone wants three things when it comes to parking:

1. They want there to be plenty of it;
2. They want it to be very convenient; and
3. They want it to be inexpensive (and preferably free).

Unfortunately, you can provide any two, but not all three of these elements simultaneously. This ushers in the need for a policy decision:

- If you choose to provide **inexpensive and convenient** parking, you will likely not be providing enough parking. This option may be acceptable if you want to use the lack of spaces as part of a demand management strategy to encourage the use of transportation alternatives.
- If you choose to provide **inexpensive and enough** parking, it will not be very convenient. With this choice, you may be adopting a strategy that utilizes less expensive remote parking supported with shuttle operations (at least for employees).
- If you choose to provide **convenient and enough** parking, it will not be cheap. This often-preferred approach typically means you have chosen to develop structured parking. The national average cost to construct a surface lot parking ranges from \$5,000 to \$8,000 per space. Above grade parking structures average between \$18,000 to \$30,000 per space nationally. Staff estimates the local Jackson cost per space for structured parking may be as high as \$50,000 per space. Below grade parking can range between 1.5 to 2 times the cost or more of above grade structures depending upon soil conditions and other factors. Another consideration that is often



overlooked is that operating, utility, maintenance, and security costs are significantly higher with structured parking.

In urban environments, the choice is most often made to have “**convenient and enough**” parking. This strategic decision and the significant capital investment it requires creates the need to assure that these investments are well managed and responsive to the communities they serve.

The resource “**20 Characteristics of Effective Parking Management**”¹ provides guidance for establishing the basis for a sound and well-managed parking system combined into an integrated programmatic approach. These characteristics provide a solid foundation for communities who are working to manage parking in a way that balances convenience, availability, and cost. The ultimate goal is a system that provides professional management, understands the role it plays in contributing to the larger objectives of the downtown, and is responsive to the community’s needs.

2.4. Key Focus Areas

The Town of Jackson is considering the development of a comprehensive parking management program as a strategy to support on-going community planning initiatives. This initial framework plan provides a roadmap for the development of a comprehensive and strategic approach to parking and mobility management in Jackson. The development of such a program would typically require the following ten elements:

1. **A Sense of Purpose and Direction relative to Parking and Mobility Policy** – This parking management framework plan should complement and build on 2017’s parking data collection and parking planning work and other parking, transportation policy, and planning work recently completed by the Town (including the 2015 Integrated Transportation Plan).
2. **Program Organization and a Strong and Capable Program Leader** – The recruitment and hiring of a parking/mobility manager (and required support staff) with experience managing a municipal parking program is a key first step. This report also discusses parking system operating methodologies. Program organization is a key foundational element and a vital initial step to creating an effective and sustainable parking and mobility management program.
3. **A Strong Customer Service Orientation** – One of the key leadership elements that needs to be infused into the program from the beginning is a strong customer service focus. This applies not only to staff training but also to facilities maintenance and investments in new technologies. Parking can play a key role in improving the perception and the experience of Downtown overall. Collaboration and partnerships with the Town of Jackson, the Chamber of Commerce, and the downtown merchants will be an important component of this initiative.
4. **A Focus on “Mastering the Fundamentals” of Parking Management** – This focus area is about gaining an in-depth understanding of the many complex and challenging aspects that are somewhat unique to parking. The Resource “20 Characteristics of Effective Parking Management” (Toolkit Item # 1) provides a strong framework built around specific program categories. This resource provides the basis for a comprehensive program development approach and can assist the Jackson parking program as it strives to become one of the best small municipal programs in the country.

¹ Toolkit Reference: See Appendix A



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

5. **Establish parking as a separate “enterprise fund” for any future parking revenues** – Long-term, parking has the potential to grow into a self-sustaining enterprise fund if all parking related revenue streams (if implemented) are dedicated to support the fund. There are strategies for reinvesting a percentage of net parking revenues (after expenses and recommended set asides) back to the general fund or back to the downtown district through a mechanism referred to as a “parking benefit district”.
6. **Leverage under-utilized private parking resources** – As a potential tool to cost-effectively increase the public parking supply, the Town can work with private parking owners in the downtown area to develop creative opportunities to manage private lots as shared parking resources. This can be accomplished by providing high-quality parking management services and revenue sharing arrangements with local businesses, property owners, and institutions.
7. **Investment in New Technology** – Leveraging new technology will be a critical element in achieving many of the stated goals of this project including:
 - a. Enhanced customer friendly programs and services
 - b. Improved operational efficiency
 - c. Enhanced system financial performance
 - d. Improved system management
8. **Development of a strong parking maintenance program** – A strong parking maintenance program would have regularly scheduled facility condition appraisals, the creation of parking facility maintenance reserves, and a prioritized facility restoration and maintenance schedule. While there is currently only one structured parking facility in downtown Jackson, this element may grow in importance with future investments in Jackson’s parking system.
9. **Over time, expand the parking program’s mission to adopt a broader focus on comprehensive mobility management** – Development of transportation demand management (TDM) strategies, promotion of transportation alternatives, support for shared mobility and active transportation, and the development of complementary parking policies will be important in this area.
10. **Parking Planning** – Development of a robust and effective parking planning function or at a minimum, the inclusion of parking management in larger community planning initiatives and on-going discussions relative to new or proposed development projects is highly recommended. Also work closely with Planning to address parking requirements (zoning code), shared parking opportunities, and ADA parking issues.

2.5. Summary

The importance of parking as one of the most visible and often controversial elements of a downtown’s infrastructure is often underestimated. Parking, when well-managed, can be a key component in retaining existing businesses, supporting investment and redevelopment, and sustaining healthy and vibrant downtowns. This Downtown Parking and Mobility Management Plan is intended to serve as a roadmap for the development of a comprehensive and strategic approach to parking and mobility management in Jackson.



3.0 Mission, Vision, and Guiding Principles

The purpose of a program's Mission and Vision is to clearly and concisely establish the core function of the program (Mission) and chart a course for the future (Vision). These foundational elements provide a base on which to build an overall strategic framework for the program². While the following Mission and Vision statements primarily apply to Downtown, as this is where the bulk of the parking management issues will occur, these parking management principles should be applied town-wide and be in alignment with larger community and parking/mobility goals.

3.1. Mission Statement:

The Jackson parking program supports Jackson's thriving Downtown and strategic planning goals with effective parking policies, planning, and programs, enhancing the parking experience for the Town's customers and local residents.

3.2. Vision Statement

The Jackson parking program will develop a quality, customer-oriented parking and mobility management system, responding to the current and future needs of parkers through active planning, management, coordination, and communications.

² A program has been created by the International Parking and Mobility Institute referred to as the "Accredited Parking Organization" or "APO" (See report Toolkit Items 2 and 3 for a copy of the program overview and criteria matrix). This program was partially created to begin codifying "industry standards" related to parking operations and management and provides a good set of parking program development guidelines that could be guide for Jackson in terms of program scope.



3.3. Guiding Principles

The purpose of Guiding Principles is to establish a strategic framework upon which to build a comprehensive Parking Management Program.



While the Mission and Vision establish the program's foundation and aspirations, these Guiding Principles are strategic in nature, responsive to the needs of the community and aligned with the larger community's planning goals.

These parking program Guiding Principles will encourage the use of parking and other transportation resources to support and facilitate priority planning goals and serve prioritized user groups. They will also serve as a foundation for near and long-term decision-making relating to parking management and development in the downtown.

Guiding Principle Categories:

1. Organization/Leadership
2. Planning /Urban Design
3. Effective Management/Accountability
4. Customer Service Orientation
5. Communications/Branding /Community Education
6. Leveraging Technology
7. Accountability/Financial Management
8. Integrated Mobility Management
9. Sustainability

A statement better defining each of the nine draft guiding principles is provided on the following pages.

Guiding Principle #1 – Organization/Leadership

The parking management program will be “vertically-integrated” with responsibility for:

- Managing on-street parking
- Managing Town-owned off-street parking
- Coordination with privately owned off-street parking



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

- Parking enforcement/citation management and adjudication (Note: citation adjudication should be done by a separate agency or entity than that which issues the citations.)
- Parking planning and development
- Transportation demand management

Consolidating the various parking functions under a single entity will establish a consolidated system that is action-oriented, responsive, and accountable with improved coordination and operating efficiencies.

Recruiting a strong leader is a key element for success. The organization leader must have strong vision and communications skills, specialized parking and planning expertise, and be capable of educating other community leaders, stakeholders and private sector partners on the importance and relevance of a strong parking management organization. Strong general management and financial program development skills are also required.

This approach would be a major departure from what previous Councils have been willing to invest in in the past. The principle of “vertical integration” would argue for a parking program that would take on parking enforcement as part of a comprehensive parking program, thus shifting the enforcement function from the Police. This would require the hiring several new positions.

Guiding Principle #2 – Planning / Visioning/ Policy/ Urban Design

The Jackson parking management system shall have an active and comprehensive planning function.

The Jackson parking management system will be included in all strategic development and transportation planning efforts. The parking management system will work with planning staff to review and evaluate parking zoning requirements, the development of parking design standards that promote good urban design principles related to parking structures and mixed-use projects, and the creation of transit-oriented development parking standards.

Effective parking planning will mean an improved understanding of parking supply/demand conditions on an on-going basis, and ultimately the development of parking infrastructure that will enhance and better support the community strategic goals and urban design.

The vision of an enhanced planning and policy development function will be pursued on multiple levels.

Parking management strategies and programs should support and compliment other access modes to better facilitate the accessibility and user-friendliness of downtown Jackson as a preferred regional destination. Resources shall be effectively planned and managed to promote and support multiple access modes into and around the downtown. Primary access modes include automobile, transit, bike/motorcycle and pedestrian users.

Event parking management is another component of a comprehensive parking management function that requires active planning. It is the layering of lots of smaller functions, such as special events planning and management, that helps inform the need for a new more comprehensive approach to parking management and begins to illustrate the levels of complexity and importance of the parking management function.

Well-defined parking facility design criteria, parking related streetscape enhancements, and effective integration of signage and wayfinding elements are all areas that this principle will promote. Parking



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

management will work toward developing a parking system that continues to be self-supporting and sets aside funds for maintenance reserves and future capital asset funding.

Guiding Principle #3 – Effective Parking Management/Accountability

The Jackson parking management system will strive to be a forward thinking, “best-in-class” parking program.

The Jackson parking management system should anticipate future patron needs in the context of anticipated growth and other planning initiatives and seek to integrate supportive parking and multi-modal access strategies as appropriate.

Evaluation of other parking management best practices and new technologies should occur on an on-going basis. Effective facility maintenance, infrastructure reinvestment, and other system management fundamentals will be routinely addressed. Emphasis will be placed on enhancing parking facility appearance, maintenance, safety and security, regardless of facility ownership. The parking management system will promote standards to encourage comprehensive and pro-active facility maintenance and security plans. Note: An extensive collection of parking management best practices has been provided in Parking Management Toolbox Item # 6.

Facility maintenance reserves and other maintenance best practices will be encouraged in the Town-owned facilities. Publicly available parking facilities marketed through the Jackson parking management system will agree to a community-developed set of parking facility standards. Participating facilities will be routinely monitored by the new parking management program.

Parking facilities will incorporate public art and creative level identification/theming to enhance the parking experience for their patrons and make parking facilities more navigable and inviting.

Guiding Principle #4 – Customer Service Orientation

Parking will promote the Town of Jackson as a desirable destination for shopping, dining, recreation, and employment by making parking a positive element of the overall community experience.

The Jackson parking management system will strive to develop and coordinate private and publicly owned parking facilities that are clean, convenient and safe.

Parking enforcement staff will present a friendly and professional appearance and receive on-going customer service and community ambassador training.

Ongoing goals of the parking management organization will include: Responsiveness to community needs, openness to fresh ideas, and active participation in community planning and events.

One major goal of the Jackson parking management system is to create a parking program that will be easy for the visitor to understand and to access. This will be accomplished using common branding and marketing, an integrated signage plan, a web-based information clearing house, special events programs, etc.

Management of the on-street parking system will be enhanced over time through investments in new technology and customer friendly parking enforcement policies.

The Jackson parking management system should aim high and strive to achieve a Best-In-Class parking program. All aspects of the parking system should reflect an understanding of what the customer desires in terms of a positive and memorable experience. After a few years, it is recommended that the Jackson Parking program work toward achieving "accreditation" through the International Parking and



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

Mobility Institute's "Accredited Parking Organization" (APO) program (more information on the IPI's APO program is provided in the Parking Management Toolbox Items # 2 & 3).

Special programs to address retail enhancement initiatives, shared-use parking, employee parking, special/large events parking, etc. will be developed. These programs will be developed in a collaborative manner and designed to support larger community goals and objectives.

Guiding Principle #5 – Communications/Branding/Marketing and Community Education

Parking management programs and facilities will be developed to function as a positive, marketable asset for the Town of Jackson.

Parking management strategies and programs will be cross-marketed to promote the Town as a unique and visitor-friendly regional destination. Parking availability shall be well publicized to enhance the perception of parking as a positive element of the community experience. Reinvestment of parking resources back into the downtown will be promoted. The Jackson parking management system will develop an effective branding program.

In addition to web-based information, the Jackson parking management system will develop educational materials on topics such as: parking development trends, parking safety tips, etc. The organization will also promote discussion with parking facility owners/operators on topics such as facility condition assessments, maintenance program development, parking management best practices, etc.

Town parking programs and information shall be well promoted and marketed. The Jackson parking management system will work closely with the Planning department, Chamber of Commerce, and other community agencies/stakeholders to promote, educate, and market parking programs.

Guiding Principle #6 – Leveraging Technology

The Jackson parking management system will adopt technology solutions to enhance customer service and parking information options.

A key goal is to make parking less of an impediment to visiting the downtown and more of an amenity.

Technology will be leveraged to streamline and simplify access to parking and will be a key parking management strategy. Another key technology related goal is to enhance the efficiency and effectiveness of the new parking management staff and programs.

Guiding Principle #7 – Accountability / Financial Management

The parking system will strive, over time, to be financially self-supporting and accountable to stakeholders. In terms of accountability, it is assumed that a new parking management program (based on these "guiding principles") will communicate with community stakeholders on an on-going basis. Accountability refers to ensuring that agreed upon plans and strategies developed in collaboration with community stakeholders are implemented as discussed.

Parking management will work toward developing a parking system that is self-supporting and sets aside funds for maintenance reserves and future capital asset funding.

By aligning any future parking revenue streams from on-street parking (potential metered parking), off-street parking, enforcement, (and potentially special assessment fees and fee-in-lieu programs), it is possible to develop a parking system that self-funds all operating and maintenance expenses, facility maintenance reserves, planning studies, and future capital program allocations. A consolidated parking



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

revenue and expense statement should be developed to document all parking related income streams and expenditures to give a true accounting of parking finances.

Guiding Principle #8 – Integrated Mobility Management

The Jackson parking management system will support a “Park Once” philosophy and a balance of travel modes, including bus, vehicular, bicycle and pedestrian, to meet community-wide access goals. Parking strategies and initiatives will be coordinated and aligned with the Jackson and Teton County Land Use and Transportation Plans. A park-once strategy is an approach to promoting walkable communities through which strategically located parking facilities are provided within safe walking distance and easy access of a variety of destinations. Park-once strategies let residents, workers, and visitors “park once,” leaving their car behind and using other means (e.g., walking, community shuttles, shared mobility options such as bicycle rentals) to get to their desired destination(s) within the community.

The parking program will be a supporter and potentially a funding partner for a variety of transportation demand management programs and transportation alternatives that promote improved community access and a more sustainable parking and transportation program.

Guiding Principle #9 – Sustainability

The Town of Jackson will pursue initiatives to promote more sustainable and efficient operations.

While initial program funding may have to come from Town general funds for program staffing and initial capital equipment acquisitions, implementation of paid on-street parking, if pursued as a parking management strategy, will provide the program with a new source of revenue capable of providing a sustainable funding source to get the new program up and running.

“Green” strategies can result in more efficient and environmentally sensitive uses of parking resources and provide other benefits, including reduced congestion and pollution, improved transportation choices, more efficient land-use, and improved streetscape aesthetics.



4.0 Existing Conditions

The Study Area for Jackson's Downtown Parking Management Plan is shown in **Figure 2**. This Section summarizes the results and findings of the data collection effort completed in August 2018. A more detailed analysis of Existing Conditions is included in **Appendix A: Existing Conditions Report**.

4.1. Study Overview

Parking counts were conducted over two days in the peak season to represent one peak season weekday and one peak season weekend day:

- Thursday, August 23, 2018
- Saturday, August 25, 2018

The on-street study area was divided into three areas:

- **Town Square Zone:** Consisting of 96 stalls surrounding the Town Square.
- **Downtown Core Zone:** Consisting of the entire 3-Hour and 15-Minute parking zone in Downtown outside of the Town Square Zone.
- **Downtown Edge Zone:** Consisting of 24 block faces adjacent to the 3-Hour Downtown Core Zone with unrestricted on-street parking.

On-street counts were completed using three different methods within each study area:

- **Town Square Zone:** *Turnover Study*. License plates recorded every 30 minutes from 8:00 AM to 9:00 PM to allow for calculation of average duration of stay.
- **Downtown Core Zone:** *Occupancy Study & Unique Vehicle Analysis*. License plates recorded every 2 hours from 8:00 AM to 9:00 PM to obtain occupancy snapshots and unique vehicles. Average duration of stay was not calculated from this data.
- **Downtown Edge Zone:** *Occupancy Counts Only*. Vehicle counts only (no license plates) were recorded every 2 hours from 8:00 AM to 9:00 PM.

Off-street counts were completed at the same time as the 2-hour on-street counts. Vehicle counts only (no license plates) were recorded in each of the 5 primary public lots in Downtown from 8:00 AM to 9:00 PM including:

- Home Ranch Lot
- Deloney Lot
- Miller Park Lot
- Center for the Arts Lot
- Parking Garage

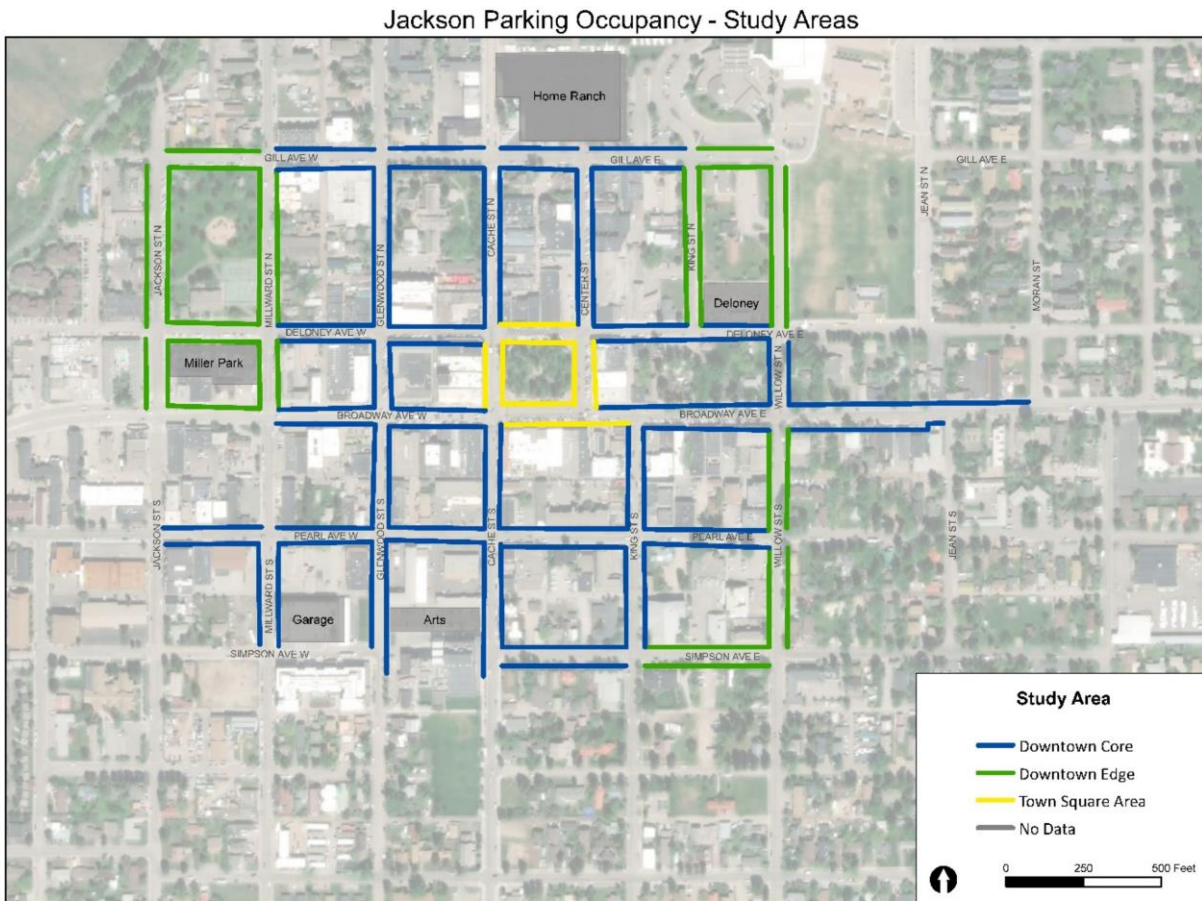


Figure 2: Downtown Study Area

4.2. Inventory

As part of the data collection effort, an inventory was completed to document number of stalls by type within each Study Area. In total, the Downtown Parking Management Plan Study Area consisted of 1,078 on-street parking stalls and 664 public off-street parking stalls.

On-street parking management recommendations for Downtown will focus on the 715 3-Hour stalls, the 52 15-Minute stalls, and the 10 ADA stalls. The 72-hour stalls were included to assess available capacity on the edges of the 3-Hour Zone.

Under existing conditions, drivers may park all day in any of the unrestricted stalls within the public off-street lots in Downtown. In each of the four surface lots, no overnight parking is allowed. Within the Parking Garage, drivers may leave their vehicle for up to 48 hours.



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

Table 1: On-Street Inventory

Type	"Town Square" Zone	"Downtown Core" Zone	"Downtown Edge" Zone	On-Street Total
3-Hour	94	621	-	715
15-Min	-	52	-	52
ADA	2	8	-	10
72-Hour Limit	-	18	283	301
	96	699	283	1,078

Table 2: Off-Street Inventory

Type	Home Ranch	Deloney	Arts	Miller Park	Garage	Off-Street Total
Daily	139	77	54	58	200	528
ADA	6	4	3	3	8	24
EV	1	1	-	4	1	7
Oversize	23	-	-	-	-	23
Military	1	1	-	-	1	3
Tour Bus	2	-	-	-	-	2
Hybrid	7	-	-	-	-	7
Ride to Fly	-	-	-	-	70	70
	179	83	57	65	280	664

4.3. Key Observations

On-Street Parking

Occupancy

- On-street parking demands are higher on weekdays compared to weekends; the peak hours within the study area are **Weekdays from 12:00 PM to 2:00 PM** and **Weekdays from 6:00 PM to 8:00 PM**.
- Parking around Town Square is very constrained, with very limited parking availability all day on both weekdays and Saturdays.
- Parking availability increases with distance from Town Square. Parking management strategies that help to spread demand more evenly across Downtown would allow users to more easily find parking around Town Square.
- On **Weekdays from 6:00 PM to 8:00 PM**, the entire 715-stall 3-Hour Zone is approaching the effective capacity threshold of 85%. Even when only including the 621 3-Hour stalls outside of the Town Square Zone, the occupancy at 6:00 PM is 82%.
- Parking is readily available within the 15-Minute zones, indicating these stalls are functioning as intended. A review of the total supply of 15-Minute stalls may be warranted.



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

Turnover (Town Square Only)

- More than 50% of vehicles parking on the Town Square park for less than an hour.
- Approximately 1/3 of vehicles parking on the Town Square park for less than 30 minutes.
- **Note:** Stays of greater than 3 hours are not equivalent to a violation, as this number includes vehicles parking outside of enforcement hours (9:00 AM to 6:00 PM).
- The number of vehicles served per stall on the Town Square is very high, indicating that time restrictions and enforcement are effectively encouraging long-term parkers to park in unrestricted areas or off-street lots.
- Although the turnover rate is high, the very high occupancies likely make it very difficult to find parking in this area, potentially leading to traffic associated with drivers searching for parking.
- Within the "Town Square" Zone, the average duration of stay for Teton County license plates (WY-22) was not observed to be higher than the general average.
- On weekends, vehicles with license plates from Wyoming (outside Teton County) and Idaho stayed longer on average compared to vehicles with license plates from other areas. Part of this longer average duration of stay may be associated with the Farmer's Market, where many vehicles (likely including vehicles of vendors) were observed to have parked from 8:00 AM to 12:00 PM.

Compliance with Regulations

- The violation rate is very low on weekdays, indicating high compliance with time restrictions on the Town Square.
- On Saturdays, the violation rate on the Town Square is higher compared to weekdays. Many vehicles were observed parking for the full duration of the Farmer's Market (8:00 AM to 12:00 PM), typically departing by around 12:30 PM. This indicates that at least some vendors choose to ignore the 3-Hour limit during this time (enforced starting at 9:00 AM), overstaying by up to around 30 minutes on average. Should the Town make any changes to time limits in Downtown (reducing to 2-hours, for example), careful consideration should be given to whether or not exceptions should be granted to these vendors on Saturdays.
- Within the full 715-stall 3-Hour Zone, 53 vehicles out of 2,383 observations (2.2%) on Thursday and 75 vehicles out of 2,197 observations (3.4%) on Saturday were noted to have exceeded the 3-Hour time limit between 9:00 AM and 6:00 PM. Although this sample likely underestimates the actual violation rate, it provides an indication that the violation rate is not significantly higher outside of the "Town Square" Zone.
- On Thursday, August 23rd, 2018, data provided by the Jackson Police Department indicates that 8 citations were issued for "overtime parking" violations. If there were 53 overtime violations during this period, the capture rate was 15% on this date. Typical guidelines indicate that parking enforcement should target capturing approximately at least 8% of all overstay violations, suggesting that Jackson's capture rate is within acceptable range.

License Plate Observations

- Teton County plates were observed less frequently on the Town Square compared to the entire downtown.



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

- On weekdays, 47% of all unique vehicles recorded were from Wyoming, compared to approximately 39% on weekends.

Vehicle Movements within the 3-Hour Zone

- A higher percentage of vehicles with Teton County plates were observed to have parked more than once within the 3-Hour Zone over the course of the day (8:00 AM to 9:00 PM) when compared to other vehicles with other license plates on both weekdays and weekends.
- The percentage of vehicles parking more than once within the 3-Hour Zone is lower on Saturday compared to Thursday.

Public Off-Street Parking

- The off-street parking lots are well-used during the day, peaking in usage on **Weekdays from 12:00 PM to 2:00 PM**.
- During the midday peak hour, approximately 60 daily parking stalls (48-hour limit) are available within the Parking Garage.
- The unrestricted daily parking in the off-street parking lots exceeds effective capacity during the midday peak, reaching 88% occupancy on **Weekdays from 12:00 PM to 2:00 PM**. Only the Parking Garage has additional capacity during this time for general users.

4.4. Performance Metrics

To allow for regular comparisons of system performance between years, eight performance metrics are summarized in **Table 3**. While these performance metrics oversimplify many of the observations, measuring changes in each of these metrics between years can allow for a high-level indicator of effectiveness of various management strategies that may be implemented within the goal of influencing parking behavior in Downtown Jackson.

Footnotes document the specific sample size used in the calculation of each of the metrics.

Table 3: Summary of Key Performance Metrics

Performance Measure	Weekday	Weekend
Vehicles Served Per Day per Space (8 AM – 9 AM)	8.69	7.61
Vehicles Served Per Day per Space (9 AM – 6 PM)	6.61	5.53
Average Duration of Stay (8 AM – 9 PM)⁵	1 Hour 21 Minutes	1 Hour 32 Minutes
Violation Rate⁶	3.1%	8.5%
Peak Occupancy⁷	*83%	*74%
Surplus Supply at Peak⁸	208 Stalls	326 Stalls
Block Faces with Constrained Parking at Peak⁹	32 Block Faces	32 Block Faces

*Peak Periods: 12:00 PM to 2:00 PM (Weekday); 10:00 AM to 12:00 PM (Weekend)

³ Based on 94 3-Hour stalls in the “Town Square” Zone

⁴ Based on 94 3-Hour stalls in the “Town Square” Zone

⁵ Based on 94 3-Hour stalls in the “Town Square” Zone

⁶ Based on 94 3-Hour stalls in the “Town Square” Zone

⁷ Based on a combination of 715 on-street 3-Hour stalls and 528 daily unrestricted public off-street stalls

⁸ Based on a combination of 715 on-street 3-Hour stalls and 528 daily unrestricted public off-street stalls

⁹ Out of 91 block faces where occupancy data was collected



4.5. Parking Enforcement

The following notes from a meeting with City staff associated with the current parking enforcement program¹⁰ summarizes current program operations and issues.

- Current LPR enforcement schedule begins between 9:00-9:30 am and concludes around 5:00 pm
- The enforcement route includes the entire 3-hour parking area and the Home Ranch parking lot
- A complete route takes approximately 35-45 minutes to complete without stopping to issue citations; a typical route is 60 minutes once citations are included
- Enforcement occurs 7 days a week, 365 days a year as staffing permits
- Approximately 5 complete routes are completed each day between mid-June and mid-August; the frequency is less during other times of year based upon staff availability
- Limitations/inefficiencies are currently related to software and hardware issues, as well as staff availability
- There is not a significant problem with the current system not being able to read plates correctly, although it does happen
- Currently there are 2 full time Community Service Officers (CSOs) assigned to parking enforcement
- CSOs are often pulled off parking enforcement to address other duties, including accidents, oversize vehicle complaints, other parking complaints, animal control, etc.
- 2 seasonal CSOs are hired between mid-June and mid-August to assist with parking enforcement
- Town is currently hiring a 20 hour a week CSO position to cover weekend parking enforcement
- CSOs typically issue 18-25 citations a day; historically it was 75 per day when a 2-hour maximum limit was in place with manual (walking and chalking) enforcement
- Parking tickets are not generally viewed as a revenue source
- Peak parking demand is typically seen between June 1 and October 1
- Tour bus parking is an issue, no buses currently utilize the signed tour bus facilities on King Street and small cars often use reserved RV/tour bus parking in Home Ranch lot
- Loading and unloading of commercial vehicles is not currently an enforcement issue
- Uber and taxi spaces are not currently an enforcement or demand issue

Two appendix documents have been provided as part of this report to support and enhance the parking enforcement program going forward. These include: Toolkit Item 4 - Parking Enforcement Program Audit Checklist and Toolkit Item 5 - Sample Parking Enforcement Operations Manual.

4.6. Conclusions

Within the “Town Square” Zone, the turnover rate is very high, the average duration of stay is low (compared to the 3-Hour time limit), and the violation rate is low. However, overall parking demands during the peak season are very high within Downtown Jackson, with only around 17% of all 3-Hour on-street stalls and daily public off-street stalls (208 stalls) available during the weekday peak period from 12:00 PM to 2:00 PM. During this peak period, 32 block faces in Downtown are at least 85% occupied, indicating that visitors and customers, particularly those unfamiliar with Jackson, may need to search across several blocks for parking.

¹⁰ Meeting attendees: Michelle Weber, Roger Schultz, Jerad Weston, Paul Anthony, and Tyler Sinclair



5.0 Community Outreach Process

5.1. Overview

From October 2018 through January 2019, the Jackson Downtown Parking Management Plan Project Team led an outreach campaign to engage the community and downtown stakeholders to help understand, frame, and prioritize the key challenges and potential improvements for the parking experience in Downtown Jackson.

This summary provides an overview of feedback received, highlights consistent themes – observed by the consultant team and self-reported by the community – and concludes with strategies for incorporating identified stakeholder priorities into the Downtown Parking Management Plan.

Elements of the outreach campaign included:

- In-Person Community Outreach Event Summaries
 - 1) Chamber of Commerce Meetings
 - 2) Informal Downtown Employee Discussion
 - 3) Informal Multimodal Advocacy Group Discussion
 - 4) Informal Downtown Business Owners Discussion
 - 5) Community Open Houses
- Feedback from Technical Steering Committee
- Online Survey Results (395 responses)
- Summary of Stakeholder Priorities and Key Themes
- Conclusion

A more detailed summary, including the full survey results, can be found in **Appendix B: Community Outreach Summary Report**.

5.2. Stakeholder Priorities and Key Themes

Community members and stakeholders expressed a wide variety of concerns, priority issues, and recommendations related to parking within Downtown Jackson during the campaign to collect feedback. The following section summarizes the First, Second, and Third Tier priorities that emerged to help organize the information gathered. However, during the development of the Downtown Parking Management Plan, all feedback received was used to help craft recommendations.

Tier 1 Priorities

Tier 1 Priorities were expressed consistently through a variety of in-person meetings and within the online survey. Addressing these issues should serve a key priority of the Downtown Parking Management Plan.

Address Downtown Employee Parking

- Consider options to encourage employees to use the parking garage and other areas with available capacity outside of the Downtown core in order to free up parking for short-term parking needs.
- Both incentives (such as employee benefits for parking in the garage or using alternative modes of transportation) as well as increased enforcement should be considered.



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

Manage Parking Based on Time Stays

- Parking is readily available if able and willing to walk a few blocks; however, parking further away can be a challenge for the disabled, the elderly, families, and for quick trips.
- Parking should be managed to provide more areas for very quick trips (less than 30 minutes) and centralized, convenient parking for short-term stays (such as 2-hours or less). Those staying for longer periods of time should be directed to the edges of Downtown with improved wayfinding.

Pedestrian Enhancements

- Many community members expressed a strong desire to improve the downtown pedestrian environment including crosswalk treatments to improve safety, maintenance and visibility enhancements, and potential consideration for pedestrian-priority areas in Downtown.
- Making use of parking availability on the edges of Downtown will be more effective with safe, convenient, and clear pedestrian routing and wayfinding.

Tier 2 Priorities

Additional Public Parking Options

- While not all community members feel that Jackson currently has an inadequate parking supply (particularly in the off-season), increasing the public parking capacity (such as an additional parking garage on the edge of Downtown) should be pursued in the medium term as one option for addressing peak season parking constraints.
- Many community members also expressed interest in pursuing shared parking arrangements with private lot owners to increase the number of public parking options in Downtown.

Paid On-Street Parking

- Some community members suggested on-street paid parking as a method to manage parking in areas (and times) of highest demand. The approach, if used, should ensure that free parking is also available within a very short walk of Downtown, and options should be explored to make it easy for visitors to navigate and use (pre-paid options for residents, free parking for very short stays, validation programs, etc.)

Downtown Shuttle Service

- Rather than commuter-focused service with large buses covering long distances, many community members expressed interest in small-scale shuttle/transit service operated on very high frequencies as an option for making it easy to park just outside of Downtown and get to the core easily without a long wait or a long walk.

Bicycle Enhancements

- During the peak summer season when parking is most constrained, many community members indicated that bicycling (either from neighborhoods close to Downtown or from remote parking areas) could be a more attractive option if some streets were prioritized for pedestrians and bicyclists.



Manage RV and Tour Bus Parking

- RVs and Tour Buses will continue to need to find parking near Downtown, and appropriately managing where these larger vehicles should park should be a priority. Directing larger vehicles away from the Town Square while still allowing convenient parking options on the edge of Downtown should be prioritized.

Enhanced Enforcement

- With 3-hour time limits that end at 6 p.m., it is easy for employees to move their vehicle once to evade a citation, likely contributing to parking congestion outside of the Town Square (moving to evade was not frequently observed on the Town Square). Further, on-street parking is effectively free and unlimited starting at 3 p.m. due to these regulations. Two-hour time limits should be considered in Downtown as a tool to further address employee parking.
- Escalating fines for repeat violators (as a tool to discourage employee parking in time-limited areas) should be explored, along with revised enforcement hours.

Tier 3 Priorities

Tier 3 priorities were expressed by at least two or more individuals during outreach activities and should serve as a reference as recommendations are developed. They are presented as community recommendations rather than key themes:

- **Last-Mile Mobility:** Should consider emerging mobility trends such as bike share or scooters to pair with satellite parking lots, along with safety improvements for bicyclists.
- **Revisit On-Street Parking Capacity:** Expand the size of no-parking zones at intersections to improve sight distance (or use bulb-outs).
- **Wayfinding/Signage/Technology:** Additional wayfinding and signage (for both pedestrians and motorists) as well as technology investments could make it easier to find parking quickly and easily.
- **Address Winter Parking Restrictions:** Existing winter regulations may be unnecessary and do not necessarily effectively serve the needs of Jackson residents. Suggested alternatives included alternating which side of the street winter restrictions are in effect (to allow for plowing both sides) or allowing long term parking in the garage.
- **Special Events Regulations:** Revised parking enforcement and regulations during special events should be explored, and alternative management strategies may be needed.
- **Revise Private Parking Requirements:** Private developers should be more responsible for providing parking.

5.3. Conclusions

When viewed comprehensively, feedback received from the stakeholder outreach process supports the following “big-picture” themes:

1. **Focus on Management Strategies that Preserve Jackson’s Character:** The most consistent theme expressed through the outreach process was that limited parking availability and traffic congestion along with continued growth threatens to erode Jackson’s character if not addressed



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

and managed in a way that preserves the welcoming, small town atmosphere. Parking management strategies need to ensure that Jackson is welcoming to all, including visitors, residents, the disabled, the elderly, families, and RV drivers alike. Yellowstone/GTNP are in the top 3 RV destinations in America and providing additional resources to address this need should be a priority.

2. **Consistent, Integrated Approach to Parking Management:** On-street regulations, off-street public parking options, and enforcement should work together to ensure that employees and long-term parkers understand clearly where to park so that short-term parkers (visitors and customers) and those with disabilities and the elderly are able to quickly and easily find parking near their destination. Enforcement should support this approach by focusing on identifying, citing, and collecting fines from repeat offenders.
3. **Targeted Communication and Straightforward Signage and Wayfinding:** There is broad consensus that the peak summer season is the primary time in which there is limited parking availability. An effective communication program to identify where employees should park during the peak season, combined with clear and straightforward signage to direct visitors to convenient parking areas where they can expect to find parking may help to alleviate visitor frustration and traffic associated with drivers circulating in search of parking.
4. **Focus on Enhancing the Pedestrian Experience in Downtown:** Many community members expressed a strong desire to ensure that pedestrians feel safe and welcome in Downtown from the time they park their car until they arrive at their destination. Crosswalk enhancements, regular maintenance, additional lighting, and pedestrian-focused navigation aids will all help to improve the pedestrian experience and ensure that as Jackson grows, downtown continues to feel inviting and welcoming to all.



6.0 Recommendations

6.1. Parking System Objectives

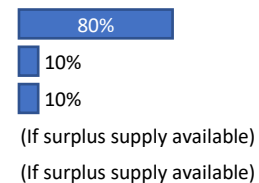
Based on parking management best practices and the feedback received through the stakeholder engagement process, the following system objectives are intended to be used as a tool to guide the development of parking management strategies. As strategies are implemented, these system objectives should be revisited periodically and updated as necessary to ensure that strategies are developed and implemented with the goal of working towards clearly defined and measurable objectives.

Objective # 1: On-Street Parking in Downtown

- The most convenient on-street parking stalls in the Downtown commercial zone should be managed to serve the following uses in order of priority:
 1. C: Customer and Visitor Parking
 2. T: Transit and Pick-Up / Drop-Off
 3. D: Deliveries and Commerce (including Tourist buses)
 4. E: Employee Parking
 5. R: Residents and Residential Guest Parking

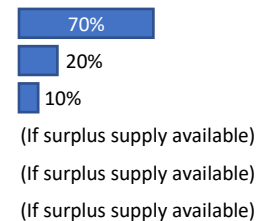
Prohibited

RV: Recreational Vehicle Parking (from on-street parking)



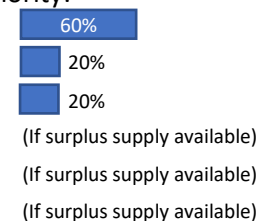
Objective # 2: On-Street Parking in Downtown-Adjacent Neighborhoods

- The most convenient on-street parking stalls in the neighborhoods adjacent to Downtown should be managed to serve the following uses in order of priority:
 1. R: Residents and Residential Guest Parking
 2. E: Employee Parking
 3. C: Customer and Visitor Parking
 4. T: Transit and Pick-Up / Drop-Off
 5. RV: Recreational Vehicle Parking
 6. D: Deliveries and Commerce



Objective # 3: Downtown Public Off-Street Parking Along Highly-Traveled Roadways (Example: Home Ranch Lot)

- The most convenient off-street public parking in Downtown along the most highly traveled roadways should be managed to serve the following uses in order of priority:
 1. C: Customer and Visitor Parking
 2. RV: Recreational Vehicle Parking
 3. E: Employee Parking
 4. R: Residents and Residential Guest Parking
 5. T: Transit and Pick-Up / Drop-Off
 6. D: Deliveries and Commerce





Objective # 4: Other Downtown Public Off-Street Parking Facilities and Off-Street Shared Parking Assets

- All remaining off-street public parking in Downtown (as well as publicly-licensed shared parking in private off-street lots) should be managed to serve the following users in order of priority:

1. E: Employee Parking 2. C: Customer and Visitor Parking 3. R: Residents and Residential Guest Parking 4. T: Transit and Pick-Up / Drop-Off 5. D: Deliveries and Commerce 6. RV: Recreational Vehicle Parking	60% 40% (If surplus supply available) (If surplus supply available) (If surplus supply available) (If surplus supply available)
---	---

6.2. Short Term Action Items (0-2 Years)

The following action items can be accomplished without the creation of new parking staff positions. Several will require additional dedicated enforcement staff time, capital expenditures, and staff time for implementation.

1.1 Extend Enforcement Hours

- **Action:** Extend hours of enforcement from 9 AM – 6 PM (Current) to 9 AM to 7 PM.
- **Reasoning:** With a 3-hour time limit, parking transitions to free and unlimited for anyone arriving after 3 PM under current conditions, including employees. Extending the hours of enforcement will help to discourage on-street vehicle storage for long-term parkers (primarily employees).
- **Intended Outcomes:** Increased on-street turnover, particularly during the late afternoon period. Potential for increase in number of vehicles served per day per stall as employees will be further discouraged from parking within the 3-hour parking zone.
- **Related:** In order to implement this strategy and subsequent strategies that rely on additional enforcement, it will be important to work with enforcement staff to address current staffing and technology/LPR equipment limitations.
- **Implementation:**
 - **Cost:** Moderate – Would require additional enforcement staff and citation processing effort (+10-15% over existing budget).
 - **Staff Impact:** Moderate – 1 to 2-hour extension of enforcement per day.
 - **Overall Impact:** This policy change could have a dramatic effect on addressing repeat parking violators and improving customer parking availability. In order to implement this strategy and subsequent strategies that rely on additional enforcement, it will be important





2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

to work with enforcement staff to address current staffing and technology/LPR equipment limitations.

- **Priority:** High

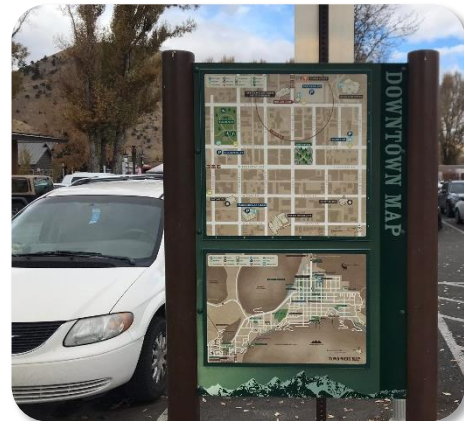
1.2 Implement Escalating Fine Structure for Repeat Violators

- **Action:** Waive fine for first time violators. Standard fine for 2nd violation. 2x fine for 3rd violation. 3x fine for 4th violation. 4x fine for the 5th and each subsequent violation. Escalating fines will reset after 12 months with no new violations.
- **Reasoning:** Time limit regulations in Downtown are primarily intended to discourage all-day parking on-street in the Downtown core in order to ensure that the most convenient spaces are used by customers and visitors. Waiving the fee for first time violators (while documenting the violation for record keeping) and directing them to the all-day parking areas for future reference helps to preserve Jackson's welcoming, friendly character. An escalating fine structure is a strong deterrent against repeat violations, gradually influencing behavior of those who need to park in Downtown for more than 3 hours.
- **Intended Outcomes:** Reduction in instances of moving to evade by long-term parkers and improved on-street parking turnover.
- **Implementation:**
 - **Cost:** Low – Parking Fine framework restructuring
 - **Staff Impact:** Low – Will require some LPR system reprogramming
 - **Overall Impact:** This policy change could have a dramatic effect on addressing repeat parking violators and improving customer parking availability.
 - **Priority:** High

Violation Count	Fine
1 st Violation	\$0
2 nd Violation	\$25
3 rd Violation	\$50
4 th Violation	\$75
5 th + Violation	\$100

1.3 Convert Home Ranch to 3-Hour Visitor Parking (Peak Season Only) with Additional Wayfinding

- **Action:** Add 3-hour time limit signs to Home Ranch (May 15 – September 15 only). Add additional "Free Visitor Parking" signs to direct visitors to Home Ranch. Note: Preserve RV spaces.
- **Reasoning:** Home Ranch is located directly on the most heavily traveled visitor corridor through Downtown (USE 26/89/191), and the Town has invested in this location as a Visitor parking lot with installation of restrooms and a Visitor Center. However, during the peak season, this lot fills to capacity by late morning, and occupancy levels do not drop until after 6 PM, making it nearly impossible for customers and visitors to find parking in this lot during the day. By converting this lot to 3-hour





2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

parking during the peak season (May 15 – September 15), employees will be encouraged to park in alternative locations (see next strategy) and each space will be able to serve more vehicles per day. Additionally, with effective wayfinding, visitors will need to spend less time circulating Downtown in search of parking.

- **Intended Outcomes:** Increase in the number of vehicles served per day within Home Ranch, reduction in occupancies during the day (making it easier for visitors to find parking within the lot), and potentially a decrease in traffic circulating in Downtown in search of parking.
- **Related:** Need to complete Action 1.4 in coordination with this Action Item in order to ensure adequate employee parking is available in Downtown.
- **Implementation:**
 - **Cost:** Moderate – Primarily signage changes and additional enforcement.
 - **Staff Impact:** Moderate – Will require some additional enforcement (+5-10% over existing budget).
 - **Overall Impact:** This policy change could have a dramatic positive effect on addressing peak season customer parking availability.
 - **Priority:** High

1.4 Convert Taxi2Fly Parking to Employee Parking

- **Action:** Remove all Taxi2Fly parking from the Parking Garage and transition this program to an outlying lot, such as the Fairgrounds.
- **Reasoning:** Long-term vehicle storage should not be considered a priority use of the Parking Garage during the peak summer season. By freeing up approximately 70 vehicle parking spaces within the Parking Garage during the peak summer season (141 spaces during the winter), employees who previously parked in the Home Ranch lot can be directed to the Parking Garage.
- **Intended Outcomes:** Increased parking availability within the Parking Garage that can be used by employees (priority user group #1) as well as customers and visitors.
- **Implementation:**
 - **Cost:** Low – Primarily signage changes and relocation of the service to another location
 - **Staff Impact:** Low after initial relocation of service
 - **Overall Impact:** This policy change could have a dramatic positive effect on addressing peak season customer parking availability.
 - **Priority:** High

1.5 Develop Employee Parking Maps & Communication Program

- **Action:** Develop map showing preferred employees parking locations during the peak season, explaining the need to ensure customers have access to the most convenient parking areas in Downtown. The brochure can also serve as an opportunity to explain the escalating fine structure.



- **Reasoning:** With an escalating fine structure and the removal of 139 all-day parking stalls (from Home Ranch), employees will need to know where they should park during the peak season. With an effective communication program, employees who previously parked in the Home Ranch lot during the peak season can be encouraged to park in the Parking Garage or on-street on the edges of Downtown where there are no time limits (including sections of Jackson Street, Millward Street, Glenwood Street, Cache Street, King Street, Willow Street, Gill Avenue, and Deloney Avenue, Simpson Avenue, and Hansen Avenue). Underutilized on-street parking on the edges of Downtown can effectively serve both residents as well as employees due to the off-setting peak hours of demand (residential demands peak in the evening into the overnight hours and decrease as residents depart in the morning, while employee demand peaks during the day when residential demand is lowest).
- **Intended Outcomes:** Increase in the utilization of the Parking Garage and unlimited on-street parking areas on the edge of Downtown by employees.
- **Implementation:**
 - **Cost:** Low – Primarily map and marketing collateral development and distribution
 - **Staff Impact:** Low – Staff time to develop and distribute materials
 - **Overall Impact:** Increase in the utilization of the Parking Garage and unlimited on-street parking areas on the edge of Downtown by employees.
 - **Priority:** High

Community Input

Addressing employee parking was ranked as the top priority management strategy within the online questionnaire. Recommendations 1.1 – 1.5 are intended to work together encourage employees to park in the Parking Garage, select surface lots, and on the edges of Downtown in order to free up the most convenient parking for visitors and customers.



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

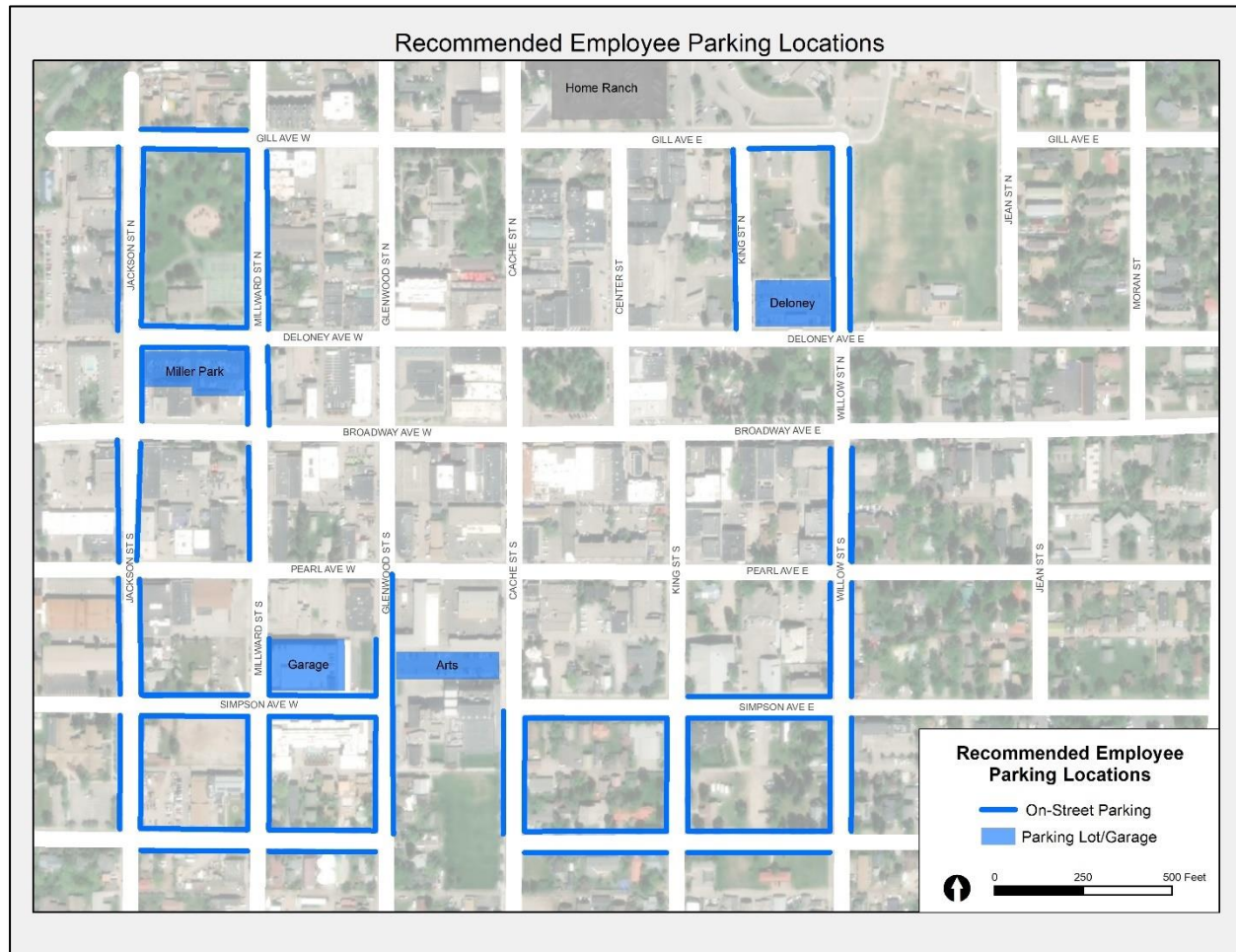


Figure 3: Recommended Employee Parking Locations (refers to recommendation 1.5 beginning on page 34)



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

Table 4: Inventory of Recommended Employee Parking Areas

Parking with No Restrictions	Type	Stall Count
Jackson Street	On-Street	122
Millward Street	On-Street	83
Glenwood Street	On-Street	32
Cache Street	On-Street	9
King Street	On-Street	44
Willow Street	On-Street	97
Gill Avenue	On-Street	27
Deloney Avenue	On-Street	30
Simpson Avenue	On-Street	54
Hansen Avenue	On-Street	71
Parking Garage	Garage	270*
Center for the Arts	Lot	54
Miller Park	Lot	58
Deloney	Lot	50**
		1,001

*Assumes Taxi2Fly stalls converted to all-day parking

**77 total stalls in 2018; Assumed that 27 stalls will be dedicated to bank parking starting in 2019

1.6 Add 15-Minute Stall at Nearest Intersection on Blocks that Have at Least One High-Turnover Business in the Downtown Core (Up to 2 Per Block Face)

- **Action:** Town staff will identify locations where high-turnover (15-minute) parking stalls are needed to serve very short-term trips; new 15-minute stalls will be located at intersections or at mid-block pedestrian crossings so that drivers know where to look for these high-turnover spaces.
- **Reasoning:** Other than the 15-minute zone near the Post Office, there are very few 15-minute parking stalls in Downtown. Additional 15-minute stalls near businesses with a very short average duration of stay (coffee shops, dry cleaners, drop-off zones in front of hotels, etc.) will make it easier for customers to make a quick stop without having to search for parking. Town staff will identify blocks that contain high-turnover businesses and will convert one or more stalls to 15-minute stalls at the nearest intersection. Businesses should be informed that the stalls will not be actively enforced (except during their normal enforcement routes), and abuse would need to be reported.
- **Intended Outcomes:** Increased customer satisfaction, reduced traffic associated with vehicles circulating in search of parking.
- **Implementation:**
 - **Cost:** Low – Primarily additional signage and installation





2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

- **Staff Impact:** Low – Staff time to develop new signage locations and sign installation
- **Overall Impact:** Increased customer satisfaction, reduced traffic associated with vehicles circulating in search of parking.
- **Priority:** High

1.7 Invest in Real-Time Space Availability Technology in Select Public Lots

- **Action:** Install low-cost sensors at the entry and exit points to select public parking lots in Downtown. Maintain a database of lot occupancies by hour to monitor over time.
- **Reasoning:** The cost to monitor parking availability in public parking lots with very few entry and exit points has decreased in recent years, and the data can be used to both communicate real time parking availability to the public (through signage or online) as well as track parking demands from hour to hour and month to month.
- **Intended Outcomes:** Increased employee and customer satisfaction due to the ease of finding available off-street parking, reduced traffic associated with vehicles circulating in search of parking, and reduced data collection costs.
- **Additional Resources Needed:**
- **Implementation:**
 - **Cost:** Moderate – Capital costs of technology is estimated at \$10K - \$15K per lot (including sensors/display sign), staff time to display real-time parking availability on the website (if desired).
 - **Staff Impact:** Low – System is largely self-sustaining after installation (by vendor)
 - **Overall Impact:** Increased employee and customer satisfaction due to the ease of finding available off-street parking, reduced traffic associated with vehicles circulating in search of parking, and reduced data collection costs.
 - **Priority:** High

1.8 Initiate Annual Data Collection Program to Monitor Performance

- **Action:** Conduct an annual peak season parking utilization count in Downtown.
- **Reasoning:** While each recommended strategy is intended to result in behavior change, the effectiveness of each strategy (and potential unintended consequences) cannot be monitored without a regular data collection program. Implementing a data collection program will allow the Town to test new strategies, monitor progress, and utilize data-driven triggers to indicate when new management strategies are needed.
- **Intended Outcomes:** Transparency in the development and implementation of parking management strategies; facilitation of a data-driven approach to parking management.
- **Implementation:**
 - **Cost:** Low
 - **Staff Impact:** Low to Moderate – Staff time to conduct counts and process results, assuming 2 data collection days per year



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

- **Overall Impact:** Implementing a data collection program will allow the Town to test new strategies, monitor progress, and utilize data-driven triggers to indicate when new management strategies are needed.
- **Priority:** High

1.9 Add Section to the Municipal Code to Require Drivers to Move at Least One Block to Avoid a Time-Limit Citation

- **Action:** In order to require drivers to move at least one block to avoid a time-limit citation, add the following language as new Section C under 10.04.190 of the Jackson Municipal Code: “No person shall move and repark a vehicle on either side of a street within the same block in order to avoid a parking time limit regulations (e.g. three-hour limit) specified for either side of the street in that particular block.”
- **Reasoning:** Time limit regulations in Downtown are primarily intended to discourage all-day parking on-street in the Downtown core in order to ensure that the most convenient spaces are used by customers and visitors. Jackson’s Municipal Code does not currently specify a minimum distance someone must move their vehicle to avoid a time-limit citation; in the absence of specific language indicating a minimum, it is technically legal to move one space and begin a new 3-hour session. Introducing clear language of a minimum distance will further help to discourage drivers from parking all day within the 3-hour time limited zone.
- **Intended Outcomes:** Reduction in instances of moving to evade by long-term parkers and improved on-street parking turnover.
- **Implementation:**
 - **Cost:** Low
 - **Staff Impact:** Low – Staff time to coordinate code change and communication
 - **Overall Impact:** Jackson’s Municipal Code does not currently specify a minimum distance someone must move their vehicle to avoid a time-limit citation; in the absence of specific language indicating a minimum, it is technically legal to move one space and begin a new 3-hour session. Introducing clear language of a minimum distance will further help to discourage drivers from parking all day within the 3-hour time limited zone.
 - **Priority:** High



1.10 Add Additional On-Street ADA Stalls in Downtown

- **Action:** Add at least 4 additional on-street ADA stalls in underserved areas of Downtown or in areas of greatest demand.
- **Reasoning:** The entire Downtown area currently has 10 on-street ADA stalls and 24 additional public off-street ADA stalls. Several survey respondents noted a desire for additional ADA parking in Downtown.
- **Intended Outcomes:** Improved access for the elderly and those with disabilities.
- **Implementation:**
 - **Cost:** Low
 - **Staff Impact:** Low – Capital costs of signage/installation, staff time to identify locations.
 - **Overall Impact:** Improved access for the elderly and those with disabilities.
 - **Priority:** High

Community Input

Several survey respondents noted difficulty in finding ADA parking in Downtown, particularly during the peak summer months:

“My husband is handicapped and we frequently cannot find a handicapped spot anywhere close to restaurants we would like to go to.”

“I have a handicap permit and find it hard to use the handicap spaces in the summer months.”

“I have a physical disability. It is very difficult for me to patronize businesses, restaurants and other downtown locations as parking is so difficult.”

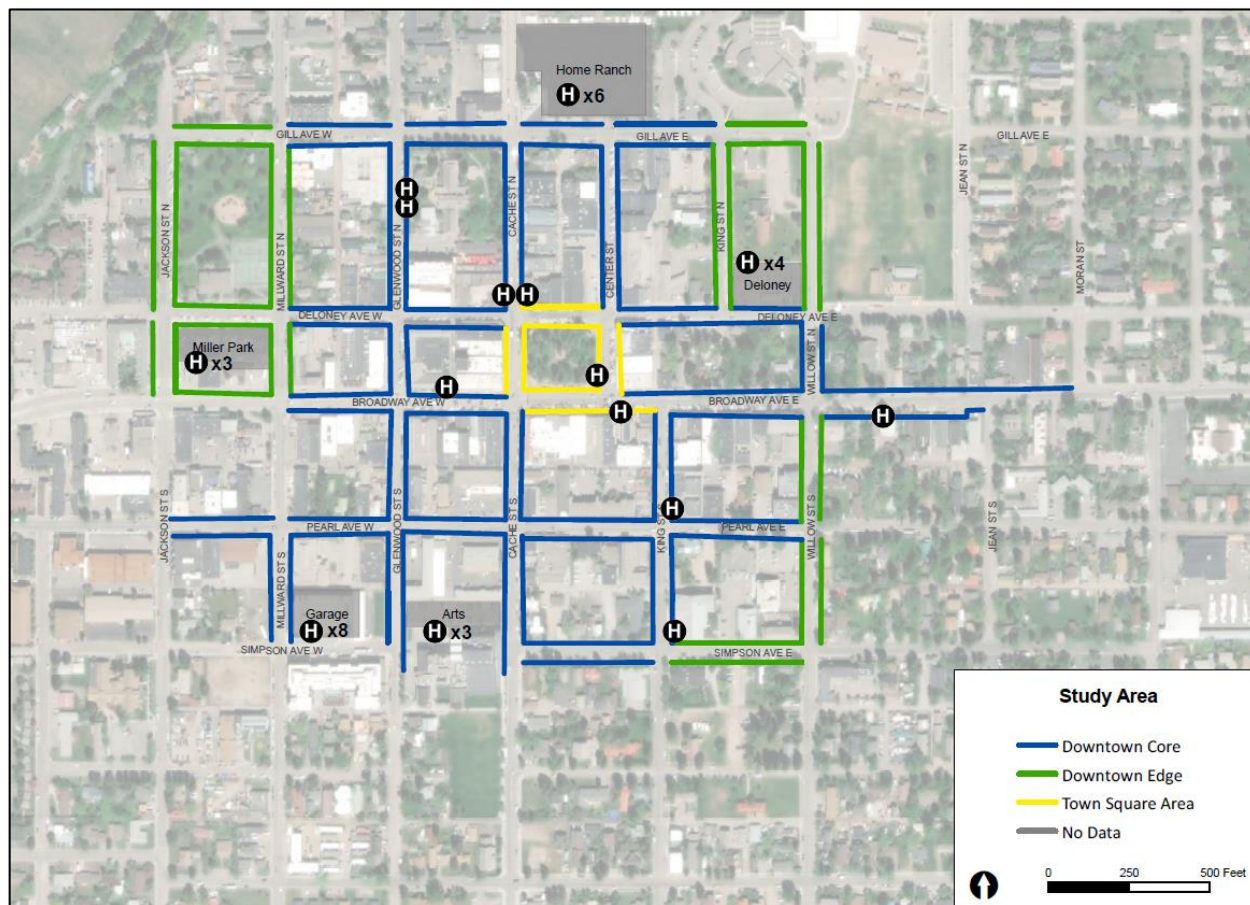


Figure 4: Existing ADA Stalls in Downtown

1.11 Add Additional Bicycle Parking in Downtown

- **Action:** Strive to locate at least four bicycle parking spaces (for example, 2 Inverted U racks) within 200 feet of every Downtown business.
- **Reasoning:** In order to increase the share of trips made by bicycle to Downtown Jackson, it is important to build out the on- and off-street bike network using the strategies and tools outlined in the **Town of Jackson Community Streets Plan** (December 2015). The importance of abundant bicycle parking will increase as the number of bicyclists increases, and the Town of Jackson can support mode shift and increase the visibility of bicycling as a convenient option by working to increase the number of bicycle parking spaces in Downtown. Installation of additional





bike parking in the absence of other strategies that improve the safety and convenience of the bicycle network is not likely to have a significant effect on bike mode share, but it is an important step to use in conjunction with other network-focused bicycle strategies. By focusing on areas that are otherwise not used to serve pedestrians or vehicle parking, the Town can gradually increase bicycle parking without impacting other modes. For example, many “No Parking” zones at intersections (red-painted curbs) have adequate space to accommodate clustered bicycle parking in highly visible areas. Small bicycle corrals in these areas can serve the dual purpose of increasing the amount of bicycle parking in Downtown while helping to ensure vehicles to not park too close to intersections. (Image source: **Seattle Bicycle Parking Guidelines, May 2018**).

- **Intended Outcomes:** Improved visibility of bicycle parking in Downtown; increased satisfaction of bicyclist and bicycle commuters.
- **Implementation:**
 - **Cost:** Low
 - **Staff Impact:** Low to Moderate – Capital costs of bike racks, signage/installation, staff time to conduct public process and identify locations.
 - **Overall Impact:** Improved visibility of bicycle parking in Downtown; increased satisfaction of bicyclist and bicycle commuters.
 - **Priority:** High

6.3. Medium Term Action Items (2-5 Years)

2.1 Hire a Parking and Mobility Manager and Required Support Staff

- **Trigger:** Prior to proceeding with any medium-term action items.
- **Action:** Hire a parking and mobility manager responsibility for leading implementation of all parking and multimodal recommendations.
- **Reasoning:** As the Town transitions to a more proactive approach to parking and mobility management, including the potential for on-street paid parking, it will be necessary to have a manager and support staff to implement and monitor these transportation programs. This person will be responsible for leading data collection efforts, monitoring the changing needs of businesses and residents, responding to requests for additional/revised parking management strategies, developing and administering transportation demand management (TDM) programs, and ultimately leading the development and rollout of a paid parking program (based on the triggers identified in subsequent recommendations). Sample parking administrator positions are provided in the Toolkit¹¹.
- **Intended Outcomes:** Clearly defined organizational structure to facilitate the streamlined implementation of an active parking and mobility management program.
- **Implementation:**
 - **Cost:** High – An initial investment in parking and mobility management staff (3 to 5 FTEs) is anticipated. If paid parking is implemented, it is expected that this new revenue stream would cover the staffing and operations costs.

¹¹ Toolkit Reference #9



- **Staff Impact:** High – As the Town transitions to a more proactive approach to parking and mobility management, including the potential for on-street paid parking, it will be necessary to have a manager and support staff to implement and monitor these transportation programs.
- **Overall Impact:** Clearly defined organizational structure and support staff to facilitate the implementation of an active parking and mobility management program.
- **Priority:** High

2.2 Implement Seasonal On-Street Paid Parking within the Short-Term Parking Zone

- **Trigger:** Very limited on-street parking availability during the peak season within at least 400 contiguous on-street stalls, measured using the following metrics:
 - ≥ 85% occupancy for 3 or more hours per day, AND
 - ≥ 70% occupancy for 5 or more hours per day
- **Action:** Install multi-space parking pay stations (in combination with a mobile payment option) and charge an hourly rate to parking within the highest demand portion of the Downtown Parking Zone. Assume \$1.00/hour as a starting point.
- **Reasoning:** In some small downtowns, time limits alone (with adequate enforcement) can be an effective strategy to encourage turnover and discourage long term parking in the most convenient on-street stalls. However, the most convenient on-street stalls are a very limited resource, and pricing is an effective way to distribute demand more efficiently between areas of higher and lower demand. Pricing this limited resource can significantly reduce employee parking in areas that should be prioritized for customers and visitors while also encouraging those willing to walk a little further to park in the free visitor lots. As a management strategy, rates and the size of the paid on-street parking area can be adjusted to ensure that customers are able to find available parking quickly and easily without having to circulate in search of parking availability. It should be acknowledged that Jackson already exceeds the recommended triggers for this strategy, however working through the Tier 1 short-term actions may reduce parking congestion below these triggers.

Community Input

Paid on-street parking received some support among community members as a method of managing high peak season parking demands, but many others expressed concern that paid parking would diminish Jackson's character and discourage customers from coming Downtown to shop and dine. Multiple strategies have therefore been proposed to attempt to manage demand first before proceeding to paid parking. Should demands reach the levels identified by the occupancy triggers, the program should be developed and managed in a way to preserve Jackson's welcoming atmosphere.



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

- **Intended Outcomes:** Improved on-street turnover, reduction in instances of moving to evade by long-term parkers, reduced traffic associated with vehicles circulating in search of parking, increased utilization of off-street public parking lots.
- **Implementation:**
 - **Cost:** High – An initial investment in on-street meter technology of approximately \$825K is estimated. First year net revenues (after paying off the initial capital investment) is estimated at approximately \$105K, however, second and subsequent year meter revenues are projected at approximately \$275K.
 - **Staff Impact:** High – It is not recommended that the Town embark on this action without having invested in a parking manager and required support staff.
 - **Overall Impact:** Improved on-street turnover, reduction in instances of moving to evade by long-term parkers, reduced traffic associated with vehicles circulating in search of parking, increased utilization of off-street public parking lots.
 - **Priority:** High once trigger criteria are met.

On-Street Meter Program Revenue Projections

- The model below maps out a set of assumptions regarding a potential seasonal on-street paid parking program. The model has adjustable input fields so that different assumptions can be tested.
- In the example below, 500 on-street spaces would be metered for the four peak Summer months at a rate of \$1.00/hour with an assumed utilization rate of 90%.
- The estimated seasonal on-street parking revenue would be approximately \$504,000.
- The estimated capital equipment cost for approximately 63 multi-space meters would be \$625,000.
- After paying off the capital equipment investment, first season on-street parking revenue would be -\$121,000.00. However, for the second and subsequent seasons on-street parking revenues would be approximately \$275,400.
- If the same basic assumptions are applied to a year-round on-street parking program (with a reduction in overall space utilization factored in) first year revenues are estimated at approximately \$535,250 and subsequent annual on-street meter revenues are estimated at \$1,160,250.



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

Town of Jackson, WY
Preliminary On-Street Meter Revenue Projection Model
\$1.00 per Hour Rate

Kimley»Horn

Factors	Variables / Assumptions	Description
Enter number of metered spaces:	500	Number of on-street spaces within the "Downtown Business District" area.
Enter # of hrs/day	10	Assumes meters enforced 9am to 7 pm. Change to fit enforcement hours/days.
Enter # of days per week.....	7	Assumes Monday through Friday. Saturday is usually a separate calculation since utilization is different.
# of weeks per year meters paid :	16	Allows up to 7 holidays that meters are not enforced per year.
Enter the hourly rate in \$ per hour:	\$ 1.00	The amount charged per hour in dollars or decimal portion thereof.
Utilization factor	0.9	A decimal portion between 0 and 1 that indicates the usage of the aggregate meter spaces. High levels of usage will be 0.85 to 1.0, low levels would be 0.10 to 0.35.
Projected Annual Meter Revenue:	\$ 504,000	
NOTES:		
It is recommended that meters be grouped into areas of similar usage. These groups should also be used to define collection routes or groups. Tracking revenue and comparing actual to projected will help define changes to the utilization factor so that revenue forecasts can be as accurate as possible.		
Please be aware that evening and weekend utilization will be different than weekday factors. A revenue projection for a single group of meters may require 2 or 3 calculations to arrive at an accurate revenue projection for all time frames.		
Number of controlled spaces	500	Number of on-street spaces within the "Downtown Business District" area.
Number of spaces controlled/device:	8	Assumes using the multi-space kiosks
Number of meter mechanisms:	63	Assumes single space units
Cost of each mechanism:	\$ 10,000	\$10,000 per meter (includes multispace meter mechanism,solar power and installation)
Projected Equipment Capital Cost:	\$ 625,000	Total projected capital equipment cost.
Projected Year One Net Revenue	\$ (121,000)	Projected year one net revenue after deduction of capital cost, installation and training.
Projected Year Two Net Revenue	\$ 275,400.00	Projected year two net revenue after system capital cost, installation and training have been paid. NOTE: Does not include parking program staffing/operations costs.
Variable Inputs - Changed values will update totals.		

Note: *The Town manager built on this preliminary work to develop a draft 5-year parking revenue and expense projection. See Section 8. of this report for details.*

Options to Consider

• Pay Station Technology

- Pay-By-Plate: Requires entry of license plate information when paying; *Benefits:* Users can pay for parking (and extend session) at any kiosk or online, fully integrated with existing LPR enforcement system, allows for easy implementation of permitting systems. *Drawbacks:* Requires users to remember or write down their license plate.
- Pay-And-Display: Requires users to either pay through a mobile application (using license plate) or obtain a ticket from a kiosk to display in their vehicle. *Benefits:* Easy to understand system with time stamped tickets provided. *Drawbacks:* Users must return to their vehicle to display the paid parking receipt, increased enforcement inefficiencies (officer must check vehicle windows as well as license plate when combined with a mobile payment application).
- Pay-By-Space: Requires Town to paint and maintain space numbers within the paid parking zone and requires users to enter a space number when paying. *Benefits:* Easy to





2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

understand system that does not require users to return to their vehicle after paying.

Drawbacks: Users must locate and remember their space number, increased maintenance costs associated with space numbering.

- **Discounts for Jackson Residents**

- **First Hour Free:** Allows residents to register for the program in advance with their license plate number and park for free within any paid parking space for up to one hour.
- **Discounted Parking:** Allows residents to register for the program in advance with their license plate number and receive a discount on up to one parking session per day.

Performance Measures – Current Conditions

To develop performance metrics for the most congested part of Downtown, a contiguous area consisting of 474 on-street stalls was defined that included consistently high demand (shown in **Figure 3** and **Figure 4**). These block faces are centered around the block directly west of Town Square. As shown in **Table 4**, on both of the days where data was collected in summer 2018, occupancies of 85% or more were observed during three time periods, suggesting that it is consistently difficult to find parking within this area during the peak season.

While this area currently exceeds the triggers identified for proceeding to paid parking, many of the Short-Term Action Items are targeted at redistributing parking demands in order to make it easier to find parking within this constrained area. Occupancy data should be collected following implementation of the Short-Term Action Items in order to assess if peak demands still exceed the thresholds for proceeding to paid parking within the most constrained area of Downtown.



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

Table 5: Summary of Key Performance Metrics for the Constrained Area

Performance Measure	Trigger	2018 (Weekday)	2020+
Time Periods with $\geq 85\%$ Occupancy	3	3 (✓)	TBD
Time Periods with $\geq 70\%$ Occupancy	5	6 (✓)	TBD
Peak Occupancy ¹²	$\geq 85\%$	*92% (✓)	TBD

*Peak Period: 12:00 PM to 2:00 PM (Weekday); 10:00 AM to 12:00 PM (Weekend)

✓ = Trigger met

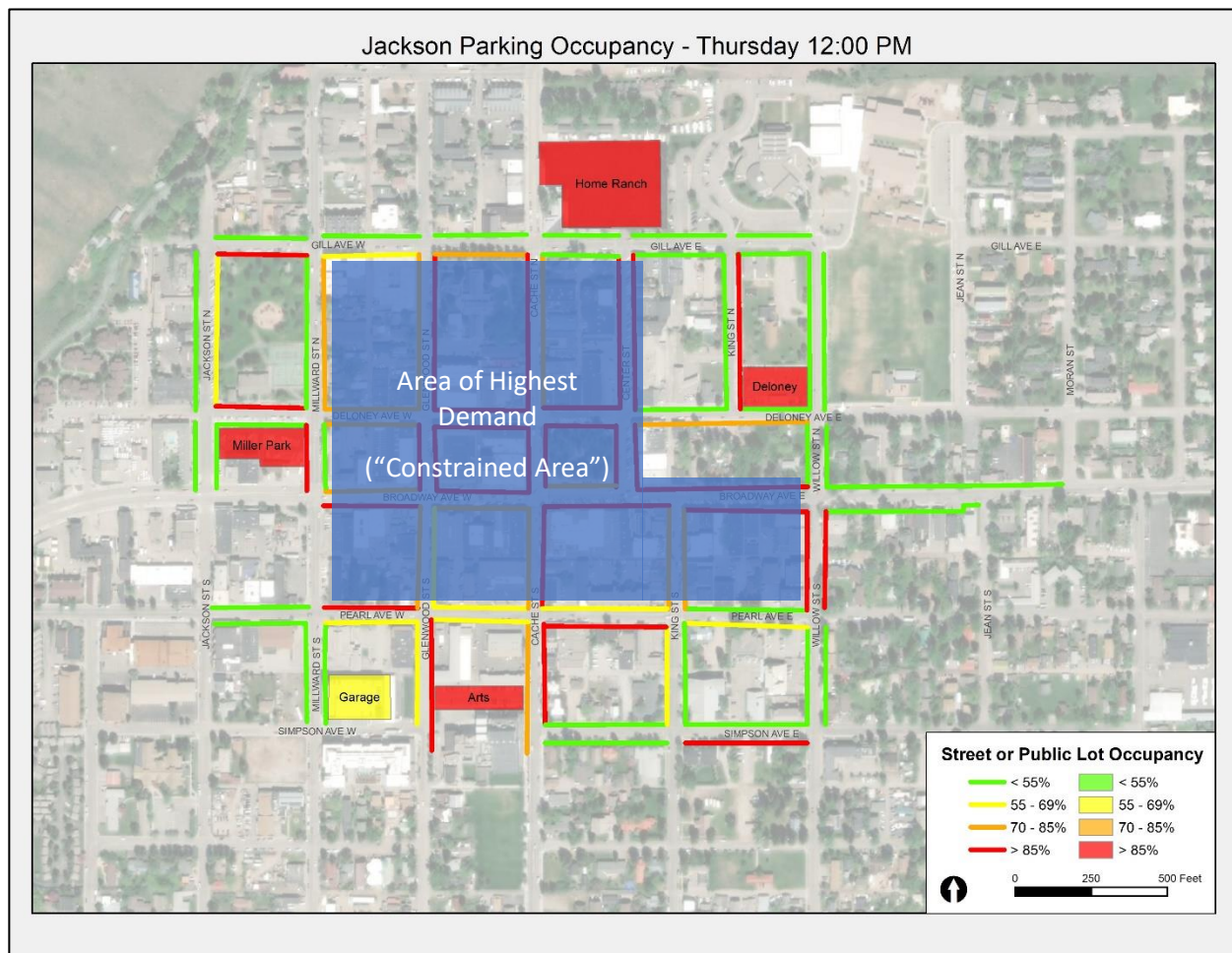


Figure 5: Area of Highest Demand (Thursday Peak Period)

¹² Based on 474 on-street stalls

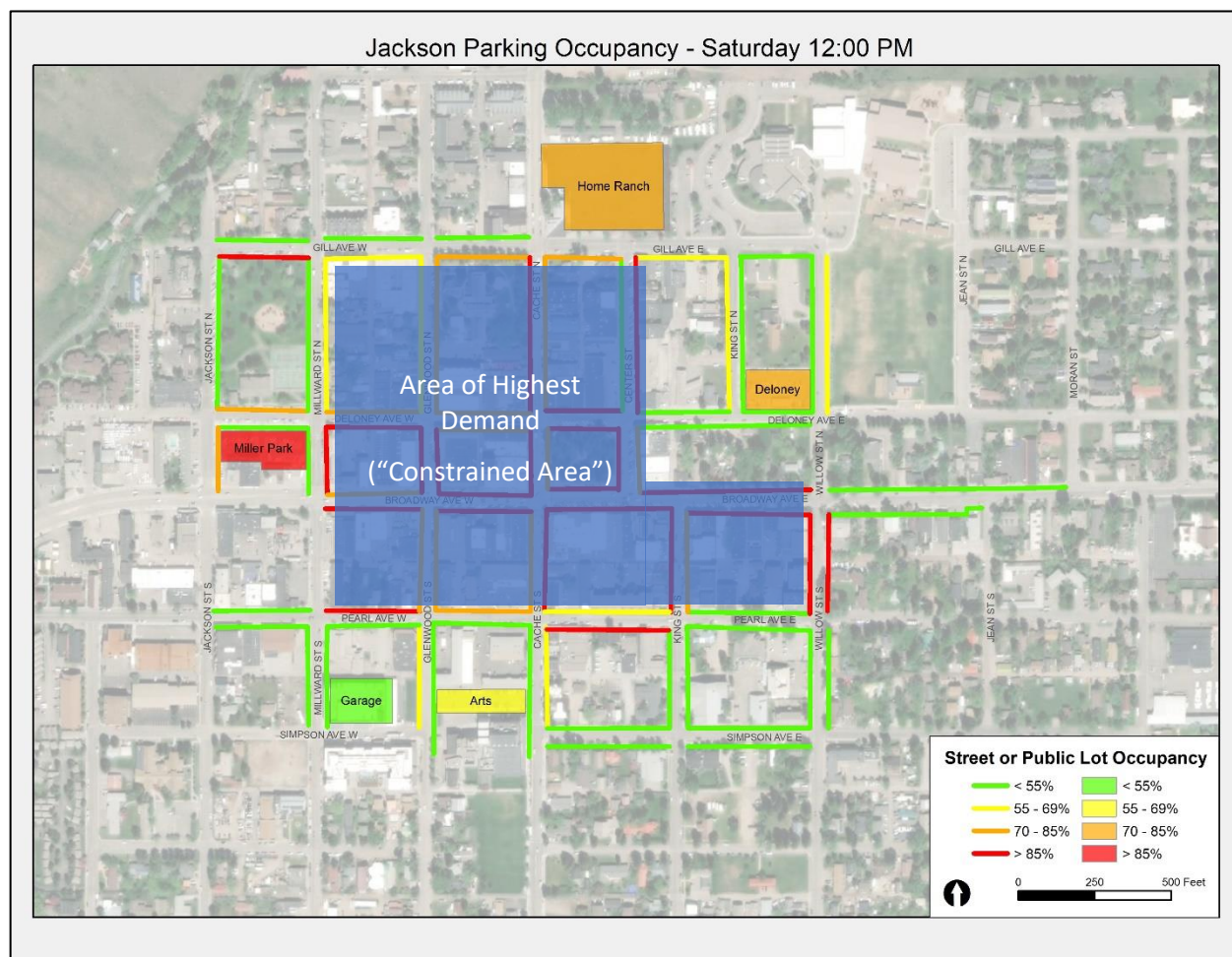


Figure 6: Area of Highest Demand (Saturday Peak Period)

2.3 Consider Implementing a Parking Benefits District

- **Trigger:** Implementation of on-street paid-parking.
- **Action:** Dedicate 50% percent of net on-street meter revenue back to the Downtown Parking District to be used for streetscape, safety, and various transportation-related projects; develop specific terms and conditions for the use of these funds and who controls their disbursement.
- **Reasoning:** Paid parking is primarily a parking and transportation demand management strategy, not a revenue generation strategy. Net revenues (after covering costs associated with administering and maintaining the program) should therefore be prioritized to invest in projects that will further improve access to downtown. These could include programs and projects that promote walking, cycling, and transit use, such as sidewalk improvements, crosswalk enhancements, curb ramps, lighting, streetscaping, wayfinding, bicycle lanes, or Downtown



shuttle service. Funds could also be used to finance additional parking supply (garage construction, shared parking licenses, etc.)

- **Intended Outcomes:**

Transparency in the use of paid parking revenues, dedicated revenue for safety, pedestrian, bicycle, transit, and parking improvement projects.

- **Implementation:**

- **Cost:** Low – The cost to implement this strategy is low, however, the reinvestment of potential new on-street revenues is potentially significant (potentially 40% – 60% of net on-street parking revenues).
- **Staff Impact:** Low – Primarily impacts staff time of the new parking manager and support staff. However, implementation of projects could greatly impact staff (especially Public Works)
- **Overall Impact:** Paid parking is primarily a parking and transportation demand management strategy, not a revenue generation strategy. Net revenues (after covering costs associated with capital costs, administering and maintaining the program) should therefore be prioritized to invest in projects that will further improve access to downtown. These could include programs and projects that promote walking, cycling, and transit use, such as sidewalk improvements, crosswalk enhancements, curb ramps, lighting, streetscaping, wayfinding, bicycle lanes, or Downtown shuttle service. Funds could also be used to finance additional parking supply (garage construction, shared parking licenses, etc.)
- **Priority:** Medium

Community Input

Improving the pedestrian experience in Downtown was identified as a Tier 1 Priority from the Stakeholder Outreach Process. A Parking Benefits District could focus on sidewalk maintenance, safety enhancements, and streetscaping to address this key community priority.



2.4 Convert Additional Public Lots to Short-Term Visitor Parking

- **Trigger:** Very limited off-street visitor parking availability during the peak season within all public time-limited off-street lot(s), measured using the following metrics:
 - ≥ 85% occupancy for 3 or more hours per day, AND
 - ≥ 70% occupancy for 5 or more hours per day
- **Action:** Add 3-hour time limit signs to one or more additional public lots (May 15 – September 15 only). Add additional “Free Visitor Parking” signs to direct visitors to these additional parking options.
- **Reasoning:** Deloney Lot, Miller Park Lot, and the Center for the Arts lot were observed to fill to capacity before noon during the peak season in 2018, a trend likely associated with employee parking. While Home Ranch should be targeted first for increasing the supply of short-term visitor parking, these additional lots are all a short walk from Town Square and should be considered the 2nd tier options for expanding the visitor parking supply using existing resources. It should be assumed that any conversion from all-day to time-limited parking in the existing off-street supply will need to be offset with identified available all-day parking within approximately ½ mile of Town Square (for displaced employees).
- **Intended Outcomes:** Increase in the number of vehicles served per day within each converted lot, reduction in occupancies during the day (making it easier for visitors to find parking within the lot), and potentially a decrease in traffic circulating in Downtown in search of parking.
- **Implementation:**
 - **Cost:** Low – Primarily signage and some additional enforcement.
 - **Staff Impact:** Low – Primarily impacts staff time of the new parking manager and support staff.
 - **Overall Impact:** Increase in the number of vehicles served per day within each converted lot, reduction in occupancies during the day (making it easier for visitors to find parking within the lot), and potentially a decrease in traffic circulating in Downtown in search of parking.
 - **Priority:** High - once triggers have been met.

Lot	Unrestricted Stalls	Distance to Town Square	Estimated Walk Time
Home Ranch	139	700'	3 minutes
Deloney	50*	500'	2 minutes
Miller Park	58	800'	3 minutes
Center for the Arts	54	800'	3 minutes
Parking Garage	270	1,400'	5 minutes

*77 total stalls in 2018; Assumed that 27 stalls will be dedicated to bank parking starting in 2019

Performance Measures – Current Conditions

In 2018, all public parking lots in Downtown allowed all-day parking. As recommended within the Short-Term Action Items, it is assumed that 139 unrestricted stalls within the Home Ranch lot will be converted to time-limited parking in order to provide additional visitor parking in Downtown. Occupancy data should be collected following implementation of this Short-Term Action Item in order to assess if peak demands continue to exceed the thresholds identified.



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

Performance Measure	Trigger	2018 Weekday (Home Ranch Lot)	2020+
Time Periods with $\geq 85\%$ Occupancy	3	5 (✓)	TBD
Time Periods with $\geq 70\%$ Occupancy	5	5 (✓)	TBD
Peak Occupancy ¹³	$\geq 85\%$	* $>95\%$ (✓)	TBD

*Values estimated based on 87% occupancy observed between 10 AM and 12 PM; Home Ranch data not collected after 12 PM

✓ = Trigger met

2.5 Develop Off-Street Shared Parking Program for Peak Season Employee Parking

- **Trigger:** Conversion of two or more public lots to short-term visitor parking.
- **Action:** Work with owners of private parking lots within walking distance of Downtown who have excess parking supply and would be willing to partner with the Town to allow a certain number of employees to park in their lot under a shared parking agreement.
- **Reasoning:** Some lot owners, such as the Church of Jesus Christ of Latter-day Saints on Broadway Avenue, may have excess parking supply during weekday and Saturday peak times. Entering into a maintenance and cost-share agreement with owners of private lots within a 10-minute walk of Town Square to allow a certain number of employees to park in their lot during periods of low utilization can be a cost-effective method of increasing the parking supply for employees.
- **Intended Outcomes:** Increased employee parking supply within a short walk of Downtown.
- **Implementation:**
 - **Cost:** Low to Medium – Depending on whether private parking lot owners require a lease payment. Typically these agreements utilize a revenue sharing arrangement, but since off-street paid parking is limited in Jackson, this is likely not an option at this time. Cost could be “High” if it is determined that some sort of shuttle or transit service is required.
 - **Staff Impact:** Low – Primarily impacts staff time of the new parking manager and support staff.
 - **Overall Impact:** Increased employee parking supply within a short walk of Downtown.
 - **Priority:** High

Lot	Unrestricted Stalls	Distance to Town Square	Estimated Walk Time
LDS Lot	100+	1,800'	7 minutes

2.6 Engage with Providers of Shared Mobility Solutions

- **Action:** Engage with providers of scooter-share services (Lime, Bird, Scoot, etc.) and other shared mobility solutions as they emerge.
- **Reasoning:** Scooter-share companies and other providers of shared mobility often enter into towns and cities without prior approval, requiring officials to attempt to regulate after a program has been introduced. Discussing these “micro mobility” services with providers in

¹³ Based on 474 on-street stalls



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

advance will allow Jackson to determine the feasibility and potential timeline for introducing such a service. While the services typically provide an additional mobility option for those considering alternatives to driving, community members may express concerns with safety or the impacts to the Town's character. The City of Portland, Oregon allowed scooters during a trial period in 2018 and published observations and findings from the pilot program that can serve as a resource for other municipalities¹⁴.

- **Intended Outcomes:** Improved control over how and when new mobility solutions enter into Jackson.
- **Implementation:**
 - **Cost:** Low
 - **Staff Impact:** Low – Setting the terms of potential shared mobility options in advance will have a lesser staff impact than dealing with unplanned “incursions” by mobility vendors.
 - **Overall Impact:** Discussing these “micro mobility” services with providers in advance will allow Jackson to determine the feasibility and potential timeline for introducing such a service. While the services typically provide an additional mobility option for those considering alternatives to driving, community members may express concerns with safety or the impacts to the Town's character.
 - **Priority:** Medium

¹⁴ Toolkit Item #8



6.4. Long Term Action Items

3.1 Expand On-Street Time Limited Zone

- **Trigger:** High short-term parking demand on adjacent blocks, measured using the following metric:
 - $\geq 70\%$ occupancy for 5 or more hours per day within the nearest on-street parking stalls (sample of a minimum of 40 stalls), measured from the block face where time-limited parking is under consideration.
 - $\geq 85\%$ occupancy for 3 or more hours per day on the block faces proposed for conversion (where the high demand can likely be attributed to employees parking on the edges of Downtown)
- **Action:** Add 3-hour time limit signs to additional block faces on the edges of Downtown.
- **Reasoning:** Within the Downtown Study Area in 2018, there were 715 3-hour stalls and 301 additional non-time-limited stalls (72-hour limit). Expanding the 3-hour zone by converting no-limit parking may be necessary to increase the supply of visitor parking close to Downtown. When converting blocks that are primarily commercial (such as portions of Simpson Avenue), no mitigation will likely be required, other than to document the amount of all-day parking removed (in order to quantify reductions in employee parking). In residential areas, however, a residential permit program may be needed to continue to allow residents to park on-street during enforcement hours.
- **Intended Outcomes:** Increased turnover on each converted block face.
- **Implementation:**
 - **Cost:** Low to Medium – Largely new signage and added enforcement
 - **Staff Impact:** Low – Primarily impacts staff time of the new parking manager and support staff.
 - **Overall Impact:** Expanding the 3-hour zone by converting no-limit parking may be necessary to increase the supply of visitor parking close to Downtown.
 - **Priority:** High – once trigger has been met.

Alternative Option to Consider

- **10-Hour Paid Parking**
 - Depending on the timeline of implementation, the Town may consider implementing on-street paid parking with no time limit (or 10-hour limit) on the edges of Downtown. The approach would also encourage turnover (as with time limits) but would allow employees to continue to park in these areas (either for a fee or through a permit program). This approach, if utilized, would only be feasible after converting all existing on-street time limited areas to paid parking.



3.2 Implement Residential Permit Program for Unlimited Parking in Time-Limited Zones

- **Trigger:** Implementation of time-limited parking or paid parking in residential areas where residents need to park on street.
- **Action:** Implement a residential permit program where residents can obtain a permit and would not be subject to time limits within the Permit zone (or the parking fee, if applicable).
- **Reasoning:** Expanding time limited (or metered) parking into residential area is a cost-effective way to increase the visitor parking supply close to Downtown without constructing additional off-street facilities (primarily by displacing employee parking demand). Introducing time limits or paid parking requires addressing the needs of residents. A permit program (enforced using license plate recognition) would allow residents to register their vehicle(s) in advance and continue to park on-street without being subject to time limits or parking fees. The Town may opt to charge no fees for verified residents or require a small fee to cover program administration costs. Some towns and cities charge escalating permit fees for additional vehicles to discourage parking several vehicles on street. (**Example:** As shown in **Figure 6**, most residential areas near Downtown do not currently have parking restrictions. If time-limited or paid-parking expands into residential areas, a permit program will likely be needed).
- **Intended Outcomes:** Increased turnover on each converted block face in residential areas (though either time limits or paid parking) while addressing the parking needs of residents.
- **Additional Resources Needed:** Additional parking and enforcement staff depending on the number and sizes of RPP areas.
- **Implementation:**
 - **Cost:** Medium – Largely new policy development, community input, signage and added enforcement
 - **Staff Impact:** Medium – Primarily impacts staff time of the new parking manager and support staff. Size and number of areas will be factor.
 - **Overall Impact:** Increased turnover on each converted block face in residential areas (though either time limits or paid parking) while addressing the parking needs of residents.
 - **Priority:** High – once trigger has been met.



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

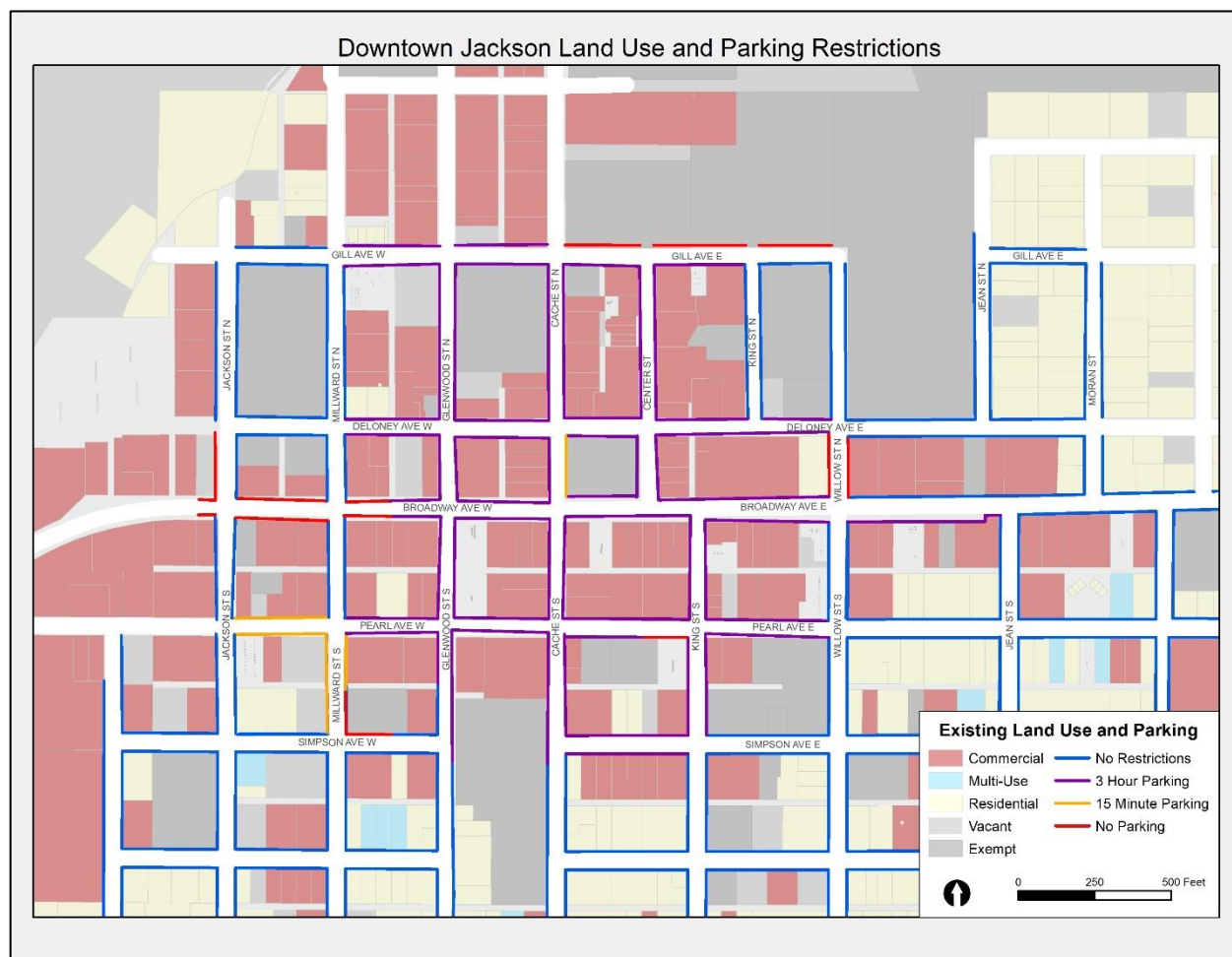


Figure 7: Land Uses and Parking Restrictions

3.3 Implement Employee Permit Program for Unlimited Parking in Certain Time-Limited or Paid Parking Zones

- **Trigger:** Net decrease of 200 or more unlimited parking stalls in and around Downtown (offset by effective increases in the unlimited parking supply through management, such as new parking through shared parking agreements.)
- **Action:** Implement an employee parking permit program where employees may apply for a permit to allow all-day parking in select time-limited or paid parking zones.
- **Reasoning:** As shown in **Figure 3**, 1,001 parking stalls with no restrictions have been identified within a short walk of the Downtown commercial district that can serve employee parking needs. Converting some of these free, unlimited parking to time-limited or paid parking will have the effect of reducing the parking supply available to employees. The identified areas have the capacity to absorb a certain amount of displaced employee parking, but a net decrease of 200 or more stalls available to employees will likely trigger a need to accommodate employees in Downtown through a permit program. An employee permit program would require the Town



to distribute a limited number of permits to Downtown employers. Permits would exempt the owners from time limits or paid parking fees in certain lots or on-street areas. By requiring permit holders to register with the Town, the Town would have a robust data set of employee parking demand in Downtown and would allow for more advanced Transportation Demand Management (TDM) programs, such as incentives for those who opt out of the program in favor of alternative modes of transportation to Downtown. (**Example:** Converting all the Deloney Lot, Miller Park Lot, Center for the Arts Lot, and portions of Millward Street and Simpson Avenue to time-limited visitor parking would likely trigger the need to find additional employee parking or implement an employee permit program).

- **Intended Outcomes:** Mitigation of impacts to employees caused by other strategies, increased employee utilization of alternative modes.
- **Implementation:**
 - **Cost:** Medium – Largely new equipment, community input, signage and added management/enforcement support.
 - **Staff Impact:** Medium – Primarily impacts staff time of the new parking manager and support staff. Size and number of areas will be factor.
 - **Overall Impact:** 1,001 parking stalls with no restrictions have been identified within a short walk of the Downtown commercial district that can serve employee parking needs. Converting some of these free, unlimited parking to time-limited or paid parking will have the effect of reducing the parking supply available to employees.
 - **Priority:** High – once trigger has been met.

3.4 Implement High-Frequency Downtown Trolley Service

- **Trigger:** Adequate funding.
- **Action:** Implement a Downtown Trolley or small circulator transit service that serves key Downtown destinations and outlying parking lots with high-frequency service (less than 15-minute headways all day).
- **Reasoning:** Many survey respondents expressed a desire for improved transit service in and around Downtown that can be relied upon for shorter trips. Additionally, Downtown circulator service can connect with outlying parking lots (such as the Fairgrounds or Snow King parking lots) that are more than a 10-minute walk from Town Square, increasing the effective Downtown parking supply (see map below). The primary obstacle to such a service is funding, but an effective paid parking program may generate net revenues that can be used to implement such a service.
- **Intended Outcomes:** Additional option for accessing Downtown without a vehicle.
- **Implementation:**
 - **Cost:** High – The primary obstacle to such a service is funding, but an effective paid parking program may generate net revenues that can be used to implement such a service.
 - **Staff Impact:** Low – Limited impact on parking staff. Primarily impacts transit or vendor staff.
 - **Overall Impact:** Additional option for accessing Downtown without a vehicle. Supports “pedestrian first” concept from the Integrated Transportation Plan.



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

- **Priority:** High – once trigger has been met.

The following map shows the general recommended service area for Trolley service, including all public lots near Downtown.

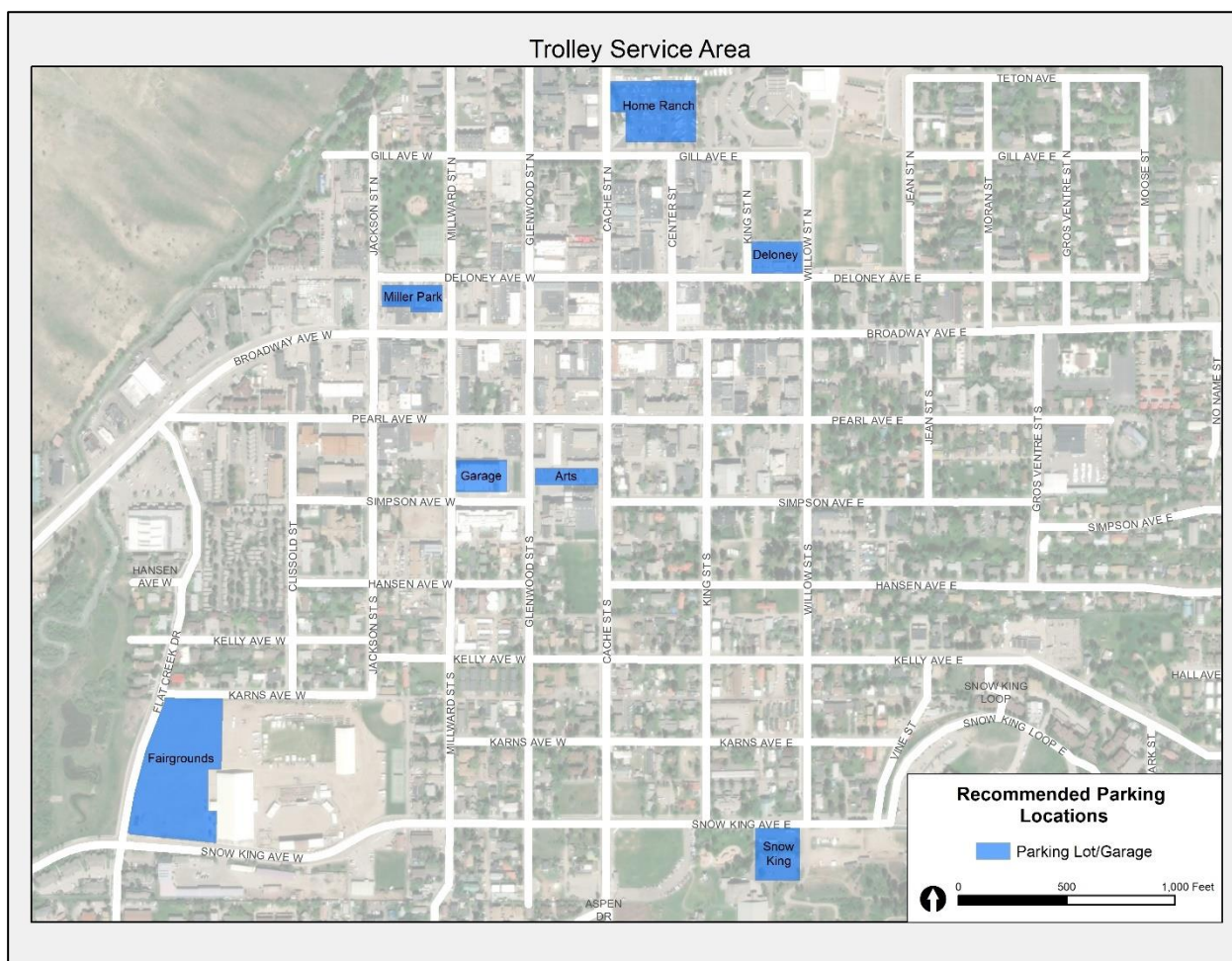


Figure 8: Trolley Service Area

3.5 Construct New Parking Garage or a One-Level "Parking Lid" over an Existing Surface Parking Lot

- **Trigger:** Very limited parking availability across entire Downtown, measured using the following metric:
 - $\geq 85\%$ average occupancy for 3 or more hours per day across entire Downtown on- and off-street parking supply.
- **Action:** Construct an additional parking structure in Downtown or add one level of parking over Home Ranch lot.



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

Reasoning: The recommendations in this plan attempt to make effective use of all existing parking supply in and around Downtown while also encouraging the use of alternative forms of transportation. With additional growth and/or continued increases in annual visitors, additional parking supply will likely be needed. Adding one level of parking over Home Ranch may provide the most cost-effective option for increasing the Downtown parking supply, but alternative options for a parking structure should also be considered. Given the uncertainty associated with emerging trends in shared mobility and autonomous vehicles, many cities are considering designing new parking structures with the ability to convert to alternative uses should parking demands decrease in the future. Toolkit Item 10 – “Assessing an Uncertain Transportation Future” is a research memo that explores several key areas that experts warn are likely to produce “significant disruptions” to the parking and transportation industries in the coming years. Specifically, the strong emergence of autonomous vehicles (AVs) as a potentially viable reality brings with it many positive elements, including greatly enhanced vehicular safety, a dramatic reduction in automobile related deaths and injuries, reductions in roadway congestion, reductions in vehicle emissions (assuming future AVs will primarily be electric vehicles), and especially significant to this study, the potential for a dramatic reduction in parking demand. Some estimations project that once autonomous vehicles are the dominant form of personal transport, parking demands could drop by as much as 40% to 50%. There are other shifts taking place in the transportation sector such as the emergence of what is being called “shared-use mobility” which ties to the changing preferences of younger generations to purchase “mobility as a service” instead of owning a vehicle.¹⁵ The design should also consider the needs of RVs and oversized vehicles that currently park in Home Ranch.

- **Intended Outcomes:** Increased Downtown parking supply.
- **Implementation:**
 - **Cost:** High – While the cost for this option is high (estimated in the \$16K - \$18K per space range nationally, local costs may be as high as \$25K - \$30K per space) if peak season parking demand continues to increase, this may be an important strategy in 5 – 10 years. An effective paid parking program may generate net revenues that can be used to implement such an investment over time.
 - **Staff Impact:** Medium – Management of a new facility, increased maintenance and utility costs.
 - **Overall Impact:** Increased Downtown parking supply
 - **Priority:** High – once trigger has been met.

Below is an image of a typical “Parking Lid.” These structures can have a higher than normal first floor elevation to accommodate larger vehicles (such as may be appropriate if used at the Home Ranch Lot). Other advantages of this approach include: lower overall costs compared to constructing a multi-story garage, minimal loss of existing surface lot spaces (reduced cost per net space gained) and lower visual impact (massing).

¹⁵ Toolkit Reference: See Toolkit Item 10



Figure 9: Example Parking Lid

6.5. Transportation Demand Management (TDM) Framework

What is Transportation Demand Management (TDM)?

Transportation demand management (also referred to as traffic demand management or travel demand management) is the application of strategies and policies to reduce travel by single-occupancy private vehicles during peak times into congested areas. Managing traffic and parking demand can be a cost-effective alternative to increasing roadway or parking capacity while still serving community needs through a variety of transportation options.

In Jackson, TDM strategies could refer to any type of policy or incentive that encourages users to take transit, bike, walk, carpool, use other mobility options rather than drive and park. TDM strategies are typically targeted more directly at employees rather than visitors, as decreasing all-day employee vehicle parking by incentivizing the use of other modes can help free up parking for customers, visitors, and other short-term parking needs. Strategies that help to encourage employees to consider other modes may include parking pricing, parking cash-out programs, transit subsidies, preferred parking for alternative transportation users, and many more. Interim TDM strategies in Jackson may even include incentives to park in the parking garage or other underutilized lots on the edge of downtown to reduce traffic and parking demand around Town Square.

TDM Strategies

The scope and range of TDM or mobility management strategies has expanded greatly over the past decade. Planners working in this area have begun to divide these strategies into four major categories:

1. Improvements to Multimodal Transportation Options
2. Incentives to Use Alternative Modes
3. Land-Use Management Strategies
4. Policies/Programs



Figure 10 provides examples of several types of demand management strategies under each of these major categories¹⁶. Determining which strategies are the best fit for addressing the current situation as well as in a longer-term context should be among the initial TDM planning tasks. However, ultimately selecting the right mix of TDM program elements needs to come from the Town as some of the options will need high level policy support and approval.

Demand-Side Strategies			
<u>Improvement to Transport Options</u>	<u>Incentives to Shift Mode</u>	<u>Land Use Management</u>	<u>Policies / Programs</u>
• Alternative Work Schedules • Bicycle Improvements • Bike/Transit Integration • Car Sharing • Guaranteed Ride Home • Security Improvements • Park and Ride Options • Shuttle Services • Improved Taxi Service • Telework Options • Traffic Calming • Transit Improvements	• Bicycle and Pedestrian Encouragement • Congestion Pricing • Distance-Based Pricing • Commuter Financial Incentives • Fuel Tax Increases • HOV Priority • Parking Pricing • Road Pricing • Vehicle Use Restrictions	• Car-Free Districts • Compact Land Uses • Location Efficient Development • New Urbanism • Smart Growth Strategies • Transit Oriented Development • Street/Parking Lot Reclaiming	• Access Management • Campus Transport Management • Data Collection and Surveys • Commute Trip Reduction • Freight Transport Management • Marketing Programs • School Trip Management • Special Event Management • Tourist Transport Management • Transport Market Reforms

Figure 10: Example TDM Strategies

Establishing Jackson's TDM Program

Framework and Guidelines

When establishing a new TDM program or making significant new investments in demand management as a strategic management initiative, there are four key program development goals to keep in mind:

- Clearly state the reasons you are embarking on this initiative. This will be important as you develop marketing and communications materials to promote various program strategies.

¹⁶ Online TDM Encyclopedia is produced by the [Victoria Transport Policy Institute](#)



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

- Be specific in identifying the “overall demand reduction goal” you are targeting. Another way of saying this is “How will you define program success?”
- Identify which TDM program elements fit the local context and develop targeted goals for each TDM strategy that will contribute to your overall program goal(s).
- Finally, and perhaps most importantly from a “goal achievement perspective”, create an on-going monitoring process that will help you track the demand reduction contributions of each of the individual TDM program element and parking policy adjustment in relation to the overall demand reduction and program goals you have identified.

Within the context of this study, the development of a defined and structured TDM program is largely focused on mitigating peak season parking demand and traffic congestion during the summer. Ultimately new parking supply may be needed; however, managing both the demand and supply side helps to ensure cost-effective system management by making use of a variety of strategies.

Making TDM an on-going element of Jackson’s community access management strategy is highly recommended. Linking support for TDM and “active transportation” initiatives (bikes/walking, etc.) to “community health and wellness programs” as well as Town sustainability and environmental goals is consistent with previous transportation plans and town philosophy. It is anticipated that the “Parking and Mobility Manager” position should be able to manage the TDM program as well as the parking program.

Goals

As a starting point, it will likely be beneficial to establish a mode split target and then monitor progress in working towards this goal. As an example, a key goal of Jackson’s TDM program could be:

- By 2035, no more than **35% of employee trips to Downtown Jackson** will be made by single-occupant vehicle trips.

As an example, for context (not based on actual data), assume that by 2030, 1,000 employees will be working in Downtown Jackson during a typical summer day. Accommodating 65% of these employees through a variety of transportation options (including transit, biking, walking, carpooling, and park-and-ride facilities) would result in **650 fewer employee vehicles parked in Downtown** compared to a scenario where all employees drive and park in Downtown.

Measuring and tracking mode split is usually done by a combination of employee surveys and data from individual program elements such as transit ridership, number of carpool/vanpool participants, routine bike counts, etc. Establishing a baseline understanding of current mode split and employee counts will be a key first step in building an effective TDM program.

Because achieving a significant reduction in employee trips made by single occupant vehicles will require a variety of strategies that allow employees to use transportation options that fit their lifestyle, it is helpful to also establish individual goals by mode to track progress within each category. As a start, below is a list of potential targets and strategies that could work in combination to achieve the 35% mode split target:

- **40% by Transit** (Including park-and-ride trips)
 - Transit pass program for employees
 - Free park-and-ride facilities with high-frequency service



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

- Guaranteed ride home program where employees would be able to get reimbursed for a certain number of taxi/TNC rides home per year (perhaps 2) when needed in an emergency or unforeseen situation.
- Increased transit service to areas with higher concentrations of downtown employees (determined through surveys).
- **10% by Bicycle**
 - Town investments in bicycle infrastructure (bike lanes, bike trails, and bike parking)
 - “Transportation Wallet” program where employees can use transportation dollars on bike service, parts, etc.
 - Bike share passes/subsidies
 - Bike lockers/cages
 - Showers available for use by employees
- **10% by Carpool**
 - Ride share matching program to assist in coordinating workable carpools and vanpools.
 - Reserved employee parking areas in the most convenient parts of employee parking zones.
 - Discounted parking permits for carpools (assuming paid parking in Downtown).
- **5% Walk**
 - Increased number of affordable housing units within 15-minute walk of Downtown.
 - Investments in sidewalks, crosswalks, and lighting.

Implementing a robust TDM program requires a significant amount of dedicated support by a **TDM Coordinator** who could work with businesses and transportation service providers to promote the benefits and costs savings that can be achieved through effective TDM. However, initially, the TDM program could be overseen by the recommended parking and mobility manager.

The Importance of Pricing as an Element of Your TDM Strategy

In evaluating the potential for successful TDM implementation, one fact is clear: Strong financial incentives are the most effective tool in bringing about change in transportation choices. While some percentage of commuters will choose to take transit, bike, walk, or carpool for a variety of non-financial reasons (environmental benefits, exercise, etc.), truly transformative programs that significantly reduce employee parking demands require a mixture of financial and management tools. As an example, when parking is free, there is little reason for commuters to consider paying to take a bus. Even if free transit passes are provided, most employees with access to a vehicle will still choose to drive and park for free. However, when financial incentives are used to encourage employees to consider alternative modes (paying to park in Downtown vs. riding a bus for free or carpooling for a discount), employees will begin to adapt to the option that works best for their situation (some will prefer to pay for the convenience of parking Downtown, others will prefer to make use of alternative options).

An increasing scarcity of available land for parking or funding for structured parking inevitably prompts interest in parking/transportation alternatives. However, as long as the predominant practice of the Town is to provide convenient parking to employees and patients for free, TDM efforts will have limited



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

impact and will likely require a combination of options, including both parking management and some degree of new supply (either from new construction or leased spaces).



7.0 Implementation Plan

7.1. Responsibility Matrix

ID	Strategy	Responsibility	Timeframe	Additional Resources Needed
1.1	Extend Enforcement Hours	Administration Police	Summer 2019	Additional enforcement staff time
1.2	Implement Escalating Fine Structure for Repeat Violators	Administration Police	Summer 2019	Additional enforcement administrative staff time; potential annual software costs.
1.3	Convert Home Ranch to 3-Hour Visitor Parking (Peak Season Only) with Additional Wayfinding	Administration Police	Summer 2019	Additional enforcement staff time; capital costs of signage/installation.
1.4	Transition Taxi2Fly Parking to Employee	Public Works	Summer 2019	Staff time for coordination.
1.5	Develop Employee Parking Maps & Communication Program	Public Works	Summer 2019	Staff time to develop and distribute materials.
1.6	Add 15-Minute Stall Near Each High-Turnover Business in the Downtown Core (Up to 2 Per Block Face)	Administration Public Works	Fall 2019	Capital costs of signage/installation.
1.7	Invest in Real-Time Space Availability in Select Public Lots	Administration Public Works	Spring 2020	Capital costs of technology (less than \$10,000 per access sensor/display sign), staff time to display real-time parking availability on the website (if desired).
1.8	Initiate Annual Data Collection Program to Monitor Performance	Planning & Building	Summer 2019	Staff time to conduct counts and process results, assuming 2 data collection days per year.



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

ID	Strategy	Responsibility	Timeframe	Additional Resources Needed
1.9	Add Section to the Municipal Code to Require Drivers to Move At least One Block to Avoid a Time-Limit Citation	Administration Police Legal	Summer 2019	Staff time to coordinate code change and communication.
1.10	Add Additional On-Street ADA Stalls in Downtown	Public Works	Summer 2019	Capital costs of signage/installation, staff time to identify locations.
1.11	Add Additional Bicycle Parking in Downtown	Public Works Pathways	Spring 2020	Capital costs of signage/installation, staff time to identify locations.
2.1	Hire a Parking and Mobility Manager and Needed Support Staff	Administration	2020-22	An initial investment is parking and mobility management staff (3 to 5 FTEs) is anticipated.
2.2	Implement Seasonal On-Street Paid Parking within the Short-Term Parking Zone	Administration Planning & Building Public Works Police (+New parking management function)	2021+	See above.
2.3	Consider Implementing a Parking Benefits District	Administration Planning & Building Legal Police (+New parking management function)	2021+	Strong coordination with the Chamber. Ordinance development.
2.4	Convert Additional Public Lots to Short-Term Visitor Parking	Administration Planning & Building Public Works Police (+New parking management function)	2021+	
2.5	Develop Off-Street Shared Parking Program for Peak Season Employee Parking	Administration Planning & Building Legal Police (+New parking management function)	2021+	



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

ID	Strategy	Responsibility	Timeframe	Additional Resources Needed
2.6	Engage with Providers of Shared Mobility Solutions	Planning & Building Public Works	Fall 2019	Staff time for coordination.
3.1	Expand On-Street Time Limited Zone	Administration Planning & Building Public Works Police (+New parking management function)	2023+	
3.2	Implement Residential Permit Program for Unlimited Parking in Time-Limited Zones	Administration Planning & Building Legal Police (+New parking management function)	2023+	Additional parking and enforcement staff depending on the number and sizes of RPP areas.
3.3	Implement Employee Permit Program for Unlimited Parking in Certain Time-Limited or Paid Parking Zones	Administration Planning & Building Police Legal	2023+	
3.4	Implement High-Frequency Downtown Trolley Service	Administration Planning & Building Police START Bus (+New parking management function)	Dependent on Funding	
3.5	Construct New Parking Garage or One-Level	Planning & Building	2023+	

7.2. Performance Measures

Measures of System Utilization

ID	Strategy	Description	2018 Value
U.1	Vehicles Served Per Day per Stall (During Enforcement Hours)	Based on all time-limited stalls	N/A (Town Square Only: 6.6)
U.2	Average Duration of Stay	Based on all time-limited stalls	N/A (Town Square Only: 1:21)



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

ID	Strategy	Description	2018 Value
U.3	Violation Rate	Based on all time-limited stalls	N/A (Town Square Only: 3.1%)
U.4	Peak Occupancy	Based on a combination of on-street 3-Hour stalls (715) and daily unrestricted public off-street stalls (528)	83%
U.5	Surplus Parking Supply at Peak	Based on a combination of on-street 3-Hour stalls (715) and daily unrestricted public off-street stalls (528)	208 stalls
U.7	Time Periods with $\geq 70\%$ Occupancy	Based on a combination of on-street 3-Hour stalls (715) and daily unrestricted public off-street stalls (528)	5
U.8	Time Periods with $\geq 85\%$ Occupancy	Based on a combination of on-street 3-Hour stalls (715) and daily unrestricted public off-street stalls (528)	0

Inventory

ID	Strategy	Description	2018 Value
I.1	On-Street Stalls as a Percent of Total Spaces	Shows balance between on-street parking and surface lots or structured spaces.	62%
I.2	Structured Stalls as a Percent of Total Spaces	Shows balance between structured spaces and street or surface lot spaces.	16%
I.3	Off-Street Surface Stalls as a Percent of Total Spaces	Shows balance between off-street surface spaces and street or structured lot spaces.	22%
I.4	Number of All-Day Unrestricted Stalls	Shows stalls potentially available to employees.	829
I.5	Number of ADA Stalls	Shows stalls potentially available to the elderly and disabled.	34
I.6	Number of High-Turnover Stalls (15-Min.)	Shows stalls potentially available for very short trips.	52

Measures of Program Costs and Productivity

ID	Strategy	Description
C.1	Total Operating Costs per Stall	Useful for year to year comparisons and for comparisons with operations of similar profiles.
C.2	Total Enforcement Costs per Stall	Quantifies total enforcement process costs by measuring to number of spaces in the program.
C.3	Total Maintenance Costs per Stall	Measures total maintenance expense to the size of the program in respect to spaces.



8.0 Projected Revenues and Expenses

Based on the paid on-street parking revenue model and several example parking program start-up budgets, Kimley-Horn prepared a rough initial parking program budget for the Town's review. The Town manager built on this preliminary work to develop a draft 5-year parking revenue and expense projection. Given the levels of uncertainty regarding the exact program that might evolve from this process, we feel that the projections developed by the Town Manager provides a good a starting point from which to begin program planning and development.

The Town Manager's projections are provided below for documentation purposes.

Year One Factors	Variables / Assumptions
Enter number of metered spaces:	500
Enter # of hrs./day:	10
Enter # of days per week:	7
Enter # of weeks per year meters paid	16
Enter the hourly rate in \$ per hour:	\$ 1.00
Utilization factor	0.90
Projected Annual Meter Revenue:	\$ 504,000.00

Capital Costs	
New Signs & Hardware	\$ 25,000.00
Pavement Paint Markings	\$ 9,500.00
Number of controlled spaces:	500
Number of spaces controlled/device:	8
Number of meter mechanisms:	63
Cost of each mechanism:	\$ 10,000.00
Projected Equipment Capital Cost:	\$ 664,500.00
Projected Year One Net Revenue	\$ (160,500.00)

New Annual Operating Costs	
3 -FTE's - Salary & Benefits Annually	\$ (205,000.00)
Public Engagement & Outreach	\$ (10,000.00)
Fuel, Parts & Labor Vehicles	\$ (23,500.00)
Vehicle Central Equipment Rental Fund	\$ (15,000.00)
Pavement Paint Markings	\$ (9,500.00)
Parking Equipment Rental Fund	\$ (43,050.00)
IT Services	\$ (12,000.00)
Projected Year One Net Revenue	\$ (478,550.00)



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

Year Two Factors		Variables / Assumptions	
Enter number of metered spaces:		500	
Enter # of hrs./day:		10	
Enter # of days per week:		7	
Enter # of weeks per year meters paid		16	
Enter the hourly rate in \$ per hour:	\$	1.00	
Utilization factor		0.90	
Projected Annual Meter Revenue:		\$	504,000.00
Annual Operating Costs			
3 -FTE's - Salary & Benefits Annually	\$	(205,000.00)	
Public Engagement & Outreach	\$	(10,000.00)	
Fuel, Parts & Labor Vehicles	\$	(23,500.00)	
Vehicle Central Equipment Rental Fund	\$	(15,000.00)	
Pavement Paint Markings	\$	(9,500.00)	
Parking Equipment Rental Fund	\$	(43,050.00)	
IT Services	\$	(12,000.00)	
Projected Year Two Net Revenue		\$	(292,600.00)
Year Three Factors		Variables / Assumptions	
Enter number of metered spaces:		500	
Enter # of hrs./day:		10	
Enter # of days per week:		7	
Enter # of weeks per year meters paid		16	
Enter the hourly rate in \$ per hour:	\$	1.00	
Utilization factor		0.90	
Projected Annual Meter Revenue:		\$	504,000.00
Annual Operating Costs			
3 -FTE's - Salary & Benefits Annually	\$	(210,125.00)	
Public Engagement & Outreach	\$	(10,000.00)	
Fuel, Parts & Labor Vehicles	\$	(23,500.00)	
Central Equipment Rental Fund	\$	(15,000.00)	
Pavement Paint Markings	\$	(9,500.00)	
Parking Equipment Rental Fund	\$	(43,050.00)	
IT Services	\$	(12,000.00)	
Projected Year Three Net Revenue		\$	(111,775.00)
Year Four Factors		Variables / Assumptions	
Enter number of metered spaces:		500	
Enter # of hrs./day:		10	
Enter # of days per week:		7	
Enter # of weeks per year meters paid		16	
Enter the hourly rate in \$ per hour:	\$	1.00	
Utilization factor		0.90	
Projected Annual Meter Revenue:		\$	504,000.00
Annual Operating Costs			
3 -FTE's - Salary & Benefits Annually	\$	(215,378.13)	
Public Engagement & Outreach	\$	(10,000.00)	
Fuel, Parts & Labor Vehicles	\$	(23,500.00)	
Central Equipment Rental Fund	\$	(15,000.00)	
Pavement Paint Markings	\$	(9,500.00)	
Parking Equipment Rental Fund	\$	(43,050.00)	
IT Services	\$	(12,000.00)	
Projected Year Four Net Revenue		\$	63,796.88
Year Five Factors		Variables / Assumptions	
Enter number of metered spaces:		500	
Enter # of hrs./day:		10	
Enter # of days per week:		7	
Enter # of weeks per year meters paid		16	
Enter the hourly rate in \$ per hour:	\$	1.00	
Utilization factor		0.90	
Projected Annual Meter Revenue:		\$	504,000.00
Annual Operating Costs			
3 -FTE's - Salary & Benefits Annually	\$	(220,762.58)	
Public Engagement & Outreach	\$	(10,000.00)	
Fuel, Parts & Labor Vehicles	\$	(23,500.00)	
Central Equipment Rental Fund	\$	(15,000.00)	
Pavement Paint Markings	\$	(9,500.00)	
Parking Equipment Rental Fund	\$	(43,050.00)	
IT Services	\$	(12,000.00)	
Projected Year Five Net Revenue		\$	233,984.30



9.0 Appendices

- Appendix A: Existing Conditions Reports
- Appendix B: Community Outreach Summary Report



10.0 Parking Management Toolkit

The “Parking Management Toolkit” outlined below contains a wealth of parking management best practices and successful strategies to elevate the proposed Town of Jackson parking and mobility management program. This toolkit contains 18 support documents. Each document is briefly summarized below.

1. 20 Characteristics of Effective Parking Management

- This extensive essay contains a comprehensive overview of the 20 Characteristics approach mentioned in the introduction to this chapter. This document contains not only the general concepts and principles associated with each characteristic of effective parking management, but also detailed examples, illustrations, and recommendations for implementation.

2. IPMI APO Program Applicant Manual

- The “Applicant Manual” provides a good overview of the “Accredited Parking Organization” program, including benefits, costs, requirements, etc.

3. IPMI APO Matrix Final

- The Matrix document identifies over 300 criteria upon which accreditation is based. These criteria include key industry practices and standards that are expected to be in place in modern municipal parking programs from around the world. Achievement of 80% of all accreditation criteria earns a program accredited status reflecting a solid and well-rounded parking program that exhibits the key practices supported by IPMI.

4. Parking Enforcement Audit Checklist

- Parking enforcement is one of the more important, difficult, and potentially controversial elements of a municipal parking program. This detailed Parking Enforcement Program Audit Checklist is a valuable tool for assisting municipal programs in critically evaluating their operations in this area.
- This document can serve two purposes for the Town of Jackson. Initially, this checklist can be used by program managers as a tool for the refinement of the current parking enforcement program. This document was originally designed to be used as a checklist to support the auditing of various aspects of a municipal parking enforcement program. For each audit standard, auditors can note whether or not the program complies, or if the result is unclear, and can also add comments or observations supporting their conclusion. Since this document was created based on several communities, it is recommended that this tool be customized to the Jackson parking enforcement program and used initially as an internal program review tool and on an on-going basis to train new staff.



5. Sample Parking Enforcement Manual

- In evaluating municipal parking programs from around the country, we have found that the development of a comprehensive Parking Enforcement Officer Handbook or Manual can be a very effective tool to improve operations, consistency of performance, and staff training.
- This sample parking enforcement operations manual & officer handbook is being provided to the Town of Jackson as a mechanism to facilitate parking enforcement program development, training and implementation. Many of the specific rules and regulations have been derived from highly effective parking enforcement programs from around the country. We recommend that the Town of Jackson review these sample rules and regulations and modified them as needed to reflect the Town's practices and standards. Having a well-defined enforcement officer handbook and manual can improve operational consistency and is highly effective for the training of new enforcement staff.

6. Parking Management and Design Best Practices

- This report deliverable contains well over 300 parking management best practices. The goal in the development and organization of this document is to provide a comprehensive categorization of parking planning, management, and design areas to make finding specific best practices easier. It is our hope that this tool will provide the Town with a wealth of ideas to stimulate program development as they tackle parking issues as a key transformative strategy within the context of downtown revitalization and parking program enhancement plans.

7. On-Street Parking Technology White Paper

- This report provides the Town with a summary of current on-street parking meter technologies in use today. Keeping up with the many new features and applications that are emerging should be an ongoing process for parking professionals.

8. Portland 2018 E-Scooter Findings Report

- This recently released report from Portland, OR details their approach to assessing E-Scooters and creating a pilot program to evaluate and test new E-Scooter applications as part of merging shared mobility options.

9. Sample Parking Administrator Position Description

- This extensive document details key parking administrator job functions, needed skills and recommended experience. It provides a recommended position description as well as several example position descriptions.

10. Assessing an Uncertain Transportation Future

- "Assessing an Uncertain Transportation Future" is a research memo that explores several key areas that experts warn are likely to produce "significant disruptions" to the parking and transportation industries in the coming years. Specifically, the strong emergence of autonomous vehicles (AVs) as a potentially viable reality brings with it many positive elements, including greatly enhanced vehicular safety, a dramatic



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

reduction in automobile related deaths and injuries, reductions in roadway congestion, reductions in vehicle emissions (assuming future AVs will primarily be electric vehicles), and especially significant to this study, the potential for a dramatic reduction in parking demand. Some estimations project that once autonomous vehicles are the dominant form of personal transport, parking demands could drop by as much as 40% – 50% within 30 years. This document also discusses the concept of “adaptive reuse parking garages” as a potential strategy to address the projected parking demand decline over time. There are other shifts taking place in the transportation sector such as the emergence of what is being called “shared-use mobility” which ties to the changing preferences of younger generations to purchase “mobility as a service” instead of owning a vehicle.

11. 2018 Recommended Reading List for Parking Professionals

- This document is an annual publication developed by Kimley-Horn for its clients. It provides a rich library of parking and transportation related books and websites for parking professionals.

12. Consolidated Parking System Financial Report Structure

- One issue that many programs struggle with, especially if a new board or advisory body is put in place, is making parking system financial budgets easier to understand. This recommended consolidated financial report structure simplifies and clarifies system financial reporting in a way that makes monthly or periodic system financial performance reviews easier for administrators and advisory board members.

13. IPI Emergency Preparedness Manual

- An often-overlooked element of parking system management is the development of an Emergency Preparedness Manual. IPI published an excellent template for such a manual. Toolkit item # 13 provides a copy for the Town’s team to review and use as a guide for developing a manual customized to the Jackson’s needs.

14. Residential Parking Permit Programs White Paper

- Municipal parking programs are often faced with challenges when urban parking areas interact with existing or emerging residential districts. The most common parking management response to these issues is the implementation of a Residential Parking Permit Program (RPPP). Toolkit item # 14 is whitepaper on this topic that provides guidance for establishing an RPPP and examples of forms, maps, and other tools from successful programs across the country.

15. Sample Parking Garage Operations Manual

- It is surprising how many municipal parking programs have not developed facility operations manuals. This comprehensive template can be used as the basis for creating an operations manual from scratch or to enhance and upgrade an existing manual.

16. Recommended Parking Management Benchmarks

- A current trend in parking and mobility program management is to adopt a data-driven management approach. This document provides a set of 24 parking management-



2019 DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

specific operational benchmarks that provide a data-rich reporting package designed to supply key management metrics to support a successful parking management program.

17. Parking Facility Maintenance Manual

- The accepted industry standards related to parking facility maintenance is the National Parking Association's (NPA) maintenance manual. A copy of this manual is provided as toolkit item # 17. Note: this document is updated on a regular basis. It is recommended that the Town check in periodically with the NPA website for the most current version of the manual.

18. Parking Facility Maintenance Schedule

- Toolkit item # 18 is the companion piece to toolkit item # 17, providing the recommended schedule of maintenance practices for parking facilities. Note: If the Town ultimately applies for the IPMI's APO certification, having policies and procedures based on these types of industry standards will help with obtaining program accreditation.

19. Valet Parking White Paper

- Toolkit item # 19 is whitepaper on the development of a valet parking program. Valet parking is not as simple a proposition as it might seem, especially if the operation is to be run in-house, by staff that has never previously performed this function. This paper maps out a number of programming and physical assessments must be evaluated.

RESOLUTION 19-14 ADOPTING THE TOWN OF JACKSON DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

WHEREAS, the 2012 Jackson/Teton County Comprehensive Plan provides Policy 7.2.a, which calls for the creation of a transportation network based on “complete streets” and “context-sensitive” solutions, and Strategy 7.3.S.1, which calls for a reevaluation of parking standards that currently promote travel by single occupancy vehicle; and

WHEREAS, the Jackson/Teton County Integrated Transportation Plan was adopted by the Town and County in 2015 to be a “blueprint for implementing the transportation provisions of the Town/County Comprehensive Plan,” which includes parking and mobility strategies;

WHEREAS, the Town adopted the Community Streets Plan in 2015 to build upon the policies of the Jackson/Teton County Comprehensive Plan and to serve as an adaptable guide and “toolkit” of preferred street right-of-way design solutions that should be implemented to foster a multimodal transportation system that works for people driving cars, riding transit, traveling by bike or on foot;

WHEREAS, Consultant Kimley Horn and the staff of the Planning, Public Works, Police, START, and Pathways departments, guided the planning process to create the Downtown Parking and Mobility Management Plan to accomplish Policy 7.2.a and Strategy 7.3.S.1 of the 2012 Jackson/Teton County Comprehensive Plan;

WHEREAS, the process of creating the Downtown Parking and Mobility Management Plan was greatly aided and influenced by significant public input from downtown business owners, the Chamber of Commerce, Friend of Pathways, and the general public; and

WHEREAS, the Downtown Parking and Mobility Management Plan will be implemented over the coming years to guide the management, enforcement, and evolution of parking strategies in the Downtown of Jackson; and

WHEREAS, the Downtown Parking and Mobility Management Plan is intended as a guide for decision makers on topics such as governance, customer service, planning, technology, enforcement, as well as parking facility and systems management. Specifically the plan provides strategies and tools to:

- 1) Identify governance and management structures that will work best for Jackson that will also contribute to the successful implementation of other community goals;
- 2) Position parking as a contributor to the vitality of Downtown;
- 3) Establish positive and proactive community relations;
- 4) Encourage on-street parking turnover and promote increased community vitality;
- 5) Identify management strategies and technologies to improve the customer experience, while also controlling operating costs and enhancing system financial performance;
- 6) Position parking management within the larger “mobility management” context in a way that promotes a balanced system of parking and multi-modal transportation alternatives; and,

WHEREAS, the attached Downtown Parking and Mobility Management Plan, dated May 2019, shall be adopted by this Resolution and shall serve as the guiding document in achieving the policies and actions as described above. The Plan may be

altered or amended at any time by the Town of Jackson and the document solely serves as a guiding document and is not a regulation.

NOW THEREFORE, BE IT RESOLVED that the Jackson Town Council hereby adopts the attached Downtown Parking and Mobility Management Plan, dated May 2019, as a guiding document to assist in reaching the policies and actions as described above.

Adopted on the ____ day of _____, 2019.

TOWN OF JACKSON

Pete Muldoon, Mayor

(Seal)

Attest:

Sandy Birdyshaw, Town Clerk



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration

PRESENTER: Roxanne Robinson

MEETING DATE: February 4, 2019

SUBJECT: Resolution 19-15, Census Count Committee

STATEMENT/PURPOSE

The Town Council approves all resolutions on behalf of the Town of Jackson.

BACKGROUND/ALTERNATIVES

The U.S. Constitution mandates that each decade there is a count—or a “census”—of America’s population. For the 2020 Census, the goal is to count everyone once, only once, and in the right place. Each year, the Federal Government distributes hundreds of billions of dollars to states and communities based on U.S. Census Bureau data.

A study published in 2017 by the George Washington Institute of Public Policy calculated that \$881,376,094 was distributed to Wyoming based on decennial numbers. This figure included the total program obligations of the 16 largest federal assistance programs that distribute funds to Wyoming based on decennial Census statistics (Fiscal Year 2015), including programs like Medicare, Highway Planning and Construction, and the National School Lunch Program.

For Wyoming, this figure breaks down to \$1,504 per capita, and roughly \$3,775 per household in Teton County. Over a 10-year period, that would equate to \$37,750 lost for every household in Teton County that was missed in the Census count.

A Complete Count Committee is a volunteer committee established by local governments and community leaders to increase awareness and motivate residents to respond to the 2020 Census. The Complete Count Committee (CCC) was one of the most effective outreach strategies in the 2010 Census and the state of Wyoming is promoting CCCs once again for the 2020 Census. The CCC is charged with developing and implementing a 2020 Census outreach plan of action designed to target and address the needs of its community.

Committees consist of influential leaders who are charged with developing a census awareness campaign that:

- Increases the self-response rate. Responses may be submitted via the internet, over the phone, or using the mail-in paper form. This is the first decennial census that will offer internet and phone options.
- Communicates the importance of the Census through local messaging (e.g., social media, local news outlets, city newsletters and websites, utility bill inserts).
- Raises awareness of the Census throughout Teton County.
- Motivates every household to participate in the Census (each household missed is a loss of approximately \$37,750 in the 10 years between the Decennial Censuses).

Potential committee members include, but are not limited to:

- Elected officials, city planners, and heads of relevant governmental agencies/departments.
- Superintendents, principals, and public school system leaders.
- Faith-based organization leaders.
- Community-based organization leaders.
- Corporate leaders, small business leaders, and heads of business associations.

- Advocacy organizations and social outreach programs.
- Major media organizations and county public information officers.

While the task of local governments is to appoint a Complete Count Committee, the US Census Bureau provides a Wyoming Partnership Specialist who serves as an advisor and Census liaison to our local CCC, providing training and guidance to the committee.

Staff recommends the Town Council adopt Resolution 19-15 authorizing the Town Manager to partner with the Board of County Commissioners' Administrator to recruit government and community leaders to serve as members of the Teton County CCC and to work with the Wyoming Partnership Specialist to begin mobilization and schedule CCC training and deployment.

The Town Council has many options available to them including:

1. Adopt Resolution 19-15 authorizing the Town Manager to partner with the Board of County Commissioners' Administrator to recruit government and community leaders to serve as members of the Teton County CCC and to work with the Wyoming Partnership Specialist to begin mobilization and schedule CCC training and deployment.
2. Discuss the resolution and postpone action to a future Town Council meeting.
3. Take no action.
4. Other.

COMPREHENSIVE PLAN ALIGNMENT

In order to provide quality community services, accurate census counts are needed so that the community receives the appropriate funding for our level of population.

STAKEHOLDER ANALYSIS

Citizens and visitors to Teton County benefit immensely from the outcomes of an accurate census count. The CCC will be tasked with outreach and education for the 2020 Census in Teton County. Some of the primary goals of the committee will include:

- Performing outreach to Town of Jackson and Teton County residents regarding the Census and the benefits of an accurate count to Teton County.
- Encouraging Town of Jackson and Teton County residents to promptly self-respond to the Census, eliminating the time and tax dollars spent sending enumerators (Census employees) door-to-door to collect forms.
- Targeting promotional and educational efforts to typically hard-to-count or under-reported sections of the population.

FISCAL IMPACT

While there is no hard cost to recruit or train a Census Count Committee, as mentioned previously each household missed or not counted in the 2020 census will result in an approximately \$37,750 loss to Teton County in federal funding over the 10-year period until the next census count.

STAFF IMPACT

The Board of County Commissioners' Administrator and Jackson Town Manager will work collaboratively to recruit committee members and coordinate training and outreach.

LEGAL REVIEW

Not applicable at this time.

ATTACHMENTS

Resolution 19-15, a Resolution Establishing a Census Count Committee.

RECOMMENDATION

Staff recommends the Town Council adopt Resolution 19-15 authorizing the Town Manager to partner with the Board of County Commissioners' Administrator to recruit government and community leaders to serve as members of the Teton County CCC and to work with the Wyoming Partnership Specialist to begin mobilization and schedule CCC training and deployment.

SUGGESTED MOTION

Should the Council be ready to take action, one possible motion would be:

I move to adopt Resolution 19-15 authorizing the Town Manager to partner with the Board of County Commissioners' Administrator to recruit government and community leaders to serve as members of the Teton County CCC and to work with the Wyoming Partnership Specialist to begin mobilization and schedule CCC training and deployment.

RESOLUTION 19-15

(Establishing a 2020 Town of Jackson/Teton County Census Complete Count Committee)

WHEREAS, the Constitution of the United States of America requires an enumeration, or “census,” of the population every 10 years; and

WHEREAS, the next decennial census of the population will be taken on April 1, 2020; and

WHEREAS, the decennial census data compiled in the 2020 Census will be used to determine the apportionment of seats in the State Legislature and the allocation of billions of dollars of federal, state and county funds for social and other programs for the next decade until the next decennial census is taken; and

WHEREAS, it is vitally important that every person in the Town of Jackson and Teton County is counted in the 2020 Census; and

WHEREAS, Teton County and the Town of Jackson seek to establish a Complete Count Committee that will develop and implement an awareness campaign that motivates residents to respond to the 2020 Census and encourages participation by population groups that are often undercounted; and

WHEREAS, County and Town staff will recruit government and community leaders to serve as members of the Complete Count Committee and to partner with the U.S. Census Bureau to provide training to the members of the Complete Count Committee;

NOW, THEREFORE, having duly met at a regular meeting and considered the matter it is,

RESOLVED, that the Town of Jackson supports the establishment of a Teton County Complete Count Committee to develop and implement an awareness campaign that motivates residents to respond to the 2020 Census and encourages participation by population groups that are often undercounted; and

IT IS FURTHER RESOLVED, that the Town Manager for the Town of Jackson is hereby authorized to partner with the Teton County Commissioners’ Administrator to recruit government and community leaders to serve as members of the Teton County Complete Count Committee, to partner with the U.S. Census Bureau to provide training to the members of the Teton County Complete Count Committee, and to take all steps necessary to accomplish these purposes.

DATED THIS 17th DAY OF JUNE, 2019.

TOWN OF JACKSON

Pete Muldoon, Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk

ORDINANCE A

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND AMENDING THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE CURRENT ZONING DESIGNATION OF 1.67 ACRES OF LAND ADDRESSED AS 460 EAST BROADWAY AVENUE AND CURRENTLY ZONED NEIGHBORHOOD MEDIUM DENSITY-2 (NM-2) TO PUBLIC/SEMI-PUBLIC (P/SP) (P18-338); AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION I.

Section 2 of Town of Jackson Ordinance 1074 (part) and the Official Zoning District Map of the Town of Jackson are hereby amended to change the zoning classification of the following described parcel from Neighborhood Medium Density-2 (NM-2) to Public/Semi-Public (P/SP) (P18-338), to wit:

PT NE1/4NW1/4, Section 34, Township 41, Range 116 (see attached).
PIDN# 22-41-16-34-2-00-001

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 6TH DAY OF MAY, 2019.
PASSED 2ND READING THE ____ DAY OF ____, 2019.
PASSED AND APPROVED THE ____ DAY OF ____, 2019.

BY:

WARRANTY DEED

Elk Refuge Corporation, a Wyoming corporation, GRANTOR, of Teton County, State of Wyoming 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 Teton County Hospital District, a body corporate in the State of Wyoming, GRANTEE, whose address is P.O. Box 428, Jackson, Wyoming 83001, the following described real estate, situate in the County of Teton, State of Wyoming hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

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

State Parcel ID No.: 22-41-16-34-2-00-001

Together with and including all oil, gas, and other mineral rights owned by Grantor, and all other appurtenances and hereditaments thereunto belonging. Subject to taxes and all covenants, conditions, restrictions, easements, reservations, rights and rights-of-way of sight and/or record.

WITNESS my hand this 28th day of February, 2001.

Grantor: ELK REFUGE CORPORATION
Grantee: TETON COUNTY HOSPITAL DISTRICT
Doc #536175 bk 416 pg 928-929 Filed at 12:21 on 03/01/01
Sherry L Daigle, Teton County Clerk fees: 8.00
By WENDY R SELL Deputy

Elk Refuge Corporation, a Wyoming corporation

By: Freddie V. Botur, President, by
Freddie V. Botur, President, by Freddie V Botur, Jr
Freddie V. Botur, Jr., as Attorney-in-Fact
in-Fact as Attorney-in-Fact.

STATE OF Wyoming)
COUNTY OF Teton) ss

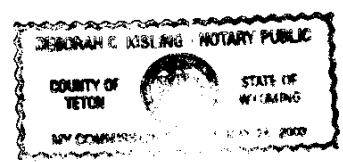
The foregoing instrument was acknowledged before me by Freddie V. Botur, Jr. as attorney-in-fact for Freddie V. Botur, as President of Elk Refuge Corporation, a Wyoming corporation this 28 day of February, 2001.

Witness my hand and official seal.

Deborah C. Kishling
Notary Public

My Commission Expires:

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

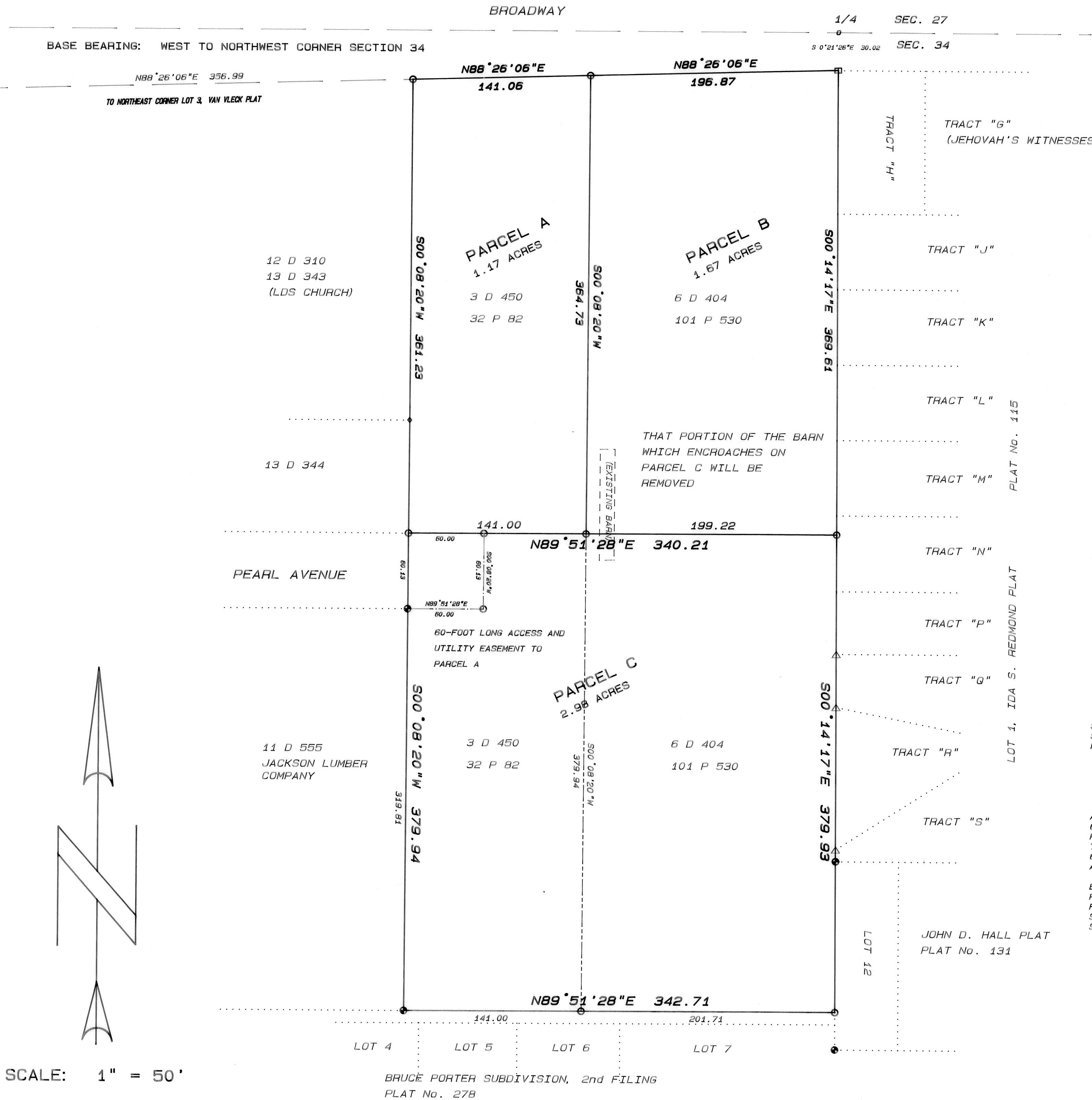


EXHIBIT**"A"**

A parcel of land in the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 34, Township 41 North, Range 116 West, 6th Principal Meridian, Teton County, Wyoming, being a portion of that parcel of record in the Office of the Teton County Clerk in Book 6 of Deeds, Page 404, and being more particularly described as follows:

Beginning at a point on the southerly right-of-way of Broadway in the Town of Jackson which point lies S0°21'26"E, 30.02 feet from the $\frac{1}{4}$ corner common to Sections 27 and 34 of said Township and Range and is the northeast corner of said parcel in Book 6 of Deeds; thence along the easterly boundary of said record parcel in Book 6 of Deeds, S0°14'17", 369.61 feet to a point; thence S89°51'28"W, 199.22 feet to a point on the easterly boundary of that record parcel in Book 3 of Deeds, Page 450; thence along said easterly boundary N0°8'20"E, 364.73 feet to a point on the southerly right-of-way of Broadway; thence along said right-of-way N88°26'6"E, 196.87 feet to the point of beginning.

PIN Number: 22-41-16-34-2-00-001



- LEGEND:
- = SET THIS SURVEY, 5/8" DIAMETER STEEL REINFORCING BAR WITH ALUMINUM CAP INSCRIBED: "NELSON ENGR PE&LS 578"
 - = FOUND, BRASS CAP ON IRON PIPE, SET AND INSCRIBED BY RLS 164
 - = FOUND, BRASS CAP ON IRON PIPE, SET AND INSCRIBED BY PE&LS 578
 - △ = FOUND, STEEL T-STAKE WITH CAP INSCRIBED: "SURVEY POINT DO NOT DISTURB RLS 164"
 - = FOUND, IRON SPIKE IN ROAD
 - ◆ = FOUND, IRON PIPE
 - = BOUNDARY LINE OF PARCEL TO BE CREATED BY THIS MAP AND SURVEY
 - = BOUNDARY LINE, ADJOINING PARCEL
 - = EASEMENT LINE TO BE CREATED WITH THIS MAP AND SURVEY
 - = FORMER DIVISION LINE BETWEEN PARCELS

LEGAL DESCRIPTIONS

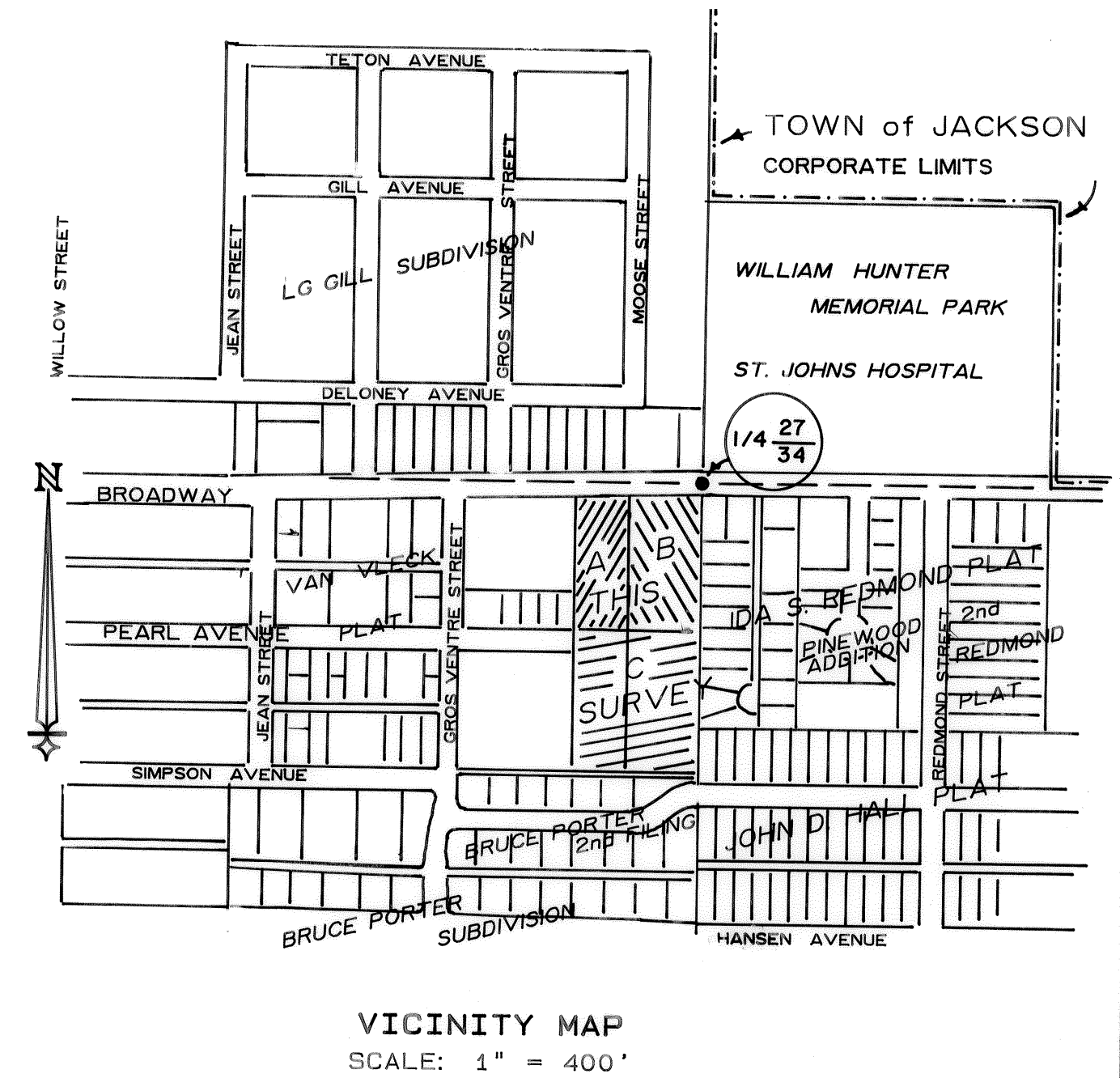
PARCEL A
A PARCEL OF LAND IN THE NE1/4 NW1/4 SECTION 34, T41N, R116W, 6th PRINCIPAL MERIDIAN, TETON COUNTY, WYOMING, BEING A PORTION OF THAT PARCEL OF RECORD IN THE OFFICE OF THE TETON COUNTY CLERK IN BOOK 3 OF DEEDS PAGE 450, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF BROADWAY, IN THE TOWN OF JACKSON, WHICH POINT LIES WEST 337.99 FEET AND SOUTH 39.25 FEET FROM THE 1/4 CORNER COMMON TO SECTIONS 27 AND 34 OF SAID TOWNSHIP AND RANGE AND IS THE NORTHWEST CORNER OF SAID RECORD PARCEL IN BOOK 3 OF DEEDS;
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY OF BROADWAY N88°26'06"E 141.06 FEET TO THE NORTHEAST CORNER OF SAID RECORD PARCEL;
THENCE ALONG THE EASTERLY BOUNDARY OF SAID RECORD PARCEL S 0° 8'20"W 364.73 FEET TO A POINT;
THENCE S89°51'28"W 141.00 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID RECORD PARCEL;
THENCE ALONG SAID WESTERLY BOUNDARY N 0° 8'20"E 361.23 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 1.17 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS OR RESERVATIONS, OF SIGHT OR OF RECORD, LEGALLY ACQUIRED, AND IS BENEFITTED BY AN EASEMENT FOR ACCESS AND UTILITY PURPOSES, BEING A 60 FOOT LONG EXTENSION OF PEARL AVENUE ALONG THE SOUTHERN BOUNDARY OF SAID PARCEL FROM ITS SOUTHWEST CORNER AS SHOWN HEREON.

PARCEL B
A PARCEL OF LAND IN THE NE1/4 NW1/4 SECTION 34, T41N, R116W, 6th PRINCIPAL MERIDIAN, TETON COUNTY, WYOMING, BEING A PORTION OF THAT PARCEL OF RECORD IN THE OFFICE OF THE TETON COUNTY CLERK IN BOOK 6 OF DEEDS PAGE 404, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF BROADWAY IN THE TOWN OF JACKSON, WHICH POINT LIES S 0°21'28"E 30.02 FEET FROM THE 1/4 CORNER COMMON TO SECTIONS 27 AND 34 OF SAID TOWNSHIP AND RANGE AND IS THE NORTHEAST CORNER OF SAID PARCEL IN BOOK 6 OF DEEDS;
THENCE ALONG THE EASTERLY BOUNDARY OF SAID RECORD PARCEL IN BOOK 6 OF DEEDS S 0°14'17" 369.61 FEET TO A POINT;
THENCE S89°51'28"W 199.22 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THAT RECORD PARCEL IN BOOK 3 OF DEEDS PAGE 450;
THENCE ALONG SAID EASTERLY BOUNDARY N 0° 8'20"E 364.73 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF BROADWAY;
THENCE ALONG SAID RIGHT-OF-WAY N88°26' 6"E 196.87 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 1.67 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS OR RESERVATIONS, OF SIGHT OR OF RECORD, LEGALLY ACQUIRED.

PARCEL C
A PARCEL OF LAND IN THE NE1/4 NW1/4 SECTION 34, T41N, R116W, 6th PRINCIPAL MERIDIAN, TETON COUNTY, WYOMING, BEING A PORTION OF THOSE PARCELS OF RECORD IN THE OFFICE OF THE TETON COUNTY CLERK IN BOOK 3 OF DEEDS PAGE 450, AND IN BOOK 6 OF DEEDS PAGE 404, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF SAID RECORD PARCEL IN BOOK 6 OF DEEDS, WHICH LIES S 0°14'17"E 369.61 FEET FROM THE NORTHEAST CORNER OF SAID PARCEL AND S 0°14'36"E 399.71 FEET FROM THE 1/4 CORNER COMMON TO SECTIONS 27 AND 34 OF SAID TOWNSHIP AND RANGE;
THENCE ALONG SAID EASTERLY BOUNDARY S 0°14'17"E 379.93 FEET TO THE SOUTHEAST CORNER OF SAID RECORD PARCEL IN BOOK 6 OF DEEDS;
THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID RECORD PARCEL IN BOOK 6 OF DEEDS AND THE SOUTHERLY BOUNDARY OF SAID RECORD PARCEL IN BOOK 3 OF DEEDS S89°51'28"W 342.71 FEET TO THE SOUTHWEST CORNER OF SAID RECORD PARCEL IN BOOK 3 OF DEEDS;
THENCE ALONG THE WESTERLY BOUNDARY OF SAID RECORD PARCEL IN BOOK 3 OF DEEDS N 0° 8'20"E 379.94 FEET TO A POINT;
THENCE N89°51'28"E 340.21 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS OR RESERVATIONS, OF SIGHT OR OF RECORD, LEGALLY ACQUIRED, INCLUDING A 60 FOOT LONG EXTENSION OF PEARL AVENUE IN ITS NORTHWEST CORNER FOR ACCESS AND UTILITY PURPOSES FOR THE ADJOINING PARCEL TO THE NORTH AS SHOWN HEREON.

THE BASE BEARING FOR THESE DESCRIPTIONS IS WEST FROM THE 1/4 CORNER COMMON TO SECTIONS 27 AND 34 OF SAID TOWNSHIP AND RANGE TO THE NORTHWEST CORNER OF SAID SECTION 34.

Recorded Oct 5 2011 at 9:20 AM
No. 237231 Page 2 of 2
Vigilant County Clerk
Donna Rieckel dep.



LANDOWNERS WITHIN 140 FEET

L.G. GILL SUBDIVISION:
NW. B. AND PAMELA G. HADON, BOX 2512, JACKSON, WY 83001; TIM AND DENISE BIDMERUP, BOX 36, KELLY, WY 83001; GAILLYNN LENKIE CUTTERELL, 1975 SUNSET DR., ESCONZIDO, CA 92026; NURENE LANCASTER, BOX 2215, JACKSON, WY 83001; JACKSON H. HEID et ux, BOX 2796, JACKSON, WY 83001; BRUCE PORTER et ux, 570 NORTH 9th, LARAMIE, WY 82070; SPON PARTNERSHIP, 1352 ALPINE, ROCK SPRINGS, WY 82801;
TRACTS IN LOT 1, IDA S. REDMOND PLAT:
DARNA TLOSIAN, BOX 162, WILSON, WY 83014; ROBERT J. MOUTON et ux, BOX 7640, JACKSON, WY; RONALD PAUL and UTANE BRODER, BOX 2895, JACKSON, WY 83001; CLARENCE S. STULTZMAN, 6388-C BUENA VISTA DR., NEWARK, CA 94560; KENNETH D. SMITH et ux, BOX 381, JACKSON, WY 83001; JOHN F. and SYLVIA L. THEITLER, BOX 2937, JACKSON, WY 83001; ROBERT ROBARDS et al, BOX 2793, JACKSON, WY 83001; GARY L. GETZ et ux, BOX 3212, JACKSON, WY 83001; JAMES L. and LINDA J. CLARK, BOX 3305, JACKSON, WY 83001; JEHOVAH'S WITNESSES, JACKSON, WY 83001;
JOHN D. HALL PLAT:
RICHARD D. and CHRISTIE HOSS KIKRAI, BOX 2067, JACKSON, WY 83001; MARK STEVEN and JANE KESLER LARSON, BOX 3469, JACKSON, WY 83001; HAROLD CORPORATION, BOX 172, JACKSON, WY 83001;
BRUCE PORTER SUBDIVISION, 2nd FILING:
JOSEPH H. and DOROTHY R. KIDAR, 140 KEITH DR., GREEN RIVER, WY 83001; WILLIAM D. and LINDA HAZEN, BOX 2637, JACKSON, WY 83001; JOHN M. and ELNA E. GOOLD, BOX 144, MOOSE, WY 83012; THOMAS M. DUKETTE et ux, BOX 1842, JACKSON, WY 83001; KEITH P. GAMBLE et ux, BOX 2851, JACKSON, WY 83001; CYNTHIA ANN DUBOIS, BOX 1289, JACKSON, WY 83001; BRYAN J. and DONNA C. HEINEZ, BOX 1194, JACKSON, WY 83001;
NETS AND BOUNDS TRACTS:
GEORGE and MAURENE TICE, BOX 266, JACKSON, WY 83001; LOUISE G. MACQUEL, BOX K, JACKSON, WY 83001; CYNTHIA ANN and DONALD TAYLOR, 6336 MOCCASIN AVE., CHEYENNE, WY 82001; JACKSON LUMBER COMPANY, BOX AF, JACKSON, WY 83001; CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, JACKSON, WY 83001; ST. JOHNS HOSPITAL, COUNTY OF TETON, JACKSON, WY 83001;

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
) SS
COUNTY OF TETON)
I, MICHAEL J. QUINN, A PROFESSIONAL LAND SURVEYOR OF JACKSON, WYOMING, HEREBY CERTIFY THAT THIS MAP WAS MADE FROM THE NOTES OF A SURVEY MADE BY ME, OR UNDER MY DIRECTION, AND THAT IT CORRECTLY REPRESENTS THE TRACTS AS DESCRIBED, AND THAT ALL MONUMENTS ARE AS SHOWN HEREON.
MICHAEL J. QUINN, WYOMING PROFESSIONAL LAND SURVEYOR 4270
Date 10/5/2011
Professional Land Surveyor
TETON COUNTY, WYOMING
4270

map to accompany lot split application

STEPHENS and STEED PROPERTIES
in the
NE1/4 NW1/4 of SECTION 34
T41N, R116W, 6th PRINCIPAL MERIDIAN
TOWN OF JACKSON
TETON COUNTY, WYOMING #T-74-A

REV	8/99	DRAWN	9/89	CHECKED	APPROVED
JACKSON, WYOMING					
DRAWING TITLE MAP TO ACCOMPANY LOT SPLIT APPLICATION					
JOB TITLE STEPHENS-STEED LOT SPLIT, TRACTS IN SECTION 34					
DRAWING No	1 of 1	JOB No	89-110-1		

ORDINANCE B

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND AMENDING THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE CURRENT ZONING DESIGNATION OF 0.64 ACRES OF LAND ADDRESSED AS 660 EAST BROADWAY AVENUE AND CURRENTLY ZONED OFFICE RESIDENTIAL (OR) TO PUBLIC/SEMI-PUBLIC (P/SP) (P18-339); AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION I.

Section 2 of Town of Jackson Ordinance 1074 (part) and the Official Zoning District Map of the Town of Jackson are hereby amended to change the zoning classification of the following described parcel from Office Residential (OR) to Public/Semi-Public (P/SP) (P18-339), to wit:

PT. W 1/2 LOT 5, BLK. 1 REDMOND-1 TRACT A (see attached).
PIDN# 22-41-16-34-1-10-001

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 6TH DAY OF MAY, 2019.
PASSED 2ND READING THE ____ DAY OF ____, 2019.
PASSED AND APPROVED THE ____ DAY OF ____, 2019.

BY:

BY: _____
Town Clerk

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 _____, 2019.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Town Clerk

WARRANTY DEED

William C. Newton, Trustee of the Newton Foundation Under Trust Agreement dated October 25, 1998, GRANTOR, of Teton County, Wyoming, 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 Teton County Hospital District d/b/a St. John's Medical Center, a Wyoming Hospital District, GRANTEE, whose address is Post Office Box 428, Jackson, Wyoming 83001, the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

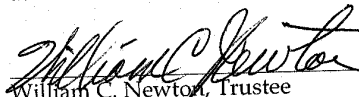
See Exhibit A attached hereto.

PIN #22-41-16-34-1-10-001

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of record.

WITNESS my hand this 7th day of June, 2013.

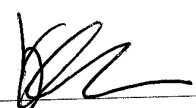
Newton Foundation Under Trust Agreement
 dated October 25, 1998:

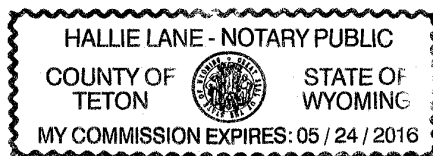

 William C. Newton, Trustee

STATE OF Wyoming
 COUNTY OF Teton

The foregoing instrument was acknowledged before me this 7 day of June, 2013 by William C. Newton as Trustee of the Newton Foundation Under Trust Agreement dated October 25, 1998.

WITNESS my hand and official seal.


 Notary Public
 My Commission Expires: 6-24-16



RELEASED	☒
INDEXED	☒
ABSTRACTED	☒
SCANNED	☒

Law Office of:
 Jess Carlinan & D'Amours, LLC
 Post Office Box 449
 30 East Simpson Street
 Jackson, Wyoming 83001
 307-731-7881

GRANTOR: NEWTON, WILLIAM C TRUSTEE
 GRANTEE: TETON COUNTY HOSPITAL DISTRICT DBA*
 Doc 0837577 bk 845 pg 575-576 Filed At 14:31 ON 06/07/13
 Sherry L. Daigle Teton County Clerk fees: 11.00
 By Mary Smith Deputy

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF WYOMING, COUNTY OF TETON, CITY OF JACKSON, AND IS DESCRIBED AS FOLLOWS:

THAT PART OF THE WEST HALF OF LOT 5 OF THE IDA S. REDMOND PLAT, A SUBDIVISION OF RECORD IN THE TOWN OF JACKSON, TETON COUNTY, WYOMING, AND SHOWN AS TRACT A ON MAP OF SURVEY FOR MARK AND SUSAN NOWLIN, RECORDED JANUARY 15, 1988, AS MAP D-19-A, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID WEST 1/2 OF LOT 5, THENCE ALONG THE EAST LINE OF SAID WEST 1/2, IDENTICAL WITH THE WEST LINE OF THE SHOCKLEY SUBDIVISION, A SUBDIVISION OF RECORD, S 00° 02'17" E, 210.04 FEET TO A POINT;

THENCE N 89° 59'44" WEST, 132.18 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID WEST 1/2;

THENCE N 00° 02'24" W, 210.03 FEET ALONG SAID WEST LINE TO A POINT;

THENCE N 90° 00'00" E, 132.19 FEET TO THE CORNER OF BEGINNING.

PIDN: 22-41-16-34-1-10-001



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration

PRESENTER: Roxanne Robinson

MEETING DATE: June 17, 2019

SUBJECT: Rodeo Grounds Management Agreement

STATEMENT/PURPOSE

Mayor Muldoon asked that this item be placed under Matters from Mayor and Council for consideration. The purpose of this item is for the Council to consider whether they would like to approve a Teton County requested amendment to the already approved agreement from 2017 or place the item on a future agenda for discussion and action.

BACKGROUND/ALTERNATIVES

The Town Council adopted the Rodeo Grounds Management Agreement (RGMA) on November 6, 2017 and presented it to Teton County for their approval and signature. Since that date, Teton County has failed to approve and execute the agreement in its present form.

The most recent RGMA expired in December 31, 2017 and the document provides for a pass through of \$60,000 to Teton County to administer and manage the Town owned rodeo grounds. The Town owns the property and leases it to Teton County.

The RGMA is also referenced in the Teton County Fair Grounds Lease Agreement that expires in 2026 and one of the purposes of the lease, as stated in the initial portion of the document, was so that the lessee could justify its expenditure of funds and efforts for improvement of the grounds. The Lease Agreement also contains a provision in Section 11 that the Lessee shall keep the buildings in good condition and repair. Additionally, the Teton County Fairgrounds Lease Agreement requires Teton County to insure the buildings and it would follow that they are responsible for any repair. Additional facilities have also been constructed on the leased premises with the Council's approval since the initiation of the original lease in 1997.

For the past several years, the rodeo concessionaire has paid approximately \$100,000 to the Town as part of their concession fee. Pursuant to the proposed RGMA and the most recently expired RGMA, the Town currently passes through \$60,000 of these fees to Teton County without itemization of how those funds are spent.

Teton County would like an amendment to the proposed agreement to add the following statement at the end of Paragraph 4, Funding, that states:

Should expenditures, capital or otherwise, exceed the maximum of \$60,000, Teton County may present an itemized accounting of expenses for the Town Council's consideration of reimbursement.

Staff's opinion is that the above language does not need to be added to the agreement. The County can certainly submit a request for reimbursement for expenditures over and above the \$60,000 and the document doesn't need to be changed to allow that. The past Town Attorney and the current Interim Town Attorney have both concurred with this interpretation.

For expenditures above and beyond the \$60,000, the Town Council could consider those requests on a case by case basis and either approve or deny them without a change to the current proposed, and approved, document or with the proposed change to the document.

Staff recommends the Town Council uphold the decision already made in 2017 and leave the document language as proposed.

The Council has many options available to them including:

1. Approve the RGMA as proposed with the amendment to Section 4 as requested by Teton County and provide the document to Teton County for approval and execution and authorize the Mayor to execute the agreement on behalf of the Town.
2. Take no action thereby upholding the action taken on November 6 of 2017 to approve the RGMA as proposed and provide the document to Teton County for their consideration.
3. Place this item on a future agenda for discussion and action.
4. Other.

COMPREHENSIVE PLAN ALIGNMENT

Maintaining the Town owned rodeo grounds is in alignment with Section 8, Quality Community Service Provision.

STAKEHOLDER ANALYSIS

The following stakeholders have been identified for this item: The Town of Jackson, Teton County, and the citizens of the community.

The Town of Jackson organization is a stakeholder in that the Town owns the property and is responsible for determining the highest and best use of these grounds/facilities. The Town wants to make sure that the Town's asset of the rodeo grounds is maintained properly and cost effectively and that uses are in alignment with the Town Council's goals and long term plans. The Town has the responsibility for being a good steward of Town owned public assets and to weigh each decision carefully. Once the lease expires in 2026 other uses for this site may include construction of a community center, Public Works uses, employee housing, Parks and Rec uses, community affordable housing, park and ride, parking structure or any other uses the Town Council deems appropriate and each of these uses would have stakeholders involved. This property is very important to the Town of Jackson and provides opportunities for strategic and community goals to be met into the future as well as provides opportunities for continued provision of core services.

Teton County has a stake in these issues because they hold a long term lease on a portion of the property on the north side of Snow King Avenue through December 31, 2026.

The citizens of the community and the various users of the grounds have a stake in this in terms of use of these Town owned assets and any future uses of these assets for community priorities and core service provision.

FISCAL IMPACT

The fiscal impact of continuing the current agreement as presented would result in the continued pass through of funds from the Rodeo Concessionaire to Teton County at a maximum of \$60,000. Should the Town not renew the RGMA with Teton County, the obligations of Teton County under the Teton County Fairgrounds Lease Agreement would continue without any pass through of funds to Teton County – the Town would retain that \$60,000 along with the remainder of the rodeo concession fee. Teton County currently retains any income generated from rental of the various facilities and grounds outside of the rodeo concession. The Teton County Fairgrounds Lease Agreement specifically excludes the ability of Teton County to enter into the rodeo concession agreement.

STAFF IMPACT

Staff impact of presenting the agreement to Teton County is minimal in that the documents have already been edited for presentation. Should the Town Council choose to take another action such as letting the agreement expire with no renewal, there would be no noticeable impact associated with management of the leased area on the north side of Snow King because Teton County would still manage those grounds – we simply would not have a pass through of funds.

LEGAL REVIEW

Complete.

ATTACHMENTS

RGMA.

RECOMMENDATION

Staff's recommendation is to take no action thereby upholding the action taken on November 6 of 2017 to approve the RGMA as proposed and provide the document to Teton County for their consideration.

SUGGESTED MOTION

No suggested motion is necessary but should the Council wish to take action, one possible motion would be:

I move to approve the RGMA as proposed with the amendment to Section 4 as requested by Teton County and provide the document to Teton County for approval and execution and authorize the Mayor to execute the agreement on behalf of the Town.

RODEO GROUNDS MANAGEMENT AGREEMENT

This Agreement made as of the ____ day of _____, 2019, by and between the Town of Jackson, a Municipal Corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 (hereinafter referred to as the “Town”) and Teton County, WY, a duly organized County of the State of Wyoming, of P.O. Box 3594, Jackson, WY 83001 (hereinafter referred to as “Teton County”).

WHEREAS, the Town is the owner of certain real property within the Town of Jackson, Teton County, Wyoming, as described in Exhibit “A” hereto, and commonly referred to as the “Rodeo Grounds”; and

WHEREAS, Teton County desires to administer and maintain said property according to the terms set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained and for other good and valuable consideration, receipt whereof being hereby acknowledged, the parties agree as follows:

1. TERM

The initial term of this Agreement shall be four (4) years, effective as of January 1, 2018, unless sooner terminated as provided for herein. This Agreement may be terminated by either the Town or the Teton County upon giving one (1) month written notice thereof.

2. DUTIES OF TETON COUNTY.

- a. Teton County shall be responsible for the administration and maintenance of the Rodeo Grounds, except for the maintenance of any grass, trees or shrubbery outside of the Rodeo Arena which shall remain the responsibility and under the purview of the Teton County Parks and Recreation Department.
- b. Teton County shall make the Rodeo Grounds available to all user groups as provided herein, and so far as may be practicable, and shall be responsible for the oversight and preservation of the property by virtue of such use. Any fees collected by Teton County for the subletting of the property shall be retained by Teton County and not be used to offset the

management fee paid by the Town to Teton County set forth in paragraph 5 herein.

- c. Teton County shall inform any user group or anyone conducting any business on the Rodeo Grounds that it must obtain and maintain a Town of Jackson Business License. To that end, prior to their approval of use on the Fair Grounds, Teton County shall confirm possession of a business license with Town staff.
- d. Should the Town Council decide to put the rodeo concession out for bid, a committee comprised of the Town Manager or his designee, the County Commissioner's Administrator or his designee and the Teton County Fair and Fairgrounds Manager shall make a recommendation to the Town Council for the selection of a Rodeo Concessionaire after a competitive proposal process has occurred. All presentations to this committee and all recommendations shall be public.
- e. In its administration of the Rodeo Grounds, Teton County shall observe all applicable Federal, State and Local laws.

3. MULTIPLE USE.

The parties acknowledge that the subject property has historically been a recreational area for multiple users, including but not limited to the Town of Jackson, Teton County Barrel Racing Association, Teton County 4-H, various team roping associations, the Old Timers Rodeo Association, the High School Rodeo Association, the Teton County Fair, the production of a regular summer rodeo and various special events in the community. In administration of the Rodeo Grounds, the Teton County will make all reasonable efforts necessary to continue such multiple uses. Notwithstanding the foregoing, in the unlikely event of a direct scheduling conflict between users, priority shall be given first to Town uses, and then to western and/or livestock activities.

4. FUNDING.

During the term of this Agreement, and for subsequent renewals thereof, the Town shall reimburse Teton County, upon its submission of sworn vouchers without itemization, for all reasonable sums expended in its administration and maintenance of the

subject property, a minimum of \$10,000 per year, and a maximum of \$60,000 per year but at no time shall the reimbursement exceed the amount received by the Town from its Concession Agreement with the Rodeo Concessionaire.

5. INDEPENDENT CONTRACTOR.

This Agreement is not a contract of employment. No relationship of employer and employee exists between the Town and Teton County or between the Town and any employee or agent of Teton County. Teton County at all times is deemed to be an independent contractor. Teton County is not authorized to bind the Town to any agreements or obligations. The Town shall not be liable for any acts of Teton County, or their employees or agents in performing their duties prescribed herein.

6. INDEMNIFICATION.

Each party shall hold the other party, its agents and employees, harmless from and shall defend and indemnify the other party from and against any and all liability for injuries to or deaths of persons or damage to property arising from the other party's activities and obligations or responsibilities arising under this Agreement. Each party shall give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects either party, and both parties shall have the right to participate in the defense of such claim to the extent of its interest.

7. LIABILITY INSURANCE.

Throughout the term of this Agreement, Teton County shall maintain insurance for bodily injury, death or property damage by reason of the management and administration operations conducted by Teton County on the Rodeo Grounds, with minimum liability limits covered under the Governmental Claims Act. Teton County shall have twenty (20) days from the effective date of this Agreement to provide a binding written commitment for the issuance of required insurance policies, subject only to premium payment.

8. RIGHTS RESERVED.

The parties acknowledge that the Town has utilized the subject property for various purposes, including but not limited to the storage of gravel for snow removal operations and snow that is removed.

9. THIRD PARTY BENEFICIARY.

Those users specifically articulated in paragraph 4 herein, and any other potential users of the subject property are specifically agreed by the parties to be intended third party beneficiaries of this Agreement. The Town, as owner of the property, by and through the Town Council, as its governing body, shall be the final arbiter of disputes between Teton County and such third party beneficiaries as they relate to the administration of the subject property.

10. ASSIGNMENT.

Teton County may not assign any right, privilege or license conferred by this Agreement, nor may it encumber any portion of the Rodeo Grounds without first obtaining the written consent of the Town, which consent shall not be unreasonably withheld.

11. HEADINGS FOR CONVENIENCE ONLY.

The headings used in this Agreement are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

12. ENTIRE AGREEMENT.

This Agreement contains the entire understanding of the parties. Any modification of the terms hereof must be made in writing and must be executed with the same formalities as this Agreement.

13. NOTICES.

All notices required to be given by this Agreement shall be sent by certified mail or delivered personally, shall be deemed given when mailed or delivered personally, and if mailed shall be addressed to the parties as follows:

1. Town of Jackson, Wyoming, P.O. Box 1687, Jackson, Wyoming 83001.
2. Teton County, P.O. Box 3594, Jackson, Wyoming 83001.

14. APPLICABLE LAW.

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Wyoming. The parties hereby submit themselves to the jurisdiction of the District Court of Teton County, Wyoming, Ninth Judicial District, for any dispute arising out of this Agreement.

15. REPRESENTATIONS AND WARRANTIES.

Each party hereto represents and warrants that it has the right, power and

authority to enter into, and perform their respective obligations under this Agreement. The execution and delivery of this Agreement by each party has been duly authorized by the respective authorized individual

16. EXECUTION.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

17. SOVEREIGN IMMUNITY.

Neither the Town nor Teton County waives its sovereign immunity by entering into this Agreement, and fully retain all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below, but to be effective on the year and date first above written.

DATED this _____ day of _____, 20____.

TOWN OF JACKSON, WYOMING

Pete Muldoon
Mayor

ATTEST:

Sandy Birdyshaw
Town Clerk

TETON COUNTY, WYOMING

By: _____
Its: _Teton County Commissioners, Board Chair

ATTEST:

BY: _____
Sherry L. Daigle
Its: Teton County Clerk

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: June 17, 2019

RE: Town Manager's Report

Lodging and Sales Tax

The Town budgeted a total of \$1,106,184 in lodging tax revenues for FY19 from the 30% visitor impact portion combined with the 10% general fund portion. We have collected \$1,128,201 for FY19 which is 102% of total projected collections. June 2019 revenue represents collections from April 2019. These amounts are tracked through the Special Revenue Fund for the Lodging Tax.

Sales tax collections year to date are 5.9% over last year and because this is the last month of the fiscal year, this is our final number for FY19. June collections are up 0.2% over the same collection period last year. Collections ended the fiscal year at \$727,483 more than budgeted. June 2019 revenue represents collections from April, 2019.

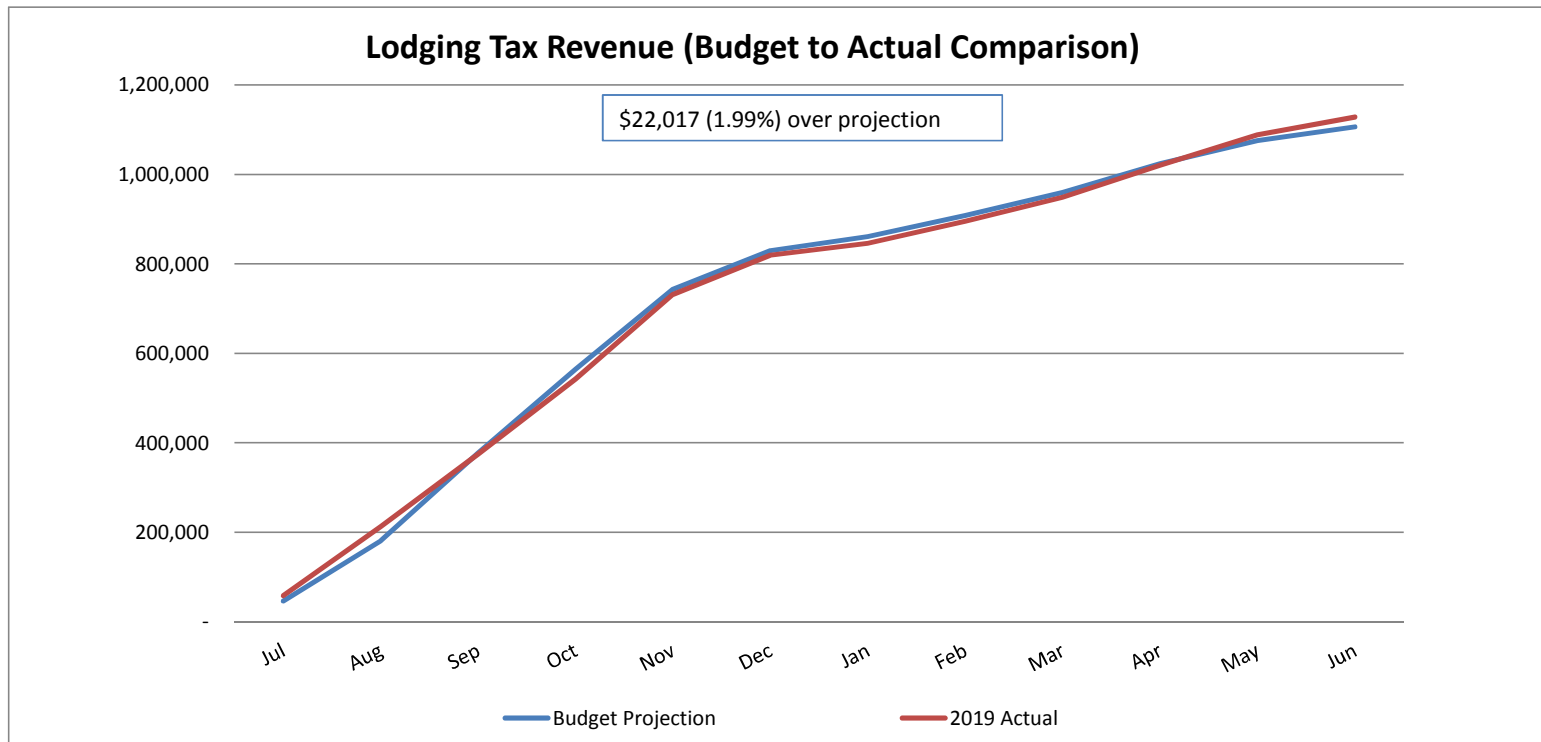
**TOWN OF JACKSON, WYOMING
LODGING TAX REPORT
June-19**

Month Received (2 mos. lag)	Lodging Tax - Total				Town				County			
	Total	Promotion T&T Board	Visitor Impact	General Fund	Visitor Impact	General Fund	Total	T/C Split Percent	Visitor Impact	General Fund	Total	T/C Split Percent
FY2019:												
July	\$ 323,950	\$ 194,370	\$ 97,185	\$ 32,395	\$ 43,597	\$ 14,532	\$ 58,130	44.9%	\$ 53,588	\$ 17,863	\$ 71,450	55.1%
August	1,096,755	658,053	329,027	109,676	115,982	38,661	154,642	35.3%	213,045	71,015	284,060	64.7%
September	1,194,277	716,566	358,283	119,428	121,243	40,414	161,657	33.8%	237,040	79,013	316,054	66.2%
October	1,158,899	695,340	347,670	115,890	126,204	42,068	168,272	36.3%	221,466	73,822	295,288	63.7%
November	1,137,494	682,496	341,248	113,749	141,481	47,160	188,642	41.5%	199,767	66,589	266,356	58.5%
December	535,742	321,445	160,723	53,574	66,089	22,030	88,119	41.1%	94,633	31,544	126,178	58.9%
January	149,841	89,905	44,952	14,984	20,062	6,687	26,750	44.6%	24,890	8,297	33,187	55.4%
February	340,674	204,405	102,202	34,067	36,599	12,200	48,798	35.8%	65,604	21,868	87,472	64.2%
March	513,799	308,280	154,139	51,380	40,523	13,508	54,031	26.3%	113,616	37,872	151,488	73.7%
April	568,463	341,078	170,539	56,846	53,447	17,816	71,263	31.3%	117,092	39,031	156,123	68.7%
May	531,246	318,748	159,374	53,125	51,063	17,021	68,085	32.0%	108,311	36,104	144,414	68.0%
June	159,376	95,626	47,813	15,938	29,859	9,953	39,812	62.4%	17,954	5,985	23,938	37.6%
Totals	\$ 7,710,518	\$ 4,626,311	\$ 2,313,155	\$ 771,052	\$ 846,150	\$ 282,050	\$ 1,128,201	36.6%	\$ 1,467,005	\$ 489,002	\$ 1,956,006	63.4%

	Visitor Impact	General Fund	Total
TOJ Budget	\$ 829,638	\$ 276,546	\$ 1,106,184
Budget Remain	\$ (16,512)	\$ (5,504)	\$ (22,017)
Earned			102.0%
Remaining			-2.0%

12 Month
Rolling Avg
5.8%

	FY2018 Year-to-Date	FY2019 Year-to-Date	Increase (Decrease)
T&T 60%:	\$ 4,414,685	\$ 4,626,311	\$ 211,626 4.8%
TOJ 30% Visitor:	799,861	846,150	46,289 5.8%
TOJ 10% General:	259,270	282,050	22,780

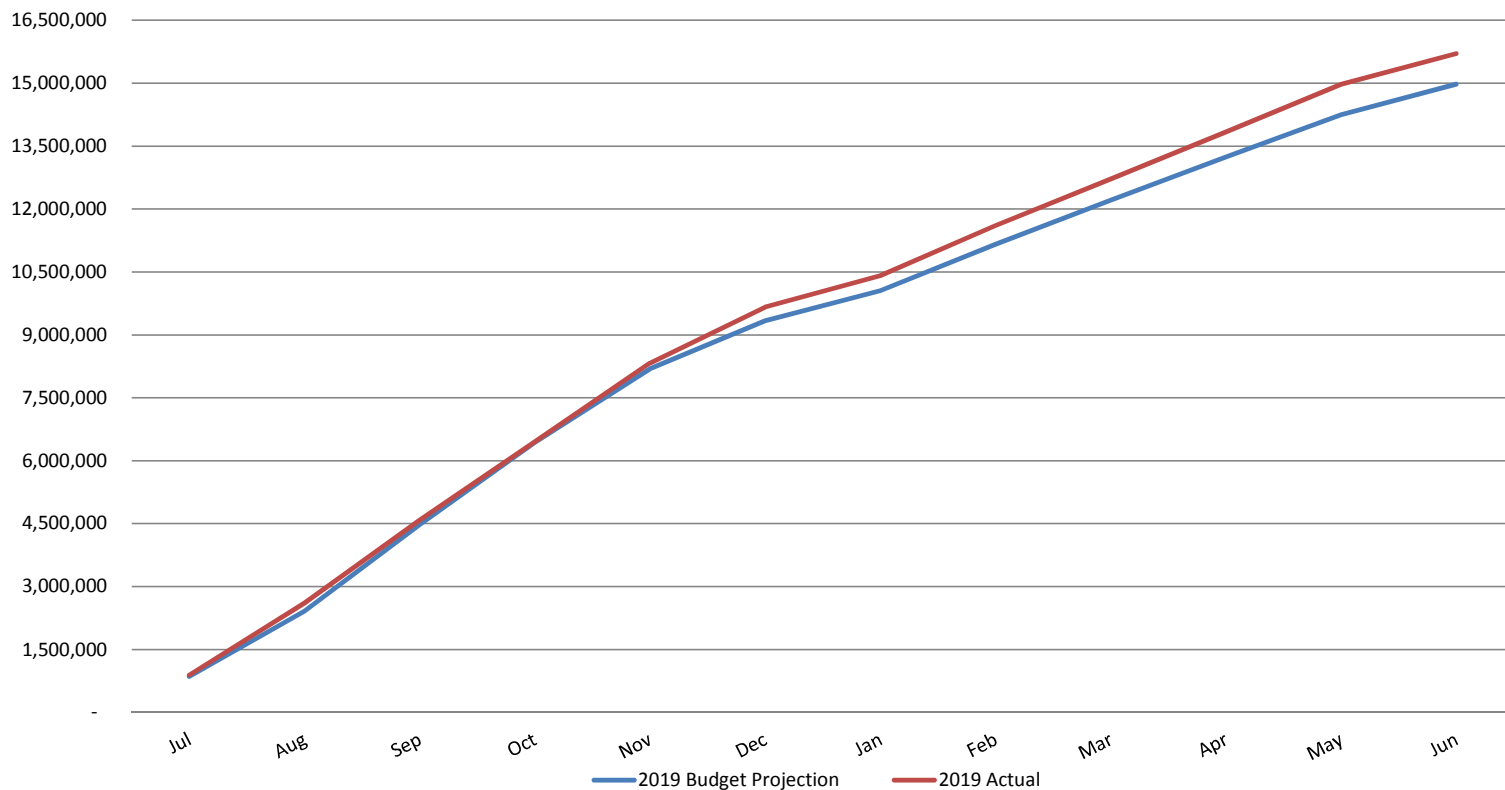


TOWN OF JACKSON, WYOMING
SALES TAX COLLECTIONS (4% and 1%)
June-19

Receipt Month	15/16				16/17				17/18			18/19			12 Mth	Sales Month
	FY2015	FY2016	15/16 Change	Percent Change	FY2017	16/17 Change	Percent Change	FY2018	17/18 Change	Percent Change	FY2019	18/19 Change	Percent Change	Rolling Avg		
Jul	\$ 621,792	\$ 713,141	\$ 91,349	14.7%	\$ 807,564	\$ 94,423	13.2%	\$ 807,972	\$ 408	0.1%	\$ 890,746	\$ 82,774	10.2%	11.1%	May	
Aug	1,249,588	1,287,639	38,051	3.0%	1,411,501	123,863	9.6%	1,551,376	139,875	9.9%	1,711,050	159,674	10.3%	11.2%	Jun	
Sep	1,488,138	1,705,468	217,330	14.6%	1,920,244	214,777	12.6%	1,971,647	51,402	2.7%	1,979,587	7,941	0.4%	10.8%	Jul	
Oct	1,513,838	1,750,353	236,515	15.6%	1,665,117	(85,236)	-4.9%	1,897,973	232,856	14.0%	1,868,746	(29,227)	-1.5%	8.7%	Aug	
Nov	1,523,192	1,420,820	(102,372)	-6.7%	1,533,746	112,925	7.9%	1,850,527	316,781	20.7%	1,877,983	27,456	1.5%	6.5%	Sep	
Dec	826,299	1,002,143	175,844	21.3%	1,046,289	44,146	4.4%	1,054,095	7,806	0.7%	1,335,327	281,232	26.7%	8.4%	Oct	
Jan	587,477	600,037	12,560	2.1%	655,026	54,989	9.2%	680,672	25,645	3.9%	745,047	64,375	9.5%	8.7%	Nov	
Feb	822,382	831,587	9,205	1.1%	1,032,128	200,542	24.1%	1,166,026	133,898	13.0%	1,195,892	29,866	2.6%	7.9%	Dec	
Mar	683,968	850,550	166,581	24.4%	947,188	96,639	11.4%	1,066,105	118,917	12.6%	1,110,735	44,630	4.2%	7.3%	Jan	
Apr	712,992	915,256	202,263	28.4%	859,580	(55,676)	-6.1%	1,041,459	181,879	21.2%	1,120,136	78,677	7.6%	6.5%	Feb	
May	815,782	842,792	27,010	3.3%	874,371	31,579	3.7%	1,010,453	136,082	15.6%	1,138,194	127,740	12.6%	6.4%	Mar	
Jun	544,020	610,312	66,292	12.2%	660,771	50,459	8.3%	728,398	67,628	10.2%	730,042	1,644	0.2%	5.9%	Apr	
Totals	\$ 11,389,469	\$ 12,530,098	\$ 1,140,628	10.0%	\$ 13,413,526	\$ 883,428	7.1%	\$ 14,826,704	\$ 1,413,178	10.5%	\$ 15,703,484	\$ 876,780	5.9%			

Budgeted Sales Tax for FY 2019	4.00%	\$ 14,976,001
Budgeted Sales Tax Year-to-Date	4.00%	14,976,001
Actual Sales Tax Collected Year-to-Date		15,703,484
Leading (Lagging) Budget - through June		\$ 727,483

Sales Tax Revenue (Budget to Actual Comparison)





TOWN OF JACKSON

WORKSHOP DOCUMENTATION

SUBMITTING DEPARTMENT: Planning and Building

PRESENTER: Tyler Sinclair

WORKSHOP DATE: June 17, 2019

SUBJECT: P19-149 Bencor Addition Replat

PURPOSE OF WORKSHOP ITEM

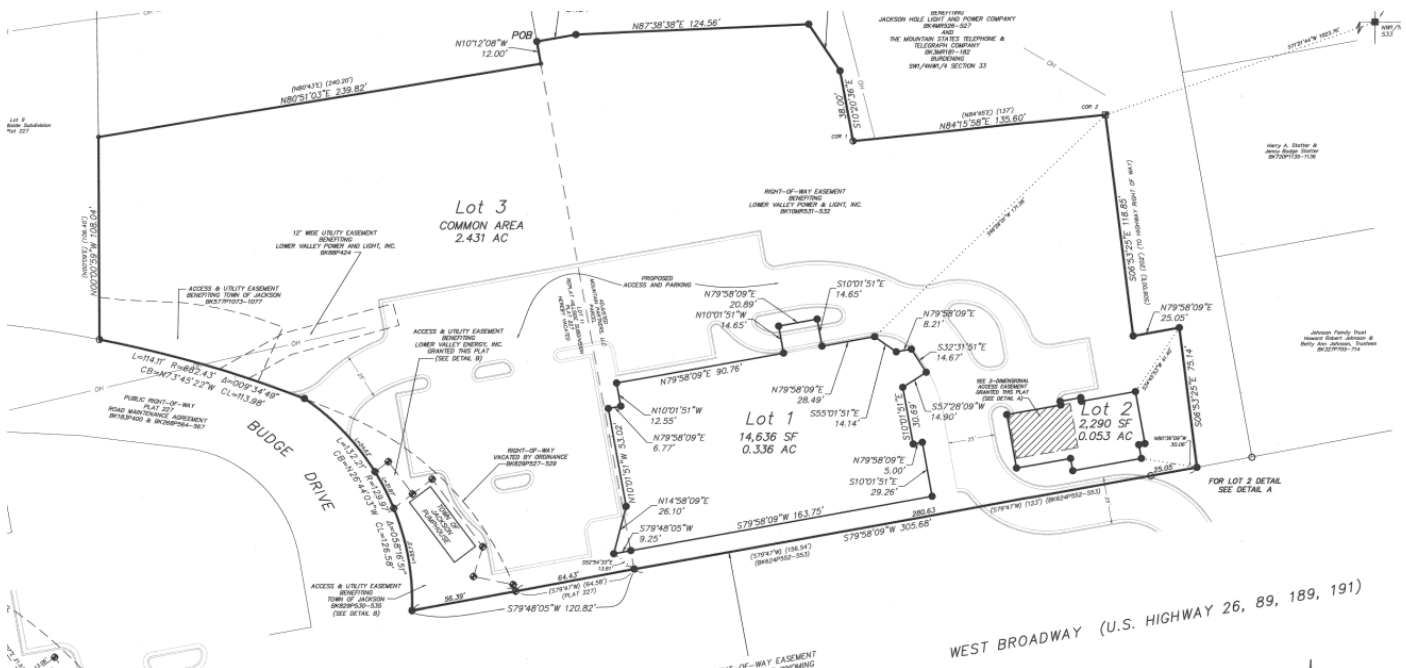
For staff to provide Town Council an overview of a proposed replat of the Bencor Addition between the Town of Jackson and 855 Broadway LCC (Jeff Bates), to address property ownership boundaries as a result of the completion of the West Broadway landslide project.

DESIRED OUTCOME

To have Council direct staff to work with the other property owner to complete a replat of the property to address the desired future lot boundaries and access easements between the two (2) remaining owners.

BACKGROUND/ALTERNATIVES

The Bencor Addition to the Town of Jackson was recorded in 2015 creating two (2) building lots, Lot 1 (Walgreens) and Lot 2 (Residential Building) and one (1) common area lot.



Associated with the plat are CC&R's requiring an Owners Association and cost sharing for maintenance of the Common Area (Lot 3).

[illegible]

Staff has identified the following principle and policies for consideration of this item.

Development in hazardous areas threatens the health, safety and welfare of human inhabitants. Steep slopes, poor soils, avalanche chutes, floodplains, dense forests and areas along fault lines offer unique opportunities for interaction with the environment but when natural events do occur in these areas the results can be disastrous.

An avalanche can easily displace a building or trap occupants inside. Development within 100- year avalanche paths should be limited. Where development does occur within an avalanche path, mitigation measures should be installed. Recent storm events have also shown the destructive power of landslides. Development in potential landslide paths should be avoided or mitigated.

Policy 3.4.c: Prohibit development on steep slopes

Development on steep slopes decreases the stability of the slopes, which can lead to erosion and landslides. In addition, the level of disturbance required to develop on steep slopes has a disproportionate impact on natural resources. Slope development also poses difficulties for emergency access. Development on steep slopes will be avoided to the greatest extent possible. When development is not avoidable, it should employ best management practices for slope stabilization, erosion control and stormwater management. Impacts should be reduced by minimizing disturbance and adapting development to fit the topography, rather than modifying topography to accommodate development.

STAKEHOLDER ANALYSIS

The primary stakeholders in this application are the Town of Jackson and 855 Broadway LLC.

FISCAL IMPACT

Staff and the other land owner have discussed cost sharing for the hiring a surveyor to replat the property, and an attorney to draft new CC&R's and other related documents.

Town funding would come from the 2016 SPET or the General Fund.

STAFF IMPACT

Town Legal, Planning and Administrative staff will be involved with the review of the new plat and associated documents.

LEGAL ISSUES

Staff has not provided this report to the Town Attorney for review. Should Council direct staff to move forward with the replat and associated documents the Town Attorney would be involved to review and approve prior to final approval of all documents by the Town Council.

ATTACHMENTS

None

RECOMMENDATION

Staff recommends that Council direct staff to move forward with the replat of the Bencor Addition as described in this report.

SUGGESTED MOTION

I move to direct staff to work with Nelson Engineering and 855 Broadway LLC to replat the Bencor Addition to the Town of Jackson into two (2) new lots with the associated documents as described in this report.