# Jackson Town Council Regular Meeting

June 15, 2020
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. WEBEX LINK FOR PUBLIC PARTICIPATION

To join, click on the link or copy it to your browser:

https://townofjacksonwy.webex.com/townofjacksonwy/onstage/g.php?MTID=ebacc4825420e70cf217a22359c2a6efb

If the link does not work, join at webex.com with Meeting ID **146 394 6780** Password: **toj**

## II. OPENING

A. Call to Order and Roll Call

B. Pledge of Allegiance

C. Announcements/Proclamations
   1. Proclamation for 307 First

## III. PUBLIC COMMENT

This section is reserved for questions and comments from the public on items that are not otherwise included in this agenda. As a general practice, the Council will not hold discussion or debate these items. Nor will they make any decisions on items presented during this time but rather refer items to staff for follow-up. 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*.

## IV. CONSENT CALENDAR

All matters listed in this section are considered to be of routine nature by the governing body and will be enacted in one motion, unless it is removed from the consent calendar and considered separately by Council. Public comment may be given on any item.

A. Minutes
   1. June 1, 2020 regular meeting

B. Disbursements

C. Municipal Court Report May 2020

D. Special Event: Farmers Market

E. Special Event: Free Ice Cream Distribution

F. Temporary Sign Permit: Tin Cup Challenge (P20-102)

G. Temporary Sign Permit: July 4th Fireworks (P20-107)

H. Low Income Tax Credit Developer Contract for Services

I. Contract with DSI for Permit Tracking System

J. Contract with Wood Environment & Infrastructure Solutions Inc. for Stormwater Management Program Phase 1 Work Plan

K. Wyoming Water Development Commission (WWDC) Grant Application for Water Well

*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.*

L. Utility Easement for 112 Center Street (P19-180)

M. Encroachment Agreement at 175 S. Glenwood Street for Canopies (P20-023)

N. Encroachment Agreement at 175 S. Glenwood Street for Shoring (P20-097)

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

A. Administration

1. Public Hearing for Fiscal Year 2021 Town Budget (Kelly Thompson)
2. Imagine Jackson Discussion (Larry Pardee)
3. Reopening Downtown (Tyler Sinclair)

B. Housing

1. Ground Lease at 430 & 440 West Kelly (April Norton)

C. Planning

1. **Item P19-242**: CUP for Snow King Gondola, Zip Line, & Snow Making Pump House. *This item will be continued to July 6*.
2. **Item P20-009 & 010**: Development Plan & Hillside CUP for Bluffs Development at 984 Budge Drive. *This item will be continued to July 6*.
3. **Item P20-062**: Development Plan at 505 E. Simpson Avenue. *This item will be continued to July 6.*
4. **Item P19-262, P20-069 & -070**: Amendment to Final Development Plan for Pine Glades PUD (Tyler Valentine)
5. **Item P20-058**: CUP for Heritage Arena at 305 W Snow King (Tyler Valentine)
6. **Item P20-075**: Development Agreement for Glenwood Simpson at 175 S Glenwood Street (Brian Lenz)
7. **Item P19-129**: Update to 2012 Jackson/Teton County Comprehensive Plan: Project Status and Next Steps (Tyler Sinclair)

## VI. RESOLUTIONS

A. **Resolution 20-18**: A Resolution Adopting Amendments to the Fiscal Year 2020 Town Budget (Larry Pardee)

B. **Resolution 20-19**: A Resolution Adopting the Fiscal Year 2021 Town Budget (Larry Pardee)

## VII. ORDINANCES

## VIII. MATTERS FROM MAYOR AND COUNCIL

A. Review Police Use of Force Policy

B. Board and Commission Reports

## IX. MATTERS FROM THE TOWN MANAGER

A. Town Manager's Report

## X. 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.*

# Proclamation

**Declaring June 2020 as 307 First Month**

**WHEREAS**, the Town of Jackson is committed to supporting the success and strength of our local and state economy, and encourages the efforts of our resilient local business owners and their valued employees, and

**WHEREAS**, local businesses are the backbone of our economy and are integral to the growth and longevity of our community, and

**WHEREAS**, the strength of local business is dependent on the support of the community, and

**WHEREAS**, buying from locally owned businesses in our hometown not only supports the employees of that business, the money spent locally is used to hire other support businesses such as suppliers, auto & equipment dealers, and contractors, and

**WHEREAS**, all these factors together create what is called a "multiplier effect", meaning that each dollar spent in a local store brings as much as $3.50 into the local economy, and

**WHEREAS**, supporting local business by consciously spending 10% more locally supports critical infrastructure within our communities through the generation of sales tax revenue, making our Wyoming communities a great place to live, work and play.

**NOW, THEREFORE**, I, Pete Muldoon, Mayor of the Town of Jackson do hereby declare **June 2020** to be **307 FIRST** month and encourage everyone to Live, Love, and Buy Wyoming.

**DATED THIS 15TH DAY of JUNE 2020.**

**TOWN OF JACKSON**

_____

Pete Muldoon, Mayor

ATTEST:

_____

Sandra P. Birdyshaw, Town Clerk

307 FIRST

**TOWN COUNCIL PROCEEDINGS - UNAPPROVED**

**JUNE 1, 2020** **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:

TOWN COUNCIL: *In-person*: none. *via Webex*: Mayor Pete Muldoon, Vice-Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Stanford, and Jonathan Schechter.

STAFF: Larry Pardee, Roxanne Robinson, Lea Colasuonno, Lee Birdyshaw, Jason Wright, Carl Pelletier, Paul Anthony, Roger Schultz, Johnny Ziem, Brendan Conboy, Tyler Valentine, and Sandy Birdyshaw.

**Public Comment.** Jaia Mariposa made comment requesting to display a LGBTQA flag in town square during June for Pride Month.

**Consent Calendar.** A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to approve the consent calendar including items A-G as presented with the following motions. There was no public comment on the Consent Calendar.

A. **Meeting Minutes**. To approve the meeting minutes as presented for the May 18, 2020 special workshop, regular workshop, and regular meeting, and May 19, 2020 special workshop.

B. **Disbursements.** To approve the disbursements as presented. 4Imprint $2,243.48; 842-Ncpers Group Wyoming $112.00; Ace Hardware $41.93; Advanced Industrial Supply Inc $153.98; Aflac $2,831.24; American Shooters Las Vegas $3,082.00; C & A Professional Cleaning Serv LLC $7,450.36; Centurylink $1,956.88; CNA Surety $609.50; Control System Technology, Inc. $7,691.00; Convergeone, Inc $818.91; Delta Dental Plan Of Wyoming $592.80; Dude Solutions, Inc $4,767.34; E.R. Office Express $60.18; Energy Laboratories Inc. $416.00; Evenson, Terri Lynn $85.00; Fodor Law Office $500.00; Grand Targhee Resort $73,519.00; HD Fowler Company $332.68; High Country Linen $441.51; Idaho State Tax Commission $3,885.00; Jackson Curbside Inc. $1,630.00; Jackson Hole Law, Pc $1,500.00; Jackson Hole News & Guide $2,337.67; Jackson Hole Radio $8,400.00; Jackson Lumber Inc $38.71; Johnston, Emily $193.00; Jorgensen Associates, Pc $180,712.36; Kellams, Miriam $100.00; Kellerstrass Enterprises, Inc $10,673.94; Kois Brothers Equipment Company $647.56; Lincoln National Life $7,226.61; Lower Valley Energy Inc $4,741.61; Matthews, Lani $2,194.35; Mike's Oilfield Services Inc $3,992.00; Miller Sanitation $2,590.00; Morillon-Arellano, Shellie $30.00; O'Ryan Cleaners $57.85; Platt $4,846.92; Rees, David $22.99; Rocky Mountain Appraisals $1,700.00; Schmillen, Scott $742.50; Schow's Truck Center $586.26; Schultz, Joshua $1,190.00; Sherwin-Williams Co. $3,156.30; St Louis County Sheriff's Office $36.00; Sublette County Sheriff's Office $3,850.00; Sunrise Environmental $1,113.42; Taylor Geo-Engineering, LLC c $1,495.00; Teton County Fair Board $300.00; Teton County Transfer Station $83.00; Teton County-Fund 10 $9,115.73; Thomson West $893.85; Thyssen Krupp Elevator Corp. $615.24; TMSC LLC $14,135.00; Utility Technical Service & Sales Inc. $5,346.81; Visa $9,196.42; Vision Service Plan - (Wy) $1,761.92; Wy Child Support Enforcement $146.76; Wy Workers' Safety & Comp $7,575.16; WYDOT $2.00; Wyoming Financial Insurance, Inc $1,541.00; Wyoming Retirement System $104,159.09; Yellow Iron Excavation, LLC $525.00.

C. **Special Event: Food Bank of the Rockies Drop Off / Distribution Event.** To approve the request made by the Jackson Hole Cupboard and St. John's Church for the food drop and distribution event as presented in the staff report.

D. **Special Event: Hole Food Rescue Sprouts Mobile Events.** To approve the request made by Hole Food Rescue for the Mobile Sprouts food distribution program as presented in the staff report.

E. **Temporary Sign Permit: Gem and Mineral Show (P20-061).** To approve the temporary banner in conjunction with Wyoming State Gem and Mineral Society subject to three conditions of approval. 1. The use of the site shall be granted by the property owner. 2. The signs shall not be located on the sidewalks or in the public right of way. 3. The sign may be installed at 105 Buffalo Way at Albertsons from June 14 to June 20, 2020.

F. **Temporary Sign Permit: Jackson Hole High School & Summit Innovations School (P20-099).** To approve the temporary banner in conjunction with Jackson Hole High School and Summit Innovations School subject to four conditions of approval: 1. The use of the site shall be granted by the property owner. 2. The sign shall not be located on the sidewalks or in the public right of way.

3. The site shall state the date(s) of the advertised "virtual shadow day." 4. The sign for JHHS and SIS may be installed at 105 Buffalo Way at Albertsons from June 1 to June 14, 2020.

G. **Encroachment Agreements at 135 E Broadway for Bella Cosa (P20-072) and Garden Home Design (P20-074), and Persephone (P20-073).** To approve the Encroachment Agreements between the Town of Jackson and property owner Café G, LLC upon approval by the Town Engineer and Town Attorney and authorize the Mayor to execute all necessary contract Agreements.

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

**Special Event: Jackson Hole High School Graduation Parade.** Carl Pelletier made staff comment. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to approve the request made by Jackson Hole High School for the graduation senior class car procession as presented in the staff report. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Special Event: Chamber of Commerce Temporary Visitor Information Tent.** Carl Pelletier made staff comment. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve the temporary tent request made by the Chamber of Commerce in light of the COVID-19 crisis, one in the vicinity of Home Ranch and one in the vicinity of Town Square to be determined by the town manager. Anna Olsen of the Chamber of Commerce made public comment. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Downtown Summer Business Implementation and Parking**. Tyler Sinclair presented ideas on how the Town could aid businesses as they re-open for the summer with restrictions and limitations due to the pandemic. Proposals included signage and messaging, use of public spaces, food trucks on private or public property, extended sidewalks or street closure on Center Street and Deloney, parklets in the Town's right-of-way for restaurant seating, retail display, office space, flex spaces, and etc., and downtown cleaning and sanitizing. The Council held discussion. Larry Pardee, Steve Ashworth, Johnny Ziem, and Brian Schilling made staff comments.

Public comment was given by Gavin Fine, Anna Olson, Graeme Swain, Nikki Gill, and Wes Gardner.

The Council was in favor with staff moving forward with the signage, park tables, extended sidewalks, parklets, and cleaning ideas. Food trucks on private or public lands warranted further discussion.

A motion was made by Arne Jorgensen and seconded by Hailey Morton Levinson to approve of the grant submittal to the Wyoming Business Council for adding 'parklets' in the downtown in the amount of $2,500 which requires a $250 match from the Town of Jackson and authorize Mayor Muldoon to execute any and all documents associated with that grant application submittal. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Item P19-262, P20-069 & -070: Amendment to Final Development Plan for Pine Glades PUD**. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to continue item P19-262, P20-069 & -070 to June 15, 2020. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Item P20-009 & 010: Development Plan and Hillside Conditional Use Permit for Bluffs Development at 984 Budge Drive**. A motion was made by Jonathan Schechter and seconded by Hailey Morton Levinson to continue item P20-009 & -010 to June 15, 2020. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Item P20-035 & -036: Development Plan and Hillside Conditional Use Permit for 808 Upper Redmond**. Brendan Conboy made staff comment. Mark Fellermann of Y2 Consultants presented for questions.

<u>Item A Development Plan</u>: Based upon the findings for a Development Plan as presented in the staff report and by the applicant for Item P20-035 related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Compliance with Town Design Guidelines; 5) Compliance with LDRs & Town Ordinances; 6) Conformance with past permits & approvals, a motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to make findings 1-6 as set forth in Section 8.3.2.C (Development Plan) of the Land Development Regulations to approve a land division at the property addressed as 808

Upper Redmond Road, subject to the department reviews attached to the staff report dated May 28, 2020, and the following condition of approval:

1. All required utility and access easements both within the proposed subdivision and for the benefit of the proposed subdivision, including across adjacent property such as 809 Upper Redmond Road, will be required concurrently with subdivision plat recordation.

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

Item B – Hillside Conditional Use Permit: Based upon the findings as presented in the staff report and as made by the applicant for Item P20-036, a motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to make findings 1-8 as set forth in Section 8.4.2. (Conditional Use Permit) of the Land Development Regulations related 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 for a Conditional Use Permit as well as findings required by Sec. 5.4.1 Steep Slopes regarding hillside mitigation measures to approve a Hillside CUP for a land division at the property addressed as 808 Upper Redmond Road, subject to the department reviews attached to the staff report dated May 28, 2020. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Item P20-071: Final Plat at 135 E Broadway (Genevieve Block).** Brendan Conboy made staff comment.

George Putnam of Cirque Consulting, Liz Long of Jackson Hole Land Trust, Amberley Baker, and Robin Levy Mommsen made comment on behalf of the applicant.

Based upon the findings as presented in the staff report and as made by the applicant for Item P20-071, a motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter 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; and 4) Complies with other relevant standards of these LDRs, to approve a Final Plat for the Genevieve Block Addition to the Town of Jackson for the property located at 135 & 175 East Broadway Avenue, subject to the departmental reviews attached to this staff report dated May 28, 2020, and the following condition of approval:

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.

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

**Item P20-079: Partial Vacation at 305 E. Deloney Avenue.** Tyler Valentine made staff comment.

Pursuant to the standards in Section 8.2.13.C.5. Partial Vacation Without Replat, a motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to approve the Partial Vacation Without Replat to vacate the lot line between Lots 9 and 10 and combine the lots into one lot (Lot 9a) in the L.G. Gill Subdivision, subject to the Land Development Regulations and this staff report dated May 28, 2020, and the following condition of approval:

1. The applicant shall address the comments from the County Clerk's office within 30 days of approval of this Partial Vacation Without Replat application.

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

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

**Ordinance R: An Ordinance Amending Jackson Municipal Code regarding Prohibiting Smoking in Public Buildings**.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NO. 461 (PART), AND CHAPTER 8.34 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON PROHIBITING SMOKING AND E-CIGARETTE USAGE IN PUBLIC BUILDINGS AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to approve Ordinance R on third reading and designate it Ordinance #1253. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Ordinance S: An Ordinance Adopting the 2020 National Electrical Code.**

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 313, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 325, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 413, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 633, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 706, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 803, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 886, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 899, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 990, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1057, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1101, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1171 AND SECTION 15.20.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON BY CHANGING THE VERSION OF THE NATIONAL ELECTRICAL CODE ADOPTED BY REFERENCE FROM THE 2017 EDITION TO THE 2020 EDITION, WITH CERTAIN AMENDMENTS AND FOR ALLOWING ELECTRICAL PERMIT FEES TO BE SET BY RESOLUTION OF THE TOWN COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED, THAT:

A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to approve Ordinance S on third reading and designate it Ordinance #1254. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Ordinance Q: An Ordinance Adding Chapter 8.35 to the Jackson Municipal Code Prohibiting the Sale of Flavored Tobacco Products**.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to continue Ordinance Q to the Town Council meeting on June 15, 2020. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Matters from Mayor and Council. Town Building COVID-10 Policy**. Roxanne Robinson and Lea Colasuonno made staff comment. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to approve Resolution regarding face coverings at Town of Jackson buildings open to the public during Covid-19 pandemic as presented.

**RESOLUTION # 20-17: A RESOLUTION REGARDING FACE COVERINGS AT TOWN OF JACKSON BUILDINGS OPEN TO THE PUBLIC DURING COVID-19 PANDEMIC**

**WHEREAS,** the World Health Organization declared the Coronavirus as a worldwide pandemic as of March 11, 2020; and

**WHEREAS,** on March 13, 2020, the President of the United States declared a national emergency concerning the novel coronavirus disease (COVID-19) stating that in "December 2019 a novel (new) coronavirus known as SARS-CoV-2 ("the virus") was first detected in Wuhan, Hubei Province, People's Republic of China, causing outbreaks of the coronavirus disease (COVID-19) that has now spread globally. . . . The spread of COVID-19 within our Nation's communities threatens to strain our Nation's healthcare systems . . . . Additional measures . . . are needed to successfully contain and combat the virus in the United States." The National Emergency Declaration went on to declare that the COVID-19 outbreak in the United States constitutes a national emergency; and

**WHEREAS,** on March 13, 2020, Mark Gordon, the Governor of the State of Wyoming, declared a State of Emergency for the State of Wyoming, stating that on March 11, 2020, an individual within the State of Wyoming tested presumptive positive for COVID-19, and the State of Wyoming is experiencing a public health emergency in response to the evolving outbreak of the novel coronavirus as of March 11, 2020. The Declaration of a State of Emergency directs the Director of the Wyoming Department of Health to take all appropriate and necessary actions and in the Director's judgment any actions necessary to provide aid to those locations where there is a threat or danger to public health, safety and welfare; and

**WHEREAS,** on March 16, 2020, at 9:00 a.m., the Board of County Commissioners of Teton County, Wyoming, met in regularly scheduled and public meeting of the Board of County Commissioners at the Teton County Administration Building, located at 200 S. Willow Street, in Jackson, Wyoming, and declared a state of emergency for Teton County, Wyoming; and

**WHEREAS,** on March 16, 2020, the Town of Jackson Town Manager restricted public access to all Town buildings. All Town buildings nonetheless continued to serve the public needs through alternative methods, including providing services by phone, internet, and in-person by appointment; and

**WHEREAS,** after considering recommendations from the Teton County Public Health Department, the Teton District Health Officer, the state of Wyoming, and the United States government, the Town of Jackson Town Manager ended public access restrictions at Town buildings on Tuesday May 26, 2020; and

**WHEREAS,** the Town of Jackson Town Council met in a public meeting and discussed a Face Covering policy for members of the public entering Town buildings open to the public to take effect June 1, 2020.

**NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING THAT**, having duly met on June 1, 2020, at a regularly scheduled meeting, which was properly noticed and open to the public, and having fully considered the matter at hand, the Town of Jackson Town Council hereby establishes the following policy at all Town buildings open to the public to be:

1. All Town facilities, as of June 1, 2020, are open to public access with the requirement that all members of the public entering Town buildings must wear a Face Covering in all public areas of the Town facilities and maintain at least six feet of separation from all other persons, unless they are family members.
2. The requirement to wear a face covering in Town buildings shall expire on July 2, 2020, unless sooner ended by Resolution.
3. "Face Covering," as used in this Resolution, means a covering made of cloth, fabric, or other soft or permeable material, without holes, that covers the nose and mouth and surrounding areas of the lower face.
4. The requirement to wear a Face Covering in Town buildings does not apply to children that are 3 years old or younger or to individuals that have trouble breathing, incapacitated, or otherwise are unable to remove the face covering without assistance.

**PASSED, APPROVED, AND ADOPTED** this 1st day of June 2020.

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

Jonathan Schechter commented on a Brown Bag Lunch hosted by Chief Todd Smith this Thursday in the Town Council chambers at Noon. Jim Stanford made comment on a Teton County meeting tomorrow on Tribal Trails Connector road.

**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 beginning the June 15th workshop at 1:00pm and an Access and Utility Easement in the alley at 105 East Broadway. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

By acceptance of the Town Manager's report, staff was directed to schedule the June 15 workshop to begin at 1pm with the FY21 budget as the first item.

A motion was made by Pete Muldoon and seconded by Hailey Morton Levinson to direct staff to proceed with negotiations for an offer to purchase an access and utility easement at 105 East Broadway. 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 Jim Stanford to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 10:15 p.m. minutes:spb

TOWN OF JACKSON

_____
Pete Muldoon, Mayor

ATTEST:

_____
Sandra P. Birdyshaw, Town Clerk

Publish JH News & Guide: June 10, 2020

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 | 699678 | PW bathroom flooring project | 05/28/2020 | 24.96 | .00 | |
| 51 | ACE HARDWARE | 700312 | copy of house keys | 06/02/2020 | 30.40 | .00 | |
| 51 | ACE HARDWARE | 700528 | pvc conduit for future fiber optic | 06/03/2020 | 28.97 | .00 | |
| 51 | ACE HARDWARE | 700731 | PW bathroom flooring fasteners | 06/04/2020 | 1.75 | .00 | |
| 51 | ACE HARDWARE | 701140 | 145 w Hansen stove repair | 06/08/2020 | 1.30 | .00 | |
| Total 51: | | | | | 87.38 | .00 | |
| 3596 | ADVANCED GLASS TRIM, LLC | 20181 | windshield for sheriff truck | 05/26/2020 | 265.00 | .00 | |
| Total 3596: | | | | | 265.00 | .00 | |
| 21 | ADVANCED INDUSTRIAL SUPP | 5193081 | safety facial shields, ordered begi | 06/04/2020 | 191.64 | .00 | |
| Total 21: | | | | | 191.64 | .00 | |
| 4730 | ADVANCED PUMP & EQUIPME | 053120 | Lift Station rebuild project | 05/31/2020 | 12,600.00 | .00 | |
| 4730 | ADVANCED PUMP & EQUIPME | 10021 | LESS RETAINAGE | 04/29/2020 | 4,745.25- | .00 | |
| Total 4730: | | | | | 7,854.75 | .00 | |
| 6524 | ALPHAGRAPHICS | IX-171908 | Interior Ad - Man Therapy Placards | 06/01/2020 | 342.41 | .00 | |
| Total 6524: | | | | | 342.41 | .00 | |
| 6681 | BARLOW, LEE ANN | 06112020 | BOND RELEASE B20-0313 | 06/11/2020 | 2,750.00 | .00 | |
| Total 6681: | | | | | 2,750.00 | .00 | |
| 1560 | BLUE SPRUCE CLEANERS,INC | 060120 | Blue Spruce alterations and cleani | 06/01/2020 | 54.54 | .00 | |
| Total 1560: | | | | | 54.54 | .00 | |
| 2850 | BMV LLC | 8923 | monthly coliform samples | 06/08/2020 | 63.23 | .00 | |
| Total 2850: | | | | | 63.23 | .00 | |
| 6652 | BROOKS, ANGELA | 060220 | RESTITUTION PAYMENT | 06/02/2020 | 200.00 | 200.00 | 06/02/2020 |
| Total 6652: | | | | | 200.00 | 200.00 | |
| 5 | CARQUEST AUTO PARTS INC. | 6090-472776 | wiper blades for hospital | 03/19/2020 | 27.27 | .00 | |
| 5 | CARQUEST AUTO PARTS INC. | 6090-476658 | throttle control for PD vehicle | 05/02/2020 | 254.51 | .00 | |
| 5 | CARQUEST AUTO PARTS INC. | 6090-478269 | front and rear brakes for sheriff ta | 05/17/2020 | 122.15 | .00 | |
| 5 | CARQUEST AUTO PARTS INC. | 6090-478502 | wheel studs for inventory | 05/19/2020 | 3.86 | .00 | |
| 5 | CARQUEST AUTO PARTS INC. | 6090-479091 | fuel cap for water dept | 05/24/2020 | 13.83 | .00 | |
| Total 5: | | | | | 421.62 | .00 | |
| 5967 | CITY OF DRIGGS | BBSTART2020 | June Bus Barn Rent - per contract<br>Electric<br>Cleaning<br>Water/Sewer | 05/28/2020 | 1,840.59 | .00 | |
| Total 5967: | | | | | 1,840.59 | .00 | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|---|---|---|---|---|---|---|
| 4887 | CONTROL SYSTEM TECHNOLO | 9647 | SCADA upgrades to Berger lift sta | 05/19/2020 | 2,250.00 | .00 | |
| Total 4887: | | | | | 2,250.00 | .00 | |
| 6677 | COOPER, MICHAEL | 060220 | BAIL REFUND CASE #20-01-014 | 06/02/2020 | 1,240.00 | 1,240.00 | 06/02/2020 |
| Total 6677: | | | | | 1,240.00 | 1,240.00 | |
| 6369 | CRYSTAL CREEK CAPIAL | 060220 | RELEASE BOND 112 CENTER B | 06/02/2020 | 10,000.00 | 10,000.00 | 06/02/2020 |
| Total 6369: | | | | | 10,000.00 | 10,000.00 | |
| 4918 | DEAN'S PEST CONTROLL LLC | 50754 | town hall spring pest mgt. | 05/16/2020 | 150.00 | .00 | |
| 4918 | DEAN'S PEST CONTROLL LLC | 51959 | START rodent control; post offset | 05/05/2020 | 100.00 | .00 | |
| Total 4918: | | | | | 250.00 | .00 | |
| 65 | DELCON INC | 21938 | work on well #7 | 04/30/2020 | 142.50 | .00 | |
| 65 | DELCON INC | 21940 | COVID UV light purchase and inst | 04/30/2020 | 1,716.01 | .00 | |
| 65 | DELCON INC | 21941 | work on well #7 | 04/30/2020 | 774.99 | .00 | |
| Total 65: | | | | | 2,633.50 | .00 | |
| 2175 | DIVISION OF VICTIM SERVICES | 060220 | CRIME VICTIM SURCHARGE FO | 06/02/2020 | 1,050.00 | 1,050.00 | 06/02/2020 |
| Total 2175: | | | | | 1,050.00 | 1,050.00 | |
| 5996 | DUDE SOLUTIONS, INC | INV-70781 | Dude Asset Essentials annual mai | 04/29/2020 | 14,130.46 | .00 | |
| Total 5996: | | | | | 14,130.46 | .00 | |
| 3408 | E.R. OFFICE EXPRESS | 15604 | Packaging Tape | 06/09/2020 | 44.36 | .00 | |
| Total 3408: | | | | | 44.36 | .00 | |
| 6451 | ELITE PARTS | S20109 | Jet truck parts. They could not tell | 05/27/2020 | 1,007.75 | .00 | |
| Total 6451: | | | | | 1,007.75 | .00 | |
| 1134 | ENERGY LABORATORIES INC. | 315374 | weekly WWTP testing | 05/22/2020 | 114.00 | .00 | |
| 1134 | ENERGY LABORATORIES INC. | 317050 | WWTP testing weekly | 06/01/2020 | 302.00 | .00 | |
| 1134 | ENERGY LABORATORIES INC. | 318146 | weekly WWTP Testing | 06/05/2020 | 114.00 | .00 | |
| Total 1134: | | | | | 530.00 | .00 | |
| 81 | EVANS CONSTRUCTION INC | 06102020A | 2020 Hansen sidewalk | 06/10/2020 | 9,067.92 | .00 | |
| 81 | EVANS CONSTRUCTION INC | 06102020B | 2020 sidewalks - 2017 SPET | 06/10/2020 | 20,898.93 | .00 | |
| 81 | EVANS CONSTRUCTION INC | 06102020C | 2020 sidewalks - Jackson st | 06/10/2020 | 122,077.83 | .00 | |
| 81 | EVANS CONSTRUCTION INC | 06102020D | 2020 sidewalks - Pearl Ave/Annua | 06/10/2020 | 86,361.99 | .00 | |
| Total 81: | | | | | 238,406.67 | .00 | |
| 3195 | FERGUSON ENTERPRISES, IN | 8292601 | town hall second floor restroom re | 06/05/2020 | 31.67 | .00 | |
| Total 3195: | | | | | 31.67 | .00 | |
| 4709 | FLEETPRIDE | 43529037 | hubometer for START (ordered in | 01/14/2020 | 106.04 | .00 | |
| 4709 | FLEETPRIDE | 45685958 | cylinder for HWY truck. ordered i | 02/12/2020 | 79.98 | .00 | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|---|---|---|---|---|---|---|
| Total 4709: | | | | | 186.02 | .00 | |
| 3521 | FRIENDS OF PATHWAYS | 1195 | June - START Bike administration | 05/31/2020 | 7,816.00 | .00 | |
| Total 3521: | | | | | 7,816.00 | .00 | |
| 5009 | GM SHEET METAL LLC | 3617 | 174 n king snow guards (invoice fr | 11/05/2019 | 398.76 | .00 | |
| 5009 | GM SHEET METAL LLC | 3785 | PW workmans comp repair list ite | 03/02/2020 | 159.72 | .00 | |
| Total 5009: | | | | | 558.48 | .00 | |
| 1609 | GRAINGER | 9539320334 | 3/4 bronze pipe mount | 05/21/2020 | 21.06 | .00 | |
| Total 1609: | | | | | 21.06 | .00 | |
| 3413 | GRIZZLEY ENTERPRISES | 62 | PW mens bathroom flooring | 04/29/2020 | 1,403.96 | .00 | |
| 3413 | GRIZZLEY ENTERPRISES | 62 | Public Works mens bathroom floo | 04/29/2020 | 1,403.96 | .00 | |
| 3413 | GRIZZLEY ENTERPRISES | 62 | PW mens bathroom flooring | 04/29/2020 | 1,403.96 | .00 | |
| Total 3413: | | | | | 4,211.88 | .00 | |
| 4988 | HD FOWLER COMPANY | I5461654 | for water division spade bits | 05/13/2020 | 304.68 | 304.68 | 05/29/2020 |
| 4988 | HD FOWLER COMPANY | I5463517 | inbound freight | 05/14/2020 | 18.00 | 18.00 | 05/29/2020 |
| 4988 | HD FOWLER COMPANY | I5464357 | Tap for Sage development; offset | 05/15/2020 | 810.72 | .00 | |
| Total 4988: | | | | | 1,133.40 | 322.68 | |
| 96 | HIGH COUNTRY LINEN | 0188477 | odor control @ home ranch | 04/13/2020 | 7.50 | .00 | |
| 96 | HIGH COUNTRY LINEN | 0189954 | MATS @ start | 04/29/2020 | 220.50 | 220.50 | 05/29/2020 |
| 96 | HIGH COUNTRY LINEN | 0191156 | Home Ranch Supplies | 05/11/2020 | 7.50 | .00 | |
| 96 | HIGH COUNTRY LINEN | 0191480 | Towels - white (paper) | 05/13/2020 | 97.20 | .00 | |
| 96 | HIGH COUNTRY LINEN | 0192030 | public restroom cleaning supplies | 05/18/2020 | 25.31 | .00 | |
| 96 | HIGH COUNTRY LINEN | 0192941 | public restroom cleaning supplies | 05/25/2020 | 7.50 | .00 | |
| 96 | HIGH COUNTRY LINEN | 0193298 | May - Bldg mats | 05/27/2020 | 220.50 | .00 | |
| 96 | HIGH COUNTRY LINEN | 0193920 | restroom cleaning supplies | 06/01/2020 | 25.31 | .00 | |
| 96 | HIGH COUNTRY LINEN | 0194984 | public restroom supplies | 06/08/2020 | 290.40 | .00 | |
| 96 | HIGH COUNTRY LINEN | 0194987 | public restroom supplies | 06/08/2020 | 7.50 | .00 | |
| 96 | HIGH COUNTRY LINEN | S0186781 | BLACK LINERS | 03/25/2020 | 77.91 | 77.91 | 05/29/2020 |
| 96 | HIGH COUNTRY LINEN | S0190727 | Blk Liner garbage bags | 05/06/2020 | 76.52 | .00 | |
| 96 | HIGH COUNTRY LINEN | S0190727 | Sierra Toilet Paper | 05/06/2020 | 76.50 | .00 | |
| 96 | HIGH COUNTRY LINEN | S0191183 | restroom cleaning supplies | 05/11/2020 | 76.75 | .00 | |
| 96 | HIGH COUNTRY LINEN | S0191690 | Lysol Crystal Waters AERO/CS | 05/14/2020 | 100.00 | .00 | |
| 96 | HIGH COUNTRY LINEN | S0191902 | public restroom cleaning supplies | 05/15/2020 | 44.00 | .00 | |
| 96 | HIGH COUNTRY LINEN | S0192230 | town hall restroom supplies | 05/19/2020 | 148.95 | .00 | |
| 96 | HIGH COUNTRY LINEN | S0192486 | Hand sanitizer and masks | 05/20/2020 | 135.60 | 135.60 | 05/29/2020 |
| 96 | HIGH COUNTRY LINEN | S0192644 | spray bottles for sanitizer for Tow | 05/21/2020 | 10.50 | .00 | |
| 96 | HIGH COUNTRY LINEN | S0192846 | balance neutral floor cleaner | 05/22/2020 | 27.70 | .00 | |
| 96 | HIGH COUNTRY LINEN | S0192846 | small rayon mop | 05/22/2020 | 6.00 | .00 | |
| 96 | HIGH COUNTRY LINEN | S0192846 | blue nitrile gloves | 05/22/2020 | 54.00 | .00 | |
| 96 | HIGH COUNTRY LINEN | S0192983 | 5 Purell 2 Liter Pump Hand Sanitizer @27.80 | 05/25/2020 | 240.00 | 240.00 | 05/29/2020 |
| 96 | HIGH COUNTRY LINEN | S0193178 | public restroom cleaning supplies | 05/26/2020 | 135.25 | .00 | |
| 96 | HIGH COUNTRY LINEN | S0193788 | public restroom supplies | 05/29/2020 | 168.25 | .00 | |
| 96 | HIGH COUNTRY LINEN | S0193796 | 100 disposable facemasks | 05/29/2020 | 160.00 | .00 | |
| 96 | HIGH COUNTRY LINEN | S0194276 | Sierra Center Pull - paper towels | 06/03/2020 | 96.00 | .00 | |
| 96 | HIGH COUNTRY LINEN | S0194276 | Sierra Jumbo Toilet Paper | 06/03/2020 | 76.50 | .00 | |
| 96 | HIGH COUNTRY LINEN | S0194388 | public restroom supplies | 06/03/2020 | 136.55 | .00 | |
| 96 | HIGH COUNTRY LINEN | S0194838 | Public Restroom supplies | 06/05/2020 | 285.25 | .00 | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|---|---|---|---|---|---|---|
| 96 | HIGH COUNTRY LINEN | S0195347 | Blue Nitrile Gloves any size | 06/09/2020 | 54.00 | .00 | |
| 96 | HIGH COUNTRY LINEN | S0195347 | The Wave 3D Urinal Screens | 06/09/2020 | 22.50 | .00 | |
| Total 96: | | | | | 3,117.95 | 674.01 | |
| 6455 | HIRST APPLEGATE, LLP | 198089 | Tastebuds litigation | 06/03/2020 | 954.20 | .00 | |
| Total 6455: | | | | | 954.20 | .00 | |
| 503 | HUNT CONSTRUCTION INC | 9059 | crack sealing snow king ave | 06/01/2020 | 14,482.20 | .00 | |
| 503 | HUNT CONSTRUCTION INC | 9060 | crack seal no name alley | 06/01/2020 | 3,097.00 | .00 | |
| Total 503: | | | | | 17,579.20 | .00 | |
| 3323 | IDAHO TRAFFIC SAFETY, INC. | 192462 | barricade boards | 05/18/2020 | 460.00 | .00 | |
| Total 3323: | | | | | 460.00 | .00 | |
| 106 | INTERSTATE BATTERY | 22247593 | CREDIT | 05/18/2020 | 60.00- | .00 | |
| Total 106: | | | | | 60.00- | .00 | |
| 131 | JACKSON HOLE NEWS & GUID | 311160 | May 4 Special JIM minutes | 05/13/2020 | 292.25 | .00 | |
| 131 | JACKSON HOLE NEWS & GUID | 311395 | 05-11 Special workshop meeting | 05/20/2020 | 54.28 | .00 | |
| 131 | JACKSON HOLE NEWS & GUID | 311396 | 05-13 Special workshop meeting | 05/20/2020 | 29.23 | .00 | |
| 131 | JACKSON HOLE NEWS & GUID | 312006 | Ord 1253 Smoking in Public Buildi | 06/03/2020 | 121.08 | .00 | |
| 131 | JACKSON HOLE NEWS & GUID | 312007 | Ord 1254 National Electric Code ( | 06/03/2020 | 292.25 | .00 | |
| Total 131: | | | | | 789.09 | .00 | |
| 6545 | JACKSON HOLE PUBLIC ART | 05082020 | art banners for center street water | 05/08/2020 | 5,751.05 | .00 | |
| Total 6545: | | | | | 5,751.05 | .00 | |
| 114 | JACKSON LUMBER INC | 00554662-001 | 415 WEST SNOW KING MAINTE | 05/12/2020 | 342.20 | .00 | |
| 114 | JACKSON LUMBER INC | 00556956-001 | town hall lobby sneaze shields | 05/19/2020 | 106.36 | .00 | |
| 114 | JACKSON LUMBER INC | 00556956-002 | town hall front desk plexi project | 05/19/2020 | 10.10 | .00 | |
| 114 | JACKSON LUMBER INC | 00557518-001 | town hall sneeze guard | 05/20/2020 | 70.62 | .00 | |
| 114 | JACKSON LUMBER INC | 00558401-001 | sneeze guard for front desk | 05/22/2020 | 6.57 | .00 | |
| Total 114: | | | | | 535.85 | .00 | |
| 5155 | JELLY DONUT, LLC | I002136 | Windshield Repair | 05/02/2020 | 300.00 | .00 | |
| 5155 | JELLY DONUT, LLC | I002136 | Windshield Repair | 05/02/2020 | 150.00 | .00 | |
| Total 5155: | | | | | 450.00 | .00 | |
| 139 | JORGENSEN ASSOCIATES, PC | 44368 | Cache Creek Tube Phase 2C con | 04/30/2020 | 9,386.25 | .00 | |
| Total 139: | | | | | 9,386.25 | .00 | |
| 5473 | KELLERSTRASS ENTERPRISES | D24636 | 2,000 gallons gas, 8001 diesel | 05/26/2020 | 15,550.44 | .00 | |
| Total 5473: | | | | | 15,550.44 | .00 | |
| 2224 | LOCAL GOV'T LIABILITY POOL | 12957 | SETTLEMENT WT CHARTERS V | 06/02/2020 | 1,000.00 | .00 | |
| 2224 | LOCAL GOV'T LIABILITY POOL | 12958 | settlement AA200054 HALE VS S | 06/02/2020 | 733.87 | .00 | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|---|---|---|---|---|---|---|
| Total 2224: | | | | | 1,733.87 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 20490 | dual gas meter set-up for billing | 06/03/2020 | 643.00 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 20595 052920 | 455 VINE STREET | 05/29/2020 | 42.82 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 20595 052920 | 455 VINE STREET | 05/29/2020 | 52.36 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 20595 052920 | 930 simon lane | 05/29/2020 | 106.08 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 20595 052920 | 915 Simon Lane | 05/29/2020 | 93.31 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 20595 052920 | 65 virginian lane | 05/29/2020 | 64.19 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 20595 052920 | 65 virginian lane | 05/29/2020 | 37.30 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 20595 052920 | wildflower | 05/29/2020 | 130.65 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 20595 052920 | 455 VINE STREET | 05/29/2020 | 41.51 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 20595 052920 | 940 simon lane | 05/29/2020 | 104.04 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 20595 052920 | 455 VINE STREET | 05/29/2020 | 50.51 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 62050-047 062 | UV Building May electrical usage | 05/29/2020 | 16.00 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-002 062 | ANIMAL SHELTER | 05/29/2020 | 133.46 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 920500079 052 | 145 W HANSEN | 05/29/2020 | 19.00 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 920500079 052 | 145 W HANSEN | 05/29/2020 | 18.99 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 920500079 052 | 145 W HANSEN | 05/29/2020 | 19.00 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 920500079 052 | 145 W HANSEN | 05/29/2020 | 19.00 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-008 062 | CEMETARY | 05/29/2020 | 26.55 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-010 062 | May usage | 05/29/2020 | 1,996.59 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-014 062 | HEAT TAPE | 05/29/2020 | 86.11 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-017 062 | INTERMED TREATMENT | 05/29/2020 | 16.00 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-021 062 | 150 E PEARL Offset with account | 05/29/2020 | 1,068.09 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-025 062 | may electrical usage SK W New S | 05/29/2020 | 323.91 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-026 062 | PW West shop | 05/29/2020 | 107.02 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-049 062 | May WWTP Main electricity | 05/29/2020 | 9,528.03 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-051 062 | well 5 May electricity | 05/29/2020 | 1,712.61 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-059 062 | PW police garage | 05/29/2020 | 61.57 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-060 062 | PW South shop | 05/29/2020 | 55.18 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-061 062 | PW Main | 05/29/2020 | 370.41 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050078 0529 | 145 W HANSEN | 05/29/2020 | 23.89 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050078 0529 | 145 W HANSEN | 05/29/2020 | 23.89 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050078 0529 | 145 W HANSEN | 05/29/2020 | 23.89 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050078 0529 | 145 W HANSEN | 05/29/2020 | 23.89 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-082 062 | PW east storage building | 05/29/2020 | 87.00 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-092 062 | NATURAL GAS @ ANIMAL SHEL | 05/29/2020 | 159.00 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050102 0526 | 145 west hansen | 05/29/2020 | 3.22 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050102 0526 | 145 west hansen | 05/29/2020 | 3.22 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050102 0526 | 145 west hansen | 05/29/2020 | 3.22 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050102 0526 | 145 west hansen | 05/29/2020 | 3.22 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-114 062 | Home Ranch May electricity | 05/29/2020 | 145.51 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-131 062 | deloney restroom May electricity | 05/29/2020 | 44.68 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-132 062 | parking garage electric. offset wit | 05/29/2020 | 569.91 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-134 062 | parking garage gas. offset with ac | 05/29/2020 | 34.92 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-341 062 | home ranch | 05/29/2020 | 16.80 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-356 062 | START Bus | 05/29/2020 | 848.68 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-357 062 | START Bus May electricity | 05/29/2020 | 773.53 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-359 062 | MILLER PARK PARKING LOT | 05/29/2020 | 44.91 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-375 062 | 155 EAST PEARL AVE | 05/29/2020 | 23.39 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-376 052 | 149 EAST PEARL | 05/29/2020 | 77.93 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-377 052 | 145 EAST PEARL | 05/29/2020 | 19.17 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-378 052 | 145 EAST PEARL | 05/29/2020 | 16.48 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-379 052 | 145 EAST PEARL | 05/29/2020 | 16.48 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-380 052 | 145 EAST PEARL | 05/29/2020 | 37.27 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-386 052 | 143 E PEARL | 05/29/2020 | 49.38 | .00 | |
| 156 | LOWER VALLEY ENERGY INC | 92050-388 052 | Electric - Etna Bus Barn for May | 05/11/2020 | 25.45 | .00 | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|---|---|---|---|---|---|---|
| Total 156: | | | | | 20,042.22 | .00 | |
| 6653 | LUTTON, JANE | 060220 | RESTITUTION PAYMENT | 06/02/2020 | 500.00 | 500.00 | 06/02/2020 |
| Total 6653: | | | | | 500.00 | 500.00 | |
| 3932 | MILLER SANITATION | 16032 | Town Square trash pickup | 05/20/2020 | 2,331.00 | .00 | |
| 3932 | MILLER SANITATION | 16033 | June - Trash Collection Bus Shelt | 05/20/2020 | 175.00 | .00 | |
| 3932 | MILLER SANITATION | 16050 | downtown trash pickup. is identic | 06/01/2020 | 2,331.00 | .00 | |
| Total 3932: | | | | | 4,837.00 | .00 | |
| 4817 | MOUNTAIN ELECTRICAL | 05112020 | START Electric Bus chargers. Off | 05/11/2020 | 7,164.66 | .00 | |
| Total 4817: | | | | | 7,164.66 | .00 | |
| 183 | NALLEY STEAMWAY LLC. | 2336880 | Police car cleaning to clean up poop and vomit. | 11/04/2019 | 106.00 | .00 | |
| Total 183: | | | | | 106.00 | .00 | |
| 257 | NAPA AUTO PARTS INC. | 917359 | trans filter and silicone | 05/14/2020 | 40.42 | .00 | |
| 257 | NAPA AUTO PARTS INC. | 917426 | trans filter | 05/14/2020 | 16.43 | .00 | |
| 257 | NAPA AUTO PARTS INC. | 917456 | exhaust pipe | 05/14/2020 | 5.54 | .00 | |
| 257 | NAPA AUTO PARTS INC. | 917549 | GASKET | 05/15/2020 | 7.56 | .00 | |
| 257 | NAPA AUTO PARTS INC. | 917561 | CREDIT | 05/15/2020 | 7.56- | .00 | |
| 257 | NAPA AUTO PARTS INC. | 918039 | marker lamps for street truck 1433 | 05/18/2020 | 8.58 | .00 | |
| 257 | NAPA AUTO PARTS INC. | 918224 | wheel studs and nuts for inventory | 05/19/2020 | 26.32 | .00 | |
| 257 | NAPA AUTO PARTS INC. | 918550 | oil filters for inventory | 05/20/2020 | 13.04 | .00 | |
| 257 | NAPA AUTO PARTS INC. | 919235 | oil filter for START | 05/26/2020 | 12.56 | .00 | |
| 257 | NAPA AUTO PARTS INC. | 919330 | air filter for PD | 05/26/2020 | 6.89 | .00 | |
| Total 257: | | | | | 129.78 | .00 | |
| 6213 | New West Building Company Inc. | 060220 | RELEASE BOND 140 NORTH JE | 06/02/2020 | 4,000.00 | 4,000.00 | 06/02/2020 |
| 6213 | New West Building Company Inc. | 060220 | RELEASE BOND 140 NORTH JE | 06/02/2020 | 8,000.00 | 8,000.00 | 06/02/2020 |
| Total 6213: | | | | | 12,000.00 | 12,000.00 | |
| 513 | ON SIGHT LAND SURVEYORS I | 3744 | survey staking | 04/25/2020 | 2,102.04 | .00 | |
| 513 | ON SIGHT LAND SURVEYORS I | 3788 | standard construction surveying w | 05/25/2020 | 4,094.32 | .00 | |
| Total 513: | | | | | 6,196.36 | .00 | |
| 1504 | ONE CALL OF WYOMING | 55868 | May one-call tickets | 06/08/2020 | 298.12 | .00 | |
| 1504 | ONE CALL OF WYOMING | 55868 | May one-call tickets | 06/08/2020 | 298.13 | .00 | |
| Total 1504: | | | | | 596.25 | .00 | |
| 3222 | OTIS ELEVATOR COMPANY | SH05567619B | town hall june elevator service co | 05/20/2020 | 244.62 | .00 | |
| Total 3222: | | | | | 244.62 | .00 | |
| 2244 | PETERSCHMIDT, TIM | 05292020 | DOT Physical | 05/29/2020 | 150.00 | .00 | |
| Total 2244: | | | | | 150.00 | .00 | |
| 4894 | PLATT | OI98649 | Parts to fix faulty solar electrical li | 05/18/2010 | 501.84 | .00 | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|---|---|---|---|---|---|---|
| Total 4894: | | | | | 501.84 | .00 | |
| 6483 | PREMIER TRUCK- SALT LAKE C | 775181015 | breather cover for bus 272 | 04/20/2020 | 159.55 | .00 | |
| 6483 | PREMIER TRUCK- SALT LAKE C | 775189473 | gaskets for START Bus | 05/21/2020 | 68.16 | .00 | |
| Total 6483: | | | | | 227.71 | .00 | |
| 532 | QUICK BROWN FOX LLC | 3736 | Summer Season Commuter pass | 05/22/2020 | 550.00 | .00 | |
| Total 532: | | | | | 550.00 | .00 | |
| 215 | RED'S AUTO GLASS, INC. | I037622 | two windshield installs bus 207, 2 | 04/23/2020 | 340.00 | .00 | |
| 215 | RED'S AUTO GLASS, INC. | I037639 | windshielf install bus 201 | 05/29/2020 | 170.00 | .00 | |
| Total 215: | | | | | 510.00 | .00 | |
| 4723 | RON'S TOWING | 20-6107 | Tow - Stilson to PW | 04/17/2020 | 600.00 | .00 | |
| 4723 | RON'S TOWING | 20-6107 | Tow - Driggs to Jackson | 04/17/2020 | 1,200.00 | .00 | |
| Total 4723: | | | | | 1,800.00 | .00 | |
| 6665 | ROOTED LANDSCAPE ARCHIT | 223 | concept photo renderings for N C | 05/30/2020 | 1,912.50 | .00 | |
| Total 6665: | | | | | 1,912.50 | .00 | |
| 861 | ROTARY CLUB OF JACKSON H | 043020 | LARRY PARDEE | 06/15/2020 | 20.00 | .00 | |
| Total 861: | | | | | 20.00 | .00 | |
| 5280 | ROUTEMATCH SOFTWARE, INC | 43180 | Annual (6th Yr) Technical Support Agreement - per contract | 04/01/2020 | 22,451.55 | .00 | |
| Total 5280: | | | | | 22,451.55 | .00 | |
| 5812 | RUI INC. DBA VILLAGE GARDN | 1319248 | 145 W Hansen lawn care | 05/31/2020 | 91.50 | .00 | |
| 5812 | RUI INC. DBA VILLAGE GARDN | 1319249 | 145 E. Pearl lawn care | 05/31/2020 | 75.40 | .00 | |
| 5812 | RUI INC. DBA VILLAGE GARDN | 1319250 | 455 vine st lawn care | 05/31/2020 | 81.25 | .00 | |
| Total 5812: | | | | | 248.15 | .00 | |
| 5111 | SCHMILLEN, SCOTT | 01995 | plugged drains at start facility | 04/21/2020 | 392.50 | 392.50 | 05/29/2020 |
| 5111 | SCHMILLEN, SCOTT | 02006 | pw office drain clean out | 05/19/2020 | 180.00 | 180.00 | 05/29/2020 |
| Total 5111: | | | | | 572.50 | 572.50 | |
| 4359 | SHERWIN-WILLIAMS CO. | 2365-3 | acetone for paint cleanup | 06/03/2020 | 125.00 | .00 | |
| 4359 | SHERWIN-WILLIAMS CO. | 4400-5 | street paint parking garage | 05/18/2020 | 401.25 | 401.25 | 05/29/2020 |
| 4359 | SHERWIN-WILLIAMS CO. | 4453-4 | street paint | 05/20/2020 | 461.30 | 461.30 | 05/29/2020 |
| 4359 | SHERWIN-WILLIAMS CO. | 4456-7 | street paint | 05/20/2020 | 1,892.50 | 1,892.50 | 05/29/2020 |
| Total 4359: | | | | | 2,880.05 | 2,755.05 | |
| 1605 | SMITH, G. TODD | 06092020 | Spring College Tuition reimburse | 06/09/2020 | 369.00 | .00 | |
| Total 1605: | | | | | 369.00 | .00 | |
| 4699 | SNAKE RIVER ROASTING | 625994 | coffee. offset with account # 101- | 05/28/2020 | 97.90 | .00 | |
| 4699 | SNAKE RIVER ROASTING | 626091 | 2 Bags of Coffee | 06/03/2020 | 97.90 | .00 | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|---|---|---|---|---|---|---|
| 4699 | SNAKE RIVER ROASTING | 62710 | Coffee | 05/06/2020 | 97.90 | .00 | |
| Total 4699: | | | | | 293.70 | .00 | |
| 6165 | STEPHENS, SAM | 060120 | DOT physical reimbursement. Ta | 06/01/2020 | 155.00 | .00 | |
| 6165 | STEPHENS, SAM | 06082020 | safety boots for Sam Stephens | 06/08/2020 | 100.00 | .00 | |
| Total 6165: | | | | | 255.00 | .00 | |
| 4514 | TEAM LABORATORY CHEMICA | INV0020815 | fine road patching material for pot | 05/28/2020 | 862.50 | .00 | |
| Total 4514: | | | | | 862.50 | .00 | |
| 1443 | TETON COUNTY CLERK | 060120 | JUNE BILLING | 06/01/2020 | 133,068.50 | .00 | |
| 1443 | TETON COUNTY CLERK | 063020 | JUNE BILLING | 06/01/2020 | 21,527.00 | .00 | |
| Total 1443: | | | | | 154,595.50 | .00 | |
| 6678 | TETON COUNTY FAIR | 1763 | FY20 Rodeo Grounds Manageme | 06/01/2020 | 60,000.00 | .00 | |
| Total 6678: | | | | | 60,000.00 | .00 | |
| 581 | TETON COUNTY INTEGRATED | 5051 | hazardous waste disposal WWTP | 06/03/2020 | 12.50 | .00 | |
| Total 581: | | | | | 12.50 | .00 | |
| 2327 | TETON COUNTY SHERIFF-DISP | 032720 | jULY-SEPT BILLING | 04/01/2020 | 14,095.37 | .00 | |
| 2327 | TETON COUNTY SHERIFF-DISP | 040120 | OCT-DEC BILLING | 04/01/2020 | 4,384.53 | .00 | |
| Total 2327: | | | | | 18,479.90 | .00 | |
| 55 | TETON COUNTY SHERIFF'S-JAI | 563 | Inmate jail costs. | 04/06/2020 | 864.00 | .00 | |
| 55 | TETON COUNTY SHERIFF'S-JAI | 565 | May Inmate costs from the TCSO | 06/02/2020 | 288.00 | .00 | |
| Total 55: | | | | | 1,152.00 | .00 | |
| 996 | TETON COUNTY SPECIAL FIRE | 05272020C | May 2020 CAPITAL | 05/27/2020 | 865.44 | .00 | |
| 996 | TETON COUNTY SPECIAL FIRE | 060120 | JUNE BILLING | 06/01/2020 | 120,903.15 | .00 | |
| Total 996: | | | | | 121,768.59 | .00 | |
| 1355 | TETON COUNTY TRANSFER ST | 454594 | YARD WASTE | 04/23/2020 | 68.00 | 68.00 | 05/29/2020 |
| 1355 | TETON COUNTY TRANSFER ST | 458213 | dimensional lumber disposal | 05/14/2020 | 201.00 | .00 | |
| 1355 | TETON COUNTY TRANSFER ST | 460760 | downtown trash cans overflowing. | 06/01/2020 | 44.00 | .00 | |
| Total 1355: | | | | | 313.00 | 68.00 | |
| 1614 | TETON COUNTY-FUND 10 | 052720 | MAY PATHWAYS | 06/02/2020 | 5,468.15 | .00 | |
| 1614 | TETON COUNTY-FUND 10 | 053120 | MAY DISPATCH | 06/01/2020 | 19,043.97 | .00 | |
| 1614 | TETON COUNTY-FUND 10 | 060120 | MAY KRISTI MALONE | 06/01/2020 | 3,910.66 | .00 | |
| Total 1614: | | | | | 28,422.78 | .00 | |
| 268 | TETON MOTORS INC | 5094404 | a/c condenser, overflow reservoir | 05/18/2020 | 199.46 | .00 | |
| Total 268: | | | | | 199.46 | .00 | |
| 3162 | TETON TRASH REMOVAL, INC. | 02 JUN 831 | 145b Hansen | 06/01/2020 | 45.50 | .00 | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|---|---|---|---|---|---|---|
| Total 3162: | | | | | 45.50 | .00 | |
| 5135 | THOMAS DRILLING, INC. | 7207 | well 7 rebuild; offset with 502-339 | 05/28/2020 | 38,175.00 | .00 | |
| Total 5135: | | | | | 38,175.00 | .00 | |
| 3955 | THOMSON WEST | 842404215 | Westlaw database - half to Town | 06/01/2020 | 446.92 | .00 | |
| 3955 | THOMSON WEST | 842404215 | Westlaw database - half to Town | 06/01/2020 | 446.93 | .00 | |
| Total 3955: | | | | | 893.85 | .00 | |
| 6199 | UHL, ANGIE | 06092020 | Tuition reimbursement Spring 202 | 06/09/2020 | 821.92 | .00 | |
| Total 6199: | | | | | 821.92 | .00 | |
| 777 | UPPER CASE PRINTING INK | 15642 | SPRING CLEAN FLYERS | 04/01/2020 | 122.83 | .00 | |
| Total 777: | | | | | 122.83 | .00 | |
| 244 | WATTS STEAM STORE ROCKY | 74756 | parts for hotsy sprayer | 05/21/2020 | 227.05 | .00 | |
| Total 244: | | | | | 227.05 | .00 | |
| 6160 | WEST FORK CONSTRUCTION | 1050003-003 | pay ap #3 for treatment plant gara | 05/19/2020 | 71,295.84 | .00 | |
| Total 6160: | | | | | 71,295.84 | .00 | |
| 563 | WESTBANK SANITATION | 3425170 | 940 Simon Lane | 06/01/2020 | 47.90 | .00 | |
| 563 | WESTBANK SANITATION | 3425926 | May trash service. offset with acc | 06/01/2020 | 652.77 | .00 | |
| Total 563: | | | | | 700.67 | .00 | |
| 2802 | WESTWOOD CURTIS | 06082020 | cache creek tube phase 2C pay A | 06/08/2020 | 159,648.03 | .00 | |
| 2802 | WESTWOOD CURTIS | 06082020B | cache creek tube phase 2C pay a | 06/08/2020 | 23,083.26 | .00 | |
| 2802 | WESTWOOD CURTIS | 06102020 | Since this line item is over slightly, | 06/10/2020 | 230,285.22 | .00 | |
| Total 2802: | | | | | 413,016.51 | .00 | |
| 472 | WHITE GLOVE CLEANING, INC. | 6233 | May - Janitorial and Bus shelter cl | 04/30/2020 | 2,568.13 | .00 | |
| Total 472: | | | | | 2,568.13 | .00 | |
| 3619 | WY CHILD SUPPORT ENFORCE | 06032020 | case #209790 | 06/03/2020 | 146.76 | 146.76 | 06/03/2020 |
| Total 3619: | | | | | 146.76 | 146.76 | |
| 406 | WYOMING LAW ENFORCEMEN | 053120 | OET FEE MAY2020 | 06/05/2020 | 20.00 | 20.00 | 06/05/2020 |
| Total 406: | | | | | 20.00 | 20.00 | |
| 3507 | ZIEM, JOHNNY | 06032020 | DOT physical. offset with account | 06/03/2020 | 155.00 | .00 | |
| Total 3507: | | | | | 155.00 | .00 | |
| Grand Totals: | | | | | 1,354,374.49 | 29,549.00 | |

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

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

City Treasurer: _____

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.

**TOWN OF JACKSON**
**MUNICIPAL COURT**
**MONTHLY REPORT TO THE MAYOR AND THE TOWN COUNCIL**
**FOR THE MONTH OF MAY, 2020**

During the month of May, the court received $17,293 in fines, fees, bonds, and forfeitures.
50 new cases were docketed: 16 parking citations, 34 summons
18 cases were dismissed: 8 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

| NAME | CITATION | OFFENSE | DISPOSITION | $ |
|---|---|---|---|---|
| ALLEN, HENRY W | 00917M | Public intoxication | D-Per Town's Motion | 0 |
| BAGLEY, DOUGLAS GEORGE | 186000395AC | Speed Limits Generally 55/30 | BF | 280 |
| BARLOW, AUSTIN P | 03949L | Driving/Control of vehicle while intox | D-Per Town's Motion | 0 |
| BAUDUCCO, SIMON J | 186000390AC | Duty upon colliding with unattended vehicle or property | BF | 235 |
| BOODRY, BRYAN DEVON | 186000382AC | Failure to maintain liability coverage | D-Provided Valid Information | 0 |
| BYRON, JOSEPH R | 186000454AC | Public intoxication | BF | 110 |
| CARTER, JACOB ALAN | 98128N | Public intoxication | BF | 110 |
| CARTER, JACOB ALAN | 98129N | Unlawful Contact or Touching | BF | 500 |
| CRUZ RODRIGUEZ, ARACELI | 186000294AC | No Driver's license | BF | 410 |
| DURAN, LUZ | 00833M | Provide alcohol to person <21 | BF | 250 |
| FABRE VELAZQUEZ, DIEGO | 186000536AC | Marijuana: use and/or possession | D-Per Town's Motion | 0 |
| FIELDS, CAMERON | 186000289AC | Driving under suspension | D-Per Town's Motion | 0 |
| FLICKINGER, DIANE G | 186000300AC | Speed Limits Generally 40/30 | BF | 75 |
| FLORES, MARCO ANTONIO | 186005213AA | Open Container | GP | 50 |
| FREY, WILLIAM A | CI: 18-08-0769 | Compliance with security requirements | D-Per Town's Motion | 0 |
| GARCIA, NERY GALEANA | 186000518AC | Driving Under Suspension | D-Per Town's Motion | 0 |
| GARCIA, NERY GALEANA | 186000519AC | Limitations on Backing | BF | 85 |
| HASBROUCK, REBECCA E | 98207N | Public intoxication | D-Per Town's Motion | 0 |
| IRSIK, JOSEPH K | 00720M | Unlawful Contact or Touching | BF | 500 |
| KRUSENBAUM, ANTHONY JAY | 186000439AC | Use of cell phone while driving prohibited | BF | 90 |
| MOHR, CHARLES JOSEPH | 186000478AC | Marijuana: use and/or possession | BF | 250 |
| REYNOLDS, THOMAS JOHN | 186000348AC | Speed Limits Generally 44/30 | BF | 173 |
| SANCHEZ-SEPULVEDA, RIGOBE | 01266M | Urinating in Public | BF | 120 |
| SCHLINGER, DEBORAH ANN | 186000394AC | Speed Limits Generally 50/30 | BF | 215 |
| SMITH, KENNETH P | 186000476AC | Public intoxication | D-Per Town's Motion | 0 |
| TIMBERLAKE, ERIC W. | 01153M | Use of cell phone while driving prohibited | D-Per Town's Motion | 0 |
| WENDT, JEREMY | 186000510AC | Stop Sign Violation | BF | 135 |
| WILSON, LISA | 186000440AC | Speed Limits Generally 45/30 | BF | 180 |

# TOWN OF JACKSON
# TOWN COUNCIL
## AGENDA DOCUMENTATION

**PREPARATION DATE:** June 8, 2020
**MEETING DATE:** June 15, 2020

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

**SUBJECT: Special Event – Farmers Market**

STATEMENT/PURPOSE

The Mayor and Council approve special event applications requesting use of city streets and relief from Town ordinances on behalf of the Town of Jackson.

BACKGROUND/ALTERNATIVES

The applicant, Jackson Hole Farmers Market on the Town Square, requests permission to host its annual Farmers Market on Saturday mornings around Town Square. The event was initiated in 2001. This is an event allowing local farmers and local businesses to sell organic food products. The Farmers Market will contribute 10% of weekly gross proceeds to each participating non-profit of the week.

Due to COVID-19, the applicant is requesting a change from their previous operating footprint to allow for social distancing at the Saturday morning markets. In past years, the Farmers Market has requested the closure of the south bound traffic lane on Center Street (between Deloney and Broadway) as well as the closure of the parking lanes on the north and south sides of Deloney Avenue (between Cache and Center) and the west side of Center Street (between Broadway and Deloney). This has allowed for one-way (east bound) traffic on Deloney and one-way (north bound) traffic on Center. In addition, in past years the applicant has requested the closure of parking spaces on the north side of Broadway (between Cache and Center).

This year the applicant is requesting the complete closure of Deloney (between Cache and Center) and the complete closure of Center (between Deloney and Broadway) between the hours of 6:00 A.M. and 12:30 P.M. every Saturday from July 11 through September 26. The Teton County Health Department has approved of this layout from a social distancing perspective.

Set up will begin at 6:00 A.M. and break down will end by 12:30 P.M. The market will be open from 8:00 A.M. to 12:00 P.M. The market will run from July 11, 2020 to September 26, 2020.

Town staff recently canvased the blocks of Deloney (between Cache and Center) and Center (between Broadway and Deloney) and noted that a vast majority of the shops along these sections opened at 10:00 A.M., with a few exceptions (at least one shop didn't open until 11:00 A.M. and one shop indicated that sometimes it opened at 9:30 A.M.).

This request includes permission to host a Community Fall Festival on the final day of the Farmers Market, September 26, 2020. The Community Fall Festival is an expanded Farmers Market on streets surrounding the Town Square which will end for the public by 4:00 P.M. with clean-up being complete by

4:30 P.M. The Community Fall Festival will only move forward if approved by the Teton County Health Department.

This proposal is an attempt to open the Farmer's Market on a phased approach with existing state health orders currently in place. If the health orders change (more restrictive or less restrictive) the applicant will work with Town staff and the Teton County Health Department to ensure the event is compliant with current orders. If the health orders become less restrictive and Teton County enters the Green "New Normal" level on the Public Health Guidance status then the applicant will work with Town staff to return the market back to the historical operational layout.

Additional requests associated with this event include:

- Permission to close Deloney Avenue (between Cache and Center) and Center Street (between Deloney and Broadway) for each market from 6:00 A.M. to 12:30 P.M. for vendor booths and pedestrians.
- The applicant utilizes its own barricades for the street closures and will also be responsible for the production, posting and removal of the associated no parking signage.
- Permission to display two temporary event banners per the attached sign permit applications. The applicant also requests permission to display two onsite 5'x7' banners to be displayed on tents.
- Permission to display light pole banners per the attached sign permit application.
- Access to electricity from the park.
- Permission for amplified sound associated with this event.
- Permission to utilize barricades and road signs from Public Works if necessary.
- Permission to ban dogs from within the event boundary. This ban was initially approved for the summer of 2015. The procedure worked well for the organization and they are requesting this again for the summer of 2018. In the past concerns regarding dogs at this event have been raised by the Farmers Market staff, volunteers, vendors and patrons. With this in mind, the applicant is seeking permission to ban dogs from within the boundary of this Town Council approved event. Currently there is a Town ordinance prohibiting dogs from being in the Town Square; however, this dog ban request would extend beyond the boundary of the Town Square and into the event boundary. The Police Department has indicated that since there is no ordinance prohibiting dogs in the public streets, they could enforce either trespass or breach of peace if someone brings a dog within the event boundary and refuses to leave. The Police Department has also indicated that if the Town Council determines that this issue is one worth pursuing for a long-term solution than an ordinance could be considered at some point. An ordinance would allow for enforcement. The applicant has indicated that they would make efforts to educate the public in regards about dogs at the Farmers Market. The Police Department has indicated that when they have a CSO available that they would be asked to be a presence at the Farmers Markets.
- Use of the George Washington Memorial Park from 8am – 9am on Farmer Market Saturdays for the Market's "Wellness of the Week" program. The applicant will "offer free yoga, fitness type activities to people free of charge so they can enjoy a healthier life style in Jackson Hole." This program would take place from 8:00am until 9:00am in the eastern quadrant of the George Washington Memorial Park. The applicant has indicated that would ask each instructor to provide their own Certificate of Insurance to cover the time they are donating. The applicant also indicated that they would place a sign at each market indicating that the activity was free of charge and donated by the individual and the business they work for giving them acknowledgement for their time donated. Wellness of the Week activities will only take place with the review and approval of the Teton County Health Department.
- Use of amplified sound for the Wellness of the Week event.
- Full closures of Broadway between Cache and King, Deloney between Cache and Center, and Center between Broadway and Deloney for the Community Fall Festival on September 26, 2020.

The Community Fall Festival will only take place following the review and approval of the Teton County Health Department.

- Permission for a sidewalk sale by downtown merchants during the Community Fall Festival. This sidewalk sale may only take place if the Community Fall Festival occurs.

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

## COMPREHENSIVE PLAN ALIGNMENT

This event aligns with our Quality of Life which is important to our community. We have always been a diverse community that supports a variety of lifestyles and employment opportunities, and we welcome others to share in the enjoyment of our ecosystem and western mountain lifestyle. Residents and visitors have become accustomed to high-quality social, cultural, and recreational services. Continuing to provide these services in a manner that better achieves our Vision will enhance the livability and appeal of our community.

## STAKEHOLDER ANALYSIS

The application has been submitted for review and comment to all Town departments.

## FISCAL IMPACT

Income from the Exposition Business License per Farmers Market ($2,600 for the summer of 2020).

## STAFF IMPACT

Staff impact is minimal but includes providing access to electricity from the Town Square if necessary. Providing barricades and street signs from Public Works. Town will provide access to signs and barricades that the market can use throughout the summer.

## LEGAL REVIEW

On Going.

## RECOMMENDATION

Staff recommends the approval of the special event permit application (with the exception of the request for trash removal), subject to the following conditions and restrictions:

1. The applicant shall clean up immediately after each day of the event and shall be responsible for the removal of all refuse and recycled material generated by the event.
2. Applicant shall encourage market users to utilize the downtown parking structure.
3. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states 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.
4. The applicant shall obtain an Exposition License for the Town of Jackson covering each day of the event. Social security numbers for all vendors shall be provided to the Finance Department at least 10 days prior to each event.
5. The applicant shall coordinate the use of electric with the Parks & Recreation park superintendent at least three (3) business days prior to the event.
6. No exhibits, tables, chairs, or other equipment shall be placed on walkways as to obstruct pedestrian traffic.
7. Attaching signage of any kind to the antler arches or fences is prohibited

8. Any power cords that cross walkways shall be taped and secured as to avoid a tripping hazard.
9. The applicant shall be responsible for the production, posting and removal of the no parking signage. As such, it will be the responsibility of the applicant to remove or tow vehicles parked in spaces intended for use by vendors.
10. The applicant will work with Town personnel in accommodating other special events that may take place in the area. Specifically, the applicant will work with the Community Foundation to accommodate Old Bill's Fun Run subject to Town approval.
11. Temporary event banners may be put up the Wednesday prior to each market date and shall be removed at the closure of each market day. No items shall be stored on the Town Square (including the stage stop building) between events.
12. Any tents larger than 400 square feet will require approval through the Fire Department. A Temporary Tent Permit Form will need to be completed and approved prior to the start of the event. This Temporary Tent Permit can be found on the Jackson Hole Fire / EMS website.
13. Light post banners shall be coordinated through the Chamber of Commerce and the Town of Jackson Public Works Department.
14. The applicant will work with the Jackson Police Department in an effort to educate, report and enforce a dog ban within the event boundaries if the Town Council approves a dog ban.
15. Any additional conditions as directed by the Town Council.
16. The applicant shall abide by all state and local health orders in place.
17. The applicant will work with the Teton County Health Department in efforts to implement practices that help mitigate the potential spread of COVID-19.

SUGGESTED MOTION

I move to approve the application made by Jackson Hole Farmers Market on the Town Square for the Farmers Market on Town Square special event, 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: Jackson Hole Farmers Market on the Town Square

Name of Organization: Jackson Hole Farmers Market on the Town Square

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

Mailing Address: P.O.Box 744

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Jenny May Shervin, Market Manager

Email Address: jhfmts@gmail.com

Work Phone: 805-698-5489 Cell Phone: 805-698-5489

## EVENT INFORMATION

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

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

The mission of the Jackson Hole Farmers Market is to champion and support local farms and

Location of Event: Town Square Alternative Location:

Date(s) of Event: Every Saturday July 11 through Event Operating Hours: 8:00am -12:00pm

Event Set Up Begins Date: July 11, 2020 Time: 6:00am

Event Clean Up Ends Date: September 26, 2020 Time: 2:20pm* (rest at

# Special Event Application

## EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 250 at one time, Total Event: 12,000 varies

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): None

***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: Sadek Darwiche Cell Phone: 307-413-6323

## 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)
- ☐ Beverage Vendors (BV)
- ☐ Portable Toilets (T)
- ☐ Stages or Amplified Sound (SO)
- ☐ Garbage Receptacles (G)
- ☐ Retail Merchants (RM)
- ☐ Fire Lane (FL)
- ☐ First Aid / EMS (FA)
- ☐ Electricity / Generator (EL)
- ☐ Food Vendors (FV)
- ☐ Alcohol Vendors (A)
- ☐ Hand Washing Sink (HWS)
- ☐ Bleachers (BL)
- ☐ Recycling Receptacles (RR)
- ☐ Security (P)
- ☐ Fire Extinguishers (EX)
- ☐ Barricades (B)
- ☐ 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 |
|---|---|---|---|
| Closure of Center and Deloney Streets along the border of the Town Square 7/11-9/26 | | | |
| Fall Festival will have Broadway, Center and Deloney Road Closures on 9/26 only from 6am to | | | |
| | | | |
| | | | |
| | | | |

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: 30 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:

| | | | |
|---|---|---|---|
| 9/26 only | Large Street Barricades | 9/26 only | "Road Closed" Street Signs |
| _____ | Small Sidewalk Barricades | _____ | "Local Traffic Only" Street Signs |
| _____ | 28 Inch Street Cones | 9/26 only | "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:

*Street closures on Center & Deloney from 7/11-9/26 6am to 1pm (Every Saturday),No

**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:

Approximately 10 vendors may need electrical connections.

**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: Fire Safety inspection of vendors preparing food on-site.

# 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: 10:00am Finish Time: 11:30am

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 certificat 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:_____

_____

**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:

Farmers Market Organization fundraises by selling tote bags. Otherwise , individual Vendors responsible directly w/ WYDR

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? 2 by FM plus, each vendor is required

When will the trash receptacles be delivered? _____

When will the trash receptacles be picked up and removed from site? 12:30pm every Saturday.

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

FM organizers collect and remove all trash, receptacles and vendors are required to keep space clean.

*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:

Due to Covid-19 and social distancing we are requesting the road closures of Center and Deloney streets to provide adequate room for people at the market for social distancing. Otherwise the market will run much like it has in previous years.

Farmers Market will also be relocated to broadway only for Old Bill's Fun Run, planned in advance with OBFR coordinators.

## 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: JMS

# Special Event Application

## STANDARD CONDITONS 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: JMS

# Special Event Application

## STANDARD CONDITONS 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: JMS

# Special Event Application

## STANDARD CONDITONS 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: JMS

# Special Event Application

## STANDARD CONDITONS 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: JMS

# Special Event Application

## STANDARD CONDITONS 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 procument, 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: eSigned via SeamlessDocs.com Jenny May Shervin Key: d006bb9c9987956c6be92b86b94d9294 _____ APPLICANT: Jenny May Shervin _____

**Signature** **Printed Name**

DATE: 06/05/2020 _____ TITLE: Market Manager _____

Jackson Hole Farmers Market on the Town Square
Jenny May Shervin
P.O.Box 744
Jackson, WY. 83001

5/31/20

Town of Jackson, Health Department of Jackson Hole and Teton County Health Officer
P.O.Box 1687
Jackson, WY. 83001

Dear Town of Jackson, Health Department of Jackson Hole and the Teton County Health Officer,

We are submitting a letter to ask for acceptance or exception from the rule of restricting larger gathering sizes (over 250 people) for our local Jackson Hole Farmers Market. We intend on taking sufficient precautions to protect the community's health while also offering an essential item to our local community members with an outdoor grocery store/market option.

During July markets we will plan for these various measures in regards to Phase Orange/Yellow

1. Increased hygiene, cleaning and disinfecting procedures of staff, vendors & volunteers (Wipe down surfaces and offer hand sanitizer at each booth)
2. Encourage cloth face coverings (For customers and vendors if they feel they need one)
3. Physical distancing (separation of 6 feet or more) for any lines to purchase items
4. Signage for current guidelines and physical distancing (Signage up at each entrance of the market)
5. Ask customers not to touch any products until it is in their bag. Customers can tell venders what they would like. Vendors with gloved hands put the items in a place for customers to pick up and put in their bags.
6. Stands could be set up with another table set up in front of the tables with products on them to keep customers at a distance from the products. Customers could come into the booth one at a time and ask for what they would like. Vendors would collect the requested items and place them where customers could put them in their bag.
7. Vendors could have one person to handle the money and one to handle the product requests.(If there is more than one person operating the booth at one time)
8. Directional Shopping (Have arrows directing the flow of shoppers with markings for lines to each booth with 6 feet markings)

9. Vendor Tents situated 10 feet apart and placed back to back in the middle of closed streets (Center and Deloney Streets, no access to Broadway due to having to face the park/congestion)

10. Prepared Food and On-site prepared Foods Added (No samples)

11. Music streamed in over speakers, Free Yoga offered to a small group who are 6 feet apart.

During August and September markets we will plan for these various measures in regards to Phase Green.

1. Increased hygiene, cleaning and disinfecting procedures of staff, vendors & volunteers (Wipe down surfaces and offer hand washing station or hand sanitizer at each booth)

2. Optional cloth face coverings (For customers and vendors if they feel they need one)

3. Physical distancing (recommended distance at the time) for any lines to purchase items

4. Signage for current guidelines and physical distancing (Signage up at each entrance of the market)

5. Vendors could have one person to handle the money and one to handle the product requests.(If there is more than one person operating the booth at one time)

6. Vendor Tents situated 10 feet apart and placed back to back in the middle of closed streets (Center and Deloney Streets, no access to Broadway due to having to face the park/congestion)

7. Vendors could have one person to handle the money and one to handle the product requests.(If there is more than one person operating the booth at one time)

8. Directional Shopping (Have arrows directing the flow of shoppers with markings for lines to each booth with 6 feet markings)

9. Vendor Tents situated 10 feet apart and placed back to back in the middle of closed streets (Center and Deloney Streets, no access to Broadway due to having to face the park/congestion)

10. Prepared Food and On-site prepared Foods Added (Samples allowed)

8. Live Music, Free Yoga brought back to market with social distancing.

We appreciate your time and thank you for your consideration,

Jackson Hole Farmers Market Board of Directors and Market Manager

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 12 2019

JACKSON HOLE FARMERS MARKET
PO BOX 744
JACKSON, WY 83001

Employer Identification Number:
30-1152267
DLN:
17053133326029
Contact Person:
SHANNON M VANN ID# 17302
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
February 20, 2019
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

# Jackson Hole Farmers Market Proposal
# to the Town of Jackson and Health Department

**Phase One (ORANGE/YELLOW): See attached MAPS for Options A,B, & C (Market Dates for July)**

1. Increased hygiene, cleaning and disinfecting procedures of staff, vendors & volunteers (Wipe down surfaces and offer hand sanitizer at each booth)
2. Encourage cloth face coverings (For customers and vendors if they feel they need one)
3. Physical distancing (separation of 6 feet or more) for any lines to purchase items
4. Signage for current guidelines and physical distancing (Signage up at each entrance of the market)
5. Ask customers not to touch any products until it is in their bag. Customers can tell venders what they would like. Vendors with gloved hands put the items in a place for customers to pick up and put in their bags.
6. Stands could be set up with another table set up in front of the tables with products on them to keep customers at a distance from the products. Customers could come into the booth one at a time and ask for what they would like. Vendors would collect the requested items and place them where customers could put them in their bag.
7. Vendors could have one person to handle the money and one to handle the product requests.(If there is more than one person operating the booth at one time)
8. Directional Shopping (Have arrows directing the flow of shoppers with markings for lines to each booth with 6 feet markings)
9. Vendor Tents situated 10 feet apart and placed back to back in the middle of closed streets (Center and Deloney Streets, no access to Broadway due to having to face the park/congestion)
10. Prepared Food and On-site prepared Foods Added (No samples)
11. Music streamed in over speakers, Free Yoga offered to a small group who are 6 feet apart(?).

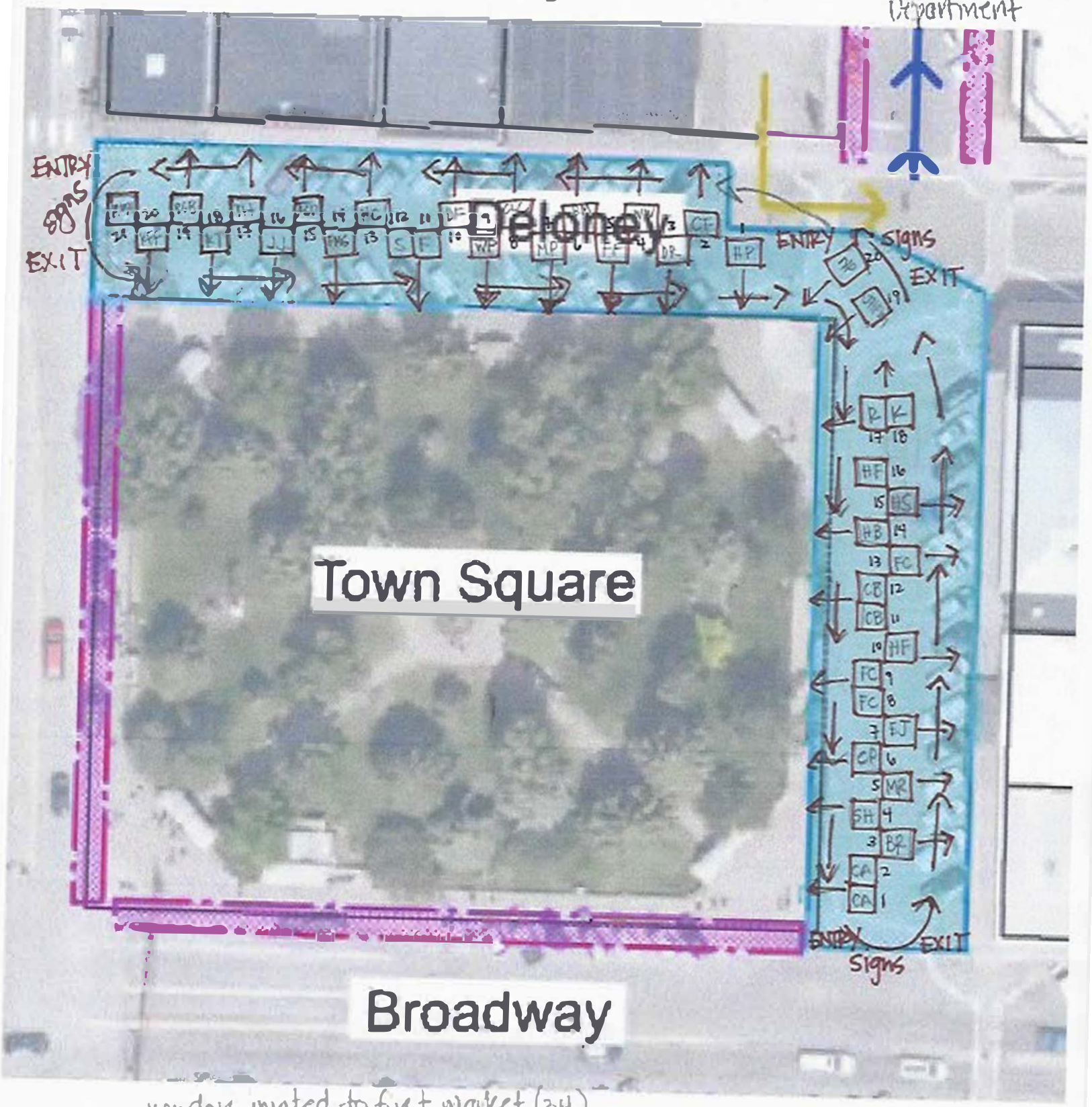
**Phase Two (GREEN): See attached MAP**

**(Market Dates for August & Sept.)**

1. Increased hygiene, cleaning and disinfecting procedures of staff, vendors & volunteers (Wipe down surfaces and offer hand washing station or hand sanitizer at each booth)
2. Optional cloth face coverings (For customers and vendors if they feel they need one)
3. Physical distancing (recommended distance at the time) for any lines to purchase items
4. Signage for current guidelines and physical distancing (Signage up at each entrance of the market)
5. Vendors could have one person to handle the money and one to handle the product requests.(If there is more than one person operating the booth at one time)
6. Vendor Tents situated 10 feet apart and placed back to back in the middle of closed streets (Center and Deloney Streets, no access to Broadway due to having to face the park/congestion)
7. Vendors could have one person to handle the money and one to handle the product requests.(If there is more than one person operating the booth at one time)
8. Directional Shopping (Have arrows directing the flow of shoppers with markings for lines to each booth with 6 feet markings)
9. Vendor Tents situated 10 feet apart and placed back to back in the middle of closed streets (Center and Deloney Streets, no access to Broadway due to having to face the park/congestion)
10. Prepared Food and On-site prepared Foods Added (Samples allowed)
8. Live Music, Free Yoga brought back to market with social distancing.

* Shut down all of Deloney and Center w/no parking

JH Farmer's Market
Option A
(34 vendors)
* Preferred method from Health Department




vendors invited to first market (34)
vendors who have to wait

1. Big Hole Smoothies
2. Street Cheeks Meats
3. Annie's Thai Kitchen
4. La Fiera Streetfood
5. Morales Home Made
6. Lockhart Cattle Co
7. Nom Nom
8. PB & J's
9. Paradise Springs

JH Farmer's Market
Option A
(34-37 vendors)

Shut down all
of Deloney and Center
w/ no parking.

Date: _____

# EXPOSITION LICENSE APPLICATION


**Town of Jackson**
**PO Box 1687, Jackson, Wyoming 83001**
**Phone: (307)733-3932**
**Fax: (307)739-0919**
**www.townofjackson.com**


Instructions: All information on both sides of this form must be fully completed. Failure to complete any item will delay the processing of your application. All payments shall be made at the time of application and shall be non-refundable, unless an application is denied. If the Town denies a business license application, the entire fee, less a $37.00 application fee will be refunded. An application for a business license must be submitted and approved by the Town before the business can begin operations.

**Business/Organization Name:** Farmers Market on Town Square
**D/b/a:** Jackson Hole Farmers Market on the Town Square
**Nature of Exposition:** Farmers Market

**Is the Business/Organization a:**

- ☐ Corporation ☐ Partnership ☐ Sole Proprietorship
- ☒ Non-Profit Organization *(If non-profit, please attach copy of 501(C) (3))* (attached)
- ☐ Other Please explain: _____

**Physical Address of Expo:**
**Street:** Town Square **No:** _____
**Building:** _____ **City:** Jackson **State:** WY **Zip Code:** 83001
**Date of Expo:** Each Saturday July 11 - September 26, 2020
**Time of Expo:** 8am-12pm, 9/26 8am-2pm

**Business/Organization Physical Address:** Jackson Hole Farmers Market
**Post Office Box:** 744
**City:** Jackson **State:** WY **Zip Code:** 83001
**Business Phone Number:** (805) 698-5489
**Fax/email address:** jhfmts@gmail.com
**WY Sales Tax Number:** _____
**Federal Employers ID Number:** 30-1152267

** *List Information for all Owners/Officers/Partners* ***REQUIRED*** **(license will be DENIED if information incomplete)*

| NAME AS IT APPEARS ON DRIVER'S LICENCE | Driver License # | State | Date of Birth | Phone |
|---|---|---|---|---|
| Jenny May Sherwin | 106530-835 | WY | 10/22/81 | 805-698-5489 |
| | | | | |
| | | | | |
| | | | | |

**If property is rented/leased:**
**Owner's Name:** _____
**Owner's Mailing Address:** _____
**Owner's Phone Number:** _____
**Have you ever been convicted of a felony?** ☐ Yes ☒ No

The undersigned hereby certifies that the foregoing information is accurate and agrees to comply with all laws and ordinances of the Town of Jackson applicable to the subject matter thereof.

**Signed:** Jenny May
**Date:** 6/5/20

**Additional Information:** _____

**Exposition license will:**

☐ be for my business/organization ONLY.

☑ include 48 number of businesses or organizations. Attach list of ALL venders (attached)

**Business is:**

☐ a Sales Tax Collecting Business.

☑ a Non-Sales Tax Collecting Business.

**Have you obtained all necessary permits/inspections/fees, as required by the Town of Jackson?**

☑ Yes ☐ No If not, please explain: _____

**Will a sign or banner be posted?** ☑ Yes ☐ No

**** The above questions **MUST** be completed in order for you application to be processed.*

I, _____, do hereby swear and affirm the information I have supplied in this application is true and correct to the best of my knowledge. Further, I do hereby consent to the release of all medical, physical, criminal and any other information, including information of a confidential or privileged nature by any person(s) having such records for the purpose of checking my suitability to obtain the permit requested herein. I hereby release said persons, their organizations, and others from any liabilities or damage which may result from furnishing the requested information. A photocopy of this release is considered as valid as an original.

STATE OF WYOMING )
) S
COUNTY OF TETON )

SUSCRIBED AND SWORN TO BEFORE ME BY

this _____ day of _____ 20___

_____
signature of applicant

_____
Printed name of applicant

WITNESS my hand and official seal

_____
Notary Public

**Exposition License Fees**

| For Profit Businesses | Not For Profit Businesses |
|---|---|
| ***$100.00*** *per day for any event with 5 or fewer vendors* | ***$50.00*** *per day for any event with 5 or fewer vendors* |
| ***$200.00*** *per day for any event with more than 5 vendors* | ***$100.00*** *per day for any event with more than 5 vendors* |

For Official Use Only – Please Do Not Write Below This Line

**Zoning:** ☐ UC ☐UC2 ☐UR ☐AR ☐AC ☐SR ☐R ☐BC ☐NC ☐NC2 ☐OP ☐RB ☐BP ☐MHP

| Approving Department | Initials | Date Approved | Comments |
|---|---|---|---|
| Building Department | | | |
| Fire Department | | | |
| Planning Department | | | |
| Police Department | | | |
| Administration Department | | | |

☐ Application Approved

☐ Application Denied;

Reason: _____

| | |
|---|---|
| License Fee | $ |
| Date Paid | |
| Receipt Number | |
| Employee initials | |

| # | Booth # (s) | JHFM 2020 Vendors |
|---|---|---|
| 1 | | AgPro Technology Inc |
| 2 | | Annie's Thai Kitchen |
| 3 | | Baker's Gonna Bake |
| 4 | | Bear Root Bitters |
| 5 | | Big Hole Smoothies |
| 6 | | Chasing Paradise |
| 7 | | Corbridge Country Berries |
| 8 | | Cosmic Apple |
| 9 | | Creme de la Creme |
| 10 | | Bovine + Swine |
| 11 | | DePiero Fishing Co. |
| 12 | | Dinner's Ready |
| 13 | | Ellis & Jane |
| 14 | | Farmer Fred |
| 15 | | Fish Creek Gardens |
| 16 | | Fredette Maple Grove |
| 17 | | Haderlie Farm |
| 18 | | Hannah Cakes |
| 19 | | Heidi's Flowers |
| 20 | | Homestead Institute |
| 21 | | Humblebrew |
| 22 | | Jessica's Jellies |
| 23 | | Knit Together |
| 24 | | Kats Family Farm |
| 25 | | La Cremerie de Suzanne |
| 26 | | La Fiera |
| 27 | | Lockhart Cattle Co |
| 28 | | Mead Ranch (JH Natural Beef) |
| 29 | | Midnight Pie & Co. |
| 30 | | Morales Home Made/Rosa's Tamales |
| 31 | | Morning Dew Mushrooms |
| 32 | | Nom Nom Doughnuts |
| 33 | | Paradise Springs Farm |
| 34 | | PB&J's |

| | | |
|---|---|---|
| 35 | arches | **Porcupine Green House** |
| 36 | | **Roots Kitchen** |
| 37 | | **Sky High Cuisine** |
| 38 | | **Sticks & Stones** |
| 39 | | **Sweet Cheeks Meats LLC** |
| 40 | | **Swore Farm** |
| 41 | | **Tea Hive** |
| 42 | | **Teton Full Circle Farm** |
| 43 | | **Weidner Family/That Salsa Guy** |
| 44 | | **Winter Winds Farms** |

# SIGN PERMIT (SGN) APPLICATION

**Planning & Building Department**

150 East Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

*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/Business/Description: Jackson Hole Farmers Market on the Town Square

Physical Address: Town Square

Lot, Subdivision: _____ PIDN: _____

**PROPERTY OWNER.**

Name: Town of Jackson Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

**APPLICANT/AGENT.**

Name, Agency: Jackson Hole Farmers Market on the Town Sqaure Phone: 805-698-5489

Mailing Address: P.O.Box 744 Jackson WY. ZIP: 83001

E-mail: jhfmts@gmail.com

**DESIGNATED PRIMARY CONTACT.**

_____ Property Owner X Applicant/Agent

**GENERAL INFORMATION.** Have you attached the following? Please answer accordingly.

Yes ___ No ✓ Is this a multi-tenant building? Name of Building: _____

Yes ___ No ✓ Number of Tenants.

Yes ___ No N/A Length of building frontage in linear feet (1st frontage)

Yes ___ No N/A Length of building frontage in linear feet (2nd frontage if applicable)

Yes ___ No 3 How many signs are you planning to install/erect?

Yes ___ No N/A Dimensions of existing signage to remain.

Yes ___ No ✓ Do you have a Master Sign Plan?

**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/243/Sign-Permit for submittal requirements. Have you attached the following? Please circle.*

**Application Fees.** Fees are cumulative. Go to www.townofjackson.com/243/Sign-Permit 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.

Yes ___ No ___ **Proposed Signs.** Please provide the information requested for each sign.
Yes ___ No ___ **Required Drawings.** Please provide the following drawings as part of your application.
- Yes ___ No ___ A site plan, drawn to a recognized engineering scale, which depicts the property boundaries, building footprints, access and circulation, and the location of each proposed sign and any existing signs that will remain.
- Yes ___ No ___ Description of the dimensions, colors, materials and types of any existing signs that will remain. Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.
- Yes ___ No ___ Installation specifications, required set backs, height, and any structural details or specifications required for freestanding signs.
- Yes ___ No ___ Specifications for proposed lighting.

**PROPOSED SIGNS.** *Please fill out the following information for each sign as applicable. If you are proposing more than two signs, you may provide this information on an additional sheet. Go to www.townofjackson.com/243/Sign-Permit for an explanation of the sign requirements below.*

| | SIGN 1 | | SIGN 2 |
|---|---|---|---|
| Type: | Light Pole Banners | Type: | (2) Event Banners (Saturdays only) |
| Dimensions: | 2ft x 4ft | Dimensions: | 8ft. x 4ft. |
| Area (square feet): | | Area (square feet): | |
| Height: | 4 ft | Height: | 4ft |
| Clearance: | approx 15ft | Clearance: | 5ft |
| Setback property line: | | Setback property line: | |
| Sign color: | multi-color | Sign color: | multi-color |
| Sign material | vinyl | Sign material | vinyl |
| Lighting type proposed: | none | Lighting type proposed: | none |

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.

Jenny May Shervin
Signature of Property Owner or Authorized Applicant/Agent

6/5/20
Date

Jenny May Shervin
Name Printed

Market Manager
Title

# TEMPORARY SIGN PERMIT APPLICATION

**Planning & Building Department**

150 East Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

***First**, go to www.townofjackson.com/245/Temporary-Sign-Permit for process and other necessary information.*

**EVENT NAME:**

Event Name: Jackson Hole Farmers Market Physical Address of Event: Town Square

Description of Event: Farmers Market on the Town Square on Saturday Mornings Only (7/11-9/26)

Grand Opening ____ Yes ____ No X

**EVENT SPONSOR/APPLICANT:** Name:

Mailing Address: P.O.Box 744 Phone: 805-698-5489

E-mail: Jackson, WY. ZIP: 83001

jhfmts@gmail.com Non-Profit: X For Profit: ____

**TEMPORARY BANNER LOCATION: Consent from Property Owner Required**

Business/Description: Albertsons Grocery Store

Physical Address: 105 Buffalo Way, Jackson WY. 83001

Dates of Display: Weeks of 06/28, 7/19, 8/9, 8/16, 9/13, 9/20

Consent from Owner Obtained? Yes____ No X

Business/Description: ____

Physical Address: ____

Dates of Display: ____

Consent from Owner Obtained? Yes____ No____

Business/Description: ____

Physical Address: ____

Dates of Display: ____

Consent from Owner Obtained? Yes____ No____

Business/Description: ____

Physical Address: ____

Dates of Display: ____

Consent from Owner Obtained? Yes____ No____

**SUBMITTAL REQUIREMENTS.** Have you attached the following? Please answer accordingly.

Yes X No ____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes ____ No X Installation specifications, and any structural details or specifications required for freestanding signs.

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

Jenny May

Signature of Authorized Event Applicant

6/5/20

Date

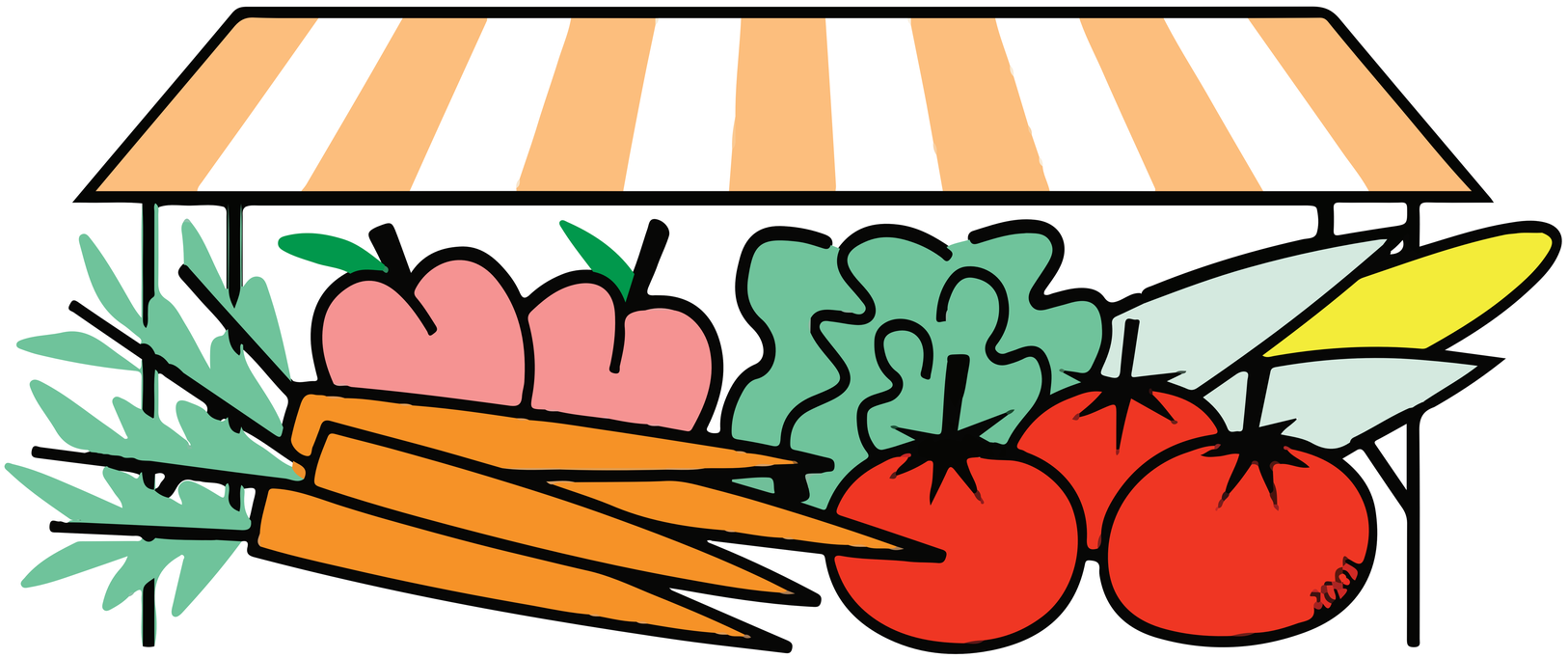
Jenny May Shervin

Applicant Name Printed

Market Manager

Title

# FARMERS MARKET



SPONSORED BY

BERKSHIRE HATHAWAY
HomeServices
Brokers of Jackson Hole
Real Estate

## ON THE JACKSON TOWN SQUARE

# SATURDAYS 8AM - 12PM

## www.JacksonHoleFarmersMarket.org

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 12 2019

JACKSON HOLE FARMERS MARKET
PO BOX 744
JACKSON, WY 83001

Employer Identification Number:
30-1152267
DLN:
17053133326029
Contact Person:
SHANNON M VANN ID# 17302
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
February 20, 2019
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

# TOWN OF JACKSON
# TOWN COUNCIL
## AGENDA DOCUMENTATION

**PREPARATION DATE:** June 11, 2020
**MEETING DATE:** June 15, 2020

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

**SUBJECT: Distribution of Free Pre-Packaged Ice Cream**

STATEMENT/PURPOSE
Approve special events including use of town public streets and sidewalks.

BACKGROUND/ALTERNATIVES
St. John's Episcopal Church and The Presbyterian Church of Jackson Hole are requesting permission to give out free pre-packaged ice cream throughout the Jackson community as a moral booster.

Starting on June 22, 2020, the applicants were planning on mobilizing a free ice cream distribution this summer. The ice cream distribution would take place in Jackson, south of town and in Wilson. The organizers would distribute ice cream on ebikes on select days during the course of the summer. They plan on coordinating efforts with the Sprout Mobile program that will be delivering food to area youth this summer. The organizers are aware that there are local ice cream businesses in town and have indicated that they would be sensitive in trying not negatively impact business to these ice cream shops.

COMPREHENSIVE PLAN ALIGNMENT
This event aligns with our Quality of Life which is important to our community. Providing these services for our community members in a manner that better achieves our Vision will enhance the livability and appeal of our community. Due to COVID-19 and the current health orders that are currently in place, this would allow the graduating senior class to have a socially distant celebration and recognition in town.

STAKEHOLDER ANALYSIS
The application has been submitted for review and comment to all Town departments.

FISCAL IMPACT
None

STAFF IMPACT
None.

LEGAL REVIEW
N/A

ATTACHMENTS
Special Event Application

## RECOMMENDATION

Should Council wish to approve the application, staff recommends approval be subject to the following conditions and restrictions:

1. The applicant will clean up any trash generated by this event.
2. The applicant gain the approval of the Teton County Health Department and follow all of the state and local health orders in place at the time of the distribution.
3. The applicant will not imped traffic (vehicular or pedestrian) in the operation of this event.
4. The applicant and participants will comply with any additional requirements provided by the Town staff or the Town Council.

## SUGGESTED MOTION

I move to approve the request made by St. John's Episcopal Church and The Presbyterian Church of Jackson Hole for the distribution of free pre-packaged ice cream as presented 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: Free Ice Cream Distribution

Name of Organization: St. John's Episcopal Church & The Presbyterian Church of Jackson Hole

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: Catherine Morahan

Email Address: catherine@stjohnsjackson.org

Work Phone: 3077332603 Cell Phone: 8043856997

## EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly
☐ Parade ☐ Festival ☐ Biking ☐ Education
☒ Other: Mobile Ice Cream Truck or Bike

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

Giving out free pre-packaged ice cream throughout Jackson community as a moral booster.

Location of Event: ToJ, South of town, Wilson Alternative Location: n/a

Date(s) of Event: begin in ideally in mid-June Event Operating Hours: midday

Event Set Up Begins Date: June 22, 2020 Time: noon

Event Clean Up Ends Date: Time:

# Special Event Application

## EVENT INFORMATION (Continued)

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

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): _____

***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: Liz Collins Cell Phone: 573-418-7704

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

| | | | |
|---|---|---|---|
| 0 | Large Street Barricades | 0 | "Road Closed" Street Signs |
| 0 | Small Sidewalk Barricades | 0 | "Local Traffic Only" Street Signs |
| 0 | 28 Inch Street Cones | 0 | "Detour" Street Signs |
| 0 | Candlestick Cones | 0 | 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: _____

n/a

**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: n/a

# Special Event Application

## TOWN SERVICES REQUESTS (Continued)

**START BUS** **(307) 732-8651**

☐ Event Specific Shuttle(s)

Please describe in detail your request: n/a

## VOICE / MUSIC AMPLIFICATION REQUESTS

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

If "Yes", please indicate times: Start Time:_____ Finish Time: 5 p.m.

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 certificat 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: Not needed. We will be distributing the ice cream to people where they

**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:

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:

All trash collected will be taken to St. John's Episcopal Church after the distribution to dispose of in our dumpster.

*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:
The trash from the packaged ice cream will not be recyclable.

*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: CM

# Special Event Application

## STANDARD CONDITONS 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: CM

# Special Event Application

## STANDARD CONDITONS 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: CM

# Special Event Application

## STANDARD CONDITONS 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: CM

# Special Event Application

## STANDARD CONDITONS 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: CM

# Special Event Application

## STANDARD CONDITONS 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 procument, 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: eSigned via SeamlessDocs.com Catherine Emily Morahan Key: d006bb9c9987956c6be92b86b94d9294
**Signature**

APPLICANT: Catherine Emily Morahan
**Printed Name**

DATE: 05/28/2020

TITLE: _____

# TOWN OF JACKSON
## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT**: PLANNING & BUILDING **PRESENTER**: PAUL ANTHONY

**MEETING DATE:** June 15, 2020

**SUBJECT:** TEMPORARY SIGN PERMIT – Tin Cup Challenge

STATEMENT/PURPOSE

To approve or deny relief from the Town's sign ordinance for the use of temporary signage not requiring a special event or exposition license.

BACKGROUND/ALTERNATIVES

The applicant has requested a temporary banner under Section 5.6.1.C.4.d of the LDRs to be located at:

1110 Broadway Avenue, McDonalds during:
July 1, 2020 to July 21, 2020

Section 6.5.1.C.4 of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

COMPREHENSIVE PLAN ALIGNMENT

Staff finds that the proposal is consistent with Comprehensive Plan.

STAKEHOLDER ANALYSIS

None

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

## ATTACHMENTS

Applicant Submittal

## RECOMMENDATION

The Planning Director makes no recommendation for the banner to be located in one location subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The site shall state the date(s) of the advertised "virtual shadow day."
4. The sign for Tin Cup Challenge may be installed at:
   1110 Broadway Avenue, McDonalds during:
   July 1, 2020 to July 21, 2020

## SUGGESTED MOTION

I move to **approve** the temporary banner in conjunction with Tin Cup Challenge subject to four (4) conditions of approval.

**(Although Staff is not making a recommendation of the application, the motion is made in the affirmative.)**

COMMUNITY FOUNDATION
OF TETON VALLEY

May 14, 2020

Town of Jackson
Planning and Building Department
Attention: Tiffany Stolte
150 E Pearl
Jackson, WY 83001

Dear Tiffany,

On behalf of the Community Foundation of Teton Valley, an affiliate of the Community Foundation of Jackson Hole (Tax ID #83-0308856), we are once again requesting permission to display a banner at McDonald's in Jackson for our 13th annual Tin Cup Challenge, a philanthropic giving period that benefits Teton Valley nonprofits. In past years, the Tin Cup event has been modeled after Old Bill's Fun Run, but due to the coronavirus, this year we will celebrate the Teton Valley community and support local nonprofits with an online presence. Having a banner at McDonald's will serve to alert the public of this year's change of approach in our philanthropic plans.

Our nonprofits serve all residents of Teton County, Idaho, and includes one organization located in Alta, Wyoming (St. Francis of the Tetons Episcopal Church). In addition, many of our participating nonprofits support recreation, programs, and natural resources that the Jackson Hole community utilizes and enjoys. Examples include Teton Valley Trails and Pathways, the Teton Valley Foundation which hosts the Music on Main summer concert series, and Friends of the Teton River. We continue to receive solid backing from Wyoming residents who historically donated to our nonprofits through Old Bill's, reinforcing that legacy of support across state lines.

The enclosed application is signed by me, John Finley, owner of McDonald's and former Community Foundation of Teton Valley Board Member, giving both my permission for the banner display and support for the cause. Please contact Brian Thysell, Program Manager for the Community Foundation of Teton Valley, if there are additional questions.

We greatly appreciate the endorsement of the Jackson Town Council for issuing this permit in previous years and invite you all to join us on July 18th to once again celebrate the legacy of generosity demonstrated by both sides of the Tetons.

Sincerely,

John Finley (McDonald's of Jackson Hole & former CFTV Board Member) & Brian Thysell (CFTV)

BOARD OF DIRECTORS

ASTRID WARDEN
*CHAIR*

GENE MARCOWKA
*VICE CHAIR*

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CLAIRE VITUCCI
*MARKETING & COMMUNICATIONS*

BRIAN THYSELL
*PROGRAM MANAGER*

PO Box 1523
Driggs, ID 83422
208-354-0230

Elevating lives through the power of generosity.

**TEMPORARY SIGN PERMIT APPLICATION**

**Planning & Building Department**

150 East Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

***First**, go to www.townofjackson.com/245/Temporary-Sign-Permit for process and other necessary information.*

**EVENT NAME:**

Event Name: Tin Cup Challenge Physical Address of Event: Online event due to Covid-19

Description of Event: Online celebration on Saturday, July 18 as the culmination of an 8 week charitable giving period for Teton Valley nonprofits. This year celebrates our 13th year.

Grand Opening _____ Yes _____ No X

**EVENT SPONSOR/APPLICANT:** Name:

Mailing Address: John, Finley, PO Box 929, Driggs, ID Phone: 801-721-1104

E-mail: webeburgers@hotmail.com ZIP: 83422

Non-Profit: _____ For Profit: _____

**TEMPORARY BANNER LOCATION: Consent from Property Owner Required**

Business/Description: McDonald's

Physical Address: 1110 Broadway, Jackson, WY

Dates of Display: 7/1/20 - 7/21/20

Consent from Owner Obtained? Yes X No____

Business/Description: _____

Physical Address: _____

Dates of Display: _____

Consent from Owner Obtained? Yes____ No____

Business/Description: _____

Physical Address: _____

Dates of Display: _____

Consent from Owner Obtained? Yes____ No____

Business/Description: _____

Physical Address: _____

Dates of Display: _____

Consent from Owner Obtained? Yes____ No____

**SUBMITTAL REQUIREMENTS.** Have you attached the following? Please answer accordingly.

Yes X No ____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes X No ____ Installation specifications, and any structural details or specifications required for freestanding signs.

*Under penalty of perjury, I hereby certify that I have read this application and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of the Town of Jackson 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 Authorized Event Applicant — Date: 5/21/2020

John Finley — Applicant Name Printed

Owner/CEO — Title

Illustration — Tin Cup Challenge Banner at McDonald's:

**Sign Dimensions:**

| | SIGN 1 |
|---|---|
| Type: | Banner |
| Dimensions: | 36" H x 360" W |
| Area (square feet): | 90 |
| Height: | 3 ft |
| Clearance: | +/- 6" from ground |
| Setback property line: | 13.5 ft |
| Sign color: | blue |
| Sign material | mesh vinyl |
| Lighting proposed: | n/a |

**Sample:**

# TOWN OF JACKSON
## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT**: PLANNING & BUILDING **PRESENTER**: PAUL ANTHONY

**MEETING DATE:** June 15, 2020

**SUBJECT:** TEMPORARY SIGN PERMIT – 4th of July Fireworks

STATEMENT/PURPOSE

To approve or deny relief from the Town's sign ordinance for the use of temporary signage not requiring a special event or exposition license.

BACKGROUND/ALTERNATIVES

The applicant has requested a temporary banner under Section 5.6.1.C.4.d of the LDRs to be located at:

100 E. Snow King Avenue, Snow King Ball Park during:
June 29, 2020 to July 6, 2020

Section 6.5.1.C.4 of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

COMPREHENSIVE PLAN ALIGNMENT

Staff finds that the proposal is consistent with Comprehensive Plan.

STAKEHOLDER ANALYSIS

None

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

## ATTACHMENTS

Applicant Submittal

## RECOMMENDATION

The Planning Director makes no recommendation for the banner to be located in one location subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The site shall state the date(s) of the advertised "virtual shadow day."
4. The sign for 4th of July Fireworks may be installed at:
   100 E. Snow King Avenue, Snow King Ball Park during:
   June 29, 2020 to July 6, 2020

## SUGGESTED MOTION

I move to **approve** the temporary banner in conjunction with Teton Board of Realtors 4th of July Fireworks subject to four (4) conditions of approval.

**(Although Staff is not making a recommendation of the application, the motion is made in the affirmative.)**

## TEMPORARY SIGN PERMIT APPLICATION

**Planning & Building Department**

150 East Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

***First**, go to www.townofjackson.com/245/Temporary-Sign-Permit for process and other necessary information.*

**EVENT NAME:**

Event Name: 4th of July Fireworks Physical Address of Event: Snow King ballpark

Description of Event: banner

Grand Opening _____ Yes _____ No X

**EVENT SPONSOR/APPLICANT:** Name: Teton Board Of Realtors

Mailing Address: PO Box 3736 Phone: 307-739-1180

E-mail: Jackson WY 83001 ZIP: 83001

Carma@tbor.org Non-Profit: X For Profit: _____

**TEMPORARY BANNER LOCATION: Consent from Property Owner Required**

Business/Description: Snow King ball park

Physical Address: Snow King Ave

Dates of Display: 6/29 - 7/6/2020

Consent from Owner Obtained? Yes____ No____

Business/Description: _____

Physical Address: _____

Dates of Display: _____

Consent from Owner Obtained? Yes____ No____

Business/Description: _____

Physical Address: _____

Dates of Display: _____

Consent from Owner Obtained? Yes____ No____

Business/Description: _____

Physical Address: _____

Dates of Display: _____

Consent from Owner Obtained? Yes____ No____

**SUBMITTAL REQUIREMENTS.** Have you attached the following? Please answer accordingly.

Yes ____ No ____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes ____ No X Installation specifications, and any structural details or specifications required for freestanding signs.

*Under penalty of perjury, I hereby certify that I have read this application and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of the Town of Jackson 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 Authorized Event Applicant — Date: 6/1/2020

Carma J Miller
Applicant Name Printed — Title: Executive Officer, Teton Board of Realtors

JACKSON HOLE FIREWORKS

# TOWN OF JACKSON
## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT**: Joint Housing **PRESENTER**: April Norton

**MEETING DATE:** June 15, 2020

**SUBJECT:** **Low-Income Multifamily Developer Consultant Contract with Summit Housing Group**

## STATEMENT/PURPOSE
Town Council ("Council") will consider the developer consultant contract with Summit Housing Group to develop low-income multifamily rental housing.

## BACKGROUND/ALTERNATIVES
Low-income rentals are one of the largest gaps in the community housing portfolio and they serve some of the most marginalized members of the community. The Housing Department's Intake Form data as of January 2020 shows that over 280 households (616 people) are earning less than half of median family income. On average, adults in these households work 1.13 jobs and over 60% of the households are paying more than 30% of their monthly income towards housing. These are the families and individuals who will qualify for low-income rental housing.

The Workforce Housing Action Plan Initiative 4C directs staff to seek state and federal funding and to provide technical assistance to private entities applying for state and federal funds for low income housing. The plan specifically identifies tax credits as a funding tool to be sought.

The RFQ was approved by Council March 23, 2020 and released the following day. (The staff report from the March 23 meeting is attached.) The RFQ included a scope with four tasks: 1) property identification; 2) Qualified Allocation Plan ("QAP") study and opportunity assessment, preliminary design; 3) project application; and 4) project development. The RFQ asked for pricing/fees for the first three tasks.

On May 18, 2020 Council directed staff to negotiate a contract for services with Summit Housing Group. The attached contract includes tasks one, two, and three from the RFQ. If the application is successful and receives funding, then a Development Phase Services contract will become effective. This contract will be drafted as part of task three: application to WCDA and will be reviewed by Council prior to the application deadline and submission.

## COMPREHENSIVE PLAN ALIGNMENT
Comprehensive Plan Policy:

- House at least 65% of the workforce locally. 5.1.a
- Focus housing subsidies on full-time, year-round workers. 5.1.b
- Provide a variety of housing options. 5.2.a

Housing Action Plan Initiative:

- Provide land as a public subsidy and build development partnerships. 2B
- Seek and support grants, tax credits, loans, and other sources of funding. 4C

## STAKEHOLDER ANALYSIS
Stakeholders include Town taxpayers, local working individuals and families, and business owners.

## FISCAL IMPACT

The Town currently has $1,094,845 in the Housing Supply Fund and $12,493 in mitigation fees. Staff anticipates using these funds to cover costs related to this RFQ. For tasks 1-3, the developer has a not to exceed amount of $58,610 if the application is unsuccessful and a not to exceed amount of $37,110 if the application is successful.

## STAFF IMPACT

This project will require extensive time from the Housing Director. The Planning Director and Community Development Director will both be involved with the project from a planning and development perspective. In late summer legal support will be required to draft a ground lease for the project.

## LEGAL REVIEW

Ongoing as needed.

## ATTACHMENTS

- Developer Consultant Contract

## RECOMMENDATION

Staff recommends approving the contract as presented today.

## SUGGESTED MOTION

I move to approve the developer consultant contract with Summit Housing Group as presented today.

# DEVELOPER CONSULTANT CONTRACT

**THIS DEVELOPER CONSULTANT CONTRACT** (**"Contract"**) is made and entered into effective as of the ____th day of June, 2020, by and between Summit Housing Group, Inc., a Montana corporation ("**DEVELOPER**") whose address is 283 W Front St., Ste. 1, Missoula, MT 59802, and Town of Jackson , a Wyoming municipal corporation ("**Town**") whose address is 150 E Pearl Avenue, Jackson, WY 83001.

## RECITALS

**WHEREAS**, the TOWN issued a Request for Qualifications ("**RFQ**") on March 24, 2020 seeking the services of a qualified developer to develop low-income multifamily housing within the Town of Jackson utilizing a combination of Low-Income Housing Tax Credits, HOME Investment Partnerships Program Funds, National Housing Trust Funds, Town funding and private funding; and

**WHEREAS**, DEVELOPER responded to the RFQ on April 24, 2020 and was selected by the TOWN on May 18, 2020 to complete the tasks set forth in the RFQ, which are, as more specifically described and set forth herein, 1) Property Identification, 2) Qualified Allocation Plan Study and Opportunity Assessment, 3) Application to the Wyoming Community Development Authority for Low-Income Housing Tax Credits, HOME Investment Partnerships Program Funds, and/or National Housing Trust Funds, and 4) Development of low-income multifamily housing, **(each a "Task")**; and

**WHEREAS**, the TOWN and DEVELOPER will enter into this Contract to provide for the first three RFQ Tasks only, hereinafter the "**Pre-construction Phase Services**," with provisions for adding the fourth Task, hereinafter "**Development Phase Services,**" which may only be added through an Amendment to this Contract. Alternatively to that Amendment, the TOWN may choose not to continue the Contract beyond the completion of Pre-construction Phase Services, reserving all rights to terminate the Contract; and

**WHEREAS**, the TOWN requires a developer competent to perform all Work necessary to complete the duties and obligations of this Contract in accordance with its terms and conditions, and able to do so within the Contract Time allocated herein; and

**WHEREAS**, the DEVELOPER asserts that it is competent and prepared to perform all Work necessary to complete the duties and obligations of this Contract in accordance with its terms and conditions, and that it is able to do so within the Contract Time allotted herein.

**NOW, THEREFORE,** in consideration of the mutual promises contained herein, including these Recitals, and for other good and valuable consideration identified herein, the TOWN and the DEVELOPER agree as follows:

# ARTICLE 1

## GENERAL CONTRACT PROVISIONS; DEFINED TERMS

1.1 Incorporation of Recitals – The foregoing Recitals incorporated herein and made a part hereof for all purposes as if fully set forth, constitute additional promises, representations and warranties of the Parties.

1.2 Applicable Version of Law or Standard – All Work shall be performed in accordance with the Applicable Laws and Regulations.

1.3 Defined Terms - Defined terms utilized in this Contract are set forth in this Article. Other definitions may be found in the individual Articles of this Contract to which they apply.

1.3.1 Amendment – A written modification of the Contract, identified as an Amendment, and executed by the DEVELOPER and the TOWN.

1.3.2 Applicable Laws and Regulations – Collectively, whether local, state, or federal, the "laws," "acts," "rules," "statutes," “codes,” "regulations," "ordinances," and the like, specifically including those of the Wyoming Community Development Authority, that apply to this Contract and Work performed hereunder. In each case Applicable Laws and Regulations is understood to be the current version in effect.

1.3.3 Contract Completion Date – September 30, 2020, unless extended by properly and formally executed Amendment.

1.3.4 Contract Time – The amount of time allowed under this Contract to complete all Work, calculated from the Effective Date to the Contract Completion Date, as the latter may be amended.

1.3.5 Contract Records - All information in any way relating to the Work, the Project or performance of the Contract, including but not limited to all:

- Financial and accounting records and information; and
- Correspondence, including internal communications, emails, field notes, file notes, diary entries, communications among the Town, the DEVELOPER, subcontractors and any governmental authorities; and
- Notices, orders, permits, opinions; and
- Survey data, including survey drawings, reports, maps, original computations and other data; and
- Ant materials, environmental and Project site testing records and certifications; and
- Work Product.

1.3.6 Development Phase Services – All Work, other than Pre-construction Phase Services, consisting of construction-related activities of the DEVELOPER for the physical development contemplated in Task 4; provided it is explicitly understood that the Development Phase Services and this definition will be set forth in the Amendment contemplated herein and in the Development Services Agreement.

1.3.7 Pre-construction Phase – The period commencing on the date of Effective Date of the Contract and ending on September 30, 2020. It is explicitly understood and agreed by the Parties that this end date may not be amended.

1.3.8 Project – The physical development contemplated in Task 4 and associated work; provided it is explicitly understood that the Project and this definition will be set forth in the Application to the Wyoming Community Development Authority that comprises Task 3 and in the Development Services Agreement.

1.3.9 Work – The furnishing of all labor, equipment, and incidentals necessary to successfully complete any individual Task or the entire Contract and the discharge of all duties and obligations imposed by the Contract.

1.3.10 Work Product – Contract Plans and Specifications, drawings, and all other documents, analysis, computations, models, computer programs, and information obtained or developed for the Project or in performance of the Contract, in or capable of being reduced to tangible paper-based, electronic, audio, or video format, whether or not designated as a deliverable under the Contract.

## ARTICLE 2
## CONTRACT DOCUMENTS

2.1 Contract Documents - For valuable consideration as stated herein, TOWN and the DEVELOPER agree to the terms of the agreement that are set forth in the Contract Documents, which include this Contract, the Development Services Agreement, and any Amendments or Addendums hereto.

2.2 Effective Date - The Contract shall become effective on the first date on which every party has signed this Contract.

## ARTICLE 3
## WORK OF THE CONTRACT

3.1 Pre-construction Phase Services - DEVELOPER agrees to provide all of the Pre-construction Phase Services. Pre-construction Phase Services shall include three Tasks:

3.1.1 Property Identification – DEVELOPER shall work with the TOWN PM, and other TOWN staff as necessary, to identify an appropriate property for a low-income multifamily housing development. This may include property acquisition and associated due diligence if the land is not already owned by the TOWN, development analysis, and any other due diligence necessary to effectively identify an appropriate property. One or more public hearings may also be required for this phase. If TOWN land is utilized it shall be ground leased to the single purpose ownership entity of the project. This lease

agreement or at a minimum documentation showing site control must be finalized prior to submitting a tax credit application. Site control is a requirement for any application.

3.1.2 Qualified Allocation Plan Study and Opportunity Assessment – DEVELOPER shall review and analyze the Qualified Allocation Plan released by the Wyoming Community Development Authority to identify opportunities to increase scoring, decrease negative points, and leverage changes made to the Qualified Allocation Plan, all in order to increase chances for a successful application and award of credits to the Project. This will include participating in the annual Qualified Allocation Plan training hosted by the Wyoming Community Development Authority. DEVELOPER will work with the TOWN PM, and other TOWN staff as necessary, on a preliminary design concept for the Project and should expect at least one public hearing and one community outreach session for this Task, though more of each or either of these public activities may be required.

3.1.3 Project Application – DEVELOPER shall be solely responsible for submitting a complete application to the Wyoming Community Development Authority for Low-Income Housing Tax Credits and possibly HOME Funds and/or National Housing Trust Funds. At least one public hearing will be required for this Task, though more may be required. TOWN and DEVELOPER will draft a conditional Development Services Agreement conditioned on the Wyoming Community Development Authority awarding credits to the Project.

3.2 Development Phase Services – This Contract shall include Pre-construction Phase Services only unless the Parties' conditional Development Services Agreement drafted as part of Task 3 is made an Amendment hereto, which is contingent upon, and can only occur after, the Wyoming Community Development Authority awarding credits to the Project. If such credits are awarded, the DEVELOPER agrees to provide the Development Phase Services described in this Article.

Development Phase Services shall include, but are not limited to:

- Physical development of low-income multifamily housing, including DEVELOPER leasing TOWN-owned property, obtaining all necessary permits and approvals from all applicable government agencies, and completing construction of, in accordance with the plans approved by the Town and diligently pursued to attainment of certificate of occupancy, the multifamily housing Project, all as will be more specifically set forth in the Development Services Agreement contemplated in Tasks 3 and 4.

- TOWN understands that a gap in the tax credit financing is likely. DEVERLOPER will employ all means and methods to reduce this likely gap. These means and methods would have to comply with all requirements of the Wyoming Community Development Authority, IRS code Section 42 and any other soft funding source that is available. TOWN understands that a partial or conditional award of tax credits could be given, and the amount of that gap would be determined by that partial award amount. TOWN and DEVELOPER would then have to agree upon the amount needed to fill the potential gap and satisfy the Wyoming Community Development Authority and other finance partners in the transaction.

## ARTICLE 4
## RELATIONSHIP AND ROLES OF THE PARTIES

A basic description of the main roles and responsibilities of the parties is provided below. The Work is to be accomplished in an interactive, team-oriented approach between the TOWN and the DEVELOPER.

4.1 **Independent Contractor** - The DEVELOPER is an independent contractor and not an officer, employee, or agent of the TOWN.

4.2 **Performance of Work -** The DEVELOPER covenants with TOWN to cooperate with the TOWN and utilize the DEVELOPER 's professional skill, efforts and judgment in furthering the interests of the TOWN; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers; and to perform the Work in conformance with the terms and conditions of this Contract and in an expeditious and economical manner consistent with the interests of the TOWN.

4.3 **Forms and Procedures -** The TOWN has developed or may develop procedures and forms for the administration and tracking of the Contract. The DEVELOPER agrees to abide by those procedures and use those forms.

4.4 **DEVELOPER'S Key Personnel -** The DEVELOPER 's Key Personnel shall consist of the following:

4.4.1 **Project Principal** – The Project Principal designated as having the lead responsibility for managing the DEVELOPER's organization for all Tasks is:

Name: Rusty Snow

Address: 283 W. Front Street, Suite 1, Missoula, MT 59802

E-mail Address: rusty@summithousinggroup.com

Phone / Fax Numbers: 406-960-4870 (p) 406-541-0997 (f)

The Project Principal will support the DEVELOPER's Key Personnel during the Pre-construction Phase and Development Phase Services to ensure the success of the Work and the Project, and will be available to the TOWN to assist in resolution of any issues.

4.4.2 **Project Manager** - The DEVELOPER's representative for all Tasks is the DEVELOPER 's Project Manager ("DEVELOPER PM"):

Name: Chad Householder

Address:_ 283 W. Front Street, Suite 1, Missoula, MT 59802

E-mail Address: chad@summithousinggroup.com

Phone / Fax Numbers: 406-545-4721 (p) 406-541-0997 (f)

The DEVELOPER's PM will supervise and coordinate all Pre-construction Phase Services and Development Phase Services and participate in all meetings unless otherwise directed by the TOWN. The DEVELOPER represents that the DEVELOPER PM shall have the authority to execute Contract Amendments on behalf of the DEVELOPER.

4.4.3 Architect of Record - The DEVELOPER 's Architect of Record for all Tasks is:

Name: Love Schack Architecture, P.C – Lindsey Love

Address: 285 E Little Ave, Driggs, ID 83422

E-mail Address: llove@loveschack.com

Phone / Fax Numbers: (505)-577-4266

The DEVELOPER's Architect of Record will be Love Schack Architecture, P.C during the Pre-construction Phase Services and Development Phase Services of the Contract on behalf of the DEVELOPER.

4.6 Key Personnel - The DEVELOPER 's Key Personnel identified in this Article shall be considered critical to the success of the Work and the Project and shall not be replaced without the written permission of the TOWN. If the DEVELOPER intends to substitute any Key Personnel, a request must be given to the TOWN at least thirty (30) Calendar Days (or such shorter period as permitted by the TOWN) prior to the intended time of substitution. Once a replacement for any Key Personnel is authorized, further replacement shall not occur without the written permission of the TOWN.

4.7 TOWN Representative and Contact Information – The TOWN's representative is the TOWN Project Manager ("TOWN PM"):

| | |
|---|---|
| Name: | April Norton |
| Address: | Jackson/Teton County Housing Department,<br>P.O. Box 574, Jackson, WY 83001 |
| E-mail Address: | aprilnorton@jacksonwy.gov |
| Phone Number: | (307) 732-0867 |

## ARTICLE 5
## DATE OF COMMENCEMENT; CONTRACT COMPLETION DATES

5.1 Commencement of Services – The DEVELOPER is authorized to commence the Work contemplated by the Contract upon the Effective Date.

When Development Phase Services are added to the Contract as contemplated by and set forth in Article 3, a Notice to Proceed ("NTP") will be issued by the TOWN to begin the designated or full Development Phase Services.

5.2 Contract Completion Date – All Work under this Contract shall be completed by September 30, 2020.

5.3 Time is of the Essence - All time limits stated in the Contract are of the essence.

5.4 Time Extensions -The TOWN and the DEVELOPER agree that timely completion of Tasks 1, 2 and 3 is essential to the success of the Project and involves unalterable deadlines of Wyoming state agencies, and that approval for time extension of the Pre-construction Phase cannot and will not be granted.

## ARTICLE 6

### CHANGES IN THE WORK

6.1 Amendments - Any change in Work proposed by either Party shall be applied to this Contract through an Amendment in accordance with the following procedure:

6.1.1 The Party seeking the change in Work shall submit its request in writing to the other.

6.1.2 The receiving Party shall have 5 business days to provide a written response to the request explaining its acceptance, denial, or acceptance with conditions of the request.

6.1.3 If the request for change in Work is accepted or accepted with conditions, in order to be effectuated, said acceptance shall be memorialized in an Amendment to this Contract.

6.2 Execution by the TOWN - Notwithstanding any provision in the Contract to the contrary, the TOWN PM has no authority to execute Amendments on behalf of the TOWN, and only duly authorized personnel of the TOWN may do so.

## ARTICLE 7

### SUBCONTRACTS AND OTHER CONTRACTS

7.1 General Subcontracting Requirements: DEVELOPER shall not employ any subcontractor, supplier, or other individual or entity whether initially or as a replacement, against whom Town may have reasonable objection. DEVELOPER shall not be required to employ any subcontractor, supplier, or other individual or entity to furnish or perform any of the Work against whom DEVELOPER has reasonable objection.

7.2 DEVELOPER's Obligations under Subcontracts:

7.2.1 No use of a subcontractor or supplier shall relieve the DEVELOPER of any of its obligations or liabilities under the Contract. The DEVELOPER shall be fully responsible and liable for the acts or omissions of all subcontractors and suppliers including persons directly or indirectly employed by them. The DEVELOPER shall have sole responsibility for managing and coordinating the operations of its subcontractor, supplier, including the settlement of disputes with or between the DEVELOPER and any such subcontractor or supplier.

7.2.2 The DEVELOPER shall include in each subcontract and require each subcontractor and supplier to include in any subcontract, all provisions necessary to make all of the provisions of the Contract fully effective as applied to subcontractors. The DEVELOPER shall indemnify

the TOWN for any additional cost based on a subcontractor or supplier claim which results from the failure of the DEVELOPER to incorporate the provisions of this Contract in each subcontract. The DEVELOPER shall provide all necessary instructions to its subcontractors and suppliers to enable them to properly perform their work.

## ARTICLE 8
## ACCOUNTING RECORDS

8.1 **Accounting; Audit Access -** The DEVELOPER shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the Contract; the accounting and control systems shall be satisfactory to the TOWN. The TOWN shall be afforded reasonable and regular access to the DEVELOPER's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, payroll records, memoranda and all other Contract Records relating to the Contract.

8.2 **Periodic and Final Audits –** The TOWN may, at its discretion, perform periodic audits of the Contract Records associated with the Contract. The DEVELOPER shall cooperate fully with the TOWN in the performance of such audits.

## ARTICLE 9
## HOURLY RATES FOR PRE-CONSTRUCTION COSTS; PAYMENTS

9.1 **Hourly Rates –** Pre-construction Costs shall be payable to the DEVELOPER based on the fixed hourly rates set forth in Article 16 on an actual-hours-worked basis up to a maximum, Not-to-Exceed ("**NTE**") sum. The TOWN agrees to compensate the DEVELOPER for all Pre-construction Phase Services Work performed under the Contract for the NTE price identified in Article 16 and according to fixed hourly rates for the personnel identified therein. The Pre-construction Costs are the entire cost of completing the Pre-construction Phase Services in accordance with all Contract requirements and Applicable Laws and Regulations, as contemplated by the Parties under the Contract, and further includes all DEVELOPER overhead and profit. The Pre-construction Costs shall be payable in accordance with this Article.

Unless otherwise provided in an Amendment hereto, if the DEVELOPER's costs for provision of Pre-construction Phase Services exceed the NTE price identified in Article 16, the DEVELOPER shall pay such additional cost without further compensation.

9.2 **Payments** - Based upon approved invoices submitted, the TOWN shall make payments to the DEVELOPER as provided below.

9.3 **Invoices of Pre-construction Phase Services Work Completed:**

(a) **Hourly Rates** – Invoices for Pre-construction Phase Services Work shall show the total hours worked for all personnel identified in Article 16. The cost shall be the total of the hours worked multiplied by the hourly rates identified in Article 16.

(b) **Expenditure Evaluation Progress Report** – The DEVELOPER shall also provide an expenditure evaluation progress report with their invoices summarizing Work accomplished during the month in which the invoiced Work was performed, Work planned for the following month, and progress percentage complete of Work in progress.

## ARTICLE 10
## FINAL PAYMENT

**10.1 Final Payment Accounting –** The DEVELOPER shall submit to the TOWN a final detailed accounting of the cost of the Work for Tasks 1, 2 and 3 together with the DEVELOPER's final invoice.

**10.2 Effect of Payment -** Neither approval of an invoice, a payment, or a final payment shall constitute acceptance of Work not conforming to the Contract Documents, or waiver of the right to assert overpayment or breach of contract or in any way limit the TOWN's remedies provided herein.

## ARTICLE 11
## TERMINATION

**11.1 TOWN's Right to Terminate Prior to Effectuation of the Development Services Agreement -** Prior to effectuation of the Development Services Agreement, the TOWN may terminate the Contract at any time without cause. Upon such termination, the amount to be paid to the DEVELOPER shall not exceed the Pre-construction Costs payable to the date of termination. If the TOWN terminates under this Article during the Pre-construction Phase, the TOWN shall be entitled to copies of, and shall have the right to use, all Work Product of the DEVELOPER and its subcontractors performed to the date of termination, and the DEVELOPER shall deliver copies of the same to the TOWN on request.

**11.2 TOWN's Termination for Default -** In the event of termination of this Contract by the TOWN for default, the DEVELOPER may be liable for damages or losses suffered by the TOWN because of the breach. The amount of damages or losses shall be limited to the amount paid to the Developer at that time.

**11.3 Defaults** - The following shall be considered defaults for which the Contract may be terminated:

**11.3.1** The DEVELOPER fails to perform any agreed-upon portion of the Work so as to endanger the DEVELOPER's performance under the Contract in accordance with its terms, and (A) continuance of such breach, default or failure for a period of 10 days after receipt by DEVELOPER of written notice specifying the nature of such breach, default or failure, or (B) if by reason of the nature of such breach, default or failure the same cannot be remedied within said 10 days, the DEVELOPER's failure to commence to cure such breach, default or failure within said 10 days or the failure, after commencing, to diligently pursue such cure to completion.

**11.3.2** The DEVELOPER made knowing or reckless misrepresentations, concealed facts, or failed to disclose information in the DEVELOPER's RFQ response, dated April 24, 2020. Such shall

constitute fraudulent inducement, and shall entitle the TOWN to recover reliance damages, in addition to any other available remedies to which it may show itself entitled.

11.3.3 Either Party violates any material provision of the Contract and (A) continuance of such violation for a period of 10 days after receipt by the violating Party of written notice specifying the nature of such violation, or (B) if by reason of the nature of such violation the same cannot be remedied within said 10 days, the Party's failure to commence to cure such violation within said 10 days or the failure, after commencing, to diligently pursue such cure to completion.

11.3.4 The DEVELOPER fails to comply with Applicable Laws or Regulations or the TOWN PM's instructions.

11.3.5 The DEVELOPER refuses or fails to supply enough staff, staff time, or skilled workers for prosecution of the Work in compliance with the Contract.

11.3.6 The DEVELOPER makes any assignment for the benefit of its creditors or files a voluntary petition under any bankruptcy or insolvency law, under the reorganization or arrangement provisions of the United States Bankruptcy Code, or under the provisions of any law of like import.

11.3.7 The DEVELOPER otherwise fails or refuses to faithfully perform the Contract according to its terms and conditions.

## 11.4 TOWN's Termination of Contract / Non-availability of Funds

11.4.1 The TOWN may terminate the Contract, in whole or in part, immediately upon notice to the DEVELOPER, or at such later date as the TOWN may establish in such notice, upon the occurrence of any of the following events:

11.4.1.1 The TOWN fails to receive, or fails to have adequate, funding, appropriations, allotments or other expenditure authority at levels sufficient to pay for the DEVELOPER's Work; or

11.4.1.2 Applicable Laws and Regulations are modified or interpreted in such a way that the Pre-construction Phase Services are prohibited, or the TOWN is prohibited from paying for such services from planned funding source(s).

11.4.2 The TOWN reasonably believes that sufficient funds are anticipated to pay all amounts due and contemplated hereunder, and hereby covenants and agrees that it will use its best efforts to obtain and properly request and pursue funds from which payments hereunder may be made, including making provisions for such payments to the extent necessary in the budget submitted for the purpose of obtaining funds, and will use its best efforts to have such budget approved. It is the TOWN's intention to make all payments due hereunder if funds are legally available for such purpose.

11.4.3 If, despite the above, the TOWN is not allotted or does not have sufficient funds for the next succeeding fiscal period by appropriation, limitation, grant, or other funds source lawfully available to it for such purposes to continue the Work and/or Project and make payments hereunder, the TOWN may terminate the Contract, by notice to the DEVELOPER, without penalty, and such termination shall not constitute an event of default under any provision of the Contract. The TOWN will give the DEVELOPER notice of such non-availability of funds within thirty (30) calendar days after it receives notice or determines such unavailability.

11.5 Quality of the Work - In the event of the TOWN's termination of the Contract, regardless of reason, the DEVELOPER shall remain responsible for the quality of the Work performed through the date of termination.

## ARTICLE 12
## REPRESENTATIONS, WARRANTIES AND CERTIFICATIONS

12.1 Representations and Warranties – The DEVELOPER represents and warrants to the TOWN as of the Effective Date of the Contract:

12.1.1 It has full corporate power and corporate authority to enter into and perform the Contract and to consummate the transactions contemplated hereby; the DEVELOPER has duly and validly executed and delivered this Contract to the TOWN and that the Contract constitutes the legal, valid and binding obligation of the DEVELOPER, enforceable against the DEVELOPER in accordance with its terms.

12.1.2 No material consent, approval, authorization, declaration or other order of, or registration or filing with, any court or regulatory authority or any third person is required for the valid execution, delivery and performance of the Contract by the DEVELOPER or its consummation of the transactions contemplated hereby.

12.1.3 There is no action, proceeding, suit, investigation or inquiry pending that questions the validity of the Contract or that would prevent or hinder the consummation of the transactions contemplated hereby.

12.1.4 The DEVELOPER's Project Principal, Project Manager and Architect of Record identified in Article 4 are duly appointed representatives and each has the authority to bind the DEVELOPER to any and all duties, obligations and liabilities under the Contract and any Amendments thereto.

## ARTICLE 13
## MISCELLANEOUS

13.1 Headings - The headings used in this Contract are solely for convenience of reference, are not part of the Contract and are not to be considered in construing or interpreting the Contract.

13.2 Integration and Binding Effect - The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature. The provisions of this Contract shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of TOWN and DEVELOPER.

13.3 Counterparts – This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

13.4 Joint Ventures and Partnerships – If the DEVELOPER is a joint venture or a partnership, each joint venture member or partner is executing this Contract on behalf of and thereby binds both itself and the DEVELOPER, and each joint venture member or partner shall be jointly and severally liable under this Contract.

13.5 Notices - All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested or by Federal Express, to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any Party, from time to time, may change its address for notices hereunder. Legal counsel for the respective Parties may send to the other Party any notices, requests, demands or other communications required or permitted to be given hereunder by such Party.

TOWN:
Town of Jackson:
Attn: Town Clerk
P.O. Box 1687
Jackson, Wyoming 83001

DEVELOPER:
Summit Housing Group, Inc
283 W Front St., Ste. 1
Missoula, MT 59802

13.6 Severability - The Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

13.7 No Waiver - Neither the failure of the TOWN nor the DEVELOPER to insist upon strict performance of any of the covenants and agreements of this Contract nor the failure by the TOWN or the DEVELOPER to exercise any rights or remedies granted to such Party under the terms of this Contract shall be deemed a waiver or relinquishment (i) of any covenant contained in this Contract or of any of the rights or remedies of the TOWN or the DEVELOPER under this Contract, or (ii) or the right in the future of

the TOWN or the DEVELOPER to insist upon and to enforce by any appropriate legal remedy a strict compliance with all of the covenants and conditions of this Contract.

13.8 Amendment - No waiver, consent, or modification of terms of the Contract shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, or modification, if made, shall be effective only in the specific instance and for the specific purpose given.

13.9 Ownership and Use of Work Product - All Work Product of the DEVELOPER arising from performance of the Contract shall be the exclusive property of TOWN.

13.10 Governmental Immunity – TOWN does not waive its governmental immunity by entering into this Contract and specifically retains immunity and defenses available to it as a governmental entity pursuant to Wyo. Stat. Ann. §1-39-101, et seq., and all other state law.

13.11 Applicable Law and venue– This Contract shall be governed by and construed in accordance with the laws of the State of Wyoming. Jurisdiction and venue for the enforcement of this Contract shall be found exclusively in the courts of Teton County, State of Wyoming. Each of the parties irrevocably submits to the exclusive jurisdiction of such courts in any proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Contract in any other court.

13.12 Gender and Number - Words of any gender used in this Contract shall be held to include any other gender, and any words in the singular number shall be held to include the plural (and vice versa), when the sense requires.

13.13 Titles - The titles and article or paragraph headings are inserted only for convenience, and are in no way to be construed as a part of this Contract or as a limitation on the scope of the particular provisions to which they refer.

13.14 Execution Authority and Tax Compliance Certification – The individual signing on behalf of the DEVELOPER hereby certifies and swears under penalty of perjury that s/he is authorized to act on behalf of the DEVELOPER, s/he has authority and knowledge regarding the DEVELOPER's payment of taxes, and to the best of her/his knowledge, the DEVELOPER is not in violation of any Wyoming tax laws.

13.15 Rights and Remedies. The rights and remedies of the Parties hereto shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threatened breach of any provisions hereof, it being the intention of this Paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as to law or otherwise.

## ARTICLE 14

### FORCE MAJEURE

**14.1 Force Majeure Event**. If DEVELOPER is delayed or hindered in or prevented from the performance of any act required under this Lease by reason of labor troubles, inability to procure material or labor, failure of power, restrictive governmental laws or regulations, riots, war, epidemics, pandemics, fires, natural disasters, or other reason of a like nature not the fault of the Parties, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. There must be a correlation between the event or circumstance and the obligation sought to be delayed. Where the force majeure event or circumstance substantially frustrates the purpose of this Lease without fault by the parties, the DEVELOPER's obligations may be fully discharged under the Contract.

**14.2 Invocation**. If a Party seeks to invoke this provision, it shall provide written notice of its intent to do so to the other as soon as practically possible, which notice must include (i) the Party's reason for invoking this force majeure provision, (ii) the correlation between the force majeure event and the obligation sought to be delayed or discharged, and (iii) an estimate as to the length of time the party anticipates being delayed, hindered or prevented from performing under this Contract.

**14.3 Notice**. No prevention, delay, or stoppage of performance shall be excused unless DEVELOPER notifies TOWN within ninety (90) days of such prevention, delay or stoppage that it is claiming excuse of its obligations under this Article.

## ARTICLE 15

### INSURANCE

**15.1 Insurance Requirements** – DEVELOPER shall maintain professional liability insurance, at its own expense, to protect TOWN from any negligent acts, errors, or omissions on the part of DEVELOPER, which insurance coverage shall not be less than one million dollars ($1,000,000). DEVELOPER shall furnish and deposit with TOWN certificates of such insurance policies to be maintained by DEVELOPER with evidence of payment of the premiums thereon obtained prior to the Effective Date of this Contract, and copies of all insurance policies obtained at any time thereafter during the term of this Contract.

## ARTICLE 16

### PRE-CONSTRUCTION PHASE SERVICES; HOURS AND HOURLY RATES

The following negotiated, fixed, hourly rates shall be used for payment to the DEVELOPER for all Pre-construction Phase Services Work. The estimated level of services, shown as estimated hours, will remain flexible within the maximum NTE and are subject to reallocation upon approval by the TOWN; however the hourly rates and the maximum NTE shall remain fixed. The Parties hereto explicitly agree that fees for Summit Housing Group and New West Building Company are only payable in the event the application does not receive an award allocation ("**Unsuccessful**").

| Task One: Property Identification | | | | | |
|---|---|---|---|---|---|
| Team Member Name | Team Member Role | Weighted average Hourly Rate | Hours | Percent Work | |
| Summit Housing Group | Developer | $115 | 20 | 24% | $2,300 |
| Love Schack Architects | Architect of Record | $112 | 15 | 18% | $1,680 |
| Onion Flats | Design Architect | $200 | 15 | 32% | $3,000 |
| Beyond Efficiency | Energy/Mechanical/Plumbing Engineer | $150 | 3 | 5% | $450 |
| TBD | Electrical Engineer | $130 | 3 | 4% | $390 |
| TBD | Civil Engineer | $130 | 5 | 7% | $650 |
| TBD | Structural Engineer | $130 | 0 | 0% | $0 |
| New West Building Const. | Cost Estimator | $100waived | 10 | 11% | $1,000 |
| **Totals** | | | **71** | **100%** | **$9,470** |

| Task Two: QAP Study and Opportunity Assessment/Prelim Design | | | | | |
|---|---|---|---|---|---|
| Team Member Name | Team Member Role | Weighted average Hourly Rate | # hours | % Work | |
| Summit Housing Group | Developer | $115 | 20 | 8% | $2,300 |
| Love Schack Architects | Architect of Record | $125 | 70 | 30% | $8,750 |
| Onion Flats | Design Architect | $200 | 50 | 34% | $10,000 |
| Beyond Efficiency | Energy/Mechanical/Plumbing Engineer | $150 | 30 | 15% | $4,500 |
| TBD | Electrical Engineer | $130 | 0 | 0% | $0 |
| TBD | Civil Engineer | $130 | 10 | 4% | $1,300 |
| TBD | Structural Engineer | $130 | 10 | 4% | $1,300 |
| New West Building Const. | Cost Estimator | $100waived | 10 | 3% | $1,000 |
| **Totals** | | | **200** | **100%** | **$29,150** |

| Task Three: Application to WCDA | | | | | |
|---|---|---|---|---|---|
| Team Member Name | Team Member Role | Weighted average Hourly Rate | # hours | % Work | |
| Summit Housing Group | Developer | $115 | 60 | 35% | $6,900 |
| Love Schack Architects | Architect of Record | $103 | 30 | 15% | $3,090 |
| Onion Flats | Design Architect | $200 | 10 | 10% | $2,000 |
| Beyond Efficiency | Energy/Mechanical/Plumbing Engineer | $126 | 0 | 0% | $0 |
| TBD | Electrical Engineer | $130 | 0 | 0% | $0 |
| TBD | Civil Engineer | $130 | 0 | 0% | $0 |
| TBD | Structural Engineer | $130 | 0 | 0% | $0 |
| New West Building Const. | Cost Estimator | $100 | 80 | 40% | $8,000 |
| **Totals** | | | **180** | **100%** | **$19,990** |
| | | | | | |

**Pre-Construction Phase Services NTE if Application is Unsuccessful: $58,610**

**Pre-Construction Phase Services NTE if Application is Successful: $37,110**

Summit Housing Group, Inc.

A duly organized corporation
of the State of Montana

By: _____
Name: Rusty Snow
Title: President

STATE OF MONTANA )
) ss.
COUNTY OF MISSOULA )

The foregoing instrument was acknowledged before me by Rusty Snow, as the President of Summit Housing Group, Inc., who is personally known to me or has established his identity and authority to me by reasonable proof, this ____ day of _____, 2020.

Witness my hand and official seal.

My commission Expires:

_____
Notary Public

TOWN OF JACKSON,

A municipal corporation
of the State of Wyoming

_____
BY: Pete Muldoon, Mayor

Date: _____

_____
ATTEST: Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING )
) ss.
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Pete Muldoon, as the Mayor of the Town of Jackson, and Sandra P. Birdyshaw, as the Town Clerk for the Town of Jackson, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this_____day of _____, 2020.

Witness my hand and official seal.

My commission Expires:

_____
Notary Public

# TOWN OF JACKSON
# TOWN COUNCIL
## AGENDA DOCUMENTATION

**PREPARATION DATE: JUNE 11, 2020**
**MEETING DATE: JUNE 15, 2020**

**SUBMITTING DEPARTMENT: PLANNING**
**DEPARTMENT DIRECTOR: PAUL ANTHONY**
**PRESENTER: PAUL ANTHONY/LEA COLASUONNO**

**SUBJECT: P20-113SELECTION OF CONTRACTOR TO PROVIDE NEW PERMIT APPLICATION AND TRACKING SOFTWARE FOR THE PLANNING AND BUILDING DEPARTMENT TO REPLACE TRAKIT SYSTEM.**

STATEMENT/PURPOSE

To 1) select Dude Solutions, Inc. (DSI) to provide a new permit tracking and application software system for the Planning and Building Department. This new system would replace the current TrakIt system, and 2) to execute a Subscription Agreement and a Statement of Work Agreement (SOW) with DSI.

BACKGROUND/ALTERNATIVES

The Town Planning and Building Department currently uses the software TrakIt to manage our planning and building permit reviews. In addition, we use the Caselle software system to approve/review contractors' licenses and business licenses, in coordination with the Administration Department. Using two systems for our reviews and licensing is inefficient and sometimes causes confusion for both the Town and the public. There has been periodic discussion over the years of finding a better system but no changes have been made.

Regardless, TrakIt recently notified the Town that the annual cost of the service was going to increase significantly from about $13,000/year to approximately $120,000/year in 2021. These types of massive increases do happen in the industry, often due to buyouts of smaller companies by larger companies. This cost increase was not considered reasonable by staff, so we had little choice other than to find a suitable replacement for Trakit this year. The search for a new system was conducted by staff from the Planning, Building, Legal, and IT departments. After looking into more than 12 – 15 different companies, and viewing full demonstrations for at least eight of them, staff is confident that DSI provides the best service for the best value. It is worth noting that the Public Works Department has been using a DSI product for a few years and they are very happy with its performance and customer service.

Our goal was not merely to replace TrakIt but to find a "one stop shop" system to better streamline and fully integrate our permit application processes across both the planning and building departments. For example, we wanted a system that could handle the submission/review/renewal/payment of all contractors' licenses and business licenses instead of relying on Caselle, something many of the competitors could not do. Staff believes the DSI software would be a substantial upgrade in quality and functionality from our current TrakIt and Caselle systems and would include the following key features:

- **Public portal** (via protected username and password): The public will log into DSI to submit all planning/building applications and licenses (i.e., no need for paper applications and greatly reducing the need to come to the office). The public portal will allow applicants to directly check the status of any application (theirs or someone else's), submit public comments, communicate with staff about

Town comments, resubmit materials, access historical permit data, and access much other data on other properties.

- **Automatic sufficiency check**: The program will be a "gatekeeper" that only accepts applications that have all required submittal materials and correct fees (this will save much time staff spends wrangling with applicants about their submittals and dealing with incomplete applications).
- **All digital review and markup of applications**: Staff will be able to fully review, markup/annotate (Bluebeam system), provide and share comments, and track multiple versions of applications using only digital files without the need for any confusing paper trail. This will greatly reduce the "version control" problems that we frequently manage.
- **Automatic bill pay:** All fees will be paid electronically (with exceptions if necessary), so no need for any handling of money and checks.
- **Reports:** System can run custom reports on permit data to enable regular tracking of development types, location, amounts, etc.
- **GIS integration:** The system will be fully linked to the Town's GIS system so that all the property data (approved permits, zoning, data from assessor's and clerk's offices, etc.) is quickly available. Trakit does not do this.
- **Inspection scheduling:** All requests for building and planning inspections can be done online through the portal by contractors/developers with much greater speed, organization, and response time.
- **Agenda tracking and legal notification**: The system will allow staff to automatically track and generate all required legal notices and agendas for Planning Commission and Council meetings.
- **Code compliance**: Active and past code compliance issues can be tracked better with less effort and more transparency. Also, all bonds and financial securities can be automatically tracked and notices sent.
- **Contractor's/Business Licenses:** The submission, review, approval, and renewal notices for contractor's and business licenses will be handled through this one integrated system with little or no need to coordinate with Administration Department to approve a license.

The DSI system will also greatly aid our effort to "go all digital" in our filing and record keeping system as we try to convert all our paper files to digital format. In short, the DSI system that will help the Town provide greater public transparency and access to information while and increasing staff's ability to process permits more efficiently, fairly, and consistently.

**Cost**

The cost of the DSI platform is approximately $47,000 for full setup/training and then approximately $18,500/year for a five-year contract with an annual escalation fee of 5% per year (Note: A discount cost of $12,387 was agreed to for the first year until July, 2021). In staff's research, this was a very competitive price for the scope of services. The initial contract term would be for five years, after which the Town is free to terminate or renew.

**Implementation Schedule**

DSI will transfer all data from the current TrakIt system to the DSI system, with significant assistance from staff. Once the data transfer has occurred and staff have been trained to use the new system, they will conduct final tests to make sure it works as expected and the Town will not sign off until we are satisfied with the product. The full implementation process should take about eight months, which would mean that we could go "live" with the new system around February, 2021, if the contracts are approved soon.

ATTACHMENTS

1. Statement of Work Agreement
2. Subscription Agreement

## FISCAL IMPACT

The fiscal impact to the Town would be approximately $47,000 for full setup/training and then approximately $18,500/year for a five-year contract with an annual escalation fee of 5%/year (Note: A discount cost of $12,387 was agreed to for the first year until July, 2021). Approximately $34,000 of this can be paid from existing unused funds in this year's budget (FY20), with the rest being paid with FY21 money and beyond. However, this fiscal impact is significantly less than $120,000/year for Trakit in 2021.

## STAFF IMPACT

In the short-term, the setup and training on the program will take approximately 150+ total hours of staff time from the Planning, Building, Information Technology, and Legal departments. The long-term impact should be positive as the system will make staff considerably more efficient and productive.

## LEGAL REVIEW

Complete. The Town Attorney has conducted extensive review of both contracts.

## RECOMMENDATION

The Planning Director recommends the selection of Dude Solutions, Inc. (DSI) to provide a new permit tracking and application software system for the Planning and Building Department (to replace TrakIt),as described above, and to execute a Subscription Agreement and a Statement of Work Agreement (SOW) with DSI.

## SUGGESTED MOTION

I move to authorize the Mayor to execute a Subscription Agreement and a Statement of Work Agreement between the Town and Dude Solutions, Inc. (DSI) for a $46,642 initial setup/training fee, a $12,387 initial year fee, and an $18,581/year fee for the next four years on a five year contract with an annual escalation fee of 5%/year, subject to any final review and approval by the Town Attorney.

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Dude Solutions

Software for Smarter Operations

**PREPARED FOR**

Town Of Jackson

Paul Anthony
Director of Planning
P.O. Box 1687
Jackson, WY 83001

**PREPARED BY**

Dude Solutions, Inc.

**PUBLISHED ON**

February 24, 2020

Dude Solutions

Software for Smarter Operations

This Statement of Work Agreement ("Agreement" or "SOW") is made and entered into by the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 ("Town" or "Client") and the DUDE SOLUTIONS, INC., Delaware corporation, of 11000 Regency Parkway No. 110, Cary, North Carolina 27518 ("DSI").

The current estimated Fixed Price for this Statement Of Work Agreement ("Agreement" or "SOW") is shown in the following table. This estimated cost breakdown is as follows:

**Pricing is based on unlimited users. Subscription includes public portal, GIS connector and parcel connector.**

| Solutions - Subscription | | |
|---|---|---|
| SmartGov Connector BlueBeam | | |
| SmartGov Connector Financial | | |
| SmartGov Connector Merchant | | |
| SmartGov - Enterprise | | |
| SmartGov Permitting | | |
| SmartGov Code Enforcement | | |
| SmartGov Business License | | |
| **Subscription Term:** | 12 months | **Subtotal:** $12,387.21 |

| Implementation & Services | |
|---|---|
| Custom Reports | |
| Data Migration | |
| Fees Configuration (Pages) | |
| Department Types / General Configuration | |
| Project Management | |
| Web-Based Training | |
| Digital Mark-up Tool Connector Configuration | |
| Financial Connector Configuration | |
| Merchant Connector Configuration | |
| Map Connector Configuration | |
| Portal Configuration | |
| Parcel Connector Configuration | |
| | **Subtotal:** $46,641.20 |

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| Total Initial Investment | $59,028.41 USD |
|---|---|

Initial term begins July 1, 2020 and expires June 30, 2021. The Annual Fee, as defined in the Subscription Agreement, for the initial term is $12,387.21

The annual fee for the First Renewal Term will increase to $18,581. The Annual Fee for the Second Renewal Term shall remain fixed at $18,581. Annual Fees for third, fourth and fifth Renewal Terms may increase by an amount not to exceed five percent (5%) over the immediately preceding Renewal Term.

Also included with the subscription is maintenance for all connectors (Portal, Parcel, GIS, Bluebeam, Merchant, Financial), the mobile app, unlimited data storage (single file limit size of 200MB), unlimited users, and use of all SmartGov modules. SmartGov subscription includes help desk, telephone and email support from 6:00 am – 6:00 pm MST. Complete software monitoring and maintenance, and regular releases providing fixes, patches, and ongoing feature enhancements. SmartGov is hosted on the Amazon Web Services cloud.

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## Definitions

In addition to the terms defined elsewhere in this SOW, the following terms have the following meanings:

**"Change Control Authorization"** or "CCA" means any request by the client to modify the scope of work, schedule, or costs will require preparation of a Change Control Authorization ("CCA" or "change order") form detailing the work to be performed, as well as the associated costs and schedule impact. Additional work will be performed only after both parties have duly executed the CCA. Scope of work changes may impact the project schedule and, if so, the project will be updated to reflect such changes upon CCA approval.

**"Closing Phase"** means the phase that represents the completion of a project where all metrics are finalized, all deliverables are complete and accepted by client, and all remaining billing/invoicing takes place prior to project closure and acceptance.

**"Deliverable Acceptance Form"** means the form that is a standard Project Management Office form used for client to agree to accept a deliverable as complete and final.

**"Escort"** means the client provided resource/person to take Dude Solutions, Inc. ("DSI") resources around client facilities and provide access to restricted areas agreeable between client and DSI as needed.

**"Executing Phase"** means the phase of the project where deliverables are developed and completed.

**"Fixed Price/Fixed Fee/Fixed Price Project"** means the project pricing includes all services, tasks, and expenses associated with the client project.

**"Monitoring and Controlling Phase"** means the phase for measuring project progression and performance and ensuring that everything happening aligns with the project management plan.

**"Onsite Services Completion"** means onsite services have been completed and when necessary, the Deliverable Acceptance form will be used to document the completion of deliverables provided during the onsite services visit.

**"Orientation Call" or "Project Kick-Off Call"** means the call/meeting which begins the project and expectations are set between DSI and the client.

**"Output Documents"** standard or custom documents generated from SmartGov "e.g. permits, Certificates of Occupancy, violation letters, business licenses, receipts"

**"Orientation Call Completion"** means the Orientation Call or Project Kick-Off Call has been completed and the project has begun and proper expectations have been set between DSI and the client.

**"Professional Services or Services"** means professional, technical, consulting and/or other services.

**"Project Completion"** means the project completion occurs when all deliverables of the project have been completed and accepted by the client via the Project Completion Acceptance Form.

**"Project Completion Acceptance Form"** means the form that is a standard PMO form used for client to agree to accept a project as complete and final.

**"Project Management Methodology"** means the manner and process used to deliver services projects.

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**"Project Management Office"** or "PMO" means the office that provides the oversight and standardized processes to consistently deliver projects in a concise, consistent, and standardized manner. The PMO manages and maintains the processes and standard templates utilized to manage DSI projects.

**"SmartGov Modules"** means the Permitting Module (permits for all departments), the code Enforcement Module, the Business Licensing Module, and the Recurring Inspection module.

**"Software Component Configuration"** means the components within the software have been configured per client specifications.

**"Statement of Work Acceptance"** means the signing and accepting of the terms of the Statement of Work document by client.

**"Support Engagement"** means the point in the project where implementation services end and product support begins.

**"System Configuration Completion"** means the configuration items within the software have been configured per client specifications.

**"System Level Configuration Items"** standard configurable items that are applied across departments and case templates.

**"Training Completion"** means the onsite or virtual training has been completed and when necessary, the Deliverable Acceptance form will be used to document the completion of deliverables provided for completion of the onsite or virtual training services.

**"User Acceptance Testing – UAT"** means that after the system is configured the client will have an opportunity to perform user level testing based on client developed test scripts. DSI will correct issues as documented and presented during this process.

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## Project Scope and Approach

**Implementation Process Overview**

In order to successfully implement the SmartGov application, DSI will work with Town Of Jackson to understand requirements necessary to configure and set up the SmartGov application to streamline processes related to permitting, planning/zoning, inspections, code enforcement and business licensing for your jurisdiction and citizens. Once the Town Of Jackson has reviewed, and approved these requirements and processes, DSI will configure and setup the application to support the Town Of Jackson's unique business rules.

Following the configuration and modeling work, DSI will train the Town Of Jackson's team using its jurisdiction-specific configuration. After training, DSI will work with Town Of Jackson to test the work performed and provide the necessary updates to successfully implement the solution. The system will then be ready to go live in production. If the Town Of Jackson purchases "Go-Live Support" packages, DSI will provide support for the period of time defined in the statement of work.

## Customer Implementation Engagement Sessions ("CIES")

Client project team representatives and DSI project team representatives will dedicate time to meet in person or via teleconference to maintain communication and conduct coordination of project activities and tasks.

**Deliverables**

Dude Solutions will provide the following task deliverables:

- Project Management Meeting Schedule
- Data Migration and Technical Design Meeting Schedule
- Configuration Meeting Schedule
- Meeting notes or recordings for all scheduled meetings

The client will provide the following resources or task deliverables:

- A complete project team roster, including email addresses, phone numbers, and roles / titles
- Necessary communication / information to allow all project schedules to be finalized
- Timely response to task-related emails or phone calls to enable on-time completion of all assignments
- A minimum of 24-hour notice if all minimum required members for any scheduled meeting cannot attend the meeting.

**Assumptions and Constraints**

- Initial proposed meeting plans from DSI will reflect the minimum recommended frequency, duration, participants (by job title or role), topics, and action items to address the full SOW
- Final meeting plan will be approved by the client key sponsor(s)
- Coordination and integration of the PM meeting, data migration, technical design meeting, and configuration meeting will align with the scope of the project, client organizational structure, and assigned resources
- The Client will provide dedicated knowledgeable technical resource available for questions
- The Client will provide a dedicated knowledgeable resource for data conversion mapping analysis

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- The Client will provide read only access and screen shots for various permits/case types to provide context to DSI data migration specialists
- The Client will provide resources for validation throughout the process
- Client will provide side-by-side data entry for 2 weeks prior to go-live
- Response time for questions is one business day
- DSI may require up to 3 backups of data for each database throughout the process

## Planning, Initial Set Up & System Level Configuration

Configuration begins with planning and analysis necessary to establish the overall configuration approach. After planning, and once the approach is documented and agreed to, DSI will set up the SmartGov environments to support implementation. DSI Consultants begin configuration with system level items or items that apply generally across all departments and types of configuration items.

Setup of environments to support SmartGov implementation and configuration of core items in each SmartGov module that are specific to Town Of Jackson 's requirements. These core items are defined/configured at the client level [i.e. these are configurable items that will be standard or shared across all departments and configuration types].

**Deliverables**

Dude Solutions will provide the following task deliverables:

- A Configuration Plan document that includes:
    - Identified current and future state business processes to be supported by the final product via the configuration work effort
    - Recommended approach to configuration that supports the identified business processes and activities
    - Configuration details for all permit, inspection, license, and code enforcement types to be configured in SmartGov. All templates required for creating the configuration types will be created in SmartGov based on requirements gathered in meetings with the client

- SmartGov Environments to support the implementation process including:
    - Configuration (Dude Solution access only for configuration)
    - Validation (client has access for testing, can be refreshed with configuration copy upon request)
    - Training

- Weekly configuration status reports (in PDF format) generated from the client specific configuration instance of SmartGov. These reports serve as the primary source to demonstrate core configuration elements, status, and needs
- Jurisdiction configuration, per Configuration Plan, to include as needed:
    - Parcel and/or address information management
    - Contact information management
    - Contractor license information management
    - Receipt/transaction information management
    - Inspection scheduling information management
    - Configurable screen display settings

- User configuration per Configuration Plan, to include as needed:

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    - Individual User Rights
    - Available Departments
    - Available Distribution Groups
    - Available Inspection Qualifications
    - Available Security Groups

- Job configuration per Configuration Plan, to include as needed:
    - Default list of available queued jobs
    - Queued job parameters

- Administrative & shared configuration rules per Configuration Plan, to include as needed:
    - Administrative processing rules where available in the configurable Jurisdiction Values list
    - Standard status options for cases, submittal items, workflow steps, step actions, inspection types, inspection actions, accounts, and intervals
    - Standard expiration rules
    - Standard online processing rules [for the portal]
    - Standard reports available across all case types

**Assumptions and Constraints**

- The Configuration Plan will be based on information delivered to, or collected by, the DSI Consultant within a specified time frame established at the project kick-off
    - During the development of the Configuration Plan, the client provides representatives for all work units with work activity to be supported by the final delivered product

- Client will provide access to the appropriate leaders and/or subject matter experts to ensure meaningful engagement at all required meetings and to ensure on-time completion of assigned action items
- Client will provide access/links to any public, or private, web sites or operating systems, if needed, to gather complete business requirements
- The Configuration Plan can meet client requirements and can be fully executed within existing product design in all modules

- The Configuration instance will be solely owned by the DSI Implementation team and serves as the primary source for the final delivered product design

- The Validation instance will be sole source used by the client to complete all assigned configuration UAT tasks

- The Training instance will be used solely by members of the client project team to assist in understanding SmartGov functionality. It will contain default data sets and serves as a temporary "sand box" for assigned users.

- The client will designate one person on their project team to serve as the final decision-maker for all system level configuration elements. These are configured settings that are shared across SmartGov modules, and/or are settings common to all departments / divisions / users

- When configuration tasks, or related work effort, requires information to be submitted to the DSI Implementation team in a specific file format or within specified parameters, the client is able to comply with these stated requirements

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- Note: If the client cannot provide information in the DSI standard format, the assigned Project Manager will determine if a formal Change Request or additional contracted SOW is needed to provide assistance in developing or converting the information into the desired format

## Module Case / Department Types

SmartGov implementation activities include the set up of case templates in one or more of these modules: Permitting, Licensing, Code Enforcement and Recurring Inspections. These case templates must be used to create records in SmartGov in each module. Your DSI Consultant will provide specific information about the minimum required elements to be configured for the case templates in each module; these required case template elements do vary by module.

**Deliverables**

Dude Solutions will provide the following task deliverables:

- Case template baseline elements, per the Configuration Plan, to include as needed:
  - Case record reference information
  - Template specific expiration, renewal or interval rules
  - Template specific default submittal list
  - Template specific details (custom attributes) that are required for any of the following: application intake, workflow step completion, inspection completion, fee calculation, or mandatory regulatory reporting
  - Template specific default workflow steps for Admin, Review, and Final work lists
  - Template specific default inspection list
  - Template specific list screens such as Bonds, Fixtures, Valuations, Violations, Citations, Lien, or Items
- Once baseline case template configuration is completed, any expanded configuration beyond baseline must be discussed during Configuration Meetings with the Consultant and approved by the assigned PM. Expanded configuration elements, if approved, may include
  - Non-essential custom attributes
  - Work step dependencies and due dates
  - Step actions and Inspection actions
  - Default Parent-Child case linkages
  - Workflow cycling feature
  - Template specific tab appearance
  - Standard note types and note codes
  - Standard condition types and conditions
  - Standard code references
  - Template specific report links

The client will provide the following resources or task deliverables:

- Specific lists of all types of applications, forms, or other documents that describe all services to be supported by SmartGov at the time of project "Go Live"
  - This list should be inclusive of all in-scope departments
  - This list should conform to requested formatting and scope instructions, as communicated by DSI

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- A PDF or Word version of all customer-facing documents (forms, letters, cards, etc.) expected to be generated by SmartGov
- A publicly accessible URL, or electronic copies of reference information, that provide all pertinent state, county or local regulatory information that are known to impact business operations to be supported by SmartGov
- A fully approved version of the template validation workbook
- Approval via email or other written correspondence of any other identified forms, as requested by the Consultant

**Assumptions and Constraints**

- The scoped number of department templates for this SOW are not to exceed 55 types. If the number of department types identified during the configuration work effort exceed the number of types scoped for this SOW, the additional types may be introduced into the scope of the project via the DSI CCA process once signed and approved by the DSI Project Manager and the client Project Manager.
- Case template configuration will be completed within existing product design in each module.
- DSI will configure each application or request type in the SmartGov module that best supports the associated workflow. The primary goal of configuration of case templates is to optimize SmartGov capability
    - Note: This assumption means that recommended case template configuration may or may not align with current internal customer naming convention or legacy system design
- The total number of case templates to be configured across all modules will be stated in the Configuration Plan. This total may vary from the initial sales order, where applicable, if approved by the DSI Project Manager
- A complete list of case templates to be configured across all modules will be approved by the client key sponsor, or their delegate, no later than the third Configuration Meeting
- Baseline configuration for case templates identified in the Configuration Plan will be completed before any expanded template configuration work will be done
- Baseline configuration for case templates listed in the Configuration Plan will support the end-to-end work steps that correspond to each default SmartGov Process State in the applicable module.
- If case templates or department types are identified during the configuration work effort, that are not documented in the original Configuration Plan or exceed the number of types scoped for this SOW, the additional templates or types may be introduced into the scope of the project via the DSI CCA process once signed and approved by the DSI Project Manager and the client Project Manager.
- Super Admin training will include how to maintain or update case templates

## Financial Setup and Fees Pages

Configuration of GL Accounts and Fee Codes as needed to support financial transactions for any business activity to be supported by SmartGov.

**Deliverables**

Dude Solutions will provide the following task deliverables:

- A weekly Fee List Report that reflects all configured active fees and their associated GL Accounts
- Configuration of permitting module fee codes necessary to support all configured case templates
- Configuration of Licensing module fee codes necessary to support all configured case templates

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- Configuration of Code Enforcement module fee codes necessary to support all configured case templates
- Configuration of Recurring Inspection module fee codes necessary to support all configured case templates
- Configuration of other fee codes required to support routine transaction activity including NSF ("Non-Sufficient Funds") fees, administrative fees, fines, regulated surcharges, convenience fees, and the like
- Configuration of fast track fees, deferred fees, and tax exempt fees within current product design.
- Configuration of the timing during the workflow process that each fee will be assessed and may have payment applied against the fee within current product design
- Configuration elements as needed to support online [ SmartGov portal] payments
- Setup and definition of Fees Pages

**The client will provide the following resources or task deliverables:**

- A copy of all current fee schedules for all in-scope departments and business functions
- A current list of GL Accounts
- The last two monthly or quarterly relative financial reports
- A copy of any other operating document that contains pertinent information regarding any assessed charges, surcharges, potential fines, etc
- Contact information for one or more subject matter experts in the appropriate finance departments. This is to facilitate efficient information gathering from both operating and finance departments / divisions. Finance Director, Kelly Thompson can be contacted at 307-733-3932, x1250

**Assumptions and Constraints**

- All fee codes will be configured within existing product design
- A GL Account list approved / authorized by the client's finance department is provided to the DSI Consultant. This GL Account list will be limited to accounts associated to fee codes to be configured in SmartGov
- GL Accounts and Fee Codes will be configured with product design parameters
- All configured fee codes will be derived from documented fee schedules or comparable client documentation provided to the DSI Consultant. Updated fee schedules or related documents that are provided after the initial versions may be incorporated into the final configuration if there is no adverse impact on the project schedule
- Fee codes will be configured to optimize SmartGov capability, and therefore may not be identical to legacy system fees
- Determination of the specific fee codes to be defaulted within each module case template will be determined by the designated client project team member
- Validation of case templates will include validation of fee code functionality
- User security rights will address fee code management within current product capability
- Super Admin training will include instructions for maintenance of GL Accounts and configured fee codes

## Portal Configuration Setup

Configuration of required elements to enable in-scope functionality associated with the SmartGov online portal, as stated in the Configuration Plan.

**Deliverables**

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Dude Solutions will provide the following task deliverables:

- A Portal Validation site to demonstrate and test Portal configuration
- Information regarding Portal set up options
- A Portal set up workbook template

The client will provide the following resources or task deliverables:

- A fully completed and approved Portal Set up workbook
- Any written content to be visible in portal that is not configurable
- Resources to test Portal configuration

**Assumptions and Constraints**

- The client will be responsible for taking steps to integrate the SmartGov portal into existing online sites
- Online payments will be enabled because Client purchased the Merchant Services connector
- The client will be able to determine the level of online integration with their business processes, within existing product design
- Portal configuration will occur along with configuration of module case templates.
- Validation tasks will include distinct tasks to approve Portal set up
- Portal user security will be defined using existing product functionality
- Super Admin training will include information about options for the client to maintain / update portal configuration

## Parcel Connector Setup

The parcel connector is an optional feature that is used to keep the parcel repository in SmartGov up to date. Parcel data that is typically maintained in a county assessor's system is used as the primary reference for modules in the SmartGov application. Parcel profile information, such as Parcel Number, Site Addresses, Current Owner, Legal Description, Section, Township, Range, Quarter, Subdivision, Block, Lot, and Neighborhood, is accommodated in standard data fields. Additional attribute data may also be stored in our custom detail area. Additionally, if the associated latitude and longitude data is available, those coordinates can be added to the parcel record to allow users to geographically locate information on the map.

**Deliverables**

Dude Solutions will provide the following task deliverables:

- A tested, working parcel connector along with a list of unresolvable errors to be addressed

**Assumptions and Constraints**

- Parcel Connector required fields supplied

## Map (GIS) Connector Setup

The Map (GIS) connector allows for the display and viewing of a geographical map based on parcel data provided in SmartGov. The Map (GIS) connector will display layers on the SmartGov map based on the clients current Geo-database.

**Deliverables**

- Map layers configured and available for display on the SmartGov map

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- Parcel layer registered in SmartGov for use with SmartGov popup
- Ability to turn layers on and off
- Training to configure layers going forward

**Assumptions and Constraints**

- Client will provide URL to ArcGIS REST Service with layers for SmartGov to consume and display on the map
- Layers are required to be hosted on an ESRI server
- Layers must be available via HTTPS
- Server must have valid security certificate issued by a digital certificate authority (not self-signed)
- Layer formats supported:
    - Map Services
    - Feature Services
    - Tiled Services
    - Web Map Service (WMS)

## Financial Connector Setup

The receipt extract for the Financial Connector is a job process that allows SmartGov to export data in electronic file format that can then be imported into an external financial management system ("FMS"). The purpose of receipt extract is to automate the export process and allows users to update their preferred FMS with the selected receipt data generated in SmartGov. The extract is provided in a comma delimited file format that is run as an on-demand job within the SmartGov application. The file format and export settings are fully customizable depending on the needs of the client FMS. These export setting will be defined early on during the planning phase, so all stakeholders have a clear understanding on the type of data that needs to be included in the extract file.

**Deliverables**

- Financial Reports with summary and detail information processed in the system:
- Receipt detail
- Reconciliation Reports
- Financial reports for daily extract validation

**Assumptions and Constraints**

- Client will provide Financial Management System ("FMS") data access for extracts
- Client to provide list of data elements for the connector integration
- FMS data will be extracted into a .txt file for SmartGov consumption
- Extract jobs can be scheduled or run manually

## Merchant Service Connector Setup

SmartGov's public portal can be configured to interface with 3rd party payment gateways to accept credit card transactions. SmartGov does not store any credit card information or other sensitive information relating to credit card transactions processed via the portal. Most payment gateway providers will transition the user from

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the SmartGov site to their own secure site in order to complete the transaction before redirecting the user back to SmartGov. This allows the payment gateway provider to maintain the secure information and pass only necessary information, such as a confirmation or transaction reports, to SmartGov.

The first step to implement the connector is for DSI to build the interface between SmartGov and the selected payment provider. If the provider is new, DSI will first need to build the technical backend process to enable electronic transactions to/from SmartGov. Once the initial backend setup is complete, SmartGov can be configured to process payments.

Each payment gateway provider has different sets of specifications that they require to be sent to their system to authenticate payment information. When DSI builds a connector to a payment gateway provider, a new option will become available in the Payment Vendor drop down menu on the Administration Portal Payment Configuration page. If a payment gateway provider does not have a connector to SmartGov, no option will be available in the drop down menu. The payment gateway provider should provide the necessary information to the Jurisdiction in order to complete the setup process. Administrators may be asked to provide additional URLs to SmartGov pages for navigation purposes.

**Deliverables**

- Configure the Merchant Service connector to process payments for client services and transactions processed in SmartGov
- Configure the 3rd party payment gateway to accept credit card transactions

**Assumptions and Constraints**

- SmartGov does not store any credit card information or other sensitive information relating to credit card transactions processed via the portal
- Merchant Services Gateway Payment Provider Partners include:
    - ACI Universal (Official Payments) – Integrated Level 1 Payment Process - Postback v2.4
    - Authorize.NET Service Integration method (SIM)
    - BridgePay
    - ETS Corporation – Hosted E-Com Payment Page Service v1.50<
    - First Data Global Gateway Connect v1.3
    - First Data Global Gateway E4
    - FISGlobal – PayDirect Web
    - GovPay
    - PACE Technology Engine
    - PayPal – Pay Flow Pro
    - Point & Pay – Parameter Passing v3.0
    - PayGov
    - Paymentus
    - Reliant Pay
    - TransFirst
    - US Bank – E-Payment Service v12.1 (Elavon)
    - Wells Fargo
    - XpressBillPay

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## Digital Markup Tool Setup

Configuration to support electronic plan review utilizing Bluebeam Prime Studio.

**Deliverables**

- Enable the Bluebeam connector
- Configure selected permit types to allow electronic plan review
- Configure specified submittal requirements for the electronic plan review process
- Instruction on the configuration and use of the Bluebeam integration

**Assumptions and Constraints**

- Electronic plan review is only available in the Permitting module
- Only .PDF files are eligible for electronic plan review
- Training in the use of Bluebeam software will not be included
- Client is responsible for any 3rd party licenses to be acquired for the connector

## Data Migration

Data Migration can be a complex process and demands that solid requirements are well defined in order to prepare for the data migration process. Many clients start out with "we want everything" migrated to SmartGov. However, experience has shown that once the requirements of data to be utilized in SmartGov have been reviewed, this often reduces the need for all information in legacy systems. Dude Solutions will help the client determine the real needs for data to be migrated from the legacy system to SmartGov. Decisions will be made jointly via a thorough analysis of the legacy system data and how or if the legacy data should be targeted to be migrated to SmartGov.

The consulting team will ask a series of questions, such as:

- What is the reason you want to migrate your data?
- What are your public data request requirements?
- What is the required retention period?
- What elements are required to meet the need? Once determined, this can expand or lessen the scope to include or eliminate other data points that need to be tracked moving forward
- Are legacy systems still available to extract data from?
- Do you need to report on this data?
- Do you need to be able to search for this data? What is the Search criteria? These questions will help us determine where to store data within SmartGov

The data migration process will include the following steps:

1. Define requirements

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2. Map data elements
3. Extract data
4. Transform data
5. Load data
6. Perform data validation with client
7. Resolve data issues
8. Validate resolution
9. Obtain fresh copy of data
10. Add migrated data to configuration
11. Validate data and system configuration
12. Perform end to end testing
13. Perform final data migration
14. Move to Production/Training environments
15. Migration sign-off

**Deliverables**

- Dataset assessment and set priorities with client
- Evaluate data quality
- Work with client to cleanse data prior to extract
- Map data elements
- Determine migration pre-requisites and sequencing
- Define migration approach based on requirements definition
- Create and execute validation checklists

**Assumptions and Constraints**

- Client will provide information related to:
  - Data Source
  - Database/Source Type (SQL Server, Access, Oracle, etc...)
  - Type of Data (tabular, documents, permits, financial, etc...)
  - Active data usage
  - Point of Contact who know the data structure and content usage

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- Provide data validation and testing resources

## Standard Reports (Included)

DSI will provide the client reports (reports and output documents) that includes standard reports. Normal modifications to these reports to entail updating client specific information and logos not related to data output.

**Deliverables**

- Standard reports
- Edits will be made to add client specific logo and information i.e. company name, address, phone

**Assumption and Constraints**

- Modification to standard reports will be related to Client branding and logos

## Custom Reports

SmartGov baseline implementation includes a defined set of standard reports that may be branded to be client-specific. This task can be included in the project when it is identified during the sales process that the standard set of reports is likely to be insufficient to meet the client's minimum business needs. DSI will work with the client to design and create a set of custom reports as defined in the requirements sessions. DSI will build custom reports to supplement standard reports. Custom reports are built to the client's specifications.

**Deliverables**

1. Task – Branding standard reports using the customer's logo and jurisdiction information:

2. Task – Create new reports based on Client requirements as scoped in this statement of work included in subscription costs.

3. Task – Add/Modify Existing Adhoc Reports Using Dude Community Development Adhoc Tool

- Move fields around, add additional fields, remove unnecessary fields, and add header or footer information
- Reports named on the SOW (Permit, Certificate of Occupancy, etc.)

**Assumptions and Constraints**

- Digital forms of all logos and the jurisdiction information are provided by client
- For each report that needs to be modified, client will provide an image of the report and the changes that need to be made with references to the field that needs to be added or removed
- For each report that needs to be added, client provides an image of how they want the report laid out with field references from Dude Community Development
- Not all reports can be modified in Dude Community Development Adhoc Tool. This is set to be fulfilled in future application development
- Supporting these custom reports will add additional time requirements to supporting the customer

Training covers functions related to all purchased modules.

# Training

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**Onsite / Online Training**

Onsite training will be performed at the client facility of their choice with the appropriate personnel, as determined by Client, present. The scope of training will be:

Training Options

- Onsite Training Package (4 days) (Includes Travel Expenses) $6,650.00
- Web-based Training Package (40 hours) $5,662.00

The Online Training Package is included in this proposal and if travel is feasible at the time that training is scheduled, a change order will occur.

**General Objective** – Provide comprehensive "Train-the-Trainer" training to a core group of Client staff SmartGov Users/Administrators in a clear and concise fashion. The training curriculum will follow the standard SmartGov training and will focus on preparing trainers to conduct training sessions for all client end users. The quote includes "custom services" to prepare training materials for the training.

**Procedure** – Training is divided into modules based on department and/or role, which are 1) Administrator Training; 2) End-User Training; 3) Adhoc Report Training; and 4) Digital Markup Training.

- User instruction focuses on the performance of day-to-day front desk functions conducted using SmartGov. User topics include permit and license processing, payment/fee collection, and case management

Dude Solutions provides all training materials/user manuals.

**Administrator Training**

SmartGov technical training is for Client's staff who will administer the program. The Client's SmartGov administrators will also participate in the initial trainer training.

System Administrator training covers all aspects of maintaining the SmartGov system at the client level. System administrators will learn how to create project templates, template values, map out the approval process, create a conditions library, and other tasks to help users manage projects in an efficient and consistent manner. The training also outlines how to add new users and assign appropriate roles and security levels.

Training Objectives:

- Create lookup lists
- Create and maintain templates
- Create workflow processes
- Set up and update fees and fee schedules
- Maintain active users and user roles
- Assign inspections to inspectors
- Manage reports and reporting groups
- Set up print configurations
- Manage project approval process
- Manage parcel information
- Manage complaint information

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**End-User Training**

Users will participate in SmartGov training and participate in UAT Testing and execute Test Scripts on a case-by-case basis.

The End-User Training is for student trainers and super-users through the complete operation of the various functional areas of the system, highlighting how operations and activities in specific areas affect others within the overall business context. At the end of this training cycle, the participants will understand how to perform specific operations and how the system works overall. Participants will also receive special tips on how to effectively coach and train others to use the application successfully.

Training covers functions related to all purchased modules.

**Adhoc Report Training**

Adhoc report training provides training for SmartGov's adhoc report tool, Exago. This training will provide the training necessary to create, format, organize, and schedule reports in Exago.

**Digital Markup Training**

Digital markup training provides users a thorough understanding of how to use the tools and features of the Digital Markup module within SmartGov. Participants in this training will learn how to upload electronic plan review documents and/or receive the documents via the citizen portal. Once the documents are deemed accepted, the user will learn how to route the documentation to various departments for time sensitive reviews. The users will also learn how to manage planning documents for markup. Corresponding deficiency letters will be generated based on comments entered during the plan review, and users will have multiple options for communicating this information to the applicant/contractor.

Training on the Digital Markup Tool must be purchased and provided separately by the Digital Markup vendor.

**Deliverables**

- Comprehensive training to all Client staff SmartGov Users/Administrators

**Assumptions and Constraints**

To facilitate training, we expect the client to provide:

- Internet access sufficient for instructor and trainees
- Laptop/Computers for client staff
- Projector
- Classroom/office location for on-site training

**Web-Based Training**

Web-based training will be delivered remotely by a SmartGov resource utilizing the DSI standard tool called "Zoom". Zoom is used to deliver remote training and meetings every day. Zoom provides the capability to present materials for training while having the participants either on the phone or using laptop/computer audio

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as an option. Zoom has a feature to allow different groups to divide up into breakout rooms for specific targeted training as needed. Sessions of training can also be recorded upon requested and provided to the client for retrieval from a DSI project manager's OneDrive site.

Web-based is a cost-saving financial alterative to onsite training and can be tailored to the needs of the client based on the project scope.

## Post Go-Live Support

DSI will provide the client with "Post Go-Live Support" which includes additional training, configuration support, reporting assistance, transaction based support, and work with the client on basic production related issues or questions for utilizing the system.

**Deliverables**

Provide production related post go-live support for 30 days after go-live date.

**Assumptions and Constraints**

- System configuration and all implementation tasks have been completed and client is using the SmartGov system in production

## Legendary Support

- Legendary support shall be made available following the expiration of Post Go-live Support and shall continue for the duration of the subscription.
- Technical support is available from 5:00 AM to 5:00 PM PST, Monday through Friday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve and Christmas Day. Please call 1-877-655-3833 or email support@dudesolutions.com (mailto:support@dudesolutions.com)for technical support. After hours inquiries are recommended to be reported via email and will be responded to the next business day.
- Our Legendary Support team will assist clients with product questions and how to's, and provide clients with documentation and training resources.
- Support also makes service promises to our clients: we answer the phone within 3 rings, clients always talk to a live person, , and we respond to all Support emails within an hour.
- Outside of Business Hours, when monitored performance is outside of DSI's established boundaries, alerts are sent to DSI on-call staff on a 24x7 basis. DSI on-call staff promptly begins investigations of received alerts. The on-call staff will triage the issue or alert additional support staff as required.

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## User Acceptance Testing "UAT"

DSI will work with the client to conduct User Acceptance Testing ("UAT") upon the completion of configuration and development tasks to confirm SmartGov functionality using the client's UAT Test scripts, developed by the client. Client will execute as many test scripts as necessary to Client's satisfaction and communicate to DSI the results of each test scenario as either pass or fail. DSI will review each UAT test log for issues and will assign these issues to the appropriate resource for resolution. DSI will have up to ten (10) calendar days to correct any item that fails a test, or provide a written explanation of when the failed item will be corrected. In the event a bug is identifide, the bug issue will be assigned to the DSI Engineering Team for assessment. DSI Engineering will then provide an estimated time frame for resolution. User Acceptance will not occur until all bugs, issues, and failed tests have been corrected. The client has the right to conduct additional UAT Testing for items within project scope.

### Deliverables

**DSI will provide the following task deliverables**

- SmartGov Validation environment ready for system User Acceptance Testing
- Review any discrepancies found by the client during UAT Testing
- Correct any material item that fails a test within ten (10) calendar days, or provide a written explanation acceptable to Client, whose acceptance of such explanation shall not be unreasonably withheld of when DSI will correct the failed item
- Identified software issues will be addressed by DSI Engineering for assessment. DSI Engineering will then provide an estimated time frame for resolution
- Provide tools for documenting UAT test scripts in the UAT testing Plan and issue tracking log as needed, client may use their own UAT Testing Plan document if available

**The client will provide the following resources or task deliverables**

- Create a User Acceptance Test Plan with scenario based test scripts to include end-to-end system and client business process functionality, system workflow, system configuration, data migration, interfaces, reports, etc
- Execute UAT Testing Plan
- Track and document test results
- Written acceptance of System User Acceptance Testing complete via the DSI Deliverable Acceptance Form

### Assumptions and Constraints

- The client will develop a UAT Test Plan
- The client will provide resources for User Acceptance Testing throughout the process
- The client will track and document test results in a mutually agreed format
- DSI will provide resources to address discrepancies

Upon successful completion of UAT Testing, Client will sign a DSI Deliverable Acceptance form, provided by the DSI Project Manager, to document their acceptance of UAT Testing and acknowledgement that UAT Testing has been completed successfully

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## Project Management

The Project Manager's primary goal is to deliver the project within defined constraints through planning, scheduling, and controlling those activities required to achieve the project's objectives and meet customer expectations.

DSI assigns a professional Project Manager and/or a professional Engagement Manager for every consulting engagement. DSI's Project Manager will have the primary responsibility for coordinating all activities for this SOW including scheduling resources, confirming project activities and that all project deliverable and defined activities are executed within the scope of this SOW. DSI's Project Manager will serve as the single point of contact for the project related to this SOW.

- The project kickoff meeting will include all participants being introduced, reviewing and understanding the delivery methodology, defining team roles and responsibilities, reviewing the communications and risk management plans, reviewing documentation templates, reviewing the SOW and project schedule.
- The Executing phase consists of DSI Project Managers directing and managing project progress through task execution, distributing project related information per the Communications plan, Quality Assurance per the SOW guidelines, project team development and coaching, and checkpoint meetings to review project progress during each work week, and weekly status meetings.
- The Monitoring and Controlling phase consists of the DSI Project Manager managing the quality assurance, deliverable validation, risk monitoring and control, performance monitoring to plan and schedule, and initiating corrective action measures.
- In the Closing phase, the DSI Project Manager will verify product and deliverable acceptance, perform final financial audits, project archive delivery and updates, and formal project completion acceptance from the customer.

Project Management activities include:

- Project planning and kickoff meetings
- Project schedule developed per SOW tasks, deliverables, and resource assignments
- Status reporting and status meeting
- Continuously communicating, planning, and scheduling updates
- Schedule and budget monitoring, and scope management
- Risk Management planning to continuously identify, analyze, and mitigate risks
- Action Item and decision tracking, as well as resolving and escalating issues
- Quality Control
- Change control management
- DSI project resource management
- Work product completion and deliverable acceptance management
- Project Completion Acceptance execution

### Project Timeline

DSI anticipates commencing this project on a mutually agreeable start date upon receipt of an executed SOW acceptance page ("Acceptance") found at the conclusion of this document. Within two weeks of the Orientation Call, the DSI Project Manager will schedule a mutually agreeable date and time for the project kick-

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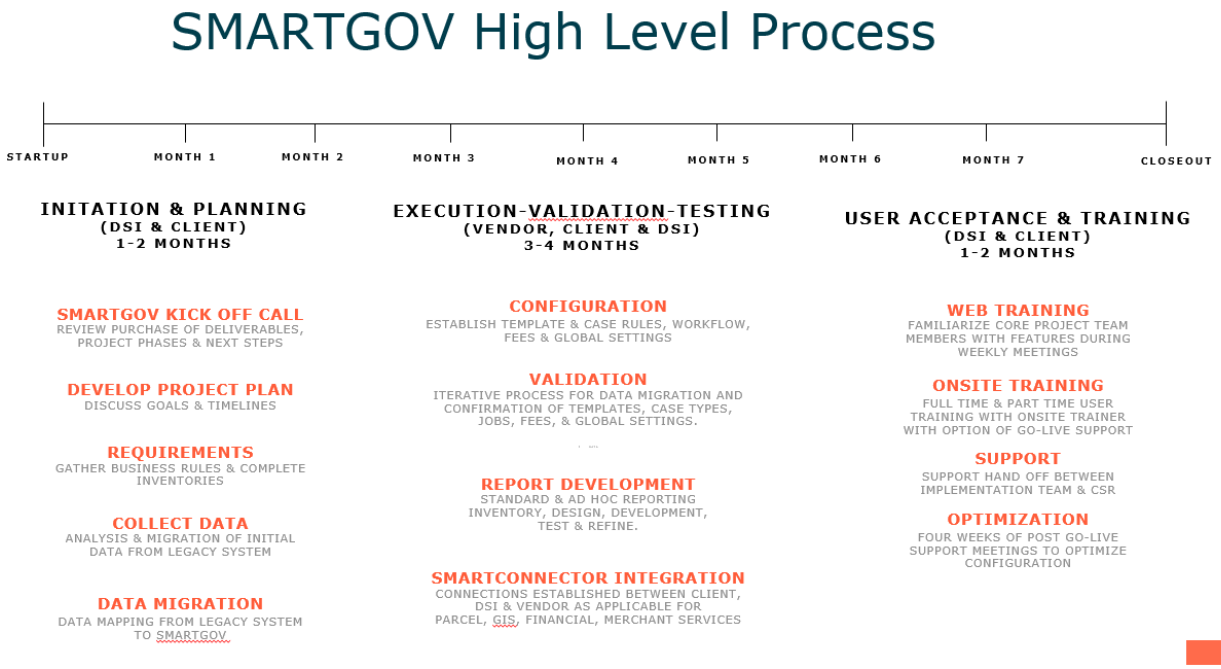
off meeting. As a deliverable of the kick-off meeting, the DSI Project Manager will develop a detailed project schedule in accordance with the SmartGov High Level Process Chart immediately below to be shared with the clients' project manager for review and agreement.

The following generic process will be followed for the implementation of this project. Below is a depiction of the generic process the DSI Project Manager/Engagement Manager will follow for the implementation, DSI and Client may modify this process in writing on mutually agreeable terms to reflect the scope of this project.




# Professional Services Invoicing / Billing

## Invoicing Terms

DSI will generate project invoices when the milestones as shown in the Investment table are completed pursuant to the project schedule developed in the Project Kick-off meeting and agreed-upon

Invoicing terms are Net 30. Invoices unpaid by Client after 30 days of the invoice date will bear interest at the lower of either (a) the rate of 1.5% per month calculated monthly or (b) the highest rate permitted by applicable law.

## Travel Expenses

**Travel expenses are inclusive in Dude Solutions pricing for your project.**

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## Cancellation Policy

**Cancellation and Rescheduling requests will be managed per the below policy:**

**Cancellation/Rescheduling Fees**: In the event that the Client requests to reschedule their onsite work date(s), Client must reschedule 14 days in advance of the scheduled onsite work. Any requests for rescheduling onsite work within the 14-day window prior to the scheduled onsite date, will require the Client to reimburse DSI the full cost of any **Cancellation Fees** and **Re-booking Fees** incurred.

**Definitions:**

- **Cancellation Fees:** Any actual fees incurred by DSI from its travel providers which are the result of the Client canceling work for scheduled date(s) which are not immediately rescheduled, including, but not limited to fees charged for airfare, train, rental car, and hotel.
- **Re-booking Fees:** Any change fees associated with changing travel arrangements to accommodate a rescheduled date requested by Client.
- **Force Majeure:** Client will not be held liable for Cancellation or Re-booking Fees incurred by DSI as a result of an act of God, such as an earthquake, hurricane, pandemic, tornado, flooding, winter super storm, winter weather that shuts down a facility, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service within a facility's power grid.

## DSI Project Team Roles and Responsibilities

The roles listed below comprise the DSI team supporting this project. *Due to the size and scope of the project, one person may play multiple roles, to be determined by* DSI *as appropriate.*

- **Senior Implementation Consultant:** The Senior Technical Consultant ("STC") will develop and deploy the solution and ensure that it meets the business requirements for the project. The STC's goal is to deliver a responsive system that complies with the functional specification. The STC defines, designs, and implements the features or products that meet the client's functional expectations.
- **Implementation Consultant:** The Implementation Consultants ("IS") primary role is to provide project implementation support by setting up a client's account, performing system configuration as defined in the scope of the project, creating/modifying templates as defined in the scope of the project, and creating or modifying standard or custom reports as defined in the scope of the project or requirements discovered during requirements gathering sessions.
- **Project Manager / Engagement Manager:** The Project Manager's ("Project Manager" or "PM") / Engagement Manager's ("Engagement Manager" or "EM") primary role is to deliver the project within the project's defined constraints through planning, scheduling, monitoring progress, controlling scope, and managing client expectations. The PM/EM manages the process to release the correct product on schedule and within budget.

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## Project Assumptions and Constraints

DSI has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Town Of Jackson to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact DSI's ability to successfully complete the project and will be addressed via a CCA process, as appropriate. Any changes in scope, schedule, or costs will be documented via the CCA process, whether there is a cost impact or not. Zero dollar CCA's will be used as mutual agreement documentation for scope and schedule changes.

## Project Assumptions

- Client business stakeholders must be available during regular business hours of 8:00am to 5:00pm MST, excepting all national holidays, and with at minimum ten (10) business days' notice for onsite visits and working phone conversations.
- DSI resources will be onsite as planned and scheduled.
- Prerequisite data gathering, related to an orientation call or requirements gathering session onsite, must be completed prior to scheduled onsite or orientation call date in order to maximize onsite consulting time and resource productivity.
- DSI is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the onsite visit.
- Regarding requested enhancements or new feature development, the request will be fully documented and delivered to the DSI software engineering team for review for product inclusion, definition, development, prioritization, and sprint release development and confirmation.

## General, Administrative, and Cost

- DSI must be in receipt of this SOW, signed by an authorized Client representative, prior to initiation of services including orientation calls or onsite visits.
- As applicable, designated deliverables must be approved in writing using the *DSI Deliverable Acceptance form*.
- Upon satisfactory completion of project, Client must provide project sign-off using the *DSI Project Completion Acceptance form*.
- DSI is not responsible for delays caused by Client, its contractors, or any third party vendors or third party service providers.
- All project documentation will be prepared in DSI standard format in Microsoft Word, Excel, PowerPoint, Project, Visio, and/or PDF.

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- **Any request** by Town Of Jackson to modify the scope of work, schedule, or costs will require preparation of a Change Control Authorization form detailing the work to be performed, as well as the associated costs. Additional work will be performed only after both parties have duly executed the Change Control Authorization. Scope of work changes will impact the project schedule which will be updated to reflect such changes upon Change Control Authorization approval.
- All on-site work will be conducted at Client's physical location. As required, appropriate Client personnel will be made available either at that location or via alternate means (e.g., conference call) for in-person meetings, tours, and ad-hoc meetings with appropriate personnel for additional fact finding, data gathering, and reiteration demos.

## Client's Support

- Client will provide the needed input, resources, and documentation to support the tasks contained herein.
- Client will assign a project manager/leader to coordinate activities, reviews, and the collection of information in support of this project and to act as a point of contact.
- Client team members will be identified and be part of the decision-making process as it relates to changes in process, applications, technology, etc.
- Client will provide assistance in the development of functional requirements and will confirm those requirements meet the project's overall business objective.
- Client business and technical staff must be available for team workshops, requirements gathering, data gathering, and/or consulting sessions.
- Client will be responsible for scheduling and coordinating all meetings and interviews involving other Town of Jackson teams, departments, internal management teams, or other necessary resources required for the success of this project.
- Client will provide DSI access to resources in a manner consistent with the proposed schedule and provide suitable designees in the absence of required resources.
- Client will provide adequate working facilities (i.e., desk, computer, telephone, contractor identification, access badge, parking pass, etc.) for DSI to perform any portion of this project that must be conducted at Client's facility and access to all applicable software, databases, tools, and systems at their facilities.
- Client will ensure that the consultant(s) are granted access to the facilities and/or systems required to conduct the necessary work defined in this SOW.
- Client will provide a knowledgeable Escort for data gathering, requirements gathering, tours, and access to restricted personnel as necessary.
- A minimum of 24-hour notice if all minimum required members for any scheduled meeting cannot attend the meeting. This will allow the meeting coordinator sufficient time to cancel or re-schedule the meeting.

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## Client Engagement Responsibilities

The below table demonstrates the anticipated client engagement responsibilities and level of effort involvement to ensure the success of the project.

| Role | Time (% FTE) | Responsibilities |
|---|---|---|
| **Implementation Project Lead** | 30-40% | • Serve as primary Person of Contact<br>• Work with Dude PM to plan and schedule client resources<br>• Manage the scope of the paid services in SOW<br>• Coordinate Client staff assignments<br>• Manage Client activities to meet schedule commitments<br>• Mitigate all implementation risks<br>• Define requirement/layouts of reports purchased<br>• Identify requirements for any connectors purchased<br>• Sign-off on completion of all implementation services delivered |
| **Subject Matter Experts (Multiple)** | 40-60% | • Attend Implementation/configuration meetings<br>• Define and provide input into configuration<br>• Attend User Acceptance and validation Training<br>• Validate data and configuration<br>• Develop UAT Test Scripts |
| **IT Lead** | 5-10% | • Manage infrastructure changes to support SmartGov<br>• Provide the data to be migrated from systems<br>• Mitigate any technical issues<br>• Coordinate technical assignments required to implement<br>• SMARTConnectors, including GIS and parcel data |

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| | | |
|---|---|---|
| **Data Validator / UAT Testing** | 20-30% | • Validate all data migrated<br>• Comprehend the data in the prior system and how it translates to Community Development<br>• Verify the data that was validated<br>• Participate in UAT Testing, execute test scripts and provide feedback |
| **System Administrator** | 10-15% | • Manage SmartGov Configuration<br>• Create user accounts<br>• Handle user access/privileges<br>• Reset passwords<br>• Supervise organization information changes<br>• Regulate system values<br>• Customize attributes<br>• Generate ad hoc reports<br>• Support internal usage of SmartGov |
| **Training Coordinator** | 10% | • Manage data within SmartGov, specifically:<br>• Accreditations<br>• Task lists<br>• Training Tracks<br>• Assessments<br>• Training Items<br>• Training Location (conference room, off-site, etc.) |
| **User** | Case-by-Case | • Participate in SmartGov training<br>• Participate in UAT Testing, execute Test Scripts |

## Change Control Authorization (CCA) Process

Any identified project scope or requirements changes will be addressed via DSI Change Control Authorization ("CCA") process and, only if processed and executed according to the CCA, will the prices and costs stated in this SOW be subject to change.

All facets of the project must be agreed upon, and any changes to the project must be requested and evaluated for impacts. Change control is an essential mechanism to monitor and document all project changes and deviations from the original scope and objectives of the project. All project changes must be requested via the project CCA process. The basic steps for a change are:

- The client team or DSI team discovers a need to change the project.

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- The authorized client project manager or DSI Project Manager is notified and a CCA is initiated.
- The written project change request is reviewed by all necessary parties and either accepted or rejected.
- If rejected, the change request is maintained in the project file for reference purposes.
- If the written change request is accepted, then:
    - All necessary signatures are recorded on the change request form
    - All affected documentation is revised to reflect the change(s)
    - Any adjustments to schedule, scope, and/or cost are made to the overall project plan
    - Copies of the official approved and signed CCA are forwarded to the customer project manager and DSI Project Manager for the documentation archive. DSI will forward a copy to the Project Accounting Team in the office to update the project information and budget (if necessary).

## Project Terms and Conditions

This SOW is entered into by and between DSI and Town Of Jackson pursuant to and subject to the terms and conditions set forth herein, including those specified below and the terms and conditions of the Subscription Agreement entered into between DSI and the Town of Jackson, executed on June 11, 2020, with the terms of the subscription agreement taking precedence in the event of a conflict.

- Acceptance by electronic signature is considered a valid and legally binding form of receipt.
- All orders are subject to credit approval.
- DSI reserves the right to require that overdue Client accounts be paid to current for all prior DSI completed projects before a new SOW can be executed.
- SOW must be accepted and signed by Client within 60 days after which DSI reserves the right to adjust or requote the engagement.

Employment and Subcontractors. DSI and Client agree that the employees of each may possess technical abilities that are in great demand and further agree that each party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore, DSI and Client each agree not to recruit or employ, either directly or indirectly, a present employee of the other during the term of this SOW between them, and for two (2) years following termination of this SOW. Client further agrees that during the term of this SOW and for six (6) months following the termination of this SOW, it will not, without DSI's prior written consent, engage any subcontractor which DSI utilizes to provide the services contemplated under the SOW should that be the case.

Q-173403

**Accepted by:**

**TOWN OF JACKSON,**

**A municipal corporation**

**of the State of Wyoming**

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_____

BY: Pete Muldoon, Mayor

Date: _____

_____

ATTEST: Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING )

) ss.

COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Pete Muldoon, as the Mayor of the Town of Jackson, and Sandra P. Birdyshaw, as the Town Clerk for the Town of Jackson, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this_____day of _____, 2020.

Witness my hand and official seal.

My commission Expires:

_____

Notary Public

Q-173403

Dude Solutions

Software for Smarter Operations

| | |
|---|---|
| | **Dude Solutions, Inc.**<br><br>**A Delaware Corporation** |
| | DocuSigned by:<br>Brian Benfer<br>0DAAD7731FE94E6... |
| | By: Brian Benfer, SVP Sales |
| | 6/11/2020 \| 10:26:53 AM PDT |
| | Date |
| | DocuSigned by:<br>Kelly Caputo<br>C3C10791979F48A... |
| | Attest Kelly Caputo General Counsel |
| | 6/11/2020 \| 10:33:27 AM PDT |
| | Date |

# SUBSCRIPTION AGREEMENT

This Online Subscription Agreement (this "Agreement") shall govern Town of Jackson's, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001, ("Subscriber" as defined below) access and use of the Service (as defined below) provided by Dude Solutions, Inc., a Delaware corporation of 11000 Regency Parkway Suite 110, Cary, North Carolina, 27518 (together with its affiliates, successors and assigns, "DSI"). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE ACCESSING AND USING THE SERVICE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

## Section 1.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "Access Credentials" means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Service.

1.2 "Account" means Subscriber's specific account where Subscriber subscribes to access and use Service(s).

1.3 "Account User" means each employee, consultant and contractor of Subscriber that has been granted Access Credentials.

1.4 "Affiliate" means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to "control" another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.

1.5 "Annual Fee" means the annual fee invoiced to Subscriber by DSI (or its sales agent) prior to the Initial Term and each applicable Renewal Term, which is required to be paid in order for Subscriber to be permitted to access and use the Service and, if Subscriber purchases a Connector Toolkit, the API.

1.6 "API Toolkit" or "API" means DSI's proprietary application programming interface and any accompanying or related documentation, software libraries, software tools, published specifications, and other materials, as amended from time-to-time in DSI's sole discretion.

1.7 "Beta Services" means DSI Services or functionality that may be made available to Subscriber to try at its option at no additional charge that is clearly designated as beta, pilot, limited release, early adoption, non-production, sandbox, evaluation or a similar description.

1.8 "Connector Toolkit" means DSI's add-on module that (i) enables DSI's Subscribers to integrate (import/export) Subscriber Data with the Service in batch-mode or real-time, and (ii) consists of the "Connecter Tool", which is a client-side executable program installed locally on Subscriber's computer, and the API.

1.9 "Confidential Information" means any non-public information and/or materials disclosed in writing or orally by a party under this Agreement (the "Disclosing Party") to the other party (the "Receiving Party"), which (i) is designated in writing as confidential at the time of disclosure, or (ii) with respect to non-public information disclosed orally, the Disclosing Party sends the Receiving Party a written notice to Receiving Party within 15 days after oral disclosure identifying the non-public information that was disclosed as its confidential information, including when, where, how and to whom such non-public information was disclosed. For avoidance of doubt, DSI's Confidential Information shall include the source code, data structure, algorithms and logic of the Applications and Service. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a Third Party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

1.10 "Content" means all of the audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Service. Notwithstanding the foregoing, Content does not include Subscriber Data.

1.11 "Community Development Services" means the SmartGov, ATS and ASMi software application(s) subscribed to by Subscriber pursuant to the Agreement, Documentation or Order Form. For avoidance of doubt, Community Development Services applies only to Subscriber's production instance and shall exclude all beta and early adopter programs, user interface (UI) or user experience (UX) changes, feature or functionality improvements, and enhancements where a workaround exists in production.

1.12 "Documentation" means the user documentation relating to the Service, including but not limited to descriptions of the functional, operational and design characteristics of the Service.

1.13 "DSI Data" means all data, information and other content provided by or on behalf of DSI Subscribers to any of the DSI Services.

1.14 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) and all regulations promulgated thereunder (45 C.F.R. §§ 160-164), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act and all regulations promulgated thereunder, as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), as amended from time to time.

1.15 "Implementation, Training and Support Program" or "ITSP" means DSI's comprehensive implementation, training and support program provided to DSI's Subscribers with respect to the Service.

1.16 "Intellectual Property Rights" means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of

authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

1.17 "Order Form" means DSI's ordering document or online order specifying the Services to be provided hereunder that is entered into between Subscriber and DSI or its Affiliates, including any addenda and supplements. Entering into an Order Form, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party.

1.18 "Privacy Policy" means the DSI privacy policy, as amended from time-to-time, which can be viewed by clicking the "Privacy" hypertext link located on www.dudesolutions.com.

1.19 "Service" means DSI's suite of Software-as-a-Service (SaaS) applications, products and services, as updated, enhanced or otherwise modified from time-to-time that are ordered by Subscriber on an Order Form or provided without charge (if applicable) and made available by DSI, including mobile components.

1.20 "Subscriber" means the legal entity identified on the Account.

1.21 "Subscriber Data" means all data, information and other content provided by or on behalf of Subscriber to the Service, including that which the Account Users input or upload to the Service.

1.22 "Third Party" means a party other than Subscriber or DSI.

**Section 2.0 Use of the Service and the API; Proprietary Rights**

2.1 Use of the Service and the API.

(a) *Service Subscription*. Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Annual Fees required hereunder), (i) DSI shall permit Subscriber's Account Users to access and use the Service(s) during the Term, including access and use of all of the Content contained in or made available through the Service(s), (ii) Subscriber shall be automatically enrolled in the ITSP (Implementation, Training and Support Program), if applicable, and (iii) DSI shall use commercially reasonable efforts to make available to Subscriber each of the components described in the ITSP, when applicable. Subscriber agrees that it shall use the Service(s) solely for internal business purposes, and access and use of the Service(s) and the ITSP shall be limited to Account Users.

(b) *API License*. Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Annual Fees required hereunder), provided that Subscriber is purchasing the right to use the Connector Toolkit, DSI hereby grants to Subscriber a limited, non-exclusive, non-transferable, revocable license (without the right to sublicense) to use and make calls to the API solely for the purpose of (i) extracting and transferring Subscriber Data from the Service to other Third Party applications used by the Subscriber for internal business purposes, and/or (ii) Subscriber's internal development efforts to develop applications to work in conjunction with the functionality and capabilities of the Service purchased by Subscriber ("Subscriber Applications"). Subscriber shall have no right to distribute,

license (whether or not through multiple tiers) or otherwise transfer the API to any Third Party or incorporate the API in any software, product, or technology.

(c) *Account Setup*. To subscribe to the Service, Subscriber must establish its Account, which may only be accessed and used by its Account Users. To setup an Account User, Subscriber must provide DSI (and agree to maintain, promptly update and keep) true, accurate, current and complete information for such Account User. If Subscriber or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, DSI has the right to immediately suspend or terminate Subscriber's Account and usage of the Service and the API and refuse any and all future use. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other Third Party. Subscriber may not transfer an Account User's Access Credentials and/or its right to access and use the Service to a different user. Subscriber shall be solely responsible for any and all activities that occur under its Account, including all acts and omissions of its Account Users. Subscriber shall notify DSI immediately of any unauthorized use of its Account and/or any other breach of security of the Service that it suspects or becomes aware of.

(d) *Subscriber Responsibilities*. Subscriber shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Service or the API; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement, including the limitations and restrictions set out in Section 2.1(e); (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Subscriber Data created by Account Users using the Service; (iv) access and use the Service solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Service on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) promptly update and upgrade its system as requested or required in order to ensure continued performance and compatibility with upgrades to the Service and/or API Modifications (as defined in Section 2.1(g)). Subscriber shall be responsible for any breach of this Agreement by Account Users and any access or Use of the Service by persons other than Account Users.

(e) *Limitations and Restrictions*. Subscriber agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of the Service or the API; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available the Service or the API, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use of the Service or the API to provide any Service Bureau Services ("Service Bureau Services" shall mean an entity providing outsourced services for a fee.) or any services on a similar basis; (iv) use the Service or the API in a way not authorized in writing by DSI or for any unlawful purpose; (v) use the Service or the API to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Service or the API; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Service or the API; (ix) interfere with or disrupt the integrity or performance of the Service, the API or the data contained therein; (x) access or use the Service or the API in order to replicate applications, products or services offered by DSI and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Service or the API or monitor the availability and/or functionality of the Service or the API for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Subscriber Application or otherwise, repackage or resell the Service, the API or any DSI data received via the API;

(xii) store, manipulate, analyze, reformat, print, and display the Content for personal use; and (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Service;.

(f) *Additional Service Guidelines*. DSI reserves the right to establish or modify general practices and limits concerning use of the Service. DSI shall provide at least thirty (30) days' prior notice of any such modification. DSI also reserves the right to block IP addresses originating a Denial of Service (DoS) attack. DSI shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Service or the API and the block may be removed once DSI is satisfied corrective action has taken place to resolve the issue.

(g) *API Modifications*. DSI may modify, amend, change, or deprecate all or part of the API in its sole discretion at any time (an "API Modification"). DSI shall use reasonable efforts to provide notice to Subscriber of any such API Modifications as soon as reasonably practical. Subscriber acknowledges that an API Modification may have a material adverse effect on any applications utilizing or relying upon the API (including Subscriber Applications), including but not limited to causing such applications not to operate as designed. DSI shall have no liability of any kind to Subscriber or any user of such applications with respect to such API Modifications or any adverse effects resulting from such API Modifications.

(h) *Controlled API Usage*. DSI may limit or suspend Subscriber's usage of or access to the API if, in DSI's sole discretion, Subscriber or Subscriber's use of the API are adversely affecting the performance or operation of the API or the Service. DSI shall use reasonable efforts to provide notice to Subscriber of any such actions as soon as reasonably practical.

(i) *Links to Third Party Websites*. To the extent that the Service links to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber's rights with respect to such website, application or service, unless otherwise expressly provided DSI. DSI shall have no obligations or liability arising from Subscriber's access and use of such linked Third Party websites, applications and services.

(j) *Beta Services*. From time to time, DSI may make Beta Services available to Subscribers at no charge. Subscriber administrator may choose to try such Beta Services or not in its sole discretion. Use of the Beta Services is at Subscriber's sole risk and may contain bugs or errors. Subscriber administrator may discontinue use of the Beta Services at any time, in its sole discretion. Further, DSI may discontinue any and all Beta Services availability at any time in its sole discretion without notice. NOTWITHSTANDING THE DISCLAIMER OF WARRANTIES IN SECTION 7.2(b) AND INDEMNIFICATION IN SECTION 7.3, BETA SERVICES AND DOCUMENTATION, ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DSI SHALL HAVE NO INDEMNIFICATION OBLIGATIONS AND NO LIABILITY OF ANY TYPE WITH RESPECT TO THE BETA SERVICES UNLESS SUCH EXCLUSION IS UNENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE DSI"S LIABILITY WITH RESPECT TO THE BETA SERVICES PROVIDED SHALL NOT EXCEED $500.00.

2.2 Proprietary Rights.

(a) Subscriber acknowledges and agrees that (as between Subscriber and DSI) DSI retains all ownership right, title, and interest in and to the Service, the API, the Documentation and the Content, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, "Derivative Works"), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by DSI based upon ideas or suggestions submitted by Subscriber to DSI, Subscriber hereby irrevocably assigns all

rights to modify or enhance the Service and/or the API using such ideas or suggestions or joint contributions to DSI, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Intellectual Property Rights in or to the Service, the API, the Documentation and the Content, other than the rights expressly set forth in this Agreement.

(b) DSI acknowledges and agrees that (as between Subscriber and DSI) Subscriber retains all ownership right, title, and interest in and to the Subscriber Data, including all Intellectual Property Rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants DSI and its Affiliates a non-exclusive, royalty-free license to: (i) access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of the Subscriber Data to fulfill its obligations under this Agreement. In addition, Subscriber hereby grants DSI a non-exclusive, royalty-free right to use aggregated and de-identified data generated and/or derived by DSI from the Subscriber Data (the "De-Identified Data") in order to improve the Services and DSI's performance hereunder, including without limitation, submitting and sublicensing such De-Identified Data to Third Parties for analytical purposes, provided that DSI shall take commercially reasonable efforts to conduct such de-identification in a manner that ensures that such De-Identification cannot be traced back to Subscriber.

(c) Subscriber acknowledges the Services may utilize, embed or incorporate Third Party software and/or tools (each, a "Third-Party Tool") under a license granted to DSI by one or more applicable Third Parties (each, a "Third-Party Licensor"), which licenses DSI the right to sublicense the use of the Third-Party Tool solely as part of the Services. Each such sublicense is nonexclusive and solely for Subscriber's internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or proprietary information of each Third-Party Licensor is Confidential Information of DSI under the terms of this Agreement and shall be protected in accordance with the terms of Section 8.

**Section 3.0 DSI Responsibilities**

3.1 Implementation, Training and Support Program (ITSP). During the Term DSI (or its agent, representative or designee) shall provide and maintain an ITSP program. During the Term, DSI shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve and Christmas Day ("Business Hours"), except Community Development Services, where Business Hours means 5:00 AM – 5:00 PM PST.

3.2 Professional Services. DSI shall provide and perform professional, technical, consulting and/or other services (collectively, "Professional Services") that are mutually agreed upon and described in one or more statements of work that expressly reference this Agreement. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect to the Professional Services being provided pursuant to such statement of work.

3.3 Service Levels.

(a) DSI shall use commercially reasonable efforts to make the Service available 99.9% of the time for each full calendar month during the Term, determined on a twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). Service availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with Internet service or Non-DSI Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Service by DSI pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Service, the total amount of time (measured in minutes) during an applicable calendar month when such Service is unavailable for the majority of Subscribers' Account Users due to planned Service maintenance. To the extent reasonably practicable, DSI shall give at least eight (8) hours prior electronic notice of Service maintenance events and schedule such Service maintenance events outside the business hours of 6:00 AM to 10:00 PM EST.

(b) DSI shall use reasonable efforts to ensure the availability of the API in accordance with the service levels described in Section 3.3. Notwithstanding the foregoing, DSI does not guarantee any required uptime, performance, or integrity of any third-party product, application or service that integrates with and/or otherwise utilizes the API (including, without limitation, any such product, application or service developed by Subscriber). Moreover, DSI shall not be liable to Subscriber or any Third Party for the unavailability of the API or the failure of the API to perform in accordance with its specifications. Subscriber shall not represent to any Third Party any availability or performance levels with respect to the API.

3.4 Protection of Subscriber Data. DSI shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, unauthorized access or disclosure of Subscriber Data. In addition, if Subscriber is a "Covered Entity" under HIPAA, DSI shall be Subscriber's "Business Associate" under HIPAA, and any Subscriber Data provided by Subscriber to DSI in their capacities as a Covered Entity and Business Associate, respectively, DSI and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to DSI). At all times during the Subscription term and upon written request of Subscriber within sixty(60) days after the effective date of termination or expiration of this Agreement, Subscriber data shall be available for Subscriber's export and download. Following the thirty (30) days after termination or expiration, DSI shall not be obligated to maintain Subscriber Data and shall delete or destroy what remains in its possession or control unless prohibited by law.

## Section 4.0 Third Party Interactions

4.1 Relationship to Third Parties. In connection with Subscriber's use of the Service, Subscriber administrator may elect to or not to: (i) enter into correspondence with and/or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service; (ii) purchase goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Service, the API and a Third Party provider; (iv) be offered additional functionality within the user interface of the Service through use of the API; and/or (v) be provided content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such activity, shall be solely between Subscriber and the applicable Third Party. DSI shall have no liability, obligation or responsibility for any such correspondence, purchase, promotion, data exchange, integration or interaction between Subscriber and any such Third Party.

4.2 Ownership. Subscriber is the owner of all Third Party content and data loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. DSI shall not comment, edit or advise Subscriber with respect to such Third Party content and data in any manner.

4.3 No Warranty or Endorsement. DSI does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by DSI as "certified," "validated," "premier" and/or any other designation. DSI does not endorse any sites on the Internet that are linked through the Service. DSI is providing these links to Subscriber only as a matter of convenience, and in no event shall DSI be responsible for any content, products, or other materials on or available from such sites. The limitations of liability shall apply to all Third Party Interactions.

**Section 5.0 Annual Fees**

5.1 Annual Fees. Subscriber shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Annual Fee for such Service subscription. Thereafter, DSI shall invoice Subscriber for each applicable Annual Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Unless Subscriber provides written notice of non-renewal in accordance with Section 6.1, Subscriber agrees to pay all Annual Fees no later than thirty (30) days after the receipt of DSI's applicable invoice. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information.

5.2 RESERVED.

5.3 Renewal Charges. DSI maintains the right to increase Annual Fees and other applicable fees and charges in connection with each Renewal Term as follows: i) The Annual Fee for the first and second Renewal Terms shall remain fixed at $18,581; and ii) The Annual Fees for the third, fourth and fifth Renewal Terms may increase by an amount not to exceed five percent (5%) over the immediately preceding Renewal Term. DSI agrees to provide Subscriber-90 days' notice of the rate that will be charged for the sixth Renewal Term.

5.4 Taxes. DSI's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If DSI has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 5.4, DSI (as DSI's collection agent) shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides DSI with a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber agrees to indemnify and hold DSI harmless from any encumbrance, fine, penalty or other expense which DSI may incur as a result of Subscriber's failure to pay any Taxes required hereunder. For clarity, DSI is solely responsible for taxes assessable against DSI based on its income, property and employees.

**Section 6.0 Term and Termination**

6.1 Term. This Agreement commences on the date Subscriber establishes its Account and continues until the Service subscription hereunder has expired or have been terminated (the "Term"). The initial term of the Service subscription shall be set forth on the Order Form (the "Initial Term"). Thereafter, the Service

subscription shall automatically renew for successive one year periods (each, a "Renewal Term") unless either party has provided written notice of its intent to not renew the Service subscription not less than thirty (30) days prior to the expiration of the then-current Initial or Renewal Term applicable to the Service subscription.

6.2 Termination of Agreement for Breach. Either party may terminate this Agreement (including its Service subscription and Account) prior to the expiration of the Term if the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach is given by the non-breaching party; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. Without limiting the foregoing, in the event of a breach that gives rise to the right by DSI to terminate this Agreement, DSI may elect, as an interim measure, to suspend Subscriber's access and use of the Service, the API (if applicable) and the Account until the breach is cured. DSI's exercise of its suspension right shall be without prejudice to DSI's right to terminate this Agreement upon written notice to Subscriber.

6.3 Termination for Convenience. Subscriber may terminate this Agreement (including its Service subscription and Account) at any time for convenience by providing DSI thirty (30) days' prior written notice to the following email address: notice@dudesolutions.com. Upon termination by Subscriber pursuant to this Section 6.3, Subscriber may request in writing and be granted a refund if DSI receives Subscriber's written notice of termination during the Initial Term, DSI shall refund to Subscriber any prepaid Subscription Fees of the Initial Term Subscription determined based upon the number of full months remaining in the Initial Term (based upon the effective date of termination). For avoidance of doubt, no refund shall be granted during a Renewal Term or with respect to Professional Services rendered.

6.4 Effect of Termination. Upon termination of this Agreement, (i) Subscriber's access and use of the Service shall automatically end and immediately cease, and (ii) DSI shall have no obligation to maintain the Subscriber Data or to forward the Subscriber Data to Subscriber or any Third Party after 60 days.

6.5 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 2.1(e), 2.2, 6.4, 7, 8 and 9. Termination of this Agreement, or any of the obligations hereunder, by either party shall be in addition to any other legal or equitable remedies available to such party, except to the extent that remedies are otherwise limited hereunder.

**Section 7.0 Representations, Warranties and Disclaimers**

7.1 Representations. Subscriber represents and warrants that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

7.2 Warranties.

(a) DSI represents and warrants that during the applicable subscription Term that: (i) Service will perform materially in accordance with the applicable Documentation, and (ii) DSI will not materially decrease the overall functionality of its Service. For any breach of this warranty in Section 7.2(a), Subscriber's exclusive remedy and DSI's entire liability shall be as described in Section 6.3 (Termination for Convenience).

(b) DSI represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this

warranty, Subscriber's exclusive remedy and DSI's entire liability shall be the re-performance of the applicable Professional Services.

(c) EXCEPT AS EXPRESSLY STATED HEREIN, THE PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. PARTIES DISCLAIM ALL REPRESENTATIONS OR WARRANTIES THAT: (I) THE USE OF THE SERVICES OR API SHALL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICES OR API SHALL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA SHALL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES SHALL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (V) ERRORS OR DEFECTS SHALL BE CORRECTED; (VI) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS-IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE PARTIES.

7.3 Indemnification.

(a) *Indemnity by DSI*. DSI shall defend and indemnify Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Service as expressly permitted hereunder infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber (x) promptly gives DSI written notice of the Claim; (y) gives DSI sole control of the defense and settlement of the Claim; and (z) provides to DSI all reasonable assistance, at DSI's expense. If DSI receives information about an infringement or misappropriation claim related to the Service, DSI may in its sole discretion and at no cost to Subscriber: (i) modify the Service so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the Service, or (iii) terminate this Agreement (including Subscriber's Service subscriptions and Account) upon prior written notice and refund to Subscriber any prepaid actual fees paid by Subscriber to DSI in the preceding twelve (12) months. Notwithstanding the foregoing, DSI shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Service in combination with any software or hardware not expressly authorized by DSI, (B) any modifications or configurations made to the Service by Subscriber without the prior written consent of DSI, and/or (C) any action taken by Subscriber relating to use of the Service that is not permitted under the terms of this Agreement. This Section 7.3(a) states Subscriber's exclusive remedy against DSI for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from Subscriber's use of the Service.

(b) Subscriber shall defend and indemnify DSI from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by DSI, in connection with any Claim alleging that the Subscriber Data, or Subscriber's use of the Service or the API is in breach of this Agreement, knowingly, maliciously, or willingly infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that DSI (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 7.3(b) states DSI's exclusive remedy against Subscriber for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from the Subscriber Data or Subscriber's use of the Service.

7.4 Limitation of Liability. IN NO EVENT SHALL DSI, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE AMOUNT OF ACTUAL FEES PAID BY SUBSCRIBER TO DSI PURSUANT TO THIS AGREEMENT AND ANY APPLICABLE SOW DURING THE TWELVE MONTHS PRIOR TO THE FIRST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL DSI HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF DSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR PRODUCTS LIABILITY. NOTHING IN THIS SECTION SHALL LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 5.0.

**Section 8.0 Confidentiality**

8.1 Protection of Confidential Information. The Receiving Party agrees that to the extent permitted by law it shall (i) hold the Disclosing Party's Confidential Information in strict confidence and shall use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care, (ii) not use the Confidential Information of the Disclosing Party for any purpose not permitted by this Agreement; (iii) not copy any part of the Disclosing Party's Confidential Information except as expressly permitted by this Agreement, (iv) limit access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement.

8.2 Compelled Litigation Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law or litigation to do so. The Receiving Party will give the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted in accordance with Section 9.3 Governing Law) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8.3 Records Requests. To the extent permitted by law, Subscriber shall treat as exempt from treatment as a public record, and shall not unlawfully disclose in response to a request made pursuant to any applicable public records law, any of DSI's Confidential Information. Upon receiving a request to produce records under any applicable public records or similar law, Subscriber shall immediately notify DSI.

8.4 Remedies. Recipient acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party unlawfully disclose breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

**Section 9.0 Miscellaneous**

9.1 Compliance with Laws. Subscriber will comply with all laws and applicable government rules and regulations insofar as they apply to Subscriber in its performance of this Agreement's rights and obligations.

9.2 Acceptance of Privacy Policy. All data and information provided by Subscriber through its use of the Service is subject to DSI's privacy policy, as amended from time-to-time, which can be viewed by clicking the "Privacy" hypertext link located within the Service. By using the Service, Subscriber accepts and agrees to be bound and abide by such privacy policy.

9.3 Governing Law. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of Wyoming, with venue in the Ninth Judicial District, Teton County, Wyoming, without regard to the principles of conflict of laws. Each of DSI and Subscriber hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

9.4 Relationship of the Parties. DSI is performing pursuant to this Agreement only as an independent contractor. DSI has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between DSI and Subscriber. DSI shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.5 Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

9.6 Assignment. Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. DSI shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

9.7 Force Majeure. Subject to the limitations set forth below, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party

promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

9.8 Legal Notices. All legal notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); or(c) by certified or registered mail, return receipt requested (upon verification of receipt). All legal notices required under this Agreement shall be effective when properly sent and received, refused or returned undelivered by certified mail, return receipt requested; or by an overnight delivery service providing proof of delivery as follows:

To DSI:

notice@dudesolutions.com or
Dude Solutions, Inc.,
Attn: Legal Department,
11000 Regency Parkway, Suite 110,
Cary NC 27518.

To Subscriber:

Town of Jackson
Attn: Town Clerk
P.O. Box 1687
Jackson, Wyoming 83001

9.9 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.10 No Third Party Beneficiaries. No person or entity not a party to the Agreement shall be deemed to be a third party beneficiary of this Agreement or any provision hereof.

9.11 Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.12 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon agreement by all parties or their heirs, legal representatives, successors, and permitted assigns.

9.13 Construction. This Agreement was negotiated by both parties hereto. As such, this Agreement shall not be construed against or in favor of any party by virtue of which party drafted it or any portion there.

9.14 Entire Agreement. This Agreement, and its exhibits attached hereto, is the entire agreement between Subscriber and DSI regarding Subscriber's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

9.15 Export Compliance. The Services, other technology DSI may make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Subscriber shall not permit any Account User to access or use any Service or Content in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

9.16 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connect with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify DSI.

9.17 RESERVED.

9.18 Modifications. This Agreement may be modified or amended only by a written instrument signed by the duly authorized representatives of Subscriber and DSI.

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

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

TOWN OF JACKSON,

A municipal corporation

of the State of Wyoming

_____

BY: Pete Muldoon, Mayor

Date: _____

_____

ATTEST: Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING )

) ss.

COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Pete Muldoon, as the Mayor of the Town of Jackson, and Sandra P. Birdyshaw, as the Town Clerk for the Town of Jackson, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this_____day of _____, 2020.

Witness my hand and official seal.

My commission Expires:

_____

Notary Public

**Dude Solutions, Inc.**

**A Delaware Corporation**

DocuSigned by:

Brian Benfer

0DAAD7731EF94E6...

By: Brian Benfer, SVP Sales

6/11/2020 | 5:35:43 AM PDT

Date

DocuSigned by:

Kelly Caputo

C3C10791979F48A...

Attest

6/11/2020 | 7:45:23 AM PDT

Date

EXHIBIT A

PRIVACY POLICY

## Introduction

We respect your privacy and are committed to protecting it through our compliance with this Policy. This Policy describes the types of information we may collect from you or that you may provide when you visit the website https://www.dudesolutions.com/ (including any successor URL, sub-domain and/or any syndication of the foregoing, collectively, our "Platform") and/or subscribe to and use any of our SaaS-based applications (our "Applications" and, together with our Platform), and our practices for collecting, using, maintaining, protecting and disclosing that information.

This Policy applies to any information that we collect on our Platform, including any information in any e-mails, posts, texts and other electronic messages between you and our Platform and any information about you transferred to our Platform from other websites. This Policy does not apply to any information that we collect by any other means, including offline collection.

**Please read this Policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, you can choose not to use our Platform. By accessing or using our Platform, you agree to this privacy policy. This Policy may change from time to time. Your continued use of our Platform after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.**

## Information We Collect About You and How We Collect It

We may collect several types of information from and about users of our Platform, including information by which you may be personally identified, such as name, postal address, e-mail address and telephone number. In addition, if we sell any goods or services on our Platform, we may collect information required for the payment of goods or services, including credit card numbers, security codes and other financial information. All of this information is cumulatively referred to in this Policy as "Personal Information".

The Personal Information we collect on or through our Platform may include information that you provide by registering to use our Platform, using our services, posting material, requesting further services or reporting a problem with our Platform. We will also retain records and copies of your correspondence (including e-mail addresses), if you contact us.

As you navigate through and interact with our Platform, we may automatically collect certain traffic data and usage information to help us manage our content and improve your use of our Platform. This may include information about your equipment, your IP address and your browsing actions and patterns when you visit our Platform, including the referring and exit pages. The technologies that we use for this automatic data collection may include cookies that are stored on your computer, small embedded electronic files known as web beacons (also referred to as clear gifs, pixel tags and single-pixel gifs) and other embedded code on our Platform that permit us to count users and obtain other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

We may obtain Personal Information and other data from integrated third party applications, programs and/or devices that you may elect to use in connection with our Platform ("Programs"). You should review the third party

privacy policies applicable to information transferred to us from Programs, since they may allow different or broader uses of that information than would be permitted by our privacy policy.

## How We Use Your Information

We use information that we collect about you or that you provide to us, including any Personal Information, to (i) present our Platform and its contents to you, (ii) provide you with information, products or services that you request from us or that we otherwise feel may be of interest to you, (iii) facilitate customer feedback in an effort to improve the performance of our company, including via customer satisfaction surveys performed by us or one of our third-party designees, (iv) provide you with the most personalized web experience possible, (v) evaluate and optimize the performance of our Platform, products and services, and (vi) fulfill any other purpose for which you provide the information. If you purchase products or services, we may transmit your Personal Information to payment processors. We may also use your Personal Information to notify you about changes to our Platform or any products or services we offer or provide through it and to carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection. We may also use the information that you provide in any other way that we describe when you provide the information and for any other purpose with your consent.

## Disclosure of Your Information

We do not sell your Personal Information. We may convert or combine some Personal Information of users into de-identified or aggregated data that does not disclose any of the Personal Information of any individual user. We may use and disclose any such de-identified or aggregated data without restriction.

We may disclose Personal Information to our subsidiaries and affiliates and to any contractors, service providers and other third parties who need to know such information to support our permitted uses of Personal Information. We may disclose such Personal Information to a buyer or other successor to our business in the event of a sale of equity or assets, reorganization, merger or a similar corporate transaction.

Some of the information that we collect from cookies, web beacons or other embedded code relates to your personal use of our Platform and allows us to store information about your preferences, speed up your searches and recognize you when you return to our Platform. Except as otherwise expressly provided in this Policy, this information is not shared with third parties. Other information that we collect from cookies, web beacons or other embedded code is not tied to your Personal Information and enables us to estimate our audience size and usage patterns. This traffic data may be shared with third parties without restriction.

We may also disclose your Personal Information for any other purpose disclosed when the information is provided, and for any other purpose with your consent.

We may also disclose your Personal Information to comply with any court order, law or legal process, including to respond to any government or regulatory request and to enforce or apply our online subscription agreement, terms of use or terms of sale, including for billing and collection purposes, or if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of our customers or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

## Social Media Sites and Widgets

If you log onto our Platform through Facebook or a similar social media site, certain information about you will be transferred to our Platform, and the fact that you have logged onto our Platform and some of that transferred information may be available to other users of the social media site. That information may be subject to the privacy policies of any such social media site and you should review those policies before using a social media site to log onto the Platform. Any such transferred information will otherwise be subject to the terms of this Policy.

You may be able to use social media widgets such as the Facebook Like button on our Platform. These widgets will collect your IP address and identify which page you are visiting on our Platform, and make your preference information available to third parties. The information collected by such widgets is controlled by third party privacy policies.

## Tracking

Tracking involves the use of cookies, web beacons or other embedded code or tracking technologies to collect, analyze and store information on a user's behavior over time on multiple sites, including information on the sites visited, products viewed, products purchased and other online interactions. Tracking information can be used to enable companies to make interested-based (behavioral) advertising available to users on multiple sites that they visit.

We do collect Personal Information about your on-line activities over time and across third party sites for tracking purposes. We do not allow third parties to collect Personal Information on the Platform that could be used by them to analyze and store information about your on-line activities over time and across third party sites for tracking purposes.

## Choices About How We Use and Disclose Your Information

You have certain choices regarding the Personal Information you provide to us. You can set your browser to refuse all or some browser cookies. If you disable or refuse cookies, some parts of our Platform may then be inaccessible or not function properly. If you do not wish to have your Personal Information used by us to promote our own or third parties' products or services, or if you do not want us to share your Personal Information with third parties for promotional or direct marketing purposes, such as delivering advertisements according to our advertisers' target-audience preferences, you can opt-out by sending us an e-mail stating your request to notice@dudesolutions.com. For this opt-out to function, you must have your browser set to accept browser cookies. If we have sent you a promotional e-mail, you may send us a return e-mail asking to be omitted from future e-mail distributions. This opt out does not apply to information provided to us as a result of a product purchase, warranty registration, product service experience or other transactions.

## California Residents

The California Consumer Privacy Act provides California residents with additional rights. A California resident has the right to know and request the data we collect about you, the categories of personal information collected, the business purpose for collecting the information, whether we share the categories with third parties and the specific pieces of personal information we may have collected about you.

Additionally, a California resident has the right to request that we delete all the personal information collected, unless the information is necessary for us to complete a transaction, provide you with a service, perform a contract,

protect your security, fix our Platform, comply with other ethical or privacy laws, comply with a legal obligation or make lawful use of the information within the context under which the information was provided to us. If you are a California resident, you may obtain certain information regarding our disclosure of your Personal Information to third parties for their direct marketing purposes at no cost once each year. To make such a request or to request access or deletion of your personal information, please send an e-mail to notice@dudesolutions.com or call the toll free number below [1-877-655-3833].

## Accessing and Correcting Your Information

You can review and change your Personal Information by logging into our Platform and visiting your account profile page.

You may also send us an e-mail at notice@dudesolutions.com to request access to, correct or delete any Personal Information that you have provided to us. We cannot delete your Personal Information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

## Schools Receiving Funds from the U.S. Department of Education

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. FERPA gives parents certain rights with respect to their children's education records, which transfer to the student when he/she reaches the age of 18 or attends a school beyond the high school level. Any academic institution that is subject to FERPA must assess for themselves whether and how its use of a cloud service affects its ability to comply with FERPA requirements. Dude Solutions commits to 1) using Customer data only to provide organizations with our cloud services and does not mine Customer data for advertising, 2) not disclose Customer data except as the educational institution directs, as described in the contract, or as required by law and 3) not require sensitive student information or student educational records to support any application functionality or feature. Dude Solutions advises educational institutions against sharing education record information in this Platform, including first and last names, because inclusion has no relevance. Further, an assigned student identification numbers shall afford the same usability of this Platform.

## Children Under the Age of 13

Websites and/or online applications and services that are collecting information from children under the age of 13 are required to comply with Federal Trade Commission (FTC) Children's Online Privacy Protection Act (COPPA). Our Platform is not intended for children under 13 years of age, and no one under age 13 may provide any information to this Platform. We do not knowingly collect Personal Information from children under 13. If you are under 13, do not use or provide any information on this Platform, make any purchases through this Platform, use any of the interactive or public comment features of this Platform or provide any information about yourself to us, including your name, address, telephone number, e-mail address or any screen name or user name you may use. If we learn we have collected or received Personal Information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at notice@dudesolutions.com.

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## Users Outside of the United States

Our Platform is hosted in the United States and our services are provided from the United States. It is possible that certain information will be stored on servers in multiple other countries on the "cloud" or other similar distributed hosting platforms. If you are a user accessing our Platform or services from the European Union, Asia or any other region with laws governing personal data collection, use, and disclosure that differ from United States laws, please note that you are transferring your Personal Information outside your home jurisdiction, and that by providing your Personal Information you are consenting to the transfer of your Personal Information to the United States and other jurisdictions as indicated above, and to our use and disclosure of your Personal Information in accordance with this Policy.

## Data Security

We have developed and implemented a security assurance program using privacy and data protection best practices to secure your Personal Information from accidental loss and from unauthorized access, use, alteration and disclosure. All information that you provide to us is stored in secure environments include servers, network and data components protected by firewalls and logical access controls. In accordance with generally accepted standards, we hold Personal Information confidential and in compliance with applicable federal and state laws, regulations and our Policies.

The safety and security of your information also depends on you. When we have given you (or when you have chosen) a password for access to certain parts of our Platform, you are responsible for keeping that password confidential. We ask you not to share your password with anyone. You are responsible for compliance with our privacy and security recommendations. We are not responsible for your circumvention of any privacy settings or security measures contained on our Platform.

Unfortunately, the transmission of information over the Internet is not completely secure. Although we have implemented security measures that we think are adequate, we cannot guarantee the security of your Personal Information transmitted to our Platform. Any transmission of Personal Information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on our Platform.

# EXHIBIT B

## SERVICE LEVEL AGREEMENT (SLA)

This Service Level Agreement (this "**SLA**") describes the service that Subscriber (as defined in the Agreement) will receive from Dude Solutions, Inc., (together with its direct and indirect subsidiaries, collectively, "**DSI**") and serves as a supplemental document to the Dude Solutions, Inc. Online Subscription Agreement ("**Agreement**") which governs the Subscriber's use of DSI Services (as defined in the Agreement). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

**1. DEFINITIONS**. As used in this SLA, the following terms will have the following meanings:

**1.1.** "**Community Development Services**" means the SmartGov, ATS and ASMi software application(s) subscribed to by Subscriber pursuant to the Agreement. For avoidance of doubt, Community Development Services applies only to Subscriber's production instance and shall exclude all beta and early adopter programs, user interface (UI) or user experience (UX) changes, feature or functionality improvements, and enhancements where a workaround exists in production.

**1.2.** "**Disaster**" means a catastrophic event caused by acts beyond DSI's reasonable control and that result in significant or potentially significant downtime or disruption of the production environment and requires DSI to invoke its Disaster Recovery plan. DSI has the sole and exclusive right to declare a Disaster.

**1.3.** "**Disaster Recovery**" means DSI's process to restore Service availability in the event that DSI declares a Disaster.

**1.4.** "**Force Majeure Event**" means any unavailability caused by circumstances beyond DSI's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving DSI employees), Internet service provider failure or delay, non-DSI software or hardware, or denial of service attack.

**1.5.** "**Production Issue**" means there is a problem discovered in the production environment of an applicable Service causing the Service to become unavailable or exhibit incorrect behavior, as described in its applicable documentation.

**1.6.** "**Resolution**" and the correlative terms mean, with respect to any particular reported Production Issue, that DSI has corrected or provided a workaround to such Production Issue.

**1.7.** "**Response**" and the correlative terms means, with respect to any Support Request submitted to DSI by Subscriber, DSI's acknowledgement of such Support Request.

**1.8.** "**Service**" means each of the software application(s) subscribed to by Subscriber pursuant to the Agreement. For avoidance of doubt, Service applies only to Subscriber's production instance and shall exclude all beta and early adopter programs, user interface (UI) or user experience (UX) changes, feature or functionality improvements, and enhancements where a workaround exists in production. .

**1.9.** "**Severity Level 1**" shall have the meaning described in the table, Severity Level Descriptions and Targets, set forth in Section 3.3.

**1.10.** "**Severity Level 2**" shall have the meaning described in the table, Severity Level Descriptions and Targets, set forth in Section 3.3.

**1.11.** "**Severity Level 3**" shall have the meaning described in the table, Severity Level Descriptions and Targets, set forth in Section 3.3.

**1.12.** "**Severity Level 4**" shall have the meaning described in the table, Severity Level Descriptions and Targets, set forth in Section 3.3.

**1.13.** "**Support Request**" means each request for support submitted by Subscriber to DSI's Support Services in accordance with Section 3.1.

**1.14.** "**Total Time**" means, with respect to a calendar month, the total amount of time in such calendar month (measured in minutes), determined on a twenty-four (24) hours a day, seven (7) days a week basis.

## 2. SERVICE AVAILABILITY

**2.1. Service Availability**. Subject to the terms and conditions of the Agreement and this SLA, DSI will use commercially reasonable efforts to ensure that Service Availability is at least 99.9% for each full calendar month during the Term, determined on a twenty-four (24) hours a day, seven (7) days a week basis (the "**Service Standard**"). Service availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by DSI pursuant to the Agreement; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Service by DSI pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Service, the total amount of time (measured in minutes) during an applicable calendar month when such Service is unavailable for the majority of Subscribers' Account Users due to planned Service maintenance. To the extent reasonably practicable, DSI shall give at least eight (8) hours prior notice of Service maintenance events and schedule outside the business hours the hours of 6:00 AM EST to 10:00 PM EST.

**2.2. Service Performance Reports**. Upon Subscriber's request and at no cost to Subscriber, DSI will provide standard Service Availability reports to Subscriber, setting forth measurements of downtime and a calculation of Service Availability for the relevant preceding calendar month. Subscriber agrees that DSI's monitoring and measurement method and standard Service Availability reports are the sole and exclusive methods of measuring Service Availability under this SLA. No other measure will be accepted unless validated, and mutually agreed to in writing by both parties before implementation. If Subscriber disagrees with any measurement or other information set forth in any such report, it must so inform DSI in writing within ten (10) calendar days after receipt thereof. Accuracy of any such report will be deemed conclusive unless such notice is provided by Subscriber. Any such notice must indicate specific measurements in dispute and must include a detailed description of the nature of the dispute. DSI and Subscriber agree to attempt to settle any such disputes regarding Service Availability and/or related measurements in a timely manner by mutual good faith discussions.

## 3. SUPPORT

**3.1. Support Services**. DSI shall maintain a help desk staffed with Level 1 support personnel to receive Support Requests by telephone (877-655-3833), chat and/or e-mail (support@dudesolutions.com) during Business Hours. "Business Hours" means 8:00 AM – 6:00 PM EST for all applications (except Community Development Services, where Business Hours means 5:00 AM – 5:00 PM PST), Monday through Friday, excluding DSI's observed holidays. During business hours, DSI recommends that Severity 1 Production Issues be reported via telephone. Outside of business hours, DSI recommends that all Production Issues be reported via email. Production Issues are entered into DSI's enterprise tracking system, addressed by severity and escalated per the Response and Resolution Targets process.

**3.2. Performance and Availability Monitoring**. DSI uses a variety of monitoring and alerting tools to monitor hundreds of critical parameters associated with our application, network and server performance to keep our Service available. Outside of Business Hours, when monitored performance is outside of DSI's established boundaries, alerts are sent to DSI on-call staff on a 24x7 basis. DSI on-call staff promptly begins investigations of received alerts. The on-call staff will triage the issue or alert additional support staff as required.

**3.3. Response and Resolution Targets**. DSI shall use commercially reasonable efforts to Respond to and Resolve Support Requests in accordance with the following table, **Severity Level Descriptions and Targets**:

| Severity Level | General Description & Criteria | Target Response Time | Target Resolution Time | Resolution Plan |
|---|---|---|---|---|
| **Severity 1** | **Business and Financial Exposure:** The Production Issue creates a major business or financial exposure.<br><br>**Work Outage:** The Production Issue causes the Subscriber to be unable to perform a major portion of their job. There is no workaround to the problem (i.e., the job cannot be performed in any other way).<br><br>**The issue has one or more of the following characteristics:**<br>• Service is down or unavailable;<br>• Subscriber data integrity is at risk for one (1) or more Subscribers;<br>• Widespread key functionality is interrupted and mission-critical business operations are non-operational; or<br>• Complete failure of a major feature (i.e. unable to create work orders). | Within 1 hour on a 24x7 basis | ASAP with 24x7 Monitoring and Response | Work starts within 1 hour of Severity 1 alert and continues 24x7 until a resolution is in place. Client Status Page is updated to reflect work in progress (http://status.dudesolutions.com/).<br><br>During business hours, Production Issue status is communicated on an hourly basis, unless the parties agree otherwise. |
| **Severity 2** | **Business and Financial Exposure:** The Production Issue creates a moderate business or financial exposure.<br><br>**Work Outage:** The Production Issue causes the Subscriber to be unable to work or perform a moderate portion of their job, There is a workaround to the problem (i.e., the job can be performed in some other way).<br><br>**The issue has one or more of the following characteristics:**<br>• Service performance is severely degraded to the point of material impact on usage;<br>• Data entry or access is impaired on a limited basis;<br>• Key functionality is unavailable, yet the mission-critical business operations can continue to operate in a restricted manner; or<br>• A feature is not functional from one area of the Service but the task can be performed less conveniently from another part of the Service. | 4 business hours | 5 business days | Work starts immediately upon acknowledgement and will continue until a resolution plan is in place. Resolution plan is communicated within 12 hours. |
| **Severity 3** | **Business and Financial Exposure:** The Production Issue creates a minor business or financial exposure. | 8 business hours | 45 business days | The Production Issue is researched and a resolution plan is communicated |

| Severity Level | General Description & Criteria | Target Response Time | Target Resolution Time | Resolution Plan |
|---|---|---|---|---|
| | **Work Outage:** The Production Issue causes the Subscriber to be unable to perform some minor portion of their job, but they are still able to complete most other tasks. There may or may not be a workaround to the problem.<br><br>**The issue has one or more of the following characteristics:**<br>• Service performance is operational but degraded;<br>• Minor feature that is not functional in one area of the Service but the same task is performed from another area of the Service; or<br>• Minor Service functionality errors. | | | within 24 business hours. |
| **Severity 4** | **Business and Financial Exposure:** The Production Issue creates a non-functional or cosmetic business or financial exposure.<br><br>**Work Outage:** The Production Issue creates a non-functional or cosmetic impact to Subscriber that does not affect functionality or data, or indicates a perceived shortcoming in the Service that has no significant impact to usage or availability. There may or may not be a workaround to the problem.<br><br>**The issue has one or more of the following characteristics:**<br>• Cosmetic errors that are not impacting Service functionality; or<br>• Slight degradation in performance with no material impact on functionality. | 12 business hours | At DSI's discretion | The Production Issue is researched and a resolution plan communicated at DSI's discretion. |

**3.4. Intake and Escalation**. Each Support Request shall be initially reviewed and, if possible, diagnosed and resolved by DSI's Level 1 support personnel. DSI's Level 1 support personnel shall escalate any Support Requests as follows:

(i) DSI shall immediately escalate any Severity 1 Production Issue Support Request to DSI's Level 2 support personnel if DSI has not resolved such Support Request within one (1) hour after the Severity 1 target Response time has elapsed; and

(ii) DSI shall immediately escalate any Severity 2 Production Issue Support Request to DSI's Level 2 support personnel if DSI has not resolved such Support Request within four (4) business hours after the Severity 2 target Response time has elapsed. DSI Level 2 support is provided by DSI's service specialists who have Services technical expertise.

# TOWN OF JACKSON
## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT**: Public Works **PRESENTER**: Floren Poliseo, PW Director

**MEETING DATE:** June 15, 2020

**SUBJECT:** **Contract approval for Stormwater Management Program: Phase 1 – Work Plan**

STATEMENT/PURPOSE

The purpose of this item is for Council to approve award of contract to the consultant selected to assist the Town in creating a Work Plan for development of a comprehensive Town of Jackson Stormwater Management Program.

BACKGROUND/ALTERNATIVES

Many organizations and members of the Jackson community are interested in the water quality of Flat Creek, Cache Creek, and Spring Creek. Several action plans have been formed and implemented to date. The Town of Jackson set forth a stormwater plan in 2001, and other stakeholders have produced plans that include recommended actions by the Town. An overview of the status of the Town's efforts on these various plans was provided at the February 19, 2019 Town Council Workshop. At this Workshop, Council directed staff to progress toward a scope or outline for a Town of Jackson Stormwater Management Plan, determine a course of action, and as funding is identified working with Council on these efforts. Council also included water quality and Flat Creek as a priority at the 2019 and 2020 Council Retreats.

In 2019, the Town Public Works Department drafted a list of potential tasks and timeline for developing a Stormwater Management Program (the Program) and coordinated with other Town, County, and Joint Departments, and the Teton Conservation District, to begin discussing what aspects require consultant assistance. The FY20 budget includes funds for consultant assistance in planning and developing the Program, and Wyoming Department of Environmental Quality (DEQ) grant funding was secured for this effort. Staff has requested funding or in-kind staff time from Teton Conservation District this year and continues actively seeking additional partner and grant funding.

The contract this agenda item seeks to award is for completion of Phase 1 of Town Stormwater Management Program development. Phase 1 involves finalizing a Work Plan that will include:

1. a well-defined scope of work based on staff capacity for in-house efforts versus what staff needs consultant support to complete;
2. an anticipated schedule for developing all Program elements based on staff capacity, required inter-Department coordination, and consultant knowledge of the time it takes to conduct research, develop policies, etc. for each Program element; and
3. an estimated cost to complete Program development.

Public Works anticipates issuing a second RFP this fall to hire a consultant for Phase 2 of this project, assisting with development and publication/launch of the Stormwater Management Program.

The selected consultant for Phase 1 was chosen because they earned the highest score based on the rating criteria defined in the RFP.

COMPREHENSIVE PLAN ALIGNMENT

This project supports the Town Comprehensive Plan under Common Value #1- Ecosystem Stewardship.

- *Principle 1.1*: Maintain healthy populations of all native species
    - Policy 1.1.a: Protect focal species habitat based on relative critical value
    - Policy 1.1.e: Understand the impacts of development on wildlife and natural resources

    - Policy 1.1.f: Require mitigation of unavoidable impacts to habitat:
    - Policy 1.1.g: Encourage restoration of degraded areas
- *Principle 1.2*: Preserve and Enhance Water and Air Quality
    - Policy 1.2.a: Buffer waterbodies, wetlands, and riparian areas from development
    - Policy 1.2.b: Require filtration of runoff
    - Policy 1.2.c: Monitor and maintain water quality
- *Principle 1.4*: Protect and steward open space
    - Policy 1.4.a: Encourage non-development conservation of wildlife habitat
    - Policy 1.4.d: Establish a funding source for open space
    - Policy 1.4.e: Conserve open space to promote responsible use of public lands
- *Strategy 1.2.S.2*: Evaluate and update surface water filtration standards, focusing on developed areas near important waterbodies.

This project supports the Town Comprehensive Plan under Common Value #2- Growth Management.

- *Principle 3.1*: Direct growth out of habitat, scenery and open space
- *Principle 3.4*: Limit development in naturally hazardous areas
    - Policy 3.4.a: Protect development against flooding
- *Principle 3.5*: Manage local growth with a regional perspective
    - Policy 3.5.b: Strive not to export impacts to other jurisdictions in the region
    - Policy 3.5.c: Maintain control over our own community vision
- *Principle 4.4*: Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood
    - Policy 4.4.d: Enhance natural features in the built environment

This project supports the Town Comprehensive Plan under Common Value #3- Quality of Life.

- *Principle 6.1*: Measure prosperity in natural and economic capital
    - Policy 6.1.b: Promote eco-tourism
- *Principle 8.1*: Maintain current, coordinated service delivery
    - Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels
- *Principle 8.2*: Coordinate the provision of infrastructure and facilities needed for service delivery
    - Policy 8.2.c: Require mitigation of the impacts of growth on service levels

## STAKEHOLDER ANALYSIS

Stakeholders of a Town of Jackson Stormwater Management Program include the Town of Jackson organization and staff; Town residents and visitors; partnering entities (Teton Conservation District, Teton County and Joint Departments, relevant community groups and nonprofits, etc.); downstream Flat Creek communities; wildlife that inhabits or otherwise relies on Flat Creek, Cache Creek, and Spring Creek; and businesses that rely on the health of these wildlife and surface waters.

## FISCAL IMPACT

The Town's FY20 capital budget currently includes $15,000, and DEQ awarded $40,000 in grant funding for this project. The cost to complete Phase 1 is under the total FY20 budgeted amount. Unused grant funds will be applied toward Phase 2 project costs. Town funds will be used to front contractor payments that will be reimbursed by the grant, and unused Town funds could either be re-appropriated to cover costs of other FY20 projects or rolled into a future fiscal year capital line item for Stormwater Management Program: Phase 2 – Program Development. The FY21 recommended budget does not include funding for the Stormwater Management Program development.

## STAFF IMPACT

Phase 1 of this project will require a moderate amount of time from staff in multiple Town and Joint Departments in order to determine the aspects of work staff has capacity to conduct in-house and the practicable timelines for contributing input to the aspects of work to be performed by the consultant. This phase will

require significant contributions from the Public Works Director to conduct the Town's side of project management.

## LEGAL REVIEW

The Town Legal Department will review the contract prior to execution by the Mayor.

## ATTACHMENTS

Wood proposal

## RECOMMENDATION

Staff recommends contract approval, subject to edits by the Town Attorney, for Phase 1 of developing the Town of Jackson Stormwater Management Program with Wood in the amount of $24,933.

## SUGGESTED MOTION

I move to approve award of contract, subject to edits by the Town Attorney, with Wood in the amount of $24,933 to complete Phase 1 of developing the Town's Stormwater Management Program.

# Proposal for Stormwater Management Program: Phase 1 – Work Plan for the Town of Jackson, Wyoming
Project No. 20-16

**Town of Jackson, Wyoming**
150 E. Pearl Avenue
Jackson, WY 83001

**May 2020**
Proposal Ref: P20-054

**PROPOSAL**

Wood Environment & Infrastructure Solutions, Inc.
920 East Sheridan St., Ste. A
Laramie, WY 82070
T: 307-460-3249
**www.woodplc.com**

May 26, 2020

Town of Jackson
Public Works
pwbids@jacksonwy.gov

**Subject: Proposal – Stormwater Management Program**

Dear Ms. Poliseo:

Wood Environment and Infrastructure Solutions, Inc. (Wood) is excited to submit this proposal for your Stormwater Management Program Project. Wood will lead and staff this project primarily from our Laramie, Wyoming, office. Wood has been providing stormwater master planning, modeling, and design services from our Laramie office since 2006. As our submittal demonstrates, Wood can provide the Town of Jackson with the following benefits on this project:

- **Demonstrated success on similar projects and climates in Wyoming and resort communities**. Wood recently completed the City-Wide Drainage Master Plan for the City of Laramie, which included identifying next steps for the City's Stormwater Program, recommendations for establishing stormwater quality requirements, an inventory of stormwater infrastructure, and prioritized recommendations for improvements. Our team has prepared stormwater master plans for alpine climates, including Pinedale, Wyoming and Grand Teton National Park, and have supported stormwater programs for resort communities, including Aspen, Colorado.
- **Rapid response and close coordination**. We have teamed with a local engineering firm, Harmony Design & Engineering (led by Jennifer Zung, a Teton County, Wyoming resident), to bring local knowledge and cost-effective data collection. To ensure frequent communication for this project, we propose to hold progress meetings/calls every other week during the project to keep the Town up to date on the project status.
- The Wood/Harmony Team can provide **a Stormwater Management Work Plan that is unique and appropriate for Jackson**, taking into consideration its cold mountain climate and its role within the greater Yellowstone Ecosystem. Recognizing that abundant wildlife and pristine natural resources are key to Jackson's economy, beauty, and quality-of-life, the Wood/Harmony Team will develop a plan that demonstrates Jackson's leadership in environmental preservation and natural resource conservation.

We look forward to working with you. Please contact me at 307-460-3249 or aaron.murray@woodplc.com if you have any questions or need additional information. We appreciate this opportunity to support the Town of Jackson.

Sincerely,

Aaron Murray, PE, CFM
Laramie Office Manager

# 1. Basic Information (The Wood Team)

Wood Environment & Infrastructure Solutions, Inc., (Wood) brings a national focus on municipal stormwater management to this project. We are proud of our reputation for excellence in stormwater projects. Wood is fortunate to have a group of senior stormwater professionals who work together to provide the best expertise in the US, based on ongoing work with numerous municipal stormwater clients and corporately funded research and development. What sets Wood apart from other consultants that offer stormwater program support is our major technology transfer activities between offices, weekly communication and support between our staff, and workshops that support the development of new tools and technologies for stormwater projects. This focus on stormwater will benefit the Town of Jackson because **municipal stormwater projects take a front seat in our firm, they are not just another discipline**, as in some companies.

**Wood's Advantage**

- Experience in stormwater program development for Wyoming communities, communities with similar climates, and resort communities
- Developed program for 1 of 3 three current MS4 Permits in Wyoming
- Helped Wyoming communities successfully obtain funding for stormwater management projects
- Have staff capacity to meet an aggressive schedule

Wood is proud of our decades of history supporting local governments in stormwater management, from flood reduction and mitigation to community outreach and education, to Municipal Separate Storm Sewer System (MS4) permit compliance. Our experience includes providing the following services to local governments:

- Program Planning and Organizational Assessment
- MS4 Program Plan development and updates
- Operational effectiveness assessment
- Capital project planning
- Design and implementation of stormwater infrastructure
- MS4 program support including Stormwater Management Program preparation
- MS4 permit negotiation and policy development
- Employee training for permit compliance
- Industrial stormwater permitting and inspection, including Stormwater Pollution Prevention Plan preparation
- Stormwater water quality monitoring program development and execution
- Hydraulic and hydrologic analysis community-wide and within sub-basins
- Stream restoration design and construction oversight
- Watershed planning services
- Stormwater Ordinance review and comprehensive consolidation
- Flood mitigation planning including levee assessment and rehabilitation
- GIS drainage system mapping and MS4 compliance mapping analysis

***Firm Contact Information***:

Aaron Murray, PE, CFM
Wood Environment & Infrastructure Solutions, Inc.
920 E. Sheridan St., Suite A
Laramie, WY 82070
307-742-9947 (office)
307-399-6345 (mobile)
aaron.murray@woodplc.com

***Subconsultant Information:***
Harmony Design & Engineering
Jennifer Zung, PE, CFM
18 N. Main St., Suite 305
P.O. Box 369
Driggs, ID 83422
208-354-1331
jen.zung@harmonydesigninc.com

***Primary Office Location Where Services will be Performed:***
Wood Environment & Infrastructure Solutions, Inc.
920 E. Sheridan St., Suite A
Laramie, WY 82070

***Percentage of Involvement by Office/Subconsultant:***

| Office/Subconsultant Location | Approximate Percentage of Work |
|---|---|
| Wood – Laramie, WY | 50% |
| Harmony Design & Engineering – Driggs, ID (Teton County, WY Staff) | 25% |
| Wood – Chantilly, VA | 10% |
| Wood – Indianapolis, IN | 10% |
| Wood – Denver, CO | 5% |
| **Total** | **100%** |

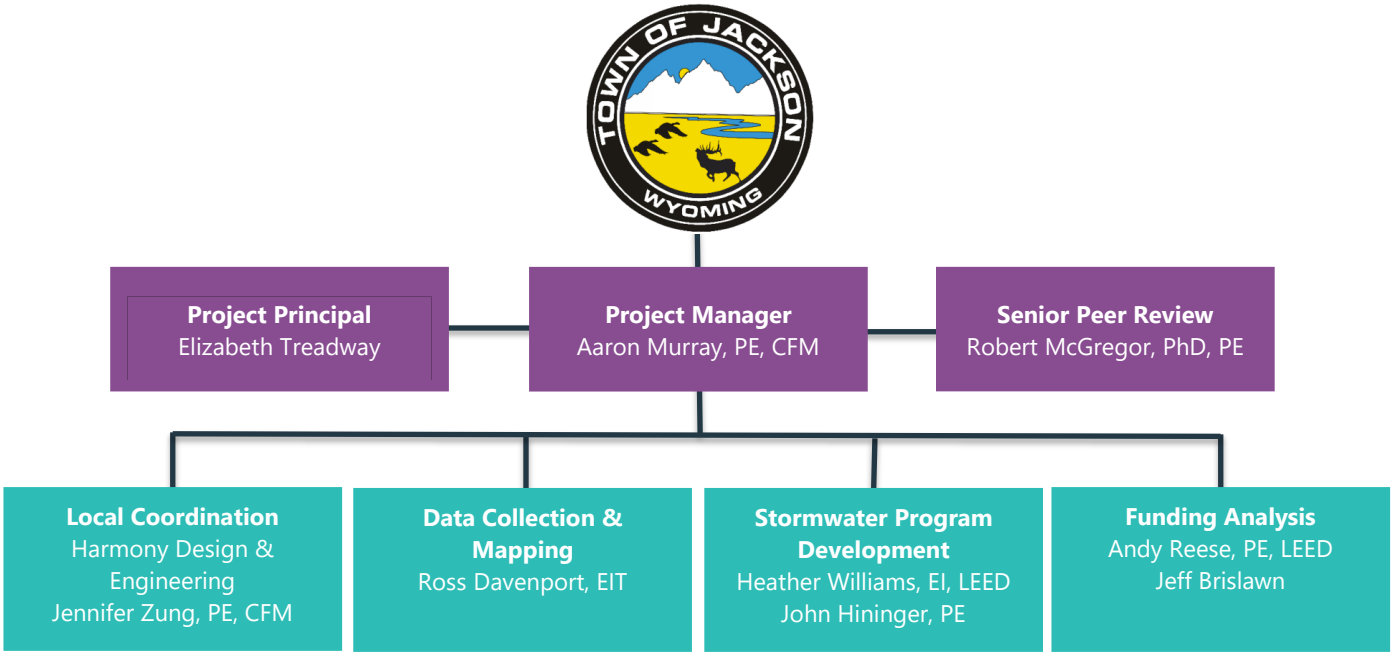
***Proposed Rate Schedule:***

| Role | Name (Office) | Hourly Rate |
|---|---|---|
| Project Manager | Aaron Murray, PE, CFM (Wood Laramie) | $165 |
| Project Principal | Elizabeth Treadway (Wood Chantilly) | $200 |
| Senior Peer Review | Robert McGregor, PhD, PE (Wood Denver) | $195 |
| Local Coordination | Jennifer Zung, PE, CFM (Harmony Teton) | $130 |
| Mapping and Data Collection | Ross Davenport, EIT (Wood Laramie) | $90 |
| Stormwater Program Development | Heather Williams (Wood Indianapolis) | $130 |
| Stormwater Program Development Asst. | John Hininger, PE (Wood Laramie) | $95 |
| Funding Analysis (Stormwater Utility) | Andy Reese, PE, LEED | $200 |
| Funding Analysis (Grant Programs) | Jeff Brislawn | $165 |
| Administration and Billing | Sheila Tesch (Wood Laramie) | $60 |

## 2. Experience

The key personnel that will be dedicated to this project are presented in the organizational chart below. This project will primarily be executed by staff in our Laramie, Wyoming, office, with peer review and

oversight from two of our nationally-recognized technical advisors. All work conducted will be supervised, reviewed, and stamped by a professional engineer licensed in Wyoming, Mr. Aaron Murray.




## Aaron Murray, PE, CFM [WY #10642] – Project Manager

Mr. Murray leads Wood's office in Laramie, WY. Mr. Murray has over 19 years of experience in stormwater engineering and is a Certified Floodplain Manager. His technical proficiency includes hydrologic and hydraulic modeling, low impact development (LID) and green infrastructure design, design of stormwater facilities, stormwater quality permits and stormwater monitoring. Mr. Murray's project experience includes stormwater master planning and design; MS4 permit compliance, stormwater modeling, and stormwater utility formation. Some of his Wyoming stormwater program development experience includes:

- City-Wide Drainage Master Plan, City of Laramie, WY
- South Laramie Drainage Master Plan, City of Laramie, WY
- Drainage Master Plan, Town of Pinedale, WY

*"Aaron is to be commended for his ability to listen and incorporate into the design; it has been a pleasure to work with him."*
F.E. Warren AFB

## Elizabeth Treadway – Project Principal

Ms. Treadway has over 35 years of public works experience including the management of local government services in stormwater management including program planning, finance and long-range system master planning. In her current consultation role, Ms. Treadway has served numerous communities in analysis of services, program development and permit negotiation, including several State Departments of Transportation (NC. MN, TX). She is skilled in organizational assessment policy negotiation, community engagement, policy research and analysis, zero based budgeting, cost benefit analysis, revenue management, and capital budgeting. Elizabeth served as President of the American Public Works Association in 2012-2013 (a 30,000-member organization representing public agencies all areas of public works including solid waste, water services, and emergency management for public infrastructure).

## Robert McGregor, PhD, PE – Senior Peer Reviewer

Dr. McGregor has over 40 years' experience as a professional consulting engineer in the fields of urban storm drainage design, watershed management, erosion control, stream stabilization, water quality standards, water supply, and infrastructure design. He has successfully planned, designed and constructed major infrastructure systems for private industry, municipalities, state governments and the federal government. Dr. McGregor has a special professional interest and extensive experience in the design and construction of natural stream channels that meet flood control requirements and simultaneously provide urban recreation opportunities, wildlife habitat, and improvements to water quality and enhanced property values.

## Jennifer Zung, PE, CFM – Local Coordination (Harmony Design & Engineering)

Jennifer has more than 25 years of professional experience in the civil engineering and water resources field. She is the founding principal of Harmony Design & Engineering, which was born out of the inspiration to provide engineering services with an emphasis on environmental conservation. Her skills and abilities include client-oriented project management and sensitive community outreach, combined with solid technical expertise in water resources, hydrologic and hydraulic engineering, floodplain mapping, and general site civil engineering.

Jennifer will serve as the Local Coordinator on this project and will assist Wood in developing the Stormwater Management Work Plan and schedule. She has experience organizing multi-disciplinary groups and developing solutions that are sustainable, implementable, and cost effective. She is the current contract floodplain manager for Teton County, Idaho, and the past contract City Engineer for the City of Driggs. Past presentations include "Understanding Floodplains" (2017, Friends of the Teton River), "Teton Creek: A mitigation success" (2016, ASFPM National Conference), "Low Impact Engineering and Planning (2008, Valley Advocates for Responsible Development).

## Ross Davenport, EIT – Modeling Lead

Mr. Davenport is proficient in AutoCAD, GIS, and multiple stormwater modeling programs, including PCSWMM, EPA SWMM, and HEC-RAS. Recently, Mr. Davenport was the lead modeler for the South Laramie Drainage Master Plan. This plan included multiple models and alternative solutions. Mr. Davenport also worked to update the City's stormwater mapping, using ESRI Collector to update the City's GIS database in real time, using mobile devices.

## Heather Williams – Stormwater Program Development

Ms. Williams's professional consulting experience has focused on stormwater program development, planning and policy, sustainability, and green infrastructure. She has managed and implemented public and private projects ranging from $20K to $2M. She has been pivotal in sustainable policy development, public education and outreach (internal city staff, external design community, and the public), and technical design standards. She has managed two award-winning sustainability projects for the City of Indianapolis that involved a comprehensive update to the entire city ordinance and creation of green infrastructure standards. She has crafted green infrastructure programs for several cities including: Indianapolis, Indiana; Fort Wayne, Indiana; Boulder, Colorado; Birmingham, Alabama; Philadelphia, Pennsylvania; Atlanta, Georgia; and Nashville, Tennessee. She has a unique set of technical skills, passion, and energy that enables her to communicate, collaborate, and coordinate with city officials, local environmental groups, the design community, and others to foster and drive change at many levels.

### John Hininger, PE – Stormwater Program Development Assistance

Mr. Hininger is a Wyoming-registered PE with a B.S. in Civil Engineering focusing on Water Resources and a minor in Geology. His work at Wood has concentrated on water resources. He has performed oversight work on multiple municipal utility construction projects and effectively communicated with the project engineer, project manager, city inspector, and contractors. John recently assisted in the writing and field data collection for the South Laramie Drainage Master Plan. John also developed a prioritization tool for stormwater capital improvement projects for the City of Laramie.

### Andy Reese, PE, LEED – Funding Development (Stormwater Utility)

Andy Reese has over 35 years' experience in a wide variety of stormwater management, water resources, hydraulic and hydrologic engineering research and management roles. He is a registered professional engineer and a LEED accredited professional. He has worked in all 50 states in a wide variety of municipal and government stormwater management roles from planning and program development through design, funding, and regulatory compliance. He is a recognized international leader in stormwater management with current emphasis on stormwater funding and green infrastructure. With over 75 articles, criteria manuals and refereed papers, he is a noted writer and popular public speaker having given over twenty keynote addresses including the first STORMCON and the first WEFTEC Stormwater Congress. He is the co-author of the best-selling textbook Municipal Stormwater Management and has performed research for the Corps of Engineers in hydrology, hydraulics and taught at Vanderbilt University, as well as numerous short courses and lectures.

### Jeff Brislawn – Funding Development (Grant Programs)

Jeff is the Leader of Wood's Hazard Mitigation and Emergency Management Program and has over 27 years of experience in Emergency Management, GIS, and mitigation planning work for state, local, and federal governments. Jeff is experienced with Federal Emergency Management Agency (FEMA) mitigation grant programs and has assisted local and state governments with the development of technically feasible, cost effective, and environmentally sound mitigation project applications. Jeff is an experienced user of FEMA's benefit cost analysis software and FEMA's multi-hazard loss estimation software. He recently assisted the Town of Greybull, Wyoming, in obtaining a hazard mitigation grant for levee improvements. Jeff also provided oversight for the Region 4 Multi-County Hazard Mitigation Plan, which included Sweetwater County, and is currently leading Wood's efforts on Wyoming's Statewide Hazard Mitigation Plan.

## Experience with Similar Projects

We have assembled a team with experience providing all services in the RFP in the Rocky Mountain area and nationally. Our team has worked together to provide stormwater program support to Laramie (WY), Pinedale (WY), Grand Teton National Park (WY), Driggs (ID), Adams County (CO), Arapahoe County (CO), Douglas County, (CO), Commerce City (CO), Colorado Springs (CO), Fountain (CO), Greenwood Village (CO), Malmstrom AFB (MT), Boulder (CO), Aspen (CO), and national clients such as Nashville (TN), Indianapolis (IN), Birmingham (AL) and Wichita (KS). Wood has developed stormwater ordinances, floodplain ordinances, and/or drainage criteria manuals for dozens of communities, including Greenwood Village (CO), Aspen (CO), Nashville (TN), Wichita (KS), and Philadelphia (PA). In the western US alone, Wood has provided stormwater program prioritization and revenue assistance in Arapahoe County (CO), Adams County (CO), Glendale (CO), Commerce City (CO), Aspen (CO), Fountain (CO), Centennial (CO), Colorado Springs (CO), Douglas County (CO), Grand Junction (CO), Mesa County (CO), Wichita (KS), Junction City (KS), and Billings (MT). Our holistic stormwater experience, from planning through design,

construction and operation, will provide a broad perspective and understanding of the bigger picture to create a practical stormwater program plan for the Town of Jackson.

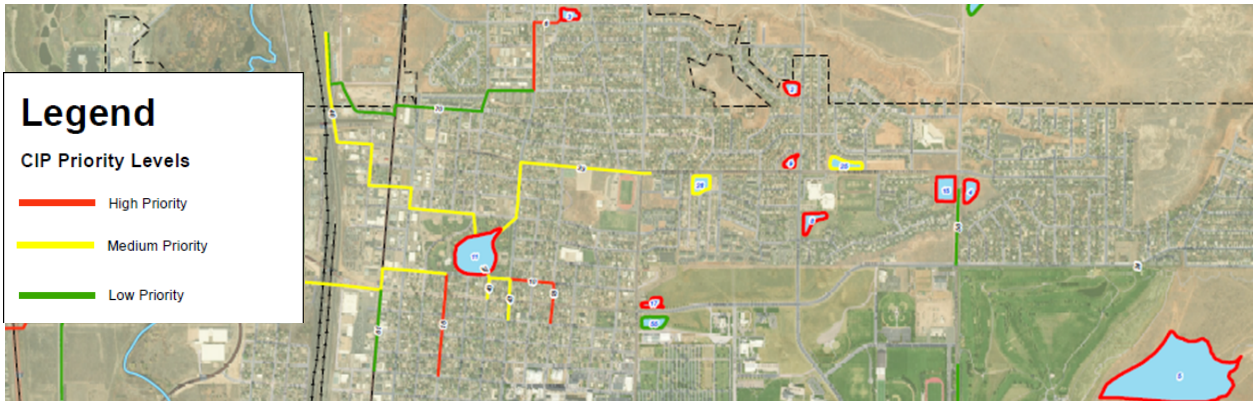
A detailed description of our Team's experience on recent relevant projects is provided below. Additionally, a summary of other relevant projects completed by the Wood Team is provided in the following table, along with reference information (where available), project cost, and completion date.

## City-Wide Master Drainage Plan, City of Laramie, WY, Completed 2020

***Relevance: Example of Development of Scope, Schedule, and Budget for Stormwater Program Development in Wyoming***

The City of Laramie issued a Request for Qualifications listing only the City's broad goals for a City-Wide Drainage Master Plan, asking for consultants to prepare a detailed scope, schedule, and budget. Wood prepared a scope of work that included combining the three previous master plans into a single, summary document, developing a prioritized capital improvement project list, creating a city-wide map of the City's storm sewer system, creating a city-wide model of the City's stormwater system, developing a stormwater regulations and design manual to guide development, capital construction, and water quality improvements, and providing recommendations for generating stormwater revenues. Wood's scope, schedule, and budget was selected by the City, and a contract was negotiated.

Wood has successfully delivered the City-Wide Drainage Master Plan. As an added-value element, Wood developed a CIP Prioritization Tool to allow the City to rank recommended projects based on cost, flood benefits, environmental and recreational benefits, constructability, and other factors. Rainfall-runoff models from three different previous studies using three different software packages were combined into a non-proprietary format, EPA-SWMM. This model has already been used by the City to evaluate proposed developments to determine if downstream capacity is adequate. Wood also provided guidance for developing water quality requirements to prepare the City for a potential future MS4 permit.

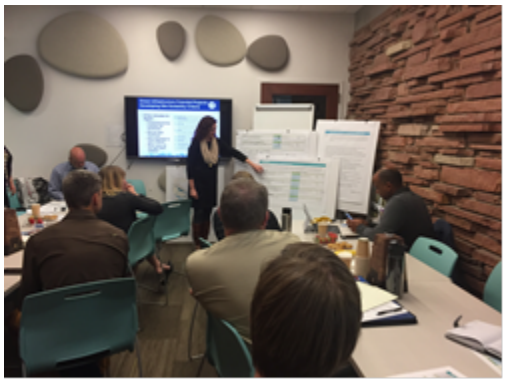



***Client Reference***: Eric Jaap, City of Laramie, City Engineer, 307-721-5345, EJaap@cityoflaramie.org

## Green Infrastructure Strategic Plan, City of Boulder, Colorado, Completed 2020

***Relevance: Example of Development of a Stormwater Management Program***

Wood was selected by the City of Boulder as the consultant team that led City staff in the development of the Green Infrastructure (GI) Strategic Plan. The goal of this Green Infrastructure Strategic Plan was to assist the City with meeting the requirements of their Phase 2 MS4 permit while taking a proactive approach to identifying future stormwater needs and influencing sustainable planning and design throughout the city. The plan focused on three primary areas with internal city stakeholder engagement being an integral part of the project (as outlined below): (1) process and policy; (2) engineering analysis; and (3) prioritized projects. These three items were folded into the primary work product; a comprehensive and cohesive strategy document for the city to address GI on both private and city projects.



***Scope of work***

- Development of Green Infrastructure Process and Policy
  - Program review and evaluation for MS4 permit compliance
  - Update internal Standard Operating Procedures (SOPs)
    - Design, construction, inspection and long-term operation and maintenance
  - Update Design and Construction Standards for incorporation of green infrastructure
- Green Infrastructure Engineering and Projects
  - Development ranking evaluation criteria for all CIPs
  - Prioritized list of opportune city projects and standalone green infrastructure projects utilizing GIS based mapping
  - Preliminary cost and design of five pilot projects
- Internal Stakeholder Process
  - Development of Internal Stakeholder Plan
  - Facilitate and develop content for Internal Stakeholder Meetings
  - Consensus building between multiple city departments
- Final Boulder Strategic Green Infrastructure Plan
- Implementation of Green Infrastructure Strategic Plan
  - Development of Internal City Staff Training Program
  - Development of Private and Public BMP Maintenance Inspection Compliance Program

***Client Reference***: Candice Owen, PE, CFM, City of Boulder Public Works, Stormwater Quality Supervisor, 303-413-7329, owenc@bouldercolorado.gov

## Catalog of Stormwater Best Management Practices, Idaho Department of Environmental Quality, Completed 2015

***Relevance: Example of Development of MS4 Program Elements in Similar Climate***

The Catalog of Stormwater Best Management Practices (BMPs) published by Idaho Department of Environmental Quality (DEQ) provides general information on permitting requirements for stormwater discharges, developing a stormwater management plan, selecting stormwater BMPs, and technical information on the design, installation, and long-term maintenance of stormwater BMPs.

Harmony Design and Engineering was the prime consultant responsible for completing a comprehensive update to the 2005 version of the BMP Catalog, which is expected to be released to the public by DEQ at the end of 2020. Harmony was the primary author and collaborated with Idaho DEQ staff, as well as two subconsultants that provided quality control review, Stantec Consulting and Geosyntec Consulting. The update included changes to make the Catalog easier to use, additions to the Catalog, and revisions to more than 100 temporary and permanent BMPs.

To facilitate use, Harmony reorganized the Catalog and condensed five volumes into a single document by eliminating repetitive information reformatting the BMP Fact Sheets. The hydrologic and hydraulic guidance sections were re-written to be clearer and easier to follow. Harmony composed new chapters on green infrastructure, low-impact development, cold weather climates, mountainous terrain, and innovative BMPs that were added during the update process.

Modifications and updates to each BMP were extensive. Each BMP fact sheet was edited to include prescriptive design guidance while incorporating the latest technologies and practices. Each BMP fact sheet now includes a description and photo of the BMP, information on where and when the BMP is most applicable, what limitations may affect its use, as well as design, construction, and maintenance guidance.

***Client Reference***: Chas Ariss, PE, Copper Environmental Consulting, 208-409-8900, Chas.ariss@copperenv.com

## Jackson Lake Lodge Stormwater Management Plan, Grand Teton National Park, Wyoming, Completed 2016

***Relevance: Example of Development of a Stormwater Management Plan in Teton County***

*Example of bioretention basins*

The Jackson Lake Lodge (JLL) Stormwater Management Plan (SWMP) is a comprehensive overview of the existing conditions on the JLL property as well as a guide for future development and long-term maintenance of an integrated and functional stormwater management system. Objectives of the SWMP included to develop solutions for storm drainage problem areas and to provide an implementation plan for the installation of stormwater management infrastructure and best management practices (BMPs).

Harmony Design and Engineering completed a comprehensive evaluation of existing infrastructure using topographic aerial surveys, visual observations, and record drawings of the facilities. A hydrologic analysis was subsequently performed using SWMM, a dynamic rainfall-runoff simulation model. This analysis helped Harmony identify and verify the locations most prone to flooding based on tributary drainage areas. Using this data and the unique characteristics of each problem location, a variety of best management practices (BMPs) for stormwater management were recommended, including bioretention basins, vegetated infiltration trenches with catch basins, seepage pits or dry wells, water quality inlets, and vegetated swales.

The final SWMP report was completed April 2016 and has been used to guide parking lot and roadway improvement on the Jackson Lake Lodge site. The SWMP includes three phases for implementation, as well as an inspection and maintenance manual that will help ensure that the system continues to function for years to come.

***Client Reference***: Lori Spano, Grand Teton Lodge Company, 307-543-3024, lspano@gtlc.com

| Project Name, Client and Location | Team Members | Program Development | MS4 Permit | Green Infrastructure | NFIP CRS | Funding | Project Scope, Cost, Schedule, and Reference |
|---|---|---|---|---|---|---|---|
| **City-Wide Master Drainage Plan –** Laramie, Wyoming | Murray<br>Davenport<br>Hininger<br>McGregor<br>Reese | √ | √ | √ | √ | √ | **Scope**: Combine storm drainage infrastructure mapping and modeling from previous studies to created detailed hydrologic and hydraulic model for entire City. Created CIP Prioritization Tool to allow City to rank recommended projects based on cost, flood benefits, environmental and recreational benefits, constructability, and other factors.<br>**Cost:** $116K **Completed**: February 2020<br>**Reference**: Eric Jaap, 307-721-5345 |
| **South Laramie Drainage Master Plan** Laramie, Wyoming | Murray<br>Davenport<br>Hininger<br>McGregor | √ | √ | √ | | √ | **Scope**: Mapped storm drainage infrastructure and created detailed hydrologic and hydraulic model for south side of Laramie. Identified current and future flooding hazards. Developed alternative solutions to mitigate flooding hazards. Prioritized capital improvement projects.<br>**Cost:** $260K **Completed**: June 2017<br>**Reference**: Eric Jaap, 307-721-5345 |
| **Stormwater Drainage Study and Master Plan** – Pinedale, Wyoming | Murray<br>McGregor | √ | | √ | | | **Scope**: Built EPA SWMM model to determine peak flow rates and stormwater volumes for multiple return periods and to identify areas where flooding may occur. Due to lack of available sites for regional flood management and limited downstream discharge capacity, infiltration practices within public road right-of-way were identified. Using a combination of vegetated swales and inlets connected to underground infiltration beds, runoff from storm events will be captured and infiltrated within the road ROW. A 5-year capital improvement plan was developed. Conceptual and final design documents were prepared for initial improvements.<br>**Cost:** $180K **Completed**: Feb 2012<br>**Reference**: Eugene Ninnie, 307-367-4136 |
| **Stormwater Master Drainage Plan** – Buckley AFB, Denver, Colorado* | Murray<br>Loranger<br>McGregor | √ | | √ | √ | | **Scope**: Completed a basewide Master Drainage Plan for Buckley Air Force Base to evaluate the conveyance capacity of the existing storm drainage system, recommend areas of eventual replacement, maintenance, expansion, provide a conceptual storm drainage layout plan, and incorporate recommendations for potential Low Impact Development (LID) practices to minimize or reduce stormwater runoff from minor storm events. This project incorporates an EPA 5.0 SWMM model, a StormCAD model, and a HEC-RAS model of Toll Gate Creek.<br>**Cost:** $200K **Completed**: June 2009<br>**Reference**: Laurie Fisher, 720-847-6308 |
| **Regional Detention and Major Drainageway Master Plans–** Greenwood Village, Colorado | Murray<br>McGregor | √ | | √ | √ | | **Scope**: Provided detailed inventories of the water quality, channel conditions, floodplain boundaries, recreation opportunities, and habitat for each of the five major drainageways in the Village. The Plan presented detailed management plans and proposed capital improvements for a ten-year capital improvements program. One of the capital projects, designed by Wood, was the restoration of Greenwood Gulch, which had experienced severe erosion due to urbanization. This project has been recognized as a "model" for other municipalities incorporating wetlands restoration into erosion and flood control projects. This study led to the planning, design, and construction of the Caley Regional Detention Pond near the Arapahoe Light Rail Station.<br>**Cost:** $250K **Completed:** Feb 2002<br>**Reference**: George Weaver, 303-773-0252 |

| Project Name, Client and Location | Team Members | Program Development | MS4 Permit | Green Infrastructure | NFIP CRS | Funding | Project Scope, Cost, Schedule, and Reference |
|---|---|---|---|---|---|---|---|
| **Urban Runoff Reduction Master Plan –** Malmstrom AFB, Montana | Murray McGregor | √ | | √ | | | **Scope**: Identified locations where existing facilities could be retro-fitted with low impact development (LID) features to reduce runoff. All were evaluated in terms of their effectiveness in reducing erosion in downstream channels plus meeting Air Force program goals for LEED certification, restoring predevelopment hydrology to meet federal requirements. Additionally, Wood provided estimates of capital and maintenance costs for each recommended improvement.<br>**Cost:** $114K **Completed**: January 2009<br>**Reference**: Christopher Murphy, 406-731-6369 |
| **Greybull Levee Certification** Town of Greybull, WY | Murray Brislawn Davenport Hininger | | | | √ | √ | **Scope**: Certification of two levees that protect the Town of Greybull, WY from Big Horn River and Dry Creek flooding. Conducted hydraulic analysis to determine levee deficiencies. Oversight of design of levee improvements to provide required freeboard and to protect levee embankment from erosion. Assisted with preparation of FEMA Hazard Mitigation Grant Program application to successfully obtain over $500K in grant assistance. Provided construction administration services.<br>**Cost:** $725K **Completed**: December 2019<br>**Reference**: Paul Thur, 307-765-9431 |
| **Sweetwater, Lincoln, Uinta County Hazard Mitigation Plan** Wyoming Office of Homeland Security | Brislawn | | | | | √ | **Scope**: Wood completed the regional hazard mitigation planning effort for Region 4, comprised of Lincoln, Sweetwater and Uinta Counties. The planning process involved coordination with multiple municipalities and several special districts in the region. Wood provided facilitation throughout the planning process, which included risk assessment, development of regional hazard mitigation goals and county-specific mitigation measures. The planning process included risk assessments for wildfire and flooding, including HAZUS flood loss estimation in participating counties.<br>**Cost:** $62K **Completed**: 2016<br>**Reference**: Melinda Gibson, State Hazard Mitigation Officer, 307-777-4914 |
| **Wyoming Stormwater Permit Compliance –** F.E. Warren AFB, Cheyenne, Wyoming | Murray McGregor | √ | √ | √ | | | **Scope**: F.E. Warren Air Force Base is one of only three MS4 permit holders in Wyoming. Wood assisted F.E. Warren AFB in compliance with MS4 Permit in several areas, including public education and involvement, illicit discharge detection and elimination, construction and post-construction site runoff control, stormwater pollution prevention planning, and training.<br>**Cost:** $193K **Completed**: June 2010<br>**Reference**: Ernesto Perez, 307-773-3468 |
| **Stormwater Utility Development –** Southeast Metro Stormwater Authority (SEMSWA), Arapahoe County, Colorado | Murray McGregor | √ | | | | √ | **Scope**: Provided technical expertise to the County, City, and Water Districts through feasibility, implementation, and start-up. Mapped detailed impervious data, performed asset inventory, mapped maintenance activities and CIP, and conducted both desktop and field-based analysis of drainage network. Assembled GIS map book to assist with identification, tracking, and annual reporting. Managed design of rate structure, program priorities, financial and data policies, and billing system during the Authority's formation and implementation.<br>**Cost:** Utility Development $711K **Completed**: 2006<br>**Reference**: Andrew Kuster, SEMSWA, 303-858-8844 |

| Project Name, Client and Location | Team Members | Program Development | MS4 Permit | Green Infrastructure | NFIP CRS | Funding | Project Scope, Cost, Schedule, and Reference |
|---|---|---|---|---|---|---|---|
| **Stormwater Program & Funding Study, Utility Feasibility & Design –** Douglas County, Colorado | McGregor Murray | √ | | | | √ | **Scope**: Comprehensive study and documentation of all aspects of the County's stormwater program, permit requirements, master plans, and system infrastructure. Performed full funding needs and options assessment, utility study, and implementation plan. Mapped critical system information from master-plan documents and drawings, field-survey, and aerial-image interpretation. Guided rate structure development, billing system design and implementation, and mapping/visualization for public outreach and decision support from feasibility through implementation phases.<br>**Cost:** $814K **Completed**: 2010<br>**Reference**: Jim Dederick, Douglas County Public Works Engineering, 303-660-7490 |
| **West Little Avenue Reconstruction and Streetscape Improvements –** Driggs, Idaho | Zung | | | √ | | | **Scope:** The West Little Avenue improvement project focused on pedestrian and bicycle safety, stormwater management, and creating an attractive and inviting environment for tourists and residents. Revitalization of West Little was a priority for both transportation and economic development reasons**.** Harmony Design & Engineering facilitated public outreach and provided final construction documents including plans and specifications, bid documents, bidding assistance, and construction management. Public outreach included a public open house and an online survey to determine what design elements were most important to the community. Additionally, several meetings were held with adjacent property owners and business owners individually and in groups throughout the design process. One major concern was stormwater drainage and handling of a groundwater sump pump from a nearby commercial building that was being discharged onto the public street. Thus, the final design included reducing the amount of pavement within the roadway to make room for landscaping, bike lanes, and wider sidewalks. The sump pump discharge was redirected to the stormwater system on Main Street and stormwater from West Little was treated with a combination of landscaped bioretention areas within the landscape buffer between the sidewalk and street and underground retention storage.<br>**Cost:** $500K (Construction) **Completed**: 2016<br>**Reference**: Doug Self, Community Development Director, 208-354-2362 |
| **MS4, Stormwater Monitoring, and Program Support Services --** Fairfax County, Virginia | Treadway | √ | √ | √ | | | **Scope:** Wood has been working with Fairfax County on its stormwater program since 2003 and has provided a wide variety of services over the past 17 years. Due to our history of responsive and technically sound advice and support, Wood has been re-selected twice to continue providing MS4 and stormwater monitoring support services. Under this contract, we have provided a wide variety of services including development of MS4 Program Plans, TMDL Action Plans, watershed plans, a Stormwater Business Plan, a Public Education and Participation Plan, and Standard Operating Procedures for implementation of MS4 and stormwater monitoring programs. Other services provided under this contract include stormwater BMP retrofit design, stream restoration, stakeholder facilitation, and ordinance writing. |
| **MS4 Program Support Services --** Prince William County, Virginia | Treadway | √ | √ | | | | **Scope:** Wood has been providing MS4 support to Prince William County since 2015. Services provided under this contract have included detailed mapping of the County's MS4 regulated area, MS4 program planning, TMDL planning to improve water quality, quarterly wet weather monitoring at two sites, and biological monitoring at five sites twice a year. Wood supported the County during regulatory inspections of their MS4 program by EPA and the Virginia Department of Environmental Quality, which included conducted mock audits to prepare staff for the inspections. |
| **Engineering Services for the Stormwater Program --** Loudoun County, Virginia | Treadway | √ | √ | | | | **Scope:** Wood has provided the following services to support the County's stormwater program: preparation of TMDL action plans to improve water quality; design of stormwater pond retrofits; stream restoration assessments and conceptual designs; floodplain management services; evaluation of disposal options for soil removed from stormwater management ponds; dam monitoring during high precipitation events; and evaluation of impacts of future development on the County's MS4 permit pollutant reduction goals. |

| Project Name, Client and Location | Team Members | Program Development | MS4 Permit | Green Infrastructure | NFIP CRS | Funding | Project Scope, Cost, Schedule, and Reference |
|---|---|---|---|---|---|---|---|
| **Stormwater Utility Study --** Hagerstown, Maryland | Treadway | √ | √ | | | √ | **Scope:** Wood is currently supporting the City with implementation of a stormwater utility study, the third phase of this project. The first phase included preparation of a current and future stormwater program, development of a five-year program cost, GIS assessment, facilitation of a stormwater advisory committee, and evaluation of funding options for the City's stormwater program. The second phase included refinement of rates and policy, public education workshops, and support for the City's MS4 program, which included preparation of a dry weather screening plan and a good housekeeping plan for City facilities. The current phase includes master account file development, training, and ordinance and credit policy preparation. |
| **NPDES-MS4 Permit Program Evaluation --** City of Topeka, Kansas | Treadway | √ | √ | | | | **Scope:** Wood evaluated the City of Topeka's program of activities, documentation, and reporting for compliance with the Kansas NPDES-MS4 Permit and provided recommendations, a schedule, and costs for program improvements. Follow-on services include the development a post-construction stormwater management program, revision of the City's post-construction stormwater management ordinance, and assistance with City responses to an EPA audit of their NPDES-MS4 Permit compliance program. |
| **Program Assessment for Drainage Management –** Henderson, Nevada | Treadway | √ | | | | √ | **Scope:** Program assessment and funding analysis for long-term support of local flood control and drainage infrastructure provided the City with a plan forward to address significant flood abatement strategies. Henderson has faced an annual growth rate of 30 percent through the early 2000s and was continuously stressed, with resources lagging far behind the demand for services. Though a semi-arid climate, when the rain falls, the infrastructure is over-taxed, resulting in flooded streets and property. Henderson is further hindered by very limited authority to generate resources through traditional local taxes for infrastructure. The evaluation provided several recommendations for addressing long-term program needs, included funding options and operational strategies. |

# 3. References

References are provided for each of the detailed relevant projects described in Section 2. Each reference is the primary client contact responsible for direction and oversight of the Wood Team's work.

## 4. Organizational Capacity

The Wood Team assembled for this project is motivated and available to work on this project. The proposed project schedule will require significant effort between June 29, 2020 and August 17, 2020. Our Laramie office recently finalized the City-Wide Drainage Criteria Manual for the City of Laramie and will have availability to support the Town of Jackson immediately. Though we don't anticipate any staffing issues for this project, Wood has a nationwide network of stormwater professionals that we can draw from if needed.

## 5. Project Approach

Wood sees this project as a great opportunity for the Town of Jackson to establish a formal stormwater program and to create a business plan for that program. The Town has already taken significant steps forward by developing a Draft Work Plan, installing water quality treatment infrastructure, and taking a proactive approach to improving water quality in advance of a potential MS4 permit. The Town has requested support in developing and RFP for a comprehensive Town of Jackson Stormwater Management Program. The goals of our approach are to work with the Town to create a strategy, which will:

- Protect and improve the water quality and wildlife habitat of the creeks in the Town,
- Reduce capital and operation & maintenance costs while meeting pollution prevention goals,
- Meet the WDEQ water quality criteria for the creeks and avoid future regulations/impairments,
- Establish a timeline for implementing critical improvements,
- Identity potential funding sources to support a successful stormwater program, and
- Develop a stormwater ordinance and recommend guidelines that will guide development in a way that mitigates flooding hazards and increases the Town's compliance with potential stormwater quality requirements, and with a mind toward efficiency and effectiveness in design plan submittals and reviews, construction inspection processes, and potential long-term owner maintenance needs.

Stormwater management program planning is the first element in understanding the needs and options for addressing all areas of a local government's response to protecting the environment, addressing infrastructure management, and creating optimal solutions for the long-term operation of the stormwater systems within a community. Regardless of project purpose, whether the focus is on the physical infrastructure or on operational management for policy and ordinance development, the Wood approach is to first establish a program management plan. Starting with a detailed current program review, this process is focused on local issues and priorities, strategies and solutions for long-term actions, and evaluation of cost impacts and funding options that are incorporated into a final report that documents the program planning process and outcomes.

Wood provides a holistic range of stormwater management and design services with a focus on operational planning, strategic program planning, capital projects prioritization, assessment, design, and construction oversight. Our local operations and access to national expertise allows us to establish a

program management strategy that identifies and evaluates efficient solutions that meet varying objectives including flood control, stream channel protection, groundwater recharge, water quality improvement, habitat restoration, climate change adaptation, public health and safety improvements, and other benefits.

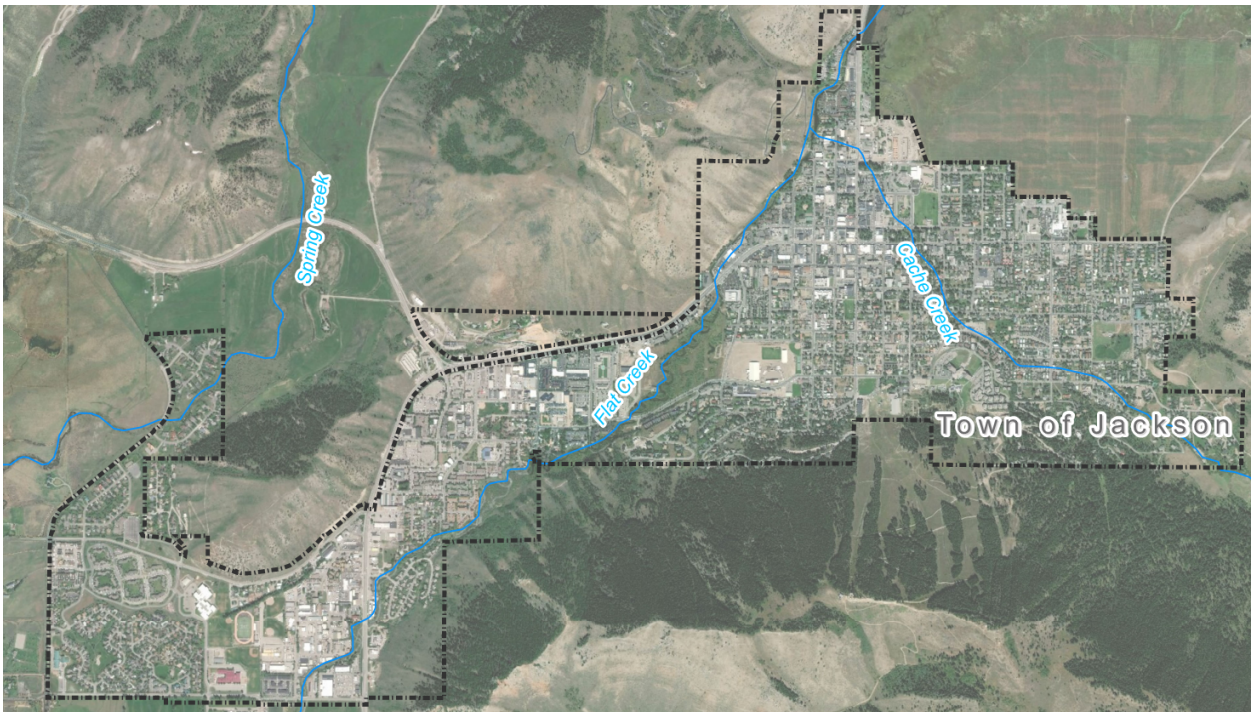
Our extensive urban watershed restoration experience across the United States has provided multiple opportunities to assess the applicability of and plan for infrastructure improvements and BMPs that provide for watershed restoration and environmental enhancement within existing storm drainage networks using better site design practices. Wood staff is widely experienced in the design of new stormwater infrastructure for quality and quantity control, as well as rehabilitation and/or retrofit of existing stormwater management practices to achieve water quality improvement measures.

Wood has developed analytical tools for project planning, project prioritization, facilitating internal discussions on factor development, automation of analysis, and developing design standards for Green Infrastructure (GI) that are tailored to the local needs, addressing geology, soils, climate, topography, and other unique conditions that must be address in GI design.

Our approach to the Phase 1 Scope of Work is outlined below. **A sample Stormwater Program Business Plan Outline that we have developed in previous projects is included as Appendix B**.

## Task 1 – Existing Documents Review

The Town of Jackson is intersected by three watersheds: Flat Creek, Cache Creek, and Spring Creek. While the Town does not currently require coverage under a Municipal Separate Storm Sewer System (MS4) Permit, Flat Creek is listed by the Wyoming Department of Environmental Quality (WDEQ) as impaired due to sediment from urban stormwater runoff.




*Task 1.1 – Compile and Review Existing Data:* The Wood Team will work closely with the Town of Jackson to gather and review available stormwater system information, including the 2001 Surface Water Drainage

Infrastructure Master Plan, the 2006 and 2019 Teton Conservation District Flat Creek Watershed Management Plans, the 2012 Jackson/Teton County Comprehensive Plan, the Snake River Fund 2018 Flat Creek Blueways Project Report, and the 2016 Multi-Hazard Mitigation Plan. Wood will also evaluate existing stormwater system mapping, current local laws and ordinances, and the Town's floodplain management program, and we will interview Town staff to understand the Town's current capital improvement and maintenance program and funding sources.

## Task 2 – Phase 2 RFP

The Wood Team will draft a Request for Proposals (RFP) for Phase 2 of the Town's Program Development based on the Town's Draft Work Plan, information gathered during Task 1, and input from the Town and other project stakeholders. Specific tasks include:

*Task 2.1 – Create Scope of Services Section of Phase 2 RFP:*

The Wood Team will develop a Scope of Services that will include tasks, clear milestones, and specific deliverables. In addition to the specific tasks in the Town's Draft Work Plan, Wood will evaluate the following tasks:

- Creating an Incentive Program for Developers to Encourage On-site Water Quality Treatment
  - The Town may want to consider developing a program to gather input from the development community to create an incentive program that provides benefits to developers in exchange for the installation of water quality best management practices that go beyond minimum requirements. Benefits could include more flexibility on site planning requirements, streamlined review, or other items. Wood has experience in this type of program, including acting as a Phosphorus Facilitator for the Cherry Creek Basin Authority in Colorado, which successfully recruited multiple developers to install additional measures to reduce phosphorus discharges to the Cherry Creek Reservoir.
- Creating a Tool to Help the Town Prioritize the Recommended Projects from Previous Studies
  - On previous projects, Wood created a CIP Prioritization Tool in which points are awarded for various factors and ranked according to a Total Priority Score. An example snapshot is provided below. The Tool is interactive and would allow the Town to change weighting factors and automatically update the color-coded prioritization.

Weighting factor of 10 multiplied by category score of 9.2 contributes 92 points to Total Priority Score

High-priority projects (top third of scores) shown in red

Sums products of category scores and weighting factors

Project is located in Council Ward 3

These projects require no predecessors

| Weighting Factor | | 10 | 7 | 3 | 1 | 4 | 5 | 2 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Project Title | Capital Cost | Cost per Property Benefited, 100-year Storm | Cost per Roadway Benefited, 100-year Storm | Community Recreational Benefits | Water Quality Benefits (Yes=10) | Requires Land Acquisition and/or UPRR Permit (No = 10, Both = 0) | Addresses Existing Minor Storm Flooding Issues (Yes=10) | Community Development Priorities (Yes=10) | Total Priority Score | Neighborhood Distribution (City Council Ward) | Predecessors |
| Regency Pond | $1,652,744 | 9.2 | 3.6 | 8.0 | 0.0 | 10.0 | 10.0 | 10.0 | 251.4 | 3 | 0 |
| Optimize pond outlet structure, Nighthawk and 22nd Street | $56,599 | 7.9 | 10.0 | 1.0 | 0.0 | 10.0 | 0.0 | 10.0 | 212.0 | 3 | 0 |
| Enlarge Pond, CM02, Beaufort & 10th | $210,547 | 4.5 | 2.7 | 2.0 | 10.0 | 10.0 | 10.0 | 10.0 | 189.4 | 2 | 0 |
| Enlarge Pond, NE of 30th and Reynolds Street | $210,547 | 3.5 | 6.2 | 2.0 | 10.0 | 10.0 | 10.0 | 0.0 | 184.4 | 3 | 0 |
| Pond E. of Jacoby GC | $8,926,515 | 10.0 | 0.8 | 10.0 | 10.0 | 5.0 | 0.0 | 0.0 | 165.5 | 3 | 0 |
| Upgrade existing storm sewer to 54" RCP | $684,617 | 3.4 | 3.1 | 0.0 | 0.0 | 10.0 | 10.0 | 10.0 | 165.2 | 2 | Upgrade existing storm sewer to 6'x8' RCBC |

- Stormwater User Fee Feasibility Analysis
  - The recent passage of legislation by the Wyoming Legislature has made it easier for municipalities to establish stormwater user fees. The Town may want to consider the inclusion of a stormwater user fee feasibility analysis task in the scope of work. This task would determine the basic advisability of pursuing a user fee program through a work session with Town staff and background research to determine fee program objectives, potential level of service, potential revenues, and identification of hindrances to implementation. Wood Team member Andy Reese has assisted dozens of communities with stormwater funding issues and would prepare this portion of the scope of work.

*Task 2.2 – Prepare Project Timeline Section of Phase 2 RFP:*

Wood will prepare a proposed project schedule for the Phase 2 RFP, including key milestones where Town Council and public input should occur.

*Task 2.3 – Prepare Cost Schedule and Price Proposal Section of Phase 2 RFP:*

To help the Town budget for the Phase 2, Wood will prepare an itemized cost estimate. The estimate will be structured so that the Town can choose the tasks to fit the available budget, if needed. Wood has experience executing all elements of the Phase 2 RFP for dozens of other communities as outlined in our project experience, which will help us develop realistic cost estimates.

*Task 2.4 – Prepare Scoring Rate Sheet and Proposal Content Section of Phase 2 RFP:*

Working with the Town, the Wood Team will recommend a proposal evaluation structure to help the Town select the most qualified team for Phase 2.

## Task 3- Project Management

*Task 3.1 – Prepare Phase 1 Project Management Plan and Schedule:*

A Project Management Plan (PMP) is required for every project that Wood executes, regardless of project size, to help guide project success for both Wood and our clients. The PMP we will develop for this project will include:

- A summary of the scope of work,
- Success criteria,
- Key project personnel,
- Identification of project risks and mitigation actions,
- Key resources required (tools, software, and other resources),
- Project budget, including current status and effort remaining, and
- Schedule for key milestones and deliverables.

Wood will present the PMP at the project kickoff meeting and will update it monthly to be included with each project invoice.

*Task 3.2 – Meetings:*

Wood will coordinate, develop materials, and provide minutes for the following meetings: a project kickoff meeting (in person, pending any state and local travel restrictions), up to three progress meetings (via teleconference), and one Town Council meeting (attended by up to two Team members). Our Local Coordinator, Jennifer Zung, will attend all meetings in person.

*Task 3.3 – Prepare and Submit Invoices:*

Wood will prepare monthly invoices, as described in the Phase I RFP, with labor and direct costs organized by task.

# 6. Price Proposal

Wood can complete the described scope of work for a total cost of **Twenty-four Thousand, Nine Hundred and Thirty-three Dollars ($24,933)**. A detailed breakdown by task, is provided as Appendix C.

## Assumptions

Wood has included the following assumptions for this proposal:

- Kickoff meeting attendance in person will include our Project Manager and Local Coordinator. Other attendees will participate via telephone/web.
- Three progress meetings are included in the scope. Progress meetings will be attended in person by our Local Coordinator. Other attendees will participate via telephone/web.
- One Town Council Meeting will be attended in person by our Project Manager and Local Coordinator.

# Appendix A: Professional Resumes

# Aaron Murray, PE, CFM

Associate Civil Engineer

## Professional Summary

Mr. Murray has over nineteen years of experience in environmental and water resources engineering, including nine years of experience as a technical lead for a storm water monitoring program at a Superfund remedial investigation site. His technical proficiency includes low impact development (LID) and green infrastructure design, hydrologic and hydraulic modeling, water conservation planning, design of storm water facilities, stormwater quality permits and stormwater monitoring. Mr. Murray's project experience is diverse, including stormwater master planning and design; MS4 permit compliance, stormwater modeling, and stormwater utility formation.

## Qualifications

### Education

- MS, Environmental Engineering, University of Wyoming, 2001
- BS, Civil Engineering, University of Wyoming, 1997

### Registrations / Certifications / Licenses

- Professional Engineer, WY, 10642
- Certified Floodplain Manager, US, US-07-02974

**Years of Experience**

19 (16 with Wood)

**Office of Employment**

West US - Laramie

**Languages**

- English - Fluent

**Professional Associations**

- Member, Association of State Floodplain Managers
- Member, Society of American Military Engineers

**Areas of Expertise**

- Civil Engineer
- Environmental Engineer
- Hydrologist/Hydrogeologist
- Hydraulic Engineer
- Sanitary Engineer
- Water Resources Engineer

## Wood Experience

**Project Manager**

**City-Wide Master Drainage Plan, Laramie, WY, 2018 – 2020**

Developed scope, budget and fee for combining storm drainage infrastructure mapping and modeling from previous studies to create detailed hydrologic and hydraulic model for entire City. Created CIP Prioritization Tool to allow City to rank recommended projects based on cost, flood benefits, environmental and recreational benefits, constructability, and other factors.

**Engineer of Record**

**Greybull Levee Certification, Town of Greybull, WY, 2015 – 2019**

Engineer of record for certification of two levees that protect the Town of Greybull, WY from Big Horn River and Dry Creek flooding. Conducted hydraulic analysis to determine levee deficiencies. Oversight of design of levee improvements to provide required freeboard and to protect levee embankment from erosion. Assisted with preparation of FEMA Hazard Mitigation Grant Program application to successfully obtain over $500K in grant assistance. Provided construction administration services.

**Project Manager**

**South Laramie Master Drainage Plan, Laramie, WY, 2014 – 2017**

Developed storm water drainage master plan for the southern portion of the City of Laramie, WY. Updated City's stormwater infrastructure mapping in real time using smartphones/tablet computers. Created hydrologic and hydraulic model of storm drainage system, identified existing problem areas, and recommended solutions. Prioritized list of recommended projects, with estimated construction costs. Low impact development (LID) practices and other water quality improvements were evaluated.

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**Project Manager**
**Pinedale Drainage Master Plan, Town of Pinedale, WY, 2008-2010**
Prepared storm water drainage study and 5-year master plan for the Town of Pinedale, WY. Scope included gathering existing and future basin characteristics to develop an EPA SWMM 5.0 model to determine peak flow rates for multiple storm events and to document problem areas. Prepared a 5-year plan for capital improvements and system maintenance. Alternatives evaluated for storm water management included Low Impact Development (LID) techniques utilizing infiltration within road rights-of-way.

**Project Manager**
**Storm Water Management Plan Update, Malmstrom AFB, MT, 2009 – 2010**
Prepared update of Storm Water Management Plan (SWMP) to satisfy the requirements of Malmstrom Air Force Base's (MAFB) Phase II storm water discharge permit for its Municipal Separate Storm Sewer System (MS4). Conducted a work session with MAFB staff to inform them of new permit requirements and solicit input on desired changes to SWMP approach. Reviewed and completed MS4 permit renewal application and coordinated application with Montana Department of Environmental Quality. Produced Final SWMP that met requirements of revised MS4 permit.

**Project Manager**
**Storm Water Pollution Prevention Plan Update, F.E. Warren Air Force Base, Cheyenne, WY, 2008**
Conducted a desktop assessment of industrial activities and coordination with the Wyoming Department of Environmental Quality to determine which facilities should be regulated industrial activity points (RIAPs). Inspections were conducted at each RIAP to prepare a site-specific SWPPP for each facility. In addition, customized training materials were provided for each facility on best management practices to minimize or eliminate pollutants in storm water runoff. A comprehensive site compliance evaluation of the Base's storm water program was also completed, including inspections of culverts, inlets, open channels, and outfalls.

**Project Manager**
**Urban Runoff Reduction Study, Malmstrom Air Force Base, Great Falls, MT, 2008-2009**
Storm water discharges from the base have increased erosion of a 6,000-foot segment of rural and agricultural reaches of Whitmore Ravine. Because of the local geology, the erosion is caused by both dry weather and storm water flows. Serving as project manager, a broad range of traditional and innovative LID management practices were evaluated and recommended. The particularly effective methods included the recycling of both the dry weather and storm water flows to create greenspace on the base and to irrigate formal landscape areas and agricultural lands on the base.

**Project Engineer**
**Cherry Creek Stormwater Facilitator, Cherry Creek Basin Water Quality Authority, 2003-2007**
As a part of ongoing efforts to improve the water quality of the Cherry Creek Reservoir, Wood was selected as the "Phosphorus Facilitator", to encourage the use of low impact development (LID) practices that go beyond current minimum standards. Served as a liaison between the development community and local land use agencies to identify positive incentives for developers to include innovative LID stormwater management practices as a part of commercial and residential development plans. Facilitated planned demonstration project for a 50-acre commercial development, a 5,000-acre residential development using bioretention cells in parking islands and bioswales instead of storm sewer, wetland channels and zero-discharge roadways.

**Project Manager**
**Illicit Discharge Detection and Elimination, F.E. Warren Air Force Base, Cheyenne, WY, 2006-2007**
Directed Illicit Discharge Detection and Elimination (IDDE) study and other best management practices necessary to meet the requirements of F.E. Warren AFB's MS4 permit. Conducted desktop assessment of potential sources of illicit discharges. Performed dry-weather inspection of all stormwater outfalls and traced dry-weather flows to determine the sources. Additionally, inspected storm sewer system, noting clogged, damaged, or otherwise compromised infrastructure. Information was gathered using GIS to allow the base to easily locate, query, and prioritize system improvements.

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# Elizabeth Treadway

## Principal Program Manager

### Professional Summary

Ms. Treadway has over 35 years of public works experience including the management of local government services in solid waste and stormwater management including program planning, finance and long-range system master planning. She began her local government career for the City of Greensboro NC, bringing technical expertise in planning, cost and benefit analysis, management, scheduling, and implementation of a wide variety of public works initiatives.

Advancing to Environmental Services Department Director, she was responsible for the planning, development, financing and implementation services to the community in solid waste management, stormwater management, fleet operations, hazard materials management, and public engagement.

In her current consultation role, Ms. Treadway has served numerous communities in analysis of services, program development and permit negotiation, including several State Departments of Transportation (NC. MN, TX). She is skilled in organizational assessment policy negotiation, community engagement, policy research and analysis, zero based budgeting, cost benefit analysis, revenue management, and capital budgeting.

Elizabeth served as President of the American Public Works Association in 2012-2013 (a 30,000-member organization representing public agencies all areas of public works including solid waste, water services, and emergency management for public infrastructure).

### Qualifications

#### Education

- Bachelor of Arts, Political Science, University of Hawaii
- MS, Graduate studies - Finance, George Washington University
- Graduate, Municipal Administration, University of North Carolina Institute of Local Government

### Wood Experience

**Technical Director**

**Miami Lakes FL, Stormwater User Fee Update 2019-2020**

Financial analyst and rate development for the update of current stormwater user fees for Miami Lakes. The rates were set in 2004 and have not been adjusted. The study includes a review of current services, the projection of new initiatives over a 10-year planning horizon, and an updated rate model. It is anticipated that new rates will be effective starting in October 2020.

**Project Specialist**

**Davenport FL Stormwater Rate Study and Ordinance Development. 2018-2019**

### Years of Experience

35 (20 with Wood)

### Office of Employment

East US - Chantilly

### Professional Associations

- Member, American Public Works Association
- Editorial Advisory Board, Member, *Stormwater* Magazine

### Areas of Expertise

- Financial Analysis – Expert
- Member – EPA Environmental Finance Advisory Board Task Force on Stormwater Funding Needs 2019-2020

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One of the fastest growing communities in Florida, Davenport is facing pressures of growth and State regulations on stormwater program. A rate restudy was completed in 2018 and most recent support included the drafting of the complete rewrite of the ordinance on stormwater utility fees as well as the rate assessment resolution. Working with the Public Works staff along with the City's attorney, Ms. Treadway scoped and prepared the draft of both documents to codify the findings of the rate report that she provided technical review and finalization for the client. The 2019 focus is on the final adoption process of the key legal documents. This will provide the City with increased revenue capacity to meet current and future needs.

**Technical Director**
**Sarasota County FL Stormwater Rate Review 2018-2019**
Sarasota County established their stormwater utility in 1989 and has amended the legal structure and rates over the past three decades. The last rate update was in 2009. Sarasota staff recognized the need to assess the overall program of services, the long-range financial needs, the credits strategy, and potential strategy for change to ensure that the services provided will continue to effectively manage stormwater. Ms. Treadway serves as the technical lead and financial modeler in the process of evaluating current organizational alignment, use of credits, and future needs financial forecast. The study will be completed in late fall 2019, with anticipation of a complete update of the rate structure, policy changes, and a new financial rate model.

**Technical Analyst**
**Financing Strategy, City of Naples FL Spring Lake Engineering Study 2019**
Serves as the lead financial analyst to develop options and strategies, including detailed allocation of cost model for the implementation of a municipal services taxing unit for the implementation of the recommended Spring Lake improvements. Inventoried funding options based on Florida authority for local governments to raise additional revenues for construction and long-term operation of stormwater facilities. Coordinated with Wood Team on preferred strategies and presented options to the City in a work session.

**Project Director**
**Allentown Stormwater Management Program Plan Development and Implementation Support 2018-2021**
Serves as the Director for a multi-year, multiple task program management support contract including the negotiation of a Phase I NPDES MS4 permit renewal, development of program strategies for compliance with the MS4 permit over the five-year permit term. Facilitates internal work groups and provides technical direction on public works services as well as policy regarding water quality strategies. Leads a team of technical professionals from multiple Wood offices to support the development and expansion of stormwater services within the City.

**Stormwater Management Program Development and User Fee Analysis and Implementation, Ferguson Township, Pennsylvania 2017-2020**
Ms Treadway provided both technical and project management roles in the evaluation of a stormwater program plan to be funded through user-fee a strategy for Ferguson Township, located in Centre County, PA. The Phase I of the project included the facilitation of a stormwater advisory committee, evaluation of current services, establishment of community priorities for stormwater services, and financial analysis of current and future costs for the Township's Stormwater Program. Phase II was initiated in January 2019 as an Implementation Phase to be completed in the summer of 2020 and adopted for implementation effective January 2021. Phase II builds off the work of Phase I and leads to a decision of the Board of Supervisors in Summer 2020.

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# Robert McGregor, PE

## Principal Water Resources Engineer

### Professional Summary

Dr. McGregor has over 50 years' experience as a professional consulting engineer in the fields of urban storm drainage design, watershed management, erosion control, stream stabilization, water quality standards, water supply, wastewater treatment and reuse, and infrastructure design. He has successfully planned, designed and constructed major infrastructure systems for private industry, municipalities, state governments and the federal government. Several of these were in contentious environments where the water supply and wastewater treatment needs of one interest group were competing with other interest groups and it was necessary to resolve difficult issues to the satisfaction of multiple interest groups and regulatory agencies. Dr. McGregor has a special professional interest and extensive experience in the design and construction of natural stream channels that meet flood control requirements that simultaneously provide urban recreation opportunities, wildlife habitat, and improvements to water quality and enhanced property values.

### Qualifications

#### Education

- Doctor of Environmental Science and Engineering, Environmental Science and Engineering, University of California, 1975
- Master of Science, Environmental Health Engineering, University of Notre Dame, 1971
- Bachelor of Science, Engineering, University of Notre Dame, 1970

#### Registrations / Certifications / Licenses

- Professional Engineer, AK, 7384
- Professional Engineer, CO, 13652
- Professional Engineer, WY, 10211
- Professional Engineer, SD, 5442
- Professional Engineer, NY, 16078047
- Professional Engineer, MO, 16686

### Wood Experience

**Senior Advisor**

**City-Wide Master Drainage Plan, Laramie, WY, 2018 – present**

Assisted in creation of CIP Prioritization Tool to allow City to rank recommended projects based on cost, flood benefits, environmental and recreational benefits, constructability, and other factors. Recommended strategy for drainage criteria manual development task.

**Project Principal**

**Pinedale Drainage Master Plan, Town of Pinedale, WY, 2008-2012**

**Years of Experience**

53 (23 with Wood)

**Office of Employment**

West US - Denver

**Languages**

- English - Native

**Professional Associations**

- Member, American Public Works Association
- Member, American Society for Testing and Materials
- Professional, American Society of Civil Engineers
- Professional, American Water Works Association

**Areas of Expertise**

- Water Resources Engineer

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Advised on preparation of stormwater drainage study and 5-year master plan for the Town of Pinedale, WY. Scope included gathering existing and future basin characteristics to develop an EPA SWMM 5.0 model to determine peak flow rates for multiple storm events and to document problem areas. Prepared a 5-year plan for capital improvements and system maintenance. Alternatives evaluated for stormwater management included Low Impact Development (LID) techniques utilizing infiltration within road right-of-way.

**Project Principal**

**Urban Runoff Reduction Study, Malmstrom Air Force Base, Great Falls, MT, 2008-2009**

Malmstrom Air Base has expanded its operations and urban infrastructure to meet its changing mission since World War II. Storm water discharges from the base have increased erosion of a 6,000-foot segment of rural and agricultural reaches of Whitmore Ravine. Because of the local geology, the erosion is caused by both dry weather and stormwater flows. Served as project manager of a multidisciplinary team to evaluate alternative methods to manage the dry weather and stormwater flows. A broad range of traditional and innovative LID management practices were evaluated and recommended. The particularly effective methods included the recycling of both the dry weather and stormwater flows to create greenspace on the base and to irrigate formal landscape areas and agricultural lands on the base. Also acted as project advisor on a separate contract to prepare final design documents for preferred alternative.

**Project Principal**

**Stormwater Master Drainage Plan (MDP), Buckley Air Force Base, Aurora, CO**

Project Principal responsible for revising the base-wide EPA SWMM5 hydrologic and hydraulic models, developing and costing alternative stormwater management strategies, and completing the final report. The MDP evaluated the conveyance capacity of the existing storm drainage system for the 100-year, 10-year, and 2-year storm events; recommending areas of eventual replacement, maintenance, or expansion; providing a conceptual storm drainage layout plan; and incorporate recommendations for Low Impact Development (LID) practices to reduce stormwater runoff.

**Project Manager**

**Flood Recovery Stream Restoration, City of Manitou Springs, CO**

Served as the Project Manager for the prime design build contractor. The project included the planning, design, permitting and construction of the restoration of Wildcat Gulch as a part of the flood recovery program for the City of Manitou Springs, Colorado. Wildcat Gulch is a highly erosive stream that discharges heavy sediment loads into Sutherland Creek and eventually downstream into Fountain Creek. The restoration project was funded by grants from the US Housing and Urban Development (HUD) and the US Natural Resources Conservation Service (NRCS). The design/build method of delivery was chosen because of the emergency nature of the restoration, limited budgets and a very tight schedule. The scope of the restoration includes the restoration of approximately 1,000 ft of highly erosive stream channel, installation of a new box culvert and replacement of the road crossing. Phase I of the project was completed in 2016 within budget without any change orders and 45 days ahead of a 150 day schedule under challenging winter construction conditions. Phase II was completed in March 2017 30 days ahead of schedule and under budget.

**Principal Author**

**Urban Drainage Design Criteria Manual, City of Greenwood Village, CO**

Principal author of engineering design criteria manual for City of Greenwood Village, Colorado. Major components included rainfall/runoff, watershed planning, flood hydrology, floodplain management, hydraulic design of structures, preservation of wetlands, enhancement of aquatic habitat, storm sewers, open channel design and flood detention. Criteria were adopted by City as a part of municipal code.

**Planning, Design & Permitting**

**Urban Drainage Master Plan, City of Greenwood Village, CO**

Planning, design, and permitting of major drainageway flood control and wetland enhancement structures in the City of Greenwood Village. Activities included the completion of a citywide urban drainage master plan, design of flood control and wetlands mitigation structures, inventory of wetland and riparian corridor resources and review of miscellaneous drainage plans for the city.

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# Jennifer Zung, PE

*PROJECT MANAGER, PRINCIPAL ENGINEER*

HARMONY DESIGN & ENGINEERING

## Overview

Jennifer has more than 25-years of professional experience in the civil engineering and water resources field. She is the founding principal of Harmony Design & Engineering, which was born out of the inspiration to provide engineering services with an emphasis on environmental conservation. Her skills and abilities include client-oriented project management and sensitive community outreach, combined with solid technical expertise in water resources, hydrologic and hydraulic engineering, floodplain mapping, and general site civil engineering.

Jennifer will serve as the Local Coordinator on this project and will assist Wood in developing the Stormwater Management Work Plan and schedule. She has experience organizing multi-disciplinary groups and developing solutions that are sustainable, implementable, and cost effective. She is the current contract floodplain manager for Teton County, Idaho, and the past contract City Engineer for the City of Driggs. Past presentations include "Understanding Floodplains" (2017, Friends of the Teton River), "Teton Creek: A mitigation success" (2016, ASFPM National Conference), "Low Impact Engineering and Planning (2008, Valley Advocates for Responsible Development).

### *Representative Projects*

Jackson Lake Lodge Stormwater Management Plan – Grand Teton National Park | 2016

Project manager and lead engineer for this comprehensive stormwater management plan for the 73-acre lodge site in Grand Teton National Park. The plan is based on a SWMM model that was developed for the site, which included a variety of LID BMPs.

Update to the Catalog of Stormwater Best Management Practices for Idaho | 2015

Project manager and lead author for this comprehensive update to the *Idaho Department of Environmental Quality (DEQ) Catalog of BMPs for Idaho Cities and Counties*. Expected to be published in 2020. Collaborated with Idaho DEQ staff, Greenhorne and O'Mara, and Geosyntec Consulting.

R Park – Wilson, Wyoming | 2016

Project civil engineer and facilitator collaborating with a large project team to develop the final plan for this natural park on the west bank of the Snake River that connects people to water while preserving space for wildlife. Lead engineer responsible for the SWPPP, final park grading plans, roadway plans, and utility plans.

West Little Avenue Streetscape Improvements – Driggs, Idaho | 2015

Project manager, engineer-in-responsible-charge, and construction administrator for this 700-lf street reconstruction project that incorporated green infrastructure for stormwater management.

## Registrations/ Certifications

**Professional Engineer**
Wyoming (No. 10463), Idaho (No. 11539), Montana (No. 49392), Colorado (No. 34767), Washington (No. 55758)

**Water Pollution Control Manager (WPCM)**

**Certified Floodplain Manager (CFM)**

**LEED Accredited Professional**

## Education

**M.S. Civil Engineering - Hydrologic and Environmental Sciences and Engineering**
Colorado State University, Fort Collins, Colorado, Summa Cum Laude | 1996

**B.S. Civil Engineering**
Missouri University of Science & Technology, Rolla, Missouri, Summa Cum Laude | 1994

# Ross Davenport

## Technical Professional - Civil

### Professional Summary

Mr. Davenport is a water resources engineer with over twenty years of experience in water resources, hydrology and hydraulics, and twenty years in civil earthwork grading design. He has provided technical support on projects involving hydrology & hydraulic modeling, floodplain mapping, stormwater infrastructure design, and reclamation design. His work has encompassed research, planning, permitting, conceptual design, detailed design, and detailed modeling of projects throughout the United States.

### Qualifications

#### Education

- Bachelor of Science in Civil Engineering, Civil Engineering, Colorado State University, 2011
- AAS, Computer Aided Drafting, Front Range Community College

### Experience

**Lead Stormwater Modeler**

**Laramie City-Wide Master Drainage Plan, Laramie, WY, 2019**

Mr. Davenport was tasked with bringing multiple master plan models together to establish a city-wide master drainage plan. This was done through taking multiple modeling program results and combining them into one EPA-SWMM model. Created new model for areas not included in previous studies. Approximately seventy square miles of drainage area was analyzed in the final model.

**Lead Stormwater Modeler**

**South Laramie Drainage Plan, City of Laramie, Laramie, WY, 2016**

Mr. Davenport was tasked with the overall layout and analysis of the South Laramie Drainage plan. This included using multiple software packages to merge existing data into one PCSWMM model. The layout of the models created were taken from existing field data and multiple AutoCAD, GIS and other sources. The analysis of the plan included running multiple scenarios of improvements and creating lists of possible improvements based on the different model results created.

**Technical Professional**

**Stormwater Model and Mapping, City of Thornton, CO, 2009**

Established a city-wide drainage plan for the existing storm sewer network. This project included establishing new drainage basins and investigating completed and proposed work that was to be completed in the city. In addition, field work was conducted to update or confirm the current network in the GIS system.

**Years of Experience**

20 (5 with Wood)

**Office of Employment**

West US - Laramie

**Languages**

- English - Fluent

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Continued...

**Lead Floodplain Modeler**
**Bunker Hill Floodplain Modeling, Kellogg, ID, 2018 - 2019**
Mr. Davenport was tasked with running and analyzing the floodplain model for the site. This included modifying the existing FEMA model for the addition of new grading for structures and rerunning the model. This was required to prepare a no-rise certification for the construction proposed in the floodway.

**Stormwater Designer**
**Stormwater Improvement Design, San Pasqual Academy, Escondido, CA, 2019**
Mr. Davenport was tasked with bringing storm drainage plans and drawings up to county standards and working on design redlines. The project consisted of a major storm drainage that was designed to bypass a local school area to minimize flooding in the area. All work was done remotely from Wyoming working with the California team.

**Stormwater Designer**
**Drainage Improvements, Honeywell, Oakland, CA, 2019**
Mr. Davenport was tasked with the surface drainage design of the site. This included the design of surface grading, trench drains, and inlets to route all storm flows to an injection well to prevent discharge to the street.

**Stormwater Designer**
**Civil Investigative Survey, F.E. Warren Air Force Base, Cheyenne, WY, 2019**
Mr. Davenport was tasked with part of the field data collection and the surface design of the facilities. Each facility required minor road design and working pad layout. In addition, all surfaces were checked and designed to specifications to allow all surface drainage to leave the site with considerations taken to reduce erosion around the sites.

**Stormwater Designer**
**Linford School Drainage Study, City of Laramie, Laramie, WY, 2018**
Mr. Davenport, with support, has designed storm sewer, underground detention, and the removal and replacement of water lines in the project area to resolve flooding issues around the Linford Elementary School. This included the modifications to elevations based on design criteria provided by the City using the 3-D pipes modeling option in AutoCAD to establish and maintain design requirements associated with piping and clearance issues regarding water and sewer separation.

**Stormwater Designer**
**Turner Tract Pond Designs, City of Laramie, Laramie, WY, 2018**
Mr. Davenport was tasked with the pond design and layout of two critical ponds to reduce flooding downstream in the drainage system. The design include boulder drop structures, outfall protection, and outlet structure designs.

**Floodplain Modeler**
**Greene County Flood Analysis, Scotland County, MO, 2017**
Mr. Davenport was tasked with the detailed analysis of three rivers in the county. This was done through the use of multiple water modeling programs to obtain the desired floodplain results. This included updating the FEMA flood zones throughout the areas covered by the three rivers.

**Floodplain Modeler**
**Scotland County FOA, Scotland County, MO, 2017**
Mr. Davenport was tasked with first order analysis of rivers covering the entirety of Scotland County Missouri. This was done based on given LiDAR data and all surface information was extrapolated from the base data to create the hydrological features to put into the model. All modeling was done with the use of HEC-RAS and ArcGIS programs.

**Technical Professional**
**Town of Greybull Levee Investigation, 2015**
Responsible for the collection of soil samples for an investigation of an existing levee to support certification. In addition, detailed mapping was required of the site for proposed construction. Detailed field notes had to be completed for mapping that would be completed in the office to establish encroachment issues in the area of the investigation.

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# Heather Williams, EI, LEED AP

## Senior Project Manager

### Professional Summary

Ms. Williams's professional consulting experience has focused on storm water program development, planning and policy, sustainability, and green infrastructure. She has managed and implemented public and private projects ranging from $20K to $2M. She has been pivotal in sustainable policy development, public education and outreach (internal city staff, external design community, and the public), and technical design standards. She has managed two award-winning sustainability projects for the City of Indianapolis that involved a comprehensive update to the entire city ordinance and creation of green infrastructure standards. She has crafted green infrastructure programs for several cities including: Indianapolis, Indiana; Fort Wayne, Indiana; Boulder, Colorado; Birmingham, Alabama; Philadelphia, Pennsylvania; Atlanta, Georgia; and Nashville, Tennessee. She has a unique set of technical skills, passion, and energy that enables her to communicate, collaborate, and coordinate with city officials, local environmental groups, the design community, and others to foster and drive change at many levels.

### Qualifications

#### Education

- BS, Civil Engineering, Purdue University, 2003

#### Registrations / Certifications / Licenses

- Engineer-in-Training, Indiana, ET30810201
- LEED Accredited

### Selected Wood Experience

**Project Manager**

**Green Infrastructure Strategic Plan & Related Municipal Code Revisions, Boulder, CO, implementation on-going**

The green infrastructure strategic plan goal was to assist the city with meeting permit requirements while taking a proactive approach to identifying future storm water needs and influencing sustainable planning and design throughout the city. The plan focused on three primary areas with internal city stakeholder engagement being an integral part of the project: 1) process and policy; 2) engineering analysis; and 3) prioritized projects. These three items were folded into the primary work product -- a comprehensive and cohesive strategy document for the city to address green infrastructure on private and city projects.

**Project Engineer**

**Post-Construction Stormwater Ordinance and Manuals, City of Birmingham, AL, on-going**

Project engineer and consultant for the development of a comprehensive stormwater management program to address NPDES-MS4 post-construction requirements for new developments and redevelopments in the City. The program elements include:

**Years of Experience**

17 (14 at Wood)

**Office of Employment**

East US - Knoxville

**Professional Associations**

- United States Green Building Council
- Indianapolis Chapter-American Society of Civil Engineers
- Indiana Water and Environment Association
- White River Alliance
- Green Roofs for Healthy Cities

**Areas of Expertise**

- Municipal Stormwater Planning and Organization
- NPDES-MS4 Permitting
- Green Infrastructure and Low Impact Design
- Stormwater Ordinances, Policies and Design Guidance
- Stormwater Maintenance Programs and Procedures
- Stormwater Program Financing
- Watershed Master Planning
- Green Infrastructure Strategic Planning
- Stormwater Program Business Planning
- Stakeholder Facilitation and Education

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- Full development of the post-construction stormwater ordinance and related policies, processes, and procedures with integration of watershed master planning and green infrastructure / low-impact design program strategies
- Crafting an education and training plan for local government officials, stakeholders, and the public
- Full development of post-construction storm water design criteria and specifications, focusing first on green infrastructure / low-impact design, then on traditional storm water methods, and including supporting design and plan submittal / site inspection tools.
- Implementation of the education and training plan for local government officials, stakeholders, and the public and adoption of the new post-construction storm water program performed with internal and external stakeholders

**Project Engineer**
**Post-Construction Stormwater Ordinance and Manual, Topeka, KS, on-going**
Project engineer for the development of a comprehensive stormwater management program to address NPDES-MS4 post-construction requirements and drainage/flooding needs at new developments and redevelopments in the City of Topeka. Ms. Williams assisted with the revision of the City's existing ordinances for stormwater management, floodplain management, and stream buffers; development of a new ordinance pertaining to stormwater BMP inspection and maintenance; development of policy and technical guides for stormwater BMP design and, separately, for stormwater BMP maintenance. In addition, Ms. Williams was project lead for developing a green infrastructure road map, which consisted of a comprehensive ordinance, policy, and incentive evaluation for the incorporation of green infrastructure into the City program.

**Project Engineer**
**Stormwater Design Standards Update, Augusta, GA, on-going**
Ms. Williams assisted with writing the new Stormwater Design Manual and complied green infrastructure typical details to accompany the Design Manual. The Stormwater Design Manual includes water quantity, quality, green infrastructure, and incentives.

**Project Engineer**
**Property's Owner Post-Construction SCM Maintenance Guide, Chattanooga, TN, on-going**
Ms. Williams assisted with the development of a post-construction stormwater control measure (SCM) inspection and maintenance manual for the City of Chattanooga. The manual was tailored to the needs of owners, and thus largely non-technical in nature, dwelling on needs for routine inspection and maintenance of stormwater SCMs. The manual included specific policies and procedures for the inspection and documentation of each type of SCM accepted by the City for post-construction stormwater management. The manual was developed under, and aligned with, the City's SCM design-oriented Rainwater Management Guide.

**Project Engineer**
**Green Infrastructure Typical Details, Specifications, and Fact Sheets, Chattanooga, TN, on-going**
Assisting with implementation of Consent Decree Green Infrastructure (GI) Projects, including development of standard details, specifications, and maintenance guidance for Green Infrastructure for incorporation on City Projects to reduce inflow and infiltration to the combined sewer system.

**Project Manager**
**Municipal Sustainability Integration, City of Indianapolis, Indianapolis, IN**
Assisted and played a key leadership and facilitator role to the City of Indianapolis Office of Sustainability, Department of Public Works-Engineering, and Department of Metropolitan Development in developing the Sustainable Infrastructure Program. This involves extensive coordination among multiple city departments, programs, contractors, neighborhood groups, watershed organization, and nonprofit organizations. Below are the various program components:

- City of Indianapolis Ordinance / Policy / Incentive Review Scorecard
- Municipal Rain Garden Program Development
- Municipal Green Infrastructure Web Resource Center Development
- City of Indianapolis Green Streets Design Standards
- City of Indianapolis Green Infrastructure Supplemental Storm Water Document
- City of Indianapolis Municipal Green Infrastructure Geographic Information System (GIS) Tracking Process

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# John Hininger

## Technical Professional - Civil

### Professional Summary

Mr. Hininger is a Wyoming-registered Engineer in Training with a bachelor's degree in Civil Engineering focusing on Water Resources. He also has a minor in Geology, a Bachelor's in German. His work at Wood has concentrated on Water Resources and Infrastructure in Civil Engineering. His experience is dynamic and includes project experience in Federal, State and Local arenas. He has provided data analysis and construction costing for stormwater and water conservation projects. His field experiences include water conservation data collection, and utility construction oversight. He has collaboratively completed environmental site assessments in Colorado and Montana. His excellent communication skills with clients, contractors, and other project members make him a valuable asset in both the field and the office.

### Qualifications

#### Education

- Bachelor of Arts, German, University of Wyoming, 2015
- Bachelor of Science, Civil Engineering, University of Wyoming, 2013

#### Registrations / Certifications / Licenses

- Professional Engineer, Wyoming, Civil

#### Training

- City of Laramie Contractor Training

### Wood Experience

**Technical Professional**

**South Laramie Drainage Master Plan, City of Laramie (WY), Laramie, WY, 2014-2017**

Part of team for the development of the stormwater drainage master plan for the southern portion of the City of Laramie, WY. Performed survey of existing stormwater infrastructure, including manholes, inlets, culverts, detention ponds, and other structures. Used hand-held tablets to create a GIS database for the City's stormwater system, updating it in real-time from the field. Helped determine inputs for hydrologic and hydraulic model of storm drainage system, identifying existing problem areas, and recommending solutions. Assisted with preparation of estimated construction costs. Assisted with report writing and formatting.

**Technical Professional**

**City-Wide Master Drainage Plan, City of Laramie, WY, 2018-Present**

Consolidated recommended projects along with engineering cost estimates for West, North, and South Laramie Master Drainage Reports by

**Years of Experience**

9 (9 with Wood)

**Office of Employment**

West US - Laramie

**Languages**

- English - Fluent

**Areas of Expertise**

- Civil Engineer

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standardizing values and approaches to estimates. Once he compiled the projects, Mr. Hininger developed prioritized lists for City-Wide Capital Improvement Prioritization Plan with estimated construction costs.

**Construction Inspector**
**Levee Raise at Dry Creek, Town of Greybull, Greybull, WY, June 2017**
Assembled project manual and construction documents for activities to restore levee certification. Showed competence in working with large documents and technical specifications using legal language. The document included contracts, statement of work, construction forms, specifications and drawings.

**Environmental Technician**
**WDEQ Permitting, Vecta Oil and Gas, Campbell County, WY, 2015**
Completed general permits for stormwater discharge associated with construction activities for multiple exploration wells and wrote stormwater pollution prevention plans accordingly. The permits were written following WDEQ guidelines. The SWPPs were prepared using good engineering, hydrologic, and pollution control practices aimed to identify best management practices to reduce or eliminate possible water quality impacts to local bodies of water. The best management practices encompassed a wide range of erosion and sediment control practices, both structural and non-structural in nature, that are implemented on or near the construction site.

**Environmental and Water Technician**
**WDEQ Permitting, Water Intrusion Study, Confidential Client, 2015 – 2016**
Mr. Hininger compiled and wrote multiple reports for a Water Intrusion Study performed in Wyoming, including a Site Exploration Report, Storm Water Pollution Prevention Plan, Excavation and Health Safety Plan, and WDEQ permits for stormwater discharges from excavation activities. Helped perform field survey of steel-lined, concrete structures in limited access areas and determine quality of data in the field. Mr. Hininger also assisted with organizing a large database of groundwater depths, soil properties, surface water characteristics, and other information for over 450 sites into a risk matrix to determine which sites were most at-risk for water intrusion.

**Technical Professional**
**Bell Wellfield Expansion Project – Belvoir to Bell Model, Cheyenne Board of Public Utilities, WY, 2019-Present**
Compiled historic and field data analytics in part to develop and build a hydrogeologic framework conceptual site model (CSM) of the City of Cheyenne's Bell Wellfield. Wood utilized C Tech's Earth Volumetric Studio (EVS) program for 3D CSM creation as it is capable of assimilating and integrating multi-sourced 2D and 3D geological, geophysical and groundwater data. The draft information has already informed the Cheyenne BOPU of data needs to better understand interaction between aquifers and lithologic strata within the Ogallala aquifer system. The final model will create a unified CSM for the Bell, Borie, and Happy Jack wellfields and recommend an aerial and surface geophysical program designed to address remaining data gaps as well as best groundwater management practices for sustainable use of the wellfields.

**Technical Professional**
**Preliminary Design Water Treatment Plant, Silver Bow Creek/Butte Area NPL Site, British Petroleum, Butte, MT, 2019**
Reviewed and reported Federal and State water quality criteria for future discharges of a proposed mine water treatment plant for the Berkeley Pit in Butte, Montana. Other operations neighboring this mine had adjusted target levels as set forth and determined by Federal, State and personal stakeholders as a pragmatic and financially attainable means of treating and removing water from the site. Additionally, whole effluent toxicity (WET) tests had been performed on discharge streams with similar chemistry as proposed target levels for the new treatment plant. These WET criteria had to be interpreted for site specific conditions and accommodate for future uncertainty. Mr. Hininger also researched and reported on water treatment selection alternatives, supporting the selected treatment train was a proven, cost effective, and feasible decision. Involvement in the initial design process involved review of design and treatment alternatives, client interaction and stakeholder meetings and discussions, and formally documenting decision processes.

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# Andrew Reese, PE, LEED AP

## Vice President/Principal - Water Resource Engineering

### Professional Summary

Andy Reese is a Vice President at Wood. He has over 35 years' experience in a wide variety of stormwater management, water resources, hydraulic and hydrologic engineering research and management roles. He is a registered professional engineer and LEED certified with an engineering degree from Cornell University and degrees in business administration (Boston) and hydraulic engineering (Colorado State). He has worked in all 50 states in a wide variety of municipal and government stormwater management roles from planning and program development through design, funding, and regulatory compliance. He is a recognized international leader in stormwater management with current emphasis on stormwater funding and green infrastructure. With over 75 articles, criteria manuals and refereed papers, he is a noted writer and also a popular public speaker having given over twenty keynote addresses including the first STORMCON and the first WEFTEC Stormwater Congress. He is the co-author of the best-selling textbook Municipal Stormwater Management and has performed research for the Corps of Engineers in hydrology, hydraulics and taught at Vanderbilt University, as well as numerous short courses and lectures.

### Qualifications

#### Education

- Master of Business Administration, Boston University, 1980
- Master of Science, Hydraulic Engineering, Colorado State University, 1977
- Bachelor of Science, Civil Engineering, Cornell University, 1975

#### Professional Qualifications/Registrations

- Professional Engineer, GA, PE023433, 1997
- Professional Engineer, TX, 112428, 2012

### Wood Experience

**Project Professional**
**Brampton, ON**
Worked with the Wood team to develop a feasibility study for implementation of a stormwater user fee. Efforts included directing and advising all aspects of the project, supervising capital cost estimates, coordinating financial analysis, and leading citizen group facilitation.

**Project Director**
**Agawam, MA**
Development of a stormwater user fee for the town of Agawam, MA. Efforts include direction of overall effort, financial analysis, and interaction with the public.

**Years of Experience**

35+

**Office of Employment**

West US - Boulder

**Languages**

- English - Fluent

**Professional Associations**

- Member, Water Environment Federation

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Continued...

**Project Professional**
**Georgia Stormwater Management Manual (GSMM), Atlanta Regional Commission (ARC)**
Development of a stormwater design and policy manual for the State of Georgia, meeting facilitation, 37 cities and counties and the state as clients. Also selected twice to provide detailed training to cities and counties on the manual.

Selected to provide training on a set of six model ordinances throughout the Atlanta Metro area. The ordinances cover key areas of integrated stormwater management and advanced site design. Provided eight training sessions and received top evaluation ratings at each session.

**Project Manager**
**Augusta Stormwater, City of Augusta, Augusta, GA, 2015**
Project Manager in the development of a stormwater utility for Augusta-Richmond County. Efforts included both public involvement facilitation and leading in all program and financial studies.

**Project Professional**
**Clarksville Program Assessment and, City of Clarksville, Clarksville, TN, 2015**
Stormwater manual development, stormwater ordinance development, program planning, assistance in stormwater utility feasibility analysis, BMP manual, and citizens group facilitation, assistance in MS4 permitting compliance.

**Project Professional**
**Fort Worth, Comprehensive Storm Water Program Development and Utility Implementation, City of Fort Worth, TX**
Assisted in the development of policy and implementation of modified stormwater criteria emphasizing integrated design criteria. Provided review and comment in the development of a stormwater utility feasibility study.

**Project Professional**
**Stormwater Management Services, Knox County, Tennessee, County of Knox TN**
Stormwater program assessment and action plan development, master planning, ordinance development, stormwater maintenance program assessment, and citizen group facilitation. Additional efforts included leading the County citizen's group through a process of developing and adopting a stormwater quality integrated development approach that incorporated site design credits, stormwater controls, Better Site Design and other concepts.

**Project Professional**
**Lexington County SWMP, Lexington County (SC), Lexington, SC, 2017**
Development of an NPDES Phase I action plan, program assessment, public awareness plan development, and utility feasibility assessment, stormwater utility development assistance.

**Project Professional**
**League of Minnesota Cities NPDES Phase II MS4 Guide Plan and Associated Training, Bonestroo Rosene Anderlik & Associates**
Provided GIS planning, technical advice on program development, and served in a technical director role in the development and implementation of NPDES Phase II compliance programs

**Project Manager**
**MWS/InFill Redevelopment Wrkg Grp, Nashville and Davidson County (TN), Nashville, TN, 2015**
Served as project director in development of a Green Infrastructure master plan for the downtown (CSO) area of Nashville. Activities and responsibilities included technical direction and analysis, meeting facilitation, decision making, and conceptual design input. Led additional efforts in development of a Green Infrastructure design manual, policy, incentives, barriers analysis, and related efforts. Additional projects involved the development of complex infill policy and technical requirements including ten facilitated meetings, and the development of a funding approach analysis for the development of a Watershed Improvement Fund. Efforts in this last task included analysis of a wide array of funding approaches and sources in support of Green Infrastructure projects and scarce funds leveraging.

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# Jeffrey Brislawn, CFM

## Hazard Mitigation Lead / Associate

### Professional Summary

Jeff is the Hazard Mitigation Lead / Sr. Associate in Wood's Hazard Mitigation and Emergency Management Program and has over twenty-seven years of experience in Emergency Management, GIS and mitigation planning work for state and federal governments, as well as technical assistance to local governments. Jeff has been the project manager on several Disaster Mitigation Act (DMA) compliant local and state hazard mitigation plans, as well as provided GIS-based risk analysis in support of many others. Jeff is also experienced in leading local and state energy assurance planning efforts. Jeff is experienced with Federal Emergency Management Agency (FEMA) mitigation grant programs and has assisted local and state governments with the development of technically feasible, cost effective and environmentally sound mitigation project applications. Jeff is an experienced user of FEMA's benefit cost analysis software modules and HAZUS, FEMA's multi-hazard loss estimation software. Jeff has provided GIS and natural hazards mitigation technical assistance to the FEMA Mitigation Division during times of disaster, travelled to disaster areas, written reports, trained staff, and been involved in community outreach. Jeff's academic experience in engineering/environmental geology provides a strong earth sciences background to his work in natural hazards risk assessments and GIS. Jeff is a Certified Floodplain Manager and Wood Certified Project Manager.

### Qualifications

#### Education

- Master of Science, Geology, Engineering/Environmental Specialization, 1992
- Bachelor of Science, Geology, Ohio University, 1987
- Certified Floodplain Manager, US, US-06-02156

### Wood Experience

**Region 4 Hazard Mitigation Plan: Lincoln County, Sweetwater County, Uinta County, WY, 2016**

Responsible for QA/QC review of the development of a multi-jurisdictional Disaster Mitigation Act (DMA) for a 3 county region in southwestern Wyoming.

Project Manager / Technical Lead
Risk Assessment Update for Hazard Mitigation Plan, Teton County, WY, 2/2015 – 2/2016
This project involved developing the risk assessment chapters for the Teton County hazard mitigation plan as a subconsultant to an independent contractor. Included incorporating a RiskMAP flood risk report developed by FEMA Region VIII and a HAZUS earthquake loss study prepared by the Wyoming Geological Survey.

**Years of Experience**

27 (15 with Wood)

**Office of Employment**

West US - Boulder

**Languages**

- English - Fluent

**Professional Associations**

- Member, Association of State Floodplain Managers
- Member, Earthquake Engineering Research Institute
- Member, Geological Society of America

**Areas of Expertise**

- Hazard Mitigation Planning
- Geologist
- Hazard Risk Assessment
- Benefit Cost Analysis
- FEMA Grant Applications

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Continued...

**Project Manager**
**Sublette County Wyoming, Grant Writing Services, 2019**

Assisted county with development of a FEMA Hazard Mitigation Program-Post Fire grant program project application, including conducting a benefit cost analysis and coordinating pre-award engineering work.

**Task Manager**
**Town of Greybull Wyoming, Benefit Cost Analysis Services, 2018**
Assisted town with development of a Benefit Cost Analysis using FEMA software in support of the town's FEMA Hazard Mitigation Grant Program project application related to a levee improvement/flood reduction project.,

**Project Manager**
**Region 1 Hazard Mitigation Plan: Campbell, Crook, Johnson, Sheridan and Weston counties, WY 2018.**
Responsible for the development of a multi-jurisdictional Disaster Mitigation Act (DMA) for a 5 county region in northeastern Wyoming. The project included a risk analysis for the region and counties and an online survey to gather public input. Developed county annexes to capture unique vulnerabilities and mitigation strategies.

**Technical Assistance**
**Levee Repair Funding Assistance, Town of Greybull, WY, 5/2014 – 9/2015**
Provided assistance to the Town as part of team providing levee certification services. Researched and recommended local, state, and federal funding sources for levee repair and improvements. Suggested options for meeting local match requirements that included in-kind services, cash, or other grants or loans depending on the funding source.

**QA/QC**
**Region 2 Hazard Mitigation Plan: Converse County, Natrona County, Niobrara County, WY, 2018** Responsible for QA/QC review of the development of a multi-jurisdictional Disaster Mitigation Act (DMA) for a 3 county region in eastern Wyoming.

**Project Manager**
**Flood Exercise Development, City of Boulder, CO**
Responsible for assisting the City with the development of a tabletop and functional flood exercise involving a catastrophic flood. Coordinated exercise planning meetings, scenario development, in addition to exercise control and evaluation services.

**Project Manager**
**Region 5 Hazard Mitigation Plan: Fremont County, Sublette County, Wind River Reservation, WY 2016.**
Responsible for the development of a multi-jurisdictional Disaster Mitigation Act (DMA) for a 2 county region and 2 tribes in central-western Wyoming including nine municipalities. The project included a risk analysis for the region, counties, and Wind River Reservation and also met FEMA tribal mitigation planning requirements.

**Project Manager**
**Region 6 Hazard Mitigation Plan: Big Horn County, Hot Springs County, Park County, Washakie County, WY 2016**
Responsible for the development of a multi-jurisdictional Disaster Mitigation Act (DMA) for a 4 county region in northwestern Wyoming including nine municipalities, the first of its kind in the State. The project included a risk analysis for the region and counties and an online survey to gather public input.

**Project Manager / Technical Lead**
**Risk Assessment Update to Hazard Mitigation Plan, Park County, WY, 10/2010 – 12/2011,**
This project involved updating the risk assessment chapters for the Park County Wyoming hazard mitigation plan as a subconsultant to an independent contractor, including integration of latest HAZUS flood and earthquake studies.

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# Appendix B: Sample Stormwater Program Business Plan

# Stormwater Program
# Business Plan - Draft Outline

Executive Summary

a. Overview of Stormwater Program
b. Purpose of Business Plan
c. Drivers and Challenges
d. Measures of Success
    i. Compliance
    ii. Governing Body goals and objectives
    iii. Efficiency
    iv. Effectiveness
e. Recommendations
    i. Short-term
    ii. Long-term
    iii. Inter-departmental
f. Cost Model and Funding Scenarios Summary

1. Introduction
    a. Overview of Stormwater Program
        i. Missions of Organizational Units Responsible
        ii. Organizational structure
    b. Purpose of Business Plan
    c. Business Plan Development Process
        i. Summary of topics discussed at initial interviews
        ii. Selection of focus areas and team members
        iii. Input from external sources
        iv. Principles guiding Business Plan development

2. Business Plan Factors – Cross-Cutting Issues
    a. Drivers and challenges
        i. Compliance – overview of current and future regulatory challenges
        ii. Governing Board goals and objectives
        iii. Best management practices
    b. Program metrics
        i. Measures of efficiency
        ii. Measures of effectiveness
        iii. Role of process flow analysis
        iv. Tracking progress through assessment programs
    c. Cross-cutting programs affecting stormwater operations
        i. Administration and human resources
        ii. Complaint tracking
        iii. Safety
        iv. Emergency response
    d. Partners and partnering
        i. Current partnering

        ii. Potential for additional partnering

3. Current Stormwater Program Funding Plan
    a. Cost of operations (summary by organizational unit, by business, by service)
    b. Revenue sources

4. Operational Analysis (Work Team Outputs Using Focused Teams)
    a. Contracting procedures and policy internal to Stormwater line of business
        i. Current workflow and policies
        ii. Current assumptions and cost drivers
        iii. Options for improvement
        iv. Desired outcomes (regulatory and best practices)
        v. Performance measures
    b. Capital project planning
        i. Current workflow and policies
        ii. Current assumptions and cost drivers
        iii. Options for improvement
        iv. Desired outcomes (regulatory and best practices)
        v. Performance measures
    c. Capital project construction
        i. Current workflow and policies
        ii. Current assumptions and cost drivers
        iii. Options for improvement
        iv. Desired outcomes (regulatory and best practices)
        v. Performance measures
    d. Asset management practices (life-cycle principles)
        i. Current workflow and policies
        ii. Current assumptions and cost drivers
        iii. Options for improvement
        iv. Desired outcomes (regulatory and best practices)
        v. Performance measures
    e. NFIP and dam safety operations and policy
        i. Current workflow and policies
        ii. Current assumptions and cost drivers
        iii. Options for improvement
        iv. Desired outcomes (regulatory and best practices)
        v. Performance measures
    f. Field services – inspection and water quality monitoring
        i. Current workflow and policies
        ii. Current assumptions and cost drivers
        iii. Options for improvement
        iv. Desired outcomes (regulatory and best practices)
        v. Performance measures
    g. Data management and technology challenges/opportunities
        i. Current workflow and policies
        ii. Current assumptions and cost drivers
        iii. Options for improvement
        iv. Desired outcomes (regulatory and best practices)

        v. Performance measures
    h. Financial management
        i. Current workflow and policies
        ii. Current assumptions and cost drivers
        iii. Options for improvement
        iv. Desired outcomes (regulatory and best practices)
        v. Performance measures
    i. Organizational structure
        i. Current alignment
        ii. Current assumptions and cost drivers
        iii. Options for improvement
        iv. Desired outcomes (regulatory and best practices)

5. Additional Operations Under Separate Review
    a. Public education and outreach
    b. Project Management Information System (Asset Management)

6. Process Flow Analysis
    a. Target areas
    b. Flow charts
    c. What do flow charts say about needed changes?

7. Program Findings and Recommendations
    a. Findings from analysis
    b. Recommended changes/levels of service
    c. Key assumptions and cost drivers
    d. Alternatives

8. Cost Model
    a. Cost Model development
    b. Recommended Cost Model
        i. Revenue needs
        ii. Alternatives
        iii. Cost-benefit analysis of approaches
    c. Five-year projection – future cost of all services
    d. Ten to thirty-year financial model projection

9. Funding Scenario Analysis
    a. Service district fee versus user fees
    b. Assumptions for analysis
    c. Analysis of funding strategies

10. Conclusions

# Appendix C: Detailed Cost Estimate

## Jackson Stormwater Management Program - Phase 1

| | Project Manager Murray | Project Principal Treadway | Sr. Peer Review McGregor | Local Coordination Zung | Data Collection & Mapping Davenport | Stormwater Program Development Williams | SW Program Development Assistance Hininger | Funding Analysis Reese | Funding Analysis Brislawn | Admin | Total Labor ($) | Subs and Other Direct Costs ($) (includes 10% mark-up) | Total Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Hourly Rate | $ 165.00 | $ 200.00 | $ 195.00 | $ 143.00 | $ 90.00 | $ 130.00 | $ 95.00 | $ 200.00 | $ 165.00 | $ 60.00 | | | |
| **Task 1: Existing Documents Review** | | | | | | | | | | | | | |
| Task 1.1 - Compile and Review Existing Data | 4 | 2 | | 4 | 4 | | | | | | $ 1,992 | $ - | $ 1,992 |
| **Subtotal** | **4** | **2** | **0** | **4** | **4** | **0** | **0** | **0** | **0** | **0** | **$ 1,992** | **$ -** | **$ 1,992** |
| **Task 2: Phase 2 RFP** | | | | | | | | | | | | | |
| Task 2.1 - Create Scope of Services Section of Phase 2 RFP | 16 | 8 | 4 | 8 | 4 | 14 | 8 | 3 | 2 | | $ 10,034 | $ - | $ 10,034 |
| Task 2.2 - Prepare Project Timeline Section of Phase 2 RFP | 2 | | | 4 | | | | | | | $ 902 | | $ 902 |
| Task 2.3 - Prepare Cost Schedule and Price Proposal Section of Phase 2 RFP | 2 | | | 8 | | | 4 | | | | $ 1,854 | | $ 1,854 |
| Task 2.4 - Prepare Scoring Rate Sheet and Proposal Content Section of Phase 2 RFP | 2 | 2 | | 4 | | | 4 | | | | $ 1,682 | $ - | $ 1,682 |
| **Subtotal** | **22** | **10** | **4** | **24** | **4** | **14** | **16** | **3** | **2** | **0** | **$ 14,472** | **$ -** | **$ 14,472** |
| **Task 3: Project Management** | | | | | | | | | | | | | |
| Task 3.1 - Prepare Phase 1 Project Management Plan and Schedule | 4 | | | | | | | | | | $ 660 | $ - | $ 660 |
| Task 3.2 - Meetings (Kickoff Meeting in person, 3 Progress Teleconferences, 1 Council Meeting, 5 Meetings total) | 16 | 4 | | 8 | | | | | | | $ 4,584 | $ 1,043 | $ 5,627 |
| Task 3.3 - Develop Materials for Staff Updates and Town Council Meetings | 5 | | | 4 | | | 4 | | | | $ 1,777 | $ - | $ 1,777 |
| Task 3.4 - Prepare and Submit Invoices | 1 | | | | | | | | | 4 | $ 405 | $ - | $ 405 |
| **Subtotal** | **26** | **4** | **0** | **12** | **0** | **0** | **4** | **0** | **0** | **4** | **$ 7,426** | **$ 1,043** | **$ 8,469** |
| **Total Hours** | **52** | **16** | **4** | **40** | **8** | **14** | **20** | **3** | **2** | **4** | | | |
| **Total Fee** | | | | | | | | | | | **$ 23,890** | **$ 1,043** | **$ 24,933** |

wood.
920 E. Sheridan St., Ste. A
Laramie, WY 82070
(307) 460-3249

# TOWN OF JACKSON
## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT**: Public Works **PRESENTER**: Floren Poliseo, Public Works Director

**MEETING DATE:** June 15, 2020

**SUBJECT:** **Grant Application for New Water Well**

STATEMENT/PURPOSE

The purpose of this item is for the Town Council to review and approve a Ground Water Exploratory Grants application from the Public Works Department to the Wyoming Water Development Commission (WWDC) to aid in funding feasibility exploration drilling for a new water well for Zone 3 (west Jackson) of the Town's water supply system.

BACKGROUND/ALTERNATIVES

The FY21 recommended budget includes design of a new water well (Well 9) in zone 3, west Jackson, under the water enterprise fund. This project has been identified in the current, ongoing Capacity Study as a necessary capital improvement for the Zone 3 area of Jackson, in order to provide for future capacity of water production. Currently, Zone 3 is fed from three wells (6,7,8) producing just enough water to meet demand during peak summer usage. The new well 9 will also provide for future demand in conjunction with a new Zone 3 water tank project, which is currently undergoing feasibility analysis.

Ground water exploration grants are promulgated by statute (W.S. 41-2-119. Groundwater studies), governed by WWDC Rules and Regulations, and managed according to program guidelines. Website: http://wwdc.state.wy.us/groundwater_grant/groundwater_grant_projects.html

The Town's Ground Water Exploratory Grants application form is attached, with some of the required information included as of the date this Council meeting agenda packet was due. Remaining information not yet filled in will be completed and included in the submittal. Applications for this grant are due June 30, 2020.

COMPREHENSIVE PLAN ALIGNMENT

This project supports the Town Comprehensive Plan under Common Value #2- Growth Management.

- *Principle 3.1*: Direct growth out of habitat, scenery, and open space
- *Principle 3.3*: Manage growth predictably and cooperatively
- *Principle 3.5*: Manage local growth with a regional perspective
- *Principle 4.1*: Maintain Town as the central Complete Neighborhood

This project supports the Town Comprehensive Plan under Common Value #3- Quality of Life.

- *Principle 8.1*: Maintain current, coordinated service delivery
- *Principle 8.2*: Coordinate the provision of infrastructure and facilities needed for service delivery

STAKEHOLDER ANALYSIS

Stakeholders of this well include the Town of Jackson, residents, and visitors, particularly in west Jackson.

FISCAL IMPACT

There is no cost to apply for the grant, other than the required staff time to coordinate and submit the application and (if awarded) administering use of funds and compliance with the terms of the grant. The well feasibility exploration this grant would support is included in the FY21 recommended budget as a Water Enterprise fund capital project cost estimate for design; therefore, any award will reduce the necessary budget funding to complete this portion of the project.

The total project cost for this feasibility exploration is estimated at $135,000. Staff is requesting funding by this grant for 75% of project cost ($101,250) with a required Town match of 25% ($33,750).

## STAFF IMPACT

The grant application and (if awarded) administration, tracking, and reporting will require a moderate amount of time from the Public Works Director and Water and Engineering staff including coordination with the engineering design consultants working on the feasibility study for the west Jackson water tank and this associated new well.

## LEGAL REVIEW

The Legal Department has not yet reviewed this grant application but will be engaged once the application is complete and for any subsequent related needs.

## ATTACHMENTS

- Ground Water Exploratory Grants Application and related submittal documents

## RECOMMENDATION

Staff recommends submitting this application because, if awarded, it will offset budget expenditures for the project by securing a portion of project funding from WWDC.

## SUGGESTED MOTION

I move to approve staff completion and submittal of the Ground Water Exploratory Grants application to help fund feasibility exploration for a new zone 3 water well.

THE STATE OF WYOMING
Water Development Commission
6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002

# WATER DEVELOPMENT PROGRAM APPLICATION

## GROUND WATER EXPLORATORY GRANTS

Grant funding for ground water studies is based on WWDC recommendations and is sourced from block appropriations by the legislature from the Water Development Accounts. The WWDC authorizes ground water grant expenditures as a maximum 75% project cost share to eligible entities before project work can begin. Applications to fund new or continuing groundwater studies **must** be submitted at least **45 days prior** to scheduled WWDC meetings for consideration. Ground water exploration grants are promulgated by statute (W.S. 41-2-119. Groundwater studies), governed by WWDC Rules and Regulations, and managed according to program "Guidelines:" http://wwdc.state.wy.us/groundwater_grant/groundwater_grant_projects.html

Applicants seeking ground water exploration grant funding must be an incorporated municipality, water district, water & sewer district, or service & improvement district with taxing and/or assessment authority. Private corporations, individuals, and other special districts are not eligible for assistance. Use of grant funds is limited to feasibility study of and/or exploration for the use of ground water for municipal and rural domestic purposes. The WWDC grants for groundwater studies are not to exceed $400,000 for any one study and/or exploration program. The sponsor receiving the grant shall provide at least 25% of the cost of the feasibility study and/or exploration program from its own funds. **The sponsor is solely responsible for acquiring access, easements, or rights-of-way necessary for exploration**. All grants terminate 24 months from the date of the award.

*Note: If you are seeking Level II or Level III funding for a ground water source supply project, this is the wrong application. You must complete a Planning or Construction program application for Municipal or Rural Domestic System projects.*

### APPLICATION REQUIREMENTS

- **The person signing the application must have authority to commit the entity to a binding contract.**
- **A notarized copy of a resolution supporting this application passed by the board or other governing body of the entity must be provided.**
- **A project area map (8.5" x 11" preferred) showing corporate boundaries, project location and features should be provided. Include any reports or other supporting information available.**
- **The project sponsor must govern a system that includes a minimum of 15 taps with meters on each tap.**

## I. ENTITY INFORMATION

Town of Jackson Public Works

1. Applicant – Name of Entity

municipality

2. Type of Entity (Municipality, Joint Powers Board, etc.)

3. Year of Formation

450 W Snow King Ave

4. Physical Address (Street Address)

| Jackson | Teton | WY | 83001 | 307-733-3932 |
|---|---|---|---|---|
| 5. City | 6. County | 7. State | 8. Zip Code | 9. Phone |

PO Box 1687, Jackson, WY 83001

10. Mailing Address (If Different From Above)

Floren Poliseo | 307-733-3932 x1401 | fpoliseo@jacksonwy.gov

11. Primary Contact Person (Type or Print Name) | 12. Phone | 13. Email

M-F 9-5

14. Best Time(s) to Reach Contact Person

15. Authorized Official (Type or Print Name) | 16. Signature of Authorized Official | 17. Date

Before applying for project funding, the Wyoming Water Development Commission strongly recommends completion of a Public Water System Survey or Irrigation System Survey available through the link on the website located here: http://wwdc.state.wy.us/surveys/surveys.html

18. Has the application entity completed this survey? ☒ Yes ☐ No

*If the application was prepared by someone other than the contact person, please provide the following:*

19. Name | 20. Affiliation | 21. Phone | 22. Email

## II. PURPOSE AND NEED

1. Provide a brief statement describing the project for which funding is sought, and include the reasons the project is needed. Describe the current situation with the water supply that will be improved by the project. What is the factor that is presently limiting the system supply capacity (e.g., treatment, storage, transmission, etc.)? Attach additional information if needed:

Town seeks to construct a new well and water tank to serve existing domestic and fire suppression needs. Our current infrastructure experiences low pressure during periods of peak demand, requiring elevated storage. Existing supply wells are not sufficient to serve the entire zone at adequate pressure and fill the needed tank.

2. Is the applicant entity under any federal (EPA) mandates to improve the water system (e.g., administrative orders, violations, actions taken, etc.)?

No

3. Operating Criteria of the Wyoming Water Development Program advocates prioritization of projects that may serve more than one entity or purpose and those that provide water to a larger, more regional area. Is the applicant entity currently served by a regionalized water supply system? If so please specify. Or will the applicant entity consider regional solutions to the purpose and needs of its water supply system?

The Town of Jackson water supply system currently serves other communities in the region outside the Town boundary.

4. List any previous work (studies) completed by or for the entity:

Level I / II Study for Town of Jackson Zone 3 Water Storage Tank

5. Provide a brief description of the water system operations. Identify the public works director. Identify any system automation within the operations (e.g., SCADA) and existence of any hydraulic models of the system. Describe existing mapping (e.g., paper, map books, GIS). Attach additional information if needed:

Town of Jackson operates 7 wells in 3 pressure zones with 67 miles of water mains plus wells, storage facilities, booster stations and fire hydrants. Water is treated by chemical disinfection. The Town of Jackson Public Works Director is Floren Poliseo (applicant). The Town's water supply system has a SCADA component, but is not fully automated. The Town owns hydraulic models of the water supply system, portions of which were updated and analyzed for the referenced reports. Additionally, we have a GIS map of the system, though some portions require updates based on recent capital improvement projects and field verification.

## III. PERTINENT INFORMATION

The intention of this section is to gather information on your existing water supply facilities. Answer all questions as completely and accurately as possible. Do not leave any questions blank. If questions are not applicable to your system, respond, "N/A." If an answer to a question is unknown, respond, "Unknown." If you need help, please call the Water Development Office at 307-777-7626.

**1. Existing Water Supply System**

A. EPA Public Water System (PWS) Identification Number: WY5600213

B. Groundwater

(1) Number of Wells: 7

(2) Primary Supply Aquifer(s) or Formation(s): alluvial aquifers

(3) Total Average Production Yield of All Wells (GPM): _____

C. Surface Water

(1) Source Name(s): _____

(2) Type of Diversion(s) (Headgate, Infiltration Gallery, Pumps, Etc.):

_____

(3) Total Average Diversion Yield (CFS or GPM): _____

D. Springs

(1) Name of Spring(s): _____

(2) Total Average Production Yield of All Springs (GPM): _____

E. Water Rights

(1) For the water source supply (or supplies) described above, does the applicant entity possess valid and/or adjudicated water rights?

_____

F. Transmission Pipeline

(1) Maximum Capacity of the Transmission Pipeline(s) (Gallons per Day): _____

(2) Increased Capacity Needed (If Known) (Gallons per Day): _____

(3) Approximate Distance from Source(s) to Distribution System: _____

(4) Transmission Pipe Diameter(s): _____

(5) Type of Transmission Pipe Material(s): _____

(6) Age of Transmission Pipeline(s): _____

(7) Condition of Transmission Pipeline(s): _____

G. Water Storage

(1) Raw (Volume and Tank Description): Three tanks: 2 MG, 1.3 MG, 0.13 MG

(2) Treated (Volume and Tank Description): 3.43 MG underground concrete tank

H. Treatment

(1) Specify Water Treatment (None, Chlorination, Filtration, Etc.): chlorination

**2. Existing Water Distribution System**

A. Is the water use metered? yes B. Are the billings based on meter readings? yes

C. Identify unmetered usage (e.g., irrigation of parks, cemeteries, fire protection, etc.):

_____

_____

D. Average Day Demand Water Usage (Gallons per Capita per Day): _____

E. Maximum Day Demand Water Usage (Gallons per Capita per Day): _____

F. Peak Hourly Demand Water Usage (Gallons per Capita per Day): _____

G. Distribution Pipe Diameter(s): _____

H. Type of Distribution Pipe Material(s): _____

I. Age of Distribution Pipeline(s): _____

J. Condition of Distribution Pipeline(s): _____

K. Estimated System Water Losses (Percentage): _____

L. Describe any fire flow protection that the system provides:

_____

_____

_____

M. What water conservation measures are employed?

_____

_____

_____

N. Is there an independent raw water irrigation system? no

(1) Source: _____

(2) Raw Water System Capacity (Gallons per Day): _____

(3) Average Annual Raw Water Usage (Gallons per Year): _____

**3. Demographic Information and Existing Water Service Area**

A. Population (2010 Census): 9,577 B. Current Population Estimate: 10,500

C. Does the applicant have a comprehensive planning boundary? yes

(1) If so, what is the estimated additional population that may be served in the future? _____

D. How many taps are served within the service area? _____

E. How many taps are served outside of the service area? _____

F. Identify names of other water systems served:

_____

_____

G. Identify any existing planning reports (municipal or county) that address growth management in the project area. Provide titles and how copies of the reports could be obtained:

Jackson Teton County Comprehensive Plan: https://www.jacksonwy.gov/403/Development-Regulations-Comprehensive-Pl

**4. Financial Information**

A. Rates

(1) Tap Fee(s) – Residential: _____

(2) Tap Fee(s) – Commercial: _____

(3) Average Residential Monthly Water Bill and Corresponding Gallons Used:

_____

(4) Water Rates (Provide rates for all tiers and categories of use. Attach additional pages if needed.):

_____

_____

_____

_____

(5) Identify any local conditions that affect the water rates (e.g., flow-through for frost prevention, etc.):

_____

_____

B. Financial Statement (of Water Utility)

(1) Revenues

a. Annual Revenues Generated from Water Sales: _____

b. Annual Revenues from Tap Fees: _____

c. Annual Revenues from Other Sources: _____

d. Total Annual Revenues: _____

(2) Expenditures

a. Annual Budget for Operation and Maintenance Expenses: _____

b. Annual Payments for Debt Retirement: _____

c. Annual Payments to a Repair and Replacement Fund: _____

d. Annual Payments to an Emergency Fund: _____

e. Annual Payments for Other Purposes: _____

f. Total Annual Payments: _____

(3) Other

a. Balance in Repair and Replacement Fund: _____

b. Balance in Emergency Fund: _____

c. Annual Cost of Water Quality Testing: _____

(4) Is the operation of the water system self-supporting in terms of revenues offsetting costs for operation, maintenance, debt retirement, replacement funds, emergency funds, etc.? _____

a. If not, how is the difference subsidized?

_____

_____

C. How do you intend to fund the sponsor cost share to match WWDC grant funds for this project (e.g., special/general purpose tax, other grant or loan funds, fiscal budget expenditure, etc.)? If possible, attach latest fiscal year financial statement that would demonstrate available funds. If a suitable source of supply is found, also inform the WWDC in this synopsis how you would intend to finance subsequent production and transmission systems (e.g., WWDC Level III funding, State Drinking Water Revolving Fund loan, State Land & Investment royalty grant/loan, special/general purpose tax, Federal program grant/loan, local sources, etc.)

_____

_____

_____

_____

_____

**5. Cost Estimates**

Use the following format in calculating project cost estimates. (An alternative format may be prepared and submitted, but it must be clearly itemized and show total project cost for determining WWDC grant).

| | |
|---|---|
| A. Preparation of Hydro-Geologic Analysis and/or Well Siting Study: | $ 5,000 |
| B. Permitting: | $ 6,500 |
| C. Advertising, Contractor Procurement, Contracts: | $ 5,800 |
| D. Well Construction [1]: | $ 83,000 |
| E. Aquifer (Pump) Testing: | $ 21,200 |
| F. Water Quality Analysis: | $ 2,000 |
| G. Project Management/Subcontracts: | $ 4,300 |
| H. Miscellaneous Applications/Procurements (Specify): | $0 |
| I. Reports: | $ 7,100 |
| **J. Total Project Cost:** | $134,900 |
| **K. Rounded:** | $135,000 |

*[1] Including, but not limited to: Mobilization, Bonds & Insurance, Drill-Furnish-Install Casing/Screen, Furnish-Install Filter Pack/Seal, Rig Time, Standby Time, Geophysical/Video Log, Development, Disinfection, Plugging and Abandonment, De-Mobilization, Reclamation. Any inflation costs, as determined by the WWDC, will be applied to the Total Project Cost.*

# WYOMING WATER DEVELOPMENT OFFICE
# PUBLIC WATER SYSTEM SURVEY 2018

## MUNICIPALITY/DISTRICT/ENTITY INFORMATION

Name of Entity? Town of Jackson
Type of Entity? (Municipality, District, JPB, Private Company, Other) municipality
Public Water System I.D. # WY5600213
Contact person(s) John Ryan, Water Manager
Address: PO Box 1687 City: Jackson Zip code: 83001 County: Teton
Phone #: 307-733-3079 e-mail: jryan@jacksonwy.gov
Fax#: 307-734-1664 website: www.townofjackson.com

## WATER SYSTEM DATA

Number of Wells? 7 Depth of wells? 120'-160' Number of springs? 0
Surface water source(s)? N/A
Type of diversion(s)? (Surface Direct, Infiltration Gallery, Alluvial Wells, Dam, Ditch, Other)
N/A
Other water sources? N/A

Total system capacity in gallons per day? _____
Total raw water storage (gal)? 0 Total treated water storage (gal)? 3.43 MG
Treatment method(s) (Disinfection/Chlorination, Filtration, Conventional Water Treatment Plant, or other)?
disinfection/chlorination

## WATER SYSTEM USAGE

Total population served? 9,750 # of taps in entity? 3500 # of taps outside entity? 750

Total annual water use by the system (gallons)? _____
Peak day water use for the system (gallons)? _____

Do you sell bulk water? yes If yes, what is the charge? $125.16 startup +$2.25 per 1,000 gal
What is the annual bulk water sales volume (gallons)? _____
Is the bulk water sold treated, untreated, or both? _____

Do you sell water to other entities? no If yes, to whom? _____

Do you buy water from other entities? no If yes, from whom? _____
How much water do you buy? _____
What is the cost of the bulk water purchased? _____

What is the estimated loss to leakage? _____ gpd Or 6-8 %

## BILLING RATES

What % of the system is metered? _____ Does the entity bill by meter?_____
What are the unmetered uses within the system if any? _____

What is the average monthly water bill? _____

| | TAP FEES | BASE WATER RATE | GALLONS INCLUDED IN BASE RATE |
|---|---|---|---|
| RESIDENTIAL | | | |
| COMMERCIAL | | | |
| INDUSTRIAL | | | |
| OTHER | | | |

What is the rate for each 1,000 gallons above the base amount? _____
What would a household's bill be for using 10,000 gallons in a month? _____
What would a household's bill be for using 20,000 gallons in a month? _____

## WATER SYSTEM FISCAL DATA

| | $ |
|---|---|
| **What is the annual budget for the system?** | |
| **How much is spent on operation and maintenance annually?** | |
| **What does water quality testing cost annually?** | |
| **How much money is in the emergency/replacement fund?** | |
| **What is the annual payment/contribution to the emergency/replacement fund?** | |
| **What are revenues from water bills?** | |
| **What are revenues from tap fees?** | |

Is the water system financially self supporting? _____
Are there other funding sources for the water system? _____
What are they? _____

## WELLHEAD PROTECTION AND CONSERVATION MEASURES

Is there a wellhead protection plan in place? _____
What types of water conservation measures are in place? _____
_____
What is the estimated water savings from the conservation measures? _____

General Comments: _____
_____
_____

# TOWN OF JACKSON
## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT**: Public Works **PRESENTER**: Brian Lenz, Town Engineer

**MEETING DATE:** June 15, 2020

**SUBJECT:** **P19-180:** Utility Easement with CCC for the property located at 112 Center St.

STATEMENT/PURPOSE

Present to the Town Council consideration of a Utility Easement with property owner CCC's Center Street, LLC for a utility easement where the applicant intends to construct, own, operate, and maintain private power and communication facilities located underneath and on portions of the North King Street and certain properties adjacent thereto.

BACKGROUND/ALTERNATIVES

The applicant is the developer of the Center Street Hotel project located at 112 Center Street. As part of the hotel's development the applicant received conditional approval for a development plan (P17-213) and an Alley Vacation (P17-230). As part of the approved project the applicant, at no cost to the Town, buried overhead power and communication lines that ran overhead from East Deloney Ave. to East Gill Ave. in the alley between Center Street and North King, commonly known as the Wells Fargo or Jackson State Bank Alley.

On December 17, 2018 the Jackson Town Council approved a Development Agreement as presented on that date and with the direction to staff to pursue the relocation of the North King Street Buried Infrastructure to the east side of North King Street and north of the East Deloney parking lot.

The applicant is requesting that the Council approve their request for a Utility Easement between the Town of Jackson and CCC's Center Street LLC to allow for the installation of private power and communication utilities within the North King Street right-of-way and adjacent property along the east side of North King Street, in accordance with the development agreement.

STAKEHOLDER ANALYSIS

Stakeholders include the applicant and the Town of Jackson. The Town Council is the final decision maker on all policy decisions regarding the public right-of-way.

FISCAL IMPACT

None.

STAFF IMPACT

Town Planning, Legal, and Engineering staff coordinate to process and produce the Utility Easement, 16-32 hours of staff time.

LEGAL REVIEW

The legal review is ongoing as needed.

ATTACHMENTS

Proposed Utility Easement and its supporting documents:

## RECOMMENDATION

Staff recommends approval of Utility Easement between the Town of Jackson and CCC's Center Street LLC to allow for the installation of private power and communication utilities and a transformer within the North King Street right-of-way and adjacent property to the east side subject to the following conditions:

1. Town Council approval is required.
2. Applicant shall have the location of the installed Private Utilities located and surveyed.
3. Applicant shall provide the following information in the form of new exhibits or modifications to the exhibits provided with the application:
    a. Provide a separate exhibit or include a vicinity map of the Property and surrounding area.
    b. Show the location of the surveyed utilities on the exhibit in bold.
    c. Call out the Private Utilities located within the Easement Area, e.g. buried power, transformer, fiber optics, telephone, cable TV, etc.
    d. Illustrative exhibit of the Easement Area.
    e. Written legal description of the Easement Area on or as a separate page to the exhibits.

## SUGGESTED MOTION

I move to approve the Utility Easement with property owner CCC's Center Street, LLC subject to the recommended conditions of approval, upon approval by the Town Engineer and Town Attorney, and authorize the Mayor to execute all necessary easements.

# TOWN OF JACKSON
## UTILITY EASEMENT

This **UTILITY EASEMENT** (this "Agreement") is made and entered into by and between **CCC's Center Street, LLC** of P.O. Box 844, Jackson, WY 83001, (hereinafter referred to as "Grantee") and **TOWN OF JACKSON**, a Wyoming municipal corporation of P.O. Box 1687, Jackson, Wyoming, 83001 (hereinafter referred to as "Grantor").

**RECITALS**

**WHEREAS**, Grantor is the owner of certain public rights-of-way and owner in fee simple of that certain real property in Teton County, Wyoming, described as follows:

The public right-of-way known as North King Street, and

A parcel of land: BEING a part of a parcel of Land in the SW ¼ SW ¼ of Section 27, Township 41N., Range 116W. 6th P.M., Teton Coundty Wyoming and more particulary described on Exhibit A, according to the Warrranty Deed recorded in the Office of the Teton County Clerk on December 21, 2012, on Book 829 Page 152 and Document no. 0827739.

Together the ("Property").

**WHEREAS**, on December 17, 2018 the Jackson Town Council approved the a Development Agreement providing that "Town agrees to cooperate in such efforts as reasonably necessary, including the grant of perpetual easement agreements, as appropriate for placement of pedestals and similar utility imrpovements in connection with such relocation as set forth in Exhibit "C-1" [of the Development Agreement]" pertaining to the New King Street Buried Infrastructure; generally described as approximately 1,200 linear feet of buried power, phone, cable, fiber optics, etc. and appurtenances, and including private utility services and transformers for the Grantee's development located at 112 Center Street and approved by the Town Council at said meeting; and

**WHEREAS**, Public Works Condition of Approval 18 of the approved building permit (B19-128) requires that "prior to occupancy, an easement for the private power service to the development within the Property shall be executed and recorded prior to occupancy"; and

**WHEREAS**, Grantee intends to construct, own, operate, and maintain private power and communication facilities located underneath and on portions of the Property and certain properties adjacent thereto (the "Private Utilities"); and

**WHEREAS**, Grantee recognizes that it cannot acquire any right, title, or interest in and to the Property by adverse possession or otherwise due to the use; and

**WHEREAS**, Grantor desires to declare and establish a non-exclusive easement to and for the benefit of Grantee in, under, through, across and on that portion of the Property described on **Exhibit "A"** (the "Easement Area"), according to the terms and conditions set forth herein.

## AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration, in hand paid, receipt and sufficiency of which is hereby acknowledged and confessed by each party, Grantor and Grantee do hereby agree as follows:

**1. Grant of Non-Exclusive Easement.** Grantor hereby declares and establishes a non-exclusive easement in, on, across, under and through the Easement Area for the purpose of accessing, entering, laying out, constructing, inspecting, operating, maintaining, altering, repairing, and/or replacing the Grantee's Private Utilities and other related activities within the Easement Area, including but not limited to the following, to the extent reasonably necessary for the exercise of the easement rights conveyed herein: staging materials, supplies and equipment for the removal and replacement of the Private Utilities and appurtenances thereto, together with the right to remove trees, bushes, undergrowth, and other obstructions interfering with the installation, construction, and maintenance of the Private Utilities (hereinafter referred to as the "Easement"). All work within the Easement Area is subject to the Town of Jackson Municipal Codes and permitting requirements at the time of the work.

**2. Responsibilities of the Grantee.** Grantee shall acquire all necessary permits and pay any fees and bonds associated with work pertaining to the Private Utilities to exercise its right under this Easement for planned construction, repair, maintenance, etc. Grantee shall be required to and shall, prior to final completion repair, replace, or rebuild any items damaged on account of any work within the Easement Area, including but not limited to damaged asphalt, fencing, and landscaping, trees, sidewalks, curb and gutter, etc. and to restore the property to an equivalent or better condition to which it was found immediately prior to the commencement of any work done by Grantee or Grantee's employees, agents or contractors within the Easement Area and subject to any further permitted conditions of approval. Grantee shall perform such work in a workmanlike manner and consistent with Town construction standards. Grantor shall have the opportunity to review and approve all work to restore the Easement Area and to satisfy conditions of approval for permitted work.

Grantee shall upon request of any excavator or person locate its Private Utilities and shall follow Wyo. Stat. Ann. § 37-12-302, as amended, as well as any other applicable state statutes governing the ownship and operation of underground utilities.

For those facilities for which specific written approval from Grantor is obtained prior to construction, which facilities must subsequently be relocated in accordance with directions from Grantor pursuant to its police powers; by reason of traffic conditions, public safety, street abandonment, freeway and street construction; change or establishment of street grade, installation of sewers, drains, gas or water pipes; or any other type of structures or improvements by Grantor, Grantor will pay one hundred percent (100%) of the relocation costs if such facilities are required to be relocated within one (1) year of initial placement; eighty percent (80%) of the relocation costs if such facilities are required to be relocated within two (2) years of initial placement; sixty percent (60%) of the relocation costs if such facilities are required to be relocated within in three (3) years of initial placement; forty percent (40%) of the relocation costs if such facilities are required to be relocated within four (4) years of initial placement; and twenty percent (20%) of the relocation costs if such facilities are required to be relocated within five (5) years of initial placement. Facilities which must be relocated at Grantor's request that have been in place for more than five (5) years shall be relocated at Grantee's sole cost and expense. Facilities which

must be relocated at the Town's request that have been in place for more than five (5) years shall be relocated at Grantee's sole cost and expense, provided that Grantee receives advance notice of the relocation requirement not less than thirty (30) days prior to the date upon which relocation must be complete. In the event such notice is not provided, the Town shall pay the entire cost of such relocation.

Date of initial placement of Private Utilities for purposes of this provision is June 1, 2019.

**3. Reservations of Grantor.** Grantor reserves unto itself, its guests, invitees, legal representatives, heirs, and successors and assigns, the right to use the Easement Area subject to this Easement for any purpose whatsoever which does not damage or destroy the Private Utilities, and does not permanently block, encroach or interfere with Grantee's rights, including Grantee's access to the Easement Area. In the event that relocation outside of the Easement Area is required, Grantor agrees to grant new easements for the relocation of the Private Utilities.

**4. Restrictions.** The grant of the Easement shall be subject to the following restrictions:

- **a.** Grantee shall use the rights granted above, with due regard to the non-exclusive naure of the grant and to the rights of others and their use thereof, and shall not use the Easement in any way that would impair the rights of Grantor or others to the use of the same; and,
- **b.** Grantee shall not construct any utility, building, structure, or improvement within the Easement without prior approval of the Grantor.

**5. Declaration.** Grantor and Grantee hereby declare that the Easement shall inure to the benefit of the Grantee and its legal representatives. Grantor hereby declares that the Property hereto shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the Easement and the terms and conditions set forth herein, which shall run with the land and shall be binding on all parties having or acquiring legal title or an equitable interest in theEasement Area.

**6. No Merger**. This Agreement and the Easement and rights declared and established herein are intended to remain separate from the Grantor's fee simple interest in the Easement Area and shall not merge therewith.

**7. Construction.** Any recitals in this Agreement are represented by the parties to be accurate and constitute a part of the substantive agreement. This Agreement shall be construed in accordance with the laws of the State of Wyoming. Venue is in Teton County, Wyoming.

**8. Enforcement.** If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not substantially prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees (including the costs of in-house counsel) regardless of whether litigation is commenced.

**9. Term.** This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the Grantee's Private Utilities are removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Grantee hereunder to the easement shall cease. Provided, however, if, within a reasonable time (not to exceed two (2) years) after such event, the Grantee at its sole cost initiates repairs, replacements, or reconstruction of the structure(s) in essentially the same outside dimensions and configurations as the original utility, at which time all its rights shall be reinstated nunc pro tunc and preserved on the same terms set forth in herein.

**10. No Assumption of Liability.** Grantor, by granting, declaring and establishing the Easement, does not assume any responsibilities or liabilities with respect thereto, nor shall Grantor at any time incur any liability for failure to comply with any law, ordinance, regulation or order with respect to this Easement.

**11. Easement In Gross.** The Easement granted herein is a commercial easement "in gross." Grantee shall not have the right to lease or otherwise permit the use of the Easement by any other person or entity other than to Grantee's employees, agents, contractors and licensees, nor shall Grantee assign any of the rights, privileges, duties or obligations of Grantee hereunder except as provided for herein, without the prior written consent of Grantor.

**12. Warranties.** Grantor makes no representations or warranties, express or implied, in connection with the Easement or the Property, whether of title, fitness of use, condition, purpose, or of any other nature. Notwithstanding the foregoing, Grantor represents and warrants that Grantor has the authority to grant the Easement contained herein.

**13. Severability**. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**14. Entire Agreement; Modification.** This Agreement, inclidng the Recitals, embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated, in whole or in part, unless agreed to in writing by the parties, except as otherwise specifically set forth herein; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.

**15. Counterparts**. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

**16. Binding Effect**. This Agreement shall be binding on the parties hereto, their heirs, successors and assigns.

**17. Indemnity.** Grantee agrees to indemnify, defend and hold harmless Grantor, their beneficiaries, employees, heirs, successors and assigns (the "Grantor Indemnities") from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorney's fees and litigation costs incurred by Grantor Indemnities in connection therewith) and for any and all loss of life, injury to persons or damage to the Property as a result of work by the Grantee and Grantee's agents and contractors within the Easement Area. All indemnification provided for herein shall not include indemnification for negligence of Grantor Indemnities or for actions of Grantor Indemnities which would otherwise make the indemnification void pursuant to Wyoming State Statutes, Wyoming law or any other applicable law.

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

**IN WITNESS WHEREOF**, on this day _____of _____, 2020 the effective date of this Agreement.

[signatures follow on next page]

**GRANTEE:**
CCC's Center Street, LLC
a Wyoming limited liability company

By:_____
Jim Walter, its President

STATE OF WYOMING )
) ss
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by _____, as its _____, who is personally known to me or has established their identity and authority to me by reasonable proof, this_____day of_____ _____, 2020.

Witness my hand and official seal.

My commission Expires: _____
Notary Public

**GRANTOR:**
**TOWN OF JACKSON,**
**a municipal corporation**
**of the State of Wyoming**

By: _____
Pete Muldoon, Mayor

Attest: _____
Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING )
) ss.
COUNTY OF TETON )

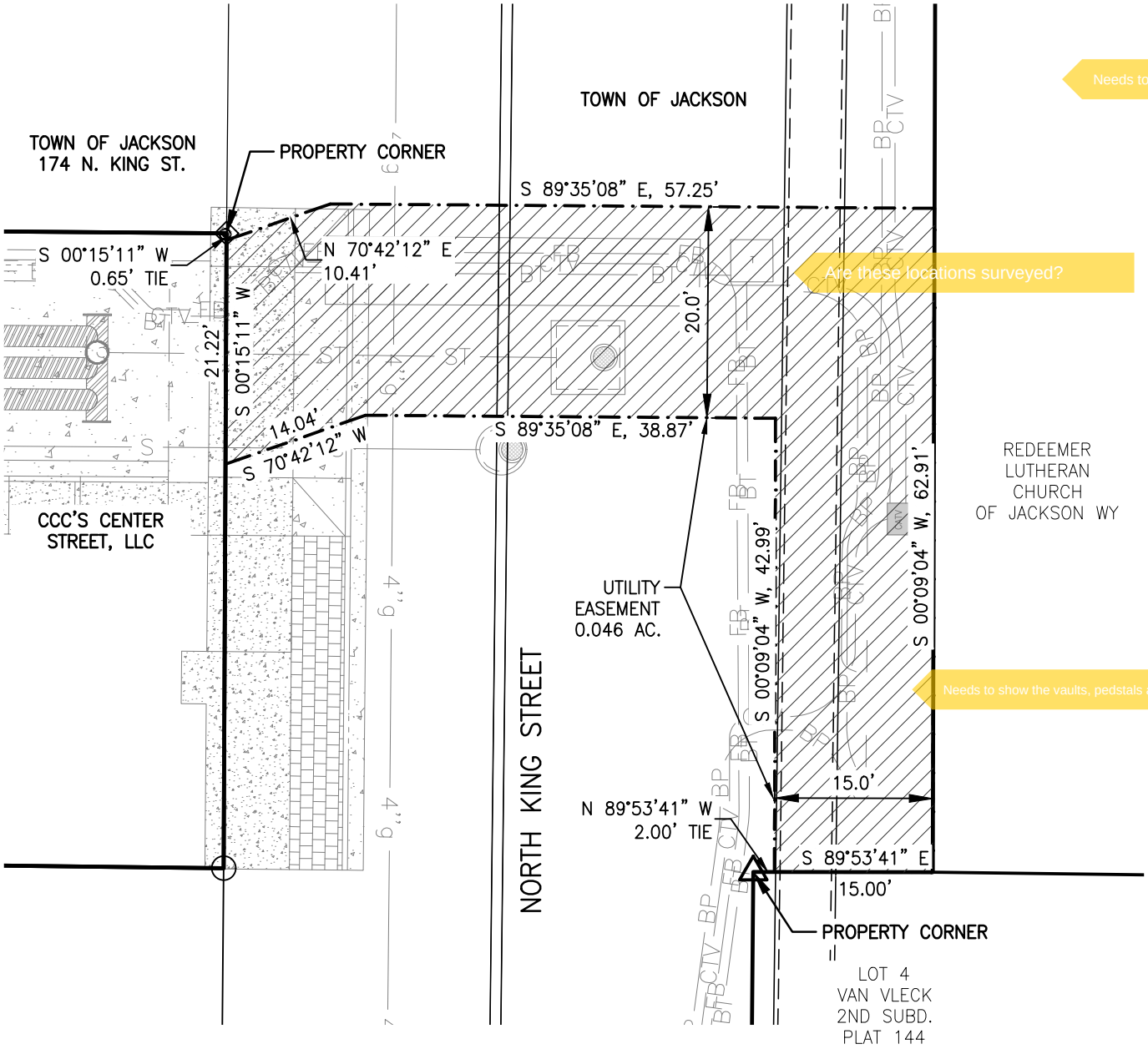
The foregoing instrument was acknowledged before me by Pete Muldoon, as Mayor of the Town of Jackson, and Sandra P. Birdyshaw, as the Town Clerk, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

My commission Expires: _____
Notary Public

# EXHIBIT A

## A UTILITY EASEMENT




Needs to show the PROW

Are these locations surveyed?

Needs to show the vaults, pedstals and Transformer

N
E

0 10

SCALE 1" = 10'

PART OF SW1/4 SW1/4,
SECTION 27, T41N, R116W,
TOWN OF JACKSON
TETON COUNTY, WYOMING

| DRAWING NO | TITLE | NELSON ENGINEERING | DATE | 7/03/2019 | REV. |
|---|---|---|---|---|---|
| 1 | UTILITY EASEMENT | P.O. BOX 1599, JACKSON WYOMING (307) 733-2087 | SURVEYED | | |
| JOB NO | | | DRAWN | SK | |
| 16-306-05 | | | CHECKED | | |
| | | | APPROVED | | |

S:\Projects\2016\306-05 (Center Street Hotel - Construction Documents Preparation)\Easement\Easement.dwg (8.5x11) - Jul 03 2019 01:07:51 pm PLOTTED BY: karichner

# TOWN OF JACKSON
## AGENDA DOCUMENTATION

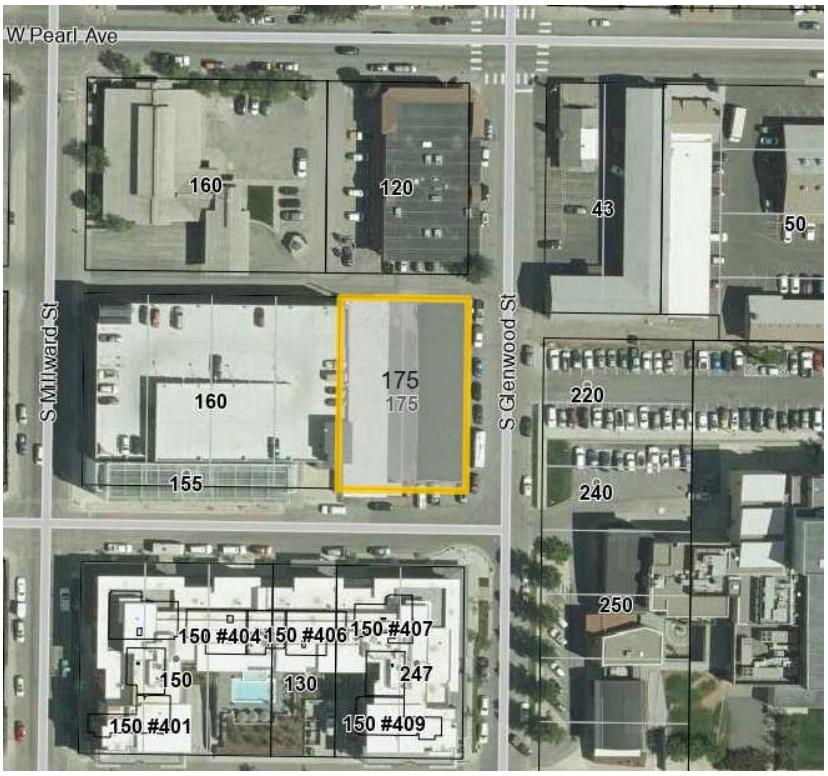
**SUBMITTING DEPARTMENT**: Public Works **PRESENTER**: Brian Lenz

**MEETING DATE:** June 15, 2020

**SUBJECT:** **P20-023:** ENCROACHMENT AGREEMENT WITH ARTS DISTRICT DEVELOPMENT, LLC., FOR PROPERTY LOCATED AT 175 SOUTH GLENWOOD STREET – Canopy Within the Public Right-of-Way.

### STATEMENT/PURPOSE

The purpose of this item is to present to the Town Council consideration of an Encroachment Agreement with property owner Arts District Development, LLC. for proposed canopies and balconies that extends approximately 6.5-feet into the Town right-of-way for 154-feet along the east side of South Glenwood and 105-feet along the north side of West Simpson at 175 South Glenwood Street, legally known as Lots 11-12, Blk 2, Wort-2.




### LOCATION

Arts District Development, LLC. is the owner of property described as 175 South Glenwood Street (please see the vicinity map).

### BACKGROUND/ALTERNATIVES

The property is being redeveloped into a mixed-use building including commercial/retail space and 14 residential units. The new building form consists of three stories above grade and a basement parking garage. Specific to this project and the allowed setbacks, a new canopy is proposed along the east and south property lines with balconies above. Designed to complement the size and scale of the addition, the canopy extends 6.5 feet off the property boundary. Lighting is proposed within the encroachment and the canopy varies from ten feet to twelve feet above the sidewalk. Storm drainage has been included in the canopy design to control runoff while providing cover at the building's main entry. The canopy is proposed within the Town right-of-way on South Glenwood Street and West Simpson Avenue as part of Application P20-023. The application was approved with conditions documented in the Recommendations section of this report.

### STAKEHOLDER ANALYSIS

Included are the residents and visitors to the Town of Jackson and the applicant/business owner. The Town Council is the final decision maker on all policy decisions regarding the public right-of-way.

### FISCAL IMPACT

None.

## STAFF IMPACT

Town Planning, Legal, and Engineering staff coordinate to process and produce the encroachment agreement, 8-12 hours of staff time.

## LEGAL REVIEW

The legal review is ongoing as needed.

## ATTACHMENTS

Proposed Encroachment Agreement.

## RECOMMENDATION

Staff recommends approval of the Encroachment Agreement between the Town of Jackson and Arts District Development, LLC to allow a canopy to encroach into the Town's South Glenwood Street and West Simpson Avenue public right-of-way, subject to the following conditions:

1. Encroachment requires Town Council Approval.
2. Applicant shall provide all the required exhibits for the Encroachment Agreement. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer.
3. Applicant is responsible for all Teton County Clerk recording fees.
4. The owner must agree not to erect any signs obstructing or otherwise compromising the usefulness and/or effectiveness of any traffic control devices or restricting sight distance in the vicinity.
5. When necessary the Town Reserves the right to use the canopy or posts in lieu of street signposts.

## SUGGESTED MOTION

I move to approve the Encroachment Agreement with the property owner Arts District Development, LLC. to allow encroachment of a canopy and balconies into the Town right-of way at 175 SOUTH GLENWOOD STREET, subject to the recommended conditions, and upon approval by the Town Engineer and Town Attorney authorize the Mayor to execute all necessary contract Agreements.

# TOWN OF JACKSON
# ENCROACHMENT AGREEMENT

**THIS ENCROACHMENT AGREEMENT** ("Agreement"), by and between Arts District Development, LLC, with an address of PO Box 1569, Jackson, WY, 83001, hereinafter referred to as "Encroaching Party" and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, with an address of P.O. Box 1687 Jackson, WY 83001 hereinafter referred to as "Town," together "Parties," provides as follows:

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

Street Address: 175 South Glenwood Street

Location: Lots 11-12, Block 2, Wort 2nd Addition

PIDN: 22-41-16-33-1-08-004

**WHEREAS**, the Town is the owner of those certain public rights-of-way known as South Glenwood Street and West Simpson Avenue, Plat 129, which public right-of-way adjoins Encroaching Party's property; and

**WHEREAS**, the Encroaching Party shall encroach in a portion of the above-noted public right of way as set forth in Exhibit A, attached hereto and made a part hereof, for:

Covered sidewalk canopies, balconies, and supporting posts as approved in Building Permit B19-0323 plans, (hereinafter "Encroaching Property"); and

**WHEREAS**, on June 15, 2020 the Jackson Town Council voted to approve an Encroachment Agreement between the Town of Jackson and the Encroaching Party for the Encroaching Property subject to final review and approval by the Town Engineer and Town Attorney and subject to the following conditions:

1. Encroachment requires Town Council Approval.
2. Applicant shall provide all the required exhibits for the Encroachment Agreement. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer.
3. Applicant is responsible for all Teton County Clerk recording fees.
4. The owner must agree not to erect any signs obstructing or otherwise compromising the usefulness and/or effectiveness of any traffic control devices or restricting sight distance in the vicinity.
5. When necessary the Town Reserves the right to use the canopy or posts in lieu of street sign posts.

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

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

1. ACKNOWLEDGMENT OF TOWN'S RIGHTS:

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

2. AGREEMENT TO ALLOW ENCROACHMENT:

The Town agrees that Encroaching Party shall have the right to have the Encroaching Property extend beyond the boundary line of the Property and to encroach within the Town right-of-way to the extent set forth herein.

3. ENCROACHING PARTY OBLIGATIONS:

Encroaching Party must maintain the Encroaching Property in a safe and structurally sound manner and all repairs and reconstruction work must be done to the adopted Building Code of the Town of Jackson at the time or repair or reconstruction.

Encroaching Party must maintain the Encroaching Property such that it does not allow water to leak onto the sidewalk.

Any snow removed from the Encroaching Property by the Encroaching Party must be removed from the Town right-of-way by the Encroaching Party on the same day. Encroaching Party is responsible for obtaining any required permits for the snow removal.

4. RIGHT TO MAINTAIN:

Encroaching Party shall have the right from time to time to go upon the adjoining Town right-of-way for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the Town as a result of such maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns. Under no circumstances shall the Encroaching Party be allowed to increase the existing encroachment, absent written approval (including applicable regulatory approval) from the Town. Notwithstanding the foregoing, no provision in this Agreement shall limit or prohibit the Town from pursuing its right of eminent domain with regard to the Encroaching Property and no provision of this Agreement shall limit or prohibit Encroaching Party from defending its property therefrom.

5. RELEASE OF CLAIMS:

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

6. INDEMNIFICATION:

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

7. BINDING COVENANT:

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

8. TERM OF AGREEMENT:

This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the Encroaching Property is removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party hereunder to the encroachment shall cease. Provided, however, if, within a reasonable time (not to exceed two (2) years) after such event, the Encroaching Party at their sole cost initiates repairs, replacements, or reconstruction of the structure in essentially the same outside dimensions and configurations as the original Encroaching Property, then all its rights shall be reinstated nunc pro tunc, and in the case of replacement or reconstruction to the extent allowed by development regulations at the time of replacement or reconstruction, and preserved on the same terms set forth in this Agreement. Notwithstanding the foregoing, upon the development of compelling municipal interests with which the Encroaching Property may interfere, Encroaching Party, its successors and assigns agree to cooperate with the Town to the fullest extent possible under then existing circumstances to accommodate and/or mitigate such interference by its Encroaching Property, which may include removal of Encroaching Property.

9. NO THIRD-PARTY BENEFICIARY:

This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

10. HEADINGS:

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

11. MODIFICATION IN WRITING:

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

12. BINDING EFFECT AND SEVERABILITY:

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

13. RECORDING:

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

14. GOVERNING LAW AND FORUM:

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

15. COUNTERPARTS:

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

16. SOVEREIGN IMMUNITY:

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

17. WAIVER:

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

18. ENTIRE AGREEMENT:

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

**IN WITNESS WHEREOF**, the effective date of this agreement is _____

**[*signatures follow on next page*]**

**ENCROACHING PARTY**

By:_____

Print Name:_____

Its: _____

STATE OF WYOMING )
)ss.
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by _____, as its property owner this____day of_____, 2020.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

TOWN OF JACKSON,

A municipal corporation
of the State of Wyoming

_____
BY: Pete Muldoon, Mayor

_____
ATTEST: Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING )
) ss.
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Pete Muldoon, as the Mayor of the Town of Jackson, and Sandra P. Birdyshaw, as the Town Clerk for the Town of Jackson, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this_____day of _____, 2020.

Witness my hand and official seal.

My commission Expires:

_____
Notary Public

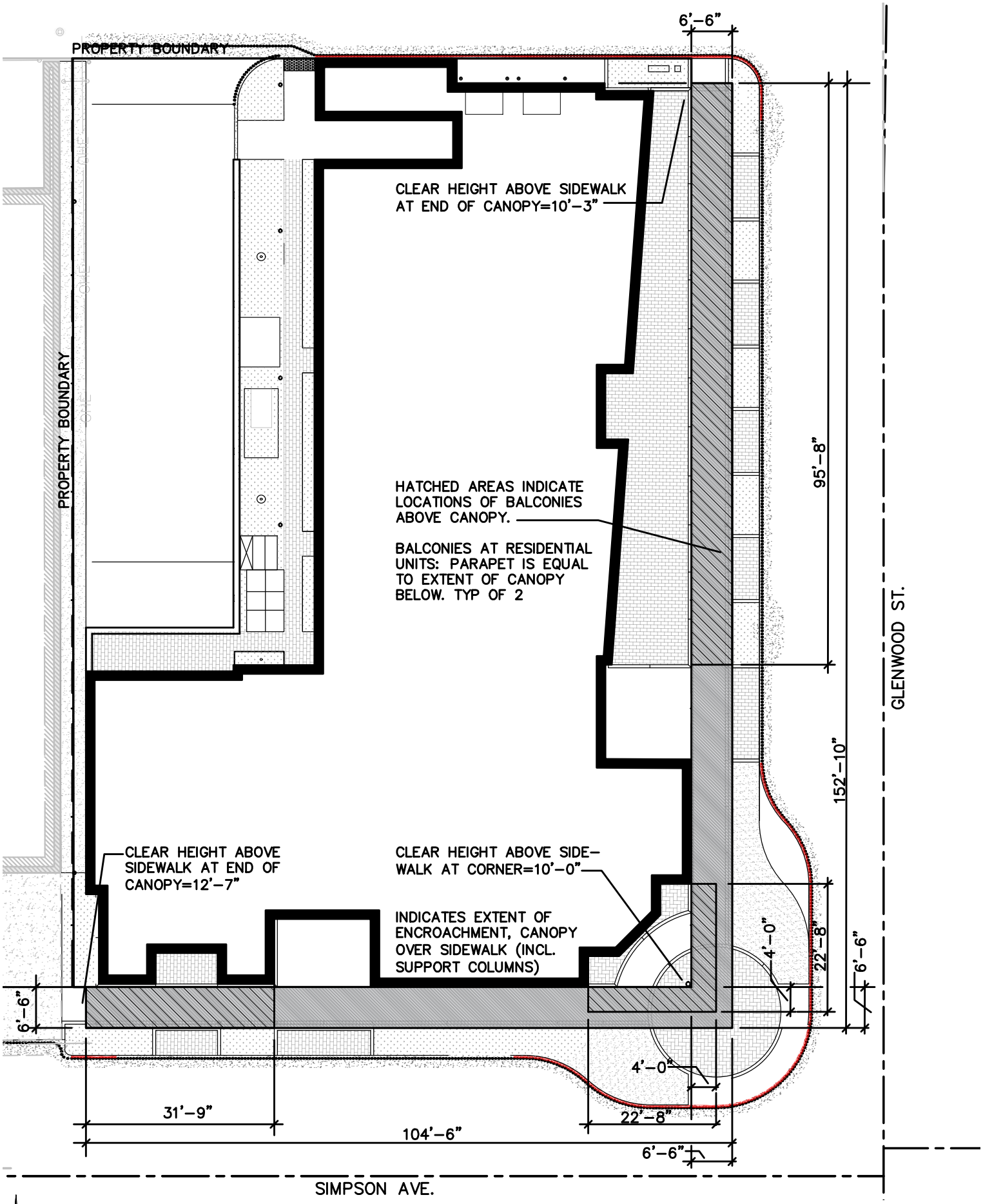



EXHIBIT 'A' TO AN ENCROACHMENT AGREEMENT FOR CANOPIES AND BALCONIES
175 S. GLENWOOD ST. 2020-05-22

# EXHIBIT A TO AN ENCROACHMENT AGREEMENT FOR CANOPIES AND BALCONIES
# 175 S. GLENWOOD
# PAGE 2 of 3

## DRAWING LEGEND

- WALL, FLOOR OR CEILING ASSEMBLY TYPE • SEE A-009-010 ASSEMBLY TYPE NOTE
- XXX — ROOM NUMBER
- X — WINDOW TYPE • SEE SCHED., A-600
- XXX — DOOR TYPE & HARDWARE TYPE • SEE SCHEDULE, A-600
- X — DETAILED DRAWING NOTE
- REVISION • SEE TITLEBLOCK
- SECTION OR DETAIL NUMBER / FOUND AT PAGE
- INTERIOR ELEVATION NUMBER / FOUND AT PAGE
- DIRECTION OF ROOF OR SLAB SLOPE
- ELEVATION • SEE A-101 FOR LOCATION OF 100'-0" BENCHMARK

## GENERAL NOTES

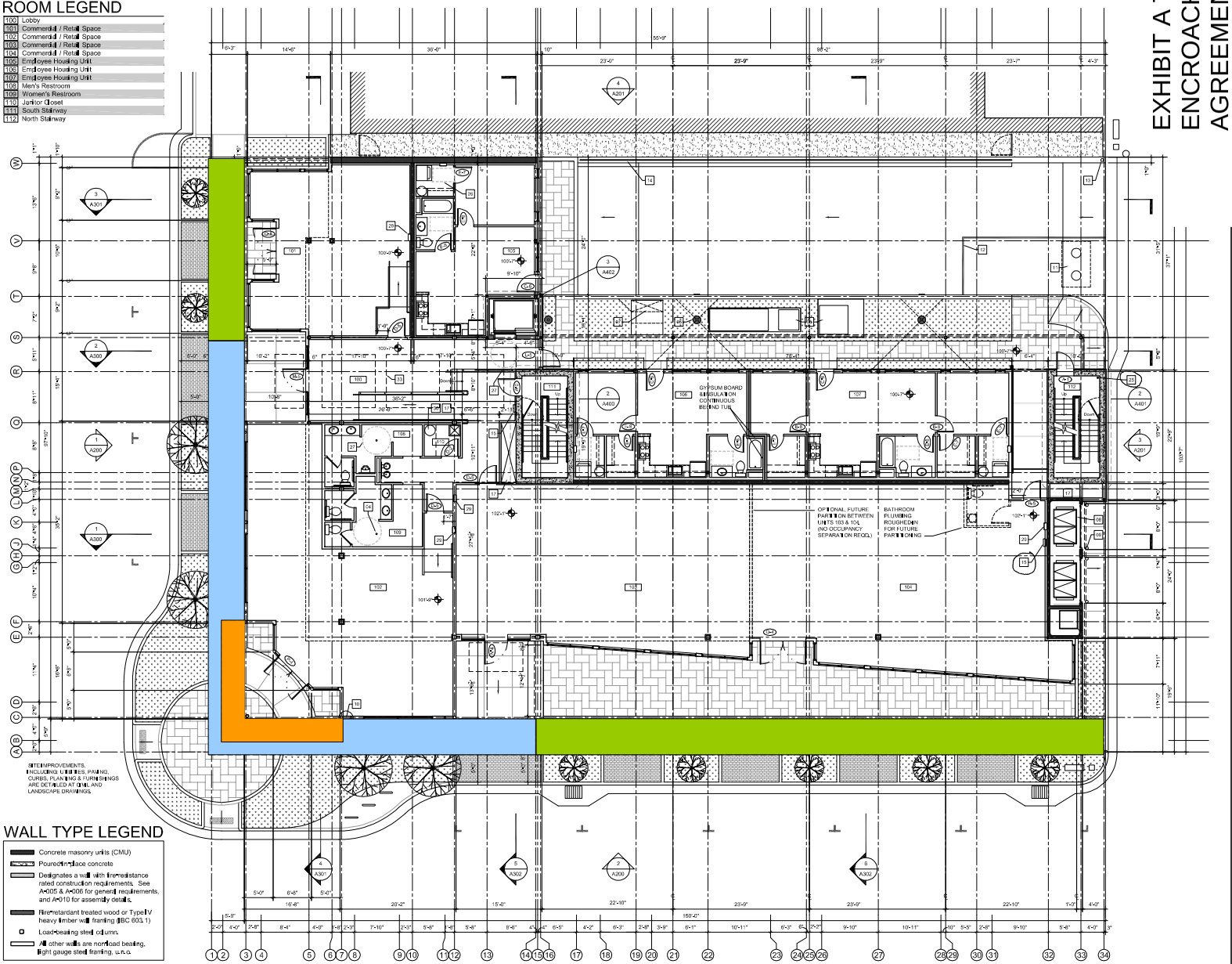
1. WALL PROFILES AND DIMENSION STRINGS INDICATE ROUGH-FRAMING DIMENSIONS U.N.O. SEE ASSEMBLY DETAILS FOR ACTUAL CONSTRUCTION AND FINISH MATERIALS.
2. ALL INTERIOR PARTITION WALLS EXTEND TO 4" ABOVE FINISH CEILING U.N.O., OR TO UNDERSIDE OF METAL DECK WHERE NO CEILINGS SPECIFIED.
3. ALL RATED WALLS AND FIRE PARTITIONS AT PERIMETER OF DWELLING UNITS EXTEND TO UNDERSIDE OF METAL DECK. PROVIDE DEFLECTION TRACK AT TOP, PER DETAILS AT PAGE A-010.
4. PROVIDE CONTROL JOINTS IN ALL GYPSUM BOARD WALLS OVER 30'-0" IN LENGTH. V.I.F.
5. G.C. TO COORDINATE ALL FLOOR/CEILING AND SHAFT PENETRATIONS WITH RESPECTIVE TRADES. ALL PENETRATIONS REQUIRE FIRE-RESISTIVE ASSEMBLY DETAIL.
6. SEE EXTERIOR ELEVATIONS FOR WINDOW OPERATION AND HINGE HANDING.
7. INTERIOR CABINETRY, CLOSET SHELVING, RESTROOM PARTITIONS, SHOWER ENCLOSURES, DOMESTIC APPLIANCES AND FIREPLACES TO BE DESCRIBED AT INTERIOR ELEVATIONS AND SPECIFIED UNDER SEPARATE COVER.
8. SEE PAGES A-106 THROUGH A-115 FOR ENLARGED UNIT FLOOR PLANS.

## KEYED NOTES

01 TRENCH DRAIN. SEE CIVIL DRAWINGS FOR DETAILS.
02 SUMP & PUMP BELOW SLAB • SEE PLUMBING. G.C. TO COORDINATE WITH CIVIL DISCIPLINES.
03 STORMWATER STORAGE BASIN AND OIL/SAND SEPARATOR BELOW SLAB. SEE CIVIL DRAWINGS.
04 FLOOR DRAIN, TYP. SEE PLUMBING DRAWINGS.
05 ELECTRICAL TRANSFORMER, SERVICE DISCONNECT AND METER. PER SEE ELECTRICAL DRAWINGS. SEE CIVIL DRAWINGS FOR PAD DETAILS.
06 ROOF OR YARD DRAIN BELOW. SEE PLUMBING PLANS AND ARCHITECTURAL DETAILS.
07 AIR INTAKE GOOSNECK. SEE MECHANICAL DRWGS.
08 ROLL-OUT DUMPSTER.
09 BOLLARD • SEE DETAIL, PAGE A-507. (TYP. AS SHOWN)
10 FIRE DEPARTMENT CONNECTION, HORN & STROBE.
11 GREASE TRAP ACCESS.
12 11.5' X 25' LOADING BAY, PAINT-STRIPE INDICATED.
13 GARAGE DOOR INDICATOR LIGHT AND KEYPAD.
14 GUARDRAIL. SEE ARCHITECTURAL DETAILS, A-507.
15 TYPE 1-A-10-B:C FIRE EXTINGUISHER IN CABINET.
16 ROLL-UP, OVERHEAD METAL DOOR AND TRACK.
17 RATED MECHANICAL CHASE. THRU-PENETRATIONS REQUIRE FIRE-RESISTIVE CONSTRUCTION DETAIL.
18 ICE MELT HEAT TAPE AT CRICKET VALLEYS.
19 ROOF TOP ACCESS LADDER.
20 PADS FOR HEAT PUMPS. SEE MECHANICAL DRWGS.
21 PAD FOR DEDICATED OUTSIDE AIR UNIT. SEE MECH.
22 ROOF DRAIN AND OVERFLOW. SEE PLUMBING.
23 ROOF DRAIN BELOW DECK TILES. SEE PLUMBING.
24 PROPERTY BOUNDARY.
25 STANDPIPE AND FIRE DEPARTMENT CONNECTIONS.
26 38" x 48" CLEAR FLOOR SPACE FOR TYPE B COMPLIANCE, TYP.
27 60" CLEAR WHEELCHAIR TURNING RADIUS, TYP.
28 HANDRAIL TO COMPLY WITH R311.7.8
29 CIRCUIT BREAKER PANEL LOCATION, TYP. SEE ELECTRICAL DRAWINGS
30 WATER HEATER LOCATION, TYP. SEE PLUMBING DRAWINGS.
31 FAN COIL LOCATION, TYP. SEE MECH. DRWGS.
32 GAS FIREPLACE, TYP. SPECIFICATION UNDER SEPARATE COVER.
33 COFFERED CEILING AREA, DASHED ABOVE. SEE INTERIOR MILLWORK DETAILS.
34 EXPOSED, COSMETIC BEAM ABOVE. SEE INTERIOR MILLWORK DETAILS.
35 CONCEALED SPACE BENEATH STAIRWAY TO BE PROTECTED WITH 5/8", FIRE-TAPED, TYPE-X GYPSUM BOARD THROUGHOUT.
36 SKUPPER FOR SUB-DECK DRAINAGE. SEE A-501.
37 MOP SINK • SEE PLUMBING DRAWINGS.
38 ACCESS DOOR FOR SMOKE DETECTOR.

## ROOM LEGEND

| | |
|---|---|
| 100 | Lobby |
| 101 | Commercial / Retail Space |
| 102 | Commercial / Retail Space |
| 103 | Commercial / Retail Space |
| 104 | Commercial / Retail Space |
| 105 | Employee Housing Unit |
| 106 | Employee Housing Unit |
| 107 | Employee Housing Unit |
| 108 | Men's Restroom |
| 109 | Women's Restroom |
| 110 | Janitor Closet |
| 111 | South Stairway |
| 112 | North Stairway |




## WALL TYPE LEGEND

- Concrete masonry units (CMU)
- Poured-in-place concrete
- Designates a wall with fire-resistance rated construction requirements. See A-005 & A-006 for general requirements, and A-010 for assembly details.
- Fire-retardant treated wood or Type IV heavy timber wall framing (IBC 603.1)
- Load-bearing steel column.
- All other walls are non-load bearing, light gauge steel framing, u.n.o.

1 / A101 GRADE LEVEL FLOOR PLAN

1/8" = 1'-0" (Scale accurate when printed full size on 24"x36" media only)

NORTH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# Glenwood + Simpson Mixed Use Building
# (Phase II of the Milward + Simpson PMD)

Lots 11 & 12, Block 2, 2nd Wort Addition
175 South Glenwood Street
Jackson, Wyoming 83001

Date: 05 / 01 / 19
Revisions: 1 12 / 31 / 19

Sheet Number
**A-101**

Grade Level Floor Plan

## DRAWING LEGEND

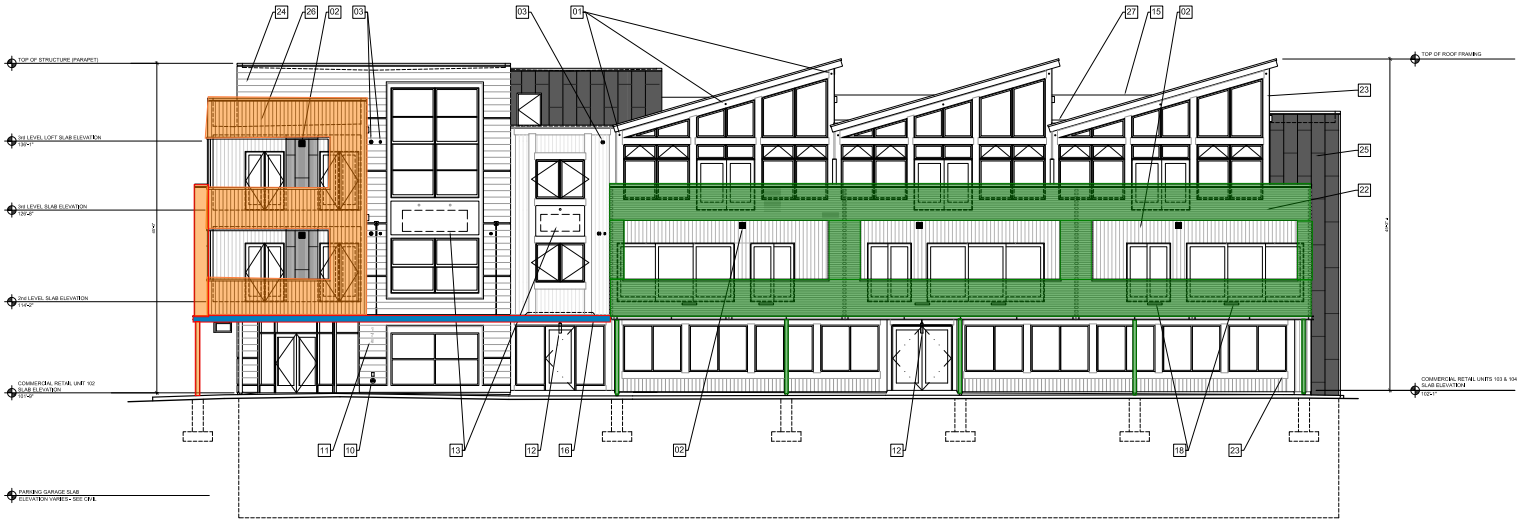
- WALL, FLOOR OR CEILING ASSEMBLY TYPE - SEE A-009-010 / ASSEMBLY TYPE NOTE
- XXX — ROOM NUMBER
- X — WINDOW TYPE - SEE SCHED., A-600
- XXX — DOOR TYPE & HARDWARE TYPE - SEE SCHEDULE, A-600
- X — DETAILED DRAWING NOTE
- X — REVISION - SEE TITLEBLOCK
- XXXX — SECTION OR DETAIL NUMBER / FOUND AT PAGE
- A, B, C, D — INTERIOR ELEVATION NUMBER / FOUND AT PAGE
- DIRECTION OF ROOF OR SLAB SLOPE
- ELEVATION - SEE A-101 FOR LOCATION OF 100'-0" BENCHMARK
- DOOR, WINDOW OR HATCH SWING / HINGE SIDE

## KEYED NOTES

01 FIRE SUPPRESSION SPRINKLER HEAD AT EXTERIOR PORCH AREA. DETAILS UNDER SEPARATE COVER
02 FLUE CAP FROM GAS FIREPLACE. TYP. AS SHOWN.
03 EXHAUST CAP. SEE MECHANICAL DRAWINGS, TYP. AS SHOWN.
04 GARAGE VENTILATION EXHAUST GRILLE. SEE MECHANICAL DRAWINGS.
05 ROLL-UP METAL DOORS AT DUMPSTER ENCLOSURE.
06 MOTORIZED, ROLL-UP METAL GARAGE ENTRY DOOR.
07 GARAGE DOOR CONTROL AND TRAFFIC STROBE.
08 GUARDRAIL. SEE ARCHITECTURAL DETAILS.
09 EDGE OF PARKING GARAGE AT ADJACENT PROPERTY.
10 FIRE DEPARTMENT CONNECTION WITH HORN & STROBE ABOVE. LOCATION TO BE VERIFIED AND APPROVED BY FIRE MARSHAL.
11 STREET ADDRESS. SEE SIGNAGE PLAN, A008.
12 SUSPENDED SIDEWALK RETAIL SIGNAGE LOCATION. SIGNS REQUIRE SEPARATE REVIEW AND PERMIT.
13 DEDICATED WALL-MOUNT RETAIL SIGNAGE LOCATION WITH LIGHT FIXTURE MOUNTING LOCATION INDICATED. REQUIRES SEPARATE REVIEW & PERMIT.
14 VEHICULAR RAMP TO BASEMENT PARKING GARAGE.
15 ROOF CRICKET BEYOND. SEE ROOF PLAN, A105.
16 SKYLIGHT FEATURE AT SIDEWALK AWNING. SEE DETAIL, A503.
17 SIDEWALK AWNING SUSPENSION STRUT. SEE DETAIL, A503.
18 PORCH DECKING DRAINAGE SKUPPER, TYP.
19 STEEL COLUMN, TYP. AS SHOWN. SEE STRUCTURAL DRAWINGS AND ARCHITECTURAL SITE DETAILS, A507.
20 FIRE-RATED GLASS BLOCK GLAZING SYSTEM, SEE DETAILS A500.
21 COFFERED CEILING AREA, TYP. SEE DETAILS A500.
22 GRAIN-BIN STYLE DECK PARTITIONS, RAILINGS AND SIDING, TYP. AS SHOWN. SEE DETAILS AT A505
23 TIMBER STYLE CASING, TYP. AS SHOWN. SEE DETAILS AT A504
24 PANELIZED STYLE WOOD SIDING, TYP. AS SHOWN. SEE DETAILS AT A506
25 CORRUGATED METAL SIDING, TYP. AS SHOWN.
26 VERTICAL T&G WOOD SIDING, TYP. AS SHOWN.
27 ROOF DRAIN. SEE PLUMBING PLANS
28 ELECTRICAL TRANSFORMER, DISCONNECT & METER.
29 90 MIN. RATED SHAFTWAY ACCESS HATCH FOR SMOKE DETECTOR SERVICE.

1 / A200 SOUTH (SIMPSON AVENUE) ELEVATION

1/8" = 1'-0" (Scale accurate when printed full size on 24"x36" media only)




2 / A200 EAST (GLENWOOD STREET) ELEVATION

1/8" = 1'-0" (Scale accurate when printed full size on 24"x36" media only)

EXHIBIT A TO AN ENCROACHMENT AGREEMENT FOR CANOPIES AND BALCONIES
175 S. GLENWOOD
PAGE 3 of 3

# TOWN OF JACKSON
## AGENDA DOCUMENTATION

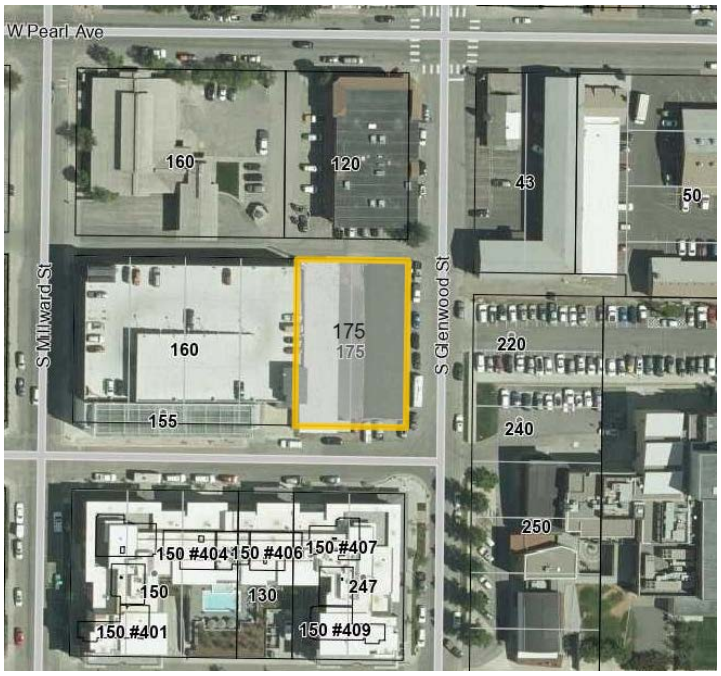
**SUBMITTING DEPARTMENT**: Public Works **PRESENTER**: Brian Lenz

**MEETING DATE:** June 15, 2020

**SUBJECT:** **P20-023:** ENCROACHMENT AGREEMENT WITH ARTS DISTRICT DEVELOPMENT, LLC., FOR PROPERTY LOCATED AT 175 SOUTH GLENWOOD STREET – Soil Nail Walls Within the Public Right-of-Way.

STATEMENT/PURPOSE

The purpose of this item is to present to the Town Council consideration of an Encroachment Agreement for installation of a temporary soil nail shoring system during the construction of a building on the Encroaching Party's property. The shoring system consists of reinforced shotcrete walls located approximately three feet into the rights-of-way from the property line on the north, south, and east and within the property on the west; extending from the surface to approximately 15-17 feet below the surface on all sides, and anchored with Soil Nails (defined as hollow steel bars encapsulated in grout) that extend an additional 13-18 feet beyond the wall during construction with property owner Arts District Development, LLC. for proposed soil nail walls that extend approximately 2-3-feet into the Town right-of-way along each of the four sides of the property boundary at 175 South Glenwood Street, legally known as Lots 11-12, Blk 2, Wort-2.




LOCATION

Arts District Development, LLC. is the owner of property described as 175 South Glenwood Street (please see the vicinity map).

BACKGROUND/ALTERNATIVES

The proposed development is a mixed-use building including commercial/retail space and 14 residential units. The new building form consists of three stories above grade and a basement parking garage. Specific to this project, a temporary shoring wall is proposed within the Town's right-of-way. Designed to temporarily support the excavation during construction of the foundation walls for the new building, soil nail walls will be installed 2-3 feet into the Town's right-of-way with subsurface soil nails extending an additional approximate 17.5 feet into the Town's right-of-way. The temporary shoring wall materials consist of steel-reinforced 4-inch thick shotcrete wall. The soil nails are 13-18 feet-long R32S Hollow Bar nails with a 3-inch nominal bit, and Portland Cement Type I-II Grout. The shoring will be installed to match existing grade along the south and east walls, while the north wall will be installed approximately 5 feet below grade to avoid conflicts with buried utilities, and the west wall will be installed at the bottom of the existing parking structure screw nail cap. The application was approved by staff with conditions documented in the Recommendations section of this staff report.

Based on information regarding the foundation of the Town's Parking Garage structure that was acquired following the initial design and application for the agreement, the Developer is revising the design and plans to account for the screw piles, and not helical piers, that underly the foundation of the parking garage. These plans will be subject to further review by the Town Engineer.

The shoring system is temporary in that it is only designed to retain excavations during construction, however all of the system except for the top four feet of the wall will be backfilled with the foundation and remain in the ground. The top four feet are removed to reduce the interference with future work in the right of way.

The proposed soil nail shoring system is a suitable type of shoring for this type of shoring application when designed and installed correctly. Any voids created in the soil are filled with a grout mixture and the soil nails can be tensioned to provide active shoring without any soil displacement occurring, thus minimizing the potential for settlement. Further, soil nail shoring systems are efficient to install and have minimal vibration impacts on surround properties.

## STAKEHOLDER ANALYSIS

Included are the residents and visitors to the Town of Jackson and the applicant/business owner. The Town Council is the final decision maker on all policy decisions regarding the public right-of-way.

## FISCAL IMPACT

None.

## STAFF IMPACT

Town Planning, Legal, and Engineering staff coordinate to process and produce the encroachment agreement, 8-12 hours of staff time.

## LEGAL REVIEW

The legal review is ongoing as needed.

## ATTACHMENTS

Proposed Encroachment Agreement for Temporary Shoring
May 15, 2020 Design Memorandum
May 15, 2020 Shoring System Design Plans

## RECOMMENDATION

Staff recommends approval of the Encroachment Agreement between the Town of Jackson and Arts District Development, LLC to allow a temporary shoring wall to encroach into the Town's South Glenwood Street, West Simpson Avenue, alley public right-of-way, and TOJ Parking Garage property subject to the following conditions:

1. Encroachment requires Town Council Approval.
2. Encroaching Party shall provide all the required exhibits for the Encroachment Agreement. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer.
3. Encroaching Party is responsible for all Teton County Clerk recording fees.
4. Temporary Soil Nails shall be removable by an excavator or easily cut with a chop saw, and not integral to the long-term stability of the building on Encroaching Party's property. A Removal Fee of $50 per Soil Nail located within 10 feet of the surface at their anchor point on the shotcrete wall is required and shall be paid by Encroaching Party.
5. Encroaching Party shall submit shoring plans prepared and stamped by a professional engineer licensed in the state of Wyoming. Plans must show the existing Town of Jackson Parking Structure's footing and deep foundation elements.
6. The Encroaching Property may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the right-of-way or any public utilities located therein following completion of construction of the building on Encroaching Party's property.
7. Prior to the Town Engineer's Final Inspection Encroaching Party must provide the Town Engineer record drawings of the shoring to document the Encroaching Property's "as-built" location.
8. Encroaching Party must post a financial assurance that complies with Town of Jackson Land Development Regulation 8.2.11 for the installation of the Encroaching Property, the foundation and backfill of the building on Encroaching Party's property, and the installation and maintenance of safety fencing around the project.
9. Encroaching Party shall video inspect the existing sewer main to the north of the project pre- and post-Encroaching Property construction on the north wall.

10. Encroaching Party shall remove all Encroaching Property within 4 feet of the proposed top back of curb prior to backfilling.
11. Town may hire a Town-selected qualified engineering consultant licensed in the state of Wyoming to review the proposed shoring calculations, plans, and specifications to objectively determine whether each technical report or document adequately addresses and characterizes the geological and structural parameters and assumptions, consistent with concerns with design principles and practices in use at this time. Encroaching Party must bond for and pay for all costs of said consultant.
12. Town may hire a Town-selected qualified engineering consultant licensed in the state of Wyoming to monitor the installation of the Encroaching Property. Encroaching Party must bond and pay for all costs of said consultant.
13. Town may hire a Town-selected professional land surveyor licensed in the state of Wyoming to establish existing elevations, the "Benchmarks," of the Town of Jackson's Parking Structure and check and record established elevations not less than once per week, and as frequent as necessary, to monitor the Parking Structure throughout installation of the Encroaching Property and until the foundation of the building on Encroaching Party's property is installed and backfilled. Following backfill of the foundation, and at the at the Town's sole discretion, elevation checks of the Benchmarks may be reduced to a monthly frequency or ceased if there are no signs of movement. Encroaching Party must bond for and pay for all costs of said consultant.
14. Encroaching Party's contractor and subcontractors shall monitor and log the elevation of the Town of Jackson's Parking Structure daily for any signs of movement during construction.
15. Encroaching Party shall repair any damage caused to the Town of Jackson's Parking Structure or foundation, the rights-of-way, or Town or private utilities resulting from the construction of their Encroaching Property, including but not limited to settlement, cracking, or screw nail damage to the Town of Jackson Parking Structure; digging into or disturbing sewer line(s); drilling into or disturbing a water line(s); buckling pavement or sidewalks of any right-of-way.
16. If monitoring of the Benchmarks of the Town of Jackson's Parking Structure by any party shows signs of movement, all shoring and excavation activities must stop until the cause of movement is conclusively determined and, at the Town's discretion, satisfactorily resolved.
17. Prior to beginning any shoring work, Encroaching Party, and its general contractor and shoring sub-contractor, must each provide insurance policies and amounts approved by the Town. If requested, the Town shall be listed as an additional insured on the policies.

SUGGESTED MOTION

I move to approve the Encroachment Agreement with property owner Arts District Development, LLC. to allow encroachment of a temporary soil-nail shoring system into the Town right-of way and properties surrounding 175 South Glenwood subject to the recommended conditions and upon approval by the Town Engineer and Town Attorney authorize the Mayor to execute all necessary contract Agreements.

GORDON GEOTECHNICAL ENGINEERING, INC.

Design Memorandum

# Temporary Shoring

# Glenwood & Simpson Mixed Use Building

# 175 South Glenwood Street

# Jackson, Wyoming

Prepared for:

G2B Company, Inc.
P.O. Box 3402
Nampa, Idaho 83653

(Attention: Mr. Dan Turner)

Job No. 223-017-20
May 15, 2020

Gordon Geotechnical Engineering, Inc. 4426 South Century Drive Suite 100 Salt Lake City, Utah 84123 (801) 327-9600 phone

## Project Description

Prepare the design of the temporary soil nail wall for ground support during construction of the new Glenwood & Simpson Mixed Use Building located at 175 South Glenwood Street in Jackson, Wyoming. The temporary shoring will be installed around the perimeter of the site. On the east and south sides, the shoring will extend from approximately existing grade to the bottom of the footing (approximately 17 feet maximum in exposed height). On the north side, the presence of numerous utilities require that the upper approximately 5 feet of the excavation be sloped so that the first row nails can be installed below the utility level based upon currently available information. On the west side of the site, the eastern portion of the existing parking structure appears to be supported on helical piers based upon provided record set drawings. From the base of the pile caps to the bottom of the new construction, the exposed height is approximately 10 feet or less in height.

## Professional Statements

Supporting data upon which our design and plan preparation are based are presented in subsequent sections of this design memorandum. If subsurface conditions other than those described in the geotechnical report are encountered and/or if design, layout, or loading changes are implemented, Gordon Geotechnical Engineering Inc. ($G^2$) must be informed so that our design and plans can be reviewed. No warranty is expressed or implied, only that these designs were prepared in general accordance with design principles and practices in use at the time the work was performed.

## Design References

The design of the shoring will be in conjunction with standard practice as outlined in many texts. The following is a partial list of references used for the project.

Design References:

- Lateral Support Systems and Underpinning, Volume II - Design Fundamentals, FHWA-RD-75-129, Goldberg, et al, April 1976.
- Geotechnical Engineering Circular No. 7, FHWA Publication No FHWAO-IF-03-017, dated March 2003
- "Manual for Design & Construction Monitoring of Soil Nail Walls", FHWA Publication No. FHWA-SA-96-069, dated November 1996.
- Earth Support Systems & Retaining Structures, Pile Buck, 1975.
- Project Drawings entitled "Record Set, Tow of Jackson Parking Garage, 160 South Milward Street, Jackson, Wyoming Bid Documents," by Highland Associates, dated March 30, 2007.
- Project Drawings entitled "Glenwood + Simpson Mixed Use Building (Phase II of the Milward + Simpson PMD)," by Harger Architects, dated January 10, 2020 (Permit Review Response Set).
- "Geotechnical Review, Lot at Simpson and Glenwood, Jackson, Wyoming," by Womack & Associates, Inc., dated June 30, 2008.

**Subsurface Soil and Groundwater Conditions**

From the geotechnical report, the site soils typically consist dense to very dense gravels and cobbles with sand silty and clay. It would appear that no borings were performed at the site but adjacent boring logs were used as a basis of recommendations. Based upon the provided information, the following soil parameters will be utilized in the soil nail design:

Sands and Gravels
Moist Unit Weight ($\gamma$) = 135 pcf
Friction Angle = 36 degrees
Cohesion = 50 psf (interlock)

Groundwater was not encountered in the borings and will not be included in the analysis.

If soils encountered during site grading operations are different than projected or groundwater is encountered, $G^2$ must be notified immediately to review the shoring design. Modifications to the shoring may be required.

**Surcharge**

The soil nail walls will be designed for surcharge of 250 psf area surcharge to approximate conventional vehicular traffic around the perimeter of the site and within the parking structure.

Additionally, the parking structure finished floor appears to be approximately 7.5 feet above the bottom of the pile cap / top of the temporary soil nail wall which will be treated as a surcharge in addition to the traffic loading. The record set of drawings of the parking structure indicate that the easternmost portion of the building is supported upon helical pier foundations (assumed extending below the base of the new building excavation) and no foundation loads will be included in the shoring design. Need to include the

Lastly, the north wall will be designed for the sloping ground surface at the upper part of the wall.

Other than the surcharges noted, the shoring has not been designed for large surcharges such as cranes, etc., and would have to be evaluated on a case by case basis. Higher loading may require modification to the shoring.

**Anchor Adhesion**

Hollow core soil nails will be used for the project. For design, an ultimate anchor adhesion of 4.0 kips/ft of anchor (26.5 psi) will be utilized with a working adhesion of 2.67 kips/ft based upon a factor of safety of 1.5. Verification nails will be included to verify the adhesion. Additionally, periodic proof nail tests will be conducted during wall construction to confirm capacities.

**Summary of Results**

The design was performed using the computer program SNAILWin (version 4.10) by Caltrans. The results of the analyses are attached and summarized below.

The results of the analyses indicate that the factors of safety exceed 1.5 for all cases the temporary soil nail walls. The soil nails will consist of AGL R32S soil nails (or equivalent) installed on a typical 6 feet horizontal by 5 feet vertical spacing. Nail lengths will be generally be 18 feet for the upper part of the wall and 13 feet on the lowest nail level. Under the parking structure, a tighter vertical spacing will be used based upon geometry and spans around existing helical pier foundations.

Lateral and vertical movements are projected to be on the order of one-half to one inch. Actual movements will vary based upon construction techniques, consistency of the site soils at the wall location, face stability, etc.

Design Complete.

o0o

PROJECT TITLE: Glenwood & Simpson, H = 17' Max

Date: 05-15-2020

SnailWin 3.10

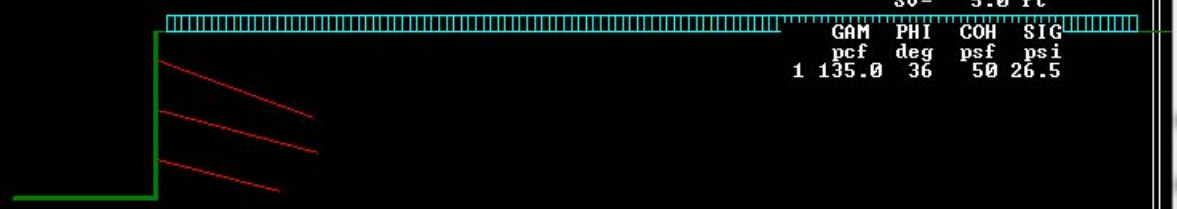
File: GS-1

Minimum Factor of Safety = 1.65

13.8 ft Behind Wall Crest
At Wall Toe

LEGEND:
PS= 100.0 Kips
FY= 94.0 Ksi
Sh= 6.0 ft
Sv= 5.0 ft

H= 17.0 ft



| | GAM pcf | PHI deg | COH psf | SIG psi |
|---|---|---|---|---|
| 1 | 135.0 | 36 | 50 | 26.5 |

Scale = 10 ft

Surcharge

Quit | Node | B/W | Zoom | Report | Copy | Print Graphics

```
*****************************************************
*    CALIFORNIA DEPARTMENT OF TRANSPORTATION        *
*          ENGINEERING SERVICE CENTER               *
*     DIVISION OF MATERIALS AND FOUNDATIONS         *
*   Office of Roadway Geotechnical Engineering      *
*    Date: 05-15-2020          Time: 08:17:48       *
*****************************************************
```

Project Identification - Glenwood & Simpson, H = 17' Max

--------- WALL GEOMETRY ---------

```
Vertical Wall Height         =  17.0 ft
Wall Batter                  =   0.0 degree
                               Angle   Length
                               (Deg)   (Feet)
First Slope from Wallcrest.  =   0.0     50.0
Second Slope from 1st slope. =   0.0      0.0
Third Slope from 2nd slope.  =   0.0      0.0
Fourth Slope from 3rd slope. =   0.0      0.0
Fifth Slope from 3rd slope.  =   0.0      0.0
Sixth Slope from 3rd slope.  =   0.0      0.0
Seventh Slope Angle.         =   0.0
```

--------- SLOPE BELOW THE WALL ---------

There is NO SLOPE BELOW THE TOE of the wall

--------- SURCHARGE ---------

THE SURCHARGES IMPOSED ON THE SYSTEM ARE:

```
Begin Surcharge - Distance from toe =      1.0 ft
End Surcharge - Distance from toe   =    100.0 ft
Loading Intensity - Begin           =    250.0 psf/ft
Loading Intensity - End             =    250.0 psf/ft
```

--------- OPTION #1 ---------

Ultimate Punching shear, Bond & Yield Stress are used.

--------- SOIL PARAMETERS ---------

| Soil Layer | Unit Weight (Pcf) | Friction Angle (Degree) | Cohesion Intercept (Psf) | Bond* Stress (Psi) | Coordinates of Boundary XS1 (ft) | YS1 (ft) | XS2 (ft) | YS2 (ft) |
|---|---|---|---|---|---|---|---|---|
| 1 | 135.0 | 36.0 | 50.0 | 26.5 | 0.0 | 0.0 | 0.0 | 0.0 |

* Ultimate bond Stress values also depend on BSF (Bond Stress Factor.)

--------- WATER SURFACE ---------

NO Water Table defined for this problem.

--------- SEARCH LIMIT ---------

The Search Limit is from 3.0 to 30.0 ft

You have chosen NOT TO LIMIT the search of failure planes to specific nodes.

--------- REINFORCEMENT PARAMETERS ---------

| | | |
|---|---|---|
| Number of Reinforcement Levels | = | 3 |
| Horizontal Spacing | = | 6.0 ft |
| Yield Stress of Reinforcement | = | 94.0 ksi |
| Diameter of Grouted Hole | = | 4.0 in |
| Punching Shear | = | 100.0 kips |

---------- (Varying Reinforcement Parameters) ---------

| Level | Length (ft) | Inclination (degrees) | Vertical Spacing (ft) | Bar Diameter (in) | Bond Stress Factor |
|---|---|---|---|---|---|
| 1 | 17.0 | 20.0 | 3.0 | 0.92 | 1.00 |
| 2 | 17.0 | 15.0 | 5.0 | 0.92 | 1.00 |
| 3 | 13.0 | 15.0 | 5.0 | 0.92 | 1.00 |

```
           MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
           SAFETY      BEHIND         PLANE           PLANE
           FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                        (ft)      (deg)   (ft)    (deg)   (ft)

   Toe     1.817         5.7       68.1    9.2     75.0    8.8

  Reinf. Stress at Level  1 =  40.538 Ksi (Pullout controls...)
                          2 =  45.043 Ksi (Pullout controls...)
                          3 =  38.030 Ksi (Pullout controls...)

           MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
           SAFETY      BEHIND         PLANE           PLANE
           FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                        (ft)      (deg)   (ft)    (deg)   (ft)

NODE 2
     1.712         8.4       55.3   10.3     73.5    8.9

  Reinf. Stress at Level  1 =  34.355 Ksi (Pullout controls...)
                          2 =  40.591 Ksi (Pullout controls...)
                          3 =  37.154 Ksi (Pullout controls...)

           MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
           SAFETY      BEHIND         PLANE           PLANE
           FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                        (ft)      (deg)   (ft)    (deg)   (ft)

NODE 3
     1.676        11.1       47.6   11.5     68.6    9.1

  Reinf. Stress at Level  1 =  27.828 Ksi (Pullout controls...)
                          2 =  36.446 Ksi (Pullout controls...)
                          3 =  35.731 Ksi (Pullout controls...)

           MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
           SAFETY      BEHIND         PLANE           PLANE
           FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                        (ft)      (deg)   (ft)    (deg)   (ft)

NODE 4
     1.647        13.8       46.6   14.0     58.7    8.0

  Reinf. Stress at Level  1 =  23.975 Ksi (Pullout controls...)
                          2 =  36.356 Ksi (Pullout controls...)
                          3 =  36.028 Ksi (Pullout controls...)

           MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
           SAFETY      BEHIND         PLANE           PLANE
           FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                        (ft)      (deg)   (ft)    (deg)   (ft)

NODE 5
     1.648        16.5       37.7    8.3     50.2   15.5

  Reinf. Stress at Level  1 =  20.288 Ksi (Pullout controls...)
                          2 =  31.617 Ksi (Pullout controls...)
                          3 =  32.911 Ksi (Pullout controls...)

           MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
           SAFETY      BEHIND         PLANE           PLANE
           FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                        (ft)      (deg)   (ft)    (deg)   (ft)

NODE 6
     1.666        19.2       33.6    9.2     45.9   16.6

  Reinf. Stress at Level  1 =  15.071 Ksi (Pullout controls...)
                          2 =  27.363 Ksi (Pullout controls...)
                          3 =  30.877 Ksi (Pullout controls...)
```

```
          MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
          SAFETY      BEHIND         PLANE           PLANE
          FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                       (ft)      (deg)   (ft)    (deg)   (ft)

NODE 7
     1.696        21.9       30.2   10.1     42.2   17.7

  Reinf. Stress at Level  1 =  10.246 Ksi (Pullout controls...)
                          2 =  23.260 Ksi (Pullout controls...)
                          3 =  28.817 Ksi (Pullout controls...)

          MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
          SAFETY      BEHIND         PLANE           PLANE
          FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                       (ft)      (deg)   (ft)    (deg)   (ft)

NODE 8
     1.735        24.6       27.4   11.1     38.9   19.0

  Reinf. Stress at Level  1 =   5.862 Ksi (Pullout controls...)
                          2 =  19.385 Ksi (Pullout controls...)
                          3 =  26.792 Ksi (Pullout controls...)

          MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
          SAFETY      BEHIND         PLANE           PLANE
          FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                       (ft)      (deg)   (ft)    (deg)   (ft)

NODE 9
     1.782        27.3       25.0   12.1     36.0   20.2

  Reinf. Stress at Level  1 =   1.931 Ksi (Pullout controls...)
                          2 =  15.786 Ksi (Pullout controls...)
                          3 =  24.841 Ksi (Pullout controls...)

          MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
          SAFETY      BEHIND         PLANE           PLANE
          FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                       (ft)      (deg)   (ft)    (deg)   (ft)

NODE10
     1.836        30.0       29.5   34.5     89.9    0.0

  Reinf. Stress at Level  1 =   3.244 Ksi (Pullout controls...)
                          2 =  19.104 Ksi (Pullout controls...)
                          3 =  26.313 Ksi (Pullout controls...)


      ******************************************************************
      *                 For Factor of Safety = 1.0                     *
      *          Maximum Average Reinforcement Working Force:          *
      *                     12.799 Kips/level                          *
      ******************************************************************
```

PROJECT TITLE: Glenwood & Simpson, H = 12' North

Date: 05-15-2020

SnailWin 3.10

File: GS-5

Minimum Factor of Safety = 1.69

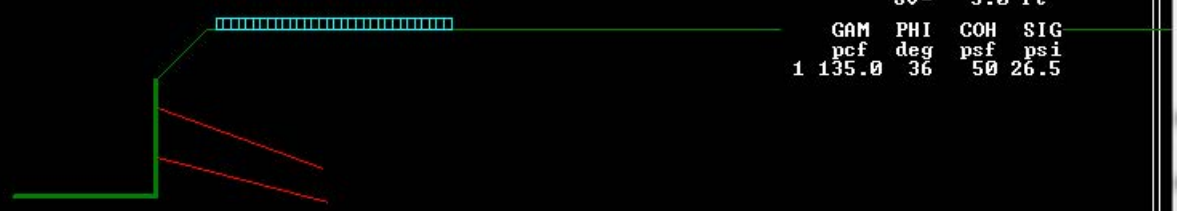
13.8 ft Behind Wall Crest
At Wall Toe

H= 12.0 ft

LEGEND:

PS= 100.0 Kips
FY= 94.0 Ksi
Sh= 6.0 ft
Sv= 5.0 ft

| | GAM pcf | PHI deg | COH psf | SIG psi |
|---|---|---|---|---|
| 1 | 135.0 | 36 | 50 | 26.5 |



Scale = 10 ft

Surcharge

Quit | Node | B/W | Zoom | Report | Copy | Print Graphics

```
*****************************************************
*    CALIFORNIA DEPARTMENT OF TRANSPORTATION        *
*          ENGINEERING SERVICE CENTER               *
*     DIVISION OF MATERIALS AND FOUNDATIONS         *
*   Office of Roadway Geotechnical Engineering      *
*    Date: 05-15-2020          Time: 08:19:22       *
*****************************************************
```

Project Identification - Glenwood & Simpson, H = 12' North

--------- WALL GEOMETRY ---------

| | | | |
|---|---|---|---|
| Vertical Wall Height | = | 12.0 ft | |
| Wall Batter | = | 0.0 degree | |
| | | Angle (Deg) | Length (Feet) |
| First Slope from Wallcrest. | = | 45.0 | 7.1 |
| Second Slope from 1st slope. | = | 0.0 | 30.0 |
| Third Slope from 2nd slope. | = | 0.0 | 0.0 |
| Fourth Slope from 3rd slope. | = | 0.0 | 0.0 |
| Fifth Slope from 3rd slope. | = | 0.0 | 0.0 |
| Sixth Slope from 3rd slope. | = | 0.0 | 0.0 |
| Seventh Slope Angle. | = | 0.0 | |

--------- SLOPE BELOW THE WALL ---------

There is NO SLOPE BELOW THE TOE of the wall

--------- SURCHARGE ---------

THE SURCHARGES IMPOSED ON THE SYSTEM ARE:

| | | | |
|---|---|---|---|
| Begin Surcharge - Distance from toe | = | 6.0 | ft |
| End Surcharge - Distance from toe | = | 30.0 | ft |
| Loading Intensity - Begin | = | 250.0 | psf/ft |
| Loading Intensity - End | = | 250.0 | psf/ft |

--------- OPTION #1 ---------

Ultimate Punching shear, Bond & Yield Stress are used.

--------- SOIL PARAMETERS ---------

| Soil Layer | Unit Weight (Pcf) | Friction Angle (Degree) | Cohesion Intercept (Psf) | Bond* Stress (Psi) | Coordinates of Boundary XS1 (ft) | YS1 (ft) | XS2 (ft) | YS2 (ft) |
|---|---|---|---|---|---|---|---|---|
| 1 | 135.0 | 36.0 | 50.0 | 26.5 | 0.0 | 0.0 | 0.0 | 0.0 |

* Ultimate bond Stress values also depend on BSF (Bond Stress Factor.)

--------- WATER SURFACE ---------

NO Water Table defined for this problem.

--------- SEARCH LIMIT ---------

The Search Limit is from 3.0 to 30.0 ft

You have chosen NOT TO LIMIT the search of failure planes to specific nodes.

--------- REINFORCEMENT PARAMETERS ---------

| | | |
|---|---|---|
| Number of Reinforcement Levels | = | 2 |
| Horizontal Spacing | = | 6.0 ft |
| Yield Stress of Reinforcement | = | 94.0 ksi |
| Diameter of Grouted Hole | = | 4.0 in |
| Punching Shear | = | 100.0 kips |

---------- (Varying Reinforcement Parameters) ---------

| Level | Length (ft) | Inclination (degrees) | Vertical Spacing (ft) | Bar Diameter (in) | Bond Stress Factor |
|---|---|---|---|---|---|
| 1 | 18.0 | 20.0 | 3.0 | 0.92 | 1.00 |
| 2 | 18.0 | 15.0 | 5.0 | 0.92 | 1.00 |

```
          MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
          SAFETY      BEHIND         PLANE           PLANE
          FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                       (ft)      (deg)   (ft)    (deg)   (ft)

   Toe    2.012         5.7       60.8    5.8     76.5   12.3

  Reinf. Stress at Level  1 =  42.728 Ksi (Pullout controls...)
                          2 =  46.729 Ksi (Yield Stress controls.)

          MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
          SAFETY      BEHIND         PLANE           PLANE
          FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                       (ft)      (deg)   (ft)    (deg)   (ft)

NODE 2
     1.764         8.4       26.9    3.8     71.8   16.1

  Reinf. Stress at Level  1 =  42.689 Ksi (Pullout controls...)
                          2 =  48.004 Ksi (Pullout controls...)

          MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
          SAFETY      BEHIND         PLANE           PLANE
          FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                       (ft)      (deg)   (ft)    (deg)   (ft)

NODE 3
     1.692        11.1       27.1    3.7     63.1   17.2

  Reinf. Stress at Level  1 =  41.496 Ksi (Pullout controls...)
                          2 =  49.379 Ksi (Pullout controls...)

          MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
          SAFETY      BEHIND         PLANE           PLANE
          FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                       (ft)      (deg)   (ft)    (deg)   (ft)

NODE 4
     1.690        13.8       22.3    4.5     57.8   18.1

  Reinf. Stress at Level  1 =  37.118 Ksi (Pullout controls...)
                          2 =  46.427 Ksi (Pullout controls...)

          MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
          SAFETY      BEHIND         PLANE           PLANE
          FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                       (ft)      (deg)   (ft)    (deg)   (ft)

NODE 5
     1.707        16.5       27.3    3.7     49.2   20.2

  Reinf. Stress at Level  1 =  36.037 Ksi (Pullout controls...)
                          2 =  47.754 Ksi (Pullout controls...)

          MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
          SAFETY      BEHIND         PLANE           PLANE
          FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                       (ft)      (deg)   (ft)    (deg)   (ft)

NODE 6
     1.745        19.2       23.9    4.2     44.9   21.7

  Reinf. Stress at Level  1 =  32.044 Ksi (Pullout controls...)
                          2 =  44.740 Ksi (Pullout controls...)

          MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
          SAFETY      BEHIND         PLANE           PLANE
          FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                       (ft)      (deg)   (ft)    (deg)   (ft)

NODE 7
```

```
     1.798        21.9       21.2    4.7     41.2   23.3

  Reinf. Stress at Level  1 =  28.214 Ksi (Pullout controls...)
                          2 =  41.620 Ksi (Pullout controls...)

           MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
           SAFETY      BEHIND         PLANE           PLANE
           FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                        (ft)      (deg)   (ft)    (deg)   (ft)

NODE 8
     1.862        24.6       19.1    5.2     37.9   24.9

  Reinf. Stress at Level  1 =  24.645 Ksi (Pullout controls...)
                          2 =  38.537 Ksi (Pullout controls...)

           MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
           SAFETY      BEHIND         PLANE           PLANE
           FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                        (ft)      (deg)   (ft)    (deg)   (ft)

NODE 9
     1.934        27.3       17.3    5.7     35.0   26.7

  Reinf. Stress at Level  1 =  21.401 Ksi (Pullout controls...)
                          2 =  35.609 Ksi (Pullout controls...)

           MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
           SAFETY      BEHIND         PLANE           PLANE
           FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                        (ft)      (deg)   (ft)    (deg)   (ft)

NODE10
     2.012        30.0       15.8    6.2     32.5   28.5

  Reinf. Stress at Level  1 =  18.475 Ksi (Pullout controls...)
                          2 =  32.859 Ksi (Pullout controls...)


      ******************************************************************
      *                For Factor of Safety = 1.0                      *
      *         Maximum Average Reinforcement Working Force:           *
      *                    13.918 Kips/level                           *
      ******************************************************************
```

PROJECT TITLE: Glenwood & Simpson, H = 10' West

Date: 05-15-2020

SnailWin 3.10

File: GS-11

Minimum Factor of Safety = 1.87

8.4 ft Behind Wall Crest
At Wall Toe

H= 10.0 ft

LEGEND:

PS= 100.0 Kips
FY= 94.0 Ksi
Sh= 8.0 ft
Sv= 3.0 ft

| GAM | PHI | COH | SIG |
|---|---|---|---|
| pcf | deg | psf | psi |

Scale = 10 ft

Surcharge

Quit | Node | B/W | Zoom | Report | Copy | Print Graphics

```
*****************************************************
*    CALIFORNIA DEPARTMENT OF TRANSPORTATION        *
*          ENGINEERING SERVICE CENTER               *
*     DIVISION OF MATERIALS AND FOUNDATIONS         *
*   Office of Roadway Geotechnical Engineering      *
*    Date: 05-15-2020          Time: 07:58:05       *
*****************************************************
```

Project Identification - Glenwood & Simpson, H = 10' West

--------- WALL GEOMETRY ---------

```
Vertical Wall Height         =  10.0 ft
Wall Batter                  =   0.0 degree
                               Angle   Length
                               (Deg)   (Feet)
First Slope from Wallcrest.  =   0.0    120.0
Second Slope from 1st slope. =   0.0      0.0
Third Slope from 2nd slope.  =   0.0      0.0
Fourth Slope from 3rd slope. =   0.0      0.0
Fifth Slope from 3rd slope.  =   0.0      0.0
Sixth Slope from 3rd slope.  =   0.0      0.0
Seventh Slope Angle.         =   0.0
```

--------- SLOPE BELOW THE WALL ---------

There is NO SLOPE BELOW THE TOE of the wall

--------- SURCHARGE ---------

THE SURCHARGES IMPOSED ON THE SYSTEM ARE:

```
Begin Surcharge - Distance from toe =      3.0 ft
End Surcharge - Distance from toe   =     40.0 ft
Loading Intensity - Begin           =   1263.0 psf/ft
Loading Intensity - End             =   1263.0 psf/ft
```

--------- OPTION #1 ---------

Ultimate Punching shear, Bond & Yield Stress are used.

--------- SOIL PARAMETERS ---------

| Soil Layer | Unit Weight (Pcf) | Friction Angle (Degree) | Cohesion Intercept (Psf) | Bond* Stress (Psi) | Coordinates of Boundary XS1 (ft) | YS1 (ft) | XS2 (ft) | YS2 (ft) |
|---|---|---|---|---|---|---|---|---|
| 1 | 135.0 | 36.0 | 50.0 | 26.5 | 0.0 | 0.0 | 0.0 | 0.0 |

* Ultimate bond Stress values also depend on BSF (Bond Stress Factor.)

--------- WATER SURFACE ---------

NO Water Table defined for this problem.

--------- SEARCH LIMIT ---------

The Search Limit is from 3.0 to 30.0 ft

You have chosen NOT TO LIMIT the search of failure planes to specific nodes.

--------- REINFORCEMENT PARAMETERS ---------

| | | |
|---|---|---|
| Number of Reinforcement Levels | = | 3 |
| Horizontal Spacing | = | 8.0 ft |
| Yield Stress of Reinforcement | = | 94.0 ksi |
| Diameter of Grouted Hole | = | 4.0 in |
| Punching Shear | = | 100.0 kips |

---------- (Varying Reinforcement Parameters) ---------

| Level | Length (ft) | Inclination (degrees) | Vertical Spacing (ft) | Bar Diameter (in) | Bond Stress Factor |
|---|---|---|---|---|---|
| 1 | 18.0 | 20.0 | 2.0 | 0.92 | 1.00 |
| 2 | 18.0 | 15.0 | 3.0 | 0.92 | 1.00 |
| 3 | 13.0 | 15.0 | 3.0 | 0.92 | 1.00 |

```
          MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
          SAFETY      BEHIND         PLANE           PLANE
          FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                       (ft)      (deg)   (ft)    (deg)   (ft)

   Toe    1.937         5.7       19.3    3.0     72.4    9.4

  Reinf. Stress at Level  1 =  40.848 Ksi (Pullout controls...)
                          2 =  43.659 Ksi (Pullout controls...)
                          3 =  30.959 Ksi (Pullout controls...)

          MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
          SAFETY      BEHIND         PLANE           PLANE
          FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                       (ft)      (deg)   (ft)    (deg)   (ft)

NODE 2
     1.870         8.4       16.6    3.5     60.8   10.3

  Reinf. Stress at Level  1 =  37.176 Ksi (Pullout controls...)
                          2 =  41.659 Ksi (Pullout controls...)
                          3 =  30.447 Ksi (Pullout controls...)

          MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
          SAFETY      BEHIND         PLANE           PLANE
          FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                       (ft)      (deg)   (ft)    (deg)   (ft)

NODE 3
     1.904        11.1       16.7    3.5     49.2   11.9

  Reinf. Stress at Level  1 =  32.874 Ksi (Pullout controls...)
                          2 =  38.832 Ksi (Pullout controls...)
                          3 =  29.919 Ksi (Pullout controls...)

          MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
          SAFETY      BEHIND         PLANE           PLANE
          FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                       (ft)      (deg)   (ft)    (deg)   (ft)

NODE 4
     2.025        13.8       19.9    2.9     39.2   14.2

  Reinf. Stress at Level  1 =  28.651 Ksi (Pullout controls...)
                          2 =  35.698 Ksi (Pullout controls...)
                          3 =  29.368 Ksi (Pullout controls...)

          MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
          SAFETY      BEHIND         PLANE           PLANE
          FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                       (ft)      (deg)   (ft)    (deg)   (ft)

NODE 5
     2.120        16.5       16.9    3.4     34.3   16.0

  Reinf. Stress at Level  1 =  24.351 Ksi (Pullout controls...)
                          2 =  31.724 Ksi (Pullout controls...)
                          3 =  26.818 Ksi (Pullout controls...)

          MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
          SAFETY      BEHIND         PLANE           PLANE
          FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                       (ft)      (deg)   (ft)    (deg)   (ft)

NODE 6
     2.307        19.2       14.6    7.9     34.8   14.0

  Reinf. Stress at Level  1 =  17.210 Ksi (Pullout controls...)
                          2 =  23.543 Ksi (Pullout controls...)
                          3 =  23.662 Ksi (Pullout controls...)
```

```
          MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
          SAFETY      BEHIND         PLANE           PLANE
          FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                       (ft)      (deg)   (ft)    (deg)   (ft)

NODE 7
     2.443        21.9       16.9    6.9     27.6   17.3

  Reinf. Stress at Level  1 =  16.420 Ksi (Pullout controls...)
                          2 =  23.556 Ksi (Pullout controls...)
                          3 =  23.086 Ksi (Pullout controls...)

          MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
          SAFETY      BEHIND         PLANE           PLANE
          FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                       (ft)      (deg)   (ft)    (deg)   (ft)

NODE 8
     2.589        24.6       15.2    7.6     24.9   19.0

  Reinf. Stress at Level  1 =  13.676 Ksi (Pullout controls...)
                          2 =  20.698 Ksi (Pullout controls...)
                          3 =  21.264 Ksi (Pullout controls...)

          MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
          SAFETY      BEHIND         PLANE           PLANE
          FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                       (ft)      (deg)   (ft)    (deg)   (ft)

NODE 9
     2.743        27.3       13.7    8.4     22.7   20.7

  Reinf. Stress at Level  1 =  11.351 Ksi (Pullout controls...)
                          2 =  18.206 Ksi (Pullout controls...)
                          3 =  19.632 Ksi (Pullout controls...)

          MINIMUM    DISTANCE    LOWER FAILURE   UPPER FAILURE
          SAFETY      BEHIND         PLANE           PLANE
          FACTOR     WALL TOE    ANGLE  LENGTH   ANGLE  LENGTH
                       (ft)      (deg)   (ft)    (deg)   (ft)

NODE10
     2.902        30.0        6.3    9.1     23.2   22.8

  Reinf. Stress at Level  1 =   7.087 Ksi (Pullout controls...)
                          2 =  13.093 Ksi (Pullout controls...)
                          3 =  15.611 Ksi (Pullout controls...)


      ******************************************************************
      *                 For Factor of Safety = 1.0                     *
      *          Maximum Average Reinforcement Working Force:          *
      *                      9.519 Kips/level                          *
      ******************************************************************
```

| | |
|---|---|
| **Project :** | **Glenwood & Simpson Mixed Use** |
| **Location :** | **175 S Glenwood St, Jackson, WY** |
| **Job Number :** | **223-017-20** |
| **Date :** | **5/14/20** |
| **Case :** | **Max Soil Nail Loading** |

**Gordon Geotechnical Engineering, Inc**
4426 South Century Drive, Suite 100
Salt Lake City, Utah 84123
801-327-9600

## Shotcrete Evaluation

**LOADS**

| | | |
|---|---|---|
| Maximum Static Nail Load | 16 | kips |
| Maximum Seismic Nail Load | 0 | kips |
| Static Nail Head Load | 12.3 | kips |
| Seismic Nail Head Load | 0.0 | kips |

**NAIL SPACING**

| | | | |
|---|---|---|---|
| Horizontal nail spacing | $S_H$ | 6 | ft |
| Vertical nail spacing | $S_V$ | 5 | ft |

**SHOTCRETE & REINFORCING**

| | | | | |
|---|---|---|---|---|
| Shotcrete overall thickness | h | 0.333 | ft | 4-inches |
| Concrete compressive strength | $f'_c$ | 4000 | psi | |
| Reinforcing yield strength | $f_y$ | 60 | ksi | |
| Wire Mesh Reinforcing | | 0.12 | $in^2/ft$ | (double 6x6-W2.9xW2.9) |
| Vertical Walers | | 0.4 | $in^2$ | 2 #4 bars |
| Horizontal Walers | | 0.4 | $in^2$ | 2 #4 bars |

**Plate**

| | | | |
|---|---|---|---|
| Square Plate Width | Lbp | 8 | in |
| Plate Thickness | tp | 0.5 | in |

**FACTORS**

| | | |
|---|---|---|
| Soil pressure factor (Table 5.1) | $C_F$ | 2 |

Table 5.1: Factors $C_F$.

| Type of Structure | Nominal Facing Thickness mm (in.) | Factor $C_F$ |
|---|---|---|
| Temporary | 100 (4) | 2.0 |
| | 150 (6) | 1.5 |
| | 200 (8) | 1.0 |
| Permanent | All | 1.0 |

| | | |
|---|---|---|
| Punching shear correction | Cp | 1 |

**FLEXURAL**

STATIC

| | | | | |
|---|---|---|---|---|
| $R_{FFv}$= | 55.9 kips | F.S. = | 4.5 | > 1.50 = OK |
| $R_{FFh}$= | 40.5 kips | F.S. = | 3.3 | > 1.50 = OK |

SEISMIC

| | | |
|---|---|---|
| F.S. = | #DIV/0! | #DIV/0! |
| F.S. = | #DIV/0! | #DIV/0! |

**REINFORCING RATIO**

| | | |
|---|---|---|
| Horizontal reinforcing, middle | $a_{hm}$ | 0.120 $in^2/ft$ |
| Horizontal reinforcing, nail head | $a_{hn}$ | 0.200 $in^2/ft$ |
| Vertical reinforcing, middle | $a_{vm}$ | 0.120 $in^2/ft$ |
| Vertical reinforcing, nail head | $a_{vn}$ | 0.187 $in^2/ft$ |

| | | |
|---|---|---|
| Minimum Ratio = | 0.253 | percent |
| Maximum Ratio = | 2 | percent |

| | | | | |
|---|---|---|---|---|
| Allowable | | | | |
| $As_{Max}$ = | 0.480 | $in^2/ft$ | | |
| $As_{Min}$ = | 0.061 | $in^2/ft$ | | |
| Actual | | | | |
| $As_{Max}$ = | 0.200 | $in^2/ft$ | OK | [0.83 percent] |
| $As_{Min}$ = | 0.120 | $in^2/ft$ | OK | [0.5 percent] |
| $Rn/Rm_H$ = | 1.7 | | OK | |
| $Rn/Rm_V$ = | 1.56 | | OK | |

**PUNCHING SHEAR**

| | | | | | |
|---|---|---|---|---|---|
| D'c = | 12.00 | in | | | |
| hc = | 4.00 | in | STATIC | | |
| $R_{Fp}$ = | 38.40 | kips | F.S. = | 3.1 | > 1.50 = OK |
| | | | SEISMIC | | |
| | | | F.S. = | #DIV/0! | #DIV/0! |

ACI PUNCHING SHEAR

| | | | | |
|---|---|---|---|---|
| | | STATIC | | |
| Equation 11-37 | 30.4 kips | Nail Load | 12.3 | OK |
| | | SEISMIC | | |
| | 34.7 | Nail Load | 0.0 | OK |

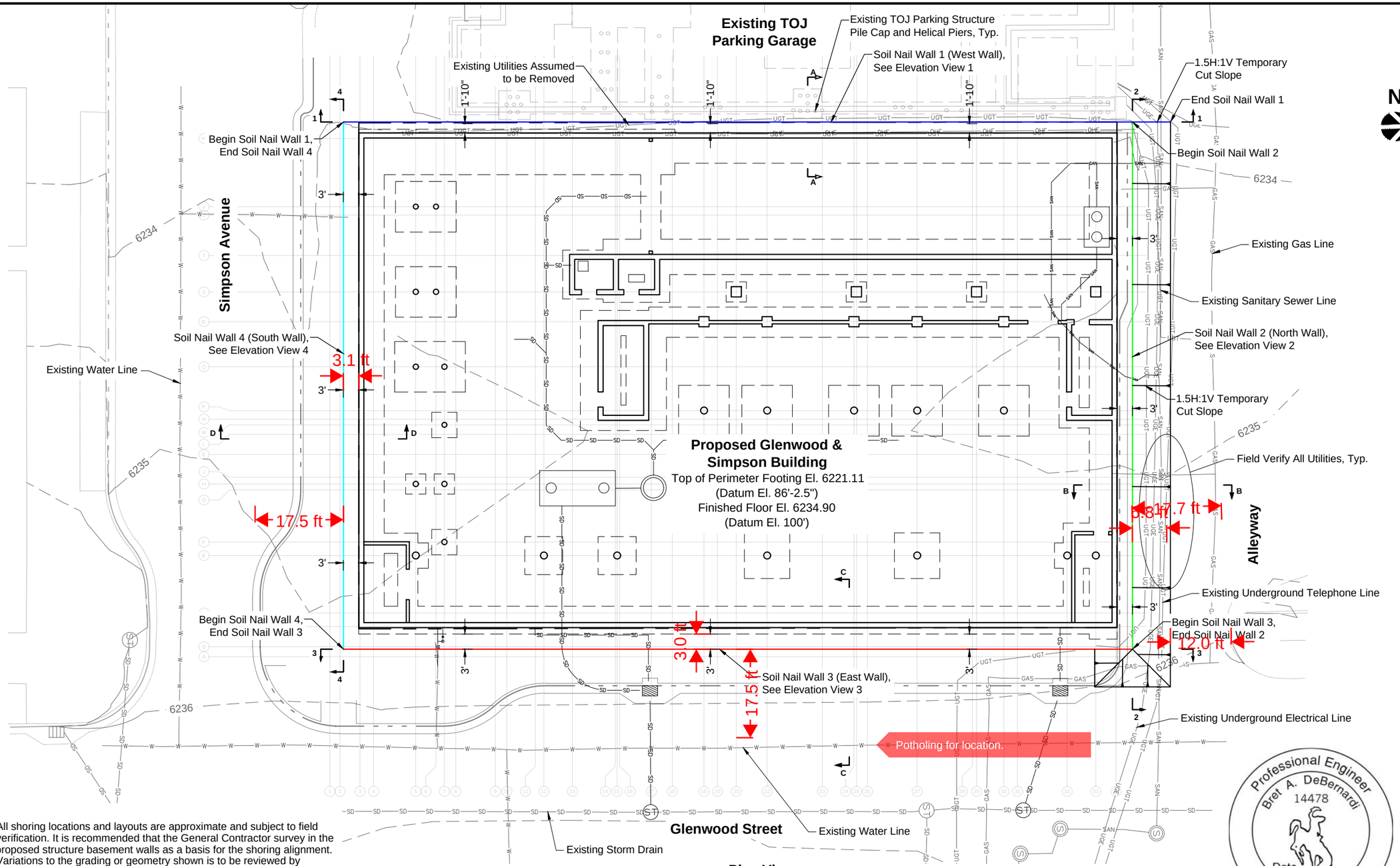
## LRFD Checks

**Facing Flexure**

| | | | | |
|---|---|---|---|---|
| Strength Limit State 1, $\phi_{FF}$ | 0.9 | (Vertical) CDR = | 3.02 | > 1.0 = OK |
| Strength Limit State 1, $\gamma_{FF}$ | 1.35 | (Horizontal) CDR = | 2.19 | > 1.0 = OK |
| Extreme Event Limit State 1, $\phi_{FF}$ | 0.9 | (Vertical) CDR = | #DIV/0! | #DIV/0! |
| Extreme Event Limit State 1, $\gamma_{FF}$ | 1.0 | (Horizontal) CDR = | #DIV/0! | #DIV/0! |

**Punching Shear**

| | | | | |
|---|---|---|---|---|
| Strength Limit State 1, $\phi_{FF}$ | 0.9 | CDR = | 2.08 | > 1.0 = OK |
| Strength Limit State 1, $\gamma_{FF}$ | 1.35 | | | |
| Extreme Event Limit State 1, $\phi_{FF}$ | 0.9 | CDR = | #DIV/0! | #DIV/0! |
| Extreme Event Limit State 1, $\gamma_{FF}$ | 1.0 | | | |




## Plan View

0 20 40

Scale: 1" = 20'

**Notes:**

1) All shoring locations and layouts are approximate and subject to field verification. It is recommended that the General Contractor survey in the proposed structure basement walls as a basis for the shoring alignment. Variations to the grading or geometry shown is to be reviewed by Gordon Geotechnical prior to shoring installation.

2) Existing utilities and facilities to be potholed and located prior to shoring installation. The presence of utilities and other facilities may require modification to the shoring.

Professional Engineer
Bret A. DeBernardi
14478
Date
WYOMING

REFERENCE:
Y2 Consultants, Art's District Development, LLC., Glenwood & Simpson Mixed Use Buildings Permit RESP. Rev.1, Basement Plan C2.2, Project Code/No.: 17429, Dated 01/13/2020

Harger Architects, Y2 Consulting, Engineering System Solutions, Glenwood + Simpson Mixed Use Building, Foundation Plan S100, Dated 01/10/2020

| DATE | DESCRIPTION |
|---|---|
| 05.15.20 | Submitted for Review |

DESIGNED FOR:
G2B Company Inc.
PO Box 3402, Nampa, Idaho

DESIGNED BY:
GORDON GEOTECHNICAL ENGINEERING, INC.
4426 South Century Drive, Ste 100, Salt Lake City, UT 84123
801-327-9600

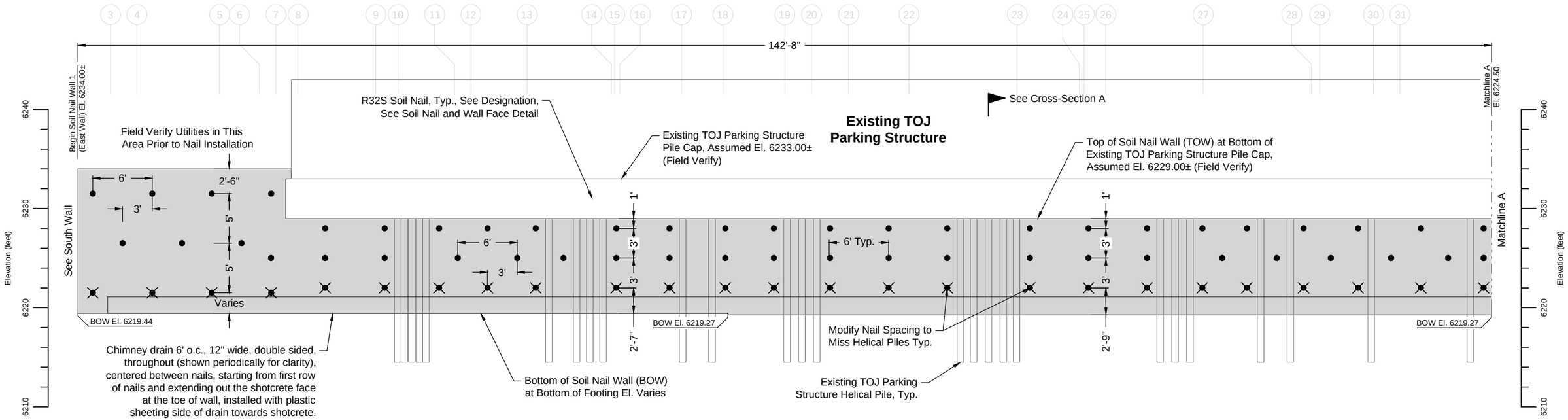
Glenwood & Simpson Mixed Use
175 South Glenwood Street,
Jackson, Wyoming

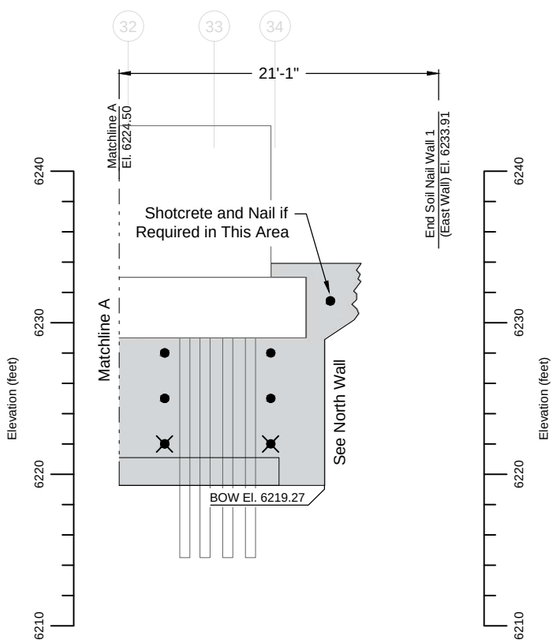
DESIGN BY: BD DRAWN BY: TT CHECKED BY: BD APPROVED BY: BD

Temporary Soil Nail Walls
**Plan View**

G² PROJECT NO.: 223-017-20

SHEET NO.: 1 of 8




| Soil Nail Key | |
|---|---|
| ● | R32S Hollow Bar Soil Nails, 18' Long, Typ. |
| ✕ | R32S Hollow Bar Soil Nails, 13' Long, Typ. |

## Elevation View 1 (West Wall)

0 10 20

Scale: 1" = 10'

Approximately 1,051 Square Face Feet of Soil Nail Wall 1 (West Wall) Installed

Note: Nail layout is approximate subject to field verification, typical horizontal spacing is 6' on center., however up to 8' may be used to span zones of numerous helical piers. The use of 8' horizontal spacing should be minimized.

*** The record drawings indicate that the east wall of the parking structure is supported on helical piers. The layout shown is based on the drawings, however there are no as-builts or deferred submittal indicating layout or installation depth. It has been assumed that the piers have been installed to depth below the base of the excavation and will not impose loading on the shoring.**

Screw Nails

Need the verifiable signature.

REFERENCE:

| DATE | DESCRIPTION |
|---|---|
| 05.15.20 | Submitted for Review |

DESIGNED FOR:
G2B Company Inc.
PO Box 3402, Nampa, Idaho

DESIGNED BY:
GORDON GEOTECHNICAL ENGINEERING, INC.
4426 South Century Drive, Ste 100, Salt Lake City, UT 84123
801-327-9600

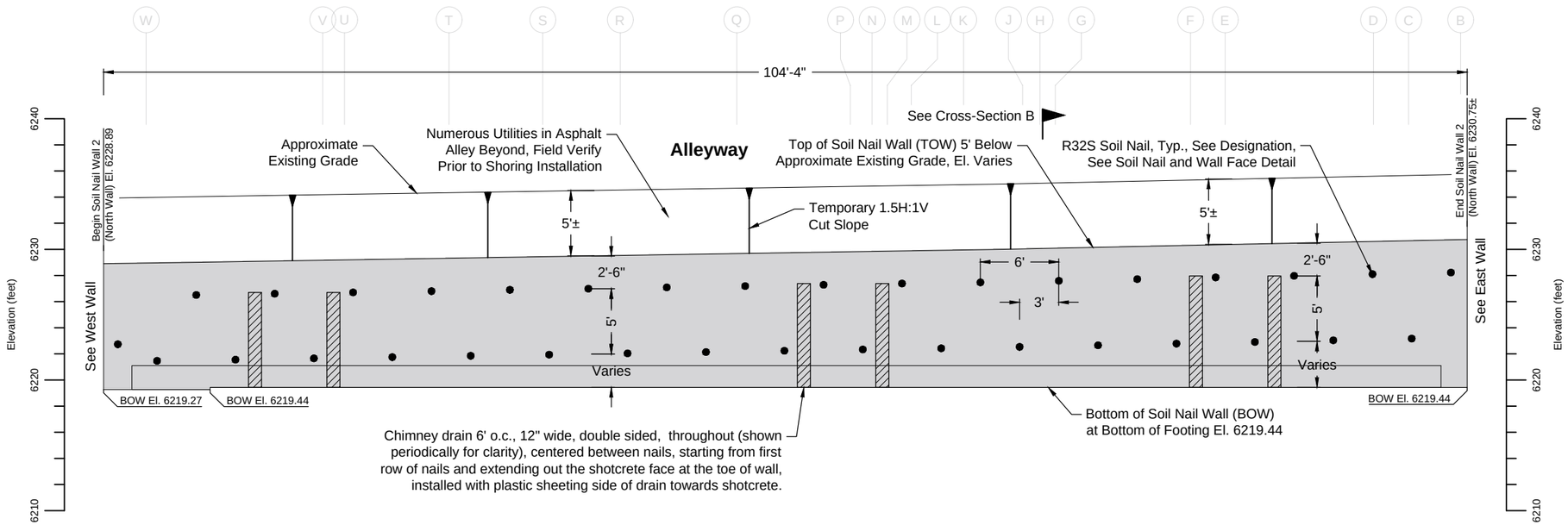
Glenwood & Simpson Mixed Use
175 South Glenwood Street,
Jackson, Wyoming

DESIGN BY: **BD** DRAWN BY: **TT** CHECKED BY: **BD** APPROVED BY: **BD**

Temporary Soil Nail Walls
**Elevation View 1 (West Wall)**

G² PROJECT NO.: **223-017-20**

SHEET NO.: **2 of 8**

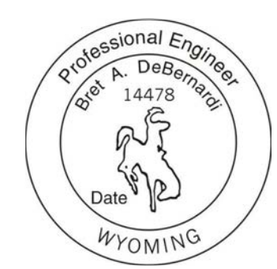



| Soil Nail Key |
|---|
| ● R32S Hollow Bar Soil Nails, 18' Long, Typ. |

**Elevation View 2**
**(North Wall)**

0 10 20
Scale: 1" = 10'

Approximately 1,086 Square Face Feet of Soil Nail Wall 2 (North Wall) Installed




REFERENCE:

| DATE | DESCRIPTION |
|---|---|
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G2B Company Inc.
PO Box 3402, Nampa, Idaho

DESIGNED BY:
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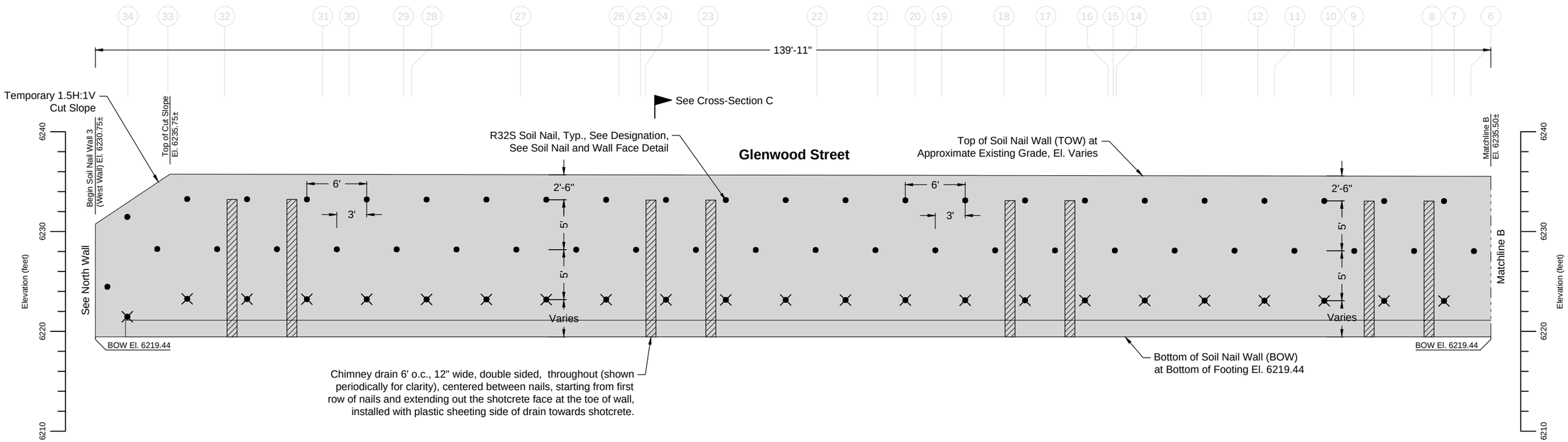
4426 South Century Drive, Ste 100, Salt Lake City, UT 84123
801-327-9600

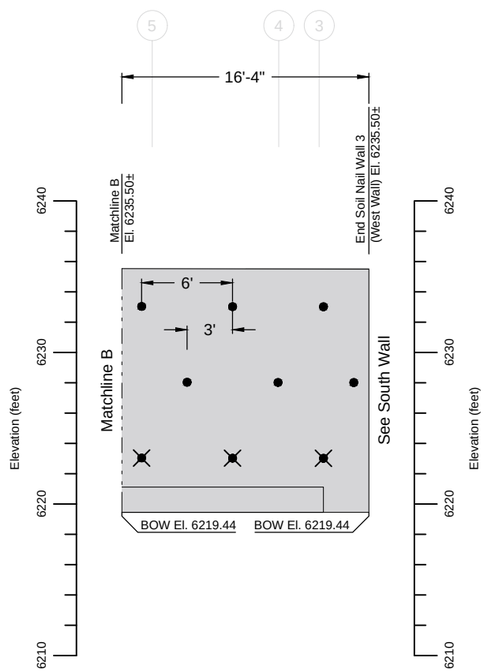
Glenwood & Simpson Mixed Use
175 South Glenwood Street,
Jackson, Wyoming

DESIGN BY: **BD** DRAWN BY: **TT** CHECKED BY: **BD** APPROVED BY: **BD**

Temporary Soil Nail Walls
**Elevation View 2 (North Wall)**

G² PROJECT NO.: **223-017-20**
SHEET NO.: **3 of 8**



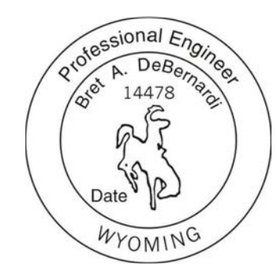

| Soil Nail Key | |
|---|---|
| ● | R32S Hollow Bar Soil Nails, 18' Long, Typ. |
| ✕ | R32S Hollow Bar Soil Nails, 13' Long, Typ. |

**Elevation View 3 (East Wall)**

0 10 20

Scale: 1" = 10'

Approximately 2,510 Square Face Feet of Soil Nail Wall 3 (East Wall) Installed

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PO Box 3402, Nampa, Idaho

DESIGNED BY:

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4426 South Century Drive, Ste 100, Salt Lake City, UT 84123
801-327-9600

Glenwood & Simpson Mixed Use
175 South Glenwood Street,
Jackson, Wyoming

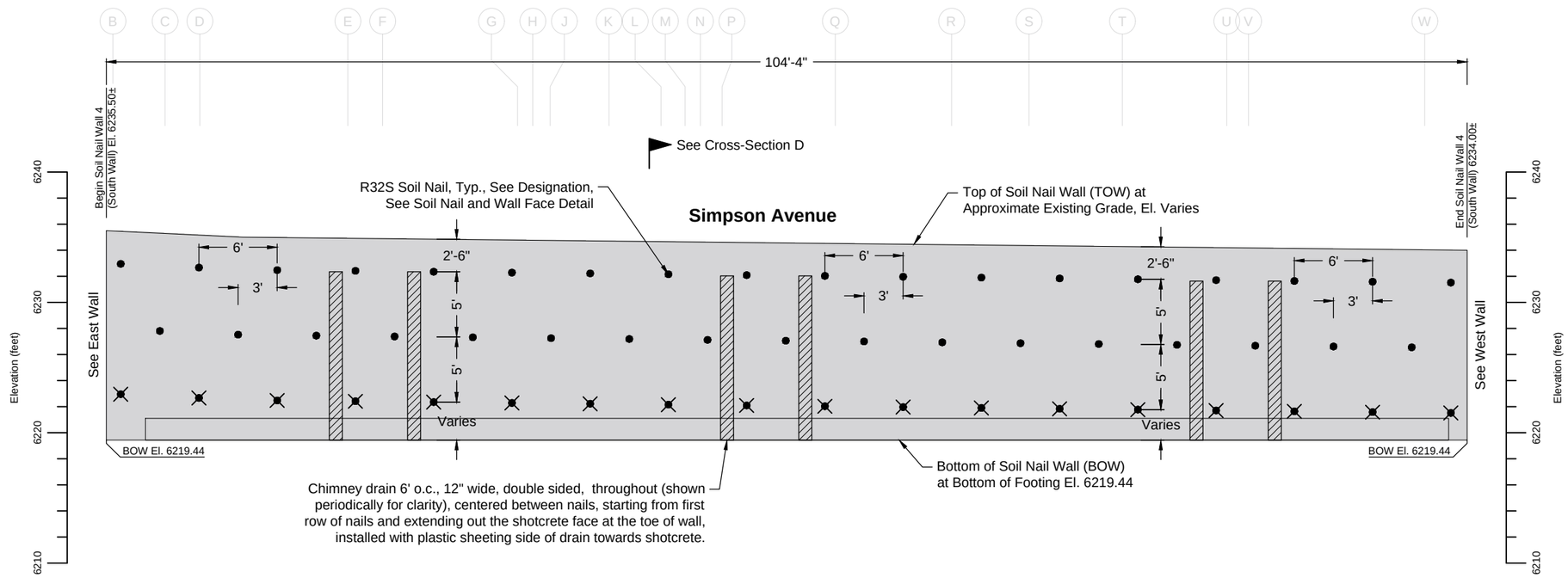
DESIGN BY: **BD** DRAWN BY: **TT** CHECKED BY: **BD** APPROVED BY: **BD**

Temporary Soil Nail Walls

**Elevation View 3 (East Wall)**

G² PROJECT NO.: **223-017-20**

SHEET NO.: **4 of 8**



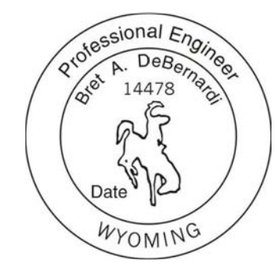

| Soil Nail Key | |
|---|---|
| ● | R32S Hollow Bar Soil Nails, 18' Long, Typ. |
| ✕ | R32S Hollow Bar Soil Nails, 13' Long, Typ. |

**Elevation View 4 (South Wall)**

0 10 20

Scale: 1" = 10'

Approximately 1,580 Square Face Feet of Soil Nail Wall 4 (South Wall) Installed




REFERENCE:

| DATE | DESCRIPTION |
|---|---|
| 05.15.20 | Submitted for Review |

DESIGNED FOR:

G2B Company Inc.
PO Box 3402, Nampa, Idaho

DESIGNED BY:

GORDON GEOTECHNICAL ENGINEERING, INC.
4426 South Century Drive, Ste 100, Salt Lake City, UT 84123
801-327-9600

Glenwood & Simpson Mixed Use
175 South Glenwood Street,
Jackson, Wyoming

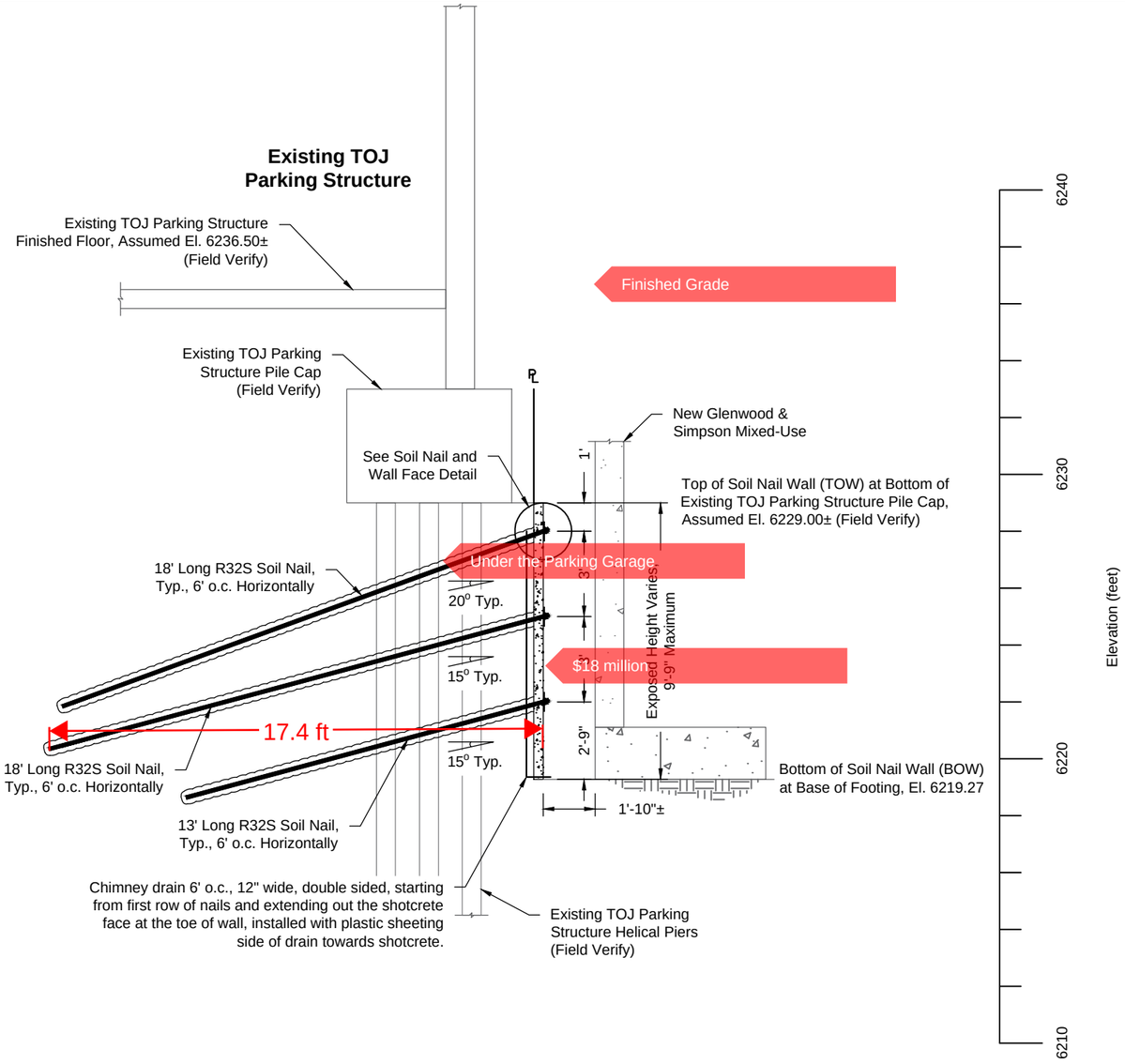
DESIGN BY: **BD** DRAWN BY: **TT** CHECKED BY: **BD** APPROVED BY: **BD**

Temporary Soil Nail Walls

**Elevation View 4 (South Wall)**

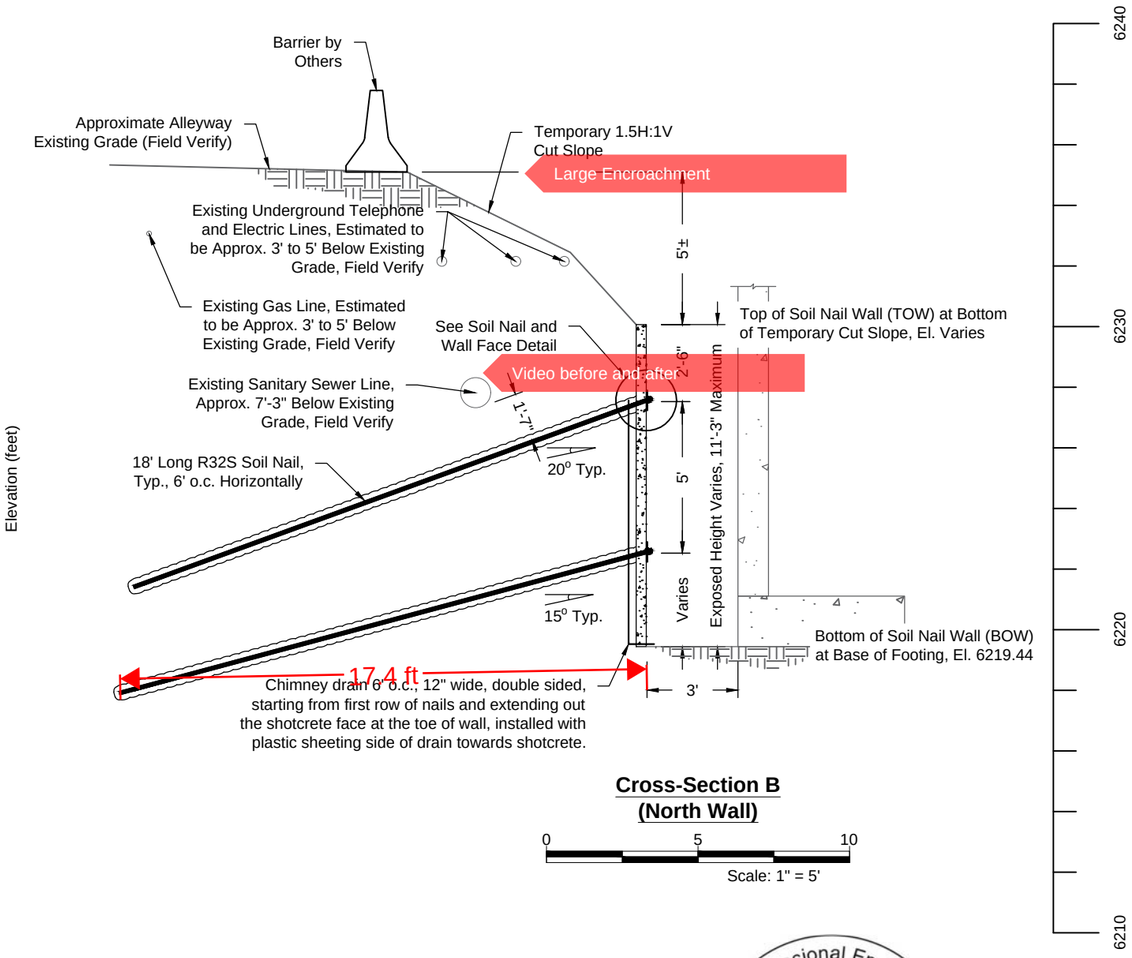
G² PROJECT NO.: **223-017-20**

SHEET NO.: **5 of 8**



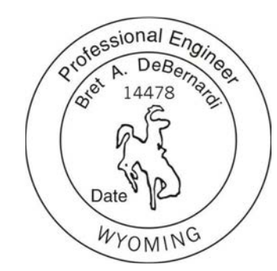

**Cross-Section A**
**(West Wall)**

0 5 10
Scale: 1" = 5'




**Cross-Section B**
**(North Wall)**

0 5 10
Scale: 1" = 5'

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G2B Company Inc.
PO Box 3402, Nampa, Idaho

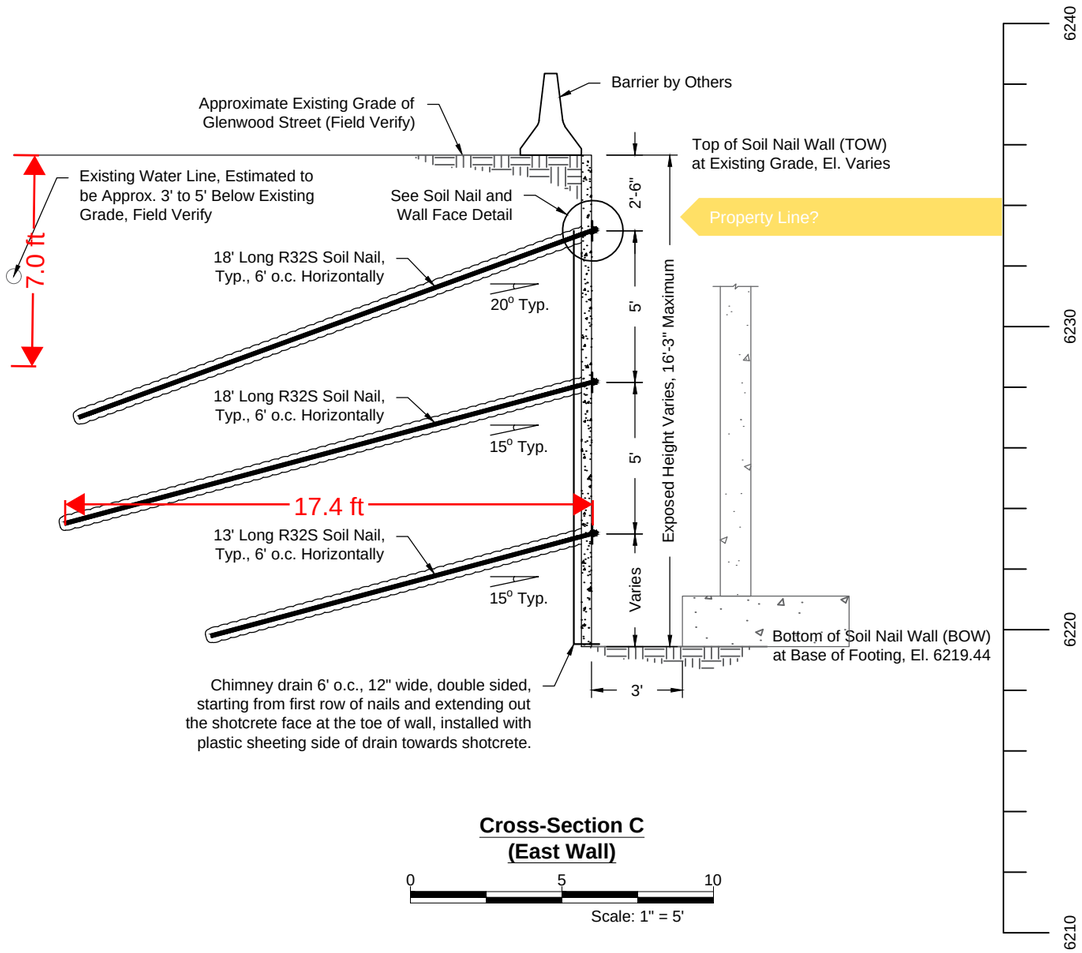
DESIGNED BY:
GORDON GEOTECHNICAL ENGINEERING, INC.
4426 South Century Drive, Ste 100, Salt Lake City, UT 84123
801-327-9600

Glenwood & Simpson Mixed Use
175 South Glenwood Street,
Jackson, Wyoming

DESIGN BY: **BD** DRAWN BY: **TT** CHECKED BY: **BD** APPROVED BY: **BD**

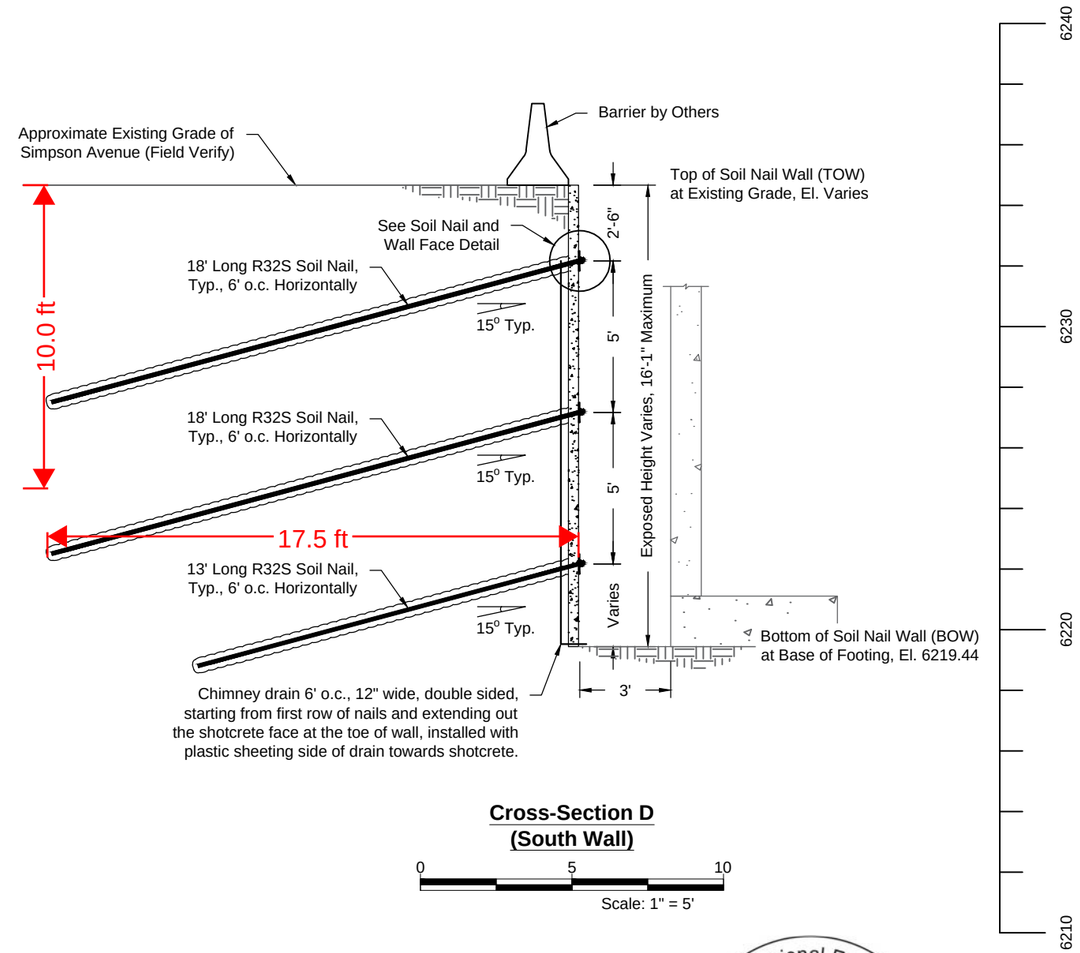
Temporary Soil Nail Walls
**Cross-Section A (West Wall) and Cross-Section B (North Wall)**

G² PROJECT NO.: **223-017-20**
SHEET NO.: **6 of 8**



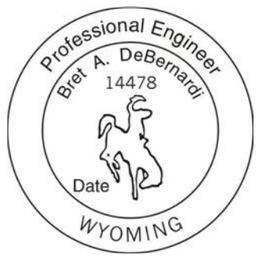

**Cross-Section C**
**(East Wall)**

0 5 10
Scale: 1" = 5'




**Cross-Section D**
**(South Wall)**

0 5 10
Scale: 1" = 5'




REFERENCE:

| DATE | DESCRIPTION |
|---|---|
| 05.15.20 | Submitted for Review |

DESIGNED FOR:
G2B Company Inc.
PO Box 3402, Nampa, Idaho

DESIGNED BY:
GORDON GEOTECHNICAL ENGINEERING, INC.
4426 South Century Drive, Ste 100, Salt Lake City, UT 84123
801-327-9600

Glenwood & Simpson Mixed Use
175 South Glenwood Street,
Jackson, Wyoming

DESIGN BY: **BD** DRAWN BY: **TT** CHECKED BY: **BD** APPROVED BY: **BD**

Temporary Soil Nail Walls
**Cross-Section C (East Wall) and Cross-Section D (South Wall)**

G² PROJECT NO.: **223-017-20**
SHEET NO.: **7 of 8**

# General Notes

## Introduction

1. Preliminary shoring layout and design are based upon the following documents and information:

   a. Project Drawings entitled "Record Set, Town of Jackson Parking Garage, 160 South Millward Street, Jackson, Wyoming Bid Documents," by Highland Associates, dated March 30, 2007.

   b. Project Drawings entitled "Glenwood + Simpson Mixed Use Building (Phase II of the Millward + Simpson PMD)," by Harger Architects, dated January 10, 2020 (Permit Review Response Set).

   c. "Geotechnical Review, Lot at Simpson and Glenwood, Jackson, Wyoming," by Womack & Associates, Inc., dated June 30, 2008.

   d. General shoring arrangement by Contractor.

2. The soil nail walls are to be installed to the approximate lines and grades indicated in these drawings subject to field verification. Layout and limits of the walls to be determined in the field by General Contractor in keeping with the intent and overall objectives of these plans. It is recommended that the new footings be surveyed in to provide the basis for the shoring layout. Utilities and existing parking structure footings to be potholed and field verified prior to soil nail wall installation. Gordon Geotechnical Engineering Inc. ($G^2$) to be notified immediately of potential conflicts with the shoring layout as shown. $G^2$ assumes no responsibility for damage to utilities or other structures. Shoring location and geometry is approximate, subject to field verification.

3. Contractor is responsible for construction of the shoring as detailed on these plans. Variations from the layouts and details as shown hereon may not be made except with the express written consent of the design engineer ($G^2$). Changes made in the field made without this consent shall be done solely at the risk of the contractor. Conflicts between these plans and the general project plans to be resolved by Gordon Geotechnical Engineering Inc., whose decision shall be final. No warranty is expressed or implied, only that these designs were prepared in general accordance with design principles in use at the time this work was performed.

## Soil Nail Wall Materials

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

2. Grout for soil nails to be Portland Cement Type I-II with a 28-day compressive strength of 3,000 psi. Mix to occur on-site and shall have the lowest practical water content for pumping (water to cement ratio of 0.4 to 0.5). Mix and installation to conform to all applicable ACI specifications.

3. All plate steel to be A36 mild steel or better, and shall be detailed according to AISC Standards.

4. Shotcrete layers for facing shall consist of an approved, pumpable mix having a 28 day strength of 4000 psi using Type I-II Portland Cement. Shotcrete shall be mixed and placed in accordance with applicable ACI specifications.

5. Welded Wire Mesh to conform to ASTM A 82 and A 185. Minimum wire mesh overlap is 12 inches.

6. Rebar to have a yield strength of 60 ksi. Minimum No. 4 rebar overlap is 37 inches.

## Soil Nail Wall Installation

1. The face of the excavation shall be cut to within 1'-2' of the lines and grades as shown on these drawings for nail installation. After successful nail installation, the face may cut to the lines and grade shown on the plans and immediately shotcreted to the base of excavation. If excessive spalling or sluffing of soil from the face occurs during anchor installation, a flash coat of shotcrete shall be immediately sprayed to the base of the excavation immediately after the excavation is performed or the shotcrete lifts can be reduced. If site soils are sufficiently stable, the excavation may be cut to the lines and grades shown. Alternatively, "splines" or micropiles using #4 bar on 18" centers may be utilized to provide additional face stability. $G^2$ is to be contacted immediately if face stability problems occur to provide site specific recommendations.

2. Allowable tolerances for nail and shotcrete placement shall be:

   Nail Position: +/- 6 inches in any direction.
   Nail Length: no less than length shown.
   Nail Inclination: +/- 2 degrees.
   Shotcrete thickness (where applicable): no less than shown.
   Nail Horizontal Splay Angle: +/- 0 to 10 degrees.

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

4. 4-inch thick shotcrete to be placed.

5. Excavation shall not extend more than 2 feet below the soil nail level until nail grout and shotcrete have been in place for two days. Vertical lifts shall not exceed 6 feet.

## Soil Nail Testing

1. Sacrificial Verification Nails: Four verification nails shall be installed at the site, preferably one on each of the four walls between the first and second row of nails. The verification test nails shall utilize the same installation methods as the production nails. The verification test nails shall be 15 feet in length with the outer 5 feet unbonded. Nail testing shall occur after the grout has set for 3 days. Contractor to utilize jack and pressure gauge calibrated within one year. Design load (DL) can be computed by multiplying the actual installed bond length by a working adhesion of 2.67 kips per lineal foot in soils (i.e. for 10' bond, DL = 10' x 2.67 kips/ft = 27 kips). Additional verification nails, may be required at the discretion of the design engineer based upon different soil conditions or test results.

   The load increments and load sequence shall be:

   Seating load (2%-4% DL), 25% DL, 50% DL, 75% DL, 100% DL, 150% DL, with a Creep Test. Each incremental load up shall be held until stable with the deflection recorded. At 150% DL, a 10 minute creep test shall be performed with deflection measurements taken at 1, 3, 5, 6, 8, and 10 minutes. If the creep rate (movement between 1 and 10 minute readings) is less than or equal to 0.04 inches, the nail is considered acceptable. If creep movement exceeds 0.04 inches, the nail shall be held for an additional 50 minutes with readings taken at 20, 30, 40 and 60 minutes. If creep movement taken over a log cycle of time (movement between 6 and 60 minute readings) is less than 0.08 inches, the nail is considered acceptable. After creep test, the nail shall be further tested in increments of 25% DL to failure. Maximum load shall not exceed 56 kips for R32S bar. All test results shall be forwarded to $G^2$ for review.

   Verification testing will determine if the nails achieve the assumed design adhesion. If nails do not achieve necessary values, the nails may need to be lengthened, utilize larger bits, or other modifications as determined by the contractor and wall designer.

2. Proof Testing: A minimum of 5 percent of the production soil nails to be prooftested to 150% of the design load. The nails to be randomly placed throughout the wall. Nail length of nails shall be according to the appropriate production lengths indicated on the elevation view. All test nails shall utilize a 5 foot long PVC bondbreaker at the top of the shotcrete to extend the bar through the shotcrete. Cribbing to support the reaction plate and jack will be required. Nail testing shall occur after the grout has set for 3 days. Contractor to utilize jack and pressure gauge calibrated within one year. Design load (DL) can be computed by multiplying the actual installed bond length by a working adhesion of 2.67 kips per lineal foot in soils (i.e. for 10' bond, DL = 10' x 2.67 kips/ft = 27 kips). Additional verification nails, may be required at the discretion of the design engineer based upon different soil conditions or test results.

   The load increments and load sequence shall be:

   Seating load (2%-4% DL), 25% DL, 50% DL, 75% DL, 100% DL, 150% DL, with a Creep Test. Each incremental load up shall be held until stable with the deflection recorded. At 150% DL, a 10 minute creep test shall be performed with deflection measurements taken at 1, 3, 5, 6, 8, and 10 minutes. If the creep rate (movement between 1 and 10 minute readings) is less than or equal to 0.04 inches, the nail is considered acceptable. If creep movement exceeds 0.04 inches, the nail shall be held for an additional 50 minutes with readings taken at 20, 30, 40 and 60 minutes. If creep movement taken over a log cycle of time (movement between 6 and 60 minute readings) is less than 0.08 inches, the nail is considered acceptable. Maximum load shall not exceed 56 kips for R32S bar. All test results shall be forwarded to $G^2$ for review. Nails not meeting this criteria shall be reviewed on a case by case basis.

## Other

1. Projected movements are approximately 0.5" to 1" laterally and vertically. Actual movements will vary based upon installation techniques, soil consistency, etc.

2. Fall protection on top of shoring and slopes to be provided by others.

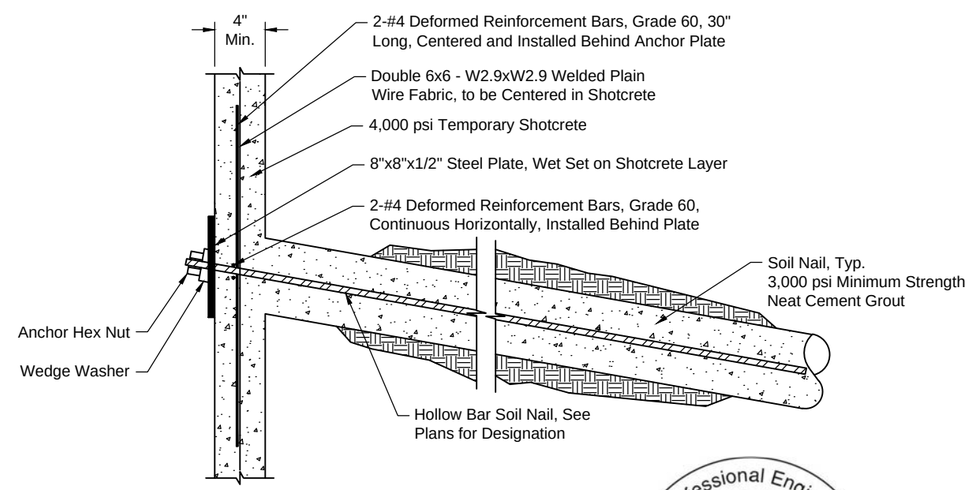
3. The site soils are anticipated to consist of gravels and cobbles with sand, silt and clay. The following average parameters have been assumed in the design:

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

   No groundwater was included in the design. If groundwater is encountered or soils other than those assumed are encountered during mass excavation, $G^2$ is to be notified immediately to review the design. Additional nails or further modifications to the shoring may be required.

4. The record set of drawings for the existing parking structure indicate that the easternmost part of the building is supported upon helical piers. No other deferred submittal was noted. The helical pier layout shown on theses drawings was taken from the record set of drawings and was assumed to be accurate. With the relatively small shoring height in the area, it is assumed that the helical piers extend to depth and support the building. No parking structure foundation loads have been included in the design.

How accu




**Soil Nail and Wall Face Detail**
Not to Scale

REFERENCE:

| DATE | DESCRIPTION |
|---|---|
| 05.15.20 | Submitted for Review |

DESIGNED FOR:
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PO Box 3402, Nampa, Idaho

DESIGNED BY:
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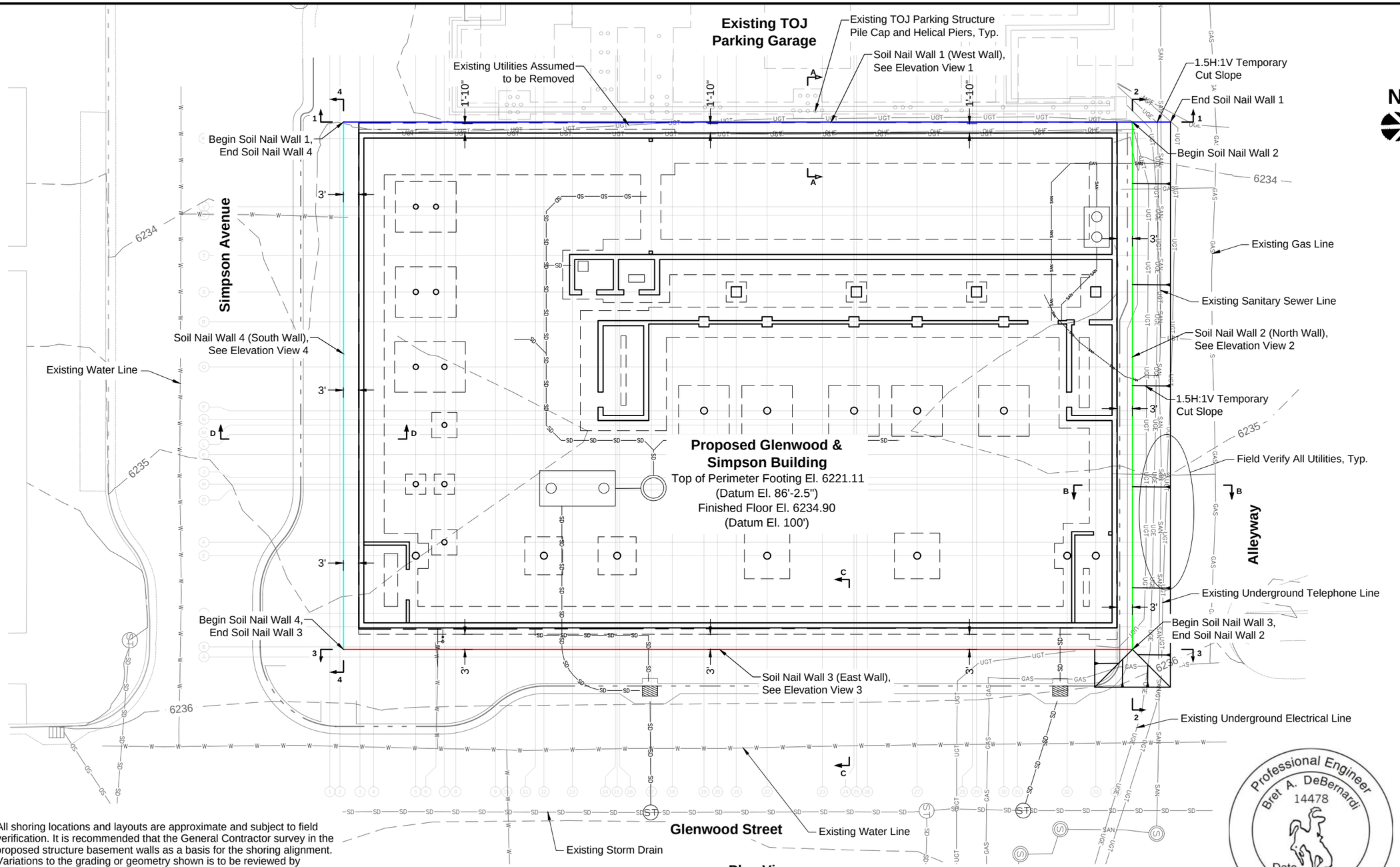
4426 South Century Drive, Ste 100, Salt Lake City, UT 84123
801-327-9600

Glenwood & Simpson Mixed Use
175 South Glenwood Street,
Jackson, Wyoming

DESIGN BY: **BD** DRAWN BY: **TT** CHECKED BY: **BD** APPROVED BY: **BD**

Temporary Soil Nail Walls
**General Notes and Detail**

$G^2$ PROJECT NO.: **223-017-20**
SHEET NO.: **8 of 8**




**Notes:**

1) All shoring locations and layouts are approximate and subject to field verification. It is recommended that the General Contractor survey in the proposed structure basement walls as a basis for the shoring alignment. Variations to the grading or geometry shown is to be reviewed by Gordon Geotechnical prior to shoring installation.

2) Existing utilities and facilities to be potholed and located prior to shoring installation. The presence of utilities and other facilities may require modification to the shoring.

**Plan View**

0 20 40

Scale: 1" = 20'

Professional Engineer
Bret A. DeBernardi
14478
Date
WYOMING

REFERENCE:
Y2 Consultants, Art's District Development, LLC., Glenwood & Simpson Mixed Use Buildings Permit RESP. Rev.1, Basement Plan C2.2, Project Code/No.: 17429, Dated 01/13/2020

Harger Architects, Y2 Consulting, Engineering System Solutions, Glenwood + Simpson Mixed Use Building, Foundation Plan S100, Dated 01/10/2020

| DATE | DESCRIPTION |
|---|---|
| 05.15.20 | Submitted for Review |

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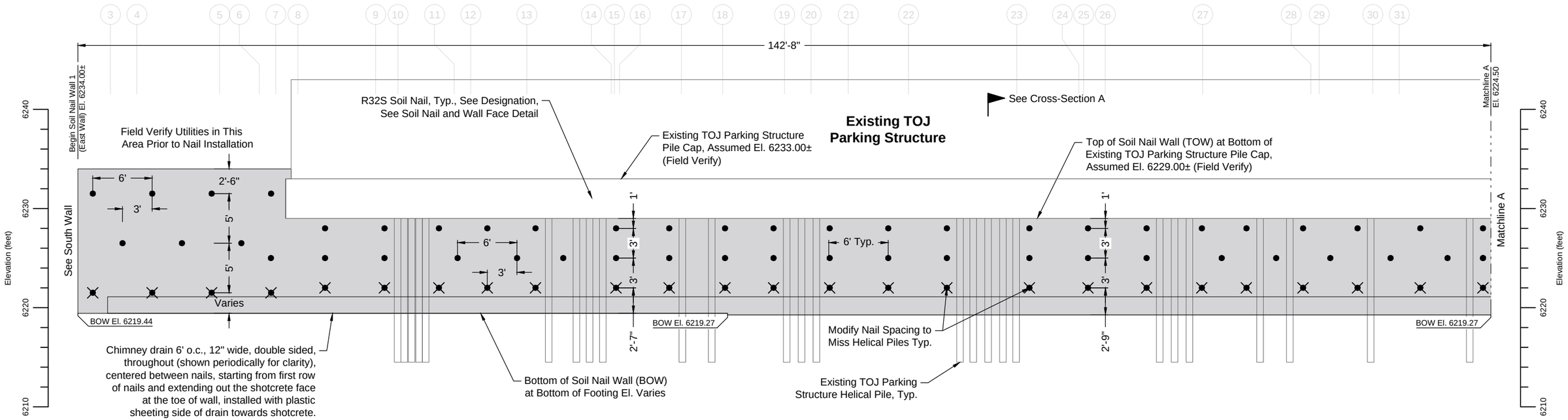
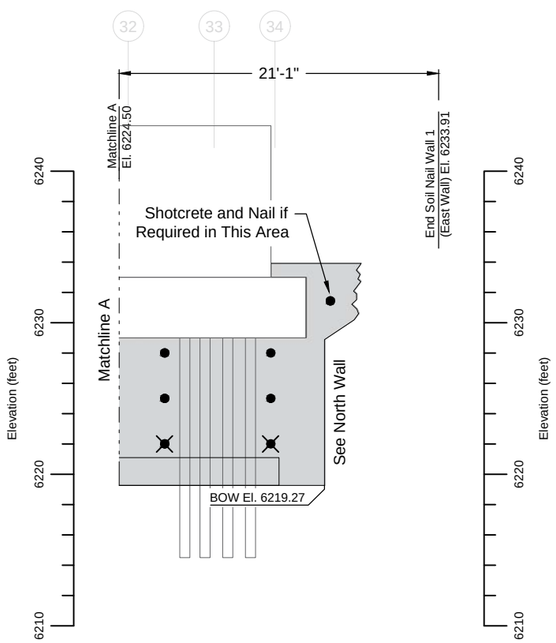
Temporary Soil Nail Walls
**Plan View**

G² PROJECT NO.: **223-017-20**

SHEET NO.: **1 of 8**




| Soil Nail Key | |
|---|---|
| ● | R32S Hollow Bar Soil Nails, 18' Long, Typ. |
| ✕ | R32S Hollow Bar Soil Nails, 13' Long, Typ. |

## Elevation View 1 (West Wall)

0 10 20

Scale: 1" = 10'

Approximately 1,051 Square Face Feet of Soil Nail Wall 1 (West Wall) Installed

Note: Nail layout is approximate subject to field verification, typical horizontal spacing is 6' on center., however up to 8' may be used to span zones of numerous helical piers. The use of 8' horizontal spacing should be minimized.

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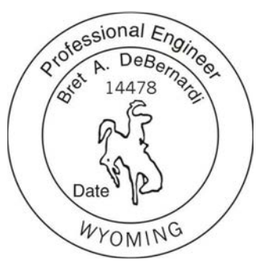


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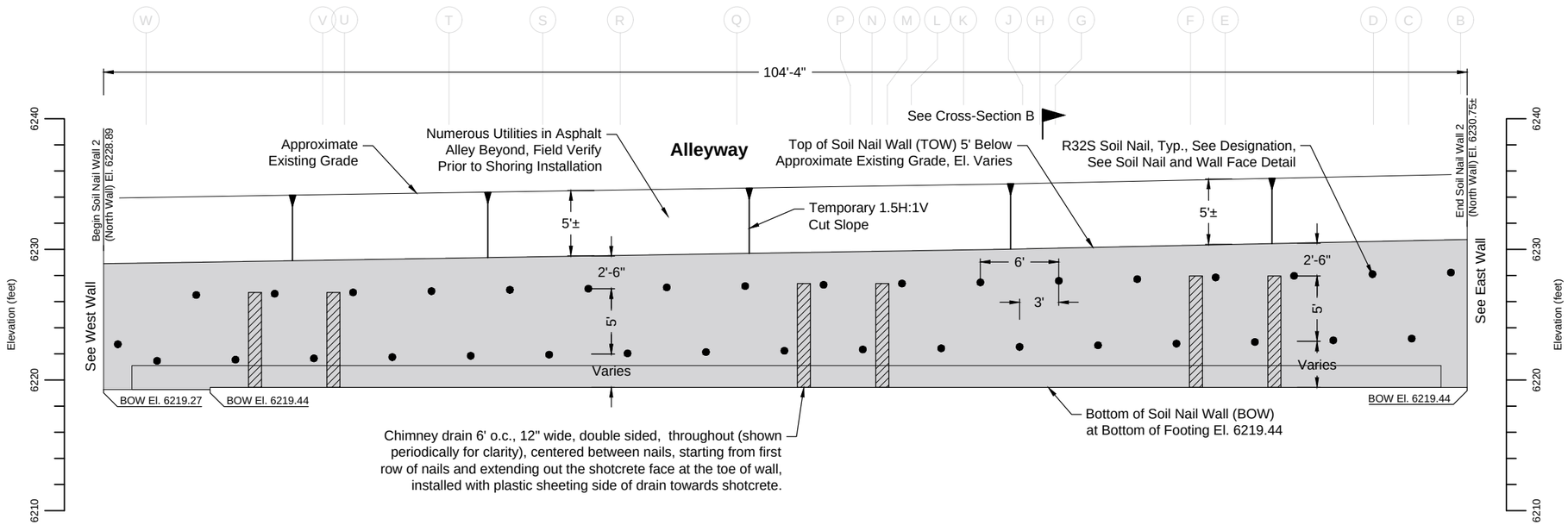
175 South Glenwood Street,
Jackson, Wyoming

DESIGN BY: **BD** DRAWN BY: **TT** CHECKED BY: **BD** APPROVED BY: **BD**

Temporary Soil Nail Walls
**Elevation View 1 (West Wall)**

G² PROJECT NO.: **223-017-20**

SHEET NO.: **2 of 8**

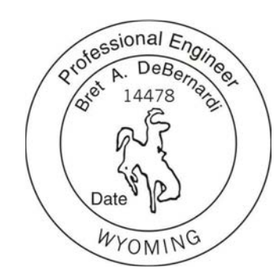



| Soil Nail Key |
|---|
| ● R32S Hollow Bar Soil Nails, 18' Long, Typ. |

**Elevation View 2**
**(North Wall)**

0 10 20
Scale: 1" = 10'

Approximately 1,086 Square Face Feet of Soil Nail Wall 2 (North Wall) Installed




REFERENCE:

| DATE | DESCRIPTION |
|---|---|
| 05.15.20 | Submitted for Review |

DESIGNED FOR:
G2B Company Inc.
PO Box 3402, Nampa, Idaho

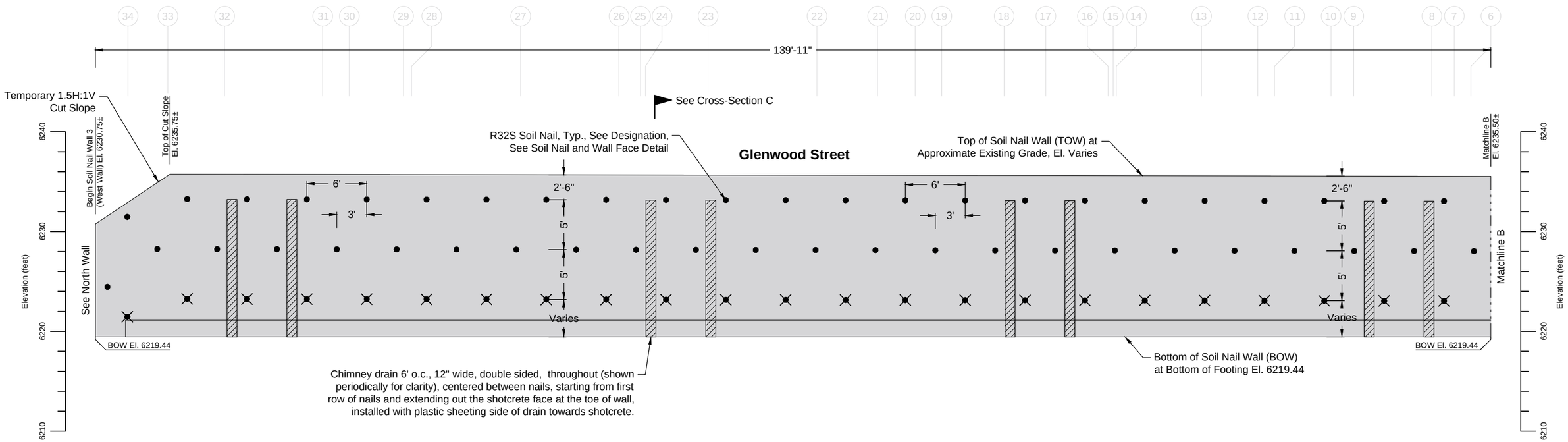
DESIGNED BY:
GORDON GEOTECHNICAL ENGINEERING, INC.
4426 South Century Drive, Ste 100, Salt Lake City, UT 84123
801-327-9600

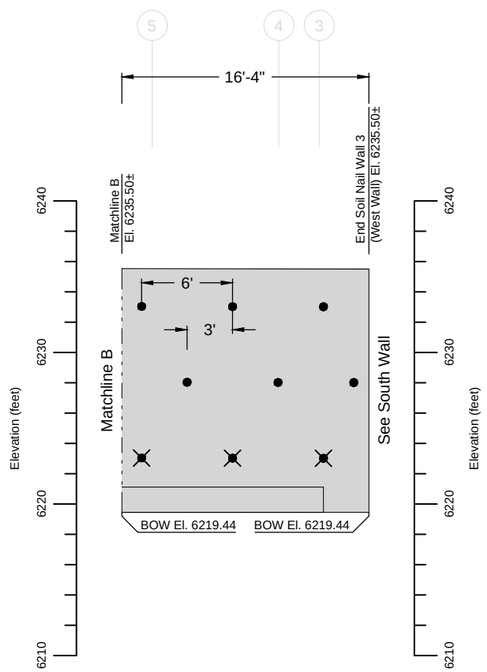
Glenwood & Simpson Mixed Use
175 South Glenwood Street,
Jackson, Wyoming

DESIGN BY: **BD** DRAWN BY: **TT** CHECKED BY: **BD** APPROVED BY: **BD**

Temporary Soil Nail Walls
**Elevation View 2 (North Wall)**

G² PROJECT NO.: **223-017-20**
SHEET NO.: **3 of 8**



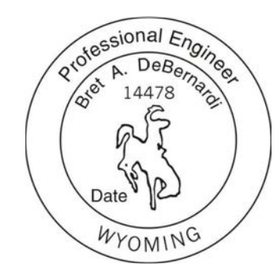

| Soil Nail Key | |
|---|---|
| ● | R32S Hollow Bar Soil Nails, 18' Long, Typ. |
| ✕ | R32S Hollow Bar Soil Nails, 13' Long, Typ. |

**Elevation View 3 (East Wall)**

0 10 20

Scale: 1" = 10'

Approximately 2,510 Square Face Feet of Soil Nail Wall 3 (East Wall) Installed

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| 05.15.20 | Submitted for Review |

DESIGNED FOR:

G2B Company Inc.
PO Box 3402, Nampa, Idaho

DESIGNED BY:

GORDON GEOTECHNICAL ENGINEERING, INC.
4426 South Century Drive, Ste 100, Salt Lake City, UT 84123
801-327-9600

Glenwood & Simpson Mixed Use
175 South Glenwood Street,
Jackson, Wyoming

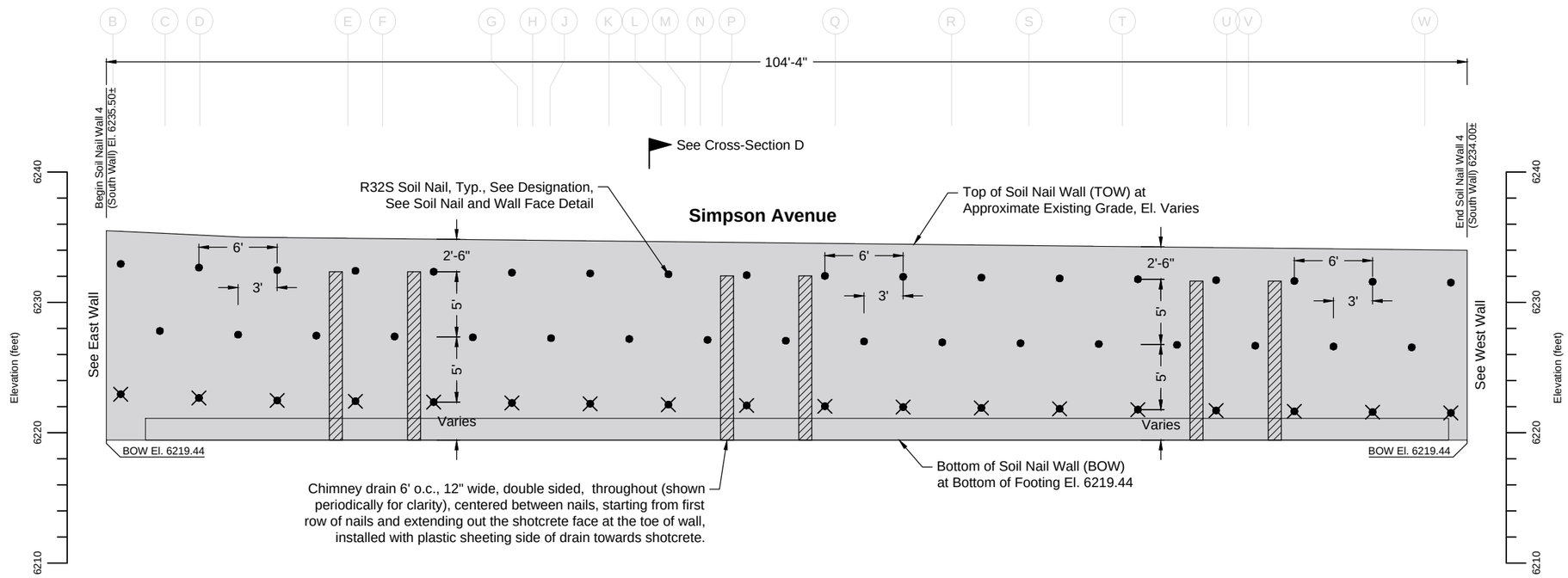
DESIGN BY: **BD** DRAWN BY: **TT** CHECKED BY: **BD** APPROVED BY: **BD**

Temporary Soil Nail Walls

**Elevation View 3 (East Wall)**

G² PROJECT NO.: **223-017-20**

SHEET NO.: **4 of 8**



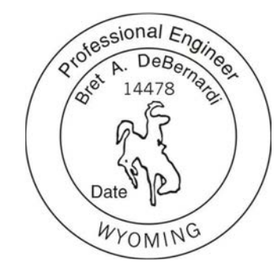

| Soil Nail Key | |
|---|---|
| ● | R32S Hollow Bar Soil Nails, 18' Long, Typ. |
| ✕ | R32S Hollow Bar Soil Nails, 13' Long, Typ. |

**Elevation View 4 (South Wall)**

0 10 20

Scale: 1" = 10'

Approximately 1,580 Square Face Feet of Soil Nail Wall 4 (South Wall) Installed




REFERENCE:

| DATE | DESCRIPTION |
|---|---|
| 05.15.20 | Submitted for Review |

DESIGNED FOR:

G2B Company Inc.
PO Box 3402, Nampa, Idaho

DESIGNED BY:

GORDON GEOTECHNICAL ENGINEERING, INC.
4426 South Century Drive, Ste 100, Salt Lake City, UT 84123
801-327-9600

Glenwood & Simpson Mixed Use
175 South Glenwood Street,
Jackson, Wyoming

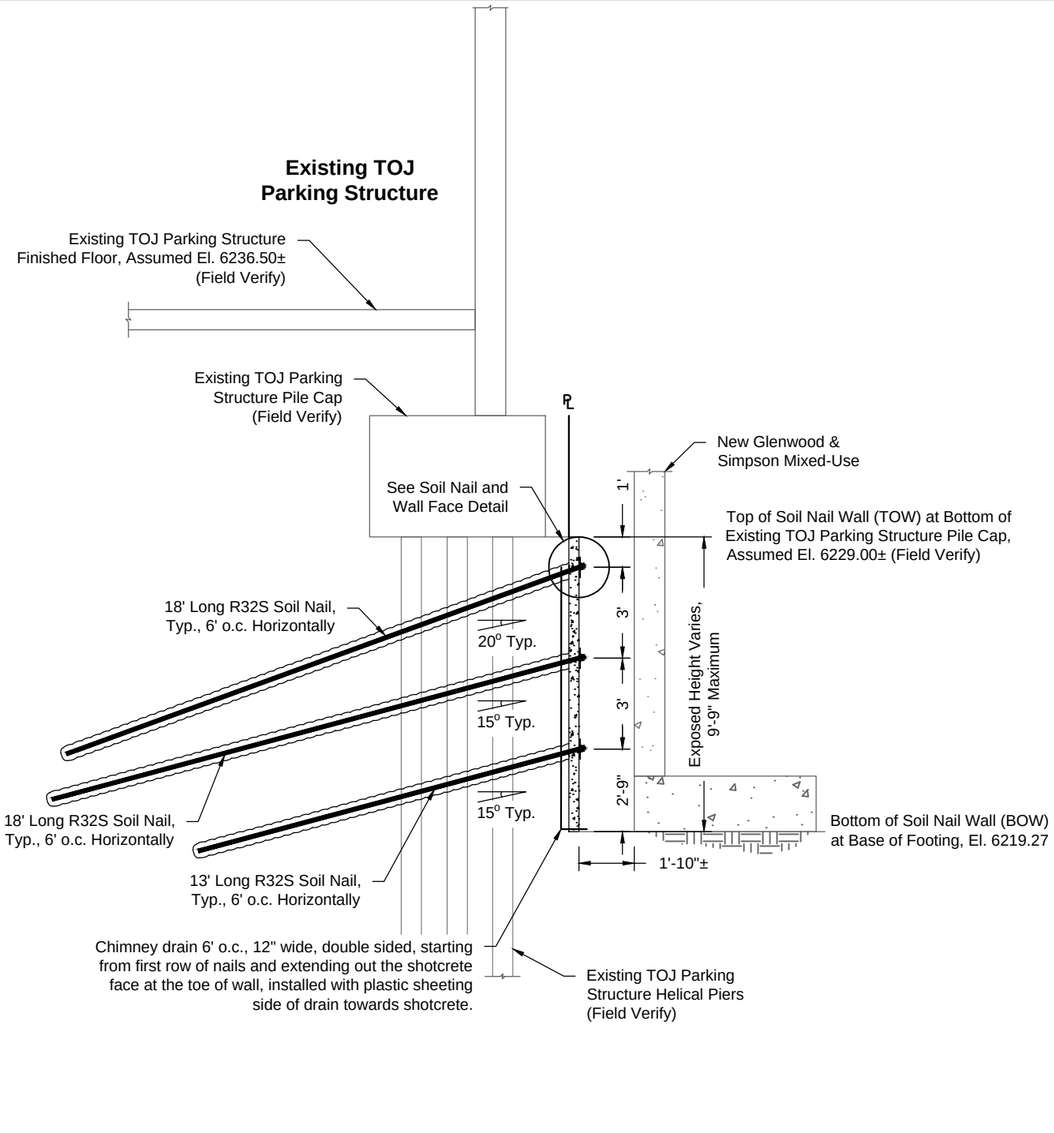
DESIGN BY: **BD** DRAWN BY: **TT** CHECKED BY: **BD** APPROVED BY: **BD**

Temporary Soil Nail Walls

**Elevation View 4 (South Wall)**

G² PROJECT NO.: **223-017-20**

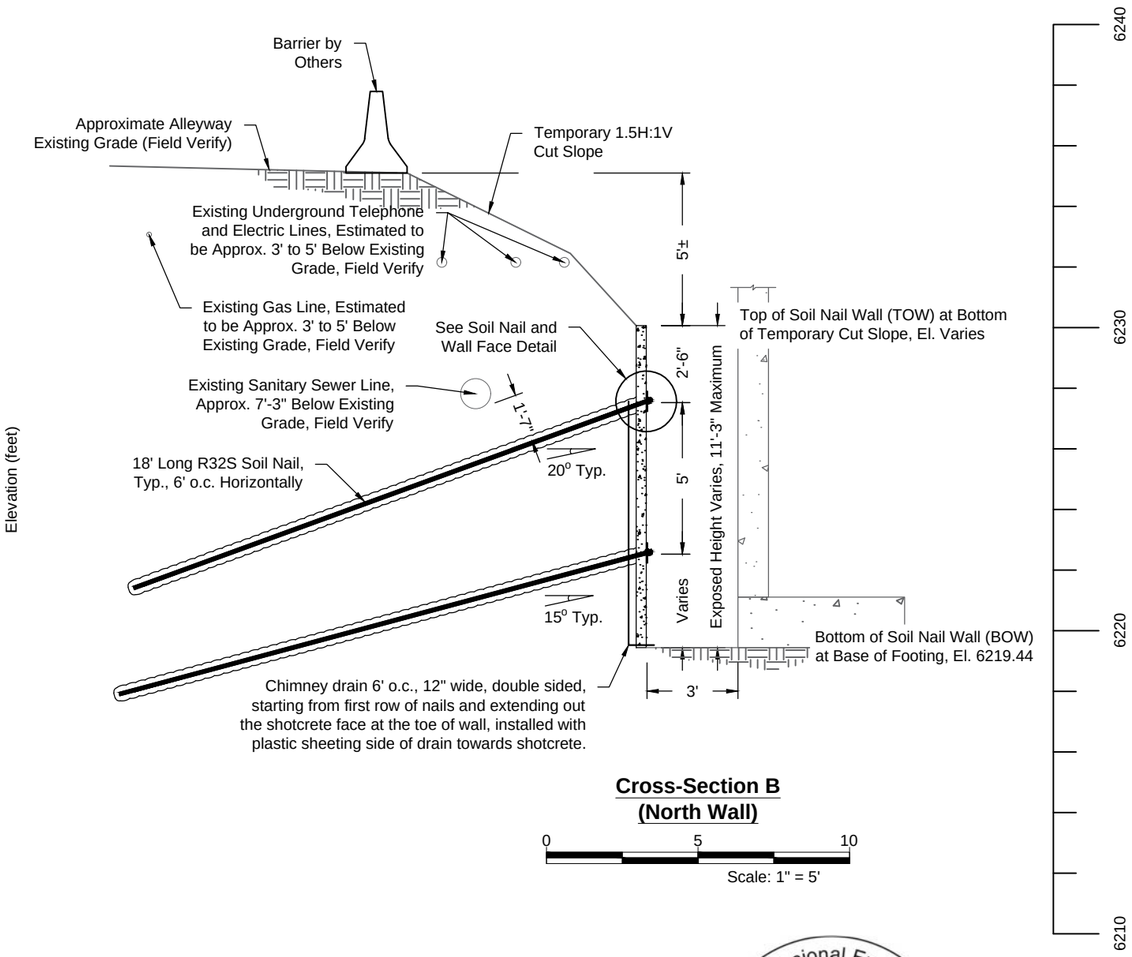
SHEET NO.: **5 of 8**




**Cross-Section A**
**(West Wall)**

0 5 10

Scale: 1" = 5'




**Cross-Section B**
**(North Wall)**

0 5 10

Scale: 1" = 5'

REFERENCE:

| DATE | DESCRIPTION |
|---|---|
| 05.15.20 | Submitted for Review |

DESIGNED FOR:

G2B Company Inc.
PO Box 3402, Nampa, Idaho

DESIGNED BY:

GORDON GEOTECHNICAL ENGINEERING, INC.
4426 South Century Drive, Ste 100, Salt Lake City, UT 84123
801-327-9600

Glenwood & Simpson Mixed Use
175 South Glenwood Street,
Jackson, Wyoming

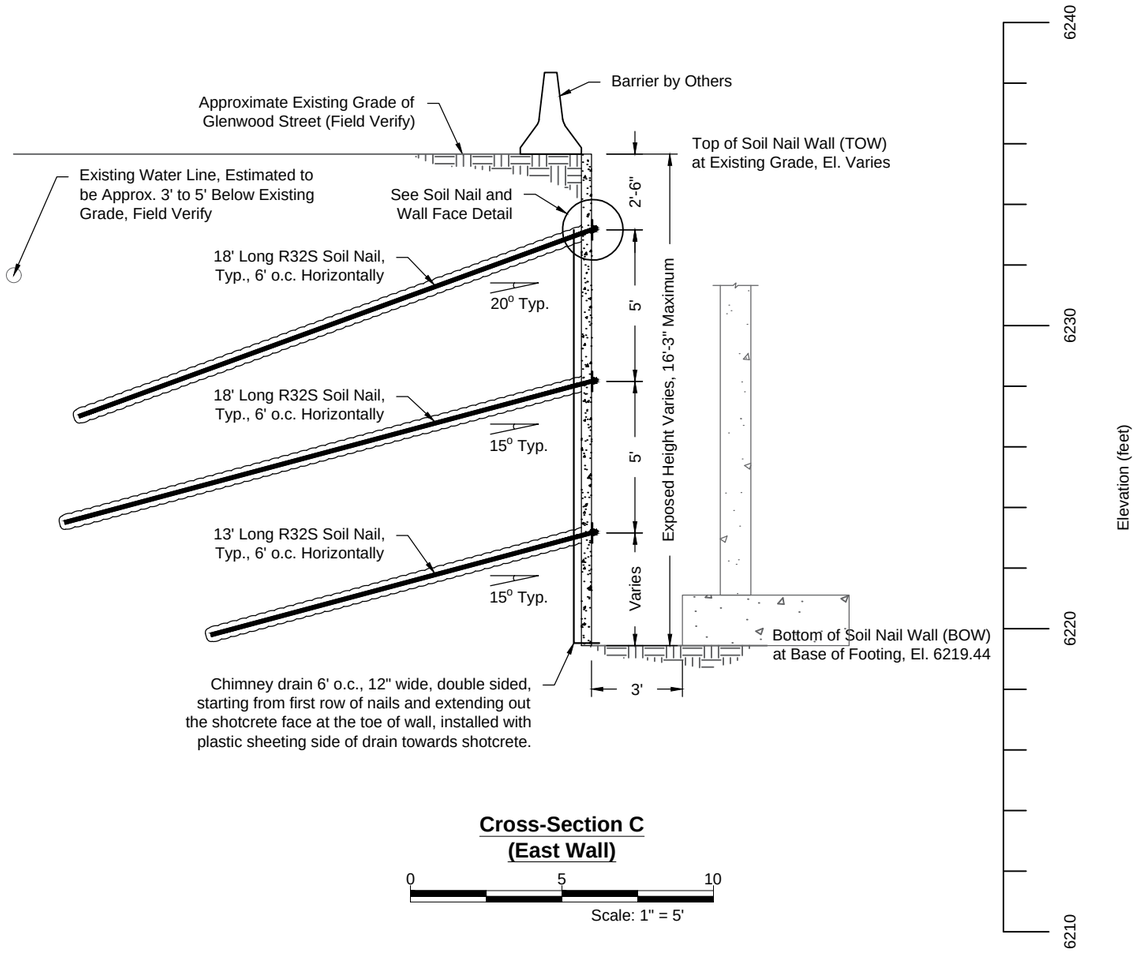
DESIGN BY: **BD** DRAWN BY: **TT** CHECKED BY: **BD** APPROVED BY: **BD**

Temporary Soil Nail Walls

**Cross-Section A (West Wall) and Cross-Section B (North Wall)**

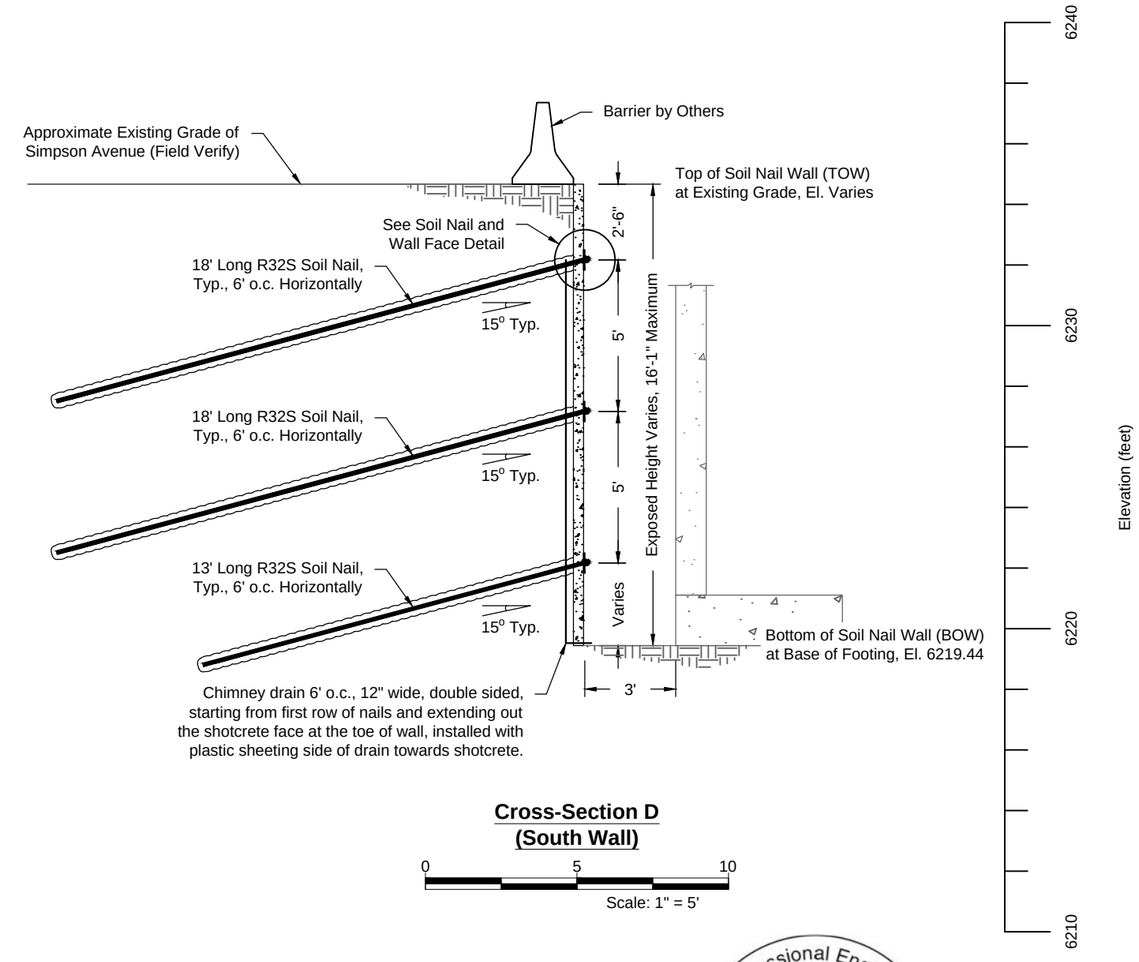
G² PROJECT NO.: **223-017-20**

SHEET NO.: **6 of 8**



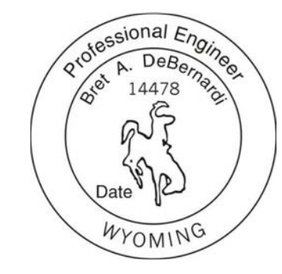

**Cross-Section C**
**(East Wall)**

0 5 10
Scale: 1" = 5'




**Cross-Section D**
**(South Wall)**

0 5 10
Scale: 1" = 5'




REFERENCE:

| DATE | DESCRIPTION |
|---|---|
| 05.15.20 | Submitted for Review |

DESIGNED FOR:
G2B Company Inc.
PO Box 3402, Nampa, Idaho

DESIGNED BY:
GORDON GEOTECHNICAL ENGINEERING, INC.
4426 South Century Drive, Ste 100, Salt Lake City, UT 84123
801-327-9600

Glenwood & Simpson Mixed Use
175 South Glenwood Street,
Jackson, Wyoming

DESIGN BY: **BD** DRAWN BY: **TT** CHECKED BY: **BD** APPROVED BY: **BD**

Temporary Soil Nail Walls
**Cross-Section C (East Wall) and Cross-Section D (South Wall)**

G² PROJECT NO.: **223-017-20**

SHEET NO.: **7 of 8**

# General Notes

## Introduction

1. Preliminary shoring layout and design are based upon the following documents and information:

   a. Project Drawings entitled "Record Set, Town of Jackson Parking Garage, 160 South Millward Street, Jackson, Wyoming Bid Documents," by Highland Associates, dated March 30, 2007.

   b. Project Drawings entitled "Glenwood + Simpson Mixed Use Building (Phase II of the Millward + Simpson PMD)," by Harger Architects, dated January 10, 2020 (Permit Review Response Set).

   c. "Geotechnical Review, Lot at Simpson and Glenwood, Jackson, Wyoming," by Womack & Associates, Inc., dated June 30, 2008.

   d. General shoring arrangement by Contractor.

2. The soil nail walls are to be installed to the approximate lines and grades indicated in these drawings subject to field verification. Layout and limits of the walls to be determined in the field by General Contractor in keeping with the intent and overall objectives of these plans. It is recommended that the new footings be surveyed in to provide the basis for the shoring layout. Utilities and existing parking structure footings to be potholed and field verified prior to soil nail wall installation. Gordon Geotechnical Engineering Inc. ($G^2$) to be notified immediately of potential conflicts with the shoring layout as shown. $G^2$ assumes no responsibility for damage to utilities or other structures. Shoring location and geometry is approximate, subject to field verification.

3. Contractor is responsible for construction of the shoring as detailed on these plans. Variations from the layouts and details as shown hereon may not be made except with the express written consent of the design engineer ($G^2$). Changes made in the field made without this consent shall be done solely at the risk of the contractor. Conflicts between these plans and the general project plans to be resolved by Gordon Geotechnical Engineering Inc., whose decision shall be final. No warranty is expressed or implied, only that these designs were prepared in general accordance with design principles in use at the time this work was performed.

## Soil Nail Wall Materials

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

2. Grout for soil nails to be Portland Cement Type I-II with a 28-day compressive strength of 3,000 psi. Mix to occur on-site and shall have the lowest practical water content for pumping (water to cement ratio of 0.4 to 0.5). Mix and installation to conform to all applicable ACI specifications.

3. All plate steel to be A36 mild steel or better, and shall be detailed according to AISC Standards.

4. Shotcrete layers for facing shall consist of an approved, pumpable mix having a 28 day strength of 4000 psi using Type I-II Portland Cement. Shotcrete shall be mixed and placed in accordance with applicable ACI specifications.

5. Welded Wire Mesh to conform to ASTM A 82 and A 185. Minimum wire mesh overlap is 12 inches.

6. Rebar to have a yield strength of 60 ksi. Minimum No. 4 rebar overlap is 37 inches.

## Soil Nail Wall Installation

1. The face of the excavation shall be cut to within 1'-2' of the lines and grades as shown on these drawings for nail installation. After successful nail installation, the face may cut to the lines and grade shown on the plans and immediately shotcreted to the base of excavation. If excessive spalling or sluffing of soil from the face occurs during anchor installation, a flash coat of shotcrete shall be immediately sprayed to the base of the excavation immediately after the excavation is performed or the shotcrete lifts can be reduced. If site soils are sufficiently stable, the excavation may be cut to the lines and grades shown. Alternatively, "splines" or micropiles using #4 bar on 18" centers may be utilized to provide additional face stability. $G^2$ is to be contacted immediately if face stability problems occur to provide site specific recommendations.

2. Allowable tolerances for nail and shotcrete placement shall be:

   Nail Position: +/- 6 inches in any direction.
   Nail Length: no less than length shown.
   Nail Inclination: +/- 2 degrees.
   Shotcrete thickness (where applicable): no less than shown.
   Nail Horizontal Splay Angle: +/- 0 to 10 degrees.

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

4. 4-inch thick shotcrete to be placed.

5. Excavation shall not extend more than 2 feet below the soil nail level until nail grout and shotcrete have been in place for two days. Vertical lifts shall not exceed 6 feet.

## Soil Nail Testing

1. Sacrificial Verification Nails: Four verification nails shall be installed at the site, preferably one on each of the four walls between the first and second row of nails. The verification test nails shall utilize the same installation methods as the production nails. The verification test nails shall be 15 feet in length with the outer 5 feet unbonded. Nail testing shall occur after the grout has set for 3 days. Contractor to utilize jack and pressure gauge calibrated within one year. Design load (DL) can be computed by multiplying the actual installed bond length by a working adhesion of 2.67 kips per lineal foot in soils (i.e. for 10' bond, DL = 10' x 2.67 kips/ft = 27 kips). Additional verification nails, may be required at the discretion of the design engineer based upon different soil conditions or test results.

   The load increments and load sequence shall be:

   Seating load (2%-4% DL), 25% DL, 50% DL, 75% DL, 100% DL, 150% DL, with a Creep Test. Each incremental load up shall be held until stable with the deflection recorded. At 150% DL, a 10 minute creep test shall be performed with deflection measurements taken at 1, 3, 5, 6, 8, and 10 minutes. If the creep rate (movement between 1 and 10 minute readings) is less than or equal to 0.04 inches, the nail is considered acceptable. If creep movement exceeds 0.04 inches, the nail shall be held for an additional 50 minutes with readings taken at 20, 30, 40 and 60 minutes. If creep movement taken over a log cycle of time (movement between 6 and 60 minute readings) is less than 0.08 inches, the nail is considered acceptable. After creep test, the nail shall be further tested in increments of 25% DL to failure. Maximum load shall not exceed 56 kips for R32S bar. All test results shall be forwarded to $G^2$ for review.

   Verification testing will determine if the nails achieve the assumed design adhesion. If nails do not achieve necessary values, the nails may need to be lengthened, utilize larger bits, or other modifications as determined by the contractor and wall designer.

2. Proof Testing: A minimum of 5 percent of the production soil nails to be prooftested to 150% of the design load. The nails to be randomly placed throughout the wall. Nail length of nails shall be according to the appropriate production lengths indicated on the elevation view. All test nails shall utilize a 5 foot long PVC bondbreaker at the top of the shotcrete to extend the bar through the shotcrete. Cribbing to support the reaction plate and jack will be required. Nail testing shall occur after the grout has set for 3 days. Contractor to utilize jack and pressure gauge calibrated within one year. Design load (DL) can be computed by multiplying the actual installed bond length by a working adhesion of 2.67 kips per lineal foot in soils (i.e. for 10' bond, DL = 10' x 2.67 kips/ft = 27 kips). Additional verification nails, may be required at the discretion of the design engineer based upon different soil conditions or test results.

   The load increments and load sequence shall be:

   Seating load (2%-4% DL), 25% DL, 50% DL, 75% DL, 100% DL, 150% DL, with a Creep Test. Each incremental load up shall be held until stable with the deflection recorded. At 150% DL, a 10 minute creep test shall be performed with deflection measurements taken at 1, 3, 5, 6, 8, and 10 minutes. If the creep rate (movement between 1 and 10 minute readings) is less than or equal to 0.04 inches, the nail is considered acceptable. If creep movement exceeds 0.04 inches, the nail shall be held for an additional 50 minutes with readings taken at 20, 30, 40 and 60 minutes. If creep movement taken over a log cycle of time (movement between 6 and 60 minute readings) is less than 0.08 inches, the nail is considered acceptable. Maximum load shall not exceed 56 kips for R32S bar. All test results shall be forwarded to $G^2$ for review. Nails not meeting this criteria shall be reviewed on a case by case basis.

## Other

1. Projected movements are approximately 0.5" to 1" laterally and vertically. Actual movements will vary based upon installation techniques, soil consistency, etc.

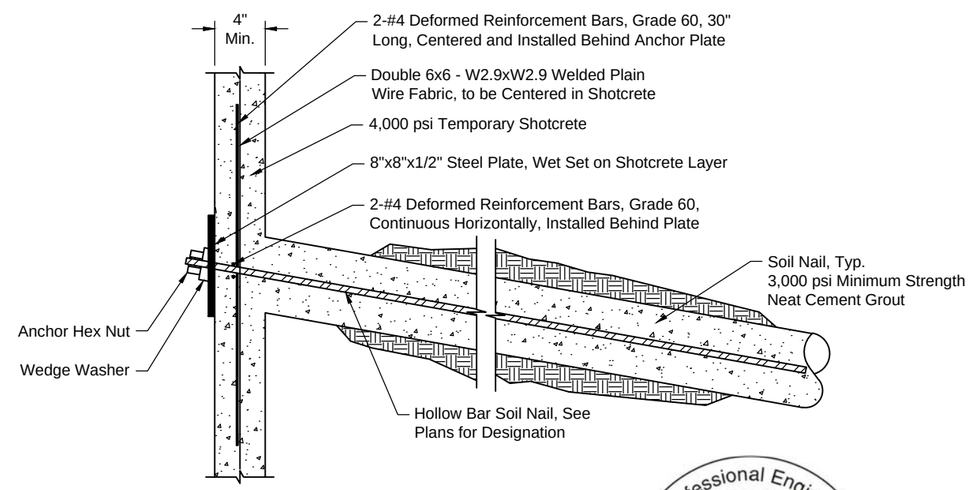
2. Fall protection on top of shoring and slopes to be provided by others.

3. The site soils are anticipated to consist of gravels and cobbles with sand, silt and clay. The following average parameters have been assumed in the design:

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

   No groundwater was included in the design. If groundwater is encountered or soils other than those assumed are encountered during mass excavation, $G^2$ is to be notified immediately to review the design. Additional nails or further modifications to the shoring may be required.

4. The record set of drawings for the existing parking structure indicate that the easternmost part of the building is supported upon helical piers. No other deferred submittal was noted. The helical pier layout shown on theses drawings was taken from the record set of drawings and was assumed to be accurate. With the relatively small shoring height in the area, it is assumed that the helical piers extend to depth and support the building. No parking structure foundation loads have been included in the design.




**Soil Nail and Wall Face Detail**
Not to Scale

REFERENCE:

| DATE | DESCRIPTION |
|---|---|
| 05.15.20 | Submitted for Review |

DESIGNED FOR:
G2B Company Inc.
PO Box 3402, Nampa, Idaho

DESIGNED BY:
GORDON GEOTECHNICAL ENGINEERING, INC.
4426 South Century Drive, Ste 100, Salt Lake City, UT 84123
801-327-9600

Glenwood & Simpson Mixed Use
175 South Glenwood Street,
Jackson, Wyoming

DESIGN BY: **BD** DRAWN BY: **TT** CHECKED BY: **BD** APPROVED BY: **BD**

Temporary Soil Nail Walls
**General Notes and Detail**

$G^2$ PROJECT NO.: **223-017-20**
SHEET NO.: **8 of 8**

# TOWN OF JACKSON
# ENCROACHMENT AGREEMENT

**THIS ENCROACHMENT AGREEMENT** ("Agreement"), by and between Arts District Development, LLC, with an address of PO Box 1569, Jackson, WY, 83001, hereinafter referred to as "Encroaching Party" and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, with an address of P.O. Box 1687 Jackson, WY 83001 hereinafter referred to as "Town," together "Parties," provides as follows:

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

Street Address: 175 South Glenwood Street

Location: Lots 11-12, Block 2, Wort 2nd Addition

PIDN: 22-41-16-33-1-08-004

**WHEREAS**, the Town is the owner of that certain public rights-of-way known as South Glenwood Street and West Simpson Avenue, as well as the Town Parking Garage located on and Lots 7, 8, 9, & 10 Block 2 Wort 2nd Addition all of which are shown on Plat 129, all of which adjoin Encroaching Party's property; and

**WHEREAS**, the Encroaching Party shall use a portion of the subsurface areas for the installation of a temporary soil nail shoring system during the construction of a building on the Encroaching Party's property. The shoring system consists of reinforced shotcrete walls located approximately three feet into the rights-of-way from the property line on the north, south, and east and within the property on the west; extending from the surface to approximately 15-17 feet below the surface on all sides, and anchored with Soil Nails (defined as hollow steel bars encapsulated in grout) that extend an additional 13-18 feet beyond the wall as shown on the attached plans, as set forth in Exhibit A (hereinafter "Encroaching Property") hereto for, further that:

1. Subsurface placement of approximately 248 "Soil Nails", (82 nails West Wall, 35 Nails North Wall, 78 East Wall, 53 Nails South Wall, of which 135 are to be installed within 10 feet of the surface at the wall) is proposed; and
2. Said reinforced shotcrete walls are designed to be abandoned in place, except that the wall shall be removed 4 feet below the finished surface at the wall and remain as an encroachment into the subsurface areas of the rights-of-way as described above following completion of construction, provided, however, that the reinforced shotcrete walls may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the right-of-way, or any public utilities located therein, following completion of construction of the building on Encroaching Party's property, provided, further, that any additional costs incurred by the Town as a result of the presence of the shotcrete wall or any reinforcing materials installed by or on behalf of Encroaching Party will be borne by the Town; and
3. Said Soil Nails are designed to be abandoned in place and remain as an encroachment into the subsurface areas of the rights-of-way as described above following completion of construction, provided, however, that the Soil Nails may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the right-of-way, or any public utilities located therein, following completion of construction of the building on

Encroaching Party's property, provided, further, that any additional costs incurred by the Town as a result of the presence of the Soil Nails or any steel bars installed by or on behalf of Encroaching Party will be borne by the Town; and

**WHEREAS**, on June 15th, 2020 the Jackson Town Council voted to authorize staff to finalize an Encroachment Agreement between the Town and the Encroaching Party for the Encroaching Property subject to final review and approval by the Town Attorney and Town Engineer and the following conditions:

1. Encroachment requires Town Council Approval.
2. Encroaching Party shall provide all the required exhibits for the Encroachment Agreement. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer.
3. Encroaching Party is responsible for all Teton County Clerk recording fees.
4. Temporary Soil Nails shall be removable by an excavator or easily cut with a chop saw, and not integral to the long-term stability of the building on Encroaching Party's property. A Removal Fee of $50 per Soil Nail located within 10 feet of the surface at their anchor point on the shotcrete wall is required and shall be paid by Encroaching Party.
5. Encroaching Party shall submit shoring plans prepared and stamped by a professional engineer licensed in the state of Wyoming. Plans must show the existing Town of Jackson Parking Structure's footing and deep foundation elements.
6. The Encroaching Property may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the right-of-way or any public utilities located therein following completion of construction of the building on Encroaching Party's property.
7. Prior to the Town Engineer's Final Inspection Encroaching Party must provide the Town Engineer record drawings of the shoring to document the Encroaching Property's "as-built" location.
8. Encroaching Party must post a financial assurance that complies with Town of Jackson Land Development Regulation 8.2.11 for the installation of the Encroaching Property, the foundation and backfill of the building on Encroaching Party's property, and the installation and maintenance of safety fencing around the project.
9. Encroaching Party shall video inspect the existing sewer main to the north of the project pre- and post- Encroaching Property construction on the north wall.
10. Encroaching Party shall remove all Encroaching Property within 4 feet of the proposed top back of curb prior to backfilling.
11. Town may hire a Town-selected qualified engineering consultant licensed in the state of Wyoming to review the proposed shoring calculations, plans, and specifications to objectively determine whether each technical report or document adequately addresses and characterizes the geological and structural parameters and assumptions, consistent with concerns with design principles and practices in use at this time. Encroaching Party must bond for and pay for all costs of said consultant.
12. Town may hire a Town-selected qualified engineering consultant licensed in the state of Wyoming to monitor the installation of the Encroaching Property. Encroaching Party must bond and pay for all costs of said consultant.
13. Town may hire a Town-selected professional land surveyor licensed in the state of Wyoming to establish existing elevations, the "Benchmarks," of the Town of Jackson's Parking Structure and check and record established elevations not less than once per week, and as frequent as necessary, to monitor the Parking Structure throughout installation of the Encroaching

Property and until the foundation of the building on Encroaching Party's property is installed and backfilled. Following backfill of the foundation, and at the at the Town's sole discretion, elevation checks of the Benchmarks may be reduced to a monthly frequency or ceased if there are no signs of movement. Encroaching Party must bond for and pay for all costs of said consultant.

14. Encroaching Party's contractor and subcontractors shall monitor and log the elevation of the Town of Jackson's Parking Structure daily for any signs of movement during construction.
15. Encroaching Party shall repair any damage caused to the Town of Jackson's Parking Structure or foundation, the rights-of-way, or Town or private utilities resulting from the construction of their Encroaching Property, including but not limited to settlement, cracking, or screw nail damage to the Town of Jackson Parking Structure; digging into or disturbing sewer line(s); drilling into or disturbing a water line(s); buckling pavement or sidewalks of any right-of-way.
16. If monitoring of the Benchmarks of the Town of Jackson's Parking Structure by any party shows signs of movement, all shoring and excavation activities must stop until the cause of movement is conclusively determined and, at the Town's discretion, satisfactorily resolved.
17. Prior to beginning any shoring work, Encroaching Party, and its general contractor and shoring sub-contractor, must each provide insurance policies and amounts approved by the Town. If requested, the Town shall be listed as an additional insured on the policies.

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

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

1. ACKNOWLEDGMENT OF TOWN'S RIGHTS:

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

2. AGREEMENT TO ALLOW ENCROACHMENT:

In consideration of Encroaching Party's payment to the Town of the sum of, $6,750.00. ($50.00 per nail within 10 feet of the surface at the retaining wall X 135 nails) (the "Removal Payment"), which amount shall be nonrefundable and shall be available for use by the Town for any purpose, the Town agrees that Encroaching Party shall have the right to have the Encroaching Property extend beyond the boundary line of above noted Town rights-of-way and properties, to encroach and rest within the subsurface of the Town rights-of-way and properties, it being acknowledged and agreed that such subsurface use constitutes a use of the Town rights-of-way area for a purpose not inconsistent with standard construction practices, provided, however, that no permanent Soil Nails will be placed below the surface of the rights-of-way and properties and that those nails within 10 feet of the surface at the retaining wall shall be covered by the Removal Payment, provided further that (a) the soil nails may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the right of way or any public utilities located therein following completion of construction of the building on Encroaching Party's property, and (b) any additional costs incurred by the Town as a result of the presence of the soil nails or any steel bars installed by or on behalf of Encroaching Party will be borne by the Town in consideration of the Removal Payment made as described above. Completion of construction

of said building shall be deemed to have occurred upon issuance of certificates of occupancy for the building or for any of the individual units within the building.

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

3. RIGHT TO MAINTAIN:

Encroaching Party shall have the right from time to time to go upon the adjoining Town right-of-way for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the Town as a result of such maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns. Under no circumstances shall the Encroaching Party be allowed to increase the existing encroachment, absent written approval (including applicable regulatory approval) from the Town. Notwithstanding the foregoing, no provision in this Agreement shall limit or prohibit the Town from pursuing its right of eminent domain with regard to the Encroaching Property and no provision of this Agreement shall limit or prohibit Encroaching Party from defending its property therefrom.

4. RELEASE OF CLAIMS:

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

5. INDEMNIFICATION:

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

6. BINDING COVENANT:

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

7. TERM OF AGREEMENT:

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

8. NO THIRD-PARTY BENEFICIARY:

This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

9. HEADINGS:

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

10. MODIFICATION IN WRITING:

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

11. BINDING EFFECT AND SEVERABILITY:

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

12. RECORDING:

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

13. GOVERNING LAW AND FORUM:

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

14. COUNTERPARTS:

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

15. SOVEREIGN IMMUNITY:

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

16. WAIVER:

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

17. ENTIRE AGREEMENT:

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

**IN WITNESS WHEREOF**, the effective date of this agreement is _____.

**[*signatures follow on next page*]**

**ENCROACHING PARTY**

By:_____

Print Name:_____

Its: _____

STATE OF WYOMING )
)ss.
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by _____, as its property owner this____day of_____, 2019.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

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

By: _____
Pete Muldoon, Mayor

Date: _____
ATTEST: Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING )
) ss.
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Pete Muldoon and Sandra P. Birdyshaw, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this_____day of _____, 2020.

Witness my hand and official seal.

My commission Expires:

_____
Notary Public

# TOWN OF JACKSON
## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT**: **PRESENTER**: Larry Pardee

**MEETING DATE:** June 15th, 2020

**SUBJECT**: Imagine Jackson Discussion

## STATEMENT/PURPOSE
The purpose is item to advise Town Council that the Board of Directors of Imagine Jackson, a Community Development Corporation (CDC), has decided to cease operations and dissolve the corporation and that they desire to transfer assets to the Town of Jackson.

## BACKGROUND/ALTERNATIVES
Imagine Jackson is a CDC that the Town of Jackson partnered with in 2006 for a Wyoming Business Council (WBC) grant/loan opportunity. Imagine Jackson currently owns the land and a facility on a parcel in the South Park Service Center where they lease space to Square One, a local business that qualified for WBC funding. In the documentation and approved grant documents with the WBC and the letter affecting title, it specifies that should Imagine Jackson dissolve, assets would revert to the Town of Jackson. We have received written notice from Imagine Jackson indicating their desire to dissolve and transfer assets to the Town of Jackson. In the attached letter, you will note they identify additional development potential on the site, which is currently zoned Business Park (BP) under Teton County Land Development Regulations. However, it is also part of an property owner's association – the South Park Service Center Property Owner's Association, Inc., - and therefore any development would also need to comply with the rules of that property owner's association. There is currently a remaining mortgage on the property of $75,000 that would either be assumed by the Town of Jackson or paid off during the property transfer. Once acquired by the Town of Jackson, the Council could direct staff to research the options for utilizing the property that could include retaining the property as is, further development, potential housing options, or sale of the property.

The first step in moving forward with accepting these assets is for the Town Council to provide approval for that acceptance and for direction to be provided to staff to prepare and approve all necessary documents and for the Council to authorize Mayor Muldoon to execute all necessary documents. Additional expenses that may be involved with such a transfer could include a building inspection and expenses associated with work by a title company. Imagine Jackson is a very small CDC without notable fund balance or means to contract for the necessary legal paperwork needed to dissolve the organization. They are asking for Town assistance to complete this documentation and staff is recommending Council authorization of approximately $1500 in professional services to complete this paperwork. Staff recommends Council approve of this request.

The Town Council has a number of options available to them.

1. Approve acceptance of the property upon Imagine Jackson dissolving, direct staff to prepare and/or approve all necessary documents for that acceptance including any necessary building inspection or title company work, direct staff to include funding necessary to satisfy the remaining $75,000 mortgage in the FY21 budget, authorize Mayor Muldoon to execute any and all documents necessary to accomplish the transfer, and approve the expenditure of up to $1500 in legal fees to assist Imagine Jackson with necessary legal documents.
2. Discuss the offer and table any decisions until the July 6 Town Council meeting.
3. Take no action thereby delaying the decision until a future date.
4. Other.

## COMPREHENSIVE PLAN ALIGNMENT
The Jackson/Teton County Comprehensive Plan – Illustration of Our Vision for district #7 South Highway 89:

*7.1: South Park Business Park* - this STABLE Subarea is defined by light industry and protection of light industrial opportunities is the priority. Light industrial development and redevelopment will be promoted. Bulk, scale, and use allowances will first and foremost accommodate light industry and heavy retail.

A secondary goal is to enhance the appearance of the highway corridor as a gateway. Development should be located, designed, and landscaped to provide as scenic a corridor as possible, given the industrial priority. The limited local convenience commercial that exists should be maintained with enhanced connection to Southern South Park (Subarea 10.1). Residential units should continue to be accessory to industrial uses or incorporated as live/work units. While these units may not be appropriate for all households because of the industrial priority of the subarea, they do provide workforce housing opportunities. Livability of these units should be maximized to the extent possible given the industrial priority through design and provision for pedestrian connections to public land, local convenience commercial, and bike paths.

As wildlife also depend on the hillside and move across the highway in this subarea, attention should be given to wildlife permeability through development and across the highway.

## STAKEHOLDER ANALYSIS

The stakeholders include the residents, businesses, nonprofits, and the community interests and needs on behalf of the Town of Jackson.

## FISCAL IMPACT

Fiscal impacts include satisfying the outstanding mortgage of $75,000, the cost of a building inspection at approximately $600, the cost of title company work in the range of $1500 - $2500, and assistance in legal support to Imagine Jackson of up to $1,500. Other fiscal impacts associated with development or sale of the property would be identified once research has been conducted.

## STAFF IMPACT

The Town Attorney, Finance Director and administration staff would be involved with document preparation and review. The Town Clerk would be involved with document recordation and records retention.

## LEGAL REVIEW

The Town Attorney would need to draft, review and approve any documents to be executed.

## ATTACHMENTS

Letter dated May 27, 2020 from Imagine Jackson to Larry Pardee.

## RECOMMENDATION

Staff recommends the Council accept the property and provide direction to staff as outlined.

## SUGGESTED MOTION

I move to approve acceptance of the property addressed as 3500 South Park Drive upon Imagine Jackson dissolving, direct staff to prepare and/or approve all necessary documents for that acceptance, including any necessary building inspection or title company work, direct staff to include funding necessary to satisfy the remaining $75,000 mortgage in the FY21 budget, authorize Mayor Muldoon to execute any and all documents necessary to accomplish the transfer, and approve the expenditure of up to $1500 in legal fees to assist Imagine Jackson with its necessary legal documents.

**IMAGINE JACKSON**
**PO BOX 8039**
**JACKSON, WYOMING 83001**

May 27, 2020

Larry Pardee, Town Manager
Town of Jackson
PO Box 1687
Jackson, WY 83001

RE: Imagine Jackson Community Development Corporation

Dear Mr. Pardee,

The purpose of this letter to advise the Town of Jackson that the Board of Directors of Imagine Jackson, a Community Development Corporation (CDC) has decided to cease operations dissolve the corporation. It is the intent of the Board to transfer the assets of the Corporation to the Town of Jackson.

The principal asset of the Corporation is a lot and building located in South Park. This property is described as Lot 1 of the South Park subdivision. The lot is .9 acre and has a 1700 square foot industrial building on the property.

The property is currently leased to Square One, a robotics firms owned by Bob Viola. The property is currently mortgaged with a loan First Interstate Bank. The current outstanding balance on this loan is $75,000. Currently the rental income covers the debt service and other costs associated with the property. Also, a study commissioned several years ago indicated there was additional development potential on the property.

It is our understanding that all the grant agreements with the State of Wyoming have been satisfied and the property can be transferred to the Town of Jackson.

If the Town of Jackson is interested in accepting this asset, please contact me so we can initiate the transfer of the title and assignment of the mortgage.

Sincerely,

Scott Anderson, Chairman

cc: Board of Directors

# TOWN OF JACKSON
# TOWN COUNCIL
## AGENDA DOCUMENTATION

**PREPARATION DATE: June 11, 2020**
**MEETING DATE: June 15, 2020**

**SUBMITTING DEPARTMENT: Community Development**
**DEPARTMENT DIRECTOR: Tyler Sinclair**
**PRESENTER: Tyler Sinclair**

**SUBJECT: C20-001: Re-opening Town Businesses**

STATEMENT/PURPOSE

For Council to provide staff direction on proceeding with Town COVID-19 business support projects aimed at supporting the re-opening of Town businesses in response to COVID-19.

BACKGROUND/ALTERNATIVES

At the May 18 Town Council workshop and June 1 regular meeting Council and staff discussed possible ways Town could support local businesses as they re-open for the summer tourist season with restrictions and limitations because of COVID-19. The goal for Town efforts is to:

- Provide a safe, clean, and inviting atmosphere addressing social distancing guidelines of maintaining 6 feet between individuals in our downtown and throughout town
- Support our local economy through our critical Summer season

Based upon Council direction, staff has narrowed the projects down to the following 5 projects for Council consideration on ways the Town could support these efforts:

1. Signage and Messaging
2. Use of Public Spaces
3. Extended Sidewalks/Street Closure
4. Parklets in Town Right of Way and Private Spaces
5. Downtown Cleaning and Sanitizing

**1. Signage & Messaging:** Town staff is working with the Travel & Tourism Board (TTB) and Chamber to enhance signage around town through the TTB's Clean, Careful, Connected campaign including a map that will highlight green space and areas where physical distancing is more of a possibility. The map will appear in large-format on A-frame boards on the Square and at Home Ranch parking lot and will also be available for retailers and restaurants to distribute. The TTB's campaign also emphasizes that the response to COVID-19 is 'One Standard. One Message. One County.' Discussion has also taken place about additional wayfinding for the bathrooms on Deloney.

**2. Use of Public Space:** Staff is proposing to purchase and place six steel picnic tables and four coated trashcans around Miller Park, six steel tables and four trashcans around Town Square, and ten bistro sets and two additional trashcans in parklets around town, for a total cost of $17,000. Please see attached photos of the

proposed purchases.

**3. Extended Sidewalks/Street Closure:** The attached exhibits demonstrates staff proposals to reallocate streetscape to create additional space for pedestrian use or flex space; to connect Home Ranch Parking Lot to Town Square with ADA-compliant pedestrian access; to convert Center St. to one-way northbound traffic; to maintain existing vehicle parking to the maximum extent possible; and to create a combination of "heavy" separation at block entries and "light" separation in the middle of blocks. Existing sidewalks and boardwalks are, on average, 5 feet wide. Many are narrower, with some as thin as 3 feet, and do not comply with ADA requirements. For implementation, staff has determined that the town has 20-24 jersey barriers and may work with JH Public Art to paint the barriers, so they are more appealing. Staff is also working on sourcing planter boxes and Age Friendly Jackson Hole is excited to help do the planting when they have been secured. To ensure safety and promote usage, additional signage will be needed including 'Do Not Enter,' 'One-Way,' speed limit signs, and COVID-specific signs such as 'Expanded Pedestrian Space.' Staff is seeking direction on which closures to pursue.

**4. Parklets:** An application for businesses to apply to make parklets on public or private property was launched on the Town's website on Tuesday, June 9. So far, the town has received one application. Staff is seeking Council direction on whether they are comfortable with staff reviewing and approving these applications and waiving all applicable fees. At the last meeting, Council approved a placemaking grant to support parklets through the Wyoming Business Council for $2,500, which was granted. Staff also researched the ability to approve outdoor service of alcohol for parklet applications. The state liquor division feels that since temporary catering permits are approved by staff, the parklet authorizations could also be delegated to a staff member representing the Town.

**5. Downtown Cleaning & Sanitizing:** Staff will continue to check trashcans four times a week. If additional trash removal is needed, staff will make related accommodations. Downtown business owners should let town staff know if trash becomes an issue or should feel free to address it on their own. Staff continues to try to source hand sanitizing stations to place around town but has not been able to order anything that will arrive before the summer is over. If unable to secure permanent stations, staff will work to provide more temporary options. Should stations become available, staff would like approval to purchase them immediately.

## COMPREHENSIVE PLAN ALIGNMENT

Staff finds the proposed projects are in alignment with Chapter 6: A Diverse and Balanced Economy and Chapter 8: Quality Community Service Provision.

## STAKEHOLDER ANALYSIS

Stakeholders involved in this issue include all Town residents, the business community, and visitors.

## FISCAL IMPACT

Estimated fiscal impact by individual project:

1. Signage and Messaging - $500.00
2. Use of Public Spaces - $17,070.90
3. Extended Sidewalks/Street Closure on Center Street and Deloney - $10,000.00
4. Parklets in Town Right of Way for Private Use - $500.00
5. Downtown Cleaning and Sanitizing - $5,000.00

**Total: $33,070**

## STAFF IMPACT

Please see individual project descriptions.

## LEGAL REVIEW

On-going. The Town Attorney has been involved in the preliminary discussions on these projects. Based upon Council direction further significant review and consideration may be required.

## ATTACHMENTS

1. Extended Sidewalks/Street Closure Exhibits
2. Proposed Street Furniture/Cost Estimate
3. Parklet Application
4. Town Council Staff Report, dated June 1, 2020

## RECOMMENDATION

Staff recommends Council direct staff to proceed with the Town COVID-19 business support projects as described in this report.

## SUGGESTED MOTIONS

**Item #1**
I move to direct staff to work with Public Works to enhance wayfinding signage for the bathrooms on Deloney Street.

**Item #2**
I move to direct staff to purchase picnic tables, trashcans, and bistro tables and chairs in the amount of $17,070,90 to be placed around town square and in parks.

**Item #3**
I move to direct staff to implement the extension of sidewalks and partial street closures as presented with the following changes for up to $10,000.00:

- 
- 

**Item #4**
I move to direct staff to review Parklet Applications including liquor service and further provide staff with authority to approve requests that fall within state and local liquor regulations. Any request that staff is not comfortable approving may be brought to Council.

I move to direct staff to review and approve all applications for parklets and waive all applicable fees.

**Item #5**
I move to authorize the purchase of hand sanitation stations when or if they become available in the amount of $5,000.

# Downtown Reopening - Expanded Pedestrian Areas Exhibit

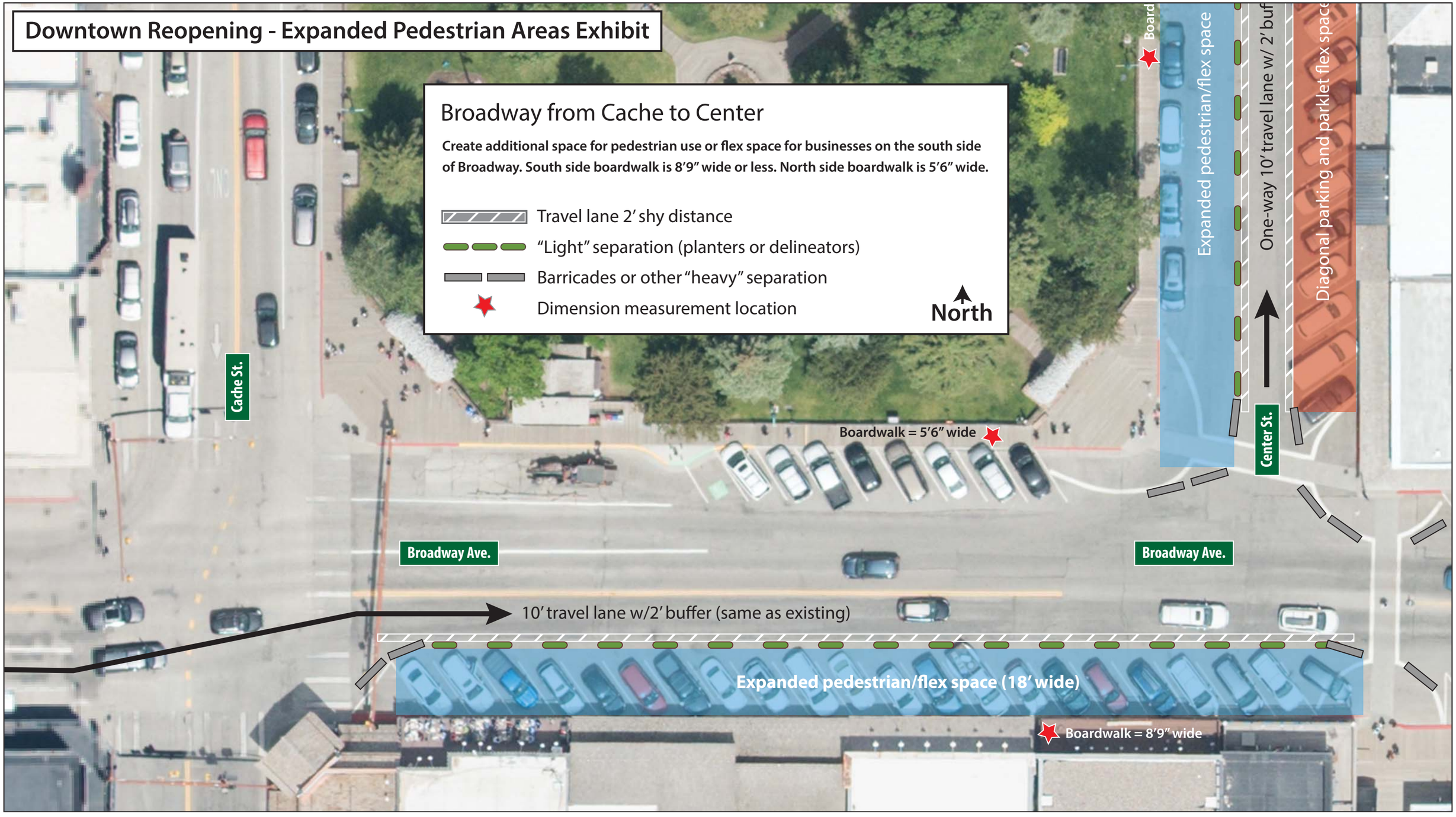
## Overview from Town Square to Home Ranch Parking Lot

- Existing sidewalks/boardwalks average 5'- 6' wide, many are narrower (as narrow as 2'9" in spots)
- **SIDEWALKS DO NOT COMPLY WITH ADA**
- Reallocate street space to create additional space for pedestrian use or flex space (parking and business use).
- Connect Home Ranch Parking Lot to Town Square with ADA-compliant pedestrian access
- Convert Center St. to one-way northbound traffic.
- Maintain existing vehicle parking to the maximum extent possible.
- Combination of "heavy" separation at block entries and "light" separation along mid-blocks
- Center St. / Deloney layouts around the Town Square are compatible with proposed Farmer's Market setup.
- *Other layouts/scenarios are possible:* such as switching to parallel parking, expanded ped spaces on both sides of street, maintaining two-way traffic on Center St. (all of which require trade-offs from other uses).

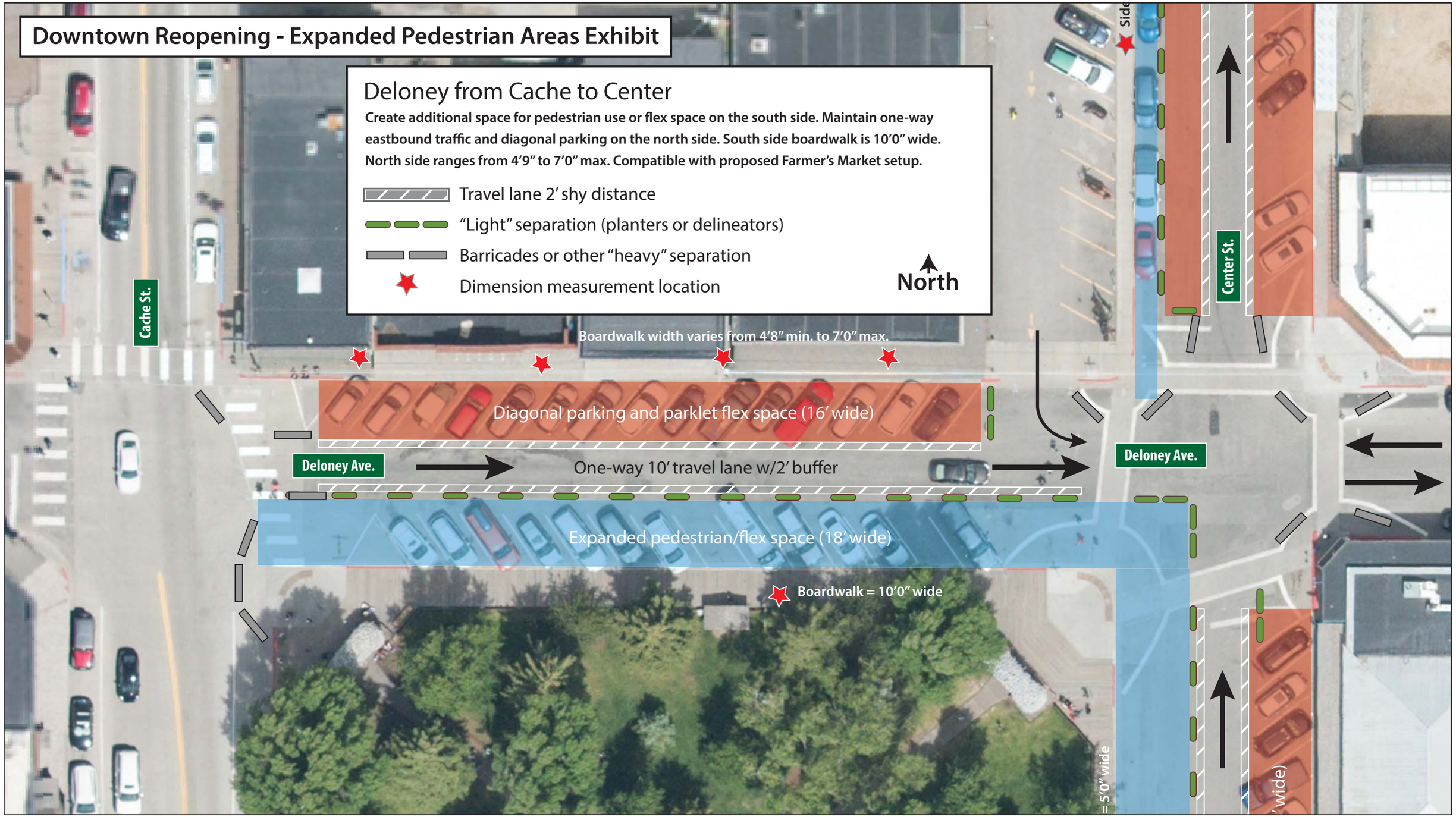
Expanded Pedestrian Areas
Parking/Flex Space
Travel lane 2' shy distance
"Light" separation (planters or delineators)
Barricades or other "heavy" separation
Dimension measurement location

North

# Downtown Reopening - Expanded Pedestrian Areas Exhibit



# Downtown Reopening - Expanded Pedestrian Areas Exhibit



# Downtown Reopening - Expanded Pedestrian Areas Exhibit

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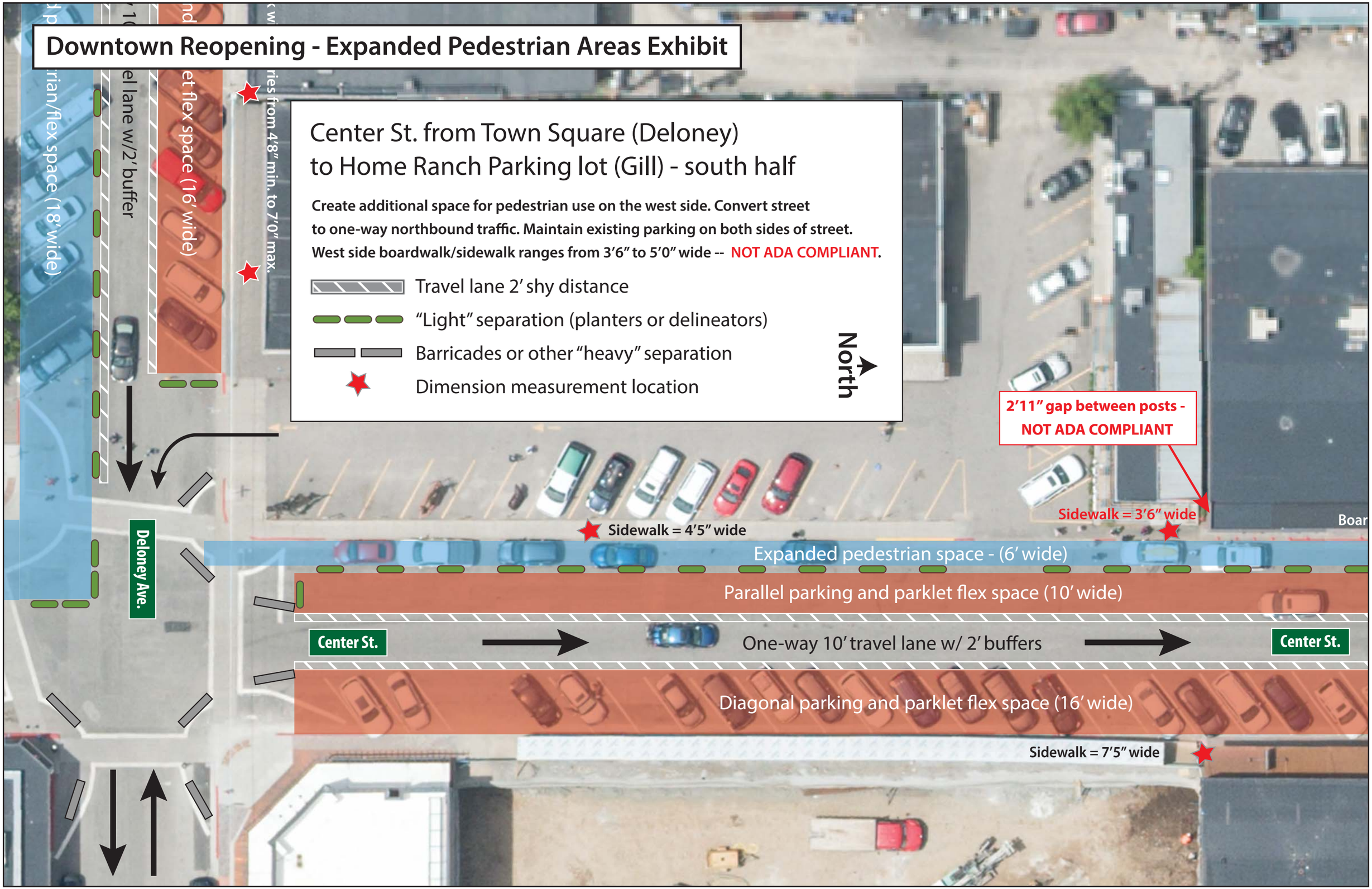


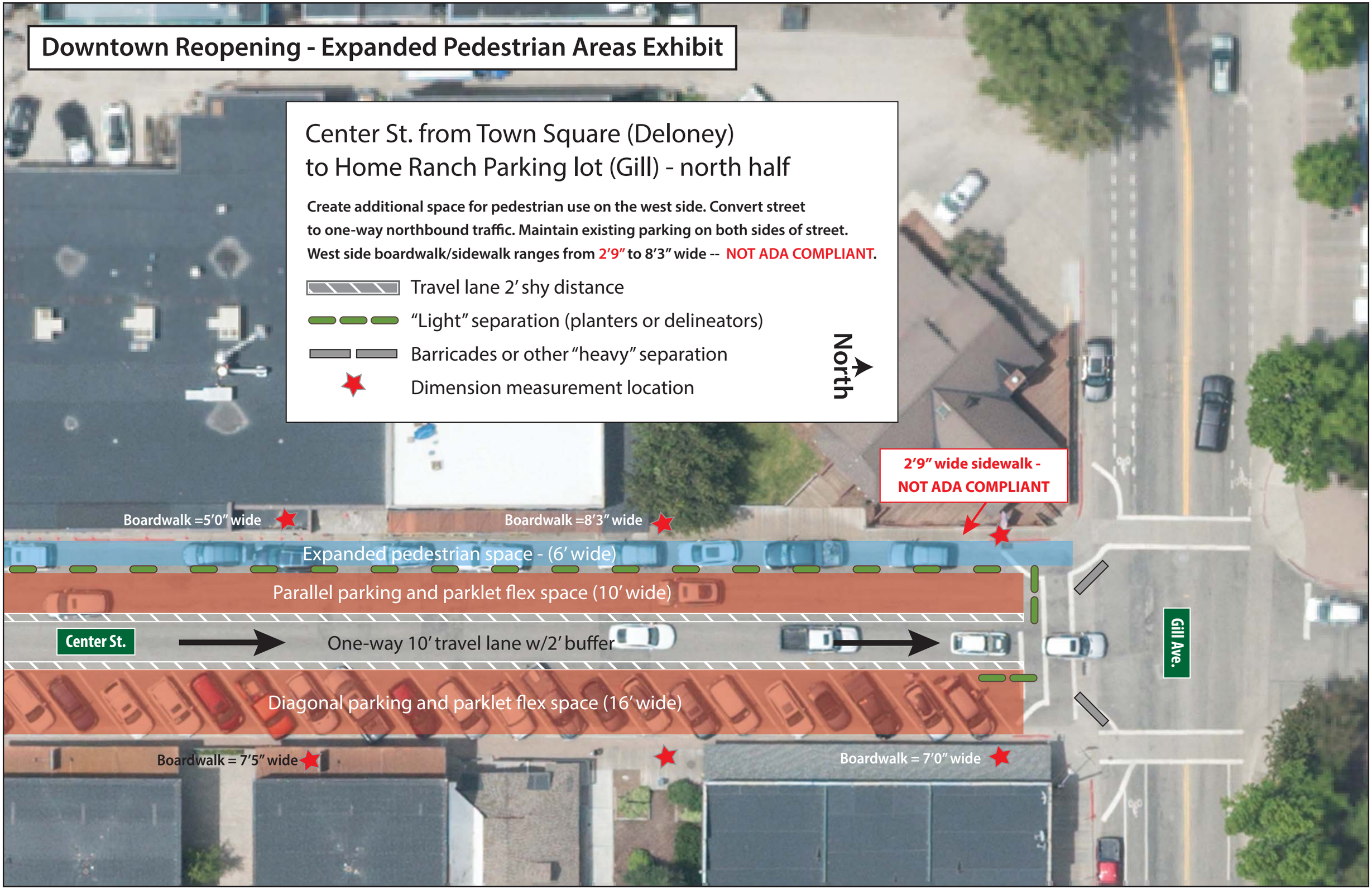
# Downtown Reopening - Expanded Pedestrian Areas Exhibit

## Center St. from Town Square (Deloney) to Home Ranch Parking lot (Gill) - north half

**Create additional space for pedestrian use on the west side. Convert street to one-way northbound traffic. Maintain existing parking on both sides of street. West side boardwalk/sidewalk ranges from 2'9" to 8'3" wide -- NOT ADA COMPLIANT.**

- Travel lane 2' shy distance
- "Light" separation (planters or delineators)
- Barricades or other "heavy" separation
- Dimension measurement location

North



**DOWNTOWN OPEN SPACE FURNITURE**

| LOCATION | QTY | Vendor | Model | Description | Color | Unit | Ext. | Shipping | Total Cost |
|---|---|---|---|---|---|---|---|---|---|
| Miller Park Tables | 6 | Coated Outdoor Furn | NA | E-series Steel Picnic Table/Diamond Pattern | Green | 789 | 4734 | 0 | 4734 |
| Miller Park Trash Rec. | 4 | Coated Outdoor Furn | RDT-GRN-32 | 32 Gallon Trash Rec./Dome Lid | Green | 445 | 445 | 0 | 1780 |
| Town Square Tables | 6 | Coated Outdoor Furn | NA | E-series Steel Picnic Table/Diamond Pattern | Black | 789 | 4734 | 0 | 4734 |
| Town Square Trash Rec. | 4 | Coated Outdoor Furn | RDT-BLK-32 | 32 Gallon Trash Rec./Dome Lid | Black | 445 | 445 | 0 | 1780 |
| Parklets Bistro Sets | 10 | Flash Furniture | NA | Flash 30" Bistro Table Set | Black | 226.29 | 2262.9 | 0 | 2262.9 |
| Parklet Trash Receptacles | 2 | Coated Outdoor Furn | RDT-BLK-32 | 32 Gallon Trash Rec./Dome Lid | Black | 445 | 445 | 0 | 1780 |
| | | | | | | | | **Total Cost** | **17070.9** |

Note: All items can be shipped within two days of ordering.

# Temporary Parklet Application

A Special Event Application Process

Submit form to cpelletier@jacksonwy.gov or Town Hall (150 East Pearl)

## Applicant Information

**Applicant Name:** _____

**Mailing Address:** _____

_____

**Applicant Phone:** _____

**Applicant Email:** _____

## Secondary / On-Site Contact

**Secondary Contact Name:** _____

(*Cannot be the same as the applicant. A secondary on-site contact.)*

**Secondary Contact Cell:** _____

**Secondary Contact Email:** _____

## Parklet Business Information

**Business / Establishment Name:** _____

**Parklet Name:** _____

*(If different than Business / Establishment Name)*

**Business Address**: _____

*(Where parklet will be located)*

_____

**Estimated Daily Attendance:** _____

*(Estimated number of people will you serve in the parklet throughout the day)*

**Maximum Occupancy at One Time:** _____

*(Maximum number of seats in the parklet you plan on filling at one time - keeping in mind social distancing requirements.)*

**Does the applicant own the space that the parklet will be located on?** _____ Yes _____ No

**Is the space that the parklet will be located on public property?** _____ Yes _____ No

**Is the parklet space adjacent to your existing business?** _____ Yes _____ No

*(A parklet located across a sidewalk from a business is considered "adjacent")*

## Property Authorization

For applicants requesting parklet activation on public property:
**Complete and submit the Parklet Property Authorization Form (APPENDIX A)**

For applicants requesting parklet activation on private property:
**Complete and submit a Letter of Authorization (APPENDIX B)**

## Parklet Dates and Times

**Start Date:** _____ **End Date:** _____

*Temporary Parklets not to extend past October 31, 2020*

**Setup Date:** _____ **Teardown Date:** _____

*Time need to set up / remove parklet elements*

**Which days of the week and hours of the day do you plan on activating the parklet?**

| | | (Opening at:) | (Closing at:) |
|---|---|---|---|
| _____ | Monday | _____ am / pm | _____ am / pm |
| _____ | Tuesday | _____ am / pm | _____ am / pm |
| _____ | Wednesday | _____ am / pm | _____ am / pm |
| _____ | Thursday | _____ am / pm | _____ am / pm |
| _____ | Friday | _____ am / pm | _____ am / pm |
| _____ | Saturday | _____ am / pm | _____ am / pm |
| _____ | Sunday | _____ am / pm | _____ am / pm |

## Parking Space Utilization

**How many parking spaces will be utilized to activate your parklet?** _____

*(A maximum of 3 parking spaces will be considered per parklet on public property. No limit to parklets on private property.)*

**The elements of the parklet will be:**

_____ All of the elements of the activation will be removed each day and stored during non-business hours.

_____ Some of the elements will be left within the permitted space during non-business hours.
(*Elements include café tables, chairs, bike racks, umbrellas, planters, approved signage, fencing, benches, etc.)*

**Activation Elements Include:** *(Please check all that apply)*

_____ Café Tables _____ Bike Racks _____ Chairs _____ Lights *(including decorative )*

_____ Benches _____ Umbrellas _____ Planters _____ Portable Heaters (*candles not allowed* )

_____ Decking Other Elements: _____

(Pop up tents and other similar overhead structures will not be permitted)

**Who will the parklet be available to?**

Will seating and tables be available for public use during non-operating hours? _____ Yes _____ No (**This is encouraged* )

Will the parklet be dedicated to patrons of the business during business hours? _____ Yes _____ No

Are you providing indoor restrooms/handwashing facilities for parklet patrons? _____ Yes _____ No

If yes, please identify where these facilities are located: _____

## Site Plan

The site plan should be a drawing with a legend indicating all elements of parklet perimeter, dimensions, café tables, chairs, benches, bike racks, proposed lighting (including decroative), umbrellas, planters, safety apparatus, proposed signage, portable heaters, hand sanitizer, location of fire hydrants, manholes, utility poles, utility boxes, etc. No tents or overhead structures will be permitted.

Parklets may not interfere with existing curb uses including designated fire lanes, loading zones, bus stops, taxi zones, handicap parking spaces, etc. Manhole covers, utility poles and utility boxes must remain accessible. Any electrical cords crossing pedestrian areas must be covered to prevent a tripping hazard. Parklets must not interfere with pedestrian traffic. Use of sidewalks for parklets are prohibited. Fire hydrants and FDC connections cannot be blocked. If enclosing a space with fence/railings there must be openings for egress of at least 36". Any partitions used must be flame rated.

Site plan should indicate efforts made to accommodate social distancing requirements. Must adhere to current State and County Health Orders including six foot spacing between patrons and pedestrians. Parklet activation shall reflect the permitted site plan.

**Complete and Submit a Site Plan Attachment with this Application.**

## Parklet Perimeter

A defined perimeter is required. Please identify how you will create and secure the perimeter of your parklet Please make sure your perimeter is identified on the site plan.

Here are some considerations:

Ensure people who use the parklets are safely buffered from traffic. A physical barrier is always required alongside the travel lane and adjacent to active parking spaces.

Parklets may not activate within 18" of a traffic lane. Provide an unoccupied 2 foot buffer along the sides where a parklet borders an active parking area.

Install wheel stops on the short ends of parklets adjacent to parallel parking.

**Perimeter Types:** *(Please check all that apply)*

_____ Planter Boxes _____ Barricades _____ Fencing *(not exceeding a height of 42")*

_____ Bike Racks _____ Jersey Barriers _____ Wheel Stops

Other *(Please list)* : _____

**Please explain in more detail how you will secure the perimeter of the parklet.**

*(This may include fencing, signage, security, etc… Perimeter elements may not exceed 42" in height)*

## Food, Beverage, and Merchandise

**What type of establishment will be activated?**

_____ Restaurant _____ Retail (*non food/beverage* ) _____ Grocery

_____ Bar Other (*Please list* ) _____

**What is your parklet model?**

_____ Full Service *(Food/Beverage* ) _____ TO GO Service Only *(Food / Beverage)* _____ Retail / Merchandise (*No alcohol sales* )

Other: _____

For Full Service (Food / Beverage) Parklets - Explain how food, drinks, and tableware will be protected.

_____

_____

For Full Service Parklets - please contact Teton County Environmental Health (732-8490) for further information.

**Will you have alcohol for consumption at your parklet?**

_____ No _____ Yes, beer and wine _____ Yes, beer, wine and mixed beverages

Name of liquor license holder: _____

24-Hour alcohol beverage permit attached? _____ Yes _____ No (**24 Hour Permit - APPENDIX C**)

*(24-hour permit necessary if not a current liquor license holder or if parklet is not adjacent to property)*

**What types of food will be sold?**

_____ None

_____ Produce (*whole/uncut only* )

_____ Dry Goods (*goods that can be stored at room temperature* )

_____ Non-Time and Temperature Controlled Foods *(pre-packaged food from the manufacturer* )

_____ Food prepared in a permitted food facility and served directly to the consumer for immediate consumption.

_____ Other (*please explain* ): _____

**Applicant must acknowledge that they will not store, setup, display, or sell any Time/Temperature controlled for food safety items in the parklet** (except for restaurants serving TO GO or serving directly to the consumer for immediate consumption). **There shall not be any food preparation in the parklet.**

**Do you acknowledge that you have read, understand, and will be able to abide by the above Time/ Temperature Controlled Statement?** _____ Yes _____ No

**If activating a retail parklet, please list all of the types of sales merchandise.**

## Amplified Sound

**Will your parklet have amplified sound?** _____ Yes _____ No

*(A temporary parklet permit does not override the Town of Jackson Municipal Code on Noise Regulations)*

**What type of amplified sound will you have?** _____

_____

*Outdoor amplified sound is permitted between the hours of 8 a.m. and 10 p.m.*

## Temporary Signage

**Will you have temporary signage at your parklet?** _____ Yes _____ No

*All signage must be located inside of the parklet perimeter.*
*Signage is not allowed on adjacent sidewalk or boardwalk.*
*Signage shall not exceed 8 square feet.*
*Temporary banners will not be permitted. A temporary banner is a sign which is constructed of pliable materials such as canvas, fabric, vinyl plastic or similar materials.*

## Acknowledgement / Signature

By signing this document, I certify that the information provided above is correct, complete and accurate.
I acknowledge having read and understood the information contained in this application.

**I agree to submit any additions/revisions in writing to the Town of Jackson.**

I agree to conduct my parklet in compliance with all applicable codes, ordinances, and laws and the conditions contained in the parklet permit.

The Town of Jackson will communicate directly with persons named on the application only, unless additional contacts are provided in writing by the applicant.

This permit is subject to all standard conditions listed in this application. This permit may be revoked by the Town of Jackson at any time for any reason including not following standard conditions set forth in this application or for not complying with Town of Jackson Municipal Code.

This permit and application may be modified by the Town of Jackson at any time.

**Applicant's Signature (contact person or secondary contact only) required.**

_____

Signature Date

_____

Printed Name

## Indemnification and Waiver

In consideration for the Town of Jackson's issuance of the permit for the permitted activity, the Host Applicant agrees to indemnify, defend and hold harmless the Town of Jackson and all of its elected officials officers, agents, representatives and employees against any and all suits, including attorney's fees, causes of action or claims for injuries, damages, costs and expenses to persons or property, whether public or private, that may arise out of, or any activity constituting a part of, the Special Event, or any act, negligence, omission or misconduct of the Applicant or its officers, members, agents, representatives, contractors, subcontractors, invitees or employees. Notwithstanding the foregoing, the above shall not be construed to and shall not impose an obligation to indemnify and save harmless the Town or any of its elected officials, officers, agents or employees from any claim, loss, damage, liability or expense arising from any gross negligence by the same.

The provisions of this Indemnification and Waiver are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity, and shall survive termination or expiration of this Indemnification and Waiver.

By signing the Indemnification and Waiver above, the Applicant certifies that the information provided to the Town of Jackson is correct; the Applicant has read and understood the information contained in this Indemnification and Waiver; and the Applicant agrees to conduct the Special Event in compliance with all applicable local codes and ordinances, state and federal laws.

**Do you acknowledge that you have read, understand, and will abide by the above Indemnification and Waiver clause?** _____ Yes _____ No

## Insurance Certificate

An insurance certificate that 1) names the “Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers” and 2) states that coverage is "primary and non-contributory" is required for every parklet. Insurance limits must be at least $1,000,000 per 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. You must include alcohol liability if there will be alcohol in the parklet. You must provide the insurance certificate to the Town of Jackson.

## Standard Conditions

All town ordinances shall apply to all parklets.

The applicant shall be responsible for the collection and removal of all refuse generated by the parklet.

If recyclable materials are generated from the parklet operations, then the applicant is required to provide recycling containers and provide for the removal of all recycled material.

Trash and recycling containers shall not be permitted to overflow.

All 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.

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.

All electrical/temporary power shall be in accordance with the current National Electric Code and subject to inspection from the Fire Department.

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

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.

Customers shall not be permitted to leave the parklet perimeter with open alcohol containers.

The applicant shall not use temporary banners in or on the perimeter of the parklet.

Temporary signs in the perimeter of the parklet shall be limited to a total of 8 square feet.

All temporary signage must be located inside of the parklet perimeter.

Parklet perimeter fencing may not exceed 42".

Parklets must be inspected by Town staff prior to activation.

The Town of Jackson has the right to inspect parklets at any time.

Parklet permits may be revoked by the Town of Jackson.

There shall not be any food preparation in the parklet.

## Appendix A

Parklet Property Authorization - All parklets Requesting Use of Public Property

**Permits will be issued for space adjacent to existing businesses to supplement their existing primary use.**

Secure permission from the property owner and/or tenant if utilizing any public property that is not adjacent to and/or abutting your establishment.

If your activation requires use of indoor restrooms and hand washing facilities in another establishment, please include authorization for those facilities.

**This form is to be completed by the property OWNER, TENANT, or SUBTENANT.**

**Parklet Name**: _____

**Parklet Start Date:** _____

**Authorization Given To:** _____
(*Applicant/Establishment Name requesting authorization* )

**Applicant Name:** _____
(*Who you are authorizing)*

**Property Owner or Tenant/Subtenant Business Name:** _____

**Person Authorizing Permission:** _____

**Phone:** _____ **Email:** _____

**Property Address:** _____

_____

**Authorizing Permission:**

_____ I am giving permission for parklet activation in front of my business.

_____ I own the property where parklet will be located and authorizing use of property.

_____ I own the property where parklet will be adjacent to and I authorize use of space.

**Signature:** _____ **Date:** _____

**Printed Name:** _____

## Appendix B

Letter of Authorization - All Parklets Requesting Use of Private Property

_____,"Owner" whose address is: _____

_____

(*Name of all individuals or entities owning the property)*

_____, as the owner of the property more specifically legally described as: _____

*(If too lengthy, attach description)*

**Hereby Authorizes _____ 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:*** _____

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

STATE OF_____ )
)SS.
COUNTY OF_____ )

The foregoing instrument was acknowledged before me by _____this_____day of _____,20_____

**WITNESS my hand and official seal.**

_____ (Seal)

**(Notary Public) My commssion expires:**

**APPENDIX C**

24 - Hour Liquor Permit

[24- Hour Liquor Permit Application and Instructions on following pages]

# 24-Hour Alcoholic Beverage Permit Application Packet

## Instructions:

1) Complete each section of the application to apply for any of the 4 types of a 24-hour, temporary alcoholic beverage permit. Incomplete applications will delay review.

2) Allow the appropriate number of days to process the application as listed beside each permit type.

3) All permits except the Catering Permit require Town Council approval and will be placed on the next available agenda.

4) Catering Permits may be issued by the Town Clerk upon successful review.

5) Catering Permits require an authorized signature from a retail or resort liquor license holder. Please note that not all licensees may agree to use their liquor license for a catering permit.

   Town Licensees:

| *License Holder Name* | *Doing Business As Name* | *Address* | *Telephone #* |
|---|---|---|---|
| CRU LLC | BIN 22 | 200 W BROADWAY | (307) 739-9463 |
| BUD'S EASTSIDE LLC | BUDS EASTSIDE LIQUOR | 582 E BROADWAY | (307) 733-1181 |
| BOCHICCHIO INC | CREEKSIDE MARKET & DELI | 545 N CACHE ST #8 | (307) 733-7926 |
| CUTTY'S BAR & GRILL LLC | CUTTY'S | 1140 W HWY 22 | (307) 201-1079 |
| ANVIL HOTEL PARTNERS LLC | GLORIETTA | 242 N GLENWOOD ST | (307) 733-3668 |
| HOTEL JH LLC | HOTEL JACKSON | 120 N GLENWOOD | (307) 733-2200 |
| WYOMING GROCER LLC | JACKSON WHOLE GROCER | 1155 S HWY 89 | (307) 733-0450 |
| JACKSON LIQUORS LLC | KJ'S PHILLIPS 66 | 1055 W BROADWAY | (307) 733-4666 |
| LIQUOR STORE OF JACKSON HOLE INC | THE LIQUOR STORE | 115 BUFFALO WAY | (307) 733-4466 |
| COWBOY LIQUOR LLC | MILLION DOLLAR COWBOY BAR | 25 N CACHE ST | (307) 733-2207 |
| PLAZA LIQUOR LLC | PLAZA LIQUOR | 832 W BROADWAY | (307) 733-8888 |
| PINK GARTER LLC | THE ROSE | 50 W BROADWAY UNIT 201 | (307) 733-1500 |
| NEB LLC | SIDEWINDERS | 945 W BROADWAY | (307) 734-5766 |
| SILVER DOLLAR INC (THE) | SILVER DOLLAR BAR | 50 N GLENWOOD | (307) 733-2190 |
| SMITHS FOOD & DRUG CENTERS INC | SMITHS FOOD & DRUG | 1425 S HWY 89 | (307) 733-8908 |
| SNAKE RIVER CORPORATION | SNAKE RIVER GRILL | 84 E BROADWAY | (307) 733-0557 |
| VFJH LLC | SPIRITS & SPICE | 80 W BROADWAY UNIT 101 | (307) 734-1535 |
| FLAT CREEK DEVELOPMENT COMPANY | VIRGINIAN TAVERN | 750 W BROADWAY AVE | (307) 733-2792 |
| SNOW KING MOUNTAIN RESORT LLC | KINGS GRILL | 402 E SNOW KING AVE | (307) 203-7911 |
| ACP LJH 80 SCOTT HOLDINGS LLC | LODGE AT JACKSON HOLE | 80 S SCOTT LN | (307) 739-9703 |
| JOHNSON RESORT PROPERTIES | RUSTIC INN | 425 N CACHE | (307) 739-8799 |
| BENCHMARK HOSPITALITY OF WYOMING LLC | SNOW KING RESORT | 400 E SNOW KING | (307) 733-5200 |

6) Submit the completed application by fax, email, or in person:
   Fax: 307-739-0919 Town Hall: 150 East Pearl Avenue
   Email: sbirdyshaw@jacksonwy.gov

7) For further information please call the Town Clerk at (307) 733-3932 ext. 1113.

8) Pick up your permit certificate when you are notified it is ready and display it during your event.

# 24-HOUR ALCOHOL BEVERAGE PERMIT APPLICATION

Application for authorization to sell or serve alcoholic beverages at an event, under the temporary permit-type selected below.

Fee $_____

Date Pd:_____

| **APPLICANT.** | |
|---|---|
| Name of Person Requesting Permit: *please print* | |
| Organization: | Phone: |

| **EVENT INFORMATION.** Complete the following information about the event. | | | |
|---|---|---|---|
| Name of Event: | | Purpose: | |
| Held at: *business name* | | List the **Date(s)** and **Hours** that Alcohol will be Available: | |
| Address: *location to be permitted* | | | |
| Anticipated number of attendees at any given time: | | | |

**SELECT THE TYPE OF 24-HOUR PERMIT.** Refer to Application Packet for details about each permit type.

| | |
|---|---|
| ❑ **CATERING PERMIT** - *allow 3 days for processing*<br>$20.00 per day<br>For the sale or serving of alcoholic product which was purchased from the retail or resort liquor license holder who authorized this permit application. | This permit must be agreed to and authorized by a current retail or resort liquor license holder.<br>**Name of Retail or Resort Liquor License Holder:**<br>**Authorized Signature:** _____<br>**Print Name:** _____ |
| ❑ **MALT BEVERAGE PERMIT** - *allow 21 days for processing*<br>$50.00 per day<br>For the sale or serving of only malt beverages. | Applicant must submit proof of current alcohol server education training with this application. |
| ❑ **MALT BEVERAGE PERMIT FOR A MICROBREWERY** - *allow 21 days for processing*<br>$50.00 per day<br>For the sale or serving of only the microbrewery's own brewed malt beverage product away from their licensed premises. | **Permitted Microbrewery Only**<br>Applicant must submit proof of current alcohol server education training with this application.<br>**Authorized Signature:** _____<br>**Print Name:** _____ |
| ❑ **MANUFACTURER'S OFF-PREMISES PERMIT** - *allow 21 days for processing*<br>$50.00 per day<br>For the sale or serving of only the manufacturer's own Wyoming manufactured product away from their licensed premises. | **Licensed Manufacturer Only**<br>**Authorized Signature:** _____<br>**Print Name:** _____ |

All permit holders are responsible for abiding by all applicable alcohol dispensing regulations. These regulations include, but are not limited to:

- Confirm age of participants by checking identification; ensure minors are not served alcohol.
- Complimentary alcohol is not available for self-service.
- Control pouring to curb overserving individuals.
- Prohibit participants from leaving the permitted location with alcohol.
- Non-alcoholic beverage options are encouraged.

By filing this application, I agree to comply with State and Local Liquor Regulations regarding the sale and service of alcoholic beverages.

_____

*Applicant's signature* *Date*

## Permit Descriptions:

**Catering Permit.** Wyoming Statute 12-4-502

A catering permit authorizing the sale of alcoholic and malt beverages may be issued to any person holding a retail or resort retail liquor license authorizing the off-premises sale of both alcoholic and malt beverages, for sales at meetings, conventions, private parties and dinners or at other similar gatherings not capable of being held within the licensee's licensed premises.

No licensee holding a catering permit shall sell or permit consumption of any alcoholic or malt beverage off the premises described in the permit.

The permits authorized by this section shall be issued for one (1) twenty-four (24) hour period. No person or organization shall receive more than a total of thirty-six (36) catering permits for sales at the same premises in any one (1) year.

**Malt Beverage Permit.** Wyoming Statute 12-4-502

A malt beverage permit authorizing the sale of malt beverages only, may be issued by the licensing authority to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering.

No person or organization holding the malt beverage permit shall sell any alcoholic liquor other than malt beverages on the premises described on the permit, nor shall any malt beverage be sold or consumed off the premises authorized by the permit.

The permits authorized by this section shall be issued for one (1) twenty-four (24) hour period. No person or organization shall receive more than a total of twelve (12) malt beverage permits for sales at the same premises in any one (1) year.

Jackson Municipal Code requires applicants for Malt Beverage Permits to have successfully completed an alcohol server education course approved by the Wyoming Liquor Division or the Jackson Police Department. Proof of current Alcohol Server Training Certification is required as part of the malt beverage permit application. (JMC 6.50.020)

**Malt Beverage Permit for a Microbrewery.** Wyoming Statute 12-4-412

The holder of a microbrewery permit under this section may also hold a malt beverage permit under W.S. 12-4-502 for the purpose of selling its own brewed malt beverages.

Jackson Municipal Code requires applicants for Malt Beverage Permits to have successfully completed an alcohol server education course approved by the Wyoming Liquor Division or the Jackson Police Department. Proof of current Alcohol Server Training Certification is required as part of the malt beverage permit application. (JMC 6.50.020)

**Manufacturer's Off-Premises Permit.** Wyoming Statute 12-2-203

The local licensing authority may issue to a manufacturer licensee who is a federally licensed distiller or rectifier: A manufacturer's off-premises permit authorizing the permittee to sell product manufactured at the site identified on the manufacturer's license only for sales at meetings, conventions, private parties, dinners, and other similar gatherings to promote their product.

No permittee holding a manufacturer's off-premises permit shall sell or permit consumption of any of their manufactured product off the premises described in the permit.

An off-premises permit shall be issued for one (1) twenty-four (24) hour period. No holder of a manufacturer's license shall receive more than twelve (12) off-premises permits in any one (1) calendar year.

# TOWN OF JACKSON
# TOWN COUNCIL
## AGENDA DOCUMENTATION

**PREPARATION DATE: May 28, 2020**
**MEETING DATE: June 1, 2020**

**SUBMITTING DEPARTMENT: Community Development**
**DEPARTMENT DIRECTOR: Tyler Sinclair**
**PRESENTER: Tyler Sinclair**

**SUBJECT: C20-001: Re-opening Town Businesses**

STATEMENT/PURPOSE

For Council to provide staff direction on proceeding with Town COVID-19 business support projects aimed at supporting the re-opening of Town businesses in response to COVID-19.

BACKGROUND/ALTERNATIVES

At the May 18 Town Council workshop, Council and staff discussed possible ways the Town could support local businesses as they re-open for the summer tourist season with restrictions and limitations as a result of COVID-19. The goal for the Town's efforts would be to:

- Provide a safe, clean and inviting atmosphere addressing social distancing guidelines of maintaining 6 feet between individuals in our downtown and throughout town
- Support our local economy through our critical Summer season

Based upon Council direction, staff put together the following seven (7) projects for Council consideration on ways the Town could support these efforts:

1. Signage and Messaging
2. Use of Public Spaces
3. Food Trucks – Private Property
4. Food Trucks – Public Property
5. Extended Sidewalks/Street Closure on Center Street and Deloney
6. Parklets in Town Right of Way for restaurant seating, retail display, office space, flex spaces, etc.
7. Downtown Cleaning and Sanitizing

Please see attached to this report a project description for each topic outlining the goal of the project, impacts to Town staff and funding, permitting process and overall pros/cons.

In preparation for the meeting Council should consider the following questions for each proposed project:

- Should the Town proceed to implement the project?
- What requirements and/or limitations should be placed on the project?
- What limitations regarding Town staffing and funding should be placed on the project?
- Who can apply?
- Etc.

In addition, to the above projects staff considered but are not proposing the following projects at this time due to the amount of staff time and funding involved:

- Use of Town Parks and other Town property for temporary retail sales or events.
  - Should another organization choose to organize and coordinate this type of project(s) Town staff would assist in processing the required Special Event Permit(s).
- Complete or Partial Closure of Town Streets above and beyond that presented above.
  - Staff has not pursued this idea further having received feedback that consensus among businesses on the merits of this idea are mixed

In support of Project #6: Parklets in Town Right of Way, staff has completed a grant application to the Wyoming Business Council for Placemaking. Please see the attached application form for further details including the required Town matching fund requirement. Staff has provided a motion related to the submission of this application below.

## COMPREHENSIVE PLAN ALIGNMENT

Staff finds the proposed projects are in alignment with Chapter 6: A Diverse and Balanced Economy and Chapter 8: Quality Community Service Provision.

## STAKEHOLDER ANALYSIS

Stakeholders involved in this issue include all Town residents, the business community and visitors.

## FISCAL IMPACT

Below staff have provided an estimated fiscal impact by individual project:

1. Signage and Messaging - $500.00
2. Use of Public Spaces - $500.00
3. Food Trucks – Private Property – N/A
4. Food Trucks – Public Property - $500.00 - $2,000.00
5. Extended Sidewalks/Street Closure on Center Street and Deloney - $2,000.00 - $50,000.00
6. Parklets in Town Right of Way for Private Use - $500.00
7. Downtown Cleaning and Sanitizing - $3,000.00 - $5,000.00

**Total: $7,000 - $55,500**

## STAFF IMPACT

Please see individual project descriptions.

## LEGAL REVIEW

On-going. The Town Attorney has been involved in the preliminary discussions on these projects. Based upon Council direction further significant review and consideration may be required.

## ATTACHMENTS

- Project Descriptions
  1. Signage and Messaging
  2. Use of Public Spaces

3. Food Trucks – Private Property
4. Food Trucks – Public Property
5. Extended Sidewalks/Street Closure on Center Street and Deloney
6. Parklets in Town Right of Way for restaurant seating, retail display, office space, flex spaces, etc.)
7. Downtown Cleaning and Sanitizing

- Wyoming Business Council – Placemaking Grant Application
- Town Council Workshop Staff Report, dated May 18, 2020

## RECOMMENDATION

Staff recommends Council direct staff to proceed with the Town COVID-19 business support projects as described in this report.

## SUGGESTED MOTIONS

**Item A**
I move to direct staff to implement the following Town COVID-19 business support projects as described in this report and as directed by Council at this meeting:

1. Signage and Messaging
2. Use of Public Spaces
3. Food Trucks – Private Property
4. Food Trucks – Public Property
5. Extended Sidewalks/Street Closure on Center Street and Deloney
6. Parklets in Town Right of Way for restaurant seating, retail display, office space, flex spaces, etc.)
7. Downtown Cleaning and Sanitizing

**Item B**
I move to approve of the grant submittal to the Wyoming Business Council for adding 'parklets' in the downtown in the amount of $2500 which requires a $250 match from the Town of Jackson and authorize Mayor Muldoon to execute any and all documents associated with that grant application submittal.

**Town Re-Opening**
**Project Overview**
**#1 Signage and Messaging**

**Project Description?** Recognizing current public health guidelines and shifts in use around the downtown corridor, the Town of Jackson plans to provide messaging about wearing masks, keeping distance, and general hygiene expectations for locals and visitors. Such signage has already been created and will be distributed to businesses and posted around town.

In addition, with new parklets and other activated spaces, town staff will create explanatory signs encouraging people to utilize spaces as well as wayfinding signs to parks and opens spaces where people can enjoy being outside while keeping physical distance between themselves and others.

**Who Can Apply?** Signs about public health guidelines will be provided to any business that might be interested in posting them in their establishments.

**Who will be the Responsible Town/Joint Department? Who is the Project Manager?** Community Development, specifically Susan Scarlata, will be responsible for creating and distributing signage and overall project management.

**What other Departments will need to be involved? How?** Support will be sought, when needed, from the Town's PIO, Carl Pelletier.

**What is the anticipated Staff Impact of the Project?** Staff anticipates a few hours to distribute signs, a few hours to create new signs for wayfinding and explanations, and a few hours for installation. This should not be arduous or take too much time.

**What is the fiscal impact to the Town?** $500 for printing and laminating signs

**What is the Review Process for the Project? Required Application? Fee? Time to Review? etc.** An application and review will not be needed. Instead, Susan and Carl will stop by businesses, offer signs, and distribute to any business that is interested.

**What are the pros and cons of providing the program?** Pros will be visitors and locals understanding expectations concerning behaviors in terms of both public health guidelines, use of newly activated spaces, and where else to go to enjoy being outside.

**Other?**

**<u>Town Re-Opening</u>**
**<u>Project Overview</u>**
***<u>#2 Use of Public Spaces</u>***

*<u>Town Core-</u>*
*Miller Park*
*North Park*
*Center for the Arts Lawn*
*Town Square*
*Town Hall Lawn*
*TC General Services Lawn*

*<u>Town Non-core-</u>*
*Powderhorn Park (*Camp Jackson During the Day)*
*Phil Baux park*
*Wayne May Park*
*Mike Yokel Park (*Camp Jackson During the Day)*
*Garaman Park*
*Maple Way Post Office lawn*
*Fairgrounds*

**Project Description?** *Public green spaces can be utilized for gathering helping to support carry-out dining and socially distant gathering. The sites identified could be utilized passively for community use. The following project components may be considered to help support and better accommodate passive use:*

***1. Wayfinding Signage: Installation of directional signage from the town core to the identified public spaces.***

**2. Portable Picnic Tables: Providing additional tables at the public spaces.**

**Who Can Apply?** *Public spaces can be utilized by all for passive use. .*

**Who will be the Responsible Town/Joint Department? Who is the Project Manager?**
*Parks and Rec., Public Works, and Pathways*

**What other Departments will need to be involved?**
*TOJ Admin., Legal, and Police.*

**What is the anticipated Staff Impact of the Project?** *Utilization of public spaces for passive enjoyment will have minimal operational impact. Tables shall be portable and easily moved by staff during maintenance. Additional trash collection may be required depending on the intensity of use. Installation of wayfinding signs will require the largest amount of staff time for installation.*

**What is the fiscal impact to the Town?** *Capital cost would be the addition of public picnic tables and trash receptacles, and the purchase of wayfinding signs. Tables are approximately $450 each. Tables are square with singular seats on each side. The estimated number of tables for facility capacity is 24 for core facilities, and 20 for non-core facilities. Wayfinding signs range in cost from $65 to $125 each. Staff estimates 24 signs.*

**What is the Review Process for the Project? Required Application? Fee? Time to Review? etc.**
*Passive use does not require a review process*

**What are the pros and cons of providing the program?** *The primary pro is activating our public spaces to allow the community to gather in a socially distant manner, along with supporting restaurant take-out dinning. The cons to the program are increased operation maintenance and capital furniture/sign costs.*

**Town Re-Opening**
**Project Overview**
**#3 Food Trucks on Private Property**

**Project Description**
The purpose of this project is for the Town to allow additional economic opportunities and flexibility for food trucks to locate on commercial private property and private parking lots throughout town. Food trucks will provide additional food options for tourists and locals to enjoy while promoting "social distancing" and while restaurants cannot be at full capacity.

General concept: The Town would allow existing restaurants (or possibly any food truck owner) to use private commercial property/commercial parking areas by applying for a Basic Use Permit (BUP) and an Administrative Adjustment, if necessary, to modify parking requirements where parking is being reduced. All private commercial parking areas may be considered provided food trucks can be located safely.

Timing of food truck operation:
- Through October 31, 2020;
- All days
- Daily: 8am – 9pm

**Who Can Apply?**
One clear option would be to allow only those with Town Business License for a restaurant (brick and mortar restaurant) and Food Truck License from the Teton County Environmental Health Department to participate in this program. Or, we could expand to also allow any food truck not associated with a brick and mortar restaurant to participate.

> **Note:** *According to the TC Environmental Health Department, there are only about 3 or 4 food trucks that are currently licensed and associated with a brick and mortar restaurant in the Town. However, there are about another 10 food trucks that are licensed and not associated with a brick and mortar restaurant.*

**Who will be the Responsible Town/Joint Department? Who is the Project Manager?**
The Town Planning Department would be the lead department.

In addition, each food truck will need to submit a Food Truck Permit Application (Mobile Food Preparation Vehicle Checklist) to Jackson Hole Fire/EMS for approval (this is different than the required license from the TC Environmental Health Department.)

**What other Departments will need to be involved? How?**

The Primary other departments involved will be those responsible for health and safety, such as the Fire Marshall, police, and the TC Environmental Health Department.

**What is the anticipated Staff Impact of the Project?**
The number of staff hours required will depend on the number of applications the Town receives, which is unknown at this time. However, staff understands that there are not a lot of existing food trucks eligible for this program (see limits above on who can apply and number of existing licenses). Total staff

time to review each BUP and Administrative Adjustment could vary significantly, but could be approximately 3 - 7 hours per application, with additional staff time likely from the Police and Environmental Health Departments to monitor compliance of the food trucks with ongoing safety requirements and any conditions of approval.

No reduction in the existing level of service is expected in any Town Department due to allowing food trucks as proposed.

**What is the fiscal impact to the Town?**
Other than additional staff time, no additional or separate expenditure of public funds should be required to facilitate the food truck program. On the revenue side, additional foods sales would result in a proportional increase in sales tax.

**What is the Review Process for the Project? Required Application? Fee? Time to Review? etc.**
Each food truck seeking to operate will first need a valid Town Business License and a Food Truck License from the Teton County Environmental Health Department. In addition, they will need to get a BUP (see above answer), which costs $500. The Administrative Adjustment fee is also $500 but the two fees could be consolidated into one $500 fee. The review time varies a bit, but our goal would be to get these reviewed in 2 – 3 weeks.

Finally, each food truck will need to submit a Food Truck Permit Application (Mobile Food Preparation Vehicle Checklist) to Jackson Hole Fire/EMS for approval. There is no fee for this application.

**What are the pros and cons of providing the program?**

- The pros are that food trucks will increase the capacity of existing restaurants to serve food and make money, while still complying with social distancing requirements. This will increase economic activity in the Town and provide a more active and enjoyable experience for visitors and locals alike.
- The cons are that the food trucks could create conflicts with parking, traffic flow, neighboring property owners, cause litter, and create other annoyances if not done right. Also, depending on who is ultimately allowed to have a food truck, existing restaurants could feel that food trucks are unfairly competing against them.

**Other? *What other considerations should the Town be aware of regarding the Project***

Trash: Additional food trucks could cause a significant increase in food-related trash, requiring additional trash receptacles and trash pick-up by private property owners and/or food truck vendors.

**Key Questions for Council**

- Who should be eligible for program – only existing brick and mortar restaurants? All food trucks in Teton County? Those based outside of Teton County?
- Are certain commercial areas not appropriate for food trucks?
- Are staff's suggested time limits appropriate?
- Should Council waive all or some application fees related to food trucks?

**Town Re-Opening**
**Project Overview**
**#4 Food Trucks – Public Property**

**Project Description**
The purpose of this project is for the Town to allow additional economic opportunities and flexibility for food trucks to locate in the Town ROW (mostly downtown). Food trucks will provide additional food options for tourists and locals to enjoy while promoting "social distancing" and while restaurants cannot be at full capacity. Guidance for food trucks to locate in private parking lots is provided in a separate project.

General concept: The Town will designate locations on public property (e.g., on-street parking, parking lots) where food trucks can locate with a Special Events Permit (SEP). The approved SEP would not designate a particular parking space for each food truck but would allow each permitted food truck to choose any approved location on a first come – first served basis. In terms of timing, the Town will set a clear end date (e.g., October 31, 2020) and daily time restrictions to govern when food trucks may operate. Thus, as long as food trucks are located on an approved block during the approved hours, etc., they are fine.

Staff has used the following criteria for determining appropriate locations for food trucks:

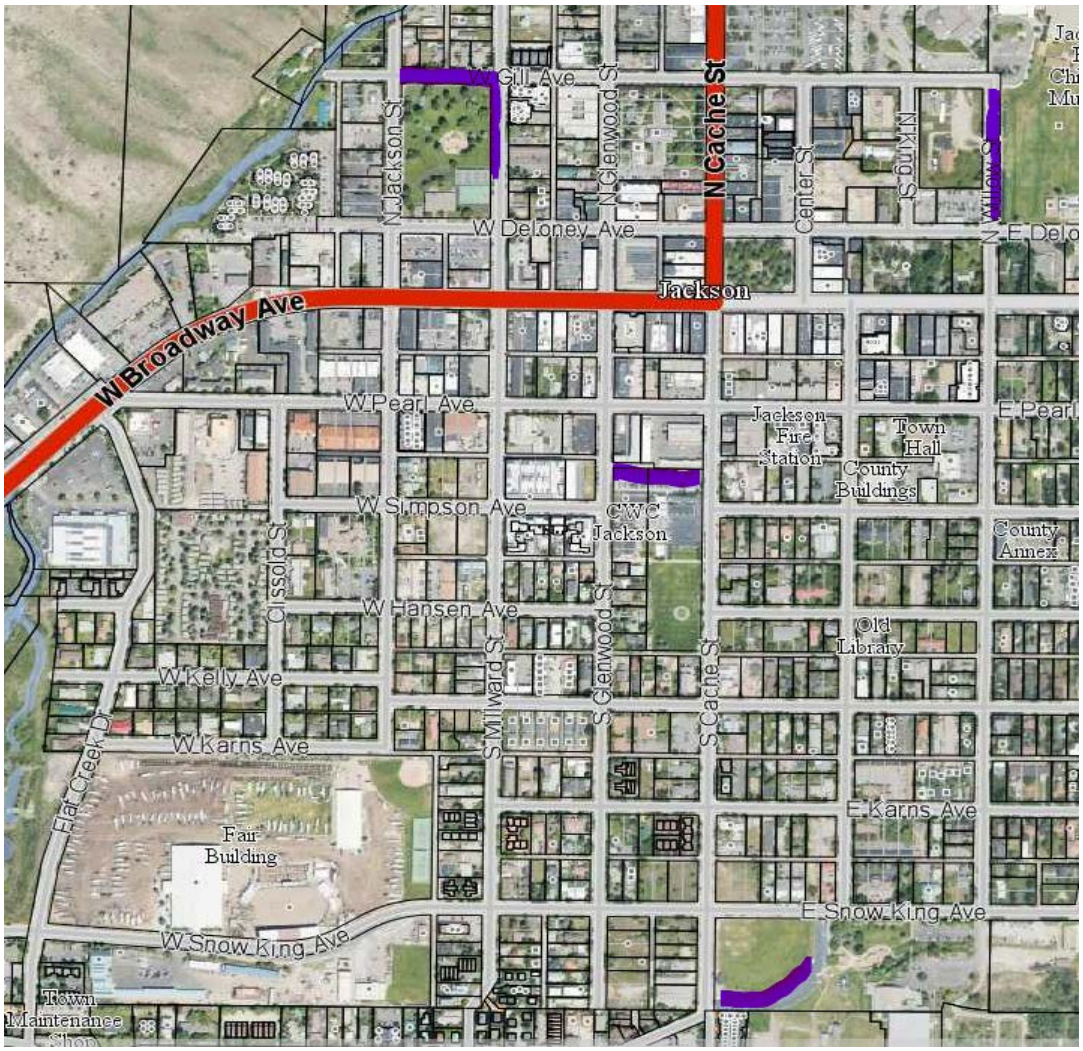
- Adequate ROW width to accommodate food trucks and patrons;
- Close to public bathrooms;
- Close to convenient area/open space to sit and eat food;
- Not immediately adjacent to an existing restaurant

Based on these criteria, staff recommends that the following locations be eligible for food trucks (see map below):

- N. Willow Street (between Deloney and Gill) on the east side of the street only
    - 400 lineal feet
- Miller Park – Gill Avenue (south side of street) and N. Millward (west side of street)
    - 500 lineal feet
- Phil Baux Park – Internal parking area
    - 300 lineal feet
- Center for the Arts – South Cache Street and/or parking lot
    - 300 lineal feet
- Powderhorn Park – Alpine Lane (south side of street)
    - 300 lineal feet
- Other?

Timing of food truck operation:

- Through October 31, 2020;
- All days
- Daily: 8am – 9pm


W Broadway Ave
N Cache St
Jackson
W Gill Ave
N Jackson St
N Glenwood St
Center St
N King St
W Deloney Ave
E Deloney Ave
W Pearl Ave
E Pearl
Jackson Fire Station
Town Hall
County Buildings
W Simpson Ave
CWC Jackson
County Annex
Cissold St
W Hansen Ave
Old Library
W Kelly Ave
S Millward St
S Glenwood St
S Cache St
W Karns Ave
Flat Creek Dr
E Karns Ave
Fair Building
E Snow King Ave
W Snow King Ave
Town Maintenance Shop

Alpine Ln
Powderhorn Ln
May Way

**Who Can Apply?**
One clear option would be to allow only those with Town Business License for a restaurant (brick and mortar restaurant) and Food Truck License from the Teton County Environmental Health Department to participate in this program. Or, we could expand to also allow any food truck not associated with a brick and mortar restaurant to participate.

> **Note:** *According to the TC Environmental Health Department, there are only about 3 or 4 food trucks that are currently licensed and associated with a brick and mortar restaurant in the Town. However, there are about another 15 food trucks that are licensed and not associated with a brick and mortar restaurant.*

**Who will be the Responsible Town/Joint Department? Who is the Project Manager?**
Each food truck business will be required to submit a Special Event Permit application to the Town for approval by the Town Council.

In addition, each food truck will need to submit a Food Truck Permit Application (Mobile Food Preparation Vehicle Checklist) to Jackson Hole Fire/EMS for approval (this is different than the required license from the TC Environmental Health Department.)

**What other Departments will need to be involved? How?**
The Administration Department would likely take the lead in the review of a Special Event Permit (SEP) but the following departments would also be involved:

- Planning: Checks SEP for use requirements and other zoning compliance issues;
- Town Attorney: Checks SEP legal requirements for SEP and use of ROW, etc;
- Police: Checks SEP for traffic, parking, and other public safety issues;
- Fire Marshall: Checks SEP and Food Truck Permit Application for fire hazard, emergency access, and other related issues. Under Fire Code, Fire Marshall can only regulate/inspect food trucks (vehicles with engine included) but not food trailers (no engine included):
- Health Department: Already provides Food Truck License and checks for sanitary, food handling, and waste disposal. Does inspections.
- Public Works: Checks SEP for proper use of the Public ROW, traffic flow, etc.

**What is the anticipated Staff Impact of the Project?**
The number of staff hours required will depend on the number of applications the Town receives, which is unknown at this time. However, staff understands that there are not a lot of existing food trucks eligible for this program (see limits above on who can apply and existing licenses). Total staff time to review each SEP will be approximately 2 -3 hours per application, with additional staff time likely from the Police and Environmental Health Departments to monitor compliance of the food trucks with ongoing safety requirements and any conditions of approval.

No reduction in the existing level of service is expected in any Town Department due to allowing food trucks as proposed.

**What is the fiscal impact to the Town?**
Additional staff time, install of temporary signage to clearly define where the food trucks are allowed to locate and additional trash pick up and trash can locations. On the revenue side, additional foods sales would result in a proportional increase in sales tax.

**What is the Review Process for the Project? Required Application? Fee? Time to Review? etc.**
Each food truck seeking to operate in the public ROW will first need a valid Town Business License and a Food Truck License from the Teton County Environmental Health Department. In addition, they will need to get a Special Event Permit (see above answer). This process costs $150 for for-profit businesses. The review time varies a bit, but our goal would be to get these reviewed and in front of the Council in 2 – 3 weeks.

Finally, each food truck will need to submit a Food Truck Permit Application (Mobile Food Preparation Vehicle Checklist) to Jackson Hole Fire/EMS for approval. There is no fee for this application.

**What are the pros and cons of providing the program?**

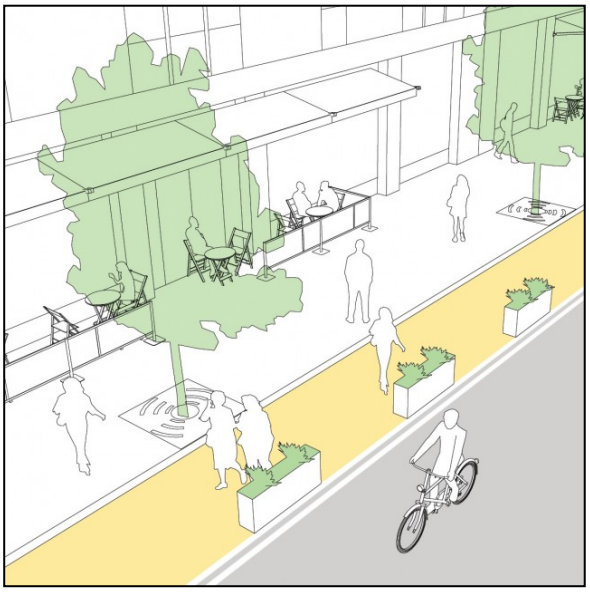
- The pros are that food trucks will increase the capacity of existing restaurants to serve food and make money, while still complying with social distancing requirements. This will increase economic activity in the Town and provide a more active and enjoyable experience for visitors and locals alike.
- The cons are that the food trucks could create conflicts with traffic flow, neighboring property owners, cause litter, and create other annoyances if not done right. Also, depending on who is ultimately allowed to have a food truck, existing restaurants could feel that food trucks are unfairly competing against them.

**Other? *What other considerations should the Town be aware of regarding the Project***
Trash: Additional food trucks could cause a significant increase in food-related trash, requiring additional trash receptacles and trash pick-up by the Town. Or food truck vendors could be required to haul away their trash as well.

**Key Questions for Council**

- Who should be eligible for program – only existing brick and mortar restaurants? All food trucks in Teton County? Those based outside of Teton County?
- Are the areas identified by staff appropriate for food trucks? Are there other areas you want to identify?
- Are staff's suggested time limits appropriate?
- Should Council waive all or some application fees related to food trucks?

**Town Re-Opening - Project Overview**
**#5 Extended Sidewalks/Street Closure on Center Street and Deloney**



## Project Description

**Summary:** Expand existing sidewalks in congested downtown areas to provide sufficient space for pedestrians to practice social distancing.

**Problem**: Existing sidewalks in the downtown core are typically a maximum of 8' wide (less in many places), which is not wide enough to accommodate physical distancing at any level of pedestrian traffic. One-way sidewalks are highly infeasible, and the increase in activities such as waiting to pick up takeout food that result in queuing on the sidewalk also results in increased pedestrian congestion and requires additional space. The need to install additional elements such as signage, hand-sanitizing stations, and maybe portable restrooms will exacerbate congestion on sidewalks. The status quo of how public space is allocated will force pedestrians to violate public health recommendations and will likely lead to confusion and/or conflicts.

**Solution**: Reallocate existing street space to provide sufficient space of at least 6' for physically distant walking and/or queuing (e.g. waiting for takeout orders) and installation of signage or other amenities in areas of downtown that are typically congested with pedestrian traffic. There is plenty of room within the public right of way to accommodate physical distancing, but much of this space is currently assigned to motor vehicles and vehicle storage. Reallocating six additional feet on both sides of the street will provide extra space to accommodate pedestrian traffic and other amenities while still providing access and storage for motor vehicles.

**Proposal:** Staff recommends starting with a limited-area implementation of a couple block faces on Center St. and Deloney Ave. around the Town Square and up to the Home Ranch parking lot. This will allow a test of the concept without overburdening town staff or resources and will focus on the areas that typically see the greatest amount of pedestrian congestion. Staff has outlined two proposals for discussion, ***but there are certainly other options that could also be considered.***

- **Option A: Sidewalk Extensions (SW+) – see attached layout for Option A**
    - Extend sidewalks into the street area by placing a combination of light and heavy separation barriers at 6'-8' off the curb face. (See below for a definition of "light" and "heavy" separation).

    - Maintain general purpose vehicular access with one-way travel lane and parking on one side of the street.
    - Includes the four faces of the Town Square, Center St. from Broadway to Gill, and Deloney from Cache to Center.
- **Option B: Combo Pedestrian Streets and Sidewalk Extensions – see attached layout**
    - Convert the north and east sides of the Town Square (Deloney from Cache to Center and Center St. from Broadway to Deloney) to pedestrian streets. Restriction would allow vehicular traffic for emergency and delivery loading/unloading (before 9:00 am and after 8:00 pm), but would be closed to through traffic to the general public and public vehicle storage.
    - Extend sidewalks as in Option A for the other areas.
    - The full street conversion on the two block faces around the Town Square is likely easier for Public Works to manage and allows for easier conversion of space around the Town Square for special events like the Farmer's Market.
    - Note: this option could also be implemented as a "Slow Street" that allows for shared space between pedestrians and through traffic but implements measures to dramatically slow vehicle speeds.
- Items common to both options:
    - Sidewalk Extensions can be combined with reallocating space for parking/outdoor dining flex space ("parklets") as needed.
    - Center St. is wide enough that a number of combinations could be explored. Such as: extend sidewalks on one side but keep as is on the other; add parklet flex space on the west side, east side, or both sides; two-way traffic with parking on one side or doing one-way with parallel parking on both sides; others.
    - Additional tools for implementation:
        - https://nacto.org/wp-content/uploads/2020/05/NACTO_Streets-for-Pandemic-Response-and-Recovery_2020-05-21.pdf
        - http://tacticalurbanismguide.com/
- Separation
    - **Light separation**: for visibility and to emphasize the new edge of the motor vehicle roadway. Light separation can also be used for projects that are limited to specific times of day or days of the week. Light separation includes: traffic cones, freestanding delineator posts, traffic barrels, sawhorses, movable parade barricades, small planters, and traffic control barricades such as A-frames.
    - **Heavy separation**: for the most sensitive locations such as the beginning of lane closure on high-volume streets. Heavy separation includes: water-filled barriers, concrete barriers, filled barrels, large planters, flexible posts and delineators.

  *Spray-chalk or spray-paint the preferred locations of barriers to ease implementation.

**Who Can Apply?** This would primarily be a Town-led effort to identify streets for extended sidewalks, but individual businesses or street blocks in other areas of downtown could also submit an application.

**Who will be the Responsible Town/Joint Department? Who is the Project Manager?**
Public Works would lead on planning and implementation. Pathways can assist with planning and some implementation.

**What other Departments will need to be involved? How?**
Planning for permitting and traffic issues. Fire/EMS for emergency access and planning.

**What is the anticipated Staff Impact of the Project?** This will depend largely on the size of the project area (i.e. how many streets) and whether the extensions are permanent/semi-permanent (i.e. seasonal) or are temporary (i.e. installed/removed on a daily or weekly basis). Selected Public Works staff and the Pathways Coordinator would be heavily impacted. Planning, Fire/EMS, Police would need to review.

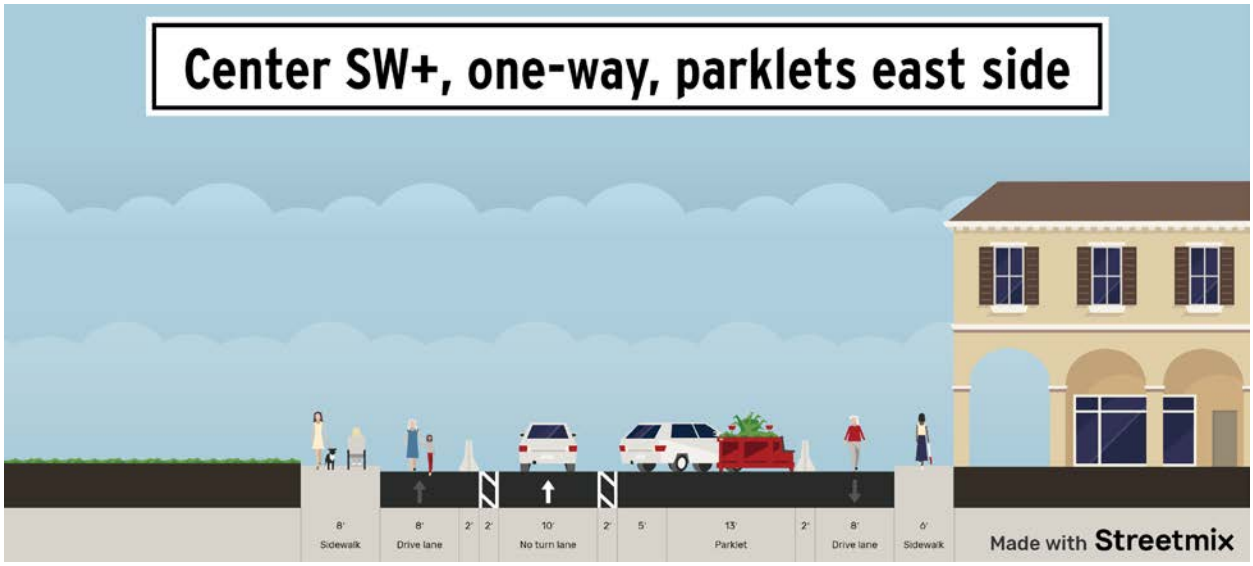
**What is the fiscal impact to the Town?** Sidewalk extensions can be implemented mostly with on-hand supplies so the majority of the cost would be restricted to staff time and equipment hours. It is likely that some new signs would be needed. The materials needed will be a mix of heavy barriers (concrete and wood barricades), light separation (cones, delineators), and signage.

**What is the Review Process for the Project? Required Application? Fee? Time to Review? etc.**
Council approval required. (Blocks on North Cache or West Broadway would require DOT approval). Staff proposes a plan for the downtown core streets and Council reviews and approves. No required application or fee. If individual businesses or blocks want to apply, the process should be as simple as sending an email request to the Town with the street block where they want to extend the sidewalk and any suggestions or specific ideas. Staff will then prepare a plan for Council approval.

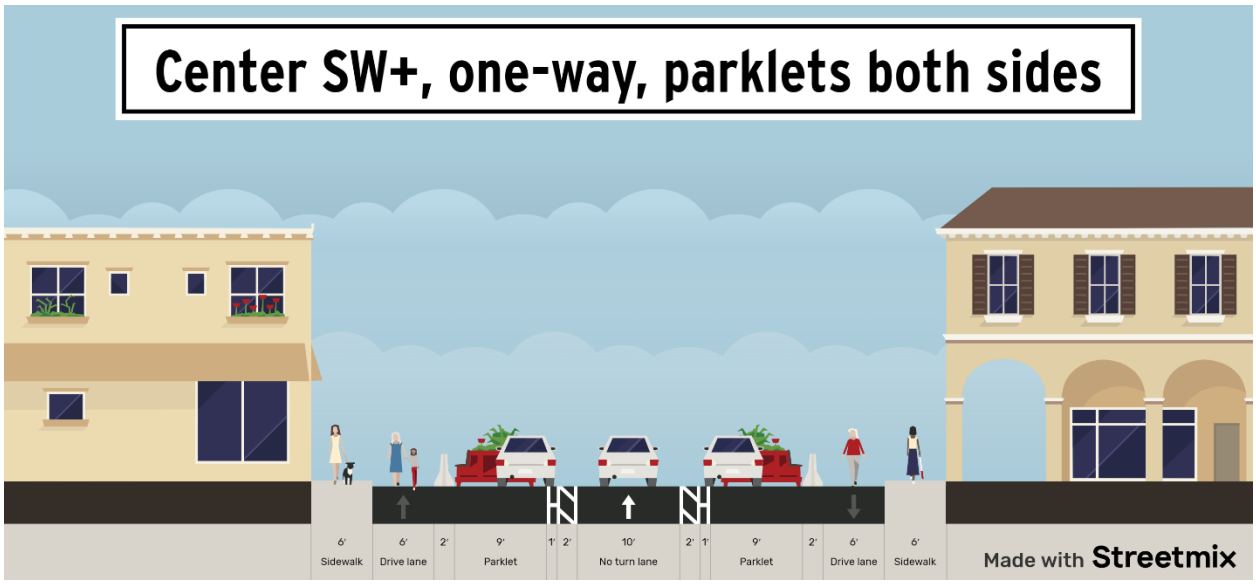
**What are the pros and cons of providing the program?**
Pros: provide safe public access to stores and businesses in high congestion areas of downtown. There will provide a significant safety and convenience benefit to visitors and a financial benefit to businesses.
Cons: will have to (temporarily) remove parking from one side of the street, perhaps make some streets one-way. This may cause some confusion for motorists, however this can be mitigated with good signage. Depending on the extent of the project, there could be a substantial impact on Town staff and a potential financial cost to the Town.

**Other?** There is a basic safety and public health question to consider when evaluating this proposal, in that it is literally impossible to maintain 6' separation on many of our current sidewalks without forcing people to step into moving traffic. We should also keep in mind the need to provide a minimum safe width for a combined sidewalk and buffer of at least 10' (wider in congested areas) when considering future development projects and development standards in the Town of Jackson.

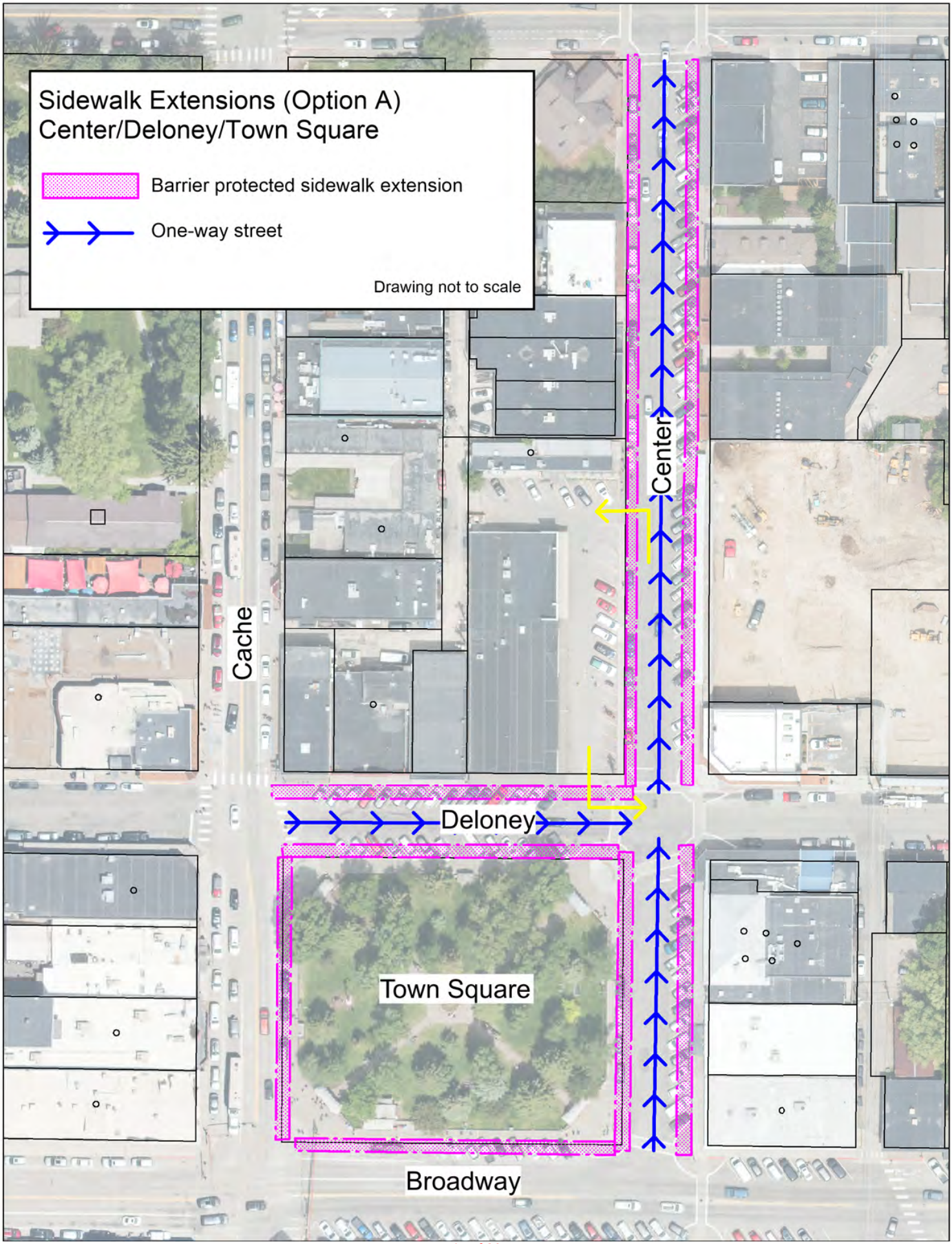
Cross-section of a couple possible scenario (NOTE: there are multiple possible layouts—these are just two).

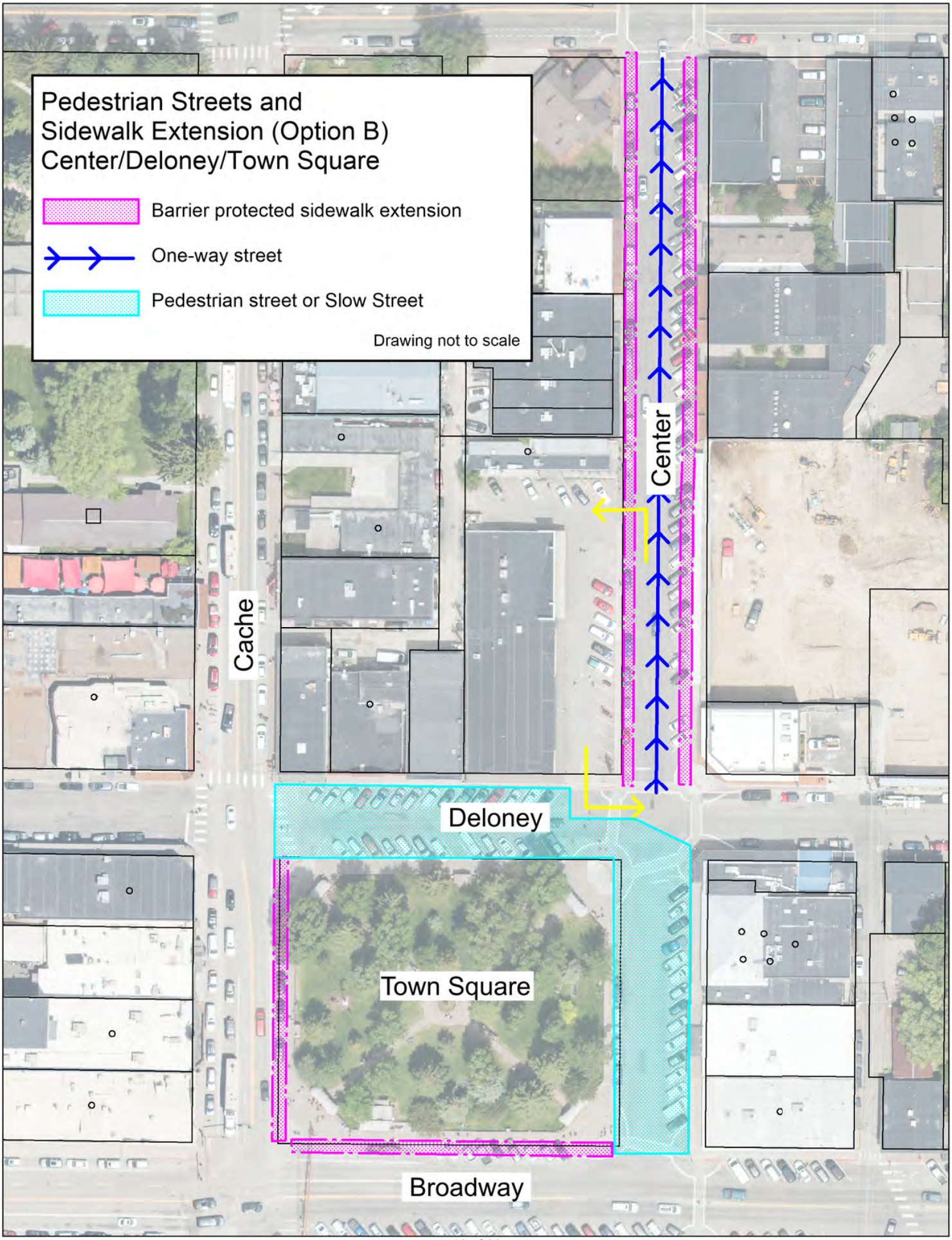



From Broadway, looking north. Town Square is on the left. Parking flex space on east side, one-way traffic. Shows that there is ample space to extend the sidewalks.




From Deloney, looking north. Parking flex space on both sides, one-way traffic.


Sidewalk Extensions (Option A)
Center/Deloney/Town Square
Barrier protected sidewalk extension
One-way street
Drawing not to scale
Center
Cache
Deloney
Town Square
Broadway


Pedestrian Streets and
Sidewalk Extension (Option B)
Center/Deloney/Town Square
Barrier protected sidewalk extension
One-way street
Pedestrian street or Slow Street
Drawing not to scale
Center
Cache
Deloney
Town Square
Broadway

**Town Re-Opening - Project Overview**
**#6 Parklets – Flex Space for Parking, Outdoor Seating, Office, and Retail Space**

**Summary:** Provide flex space for parking, outdoor seating, office, and retail uses so that businesses can comply with physical distancing guidelines while resuming operations.

**Problem**: Restaurants and other businesses are allowed to reopen but must do so at reduced capacity (usually 50% of normal or less). This may not be financially feasible for many businesses to stay open, which will have significant impacts to businesses and the Town in terms of jobs, revenue, and sales tax. Stores, markets, and restaurants may need outdoor space for seating and queuing in order to stay financially solvent.

**Solution**: Reallocate on-street parking spaces to provide space for all businesses but especially outdoor dining so that restaurants can comply with physical distancing guidelines while resuming dine-in operations. This space could also be used for outdoor merchandise display for retail or other businesses. Often called "parklets," these usually involve repurposing public street space typically allotted to vehicle storage by creating a space for seating using a level platform protected by non-permanent barriers.

**Proposal:** Staff recommends that this be primarily a business-led initiative where individual businesses would apply to the Town for the right to convert a vehicle parking space to a different use. The business would then provide the design for review and would handle the construction and ongoing maintenance. Separately, the Town could also consider implementing some "general use" parklets in areas that are not directly in front of businesses, such as around the Town Square. These would not be intended for use by customers of a specific business but would be available to the general public.

- Business responsibility
    - Propose site for converting one or more parking spaces. Spaces should probably be in front of the business.
        - There may be circumstances where the Town would want to consider applications for using space that is not directly in front of the business—for example, if the business frontage is on a WYDOT-controlled road and does not allow this type of use.
    - Provide a design proposal and use description
    - Construction and maintenance

- Town of Jackson responsibility
    - Review proposals in a timely manner, through the Special Event Permit application process
    - Provide additional traffic calming or safety barriers as needed
        - Generally, where there is mixed pedestrian and vehicle activity, the slower the vehicle speeds (ideally 15mph or less), the safer it is for everyone. If there are multiple parklets clustered on a block, it would be a good idea to implement a Slow Street as well.
    - Issue building permits as needed, if over 30" above grade

**Who Can Apply?** Individual businesses or groups of adjacent businesses.

**Who will be the Responsible Town/Joint Department? Who is the Project Manager?**
Administration and Planning would coordinate the project review process, but multiple TOJ departments would be involved in review. For Town led-installations and any necessary support for individual applications (such as supplemental barriers), Public Works would likely be the lead on planning and implementation. Pathways can assist with planning and some implementation.

**What other Departments will need to be involved? How?**
Planning for permitting and traffic issues. Legal for using public ROW for commercial purposes. Fire/EMS for emergency access and planning.

**What is the anticipated Staff Impact of the Project?** Staff from multiple TOJ departments would be involved in review, which would probably take 30-60 minutes per application. Selected Public Works staff and the Pathways Coordinator could see additional time impacts on specific projects.

**What is the fiscal impact to the Town?** As little as $500 or up to $50,000 for each installation, totally depending on how much the Town wants to participate in funding the materials and construction. For simply reviewing applications there would be very little cost. Providing materials for the platform and other amenities (heat lamps, planters, seating, tables, canopies) would significantly increase the cost. There may be funding available from the state for small businesses for projects like these. Additional items like supplemental barriers, bike racks, trash cans, and other amenities will increase the cost to the Town.

**What is the Review Process for the Project? Required Application? Fee? Time to Review? etc.**
Businesses submit a Special Event application to Town for review. Include a drawing and details. Town staff reviews (1-2 weeks?).

**What are the pros and cons of providing the program?**
Pros: provide a potentially substantial increase in commercial space and customer volume for businesses while allowing social distancing. Will convert vehicle storage (which is not the most financially productive use of space) to retail and dining space, which generates far more economic activity per square foot and has significant benefits for businesses and the Town. Keeps street available for multiple uses and preserves vehicle storage.

Cons: will temporarily convert parking to other uses in selected spaces. This is likely to be met with resistance from some businesses.

**Other**

- Additional Resources
    - https://www.smartgrowthamerica.org/app/legacy/documents/parklet-policy-toolkit.pdf
    - http://www.minneapolismn.gov/www/groups/public/@publicworks/documents/webcontent/wcmsp-196948.pdf
    - https://nacto.org/wp-content/uploads/2020/05/NACTO_Streets-for-Pandemic-Response-and-Recovery_2020-05-21.pdf
    - http://www.seattle.gov/Documents/Departments/SDOT/PublicSpaceManagement/Parklet_Handbook_DIN_2017.pdf

**Town Re-Opening**
**Project Overview**
**#7 Downtown Cleaning and Sanitizing**

**Project Description?** *This project aims to project sanitization stations in the downtown core. The Town will seek to provide these stations in specific locations and manage them (refill) as needed.*

**Who Can Apply?** *No application needed for this project.*

**Who will be the Responsible Town/Joint Department? Who is the Project Manager?** *Town Public Works will be responsible, and Johnny Ziem is the project lead.*

**What other Departments will need to be involved? How?** *Possibly Park and Rec. They can assist in monitoring the stations in the Town Square if needed. Community outreach may also be needed for education on the locations of stations.*

**What is the anticipated Staff Impact of the Project?** *Assistant Public Works Director and Streets Manager. I estimate roughly 5 to 8 hours a week for this project.*

**What is the fiscal impact to the Town?** *Roughly $3,000 to $5,000 to purchase depending on type and number. Most likely would be included in Community Initiatives, Public Engagement*

**What is the Review Process for the Project? Required Application? Fee? Time to Review? etc.** *No review required for this item.*

**What are the pros and cons of providing the program?** *Pros: shows the Town is concerned with COVID, is taking initiative with disinfection, and shows support for downtown business owners.*
*Cons: Will take time to manage and refill. The biggest concern is acquiring dispensers as they are currently impossible to find and are may be available to purchase in 4 – 8 months.*

**Other?** *The only concern I see is the availability of purchasing these items, as there are hundreds of companies and municipalities buying them as well.*

# Placemaking
# Funding Application

**Purpose:** **The primary intent of this program is to implement projects that have been identified in the Placemaking Power of 10 Training Exercises and have been chosen through a public engagement process. Please call us if you want help with either of these exercises.**

**Eligibility:** Non-profit organizations/municipalities that participated in Placemaking training. If your organization is not already registered as a vendor with the Wyoming Business Council, request a Vendor Packet.

**Funds:** **NOTE: Placemaking proposals are only available to those communities that participated in Placemaking Training.** Placemaking requests are for up to $2,500. Submit one application for each project. DO NOT combine projects. Placemaking Kit Grants have different amounts and are listed on the website.

All grant awards are subject to the availability of funds.

**Match:** A minimum 10% cash match is required for each project.

**Due Date:** Grant deadlines are February 1, April 1 and September 1.

**Complete application, scan and send it electronically to** kim.porter@wyo.gov **or via USPS to Wyoming Business Council, Attention: Kim Porter, 214 W 15th Street, Cheyenne, WY 82002**

## 1. APPLICATION INFORMATION

**Applicant** (Organization or governmental legal name): Town of Jackson

**Name of Contact Person:** Susan Scarlata & Floren Poliseo

**Mailing Address:** P.O. Box 1687 | Jackson, WY 83001

**Office Phone and cell phone numbers:** 307-733-0440 x1110 (office) 415-602-6824 (cell)

**Email:** sscarlata@jacksonwy.gov

**DECLARATION: I HEREBY CERTIFY THE INFORMATION GIVEN IN THIS APPLICATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.**

**Program contact signature and date:** 5/27/2020

5/27/2020

# Placemaking
# Funding Application

**Print or type name and title:** Floren Poliseo, Director of Public Works 5/27/2020
Susan Scarlata, Community Engagement Specialist 5/27/2020

**Mayor or Municipal representative Signature:**
Mayor Pete Muldoon

**WBC, Regional Director Signature** _____

**Project Name:** Activating Downtown Jackson with Parklets

**Describe the project:** To encourage people to enjoy the amenities of our town and Town Square, shop, eat, be outside, and maintain physical distance between one another, this project will utilize the public right-of-way to create parklets and outdoor places for small businesses and their patrons to utilize. Due to the COVID-19 pandemic, restaurants and retail businesses are permitted to reopen but at reduced capacity or with recommendations for social distancing. This could have significant impacts on businesses in terms of paying staff, revenue, and mental health for people packed in small spaces with COVID-19 still being a concern. This project developed organically in our town's Economic Recovery Task Force, pulled together in week five of response to the pandemic. As this group of more than thirty people, representing numerous organizations and businesses, discussed the coming summer, everyone felt that creating more inviting outdoor spaces that are thoughtfully designed with placemaking ideals, would allow for locals and visitors to engage more fully and spend more authentic time in town while also providing additional space to maintain space between groups. The solution we have developed is to reallocate on-street parking spaces to create space for outdoor dining so that restaurants and other businesses can comply with physical distancing guidelines, resume dine-in operations, and serve numbers closer to previous capacity. We are envisioning these new parklets will re-envision what are typically seen only as parking spaces as delineated spaces for people to occupy and more fully engage in Jackson's downtown.

**Has the applicant/community previously received funding for a placemaking project?** No, the Town of Jackson has not specifically been funded for a placemaking project. That said, last year Jackson Hole Public Art developed and hosted a "Parking Day" where local organizations took up residence in various parking spots around town. Carrie Geraci, the Director of Public Art, and a regular partner for the town, created and executed this project and we intend to work with her on lessons learned and best-practices.

**Why is this a priority for your organization?** This project has quickly become a priority as it developed organically in partnership between the Town of Jackson and local businesses. Town of Jackson elected officials have long posited possibilities to utilize parking spaces and the public right-of-way to further activate the downtown area. When it has come up before though, there has not been much appetite from businesses to alter what is already working or consider placemaking during the crowded tourist season. One positive aspect of the COVID-19 pandemic seems to be a newfound perspective and openness to experimentation with Jackson's downtown corridor as this idea was brought forward by businesses.

# Placemaking
# Funding Application

**How did you come up with the project? Describe the community engagement.**
In the throes of dealing with the COVID-19 pandemic, Teton County's Emergency Operations Center tasked the Jackson Hole Chamber of Commerce with pulling together an Economic Recovery Task Force. The task force is made up of more than thirty local leaders, communicators, and business owners that meet weekly and also serve on subgroups. Initially, there were three subgroups but in the larger task force and through public comment to the town, an idea for placemaking kept bubbling to the top. Given this reality, it soon became clear that a fourth subgroup was needed to brainstorm ideas and develop plans for creating outside spaces that businesses can activate and customers can patronize to embrace physical distancing guidelines while enjoying our town and contributing to the local economy. This subgroup of

the Recovery Task Force has continued to meet to brainstorm and contribute ideas. A committee within the town of Jackson has also been meeting to work on execution. In addition, various smaller groups of business owners around Town Square have also contributed perspective and comment.

**Timeline of your project:**
**June 1 – June 15:** Further planning, purchase of materials, and creation of system for utilization
**June 15:** Start of parklet creation, learning in-situ, and iteration
**July 1 – Sept. 15:** Parklet utilization, engagement, and continued iterations

**Estimated No. of Volunteer Hours:** 50

**Total Amount of Grant Request**: $2,500

| **Match Amounts** | |
|---|---|
| Cash Match | $250 |
| In-kind funding | $1,000 |
| Donations | $1,000 |
| **Total:** | $2,250 |

| **Description of Item** | **Costs** |
|---|---|
| 10 Small Tables | $1,000 |
| 20 Chairs | $1,250 |
| Planters for boundaries (with donated time for execution) | $500 |
| | |
| | |
| | |
| **TOTAL** | $2,750 |

# TOWN OF JACKSON
## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT**: Housing **PRESENTER**: April Norton

**MEETING DATE:** June 15, 2020

**SUBJECT:** **430 & 440 West Kelly Avenue Workforce Housing Development Ground Lease**

STATEMENT/PURPOSE

The Town Council ("Council") will consider the ground lease and its exhibits for the 430 & 440 West Kelly Avenue development.

BACKGROUND/ALTERNATIVES

From 2007 to 2012 the community worked to develop the Comprehensive Plan. This work included over 2,000 public comments and resulted in the adoption of the Jackson/Teton County Comprehensive Plan in 2012. The plan sets a goal of housing 65% of our workforce locally. *Comp Plan Policy 5.1.a.* The plan also identified Transitional Subareas that are appropriate for increased density and directs the community to develop a Workforce Housing Action Plan. *Comp Plan Policy 5.4.a.*

The 2015 Workforce Housing Action Plan (HAP) was informed by eight housing studies and is the result of the 2015 Housing Summit, which convened elected officials, stakeholders, and the public to examine workforce housing in Teton County and the Town of Jackson. The plan ties together the Comprehensive Plan policy directives and Character Districts and directs staff to purchase appropriately zoned land for the purpose of partnering with private developers to develop housing for our working families. *HAP Initiative 2B.* The HAP also provides a map showing which neighborhoods in the community are appropriate for updated zoning in an effort to find locations to create workforce housing through increased density. *HAP Initiative 5A.*

In 2016 and 2018 density was added to the Transitional Subareas through updated town zoning. *Comp Plan Policy 4.3.b. HAP Initiative 5A, 5B.* These Transitional Subareas have long been identified as places that are appropriate for more density because increasing the density from single-family homes that are no longer affordable to families earning median income to multifamily homes that are more likely to be affordable to local working families, gives the community a better chance to build housing for our local workforce. Essentially, by increasing the density we are allowing workforce neighborhoods to retain their working family character instead of preserving the existing density and losing that working family character.

For example, in the 440 W. Kelly Ave neighborhood a single-family home that was built in 1962 was recently purchased for around $700,000, which is approximately twice what a family of four earning 100% of median income can afford. That same home was then remodeled over a 9-month timeframe and sold for $1.2875M after only one showing. That purchase price is almost four times what a family of four earning 100% of median income can afford. To make redevelopment both attractive to developers and priced at rates that are affordable to working families, either denser housing must be built, or higher public subsidy must be provided. In some cases, both may be necessary.

In July 2018, the W. Kelly Ave neighborhood was rezoned to NH-1. This zoning provides opportunities for developers to build more residential floor area if they are willing to permanently deed restrict a portion of it. We call this the "fill the box" tool. The HAP tells us that we should prioritize areas that are zoned to allow for greater density for housing, which is exactly what the NH-1 zoning provides.

So, in December 2018 staff brought the 440 W. Kelly property to the Council and Board of County Commissioners ("Board") to consider purchasing for the purpose of redeveloping the existing single-family home into multifamily homes by utilizing the new NH-1 zoning allowances and incentives. The property consists of two contiguous NH-1 lots that are

located in the Town Residential Core in an area identified by both the Comprehensive Plan and HAP as a desired location for redeveloping workforce housing. The County purchased the property in January 2019, the Town reimbursed them 45% of sales price, and the property was transferred to the Jackson/Teton County Housing Authority.

In February 2019 a Request for Proposals ("RFP") to develop housing at 440 W. Kelly Avenue was unanimously approved for release by the Council and Board. On February 5, 2019 the RFP was released based on the direction from the Board and Council. Three responses to the RFP were received and reviewed by the Housing Supply Board ("HSB"). After interviewing finalists, the HSB recommended a development partner for the project: Roller Development and Tack Development ("Roller/Tack").

On May 13, 2019 the Board and Council awarded the project to Roller/Tack and directed staff to work with the developers to bring back revised 12 and 16-unit options for consideration. On July 23 the Council directed staff to move forward with the revised 16-unit option; the Board did not approve the same motion, essentially stalling the project until the two boards could agree on a path forward. Since this decision, at least one 15-unit private sector rental project that was slated for workforce housing in this neighborhood has been abandoned.

On January 6, 2020, after several meetings during which no agreement was reached, the Council and Board directed and authorized the Jackson Teton County Housing Authority Board to deed 430 & 440 West Kelly Avenue to the Town of Jackson. This deed was executed January 21, 2020.

During the January 28, 2020 meeting, Council directed staff to work with the developer to bring back a ground lease for a development that provided at least 12 units. Since that time, staff has worked with the developer to draft the attached ground lease, along with its exhibits.

Today, the development consists of 12units, 22 bedrooms and 18 parking spaces (1 more than required by the LDRs). The Town will receive four employee rights of first purchase. There remain two key issues on which staff seeks direction.

**Key Issue One: 99-year vs. 50-year Ground Lease Term**
As presented and at the developer's request, the ground lease is for a 99-year term. Alternatively, the Council could direct staff to make the lease for a 50-year initial term with an auto renewal of 49 years, which reflects what has been done in the past.

Staff and the development team support the 99-year term but given there is no precedent for this length of time, bring the lease term to the Council for consideration and direction.

**Key Issue Two: Additional Investment in Affordability**
The Town and County purchased this property last year for $1,700,000. It is located in a Transitional Neighborhood that is identified in the Housing Action Plan as a prime spot for workforce housing.

Today, with additional investment, the Council could increase the affordability of the project. Additional investment in affordability could be made up front like what the Town agreed to with the Housing Trust at 174 N. King Street or the Town could choose to increase the affordability of the units once they are closer to coming online.

For context, the chart below shows the three housing developments the Council is currently partnering to build.

| **Kelly Place Condos** | **King Street Condos** | **LIHTC – Apartments** |
|---|---|---|
| 12 homes<br>Workforce Ownership Restrictions | 24 homes<br>JHCHT Affordable Ownership Restrictions | TBD # homes<br>All Affordable Rentals |
| 2 one-bedroom homes<br>Priced at $300,000 | 18 one-bedroom homes<br>Priced at $300,000 to $360,000 | TBD unit bedrooms<br><br>All homes will be priced for households earning <60% of median family income. |
| 10 two-bedroom homes<br>Priced at $600,000 | 2 two-bedroom homes<br>Priced at $425,000 to $450,000 | |
| 0 three-bedroom | 4 three-bedroom homes | |

| | | |
|---|---|---|
| | Priced at $460,000 to $495,000 | |
| $1,700,000 in land provided by Town | $2,100,000 in land provided by Town | TBD, land will be provided by Town |
| $0 in additional Town investment | $1,250,000 + 6 off-site parking spaces in additional Town investment | $37,110 – $58,610 now<br>TBD additional Town investment |
| 4 Town employee rights of first purchase | 5 Town employee rights of first purchase | TBD, some Town employee rights of first rent |

Council is investing in three developments that will provide a spectrum of affordability and a mix of ownership and rental unit type for the community and Town employees. Additionally, the County is currently partnering on two developments and has two more developments in the early planning stages. These will also provide a spectrum of affordability and a mix of ownership and rental unit type for the community and County employees.

Given the current budget challenges, the anticipated investment needed for the LIHTC development, and the required appraisal and price adjustment for Kelly Place homes that are unsold after the initial sales period, staff does not recommend additional investment in this development at this time.

**Other Key Components from the Ground Lease:**

- The developer must meet all Land Development Requirements. [2.4(a)]
- The Lenders written verification of sufficient private funding template is attached as an exhibit to the lease and removes confusion about what must be included in this letter. [2.4(b) and Exhibit D]
- The developer must submit for building permit within 12 months of the recordation of the lease. [2.4(b)]
- The developer will provide quarterly reports on the project and the Town can, at any time at its sole discretion, demand any additional documentation related to the project. [2.4(c)]
- The Employee Rights of First Purchase agreement is attached as an exhibit to the lease and ensures that the Town's four rights are revolving and will have priority over all other rights of first purchase [Recitals, Exhibit C].
- The developer must complete the project within 24 months of receiving building permit approval. [2.4(j)]
- Initial Sales Requirements [2.4(k)]:
    - The developer must sell all units within 12 months of issuance of the Certificate of Occupancy ("First Sales Period 12").
    - If, after 12 months, units remain unsold, the developer will have an additional 18 months to sell the units and will be required to rent the unit(s) to a Qualified Household during this time ("Second Sales Period 18").
        - If the Wyoming Cost of Living Index Northwest Regio declines by at least 2% for 3 quarters or more during the Second Sales Period 18, the developer's deadline to sell the Residential Units at its chosen price will be extended by 12 months ("Third Sales Period 12"). During this time, the unit(s) must be rented to a Qualified Household.
    - If after the Second Sales Period 18 units still remain unsold the Town or Housing Department will have the right to order an appraisal that will be paid for by the developer ("First Appraisal"). The developer will be required to adjust the sales price accordingly and will list the unit at or below the appraised value and must continue to rent the unit(s) to a Qualified Household.
- On July 15, 2021, Town will agree to deed ownership of the property upon receipt of Certificate of Occupancy and financial verification from the developer's lender. This timing allows for the option of amending the Wyoming Condominium Statute during the State Legislature's session in early 2021 in a way that could allow Town to retain perpetual ownership of the land. [2.4(l)]

COMPREHENSIVE PLAN ALIGNMENT

Comprehensive Plan Policy:

- Emphasize a variety of housing types. 3.2.d
- Create and develop Transitional Subareas. 4.3.b
- House at least 65% of the workforce locally. 5.1.a

- Focus housing subsidies on full-time, year-round workers. 5.1.b
- Provide a variety of housing options. 5.2.a
- Housing will be consistent with Character Districts. 5.2.b
- Create workforce housing to address remaining shortages. 5.3.c

Housing Action Plan Initiative:

- Provide land as a public subsidy and build development partnerships. 2B
- Lead by example by housing public employees. 2C
- Allow for supply of workforce housing by removing barriers. 5A

## STAKEHOLDER ANALYSIS

Stakeholders include Town taxpayers, local working individuals and families, business owners, and neighbors.

## FISCAL IMPACT

The property was purchased by the Town and County for $1,703,416.03 in January 2019. The Town paid 45% of the purchase price or $766,537.21. Since the property was transferred to the Town from the Jackson/Teton County Housing Authority, Town has been receiving $2,700 per month in rent from the tenants. Additional investment in the project could include increased affordability.

## STAFF IMPACT

Staff impact for this item has been significant up to this point. The long-term impact of developing this property will fall in a variety of departments and require time from several staff members, including: Joint Housing Director, Town Manager, Community Development Director, Town Attorney, Town Planning Director, Town Engineer, Housing Manager, and Housing Sales Coordinator.

## LEGAL REVIEW

Ongoing, as Needed.

## ATTACHMENTS

- Ground Lease with exhibits

## RECOMMENDATION

Staff recommends approving all documents as presented today.

## SUGGESTED MOTION

I move to approve the ground lease for 430 & 440 West Kelly Avenue, along with its exhibits, as presented today with any minor changes required by the Town Attorney.

**GROUND LEASE**
(KELLY PLACE CONDOMINIUMS)

THIS GROUND LEASE (the "Lease") is entered into and made to be effective as of the ___ day of _____, 2020 (the "Effective Date"), by and among the **Town of Jackson,** a Wyoming municipal corporation (the "Lessor" or "Town") and XXX**,** a Wyoming limited liability company (the "Lessee" or "Developer").

## RECITALS

**WHEREAS**, Lessee is a Wyoming LLC constituted pursuant to Wyo. Stat. §17-29-101 et. seq.;

**WHEREAS**, Lessor has determined the shortage of affordable housing opportunities is a growing burden of the Town and part of its governmental function;

**WHEREAS**, Lessee is not exempt from the Town of Jackson Land Development Regulation ("LDR") requirements and shall comply with all relevant and applicable LDR standards therefore;

**WHEREAS**, Lessor owns certain real property located within the Town of Jackson legally described on Exhibit A attached hereto with a physical address of 430 West Kelly Avenue and 440 West Kelly Avenue, together with all rights, privileges and appurtenances thereto (the "Property");

**WHEREAS**, Lessor has determined that the Property is suited for affordable housing opportunities for the benefit of the community and desires that Lessee develop a minimum of twelve (12) residential condominium units on the Property (the "Kelly Place Condominiums").

**WHEREAS**, in exchange for the Town leasing the Property to XXX in accordance with the terms and conditions set forth in this Lease: (i) XXX will be solely responsible for the permitting, entitlement, development, construction and financing of the Kelly Place Condominiums in accordance with this Lease; (ii) XXX will be solely responsible for the marketing and sale of the Kelly Place Condominiums in accordance with the applicable Affordable and/or Workforce Housing Restriction, as applicable; and (iii) XXX will grant Lessor for the benefit of its employees four (4) revolving first options to purchase Residential Units within Kelly Place Condominiums pursuant to the Right of First Purchase Agreement, attached as **Exhibit C**.

**WHEREAS**, Lessor and Lessee now desire to enter into this Lease pursuant to the terms and conditions set forth herein so that Lessee can accomplish the permitting, entitlement, financing, construction, marketing, sale and administration of the Kelly Place Condominiums thereby lessening the burden of government.

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein by reference, and the mutual promises and covenants herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor hereby leases the Property to the Lessee, and the Lessee hereby leases the Property from Lessor subject to the terms and conditions set forth hereafter.

## ARTICLE 1. DEFINITIONS

1.1 Definitions. The following terms shall have the following meanings in this Lease.

(a) "Affordable Housing Restriction" means the deed restriction for affordable housing titled "Special Restrictions for Affordable Ownership Housing" and dated July 23, 2019, (with the modification that if a Town of Jackson employee occupies the unit, the income restriction shall not apply) or a substantially similar successor document agreed to by the Lessor, Lessee and the Housing Department.

(b) "Award" means any compensation or payment made or paid for the Total, Partial, Substantial or Temporary Taking of all of any part of or interest in the Property and/or the Improvements, whether pursuant to judgment, agreement or otherwise.

(c) "Improvements" shall mean the buildings, structures and other improvements, including the building fixtures therein, hereafter located on the Property, including but not limited to the Residential Units; provided, however, that the buildings and structures on the Property as of the Effective Date will be demolished by Lessee and shall not constitute "Improvements" for purposes of this Lease.

(d) "Kelly Place Condominiums" has the meaning set forth in the Recitals.

(e) "Lease" shall mean this ground lease between the Lessee and the Lessor for the Property and shall include any and all duly approved amendments made to this Lease in writing.

(f) "Lease Term" shall have the meaning set forth in Section 2.2.

(g) "Leasehold Mortgage" shall mean any mortgage, deed of trust, security agreement or collateral assignment securing a Loan and encumbering Lessee's leasehold interest in the Property.

(h) "Lender(s)" shall mean only those lenders identified by Lessee to the Lessor in writing, and any assignee of such Lenders who are also identified to the Lessor in writing during the term of the identified loans.

(i) "Loans" shall mean collectively any loans or funding sources originated by Lessee secured by a leasehold interest the Property that are also identified to the Lessor in writing during the term of the loans.

(j) "Loan Documents" shall mean all loan agreements, notes, deeds of trust, security documents, including regulatory agreements, use agreements, security agreements, fixture filings, and financing statements required in connection with any Loans.

(l) "Notice of Intended Taking" means any notice or notification on which a reasonably prudent person would rely, and which said person would interpret as expressing an existing intention of Taking as distinguished from a mere preliminary inquiry or proposal. It includes, without limitation, the service of a condemnation summons and complaint on a party to this Lease. The notice is considered to have been received when a party to this Lease receives from the condemning agency or entity a notice of intent to take, in writing, containing a description or map of the taking which reasonably defines the extent of the taking.

(m) "Partial Taking" means any taking of the fee title of the Property and/or the Improvements that is not either a Total, Substantial or Temporary Taking.

(n) "Party" shall mean the Lessor or the Lessee individually.

(o) "Parties" shall mean the Lessor and the Lessee collectively.

(p) "Property" has the meaning set forth in the Recitals.

(q) "Qualified Buyer" shall mean an individual or household who is qualified to purchase a restricted Workforce Ownership Unit or an Affordable Ownership Unit pursuant to Section 3 of the Rules and Regulations, or a substantially similar successor section.

(r) "Qualified Household" shall mean an individual or household who is qualified to rent a restricted Workforce Rental Unit or an Affordable Rental Unit pursuant to Section 3 of the Rules and Regulations, or a substantially similar successor section.

(s) "Residential Units" has the meaning set forth in Section 2.4(a).

(t) "Rules and Regulations" shall mean any valid and legal duly adopted rule of the

Jackson /Teton County Housing Department (JTCHD). Where this Lease looks to the Housing Department Rules and Regulations, the applicable Rule or Regulation is that in force at the time the definition is relied upon, unless otherwise specified. For example, if the Housing Department was using one definition of "qualified buyer" in October 2021 when one unit was sold, and a different definition of "qualified buyer" in November 2021 when another unit was sold, the October purchaser would have to be a Qualified Buyer under the applicable provision at that time, and the November buyer would have to be a Qualified Buyer under the different applicable provision at that time. Furthermore, where there is conflict between the Housing Department Rules and Regulations and this Lease, this Lease shall control.

(u) "Taking" means institution of any proceedings for the taking or condemnation of all or a portion of the Property by the government of the United States, State of Wyoming, County of Teton, or any other governmental authority, or any other entity under the right of eminent domain. Unless otherwise provided, the taking shall be deemed to occur as of the earlier of (a) the date actual physical possession is taken by the condemnor, or (b) the date on which the right to compensation and damages accrues under the law applicable to the Property and/or the Improvements.

(v) "Substantial Taking" means the taking of so much of the Property and/or the Improvements that the portion of the Property and/or the Improvements not taken cannot be repaired or reconstructed, taking into consideration the amount of the Award available for repair or reconstruction, rendering the Property and/or Improvements economically unfeasible for the Lessee's intended purpose. Eminent domain actions filed by Lessor against owners of portions of the Property and pending as of the date of this Lease shall not be deemed, construed or interpreted as a Substantial Taking under this Lease.

(w) "Temporary Taking" means a taking of all or any part of the Property and/or the Improvements for a term certain which term is specified at the time of taking. Temporary Taking does not include a taking which is to last for an indefinite period or a taking which will terminate only upon the happening of a specified event unless it can be determined at the time of the taking substantially when such event will occur. If a taking for an indefinite term should take place, it shall be treated as a Total, Substantial or Partial Taking in accordance with the definitions set forth herein.

(x) "Total Taking" means the taking of the fee title to all of the Property.

(y) "Workforce Housing Restriction" means the deed restriction for workforce housing titled "Special Restrictions for Workforce Ownership Housing" and dated _____ , or a substantially similar successor document agreed to by the Lessor, Lessee and the Housing Department.

(z) "Weighted Drawing" shall mean the process of selecting buyers for deed restricted units, subsequent to the Initial Sale, pursuant to Section 4 of the Rules and Regulations, or a substantially similar successor section.

(aa) "Initial Sale" shall mean the initial sale by the Lessee of a deed restricted Residential Unit.

## ARTICLE 2. LEASE OF THE PROPERTY; TERM; LEASE PAYMENTS; CONSTRUCTION OF UNITS TAXES AND ASSESSMENTS

2.1 Lease of the Property. The Lessor, for and in consideration of the covenants and agreements to be kept and performed by the Lessee, leases the Property to the Lessee, and in consideration thereof, the Lessee does take, hire and lease the Property from the Lessor pursuant to the terms of this Lease. Concurrently with the execution of this Lease, Lessor and Lessee shall record this Lease in the Office of the Teton County, Wyoming Clerk.

2.2 Term. The term of this Lease shall commence upon the Effective Date and end ninety-nine (99) years from that date, unless sooner terminated as provided for herein (the "Lease Term").

2.3 Lease Payments. The Lessee shall make all lease payments to the Lessor, at Post Office Box 1687, Jackson, Wyoming 83001, or such other place as Lessor may designate in writing. Rent for the Property will be $10.00 per year. If at any time the Property is not used in accordance with the intent of this Lease to provide for decent, affordable housing, the rent shall be increased to an amount calculated by the Town to equal the market rental value of the Property for unrestricted use.

2.4 Construction of Kelly Place Condominiums; Sale of Residential Units and Administration of Special Restriction.

(a) Obligation to Entitle, Develop and Construct. The Lessee shall be obligated to entitle, develop and construct a minimum of twelve (12) residential condominium units consisting of at least twenty-two (22) bedrooms (the "Residential Units") on the Property and a minimum of eighteen (18) parking spaces on the Property, as generally depicted on Exhibit B attached hereto. Lessee shall be obligated to install, at its sole cost and expense, all site improvements required by the laws and regulations of the Town of Jackson, Lessor or desired by Lessee, for the Kelly Place Condominiums, including, but not limited to, the burying or relocation of power lines, utilities, sewer and storm sewer lines, water lines, and storm drains; the connection to sewer, water, storm drain and electrical systems; and the modification of or additions to landscaping and roads on the site or in the adjacent right-of-way. Lessee shall screen and undertake mitigation measures in order to minimize construction disturbance to adjacent and nearby properties and the general public as required by the Jackson Municipal Code.

(b) Building Permit; Verification of Sufficient Funds. Lessee shall submit an application for a building permit within 12 months of the recordation of this Lease. Prior to the issuance of the building permit for the Kelly Place Condominiums, Lessee will provide to Lessor written verification from Lender that Lessee holds sufficient private funding and has secured sufficient third-party financing funds, which financing shall not be defined to include funds from the Town of Jackson, for the completion of the construction of the Kelly Place Condominiums, in a form similar to the attached at **Exhibit D**. Such written verification may include language conditioning the availability of funds on issuance of a building permit. The building permit will not be issued until the foregoing requirement has been deemed satisfied by Lessor in its reasonable discretion. The Lessee, at its expense, will obtain a payment and performance bond pursuant to LDR Sec. 8.2.11, as amended, to ensure the completion of the Kelly Place Condominiums. Lessor shall make all reasonable efforts to timely respond to requests from Lender and Lessee.

(c) Reporting Requirements. Upon commencement of construction, Lessee will review, on a quarterly basis, the progress of the construction with Lessor for the Kelly Place Condominiums. This review will include budget and schedule tracking, as well as a discussion of any key project issues, to ensure all reasonable efforts are being expended towards achieving the construction on time. Lessor, at its sole yet reasonable discretion, may demand and Lessee shall provide, any additional documentation related to the project.

(d) Final Plat. The Lessee shall be obligated to pursue and accomplish the Final Plat approval of the Kelly Place Condominiums, in compliance with the Town of Jackson Land Development Regulations (the "LDRs"). The Final Plat application to the Town of Jackson shall include the following: (i) the Workforce Housing Restriction and/or Affordable Housing Restriction, as applicable; (ii) Kelly Place Condominium Employee Right of Purchase Agreement, in substantially the form attached hereto as Exhibit C (the "Employee Right of Purchase Agreement"); and (iii) the Condominium Declaration for the Kelly Place Condominiums (the "Condo Dec"). The Lessor has discretion, which shall not be unreasonably withheld and provided such discretion is not exercised arbitrarily, to approve or deny the proposed Condo Dec. Criteria for evaluating the Condo Dec includes, but is not limited to: (1) provisions for automatically transferring the declarant's interest in the Property to the condominium owners' association; and (2) provisions designed to capitalize the condominium owners' association for necessary future repairs.

(e) Escrow. Upon Final Plat approval, the Plat, the Workforce and/or Affordable Housing Restriction(s), the Employee Right of Purchase Agreement and the Condo Dec shall be held for recordation by Wyoming Title and Escrow as escrow agent until such time that Lessee obtains Certificates of Occupancy for the Residential Units.

(f) Financial Verification. Upon receipt of a Certificate of Occupancy, Lessee shall deliver to Lessor written confirmation from Lessee's Lender, if any, that Lessee is in good standing with the Loans ("Financial Verification").

(g) Warranty Deed and Termination of Ground Lease. Upon Lessor's satisfaction with the Financial Verification, which satisfaction shall not be unreasonably withheld, Lessor shall execute, and deliver the following documents to the escrow agent: (i) a Warranty Deed from Lessor to Lessee for the Property in form and substance mutually acceptable to Lessor, Lessee and Lender (the "Conveyance Deed"); and (ii) a Termination of Ground Lease that terminates this Lease in form and substance mutually acceptable to Lessor, Lessee and Lender (the "Ground Lease Termination").

(h) Escrow Instructions and Recordation of Documents. Upon satisfaction of Sections 2.4(b) through (e) above, the Lessor and Lessee agree to direct the escrow agent, in writing, to immediately record the Conveyance Deed, the Ground Lease Termination, the Final Plat, the Workforce and/or Affordable Housing Restrictions, the Condo Dec and Employee Right of Purchase Agreement in that order.

(i) Sale of Units. Lessee shall offer the Residential Units for sale as condominiums to Qualified Buyers. Lessee shall maintain the right to rent the Residential Units to Qualified Households pending Initial Sale. Lessee shall have the right to enter into pre-sale agreements for all of the Residential Units.

(j) Date of Completion. Lessee must submit for a certificate of occupancy from the Town of Jackson for the entire project within 24 months of receiving building permit approval from the Town of Jackson, unless the Town of Jackson approves an extension, which extension shall not be unreasonably withheld so long as Lessee is diligently pursuing a certificate of occupancy. Failure to comply with this provision will result in liquidated damages of $100 per day for the first 15 days after a deadline, $250 per day for days 16-30 after a deadline, thereafter, $500 a day in addition to any other remedies the Town of Jackson may have under this Lease or any other applicable law.

(k) Date of Initial Sale. Unless otherwise agreed to, Lessee must sell all Residential Units within 12 months of issuance of the Certificate of Occupancy ("Initial 12 Months").

(i) If after the Initial 12 Months ("First Sales Period 12"), Lessee is unable to sell the Residential Unit(s), the Lessee's deadline to sell all Residential Units shall be extended by 18 months ("Second Sales Period 18"). During the Second Sales Period 18 and prior to Initial Sale, Lessee must rent any unsold Residential Unit to a Qualified Household on the terms and conditions in the applicable deed restriction. This requirement shall in no way prohibit Lessee from selling a Residential Unit during this time period, subject to any applicable leases.

(ii) Notwithstanding the foregoing, the parties acknowledge that market and economic forces beyond the control of any parties to this Lease may impact Initial Sale of the Residential Units. Therefore, in the event the Wyoming Cost of Living Index Northwest Region as published by the Wyoming Department of Administration & Information, Economic Analysis Division declines by at least 2% for 3 quarters or more during the Second Sales Period 18, the Lessee's deadline to sell all Residential Units at its chosen price shall be extended by another 12 months ("Third Sales Period 12"). In the Third Sales Period 12, Lessee must rent any unsold Residential Unit to a Qualified Household on the terms and conditions in the applicable deed restriction. This requirement shall in no way prohibit Lessee from selling a Residential Unit during this time period, subject to any applicable leases.

(iii) If, after the Second Sales Period 18 (or after the Third Sales Period 12 if triggered) Lessee remains unable to sell the Residential Unit(s) at its chosen price, the Lessor or Housing Department will have the right to order an appraisal that will be paid for by Lessee ("First Appraisal"). Such appraisal will be performed recognizing the deed restrictions on the Residential Unit. If the First Appraisal is less than the Lessee's selling price at the time of the First Appraisal, the Lessee will be required to adjust the selling price accordingly, will list the

Residential Unit for sale at or below the appraised value from the First Appraisal, and the Lessee's deadline to sell all Residential Units shall be extended by 12 months from the date the appraisal is received ("Fourth Sales Period 12"). In this period, Lessee must rent any unsold Residential Unit to a Qualified Household on the terms and conditions in the applicable deed restriction. This requirement shall in no way prohibit Lessee from selling a Residential Unit during this time period, subject to any applicable leases.

(iv) If, after the appraisal and expiration of the Fourth Sales Period 12, the Residential Unit(s) has not sold at the appraised price, then a second appraisal shall be ordered ("Second Appraisal"). The Second Appraisal will be performed recognizing the deed restrictions on the Residential Unit. If the Second Appraisal is less than the First Appraisal, the Lessee will be required to adjust the selling price accordingly. If the Second Appraisal is more than the First Appraisal, the selling price shall be reduced by 10% below the First Appraisal. In this period, Lessee must rent any unsold Residential Unit to a Qualified Household on the terms and conditions in the applicable deed restriction. This requirement shall in no way prohibit Lessee from selling a Residential Unit during this time period, subject to any applicable leases

(l) Amendment for Alternative Development Structure. Notwithstanding anything herein to the contrary, if prior to July 15, 2021, Lessor, Lessee and Lender mutually agree upon an alternative development structure that results in Lessor retaining an ownership interest in the Property, then this Lease shall be amended as necessary to accommodate the alternative development structure. If an alternative development structure is not agreed upon by Lessor, Lessee and Lender in writing by July 15, 2021, the Property shall be conveyed in accordance with Section 2.4(g).

(m) Deed Restrictions. Lessee is obligated to record the Workforce Housing Restriction against each Residential Unit in the Kelly Street Condominiums, unless and until Lessee and Lessor agree upon the terms of a 'buy down' by Lessor from Lessee from a Workforce Housing Restriction to an Affordable Housing Restriction. In that event, Lessee shall be required to record an Affordable Housing Restriction for each Residential Unit subject to a buy down.

2.5 Taxes and Assessments.

(a) Payment by Lessee. Lessee covenants and agrees during the entire Lease Term, at its own cost and expense, to pay, subject to any applicable exemptions, prior to delinquency and before any fine, penalty, interest, or other charge may be added to them for nonpayment, all real estate taxes, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature, made, assessed, levied or imposed upon, or due and payable in connection with, or which become a lien upon, the Property, the Improvements located thereon, or any part of the Property or Improvements located thereon, or upon this Lease, as well as assessments for sidewalks, streets, sewers, water, or any other public improvements and any other improvements or benefits which shall, during the Lease Term, be made, assessed, levied, or imposed upon or become due and payable in connection with, or a lien upon the Property, the Improvements, or any part of the Property or Improvements, or upon this Lease. Nothing herein shall impair Lessee's right to request and receive exemption from the payment of real estate taxes. Notwithstanding anything in this Lease to the contrary, Lessee shall not be required to pay any franchise tax or transfer tax imposed on any document to which Lessor is a party (other than this Lease) creating or transferring an estate or interest in the Property, any municipal, state or federal income taxes levied against Lessor, any income, profits or revenues tax, assessment or charge imposed upon the Rent received by Lessor under this Lease, any estate, gift, succession, inheritance or transfer taxes of Lessor, or any business and occupational tax attributed and imposed upon Lessor for work, business or income not related or attributable to the Property.

(b) Lessee's Right to Contest. If Lessee disputes any amount or validity of any liens, taxes, assessments, or charges upon the Property or the Improvements located thereon, Lessee may contest and defend against the same at its cost, and in good faith diligently conduct any necessary proceedings in connection therewith to prevent and avoid the same; provided, however, that such contest shall be prosecuted to a final conclusion as speedily as possible. Lessor agrees to render to Lessee all

reasonable assistance, at no expense to Lessor, in contesting the validity or amount of any such liens, taxes, assessments or charges, but specifically excluding joining in the signing of any protests or pleadings to the tax assessor. During any such contest, Lessee shall (by the payment or bonding of such liens, disputed taxes, assessments or charges, if necessary) prevent any advertisement of tax sale, any foreclosure of, or any divesting thereby of Lessor's title, reversion or other interest in or to the Property.

## ARTICLE 3. MAINTENANCE; USE OF PREMISES

3.1 Title to Improvements.

(a) During the Lease Term, title to all Improvements, now existing or later made, on the Property are and shall be vested in Lessee, provided, however, that Lessee shall have no right to destroy, demolish or remove the Improvements except as specifically provided for in this Lease or as approved in writing by Lessor. Lessor acknowledges and agrees that any and all depreciation, amortization and tax credits for federal or state tax purposes relating to the Improvements located on the Property and any and all additions thereto, substitutions therefor, fixtures therein and other property relating thereto shall be deducted or credited exclusively to Lessee during the Lease Term and for the tax years during which the Term begins and ends.

3.2 Permits; Licenses and Easements; Utilities. The Lessor, by virtue of its fee title to the Property, may hold certain rights, entitlements or credit, and in that capacity, Lessor agrees that, within a reasonable period after receipt of written request from the Lessee, it shall (at no expense to the Lessor) join in any and all applications for permits, licenses or other authorizations required by any governmental or other body claiming jurisdiction in connection with any work the Lessee may do pursuant to this Lease, and shall also join in any grants of easements for public utilities useful or necessary to the development of the Property.

3.3 Use of Property. The Lessee shall at all times during the Lease Term use the Property and the Improvements for the purposes set forth in this Lease, consistent with all applicable zoning and environmental laws of any governmental authority having jurisdiction over the Property and the Improvements. The Lessee agrees to comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the United States, the State of Wyoming, the County of Teton, the Town of Jackson and of any other governmental authority having jurisdiction over the Property or the Improvements. Nothing in this Lease shall be interpreted to prohibit the Lessee from applying for, and the Town of Jackson or any other governmental body from issuing, a variance or variation from the LDRs or other applicable rules, regulations, ordinances or standards.

3.4 Utilities. The Property is currently occupied by a tenant pursuant to a month-to-month lease and said tenancy shall end July 31, 2020. Prior to this lease expiration, the tenant occupying the Property shall pay for all utilities to the Property. After the tenant's lease expires, the Lessee shall be responsible for the cost of all utilities, including water, heat, gas, electricity, waste removal, sewers, and other utilities or services supplied to the Property, and the Lessee shall pay or cause same to be paid currently and as due and such responsibility shall cease with respect to each Residential Unit at the conveyance of each Residential Unit and with respect to any common areas at the conveyance of the final Residential Unit.

3.5 Reserved.

3.6.1 Damage to Person or Property - General Indemnification. During the Lease Term Lessor shall not in any event whatsoever be liable for any injury or damage to any person happening on or about the Property, for any injury or damage to the Improvements, or to any property of Lessee, or to any property of any other person, entity or association on or about the Property. Lessee shall defend, hold harmless and indemnify the Lessor, and its respective officers, agents, and employees (each an "Indemnified Party" and together, the "Indemnified Parties"), of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising from

and during its tenancy, its use of the Property and the Residential Units, and any of its operations activities thereon or connected thereto, including without limitation any subsurface issues that arise during Lessee's construction of the Improvements on the Property and any defects arising from the Lessee's construction of the Improvements on the Property; provided, however, that this Section shall not be deemed or construed to and shall not impose an obligation to indemnify and save harmless the Lessor, the Town or any of their officers, agents or employees from any claim, loss, damage, liability or expense, of any nature whatsoever, arising from or in any way related to or connected with any willful misconduct or gross negligence by the person or entity seeking such indemnity. This Section shall survive termination of this Lease. In the event the improvements are damaged, and Lessee elects not to reconstruct as allowed herein, Lessee shall be responsible for removing debris and improvements and leaving the Property clean at level grade.

3.6.2 Hazardous Materials – Indemnification.

(a) Lessee shall indemnify, defend, and hold the Lessor, and its officials, officers, agents and employees (individually, an "Indemnified Party" and collectively, the "Indemnified Parties") harmless from and against any and all losses, costs, claims, damages, liabilities, and causes of action of any nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel and engineering consultants) (the "Liabilities") incurred by or asserted against any Indemnified Party in connection with, arising out of, in response to, or in any manner relating to violation of any Environmental Law, or any Release, threatened Release and any existing or future condition of pollution, contamination or Hazardous Substance-related nuisance on, or under or from the Property. The foregoing indemnity shall apply to any Liabilities arising from and during Lessee's tenancy. This Section shall survive termination of this Lease.

(b) For purposes of this Section 3.6.2, the following definitions shall apply:

(i) "Hazardous Substance" shall have the meaning set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended as of the date of this Agreement, 42 U.S.C. '9601(14), and in addition shall include, without limitation, petroleum (including crude oil or any fraction thereof) and petroleum products, asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs"), PCB-containing materials, all hazardous substances identified in the Wyoming Health & Safety Code 25316 and 25281(d), all chemicals listed pursuant to the Wyoming Health & Safety Code 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, or contaminant under Environmental Law.

(ii) "Environmental Law" shall include all federal, state and local laws, regulations and ordinances governing hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or storage, and employee or community right-to-know requirements related to the work being performed under this Lease.

(iii) "Release" shall mean any spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discharging of barrels, containers, and other closed receptacles containing any Hazardous Substances.

## ARTICLE 4. MORTGAGE LOANS

4.1 Liens and Encumbrances Against Lessee's Interest in the Leasehold Estate. The Lessee shall have the right to mortgage, pledge, deed in trust, assign rents, issues and profits and/or collaterally (or absolutely for purposes of security if required by any Lender) assign its interest in this Lease or otherwise encumber the leasehold estate, and/or the interest of Lessee hereunder, in whole or in part, and any interests or rights appurtenant to this Lease, and to assign or pledge the same as security for any debt (the holder of such mortgage, pledge or other encumbrance, and the beneficiary of any such deed of trust being hereinafter referred to as "Mortgagee" and the mortgage, pledge, deed of trust or other instrument hereinafter referred to as "Leasehold Mortgage").

4.2 Cost of Loans to be Paid by Lessee. The Lessee affirms that it shall bear all of the

costs and expenses in connection with (i) the preparation and securing of the Loans, (ii) the delivery of any instruments and documents and their filing and recording, if required, and (iii) all taxes and charges payable in connection with the Loans.

4.3 Proceeds of Loans. It is expressly understood and agreed that all Loan proceeds shall be paid to and become the property of Lessee, and that the Lessor shall have no right to receive any such Loan proceeds. All Loan proceeds shall be used in conjunction with this project.

4.4 Notice and Right to Cure Defaults Under Loans. Any Loan which encumbers the leasehold must provide the Town of Jackson with adequate rights to cure any defaults by Lessee, including (a) providing the Lessor or its successor with copies of any notices of default at the same time and in the same manner as provided to Lessee, and (b) providing the Lessor with a cure period of at least forty-five (45) days to cure any default.

4.5 Notice to Lessor of Leasehold Mortgages. Lessee shall provide written notice to Lessor of the name and address of each Lender under this Lease, and shall provide Lessor with updates based on any changes in name or address or assignments that occur.

4.6 Pledge of Property. In addition to the Leasehold Mortgage, the Lender requires, and Lessor hereby agrees, that prior to the closing of the Loan, Lessor shall pledge the Property to Lender in form and substance approved by Lessor, Lessee and the Lender, such approval not to be unreasonably withheld. If Lessor fails to pledge Property required by this provision, Lessee shall have the right to terminate this Lease. The pledge contemplated by this Section is made in accordance with Wyoming Statutes §§15-10-103 et seq., as amended.

## ARTICLE 5. INSURANCE

5.1 Required Insurance Coverage.

(a) Property Insurance. The Lessee shall during the Lease Term keep the Improvements insured against loss or damage by a property insurance policy providing coverage of the perils of direct damage as insured under the Insurance Services Office (ISO) "Causes of Loss-Special Form" or equivalent with limits in sufficient amounts such that the proceeds of such insurance shall not be less than the replacement value of the Improvements.

(b) Commercial General Liability (CGL) Insurance. During the Lease Term, the Lessee shall keep in full force and effect a policy or policies of Commercial General Liability insurance against liability for bodily injury to or death of any person or property damage arising out of an occurrence on or about the Property. The limits of such insurance shall be not less than Three Million Dollars ($3,000,000) combined single limit for bodily injury and property damage. Lessor shall be named as an additional insured.

(c) Builders' Risk Insurance. During the course of any alteration, construction or reconstruction, the cost of which exceeds One Hundred Thousand Dollars ($100,000), either Lessee or its contractor shall provide builders' risk insurance for not less than the amount of work to be performed, insuring against the perils of direct damage as insured under the Insurance Services Office ISO "Causes of Loss - Special Form" or equivalent.

(d) Workers Compensation. If Lessee has employees, it shall obtain and maintain workers compensation insurance in amounts required by applicable law.

(e) Adjustment of Coverage Limits. Whenever the insurance coverages required by this Section are renewed or extended, the Lessee shall increase the coverage limits required to an amount that incorporates the insurance coverage limits customarily required by its Lender at the time the insurance is renewed or extended which shall be confirmed at such time by Lessee by obtaining documentation of the insurance coverage limits required by at least one Teton County, Wyoming lender for financing of similar types of property.

5.2 Insurance Policies and Premiums.

(a) All policies required by this Lease shall name the Lessor as an additional insured.

(b) Any policy of insurance shall provide that any change or cancellation of said policy shall be made in writing and sent to the Lessee and the Lessor at their respective principal offices at least thirty (30) days before the effective date of change or cancellation.

(c) Any insurance provided for in this Article 5 may be placed by a policy or policies of blanket and/or excess liability (or umbrella) insurance.

5.3 Proceeds of Insurance.

(a) For so long as any Loan on the Improvements is outstanding, all fire and standard risk or extended coverage (casualty) insurance proceeds shall be applied to the payment of the costs of repairing or rebuilding that part of the Improvements damaged or destroyed if to the extent required, each Lender with an outstanding Loan permits such repair or rebuilding. If the Improvements are not repaired or rebuilt per the Lenders with outstanding Loans prohibiting such repair or rebuilding, all such proceeds shall be applied in a manner consistent with the terms of the Loans with any excess of any proceeds being paid to Lessee.

(b) In the event that no Loan is outstanding, all insurance proceeds received under the policies set forth in this Article shall be paid to the Lessee, provided that the Lessee shall apply such proceeds to the repair or rebuilding of the Improvements, and if repair or rebuilding is not economically feasible in Lessee's reasonable discretion, then all insurance proceeds shall be paid to Lessor and Lessee shall have no further obligation to repair or rebuild the Improvements. Lessor, at its sole discretion, may demand and Lessee shall provide, relevant and appropriate documentation related to the insurance proceeds received; the repair or rebuilding of the Improvements; and the economic infeasibility of the repair or rebuilding of the Improvements.

## ARTICLE 6. CONDEMNATION

6.1 Taking of Land or Improvements. If, during the term of this Lease, there is any Taking of all or any part of the Improvements, or the Property, the rights and obligations of the parties shall be determined as follows:

6.2 Total Taking. If the Improvements, or the Property are totally taken by condemnation, this Lease shall terminate on the date of the taking. If this Lease is terminated pursuant to this Section, the Award for such taking shall be apportioned and distributed as follows:

(a) First, to the Mortgagees, if any, to the extent of the Leasehold Mortgage;

(b) Second, to Lessee, a sum equal to the fair market value of the Improvements on the date immediately preceding the Taking as determined by the appraisal method set forth in Section 6.7 and determined as if there were no Taking, nor threat of condemnation; plus the residual value of the Term, subject to the rent reserved; and

(c) Third, to Lessor, the remainder, if any.

6.3 Reserved.

6.4 Substantial Taking.

(a) In the event of a Substantial Taking, Lessee may, subject to the rights of the Mortgagee, if any, terminate this Lease. If Lessee elects to terminate this Lease under this provision, Lessee shall give written notice of its election to do so to Lessor within forty-five (45) days after receipt of

a copy of a Notice of Intended Taking.

(b) In the event Lessee terminates this Lease in accordance with this Section, such termination shall be as of the time when the Taking entity takes possession of the portion of the Property and the Improvements taken. In such event, the Award for such Substantial Taking (including any award for severance, consequential or other damages which will accrue to the portion of the Property and/or the Improvements not taken) shall be apportioned and distributed as follows:

(i) First, to the Mortgagee, if any, to the extent of the Leasehold Mortgage;

(ii) Second, to Lessee a sum equal to the fair market value of the Improvements taken preceding the date of the Taking as determined by the appraisal process provided for in Section 6.7, plus the residual value of the Term, subject to the rent reserved; and

(iii) Third, to Lessor, the remainder, if any.

(c) Notwithstanding anything to the contrary contained in Section 6.7, if Lessee has elected to terminate this Lease, and the Taking authority abandons or revises the Taking, Lessee shall have forty-five (45) days from receipt of written notice from the Taking authority of such abandonment or revision to revoke its notice of termination of this Lease.

6.5 Partial Taking.

(a) In the event of a Partial Taking, this Lease shall continue in full force and effect and there shall be no abatement in or reduction of any of Lessee's obligations hereunder.

(b) The Award for such Partial Taking shall be apportioned and distributed first to the Mortgagee, if any, to the extent of the Leasehold Mortgage, then to Lessor and Lessee in proportion to the fair market value of their respective interests in the Property and Improvements, as such interests existed immediately prior to such Partial Taking.

(c) The fair market value of the parties' respective interests in the Property and the Improvements shall be determined by the appraisal process provided in Section 6.7.

(d) Any Award for severance, consequential or other damages which accrues by reason of the Partial Taking to the portion of the Property or the Improvements not taken shall be distributed first to the Mortgagee, if any, to the extent of the Leasehold Mortgage, then shall be apportioned between Lessor and Lessee in accordance with the diminution in value of their respective interests.

6.6 Temporary Taking.

(a) In the event of a Temporary Taking of the whole or any part of the Property and/or Improvements, the Term shall not be reduced or affected in any way and Lessee shall continue to pay in full any sum or sums of money and charges herein reserved and provided to be paid by Lessee, and, Lessee shall be entitled to any Award or payment for the temporary use of the Property and/or Improvements prior to the termination of this Lease, and Lessor shall be entitled to any Award or payment for such use after the termination of this Lease. In addition, if a Temporary Taking has a material effect on Lessee's obligations under this Lease, then Lessee's obligations shall be equitably extended by the time of the temporary taking, while taking into account that portion of the Property not available for Lessee to fulfill its development obligations.

(b) Any Award or payment for damages or cost of restoration made for a Temporary Taking that occurred during the Term of this Lease shall be paid first to the Mortgagee, if any, to the extent of the Leasehold Mortgage, then to Lessee for impacts to the Improvements, together with the remaining balance of any other funds paid to Lessor for such damages or cost of restoration.

6.7 Appraisal. Whenever an appraisal of the Property or the Improvements is called for under the terms of this Lease, the parties shall use the following procedure:

(a) Appointment of Appraiser. Within ten (10) days after notice from Lessor to Lessee, Lessor and Lessee shall each appoint a MAI appraiser to participate in the appraisal process provided for in this Section 6.7 and shall give written notice thereof to the other party. Upon the failure of either party to appoint, the non-defaulting party shall have the right to apply to the District Court of Teton County, Wyoming, to appoint an appraiser to represent the defaulting party. Within ten (10) days of the parties' appointment, the two (2) appraisers shall jointly appoint a third MAI appraiser and give written notice thereof to Lessor and Lessee, or if within ten (10) days of the appointment of said appraisers the two (2) appraisers shall fail to appoint a third, then either party hereto shall have the right to make application to said District Court to appoint such third appraiser.

(b) Determination of Fair Market Value.

(i) Within thirty (30) days after the appointment of the third appraiser, the appraisers shall determine the fair market value of the Property and/or the Improvements in accordance with the provisions hereof, and shall execute and acknowledge their determination of fair market value in writing and cause a copy thereof to be delivered to each of the parties hereto.

(ii) The appraisers shall determine the fair market value of the Property and the Improvements based on sales of comparable property in the area in which the Property are located; provided, however, the appraisal should reasonably reflect the deed restrictions imposed on the Property and/or the Improvements pursuant to Article 2 of this Lease.

(iii) If a majority of the appraisers are unable to agree on fair market value within thirty (30) days of the appointment of the third appraiser, the three (3) appraisals shall be added together and their total divided by three (3). The resulting quotient shall be the fair market value of the Property and the Improvements. If, however, either the low appraisal and/or high appraisal is ten percent (10%) lower or higher than the middle appraisal, such appraisal shall be disregarded. If only one appraisal is disregarded, the remaining two appraisals shall be added together and their total divided by two (2). The resulting quotient shall be the fair market value of the Property and the Improvements. If both the low and high appraisals are disregarded, the middle appraisal shall be the fair market value of the Property.

(c) Payment of Fees. Each of the parties hereto shall (a) pay for the services of its appointee, (b) pay one-half (1/2) of the fee charged by the appraiser selected by their appointees, and (c) pay one-half (1/2) of all other proper costs of the appraisal.

6.8 Lessor's Waiver of Rights to Eminent Domain. Lessor hereby waives any and all rights to condemnation or eminent domain of the Property for the duration of the Lease Term.

## ARTICLE 7. ASSURANCES OF LESSOR

7.1 Lessor to Give Peaceful Possession. The Lessor covenants that it owns the Property in fee simple, and that it has good and marketable title to the Property, that as of the date of execution of this Lease, the Property is free of all easements, covenants, conditions and restrictions except as disclosed in writing to Lessee. The Lessor has the full right and authority to make this Lease. The Lessor covenants and warrants that the Lessee shall have, hold and enjoy, during the Lease Term, peaceful, quiet and undisputed possession of the Property leased without hindrance or molestation by or from Lessor so long as no Event of Default exists.

7.2 Lessor to Lease the Property with Marketable Title. The Lessor covenants and warrants that as of the date of execution of this Lease, there are no outstanding liens and encumbrances on the Property and Lessor shall provide Lessee with a title commitment for the Property with an effective date equivalent to the effective date of this Lease.

7.3 Release of Lessor. The Lessor may sell, assign, transfer or convey (but not encumber), with the prior written consent of the Lenders, which shall not be unreasonably withheld, conditioned or delayed, all or any part of Lessor's interest in the Property or this Lease without obtaining Lessee's consent, provided that the purchaser, assignee, or transferee expressly assumes all of the obligations of the Lessor under this Lease by a written instrument in a form reasonably satisfactory to the Lessee and recordable in the Office of the Teton County, Wyoming Clerk (an "Assumption Agreement"). Any such sale, assignment, transfer or conveyance shall be subject to this Lease, which shall remain in full force and effect unless otherwise agreed. If Lessor intends to sell, assign, transfer, or convey its interest in the Property or this Lease, it shall give Lessee good faith notice of such intention as early as possible (preferably before a contract to assign, transfer or convey is signed). Lessor shall not be liable for any claims or liabilities that arise from this Lease after the execution of an Assumption Agreement. However, Lessor shall remain liable (to the extent provided by this Lease or by law) for any claims or liabilities that arise from this Lease prior to the execution of an Assumption Agreement.

## ARTICLE 8. DEFAULTS AND REMEDIES

8.1 Events of Default; Notices.

(a) Any one or more of the following events shall constitute an "Event of Default".

(1) Failure to make Lease payments, as required pursuant to Section 2.3 of this Lease, or any other payment required under this Lease, and continuance of such failure for a period of thirty (30) days after receipt by the Lessee of written notice specifying the nonpayment;

(2) Failure of the Lessee to observe and perform any material covenant, condition or agreement hereunder on its part to be performed, and (i) continuance of such failure for a period of sixty (60) days after receipt by the Lessee of written notice specifying the nature of such default, or (ii) if by reason of the nature of such default the same cannot be remedied within said sixty (60) days, the Lessee fails to proceed with reasonable diligence after receipt of said notice to cure the same.

(3) A general assignment by the Lessee for the benefit of creditors; or

(4) The filing of a voluntary petition by the Lessee, or the filing of an involuntary petition by any of the Lessee's creditors seeking the rehabilitation, liquidation or reorganization of the Lessee under any law relating to bankruptcy, insolvency or other relief of debtors, provided that in the case of an involuntary petition Lessee shall have ninety (90) days to cause such petition to be withdrawn or dismissed; or

(5) The appointment of a receiver or other custodian to take possession of substantially all of Lessee's assets or of this leasehold which appointment is not withdrawn or dismissed within ninety (90) days; or

(6) The Lessee becomes insolvent or declares it is unwilling to pay its debts as they become due; or any court enters a decree or order directing the winding up or liquidation of Lessee or of substantially all of its assets; or the Lessee takes any action toward the dissolution or winding up of its affairs or the cessation or suspension of its use of the Residential Units; or

(7) Attachment, execution or other judicial seizure of substantially all of the Lessee's assets or this leasehold, which is not dismissed, bonded, or stayed within ninety (90) days.

8.2 Remedy of Material Breach by Lessee. Lessor may terminate this Lease at any time after the occurrence of an Event of Default hereunder and exhaustion of all applicable cure periods, subject to Lessor's payment to Lessee for the Improvements as provided herein. If notice of termination is provided to Lessee while construction is less than or equal to 25% complete as determined by Lessee's construction schedule, Lessor shall pay to Lessee fair market value of the Improvements less 20%. If notice of termination is provided to Lessee while construction is between 26-50% complete as determined by Lessee's construction schedule, Lessor shall pay to Lessee fair market value of the Improvements less 15%. If notice of termination is provided to Lessee while construction is between 51-75% complete

as determined by Lessee's construction schedule, Lessor shall pay to Lessee fair market value of the Improvements less 10%. If notice of termination is provided to Lessee while construction is between 76-100% complete, Lessor shall pay to Lessee fair market value of the Improvements.

Lessor may terminate this Lease by giving Lessee written notice thereof, setting forth in such notice an effective date for termination which is not less than thirty (30) days after the date of such notice, in which event this Lease and Lessee's estate created hereby and all interest of Lessee and all parties claiming by, through or under Lessee shall automatically terminate upon the effective date for termination as set forth in such notice, with the same force and effect and to the same extent as if the effective date of such notice had been the date originally fixed in Article 2 hereof for the expiration of the Lease Term. In such event, Lessor, its agents or representatives, shall have the right, without further demand or notice, to reenter and take possession of the Property (including all buildings and other Improvements comprising any part thereof) at any time from and after the effective termination date without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or existing breaches of covenants. Upon the exercise of Lessor's remedies pursuant to this Section, and payment to Lessee of the value of the Improvements as provided herein, Lessee shall execute such releases, deeds and other instruments in recordable form as Lessor shall reasonably request in order to accurately set forth of record the then current status of Lessee's estate and Lessee's rights hereunder.

8.3 Deficiency Judgments. Lessor, for itself and for each and every succeeding owner of Lessor's estate in the Property, agrees that it shall not be entitled to seek a personal judgment against Lessee and that upon any Event of Default hereunder, the rights of Lessor to enforce the obligations of Lessee, its successors or assigns, or to collect any judgment, shall be limited to the termination of this Lease and of Lessee's estate and the enforcement of any other rights and remedies specifically granted to Lessor hereunder.

## ARTICLE 9. ASSIGNMENTS AND TRANSFERS

9.1 Consent Required. Except as expressly provided herein, Lessee shall not, without the prior written consent of Lessor which shall not be unreasonably withheld, conditioned or delayed, assign this Lease or any interest therein ("Transfer"). A Transfer shall be deemed to include any attempt by Lessee to make or permit any voluntary or involuntary, total or partial, sale, assignment, conveyance, mortgage, pledge, encumbrance, or other transfer of any or all of the Improvements, unless explicitly provided otherwise herein. Any attempt to Transfer Lessee's interest in this Lease without Lessor's prior written consent shall be null and void, and any assignee, sublessee, secured party or transferee shall acquire no right or interest by reason of such attempted Transfer.

9.2 Permitted Transfers. Notwithstanding the foregoing, Lessor's prior written consent of a Transfer or conveyance of Lessee's leasehold interest in the Property, or any part thereof, shall not be required to effectuate a Transfer to a Wyoming entity owned entirely by Lessee ("Permitted Transfer"). In the event of a Permitted Transfer by Lessee pursuant to this Section, Lessee nevertheless agrees that within thirty (30) days following such Permitted Transfer it shall give written notice to Lessor of such assignment or transfer along with a true and complete copy of the executed assignment or transfer document.

## ARTICLE 10. MISCELLANEOUS

10.1 Instrument Is Entire Agreement. This Lease including the Recitals above and the attached Exhibits constitute the entire agreement between the Parties with respect to the matters set forth in this Lease. This Lease shall completely and fully supersede all other prior understandings or agreements, both written and oral, previously entered into between the Lessor and the Lessee relating to the Lease of the Property by the Lessor to the Lessee.

10.2 Notices. All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested, or by Federal Express, or by hand delivery by a recognized, reputable courier, to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt.

Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any Party, from time to time, may change its address for notices hereunder. Legal counsel for the respective Parties may send to the other Party any notices, requests, demands or other communications required or permitted to be given hereunder by such Party. Irrespective of the method of notice selected, notice shall also be given by email:

| | |
|---|---|
| If to the Lessee: | XXX |
| To Lessor at: | Town Attorney<br>Town of Jackson<br>P.O. Box 1687<br>Jackson, Wyoming 83001<br>lcolasuonno@jacksonwy.gov |
| With a copy to: | Town Clerk<br>Town of Jackson<br>P.O. Box 1687<br>Jackson, Wyoming 83001<br>sbirdyshaw@jacksonwy.gov |
| With a copy to: | Jackson / Teton County Housing Department<br>P.O. Box 714<br>Jackson, Wyoming 83001<br>ahnorton@tetoncountywy.gov |

10.3 Non-Waiver of Breach. Neither the failure of the Lessor or the Lessee to insist upon strict performance of any of the covenants and agreements of this Lease nor the failure by the Lessor or the Lessee to exercise any rights or remedies granted to such Party under the terms of this Lease shall be deemed a waiver or relinquishment (i) of any covenant contained in this Lease or of any of the rights or remedies of the Lessee or the Lessor under this Lease, or (ii) the right in the future of the Lessor or the Lessee to insist upon and to enforce by any appropriate legal remedy a strict compliance with all of the covenants and conditions of this Lease.

10.4 Effective Date; Counterparts. This Lease shall be effective during the Lease Term. This Lease may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

10.5 Lease Binding on Successors. This Lease and all of its provisions and attached Exhibits shall inure to the benefit of, and shall be binding upon, the Lessor, the Lessee, and their respective permitted successors and permitted assigns and, as provided in this Lease, Lenders of the Lessee.

10.6 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the Parties or by any third party to create the relationship of principal or agent or of partnership, joint venture or association or of buyer and seller between the Lessor and the Lessee, it being expressly understood and agreed that neither the computation of any payments and other charges under the terms of this Lease nor any other provisions contained in this Lease, nor any act or acts of the Parties, shall be deemed to create any relationship between the Lessor and the Lessee other than the relationship of landlord and tenant.

10.7 No Merger. There shall be no merger of this Lease or any interest in this Lease nor of the leasehold estate created by this Lease, with the fee estate in the Property, by reason of the fact that this Lease or such interest in the Lease, or such leasehold estate may be directly or indirectly held by or for the account of any person who shall hold the fee estate in the Property, or any interest in

such fee estate, nor shall there be such a merger by reason of the fact that all or any part of the leasehold estate created by this Lease may be conveyed or mortgaged in a leasehold mortgage to a leasehold mortgagee who shall hold the fee estate in the Property or any interest of the Lessor under this lease.

10.8 Gender and Number. Words of any gender used in this Lease shall be held to include any other gender, and any words in the singular number shall be held to include the plural (and vice versa), when the sense requires.

10.9 Titles. The titles and article or paragraph headings are inserted only for convenience, and are in no way to be construed as a part of this Lease or as a limitation on the scope of the particular provisions to which they refer.

10.10 Severability. If any provision of this Lease or the application of any provision to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

10.11 Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Wyoming.

10.12 Amendments. This Lease may not be amended or modified without the prior written consent of Lessor and Lessee. The Town Manager of the Town of Jackson, or his or her designee, shall have the authority on behalf of the Lessor to approve amendments to this Agreement.

10.13 No Mortgage Encumbrance by Lessor. Except as contemplated by Section 4.6, Lessor shall not mortgage its fee estate unless there exists an express subordination of any fee mortgage to Lessee's interest in the Lease. Lessee shall not be obligated to subordinate its leasehold interest and any interests in subleases and subrents to a subsequent mortgage of the fee estate granted by Lessor.

10.14 Governmental Immunity. Lessor does not waive its governmental immunity by entering into this Ground Lease and specifically retains immunity and defenses available to it as a governmental entity pursuant to Wyo. Stat. Ann. §1-39-101, *et seq.,* and all other state law.

10.15 Joint Drafting. The parties to this Lease acknowledge that this instrument was an exercise in joint drafting, and shall not be construed against either party due to its position as the drafter.

## ARTICLE 11. LENDER PROTECTIONS AND OBLIGATIONS

11.1 Rights and Obligations of Lenders. If Lessee obtains a Leasehold Mortgage in accordance with the provisions of Article 4, as long as any such Leasehold Mortgage shall remain unsatisfied of record, the following provisions shall apply:

(a) No Cancellation. Lessor will not cancel, accept a surrender of, terminate or modify this Lease in the absence of a default by Lessee without the prior consent in writing of the Lender and until Lessor has complied with the provisions of this Article as to the Lender's rights to cure and obtain a new lease.

(b) Notice of Defaults to Lender. Lessor agrees to give to each Lender a written copy of all notices of default that Lessor gives to Lessee; provided, however, that the failure to give notice to Lender will not invalidate or otherwise affect the notice given to Lessee. Such copy shall be mailed or delivered to any Lender at, or as near as possible to, the same time such notices are given to Lessee. Upon the execution of any Leasehold Mortgage, Lessor shall be informed in writing of the vesting of the security interest evidenced by the Leasehold Mortgage and of the address to which all notices to the Lender are to be sent. Any notices of default given by Lessor under the Lease shall describe the default(s) with reasonable detail. Each Lender shall have the right to cure any breach or default within the time

periods given below.

(c) Lender's Cure Rights.

(i) Notice and Cure. After receipt by Lender of a notice of default under the Lease and the expiration of any applicable period of cure given to Lessee under the Lease, Lessor shall not terminate the Lease or exercise its other remedies under the Lease if:

1. Within sixty (60) days after Lender's receipt of the notice of default, any Lender (i) cures the default, or (ii) if the default reasonably requires more than sixty (60) days to cure, commences to cure said default within such sixty (60) day period and thereafter diligently prosecutes the same to completion; or

2. Where the default cannot be cured by payment or expenditure of money or without possession of the Property or otherwise and Lender initiates foreclosure or other appropriate proceedings within sixty (60) days after receipt of the notice of default, and thereafter cures all other defaults reasonably capable of cure by the payment of money to Lessor, and thereafter continues to pay all rents, real property taxes and assessments, and insurance premiums to be paid by Lessee under the Lease, then Lender shall have sixty (60) days from the date of acquisition of the leasehold interest to cure any remaining default; provided, however, that if any such remaining default, by its nature, is such that it cannot practicably be cured within sixty (60) days, then Lender shall have such additional time as shall be reasonably necessary to cure the remaining default provided that Lender commences such cure within such sixty (60)-day period and thereafter diligently prosecutes the cure to completion..

(ii) Lessor agrees to accept performance by Lender of all cures, conditions and covenants as though performed by Lessee, and agrees to permit Lender access to the Property to take all such actions as may be necessary or useful to perform any condition or covenants of the Lease or to cure any default of Lessee.

(iii) If Lender elects to acquire the leasehold interest as provided in Section 11(c)(i)(2) [foreclosure], then upon Lender's acquisition of the leasehold interest, whether by power of sale or otherwise or by deed or assignment in lieu of foreclosure, or if a receiver be appointed, the Lease shall continue in full force and effect subject to Section 11.4.

(d) Post-Termination New Lease. In the event this Lease is terminated for any reason, except in the case of Ground Lease Termination when the Property is conveyed to Lessee, prior to the end of the Lease Term, Lessor shall promptly give Lender written notice of such termination and Lessor may, at Lender's election, enter into a new lease ("New Lease") with Lender or Lender's nominee covering the Property, provided that Lender (i) requests such New Lease by written notice to Lessor within sixty (60) days after Lender's receipt of written notice by Lessor of termination of the Lease, and (ii) cures all prior defaults of Lessee that are reasonably capable of being cured by Lender and for any default that, by its nature, is such that it cannot practicably be cured within sixty (60) days, Lender commences to cure said default within such sixty (60) day period and thereafter diligently prosecutes the same. The New Lease shall be for the remainder of the Lease Term, effective at the date of such termination, subject to Section 11.4 and the rent shall be increased to an amount calculated by the Lessor to equal the market rental value of the Property for unrestricted use. In connection with a New Lease, Lessor shall assign to Lender or its nominee all of Lessor's interest in existing subleases, if any, of all or any part of the Property and all attornments given by the sublessees. Lessor shall not terminate or agree to terminate any sublease or enter into any new lease or sublease for all or any portion of the Property without Lender's prior written consent, unless Lender fails to deliver its request for a New Lease under this Section. In connection with any such New Lease, Lessor shall, if Lessor has title to the Improvements, convey by warranty deed to Lender or its nominee title to the Improvements, which become vested in Lessor as a result of termination of the Lease.

(e) Permitted Delays. So long as Lender is prevented by any action by any court having jurisdiction or of any bankruptcy or insolvency proceeding involving Lessee or any other person, from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof, the

time periods specified in Sections 11.1(c)(i)(1) and (2) above shall be extended for the period of such prohibition provided that Lender (i) uses reasonable efforts to contest and appeal the issuance or continuance of any such process; and (ii) that Lender shall have fully cured any default in the payment of any monetary obligations of Lessee under this Lease and shall continue to pay currently such monetary obligations as and when the same fall due.

11.2 Lender Obligation to Provide Notice of Default and Right to Cure Default of Leasehold Mortgage; Lessor's Forbearance.

(a) Notice of Default.

(i) Right to Cure. If a Lender sends notice of default of a Leasehold Mortgage to the Lessee, the Lender shall, at the same time, send a copy of that notice to the Lessor. Upon receiving a copy of the notice of default and within that period of time in which the Lessee has a right to cure such default, the Lessor shall have the right to cure the default on the Lessee's behalf, provided that all current payments due the Lender since the notice of default was given are made to the Lender.

(ii) Option to Purchase. If, after the cure period has expired, the Lender intends to accelerate the note secured by the Leasehold Mortgage or begin foreclosure proceedings, the Lender shall first notify the Lessor of its intention to do so, and Lessor shall then have the right, upon notifying the Lender within thirty (30) days of receipt of such notice, to acquire the Leasehold Mortgage by paying off the debt secured by the Leasehold Mortgage (the "Option").

(iii) Option to Purchase Post-Foreclosure. If the Lender acquires the leasehold interest and Improvements through foreclosure or acceptance of a deed in lieu of foreclosure (in which event the Lease shall continue in full force and effect and Lessor shall treat the Lender as Lessee subject to Section 11.4), the Lender shall give Lessor written notice of such acquisition and Lessor shall then have an option to purchase the leasehold interest and Improvements from the Lender for the full amount owing to the Lender under the Leasehold Mortgage, subject to any applicable redemption rights.

(iv) Lender shall not be required to complete any Improvements prior to exercising its right to accelerate indebtedness or foreclose pursuant to this Article 11. To exercise any Option hereunder, Lessor must give written notice to the Lender of its intent to purchase the leasehold interest and Improvements within thirty (30) days following Lessor's receipt of the Lender's notice. Lessor must then complete the purchase within sixty (60) days of having given written notice of its intent to purchase or, with Lender's approval, a mutually agreed upon period. If Lessor does not complete the purchase within this sixty (60) day period, the Lender shall be free to sell the leasehold interest and Improvements to any person or entity, subject to any applicable redemption rights. If the Lender sells or otherwise conveys or assigns the leasehold interest to a third party, the Lease shall continue in full force and effect and Lessor shall treat the third-party successor in interest as Lessee subject to Section 11.4.

(b) Insurance and Condemnation. In the event of any casualty to, or condemnation of, all or any part of the Property or any Improvements now or hereafter located thereon, the provisions of the Leasehold Mortgage, relating thereto shall prevail over any provisions of this Lease relating thereto.

11.3 No Liability of Lender for Prior Indemnified Acts. A Lender shall not be obligated to assume the liability of Lessee for any indemnities arising for a period prior to Lender's acquiring the right to possession of the Property under this Lease. The Lessee remains liable for said acts.

11.4 Survival of Provisions in Section 2.4. In the event of Lender's acquisition of the leasehold interest, or a New Lease is entered into pursuant to Section 11.1(d), the Lease shall continue in full force and effect except that covenants, conditions and restrictions in Sections 2.4(b) [verification of sufficient funds], 2.4(c) [reporting requirements], 2.4(e) [escrow], 2.4(i) [restriction on sale of units],2.4(j) [date of completion], and 2.4(k) [date of initial sale] shall be deleted and the obligations to provide and record the Workforce Housing Restrictions or Affordable Housing Restrictions, as applicable, and the Right of First Purchase Agreement shall be deleted from Sections 2.4(d) and 2.4(h).

## ARTICLE 12. - FORCE MAJEURE

12.1 If Lessee is delayed or hindered in or prevented from the performance of any act required under this Lease by reason of labor troubles, inability to procure material or labor, failure of power, restrictive governmental laws or regulations, riots, war, epidemics, pandemics, fires, natural disasters, or other reason of a like nature not the fault of the parties, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. There must be a correlation between the event or circumstance and the obligation sought to be delayed. Where the force majeure event or circumstance substantially frustrates the purpose of this Lease without fault by the parties, the Lessee's obligations may be fully discharged under the Lease.

If a party seeks to invoke this provision, it shall provide written notice of its intent to do so to the other as soon as practically possible, which notice must include (i) the party's reason for invoking this force majeure provision, (ii) the correlation between the force majeure event and the obligation sought to be delayed or discharged, and (iii) an estimate as to the length of time the party anticipates being delayed, hindered or prevented from performing under this Lease.

12.2 No prevention, delay, or stoppage of performance shall be excused unless the party notifies the other within thirty 30 days of such prevention, delay or stoppage that it is claiming excuse of its obligations under this Article 12.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first written above.

**LESSEE**:

_____, a Wyoming limited liability company

By:_____
Title:_____

By:_____
Title:_____

STATE OF WYOMING )
) ss.
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by _____, as _____ of _____, and _____, as _____ of _____, a Wyoming limited liability company, each who are personally known to me or who provided sufficient evidence of their identity to me, this _ day of _____, 2020.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires:

TOWN OF JACKSON

BY:_____
its Mayor

ATTEST:

BY:_____
its Town Clerk

State of Wyoming )
) ss.
County of Teton )

The foregoing instrument was acknowledged before me by Pete Muldoon, as Mayor, and Sandy Birdyshaw, as Town Clerk, , respectively, of the Town of Jackson, each who are personally known to me or who provided sufficient evidence of their identity to me, this _____ day of _____, 2020.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:

**Lender**:

_____

**Exhibit A**
**Legal Description of the Property**

**(see attached deed)**

**Exhibit B**

**(see attached)**

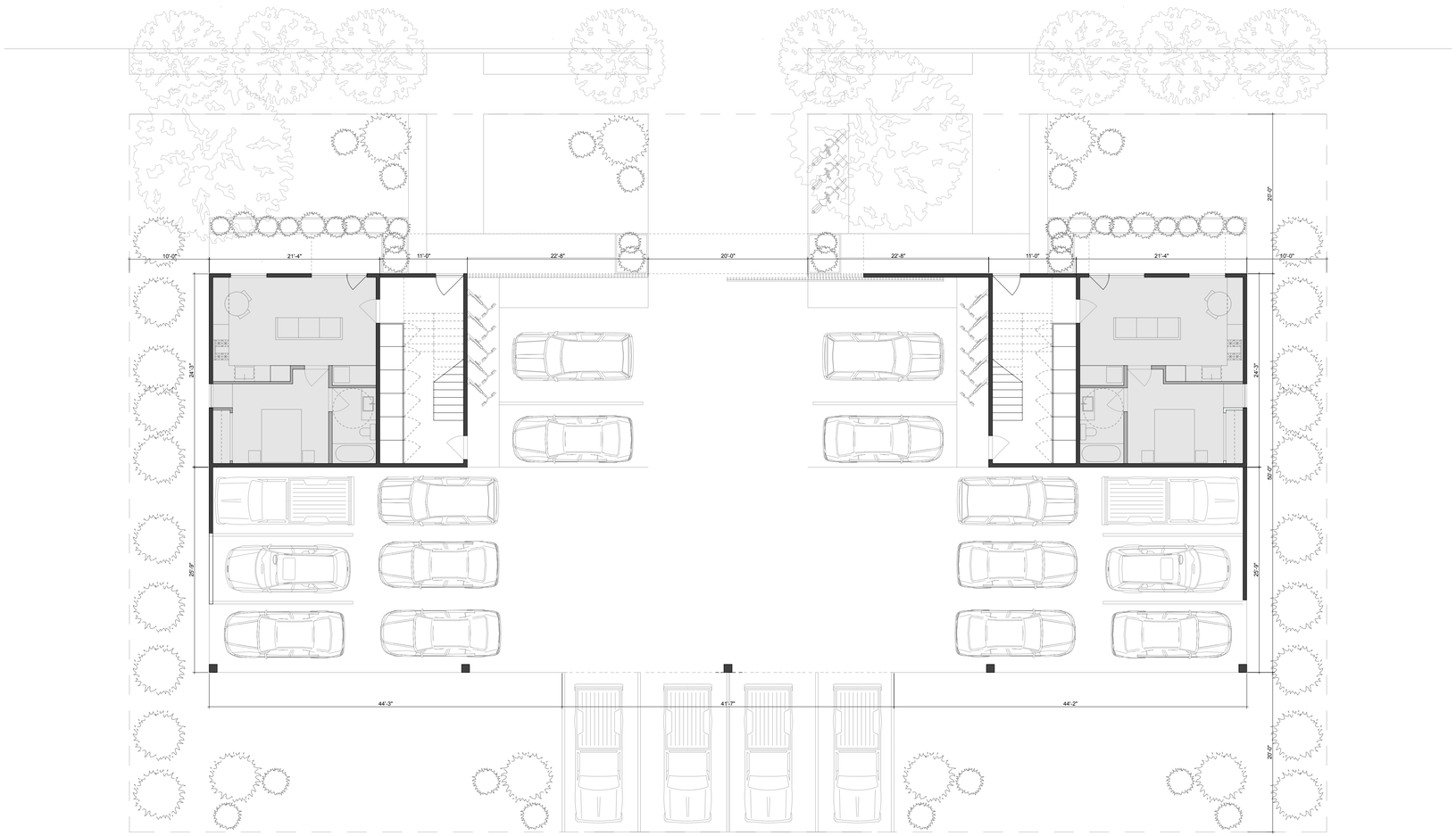
**Exhibit C**
**Kelly Place Condominium Employee Right of Purchase Agreement**

**(see attached)**

## Exhibit D

## Financial Verification Form Letter

440
440

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# 440 KELLY DEVELOPMENT

SCHEMATIC DESIGN
- JUNE 11, 2020 -
JACKSON, WY

FARMERPAYNE
ARCHITECTS

**EMPLOYEE RIGHT OF PURCHASE AGREEMENT**
(KELLY PLACE CONDOMINIUMS)

THIS EMPLOYEE RIGHT OF PURCHASE AGREEMENT (this "Agreement") is dated this _____ day of _____, 2020 by **Town of Jackson (the "Town")**, a Wyoming municipal corporation, and XXX , a Wyoming LLC, its heirs, successors and assigns ("Developer").

**RECITALS**

**WHEREAS**, the Town is a duly constituted municipality in the State of Wyoming with all powers set forth in Title 15 of the Wyoming State statutes and all other applicable legal provisions; and

**WHEREAS,** Developer is a Wyoming LLC constituted pursuant to Wyo. Stat. §17-29-101 et. seq.; and

**WHEREAS**, the Town has determined the shortage of affordable housing opportunities is a growing burden and part of its governmental function; and

**WHEREAS**, the Town owns certain real property located within the Town of Jackson, Teton County, Wyoming, legally described as Unit ____ according to the Kelly Avenue Condominiums Addition to the Town of Jackson, Teton County, Wyoming, according to that Plat recorded in the Office of the Teton County, Wyoming Clerk on _____, 202__, as Plat No. _____, and as further defined and described in the Declaration for the Kelley Avenue Condominium Owner's Association recorded in the Office of the Teton County, Wyoming Clerk on _____, 202__, as Document Number _____, and any amendments and supplements thereto, recorded in the Office of the Teton County, Wyoming Clerk from time to time. PIND _____

("Property") that it has leased to Developer for the purpose of developing restricted housing, pursuant to a lease agreement recorded in the Office of the Teton County, Wyoming Clerk on _____, 202__ as Document Number _____ **("Ground Lease")**; and

**WHEREAS**, Developer has offered, and the Town has accepted, as consideration for that **Ground Lease,** revolving first options to purchase four (4) residential units within Kelly Place Condominiums for the Town's Employees; and

**WHEREAS**, Developer and the Town now desire to enter into this Employee Right of First Purchase Agreement pursuant to the terms and conditions set forth herein;

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are hereby incorporated by reference, and the mutual promises and covenants herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, Developer agrees to provide the Town with four (4) revolving rights of first purchase for residential units subject to the terms and conditions herein.

## AGREEMENT

1. **EMPLOYEE RIGHTS OF PURCHASE**. Developer hereby grants to the Town four (4) revolving rights of first purchase, each and all of which are superior to any other revolving rights of purchase in existence now or in the future, for Employees of the Town to purchase a Residential Unit, subject to the terms and conditions of this Agreement (each an "EROP" and collectively, the "EROPs"). For purposes of this Agreement, "Employee" shall be defined as an individual that meets the applicable requirements for qualification by the Town and by the Housing Department, provided that an Employee of the Town does not need to comply with any income qualifications of the Housing Department.

A. **First Purchase Terms**. EROPs are triggered by several events, including but not limited to, Developer listing a unit for sale, when fewer than four (4) units have undergone "Initial Sale" as defined in the Ground Lease, (a "Sale Event"), or the delivery of notice to the Jackson / Teton County Housing Department ("JTCHD") of a current owner's desire to sell its Residential Unit (a "Re-Purchase Event"). If there is an available EROP, at the time of a Sale Event or Re-Purchase Event the following requirements shall apply and the parties hereto agree as follows:

(i) Upon the occurrence of a "Sale Event" or a "Re-Purchase Event,", Developer or the JTCHD, shall deliver notice to the Town of such event (The "Notice"). Upon delivery of Notice, the Town shall have ten (10) days to notify either Developer or the JTCHD in writing that the Town has an Employee interested in looking at the subject Residential Unit. In that case, the interested Employee shall have another ten (10) days to determine if it would like to purchase the Residential Unit and sign a binding purchase contract (the "Exclusive Purchase Option Period"). If the employee signs the purchase contract within the required time period, the Town shall be deemed to have exercised its applicable EROP for the subject Residential Unit.

(ii) If the Town exercises its EROP for an Employee to purchase the Residential Unit, such purchase shall be completed by the Employee pursuant to Section 2 of this Agreement and the terms and conditions set forth in applicable deed restriction.

B. **Waiver; EROP Reviving Event**. If the Town does not send notice as provided herein or if the Employee does not sign the binding purchase contract, or fails to complete the purchase of the Residential Unit pursuant to Section 2 and the terms of the binding purchase contract and this Agreement, then (1) if Initial Sale, Developer is free to sell to any Qualified Household and (2) if Resale, JTCHD shall facilitate the purchase of the subject Residential Unit to another qualified buyer and each party hereto shall have no further rights or obligations to the other party

with respect to the subject Residential Unit. Under either scenario (1) or (2) in the preceding sentence, thereafter, the Town will have an EROP on the next available Residential Unit until the Town exercises the applicable EROP and an Employee purchases a Residential Unit as a result thereof. After the Town exercises the applicable EROP and an Employee purchases a Residential Unit as a result thereof, the applicable EROP shall be stayed until the earlier to occur of the following events (each an "EROP Reviving Event"): (i) the Town notifies the JTCHD that the Employee that owns the Residential Unit that was purchased as a result of the Town exercising the applicable EROP is no longer employed by the Town; or (ii) the Employee that owns the Residential Unit that was purchased as a result of the Town exercising the applicable EROP sells the subject Residential Unit.

2. **CLOSING PROCEDURES FOR EXERCISE OF EROP**. The purchase of the Residential Unit by the Employee shall occur as follows:

A. For the Initial Sale of a unit, the Employee shall have the opportunity to complete the purchase at the price set by Developer in accordance with any Jackson Teton County Housing Department ("JTCHD") Rules and Regulations as adopted and as amended; provided that an Employee of the Town does not need to comply with any income qualifications of the Housing Department.

B. For the Resale of Residential Units, the Employee shall purchase the Residential Unit at the Maximum Resale Price, as applicable, as these terms are defined in any applicable deed restriction for the subject Residential Unit, and all amendments thereto, and the closing shall be completed in accordance with any applicable timelines and procedures set forth in any applicable deed restriction and any rules and regulations adopted by the JTCHA and as amended from time to time.

C. Whenever an EROP is exercised, the purchaser shall be required to close the transaction within 30 calendar days of signing the binding purchase contract. In the event such period ends on a weekend or federal holiday, the time period shall be extended to the next business day.

D. In the event an employee cannot close on an EROP, the employee may assign its purchase contract to another eligible town employee by providing notice of the same to the Developer or JTCHD, as applicable, and the time period to close such transaction shall be extended by another 14 calendar days. Thereafter, the EROP shall expire as to that subject Residential Unit.

3. **ENTIRE AGREEMENT; MODIFICATION; MEMORANDUM**. This Agreement embodies and constitutes the entire understanding between the parties with respect to the option and terms contemplated herein and all prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified,

amended, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

4. **APPLICABLE LAW**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming. Time is of the essence of this Agreement.

5. **HEADINGS; BINDING EFFECT**. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns, provided that no assignment shall be made except in accordance with the provisions hereof.

6. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

7. **INTERPRETATION; SEVERABILITY; CONSTRUCTION**. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

8. **ENFORCEMENT**. If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees.

9. **GOVERNMENTAL IMMUNITY**. The Town does not waive its governmental immunity by entering into this Agreement and specifically retains immunity and defenses available to it as a governmental entity pursuant to Wyo. Stat. Ann. §1-39-101, *et seq*., and all other state law.

10. **NOTICES**. Notices hereunder shall be given only by hand delivery, certified letter, fax or telegram and shall be deemed given when received, if hand delivered, or when the letter (sent certified mail, return receipt requested, addressed as set forth below) is

deposited in the mail. All notices required or permitted by any provision of this Agreement shall be directed as follows:

| | |
|---|---|
| To Developer at: | XXXX, LLC |
| To Town of Jackson: | Town of Jackson<br>Assistant Town Manager<br>P.O. Box 1687<br>Jackson, Wyoming 83001<br>sbirdyshaw@jacksonwy.gov |
| To JTCHD: | Jackson / Teton County Housing Department<br>P.O. Box 714<br>Jackson, Wyoming 83001<br>aprilnorton@jacksonwy.gov |

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first written above.

**Town of Jackson:**

TOWN OF JACKSON
BY:_____
Mayor

ATTEST:

BY:_____
Town Clerk

State of Wyoming )
) ss.

County of Teton )

The foregoing instrument was acknowledged before me by Pete Muldoon, as Mayor, and Sandy Birdyshaw, as Town Clerk, respectively, of the Town of Jackson, each who are personally known to me or who provided sufficient evidence of their identity to me, this _____ day of _____, 2020.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:

**Developer**:

XXX, a Wyoming corporation

By:_____
Title:_____

By:_____
Title:_____

STATE OF WYOMING )
) ss.
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by _____ and _____, as Officers of _____, a Wyoming corporation, this _____ day of _____, 20___.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires:

_____, 20___

Town of Jackson
150 East Pearl Avenue
Jackson, WY 83001

RE: Ground Lease (Kelly Place Condominiums) (the "Lease") dates as of _____, by and between the Town of Jackson, a Wyoming municipal corporation (the "Town") and _____ , a Wyoming limited liability company ( the _____)

This letter is delivered pursuant to Section 2.4(b) of the Lease.

Bank of Jackson Hole confirms that as of the date of this letter, Bank of Jackson Hole has approved construction mortgage for the Kelly Place Condominiums in the amount of $_____ on the terms of such loan agreement and related agreements (the "Loan Amount").

Bank of Jackson Hole confirms that the _____has demonstrated sufficient funding requirements through private funding to complete construction of the Kelly Place Condominiums as part of our construction mortgage approval process (the "Borrower Contribution Amount").

With this letter we are pleased to confirm that together, as noted above, the Loan Amount and the Borrower Contribution Amount represent sufficient private funding and third-party financing to support the completion of construction of the Kelly Place Condominiums.

Bank of Jackson Hole is not guarantying the obligations of _____ under the Lease or in relation to the Loan or related documents by the delivering this letter. The Town acknowledges, by accepting this letter, that satisfaction of the obligations in relation to the Loan requires construction the project, where the construction budget may be subject to cost overruns. Bank of Jackson Hole is not guaranteeing or opining on the cost of the project. Further, the completion of construction of a project requires payment of ongoing costs, such as insurance, property taxes, and principal and interest of the loan being advanced by Bank of Jackson Hole. The loan documents in relation to the Loan Amount contain various conditions precedent for funding the Loan Amount that must be complied with in order for such amount to be available for the construction of the project.

Sincerely,

# 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:

See Exhibit A
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 430 and 440 West Kelly Avenue. 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, immediately after recordation of the Plat. 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 the 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 one (1) years from the date a certificate of occupancy is issued on a Residential Unit ("Initial 12 Months"). If, after the Initial 12 Months ("First Sales Period 12"), Owner is unable to sell the Residential Unit, the Owner's deadline to sell the Residential Unit shall be extended by 18 months ("Second Sales Period 18"). During the Second Sales Period 18 and prior to Initial Sale, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in

no way prohibit Owner from selling the Residential Unit during this time period, subject to any applicable leases. Notwithstanding the foregoing, the parties acknowledge that market and economic forces beyond the control of any parties may impact Initial Sale of the Residential Unit. Therefore, in the event the Wyoming Cost of Living Index Northwest Region as published by the Wyoming Department of Administration & Information, Economic Analysis Division declines by at least 2% for 3 quarters or more during the Second Sales Period 18, the Owner's deadline to sell the Residential Unit at its chosen price shall be extended by another 12 months ("Third Sales Period 12"). In the Third Sales Period 12, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling the Residential Unit during this time period, subject to any applicable leases.

If, after the Second Sales Period 18 (or after the Third Sales Period 12 if triggered), Owner remains unable to sell the Residential Unit at its chosen price, the Town of Jackson or the Housing Department will have the right to order an appraisal that will be paid for by Owner ("First Appraisal"). Such appraisal will be performed recognizing the deed restrictions on the Residential Unit. If the First Appraisal is less than the Owner's selling price at the time of the First Appraisal, the Owner will be required to adjust the selling price accordingly, will list the Residential Unit for sale at or below the appraised value from the First Appraisal, and the Owner's deadline to sell the Residential Unit shall be extended by 12 months from the date the appraisal is received ("Fourth Sales Period 12"). In this period, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling a Residential Unit during this time period, subject to any applicable leases. If, after the appraisal and expiration of the Fourth Sales Period 12, the Residential Unit has not sold at the appraised price, then a second appraisal shall be ordered ("Second Appraisal"). The Second Appraisal will be performed recognizing the deed restrictions on the Residential Unit. If the Second Appraisal is less than the First Appraisal, the Owner will be required to adjust the selling price accordingly. If the Second Appraisal is more than the First Appraisal, the selling price shall be reduced by 10% below the First Appraisal. In this period, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling a Residential Unit during this time period, subject to any applicable leases.

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.) A local business means (1) 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 (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.

Or

B.) A business physically located in Teton County Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County Wyoming to perform their job.

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 the Housing Department, or any person affiliated with the Town of Jackson 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 the Town of Jackson 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. After the Initial Sale, 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 Resale 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 or 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 a Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 6 and 7 herein ("Option"). If the Option is exercised on a Residential Unit prior to Initial Sale 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 ("Purchase Price"). If the Owner has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against some of the remaining Residential Units (those which have not had an Initial Sale), the Option Purchase Price shall be prorated. In such event, the formula for establishing the Housing Authority's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x [6/(16-4)]…Purchase Price x .50.
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 Sale. 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 (i) 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 have a maximum loan to value ratio of One Hundred percent (100%); or (ii) 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

2 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)(i).

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 or 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 or 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) Owner or an owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or 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**: Town of Jackson, PO Box 1687, Jackson, WY 83001.

To Owner
To the address of record in the Teton County Assessor/Clerk's office

**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 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 the Town of Jackson, 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, unless such damage or injury is caused by the willful act or gross neglect of the Town, its employees or agents, 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 the Town of Jackson, unless otherwise provided herein.

**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 the Town of Jackson 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.

**Owner:**

_____

STATE OF WYOMING )
)ss.
COUNTY OF TETON )

On the _____ day of _____, 2020, the foregoing instrument was acknowledged before me by _____, as _____ of _____.

Witness my hand and official seal.

_____
Notary Public

**TOWN OF JACKSON:**

_____
By: _____, Mayor

**ATTEST**

_____
_____, Assistant Town Clerk

STATE OF WYOMING )
) ss
COUNTY OF TETON )

On this _____day of _____, 2020, before me, the undersigned Notary Public, personally appeared _____, Mayor for the Town of Jackson, Teton County, Wyoming, a Wyoming municipality and known to me, or proven by satisfactory evidence, to be the Mayor that executed the foregoing and acknowledged said instrument to be the free and voluntary act and deed, by authority of Statute of said municipality, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the Town of Jackson, Wyoming.

_____

(seal) Notary Public

**JACKSON TETON COUNTY AFFORDABLE HOUSING DEPARTMENT**
(Acknowledgement as to form)

_____
_____, Housing Manager

STATE OF WYOMING )
)ss.
COUNTY OF TETON )

On the _____ day of _____, 2020, the foregoing instrument was acknowledged before me by _____, as Housing Manager of the Jackson Teton County Affordable Housing Department.

Witness my hand and official seal.

_____
Notary Public

# TOWN OF JACKSON
# TOWN COUNCIL
## AGENDA DOCUMENTATION

**PREPARATION DATE:** JUNE 11, 2020
**MEETING DATE:** JUNE 15, 2020

**SUBMITTING DEPARTMENT:** PLANNING
**DEPARTMENT DIRECTOR:** PAUL ANTHONY
**PRESENTER:** TYLER SINCLAIR

**SUBJECT:** **ITEM P19-242:** ITEM P19-242: REQUEST FOR APPROVAL OF THREE (3) CONDITIONAL USE PERMITS TO OPERATE A GONDOLA FACILITY IN PHIL BAUX PARK, A ZIP LINE FACILITY ON SNOW KING RESORT PROPERTY, AND SNOW MAKING / PUMP HOUSE INFRASTRUCTURE ON SNOW KING AND TOWN PROPERTY.

**APPLICANT/OWNER:** MR. RYAN STANLEY / SNOW KING MOUNTAIN RESORT

## REQUESTED ACTION

**[STAFF NOTE: This item has been continued to the July 6, 2020, Town Council meeting to allow staff and the applicant additional time to prepare their comments and recommendations prior to formal review. Specifically, the Town Engineer is currently reviewing utility and water plans with comments forthcoming. This draft report has been provided to provide an overview of the applications specifically as it relates to the Lease Agreement also being presented on the workshop agenda.**

The applicant is requesting approval of three (3) Conditional Use Permits (CUP):

- **Item A – Gondola, Cougar Lift, and Lighting**: An Outdoor Recreation CUP to locate and operate a gondola facility at the base of Snow King Resort in Phil Baux Park at 100 E. Snow King Avenue in the general location of the existing Cougar lift with additional lighting for night skiing operations. The Cougar lift is proposed to be relocated approximately 250' uphill from its current location.

- **Item B – Zip Line**: An Outdoor Recreation CUP to locate and operate a zip line facility on Snow King Resort property with a takeoff point located on Lot 59, Grand View Lodges, Third Addition, and a landing pedestal at 402 East Snow King Avenue adjacent to the Snow King Hotel and Rafferty Center.

- **Item C – Pump House**: A Utility Facility CUP to locate a snow making pump house and related infrastructure across the lot lines of 10 E Snow King Avenue and 90 E Snow King Avenue behind the Snow King Sports & Event Center.

Staff is requesting that these items be continued to the next regularly scheduled Town Council meeting on July 6, 2020.

## SUGGESTED MOTION

I move to **continue** the items to the next scheduled Town Council meeting on July 6, 2020.

# TOWN OF JACKSON
# TOWN COUNCIL
## AGENDA DOCUMENTATION

**PREPARATION DATE:** JUNE 11, 2020
**MEETING DATE:** JUNE 15, 2020

**SUBMITTING DEPARTMENT**: PLANNING
**DEPARTMENT DIRECTOR:** PAUL ANTHONY
**PRESENTER:** TYLER VALENTINE

**SUBJECT:** **ITEM P20-009 & 010:** DEVELOPMENT PLAN & HILLSIDE CONDITIONAL USE PERMIT (CUP) FOR A FUTURE 5-LOT SUBDIVSION AT 984 BUDGE DRIVE.

**APPLICANT:** JORGENSEN ASSOCIATES – BRENDAN SCHULTE

**OWNER:** BLUFFS DEVELOPMENT GROUP, LLC

## REQUESTED ACTION

The applicant is requesting approval of a Development Plan and Hillside Conditional Use Permit (CUP) for a future 5-lot subdivision of a 1.47 acre lot at 984 Budge Drive located in the Neighborhood Low Density – 5 (NL-5) zoning district. These applications are required prior to submitting a subdivision plat.

Staff is requesting that these items be continued to the regularly scheduled Town Council meeting on July 6, 2020.

## SUGGESTED MOTIONS

I move to **continue** these items to the Town Council meeting scheduled for July 6, 2020.

# TOWN OF JACKSON
# TOWN COUNCIL
## AGENDA DOCUMENTATION

**PREPARATION DATE:** MAY 15, 2020
**MEETING DATE:** MAY 20, 2020

**SUBMITTING DEPARTMENT**: PLANNING
**DEPARTMENT DIRECTOR:** PAUL ANTHONY
**PRESENTER:** BRENDAN CONBOY

**SUBJECT:** **ITEM P20-062:** DEVELOPMENT PLAN FOR A LAND DIVISION AT 475 AND 505 EAST SIMPSON AVENUE IN THE NEIGHBORHOOD LOW DENSITY – 3 (NL-3) ZONE.

**APPLICANT:** RON LEVY / JORGENSEN ASSOCIATES

**OWNERS:** 505 E SIMPSON, LLC / LISA ELENZ

## REQUESTED ACTION

The applicant, co-representing 505 E Simpson, LLC (505 E. Simpson) and Lisa Elenz (475 E. Simpson), is requesting approval of a Development Plan for a 3 lot subdivision in the Neighborhood Low Density – 3 (NL-3) zoning district prior to submitting a Subdivision Plat. The applicant intends to create a total of three new lots from two existing lots, resulting in one additional lot.

Staff is requesting that these items be continued to the next regularly scheduled Town Council meeting on July 6, 2020.

## SUGGESTED MOTION

I move to **continue** the items to the next scheduled Town Council meeting on July 6, 2020.

# TOWN OF JACKSON
# TOWN COUNCIL
## AGENDA DOCUMENTATION

**PREPARATION DATE:** JUNE 11, 2020
**MEETING DATE:** JUNE 15, 2020

**SUBMITTING DEPARTMENT**: PLANNING
**DEPARTMENT DIRECTOR:** PAUL ANTHONY
**PRESENTER:** TYLER VALENTINE

**SUBJECT:** **ITEM P19-262, P20-069 & P20-070:** AMENDMENT TO THE FINAL DEVELOPMENT PLAN FOR PINE GLADES PLANNED UNIT DEVELOPMENT (PUD).

**APPLICANT:** BILL COLLINS – COLLINS PLANNING ASSOCIATES

**OWNER:** PINE CANYON, LLC

## STATEMENT/PURPOSE

This item was continued from the April 20, 2020 Town Council meeting as a result of the Council requesting an appraisal for a public, non-motorized access easement over Pine Glades Drive. Staff has modified the report in the section under **Staff Review** titled **Updated Information - June 2020** which includes an update on the appraisal, trees topping and a supplemental correspondence from the applicant.

The applicant is requesting approval of an amendment to the approved Final Development Plan for the Pine Glades Planned Unit Development (PUD), specifically to:

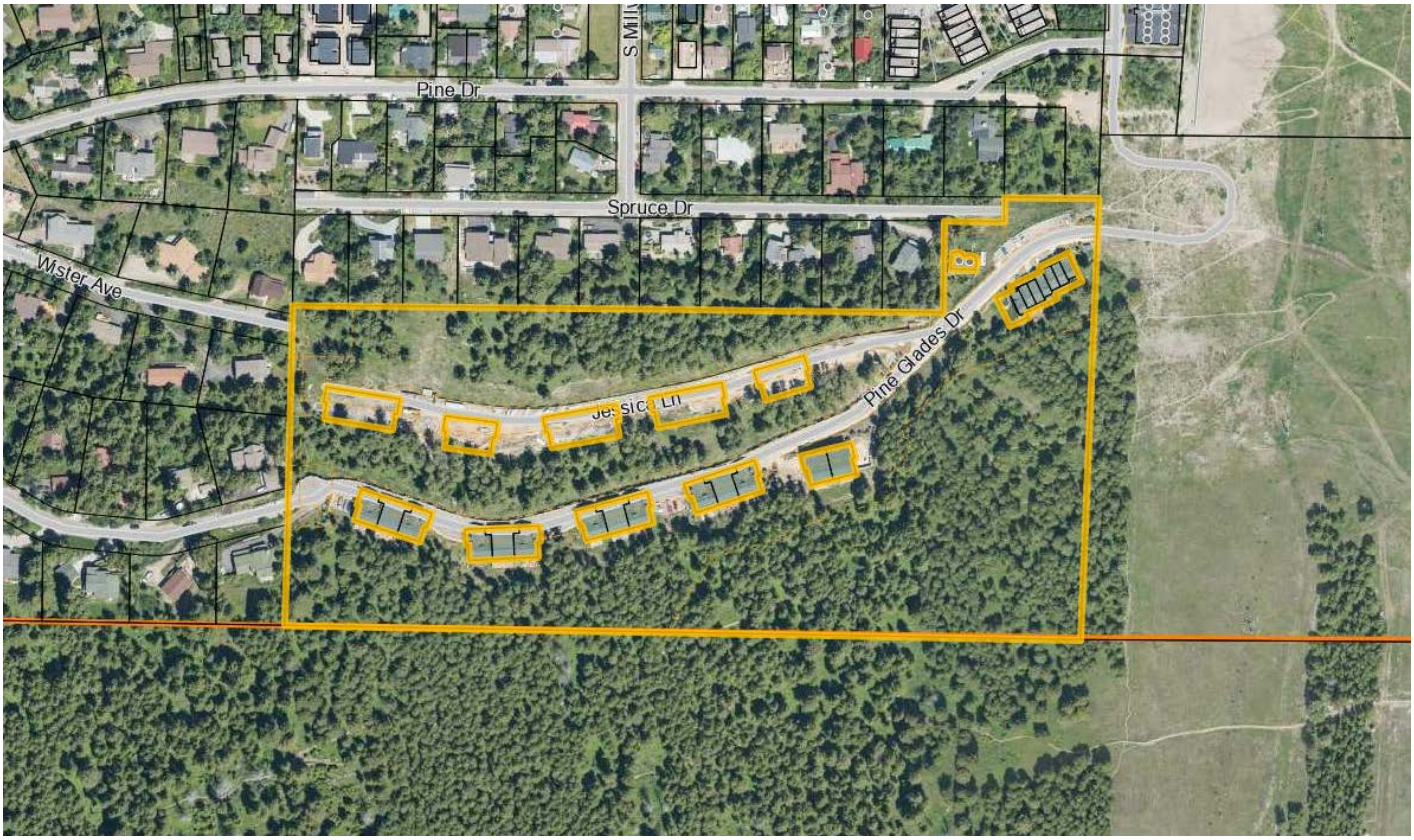
- **P19-262**: Modify the exterior materials on the existing duplex at 140 & 142 Pine Glades Drive from a wood/stone combination to primarily stone.
- **P20-069:** Remove the in-road heating element in Phase 1 (Pine Glades Drive) and in the future Phase 2 (Jessica Lane)
- **P20-070**: Approve a trail plan that would allow public access through the site on trails only (with the exception of the cul-de-sac) and would include newly recorded access easements.

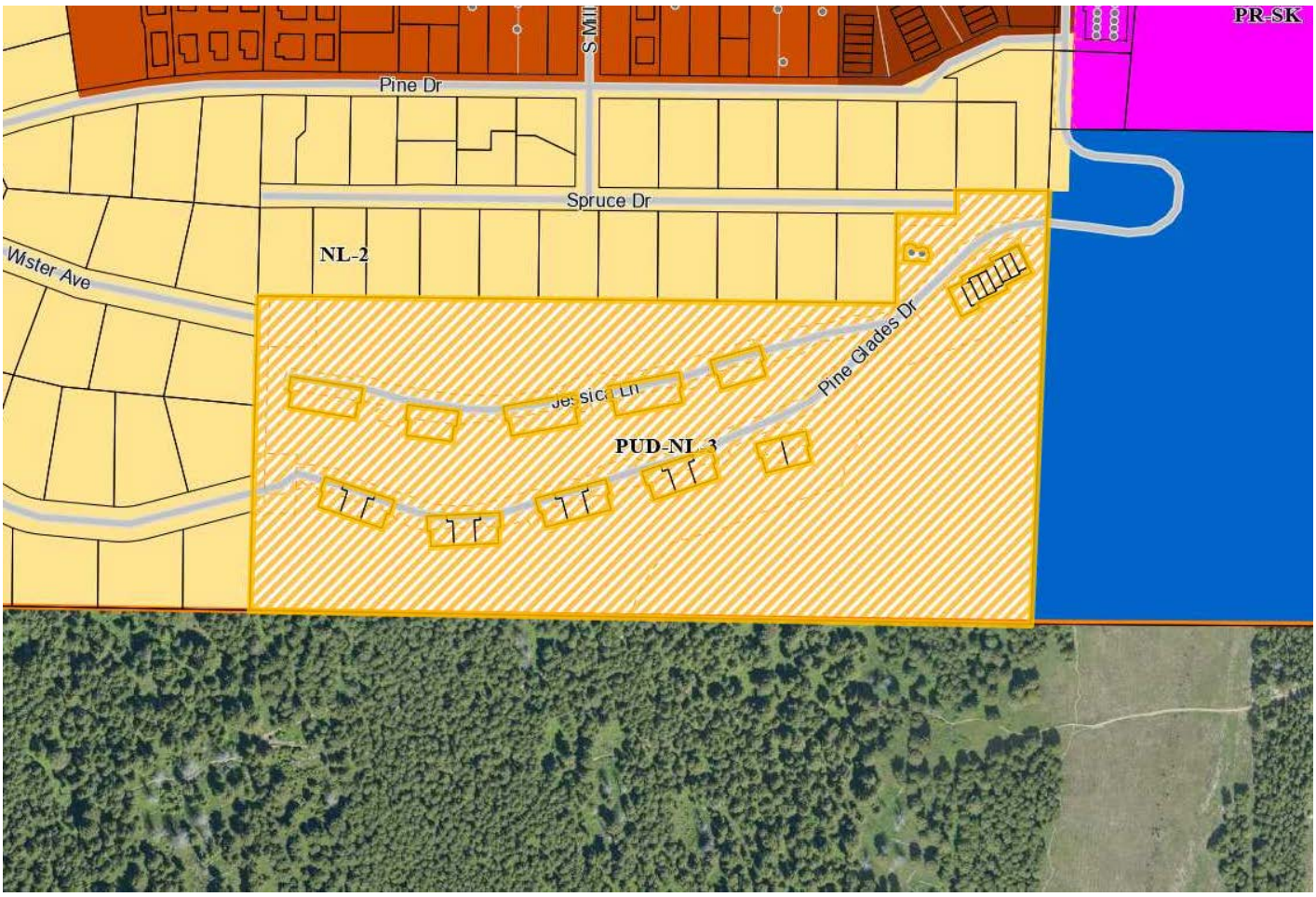
## APPLICABLE REGULATIONS

Section 8.3.2 Development Plan

## LOCATION

The property is located at 140 Pine Glades Drive (legally described as LOT 14, PINEGLADES TOWNHOMES PHASE 1), 142 Pine Glades Drive (legally described as LOT 13, PINE GLADES TOWNHOMES PHASE 1) and Lot H (Common Area). An aerial photo and zoning map are shown below:


Pine Dr
Spruce Dr
Wster Ave
Pine Glades Dr


PR-SK
Pine Dr
Spruce Dr
NL-2
Wster Ave
Pine Glades Dr
PUD-NL-3

BACKGROUND/ALTERNATIVES

**General Overview of the Pine Glades PUD**

The subject property is approximately 17.11 acres (745,445 sf) and is zoned Planned Unit Development – Neighborhood Low Density-3 (PUD - NL-3). On August 20, 2007, the Town Council approved a Sketch Plan for a 39-unit Planned Unit Development (PUD) consisting of 27 market townhome units and 12 affordable townhome units. On January 22, 2008, the Town Council approved a Final (Major) Development Plan (referred to as 'Development Plan') and Hillside Conditional Use Permit (CUP) consistent with the previously approved Sketch Plan/PUD. After the completion of the first 2 of the 12 affordable units, the applicant requested that the remaining number be reduced from 10 to 7 affordable units. The Town Council approved the proposed amendment to allow the reduction in density provided the number of bedrooms remained the same to what was proposed with the previous 10 units. The final remaining number of deed restricted units is 9 and all are completed and occupied (Spruce townhomes plus the duplex Spruce condominiums).

The Pine Glades PUD consists of two roads, Pine Glades Drive and Jessica Lane. Both roads are private and all road maintenance responsibility belongs to the applicant/HOA. The Town has an easement, however, that provides Town personnel access to the roadways for the purpose of maintaining the water and sewer lines located under the roads that are the Town's responsibility. Pine Glades Drive serves Phase I (upper units) and extends down through the tunnel to the entrance of the development. Phase 1 is nearly complete and includes construction of road/utility improvements, 12 market townhome units (4 triplexes), 2 affordable condominium units (duplex), and 7 affordable townhome units.

The only remaining development in Phase I is one market duplex (140 & 142 Pine Glades Drive) that is part of this application. Phase II (lower units) has not been started, so neither Jessica Lane nor the 13 market townhome (three triplexes and two duplexes) have been constructed. The only completed improvements within Phase II are associated with water/sewer mains and retaining walls. Prior to making any future improvements in Phase II, the applicant must obtain approval of a Development Agreement with the Town that will address obligations and bonding for future improvements (i.e. roadway, trails, additional utilities, etc.).

Since approval, the owners of the Pine Glades project have requested numerous amendments and changes that have been processed by the Town. Below is a complete list of the permit history of the PUD.

Original Applications

- **P05-126 & 127**: Sketch Plan and PUD approval (27 market units and 12 affordable units).
- **P07-076:** Variance approval to develop on slopes greater than 25%.
- **P07-126 & 127:** Development Plan and Hillside CUP approval (27 market units and 12 affordable units).

Applications Subsequent to Original Approval

- **P09-006:** Minor Deviation approval to modify parking adjacent to affordable housing units.
- **P09-020:** Final Plat approval for Phase I Townhomes.
- **P09-023:** Final Plat approval for the Spruce Condos (affordable duplex).
- **P09-035:** Minor Deviation approval to remove fire turnout on Pine Glades Drive.
- **P09-081:** Amendment approval to the plat related to mechanics liens.
- **P09-082:** Amendment approval to the plat related to past condition of approval and mechanics liens.
- **P10-028:** Amendment approval to Subdivision Improvement Agreement.

- **P11-025:** Minor Deviation approval to remove and relocate a trail (see below)
- **P12-007**: Amendment approval to Subdivision Improvement Agreement
- **P12-095**: Development Plan amendment approval to reduce number of affordable units from 12 to 10
- **P13-054**: Minor Deviation to allow change in design of affordable units.
- **P14-044**: Final Plat approval for Spruce Townhomes.
- **P14-052**: Minor Deviation approval to remove and relocate a trail (see below)
- **P16-140**: Zoning Compliance Verification confirming outstanding obligations.
- **P17-045**: Development Plan amendment approval to modify duplex design and add 600 sf.
- **P19-018:** Development Plan amendment for modifications to architectural features at duplex at 140 & 142 Pine Glades Drive.
- **P19-262:** *Current application*

**Trail Plan in Original PUD**

Relevant to this application, the original project approval included an internal trail network (map below labeled 'Original Approved Trail Plan') intended to connect to the Snow King trail system to serve the development's residents and the general public (primarily Pine Drive, Wister Avenue and Spruce Drive residents). Prior to the approval of the Pines Glades PUD, it appears that there was some level of historic informal trail use across the 17-acre hillside parcel by neighbors and others. As a result of strong public interest in maintaining some level of public trail access through the property, the original developer promised and agreed to include a trail network that would allow the public to walk and bike through the site to access the Snow King trail system, including the use of Pines Glades Drive as necessary to access the trails. No public vehicular access was intended or approved. A trail plan (attached as 'Original Trail Plan' and included in the staff report below) was approved with the original PUD and Development Plan.

The original trail plan was changed twice in 2011 and 2014 through staff level reviews (see below labeled 'Currently Approved Trails'). In 2011 a Minor Deviation (P11-025) was approved to relocate the west trail that switchbacks up the hill from the cul-de-sac (never built, but would have connected to the Sink or Swim trail) to the center of the site next to the duplex at 140 & 142 Pine Glades Drive. This relocation request was made due to stated concerns over the steepness of the slope in the original west location. This new section of trail near the duplex was installed and connected to Sink or Swim. Accessing the trail at this location required neighbors on Pine Drive to walk approximately 900 feet on Pine Glades Drive. The trail was used for a couple of years until the trail was relocated again in 2014 at the request of the developer.

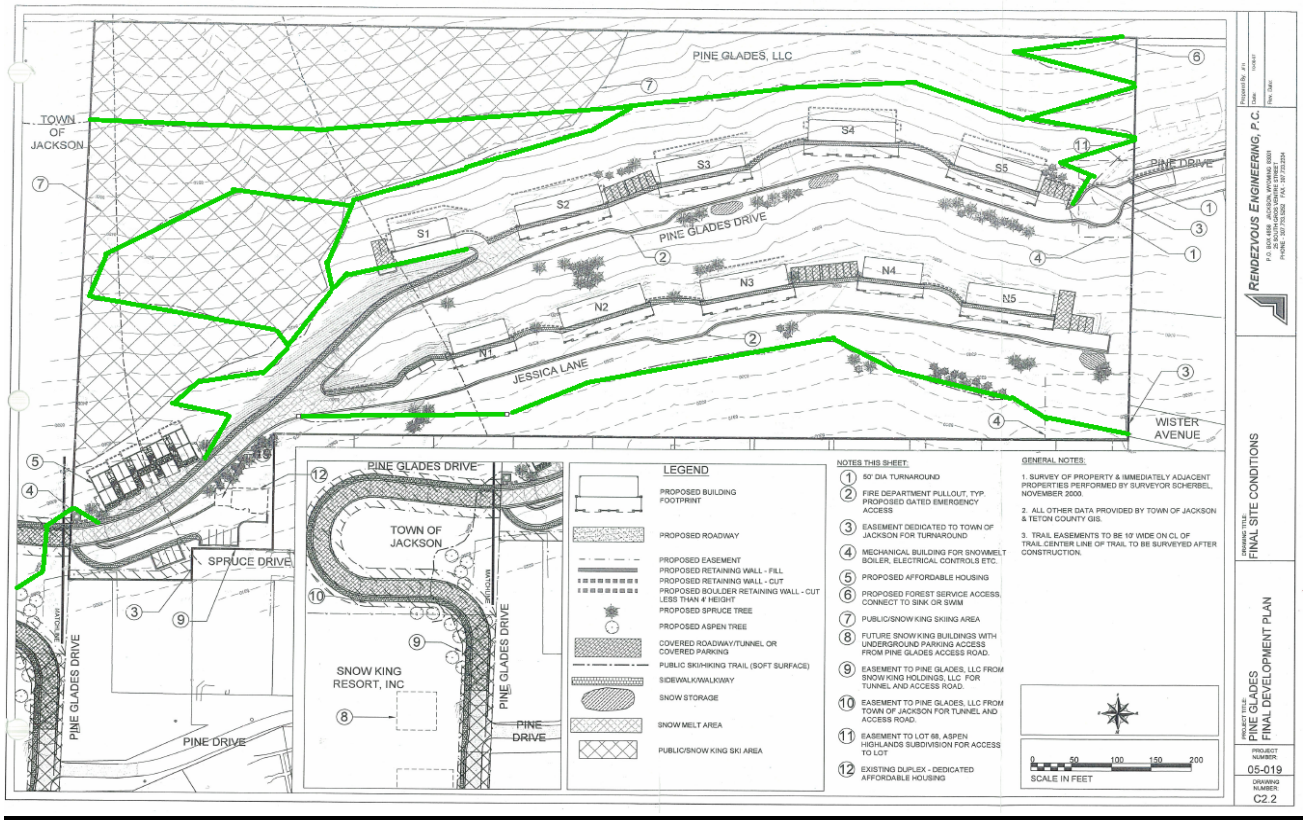
In 2014, Minor Deviation (P14-062) was approved that relocated the section of trail adjacent to the duplex at 140 & 142 Pine Glades Drive and established a replacement trail farther east down Pine Glades Drive just north of the upper opening of the tunnel. This new section of trail is currently built, in operation, and connects to the Shade Monkey trail located on the Town's property. The Shade Monkey trail switchbacks up the hill and connects to Sink or Swim.

Unfortunately, despite all the Council discussion and planning for trails, no trail access easements were recorded with the original Development Plan/PUD approval to formally establish public access across the Pines Glades roads. In addition, no easement for public access on the roads was shown or stated on the approved plat, and the Development Plan/PUD included no additional condition of approval requiring such access. One likely reason no trail easements were recorded at the time of PUD approval was that the exact location and alignment of the proposed trails were not yet determined so that exact legal descriptions for the access easements were not yet possible. The intent might have been to wait until the trails were actually designed and built to record the associated access easements. Or perhaps the access easements (or initial easements, at least) were not demanded by the Town as part of the PUD approval by error. Regardless, complicating the matter was the fact that the PUD approval did not specify any clear timeline or phasing plan

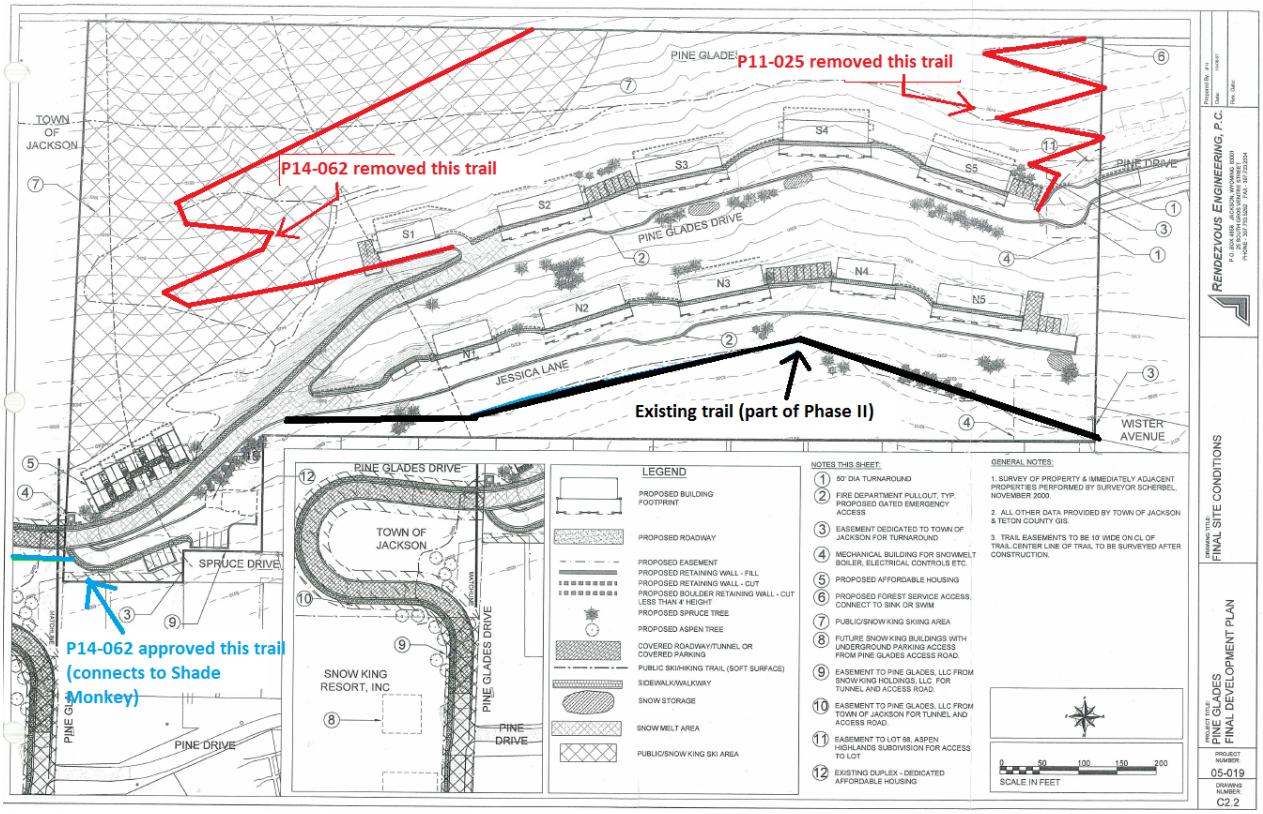
for when the trails were required to be installed. Many years then passed without either the Town staff or the landowner finalizing the full trail network and easements.

This oversight was first discovered, as best staff can tell, when the new owner (Mr. Tozzi) purchased the development in 2017 and soon thereafter began posting 'no trespassing' signs on the property and calling the police on non-residents walking across the property. Prior to these actions by Mr. Tozzi (i.e., during the ownership period of the first property developer from 2007 to 2017), it appears that the general public walked frequently through the development, including on Pine Glades Drive, to access the trails with the apparent understanding that the Development Plan/PUD allowed such access and without being told otherwise by the original developer or by the owners of Pines Glades units at that time.

**Original Approved Trail Plan (green = approved):**



**Currently Approved Trails (red = removed, blue = approved/installed, black = installed/Phase II):**




## Recent Compliance Activity

The approval record of the PUD is complex, and often not well documented, making resolution of disputed items difficult. Consequently, due to a difference of opinion between the Town, Mr. Tozzi, and adjacent neighbors about the nature of public access to the trails and Pines Glades Drive, the past three or so years have been marked by periodic accusations of trespass that are countered by claims of access rights, often with the Town police and planning staff caught in the middle without clear direction.

The current round of permit review started in early 2019 when the applicant submitted an application to amend the Pine Glades Development Plan (P19-018) to make additional architectural modifications to the duplex at 140 & 142 Pine Glades Drive. After getting through the Planning Commission (PC), the applicant continued the item indefinitely in response to contentious public comment at the PC meeting from residents on Pine Drive who felt that no more approvals should be given within Pine Glades until public access for trails through the roads was legally granted. In response, owners of Pine Glades units commented at the PC meeting that they purchased homes in a private development that did not include public access through the roads, as evidenced by their title reports. They also stated that the public should not be permitted to walk on the roads because of safety and liability issues. In summary the applicant wanted to resolve the access issue before meeting with the Town Council and decided to work with staff to find a solution.

After staff met with the applicant, it became apparent there was a difference of opinion between staff and the applicant regarding what was originally promised/approved with regard to public access to trails and how the matter should be resolved. Staff then conducted significant additional research into the Pine Glades approvals and prepared a detailed compliance letter in May 2019 (attached as 'Compliance Letter – May 2019') summarizing our findings and opinions on public access for trails and other outstanding compliance matters. In the letter, staff provided evidence that public access across Pine Glades Drive to access trails was verbally

promised by the original developer but we also acknowledge that this understanding was not then followed up with a clear trail construction plan or any access easements. The compliance letter stated that the applicant would not be granted any further approvals or be allowed to continue developing the remaining 13 townhomes on Jessica Lane until an easement was recorded allowing the public to walk on the private roads to access the trails in the original trail plan.

Below are direct quotes and central items from the original PUD (all referenced in the May 2019 enforcement letter) which reference public trails and access:

- "Numerous public benefits are being proposed which include…one mile of additions to pathways and pedestrian easement…" (Section B - Summary, Page 2)
- "Numerous public benefits are being proposed which include…a pedestrian easement to access Snow King from the eastern end of Spruce Drive…" (Section B - Summary, Subsection 1.a. Project Boundary and Proposed Development, Page 2)
- "Numerous public benefits are being proposed which include…new pedestrian and bicycle access from the south end of Pine Drive to the Sink-or-Swim trail in the Bridger-Teton National Forest..." (Section B - Summary, Page 2)
- "Nevertheless, the proposal includes pedestrian pathways, in the form of public trails access easements fronting the lower row of buildings, allowing pedestrian access from Pine and Wister Drive neighborhoods to the Snow King Ski Area and the Bridger-Teton National Forest." (Section C - LDR Compliance, Page 9)
- "The development will provide at least four pedestrian access easements across the property providing a link from the neighborhoods on the west to Snow King slopes and beyond." (Section C - LDR Compliance, Page 10)
- A site plan demonstrating the location of "public ski/hiking trails", many of which intersect the Pine Glades Drive. (Section E – Index of Submittals, Page 9)

There is no direct mention of using the roads, only about access across the property. In response to the May 2019 compliance letter, staff received a detailed letter (attached as 'Compliance Response Letter - June 2019') on June 26, 2019, from the applicant's attorney, Erika Nash, stating their difference of opinion. In summary, the response letter argued that all owners purchased their homes without such an access easement recorded and that only a written, recorded legal instrument can create a property right, such as a public access easement across a property. In addition, to record such an easement now would require the (unlikely) approval and signature of all property owners within the Homeowner's Association (HOA) and that such a result would force them to accept unwanted liability for injuries on their roads. The response letter also contends that the original developer and approvals were never intended to allow the public to walk across the private roads to access trails, but rather were intended to allow the public to cross through the site by means of trails only.

After reviewing the applicant's response letter, it was clear that obtaining an after-the-fact access easement would be met with strong legal resistance, so staff and the applicant held another meeting to discuss options for compliance. At that meeting the applicant conceptually proposed the idea of an alternative trail plan with trails that would not intersect any roads (except a minor crossing of the cul-de-sac on Pine Glades Drive). Instead, the trails would wrap around the roads and buildings and connect to the Snow King Trail system and would allow the neighbors and public to access the trails and cross the property but without walking on any roads (except the cul-de-sac). The applicant believed that this alternative trail plan would meet the original intent of the PUD.

Based on this meeting, staff sent a final compliance letter on September 6, 2019 (attached as 'Compliance Final Letter – September 2019') with two options for compliance: Option #1 allowed the applicant to comply with what staff then felt was the original intent of the approved PUD and requiring the applicant to record an

access easement over the Pines Glades roads, and Option #2 allowed the applicant to present an alternative trail plan that, while not providing an access easement to the roads, would still provide significant public trail access through the site in similar locations as originally approved and would include clear recorded public access trail easements to avoid future disputes. The applicant chose Option #2 and so has provided an alternative trail plan for the Town's review (see analysis of proposed trail plan below).

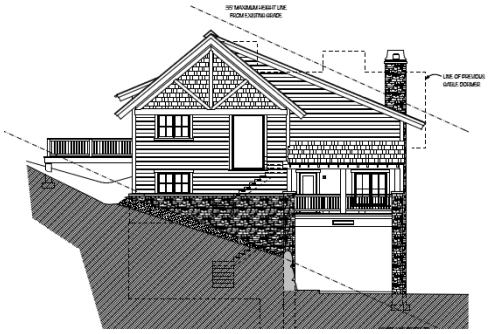
## Project Description

The applicant is proposing to amend the Pine Glades Development Plan to 1) modify the exterior materials on the existing duplex at 140 & 142 Pine Glades Drive, 2) remove the in-road heating element from both phases, and 3) install an alternative public trail plan.

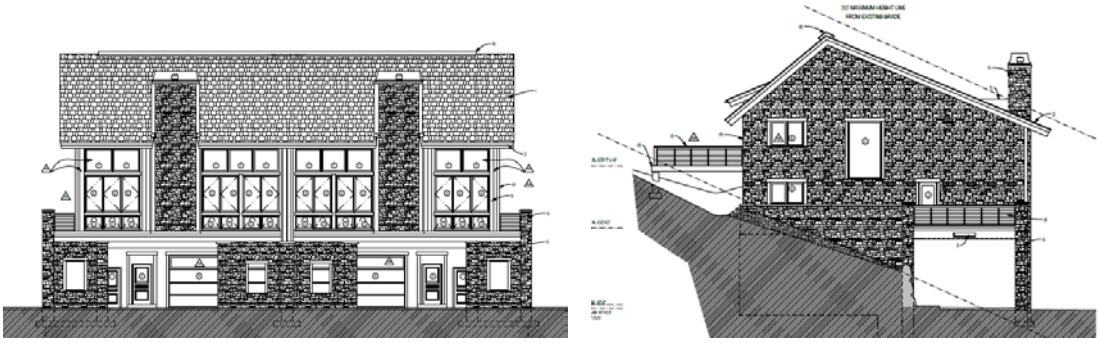
1. **Duplex Material Change (P19-262)**
   An amendment to the Pine Glades Development Plan was approved in 2017 (P17-045) which included architectural changes to roof pitches and exterior materials for all three duplexes within Phases I & II. The applicant is now seeking to make several small changes to only the duplex at 140 & 142 Pine Glades Drive which include the use of stone as the main exterior material on the side elevations (east and west). The stone proposed on the side elevations would span from the base of the unit to the roof. Previous designs had stone about half way up the building which transitioned into horizontal wood siding and wood shingles. In addition, the stone chimney on the front (north) elevation would no longer continue to the ground, but would start on the second story. Windows on all elevations would be changed slightly with regard to size and location. Additional stone is also proposed on the ground level columns and the columns themselves would be widened.

   The applicant is seeking these changes to reduce the maintenance costs associated with wood. In addition, because this development did not require review and approval by the Design Review Committee, the applicant finds that personalization of the units should not be of issue considering height is not increasing. Below reflects the 2017 approved changes and the proposed 2019 changes. It should be noted that the requested changes to the duplex listed above have already been made in the field so that a denial of the request will require that all non-approved materials and architectural changes be put back to be consistent with the 2017 approved building plans.

**Currently Approved Duplex as of the 2017 Amendment:**



**Proposed 2019 Changes to Duplex:**



2. **Roadway Heating Element (P20-069)**
   When the Pine Glades PUD and Development Plan were approved, an in-road heating element was approved for both Phase I & II. The Phase I heating element, which is installed, starts at the top of the tunnel and continues up Pine Glades Drive and ends just past the driveway entrance for the duplex at 140 & 142 Pine Glades Drive. The Phase II heating element, which is not installed, would start at the entrance to Jessica Lane and continue west for approximately 100 feet.

   The applicant is requesting that the in-road heating element for both phases be removed from the original approval because it was not an LDR requirement and is necessary to maintain safe road conditions. The applicant states that the heating element has been broken for three years and operating costs in one year have reached $150,000.00. Allowing this element to be removed would relieve the HOA from having to pay high costs to fix and operate it. The applicant currently pays to have the private road plowed and sanded and no safety issues have occurred since the heating elements broke. In addition, the applicant states that heating the road does not align with the Town's energy conservation objectives.

3. **Alternative Trail Plan (P20-070)**
   The applicant is proposing an alternative trail plan that includes three new sections of trail that do not require the use of the roads, except for the cul-de-sac at the end of Pine Glades Drive.

   1. The first new section of trail (below in yellow above the cul-de-sac) starts at the cul-de-sac on Pine Glades Drive and switchbacks up the hill (south) and connects to Sink or Swim which is located on the USFS property. The total elevation from the cul-de-sac to the Sink or Swim connection is approximately 90 feet over a total horizontal distance of approximately 375 feet.

   2. The second section of trail (below in yellow below the cul-de-sac) also starts at the cul-de-sac on Pine Glades Drive but switchbacks down the hill (north) and connects to the existing trail below Jessica Lane. The total elevation from the cul-de-sac to the lower trail connection is approximately 75 feet over a total horizontal distance of approximately 170 feet.

   3. The third section of trail (below in yellow adjacent to the affordable duplex) connects the trail below Jessica Lane to the trail that starts at the top of the tunnel. At the second Planning Commission meeting, there were two trail options presented for Section #3, one that wrapped around the north side of the affordable duplex and one that hugs the road and parking lot to the south (above) the affordable duplex. After some discussion with the Planning Commission, the applicant is proposing an alignment that hugs the road and parking lot above the affordable duplex. The horizontal distance of these trails is between 200 - 250 feet. The elevation drop for

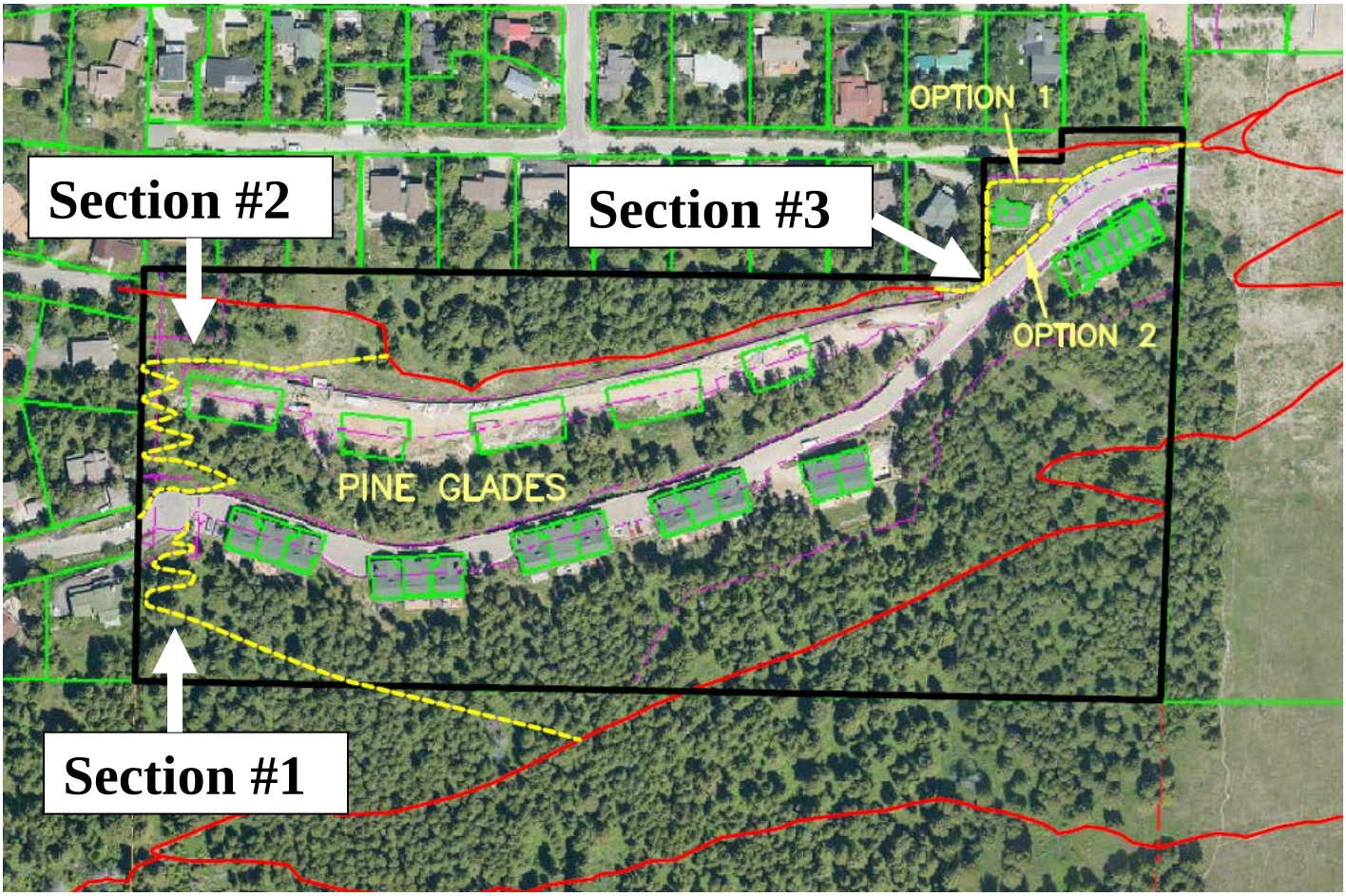
Option 1 is about 40 feet. Because Option 2 hugs the road and parking lot, there is minimal elevation drop of less than 10 feet.

*Note: the first section of trail was originally approved with the PUD but later removed and relocated. The second and third sections of trail are newly proposed and not part of a previous approval*

As shown in the proposed trail section details, stone steps will be incorporated within each section due to the steep slopes and the trails will maintain a 10% average grade. Adjacent to the first section of trail, the applicant is proposing a landscape screen of trees to provide a buffer from the Phase I Pine Glades homes and the Pine Drive homes directly to the west. The applicant states that this plan meets the intent of the original developer by providing public trail access, mostly hiking and less-so mountain biking, through the site to connect to the Snow King Trail System. Although a signage plan has not been provided, the applicant intends to work with Town staff to ensure proper signage is erected and that easements are recorded against the property to ensure proper public access in perpetuity. These trails will be open year-round but only maintained during summer. Due to the steepness and use of stairs, these trails are built primarily for hikers, but portions could be used for bikers.

To enable comparison, below are three trail plans: the original approved plan, the currently approved trail plan after amendments, and the proposed alternative trail plan (larger versions are on the review packet).

**Proposed Alternative Trail Plan (yellow = proposed, red = existing):**



## Staff Review

### Amendment to Development Plan

This request is considered an amendment to the Development Plan due to the significance of the proposed changes, especially the trail plan. The PUD does not need to be amended because this change does not directly impact the PUD, which addresses primarily allowed uses and dimensional standards. As part of the restructured LDRs effective on January 1, 2015, new language was added regarding amendments to past permits or approvals. Section 8.2.13.B - Amendment of Permits or Approval states that:

> *"All changes to an approved physical development permit, use permit, or development option plan not qualifying as minor deviations shall be considered amendments and shall be reviewed subject to the current procedure and standards of these LDRs."*

As stated below under **Staff Findings**, staff was able to make all necessary findings, as conditioned, for a Development Plan.

### Exterior Architectural Changes

When the Pine Glades PUD and Development Plan were approved, the Design Review Committee was not required due to the residential nature of the project, thus it is not required with this requested change. As mentioned above, the applicant deviated from the 2017 approved design and the approved building permit by replacing much of the wood siding with stone veneer during the duplex construction process (as shown in the current proposal). Thus the applicant is requesting an after-the-fact approval.

Staff has no significant concerns with the proposed exterior changes. The additional stone is viewed as an upgrade and requires less maintenance than wood. In addition, the use of stone is common throughout the development and the applicant is not introducing a new material. No additional height or floor area is proposed. Staff has added a condition of approval requiring the applicant to submit an addendum to the duplex building permits to reflect the materials proposed in this application. If this amendment is not approved, then the applicant would be required to remove the stone and comply with the existing 2017 design approval.

### Removal of Heating Element

Staff has confirmed that the in-road heating element was not a requirement of the LDRs but rather a developer proposed amenity that was approved with the PUD and Development Plan. As such, it became a requirement of the project but can be removed through this amendment request at the Council's discretion. The heating element has, in fact, been broken for several years and so the roads have been maintained similar to any other hillside road via plowing and sanding. To date staff has not been made aware of any vehicular-related safety issues as a result of the inoperable heating element nor has Fire or Public Works raised concerns about its removal. Because the road is private and plowed/sanded at the expense of the HOA, staff does not have any concerns about removing the heating element from the HOA obligations. Additionally, unnecessary energy consumption such as a heated roadway does not align with the Town of Jackson's values and objectives towards sustainable development.

### Alternative Public Trail Plan

As explained above, the applicant has chosen to seek approval of an alternative trail plan under Option #2 as outlined in staff's final compliance letter sent in September 2019. Similar to the in-road heating element,

because the original trail network was an amenity negotiated as part of the PUD, the trail plan can be re-negotiated and legally changed through this amendment process. After extensive review of the Sketch Plan, PUD and Development Plan, staff found clear evidence in writing that a trail system and public access easements are required and these trails were intended to allow residents from Pine Drive, Wister Avenue and Spruce Drive to traverse over Pine Glades to access the Snow King and Bridger Teton National Forest trail system.

In addition, based on further review and analysis by staff during the three Planning Commission hearings, staff concludes that access to Pines Glades Drive for the public is not a requirement of the approved PUD – i.e., access across the private road is only required if it is necessary to access one of the required public trails. Otherwise access across the private roads would be redundant with access that the trails already provide and this additional level of general public access is not supported by the PUD record. For example, under the original trail plan, access to Pines Glades Drive was necessary because the trail intersected the road in five different locations, meaning that portions of these trails required access to/from the road to be usable. The proposed trail plan, however, shows only two intersections with the road (both on the cul-de-sac) so the only necessary public access to the road is limited to this cul-de-sac. Furthermore, based on the six trail-related excerpts from the PUD included previously in this staff report (see six bullets on page 5), none of them mention or imply access to any private roads. Rather, they all speak merely to providing public access across the project to access other trails. This conclusion is a more nuanced view than the one presented by staff in the compliance letters where staff concluded that access to Pines Glades Drive was required because that conclusion was based on our assumption that the original trail plan was the only option under consideration. However, the applicant has a right to request an amendment to the trail plan and for that trail plan to be reviewed against the intent of the PUD.

Regarding trail specifics, although some portions of the trail are on steep slopes, the proposed design is suitable for the conditions and comparable to other trails. For example, the proposed trail section leading up from the cul-de-sac was included in the original approval and maintains an average 10% slope. Although stone steps will be incorporated throughout the trail plan making it difficult for bicyclists, it will still serve as a multi-use summer trail system. Although not discussed in detail in the original approval, the applicant is not proposing and is not required to maintain the trails for winter use. This makes sense given that the Sink or Swim trail is not maintained by the USFS in the winter so there is little reason to require a higher level of maintenance on the proposed trails. Nevertheless, as with the USFS trails, it is staff's understanding that the Pine Glades trails can be used by trail users in the winter at their own risk but they will not be maintained.

Teton County Pathways Department has reviewed the trail plan and provided conditional approval to this alignment. Pathways provided specific comments related to the type of cuts made into the hillside to ensure trail and slope stability. Pathways also commented that the applicant needs to maintain a clear path to all trail entrances during winter months to not block access for users even though the trails, including Sink or Swim, are not maintained during the winter. It is staff's understanding that the trails will be built by the applicant, possibly with assistance from local private nonprofits or public agencies. The applicant will also be responsible for summer trail maintenance, also possibly in coordination with private nonprofits or public agencies. Staff has added a condition of approval requiring the applicant to satisfy certain written concerns/requirements from Pathways.

The proposed trail plan was also sent for review to the USFS and staff received comments stating that they had no significant issues with the proposed trails. The comments (attached as 'USFS Review') were from 2011 but an email from Linda Merigliano (Recreation Wilderness program manager for Jackson Ranger District) confirmed that the approval in 2011 is still valid. Staff also confirmed with Pathways and the USFS that a 10% grade is typically the standard for trails on steep slopes which is what the applicant is proposing.

The applicant has not yet proposed any specific signage for the trails, but staff will work with the applicant to ensure that all trail signage is clear, accurate, and visible so that future disputes between Pines Glades residents and the general public can be avoided. Staff has added a condition of approval related to signage which includes the provision of signage requiring dogs to be leashed on trails within the Pine Glades property.

Another important issue concerns potential landscaping/screening on both sides of the first section of trail above the cul-de-sac. Staff is supportive of vegetative screening provided that the trees are approved by the Fire Department. This property is located within the Wildland Urban Interface and typically the addition of trees (i.e. fuel) is not recommended unless they are of a specific species, properly spaced and irrigated. Pine Glades was required to provide a Fuels and Vegetation Mitigation plan which required the removal and pruning/thinning of hundreds of Douglas fir trees. Pine Glades was also required to plant over a hundred new fire-resistant tree species such as Aspen, Serviceberry and Snowberry in order to help screen the development. Staff has added a condition of approval requiring that the applicant work with the Fire and Planning Departments on an appropriate landscape screening plan for the first section of trail above the cul-de-sac that does not conflict with the Wildland Urban Interface code requirements.

Section #3 of trail started out with 2 options, one that wraps around the north side of the duplex and one that hugs the road and parking area. Both staff and the Planning Commission have recommended the option that hugs the road and parking lot because it is the least impactful to the duplex owners. A screening mechanism has been offered by the applicant, either by vegetation, fence or some combination. Staff supports this idea even though a formal plan has not been provided. Condition #6 specifically addresses this section of trail and includes a requirement that a screening plan be provided and reviewed by the Town and that the duplex owners are consulted on this plan so that the future screening does not negatively impact them in any way.

In summary, staff finds that the alternative trail plan, while not perfect, generally accomplishes the intent of the original Development Plan/PUD approval by providing public trail access across the property for people from all three roads (Pine Drive, Wister Avenue, Spruce Drive). This would complete an important project obligation from the 2007 approval. The benefits of the alternative trail plan are a public trail network with legally guaranteed recorded access easements.

**Planning Commission**

This item went before the Planning Commission three times — January 15, 2020; February 5, 2020; and March 4, 2020 — before a final recommendation was made.

At the first Planning Commission on January 15, 2020, the full project proposal was presented followed by a series of public comment from Pine Drive residents and Pine Glades residents. The Planning Commission asked questions about how specific the original approvals were with regard to trails and public access. Staff explained that the written record is not explicitly clear on all relevant trail matters other than the fact that a trail system and public easements were required. Staff also explained, as we did in the staff report, that no public access easements over the roads exist and Pine Glades Drive is a private road. The Planning Commission also had general legal questions about requiring public easements on private roads and liability. After a Q&A with staff, the Planning Commission continued the item requesting that the Town Attorney be present to answer legal questions.

At the second Planning Commission meeting on February 5, 2020, the Commission heard new public comment from the two affordable duplex owners who expressed concerns over the closeness of the trail to their home, especially about a previous alignment that wrapped below and around their units. Their opinion was that both trail alternatives for Section #3 would have negative impacts on their privacy and living

conditions. After much discussion, the Planning Commission indicated that they were leaning toward recommending denial to the Town Council based on the concerns of the duplex owners and because they were unsure that they could make Finding #6 which requires the proposed project to be in substantial conformance with all standards or conditions of any prior applicable permits or approvals. The applicant was given the opportunity to continue the item to consider ways to address these concerns. The applicant requested a continuance and the item was continued to the March 4, 2020, meeting.

At the third and final Planning Commission meeting on March 4, 2010, the Commissioners were presented with a revised trail plan and supplemental memo from the applicant. The memo stated that the applicant was open to removing Section #1 of trail above the cul-de-sac due to its unpopularity from Pine Drive residents and some Pine Glades residents. Both staff and the Planning Commission prefer this section of trail to remain because it provides the most direct path to the upper trail system (i.e. Sink or Swim) from Pine Drive and is consistent with the original trail plan which included this section of trail. Removing this section of trail would ultimately result in less trail options for Pine Drive trail users. The applicant also offered to provide screening along Section #3 of trail with vegetation or fencing to help mitigate impacts from the trail on the affordable duplex. Both staff and the Planning Commission were supportive of this idea assuming the screening mechanism does not inversely impact the duplex owners in any way, such as casting more shade on the units. Staff has modified Condition #6 so that the final screening design be reviewed and approved by the Town with consultation with the duplex owners to help address their concerns.

At the end of the March 4, 2020, Planning Commission meeting, there was a general frustration amongst the Commissioners over the unclearness of the original approval, and the tensions that have resulted between neighboring property owners. Overall, the Planning Commission found that the trail plan did provide a similar level of connectivity to the original trail plan and was able to make all required findings and thus recommended approval to Town Council as stated in the staff report. The Commissioners were encouraged by the fact that trails will get built this year and easements will be subsequently recorded putting to rest the neighborly disputes over access.

**Clarifications to Town Council Meeting on April 6, 2020**

A statement was made from the public that the General Common Element (GCE) roadway already grants access to the public after referencing an attachment in the May 2019 Compliance letter.

> Clarification: The GCE roadway grants access to the Town of Jackson (as a public entity) for maintenance of roadway utilities (i.e. water and sewer). It does not grant any type of pedestrian or vehicular access to the general public. The public statement referenced to a statement from a previous planner who was reviewing a Minor Deviation (P14-062) to remove and relocate the trail adjacent to the duplex at 140 & 142 Pine Glades Drive. The planner stated ‘the applicant shall not obstruct public access on the Town of Jackson access easement designated as “GCE Roadway” on the Pine Glades Townhomes Phase One Addition plat.’ This statement is inaccurate.

A statement from the public was made that part of the original intent of the PUD was to serve as winter access through the site when trails were not being maintained.

> Clarification: Mr. Taylor verbally promised public non-vehicular access on the roads to access the trails. And because the PUD approval did not require that the trails be maintained for year-round access (likely because the surrounding USFS trails are not maintained for year-round access), any required pedestrian access to Pine Glades Drive would follow similar access limitations as the trails. In short, the approved trail plan allowed year-round access to the trails but the trails we not

maintained (i.e. groomed or cleared) in the winter, so users could use them at their own risk during the winter.

**Updated Information - June 2020**

Public Easement Appraisal – Staff has received the appraisal for a public non-motorized access easement over Pine Glades Drive. The appraisal is for a 6'-wide easement along the northern portion of Pine Glades Drive and ends before entering the tunnel. The total distance is approximately 1,500 linear feet. The easement would be located within the road and shared with vehicles. Staff has not yet had time to thoroughly review the appraisal, however the appraisal has been forward to the Council for review and consideration.

Tree Topping – Since the April 20, 2020 Town Council meeting, the property owner has taken affirmative action to address and mitigate tree topping violations. The owner has planted 30 new Spruce trees 12'-15' tall for the 15 trees that were topped. This was done according to the attached 'Tree Topping Mitigation Letter – June 1, 2020' was sent to the owner and serves as the terms of the mitigation. Staff inspected the property at 8:00 AM on Thursday, June 11, 2020 and found the site to be in compliance with tree topping mitigation letter. Staff finds the matter of tree topping to be resolved.

Supplemental Correspondence June 11, 2020 – The applicant provided a supplemental correspondence dated June 11, 2020 (attached). In summary, the applicant is requesting that the Council consider voting on Item P19-262 (duplex modifications) and Item P20-069 (heating element) at the June 15th meeting, regardless if Item P20-070 (trails) is resolved. Since each item has its own 'P' number, the Council is at liberty to vote on each item separately if they can make all 6 of the required Development Plan findings for the particular item they are voting on.

**Future Applications**

Remaining applications required by the applicant to complete the Pine Glades PUD. Below are the remaining required applications:

1. **Development Agreement (DA):** a DA is required for Phase II (Jessica Lane) based upon the original Subdivision Improvement Agreement (SIA) and needs Town Council approval. The DA is related to improvements on Jessica Lane (i.e. road, utilities, trail, etc.). However the applicant cannot apply for the DA until the issue regarding trails and public access is resolved either through this application of through enforcement.
2. **Grading Permit:** A Grading Permit is required for the proposed work on Jessica Lane related to the road, building envelopes, multi-use trail and utilities.
3. **Building Permit:** Building Permits are required for each of the remaining 13 market townhome units.
4. **Subdivision Plat:** A Subdivision Plat is required to subdivide the remaining 13 townhomes for individual ownership as originally contemplated.

**Staff Findings**

*General Comment: Findings should only apply to changes, not original Development Plan*

**Item A (P19-262 - duplex modifications): Development Plan.** Development Plan proposals may be approved only if all of the following findings are made:

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

The proposed application is located in Character District #6 Town Periphery:

*This residential, STABLE Subarea is defined by low to medium density platted single family homes with some pockets of multifamily development which should be maintained in the future. Consideration of clustered/multifamily development to preserve large portions of open space and/or wildlife habitat/movement corridors will also remain an option. In the future, building size should maintain the existing bulk and scale to avoid the construction of much larger homes that currently exist today. Development should be sensitive to the steep slopes, avalanche terrain and other natural features found in the subarea. Portions of this subarea also function as a wildlife movement corridor between the National Forest, Karns Meadow and the Southern hillsides of East Gros Ventre Butte. Wildlife permeability should be maintained or improved.*

Complies. Staff finds that the project is consistent with the vision for subarea 6.1 as described above, specifically as the amendment does not increase the existing density which is considered to be low to medium. Building size and bulk are also not changing from what was previously approved. Additionally, wildlife permeability was considered into the original design to help function as a wildlife corridor between the listed areas above (i.e. National Forest, Karns Meadow and Southern hillsides of East Gros Ventre Butte). The proposed amendment does not significantly impact such corridors. Staff also finds that the project is generally consistent will all other applicable provisions of the Comprehensive Plan, and as such finds that it achieves the level of consistency necessary for Development Plan approval.

In addition, staff finds that the application should be reviewed for consistency specifically with Subarea 6.1 Low to Medium Density Neighborhoods which states as follows as the desired vision for the subarea:

***Common Value 1: Ecosystem Stewardship***

*Policy 1.1.c: Design for wildlife permeability*

Complies. The subject property is not located within the Natural Resource Overlay (NRO) or Scenic Resource Overlay (SRO), but an Environmental Analysis (EA) was done in 2005 which concluded that the site provides non-crucial habitat for deer, moose and elk. The EA also contemplated the location of all roads and buildings. Since the building location and size are not changing, staff finds that the proposed exterior modifications will not have a significant negative impact on wildlife permeability.

*Policy 1.3.b: Maintain expansive hillside and foreground vistas*

Complies. Staff finds that the project as previously approved maintains expansive hillside and foreground vistas through its design. The proposed amendment does not impact additional hillside disturbance beyond what was originally contemplated.

***Common Value 2: Growth Management***

*Policy 4.3.a: Preserve and enhance stable subareas*

Complies. Staff finds that because the density and bedroom count will remain the same, the proposed project does preserve and enhance stable subareas.

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

Complies. Staff finds that the exterior changes amendment have no significant impact on natural features because the amount of disturbance is the same as the original approval.

***Common Value 3: Quality of Life***

*Policy 5.3.b: Preserve existing workforce housing stock*

Not applicable.

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

   Not applicable.

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

   Complies. Staff finds that the proposed project will not increase the need for public services and so will not have significant impacts on public facilities and services. Furthermore, as part of the original approval, significant off-site infrastructure improvements were completed to serve the site's needs and help counter any significant impacts on public facilities and services.

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

   Not applicable.

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

   Complies. As conditioned, staff finds that the proposed project complies with the standards of these LDRs as the request meets all requirements such as FAR, LSR, setbacks, height, etc. In addition, the project is in compliance with all other Town Ordinances.

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

   Complies. As conditioned, staff finds the request to modify the architectural features and materials of the duplex at 140 & 142 Pine Glades Drive to be in substantial conformance with past approvals because no bedrooms or density are being added and because the building is not being relocated. Although the appearance of this duplex differs from the original design, this project was not required to go before the Design Review Committee, thus there are no design standards that apply to this development. In fact the duplex design was already changed once in 2017 through a Development Plan amendment. Staff finds this current amendment to be a minor and not affecting the original approval in any significant way.

**Item B (P20-069 - heating element): Development Plan.** Development Plan proposals may be approved only if all of the following findings are made:

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

   The proposed application is located in Character District #6 Town Periphery:

   *This residential, STABLE Subarea is defined by low to medium density platted single family homes with some pockets of multifamily development which should be maintained in the future. Consideration of clustered/multifamily development to preserve large portions of open space and/or wildlife habitat/movement corridors will also remain an option. In the future, building size should maintain the existing bulk and scale to avoid the construction of much larger homes that currently exist today. Development should be sensitive to the steep slopes, avalanche terrain and other natural features found in the subarea. Portions of this subarea also function as a wildlife movement corridor between the National Forest, Karns Meadow and the Southern hillsides of East Gros Ventre Butte. Wildlife permeability should be maintained or improved.*

   Complies. Staff finds that the project is consistent with the vision for subarea 6.1 as described above, specifically as the amendment does not increase the existing density which is considered to be low to medium. Building size and bulk are also not changing from what was previously approved. Additionally, wildlife permeability was considered into the original design to help function as a wildlife corridor between the listed areas above (i.e. National Forest, Karns Meadow and Southern hillsides of East Gros Ventre Butte). The proposed amendment does not significantly impact such corridors. Staff also finds that the project is generally consistent will all other applicable provisions of the Comprehensive Plan, and as such finds that it achieves the level of consistency necessary for Development Plan approval.

   In addition, staff finds that the application should be reviewed for consistency specifically with Subarea 6.1 Low to Medium Density Neighborhoods which states as follows as the desired vision for the subarea:

   ***Common Value 1: Ecosystem Stewardship***

   *Policy 1.1.c: Design for wildlife permeability*

   Not applicable.

   *Policy 1.3.b: Maintain expansive hillside and foreground vistas*

   Not applicable.

   ***Common Value 2: Growth Management***

   *Policy 4.3.a: Preserve and enhance stable subareas*

   Not applicable.

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

   Not applicable.

***Common Value 3: Quality of Life***

*Policy 5.3.b: Preserve existing workforce housing stock*

Complies. All nine (9) deed restricted units will not be affected by this proposal. In fact, the removal of the heating element will ensure that any high maintenance and/or operating costs associated with the heating elements will not be passed onto the affordable and workforce restricted units.

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

   Not applicable.

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

   Complies. Staff finds that the proposed project will not increase the need for public services and so will not have significant impacts on public facilities and services. Furthermore, as part of the original approval, significant off-site infrastructure improvements were completed to serve the site's needs and help counter any significant impacts on public facilities and services.

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

   Not applicable.

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

   Complies. Because roadway heating elements are not typically required or addressed by the LDRs or Town Ordinances, staff finds the request to remove the heating element to meet this finding.

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

   Complies. Staff finds the request to remove the heating element to be in substantial conformance with past approvals because the heating element is not an LDR requirement but rather an added amenity as part of the PUD. This requested change is viewed as minor amendments not affecting the original approval in any significant way. In addition, removing the heating element will eliminate any associated operating costs from being passed on to the affordable units.

**Item C (P20-070 - trails): Development Plan.** Development Plan proposals may be approved only if all of the following findings are made:

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

   The proposed application is located in Character District #6 Town Periphery:

   *This residential, STABLE Subarea is defined by low to medium density platted single family homes with some pockets of multifamily development which should be maintained in the future.*

*Consideration of clustered/multifamily development to preserve large portions of open space and/or wildlife habitat/movement corridors will also remain an option. In the future, building size should maintain the existing bulk and scale to avoid the construction of much larger homes that currently exist today. Development should be sensitive to the steep slopes, avalanche terrain and other natural features found in the subarea. Portions of this subarea also function as a wildlife movement corridor between the National Forest, Karns Meadow and the Southern hillsides of East Gros Ventre Butte. Wildlife permeability should be maintained or improved.*

Complies. Staff finds that the project is consistent with the vision for subarea 6.1 as described above, specifically as the amendment does not increase the existing density which is considered to be low to medium. Building size and bulk are also not changing from what was previously approved. Additionally, wildlife permeability was considered into the original design to help function as a wildlife corridor between the listed areas above (i.e. National Forest, Karns Meadow and Southern hillsides of East Gros Ventre Butte). The proposed amendment does not significantly impact such corridors. Staff also finds that the project is generally consistent will all other applicable provisions of the Comprehensive Plan, and as such finds that it achieves the level of consistency necessary for Development Plan approval.

In addition, staff finds that the application should be reviewed for consistency specifically with Subarea 6.1 Low to Medium Density Neighborhoods which states as follows as the desired vision for the subarea:

***Common Value 1: Ecosystem Stewardship***

*Policy 1.1.c: Design for wildlife permeability*

Complies. The subject property is not located within the Natural Resource Overlay (NRO) or Scenic Resource Overlay (SRO), but an Environmental Analysis (EA) was done in 2005 which concluded that the site provides non-crucial habitat for deer, moose and elk. The EA also contemplated the original approved trails and future trail connections beyond what was approved. Considering that approximately one mile of trails were analyzed with the original design, staff finds that the proposed trail system will not have a significant negative impact on wildlife permeability.

*Policy 1.3.b: Maintain expansive hillside and foreground vistas*

Complies. Staff finds that the project as previously approved maintains expansive hillside and foreground vistas through its design. The proposed amendment does not impact additional hillside disturbance beyond what was originally contemplated.

***Common Value 2: Growth Management***

*Policy 4.3.a: Preserve and enhance stable subareas*

Not applicable.

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

Complies. Although the proposed trail plan will disturb hillside areas not originally contemplated (i.e. below the cul-de-sac and around the duplex), the proposed amendment proposes less overall hillside

disturbance than the originally proposed one-mile of trails. Staff finds that the amendment has no significant impact on natural features in the built environment.

***Common Value 3: Quality of Life***

*Policy 5.3.b: Preserve existing workforce housing stock*

Not applicable.

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

   Not applicable.

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

   Complies. Staff finds that the proposed project will not have significant impacts on public facilities and services.

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

   Not applicable.

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

   Complies. As conditioned, staff finds that the proposed project complies with the standards of these LDRs and all other Town Ordinances.

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

   Complies. Staff finds that, as conditioned, the proposed project is in substantial conformance with the previously approved Sketch Plan, PUD, and Development Plan. After extensive research into the past approvals, staff found that the original approvals required a trail system with associated public access easements that would allow residents on Pine Drive, Wister Avenue and Spruce Drive to traverse across Pine Glades to access the Snow King and Bridger-Teton National Forest trail system. Nowhere in the written record did the trail system clearly require public non-vehicular access on and over the private road independent of access these trails. Thus, after reviewing the applicant's proposal for a trail system, staff finds that it provides the level of intended public access across Pine Glades benefitting Pine Drive, Wister Avenue and Spruce Drive residents, and also includes public easements that will be subsequently recorded. Staff finds this proposal to be in substantial conformance with the intent of past approvals regarding trails and public access even though the exact location of some trails has changed. The overall intent and level of connectivity with this proposal is consistent with the PUD's original intent.

## ATTACHMENTS

Applicant Submittal w/ Supplemental Information

Original Trail Plan
Currently Approved Trails
Department Reviews
USFS Review
Compliance Letter – May 2019
Compliance Response Letter - June 2019
Compliance Final Letter - September 2019
Public Comment
Tree Topping Mitigation Letter - June 1, 2020
Supplemental Correspondence - June 11, 2020

## STAKEHOLDER ANALYSIS

The primary stakeholders are the Pine Glades residents and owners and the general public who serve to benefit from the trail access through the private development.

## PUBLIC COMMENT

Staff has received written and verbal comment on this proposal from several Pine Drive residents, all of which is related to the proposed trail plan. Generally speaking, all of the written and verbal comments from Pine Drive residents strongly oppose the proposed trail plan and contest that it does not line up with the promises of the original developer to provide access through the roads and that this access should now be granted through an easement benefitting the public. Other comments expressed concern over the steepness of the proposed trails and their inability to accommodate mountain biking. Additionally, concerns were expressed that the proposed trails will no longer allow year-round access because some people walk on the road during winter to access other trails such as Sink or Swim which are not maintained in the winter but are frequently used by locals.

Staff has spoken to two property owners on Wister Avenue (435 & 410 Wister Avenue) who do not have any strong opposition to the proposal but hope that trail access through the site will continue to be allowed. The property owner at 410 Wister Avenue expressed concerns about the location of the trail which switchbacks down from the cul-de-sac and its impact on existing Spruce trees that provide screening from the Pine Glades development. That owner would like to see those trees remain if possible. Staff has added a condition to this effect.

The two duplex owners located at 45 Pine Glades Drive have expressed their concerns over Section #3 of trail. Both owners oppose both options for Section #3 stating the proposals negatively impact their privacy by placing a trail in close proximity to their home. Both owners claim that they own the common land surrounding their building, however, staff has not been provided with any supporting documents. After reviewing the plat, staff confirmed that the area surrounding their duplex building is Common Lot H which is the general common area for the HOA and appears to belong to the HOA.

Staff has received a letter (attached) from 10 homeowners of market homes within Pine Glades expressing their support for the proposed amendments, specifically the current trail plan presented by the applicant. The letter goes on to explain their concerns for granted public access after-the-fact, liability and other concerns. In addition, Jeff Hussey, who was the previous developer/owner who currently owns a townhome in Pine Glades, provided a separate letter which states that public non-vehicular access over the roads was never part of the original approval regardless of statements made by Dave Taylor.

Since the April 20, 2020 Town Council meeting staff has received an abundance of new public comment, much of which from members of the public who have previously commented.

## FISCAL IMPACT

There will be no significant fiscal impact to the Town if the proposed project is approved. However, there is the potential for significant fiscal impact if 1) the Town negotiates and pays for a public access easement on Pine Glades Drive, or 2) the request is not approved which is likely to result in significant additional costs related to increased staff time to enforce and defend our desired compliance outcome through Option #1 or other avenues.

## STAFF IMPACT

Staff has spent a significant amount of time, more than a typical project of this size, meeting with the applicant, coordinating with other departments, researching past approvals for Pine Glades, drafting enforcement letters, and drafting this report.

## LEGAL REVIEW

Ongoing as needed.

## RECOMMENDATIONS/ CONDITIONS OF APPROVAL

**Item A (duplex modifications):** The Planning Director and Planning Commission recommend **approval** of P19-262 to amend a Development Plan, specifically to allow exterior modifications to the duplex at 140 & 142 Pine Glades Drive, subject to the departmental reviews attached hereto and the following condition of approval:

1. Prior to issuance of Certificate of Occupancy on the duplex at 140 & 142 Pine Glades Drive, the applicant shall apply for an addendum to the duplex building permits to revise all exterior elevations to reflect the approved materials and changes.

**Item B (heating element):** The Planning Director and Planning Commission recommend approval of P20-069 to amend a Development Plan, specifically to allow the removal of the in-road heating element in both phases, subject to the departmental reviews attached hereto.

**Item C (trails)**: The Planning Director and Planning Commission recommend approval of P20-070 to amend a Development Plan, specifically to allow a new trail plan, subject to the departmental reviews attached hereto and the following conditions of approval:

1. By no later than September 1, 2020, all trails and signage shall be installed and satisfactorily inspected. In addition, by no later than September 1, 2020, the applicant shall record public access easements for the approved trails to the satisfaction of the Planning Director, Pathways Director, and Town Attorney. Signage at all trail entrances shall be installed and include a requirement that all dogs must be leashed.
2. Prior to September 1, 2020, the applicant shall work with the Fire Department and Planning Department on an appropriate landscape screening plan for the first section of trail above the cul-de-sac that does not conflict with the Wildland Urban Interface code requirements. The final plan and installation shall also be completed by September 1, 2020.

3. The applicant shall satisfactorily address all concerns from the Pathways Director related to technical or engineering suggestions for the trails. Comments related to neighbor approval or unspecified ongoing concerns are not the responsibility of the applicant.
4. The applicant shall make all efforts to not disturb mature spruce trees in the section of the trail below the cul-de-sac. Any necessary removal of trees will require new trees to be planted to ensure adequate screening is maintained. All new trees will require approval from the Fire Department and Planning Department.
5. The alternative trail route for Section #3 that goes above the duplex and hugs the parking area on Pines Glades Drive shall be the approved trail alignment. In addition, final screening by vegetation, fence, or other means shall be reviewed and approved by the Planning Department and shall include consultation with the duplex owners.

## SUGGESTED MOTIONS

**Item A (duplex modifications):** Based upon the findings as presented in the staff report and made by the applicant for a Development Plan (Item P19-262), I move to make findings 1-6 in Section 8.3.2.C of the Land Development Regulations related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Complies with Town Design Guidelines; 5) Compliance with relevant LDRs & Town Ordinances; 6) Conformance with past permits & approvals, to **approve** a Development Plan amendment, specifically to allow exterior modifications to the duplex at 140 & 142 Pine Glades Drive, subject to the departmental reviews and to this staff report, dated April 20, 2020, and the following condition of approval:

1. Prior to issuance of Certificate of Occupancy on the duplex at 140 & 142 Pine Glades Drive, the applicant shall apply for an addendum to the duplex building permits to revise all exterior elevations to reflect the approved materials and changes.

**Item B (heating element):** Based upon the findings as presented in the staff report and made by the applicant for a Development Plan (Item P20-069), I move to make findings 1-6 in Section 8.3.2.C of the Land Development Regulations related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Complies with Town Design Guidelines; 5) Compliance with relevant LDRs & Town Ordinances; 6) Conformance with past permits & approvals, to approve a Development Plan amendment, specifically to allow the removal of the in-road heating element in Phases 1 and 2 of the PUD, subject to the departmental reviews and to this staff report, dated April 20, 2020.

**Item C (trails)**: Based upon the findings as presented in the staff report and made by the applicant for a Development Plan (Item P20-070), I move to make findings 1-6 in Section 8.3.2.C of the Land Development Regulations related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Complies with Town Design Guidelines; 5) Compliance with relevant LDRs & Town Ordinances; 6) Conformance with past permits & approvals, to **approve** a Development Plan amendment, specifically to allow a new trail plan, subject to the departmental reviews and to this staff report, dated April 20, 2020, and the following conditions of approval:

1. By no later than September 1, 2020, all trails and signage shall be installed and satisfactorily inspected. In addition, by no later than September 1, 2020, the applicant shall record public access easements for the approved trails to the satisfaction of the Planning Director, Pathways Director, and Town Attorney. Signage at all trail entrances shall be installed and include a requirement that all dogs must be leashed.
2. Prior to September 1, 2020, the applicant shall work with the Fire Department and Planning Department on an appropriate landscape screening plan for the first section of trail above the cul-de-

sac that does not conflict with the Wildland Urban Interface code requirements. The final plan and installation shall also be completed by September 1, 2020.

3. The applicant shall satisfactorily address all concerns from the Pathways Director related to technical or engineering suggestions for the trails. Comments related to neighbor approval or unspecified ongoing concerns are not the responsibility of the applicant.
4. The applicant shall make all efforts to not disturb mature spruce trees in the section of the trail below the cul-de-sac. Any necessary removal of trees will require new trees to be planted to ensure adequate screening is maintained. All new trees will require approval from the Fire Department and Planning Department.
5. The alternative trail route for Section #3 that goes above the duplex and hugs the parking area on Pines Glades Drive shall be the approved trail alignment. In addition, final screening by vegetation, fence, or other means shall be reviewed and approved by the Planning Department and shall include consultation with the duplex owners.

***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: Pine Glades amendment

Physical Address: 140, 142 Pine Glades Drive

Lot, Subdivision: Lots 13, 14, H Pine Glades Townhomes PIDN: 22-41-16-33-4-38-008

**PROPERTY OWNER.**

Name: Pine Canyon, LLC Phone: 690-4436

Mailing Address: PO Box 4741; Jackson, WY ZIP: 83001

E-mail: collinsplanning@bresnan.net

**APPLICANT/AGENT.**

Name: Collins Planning Associates Phone: 690-4436

Mailing Address: PO Box 7441; Jackson, WY 83002 ZIP: 83002

E-mail: collinsplanning@bresnan.net

**DESIGNATED PRIMARY CONTACT.**

_____Property Owner X Applicant/Agent

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

**Use Permit**

_____Basic Use

_____Conditional Use

_____Special Use

**Relief from the LDRs**

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

**Physical Development**

_____Sketch Plan

X amd Development Plan

_____Design Review

**Subdivision/Development Option**

_____ Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

_____Development Option Plan

**Interpretations**

_____Formal Interpretation

_____Zoning Compliance Verification

**Amendments to the LDRs**

_____LDR Text Amendment

_____Map Amendment

**Miscellaneous**

_____**Other:**_____

_____ Environmental Analysis

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

Pre-application Conference #: P18 - 250 Environmental Analysis #: n/a

Original Permit #: P07 - 126 & 127 Date of Neighborhood Meeting: _____

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

*Have you attached the following?*

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

X **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.

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

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

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

signature on hard copy — October 7, 2019

Signature of Property Owner or Authorized Applicant/Agent — Date

Bill Collins — Agent

Name Printed — Title

# LETTER OF AUTHORIZATION

Pine Canyon, LLC ,"Owner" whose address is: P.O. Box 4741
Jackson, WY 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

_____, as the owner of property more specifically legally described as: Pine Glades PUD, Lots 13 & 14 and H

(If too lengthy, attach description)

**HEREBY AUTHORIZES** Collins Planning Associates **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:** John Tozzi / Pine Canyon LLC

**(SIGNATURE) (SIGNATURE OF CO-OWNER)**

***Title:*** President

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

**STATE OF** New York )
)SS.
**COUNTY OF** New York )

The foregoing instrument was acknowledged before me by John Tozzi this 25th day of September, 2019.

**WITNESS my hand and official seal.**

**(Seal)**

**(Notary Public)**

**My commission expires:**

SARAH A. TECLA
Notary Public, State of New York
No. 01TE6341433
Qualified in New York County
Commission Expires May 2, 2020

# PROPOSED AMENDMENT TO THE PINE GLADES DEVELOPMENT PLAN
**October 7, 2019**

**Project Name, Location**
Pine Glades PUD
Townhome Lots 13, 14; Common Lot H
140, 142 Pine Glades Drive

**Approval Sought**
Development Plan Amendment

## PROJECT STATUS

*Initial Approval*
The Pine Glades PUD was approved in 2008 and includes 27 free-market townhomes and 12 affordable units (later reconfigured into fewer affordable units with the same number of bedrooms). The free-market units were approved for construction in two phases and consist of a combination of two-unit and three-unit buildings.

Phase one has been developed with 14 free-market units (including the last duplex currently under construction) and nine affordable housing units. All of the units, except the duplex under construction (identified as S-1 on lots 13 and 14), have been sold and are occupied. The last two-unit building in phase one that is under construction is the subject of this application.

Phase two has not been fully developed although the major infrastructure has been installed under the future road. Remaining to be constructed in phase two are 13 free-market townhomes, infrastructure services from the main lines to each unit, Jessica Lane and an associated retaining wall.

The PUD approval included an extensive landscape plan that calls for the planting of a significant number of trees and a substantial portion of this planting has been completed. Actually, the new developer of phase two is exceeding the planting requirements. Phase two will include the remaining landscaping and the construction of trails that will provide hiking access to the USFS land.

*New Owner*
Pine Glades has a 10-year history and currently sits in a half completed state in which much of the property is an unsightly unfinished development. The original developer of Pine Glades failed to complete the project and under financial stress sold the entire development. The second owner also failed to complete the project and eventually sold all undeveloped portions of the development to Pine Canyon, LLC, the current owner and applicant.

Pine Canyon, LLC is intent on completing the development and moving beyond questions that have lingered from past ownerships. In most instances when developments fail and pass

through several owners, the project ultimately is completed through a "work out plan" that reduces obligations or increases development rights. In this instance, the current owner desires to complete the development in part by elevating the amenities and making visual upgrades that enhance the marketability of the development. From the viewpoint of the Town of Jackson and the neighbors, completing the development is the best way to clean up the unsightly property and settle any outstanding questions. Approving the trail plan that is a part of this application a key step in completing the development.

## DESCRIPTION of PROPOSED CHANGES

The applicant proposes two items for approval and one item of clarification.

1. Approval is requested of a material change to the exterior of duplex S-1 that is currently under construction on lots 13 and 14. This change adds stone on east and west ends of the S-1 building where wood siding/shingles was planned. Also, stone is added to columns in front of the S-1 building where wood siding was planned. The wood siding on the columns of the existing buildings wick water. See the attached exhibits.

2. Approval also is requested of a trail network that implements a part of the original PUD approval. See the attached exhibits.

3. Clarification is sought that in-road heating elements to melt snow on the Pine Glades roads are not required. The result of this clarification will allow the Pine Glades HOA to avoid repairing and operating an existing element in the phase one road and further allow Pine Glades, LLC to avoid installing a future element in the phase two road.

## DISCUSSION OF PROPOSED CHANGES

*Material Change to Duplex S – 1*

No design guidelines or LDR design standards for "fit and finish" apply to Pine Glades. While this amendment includes a request to change exterior finish from wood siding to stone for the duplex under construction on lots 13 and 14, there are no criteria for approval or denial. The planning department's procedural requirement for approval of the material change is based on sketches of the buildings that were included in the 2008 PUD application.

*Trail Network*

Neighbors to the Pine Glades subdivision historically crossed the private property to access trails in the National Forest and the original developer of Pine Glades promised trail access will be maintained as part of the development. Review of information in the planning files and discussions with the planning director led to the conclusion that two trails are required: 1) an upper trail that traverses the hillside uphill of the phase one buildings; and, 2) a lower trail that crosses the hillside below the phase two development. Neither of the previous two developers

completed the trails, causing the neighbors to grow agitated over the years as they expected such access. Pine Canyon, LLC is committed to constructing the trails and recording easements that allow lawful public access across the property.

The attached exhibits delineate the proposed trail locations and where the new links connect to existing trails. The new trail segment that climbs uphill from the existing cul-de-sac was in the original Pine Glades approval but subsequently relocated. A document in the planning department file claims that this segment is too steep and climbs 500 vertical feet. The vertical climb from the cul-de-sac to the connection with the existing USFS trail is 89 feet and the trail maintains a 10% average grade. Pine Glades, LLC will work with Friends of Pathways and the Town/County Pathways Coordinator to determine appropriate signage that guides the public to the trails.

A plan for public hiking access across Pine Glades also must respect the liability and financial obligations of the owners within the Pine Glades development. These owners have assumed legal liability and maintenance obligations for the private roads and common open space within their development. The proposed trails plan strikes a difficult and important balance between public access and private responsibilities and is acceptable to the Pine Glades owners.

*Roadway Heating Elements*

An in-road heating element was planned for each road of the two roads in Pine Glades and an element was installed when the existing road was constructed. However, as time passed serious issues became evident with these heating elements. For example, the existing element failed three years ago when Pine Glades was owned by a different developer and the HOA did not repair it immediately due to very high costs. Further, the heating element was activated by the snow making operation on the Snow King ski slopes and the electric bill was $150,000 per winter. Since the malfunction of the heating element, the HOA has maintained an annual snow plowing and sanding contract for $33,800 and the road has been well maintained. Town roads west of Pine Glades are at the same elevation, grade and sun exposure as Pine Glades and they are routinely maintained by plowing and sanding. Not repairing the existing in-road heating element and not installing the future element in the phase two road, and instead relying on regular plowing and sanding, is consistent with Town's energy conservation objectives.

Nothing in the planning file indicates that the heating elements were required by the Town approval. The planning department informed the applicant that the in-road heating elements were not a requirement and were voluntarily presented by the original Pine Glades developer. However, more recently the department has listed the malfunctioning of the existing element as a violation and stated it must be repaired. This request is to clarify that the heating elements are not required, that they contradict all energy conservation efforts and the more traditional method of winter road maintenance is permitted.

## FINDINGS FOR APPROVAL

**8.3.2. Development Plan - Findings for Approval of a development plan**

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

Pine Glades is legally vested and can be completed under the currently approved plans, but the PUD also complies with the 2012 Comprehensive Plan. The development is in Character District 6.1, which calls a low to medium density residential neighborhood with some pockets of multi-family development. Although Pine Glades is a PUD, it is developing at a density that complies with the underlying Suburban zoning that was in place when Pine Glades was approve. The Suburban zoning district permitted 2.9 units per acre; Pine Glades is only 2.3 units per acre.

The 2012 Plan also calls for consideration of clustered development with large areas of open space. The Pine Glades buildings are clustered with a lot coverage of 19% of the Base Site Area when 25% coverage was permitted when the PUD was approved. The Pine Glades development has 77% of the property in open space when only 70% was required. The Pine Glades PUD is significantly less impactful to the landscape than the subdivision of single-family lots that was previously approved for the property. The single family lot subdivision was an outright use in the Suburban zoning district and was approved for development. The Pine Glades PUD replaced this subdivision before it was developed.

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

Neither the NRO nor the SRO applies to the subject property.

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

When granting the original approval of Pine Glades in 2008, the Town Council agreed with the planning department's analysis and made the finding

> "that the proposed development will not have a significant adverse impact on public facilities beyond that of a use allowed by right within the zone. The applicant has proposed significant infrastructure improvements within and beyond the subject property."

This finding remains applicable today as the numbers of units and bedrooms in the development will not change from the initial approval.

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

No design guidelines or LDR design standards apply to this development. While this amendment includes a change from wood siding to stone for the duplex on lots 13 and 14, there are no applicable criteria for approval or denial.

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

The Town Council agreed with the planning department's conclusion in 2008 that the PUD complied with all relevant LDR standards and other town ordinances. This finding remains applicable today as the proposed revision does not increase development rights, lessen protection of natural resources or expand the footprint of development except for the two hiking trails. It may be important to recognize that only one of two phases of Pine Glades has been developed.

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

The Pine Glades development is in compliance with the conditions of approval and all applicable LDR standards. This compliance is evidenced by the issuance over several years of building permits for 23 housing units, certificates of occupancy for the 21 units that have been completed, (the duplex on lots 13 and 14 is still under construction) and the release of the financial bond for phase one. The planning department identified several trees that have been topped on the property and is requiring additional trees be planted to mitigate the tree-topping violation. The Pine Glades, LLC will exceed the required amount of planting.

In recent months, the planning department attempted to require the Pine Glades HOA and Pine Glades, LLC record an easement allowing public access on the private roads in Pine Glades. Without any factual or legal basis, the department claims the absence of such an easement is a violation of the PUD. The department's position is not supported by anything in the multiple Pine Glades approvals, and at a minimum, contradicts the following:

- over a decade of planning permits, building permits and occupancy certificates issued by the Town of Jackson and its various departments,
- notes on the subdivision plat signed by the Planning Director and the then Mayor of the Town of Jackson,
- an explicit response from the planning department, in response to a direct question prior to the purchase by Pine Glade, LLC, that stated all required easements have been granted and no additional easements are required,
- the release of financial sureties that were required to guarantee all requirements and obligations were completed for phase one, and
- the insistence by the Town that no public maintenance or ownership responsibilities exist for the Pine Glades roads.

In reliance of its current position regarding public access across private roads, the planning department refers to a statement by the original Pine Glades developer orally spoken in a sketch plan meeting in 2008, however, the department did not incorporate the oral statement into any staff report, conditions of approval, findings of approval, easements, subdivision plat notes, or other relevant documents while they approved permits and occupancy certificates for 12 years. There now have been tens of millions of dollars in Pine Glades purchases in good faith reliance on official decisions and the written record for the development.

But it is not necessary to dwell upon the planning department's assertion because the trail network proposed by the current owner achieves a difficult and important balance. It fulfills the promised hiking access across private property; the public will be granted the hiking access they enjoyed before Pine Glades was developed. At the same time, the owners within the Pine Glades development, who have liability and financial obligations for their private roads and common open space, agree with and support the proposed trail network and its accompanying public access.

NORTH ELEVATION
SCALE: 3/16" = 1'-0"

AMENDMENT NOTES: R2
APPROVED AMENDMENT INCREASED HABITABLE FLOOR AREA ON FIRST FLOOR LEVEL OF DUPLEXES BY 100 SQFT BY ENCLOSING THE FRONT RECESSED PORCH AND A PORTION OF THE SIDE PORCH. THE FOOTPRINT OF THE STRUCTURE DID NOT CHANGE. AN ELEVATOR WAS BEING ADDED IN THE STAIR WELL/FOYER AREA. THE FRONT GABLE DORMER WAS ELIMINATED. SHEETS EFFECTED BY THESE CHANGED ARE KEYED WITH AN ASTRIX (*) IN DRAWING INDEX.

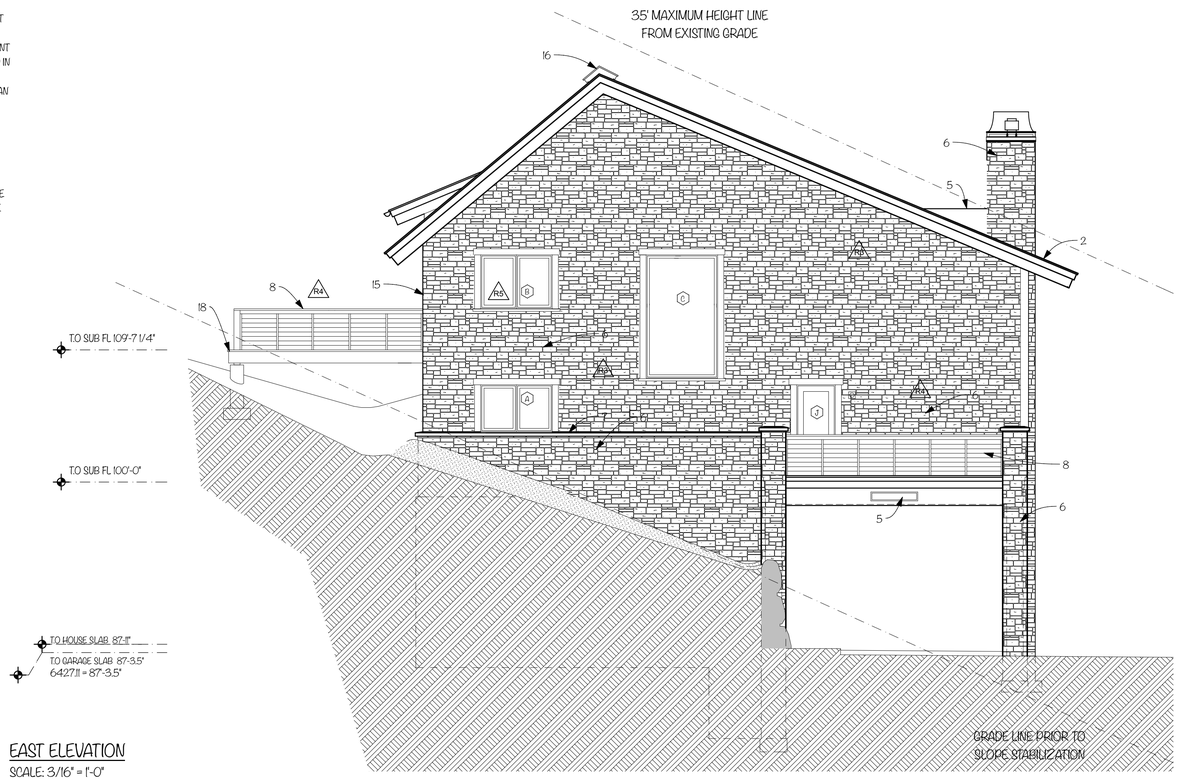
REVISION NOTE R3 12/8/17: R3
EXTERIOR SIDE WALLS WERE CHANGED TO ALL MASONRY FINISH

REVISION NOTE R4 7/3/18: R4
MASONRY FINISH WAS EXTENDED UP INTO GABLE ENDS AND ALONG THE WALL AT THE SIDE DECK. A WINDOW AND ROOF WAS REMOVED AT THE SIDE DECK. RAILING CHANGED TO CABLE RAIL WITH STEEL POSTS.

REVISION NOTE R5 10/9/19: R5
REMOVE MULLIONS FROM ALL WINDOWS.
CHANGE SIDING ON BACK AND UPPER LEVEL FRONT TO VERTICAL

1. CLASS "A" COMPOSITE ASPHALT ROOFING AT ALL LOCATIONS.
2. 2X FASICA AND METAL DRIP EDGES.
3. EXPOSED RAFTERS AND T&G DECKING OF TYPE IV HEAVY TIMBER CONSTRUCTION.
4. COPPER SHOUD AND SPARK ARRESTOR PER IWUIC.
5. CHIMNEY CRICKET.
6. STONE VENEER.
7. STONE LEDGE.
8. GUARDRAIL AT 42" A.F.F.
9. HORIZONTAL WOOD SIDING.
10. CEDAR SHINGLE SIDING.
11. HEAVY TIMBER COLUMNS.
12. WOOD TRIM BLOCK FOR LIGHT FIXTURE, TYP.
13. MAXIMUM CLEARANCE SIGN.
14. METAL PANEL SIDING
15. 2X CORNER BOARDS
16. RIDGE VENTING.
17. PRIVACY SCREEN
18. WOOD DECK.
19. MISC. MECH VENTS

1 EXTERIOR ELEVATIONS
SCALE: 3/16" = 1'-0"




EAST ELEVATION
SCALE: 3/16" = 1'-0"

PINEGLADES
DEVELOPMENT, LLC.
970 WEST BROADWAY SUITE E
JACKSON, WY. 83001

SAGEBRUSH
ARCHITECTURAL SERVICES
P.O. BOX 624
JACKSON, WY. 83001
307-413-0056 C.

Y2
CONSULTANTS, LLC.
P.O. BOX 2674
215 E. SIMPSON ST.
JACKSON, WY. 83001
307-733-2999

JTEC
JUSTIN TATOSIAN
P.O. BOX
JACKSON, WY. 83001
307-699-1110

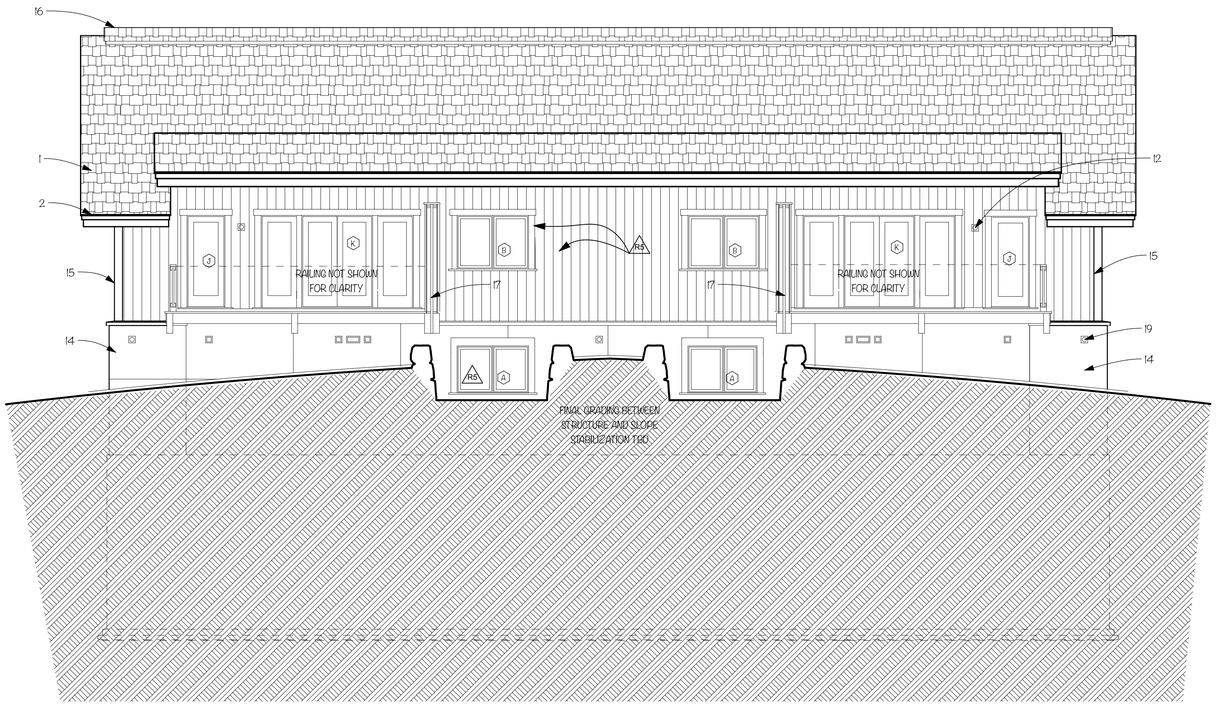
MEYERS
ODETTE &
ASSOCIATES
P.O. BOX 267
MOOSE, WY 83012
307-690-9547

# PINE GLADES S1
# TWO UNIT BUILDINGS
LOTS 13 & 14, 140 & 142
PINE GLADES DRVIE
JACKSON, WYOMING

| DATE/REVISION: |
|---|
| PERMIT 9/23/16 |
| REVISION #1 10/17/16 |
| AMDEND/REV #2 5/31/17 |
| AMDEND/REV #3 12/8/17 |
| REV. #4 7/3/18 |
| REV. #5 10/9/19 |

A6

ELEVATIONS




SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

AMENDMENT NOTES: R2
APPROVED AMENDMENT INCREASED HABITABLE FLOOR AREA ON FIRST FLOOR LEVEL OF DUPLEXES BY 100 SQFT BY ENCLOSING THE FRONT RECESSED PORCH AND A PORTION OF THE SIDE PORCH. THE FOOTPRINT OF THE STRUCTURE DID NOT CHANGE. AN ELEVATOR WAS BEING ADDED IN THE STAIR WELL/FOYER AREA. THE FRONT GABLE DORMER WAS ELIMINATED. SHEETS EFFECTED BY THESE CHANGED ARE KEYED WITH AN ASTRIX (*) IN DRAWING INDEX.

REVISION NOTE R3 12/8/17: R3
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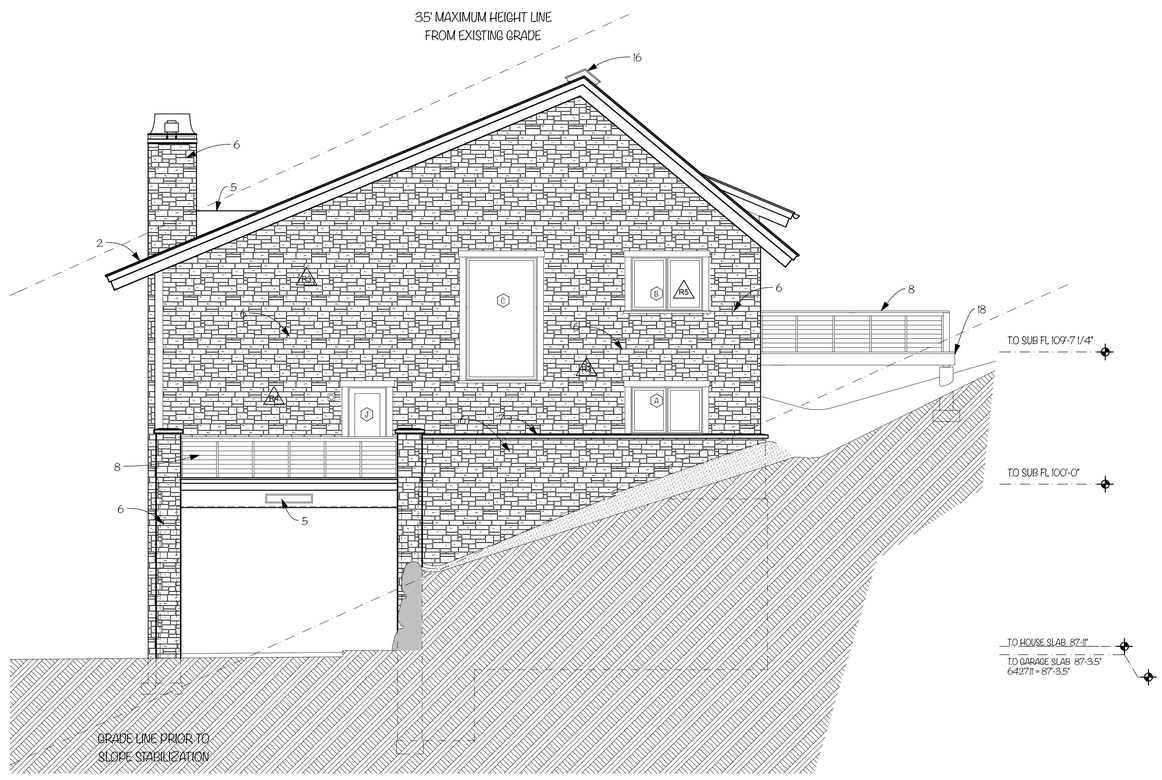
14. METAL PANEL SIDING
15. 2X CORNER BOARDS
16. RIDGE VENTING.
17. PRIVACY SCREEN
18. WOOD DECK
19. MISC. MECH VENTS

1 EXTERIOR ELEVATIONS
SCALE: 3/16" = 1'-0"




WEST ELEVATION
SCALE: 3/16" = 1'-0"


PINEGLADES
DEVELOPMENT, LLC.
970 WEST BROADWAY SUITE E
JACKSON, WY. 83001

SAGEBRUSH
ARCHITECTURAL SERVICES
P.O. BOX 624
JACKSON, WY. 83001
307-413-0056 C.

Y2
CONSULTANTS, LLC.
P.O. BOX 2674
215 E. SIMPSON ST.
JACKSON, WY. 83001
307-733-2999

JTEC
JUSTIN TATOSIAN
P.O. BOX
JACKSON, WY. 83001
307-699-1110

MEYERS ODETTE & ASSOCIATES
P.O. BOX 267
MOOSE, WY 83012
307-690-9547

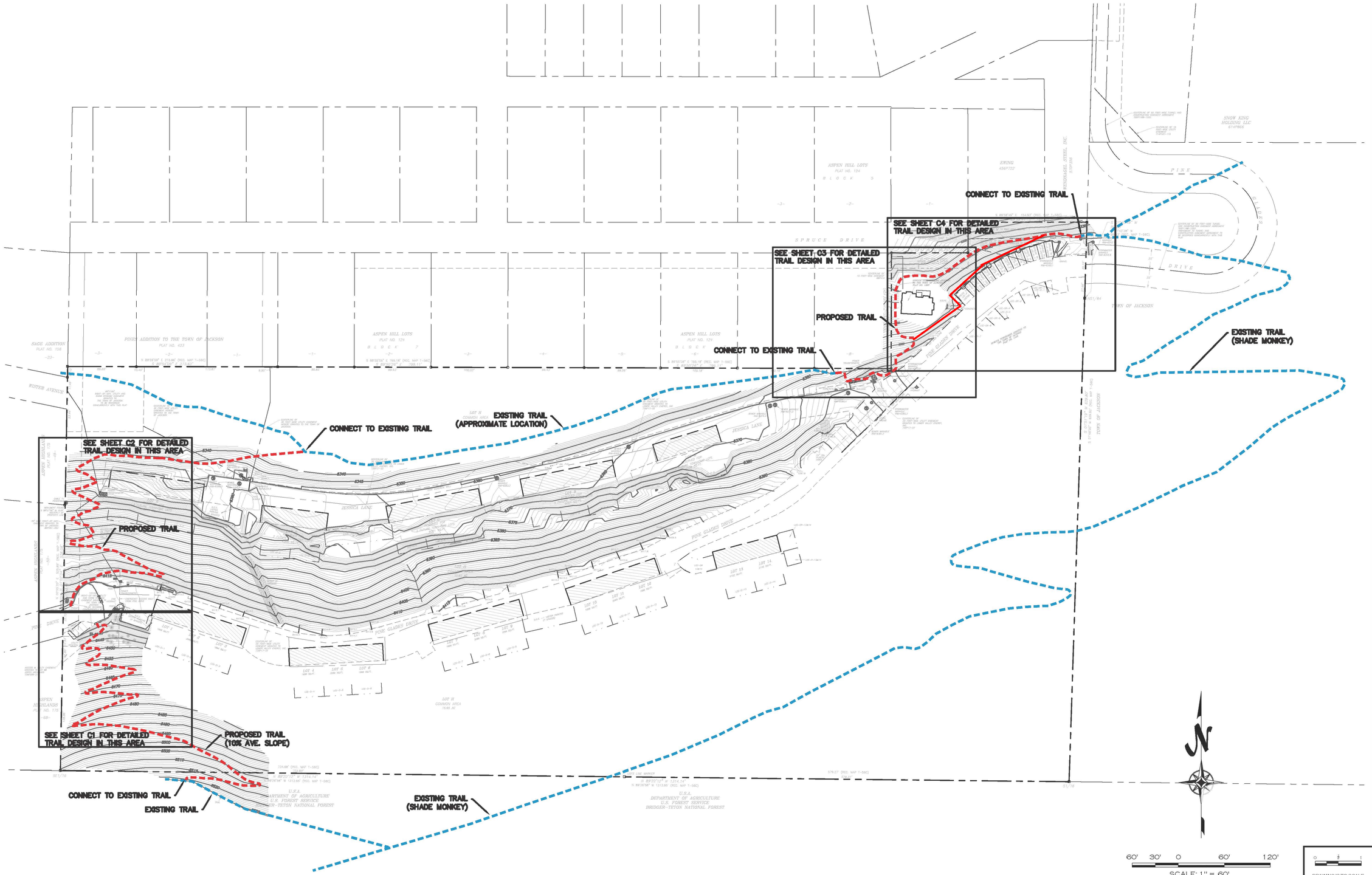

# PINE GLADES S1 TWO UNIT BUILDINGS

LOTS 13 & 14, 140 & 142
PINE GLADES DRVIE
JACKSON, WYOMING

| DATE/REVISION: |
|---|
| PERMIT 9/23/16 |
| REVISION #1 10/17/16 |
| AMDEND/REV #2 5/31/17 |
| AMDEND/REV #3 12/8/17 |
| REV. #4 7/3/18 |
| REV. #5 10/9/19 |

A7

ELEVATIONS




DRAWING IS TO SCALE IF BAR MEASURES:
1" = FULL SCALE
½" = HALF SCALE

HARMONY
DESIGN & ENGINEERING
18 N MAIN STE 305 • DRIGGS ID 83422
208.354.1331 • www.harmonydesigninc.com

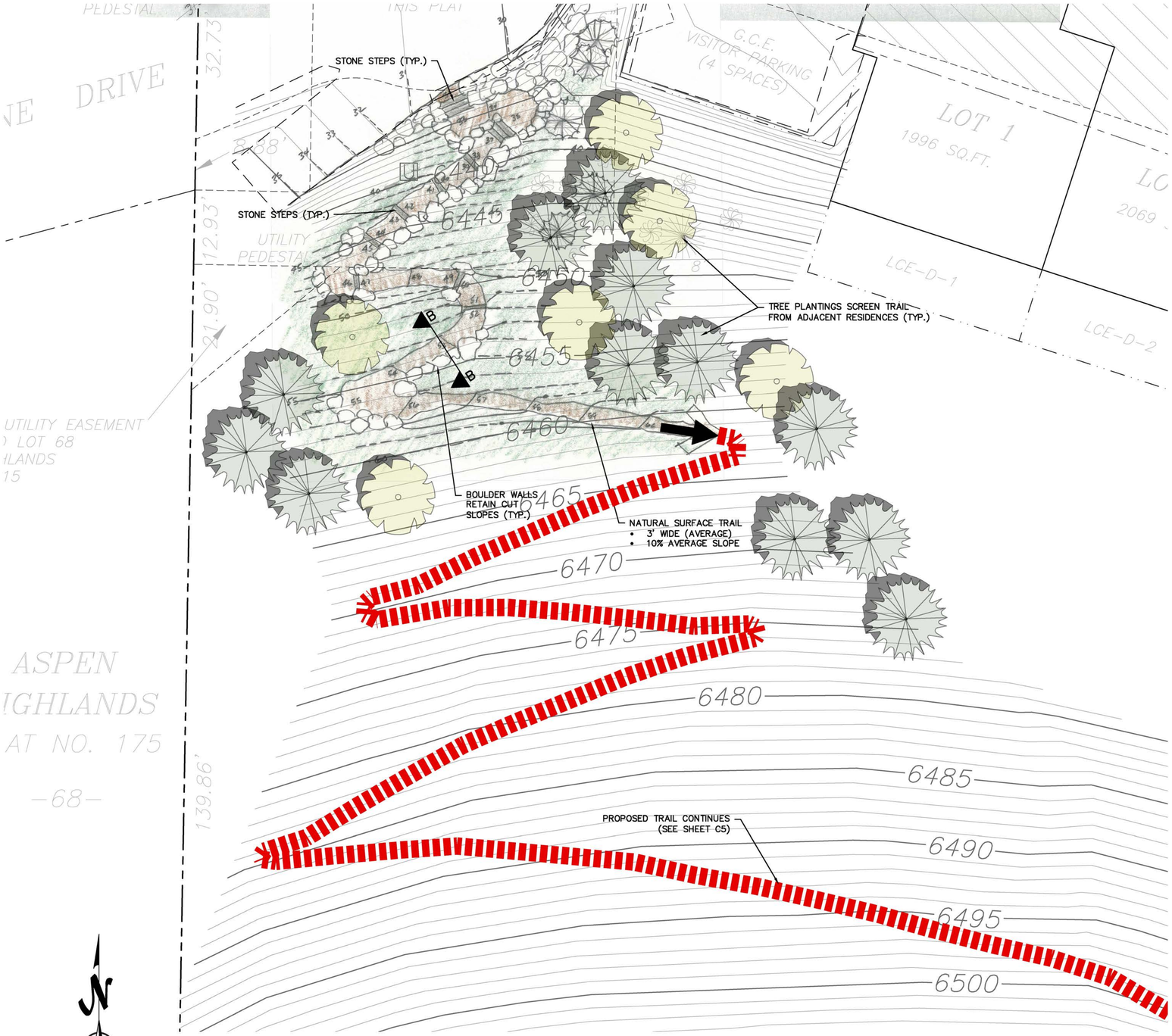
DATE: 11-7-2019

REVISIONS:

SCALE: AS SHOWN
DESIGNED BY: RGB
DRAWN BY: RGB
CHECKED BY:
PROJ. #: 19020-278-1

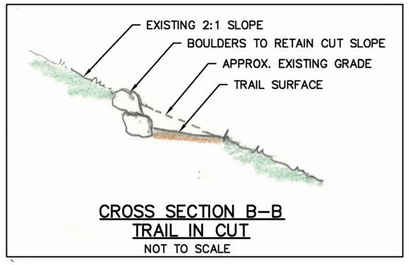
PROJECT NAME
# PINE GLADES
# JACKSON, WYOMING
## TRAIL CONCEPT PLAN
## OVERALL PLAN

SHEET #
C5



10' 5' 0 10' 20'

SCALE: 1" = 10'
(24" X 36" SHEET)




CROSS SECTION B–B
TRAIL IN CUT
NOT TO SCALE

DRAWING IS TO SCALE IF BAR MEASURES:
1" = FULL SCALE
½" = HALF SCALE

HARMONY
DESIGN & ENGINEERING
18 N MAIN STE 305 • DRIGGS ID 83422
208.354.1331 • www.harmonydesigninc.com

DATE: 11-7-2019

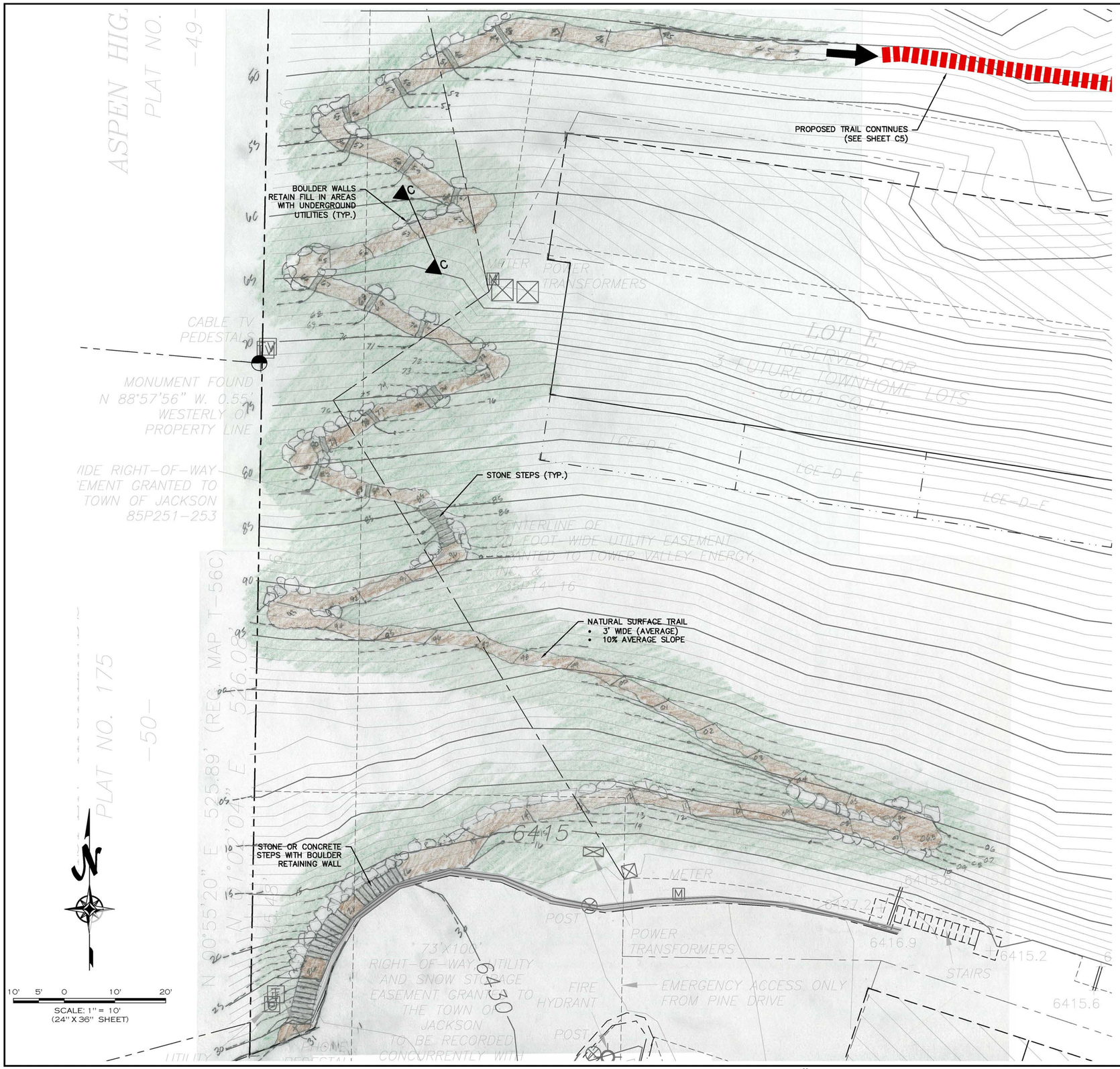
REVISIONS:

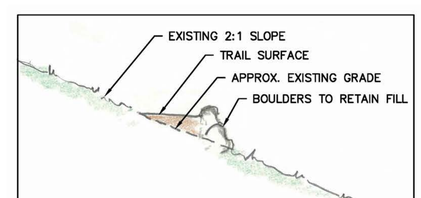
SCALE: AS SHOWN
DESIGNED BY: RGB
DRAWN BY: RGB
CHECKED BY:
PROJ. #: 19020-278-1

PROJECT NAME
PINE GLADES
JACKSON, WYOMING

TRAIL CONCEPT PLAN
SOUTHWEST SEGMENT

SHEET #
C1




CROSS SECTION C-C
TRAIL IN FILL
NOT TO SCALE

DRAWING IS TO SCALE IF BAR MEASURES:
1" = FULL SCALE
½" = HALF SCALE

HARMONY
DESIGN & ENGINEERING
18 N MAIN STE 305 • DRIGGS ID 83422
208.354.1331 • www.harmonydesigninc.com

DATE: 11-7-2019

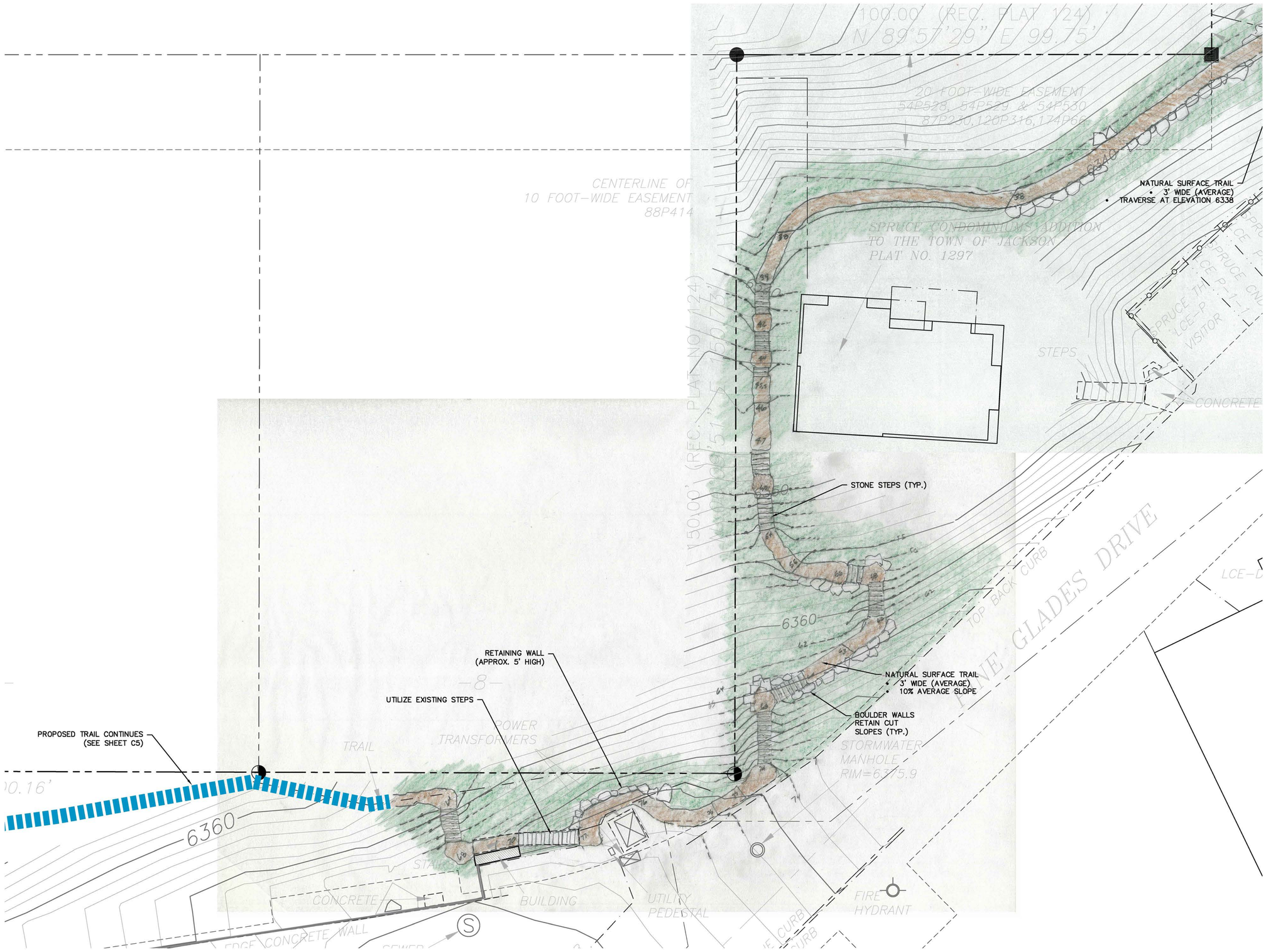
REVISIONS:

SCALE: AS SHOWN
DESIGNED BY: RGB
DRAWN BY: RGB
CHECKED BY:
PROJ. #: 19020-278-1

PROJECT NAME
PINE GLADES
JACKSON, WYOMING

TRAIL CONCEPT PLAN
NORTHWEST SEGMENT

SHEET #
C2




DRAWING IS TO SCALE
IF BAR MEASURES:
1" = FULL SCALE
½" = HALF SCALE

HARMONY
DESIGN & ENGINEERING
18 N MAIN STE 305 • DRIGGS ID 83422
208.354.1331 • www.harmonydesigninc.com

DATE: 11-7-2019

REVISIONS:

SCALE: AS SHOWN
DESIGNED BY: RGB
DRAWN BY: RGB
CHECKED BY:
PROJ. #: 19020-278-1

PROJECT NAME
PINE GLADES
JACKSON, WYOMING

TRAIL CONCEPT PLAN
CONDOMINIUM SEGMENT

SHEET #
C3

N 89°59'41" E 154.90'

N 00°03'44" E 39.93'

N 00°08'31" E 39.94' (REC. MAP T-560)

100.00' (REC. PLAT 124)

N 89°57'29" E 99.75'

CENTERLINE OF 15 FOOT-WIDE ACCESS EASEMENT 706P518-531

20 FOOT-WIDE EASEMENT 54P528, 54P529 & 54P530 87P230,120P316,174P66

SPRUCE CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON PLAT NO. 1297

SPRUCE TOWNHOMES ADDITION TO THE TOWN OF JACKSON PLAT NO. 1343

PINE GLADES DRIVE

TOP BACK CURB

STEPS

CONCRETE

GRAVEL

STORMWATER MANHOLE RIM=6345.1

STORMWATER MANHOLE RIM=6342.1

STORMWATER MANHOLE RIM=6345.9

STORMWATER MANHOLE RIM=6375.9

EXISTING TRAIL

CONNECT TO EXISTING TRAIL (SEE SHEET C5)

NATURAL SURFACE TRAIL
- 3' WIDE (AVERAGE)
- TRAVERSE AT ELEVATION 6338

NATURAL SURFACE TRAIL
- 3' WIDE (AVERAGE)
- 10% AVERAGE SLOPE

STONE STEPS (TYP.)

BOULDER WALLS RETAIN CUT SLOPES (TYP.)

SPRUCE TH LCE-P-1 … LCE-P-7

SPRUCE TH VISITOR

SPRUCE CND LCE-P-1-1 … LCE-P-1-2

LCE-DR-1 … LCE-DR-7

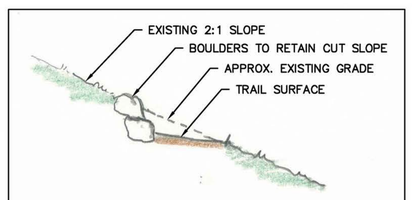
LCE-D-1 … LCE-D-4

NS1/64

6320 6330 6335 6340 6350 6360

SCALE: 1" = 10' (24" X 36" SHEET)

10' 5' 0 10' 20'




CROSS SECTION B–B
TRAIL IN CUT
NOT TO SCALE

DRAWING IS TO SCALE IF BAR MEASURES:
1" = FULL SCALE
½" = HALF SCALE

HARMONY DESIGN & ENGINEERING
18 N MAIN STE 305 • DRIGGS ID 83422
208.354.1331 • www.harmonydesigninc.com

DATE: 11-7-2019

REVISIONS:

SCALE: AS SHOWN
DESIGNED BY: RGB
DRAWN BY: RGB
CHECKED BY:
PROJ. #: 19020-278-1

PROJECT NAME
PINE GLADES
JACKSON, WYOMING

TRAIL CONCEPT PLAN
NORTHEAST SEGMENT

SHEET #
C4

COLLINS PLANNING
• ASSOCIATES •

# MEMO

To: Tyler Valentine
Fr: Bill Collins
Re: Pine Glades Trail Plan
Date: January 30, 2020

Please see attached two alternative alignments to the lower trail in Pine Glades. The currently proposed trail plan contains a lower trail that extends from Wister Avenue to the eastern portion of Pine Glades where it turns downhill adjacent to the existing duplex at 45 Pine Glades Drive. These two alternatives respond to public comment that has been received and a suggested condition from the planning staff that pertain to the current alignment.

One attached alternative avoids the downhill turn adjacent to the duplex and continues the trail along the side of Pine Glades Drive to where it reaches an existing parking lot, and then the trail wraps around the parking and continues east. Attached are a plan view showing this alignment and a cross-section depicting how the alternative relates to the retaining wall at the head of the parking lot.

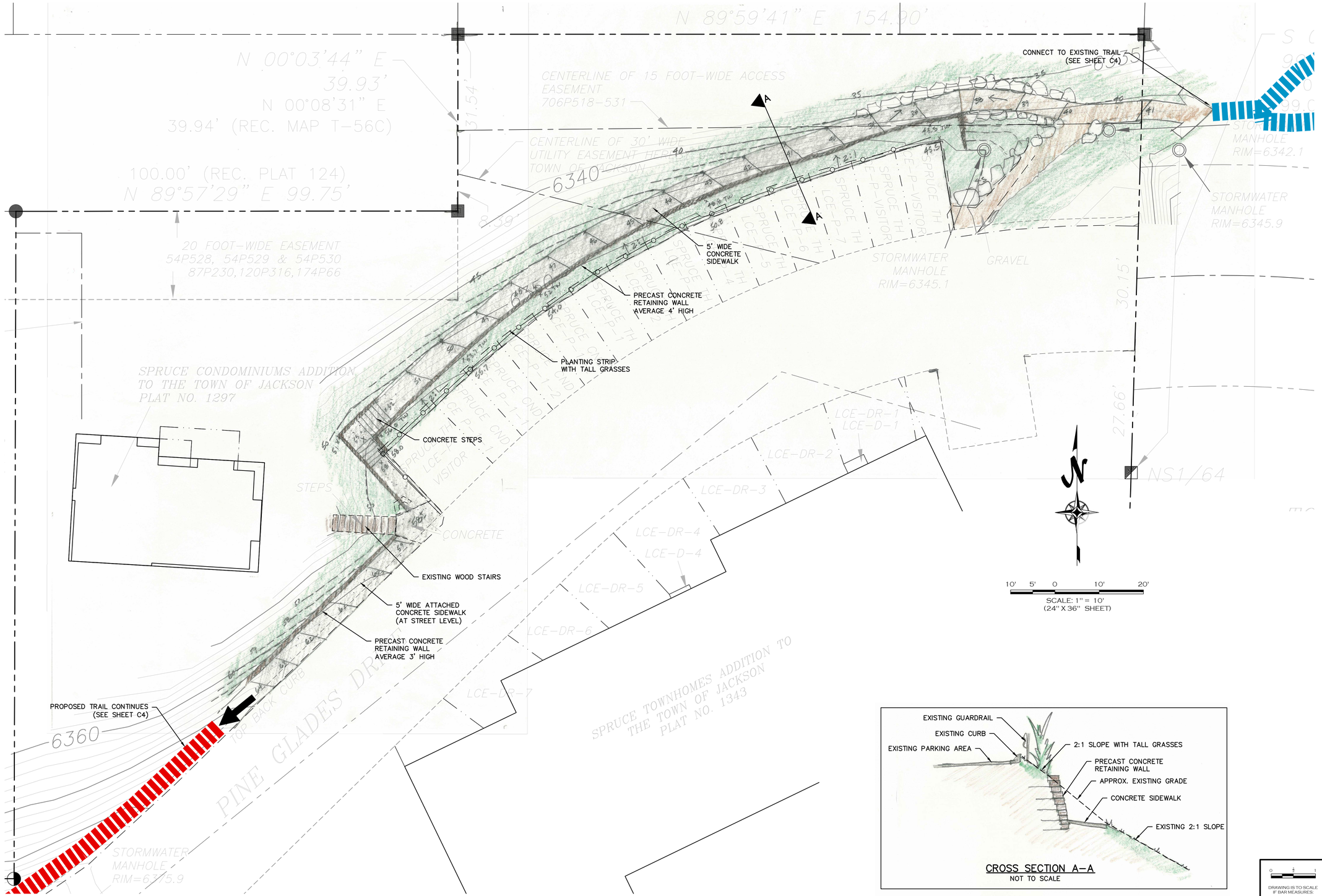
The second attached alternative redevelops a former trail that extends from the end of Spruce Drive eastward to the existing trail on Snow King. This alternative would replace the lower trail that runs near the duplex. This extension of Spruce Drive would be in an existing utility easement.

Also attached are two additional exhibits that depict the three-dimensional private road easement that crosses each individual townhouse lot, under the overhang of each building. These exhibits and the accompanying photo are for informational purposes; they illustrate the tight spaces under the building overhangs and in the travel way in front of the townhouses.

Attachments:

| | **Description** |
|---|---|
| 19020-278-1DWG-C3-NORTHEAST | Alternative trail adjacent to road and parking area |
| 19020-278-1DWG-C3-Construction detail | Elevation view/detail of trail above |
| SpruceDrive_access_easement_plat1285 | Detail from Plat 1285 showing easement from Spruce Drive to Snow King |
| PrivateRd_012920 | Exhibit showing platted 3-D private road access easement passing through a townhome |
| A302 | Architectural elevation view of typical townhome showing private road |

740 East Pearl Avenue, Post Office Box 7441, Jackson, WY 83002
Phone: (307) 690-4436 Fax: (307) 734-1029
collinsplanning@bresnan.net







CROSS SECTION A-A
NOT TO SCALE

DRAWING IS TO SCALE IF BAR MEASURES:
1" = FULL SCALE
½" = HALF SCALE

HARMONY
DESIGN & ENGINEERING
18 N MAIN STE 305 • DRIGGS ID 83422
208.354.1331 • www.harmonydesigninc.com

DATE: 9-27-2019

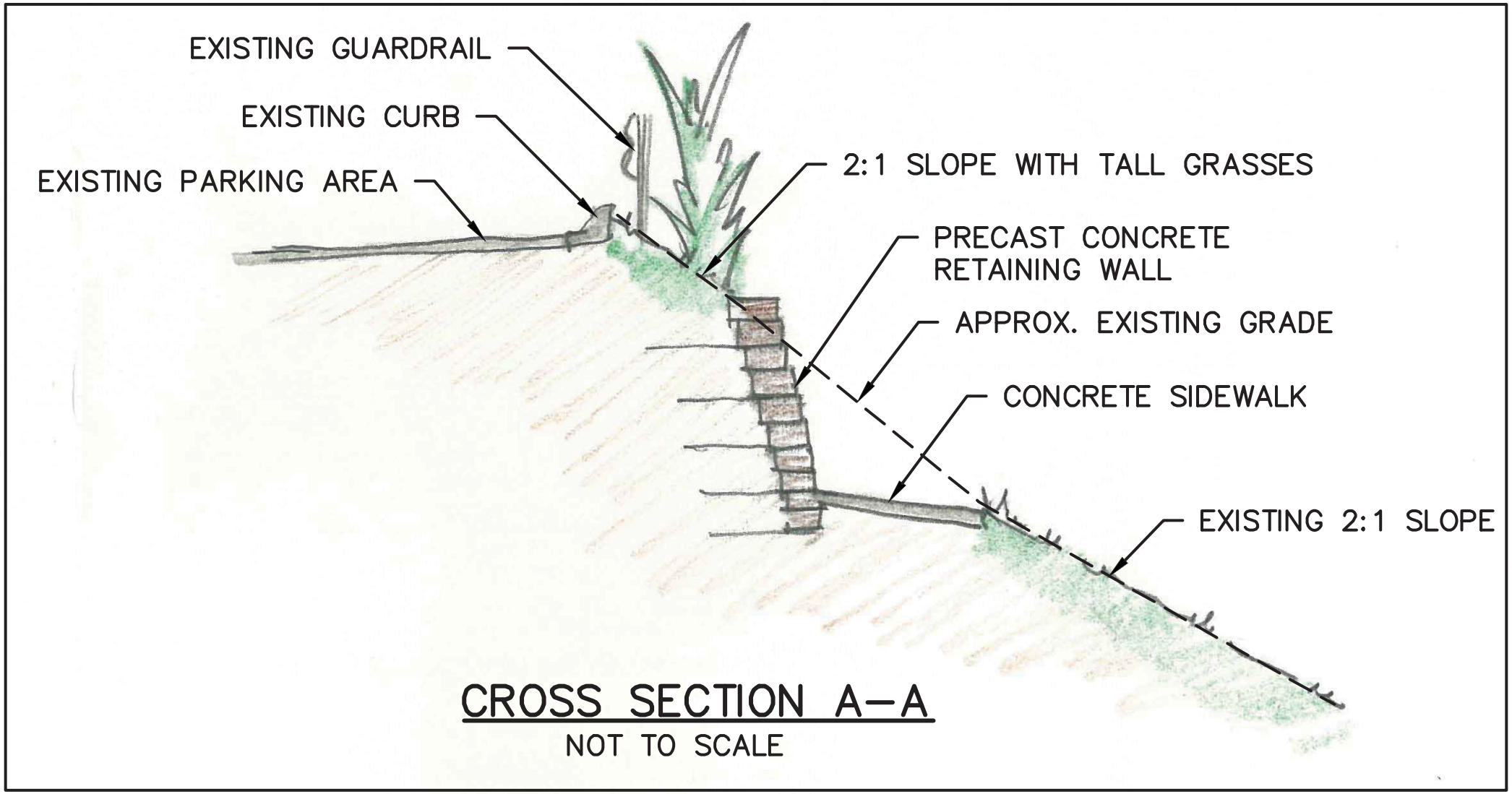
REVISIONS:

SCALE: AS SHOWN
DESIGNED BY: RGB
DRAWN BY: RGB
CHECKED BY:
PROJ. #: 19020-278-1

PROJECT NAME
PINE GLADES
JACKSON, WYOMING

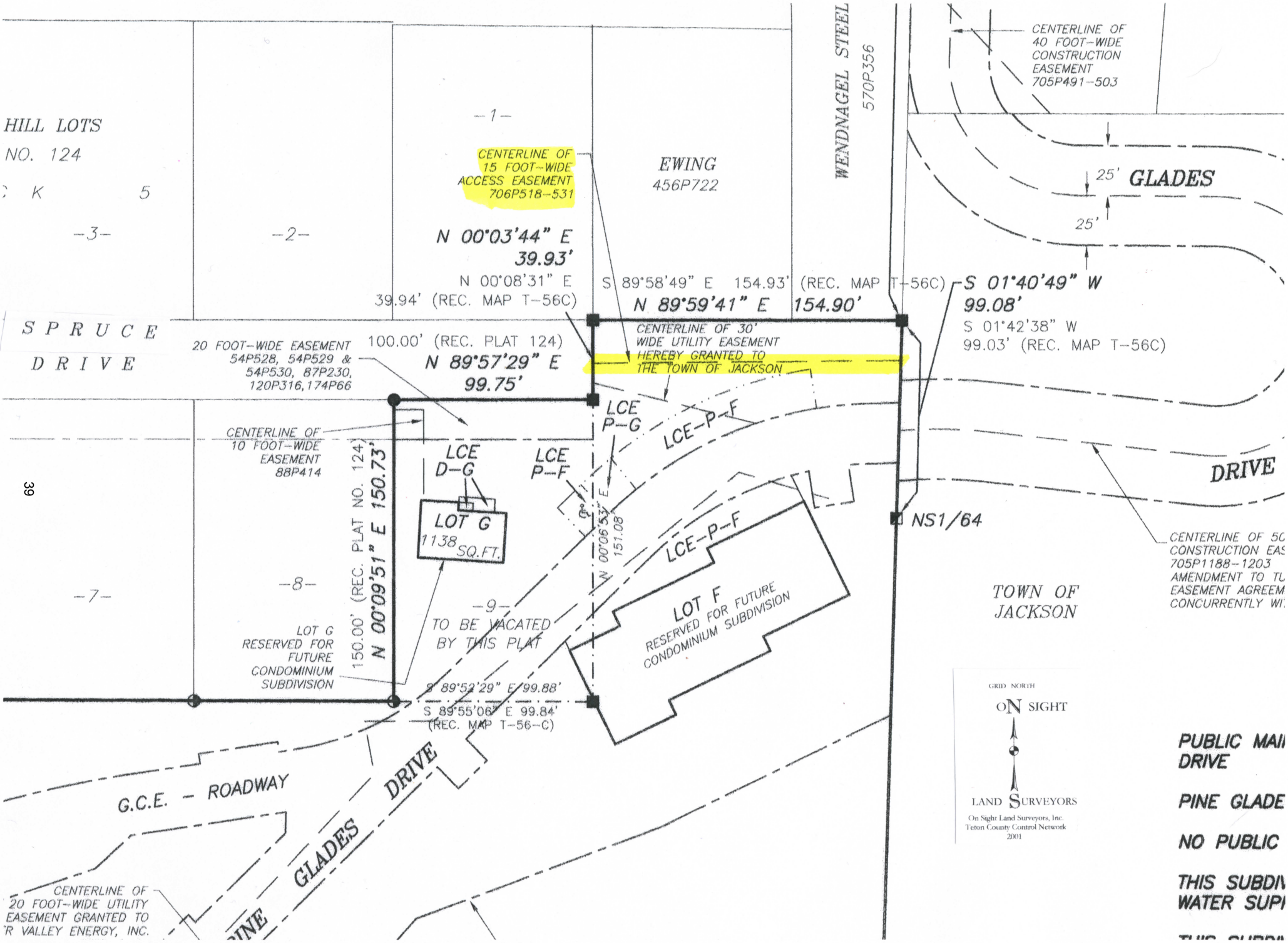
TRAIL CONCEPT PLAN
NORTHEAST SEGMENT

SHEET #
C3



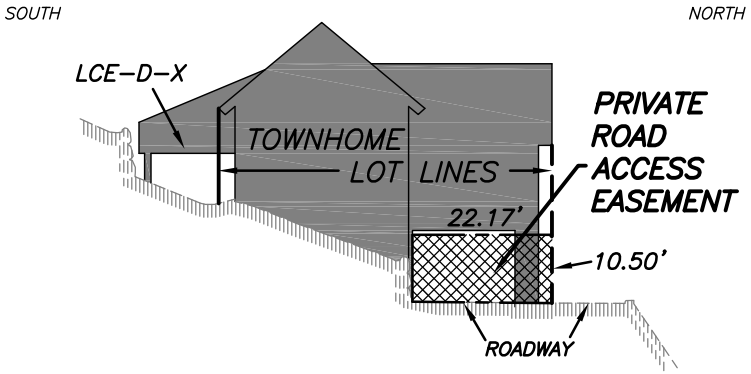

CROSS SECTION A–A

NOT TO SCALE


HILL LOTS
NO. 124
K 5
-3-
-2-
-1-
CENTERLINE OF 15 FOOT-WIDE ACCESS EASEMENT 706P518-531
EWING
456P722
WENDNAGEL STEEL
570P356
CENTERLINE OF 40 FOOT-WIDE CONSTRUCTION EASEMENT 705P491-503
25' GLADES
25'
N 00°03'44" E
39.93'
N 00°08'31" E
39.94' (REC. MAP T-56C)
S 89°58'49" E 154.93' (REC. MAP T-56C)
N 89°59'41" E 154.90'
S 01°40'49" W
99.08'
S 01°42'38" W
99.03' (REC. MAP T-56C)
SPRUCE DRIVE
20 FOOT-WIDE EASEMENT 54P528, 54P529 & 54P530, 87P230, 120P316, 174P66
100.00' (REC. PLAT 124)
N 89°57'29" E
99.75'
CENTERLINE OF 30' WIDE UTILITY EASEMENT HEREBY GRANTED TO THE TOWN OF JACKSON
LCE P-G
LCE-P-F
CENTERLINE OF 10 FOOT-WIDE EASEMENT 88P414
LCE D-G
LCE P-F
LOT G
1138 SQ.FT.
N 00°06'53" E
151.08
N 00°09'51" E 150.73'
150.00' (REC. PLAT NO. 124)
-7-
-8-
-9-
TO BE VACATED BY THIS PLAT
LOT G RESERVED FOR FUTURE CONDOMINIUM SUBDIVISION
LCE-P-F
LOT F
RESERVED FOR FUTURE CONDOMINIUM SUBDIVISION
NS1/64
DRIVE
CENTERLINE OF 50 CONSTRUCTION EAS 705P1188-1203 AMENDMENT TO TU EASEMENT AGREEM CONCURRENTLY WI
TOWN OF JACKSON
S 89°52'29" E 99.88'
S 89°55'06" E 99.84'
(REC. MAP T-56-C)
G.C.E. - ROADWAY
GLADES DRIVE
CENTERLINE OF 20 FOOT-WIDE UTILITY EASEMENT GRANTED TO R VALLEY ENERGY, INC.
GRID NORTH
ON SIGHT
LAND SURVEYORS
On Sight Land Surveyors, Inc.
Teton County Control Network
2001
PUBLIC MAI DRIVE
PINE GLADE
NO PUBLIC
THIS SUBDI WATER SUP

## DETAIL

THREE–DIMENSIONAL
PRIVATE ROAD ACCESS EASEMENT
ACROSS LOTS 1–14 & A–E

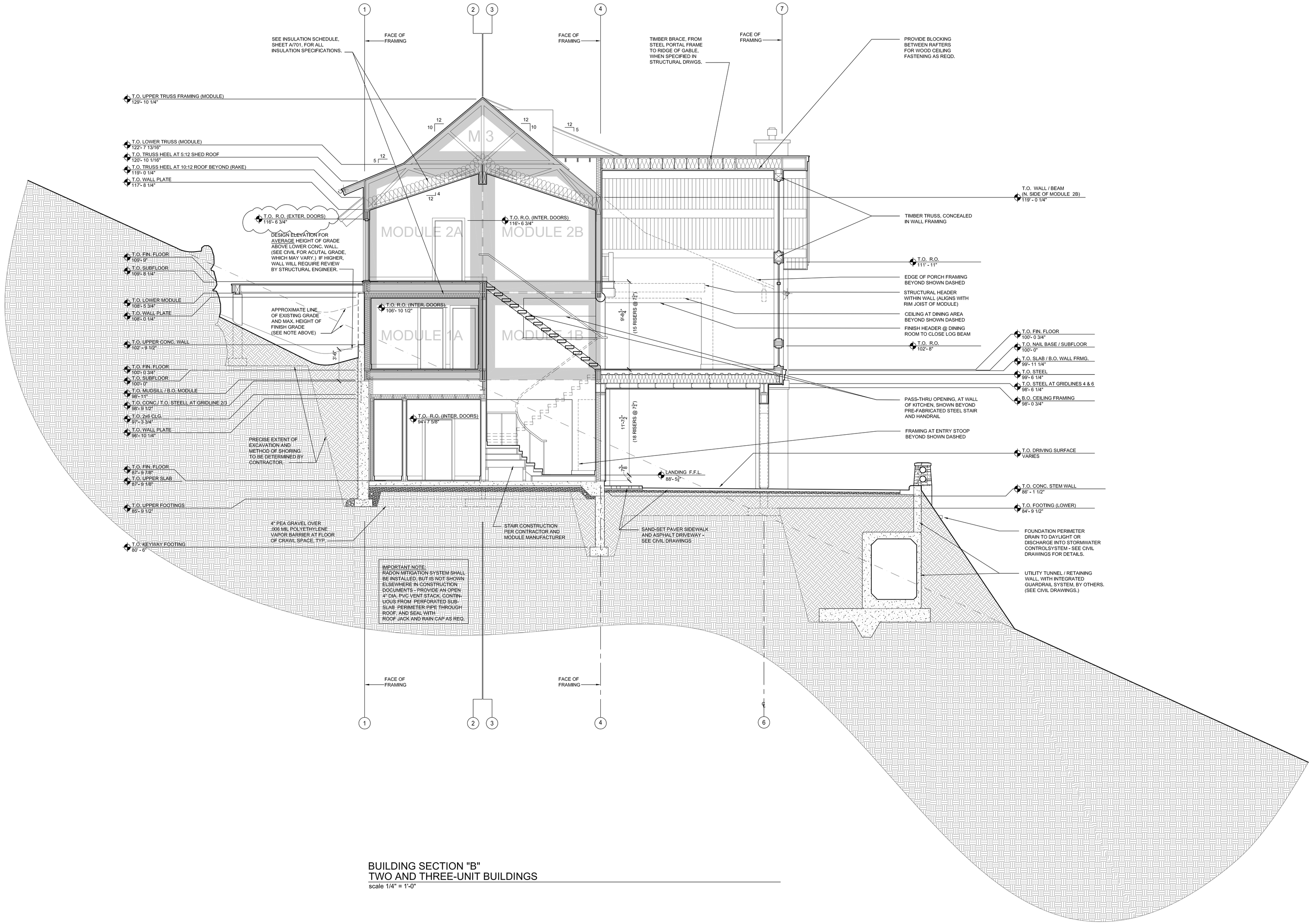



SCALE: 1"=30'
X DENOTES THE LOT NUMBER (1–14)

EXHIBIT
SHOWING
PRIVATE ROAD ACCESS EASEMENT
ACROSS
PINE GLADES TOWNHOMES PHASE ONE
ADDITION TO THE TOWN OF JACKSON
PLAT NO. 1285

On Sight LAND SURVEYORS, INC.
155 West Gill Ave.
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

Project No. 22–1285A privaterd.dwg 01/29/2020




BUILDING SECTION "B"
TWO AND THREE-UNIT BUILDINGS
scale 1/4" = 1'-0"

HARGER & HOYT ARCHITECTS
307.733.9955 T
307.733.9954 F
172 N. Center St., Ste. 100
P.O. Box 1129
Jackson, Wyoming 83001
A DIVISION OF CTA
WWW.CTAGROUP.COM
COPYRIGHT 2007 CTA ARCHITECTS ENGINEERS. ALL RIGHTS RESERVED

MECHANICAL & STRUCTURAL ENGINEERING:
CTA ARCHITECTS/ENGINEERS
15 NORTH 23rd
BILLINGS, MONTANA 59101
PHONE: 406-248-7455
FAX: 406-248-3779

PINE GLADES P.U.D.
CONDOMINIUM BUILDINGS
Pine Glades Development, LLC
P.O. Box 11870
Jackson, Wyoming 83002
(307) 734-5245 / www.pineglades.com

2 & 3
UNIT BLDGS.

| | |
|---|---|
| DATE: | 07/11/08 |
| REVISIONS: | |
| JOB NO: | |
| CAD FILE: | |
| DRAWN BY: | |
| CHECKED BY: | |

SHEET NUMBER
A-302
BUILDING SECTIONS

COLLINS PLANNING
• ASSOCIATES •

# MEMO

To: Tyler Valentine
Fr: Bill Collins
Re: Pine Glades Trails
Date: February 19, 2020

This memo responds to comments from the last Planning Commission meeting on the Pine Glades trails and provides an overall graphic that shows the large number of trails in the vicinity.

Past Trail Construction

Pine Glades developers volunteered to construct trails across the Pine Glades property as a community amenity; there are no requirement that mandates trails be provided. Trails already have been constructed as part of the Pine Glades development. The first developers of Pine Glades paid for the design and construction of the existing trail that switch backs up Snow King and for the trail that traverses the southeast corner of the development. The currently proposed trails are an additional neighborhood amenity that would bring to **four** the total number of trails provided by the Pine Glades development.

Trail Adjacent to Spruce Duplex

Since the last Planning Commission meeting, the Pine Glades team researched the number of homes in close proximity to paths and sidewalks in Jackson. In a two hour search, we identified over 650 homes that are within 25 feet of a sidewalk or path. The list of homes is attached. A more thorough search would identify one to two thousand homes within 25 feet of sidewalks. The attached list includes homes in close proximity to paths that were constructed by the Town and County Pathways program. The proposed trail in Pine Glades is 27 feet in front of the Spruce duplex.

The applicant plans to construct the sidewalk/boardwalk adjacent to Pine Glades Drive, uphill and along the side of the duplex, that then wraps around an existing parking lot. This boardwalk will intersect the stairs that connect the parking lot and the duplex. These steps will be reconstructed with a gate to prevent people and dogs from roaming down the stairs to the duplex.

A vegetative screen or fence will be installed along the walk to provide privacy for the duplex. This screen will provide privacy where no such privacy currently exists between the duplex and walkers and motorists on the existing road. Walkers and motorists currently on the Pine Glades Drive are only four or five feet further from the duplex than walkers on the proposed walk.

This trail provides access to trails on Snow King and in the Forest, and to destinations at the bottom of Snow King, for residents on Pine Drive and Wister Avenue. It fulfills any obligation that may have been implied in the Pine Glades plans to provide an additional neighborhood amenity.

740 East Pearl Avenue, Post Office Box 7441, Jackson, WY 83002
Phone: (307) 690-4436 Fax: (307) 734-1029
collinsplanning@bresnan.net

Uphill Trail from Cul-de-sac

We will not oppose deleting the trail that runs uphill from the cul-de-sac on the western end of Pine Glades Drive if such a removal is desired by the Planning Commission. This trail is opposed by neighbors on both sides of it and is redundant to an existing trail 400 yards west of Pine Glades that connects Pine Drive to an existing trial on the Karns hillside. This Karns hillside trail also connects to the USFS trail network.

Trails in Vicinity

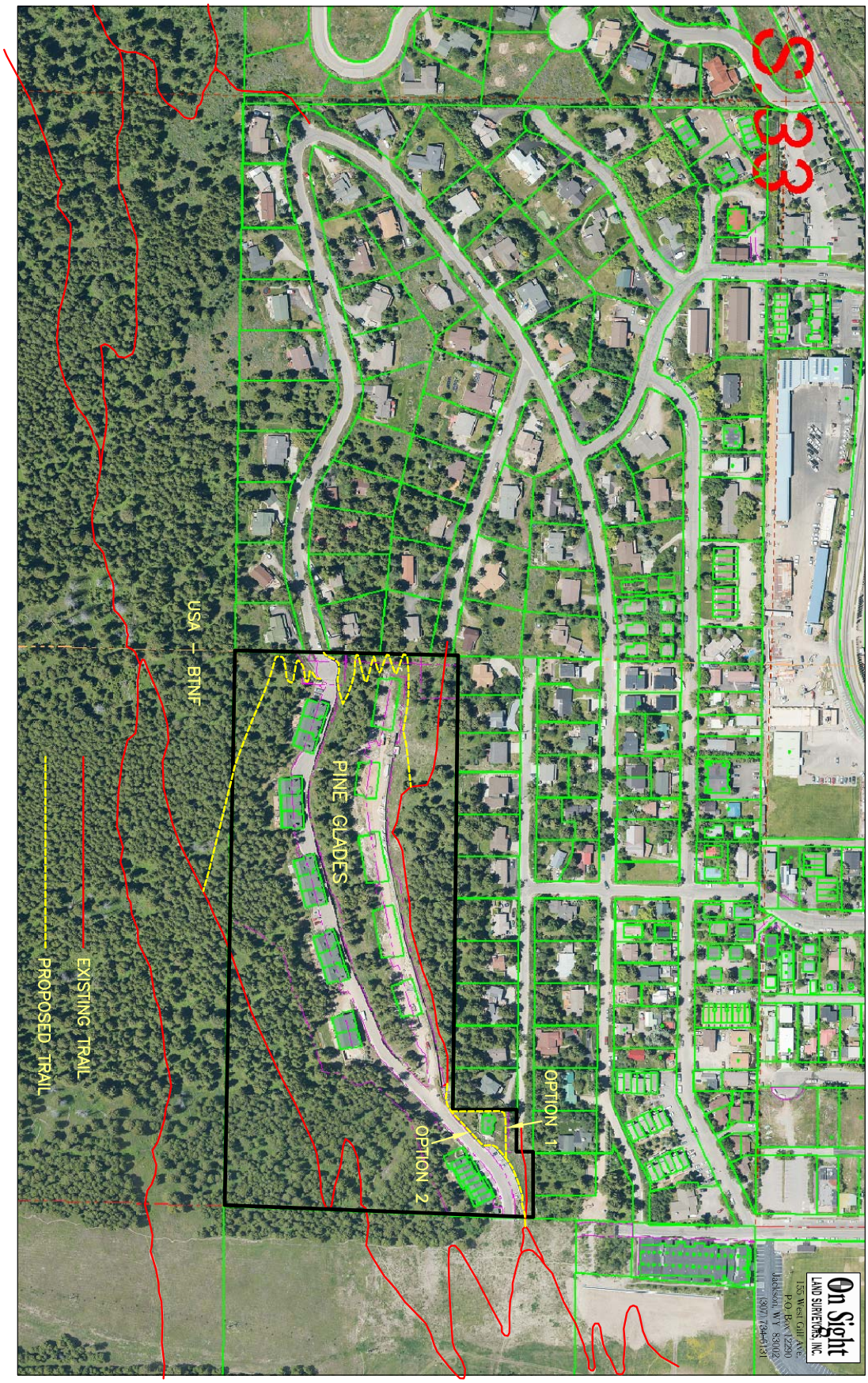
Also attached is an aerial photo that illustrates existing and proposed trails in the vicinity of Pine Glades. This graphic demonstrates that the combination of existing and proposed trails allows access across Pine Glades for residents on every street that abuts Pine Glades; namely residents on Pine Drive, Wister Avenue and Spruce Drive will be provided legal access to cross the Pine Glades development on trails.

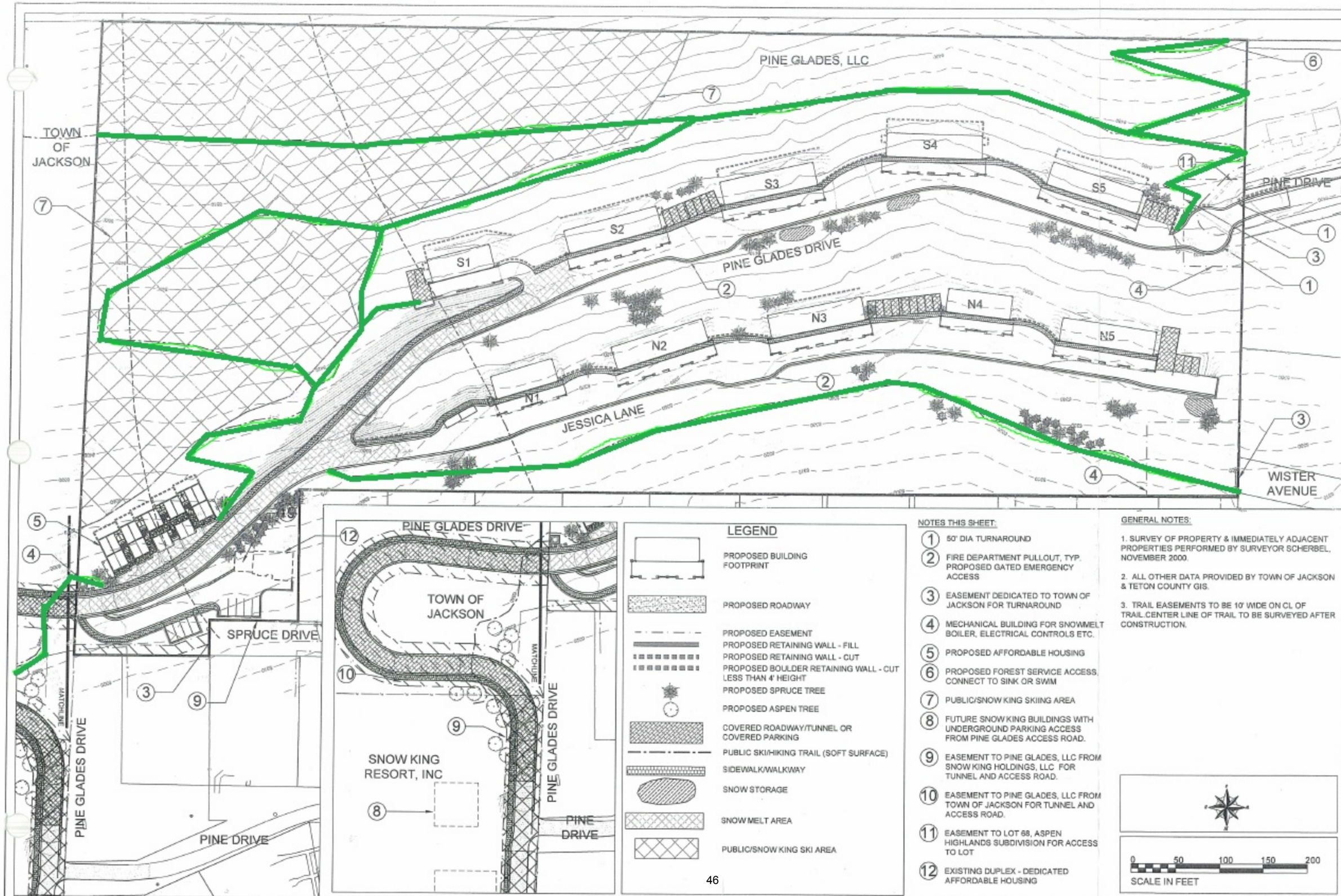
Attached:

1. Residential Units Sidewalk Proximity in Jackson
2. Aerial Illustrating Trails in Vicinity

**Residential units sidewalk proximity within the Town of Jackson**

| Development | Units | Type | Proximity |
|---|---|---|---|
| Cottonwood Flats | 66 | townhomes | < 10’ to 25’ |
| Ellingwood Condominiums | 31 | condominiums | <15’ to 20’ |
| | | | |
| Cottonwood Park, Corner Creek | 77 | SF homes, townhomes | <15’ to 25’ |
| Cottonwood Park, Rangeview | 77 | SF homes, townhomes | <15’ to 25’ |
| | | | |
| Horn Addition | 50 | SF homes | < 25 feet |
| Creekside Townhomes, Garaman Trail | 18 | townhomes | <25’ to 30’ |
| Elk Run Townhomes, Garaman Trail | 13 | townhomes | <25’ to 30’ |
| Jackson Hole Meadows Addition | 10 | SF homes | <=25’ |
| | | | |
| Southgate Addition | 4 | SF homes | <=25’ |
| 810 West | 18 | townhomes | 14’ to 25’ |
| Snow King Apartments | 18 | apartments | 12’ to 20’ |
| | | | |
| Pineglades, Spruce Townhomes | 7 | townhomes | 17’ to 23’ |
| Sno-King Village Townhomes | 3 | townhomes | 12’ to 19’ |
| Alpine Mountain Townhomes | 6 | townhomes | 25’ |
| Indian Summer Townhomes | 1 | townhomes | 25’ |
| Ski Hill Townhouse Addition | 4 | townhomes | 25’ |
| Millward Street Apartments | 6 | apartments | 12’ |
| St Johns Hospital apartments | | | |
| Millward and Kelly | 6 | apartments | 14’ |
| | | | |
| Wort 2nd Addition | 13 | SF homes | <= 25’ |
| Glenwood Street Townhomes | 8 | townhomes | <= 25’ |
| Cache Commons Townhomes | 10 | townhomes | <= 27’ |
| Flat Iron Townhomes | 4 | townhomes | <= 20’ |
| TVDC Townhomes | 4 | townhomes | <= 25’ |
| MKGS Townhomes | 4 | townhomes | <= 25’ |
| The Twelve Pines | 16 | townhomes | <= 25’ |
| Aspen Stand Townhomes | 10 | townhomes | <=20’ |
| Five-Two-Five Townhomes | 12 | townhomes | 15’ to 22’ |
| James G. and Julia L. Scarlett Addition | 28 | apartments | 12’ to 20’ |
| East Kelly Townhomes | 4 | townhomes | <= 25’ |
| Shadow Tree Townhomes | 7 | townhomes | <= 25’ |
| Eastridge Addition | 17 | SF homes & townhomes | <= 25’ |
| Buffalo Head Townhomes | 4 | townhomes | <= 25’ |
| Daisy Bush Townhome Addition | 4 | townhomes | 15’ to 25’ |
| Daisy Bush Additions | 13 | SF homes | 16’ to 25’ |
| Taminah Corner Townhomes | 2 | townhomes | 25’ |
| Meadowbrook Village Condominiums | 76 | condominiums | < 25’ |
| Four Timbers Resi8dence Club | 4 | townhomes | < 15’ |
| TOTAL | 655 | | |


On Sight
LAND SURVEYORS, INC.
155 West Gill Ave.
P.O. Box 12290
Jackson, WY 83002
(307) 734-0131
OPTION 1
OPTION 2
PINE GLADES
USA
BTNF
EXISTING TRAIL
PROPOSED TRAIL




Prepared By: JHH
Date: 10/08/07
Rev. Date:

RENDEZVOUS ENGINEERING, P.C.
P.O. BOX 4858 JACKSON, WYOMING 83001
25 SOUTH GROS VENTRE STREET
PHONE - 307.733.5262 FAX - 307.733.2334

DRAWING TITLE: FINAL SITE CONDITIONS

PROJECT TITLE: PINE GLADES FINAL DEVELOPMENT PLAN

PROJECT NUMBER: 05-019

DRAWING NUMBER: C2.2

P11-025 removed this trail

P14-062 removed this trail

P14-062 approved this trail (connects to Shade Monkey)

Existing trail (part of Phase II)

PINE GLADES

TOWN OF JACKSON

PINE GLADES DRIVE

PINE DRIVE

JESSICA LANE

WISTER AVENUE

SPRUCE DRIVE

MATCHLINE

S1 S2 S3 S4 S5

N1 N2 N3 N4 N5

TOWN OF JACKSON

SNOW KING RESORT, INC

## LEGEND

- PROPOSED BUILDING FOOTPRINT
- PROPOSED ROADWAY
- PROPOSED EASEMENT
- PROPOSED RETAINING WALL - FILL
- PROPOSED RETAINING WALL - CUT
- PROPOSED BOULDER RETAINING WALL - CUT LESS THAN 4' HEIGHT
- PROPOSED SPRUCE TREE
- PROPOSED ASPEN TREE
- COVERED ROADWAY/TUNNEL OR COVERED PARKING
- PUBLIC SKI/HIKING TRAIL (SOFT SURFACE)
- SIDEWALK/WALKWAY
- SNOW STORAGE
- SNOW MELT AREA
- PUBLIC/SNOW KING SKI AREA

NOTES THIS SHEET:

1. 50' DIA TURNAROUND
2. FIRE DEPARTMENT PULLOUT, TYP. PROPOSED GATED EMERGENCY ACCESS
3. EASEMENT DEDICATED TO TOWN OF JACKSON FOR TURNAROUND
4. MECHANICAL BUILDING FOR SNOWMELT BOILER, ELECTRICAL CONTROLS ETC.
5. PROPOSED AFFORDABLE HOUSING
6. PROPOSED FOREST SERVICE ACCESS, CONNECT TO SINK OR SWIM
7. PUBLIC/SNOW KING SKIING AREA
8. FUTURE SNOW KING BUILDINGS WITH UNDERGROUND PARKING ACCESS FROM PINE GLADES ACCESS ROAD.
9. EASEMENT TO PINE GLADES, LLC FROM SNOW KING HOLDINGS, LLC FOR TUNNEL AND ACCESS ROAD.
10. EASEMENT TO PINE GLADES, LLC FROM TOWN OF JACKSON FOR TUNNEL AND ACCESS ROAD.
11. EASEMENT TO LOT 68, ASPEN HIGHLANDS SUBDIVISION FOR ACCESS TO LOT
12. EXISTING DUPLEX - DEDICATED AFFORDABLE HOUSING

GENERAL NOTES:

1. SURVEY OF PROPERTY & IMMEDIATELY ADJACENT PROPERTIES PERFORMED BY SURVEYOR SCHERBEL, NOVEMBER 2000.
2. ALL OTHER DATA PROVIDED BY TOWN OF JACKSON & TETON COUNTY GIS.
3. TRAIL EASEMENTS TO BE 10' WIDE ON CL OF TRAIL.CENTER LINE OF TRAIL TO BE SURVEYED AFTER CONSTRUCTION.

0 50 100 150 200

SCALE IN FEET

RENDEZVOUS ENGINEERING, P.C.
P.O. BOX 4556 JACKSON, WYOMING 83001
25 SOUTH GROS VENTRE STREET
PHONE - 307.733.5262 FAX - 307.733.2234

Prepared By: JVH
Date: 10/24/01
Rev. Date:

DRAWING TITLE: FINAL SITE CONDITIONS

PROJECT TITLE: PINE GLADES FINAL DEVELOPMENT PLAN

PROJECT NUMBER: 05-019

DRAWING NUMBER: C2.2

# Project Plan Review History

## PLANNING

| | | | | |
|---|---|---|---|---|
| **Project Number** | P19-262 | **Applied** | 11/14/2019 | STOL |
| **Project Name** | Dev Plan Amend - 140 & 142 Pine Glades Dr | **Approved** | | |
| **Type** | DEVPLAN | **Closed** | | |
| **Subtype** | AMENDMENT | **Expired** | | |
| **Status** | STAFF REVIEW | **Status** | | |

**Applicant** Collings Planning Associates **Owner** PINE CANYON, LLC

| Site Address | City | State | Zip |
|---|---|---|---|
| 140 Pine Glades Drive | Jackson | WY | 83001 |

| Subdivision | Parcel No | General Plan |
|---|---|---|
| | 22411633438022 | |

| Type of Review / Contact / Notes | Status | Dates: Sent | Due | Received | Remarks |
|---|---|---|---|---|---|
| Building<br>Kelly Sluder | APPROVED | 11/14/2019 | 12/5/2019 | 11/15/2019 | |
| Fire<br>Kathy Clay | APPROVED W/CONDITI | 11/14/2019 | 12/5/2019 | 11/18/2019 | please see comments |

Originally, this entire area was to be irrigated. Irrigated fuels - conifers, aspens, and other plants - have a much lower chance of burning in a wildland fire scenario than those fuels which are not irrigated.
I am very concerned to read "phase two is exceeding the planting requirements."
As long as this is irrigated planting, there are no concerns. Without irrigation, however, these homes positioned within the wildland urban interface are certainly at a higher risk if the environment is filled with low fuel mositure content conifers.

| | | | | | |
|---|---|---|---|---|---|
| Joint Housing Dept<br>Stacy Stoker | APPROVED | 11/14/2019 | 12/9/2019 | 1/10/2020 | please see comments |

(1/10/2020 10:00 AM SAS)
The Housing Department's initial concern was who owned the land containing the trails going by the restricted units. Upon review of the plat, it appears that the land is owned as common area by the Homeowner's Association collectively and not by the restricted units' owners. If this is the case, the Housing Department has no concern.

| | | | | | |
|---|---|---|---|---|---|
| Legal<br>Lea Colasuonno | APPROVED W/CONDITI | 11/14/2019 | 12/5/2019 | 12/6/2019 | |

(12/6/2019 2:59 PM LC)
Initial legal review complete and will continue to monitor compliance with original conditions and appropriateness in light of the LDRs of amendments thereto.

| | | | | | |
|---|---|---|---|---|---|
| Parks and Rec<br>Steve Ashworth | APPROVED W/CONDITI | 11/14/2019 | 12/5/2019 | 11/15/2019 | |

(11/15/2019 1:29 PM STOL)
Comments:
•Would request clarification regarding maintenance responsibility of the proposed "trail system" if approved.
•There is a reference to "constructing the trails and recording easements that will allow public access across the property." What type of easement?

Andy Erskine, CPSI

| Type of Review / Contact / Notes | Status | Dates: Sent | Due | Received | Remarks |
|---|---|---|---|---|---|
| Pathways<br>Brian Schilling<br>(12/12/2019 11:20 AM STOL)<br>P19-262 – 140 and 142 Pine Glades - Amendment to Development Plan<br>Comments from Teton County/TOJ Pathways Department<br>Status: approved w/conditions<br><br>•The applicant has proposed a trail plan that connects from Pine Dr. to Shade Monkey by going up the hillside at the far west end of the development. Staff has provided conditional approval to this alignment pending input from the FOP/USFS trail construction crew.<br>•Access to the trailheads shall be maintained year-round (i.e. no piling of snow or other obstacles in front of the trail access points to prevent or discourage use). A clear path to the trail access points shall be maintained.<br>•To the maximum extent possible, trail construction shall use the cut and bench method similar to Detail B-B on Sheet C.1 rather than the fill type of construction shown in Detail C-C on Sheet C.2. This will result in a more durable and sustainable trail.<br>•All of the proposed trail connections are located on steep hillsides that will require steps and/or stairs and tight switchbacks. This effectively renders these connections as “hike only” trails which will not be accessible for bicycle travel. Staff has ongoing concerns about the steep grades and stairs/steps and the impact on accessibility, safety, and sustainability.<br><br>January 31, 2019 comments in response to alternative trail plan<br><br>•While the revised trail provides essentially the same connectivity (start and end points) and I feel it meets the intent of the trail connection, it’s not as nice a trail route for the users as it will be butt up against a retaining wall for much of the route and a 5’ attached sidewalk for the rest, neither of which is a great trail design. The new route is a little more direct and has fewer stairs (although essentially the same overall vertical drop and gain), but overall the original route was a better design. So, I feel it’s acceptable but a step down from the originally proposed route. | APPROVED W/CONDITI | 11/14/2019 | 12/9/2019 | 12/12/2019 | |
| Planning<br>Tyler Valentine<br>(1/10/2020 9:42 AM TV)<br>Please see staff report | APPROVED W/CONDITI | 11/14/2019 | 12/9/2019 | 1/10/2020 | |
| Police<br>Todd Smith<br>(12/9/2019 8:39 AM STOL)<br>Great to see a commitment to get the hiking trails reestablished by the applicant. It is not uncommon for the police to received complaints regarding this issue from the public wanting access.<br><br>No additional concerns.<br><br>Todd | APPROVED W/CONDITI | 11/14/2019 | 12/9/2019 | 12/9/2019 | |
| Public Works<br>Brian Lenz | APPROVED W/CONDITI | 11/14/2019 | 12/9/2019 | 1/10/2020 | |

| Type of Review | Status | Dates | | | |
|---|---|---|---|---|---|
| Contact | | Sent | Due | Received | Remarks |

**Notes**
(1/10/2020 10:44 AM BTL)
Development Plan Review – APPROVED

P19-262
OWNER: Pine Canyon LLC
APPLICANT: Collins Planning Associates; Bill Collins
Pine Glades PUD

DATE: January 10, 2020
Brian Lenz, 733-3079

DATE OF SUBMITTAL: November 11, 2019
DATE OF MATERIALS: Project Status, 10/7/2019; Plans 11/7/2019
REVISION NO.: 00

The engineering division has reviewed your application for an Amendment to the DEVELOPMENT PLAN for the Pine Glades PUD submitted on and with application materials as dated above.

CONDITIONS OF APPROVAL
REQUEST 1: Material Change to Exterior of Duplex S-1 that is still under construction.
1. No Comment

REQUEST 2: Trail Network Approval
1. A grading permit is required prior to construction of the proposed trail network.
2. Proposed rock retaining walls over four feet in height must be engineered. Any walls over 6-feet high shall include calculations and factors of safety for sliding, overturning, and bearing capacity.
3. Developer shall provide a cost estimate for the construction of the trails and a financial assurance of 125% of the cost to complete the improvements will be required for completion of the proposed trail network.
4. Proposed signage guiding the public to the proposed trails access shall be included with future grading or building permit submittals.

Comments that are not conditions of approval:
1. Past discussion with the applicant indicated that a grading permit would not be required but based on the conceptual designs shown with stairs and proposed retaining walls a grading pre-application meeting and grading permit are warranted.
2. The proposed trail network involves extensive use of stairs and retaining structures. Prior to finalizing the easement provide clarification on the party responsible for the ongoing cost to maintain and repair the proposed structues.
3. In past discussions with the applicant, the tunnel easement provides for a private roadway and does not allow for public vehicular traffic. Please clarify if it does allow for non-motorized and/or pedestrian use by the public. If so, signage to that affect should also be installed at the entrances to the tunnel.

CLARIFICATION 1: In road heating element
1. The heating element is not a requirement of public works. There are similar short sections of public road in town, examples include South Cache St., South Millward, 595 Pine Drive, with similar grades (approximately 14%) that are maintained with plowing and sanding. Public Works finds this request reasonable.

START 11/14/2019 12/5/2019
Darren Brugmann

## Tyler Valentine

**From:** Merigliano, Linda -FS <linda.merigliano@usda.gov>
**Sent:** Saturday, December 14, 2019 10:33 AM
**To:** Tyler Valentine
**Cc:** Chris Owen; Farris, Timothy -FS; Moore, Mary C -FS
**Subject:** RE: Pine Glades
**Attachments:** DM_PineGlades2011.doc

Tyler --- The decision memo issued August 4, 2011 is still valid. Please let us know if you have any questions about this

**From:** Chris Owen [mailto:chris@friendsofpathways.org]
**Sent:** Friday, December 13, 2019 1:52 PM
**To:** Merigliano, Linda -FS <linda.merigliano@usda.gov>
**Cc:** Farris, Timothy -FS <timothy.farris@usda.gov>
**Subject:** Re: Pine Glades

Linda Tyler says that should be good, if you have the signed copy can you email him at. Or he said just an email from you saying the old letter is still valid. - Chris

**tvalentine@jacksonwy.gov**

On Thu, Dec 12, 2019 at 1:14 PM Merigliano, Linda -FS <linda.merigliano@usda.gov> wrote:

> We did the NEPA and issued a decision for the Shade Monkey trail so this might still suffice. I have a signed copy around somewhere
>
> **From:** Chris Owen [mailto:chris@friendsofpathways.org]
> **Sent:** Thursday, December 12, 2019 11:43 AM
> **To:** Merigliano, Linda -FS <linda.merigliano@usda.gov>; Farris, Timothy -FS <timothy.farris@usda.gov>
> **Subject:** Pine Glades
>
> Hey Linda and Tim Pine Glades is working with the town to fulfill their obligation to restore the neighborhood access trails to the forest. Tyler Valentine had questions about any approval that may be needed on your end and I gave him your contact info. I attached the proposal showing the trail climbing from Wister Dr. past the west end of pine Glades and joining the SHade Monkey trail near the USFS and Pine Glades property boundary. Worst case we could have it connect right at the property line so no new trail would be on the forest. When I chatted with him it looks to be a hike only trail as it has several steps and tight switchbacks which seems appropriate based on what me and EJ looked at on that side.

Chris

--

Chris Owen

Trails Program Manager

Friends of Pathways

307-733-4534

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--
Chris Owen
Trails Program Manager
Friends of Pathways
307-733-4534

# DECISION MEMO
## Pine Glades connection trail

USDA Forest Service, Intermountain Region
Bridger-Teton National Forest
Jackson Ranger District
Teton County, Wyoming

## I. INTRODUCTION

In January 2008, the Town of Jackson approved the Final Development Plan for the Pine Glades townhouse development located immediately east of Snow King Resort. The Bridger-Teton National Forest is located on the southern boundary of the property. Prior to development, the forested hillside contained a trail that traversed the property and was frequently used by the public as a connection between town and trails located on the National Forest. As part of the "Subdivision Improvement Agreement Contract", the developers agreed to construct a trail between Pine Drive and the Sink-or-Swim trail and make this trail available for general public use. Due to the economic recession, some items, including the trail construction, were deferred with approval from the Town of Jackson. In accordance with the "Improvement Agreement", the trail construction must now be completed by fall 2011. The estimated length of the new trail is 2,890 feet of which 71.3% is located on private land. Approximately 830 feet is located on the National Forest. The trail would be managed for a mix of non-motorized uses with mountain biking and hiking predominant uses. The trail will be designed and built to meet Forest Service standards for sustainable native surface trails. The work on the National Forest will be supervised by Forest Service personnel with labor coming from Friends of Pathways trail employees. Funding for the project is provided by the developer in accordance with the "Subdivision Improvement Agreement".

## II. DECISION

### A. Description of Decision

My decision is to authorize construction of approximately 830 feet of trail on the National Forest to complete the connection between Pine Drive and the Sink-or-Swim trail. My decision incorporates the project construction methods described in section C.

### B. Purpose of Decision

The purpose of the decision is to replace an existing trail and in so doing so, improve the sustainability of the trail and help meet goals outlined in the National Sustainable Recreation Framework, notably connecting citizens to their public lands through outdoor recreation.

### C. Project Treatment Methods

To protect natural resources, wildlife, and safety objectives, the following treatments will be implemented:

1. All trail construction and reconstruction will be implemented according to Forest Service Trail Construction and Maintenance Notebook standards.
2. Old trails will be physically closed.
3. Trails managed for mountain bike use will incorporate good line of sight and avoid any blind corners to minimize the potential for a sudden encounters between people and wildlife (particularly moose, bears, or lions).

# III. REASONS FOR CATEGORICALLY EXCLUDING THE DECISION

Decisions may be categorically excluded from documentation in an Environmental Assessment (EA) or Environmental Impact Statement (EIS), when they are within one of the categories identified by the U.S. Department of Agriculture in 7 CFR part 1b.3 or one of the categories identified by the Chief of the Forest Service in Forest Service Handbook (FSH) 1909.15 sections 31.1b or 31.2, and there are no extraordinary circumstances related to the decision that may result in a significant individual or cumulative environmental effect.

## A. Category of Exclusion

The proposed project can be categorically excluded from documentation in an EA or EIS because it fits category 31.2-1, described in Forest Service Handbook Interim Directive (ID) 1909.15-2004-3, July 6, 2004. This category is for "Construction and reconstruction of trails."

The categorical exclusion is appropriate in this situation because no significant issues were raised regarding the proposal and resource specialists found no extraordinary circumstances with potential adverse effects on the environment.

## B. Relationship to Extraordinary Circumstances

### 1. Threatened and Endangered Species or Their Critical Habitat -

The Endangered Species Act requires that federal activities do not jeopardize the continued existence of any species federally listed or proposed as threatened or endangered, or result in adverse modification to such species' designated critical habitat. This decision will have 'no effect' on listed species or their critical habitats; this trail is primarily located in the Town of Jackson and since it replaces an existing trail, the project is not expected to alter the amount or type of use occurring in the area.

### 2. Floodplains, Wetlands, or Municipal Watersheds -

***Floodplains*:** Executive Order 11988 is to avoid adverse impacts associated with the occupancy and modification of floodplains. Floodplains are defined by this order as, ". . . the lowland and relatively flat areas, adjoining inland and coastal waters, including flood prone areas of offshore islands, including at a minimum, that area subject to a one percent [100-year recurrence] or greater chance of flooding in any one year." The project is not located in or near floodplains based on site review.

***Wetlands*:** Executive Order 11990 is to avoid adverse impacts associated with destruction or modification of wetlands. Wetlands are defined by this order as, ". . . areas inundated by surface or ground water with a frequency sufficient to support and under normal circumstances does or would support a prevalence of vegetative or aquatic life that requires saturated or seasonally saturated soil conditions for growth and reproduction. Wetlands generally include swamps, marshes, bogs, and similar areas such as sloughs, potholes, wet meadows, river overflows, mud flats, and natural ponds." There are no wetlands in the project area.

***Municipal Watersheds*:** Municipal watersheds are managed under multiple use prescriptions in forest plans. This project is not located within a municipal watershed.

### 3. Congressionally Designated Areas -

This project is not located in a Congressionally designated Wilderness or Wilderness Study Area nor is it located within a designated Wild and Scenic River corridor. No adverse effects are expected on designated special areas.

4. **Inventoried Roadless Areas (IRAs) -**
This project is not located in an Inventoried Roadless Area.

5. **Research Natural Areas -**
The project is not located within or near Research Natural Areas.

6. **Native American Religious or Cultural Sites, Archaeological Sites, or Historic Properties or Areas -**
Section 106 of the National Historic Preservation Act requires federal agencies to take into account the effect of a project on any district, site, building, structure, or object that is included in, or eligible for inclusion in the National Register. There are no anticipated adverse effects to cultural resources.

# IV. PUBLIC INVOLVEMENT

The Town of Jackson held multiple public meetings regarding the Pine Glade development plan. Support for replacing the existing trail emerged during those meetings. No opposition to the project was raised.

# V. FINDINGS REQUIRED BY AND/OR RELATED TO OTHER LAWS AND REGULATIONS

My decision will comply with all applicable laws and regulations. I have summarized some pertinent ones below.

**Forest Plan Consistency (National Forest Management Act)** - This Act requires the development of long-range land and resource management plans (Forest Plans). The Bridger-Teton Forest Plan was approved in 1990, as required by this Act. The plan provides for guidance for all natural resource management activities on the Forest. The Act requires all projects and activities be consistent with the Forest Plan. The project is located in DFC 9B which is managed for special use recreation. The proposed project is consistent with Forest Plan direction.

**Endangered Species Act** - See Section III, Item B1 of this document.

**Sensitive Species (Forest Service Manual 2670)** - This Manual direction requires analysis of potential impacts to sensitive species, those species for which the Regional Forester has identified population viability is a concern. The proposed project would not adversely impact any known sensitive species.

**Clean Water Act** - This Act is to restore and maintain the integrity of waters. The Forest Service complies with this Act through the use of Best Management Practices. This decision incorporates Best Management Practices to ensure protection of soil and water resources.

**Wetlands (Executive Order 11990)** - See Section III, Item B2 of this document.

**Floodplains (Executive Order 11988)** - See Section III, Item B2 of this document.

**Clean Air Act –**
Under this Act areas of the country were designated as Class I, II, or III airsheds for Prevention of Significant Deterioration purposes. Class I areas generally include national parks and wilderness areas. Class I provides the most protection to pristine lands by severely limiting the amount of additional human-caused air pollution that can be added to these areas. This decision will not adversely affect air quality.

**Federal Cave Resources Protection Act** - This Act is to secure, protect, preserve, and maintain significant caves, to the extent practical. Site features and field review substantiate that no caves are in the decision area. No cave resources will be affected by this decision.

**National Historic Preservation Act** –
See Section III, Item B6 of this document.

**Archaeological Resources Protection Act** –
See Section III, Item B6 of this document.

**Native American Graves Protection and Repatriation Act** –
See Section III, Item B6 of this document.

**Wyoming Wilderness Act and Wild and Scenic Rivers Act** –
See Section III, Item B3 of this document.

**Environmental Justice (Executive Order 12898)** - This Order requires consideration of whether projects would disproportionately impact minority or low-income populations. This decision will not adversely impact minority or low-income populations.

## VI. ADMINISTRATIVE REVIEW OR APPEAL

This decision is not subject to a higher level of administrative review or appeal pursuant to 36 CFR 215.8.

## VII. IMPLEMENTATION DATE

This decision may be implemented immediately. Work on these trails is expected to occur over the next two years.

## VIII. CONTACT PERSON

For further information contact:

Linda Merigliano
Jackson Ranger District
PO Box 1689
Jackson, WY 83001
(307) 738-5428

## IX. SIGNATURE AND DATE

I have concluded that this decision may be categorically excluded from documentation in an environmental impact statement or environmental assessment as it is within one of the categories identified by the U.S.

Department of Agriculture in 7 CFR part 1b.3 or one of the categories identified by the Chief of the Forest Service in Forest Service Handbook (FSH) 1909.15 sections 31.1b or 31.2, and there are no extraordinary circumstances related to the decision that may result in a significant individual or cumulative environmental effect. My conclusion is based on information presented in this document and the entirety of the Planning Record.

___*/s/ Dale Deiter*_____ 8.4.2011_____

Dale A. Deiter
Jackson District Ranger

Date

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PLANNING & BUILDING DEPARTMENT

May 28, 2019

Collins Planning Associates
Attn: Bill Collins
PO Box 7441
Jackson, WY 83002

**RE:** Development Obligations and Compliance of the Pine Glades Planned Unit Development

Dear Mr. Collins:

The Pine Glades Planned Unit Development (PUD), Sketch Plan and Final (Major) Development Plan (FDP) is a residential hillside development consisting of 27 market townhomes units and 9 deed restricted units. The PUD and Sketch Plan were approved on October 8, 2007 and the FDP was approved on April 14, 2008. The project is broken into two phases: Phase I consisting of all improvements and buildings along Pine Glades Drive, and Phase II consisting of all improvements and buildings along Jessica Lane. Several 'Applicants' or 'Developers' have been involved starting with the original Applicant, Dave Taylor, who first proposed the project and stayed with the project until the original FDP was approved. Today, a new property owner, John Tozzi, is being represented by the Applicant, Bill Collins.

As Phase I comes near to completion, the past few years have resulted in compliance issues surrounding pedestrian access through the site's roadways, access to trails, usage of the break-away emergency gate, and many more. Complaints from Pine Drive residents and Pine Glades owners were received and several of these matters have involved the local Police and Fire Department, in addition to Planning. Recently, the Applicant applied for two applications: Item P18-342 Development Agreement to commence infrastructure-related construction on Phase II (Jessica Lane), and Item P19-018 Development Plan Amendment to modify the last two units in Phase I which include minor habitable and garage expansions.

During the application review process for both items P18-342 & P19-018, Town of Jackson (Town) Staff received additional public comment from both Pine Drive residents and Pine Glades owners expressing frustrations on matters related to trails, access through the Pine Glades roadways, etc. As a result the Applicant requested that their applications be continued in order to identify any un-satisfied development obligations prior to the items going before the Town Council. The Town agreed to further research the Pine Glades PUD and FDP approvals and provide the applicant with the Town's position on whether the Pine Glades PUD and FDP is out of compliance with any development obligations.

The following is an itemized list of development obligations for the Pine Glades PUD and the associated compliance status of P05-126 & 127 ("Sketch Plan & PUD for Pine Glades") and P07-126 & 127 ("Pine

Glades Final Development Plan"). Under each heading is a description of a specific development obligation, status of compliance, and a reference to attached exhibits.

**ROADWAYS: Non-Compliant with Pine Glades PUD**

As part of the Pine Glades PUD the Applicant committed, both verbally and in writing, to provide public non-vehicular/non-motorized access across, over and on the site's roadways. The complete public record memorializing this obligation is provided below (Exhibits A – H).

***EXHIBIT A:*** *Letter from Jackson Hole Community Pathways to the Town Planning and Building Department related to the approved Variance (P07-076) to develop on a lot with slopes greater than twenty-five percent (25%). The letter commends the original Developer (Dave Taylor) on their willingness to include public access across, over and on Pine Glades PUD for non-motorized users.*

***EXHIBIT B:*** *Transcription of David Taylor (original developer) on record at the Jackson Town Council meeting on January 7, 2008 committing to the Jackson Town Council that the Pine Glades PUD would be open to the public and that the public would have non-vehicular access through the interior-roads to access trails.*

***EXHIBIT C:*** *The narrative section (5 pages taken from the project summary) of the Final Development Plan pledging that the updated project plan specifically included public access to the trail heads in the Pine Glades PUD from Pine Drive and Spruce Drive (page 2). In addition, the last two pages under headings Section 2170.J.11 Streetscapes states 'Nevertheless the proposal includes pedestrian pathways, in the form of public trail access easements fronting the lower row of buildings, allowing pedestrians access from the Pine and Wister Drive neighborhoods to the Snow King Ski Areas and Bridger-Teton National Forest'. Furthermore on the last page, it states that 'the development will provide at least four pedestrian access easements across the property providing a link from the neighborhoods west to Snow King slopes and beyond...'*

***EXHIBIT D:*** *The approved Final Development Plan trail map identifying all trails within the Pine Glades PUD as 'Public Ski/Hiking Trails' which directly connect to the roadways.*

***EXHIBIT E:*** *The recorded Subdivision Improvement Agreement which, on page three under 'Public Pathways,' describes the developer's obligation to build the trails delineated on the trail map as 'Public Ski/Hike Trails' (see also EXHIBIT D).*

***EXHIBIT F:*** *The approved Minor Deviation (P11-025) for a requested trail relocation with attached Town of Jackson departmental reviews discussing obligations for trail signage at the Cache Street and Pine Drive access points. The documents states that 'the applicant shall not obstruct public access on the proposed pathway'. Furthermore, this document includes a review comment that states 'the applicant shall not obstruct public access on the Town of Jackson access easement designated as "GCE Roadway" on the Pine Glades Townhomes Phase One Addition plat'.*

***EXHIBIT G:*** *The recorded plat for the Pine Glades Townhomes Phase One Addition which states that the Town of Jackson is granted an access easement across the entire GCE Roadway (under the Certificate of Owner, first column, 5th from the bottom). The second page is the actual recorded plat showing the GCE Roadway.*

*EXHIBIT H: A second approved Minor Deviation (P14-062) for a second requested trail relocation with attached departmental reviews stating that 'the new trail location will need to be delineated on a Pathways Easement or Amended Plat.*

Based on the fact as evidenced in the public records described above and attached hereto, the Applicant was required to provide public access across, over and on the Pine Glades PUD roadways. This was verbally promised by the Developer (Dave Taylor) before the Town Council, was referenced in the FDP proposal, was clearly identified on the approved trail map, was clearly identified in the SIA, and was further a condition of approval with both Minor Deviations related to trail relocation.

**TRAIL CONNECTIVITY:** Compliant with Pine Glades PUD and Incomplete

When the Pine Glades PUD was approved there were several trails proposed throughout the site to provide trail access to the Shade Monkey and Sink or Swim trails for residents within the development, for neighboring residents on Pine Drive and Wister Avenue, and for the general public. Exhibits B - H each support the fact that public use of trails within the development was part of the development's approval. Currently, because all public access points connecting Pine Glades Drive to the Snow King trails (specifically the Shade Monkey and Sink or Swim trails) have been installed, Pine Glades PUD is in compliance with its public trail access obligations with regard to Phase I. The final outstanding trail access point to be installed must be addressed with the Development Agreement required for Phase II (Jessica Lane), which will include a trail connection from Wister Avenue to Pine Glades Drive (Exhibit D). The "S1 trail" (specifically defined as the trail access point at the duplex numbered 140 and 142 Pine Glades Drive) has been vacated and replaced with a new trail connection at the north end of the upper opening of the tunnel, as evidenced by Exhibits I and J.

*EXHIBIT I: Correspondence between the Town and the Applicant confirming that the S1 trail was vacated as part of approved Minor Deviation P14-062.*

*EXHIBIT J: April 15, 2019 correspondence between Town Planning and Jackson/Teton County Pathways Department confirming that the S1 trail was vacated and the new trail adjacent to the tunnel was installed and is compliant with Jackson/Teton County Pathways Department trail standards.*

Based on the fact, as evidenced in the public records described above and attached hereto, that Pine Glades PUD established the required connectivity to public trails from the site, it is compliant with Phase I of the Pine Glades PUD. However, one further connection is required based upon the approved trail map (Exhibit D) for Phase II, and must be addressed in the Phase II Development Agreement.

**PUBLIC ACCESS – SIGNAGE:** Non-Compliant with Pine Glades Final Development Plan

As part of the Final Development Plan, public non-vehicular/non-motorized access was proposed and approved, and the installation of signage to that effect was required at the Cache Street and Pine Drive access points. This signage was approved as part of the FDP and required as part of Minor Deviation P11-025 (Exhibit F). However, "No Trespassing" signage is currently installed at both the Cache Street and Pine Drive access points. Pine Glades PUD is therefore out of compliance.

*EXHIBIT K: Photos of No Trespassing signage (taken in April 2019).*

Based on the fact, as evidenced in the public record described above and attached hereto, that Pine Glades PUD was required to install and maintain signage indicating the right to public non-vehicular/non-

motorized access across, over and on the site and that currently "No Trespassing" signage is erected at two locations on the site, the Applicant's ongoing actions violate a term or condition of the Pine Glades PUD.

**PUBLIC ACCESS – BOULDERS:** Non-Compliant with Pine Glades Final Development Plan

As described above, public non-vehicular/non-motorized access is approved as part of the Pine Glades PUD and the boulders recently installed adjacent to the break-away gate, while tolerated by the Fire Department, are located to close to the break-away gate restricting pedestrians and bicyclists from accessing the site by forcing them to either climb around the boulders or crawl under the gate.

> ***EXHIBIT K:*** *Photo of the west end of the temporary gate with adjacent boulders to the right (taken in April 2019)*

Based on the fact, as evidenced in the public record described above and attached hereto, that Pine Glades PUD was required to provide the public non-vehicular/non-motorized access across, over and on the site and that boulders adjacent to the break-away gate restrict pedestrians and bicyclists from accessing the site, the Applicant's actions violate a term or condition of the Pine Glades PUD.

**BREAK-AWAY GATE:** Compliant with Pine Glades PUD and Incomplete

The break-away gate at the West end of Pine Glades Drive was required for the purpose of emergency access in light of the fact that emergency vehicles may not be able to access the site via the tunnel on Cache Street. The break-away gate approval also includes allowing construction-related traffic that cannot fit through the tunnel associated with an approved Building, Grading or Development related permit. The break-away gate is not to be used by residents of Pine Glades Drive as daily or intermittent access at all. The Town was notified that the break-away gate was recently damaged, is being repaired and that a temporary fence is in its place. Upon installation of the new gate, the use of the gate shall only be for emergency vehicle access and construction-related vehicles that cannot access the construction site via the tunnel due to their size and which are associated with a Town Building, Grading or other related Development permits.

> ***EXHIBIT G:*** *The recorded plat for Pine Glades PUD which clearly identifies the west end of Pine Glades Drive adjacent to Pine Drive as "Emergency Access Only."*
>
> ***EXHIBIT K:*** *A photo showing the temporary gate that needs to remain in place until the new gate is installed (taken on April 1, 2019).*

Based on the fact, as evidenced in the public records described above and attached hereto, that the Pine Glades PUD west entrance is limited to "Emergency Access Only," any use of the break-away gate for any vehicles, residents' vehicles included, other than 1) emergency vehicles and 2) a construction-related vehicle that cannot fit through the tunnel and is associated with a Town Building, Grading or other related Development permit is non-compliant with the Pine Glades PUD.

**TOPPING OF TREES:** Non-Compliant with Pine Glades Final Development Plan

A Visual Impact Analysis was required as part of the Pine Glades Final Development Plan due to the impacts of the development on a hillside with a grade of twenty-five percent (25%) or more. There

was a specific tree removal plan and re-planting plan that was to be strictly abided by. Ultimately the existing vegetation remaining was to serve the purpose of screening the development from public view (i.e. from adjacent streets, the Town Square, highways, etc.) and the private clearing or "topping" of trees for better views for the Pine Glades residents is prohibited. Recent photos taken show several trees have been topped.

> ***EXHIBIT L**: The original Visual Impact Analysis showing which trees shall be removed, which trees can be pruned, and which trees shall remain untouched.*

> ***EXHIBIT M**: Photos of trees topped adjacent to the S1 duplex and the triplexes further up Pine Glades Drive (taken X date).*

Based on the fact, as evidenced in the public records described above and attached hereto, that the Visual Impact Analysis made a condition of the Pine Glades PUD explicitly prohibited tree topping and trees have been topped, the Applicant's actions violate a term or condition of the Pine Glades PUD.

**ROADWAY HEATING ELEMENT**: Non-Compliant with Pine Glades Final Development Plan

As part of the Final Development Plan for Pine Glades, roadway heating elements were approved uphill from the tunnel on both Pine Glades Drive and Jessica Lane. The applicant has stated that the heating element is not operating due to high costs and mechanical issues. The heating element is a required condition of the project's design and function.

> ***EXHIBIT D:** A depiction of the approved Snow Melt Areas.*

Based on the fact, as evidenced in the public record described above and attached hereto, that the Final Development Plan included the roadway heating element as a condition of the approval, the non-functioning status of the roadway heating element at this time is non-compliant with the Pine Glades PUD.

**LANDSCAPE PLAN**: Compliance Indeterminate with Pine Glades PUD

The approved landscape plan for Pine Glades PUD includes an expansive tree removal component in addition to several planting areas. It required: approximately one hundred and eighty (180) new Aspen trees, sixty (60) new Serviceberry trees and sixty (60) new Snowberry trees to be equally distributed throughout Pine Glades development (both Phase I & II). All of the trees marked for removal have been removed. However, no record has been kept as to the number of trees that have been planted, as part of Phase I, therefore it is indeterminate whether Pine Glades PUD is in compliance with its landscape plan at this time.

> ***EXHIBIT N**: The approved landscape plan for Pine Glades PUD.*

Based on the fact, as evidenced in the public record described above and attached hereto, that the Final Development Plan included a landscape plan as part of the approval and the Applicant has not verified compliance with that Landscape Plan, it is indeterminate at this time whether landscaping is in compliance with the Pine Glades PUD.

**SIDEWALKS**: Compliant with Pine Glades PUD and Incomplete

The Final Development Plan depicts sidewalks along the southern side of both Pine Glades Drive (Phase I) and Jessica Lane (Phase II). In Phase I, the applicant provided a sidewalk within the tunnel that continues up Pine Glades Drive and ends at the duplex addressed as 140 and 142 Pine Glades Drive. At this time Phase I is nearly complete and sidewalks have not been provided for the remainder of Pine Glades Drive.

***EXHIBIT D:** A depiction of the approved sidewalks within the site.*

Based on the fact, as evidenced in the public record described above and attached hereto, that the Final Development Plan depicts sidewalks and that some sidewalk portions have been constructed and some remain unbuilt at this time, the Applicant is currently compliant with approved construction plans for Phase I.

**NEXT STEPS:** Compliance Summary, Enforcement Actions and Applicant Obligations

As set forth above in detail, there are reasonable grounds supporting the finding that Pine Glades PUD is out of compliance with a variety of terms and conditions of its approvals. Based on the number of compliance issues, the individualistic nature of each issue, and the varying stages of non-compliance each issue is in, the Town has developed a timeline for compliance as follows:

**1:** The following compliance issues must be resolved as indicated below. Failure to resolve these issues by the assigned deadline will result in the Town referring the issue to the Town of Jackson Code Enforcement Officer, in accordance with Land Development Regulation Division 8.9.2, and may prevent the issuance of further approvals and/or permits for the Applicant pursuant to Land Development Regulation Division 8.9.3.

- **Public Access - Signage:** The Pine Glades PUD required the installation and maintenance of signage indicating the right to public non-vehicular/non-motorized access across, over and on the site. The currently installed "No Trespassing" signage erected at two locations on the site violates terms and conditions of the Pine Glades PUD. All 'No Trespassing' signs must be removed by **June 1, 2019**. In addition, a new sign plan that is consistent with the approved Final Development Plan must be provided to the Town Planning Department by **July 1, 2019**.

- **Public Access - Boulders**: The Pine Glades PUD required public non-vehicular/non-motorized access across, over and on the site. However boulders have been installed adjacent to the break-away gate, thus restricting pedestrians and bicyclists from accessing the site. This violates the terms and conditions of the Pine Glades PUD. The boulders must be shifted to allow at least four to six (4-6) feet of space for bicyclists and pedestrians to freely access Pine Glades Drive and the area must be inspected by the Town no later than **July 1, 2019**.

**2:** The following issues are either currently compliant with the Pine Glades PUD but not complete, and thus require further action by the Applicant to achieve full compliance at build-out, or are currently complete but non-compliant with the Pine Glades PUD. To ensure full compliance will be achieved at build-out or, if currently non-compliant, the following items must be completed by **September 1, 2019**. Failure to resolve these issues by this date will prevent the issuance of further approvals and/or permits for the Applicant pursuant to Land Development Regulation Division 8.9.3.

- **Roadways**: Because the Applicant was required to provide public access across, over and on the Pine Glades PUD roadways and because ongoing actions actively prohibit and/or dissuade public access, the terms and conditions of the Pine Glades PUD approval is being violated. The Applicant must come into compliance by September 1, 2019 and, specifically, to do so the Applicant must record a new easement on the GCE Roadway against its property or amend the plat to memorialize in perpetuity that there is a public non-vehicular/non-motorized right of access across, over and on the Pine Glades PUD roadways.

- **Trail Connectivity**: Phase I of the Pine Glades PUD established the required connectivity to public trails from the site for the development that has been completed. However, a further connection is required as a term of Phase II. As part of the revised Development Agreement or By September 1, 2019 the Applicant must 1) provide a map identifying the future location of the lower connector trail from Wister Avenue to Pine Glades Drive and 2) provide a cost estimate for this trail that will be used to calculate the appropriate bond (as part of the Phase II Development Agreement).

- **Break-Away Gate**: The Pine Glades PUD west entrance is limited to "Emergency Access Only," and by September 1, 2019 the Applicant must 1) reinstall the permanent break-away gate and 2) provide draft language for the Phase II Development Agreement that dictates the schedule of dates when the construction vehicles will use the break-away gate and what type of vehicles will use it. After September 1, 2019, with the exception of emergency use or construction-related use associated with a Town Building, Grading or other related Development permits, the gate must remain closed and locked.

- **Landscaping:** Since the Applicant has not verified compliance with that Landscape Plan, it is indeterminate at this time whether landscaping is in compliance with the Pine Glades PUD. Therefore, by September 1, 2019 the Applicant must 1) prove the number and the location of new trees planted per the approved Landscape Plan; 2) provide the number of outstanding trees to be planted; 3) provide a schedule for full compliance with its Landscape Plan obligations; and 4) provide a cost estimate for the remaining planting required to come into full compliance at build-out that will be used to calculate the appropriate bond (as part of the Phase II Development Agreement II).

- **Sidewalks:** The sidewalks depicted in the Final Development Plan are partially built. By September 1. 2019 the Applicant must delineate a pedestrian/bike lane within the GCE roadway with striping (Phase I). As part of Phase II, the Applicant must complete the sidewalks on Jessica Lane.

**3:** The following issue is currently non-compliant with the Pine Glades PUD and must be compliant by **December 31, 2019**. Failure to resolve the issue by December 31, 2019 will prevent the issuance of further approvals and/or permits for the Applicant pursuant to Land Development Regulation Division 8.9.3.

- **Roadway Heating Element:** The Final Development Plan includes the roadway heating element as part of the approval. Because the roadway heating element does not function at this time it is out of compliance with the Pine Glades PUD. The Applicant must ensure the heating element is fixed and functioning by December 31, 2019.

**4:** This item is a permanent condition for which **no compliance timeline is appropriate**. This item has been referred to the Town of Jackson Code Enforcement Officer for immediate action:

- **Topping of Trees:** The Visual Impact Analysis, made a condition of the Pine Glades PUD, explicitly prohibited tree topping and trees have been topped. The Applicant's actions violate a term of the Pine Glades PUD. The Town will pursue this matter immediately through the Town of Jackson Code Enforcement Officer, as set forth in Land Development Regulation Division 8.9.2.

**5:** The resubmission of the Phase II Development Agreement application.
On November 16, 2018 the Applicant submitted an application for Phase II and, at this time, it is unknown when the Development Agreement for Phase II will be heard by the Town Council. As a result, the Town Planning Department requires the Applicant to re-submit the Development Agreement for Phase II to address the issues in this letter no later than **September 1, 2019**. Failure to do so, or abandonment of the current Development Agreement, will result in the Town pursuing any outstanding compliance issues under Land Development Regulation Division 8.9.

Tyler Valentine
Senior Planner

Enclosures:
EXHIBIT A – Dave Taylor (Original Developer) Transcription
EXHIBIT B – Letter from Pathways
EXHIBIT C – FDP Project Description
EXHIBIT D – Approved Trail & Snow Melt Map
EXHIBIT E – Subdivision Improvement Agreement
EXHIBIT F – 2011 Minor Deviation
EXHIBIT G – Recorded Plat
EXHIBIT H – 2014 Minor Deviation
EXHIBIT I – S1 Trail Correspondence
EXHIBIT J – Town Correspondence on S1 Trail Vacation
EXHIBIT K – Signs & Gate
EXHIBIT L – Visual Analysis
EXHIBIT M – Topping of Trees
EXHIBIT N – Approved Landscape Plan

July 17, 2007
Via email as attachment shill@ci.jackson.wy.us

Town of Jackson
Planning and Building Department
Attn: Shawn W. Hill, Associate Planner
P.O. Box 1687
Jackson, WY 83001

*Subject: Item P07-076 Pine Glades Development, LLC*

Dear Shawn,

I have reviewed the Pine Glades Development application, and would like to offer the following comments of support from Friends of Pathways in regards to the trail and non-motorized access proposed.

Friends of Pathways is a private not-for-profit corporation which is an advocate for bicycling, walking, and trails, and as a partner of government agencies for projects of mutual interest. We work to enhance and connect the communities in and around Jackson Hole by promoting safe and convenient non-motorized transportation and recreation facilities and programs. Friends of Pathways, (FOP) was founded in 1994, and today has grown to over 1,100 members.

This project includes important access for recreational trails and public land access to the Greater Snow King Trails Network. I have reviewed the most recent trail proposal, and wish to commend the applicant for their willingness to include the public access for non-motorized uses, and for their flexibility to provide the most useful trail alignments.

Specifically, it is very helpful to see:

- The public easement on all sidewalks and roads for non-motorized use;
- The trail connection on the west side that will climb up to the "Sink or Swim" trail;
- The west-east trail above the homes that will contour to connect to the Snow King mountain trails, and the improved grades so the trails will not be so steep.

I believe these trails will serve both the future Pine Glades residents and the public at large for enhanced public land access. Please contact me if you or the Planning Commission has any questions on these comments at 733-4534.

Sincerely,

Tim Young

Tim Young, Executive Director

**P.O. Box 2062 ~ 335 South Millward Street ~ Jackson, WY 83001**
307.733.4534 ~ tim@friendsofpathways.org
**www.friendsofpathways.org**

1

2 **TOWN OF JACKSON**

3 **TOWN COUNCIL REGULAR MEETING**

4

5 **ITEM TOPIC P05-126:**

6 Pine Glades Sketch Plan & Planned Unit
7 Development for a 39-unit Development at
10, 30 and 40 Spruce Drive

8

9

10 **HELD AT:**

11 Town Hall
150 E. Pearl Avenue
12 Town Hall Council Chambers
Jackson, Wyoming 83001

13 Monday, January 7, 2008
14 6:00 p.m.

15

16

17 **TRANSCRIPTION OF AUDIO - 55:33- 58:30**

18

19

20

21

22

23 Transcribed by:
24 Denise Nowak
Certified Shorthand Reporter
25 and Notary Public

P R O C E E D I N G S:

MAYOR BARRON: Further questions?

COUNCILWOMAN TURLEY: Dave, I was curious about -- and maybe this is too detailed at this point I guess, per Shawn's comments earlier, but the applicant submittal talks a lot about pedestrian and bike accessibility, so I was just curious about how the tunnel would work in terms of pedestrians and bikers using the tunnel, and if there are lights and safety and ventilation. I do see a sidewalk here with pedestrians. I don't see room for a bike lane.

MR. TAYLOR: There is a sidewalk for road bikes. There is not currently, at least shown, a bike lane in the tunnel, or on the interior roads. However, the interior roads are open to non-vehicular/non-motorized vehicle access of the general public. And we've built -- in consultation with Pathways, we are designing to build over a mile of mountain bike trails or hiking trails across the property through which you could get to the bottom of the hill. But for a road bike, there's not a bike path in the tunnel right now.

COUNCILWOMAN TURLEY: It is well lit and ventilated for pedestrians?

MR. TAYLOR: Yes. In fact, we're going -- the police chief is concerned about my ability to keep graffiti out of the tunnel. But our intention actually is to have it very well lit and put some form of metal cutout art in the tunnel to make it interesting.

It's about 500 feet long. It takes about 20 seconds to drive through it, but I don't want people to be afraid to drive through the tunnel.

ATTENDEE: Able to keep graffiti away from the walls with it --

MR. TAYLOR: So how do you do this?

ATTENDEE: -- being open around the schools and whatnot.

MR. TAYLOR: Probably why I wanted to put a gate at the entrance, but...

COUNCILWOMAN TURLEY: Well that gets at my other question. I'm glad to hear that you aren't putting a gate at the entrance, but I do wonder, if that's a private drivethrough and you want to discourage people from entering there if they aren't residents or visitors to the development --

MR. TAYLOR: No, it's open to the public.

COUNCILWOMAN TURLEY: Okay.

MR. TAYLOR: It will have a public easement

probably, I guess to Pathways, but for non-motorized vehicles.

COUNCILWOMAN TURLEY: So what will be your signage there to discourage vehicles from using it that aren't attempting to access the development?

MR. TAYLOR: I haven't written it yet, but I suppose it would say Private Drive, non...

ATTENDEE: No Through Traffic.

MR. TAYLOR: No Through Traffic.

1 REPORTER'S CERTIFICATE

2

3 STATE OF IDAHO }
} ss.:
4 COUNTY OF FREMONT }

5

6 I, Denise Nowak, a Shorthand Reporter
7 and Notary Public within and for the State of
8 Idaho, do hereby certify:
9 That I reported the proceedings
10 in the within entitled matter, and that
11 the within transcript is a true record of
12 such proceedings.
13 I further certify that I am not
14 related, by blood or marriage, to any of
15 the parties in this matter and that I am
16 in no way interested in the outcome of
17 this matter.
18 IN WITNESS WHEREOF, I have hereunto
19 set my hand this 3rd day of April, 2019.
20

21 _____

22 DENISE NOWAK
Notary Public State of Idaho
23 My Commission Expires: 3/13/2021

24

25

## PROJECT SUMMARY:

This application proposes development of a clustered community of 27 market priced townhomes and 12 affordable condominiums to be known as Pine Glades on 17.11 acres located at 10 and 40 Spruce Drive. The proposed access to the property uses innovative road design and extensive pathways to substantially minimize disturbance and visual impact. The property lies within the Suburban Residential (SR) zoning district and is in neither the NRO nor SRO. It is bordered on the east by the Snow King Ski Area, on the north and west by residential development, and on the south by the Bridger-Teton National Forest. The entire parcel slopes steadily from the south to the north and is heavily forested with mature Douglas Fir trees.

Recognizing the difficulties and negative impacts of the previously approved single-family subdivision, we have chosen an alternate approach that seeks to minimize the impacts of development and to respect and accentuate the positive characteristics of the property. To achieve this we undertook an extensive study of the property and solicited, received, and listened to input from the community and Town planners. Based on this process of study and listening we believe we have taken development challenges and turned them into opportunities – opportunities to provide the Town of Jackson with a high quality development project that enhances the neighborhood, maintains the character of the site, and that unit owners and neighbors alike can appreciate and enjoy.

To accomplish these goals given the size and unique characteristics of the property required the flexibility in design afforded a Planned Unit Development ("PUD"). The conceptual design of this project dovetails with all of the PUD standards, most notably provision for the efficient development and use of streets, utilities, and pathways, preservation of unique natural and scenic features, and maximizing open space, all resulting in a development achieving high quality design.

The overall design of the development consists of two roads running parallel with the existing slopes of the site and partially beneath the buildings, thereby minimizing the visual impact of the project and resulting in the least site disturbance possible. The location and layout of the buildings is designed to minimize visual and environmental impacts by incorporating drive aisles and parking areas below the buildings, eliminating the need for individual driveways and minimizing site disturbance and lot coverage by stacking parking and living uses.

The application proposes access to the property via a road originating at the southern terminus of Cache Street and extending up the slopes of Snow King below ground to minimize impacts. Once the "tunnel" reaches the north east corner of the property it

resurfaces and the internal roads then access each row of buildings at a single location, substantially limiting the length of road necessary. With this design, wildlife migration is least impacted and pedestrian pathways from Pine, Spruce and Wister Drives to Snow King and Bridger-Teton National Forest can be achieved.

Numerous public benefits are being proposed with this project, including:

- elimination of traffic disturbance on the surrounding neighborhood;
- a 50 foot diameter turnaround at the southern end of Pine Drive;
- an easement for the Town to construct a turnaround at the eastern end of Wister Drive should future demand require;
- enlargement of the Town's water booster pump(s) at the base of the hill to improve inadequate water pressures in the area;
- one mile of additions to pathways and pedestrian easements;
- a pedestrian easement to access Snow King from the eastern end of Spruce Drive;
- an easement expanding skiable terrain across the southeast corner of the property;
- new pedestrian and bicycle access from the south end of Pine Drive to the Sink-or-Swim trail in the Bridger-Teton National Forest; and
- providing more than twice the minimum affordable housing requirement.

The architectural design eloquently expresses recognition of traditional mountain west building styles, current design techniques, the challenging building site, and a respect for the surroundings. Construction materials will include wood, stone, and roofing and siding shingles in muted colors designed to blend with the hillside and minimize visual impact.

**Review Procedures, Standards & Criteria:** This application is for a PUD and Conditional Use Permit subject to the development standards within Article IV.

- The PUD application is subject to the review standards outlined in LDR §2170.J, Criteria for Review (of PUDs), §2170.I, Flexible Development Standards (for PUDs), and §52100.E, Development Plan Standards.
- Since LDR §49190, Development in Hillside Areas, requires a development proposal in hillside areas having an average cross slope of 10% or greater to obtain a Conditional Use Permit, we are also applying for a Conditional Use Permit subject to the review standards in §52100.E, Development Plan Standards, §49190.D, and §5140.B and requesting that the Conditional use Permit application be combined with the Development Plan Application as permitted by to LDR §51200.C.2, Multiple Applications.

**Project Evolution**: Over the course of the past three years we have sought community input for the project, held workshops with the Town Council and Planning Commission, open houses for neighbors and the public, and most recently received Sketch Plan approval from both the Planning Commission and Town Council. The result has been more than two dozen modifications to the original design – virtually every one of which has resulted in an improved project. Following is a list of the more significant revisions:

## Significant Revisions since Sketch Plan Approval

- Increased roadway clearance under buildings to in excess of 11 feet, permitting a wider range of delivery vehicles and also increasing overall building height.
- Eliminated the need for an access road from Wister by creating a turnaround for the Fire Department at the end of the lower road.
- Increased guest parking by adding covered parking spaces between buildings
- Proposed improvements to the Pine/Cache intersection

## Significant Revisions since Initial Public Workshops

- Reduced number of market units from 44 to 27
- Reduced number of buildings from 13 to 10
- Reduced building scale from 4 units per building to 2 and 3 units per building
- Relocated Buildings and Roadways to Minimize Tree Removal
- Increased Affordable Housing to provide twice the minimum required
- Located Affordable Housing On-Site
- Further clustered buildings into under 5 acres
- Moved several buildings outside of Avalanche Zone
- Developed photo-realistic 3D visual impact model which shows nominal impact on scenic assets
- Eliminated Switchbacks by Acquiring #40 Spruce Drive
- Commitment to LEED certification – may be 1st residential project in the state
- Enhanced for improved Fire Department Access to the Snow King hillside, including added turnouts, expanded street widths, and added emergency access points
- Substantial additions to Pathways, Side Walks and Ski Easements
- Eliminated Gate House at entrance
- Developed Comprehensive Construction Management Plan
- Developed Environmental, Recycling & Waste Management Plan
- Construct a 50 ft. diameter cul-de-sac for Town at the end of Pine Drive

**Section 2170.J. 10, Emergency access.** Adequate, approved access to all structures by emergency vehicles shall be provided.

The plans have been carefully designed and re-designed to ensure emergency access is provided to all areas of the development. This includes emergency vehicle access at both ends and in the middle of both rows of buildings, appropriately located vehicle turnarounds, and safe, convenient access between rows of buildings. Roadway clearances exceed 13' 6" on the primary access road for fire truck access and 11'3" within the buildings for ambulance access to individual units.

**Section 2170.J. 11, Streetscapes.** All Planned Unit Developments with frontage on a public street or approved private street shall provide safe, inviting, and attractive streetscapes. Where appropriate, residential units, including outdoor spaces such as porches, decks, and balconies, shall be oriented to the street yard, and where appropriate, streetscapes shall not be dominated by parked vehicles and garage entrances. Trash enclosures and dumpsters shall not be located in street yards or adjacent to any street.

Considering the location of the proposed project within a forest apart from traditional neighborhood development, it is difficult to apply the criteria that front setbacks should create an attractive streetscape. Nevertheless, the proposal includes pedestrian pathways, in the form of public trail access easements fronting the lower row of buildings, allowing pedestrian access from the Pine and Wister Drive neighborhoods to the Snow King Ski Area and the Bridger-Teton National Forest. The design of the buildings follows the contours of the site. This, along with the use of decks, porches and balconies, and the retention, to the greatest extent possible, of the current forested character of the site, will result in a comfortable and pleasing pedestrian environment.

By locating the vehicular access to the site and the parking primarily below grade and placing the buildings above these features, the development dramatically limits the amount of land covered by structures, resulting in extensive open space for a project of this scale. Considering the amount of open space and the proposal to provide trail easements across the site, the front setbacks proposed create abundant functional open space. The relative isolation of the development site from the street, coupled with the proposal to locate the buildings well back from the front lot line, result in a minimal, and perhaps non-existent, impact on access to light and air from the street.

**Section 2170.J. 12, Pedestrian system.** Walkways shall form a logical, safe, and convenient system for pedestrian access to all dwelling units, project facilities and amenities, and principal off-site pedestrian destinations. Provision shall be made for pedestrian and bicycle travel in accordance with Pathways in Jackson Hole, A Conceptual Plan (March 1992). Linkages to schools, parks, public lands, and pathways existing on adjacent properties shall be provided.

The development will provide at least four pedestrian access easements across the property providing a link from the neighborhoods on the west to Snow King slopes and beyond. Pedestrian access to and from each unit is provided within the design. In addition, each unit within the development will have ski in and ski out access.

**Section 52100.E.5, Conditional and Special Uses** The proposed Development Plan shall comply with the conditional or special use standards, as applicable, pursuant to **§5140.B, Conditional Use Standards** or **§5140.C, Special Use Standards**, if the proposed use is specified as a Conditional or Special use in **Table 2200, Use Schedule**.

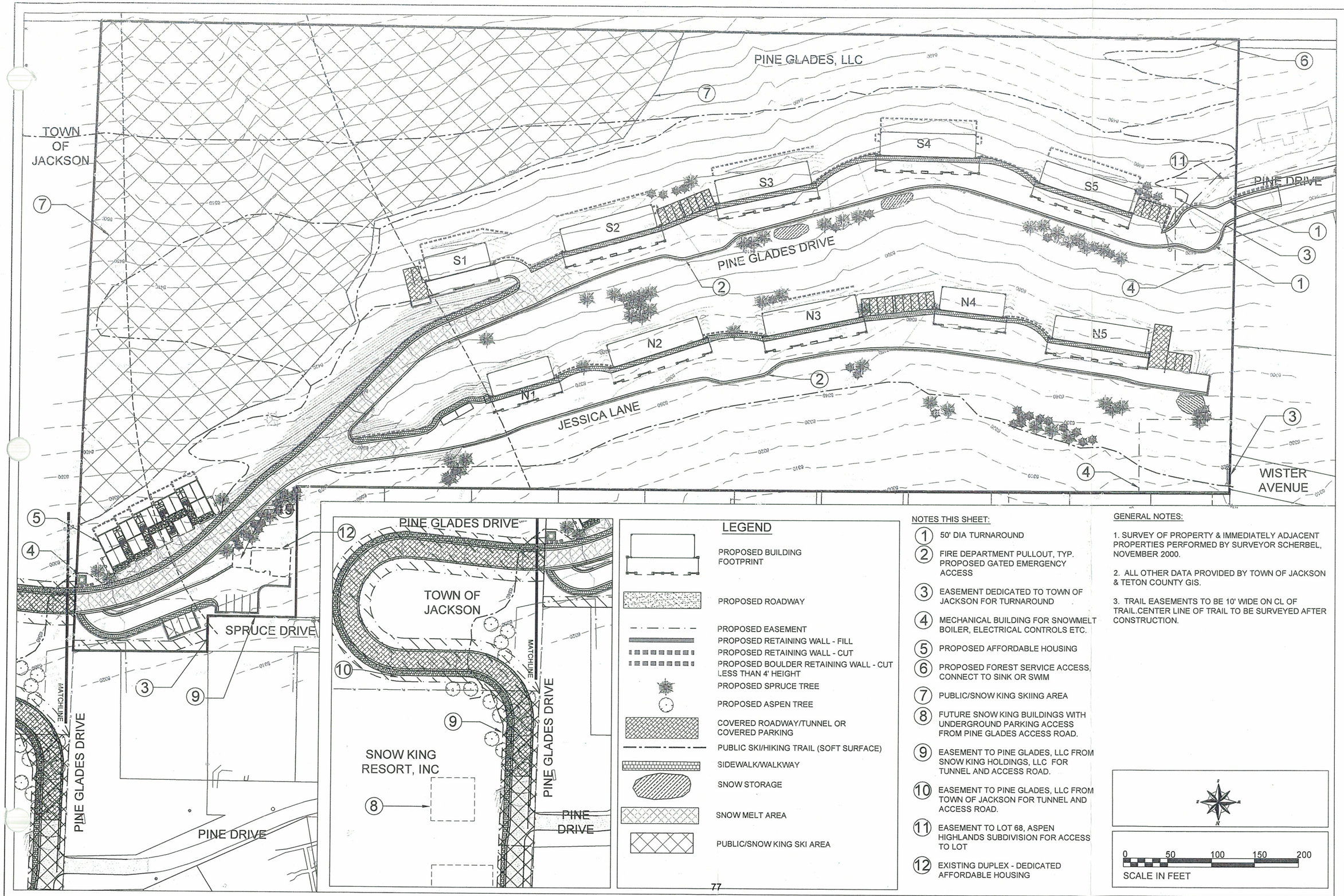
**Section 5140.B, Conditional Use Standards.** The issuance of a Conditional use permit shall be dependent upon findings that the proposed use, as conditioned, fully complies with these Land Development Regulations. A Conditional use not involving a new or remodeled structure may be issued on a temporary or term basis in order to determine and demonstrate the nature and extent of any adverse effects of the Conditional use. The Town Council may also attach any other conditions deemed appropriate, including conformity to a specific site plan, to ensure compliance with the following standards.

**Section 5140.B.1, Consistent with Comprehensive Plan** The proposed Conditional use shall be consistent with the goals, objectives and policies of the Comprehensive Plan, including standards for building and structural intensities and densities, and intensities of use;.

Please see above discussion of the projects consistency with the Comprehensive Plan under both the PUD and Development Plan sections of this report.

**Section 5140.B.2, Compatibility** The proposed Conditional use shall be compatible with the scale and character of the immediate vicinity of the land proposed for development.

The density and design of the development is compatible with both the density or the surrounding SR zoned neighborhood and the character of the neighboring development. Density is below what is currently present in the surrounding neighborhood and allowed in the SR zoning district. Though practically invisible from surrounding homes due to building locations and heavy tree cover, the design of the development, with a clustering of buildings and a separation of modules intended to minimize scale, results in a mass and scale that maintains and enhances the character of the neighboring subdivisions.




NOTES THIS SHEET:

1. 50' DIA TURNAROUND
2. FIRE DEPARTMENT PULLOUT, TYP. PROPOSED GATED EMERGENCY ACCESS
3. EASEMENT DEDICATED TO TOWN OF JACKSON FOR TURNAROUND
4. MECHANICAL BUILDING FOR SNOWMELT BOILER, ELECTRICAL CONTROLS ETC.
5. PROPOSED AFFORDABLE HOUSING
6. PROPOSED FOREST SERVICE ACCESS, CONNECT TO SINK OR SWIM
7. PUBLIC/SNOW KING SKIING AREA
8. FUTURE SNOW KING BUILDINGS WITH UNDERGROUND PARKING ACCESS FROM PINE GLADES ACCESS ROAD.
9. EASEMENT TO PINE GLADES, LLC FROM SNOW KING HOLDINGS, LLC FOR TUNNEL AND ACCESS ROAD.
10. EASEMENT TO PINE GLADES, LLC FROM TOWN OF JACKSON FOR TUNNEL AND ACCESS ROAD.
11. EASEMENT TO LOT 68, ASPEN HIGHLANDS SUBDIVISION FOR ACCESS TO LOT
12. EXISTING DUPLEX - DEDICATED AFFORDABLE HOUSING

GENERAL NOTES:

1. SURVEY OF PROPERTY & IMMEDIATELY ADJACENT PROPERTIES PERFORMED BY SURVEYOR SCHERBEL, NOVEMBER 2000.

2. ALL OTHER DATA PROVIDED BY TOWN OF JACKSON & TETON COUNTY GIS.

3. TRAIL EASEMENTS TO BE 10' WIDE ON CL OF TRAIL.CENTER LINE OF TRAIL TO BE SURVEYED AFTER CONSTRUCTION.

Prepared By: JFH
Date: 10-08-07
Rev. Date:

RENDEZVOUS ENGINEERING, P.C.
P.O. BOX 4658 JACKSON, WYOMING 83001
25 SOUTH GROS VENTRE STREET
PHONE - 307.733.5252 FAX - 307.733.2334

DRAWING TITLE: FINAL SITE CONDITIONS

PROJECT TITLE: PINE GLADES FINAL DEVELOPMENT PLAN

PROJECT NUMBER: 05-019

DRAWING NUMBER: C2.2

5

# SUBDIVISION IMPROVEMENT AGREEMENT

| | |
|---|---|
| RELEASED | |
| INDEXED | ✓ |
| ABSTRACTED | ✓ |
| SCANNED | |

GRANTOR: PINE GLADES DEVELOPMENT LLC ET AL
GRANTEE: PINE GLADES DEVELOPMENT LLC ET AL
Doc 0767878 bk 750 pg 263-274 Filed At 16:09 ON 02/09/10
Sherry L. Daigle Teton County Clerk fees: 53.00
By Mary Smith Deputy

**THIS AGREEMENT** dated this 31st day of December, 2010, by and between PINE GLADES DEVELOPMENT, LLC, hereinafter referred to as "Subdivider", and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as the "Town", provides as follows:

**WHEREAS,** Subdivider is required to construct certain public improvements (the "Improvements") as a condition of the approval of the final plat and associated Final Development Plan; and

**WHEREAS,** the Town of Jackson Land Development Regulations require that a subdivision agreement for public improvements be executed by the Subdivider and the Town and recorded in the Office of the Teton County Clerk and Recorder; and

**WHEREAS,** the Town Council approves of the terms and conditions of this agreement for the Final Plat Subdivision designated as the Pine Glades Townhomes. Phase One Addition to the Town of Jackson; and

**WHEREAS,** this Subdivision Improvement Agreement supersedes the Development Agreement executed by the Town and the Developer on July 9, 2008.

**NOW, THEREFORE, IT IS HEREBY AGREED** that for and in consideration of the aforesaid premises and the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Subdivider on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

1. SUBDIVIDER TO COMPLY

Subdivider shall comply with all improvement requirements contained in Section 6140 A. of the Town of Jackson Land Development Regulations, the Development Plan approved by Town Council on January 22, 2008 and subdivision improvement plans and specifications retained on file in the office of the Town Engineer the Planning Director, and the requirements of the Town Planning and Zoning Commission and Town Council for this subdivision and additional improvements as set forth within this document. Improvements shall be engineered, designed, constructed, and installed solely at Subdivider's own cost.

2. DEVELOPMENT PLAN AND FINAL PLAT REQUIREMENTS INCORPORATED

The requirements of the Town Council, as set forth in its approval of any required Final Development Plan, Conditional Use Permit, and Final Plat are hereby incorporated herein by reference as though fully set forth. Development and use of all land within the

subdivision is limited to that conveyed by the Final Plat, Pine Glades Townhome Covenants and the Land Development Regulations of the Town of Jackson, as they may be amended from time to time.

3. APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS

The subdivision infrastructure improvement plans and specifications filed by Subdivider or its agents, as approved by the Town Engineer and maintained on file in the office of the Town Engineer, and any revision of said improvement plans and specifications approved by said Town Engineer and additional improvements as set forth within this document are hereby incorporated herein by reference as though fully set forth. All public improvement work required by Subdivider under this agreement shall be in accordance with said improvement plans and specifications.

4. ESTIMATED COST OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND SECURITY THEREFORE

The list of improvements and upgrades together with the total cost of improvements and upgrades required by this agreement as estimated by the Town Engineer is attached hereto as **Attachment "A"** and by this reference made a part hereof. Subdivider shall deposit with the Town, prior to filing of the Final Plat, an irrevocable letter of credit, or performance and payment bond, or funds in escrow, or other equivalent security or commitment approved by the Town Council. Such security shall be in the amount of 125% of the estimate approved by the Town Engineer and Planning Director (the "Security") and such security amount shall be released as portions of work are completed and reasonably approved for release by the Town Engineer per Paragraph 12 below.

5. ESTIMATED COST OF OTHER SUBDIVISION IMPROVEMENTS AND SECURITY THEREFORE

Affordable Housing Obligation. Subdivider has made minor modifications to two existing two bedroom units one of which will qualify as a two bedroom Category I unit and one of which will qualify as a two bedroom Category II unit under the Teton County Housing Authority Guidelines (collectively, the "Existing Affordable Units"). Subdivider shall construct the following: (i) six two bedroom units all of which qualify as two bedroom Category Six units under the Teton County Housing Authority Guidelines; (ii) two one bedrooms units one of which will qualify as a one bedroom Category I unit under the Teton County Housing Authority Guidelines and one of which will qualify as a one bedroom Category II unit under the Teton County Housing Authority Guidelines; and (ii) two one bedroom units all of which will qualify as one bedroom Category III units under the Teton County Housing Authority Guidelines (the "New Affordable Units")(the Existing Affordable Units and the New Affordable Units shall be collectively referred to herein as the "Affordable Housing Units"). The construction of the New Affordable Units shall be completed within two (2) years of the recordation of the Final Plat for the

Pine Glades Townhomes Phase One Addition to the Town of Jackson. In the event that said units are not completed on or before such two year anniversary of the recordation of the Final Plat for the Pine Glades Townhomes Phase One Addition to the Town of Jackson, Lot F of the Pine Glades Townhomes Phase One Addition to the Town of Jackson shall be conveyed to the Town of Jackson and all construction plans required to complete said structure shall be delivered to the Town of Jackson.

6. PUBLIC PATHWAYS

The Public Pathways delineated as "public ski/hike trails" on the site plan of the Final Development Plan approved by Council, requires that the developer complete the installation of the Public Pathways as part of the overall improvements described in Attachment "A". At such a time that the Town determines that public access is safe and appropriate, the Developer shall receive a letter from the Town requesting that all required work necessary (survey, design and installation) of an approved Public Pathway or Public Pathway segment shall be completed within six months of the request. The developer may be granted an extension for the completion based on a determination by the Town Engineer that weather conditions has precluded progress.

7. UNDERGROUND ELECTRICAL POWER, TELEPHONE, TELEGRAPH, CABLE TELEVISION, AND GAS FACILITIES

All electrical power, telephone and telegraph communication, cable television, and gas facilities within the subdivision shall be installed underground, except that above-ground facilities necessary to serve underground facilities, other installation of peripheral overhead electrical transmission and distribution feeder lines, or other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines may be allowed. Subdivider understands and agrees that any and all said facilities that are to be constructed within or under any street improvements shall be in place prior to the construction of the surface street improvements. Subdivider affirms that the public utility companies, including the cable television company enfranchised by the Town, providing the said services and facilities to and within the subdivision have been directly consulted by Subdivider through its officers, agents, or employees and that Subdivider is informed as to the approximate cost to Subdivider of the provision and installation of said facilities and services underground and that the requirements for said facilities have been considered in the preparation of the subdivision improvement plans.

8. EXACTIONS:

Subdivider shall pay exactions for the following purposes and in the following amounts to the Town prior to the filing of the Final Plat:

| | |
|---|---|
| Parks Exactions: | $ 29,000.00 |
| School Exaction: | $ 23,000.00 |

9 TIME FOR COMPLETION:

Subdivider agrees to install all improvements as required including off-site improvements and further agrees that all such work of improvements shall be fully completed on or before July 14, 2010, unless said time upon written request of Subdivider made to the Town Engineer of the Town is extended by the Town, which extension shall not be unreasonably withheld.

No occupancy of shall be granted for any Phase One building until all the improvements, dedications and warranties listed on **Attachment "B"** have been completed and approved by the Town. The Town shall accept no building permit applications for Phase Two until Subdivider and the Town have negotiated and executed a new Development Agreement for outstanding improvements required by the Final Development Plan.

10. WARRANTY:

All work and improvements required pursuant to this agreement and the ordinances of the Town shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of one (1) year from the date of acceptance, which shall be for the benefit of the Town and this obligation shall survive any release of security by the Town The Subdivider shall post maintenance bonds or appropriate letters of credit to secure the warranties equal to 20% of the total estimated cost of construction.

11. LIABILITY:

Subdivider agrees to carry a comprehensive general liability policy with minimum limits of $500,000 for each occurrence and $1,000,000 annual aggregate for bodily injury and $500,000 for each occurrence and $1,000,000 annual aggregate for property damage or a combined single limit policy with minimum limits of $1,000,000 for each occurrence and $2,000,000 annual aggregate which includes coverage for manufacturer and contractors, independent contractors, products, completed operations, maintenance of the utility tunnel (and all associated heating, access, ventilation and structure systems) and personal injury. Subdivider also agrees to name the Town as an additional named insured as respects the contract, and a certificate of insurance covering these items shall be filed with the Town Engineer prior to the filing of the Final Plat.

12. PERFORMANCE TESTING AND INSPECTION:

Subdivider shall be required to obtain a Town approved State of Wyoming licensed engineer to perform and/or monitor all testing required per the Town standards.

Subdivider shall be responsible for obtaining all required Town permitting and abiding by the conditions set forth within same. Subdivider shall be required to complete all construction work and necessary performance tests on installed infrastructure per the Grading Permit application. Subdivider shall be responsible for the preparation of daily inspection reports and tests results. This information shall be submitted to the Town

Engineer. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction. Subdivider shall notify the Public Works Department prior to the commencement of any performance test or any placement of asphalt pavement or concrete curb and gutter and shall provide placement for a representative of the Town to be present at the test or placement.

13. RELEASE OF SECURITY: As improvements are completed, the Subdivider may submit a written request to the Town Engineer for a release of part or all of the Security. Upon inspection and approval, the Town Engineer may release the requested amount of the Security or portion thereof. If the Town Engineer determines that any of the improvements are not constructed in substantial compliance with approved plans and specifications and/or requirements, the Town Engineer shall furnish the Subdivider a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure compliance. If the Town Engineer determines that the Subdivider has not constructed any or all of the improvements in accordance with the approved plans and specifications and/or requirements, the Town Engineer shall draw and expend from the Security such funds as may be necessary to construct the improvements in accordance with the approved plans and specifications and/or requirements. Release of the Security does not constitute certification of compliance with the standards of the Land Development Regulations or any applicable code or other requirement or a release of the responsibility of the Subdivider. The Town has the right to withhold issuance of certificates of occupancy for improvements in future phases if Subdivider or its agents, successors or assigns, has not repaired public infrastructure that has been damaged by Subdivider, its agents, successors or assigns during future construction related activities.

14. DEVELOPMENT COORDINATION:

Unless specifically provided in this Agreement to the contrary, the contact person representing the Town shall be the Town Engineer who shall have general responsibility for coordinating development of the improvements required herein. Subdivider shall notify the Town Engineer when improvements shall be installed. The Planning Director shall coordinate development exactions related to parks fees, school fees and affordable housing or construction of affordable housing.

15. ACCEPTANCE:

**THE TOWN SHALL NOT BE RESPONSIBLE FOR ANY IMPROVEMENTS, MAINTENANCE, OR CARE UNTIL THE SAME SHALL BE ACCEPTED, NOR SHALL THE TOWN EXERCISE ANY CONTROL OVER THE IMPROVEMENTS UNTIL ACCEPTED. NO OCCUPANCY WILL BE GRANTED WITHIN THE DEVELOPMENT UNTIL THE PUBLIC UTILITIES AND OTHER OUTSTANDING PUBLIC SAFETY CONCERNS (AS LISTED IN ATTACHMENT "B") HAVE BEEN ACCEPTED. THE TOWN MAY PERMIT OCCUPANCY AND DELAY THE ACCCEPTANCE OF IMPROVEMENTS PROVIDED PUBLIC SAFETY CONCERNS HAVE BEEN ADDRESSED BY SUBDIVIDER AS DETERMINED BY THE TOWN PURSUANT TO**

**TOWN REGULATIONS.** The following administrative procedure for acceptance of improvements:

(1) Prior to acceptance. The Town shall not have any responsibility with respect to any improvement, notwithstanding the use of the same by the public, unless the improvements have been formally accepted by the Town and the Subdivider has provided all necessary warranty bonds.

(2) Request for Acceptance. Upon completion of the improvements, the Subdivider may request, in writing, their acceptance by the Town. This request shall be accompanied by proof that there are no outstanding judgments or liens against the land upon which the public improvements are located. Upon acceptance of the public improvements located within the utility tunnel, the following provisions shall be included within the granting document or a separate document to be recorded against the property: (i) the Pine Glades Homeowners Association shall indemnify and hold the Town harmless from any and all personal injury or property damage to the public infrastructure located within the utility tunnel resulting from the Pine Glades Homeowners Association negligently maintaining the utility tunnel (including but not limited to its obligation to maintain and operate the heat within the tunnel and its obligation to keep the tunnel water-sealed); (ii) the Pine Glades Homeowners Association shall keep the utility tunnel insured against loss or damage, for its full insurable value by a company authorized to do business in Wyoming and shall furnish the Town with a certificate of such insurance; and (iii) upon notice from Lower Valley Energy, or its successors, of the nonpayment of electricity invoices for the utility tunnel by the Pine Glades Homeowners Association, the Town shall have the right to pay for such electrical services and all invoices, together with costs and reasonable attorneys' fees without waiving the fact that such electrical services, invoices and reasonable attorneys' fees shall be and remain the personal obligation of each lot and residential units within Pine Glades (all phases) and shall be a lien upon each lot and residential unit within Pine Glades (all phases) until paid in full.

(3) Final Inspection. Upon receipt of a written request for acceptance from Subdivider, the Town Engineer and Town Planning Director will conduct a final inspection of the public improvements and will furnish a written list of any deficiencies noted. The Town Engineer and Town Planning Director will base the inspection on compliance with the approved Final Development Plan, construction plans, profiles and specifications, as required by the Land Development Regulations, development permits and Final Development Plan. Upon satisfactory completion of all construction in accordance with the approved plans, profiles and specifications, as certified by a registered engineer in the State of Wyoming, and receipt of reproducible record drawings and satisfactory test results, the Town Engineer will notify the Subdivider in writing of the Town's approval of

the public improvements and schedule the request for approval of the bill of sale by the Town Council.

(4) Record Drawings. Prior to the acceptance of any completed improvements, record drawings and specifications for streets, water, sewer, drainage and other facilities must be submitted to the Town Engineer. The plans shall be submitted in a computerized electronic media format deemed suitable by the Town Engineer and shall be accompanied by two (2) sets of prints. The plans shall show the detailed location of all utilities including service lines to lots. A permanent benchmark shall be described on each sheet.

(5) Certifications. The following certification by the project engineer shall appear on the face of the record drawings:

Record Plans Certificate

These record plans were prepared under my direct supervision and control and are accurate representation of the public improvements shown hereon as they were constructed. The improvements as installed conform to the requirements of the Wyoming Department of the Environmental Quality, the Wyoming Department of Transportation, the Town of Jackson and other applicable agencies. Where the improvements were constructed in a different manner, form, type, alignment, location or material than as originally approved, they have been so noted.

(Engineer's Signature)
(Engineer's Name, Printed) Date
Wyoming P.E. No.

(6) Notification of Acceptance. Upon action of the Town Council to accept the improvements, the Town Engineer shall notify the Subdivider in writing of the Town's acceptance.

(7) Responsibility to Maintain. Upon acceptance by the Town, all responsibility for the public improvements shall be assumed by the Town, except that the Subdivider shall be subject to a one (1) year warranty on the construction of the improvements from the time of acceptance by the Town.

16. NOTICES

Any notice or communication required or permitted herein shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town: Town of Jackson
Attention: Town Engineer
P.O. Box 1687

Jackson, WY 83001

Subdivider: Pine Glades Development, LLC
P.O. Box 642
Jackson, WY 83001

Either party upon written notification sent via United States Mail, return receipt requested, may change mailing addresses and contact information.

17. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS

This agreement shall run with the land included within the subdivision and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. No modification of the terms of this agreement shall be valid unless in writing and executed with the same formality as this agreement, and no waiver of the breach of the provisions of any section of this agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

18. TITLE AND AUTHORITY

Subdivider warrants to the Town that it is the record owner of the Subject Property upon which the development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants having full power and authority to enter into this Agreement.

19. SEVERABILITY

This agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement is held to be in violation of Town, State or Federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

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

Mark Barron, Mayor

APPROVED AS TO FORM:

Town Attorney

ATTEST

Roxanne Devries Robinson, Town Clerk

CONTENTS:

Town Engineer

Planning Director

STATE OF WYOMING )
)ss.
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Audrey Cohen-Davis as Town Attorney of the Town of Jackson this 9th day of FEBRUARY, 2010.

Witness my hand and official seal.

Notary Public
My commission Expires: 6/29/11

STATE OF WYOMING )
)ss.
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Shawn P. O'Malley as Town Engineer of the Town of Jackson this 9th day of FEBRUARY, 2010.

Witness my hand and official seal.

Notary Public
My commission Expires: 6/29/11

STATE OF WYOMING )
)ss.
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Tyler Sinclair as Planning Director of the Town of Jackson this 9th day of FEBRUARY, 2010.

Witness my hand and official seal.

Notary Public
My commission Expires: 6/29/11

**Pine Glades Development, LLC,**
**a Wyoming limited liability company**

By Fluid Capital, LLC,
a Washington limited liability company,
its Manager

By
Jeffrey S. Hussey, its Manager

STATE OF Wyoming )
) ss.
COUNTY OF Teton )

The foregoing instrument was acknowledged before me by Jeffrey S. Hussey, as Manager of Fluid Capital, LLC, a Washington limited liability company, as Manager of Pine Glades Development, LLC, a Wyoming limited liability company, this 31st day of December, 2009.

Witness my hand and official seal.

BRENDA WYLIE - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES: 8-1-2012

Brenda Wylie
Notary Public
My commission expires: 8-1-2012

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# Attachment "A"

The following costs are being provided as an estimate of the total remaining work for the Pine Glades Development Please note that the total bond amount indicated can be used for the completion of any portion of work not completed and accepted by the Town.

## South Cache Streetscape Improvements (Pine Glades Development)

| Item | Quantity | Unit Measurement | Price | Cost |
|---|---|---|---|---|
| Concrete Curb & Gutter | 814 | LF | $55 00 | $44,770 00 |
| Concrete Valley Gutter | 180 | SF | $20.00 | $3,600.00 |
| Concrete Sidewalk | 2150 | SF | $12.00 | $25,800.00 |
| Retaining Wall | 160 | LF | $70.00 | $11,200 00 |
| 12-inch PVC Pipe | 89 | LF | $85.00 | $7,565.00 |
| Storm Manhole | 2 | EA | $3,500.00 | $7,000.00 |
| Storm Catch Basin | 3 | EA | $4,500.00 | $13,500.00 |
| Connection to Existing Storm Drain | 3 | EA | $1,750 00 | $5,250.00 |
| Crush Gravel Base | 380 | TON | $40.00 | $15,200.00 |
| Bituminous Concrete Pavement | 185 | TON | $135.00 | $24,975.00 |
| Landscaping & Pavers | 1 | LS | $20,000.00 | $20,000.00 |
| TOTAL | | | | ***$178,860.00*** |

## Pine Drive West of Cache (Road Repairs)

| Item | Quantity | Unit Measurement | Price | Cost |
|---|---|---|---|---|
| Crush Gravel Base | 285 | TON | $40.00 | $11,400.00 |
| Bituminous Concrete Pavement | 145 | TON | $135.00 | $19,575.00 |
| TOTAL | | | | ***$30,975.00*** |

## Spruce Drive West of Millward (Road Repairs)

| Item | Quantity | Unit Measurement | Price | Cost |
|---|---|---|---|---|
| Crush Gravel Base | 325 | TON | $40.00 | $13,000.00 |
| Bituminous Concrete Pavement | 165 | TON | $135.00 | $22,275.00 |
| TOTAL | | | | ***$35,275.00*** |

## Pathway (Pine Glades Development)

| Item | Quantity | Unit Measurement | Price | Cost |
|---|---|---|---|---|
| Pathway | 4,200 | LF | $4.00 | $16,800.00 |
| TOTAL | | | | **$16,800.00** |

| | |
|---|---|
| **Site Grading** | $30,000.00 |
| **Utility Tunnel** | $40,000.00 |
| **Storm system (Lower Road)** | $10,000.00 |
| **Fire Hydrants (lower road)** | $9,000.00 |
| **Bond** | $350,910.00 |
| **Bond Total x 1.25** | **$438,637.50** |

# Attachment "B"

The following will be completed prior to the Town granting occupancy for Pine Glads Phase One buildings.

| Item |
| --- |
| Complete Grading, slopes and drainage swales behind buildings |
| Engineering approval of all retaining walls and slopes above four feet in height will be provided |
| Gate at the end of Pine Drive will be completed |
| Dedication and warranty for the purchased fire hydrants, water and sewer system shall be completed or deferral of dedication of water and sewer infrastructure if approved by the Town |

PLANNING & BUILDING DEPARTMENT

August 16, 2011

Pine Glades Development, LLC
Attn: Adam Scott
P.O. Box 642
Jackson, WY 83001

Re: Item P11-025 – Minor Deviation
Pine Glades Planned Unit Development
30-266 Pine Glades Drive; 150-270 Jessica Lane

Dear Mr. Scott:

This letter is to confirm that pursuant to Section 51200.J of the Town of Jackson Land Development Regulations, the Planning Director **approved** your request for a Minor Deviation of the Final Development Plan for the Pine Glades Planned Unit Development, subject to the attached Project Reviews. This Minor Deviation allows the relocation of the Sink-or-Swim pathway connection from the Pine Drive turnabout to the west end of the development near Building "S1" as depicted in the proposed site plan.

Please note that any revisions to the Final Development Plan shall be reviewed and approved by the Planning Director. Approval of any changes to the Final Development Plan shall be in accordance with Section 51200.J. Minor Deviations and 51200.K. Amendment to a Development Plan permit of the Town of Jackson Land Development Regulations.

Should you have any questions, please contact Shawn Hill at 733-0440, Ext. 1303.

Respectfully,

Tyler Sinclair, AICP
Director of Planning & Building

TS:ad

Enclosure

pc: Brenda Wylie, Wylie Law Firm

# Project Plan Review History

| | | | | |
|---|---|---|---|---|
| **Project Number** | P11-025 | **Applied** | 6/21/2011 | AD |
| **Project Name** | Re-locate multi-use pathway | **Approved** | 8/15/2011 | AD |
| **Type** | MINOR DEVIATION | **Closed** | | |
| **Subtype** | FDP | **Expired** | | |
| **Status** | APPROVED | **Status** | 8/15/2011 | AD |

**Applicant** Pine Glades Development, LLC **Owner** PINE GLADES DEVELOPMENT, LLC

| Site Address | City | State | Zip |
|---|---|---|---|
| 30-266 Pine Glades Drive, etal | Jackson | WY | 83001 |

**Subdivision** **Parcel No** 22411633438006 **General Plan**

| Type of Review / Contact / Notes | Status | Dates: Sent | Due | Received | Remarks |
|---|---|---|---|---|---|
| Fire<br><none><br>Kathy Clay, Fire Inspector<br>Jackson Hole Fire/EMS<br>733-4732 | APPROVED W/COND | 6/22/2011 | 6/22/2011 | 7/5/2011 | |

1. 20' fire access lanes shall be maintained through the GCE-roadways through the subdivision.

| | | | | | |
|---|---|---|---|---|---|
| Legal<br>A Cohen-Davis | APPROVED | 6/22/2011 | 6/22/2011 | 6/30/2011 | |
| Parks and Rec<br><none> | APPROVED | 6/22/2011 | 6/22/2011 | 7/5/2011 | |
| Pathways<br>Brian Schilling | APPROVED | 6/22/2011 | 6/22/2011 | 7/5/2011 | |
| Planning<br>Shawn Hill | APPROVED W/COND | 6/22/2011 | 6/22/2011 | 7/5/2011 | |

1. The applicant shall not obstruct public access on the proposed pathway.
2. The applicant shall not obstruct public access on the Town of Jackson access easement designated as GCE-Roadway on the Pine Glades Townhomes Phase One Addition plat.
3. The applicant shall place signage at the Cache Avenue and Pine Drive accesses stating that public access is granted to pedestrians and bicyclists. This signage shall be installed prior to building permit issuance for any future building within the Pine Glades PUD or by October 15, 2011, whichever comes first.
4. The applicant shall have a survey prepared that documents the final alignment of the pathway and record said survey prior to October 15, 2011, and provide notification to the Planning Department. This survey shall also include an element ensuring public access on the trail itself as well as each end of the trail alignment.

| | | | | | |
|---|---|---|---|---|---|
| Police<br><none> | APPROVED | 6/22/2011 | 6/22/2011 | 6/24/2011 | No police concerns |

| Type of Review<br>Contact<br>Notes | Status | Dates<br>Sent | Due | Received | Remarks |
|---|---|---|---|---|---|
| Public Works<br>Shawn OMalley | APPROVED | 6/22/2011 | 6/22/2011 | 6/23/2011 | No Engineer concerns |

CERTIFICATE OF OWNER

State of Wyoming )
County of Teton ) ss.
Town of Jackson )

The undersigned owner hereby certifies that the foregoing subdivision of Lot 9 of Block 7 of the Aspen Hill Lots, a subdivision of record in the Office of the Clerk of Teton County, Wyoming, as Plat No. 124, and that parcel of land located within the NE1/4SE1/4 Section 33, T41N, R116W, 6th P.M., as shown on this plat and more particularly described under the Certificate of Surveyor is with free consent and in accordance with the desire of the undersigned owner and proprietor of the described lands;

that the name of the subdivision shall be PINE GLADES TOWNHOMES PHASE ONE ADDITION TO THE TOWN OF JACKSON;

that this subdivision is subject to a Declaration of Covenants, Conditions, and Restrictions to be recorded in the Office of the Clerk of Teton County, Wyoming, concurrently with this plat;

that this subdivision is subject to any covenants, conditions, restrictions, easements, ditches, roadways, rights-of-way, common areas, reservations and building setback requirements as delineated on the Aspen Hill Lots Plat, recorded as Plat No. 124, on file in the Office of the Clerk of Teton County, Wyoming;

that this subdivision is in accordance with and subject to the terms and conditions of the PINE GLADES PUD Final Development Plan approved by the Town Council of Jackson, Wyoming, on January 22, 2008;

that access to this subdivision is from Pine Glades Drive;

that Pine Glades Drive and Jessica Lane are private roads serving this subdivision;

that emergency access to this subdivision is from Pine Drive through a break-away access system;

that this subdivision is subject to any covenants, conditions, restrictions, easements, ditches, roadways, rights-of-way, common areas, reservations and building setback requirements as delineated on Maps T-56A and T-56C on file in said Clerk's Office;

that this subdivision is subject to that Subdivision Improvement Agreement to be recorded concurrently with this plat;

that as of the date of recording this plat, this plat is subject to that certain Lien Statement executed by Sullivan Construction, LLC, claimant, recorded in the Office of the Teton County Clerk on April 27, 2009 in Book 727 of Photo, Pages 1 to 274 and that certain Amendment To and Partial Release of Lien executed by Sullivan Construction, LLC, claimant, recorded in the Office of the Teton County Clerk on June 30, 2009, in Book 734 of Photo, Pages 286 to 300;

that this subdivision is subject to that right-of-way easement granted to the Town of Jackson on file in Book 85 of Photo, Pages 251-253, records of Teton County, Wyoming;

that this subdivision is subject to that easement granted to Landmark Homes and Development Company, Inc. on file in Book 54 of Photo, Page 528, records of Teton County, Wyoming;

that this subdivision is subject to that easement granted to Jackson Hole Cable Telecommunications, Inc. on file in Book 54 of Photo, Page 529, records of Teton County, Wyoming;

that this subdivision is subject to that easement granted to Lower Valley Power and Light, Inc. on file in Book 54 of Photo, Page 530, records of Teton County, Wyoming;

that this subdivision is subject to that easement deed granted to Jackson Hole Cable TV, Ltd. on file in Book 87 of Photo, Pages 230-245, records of Teton County, Wyoming;

that this subdivision is subject to that easement granted to Lower Valley Power and Light, Inc. on file in Book 88 of Photo, Page 414, records of Teton County, Wyoming;

that this subdivision is subject to that easement deed granted to Jackson Cable Corp. on file in Book 120 of Photo, Pages 316-330, records of Teton County, Wyoming;

that this subdivision is subject to that easement deed granted to McCaw Cablevision Limited Partnership Jackson Hole on file in Book 174 of Photo, Pages 66-85, records of Teton County, Wyoming;

that this subdivision has the use and benefit of that Tunnel and Construction Easement Agreement on file in Book 705 of Photo, Pages 1188-1203, records of Teton County, Wyoming and that certain Amendment to Tunnel and Construction Easement Agreement to be recorded concurrently with this plat;

that this subdivision has the use and benefit of that Access, Utility, Roadway Maintenance and Construction Easement Agreement described in Book 705 of Photo, Pages 491-503, records of Teton County, Wyoming;

that this subdivision is subject to those access and/or utility easements hereby granted to the Town of Jackson as shown hereon and to those easements granted to the Town of Jackson by that certain Right-of-Way, Utility and Snow Storage Easement Agreement to be recorded concurrently with this plat;

that the Town of Jackson is hereby granted a utility easement in, under, over and across the entire GCE-Roadway, as shown hereon, except for those portions of the GCE - Roadway that are within those Lots designated as townhome lots, for purposes of installing water and sewer utility infrastructure and all appurtenances thereto;

that the Town of Jackson is hereby granted an access easement across the entire GCE-Roadway;

that the Town of Jackson is hereby granted an access and maintenance easement across the entire subdivision for purposes of accessing and maintaining all water valves, meters, shut-off boxes, sewer cleanouts, manholes and appurtenances thereto;

that this subdivision is subject to that 15 foot wide access easement and skier access easement set forth in that certain Access and Recreation Easement Agreement described in Book 706 of Photo, Pages 518 to 531, and that certain First Amendment to Access and Recreation Easement to be recorded concurrently with this plat and all amendments thereto;

that, pursuant to a condition required by the Town of Jackson of the approved Final Development Plan, the undersigned hereby reserves unto itself, its heirs, successors and assigns, the right to grant to the public a pedestrian easement to be located within Lot H;

that this subdivision is subject to that Access and Utility Easement Agreement granted to the owner of Lot 68 Aspen Highlands, Plat No. 175, as shown hereon and of record in Book 728 of Photo, Pages 208-215, records of Teton County;

On Sight LAND SURVEYORS, INC.
265 North Glenwood
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

CERTIFICATE OF OWNER (CONTINUED)

that this subdivision is subject to those Distribution Gas & Electric Easements of record in Book 735 of Photo, Pages 14-16, and in Book 735 of Photo, Pages 17-22, records of Teton County, WYoming, as shown hereon;

that all owners of lots or units within the subdivision, and their heirs, successors, and assigns, the Town of Jackson, utility service providers, and emergency vehicles, including ambulances, fire-fighting vehicles, and police vehicles are hereby granted an access easement in and through that certain three dimensional airspace within Lots 1-14 as described and shown hereon, and such access easements are hereby declared to be a part of the GCE-Roadway;

that Lots A-E are subject to the access easements as shown hereon, and the undersigned, pursuant to the Final Development Plan hereby reserves the right to grant to all owners of lots or units within the subdivision, their heirs, successors, and assigns, the Town of Jackson, utility service providers, and emergency vehicles, including ambulances, fire-fighting vehicles, and police vehicles, an access easement in and through those certain three dimensional airspace within Lots A-E to be described in a future plat, and such access easements shall be declared to be a part of the GCE-Roadway;

that the Common Area, Lot H, including the GCE - Roadway, shall be conveyed by recorded deed to the Homeowners Association for common use and enjoyment of the Common Area by all owners of a lot or unit within this subdivision except for those portions of said Common Area being reserved and dedicated as Limited Common Elements and for those uses and areas restricted as noted on this plat and in those Declarations cited above;

that a non-exclusive easement in, over and across that portion of the GCE - Roadway (Pine Glades Drive and Jessica Lane), is hereby granted to each owner of a lot within Pine Glades Townhomes, their heirs, successors, and assigns for purposes of access to and from said lots and for underground utilities serving said lots;

that a non-exclusive easement in and through the Three-Dimensional Access Easement Across Lots 1-14 and A-E is hereby granted to each owner of a lot within Pine Glades Townhomes, their heirs, successors, and assigns for purposes of access to and from said lots;

that those portions of Common Area, Lot H, divided into Limited Common Elements as denoted by LCE followed by the number of the associated lot, are reserved for the exclusive use and enjoyment of the owner of such lot, subject to easements of sight and or of record including those granted hereon and subject to the rights of such owner, his heirs and assigns, and of the Homeowners Association and its authorized representatives to enter upon said Limited Common Elements for the purpose of installing, maintaining, or inspecting utility facilities serving this subdivision;

that non-exclusive easements across the Common Area, Lot H, including all of the Limited Common Elements, are hereby granted to Lower Valley Energy and those other utility companies, their successors and assigns serving this subdivision for installation, maintenance and repair of the utility services for the subdivision as shown hereon;

that the undersigned owner reserves the right to vacate and replat Lot F and Lot G into a total of 12 condominium units and common area pursuant to the Final Development Plan;

that the undersigned owner reserves the right to vacate and replat Lots A, B, C, D and E into a total of 13 townhome lots pursuant to the Final Development Plan;

that the undersigned reserves the right to assign appurtenant Limited Common Elements to condominium units and lots (either individually or collectively) to be created upon the vacation and replat of Lots A-G by recording such replat(s) and/or by recording a supplemental declaration;

that all easements, rights, obligations and burdens created by this plat shall be binding upon and inure to the benefit of the lots and all additional lots and/or condominium units created by the vacation and replat of lots pursuant to the reserved rights of the undersigned;

that access across the Common Area, Lot H, and in and through the Three-Dimensional Access Easement Across Lots 1-14 & A-E is hereby granted to emergency vehicles, including ambulances, fire-fighting vehicles, and police vehicles;

that the undersigned owner reserves unto itself, its heirs, successors, and assigns the right of ingress and egress across the Common Area, Lot H, for construction and other purposes relating to this subdivision and the right to grant unto other parties non-exclusive easements across Common Area, Lot H;

that the seller does not warrant to the purchaser that he or she shall have any rights to the natural flow of any stream within or adjacent to the subdivision;

that Wyoming law does not recognize any riparian rights with regard to the natural flow of a stream or river for persons living on the banks of the stream or river;

that all rights under the Homestead Exemption Laws of the State of Wyoming are hereby waived and released;

that Lot 9 of Block 7 of the Aspen Hill Lots is hereby vacated, hereby now being a portion of PINE GLADES TOWNHOMES PHASE ONE ADDITION TO THE TOWN OF JACKSON;

that in accordance with said Section 34-12-110, Wyoming Statutes, the Teton County Clerk is respectfully requested to write "vacated" across Lot 9 of Block 7 of the Aspen Hill Lots recorded in said Office as Plat No. 124.

PINE GLADES DEVELOPMENT, LLC
a Wyoming limited liability company

BY: Fluid Capital, LLC
a Washington limited liability company
ITS: Manager

BY: Jeffrey S. Hussey
ITS: Manager

SIGNATURE BY SEPARATE AFFIDAVIT

FINAL PLAT

# PINE GLADES TOWNHOMES PHASE ONE ADDITION TO THE TOWN OF JACKSON

BEING
LOT 9 BLOCK 7 ASPEN HILL LOTS
TOGETHER WITH UNPLATTED LANDS LOCATED WITHIN
NE1/4SE1/4 SECTION 33
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING

1285

SHEET 2 OF 7

Project No. 22-41-16-33-2A 22-41-16-33-2A_fp1rev2.dwg 04/22/09 05/15/09 12/31/09 02/08/10

LEGEND

- ■ INDICATES A STEEL PIPE WITH A BRASS CAP INSCRIBED "RLS 164" AND APPROPRIATE DETAILS FOUND THIS SURVEY; WYOMING CORNER RECORD ON FILE
- ◩ INDICATES A STEEL PIPE WITH A BRASS CAP INSCRIBED "RLS 376" AND APPROPRIATE DETAILS FOUND THIS SURVEY; WYOMING CORNER RECORD ON FILE
- ◪ INDICATES A STEEL PIPE WITH A BRASS CAP INSCRIBED "PHILIP G. MORTON" AND APPROPRIATE DETAILS FOUND THIS SURVEY; WYOMING CORNER RECORD ON FILE
- □ INDICATES A STEEL PIPE WITH A DOA–USFS TYPE BRASS CAP INSCRIBED WITH APPROPRIATE DETAILS FOUND THIS SURVEY
- ⬕ INDICATES A STEEL PIPE WITH A BRASS CAP INSCRIBED "PLS 6447" AND APPROPRIATE DETAILS SET THIS SURVEY
- ◑ INDICATES A T–SHAPED STEEL STAKE WITH A CHROME CAP INSCRIBED "RLS 164" FOUND THIS SURVEY
- ◓ INDICATES A T–SHAPED STEEL STAKE WITH A CHROME CAP INSCRIBED "PE&LS 578" FOUND THIS SURVEY
- ○ INDICATES A T–SHAPED STEEL STAKE FOUND THIS SURVEY
- ● INDICATES A 5/8 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 6447" SET THIS SURVEY

EXTERIOR PROPERTY LINE
TOWNHOME LOT LINE
TOWNHOME LOT LINE COINCIDENT WITH EASEMENT
LOT LINE TO BE VACATED BY THIS SUBDIVISION
ADJACENT PROPERTY LINE
EASEMENT
CENTERLINE OF EASEMENT
LIMITED COMMON ELEMENT
THREE–DIMENSIONAL ACCESS EASEMENT (SEE CROSS–SECTION DETAILS ON SHEETS 4–6)

LCE — LIMITED COMMON ELEMENT AND ASSOCIATED LOT NUMBER
D–( ) DECK–LOT NUMBER
P–( ) PARKING–LOT NUMBER
DR–( ) DRIVEWAY–LOT NUMBER

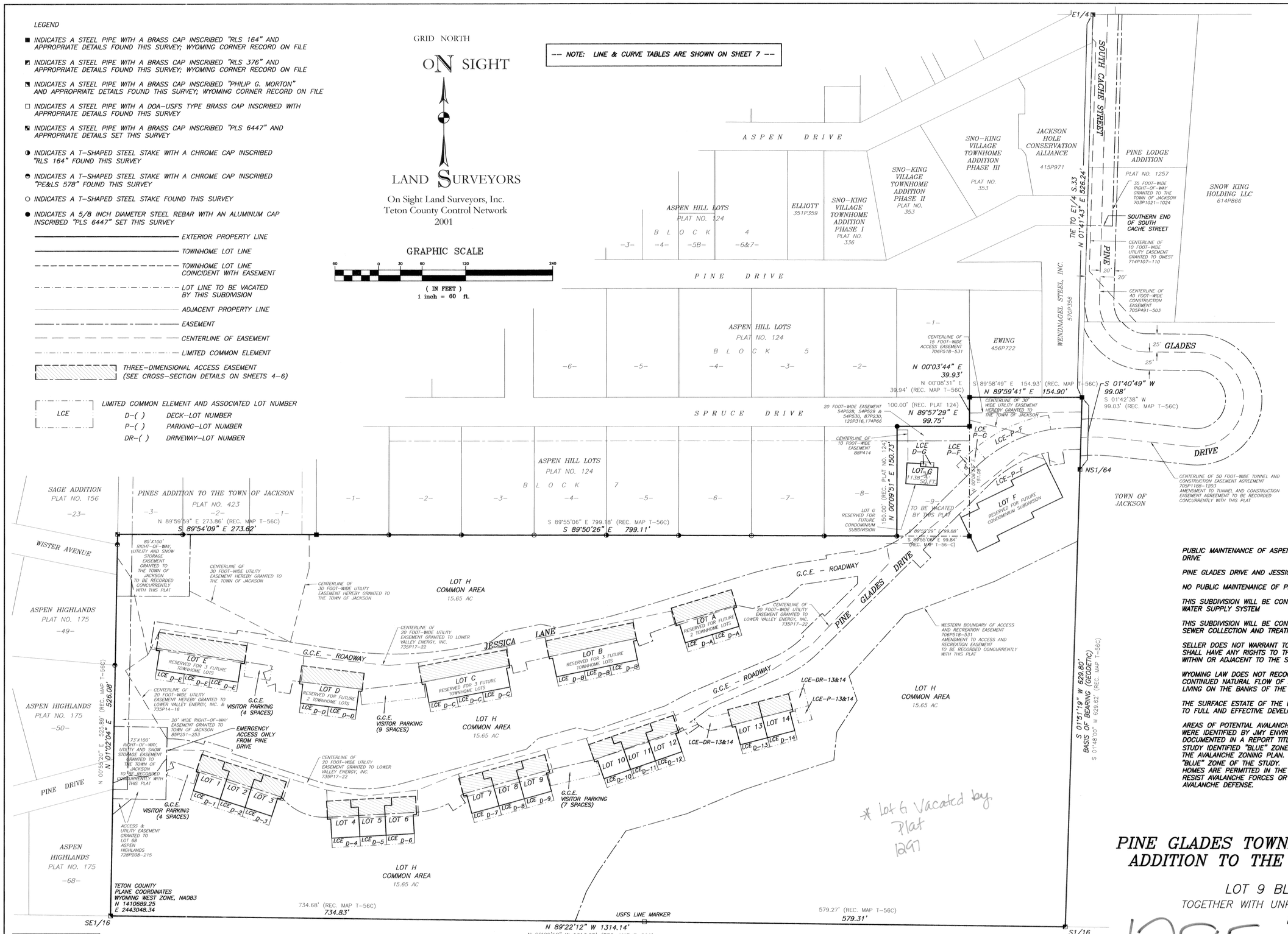
GRID NORTH

ON SIGHT LAND SURVEYORS

On Sight Land Surveyors, Inc.
Teton County Control Network
2001

GRAPHIC SCALE
60 0 30 60 120 240
( IN FEET )
1 inch = 60 ft.

-- NOTE: LINE & CURVE TABLES ARE SHOWN ON SHEET 7 --




FOR FURTHER DETAIL, REFER TO THE THE FOLLOWING SHEETS:

| | SHEET NO. |
|---|---|
| LOT 1 | 6 |
| LOT 2 | 6 |
| LOT 3 | 6 |
| LOT 4 | 6 |
| LOT 5 | 6 |
| LOT 6 | 6 |
| LOT 7 | 6 |
| LOT 8 | 6 |
| LOT 9 | 6 |
| LOT 10 | 5 |
| LOT 11 | 5 |
| LOT 12 | 5 |
| LOT 13 | 5 |
| LOT 14 | 5 |
| LOT A | 4, 5 |
| LOT B | 4, 5 |
| LOT C | 6 |
| LOT D | 6 |
| LOT E | 6 |
| LOT F | 4 |
| LOT G | 4 |
| LOT H | 4, 5, 6 |

PUBLIC MAINTENANCE OF ASPEN DRIVE, PINE DRIVE, AND SPRUCE DRIVE

PINE GLADES DRIVE AND JESSICA LANE ARE PRIVATE ROADS

NO PUBLIC MAINTENANCE OF PINE GLADES DRIVE AND JESSICA LANE

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY SYSTEM

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON SEWER COLLECTION AND TREATMENT SYSTEM

SELLER DOES NOT WARRANT TO THE PURCHASER THAT HE OR SHE SHALL HAVE 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 ANY STREAM OR RIVER FOR 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

AREAS OF POTENTIAL AVALANCHE HAZARD WITHIN THIS SUBDIVISION WERE IDENTIFIED BY JMY ENVIRONMENTAL CONTRACTING AND DOCUMENTED IN A REPORT TITLED DATED SEPTEMBER 23, 2007. THIS STUDY IDENTIFIED "BLUE" ZONES, AREAS OF MODERATE HAZARD IN THE AVALANCHE ZONING PLAN. LOT F AND LOT G LIE WITHIN THE "BLUE" ZONE OF THE STUDY. ACCORDING TO THE STUDY, PRIVATE HOMES ARE PERMITTED IN THE BLUE ZONE IF THEY ARE DESIGNED TO RESIST AVALANCHE FORCES OR ARE OTHERWISE PROTECTED BY AVALANCHE DEFENSE.

FINAL PLAT

# PINE GLADES TOWNHOMES PHASE ONE ADDITION TO THE TOWN OF JACKSON

BEING
LOT 9 BLOCK 7 ASPEN HILL LOTS
TOGETHER WITH UNPLATTED LANDS LOCATED WITHIN
NE1/4SE1/4 SECTION 33
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING

1285

SHEET 3 OF 7


On Sight LAND SURVEYORS, INC.
265 North Glenwood
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131



Project No. 22–41–16–33–2A 22–41–16–33–2A_fp1rev2.dwg 04/22/09 05/15/09 12/31/09

SCANNED
P14.062

PLANNING & BUILDING DEPARTMENT

October 24, 2014

Brenda Wylie
P.O. Box 4574
Jackson, Wyoming 83001

Re: Item P14-062
30 Pine Glades Drive

Dear Ms. Wylie:

This letter is to confirm that on October 22, 2014, the Town of Jackson Planning Director **approved** your request for a Minor Deviation to relocate the approved pathway connecting Pine Glades Townhomes to the Town of Jackson "Sink or Swim" pathway subject to the departmental reviews attached hereto.

Please note that any revisions to the Final Development Plan shall be reviewed and approved by the Planning Director. Approval of any changes to the Final Development Plan shall be in accordance with Section 51200.J. Minor Deviations and 51200.K. Amendment to a Development Plan permit of the Town of Jackson Land Development Regulations.

Should you have any questions, please feel free to contact me at 733-0440, Ext. 1302.

Respectfully,

Lindsay Kissel

Lindsay Kissel
Senior Planner

# Project Plan Review History

**Project Number** P14-062
**Project Name** Pine Glades Trail Relocation
**Type** MINOR DEVIATION
**Subtype**
**Status** STAFF REVIEW

| | | |
|---|---|---|
| **Applied** | 8/11/2014 | TV |
| **Approved** | 8/18/2014 | TV |
| **Closed** | | |
| **Expired** | 8/18/2014 | TV |
| **Status** | | |

**Applicant** Brenda Wylie
**Owner** PINE GLADES DEVELOPMENT, LLC

| Site Address | City | State | Zip |
|---|---|---|---|
| 30 Pine Glades Drive | Jackson | WY | 83001 |

**Subdivision**
**Parcel No** 22411633438006
**General Plan**

| Type of Review / Contact / Notes | Status | Dates: Sent | Due | Received | Remarks |
|---|---|---|---|---|---|
| Legal<br>Audrey Cohen-Davis | APPROVED W/COND | 8/12/2014 | 9/2/2014 | 9/2/2014 | |
| Planning<br>Lindsay Kissel | APPROVED | 8/12/2014 | 9/2/2014 | 10/24/2014 | |
| Public Works<br>Jeremy Parker | APPROVED W/COND | 8/12/2014 | 9/2/2014 | 8/13/2014 | |

The new location wil need to be delineated on a Pathways Easement or amended Plat.

## Lindsay Kissel

**From:** Brenda Wylie [brenda@wyliefirm.com]
**Sent:** Wednesday, October 22, 2014 3:38 PM
**To:** Lindsay Kissel
**Cc:** koehler.jack@gmail.com
**Subject:** FW: Pine Glades and Shade Monkey
**Attachments:** Shade Monkey Map.pdf

Thank you Jack. I have Lindsay at the Town to this e-mail. Regarding the old trail, that was my understanding as well - that the stone and material would be pushed up in a mound at the turn area so that is would deter people from riding over it.

Lindsay, can you let me know if you need anything further from me? See attached and below.

Best regards,
Brenda

Wylie Law Firm LLC | 320 E. Broadway, P.O. Box 4574, Jackson, Wyoming 83001 | work 307-733-6688 | mobile 307.690.4181 | brenda@wyliefirm.com

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-----Original Message-----
From: Jack Koehler [mailto:koehler.jack@gmail.com]
Sent: Friday, October 17, 2014 4:39 PM
To: Brenda Wylie
Cc: Katherine Dowson
Subject: Pine Glades and Shade Monkey

Hi Brenda,
I finally found time to put together the map you requested. We have an accurate GPS track of the finished trail alignment, including where it crosses town land that we could make available to Todd Cederholm if we need a better map to describe an access easement. It is in out GIS system and can be easily shared. Let me know if you need help with this if the attached map is not sufficient.

As I recall it, I was to write the town and let them know that FOP would be responsible for the trail build. I feel fine saying the trail is built. There is restoration work, related to

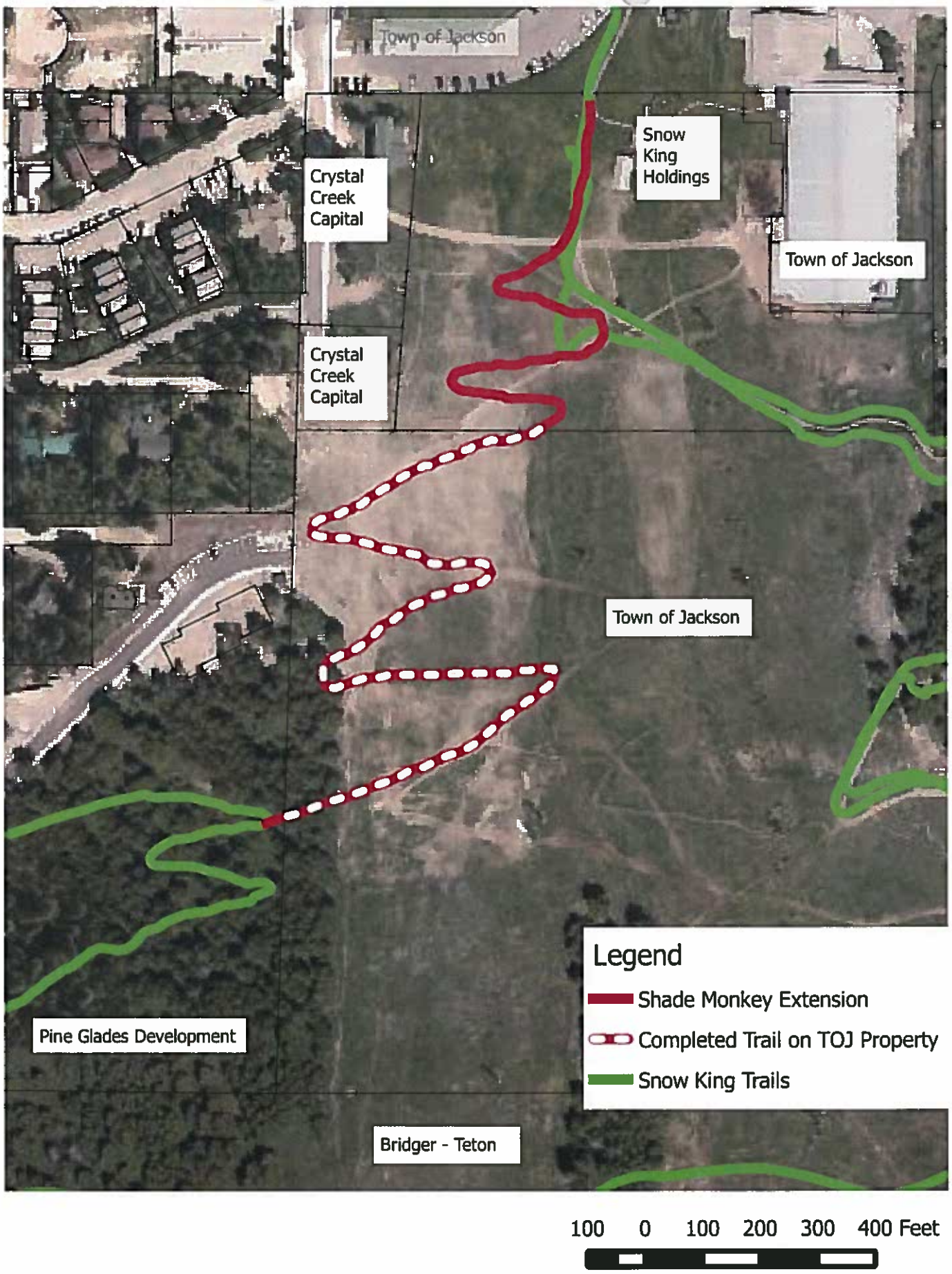
the new trail that should take place, but it is a drop in the bucket compared to the total amount of clean up and restoration that is still to be done from all the snow making and other trail work. It's a bit overwhelming how trashed the place looks right now.

As far as the old trail down to the development, I recall we were to rework the new junction at the top of the new trail to direct bike and hikers out on to Snow King or up the shade Monkey trail. This was to be accomplish by adding some stone steps or other natural material that would be awkward to ride or step over. We were going to leave the old trail in place. Can you please verify my understanding? The kiosk at Pine Glades has been removed.

If there is anything else you would like us to accomplish please let me know.

Thanks,
Jack

--
Jack Koehler
koehler.jack@gmail.com
PO Box 3791 Jackson, Wyoming 83001
307 413 6018


Town of Jackson
Snow King Holdings
Crystal Creek Capital
Town of Jackson
Crystal Creek Capital
Town of Jackson
Legend
Shade Monkey Extension
Completed Trail on TOJ Property
Snow King Trails
Pine Glades Development
Bridger - Teton
100 0 100 200 300 400 Feet

## Tyler Valentine

**From:** Chris Owen <chris@friendsofpathways.org>
**Sent:** Monday, April 15, 2019 12:24 PM
**To:** Tyler Valentine; Jack Koehler; Brian Schilling
**Subject:** Re: Scanned from a Xerox Multifunction Printer
**Attachments:** Pine Glades Access-03.jpg

Hey Tyler good to meet you this morning, heres a quick recap of the work we have done just for the record. Jack and Brian I included you in case I missed anything. In 2011 FOP worked with town and Pine Glades to build the Shade Monkey Trail from one of the higher lots on Pine Glades Dr. to the USFS boundary. In 2014 FOP worked with Snow King to extend Shade Monkey to the base of the Cougar lift utilizing their old horse trails to provide an in town access point to the national forest. It was either that summer or the next that we closed the spur of the trail that accessed Pine Glades at the higher lot on Pine Glades Dr. As mentioned in the email we built a small retaining wall of rocks to support the main leg of the trail and clearly channel people onto the Snow King ski area and the lower portion of Shade Monkey. We left the old trail bench to pine glades and removed the kiosk at the higher lot. As of last summer 2018 it looked rarely used but there were some track and matted grass along the fence line of construction at that higher lot, seemingly from folks in the neighborhood walking around the construction to access the trail. We can certainly go in and put a hard closure on the trail by dropping trees, reseeding etc. FOP worked again with Pine Glades in 2017 to build the new access point just above the tunnel. The USFS wanted to adopt the user created trail to the 5th switchback on the Shade Monkey Trail so we worked with the contractor to move some of the large rock lining that northeast corner of the property to line a trail that we constructed, lined with gravel, and added one of the new trail wayfinding signs to denote an official trail.

The access point from Wister Ave. to the trail system on the national forest does look doable by traversing below Jessica Lane and tying in at the staircase at the end of the retaining wall to gain access back to the road and the access trail mentioned above on the northeast corner of the property. This would involve roughly $3000 worth of work as compared to the other alternative of trying to build a trail along the western property boundary which is steep and would require a much larger staircase construction out of railroad ties or something similar for approximately 500 vertical feet up the hillside. This would be more costly due to the railroad ties, rebar, more labor etc.

Thanks Tyler,

Chris

On Mon, Apr 15, 2019 at 10:00 AM Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

> Jack,
>
> Good chatting with you earlier. I am trying to verify in writing that the portion of trail in front of the duplex at 140 Pine Glades Drive (which connected to Shade Monkey) was vacated and relocated adjacent to the upper opening of the tunnel. Attached is a correspondence between you and Brenda Wylie and Lynsey Kissel which appears to confirm the trail vacation/re-location.
>
> Also, if there are any obligations of the developer to upgrade the new trail connector, please let me know via site inspection. Also, a cost estimate would be helpful so we can have them bond for those improvements.
>
> Thanks, Tyler V.

733-0440 x1305

Sent from my iPhone

Begin forwarded message:

**From:** <PlanningXerox@townofjackson.com>
**Date:** April 15, 2019 at 9:52:46 AM MDT
**To:** "Valentine, Tyler " <tvalentine@jacksonwy.gov>
**Subject: Scanned from a Xerox Multifunction Printer**
**Reply-To:** <PlanningXerox@townofjackson.com>

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Sent by: Guest
Number of Images: 3
Attachment File Type: pdf, Multi-Page

Sent from Town of Jackson Planning Department Xerox

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--
Chris Owen
Trails Program Manager
Friends of Pathways
307-733-4534

Snow King TH
New Access Trail
Access Trail from Wister Ave.
Old Access Trail
Shade Monkey

NO
Trespassing
Private Property
NO
Trespassing
Private Property

CAUTION
SPEED
LIMIT
10
NO
Trespassing
Private Property

# Visual Impact Analysis

**Pine Glades Development, LLC**

*The Pine Glades visual impact analysis has three different presentations: a comparative view of similar, neighboring properties; a comparative cross-section of foreground clearing; and a 3-D modeling of the site with proposed buildings and roadways.*

## Comparative View of Similar, Neighboring Properties:

Snow King Estates and Aspen Highlands, two developments built on similar slopes with similar tree density as the proposed Pine Glades development, have nominal visibility from US Highway 89 as illustrated in a picture taken from the National Wildlife Museum.

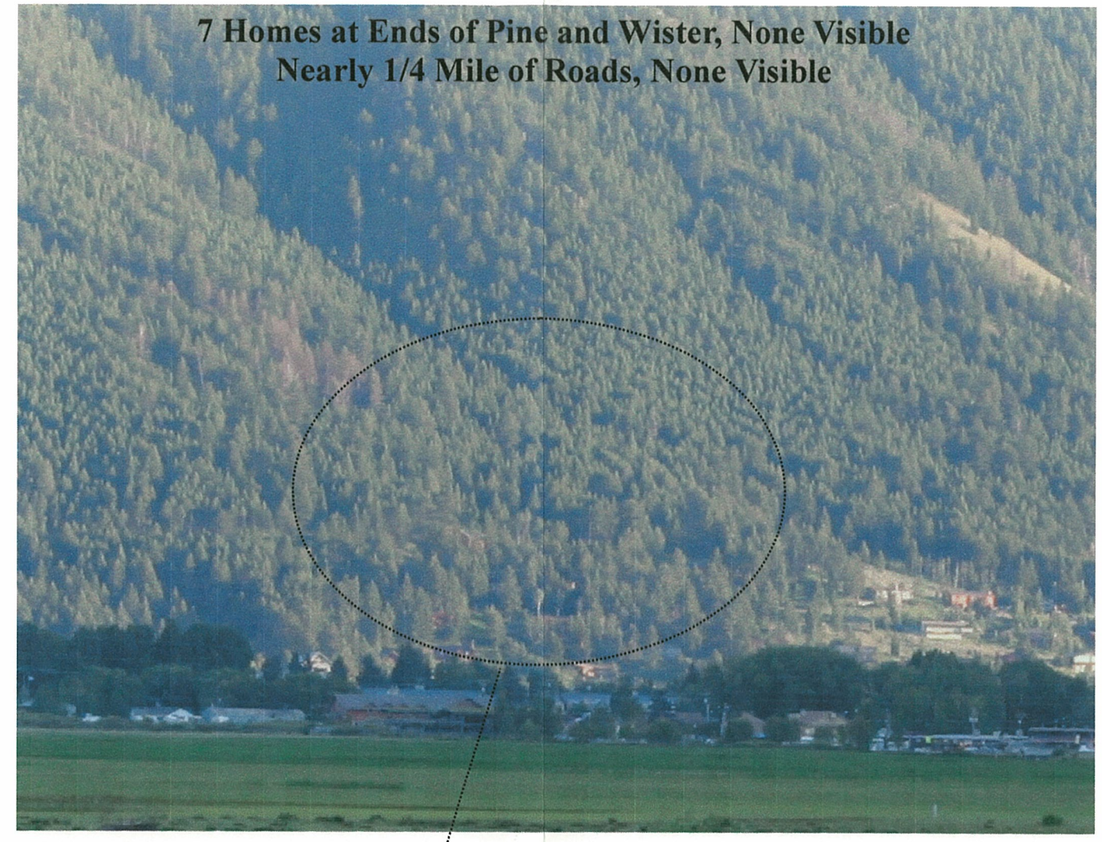
## Comparative Cross-Section of Foreground Clearing:

The Pine Glades design seeks to minimize visual impact by incorporating drive aisles and parking areas below the buildings, eliminating the need for individual driveways and minimizing site disturbance and lot coverage by terracing parking and living uses. To illustrate the impact minimized disturbance has on visual impact, see the cross-section of the DeFazio single family residence under construction at 695 Pine Drive vs. a cross-section of the proposed Pine Glades town homes, attached hereto. The 160 feet of foreground clearing between the DeFazio roofline and the Moeller roofline, includes: DeFazio's house, driveway and yard, Pine Drive, and Moeller's driveway, yard and house. To the contrary, the proposed Pine Glades development has a nominal foreground clearing and as a result has nominal visual impact.

## 3-D Modeling of Site with Proposed Buildings and Roadways:

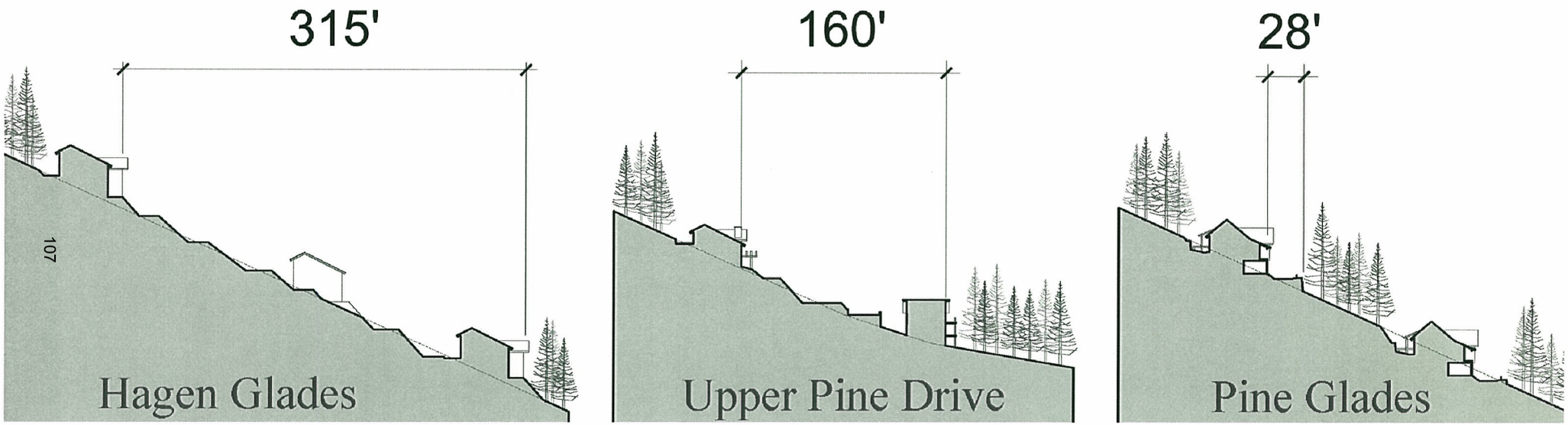
The revised 3-D analysis provides a life like animation of the proposed Pine Glades community. To ensure accuracy, after buildings and roadways were mapped and all trees with a five inch or greater trunk diameter were surveyed, a fuel management specialist from the Teton Science School determined which trees were to be removed in order to provide appropriate defensible space, as well as locations for trees to be added to further reduce visibility of the Pine Glades development from town.

# Visibility of Other Hillside Neighborhoods Surrounding Snow King from North of Town



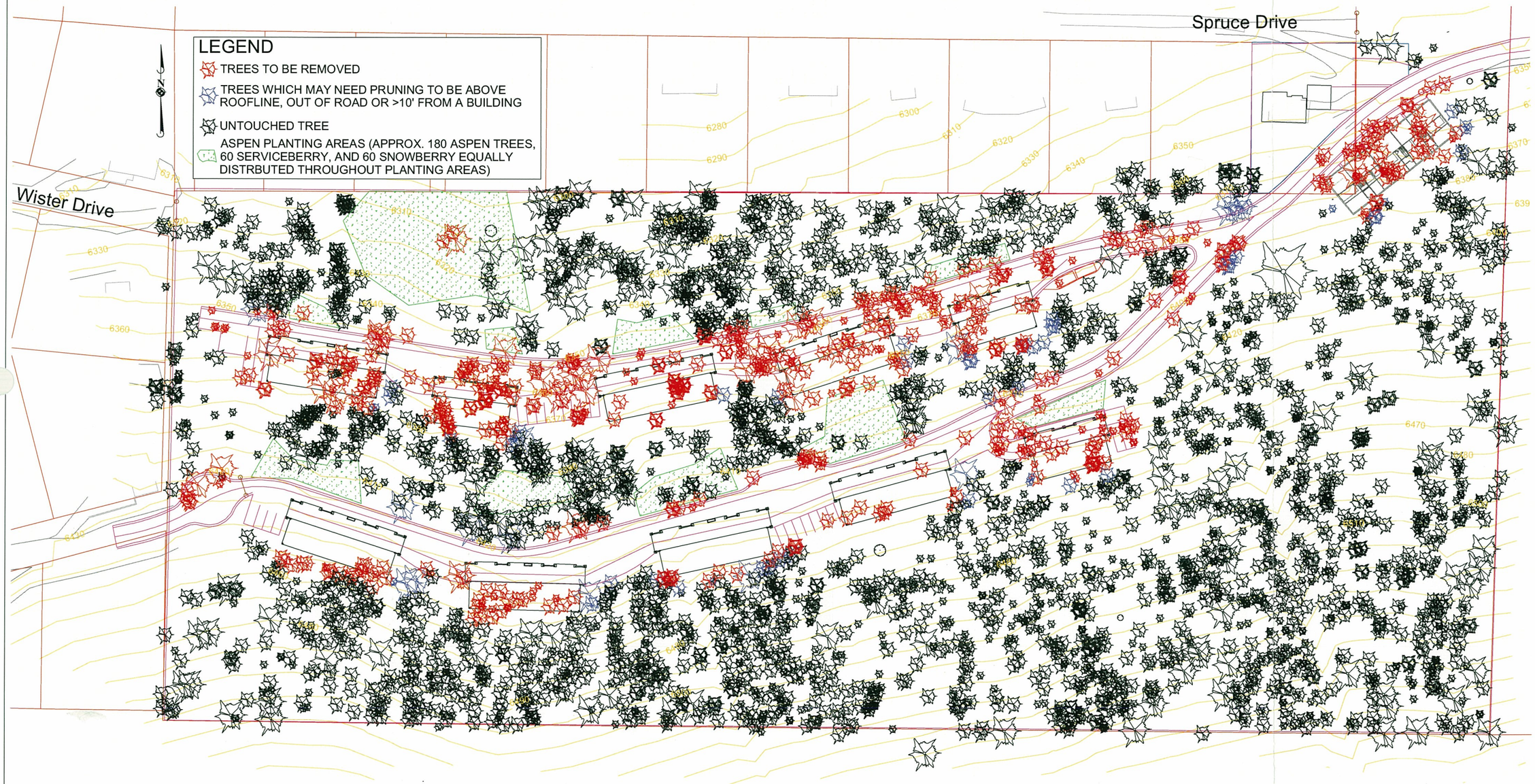
# Pine Glades Development, LLC

Comparative Cross-Section of Foreground Clearing



**View of DeFazio and Moeller Houses**
**The distance between the tree lines is approximately 160 Feet.**

**Same picture as above only take behind the red truck**
**Notice the distance between the tree lines in approximately 28 feet**




PREPARED BY: DWT
DATE: 9-25-07
REV DATE:

DAVE TAYLOR & ASSOCIATES, INC.
70 S. KING STREET, P.O. BOX 11870
JACKSON, WYOMING 83002
(307) 734-5245

DRAWING TITLE:
**TREE SURVEY USED FOR VISIBILITY STUDY**

PROJECT TITLE:
**PINE GLADES**
**FINAL DEVELOPMENT PLAN**
**PUD & CUP**

PROJECT NUMBER:
05-019

DRAWING NUMBER:
S8A

# Landscape Plan

**Pine Glades Development, LLC**

Currently the subject property is dominated by a mature Douglas Fir forest with over 3,000 trees in excess of 6" in diameter. Limited numbers of Aspen trees, serviceberry, snowberry and chokecherry occur in the canopy openings of the Fir. The duff layer, which varies in depth from 1" to 6", is covered with moss, lichen or fungi. As such the forest can be characterized as mature, homogeneous with very little sunlight penetration resulting in low plant species diversity.

The project plant unit requirement is calculated to be 42 units. Given the large number of existing trees the applicant requests that the plant unit requirement be satisfied by credit for existing vegetation. This request is supported by the table entitled "Landscape Requirements" which indicates the plant units required, and compares this requirement (utilizing Plant Unit Alternative B) to the existing vegetation, as well as the additional material proposed to address the Fuels and Vegetation Management Plan.

The applicant has completed a Fuels and Vegetation Management Plan for the project area. This plan identifies areas to be cleared of mature Doug Fir trees and replanted with Aspen overstory and Serviceberry/Snowberry understory. These areas (and the requisite plant numbers) are identified on the Landscape Plan and intended to provide fire barriers for the proposed development. Exact placement of the plant material within the designated areas will be accomplished by a representative from Teton Science School Conservation Research Center and the Teton County Fire Marshall during the construction process to insure maximum effectiveness.

As demonstrated by the visual analysis presented during the Sketch Plan hearings the applicant is sensitive to the visual impacts of the development as viewed from points in the Town of Jackson. In order to address these impacts the developer is committed to preserving as many existing trees as possible during construction and planting up to 100 additional trees for screening purposes. In order to maximize their effectiveness, these plantings will be located after building construction. Accordingly, these plantings are not indicated on the Landscape Plan.

# Landscaping Requirements
## Suburban Residential Zoning District
(LDR §4160)

| **Plant Units Required:** | | | Plant Units per unit | | Plant Units Required |
|---|---|---|---|---|---|
| Dwelling units | 39 dwelling units | x | 1 | = | 39 |
| Parking | 37 outdoor spaces | x | 1/12 | = | 3 |
| | | | | | 42 |

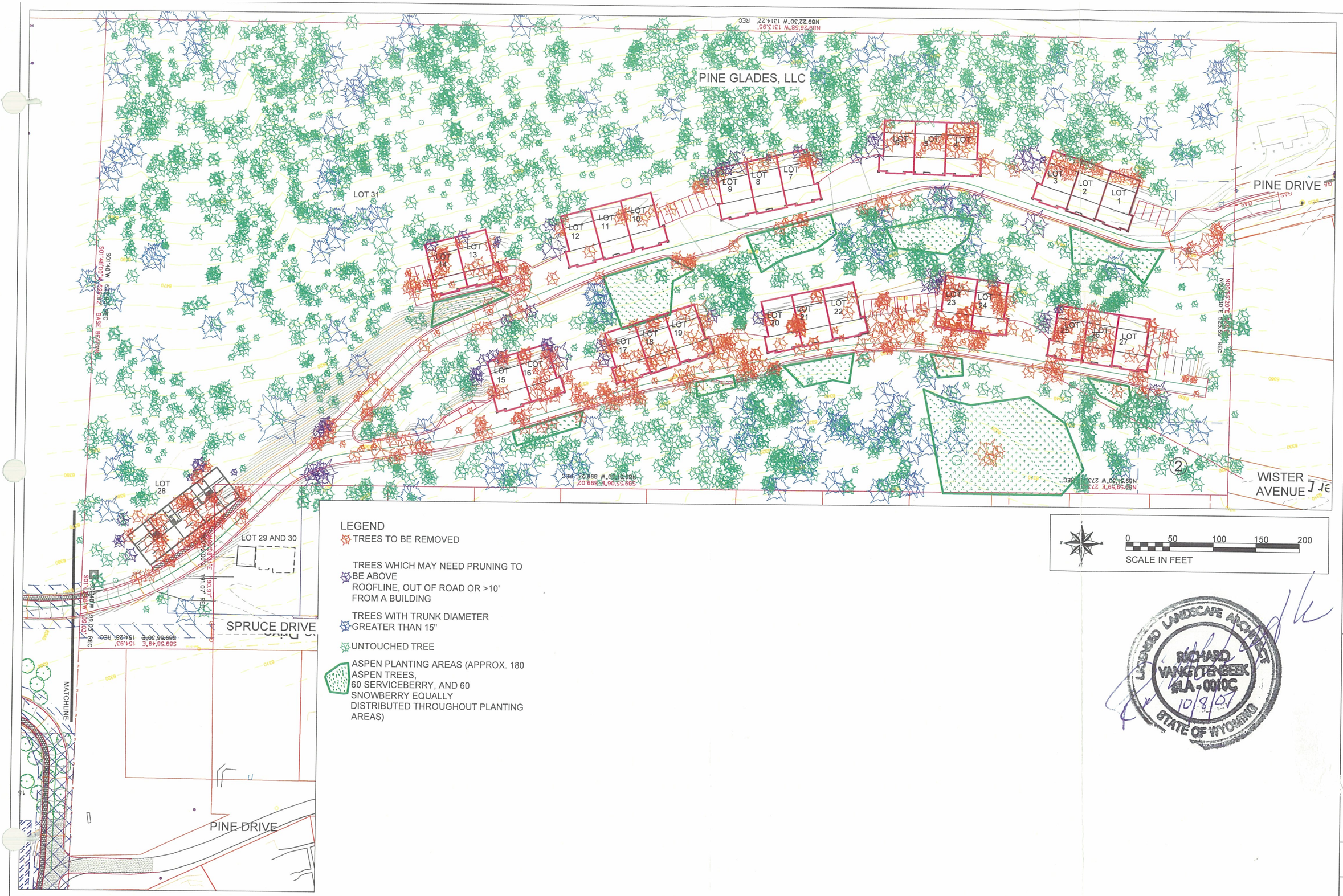
| **Required vs. Proposed Plants:** | Plants per Plant Unit* | | | | Total Plants Required | | Exising & Proposed Plants** | Surplus Over Req.'d |
|---|---|---|---|---|---|---|---|---|
| 8' & Larger Evergreen Trees (Douglas Fir) | 3 | x | 42 | = | 126 | vs | >2,800 | >2,670 |
| 3" & Larger Canopy Trees (Aspen) | 2 | x | 42 | = | 84 *** | vs | 240 | 156 |
| #5 & Larger Container Shrubs (Service & Snowberries) | 2 | x | 42 | = | 84 | vs | >220 | >140 |

* Using Plant Unit Alternative B by way of example to show magnitude of surplus over requirement

| * Existing & Proposed Plants: | Exiting Plants Remaining After Construction | New Plantings | Total |
|---|---|---|---|
| 8' & Larger Evergreen Trees | > 2,800 | t.b.d. | >2,800 |
| 3" & Larger Canopy Trees | 60 | 180 | 240 |
| #5 & Larger Container Shrubs**** | > 100 **** | 120 | >220 |

*** Although credit not taken here, bike racks at each building (11) reduce the required plantings by 11 canopy trees

**** There are over 100 shrubs 5~6' tall. The property is, in fact, carpeted with small shrubs probably numbering in the thousands




Prepared By: JFH
Date: 11-03-05
Rev. Date: 09-26-07

RENDEZVOUS ENGINEERING, P.C.
P.O. BOX 4858 JACKSON, WYOMING 83001
25 SOUTH GROS VENTRE STREET
PHONE - 307.733.5252 FAX - 307.733.2334

DRAWING TITLE:
PROPOSED LANDSCAPE PLAN

PROJECT TITLE:
PINE GLADES
FINAL DEVELOPMENT PLAN

PROJECT NUMBER:
05-019

DRAWING NUMBER:
L1

270 West Pearl, Suite 103
P. O. Box 3070
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307.734.1908
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LONG REIMER WINEGAR
LONG | REIMER | WINEGAR | BEPPLER LLP

ERIKA M. NASH
PARTNER

ADMITTED IN WY
enash@lrw-law.com

WITH ATTORNEYS ADMITTED IN
WY CO UT CA ID MT NE ND AZ & WA

June 26, 2019

Town of Jackson
Planning & Building Department
Attn: Tyler Sinclair, Director
P.O. Box 1687
Jackson, WY 83001

***Via Email:*** tsinclair@jacksonwy.gov

Town of Jackson
Lea M. Colasuonno,
Interim Town Attorney
P.O. Box 1687
Jackson, WY 83001

***Via Email:*** lcolasuonno@jacksonwy.gov

*Re: Compliance with Pine Glades Planned Unit Development; Other*

Dear Mr. Sinclair and Ms. Colasuonno,

As you are aware, my office, along with Bill Collins of Collins Planning Associates, Todd Cedarholm of On Sight Land Surveyors Inc., Dave Myers of Mountain Home Building, and Carolyn Burke of Sagebrush Architect Services, are working together with Pine Canyon, LLC, the current owner of portions of Pine Glades Planned Unit Development, to complete this development in a timely manner. Specifically, approximately 1.5 years ago, Pine Canyon, LLC, purchased the remaining development rights of this development comprising of the two unit duplex currently under construction in Phase 1 and the entire Phase 2 of the development (often referred to herein as "Pine Glades").

Pine Glades was originally approved by the Town of Jackson approximately twelve years ago in 2007, when the development was owned then by Dave Taylor, who ultimately never completed the development and apparently failed to make good on many of his promises to homeowners inside Pine Glades and neighboring properties, and to the Town of Jackson itself. Pine Canyon LLC purchased the remaining development rights and has been diligently working to understand the scope of the development and quickly start to address what amounts to over ten years of deferred maintenance issues, including but not limited to completing Phase 1, while working towards starting and completing Phase 2, which requires the final step of the Town of Jackson and Pine Canyon entering into a Development Agreement.

When on behalf of Pine Canyon, its advisors reviewed the title report for the development which included all Covenants, Conditions and Restrictions ("CC&Rs"), plats, recorded easements,

and restrictions of title. The team also reviewed the development file with the Town of Jackson Planning and Building Department and submitted and received responses to a detailed Zoning Compliance Verification prior to purchasing the property. The town's February 17, 2017 ZCV stated that the staff was unaware of any outstanding easement requirements for the entire Pine Glades PUD and further stated that the staff was not aware of any additional outstanding conditions or requirements that would prevent the issuance of building permits on the remaining unbuilt townhomes. The title was clear and the development plan, coupled with the Town's ZCV response, was clear also regarding what was left to be completed and the outstanding obligations and requirements for the Pine Glades developer. These remaining items included the construction of the final two unit duplex in Phase 1, constructing a trails system that accesses the existing adjacent trails on Snow King and in Bridger Teton National Forest, and construction of all of Phase 2, including some of the Phase 2 infrastructure which requires the Town and the new owner enter into a Development Agreement.

As the Pine Glades team worked toward a development agreement and several modifications the new owner initially wished to make to the PUD, we learned that the Town Planning Department required an easement of non-vehicular access for the general public to travel on the two private roads within the Pine Glades PUD. We very much disagree that any such requirement was imposed on the original Pine Glades PUD or can be imposed now. In an attempt to resolve this disagreement, on March 22, 2019, Pine Canyon agent Bill Collins, provided the Town planners and then-attorney Audrey Cohen-Davis, a memo written by Todd Cedarholm that was accompanied with several exhibits that demonstrated that no such public access was ever required or recorded on the private roads in the PUD. Mr. Collins asked that in turn, the Town staff review their files and provide a response memo with supporting evidence that the staff believes supports the assertion that non-vehicular access is required as a PUD condition on the private roads.

Thus, we now are in receipt of your compliance letter dated May 28, 2019, which purports to contain all outstanding items/conditions for this development as well as all evidence you believe supports the Town's assertion that non-vehicular public access is or must be granted over the Pine Glades private roads. Thank you also again for agreeing at our meeting on June 17, 2019 to discuss the compliance letter in general terms, where you agreed to extend the unilaterally imposed initial compliance deadlines in that letter to July 1, 2019 in order to give us adequate time to review and respond to the compliance letter. As set forth in greater detail below, Pine Canyon, its consultants and its legal team, do not believe that a public easement for non-motorized access currently exists over the private roads in the Pine Glades development, nor do they believe that such non-motorized access easement was ever an approved condition of the development. However, Pine Canyon is proposing an improved trail system, attached hereto as **Exhibit 1**, (the "Current Trail Proposal") that will provide public access on the Pine Glades development's private property while maintaining the roads located within the development as private roads. To the extent necessary, this trail system will only necessitate public access onto the cul-de-sac at the western end of Pine Glades Drive for the public to access two trails that traverse uphill and downhill from that point on the road. This would be the only location where the public needs access on private roads located within the development, which we believe, will satisfy the intent of the original developer's promise to the members of the public, which is to allow the public to gain reasonable access to the

trail systems on this private development that cross and hook into trails on Snow King Mountain and in the Bridger Teton National Forest.

Of Phase 1, there are 12 market townhomes (both duplex and triplex), 2 affordable condominium units (duplex), and 7 affordable townhome units (all attached), and as previously mentioned, a duplex that remains to be completed. At this time, Phase 2 includes 13 market townhome units consisting of three triplexes and two duplexes, but none of those units have been constructed, nor has Jessica Lane, the road servicing Phase 2, been constructed. As most of Phase 1 has been developed and is occupied by homeowners, Phase 1 has been turned over to the Pine Glades Homeowner's Association, a nonprofit corporation filed with the Wyoming Secretary of State (the "HOA") comprised of owners of the Phase 1 constructed properties. The HOA controls the management and oversight of various common areas and community improvements in Phase 1, and enforces certain rules and restrictions in Phase 1 as guided by its Bylaws, the CC&Rs, as supplemented and amended, and the various plats. The HOA bears all maintenance rights, obligations and expenses across the roadways and sidewalks, as well as any other common areas. Thus, the HOA and not Pine Canyon, LLC, may be the successor to any right or ability to grant future easements over portions of Phase 1 of Pine Glade development, and Pine Canyon, LLC is still the developer of Phase 2, and has the right to complete the development which may include granting certain easements over Phase 2.

## I. CURRENT STATUS: NO PUBLIC EASEMENT EXISTS FOR NON-MOTORIZED VEHICLES OVER PRIVATE ROADS IN PINE GLADES.

### a. Legal Requirements to Establish an Easement

Because the creation of an easement is a transfer of an interest in real property, legal formalities are required. Generally, an easement can be created in one of two ways. First, an easement can be created by a written instrument that demonstrates the intent to convey such interest and which is signed and notarized by the party from whom the interest will pass.[1] The easement should also clearly state to whom the easement is granted and the location of the easement.[2] If an easement is created for the public, the written instrument creating the easement and recorded in the public record must have a clear indication of such intent.[3]

Second, an easement by plat can also establish the right of the public to use property, which is often referred to as a statutory dedication.[4] To establish an easement by plat to the public, the acknowledged, recorded subdivision plat must clearly establish the owner's intent to irrevocably dedicate specifically identified property to public use. Such a plat is interpreted by looking at the plain language of the plat.[5] Examples of when an easement by plat dedicates the surface of the property for public use occurs when the plat clearly indicates the public has the right to use the

1 *See* Wyo. Stat. Ann. § 34–1–106; *Whalon v. North Platte Canal & Colonization Co.*, 11 Wyo. 313 (Wyo. 1903).
2 *See* Wyo. Stat. Ann. § 34–1–141.
3 *See, e.g.*, *Yeager v. Forbes*, 2003 WY 134, ¶ 28, 78 P.3d 241, 253 (Wyo. 2003).
4 *See Owsley v. Robinson*, 2003 WY 33, ¶ 9, 65 P.3d 374 (Wyo. 2003).
5 *See* Wyo. Stat. Ann. § 34–12–104; *Owsley*, 2003 WY 33, ¶¶ 10-12.

property for such things as cemeteries, schools, bridges, and parks.[6] If for example, the plat indicates that there is an easement for utility purposes, then that is the only intended use and does not create an easement to the general public for use of the surface.[7] Furthermore, if a plat map shows a trail or road, that alone is insufficient to establish a public easement over the trail or road unless there is a clear indication on the plat or a subsequent document that the trail or road is for the general public to use.[8]

In this instance, there are two main items being discussed, public easements (non-motorized) across (1) paved sidewalks/roadways and (2) dirt trails. Currently, there are no trails established on the plat itself; the trails in current existence and those yet to be established reside on the edges of the Pine Glades subdivision, and have been illustrated on a trail map, but no written and recorded easements yet exist for the trails to the public at this time; those easement must still be granted as well, and Pine Canyon agrees that these trails and easements are a part of the requirements to the approved Pine Glades PUD. As discussed in greater detail below, there are no written and recorded easements to the public for access across the roadways either, but these easements are not a requirement of the Pine Glades PUD.

b. <u>An Easement to the Public Over Private Roadways Does Not Currently Exist.</u>

There is no disagreement that the roads within Pine Glades are private roads (the "private roads") and there is no intent to dedicate them as public roads. In general, these roads are steep, cross through a tight, blind tunnel, and run under living spaces and in front of entry doors and garages for the units; in short they are not conducive to public motor access. Further, there is no outlet at the end of the subdivision roads; everyone has to enter and leave through the same entrance, which includes the tunnel. This leaves the limited issue of whether an easement over the private roads for non-motorized access has been granted to the public. Based on our extensive review of the documents, including the exhibits attached to your May 28, 2019 letter, no easement currently exists to the public over the Pine Glades' private roads.

An access easement and a right-of-way are not one in the same. An access easement is generally granted to a specific entity for a specific purpose such as utility work/maintenance, emergency vehicle access, etc. A right-of-way is granted for travel purposes. An access easement to a municipality does not automatically grant unfettered access to the public for vehicle, pedestrian, bicycle, equestrian across the property. The Pine Glades subdivision plat grants easements to the Town of Jackson in two instances. In one instance in the certificate of owner, the Town of Jackson is granted an access easement across the entire GCE Roadway. In this note the public is never mentioned and the intent was NOT to grant general access to the public but rather to grant access to the Town of Jackson for the limited purpose of performing municipal duties such as inspections, code enforcement, water meter readings, etc. A second access easement is more specific and grants access for certain utility work and emergency access. Both of these easements mirror almost exactly the review comments made by then Town Engineer Shawn O'Malley when he reviewed the subdivision plat prior to its approval and recording. The law is very clear that an

6 *See id.* ¶ 11.
7 *See id.*
8 *See Beach v. Turim*, 287 Va. 223, 229, 754 S.E.2d 295, 298 (2014).

access easement cannot be inferred, it must be expressly granted, particularly an access easement to the public. Neither of these two easements to the Town grant access to the general public.

### i. Specific Example of Public Access Easement In the Town of Jackson

In the Town of Jackson, there is a specific example readily available where the Town required a public access easement to be granted on private roads. Specifically, in the Daisy Bush subdivision the plat clearly provides that the roads within this subdivision, Dylan Drive and Wheatleigh Way, are private roads, and that the lot owners within the subdivision bear all costs of maintenance and ownership of the roads. The current and previous plats, also however, expressly grants public access on the private roads as evidenced below:

The Daisy Bush plat 1296, Certificate of Owner – "the access and utility easement connecting Dylan Drive and Wheatleigh Way was dedicated on said Plat No. 1244 as a public right-of-way for uninhabited non-motorized access and for emergency vehicles only, and that dedication is hereby affirmed."

The Daisy Bush plat 1296, map on sheet 2 also contains the following notes attached to Dylan Drive and to Wheatleigh Way: "Town of Jackson Utility and Public Access Easement for Non-motorized and Emergency Vehicles Only."

Further the Daisy Bush plat 1244, Certificate of Owner – "that those roadway and utility easements shown hereon as Dylan Drive and Wheatleigh Way are hereby dedicated as Private roadway and utility easement for the use of the owners of the lots within this subdivision, their heirs successors, and assigns, and shall be the perpetual maintenance responsibility of the owners of lots within this subdivision. Said easements are further dedicated as public right-of-way for uninhibited (sic) non-motorized access."

Daisy Bush plat 1244, map on sheet 2 also contains the following notes attached to Dylan Drive and Wheatleigh Way: "Driveway, Utility and Public Access Easement."

This subdivision located in the Town of Jackson is a good example of where there was obviously a clear requirement and condition of the development permit process to provide to the public non-motorized access across certain roadways and then the clear language in the plat that created such easements in favor of the public. No such easement language currently exists for Pine Glades, nor was it ever a condition or requirement of the development permit that such easement language should exist.

## II. SPECIFIC RESPONSES TO EXHIBITS ATTACHED TO MAY 29, 2019 LETTER

According to Mr. Sinclair's representations in our meeting on June 17, 2019, the May 28, 2019 letter contains the complete public record, including specific Exhibits, in support of the Town's position that an access easement is to be granted to the public over private roads for non-motorized uses. From our review of the public record as demonstrated by the Exhibits, these items fall short of fulfilling the necessary requirements to establish a public easement over the private

sidewalks and roadways located in the Pine Glades development. We will address each exhibit in more detail below.

***Exhibit A***

The July 17, 2007 letter, attached as Exhibit A to the May 28, 2019 letter, is simply a public comment from a non-governmental organization expressing an opinion about a development application that was being reviewed by the Town Council; the letter did not establish a condition or easement on said application. This letter is not acknowledged or signed by the developer and has no binding effect on the developer (or successors to the developer). It simply provides Tim Young's public comment after his review of the proposed trails. The Town's May 28, 2019 letter mischaracterizes Mr. Young's letter and inserts meaning that is not evident in the plain meaning of the words in his July 17, 2007 letter. Mr. Young makes a salient statement in his July 17, 2007 letter that it is very helpful to see a public easement on all sidewalks and roads, but the Town of Jackson never acted on this suggestion as a condition to the PUD, and no such easement existed then and does not exist today.

***Exhibit B***

Similarly, the transcript of the January 7, 2008 Town Council meeting on the Pine Glades PUD sketch plan, attached as Exhibit B to the May 28, 2019 letter, containing Pine Glades developer Dave Taylor's statements made during such meeting do not meet the legal requirements of creating a condition or an easement. While the developer provided oral responses to questions, those responses again were never acted upon by the Town of Jackson. The oral statements needed to be properly memorialized to create the legal obligation the Town Planning Department now desires. It is also important to note that Dave Taylor's comments were made during a preliminary meeting in which the Pine Glades PUD sketch plan was reviewed by the Town Council and not during a meeting in which final approval was decided. The sketch plan staff report treats Pine Glades first as a sketch plan for a 39 unit PUD, and then at a later time, a Final Development Plan for a 39-unit PUD was submitted, reviewed and approved by the Town Council. There was no separate PUD approval that was granted concurrently with the sketch plan approval that can be characterized as a final decision. While the Town now relies heavily on Dave Taylor's comments in the preliminary sketch plan meeting, during the review and ultimate approval of the subsequently submitted Final Development Plan, there was absolutely no mention of Mr. Taylor's earlier comments, or the reliance on such comments, in the several pages of staff review comments, the staff report for the Final Development Plan, the Town Council's Findings of Approval, the motion of approval, the conditions of approval, or in the minutes of the Council's meeting in which approval was granted to the Pine Glades Final Development Plan PUD. In good faith, Pine Canyon relied on the written development record and did not have knowledge of the transcript that was included in your letter, but even so, such comments are not the same as an easement or a condition to grant an easement to the public. Furthermore, the transcript containing Mr. Taylor's comments was created only two months ago in April, 2019, after town staff located the tape of the 2008 meeting and had a portion of the recording transcribed to include in your May 28, 2019 letter.

***Exhibits C, D***

Exhibits C and D relate to the **trail system** and pedestrian easements that were proposed as part of the Pine Glades development; however they do not describe any easement or rights of public access on the sidewalks and private roads in the development. Rather these Exhibits detail a public trail system to access Snow King and the USFS lands. The current developer of the Pine Glades Phase 2 will complete the trail system that fulfills all obligations imposed on Pine Glades to build such a system, and these trails will be surveyed and specifically described and easements will be recorded that expressly allow to public to enjoy them in perpetuity. However, granting public access to a surveyed and specifically defined trail does not automatically or also grant public access to the private roads in the Pine Glades development.

The Final Development Plan Trail Map, attached as Exhibit D to your May 28, 2019 letter, actually provides clear evidence that a public easement was not granted over the private roads. Based on the map legend, the public ski/hiking access is delineated on the map and verbally described as being on "soft surface" trails. These trails are not shown on the private roads. The two trails passing near the S – 1 building and the affordable housing units, and appearing to connect to the private Pine Glades Drive were deleted by the Minor Deviation that Mr. Sinclair approved in 2014 (Exhibit H). The planning staff has asserted in the past that public access on the private roads is necessary to access the trails that were required per this Trail Map. However, the Current Trail Proposal will not require public access on the private roads to access the trails, except for a limited access on the western cul-de-sac described above.

The sidewalk shown on the map matches the Project Summary in Exhibit C that says pedestrian access will be provided to and from each unit within the development, however there is no allowance granted to the general public for use of the sidewalk. This sidewalk is in neither the General nor Limited Common Elements of the subdivision, but rather it passes through private townhouse lots and is subjected to a 3-dimensional access easement to other homeowners. This easement expressly prescribes the beneficiaries who enjoy the easement and the general public is not included in this specific list.

Pine Canyon has developed a plan to provide public access easements through trails, but not public easements over the private roads, *see* **Exhibit 1**. The Current Trail Proposal includes a trail system shown on the enclosed map, except for the two trails that were deleted by the Minor Deviation, with the following revisions: 1) reinstate the western trail that traverses uphill from the Pine Glades Drive cul-de-sac that was deleted by a Minor Deviation Mr. Sinclair approved in 2011; 2) construct a newly proposed trail that traverses downhill from the same cul-de-sac and connects to a trail that traverses the lower hillside; and, 3) extend to the existing Snow King trail network the lower trial that will traverse the lower hillside below future phase 2. This extension of the lower trail replaces any trail that was moved from the S – 1 vicinity to the upper end of the tunnel.

***Exhibit E***

The Subdivision Improvement Agreement dated December 31, 2010 ("SIA"), attached as Exhibit E to the May 28, 2019 letter, also does not support the assertion that an easement exists in

favor of the public over the private roads and in fact it provides clear evidence that contradicts such an assertion. The SIA contains both direct and indirect references to the Trail Map that is discussed above. The Attachment A to the SIA includes a line item for bonding 4,200 lineal feet of trail, a length that approximates the amount of on-site trails in the Current Trail Proposal. The staff's own characterization of this exhibit correctly contains no reference to public access on the private roads.

***Exhibit F***

The 2011 Minor Deviation, attached as Exhibit F to the May 28, 2019 letter, does not support any assertion that an easement exists over the private roads in Pine Glades. This Minor Deviation that Mr. Sinclair approved (which was later superseded by a subsequent 2014 Minor Deviation) is not relevant to the Town's current assertion. Furthermore, Shawn Hill's staff review comments that are attached to this Exhibit do not contradict the Current Trail Proposal. To the extent that one attempts to advocate that there is a contradiction between Pine Canyon's proposal and Mr. Hill's comments, it is important to note that a staff review of a proposal cannot create new requirements that were not previously established by the conditions of an approval or in adopted regulations

***Exhibit G***

The recorded Pine Glades Subdivision Plat, attached as Exhibit G to the May 28, 2019 letter, includes the easements that were granted to the Town of Jackson and are discussed above. In a letter dated March 22, 2019, from Todd Cedarholm, PLS, to the Town of Jackson, attached hereto as **Exhibit 2**, Mr. Cedarholm specifically addresses all of the easement language used. None of the language in the Plat provides a clear intent to grant the public non-motorized access over the private roads.

In both the Certificate of Owner and delineated on the map, the private roads are established as "Private Roads" with no exception, caveat or qualification that deviates from the plain and common meaning of this term. Furthermore, the Plat establishes the boundaries of the private townhouse lots that are traversed by the sidewalk mentioned above, and further creates the 3-dimensional access easement also discussed above. Each townhouse lot owner must grant an easement to the general public before the public can travel on the sidewalk that passes through these lots.

The Town in its May 28, 2019 letter asserts that the general public has access to the private roads as a result of an easement granted to the Town of Jackson over the General Common Element roads. This easement was granted to the municipal corporation known as the Town of Jackson to permit town officials to perform their normal and regular municipal duties, such as inspections, enforcement, water meter reading, etc. It does not grant an easement to the general public. Furthermore, the sidewalk on which the public would travel is within the boundaries of private townhouse lots and not in the private roads or common elements.

The Plat was reviewed by the staff in several departments of the Town of Jackson prior to

it being approved and recorded in January of 2010, and detailed review comments were made by all departments. On April 15, 2009, the Town's engineer, Shawn O'Malley reviewed the Plat and made the following comments: (1) "[p]rior to approval, the plat documentation shall be revised to grant the Town an access easement over the entirety of all roadway and parking areas." (2) "[p]rior to approval, the easement documentation on the plat shall be revised such that the Town of Jackson is provided a minimum of a 40-foot wide access and maintenance over all locations of water mains, sewer mains, fire hydrant laterals, and fire hydrants." Following such comments, language similar to Mr. O'Malley's review comments were added to the Subdivision Plat.

Also, at the time of approving the Pine Glades Plat, the Town's legal department made many highly detailed comments about required and necessary easements that should be established on the subdivision Plat. Despite this extensive legal review, there is no mention of public access or public easements over the private roads. The Planning Department also reviewed the proposed Plat and also made no mention of public access on the Pine Glades private roads. While the Town may now wish that such access exists, or a condition to grant such access exists, the numerous review comments make it clear that a public easement over the private roads was not a condition or a matter that the Town required prior to the approval and recordation of the Plat.

***Exhibit H***

Mr. Sinclair's second approved Minor Deviation, attached as Exhibit H to your May 28, 2019 letter, does not support an assertion that an easement exists over the private roads and in fact it provides clear and significant evidence that contradicts such an assertion. This approved Minor Deviation and the accompanying emails and trail map, clearly demonstrate that the trails shown on the Trail Map that pass near the S – 1 building and the affordable housing units were deleted. Access on the private roads to allow the general public to access these two trailheads, which has been asserted by the planning staff, can no longer be argued. Any trail that was relocated to the vicinity of the upper end of the tunnel will be replaced by the lower trail from Wister Drive as shown in the Current Trail Proposal. Access on the private roads to access the trails will no longer be necessary as the lower trail will provide connection to the Snow King Trail network

## III. Other Issues To Consider About Granting to the Public an Easement Over Private Roads

In addition, please consider additional recorded documents that we have reviewed, which also do not grant a public easement over the private roads in the Pine Glades subdivision.

The Town granted Pine Glades a Tunnel Easement across Town of Jackson property for a private roadway, Book 705, Pages 1188 1(a) "The Tunnel Easement is hereby granted for all purposes necessary or incidental to Grantees operation, maintenance, use, modification, repair and replacement of an underground tunnel and related roadway facilities as a PRIVATE ROADWAY…". Also, paragraph 4. "PRIVATE ROADWAY. The tunnel Facilities shall be remain a PRIVATE ROADWAY.

Pine Glades did grant a Right-of-Way, Utility and Snow Storage Easement Agreement, recorded in Book 750, Pages 275 for a "…roadway, turnaround and the right to lay out, install, operate, and maintain public utilities and appurtenances thereto within the easement…" also, "Grantee shall have the right to use that property described as "Easement 1" …for those purposes described above …and shall have NO RIGHT TO USE EASEMENT 1 FOR ANY OTHER USE." The caps are added for emphasis, but these additional documents are also clear that the roads in Pine Glades are private roads with no public non-motorized access easement.

a. No Easement Can Now Be Granted or Required of Developer for Phase 1.

Because no public easement was given by the original developer before the majority of the lots in Phase 1 were sold and the private roads and common areas were conveyed to the HOA, the current developer and any subsequent developers do not own the private road already constructed. Thus, Pine Canyon has no power to act by itself or on behalf of the HOA or owners or to grant a public easement across the common elements of the HOA.

Further, similar to Pine Canyon, the current owners purchased their property subject only to the recorded easements and dedications. To require Pine Canyon to grant a public easement puts the developer in a situation where the developer is unable to fulfill such a condition. The HOA and/or individual owners would have to grant such easements.

Additionally, the way Phase 1 was planned and constructed creates significant safety risks for the public and liabilities for the HOA. As you are aware, because of the drop off on the right side of the road as you drive up to Phase 1, there is no sidewalk on the right side of the road. The other side of the road was built right in front of the garages and front doors and under the cantilevered living spaces. Because it is common for owners to park their vehicles in front of their entry doors and garages, it essentially creates a one-lane road that is similar to driving through a parking garage. To add public access (bikes, skateboards, strollers, etc.) through this area creates a significant public safety concern for everyone involved. If the Town has a legitimate public purpose that would necessitate such access, please promptly provide it. Otherwise, Pine Canyon believes that the new proposed trails will solve access issues to the trails, thereby honoring the intent of the original developer, without placing the public in danger, or raising liability issues for the HOA.

Also, discussed previously, the current sidewalks are located on the private townhouse lots and not on the private roads (adjacent to the roadways) or in the Common Elements. Thus, it is likely that if the Town is going to require a public easement on the sidewalks, negotiation and conveyance by each individual lot owner would be necessary, something that might be impossible given how many owners there are with opposing opinions toward such a request.

In addition to the procedural difficulties of gaining public access easements from numerous owners of individual lots and the HOA, new conditions and requirements cannot now be retroactively imposed on a previously approved development. Vested rights have long ago accrued to the Pine Glades PUD that allow the current developer to proceed with completing the development. The Town Planning Department's February 17, 2017 ZCV clearly supports this

statement.

Finally, the Town of Jackson has also already approved the PUD Final Development Plan for Phase II. All that is left to complete prior to construction is a development and bonding agreement. This agreement is not a new development proposal that is subjected to new and additional conditions or requirements, but rather it simply memorializes the developer's financial obligations from the previous approval. To attempt to change the conditions or rescind the permit would place significant burdens on Pine Canyon, would not be in compliance with land use rules, and which do not appear to further a legitimate public purpose, especially if the Current Trail Proposal system is approved.

## IV. SPECIFIC COMPLIANCE ISSUES

Although it came as a surprise to everyone working with Pine Canyon, the May 28, 2019 letter raises several compliance issues, which Pine Canyon responds to as follows:

### a. Trail Connectivity

***Exhibits I and J***

Pine Canyon agrees that Phase 1 is compliant and at the conclusion of the development of Phase 2 that it also will be in compliance. The Current Trail Proposal will fulfill the trail requirements for the entire Pine Glades PUD.

### b. Signage

The Town has objected to the current signs that state "No Trespassing," and requires that they be removed by July 1, 2019. As discussed above, there is no public easement over the private roads. Thus, a member of the public using such private roads is trespassing. The sign puts the public on notice that they are on private land and such notice reduces the liability for the HOA.[9]

While the Town now takes issue with the "No Trespassing" signs, there are similar signs in other developments throughout the Town. For example:

The Eastridge Addition plat 730, Certificate of Owners clearly states that Henley Road is private and there are currently two no trespassing signs at the beginning of the subdivision road. *See* **Exhibit 3**.

The Flat Iron subdivision plat 906 contains a private road within common lot 16 and a no trespassing sign currently stands at the beginning of the subdivision road. *See* **Exhibit 4**.

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9 *See Concho Const. Co. v. Oklahoma Nat. Gas Co.*, 201 F.2d 673, 674 (10th Cir. 1953) (citing Restatement of Torts § 367 & cmt. a.); *Missouri-Kansas-Texas R. Co. v. Mathis*, 349 F.2d 897, 900 (10th Cir. 1965)(holding that lesser duties owed to a trespasser does not exist when an owner negligently or intentionally leads the public to believe that private land is part of a public right-of-way).

The Love Ridge Lodge Homes plat 1184 contains private roads and there currently are several signs throughout the development that say private property, no parking. *See* **Exhibit 5**.

T – Map 28K depicts a private road that crosses Flat Creek and traverses up Saddle Butte. A prominently located sign stands at the bridge before Saddle Butte Road that says no trespassing, private. *See* **Exhibit 6**.

If in fact there is no public access easement, then no trespassing is fundamentally a correct and permissible statement to make, although maybe not very pleasing to view. Further, the HOA is technically the correct party to change the signs, and some homeowners have said that negative interactions with the public have lessened due to the signs (such as dogs barking at homeowners, or being off leash and charging homeowners, or skateboarders almost impacting cars coming up the tunnel, or sightseers parking in the roadway). However, Pine Canyon and the HOA may be able to work on the language of the signs to make them more palatable but it cannot include notice to public access that does not exist. (New signs will direct the public to the trails.) While the language can be changed to give notice that it is a private road, no thru access, etc., the HOA needs to reduce its liability per its insurance carrier as much as possible by following its duty to informing members of the public that they are on private property. Pine Canyon proposes changing the sign language to state: "private tunnel", "private road" and "no thru access", or similarly worded signs, and if no objection is made from the Town planning staff, will have new signs made and ideally posted by August 15, 2019.

c. Public Access-Boulders

As discussed above, there is no public easement over the Pine Glades private roads. Thus, the boulders are further notice to the public that they are entering private property and accessing private roads. Because there is no public easement, blocking the public from entering is not only allowed but prudent to assert the private nature of the property the public is attempting to access. However, many of the boulders will be removed when the break-away gate is installed.

d. Break-Away Gate

The break-away gate has been ordered and will be installed in the near future. Future use, as was past use, will be in compliance, and the Town has not alleged otherwise.

e. Topping of Trees

Pine Canyon will perform any reasonable mitigation that will be required by the Town code enforcement officer for this item. However, it is position of Pine Canyon that some of the trees reviewed may have been topped by the former developer. Pine Canyon hired a professional landscaper to clean up deadfall and dead trees (thereby reducing fire fuel), and no live trees were removed or intentionally topped; and over thirty (30) 8'-18' spruce and fir trees have been added into the development so far in an effort to improve the feel of the development and add screening, new growth and mitigate dead, unmanaged prior plantings.

f. Roadway Heating Elements

The original developer proposed two heating elements in the private roads. One heating element was installed in the existing Pine Glades Drive as part of Phase 1 and a second element is proposed for the future Jessica Lane in Phase 2. Pine Canyon disclosed to the Town that the existing heating element is no longer working and the HOA is satisfied paying the plowing and sanding contractor who has provided winter maintenance for the past few winters. The road has been safe and well maintained for a fraction of the energy consumption in the early years (Snow King Resort snow making activated the heating element on a frequent and unnecessary schedule). The HOA wishes to avoid repairing the existing heating element and to not install the second heating element in the phase 2 road.

In an early discussions about this development, Town Planner Tyler Valentine concluded that the heating elements were voluntarily proposed by the Pine Glades developer and not required by the Town approval. In a later pre-application conference attended by Town engineering, planning, fire, police, and legal departments, no one was able conclude if the heating elements were required or voluntarily proposed by the developer. Also, everyone in this pre-application conference was supportive of removing the future element from the Phase 2 road and not repairing the existing malfunctioning element. Only after this latest disagreement on public access arose, has the heating element become a compliance issue. Further, Phase 2 has limited grade changes, so no need for heating of the roadway as snowplowing is also effective here.

The Town has an extensive history of reducing energy consumption and promoting energy conservation. Road heating elements are a direct conflict with these recent and on-going efforts. Furthermore, neighboring town streets are plowed and sanded during winter with no significant difficulties, and these roads are at the same elevation and sun exposure at the private roads in Pine Glades. But a few examples of roads with steep elevations which are not heated are Spring Creek Drive, Pine Glades Drive, Snow King Drive to Love Ridge, and of course, Teton Pass itself. We would ask that this compliance issue be removed along with the requirement for having a heating element in Phase 2. The Phase 2 hearing element will be addressed in the Development Agreement; we would like to reach an agreement on the Phase 1 heating element in light of the non-compliance letter, as we do not want to continue to have it as a working element for the reasons set forth herein.

g. Landscape Plan

Pine Canyon will fully comply with, and probably exceed the landscaping requirements.

h. Sidewalks

To date, Pine Canyon has fully complied with the sidewalk requirement and will comply in the future as well. Regarding the issue of granting a non-motorized access easement to the public across sidewalks, the sidewalks, including a three dimensional access easement over them are within Lots 1 through 12 in phase 1, and will be within future town house lots in phase 2

when existing Lots A through E are developed and further subdivided.

**CONCLUSION:**

The current developer, Pine Canyon, would like to proceed to complete Phase 1, without any additional changes except for the avalanche mitigation, which was erroneously planned by the original developer and could have killed someone, and to get approval of exterior finishes which have been changed for the final two unit duplex in Phase 1. Then, Pine Canyon wants to move forward immediately to complete the Development Agreement which will include the enhanced Current Trail Proposal, to be installed as significant increased costs to Pine Canyon, and all of the trails will have easements granted to the public for its use. If it makes sense to have another conversation with Planning Staff and the Planning Director, we are happy to do so, as it is important to Pine Canyon that it have the support of staff and the Planning Director to complete the project. We look forward to a final determination from Planning Department regarding the public access non-motorized issue and various compliance issues.

Very truly yours,

LONG REIMER WINEGAR BEPPLER LLP

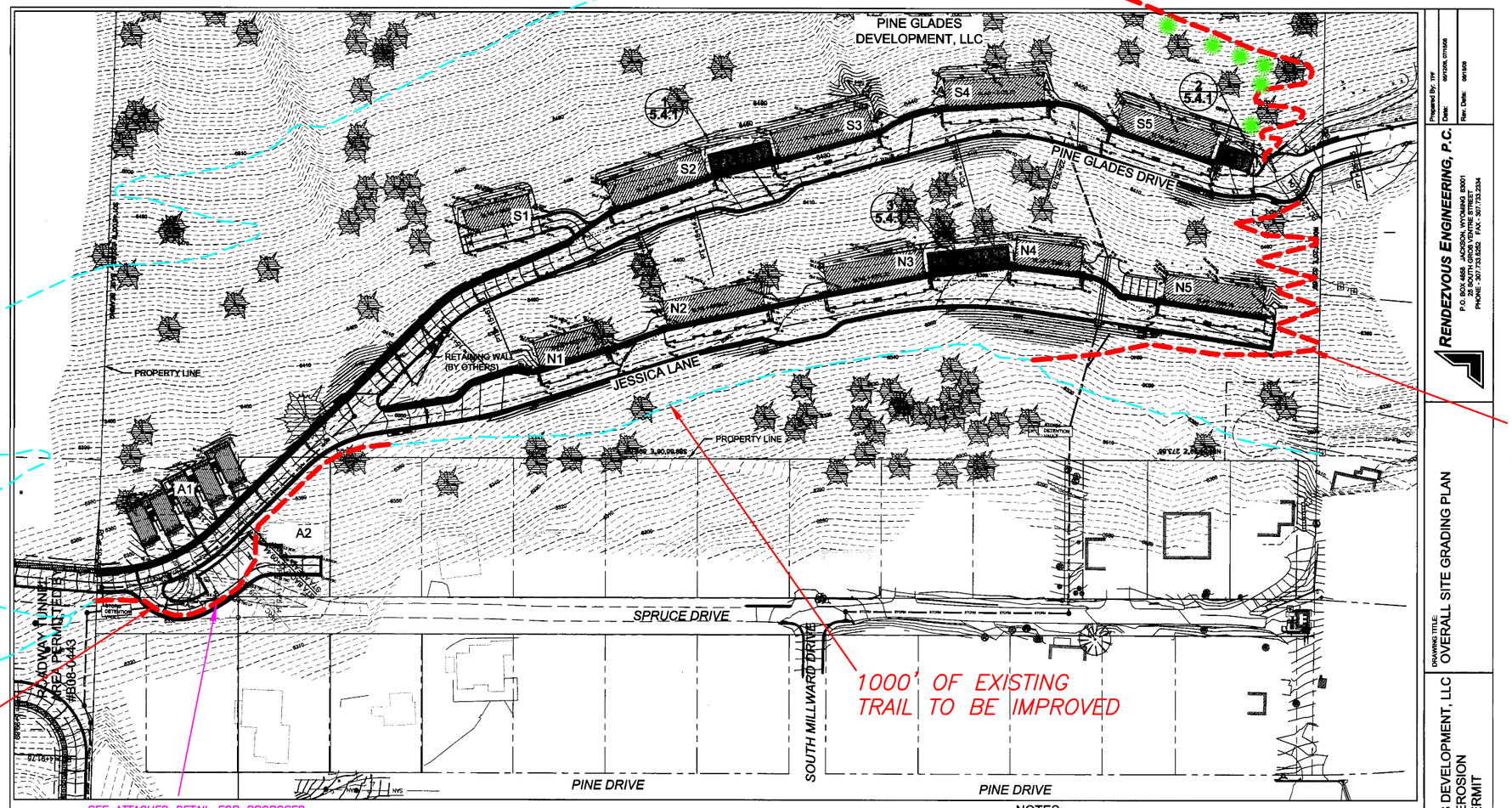
BY: ERIKA M. NASH

Cc: Tyler Valentine, Senior Planner, (via email only: tvalentine@jacksonwy.gov)
Todd Cedarholm, Principal, On Sight Land Surveyors, Inc. (via email only: todd@onsightsurvey.com)
William Collins, Principal, Collins Planning Associates (via email only: collinsplanning@bresnan.net)

1000' OF EXISTING TRAIL

800' OF NEW TRAIL
85' OF VERTICAL RISE

1200' OF EXISTING TRAIL ON SNOW KING PROPERTY




800' OF NEW TRAIL
105' OF VERTICAL RISE

1000' OF EXISTING TRAIL TO BE IMPROVED

400' OF NEW TRAIL

SEE ATTACHED DETAIL FOR PROPOSED PATHWAY IN THIS AREA; CONSTRUCTED PARKING CONFIGURATION IS DIFFERENT THAT DESIGN SHOWN HERE

SCALE: 1" = 50' (24x36)

0 50 100 150 200

LEGEND

| | |
|---|---|
| + 6324.50 | SPOT ELEVATION |
| BOW | BOTTOM OF WALL |
| FG | FINISH GRADE |
| TOW | TOP OF WALL |
| DECK | FINISH GRADE TOP OF DECK |
| SLAB | FINISH GRADE TOP OF SLAB |

| | |
|---|---|
| 6056 | PROPOSED 2' CONTOUR |
| 6060 | PROPOSED 10' CONTOUR |
| 6062 | EXISTING 2' CONTOUR |
| 6070 | EXISTING 10' CONTOUR |
| | LARGE TREES TO REMAIN |

NOTES:

1. TOPSOIL STRIPPED WILL BE STOCKPILED ON SITE IN AREAS DESIGNATED ON C5.5 & C5.6.
2. REF ROAD PLAN & PROFILE SHEETS C3.3-C3.7.
3. TOPS OF CUT SLOPES SHALL BE ROUNDED IN A CONVEX SHAPE TO BLEND WITH UNDISTURBED SLOPE. TOES OF SLOPES SHALL BE SHAPED IN A CONCAVE SHAPE TO BLEND WITH UNDISTURBED SLOPES. SEE DETAILS & GEOTECHNICAL RECOMMENDATIONS.
4. DESTRUCTION OF NATURAL VEGETATION SHALL BE MINIMIZED AND DISTURBED AREAS SHALL BE RESEEDED AS SOON AS PRACTICABLE IN ACCORDANCE WITH THE RECOMMENDED RECLAMATION SPECIFICATIONS.
5. RECOMMENDATIONS BY TETON COUNTY WEED AND PEST SHALL BE FOLLOWED DURING ALL PHASES OF CONSTRUCTION AND RECLAMATION.
6. UTILITY TUNNEL & UTILITIES NOT SHOWN FOR CLARITY

Prepared By: TPF
Date: 6/21/05, 07/15/05
Rev. Date: 08/15/05

RENDEZVOUS ENGINEERING, P.C.
P.O. BOX 4658 JACKSON, WYOMING 83001
240 E. BROADWAY, SUITE 201
PHONE: 307.733.5263 FAX: 307.733.2334

DRAWING TITLE: OVERALL SITE GRADING PLAN

PROJECT TITLE: PINE GLADES DEVELOPMENT, LLC GRADING & EROSION CONTROL PERMIT

PROJECT NUMBER: 05-019

DRAWING NUMBER: C5.1

TOTAL TRAIL DISTANCES:

2000'+/- OF NEW TRAIL
3200'+/- OF EXISTING TRAIL
5200'+/- TOTAL TRAIL

GRAPHIC SCALE

0 FT 100 FT 200 FT

1 INCH = 100 FEET

DETAIL EXHIBIT
SHOWING
PROPOSED TRAIL
PREPARED FOR
PINE CANYON, LLC

On Sight
LAND SURVEYORS, INC.
155 West Gill Ave.
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

Project No. 22-1285A 22-1285A_Trail.dwg 04/11/2019

Tyler Valentine, Senior Planner March 22, 2019
Town of Jackson Planning and Building Department
150 E Pearl Ave
PO Box 1687
Jackson, WY 83001

**RE: Pine Glades Easements, Pathways, and Public Access Issues**

Tyler,

As a follow up to our conversations regarding pathways and access to the streets and pathways within the Pine Glades development, I believe a more thorough review of the record is necessary for a clearer understanding of the issues. I believe that the original intent of the development was for the roads to remain private and that public access would be limited to the required public pathway elements. Summarized below are the important access issues and references to the pertinent documents.

1. Pine Glades Drive and Jessica Lane are clearly labeled as **PRIVATE ROADS** within the certificate of owner on plat sheet 2 (Appx 1) **AND** within the general notes on plat sheet 3 (Appx 2).
2. The Certificate of Owner on Plat 1285, Sheet 2, paragraph 24 states, **"that the Town of Jackson is hereby granted an access easement across the entire GCE-Roadway"**, (Appx 3) The purpose of the easement is to grant legal access to Town staff, agents, and appointees for the purposes of utility/infrastructure service or maintenance, emergency services, etc. This easement does not create access for the Public.
3. The Certificate of Owner on Plat 1285, Sheet 2, paragraph 27 states,**"that, pursuant to a condition required by the town of Jackson of the approved Final Development Plan, the undersigned hereby reserves unto itself, its heirs, successors and assigns, the right to grant to the public a pedestrian easement to be located within Lot H"** (Appx 3) Clearly it is the intent of the owner to create public access to the property on a trail network and limit public access to that network only. An access easement and a right-of-way are not one in the same. An access easement is generally granted to a specific entity for a specific purpose such as utility work/maintenance, emergency vehicle access, etc. A right-of-way is granted for travel purposes. An access easement granted to a municipality does not grant unfettered access to the public for vehicle, pedestrian, bicycle, equestrian across a property.
4. The Declaration of Covenants, Conditions and Restrictions for Pine Glades Townhome Phase One Addition to the Town Of Jackson, reviewed and approved by Town Staff and recorded concurrently with the plat, speak very clearly to the issue of private roads and public access (Appx 4). **Section 10.2 Easements for Utilities and Infrastructure** describes the easements granted to the Town for utility work, etc. **Section 10.5 Easement for Emergency Vehicles** describes access for Emergency Vehicles. **Section 10.8 "Title to Roadways; Use of Roadways; Roadways are Private,** clearly states that the roads are considered private.

5. The Town granted Pine Glades a Tunnel Easement across TOJ property for a private roadway, 705p1188 pp.(Appx5) 1(a) "**The Tunnel Easement is hereby granted for all purposes necessary or incidental to Grantees operation, maintenance, use, modification, repair and replacement of an underground tunnel and related roadway facilities as a PRIVATE ROADWAY…"**. Also, paragraph 4. "**PRIVATE ROADWAY. The tunnel Facilities shall be remain a PRIVATE ROADWAY.**
6. Pine Glades granted a Right-of-way, Utility and Snow Storage Easement Agreement, 750p275 (Appx 6) for a **…"public roadway, turnaround and the right to lay out, install, operate, and maintain public utilities and appurtenances thereto within the easement…"** also, **" Grantee shall have the right to use that property described as "Easement 1" …for those purposes described above.. and shall have NO RIGHT TO USE EASEMENT 1 FOR ANY OTHER USE."**
7. The **Subdivision Improvement Agreement,** 750p263**,(Appx 7)** as executed, does not include requirements for public access other than via the **Public Pathways** requirement. **"6. PUBLIC PATHWAYS. The Public Pathways delineated as 'public ski/hike trails' on the site plan of the final Development Plan approved by the Council, requires that the developer complete the installation of the Public Pathways as part of the overall improvements described in Attachment "A"…"** The Public Pathway requirement only creates a public right-of-way along the pathways, not the roadways.

I believe that a complete review of the record documents clearly shows that the Public Access considered and approved is limited to the Public Pathway system.

Please feel free to contact me with any questions or additional materials.

Regards,

Todd Cedarholm, PLS

CC: Bill Collins, Dave Meyers, Erika Nash.
Attachments: Appendices 1-7

# Appendix 1

Pine Glades Plat 1285, Sheet 2, Certificate of Owner

*CERTIFICATE OF OWNER*

*State of Wyoming )*
*County of Teton ) ss.*
*Town of Jackson )*

*The undersigned owner hereby certifies that the foregoing subdivision of Lot 9 of Block 7 of the Aspen Hill Lots, a subdivision of record in the Office of the Clerk of Teton County, Wyoming, as Plat No. 124, and that parcel of land located within the NE1/4SE1/4 Section 33, T41N, R116W, 6th P.M., as shown on this plat and more particularly described under the Certificate of Surveyor is with free consent and in accordance with the desire of the undersigned owner and proprietor of the described lands;*

*that the name of the subdivision shall be PINE GLADES TOWNHOMES PHASE ONE ADDITION TO THE TOWN OF JACKSON;*

*that this subdivision is subject to a Declaration of Covenants, Conditions, and Restrictions to be recorded in the Office of the Clerk of Teton County, Wyoming, concurrently with this plat;*

*that this subdivision is subject to any covenants, conditions, restrictions, easements, ditches, roadways, rights-of-way, common areas, reservations and building setback requirements as delineated on the Aspen Hill Lots Plat, recorded as Plat No. 124, on file in the Office of the Clerk of Teton County, Wyoming;*

*that this subdivision is in accordance with and subject to the terms and conditions of the PINE GLADES PUD Final Development Plan approved by the Town Council of Jackson, Wyoming, on January 22, 2008;*

*that access to this subdivision is from Pine Glades Drive;*

*that Pine Glades Drive and Jessica Lane are private roads serving this subdivision;*

*that emergency access to this subdivision is from Pine Drive through a break-away access system;*

*that this subdivision is subject to any covenants, conditions, restrictions, easements, ditches, roadways, rights-of-way, common areas, reservations and building setback requirements as delineated on Maps T-56A and T-56C on file in said Clerk's Office;*

*that this subdivision is subject to that Subdivision Improvement Agreement to be recorded concurrently with this plat;*

*that as of the date of recording this plat, this plat is subject to that certain Lien Statement executed by Sullivan Construction, LLC, claimant, recorded in the Office of the Teton County Clerk on*

# Appendix 2

Pine Glades Plat 1285, Sheet 3, Plat Notes

PUBLIC MAINTENANCE OF ASPEN DRIVE, PINE DRIVE, AND SPRUCE DRIVE

PINE GLADES DRIVE AND JESSICA LANE ARE PRIVATE ROADS

NO PUBLIC MAINTENANCE OF PINE GLADES DRIVE AND JESSICA LANE

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY SYSTEM

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON SEWER COLLECTION AND TREATMENT SYSTEM

SELLER DOES NOT WARRANT TO THE PURCHASER THAT HE OR SHE SHALL HAVE 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 ANY STREAM OR RIVER FOR 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

AREAS OF POTENTIAL AVALANCHE HAZARD WITHIN THIS SUBDIVISION WERE IDENTIFIED BY JMY ENVIRONMENTAL CONTRACTING AND DOCUMENTED IN A REPORT TITLED DATED SEPTEMBER 23, 2007. THIS STUDY IDENTIFIED "BLUE" ZONES, AREAS OF MODERATE HAZARD IN THE AVALANCHE ZONING PLAN. LOT F AND LOT G LIE WITHIN THE "BLUE" ZONE OF THE STUDY. ACCORDING TO THE STUDY, PRIVATE HOMES ARE PERMITTED IN THE BLUE ZONE IF THEY ARE DESIGNED TO RESIST AVALANCHE FORCES OR ARE OTHERWISE PROTECTED BY AVALANCHE DEFENSE.

# Appendix 3

Pine Glades Plat 1285, Sheet 2, Certificate of Owner

*Construction Easement Agreement described in Book 705 of Photo, Pages 491–503, records of Teton County, Wyoming;*

*that this subdivision is subject to those access and/or utility easements hereby granted to the Town of Jackson as shown hereon and to those easements granted to the Town of Jackson by that certain Right–of–Way, Utility and Snow Storage Easement Agreement to be recorded concurrently with this plat;*

*that the Town of Jackson is hereby granted a utility easement in, under, over and across the entire GCE–Roadway, as shown hereon, except for those portions of the GCE – Roadway that are within those Lots designated as townhome lots, for purposes of installing water and sewer utility infrastructure and all appurtenances thereto;*

*that the Town of Jackson is hereby granted an access easement across the entire GCE–Roadway;*

*that the Town of Jackson is hereby granted an access and maintenance easement across the entire subdivision for purposes of accessing and maintaining all water valves, meters, shut–off boxes, sewer cleanouts, manholes and appurtenances thereto;*

*that this subdivision is subject to that 15 foot wide access easement and skier access easement set forth in that certain Access and Recreation Easement Agreement described in Book 706 of Photo, Pages 518 to 531, and that certain First Amendment to Access and Recreation Easement to be recorded concurrently with this plat and all amendments thereto;*

*that, pursuant to a condition required by the Town of Jackson of the approved Final Development Plan, the undersigned hereby reserves unto itself, its heirs, successors and assigns, the right to grant to the public a pedestrian easement to be located within Lot H;*

*that this subdivision is subject to that Access and Utility Easement Agreement granted to the owner of Lot 68 Aspen Highlands, Plat No. 175, as shown hereon and of record in Book 728 of Photo, Pages 208–215, records of Teton County;*

265 North Glenwood
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

*-33–2A 22–41–16–33–2A_fp1rev2.dwg 04/22/09 05/15/09 12/31/09 02/08/10*

the Office of the Clerk of Teton County, Wyoming to annex the additional lots and/or units into this Declaration and to designate the common area lot(s), general common elements and limited common elements. The common area lot(s) shall be conveyed to the Association by warranty deed concurrently upon filing the replat of any lot. Declarant hereby reserves the right to assign portions of Common Elements (including, but not limited to, LCE-Parking) to Residential Properties as appurtenant Limited Common Elements (individually or collectively) either by designation on a future plat or by filing a Supplemental Declaration in the Office of the Clerk of Teton County, Wyoming. The Board reserves the right to reassign parking spaces among Residential Properties by filing Supplemental Declarations if Federal Law or State Law necessitates such reassignment to accommodate an Owner.

**9.12** **Termination of Rights**. The rights contained in this Article shall not terminate until the Declarant, or any individual Declarant, is no longer a record owner of any real property subject to this Declaration unless Declarant elects to terminate such reservations at an earlier date. Declarant may from time to time relinquish and surrender one or more but less than all of the reserved rights, in which event the unrelinquished reserved rights shall remain fully valid and effective for the remainder of the term thereof.

## PART FIVE: PROPERTY RIGHTS WITHIN THE COMMUNITY

*The nature of living in a community requires the creation of special property rights and provisions to address the needs and responsibilities of the Owners, the Declarant, the Association, and others within or adjacent to the community.*

## ARTICLE X – EASEMENTS

**10.1** **Easements in Common Elements**.
The Declarant grants to each Owner of a Residential Property a non-exclusive right and easement of use (subject to the rights of other Owners, Members and the Association), access and enjoyment in and to the General Common Elements. The Declarant grants to each Owner (subject to the rules, regulations, and restrictions contained in the Governing Documents) an exclusive right and easement of use, access, and enjoyment in and to the Limited Common Elements that are appurtenant to the Residential Property owned by such Owner, which shall include without limitation the decking and parking areas. Such exclusive right and easement of use, access, and enjoyment in the Limited Common Elements shall not be severable from the Residential Property to which it is appurtenant.

The foregoing grants shall be subject to:

(a) The restrictions, rules and regulations set forth in the Governing Documents and any other applicable covenants;

(b) Any restrictions or limitation contained in any deed and/or easement agreement conveying such property and/or easement over such property to an Owner Association; and

(c) The right of the Board to adopt rules regulating the use and enjoyment of the area of the Common Elements.

(d) The right of the Board to suspend the right of an Owner to use the Common Elements (i) for any period during which any charge or assessment against such Owner's Residential Property remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Governing Documents after notice and a hearing pursuant to the Bylaws.

Any Owner may extend his or her right of use and enjoyment of the Common Elements to the members of his or her family, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Residential Property, subject to the terms and conditions of this Declaration, shall be deemed to have assigned all such rights to the lessee of such Residential Property for the period of the lease.

**10.2 Easements for Utilities and Infrastructure.**

(a) All dedications, limitations, restrictions and reservations of easements, including those for drainage, prepared and recorded by Declarant are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth in this Declaration.

(b) The Declarant hereby grants to the Association and each Owner of a Residential Property, and, so long as the Declarant owns any real property subject to this Declaration, reserves for itself, and reserves the right to grant to the Town of Jackson, utility providers, the Association and all Owners perpetual non-exclusive utilities easements in, under, over and across the Roadways and in those areas as described on the Plat for the purpose of:

(i) Installing utilities, including without limitation, water and sewer systems, cable and other systems for sending and receiving data and/or other electronic signals; security and similar systems; roads and walkways; drainage systems and signage; to serve the Properties;

(ii) Inspecting, maintaining, repairing and replacing such utilities and infrastructure to serve the Properties; and

(iii) Access to read utility meters.

(c) All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements not unreasonably interfere with the use of any Residential Property and, except in an emergency, entry onto any Residential Property shall be made only after reasonable notice to the Owner or occupant.

**10.3 Easements for Maintenance, Emergency and Enforcement.** The Declarant grants to the Association easements over Properties as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.2. The Association shall also have the right, but not the obligation, to enter upon any Residential Property, but not to enter any structure thereon, for maintenance, emergency, security, and safety reasons and to inspect for the purpose of ensuring compliance with the Governing Documents and to enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. The Declarant hereby grants to the Association, perpetual exclusive snow storage easements in, under, over and across each Lot and the snow storage areas set forth on the Plat, if any, for the purpose of orderly removal and storage by the Association of snow from the Roadways and sidewalks located within the Common Elements and Lots.

**10.4 Easements for Cross-Drainage; Stormwater Drainage System is Private.** The stormwater drainage system installed by the Declarant and maintained, repaired and replaced by the

Association shall be a private system owned by the Association. Every Lot shall be burdened with easements for natural drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the natural drainage on any Lot to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Owner(s) of the affected Lot and the Board.

**10.5** **Easement for Emergency Vehicles**. The Properties are hereby burdened with an easement allowing all policemen, firemen, ambulance personnel, and similar emergency personnel entry to perform their duties, including the enforcement of traffic regulations.

**10.6** **Easement for Encroachments**. If any part of the Common Elements encroaches or shall hereinafter encroach upon a Residential Property, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Residential Property encroaches or shall hereafter encroach upon the Common Elements, or upon an adjoining Residential Property, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Elements or the Residential Properties. Encroachments referred to herein are limited to encroachments caused by engineering errors, settling, rising, or shifting of the earth, or by changes in position caused by construction, repair or reconstruction or any part thereof in accordance with the original plans and any encroachment due to building overhang or projection.

**10.7** **Owner's Right to Ingress and Egress and Support**. Each Owner shall have the right to ingress and egress over, upon, and across the Common Elements necessary for access to its Residential Property, and shall have the right to the horizontal and lateral support of its Residential Property, and such rights shall be appurtenant to and pass with the title to each Residential Property.

**10.8** **Title to Roadways; Use of Roadways; Roadways are Private**. Title to those portions of the Roadways within the Common Elements as described on the Plat and in this Declaration, shall be conveyed by Declarant to the Association to be used for private road purposes. Each Owner and occupant and each of their guests or invitees are hereby granted a non-exclusive perpetual easement and right-of-way to use the Roadways, for private road purposes, including vehicular and pedestrian ingress, egress, access to and from their Residential Property; provided, however, that such pedestrian and vehicular easements hereby granted within those portions of the Roadways shown and detailed on the Plat as Three Dimensional Access Easement Across Lots 1-14 & A-E are limited horizontally and vertically to the existing grade and the underside of the Townhome structure as set forth on the Plat. Declarant hereby reserves the right to grant additional easements over and across the Roadways to utility providers and governmental entities. The Association shall have the right to control vehicular circulation through the Properties by such means as establishing speed limits, by installing speed bumps or by any other means reasonably adopted by the Association.

## ARTICLE XI – AMENDMENT OF DECLARATION; MISCELLANEOUS

**11.1** **By Declarant**. In addition to specific amendment rights granted elsewhere in this Declaration, until the conveyance of 75% of the Properties to an Owner unaffiliated with Declarant, Declarant may unilaterally amend or repeal this Declaration for any purpose. Thereafter, the 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 Residential Properties; (iii) enable any institutional or Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guaranty mortgage loans on the Residential Properties; or (iv) to satisfy the requirements of any local, state or federal governmental agency; provided, however, that any such amendment shall not adversely affect the title to any Residential Property unless

# Appendix 5

Tunnel and Construction Easement, 705p1188, pgs 1-2

## TUNNEL AND CONSTRUCTION EASEMENT AGREEMENT

| | |
|---|---|
| RELEASED | |
| INDEXED | |
| ABSTRACTED | ✓ |
| SCANNED | |

GRANTOR: TOWN OF JACKSON ET AL
GRANTEE: TOWN OF JACKSON ET AL
Doc 0736251 bk 705 pg 1188-1203 Filed At 16:29 ON 08/14/08
Sherry L. Daigle Teton County Clerk fees: 53.00
By Mary Smith Deputy

THIS TUNNEL AND CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is made and entered into this 7th day of July, 2008, by and between the TOWN OF JACKSON, a municipal corporation of the State of Wyoming (hereafter referred to as "Grantor"), and PINE GLADES DEVELOPMENT, LLC, a Wyoming limited liability company (hereafter referred to as the "Grantee").

**RECITALS.**

WHEREAS, Grantor owns that certain real property in Teton County, Wyoming which is more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "Grantor Property");

WHEREAS, Grantee owns that certain real property in Teton County, Wyoming which is more particularly described on **Exhibit B** attached hereto and incorporated herein by reference (the "Grantee Property");

WHEREAS, Grantor desires to grant to Grantee an exclusive tunnel easement and a non-exclusive construction easement on the Grantor Property according to the terms and conditions set forth herein; and

WHEREAS, the Grantor and Grantee agree that the Grantee Property shall be the property benefiting from the easement rights granted herein and the Grantor Property shall be the property burdened by the easement rights granted herein.

**AGREEMENTS**

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), the foregoing recitals and other good and valuable consideration, in hand paid, receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

**1. Grant of Easements.** Grantor hereby grants to Grantee, its heirs, successors, assigns, employees, agents, contractors, licensees, tenants and other invitees, the following easements:

(a) an exclusive perpetual permanent subsurface easement under that area described and illustrated on **Exhibit C** attached hereto and incorporated herein (the "Tunnel Easement"). The Tunnel Easement is hereby granted for all purposes necessary or incidental to Grantee's operation, maintenance, use, modification, repair and replacement of an underground tunnel and related roadway facilities as a private roadway for pedestrian, bicycle, and vehicular access to the Grantee Property, including but not limited to the right to construct, operate, maintain, modify, repair, replace, improve, remove and use said tunnel, tunnel supports, roof, floor, roadway, sidewalks, access ways, entrances and exits and all utility lines or wires within said tunnel (the "Tunnel Facilities"), together with the right to operate equipment within said Tunnel Facilities, and for any related uses as Grantee may now or hereafter deem appropriate. The Grantee shall have the sole duty to maintain the Tunnel Facilities and associated access systems and appurtenances;

(b) a non-exclusive perpetual construction easement in, under, over and across that portion of the Grantor Property specifically described and illustrated as "Construction Easement" on **Exhibit E** attached hereto and incorporated herein (the "Construction Easement") for purposes of constructing, operating, placing, maintaining, inspecting, protecting, repairing, altering, substituting and replacing the Tunnel Facilities.

The Tunnel Easement and the Construction Easement are individually referred to herein as an "Easement" and collectively as the "Easements".

**2. Tunnel Easement Infrastructure; Repair of Surface.** All structures, materials, facilities, mechanical and electrical systems, utilities, equipment, furnishings or improvements of any kind that are acquired, constructed or installed in or upon the Tunnel Easement shall be and shall at all times remain the property of Grantee. After the construction or repair of the Tunnel Facilities, Grantee shall promptly repair any surface damage to Grantor's Property caused by the exercise of Grantee's easement rights. Notwithstanding the foregoing, the parties hereto understand that the Grantee Property is being developed into 37 townhomes and condominiums and that the Tunnel Easement and all infrastructure and maintenance obligations within the Tunnel Easement will be transferred to the Pine Glades Homeowners Association (the "HOA") upon the conveyance of the common area of such development to the HOA. Upon completion of construction of the Tunnel Facilities, Grantee shall have a licensed surveyor certify that the Tunnel Facilities are all located within the Tunnel Easement.

**3. Reservation of Grantor; Subordination to Lease Agreement.** The Grantor reserves unto itself, its guests, invitees, legal representatives, heirs, successors and assigns, the right to use the surface of the Easements and the right to interrupt the use of the Tunnel Easement, after providing to Grantee 30 days prior written notice, in order to access, perform, complete or effectuate such reserved right to use the surface; provided, however, that Grantor shall use best efforts to reasonably minimize any interruption of the use of the Tunnel Easement by Grantee it being the understanding that during any such period of interruption, the access to and from Grantee's Property shall be from Pine Drive. The Grantor further reserves unto itself, its heirs, successors and assigns, the right to grant additional easements in, under, over and across the Construction Easement and Grantor's Property for any purpose as Grantor deems necessary in Grantor's sole discretion provided such additional easements do not unreasonably impair, interfere with or obstruct the use of the Easements by Grantee. The Grantor further reserves unto itself, its heirs, successors and assigns, the right to use the Easements for purposes of laying out, installing, operating, and maintaining public utilities and appurtenances thereto within the Easements and for emergency purposes. Grantor and Grantee hereby agree that the grant, effect and terms and conditions of this Agreement shall be subject to and subordinate to that certain Lease Agreement (Commercial Ski Shelter, Ski Lift and Mountain Tract) executed between Grantor and Snow King Resort, Inc., dated April 22, 1994, and any and all addenda, modification and amendments thereto, as assigned to Snow King Holdings, LLC in that certain Assignment and Assumption Agreement, dated January 1, 2006 and as further assigned to Snow King Mountain Recreation, LLC.

**4. Private Roadway.** The Tunnel Facilities shall be and remain a private roadway.

**5. Maintenance Costs.** The costs of the construction, maintenance, repair and replacement of the Tunnel Facilities shall be at the sole obligation and expense of Grantee or the related homeowners association for the Pine Glades Addition to the Town of Jackson.

**6. Survival.** This Agreement shall survive the execution of the delivery and recordation of the Easements which are described herein, and shall remain and continue in full force and effect.

6

# RIGHT-OF-WAY, UTILITY AND SNOW STORAGE EASEMENT AGREEMENT

**KNOW ALL MEN BY THESE PRESENTS,** that for Ten Dollars ($10) and other good and valuable consideration, receipt whereof being hereby acknowledged by PINE GLADES DEVELOPMENT, LLC, a Wyoming limited liability company, of P.O. Box 642, Jackson, Wyoming 83001, hereinafter called the "Grantor", hereby grants and conveys to the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, its successors and assigns, of P.O. Box 1687, Jackson, Wyoming, hereinafter called the "Grantee", the following easements (each, and "Easement" and collectively, the "Easements"):

GRANTOR: PINE GLADES DEVELOPMENT LLC
GRANTEE: TOWN OF JACKSON WYOMING
Doc 0767879 bk 750 pg 275-280 Filed At 16:24 ON 02/09/10
Sherry L. Daigle Teton County Clerk fees: 23.00
By Mary Smith Deputy

(i) a non-exclusive right-of-way easement in, under, on, over, across, and through that property described as "Easement 1" on **Exhibit A,** attached hereto and incorporated herein, for the sole right to:

*construct, use and maintain a public roadway turnaround and the right to lay out, install, operate, and maintain public utilities and appurtenances thereto within the easement, to include but not be limited to sanitary sewer, water, drainage, gas, electricity, telephone, and cable television.*

(ii) a non-exclusive right-of-way easement in, under, on, over, across, and through that property described as "Easement 2" on **Exhibit A**, attached hereto and incorporated herein, for the sole right to:

*use and maintain a public roadway turnaround and for the right to plow, cast and store snow that has fallen in adjacent public rights-of-way and the right to lay out, install, operate, and maintain public utilities and appurtenances thereto within the easement, to include but not be limited to sanitary sewer, water, drainage, gas, electricity, telephone, and cable television.*

Grantee shall have the right to use that property described as "Easement 1" on **Exhibit A** for those purposes described above in item (i) and shall have no right to use Easement 1 for any other use. Grantor shall have the right to use that property described as "Easement 2" on **Exhibit A** for those purposes described above in item (ii) and shall have no right to use Easement 2 for any other use. Grantee shall maintain the utilities and the asphalt surfaces located within the Easements. Grantee shall be responsible for performing the maintenance and repair of any retaining wall systems and/or infrastructure located within Easement 1 at its sole expense. Grantee shall be responsible for performing the maintenance and repair of the retaining wall system located within Easement 2 and the cost to perform the maintenance and repair of such infrastructure shall be split evenly between Grantor and Grantee. Grantor shall maintain and repair the emergency breakaway barrier to be located at the eastern boundary of Easement 2. All obligations of Grantor and Grantee shall be binding upon their heirs, successors and assigns; however, it is anticipated that the successor of Grantor will be the homeowners association of the Pine Glades Townhome Addition to the Town of Jackson and in such circumstance, all costs associated with the foregoing shall be assessed by such successor entity to the members of such association as a special assessment.

Grantee shall repair or replace any items that it shall move from the Easements and shall repair any damage resulting from Grantee's construction on and use of the Easements as contemplated by this agreement. All work performed within the Easements by Grantee shall be performed in such a manner as to minimize interference with the use and enjoyment of the Easements by Grantor.

RELEASED
INDEXED ✓
ABSTRACTED ✓
SCANNED

# Appendix 7

Subdivision Improvement Agreement, 750p263, pgs 1-3

## SUBDIVISION IMPROVEMENT AGREEMENT

RELEASED
INDEXED
ABSTRACTED
SCANNED

GRANTOR: PINE GLADES DEVELOPMENT LLC ET AL
GRANTEE: PINE GLADES DEVELOPMENT LLC ET AL
Doc 0767878 bk 750 pg 263-274 Filed At 16:09 ON 02/09/10
Sherry L. Daigle Teton County Clerk fees: 53.00
By Mary Smith Deputy

**THIS AGREEMENT** dated this 31st day of December, 2010, by and between PINE GLADES DEVELOPMENT, LLC, hereinafter referred to as "Subdivider", and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as the "Town", provides as follows:

**WHEREAS,** Subdivider is required to construct certain public improvements (the "improvements") as a condition of the approval of the final plat and associated Final Development Plan; and

**WHEREAS,** the Town of Jackson Land Development Regulations require that a subdivision agreement for public improvements be executed by the Subdivider and the Town and recorded in the Office of the Teton County Clerk and Recorder; and

**WHEREAS,** the Town Council approves of the terms and conditions of this agreement for the Final Plat Subdivision designated as the Pine Glades Townhomes. Phase One Addition to the Town of Jackson; and

**WHEREAS,** this Subdivision Improvement Agreement supersedes the Development Agreement executed by the Town and the Developer on July 9, 2008.

**NOW, THEREFORE, IT IS HEREBY AGREED** that for and in consideration of the aforesaid premises and the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Subdivider on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

1. SUBDIVIDER TO COMPLY

Subdivider shall comply with all improvement requirements contained in Section 6140 A. of the Town of Jackson Land Development Regulations, the Development Plan approved by Town Council on January 22, 2008 and subdivision improvement plans and specifications retained on file in the office of the Town Engineer the Planning Director, and the requirements of the Town Planning and Zoning Commission and Town Council for this subdivision and additional improvements as set forth within this document. Improvements shall be engineered, designed, constructed, and installed solely at Subdivider's own cost.

2. DEVELOPMENT PLAN AND FINAL PLAT REQUIREMENTS INCORPORATED

The requirements of the Town Council, as set forth in its approval of any required Final Development Plan, Conditional Use Permit, and Final Plat are hereby incorporated herein by reference as though fully set forth. Development and use of all land within the

subdivision is limited to that conveyed by the Final Plat, Pine Glades Townhome Covenants and the Land Development Regulations of the Town of Jackson, as they may be amended from time to time.

3. APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS

The subdivision infrastructure improvement plans and specifications filed by Subdivider or its agents, as approved by the Town Engineer and maintained on file in the office of the Town Engineer, and any revision of said improvement plans and specifications approved by said Town Engineer and additional improvements as set forth within this document are hereby incorporated herein by reference as though fully set forth. All public improvement work required by Subdivider under this agreement shall be in accordance with said improvement plans and specifications.

4. ESTIMATED COST OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND SECURITY THEREFORE

The list of improvements and upgrades together with the total cost of improvements and upgrades required by this agreement as estimated by the Town Engineer is attached hereto as **Attachment "A"** and by this reference made a part hereof. Subdivider shall deposit with the Town, prior to filing of the Final Plat, an irrevocable letter of credit, or performance and payment bond, or funds in escrow, or other equivalent security or commitment approved by the Town Council. Such security shall be in the amount of 125% of the estimate approved by the Town Engineer and Planning Director (the "Security") and such security amount shall be released as portions of work are completed and reasonably approved for release by the Town Engineer per Paragraph 12 below.

5. ESTIMATED COST OF OTHER SUBDIVISION IMPROVEMENTS AND SECURITY THEREFORE

Affordable Housing Obligation. Subdivider has made minor modifications to two existing two bedroom units one of which will qualify as a two bedroom Category I unit and one of which will qualify as a two bedroom Category II unit under the Teton County Housing Authority Guidelines (collectively, the "Existing Affordable Units"). Subdivider shall construct the following: (i) six two bedroom units all of which qualify as two bedroom Category Six units under the Teton County Housing Authority Guidelines; (ii) two one bedrooms units one of which will qualify as a one bedroom Category I unit under the Teton County Housing Authority Guidelines and one of which will qualify as a one bedroom Category II unit under the Teton County Housing Authority Guidelines; and (ii) two one bedroom units all of which will qualify as one bedroom Category III units under the Teton County Housing Authority Guidelines (the "New Affordable Units")(the Existing Affordable Units and the New Affordable Units shall be collectively referred to herein as the "Affordable Housing Units"). The construction of the New Affordable Units shall be completed within two (2) years of the recordation of the Final Plat for the

Pine Glades Townhomes Phase One Addition to the Town of Jackson. In the event that said units are not completed on or before such two year anniversary of the recordation of the Final Plat for the Pine Glades Townhomes Phase One Addition to the Town of Jackson, Lot F of the Pine Glades Townhomes Phase One Addition to the Town of Jackson shall be conveyed to the Town of Jackson and all construction plans required to complete said structure shall be delivered to the Town of Jackson.

6. PUBLIC PATHWAYS

The Public Pathways delineated as "public ski/hike trails" on the site plan of the Final Development Plan approved by Council, requires that the developer complete the installation of the Public Pathways as part of the overall improvements described in Attachment "A". At such a time that the Town determines that public access is safe and appropriate, the Developer shall receive a letter from the Town requesting that all required work necessary (survey, design and installation) of an approved Public Pathway or Public Pathway segment shall be completed within six months of the request. The developer may be granted an extension for the completion based on a determination by the Town Engineer that weather conditions has precluded progress.

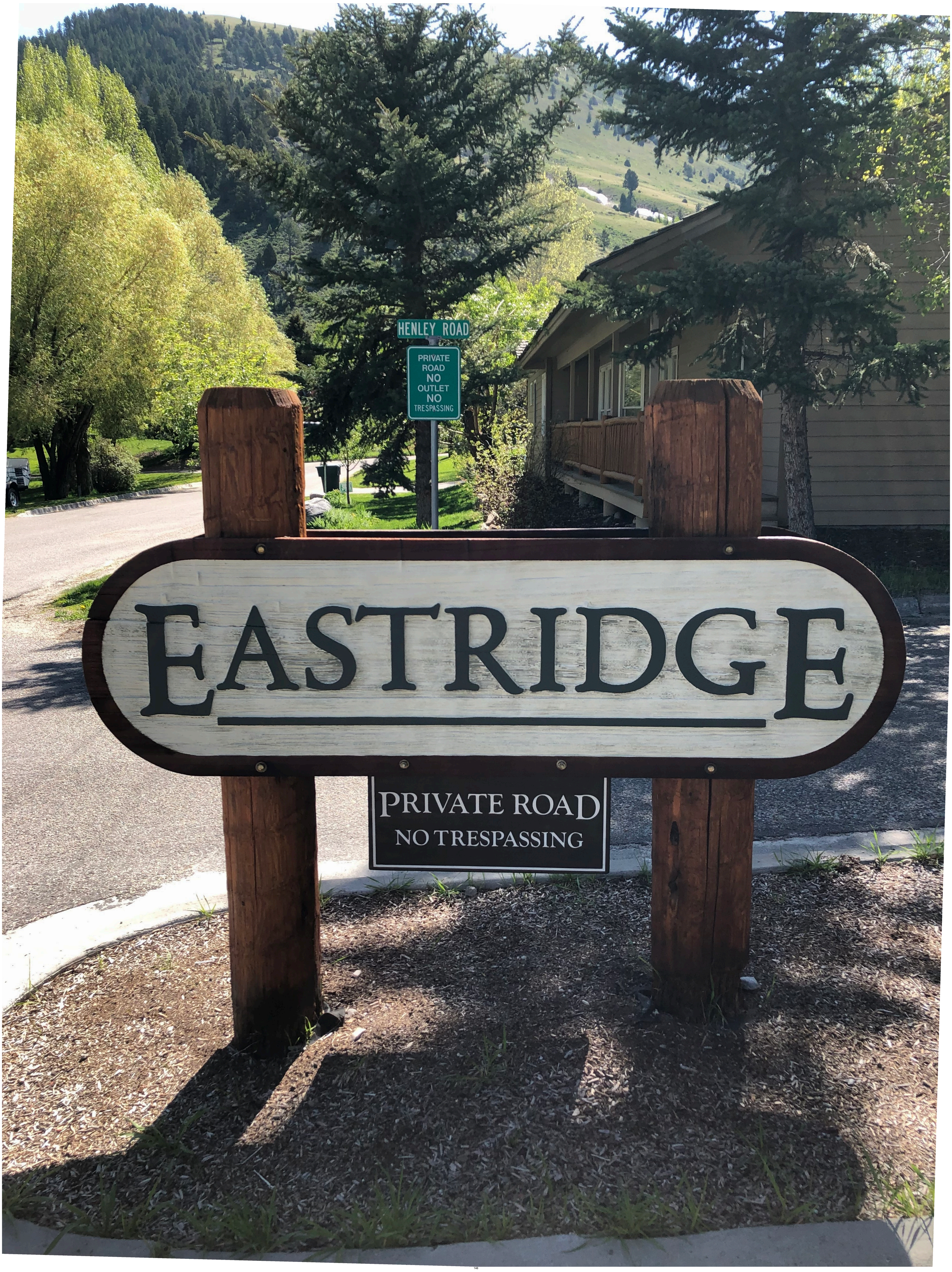
7. UNDERGROUND ELECTRICAL POWER, TELEPHONE, TELEGRAPH, CABLE TELEVISION, AND GAS FACILITIES

All electrical power, telephone and telegraph communication, cable television, and gas facilities within the subdivision shall be installed underground, except that above-ground facilities necessary to serve underground facilities, other installation of peripheral overhead electrical transmission and distribution feeder lines, or other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines may be allowed. Subdivider understands and agrees that any and all said facilities that are to be constructed within or under any street improvements shall be in place prior to the construction of the surface street improvements. Subdivider affirms that the public utility companies, including the cable television company enfranchised by the Town, providing the said services and facilities to and within the subdivision have been directly consulted by Subdivider through its officers, agents, or employees and that Subdivider is informed as to the approximate cost to Subdivider of the provision and installation of said facilities and services underground and that the requirements for said facilities have been considered in the preparation of the subdivision improvement plans.

8. EXACTIONS:

Subdivider shall pay exactions for the following purposes and in the following amounts to the Town prior to the filing of the Final Plat:

| | |
|---|---|
| Parks Exactions: | $ 29,000.00 |
| School Exaction: | $ 23,000.00 |


HENLEY ROAD
PRIVATE
ROAD
NO
OUTLET
NO
TRESPASSING
EASTRIDGE
PRIVATE ROAD
NO TRESPASSING

HENLEY ROAD
PRIVATE
ROAD
NO
OUTLET
NO
TRESPASSING

FLAT IRON
Townhomes
5
mph
Children & Dogs
at Play
FLATIRON
TOWNHOMES
PRIVATE PROPERTY
NO TRESPASSING

GRAND VIEW
JACKSON HOLE
PRIVATE PROPERTY
NO PARKING ALONG ROADWAY
LOADING ONLY 30 MIN MAX
VIOLATORS WILL BE TOWED AT OWNERS EXPENSE

NO TRESPASSING
PRIVATE
$750 FINE ENFORCED
STATE OF WYOMING

SADDLEBUTTE
NO
TRESPASSING

PLANNING & BUILDING DEPARTMENT

September 6, 2019

Long Reimer Winegar Beppler LLP
Attn: Erika Nash
PO Box 3070
Jackson, WY 83001

**RE:** Development Obligations and Compliance of the Pine Glades Planned Unit Development

Dear Ms. Nash,

This letter is in response to your compliance follow-up letter dated June 26, 2019. Although there still remains a difference of opinion on the matter surrounding public non-motorized access on the roads, we believe that both parties (Town and property owner) share the common goal of finding a solution that meets the original intent of the development with regard to public access and trails. With that being said, the Town still finds that the Pine Glades Development is out of compliance with the original approvals as previously stated in the letter sent by the Town to the applicant dated May 28, 2019. Please see below for specific discussion on the procedural options for moving forward and the status of each outstanding compliance item, including guidance on the Development Agreement for Phase II and the Minor Deviation.

In terms of process, below are two procedural options for coming into compliance.

**OPTION #1**

Come into full compliance with the original approvals as identified in the Town's letter dated May 28, 2019 by no later than December 1, 2019, with the exception of a few items as stated below. The Town will assume you are choosing this option if you have not complied with the submittal deadline for Option #2 below (i.e., application for new Development Plan Amendment by November 15, 2019). Failure to come into full compliance by the December 1st deadline will result in the Town immediately starting the revocation process (Land Development Regulation (LDR) Section 8.9.3) described in the letter sent by the Town dated May 28, 2019. Should you choose this option, this letter establishes new compliance deadlines for the items below. Please refer to the May 28, 2019 letter for more detailed explanations on each item as this section is intended only to provide new deadlines.

- **Public Access – Signage:** 'No Trespassing' signs shall be removed by no later than December 1, 2019.
- **Public Access – Boulders**: Boulders shall be shifted to allow pedestrian access by no later than December 1, 2019.



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- **Roadways:** An easement shall be recorded allowing public non-motorized access on and over the roadways by no later than December 1, 2019.
- **Break-Away Gate:** The Break-away emergency gate shall be installed by no later than December 1, 2019.
- **Topping of Trees:** The property owner shall be responsible for replanting all topped trees at a 1:1 ratio with the same species. Staff estimates that between 10-15 trees have been topped, however the property owner will be responsible for counting the exact number for replacement purposes. The replacement trees shall be mature and no less than 15 feet in height. The location of the new trees shall be in close proximity to the trees that were topped. The property owner shall provide an aerial photo with the number of new trees, their location and a bond for 125% of the cost of the trees by no later than December 1, 2019. The trees shall then be installed by no later than June 1, 2020. The Town will hold the bond until an inspection is conducted by the Planning Department to confirm the work has been completed. Failure to meet this requirement will result in code enforcement follow-up and fines.
- **Heating Element:** The heating element in Phase I (Pine Glades Drive) shall be fixed and functioning by no later than January 1, 2020.

**OPTION #2**

Staff is open to reviewing the alternative trail plan that was presented in your letter dated June 26, 2019. However, staff cannot comment on whether we fully support this plan because 1) the Town has not reviewed a complete plan, 2) The Pathways Department has not weighed in, and 3) residents of Pine Glades and the general public have not provided comments. Ultimately Town Council will make the final decision should you chose to pursue an alternative trail plan. Pursuit of this option requires application for a new Development Plan Amendment by no later than November 15, 2019. Although you have a Development Plan Amendment application (P19-018) submitted, the expected new information will result in substantial changes from the current application, thus requiring a new application submittal. If the Town Council denies your proposed alternative trail plan, the Town will immediately start the revocation process (Land Development Regulation (LDR) Section 8.9.3) described in the original letter sent by the Town dated May 28, 2019. Below are all items to be addressed in the new Development Plan Amendment.

1. **Exterior Materials** – The duplex addressed at 140 & 142 Pine Glades Drive requires a Development Plan amendment approval because the proposed exterior materials do not match what was originally approved. This item is already included in the currently submitted Development Plan amendment application, so please resubmit this information with the updated Development Plan amendment application.
2. **Public Non-Motorized Access** – Your letter proposes a new trail plan that seeks to meet the intent of the original approvals and to satisfy both the residents inside and outside of the Pine Glades development. This plan does not allow public non-motorized access on and over Pines Glades' private roads but it does identify the location of new proposed public trails and a commitment to record trail easements and install associated trail signage (where applicable). At this time the Town cannot comment on whether we support this idea because of several unknowns such as the public's input, the feasibility of the proposed trails on steep slopes and input from Pathways. Ultimately the final decision will be made by the Town Council. Please submit a new narrative with supporting documents/plans, findings, etc. You will also need to clarify when the proposed new trails will be installed.
3. **Signs** – Whether the 'No Trespassing' signs intended to prevent public access to Pine Glades' private roads can remain will depend on the Town's final decision regarding the applicant's

trail proposal and the Development Plan Amendment. If the Town is convinced that the proposed trails provide safe and adequate public access through the site consistent with the intent of the original Development Plan, then the 'No Trespassing' signs may not need to be removed. Furthermore, as part of the Development Plan amendment you will need to work with Pathways to propose a signage plan that adequately directs users to the appropriate trails according to your plan.

4. **Boulders** – Similar to the "No Trespassing' sign comment above, whether the boulders can remain will be directly related to the Council's final decision on your trail proposal as part of the Development Plan amendment process.
5. **Heating Element** – The heating element was proposed and approved as part of the original Development Plan thus the element must remain unless the Town Council approves its removal. As part of the Development Plan amendment you may request the removal of the Phase I and/or Phase II heating element and provide justification and reasoning supporting its removal. Due to the Town's efforts and strides to reduce energy consumption, staff would be supportive of removing the heating element in both phases.
6. **Topping of Trees: Should you choose Option #2,** the property owner shall be responsible for replanting all topped trees at a 1:1 ratio with the same species. Staff estimates that between 10-15 trees have been topped, however the property owner will be responsible for counting the exact number for replacement purposes. The replacement trees shall be mature and no less than 15 feet in height. The location of the new trees shall be in close proximity to the trees that were topped. The property owner shall provide an aerial photo with the number of new trees, their location and a bond for 125% of the cost of the trees by no later than December 1, 2019. The trees shall then be installed by no later than Jun1, 2020. The Town will hold the bond until an inspection is conducted by the Planning Department to confirm the work has been completed. Failure to meet this requirement will result in code enforcement follow-up and fines.

**DEVELOPMENT AGREEMENT FOR PHASE II**

Upon coming into compliance through one of the two options above, you may then proceed with the Development Agreement related to Phase II. Currently you have a Development Agreement application (P18-342) submitted which can be amended. There is no deadline for when you must act on the Development Agreement for Phase II, thus you may re-submit new materials at any time. If you re-submit for the Development Agreement you must address the following items:

1. **Sidewalks** – As part of Phase II you will be required to install a sidewalk similar to Phase I which is shown in the original Development Plan. The sidewalk shall be clearly explained in the Development Agreement narrative and included in the overall bonding.
2. **Lower Trail** – As part of Phase II you will be required to install the lower trail which runs across the property north (below) of Jessica Lane. The lower trail must be included in the Development Agreement narrative and bonding.
3. **Landscape Plan** – Should you choose Option #2 above, as part of the Development Agreement you will be required to provide a landscaping plan that not only reflects the amount and location of trees/shrubs currently planted but also identifies the amount and location of additional planting required by the original landscape plan approved with the Development Plan. A cost estimate for the remaining landscaping will be required in order to calculate the appropriate bond amount.

**MINOR DEVIATION**

**Avalanche Fence** - The applicant has already received approval to install the avalanche fencing above 140 Pine Glades Drive through a Minor Deviation (P19-157). This matter is considered to be resolved.

Thank you for your attention to this important matter and please let us know if you have any questions.

Tyler Valentine
Senior Planner

David DeFazio

Jackson Planning & Building Department
Attention: Tyler Valentine
tvalentine@jacksonwy.gov

Re: Pine Glades Pedestrian Access January 6, 2020

Mr Valentine,

I am writing to express my objections to the recent Pine Glades trails proposal, and to the actions of the developer to create what is essentially a private, gated community. My home is immediately west of the Pine Glades gate and my driveway enters the cul-de-sac at 695 Pine Drive.

I am personally familiar with the evolution of the Pine Glades development because I share a property boundary with the development and worked closely with the original developer when designing my driveway and securing an easement across Pine Glades to lessen its grade. The developer was easy to work with, reasonable, and quite accommodating. As a neighbor, I was invited to all public meetings and expressed my opinions regarding two primary issues that were important to me. My primary request was that I, and all others who had grown accustomed to using the single-track trail through the Pine Glades property, be allowed to continue pedestrian access across what would become the road. This would allow people to walk or bike from the end of Pine Drive, through Pine Glades, and to Snow King. I personally used this access to walk to Snow King and either ascend the boot pack for exercise and then return home, or descend to Town in the evenings. In the winter months, I would ski on the single-track to access the lifts and trails on Snow King. I used this trail often, and at all hours. The developer heard my request, and the same request of others, when agreeing to provide pedestrian access across the roads that would be built. This grant of access was clear and unambiguous, and essential to approval of the development. It also made a clear statement that Pine Glades was intended to weave itself into the existing neighborhood, not become a private island.

The tunnel was built in response to the objections of Pine Drive residents who did not want an increase of vehicular traffic on a road not built to handle it. It was not in the interest of the Pine Glades developer, nor Pine Drive residents, to create a dynamic where vehicles could pass through the access point in either direction. Because of this, the second request made during those meetings, which I echoed, was the need for a “gate” to prohibit vehicular through-traffic. A chain was installed by the original developer to prevent such travel and worked relatively well. And while the current developer failed to maintain the chain, or any gate for that matter for quite some time, a gate has finally been installed, destroyed, and now reinstalled. This point now seems moot. But it is important to remember that the current developer was very slow to meet this requirement.

Not only has a gate been installed, but a barrier to pedestrian access has been constructed in the form of large, stacked boulders and a landscaped dirt mound.[1] Bold no trespassing signs were also placed on wooden posts which are in violation of the clear and unambiguous grant of pedestrian access by the original developer. I cannot stress enough the intent that pedestrian access be granted across the road that was built. As evidence of this intent, one need only look at the trail system that was built into the Pine Glades development. Every single trail leads to the road and clearly suggests travel over the road to create a continuous flow of pedestrian access. To suggest anything to the contrary is laughable. There were even trail signs placed on trailheads that directed pedestrians to the road, and nowhere else. These were obviously placed there with the permission of the original developer. Finally, this access was used by the public during the ownership of Pine Glades by the original developer. I personally walked, ran, and skied across the road countless times after it was completed, without any objection by Pine Drive residents or the original developer. This brought to fruition the intent to continue the neighborhood dynamic and continue access to and from Snow King.

In the wake of the sale of the development to the current owner, access has been denied. In addition to the creation of the pedestrian barrier discussed above, the Shade Monkey trail has been reclaimed by the developer, its trailhead sign removed, and wolf sculptures placed at, and near, the access point. Art? Maybe. A sad attempt to strike fear into pedestrians? More likely. But the current developer's intent to deny access is clear. The proposed new trail design is unreasonably steep; it cannot be biked. It would be squeezed along the western border of Pine Glades and is a ridiculous attempt to adhere to the pedestrian access promised to our neighborhood and community. Sure, selfishly, I don't want this trail constructed immediately next to my house. But from the greater public's perspective, the public that has enjoyed traversing the Pine Drive loop and accessing Snow King during all four seasons, the developer is seeking to effectively end all access. This trail will be unreasonably steep and slick during the winter months and will remain largely unused…which I suspect is the true intent of the developer. During summer months, many walkers and bikers will be deterred from utilizing the proposed trail because it is simply not user-friendly. It is akin to a ladder.

I have heard from a couple Pine Glades residents that the sound from pedestrians using the road is allegedly intolerable, which justifies denying access. Untrue. Pine Glades is not a private community, was never intended to be so, exists within the densely populated Town of Jackson, and the sound that they must suffer is "suffered" by us all. I live next door and have no such complaint.

I have also heard concerns regarding potential liability to pedestrians who walk across the road. This is ingenuine considering the considerably heightened danger presented by the proposed switchback trail system; flat ground seems far safer to me. And, finally, I have heard a couple of those same residents suggest that they were promised a private community by the developer. *If* the developer made such a representation, which seems surprising given the wealth of evidence to the contrary, then the issue must be resolved between those two parties.

[1] While I do not object to the aesthetic of the dirt mound, I do object to the construction of the boulder barrier and question whether the proper permit was obtained for either.

Neither the Town or Jackson, nor the public who worked with the original developer, have a dog in that fight.

I respectfully request that you deny the trail system proposed by the developer of the Pine Glades subdivision and enforce the right of pedestrian access across the existing road as was intended and agreed upon by the original developer, the Town of Jackson, and the public.

David DeFazio

**Jim Woodmencey :: P.O. Box 2221 :: 690 Pine Dr. :: Jackson, WY 83001**
**Tel = 307-739-9282 :: Cell = 307-690-9282 :: email= jim@mountainweather.com**

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Date: January 6, 2020
To: Tyler Valentine
Jackson Town Planning Commission
cc: Jackson Town Council
From: Jim Woodmencey
RE: Item P19-262 Amendment to Pine Glades Development Plan

Tyler,

Please accept these as my comments on the latest development plan for Pine Glades

I have been a permanent resident on Pine Drive since we bought our home there in 1987. We have always had pedestrian access across what is now the Pine Glades property for as long as I have lived here on Pine Dr.

Originally, access was via a single-track trail from the east end of upper Pine Dr. across to Snow King at a point just below the present-day Shade Monkey trail.

Before the original developer broke ground more than 10 years ago now, residents of Pine Dr. and vicinity were promised at Town Planning meetings that we would always have pedestrian access to Snow King across this property.

That promise was honored by all previous owners of the property. Even to the point of creating a trailhead and building a connector trail to the newer Shade Monkey trail, to gain access to the upper trail system, Sink or Swim.

This made for a nice year-round walking loop for residents of Pine Dr. & Pine Glades, to connect back via the KC or Champa trail at the bend in upper Pine Dr. This was available for residents and their pets to use, outside of winter closure areas and outside of the Snow King Ski Area boundary.

All was great until about two years ago when the present owner, John Tozzi, began harassing people who were walking through Pine Glades. A wall blocking pedestrian access was constructed and *No Trespassing* signs posted at the end of upper Pine Dr. (along with also enclosing and hindering access to a fire-hydrant), where the Pine Glades gate is now.

Within the last two years, the trailhead in Pine Glades was also removed, during construction of the duplex unit on the property. The property owner had requested that the trailhead be re-located "nearby", it never was!

The new trails proposed by Mr. Tozzi this past summer, starting at the west end of Pine Glades (outlined by On-Sight Surveyors on the maps and with flagging on the property) are completely unacceptable.

The proposed trails are ridiculously too steep at their start, going uphill or downhill from the end of Pine Dr. They would not be mountain bike friendly, as the previous trail was. Nor would they be reasonable for walking on in the winter months (steep and slippery). The previous trail on the property, which was accessed via the Pine Glades road, was of reasonable grade to facilitate walking on all year. Humans, dogs, bikes, skiers, etc. all could negotiate that old trail access quite easily.

In summary, I would ask you to not approve the new trails, as proposed. And, I would ask the Town Planners and Town Council to please recommend that the Pine Glades owner allow pedestrian access to continue as it always has historically. Additionally, I would hope the Town Planners & Town Council would require that the Pine Glades owner restore the old access trail at a nearby location to the old access point.

Very Respectfully,

Jim Woodmencey

Date: January 7, 2020

To: Tyler Valentine
Town of Jackson Planning Commission
Cc: Jackson Town Council
From: Laura Bonich, PE, LEED AP
RE: Item P19-262 Amendment to Pine Glades Development Plan
Tyler and Planning Commission

I am writing regarding the proposed trail system for Pine Glades. As noted in the staff report the Project was approved by the Town based on the Developer's commitment at a public meeting to allow access through the project. In addition, Wyoming state law requires that after 10 years of public access across private property to access public lands public access should be maintained and a prescriptive right of access exists. The trail across the property was used for the last 30 years clearly establishing a public right of access.

I met with the current owner's representative, Mr. Collings regarding the proposed trail system. I was very clear that the proposed trail is not acceptable because it does not facilitate year round access. The Town has allowed the project to block access with no trespassing signs in direct contradiction to the commitment made by the Town and Developers when the project was approved. Previously there was direct winter access to Snow King and the Phil Baux for skiing, walking, biking, snowshoes or cross country skiing. The "trail" proposed by the project is way too steep (will likely have essentially stairs) and I do not see any commitment to heat the steep part or provide weekly snow removal or other maintenance to allow winter access.

All of us cross private property every day. Whether it is at an apartment project, a grocery store a restaurant, alley, parking lot, driveway or private road. The notion that Pine Glades somehow has "special" liability that would prohibit public access is non sense. There are literally thousands of miles of private roads with public access in the United States. I have personally design and stamped plans for private roads in my 30+ year career as a civil engineer. It is common to gate roads for limited vehicle access and allow other modes (walking, skiing, biking etc) of access. In addition, prohibiting these modes goes against every planning principle for good land use and is not allowed by the for USGBC LEED projects.

There is a simple solution – just require the developer to allow non-vehicular access through the project on the existing road as was agreed to by the Town and Developer. You have the ability to require the Developer to comply as part of your discretionary approvals and it is the right thing to do. This access was used extensively up until August of 2018 with no negative impact on the project.

Thank you,

Laura Bonich

645 Pine Drive
Jackson, WY 83001
775-340-5346
lauraabonich@gmail.com

## Tyler Valentine

**From:** Will Bradof <will@localjh.com>
**Sent:** Tuesday, January 07, 2020 12:02 PM
**To:** Tyler Valentine
**Subject:** Pine glades access

Dear Town of Jackson/ planning dept . I am writing to express my frustration in the current state of Pine Glades development in regards to accessing the trails on forest service land . As a 10 plus year resident of aspen drive and pine drive I would hope you do the right thing and ensure that the pibe glades development makes the necessary changes to allow people to access the trails via their road system. As I understand this was a condition of the original development and now it has somehow turned into "no trespassing" signs with gates with boulders , and ditches cut across existing trails to make all feel unwelcome . Please help us make some changes so this new development can at least appear to be part of the community that we live in . Sincerely . Will and Jennifer Bradof, 595 Pine Dr.

Will Bradof
*Chef/Owner*
**Trio | Local**
Will@localjh.com
c. 307-690-6460

## Tyler Valentine

**From:** Garth Gillespie <garth@jhexperts.com>
**Sent:** Tuesday, January 07, 2020 12:25 PM
**To:** Tyler Valentine
**Subject:** Snow King Trail System

Hi Tyler,

I am ignorant to what is happening with the Pine Glades development and potential trail closings and rerouting but I'd like to support the neighborhood access that is currently available. Reading on Social Media brought me to the attention that the current developer is trying to close this access... I was here when Pine Glades was designed and developed and I specifically remember the subject trails being discussed and the Town Council or Planning department requiring public access.

Please don't allow private developers change the access as it is important for the local community to have access to the forest which has been in use for over 30 years (GIS photos).

Thanks for your time -
--

**Garth Gillespie**

**(307) 413-5243**

## Tyler Valentine

**From:** Jennifer Bragg <jennybragg82@gmail.com>
**Sent:** Monday, January 13, 2020 8:32 PM
**To:** Tyler Valentine
**Subject:** Pine glades commentary

Hi Tyler,
My name is Jenny Bragg. Myself, my husband Jonathan, and our two children live at 45 Pine Glades unit A. We have been Town of Jackson residents for 20 years. My husband works at the Wort Hotel and I own a local business. Being chosen for an affordable home was an absolute dream come true for us. We truly love this community and have worked incredibly hard to be apart of it.
The proposed trail will run within two feet of our home. This two feet extends alongside my bedroom window and also my children's. Not only would this be a complete invasion of privacy, but it would also be a safety risk.
Over the 10 years we have owned our home, we have dealt with numerous disturbances. The last just 6 months ago while I was 7 months pregnant with my son at the end of last summer. A man knocked on my front door demanding that I let him in. After calling the police and being told by an officer, "if I own a gun it would be a good idea to have it readily accessible" and then several days later, finding out he had tried to get into several other homes across the street and had been camping in the woods 50ft from my house. This particular evening I was home alone with my 5 yr old daughter while my husband was at work.
Aside from that we've had numerous issues with dogs in our yard and all that entails over the past decade. People having sex in their cars in the parking lot, finding trash, used condoms and other undesirable items walking from my car to my front door.
Our other concerns are about safety. It's no secret that off leash pets are a growing issue in this community. What happens in the event one of my children are attacked by a dog? Dogs do not consider property lines and it would not be a first as our neighbors mother in law was attacked by a Pine Dr. residents unleashed animal and suffered a tremendous injury of a broken hip.
I am not an unreasonable person, but requesting a public access trail to be placed 2 feet from my home that is literally visible from my shower window is an incredibly unreasonable request.
I'm not interested in cutting off access to public lands for fellow Jackson citizens. It's why we all live here, to enjoy all the bounty this beautiful place has to offer. However, I don't believe the placement of this development has cut off any access at all. There is a trail connector at the west end of the development, and another at the end of Spruce dr. I do not understand the Pine Dr. residents or the towns need for a trail when there are already two.
I also do not understand the need for access to a neighborhood I pay dues that equal one third of my mortgage to maintain. If the town would prefer to take over maintenance I'd be happy to comply with our neighborhood roads being publicly accessible. But I do not understand how the town of Jackson can force Pine Glades residents to pay for road maintenance while granting public access.
I highly doubt any Pine Drive residents would be willing to sacrifice their privacy, safety, & security, if the roles were reversed. Who wants a trail head outside their bedroom window?

Sincerely,
Jennifer Bragg
45 Pine Glades, Unit A

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Jenny Bragg

Jackson Parlour
307.201.6959
Jhparlour.com
Jennybartistry.com

**Tyler Valentine**

**From:** David Defazio <David@defaziolaw.com>
**Sent:** Monday, January 13, 2020 1:58 PM
**To:** Laura Bonich; Lea Colasuonno; Tyler Valentine; Jim Woodmencey
**Subject:** RE: Town of Jackson

Hello Lea –
I echo all of Laura's questions and concerns, and add one observation. Although I find it baseless from the start, the residents of Pine Glades who have voiced concern over liability should recognize that constructing a near vertical "path" surely creates more liability risk than allowing access over flat ground.
I'm sure that Mr. Tozzi has threatened legal action against the Town if Jackson does not grant his request. But please know that legal action is also possible if residents are not granted access that was originally promised as a condition of approval.
- David

**From:** Laura Bonich <lauraabonich@gmail.com>
**Sent:** Monday, January 13, 2020 12:51 PM
**To:** Lea Colasuonno <lcolasuonno@jacksonwy.gov>; Tyler Valentine <tvalentine@jacksonwy.gov>; David Defazio <David@defaziolaw.com>; Jim Woodmencey <jim@mountainweather.com>
**Subject:** Re: Town of Jackson

Lea,
Thank you for taking time to call me the other day and congratulations on your new position. Regarding the Pine
Glades Project, I was wrong and had not read the the staff report at the time I spoke to you. I have reviewed both the application to amend the Development Plan P19-262, and the staff report dated January 10, 2020. I understand that this will be on the Planning Commission agenda on January 15 at 5:30. If you or other Town staff can clarify any of the following that would be greatly appreciated.

Can the Town of Jackson add additional requirements or conditions to the project since the Project is requesting an amendment to the original approvals that requires Council approval?

If the Town can add requirements then I would request that the Town formally require the Project to allow year round public access on the road as a condition of approval for the Development Plan Amendment.

The following are issues that I believe may provide the Town a reasonable reason to do so. The trail proposed by the developer would allow reasonable access for only about 50% of the year.

- The Town required the Developer to allow access as part of the original approval at a public meeting. This is evidenced in the public meeting recordings and has been verified recently by Town planning staff.
- The Town granted a "variance" to the hill side ordinance and allowed the project to construct a private road only because the project could not be developed if the Town required the minimum public road standard. The only reason the road is private is because the Town would not accept dedication of the non standard road for repair and maintenance. That road variance did not grant the developer the right to prohibit access and there was never any intent by the town to prohibit public access on the non standard road section.
- When the project ownership changed the purchaser clearly knew and understood that there was existing public access as evidenced by the existing well used trail connection near the midpoint of the Pine Glades project; as did each of the individual owners. In addition the current developer, Mr. Tozzi, has the majority of votes and still controls the HOA. Is granting access on the road through the project any different than granting access for a trail on the other HOA owned lots?
- The State of Wyoming allows access across private property after 10 years of public use to access public lands. The "trail" offered by the developer will not allow access 50% of the time as there will be significant snow from Nov 1 through May 1 that makes any use of stairs infeasible (not sure who estimated that the average slope is 10% - clearly much steep in many sections).

- There is no public good or benefit that comes from prohibiting access (it does allow the developer to sell units for more money). I do not believe the Town would allow access to be prohibited if the project was being approved today. Does the developer's request to modify the project entitlements give the Town the opportunity to formally require the access that was originally agreed to? If so why is this not an option in the staff report?

Appreciate your time. Laura Bonich

On Wed, Jan 8, 2020 at 11:23 AM Lea Colasuonno <lcolasuonno@jacksonwy.gov> wrote:

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Lea Colasuonno

Town of Jackson

Town Attorney

O: 307.734.3497

C: 307.690.9902

F: 307.734.7068

E: lcolasuonno@jacksonwy.gov

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Additionally, please note that all correspondence, including emails, to and from Town of Jackson employees in connection with the transaction of public business is subject to the Wyoming Public Records Act and that non-privileged communications and correspondence that is it not confidential may be disclosed to third parties.

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**Laura Bonich, PE, LEED AP**
**775-340-5346**
lauraabonich@gmail.com

## Tyler Valentine

**From:** Jim Woodmencey <jim@mountainweather.com>
**Sent:** Tuesday, January 14, 2020 7:02 AM
**To:** David Defazio
**Cc:** Laura Bonich; Lea Colasuonno; Tyler Valentine
**Subject:** Re: Town of Jackson

There are errors in the staff report regarding existing trails that were removed and or moved.
1) There was never a trail at the end of the cul-de-sac (west end of Pine Glades near gate) that went uphill. There are only faint game trails that exist in that vicinity
The original trail from Pine Drive to Snow King went about where the road is now and part of it was just below the wall. Just below where Pine Glades Drive is now.

2) The trailhead and connector trail that was established by the previous owner and Pathways, approved in 2011, just east of where the existing duplex is now, was never "relocated nearby". An approximately 30 foot connector was added just north of the top end of the tunnel (over the curb) to access the switchbacks on the trail that goes up the face of Snow King. That is not "nearby", it is not a trailhead, and it does not serve the same purpose of accessing Shade Monkey to Sink or Swim as a winter hiking route. (Snow King is Closed to hikers & dogs in winter).

3) The trail connector and trailhead mentioned above was not permanently removed until sometime after 2014, closer to 2017.

4) The new proposed trails (Sections 1 & 2) will require elaborate stairways at the start of these two trails, both above and below the cul-de-sac. These would present a hazard when snow-covered or icy, and essentially render them unusable in winter. That does not satisfy the intent of the original development plan.

The new owner should be required to comply with the Original Approved Trail Plan and the town should honor the promise made that pedestrian access (walk & bike) across this property will always be allowed. That "word" should be as good as anything in writing.

Jim Woodmencey
690 Pine Dr.
PO Box 2221
Jackson, WY 83001 USA
307-733-9616 Home
307-690-9282 Cell

www.mountainweather.com

On Mon, Jan 13, 2020 at 3:57 PM David Defazio <David@defaziolaw.com> wrote:

> Hello Lea –

**From:** ray beplat
**To:** Tiffany Stolte
**Subject:** very opposed to pine glades trail plan
**Date:** Wednesday, January 15, 2020 3:54:49 PM

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I am extremely opposed to the proposed trail between pine dr and wister dr/spruce dr. Just to give you an idea how close this trail comes to my house and garage at 700 pine drive ive attached a photo taken from my front door. The design of this trail down from the pine dr culdesac is clearly to have it as close as possible to the neighboring properties and as far as possible from the precious pine glades townhomes. this trail makes no sense and is not needed. it is literally 25 feet from my front door and deck, drastically affecting privacy and enjoyment of my property. Pine glades new ownership have been terrible neighbors and terrible people to deal with. This whole thing is ridiculous. See attached photo of proposed trail location on north side of pine dr.

Please come up with something better than this unusable, unneeded, intrusive trail.

Ray Beplat
700 Pine DR.

Dear Madam and Sirs,

As concerned citizens, as good faith property owners in the Pine Glades subdivision and as residents of the Town of Jackson, we want to go on record with regard to the issues on the Application for Amendment of the Pine Glades Development Plan, item P19-262. We respectfully file these comments and appreciate the efforts by all members of the Town Planning staff and Commission to address these issues.

1. Overview of Support for Application: We want to be very clear that we, the undersigned homeowners of Pine Glades, support all three of the provisions in the application for Amendment. Given the broad acceptance of two of the items regarding a heated street and the stone additions to the new units, we will focus our discussion on the Application relating to the proposed hiking trails.

A. Overall Position of Undersigned Homeowners: To be 100% clear, while the trails are not perfect for homeowners in Pine Glades development, it is a compromise that is supported by all the undersigned homeowners living on Pine Glades Drive. We believe that substantial effort and cost has and will go into the development of the trails as proposed in the application to the benefit of all residents of Jackson who chose to avail themselves of this opportunity.

B. Trail design: The trail design accomplishes many objectives. It provides ways to access Snow King Mountain. The trails come in close proximity to the homes within the development but are mostly reasonable compromises. The western-most trail is steep as Snow King Mountain is steep. It is not unreasonably so, and in many ways, seems to mirror the steepness of other portions of trails on Snow King. Of course, it will have snow during most winter seasons. Most trails have snow in the winter. This will be no exception and should be well known by residents of Jackson. While most residents believe the proposed trails are a reasonable compromise, however, with regard to the proposed north hiking trail, it does come very close to two condominium units. We would support other viable options to the proposed north hiking trail that eliminates these proximity concerns and understand that the applicant may have already come up with an option to address this matter. In short, the trail design is not perfect from the perspective of the development homeowners but it is demonstrably a very reasonable compromise if the proposed north hiking trail can be modified to effectively address these proximity concerns.

C. Broad Public Easement to Pine Glades Drive: We note at the outset that much of the public comments only tangentially discussed the trail compromise being proposed in the application. Rather, the focus of most commenters opposed to the Application simply turned to the issue of unfettered access to the improved parts of Pine Glades Drive and the private land on Pine Glades. The record should be clear that this, while related, is a very different issue than the question of whether the trail meets the developer's written obligations and is a reasonable compromise to provide trail access. There was never any assumption that the ONLY trail design was one which gives unfettered access to the now improved, paved, snow plowed, well lit from dusk to dawn year round and a well maintained Pine Glades Drive (all of which is paid solely by Pine Glades property owners). Nonetheless, we the homeowners feel the need to address this issue even though it is NOT, nor should it be, part of the consideration for P19-262.

2. Public Record: With regard to unfettered access through a new, previously undocumented public easement through the Pine Glades development, the fact is that the only record of making this public was oral comments in 2007 timeframe. These oral comments were made by the original developer which were NEVER to our knowledge repeated, codified, recorded or confirmed in writing, acted upon in negotiation with the developer, or in any other way materialized to be added to the public records for the Town of Jackson or Teton County. This is a simple fact which, however unfortunate, all the parties must accept. At this very late date, it would be a VERY material change some thirteen years after oral conversations to impose an entirely new right easement for access onto the Pine Glades development and over the land of the good faith purchasers of property. We could go into much greater discussion of the absence of any public access easement but the planning and zoning staff understands this issue in great detail.

3. Practical and design considerations: In addition to the absence of public record supporting public access, there are strong reasons why public access is simply not feasible EVEN had it been authorized:

A. Safety. The project design obviously was not built with the idea of full public use given homeowner’s safety. The overhang means that owners are stepping into a canopy road, or active bike, automobile, motorcycle, skateboard path when they step right outside their front door. There is demonstrated "adolescent" (of all ages) uses of the

pillars on our homes as a make-shift bike and skateboard slalom courses that endangers both the participant and the homeowners.

B. Liability: As private land, there is a presumption of culpability if someone is injured or killed on our property. Will the City grant the Pine Glades residents a complete indemnifications of attorney's fees, court costs, and damages as a result of injuries incurred on the development? Of course it will not. Might people use theories of architectural design, attractive nuisance, negligence in maintenance and the panoply of other arguments to find liability of the home owners? Of course they will if someone is injured or killed. It is not reasonable, years after all conditions were duly negotiated and agreed upon, and the design of the homes approved, and the written assurances that it would be PRIVATE, to impose this huge new liability on private property owners. Other private property owners, including those on the large lots on prominent neighborhoods with sizeable buffer zones between their homes and the road, have the unfettered ability to keep trespassers off their property thereby limiting liability. We have had and should continue to have the same right.

C. Quiet enjoyment of private property: A fundamental tenet of private property is the right to enjoy the property with unnecessary noise. The area must be kept private as the approved design of the units is such that people can stand directly underneath our balconies and under our living rooms. If unfettered public access is permitted, this can and will continue to happen at all hours of the day and night. Unlike some neighbors on other neighboring properties, we have no offsets or buffer on our property. The large lots do not have this concern given the distance from the public road. There is no ability to cure this issue for the existing good faith purchasers in the Pine Glades development.

D. Issues of failure to curb pets: There is a known history and well documented pet abuses that occur. Of course, most pet owners are conscientious about managing their pets, but the ones that are not have made an impact on the residents of Pine Glades.

4. Alleged Developer Transgressions: A number of the commenters outside of our community seemed to focus on alleged transgressions (e.g., topping of some trees, unauthorized landscaping, etc.) by the current owner of the development. We are, however, homeowners in the development, and are good faith purchasers of our homes. We are not the developer nor do we share in his potential rewards or financial exposure. If the developer has taken inappropriate actions, the City

has remedies which they can impose upon him WITHOUT unnecessarily penalizing good faith purchasers who wish to live in harmony under the terms and condition in effect when they purchased their homes.

5. Alleged "Elitism": In addition, a number of the external public comments appear to irrationally and inappropriately accuse the residents of the Pine Glades development of elitism. We are of course offended. We can only surmise that such offensive accusations are made based on frustrations largely born from the fundamental weakness of opponents position (total lack of documentation, good faith homeowner purchaser property rights, etc.) to achieve access to our property.

6. Alleged Recriminations of "un-Jackson like" behavior by Pine Glades residents: There is a huge irony in one of the commenters largely chastising the owners in Pine Glades for effectively not giving to others that which we have paid for (i.e., access to our private property). She does this while simultaneously chastising the Pine Glades home owners for not embodying the "spirit of Jackson." We are again offended by such recriminations when we only seek that which other private property owners have in Jackson (i.e., the ability to enjoy their private property). This person demanded that the zoning and planning commission to (paraphrasing) "just use the leverage that the City has and deny everything (without regard to ANY merit on the other two conditions) and make them give us what we want. Don't be a foolish City, just demand it!" So, this is the type of behavior she would have the City of Jackson adopt and be known for? To have <u>no</u> regard for the written, long established public record of negotiations, written reports, permits granted? No regard for good faith purchasers when you have "leverage" and can change the terms of the long standing public record? <u>No</u> regard for the property rights of bona fide good faith purchasers? The great irony of course is that this is NOT what Jackson stands for nor should it ever stand for.

7. Eminent Domain: The City and County of course enjoy the option of appropriating land under eminent domain for appropriate public uses consistent with the Wyoming Constitution and implementing laws and regulations. This of course is an entirely different proceeding than the present one and involves appropriate compensation for such taking of private property. While we see no such need given the developers proposed trail system and access it will provide, we the homeowners in the Pine Glades development will be obligated to have such discussions with the City under the rules and regulations that govern such

matters. We strongly believe however that it should not come to this given the detailed written record and the reasonable trail proposal in the application of the developer.

Thank you for the ongoing efforts and for our ability to respectfully submit our views. We are happy to provide such additional comments as the planning and zoning commission may request.

Respectfully,

Pine Glades Undersigned Homeowners:

| | |
|---|---|
| Alex Good & Darrylynn Kaun | 260 Pine Glades Dr., Jackson, WY |
| James & Lucy Wong | 242 Pine Glades Dr., Jackson, WY |
| Charles & Tory Nagle | 160 Pine Glades Dr., Jackson, WY |
| Linda Damiano | 164 Pine Glades Dr., Jackson, WY |
| Tony Hartl | 262 Pine Glades Dr., Jackson, WY |
| Susan Oremus | 224 Pine Glades Dr., Jackson, WY |
| Bryan Shannon Mills | 220 Pine Glades Dr., Jackson, WY |
| Doug & Paige Lee Schrier | 240 Pine Glades Dr., Jackson, WY |
| Bill & Stephanie Binch | 244 Pine Glades Dr., Jackson, WY |
| Jeff Hussey | 220 Pine Glades Dr., Jackson, WY |

| | |
|---|---|
| **From:** | Laura Bonich |
| **To:** | Hailey Morton Levinson; David DeFazio; Jim Woodmencey |
| **Subject:** | Pine glades non vehicular access |
| **Date:** | Monday, February 03, 2020 8:35:02 AM |

Hailey
If you have 10 minutes in the next few days we would like to meet with you or set up a conference call to discuss requiring pine glades to record an access easement on the road to allow non vehicular access. The council will hear this issue on February 18. The original project application and developers commitment at a public meeting (tape verified by staff) said year round access would be allowed on the road. The city never made sure that the access easement was recorded with the original approvals and so none exists. The developer is asking for changes to the project giving the town the opportunity to require a recorded access. The best example was testimony at the planning commission meeting when another resident essentially said this is not jackson when a 10 year old can not walk to his friends house (in the workforce units) without someone calling the cops. Access had been allowed until recently when the project posted no trespassing signs and constructed a big rock wall to block entry. Appreciate your time and everything you do. Laura

**Laura Bonich, PE LEED AP**
C: 775.340.5346

February 4, 2020

Town of Jackson Planning and Building Department
Attention: Tyler Valentine
PO Box 1687
Jackson, WY 83001

Tyler Valentine,

I am writing to express my position on the trail, uphill of the cul-de-sac, being proposed at the west end of the Pine Canyon Development. This trail is redundant and unnecessary. There is a trailhead on Pine Drive 440 yards west of the proposed trail that allows for pedestrian and bike access to the Snow King trail network. Most hikers and bikers have to pass right by the Pine Drive access in order to get to the proposed access point. Given the hazards associated with slope development, it makes little sense to disturb this pristine hillside when a well designed access point that accommodates pedestrians and bicycles lies just 440 yards to the west.

The Town of Jackson, Pathways, USFS, and undoubtedly others have cooperated to put together a fantastic and well maintained trail network on Snow King mountain, and all of the residents within the two arcs on the attached map have to walk at most the equivalent of one lap around a school track to get there.

Sincerely,

Mark Oblack
266 Pine Glades Drive

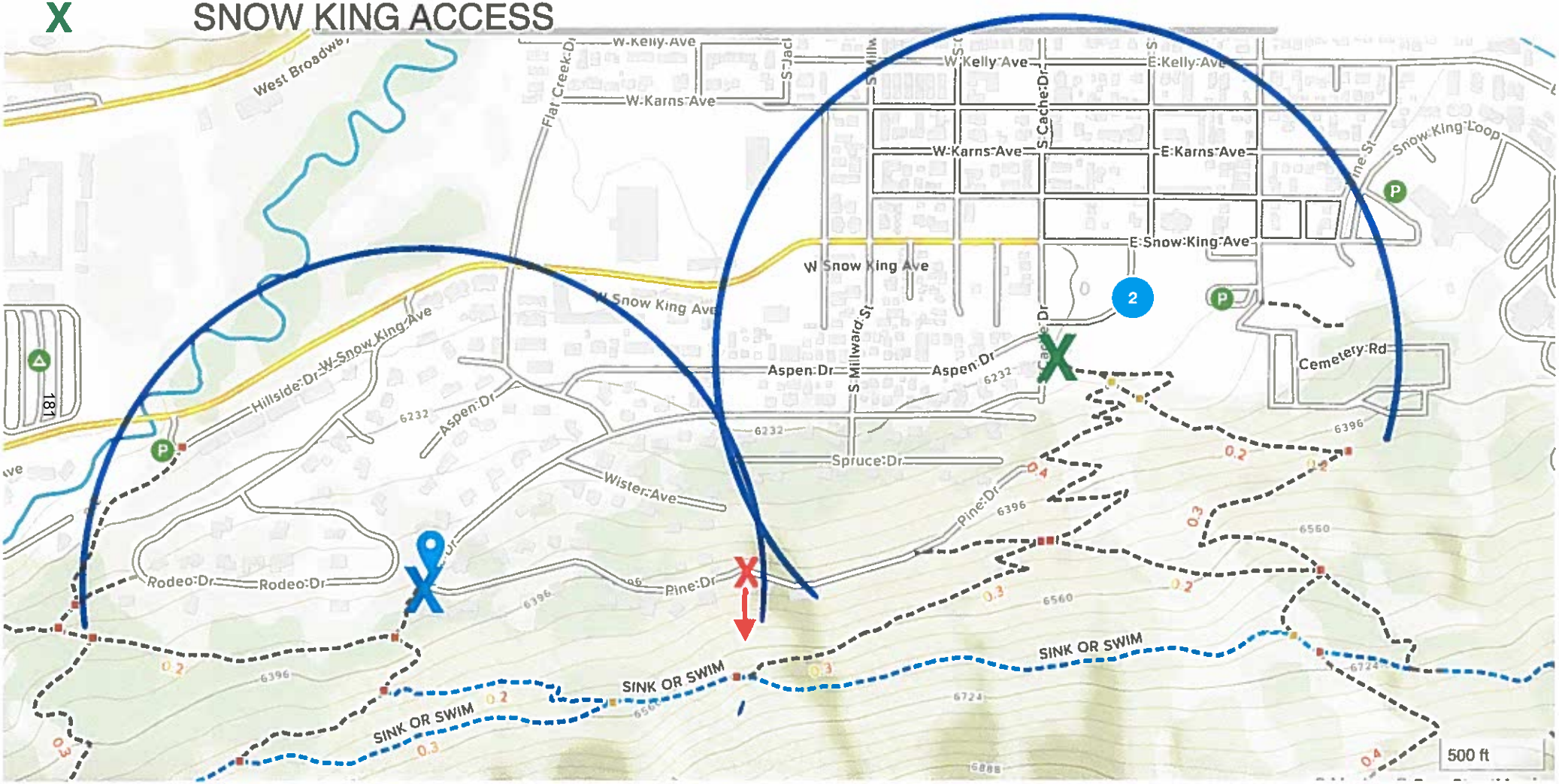
Attachments: 440 Yard Access Map

440 YARD ACCESS ARC

X REDUNDANT PROPOSED UPHILL ACCESS

X PINE DRIVE ACCESS

X SNOW KING ACCESS



| | |
|---|---|
| **From:** | Laura Bonich |
| **To:** | Tiffany Stolte; Tyler Valentine; David DeFazio; Jim Woodmencey; Town Council |
| **Subject:** | Pine Glades compliance requiring non vehicular street access |
| **Date:** | Wednesday, February 05, 2020 9:06:32 AM |
| **Attachments:** | image.png<br>image.png<br>image.png |

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Planning Commissioners,
Below is an excerpt from the compliance letter addressed to the Pine Glades project from the Town date 5/28/19 stating that the Project is not in compliance with the street access requirements. The letter can be found starting on pdf page 65 of your staff report. The proposed trail in the current application is in no way equivalent to year round street access and should not satisfy the compliance requirements identified in the letter. The compliance letter states that the Project may not receive additional approvals until the project is in compliance. Please condition the project to provide a non vehicular street access easement prior to the project receiving any additional approvals. Please do not remove the project requirement for operation of the street snow melt system (which will likely save the residents at least $1M over the next 10 years) until the access is granted. It is not fair for the Town to remove this requirement but not enforce the street access requirement.
On Page 2 Town Letter dated 5/28/19

Glades Final Development Plan"). Under each heading is a description of a specific development obligation, status of compliance, and a reference to attached exhibits.

**ROADWAYS: Non-Compliant with Pine Glades PUD**

As part of the Pine Glades PUD the Applicant committed, both verbally and in writing, to provide public non-vehicular/non-motorized access across, over and on the site's roadways. The complete public record memorializing this obligation is provided below (Exhibits A – H).

> ***EXHIBIT A:*** *Letter from Jackson Hole Community Pathways to the Town Planning and Building Department related to the approved Variance (P07-076) to develop on a lot with slopes greater than twenty-five percent (25%). The letter commends the original Developer (Dave Taylor) on their willingness to include public access across, over and on Pine Glades PUD for non-motorized users.*
>
> ***EXHIBIT B:*** *Transcription of David Taylor (original developer) on record at the Jackson Town Council meeting on January 7, 2008 committing to the Jackson Town Council that the Pine Glades PUD would be open to the public and that the public would have non-vehicular access through the interior roads to access trails.*
>
> ***EXHIBIT C:*** *The narrative section (5 pages taken from the project summary) of the Final Development Plan pledging that the updated project plan specifically included public access to the trail heads in the Pine Glades PUD from Pine Drive and Spruce Drive (page 2). In addition, the last two pages under headings Section 2170.J.11 Streetscapes states 'Nevertheless the proposal includes pedestrian pathways, in the form of public trail access easements fronting the lower row of buildings, allowing pedestrians access from the Pine and Wister Drive neighborhoods to the Snow King Ski Areas and Bridger-Teton National Forest'. Furthermore on the last page, it states that 'the development will provide at least four pedestrian access easements across the property providing a link from the neighborhoods west to Snow King slopes and beyond...'*
>
> ***EXHIBIT D:*** *The approved Final Development Plan trail map identifying all trails within the Pine Glades PUD as 'Public Ski/Hiking Trails' which directly connect to the roadways.*
>
> ***EXHIBIT E:*** *The recorded Subdivision Improvement Agreement which, on page three under 'Public Pathways,' describes the developer's obligation to build the trails delineated on the trail map as 'Public Ski/Hike Trails' (see also EXHIBIT D).*
>
> ***EXHIBIT F:*** *The approved Minor Deviation (P11-025) for a requested trail relocation with attached Town of Jackson departmental reviews discussing obligations for trail signage at the Cache Street and Pine Drive access points. The documents states that 'the applicant shall not obstruct public access on the proposed pathway'. Furthermore, this document includes a review comment that states 'the applicant shall not obstruct public access on the Town of Jackson access easement designated as "GCE Roadway" on the Pine Glades Townhomes Phase One Addition plat'.*
>
> ***EXHIBIT G:*** *The recorded plat for the Pine Glades Townhomes Phase One Addition which states that the Town of Jackson is granted an access easement across the entire GCE Roadway (under the Certificate of Owner, first column, 5th from the bottom). The second page is the actual recorded plat showing the GCE Roadway.*



And on Page 3

on a Pathways Easement or Amended Plat.

Based on the fact as evidenced in the public records described above and attached hereto, the Applicant was required to provide public access across, over and on the Pine Glades PUD roadways. This was verbally promised by the Developer (Dave Taylor) before the Town Council, was referenced in the FDP proposal, was clearly identified on the approved trail map, was clearly identified in the SIA, and was further a condition of approval with both Minor Deviations related to trail relocation.

And on Page 6

**1:** The following compliance issues must be resolved as indicated below. Failure to resolve these issues by the assigned deadline will result in the Town referring the issue to the Town of Jackson Code Enforcement Officer, in accordance with Land Development Regulation Division 8.9.2, and may prevent the issuance of further approvals and/or permits for the Applicant pursuant to Land Development Regulation Division 8.9.3.

- Public Access - Signage: The Pine Glades PUD required the installation and maintenance of signage indicating the right to public non-vehicular/non-motorized access across, over and on the site. The currently installed "No Trespassing" signage erected at two locations on the site violates terms and conditions of the Pine Glades PUD. All 'No Trespassing' signs must be removed by **June 1, 2019**. In addition, a new sign plan that is consistent with the approved Final Development Plan must be provided to the Town Planning Department by **July 1, 2019**.
- Public Access - Boulders: The Pine Glades PUD required public non-vehicular/non-motorized access across, over and on the site. However boulders have been installed adjacent to the break-away gate, thus restricting pedestrians and bicyclists from accessing the site. This violates the terms and conditions of the Pine Glades PUD. The boulders must be shifted to allow at least four to six (4-6) feet of space for bicyclists and pedestrians to freely access Pine Glades Drive and the area must be inspected by the Town no later than **July 1, 2019**.

Thank you,

Laura Bonich, PE, LEED AP
645 Pine Drive
775-340-5346
lauraabonich@gmail.com

February 21, 2020

Jackson Planning Commission
Jackson Town Council
Jackson Planning Department sent via email tvalentine@jacksonwy.gov
P.O. Box 1687
Jackson, WY 83001

Re: Pine Glades

Dear Ladies and Gentlemen,

I was a limited partner and the principal investor in the Pine Glades development from inception, ultimately becoming the sole developer a few years later. I remained the Pine Glades developer until I sold the remaining unbuilt part of Pine Glades in 2017. I retain ownership of a townhouse unit in the development have followed the recent efforts to gain approval of a trail across Pine Glades.

During the initial review and approval of the Pine Glades development, the neighbors on Pine Drive were adamant that no additional traffic pass in front of their houses even though Pine Drive is a town street. Their vitriolic opposition to any additional traffic forced me to spend $15,000,000 to construct a tunnel for Pine Glades residents to travel in the opposite direction. There was never any intention for the Pine Drive neighbors to have access to the private Pine Glades Drive and tunnel after it was built, regardless of any verbal statement made by the initial developer.

The proposed trail across the Pine Glades development which does not require access to the private road and tunnel is a suitable effort to accommodate neighbors who live near Pine Glades. It should be approved and the rights of private property owners should be preserved.

Sincerely,

Jeff Hussey
Pine Glades Investor and Developer

**From:** Jennifer Bragg [mailto:jennybragg82@gmail.com]
**Sent:** Tuesday, March 03, 2020 11:51 AM
**To:** Tyler Valentine <tvalentine@jacksonwy.gov>
**Subject:** Pine glades trail easement

Hi Tyler,

I hope this email finds you well!

Bill Collins, John Tozzi, & Dave Meyer have been around the house working on a new trail proposal. I just wanted to send some pictures to you that we took from our front door so that you could see the impact rather than from a few lines on paper.

This is even closer than the last proposed trail so I'm kind of confused as to why this would be "better" but we'll all hash it tomorrow at the meeting I guess.

Thanks so much!

Jennifer Bragg

45 A Pine Glades

307.690.7851

February 21, 2020

Jackson Planning Commission
Jackson Town Council
Jackson Planning Department sent via email tvalentine@jacksonwy.gov
P.O. Box 1687
Jackson, WY 83001

Re: Pine Glades

Dear Ladies and Gentlemen,

I was a limited partner and the principal investor in the Pine Glades development from inception, ultimately becoming the sole developer a few years later. I remained the Pine Glades developer until I sold the remaining unbuilt part of Pine Glades in 2017. I retain ownership of a townhouse unit in the development have followed the recent efforts to gain approval of a trail across Pine Glades.

During the initial review and approval of the Pine Glades development, the neighbors on Pine Drive were adamant that no additional traffic pass in front of their houses even though Pine Drive is a town street. Their vitriolic opposition to any additional traffic forced me to spend $15,000,000 to construct a tunnel for Pine Glades residents to travel in the opposite direction. There was never any intention for the Pine Drive neighbors to have access to the private Pine Glades Drive and tunnel after it was built, regardless of any verbal statement made by the initial developer.

The proposed trail across the Pine Glades development which does not require access to the private road and tunnel is a suitable effort to accommodate neighbors who live near Pine Glades. It should be approved and the rights of private property owners should be preserved.

Sincerely,

Jeff Hussey
Pine Glades Investor and Developer

**From:** Jim Woodmencey
**To:** Tyler Valentine; Tiffany Stolte
**Subject:** Pine Glades
**Date:** Wednesday, March 04, 2020 10:44:21 AM

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I will attend the meeting tonight, however, in case public comment is not taken on the Pine Glades proposal I would respectfully request that you require wording in the revised development that allows pedestrian access through Pine Glades, from Pine Drive.

If the newest owner (Tozzi) is requesting changes to the development plan, then this is the time for the Town to step up and say: "We'll grant your changes, if you accept the additional request to set the record straight as far as pedestrian access".

This is what was promised originally and what has been honored by all previous owners for more than 10 years. (And for as long as I have lived on Pine Drive, 33 years).

Please put it writing this time!

V/R
Jim

Jim Woodmencey, meteorologist
MountainWeather
PO Box 2221
Jackson, WY 83001 USA
307-739-9282 Office
307-690-9282 Cell

www.mountainweather.com

**From:** Laura Bonich
**To:** Pete Muldoon; David DeFazio; Jim Woodmencey
**Subject:** Pine Glades Public Access
**Date:** Friday, March 06, 2020 8:20:21 AM

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Mayor,
The Pine Glades project amendment (P19-262) will be on the Town Council Agenda for Monday, March 16th. If possible we would like to meet with you next week to discuss our concerns. We are asking the Town to condition the project, as part of the approval of this application, to record a public non motorized access easement on the HOA parcel that is the the Pine Glades road connecting from the tunnel to Pine Drive. This is consistent with the original project approvals (and referenced in 8 project documents identified by staff) and would allow year round access. Jim Woodmencey, David DeFazio and I could meet at the end of Pine Drive where the gate is if you would like to see the project area or at any time or place that is convenient for you. Appreciate your time.
Happy Friday. Laura

--
Laura Bonich, PE, LEED AP
775-340-5346
lauraabonich@gmail.com

| | |
|---|---|
| **From:** | Tiff Stolte |
| **To:** | tvalentine@jacksonwy.com |
| **Cc:** | Tiffany Stolte |
| **Subject:** | Pine Glades |
| **Date:** | Wednesday, March 11, 2020 2:41:07 PM |

---

Hi Tyler - I would like to express my concerns for building a new trail in Pine Glades.

1. Pine Glades should allow pedestrian and bicycle access on the road. Other private roads in town allow pedestrian and bike access and it works. It allows for movement through the neighborhood and allows for positive neighbor relationships.

2. Building a new trail will be very expensive and I don't believe that Pine Glades needs more expenditures at this time. In the 5 years we have lived in the Pine Glades Neighborhood our HOA dues have increased twice and we have received an assessment fee. The Pine Glades HOA Dues are extremely high and increasing regularly. The neighborhood includes 9 affordable and workforce homes. Having HOA dues increase regularly and receiving an assessment in the first 5 years makes living in a expensive town even harder. We are part of the workforce for Jackson and I would like us to be part of the town and community. I am extremely concerned that the Developer, John Tozzi will pass all or part of the trail building on to us through increased in HOA dues or additional assessment fees.

Pine Glades has become an unfriendly neighborhood. We live in a beautiful area where people love to walk and bike. I believe strongly that we should allow pedestrian and bicycle access on Pine Glades Drive. I do not support the Master Plan Amendment.

Best,
Tiffany and Scott Stolte
40 Pine Glades Drive

**Tyler Valentine**

**From:** Laura Bonich <lauraabonich@gmail.com>
**Sent:** Monday, April 06, 2020 9:25 AM
**To:** Tyler Valentine; David DeFazio; Jim Woodmencey
**Subject:** Re: Pine Glades - Monday Town Council

Tyler,
It appears that entire areas of trees have probably been completely removed in front of some of the existing units in Pine Glades in addition to the more obvious trees that have been topped. I am writing to request that the Town require the project complete a comprehensive tree survey of the entire property and compare the new tree survey to the original survey to identify the magnitude of the violation related to illegal removal of trees. Greg Prugh and Matt Faupel have both independently estimated that the increase in value of the existing market rate units, which did not have any views when they originally sold, and have views now, is at least an additional $500,000 - just for the view. Similarly the new duplex units are each worth an additional $500,000 with the trees topped. I am asking that staff recommend the Town defer any decisions related to the Pine Glades project until the the tree survey is completed and the Town understands the magnitude of the violation and can recommend appropriate mitigation. One suggestion could be to require ALL outdoor lighting be placed on motion sensors and/or turned completely off after 10 pm (this is common in jurisdictions that have strict night sky ordinances). This would help mitigate for the visual impacts separately from the need to compensate for the mature tree removal. FYI - If you go out to town square after dark and stand on Cache and look up at the hill its pretty obvious how "exposed" the Pine Glades project has become.

Thanks Laura

On Thu, Apr 2, 2020 at 11:02 AM Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

Hello,

Due to the Coronavirus situation, the Town is temporarily conducting public meetings/hearings through various technologies to enable remote access and reduce (or eliminate) physical attendance.

**Pine Glades will be the first Planning item on the agenda. Town Council has stated that this item will start at 6:20pm. This item will be allotted 1 hour on the agenda, after which, the item will continued to the next regularity scheduled meeting.**

Members of the public that want to comment on Pine Glades remotely will need to use Webex through their computer or smartphone. They will be able to see the proceedings but we will not be able to see them. When the time for public comment arrives for an item (as determined by the Council and/or staff moderator), the public will need to use the "raised hand" function to alert the chair/staff that they would like to speak. Once acknowledged, staff will unmute the member of the public and they will be able to speak. This will be done until all members of public have spoken.

- Important Tip: Download Webex: A Webex link to the Monday's meeting will be available through the Town of Jackson website, specifically under 'Agendas & Minutes', then click on "Town Council Regular Meeting'. Once open, a link to Webex will be at the top of the page. Use the link to download the program onto your computer. It takes about 5 minutes. So please install Webex as soon as you can before the meeting starts. Once installed, you will enter your name and email, then click the 'join' button.

Alternatively, if neither of the above options are available or preferred, you may submit emails addressed to the project planner or Town Council.

Finally, members of the public may speak in person if they are uncomfortable with Webex. If members of the public wish to comment in person, the following are helpful reminders:

- You may be speaking to an empty room as many of the Council members are also using the Webex platform to participate remotely.

- Due to the Public Health Order to not have more than 10 people gathered together, staff will ensure compliance by moving public/applicants into the chamber on an as-needed basis, while all others will wait outside the chambers for their turn. This may also mean waiting in your vehicle depending on weather and preference.

If you have any questions, please email me at tvalentine@jacksonwy.gov. We are continuing to work through these difficult times and your patience ahead of time is greatly appreciated.

TYLER VALENTINE

SENIOR PLANNER

TOWN OF JACKSON

P.O. BOX 1687

JACKSON, WYOMING 83001

(P) (307)733-0440

(F) (307)734-3563

TVALENTINE@JACKSONWY.GOV

WWW.TOWNOFJACKSON.COM

--

Laura Bonich, PE, LEED AP
775-340-5346
lauraabonich@gmail.com

**Tyler Valentine**

**From:** Laura Bonich <lauraabonich@gmail.com>
**Sent:** Monday, April 06, 2020 11:31 AM
**To:** Tyler Valentine; Jim Woodmencey; David DeFazio
**Subject:** Pine Glades existing trail p14-062 to the new duplex

Tyler,
Can you please also consider requiring the developer to re-vegetate the trail that connects from the duplex up to sink or swim and post signs at the national forest boundary prohibiting access to **and from** the Pine Glades property. Right now the Pine Glades residents have a private access to sink or swim from their project (supposedly "removed" according to your staff report). They use this access daily to get to the trail system (even all winter) as it is a nicely switch backing trail that even I can bike up :) It only seems fair that they should have to access the public trail system just like every one else - via the proposed stair case (which is in no way equivalent to the current project access). Thanks again. Laura

--
Laura Bonich, PE, LEED AP
775-340-5346
lauraabonich@gmail.com

**Tyler Valentine**

**From:** Laura Bonich <lauraabonich@gmail.com>
**Sent:** Monday, April 06, 2020 7:35 PM
**To:** Tyler Valentine; David DeFazio; Jim Woodmencey
**Subject:** Pine Glades Title report

Tyler,
Super disappointed you keep referring to the individual property owner title reports as if that has some standing or bearing on the road HOA lot. Title reports and thus title insurance are for the lot (Assessor parcel number) that is being purchase/financed. Given the number of HOA lots that are included in the Pine Glades property it is highly unlikely (and there would be no reason for the title company to pay/charge to do so) that any one would pay to have a title report prepared for all of the HOA lots. Title reports provide a brief summary and certify that the property does not have a lien or taxes due or other liabilities etc. The further likelihood that someone would pay the title company to actually pull and print all of the easements recorded over all of the HOA lots and then read those easements to see what they actually allow or convey to the HOA is even less likely. The fact that a home owner had a title report done on their property has nothing to do with the HOA lot.

--
Laura Bonich, PE, LEED AP
775-340-5346
lauraabonich@gmail.com

## Tyler Valentine

**From:** Laura Bonich <lauraabonich@gmail.com>
**Sent:** Monday, April 06, 2020 8:36 PM
**To:** Jim Woodmencey; David DeFazio; Tyler Valentine
**Subject:** Pine Glades Bonich Comments April 6, 2020

The issue is simple. There is no question that the project was approved by the Town Council with the agreement that year round access would be provided through the project. The same year round access in approximately the same location that has existed for 30 years. The Town staff cites 8 documents where this access is identified in the staff report. The applicant is misleadingly glossing over the requirements in the **written record**. The Subdivision Improvement Agreement identifies the developers access requirements. P11-025 states "***the applicant shall not obstruct public access on the Town of Jackson access easement designated as GCE Roadway on the Pine Glades Townhomes Phase 1 Plat***." We all know now that the required access was not recorded. Lack of a recorded access is the single issue that you can rectify by requiring the access as a condition of approval of this amendment.

The subject of this amendment requested by the project is the HOA lot that provides road access to the project and connects to existing Pine Drive. The HOA road lot has a snow melt system in it that was required as part of the project approvals. The project is requesting that the Town change this project requirement and abandon this system. Town staff estimates in the staff report that this will save the HOA in excess of $1 million dollars over 10 years. So again its simple - require access in this same HOA lot as a condition of approval of this request. This can easily be accomplished by simply amending the access already granted to the town for access to the water and sewer facilities located in this HOA lot.

The project should not be rewarded by the Town by allowing them to create the only privately gated project that physically bars non vehicular access and creates the only exclusive enclave for rich residents who can afford to purchase town home units already valued at double the median price of any home in Jackson.

A private exclusive enclave for the rich was never the intent of the project approval which clearly requires public access. The proposed trail is prohibitively steep and would allow access for about 4 months a year. It would not facilitate bike access or access for skiing both of which are specifically identified in the project approvals identified by staff. In addition trail construction would require removal of additional trees as I will explain below the existing residents have every reason to support more tree removal.

There have been multiple intentional and egregious violation of the project approval requirements, 18 of which are identified in the Town compliance letter. Significant financial gain for the market rate units has been created by the removal and topping of trees in front of the existing units and the new duplex. Two prominent real-estate agents have independently estimated that the increase in value for the existing units where the trees have been removed and topped is $500,000 per unit. A half a million dollars in gain for each resident who has trees illegally removed in front of their unit.

The Town should require a comprehensive tree survey of the entire project for comparison to the original tree survey to understand the magnitude of the violation which has occurred due to illegal tree removal prior to any action or decision related to the current project amendment requests.

There is no reason, either nuisance, noise or dogs or liability which would prohibit the public access that was a project requirement. It is no different than if they lived on any other street in Jackson, not unlike one town hill or any of the townhomes anywhere in Jackson. At the same time they paid their consultant to identify 600 plus locations in Town where existing residences are within 17 feet of public trails to justify constructing a trail right next to the affordable Pine Glades units. I trust you all can see the irony of its ok to walk by the $300,000 unit with dogs but not by the $3M dollar

unit. Please note that you are unlikely to hear anyone advocate for this trail except those in the market rate units who are trying to create an exclusive enclave accessible only to the very wealthy.

This is not who Jackson is. If my son takes his skis to walk over and skin up Snow king or goes to visit a friend in the affordable units that should not result in the very wealthy being able to call the police. You have the ability to tonight to require the project allow access as a condition of approval on the same HOA lot that is the subject of this amendment. We are counting on you to enforce the original project approval. Thank you

--

Laura Bonich, PE, LEED AP
775-340-5346
lauraabonich@gmail.com

April 3, 2020
Mayor Pete Muldoon
Vice Mayor Hailey Morton Levinson
Jim Stanford
Arne Jorgensen
Jonathan Schechter (delivered via email)

Re: Pine Glades Trail Plan (P19-262)
April 6, 2020 Council Agenda

Dear Mayor and Council;

As homeowners in Pine Glades we have closely followed the trail plan that is proposed for our neighborhood and is on your agenda for approval. We participated in the Planning Commission meetings on this application and we wish we could appear at Monday's meeting to speak in our own words, but out of respect for the cautionary procedures you enacted in response to the pandemic, your busy schedule and the gravity of the health and economic crises we are facing, we have formed the following unified statement as neighbors to the trail plan. We ask that you accept these written comments with all of the attention and deliberation you would give if they were verbally presented in person.

1. We support all three parts of the application on the April 6, 2020 agenda including the proposed trails. While we do not think the trail plan is perfect, we agree it is a reasonable compromise and the overwhelming majority of the homeowners support approval of this plan.

2. Much of the public comment from the neighboring Pine Drive residents only tangentially discussed the trail plan. Three residents from Pine Drive have consistently advocated that the general public be granted non-vehicular access on the private roads in Pine Glades. We very much oppose public access on the roads for the following reasons.

3. As Pine Glades homeowners, we have owned and maintained the roads and tunnel throughout our Neighborhood since 2010. In addition to paying the financial costs for this responsibility, we also have legal liability if anyone is injured or killed on these roads or in the tunnel. When approving Pine Glades in 2008, the Town Council deliberately resisted any financial or legal obligation for the construction and maintenance of Pine Glades roads and tunnel, and therefore the roads and tunnel were approved with the ownership and all responsibilities being privately held.

4. The roads and tunnel are not designed for public access. One travel lane of the road passes under building overhangs and immediately in front of our entrance doors and garages to our homes. Walkers, bikers, skateboarders and vehicles pass within a couple of steps of our front doors and there have been several near collisions with bikers, skateboarders and vehicles passing by our front doors and garages. The tunnel is especially dangerous for walkers and bikers and we all are aware of an alarming instance with a biker fell in front of a vehicle going in the opposite direction that was rounding the curve in the tunnel. Thankfully, the driver was traveling slowly, paying attention and was able to stop with the biker laying in front of his wheels.

5. Prior to each of us purchasing our Pine Glades homes we performed due diligence. We reviewed all recorded documents and subdivision plats, documented decisions and approvals by the Town Council and town staff. Each of us received professional title reports. Nothing in this extensive file granted public access on the private Pine Glades roads or described any intention to do so. Any public access on the private roads now would create a material change for every homeowner in Pine Glades.

6. As owners of our homes, and the roads and tunnel via our HOA, we wish to enjoy the quiet rights allowed to all property owners throughout the town. We have a long history of disturbances that seem to gravitate to Pine Glades. The columns under our building overhangs have served as makeshift slalom courses for skateboarders, loud and rowdy walkers have passed under our overhangs (which are below our living rooms and dining rooms) and by our front doors late at night, and the relative remoteness seems to grant permission for dog owners to allow their dogs to roam free and for late night parking for teenagers. There is much more we would say if our community were not coping with a severe health crisis and normal meeting procedures were possible. Nonetheless, we respectfully request that our basic concerns are heard and considered as though we were presenting them in person. Thank you for the ongoing efforts to lead our community during these most difficult times. We are happy to provide additional comments if it becomes necessary.

Respectfully,
Pine Glades Undersigned Homeowners:

Alex Good & Darrylynn Kaun 260 Pine Glades Dr., Jackson, WY
James & Lucy Wong 242 Pine Glades Dr., Jackson, WY
Charles & Tory Nagle 160 Pine Glades Dr., Jackson, WY
Linda Damiano 164 Pine Glades Dr., Jackson, WY
Tony Hartl 262 Pine Glades Dr., Jackson, WY
Susan Oremus 224 Pine Glades Dr., Jackson, WY
Bryan Shannon Mills 220 Pine Glades Dr., Jackson, WY
Doug & Paige Lee Schrier 240 Pine Glades Dr., Jackson, WY
Bill & Stephanie Binch 244 Pine Glades Dr., Jackson, WY
Jeff Hussey 220 Pine Glades Dr., Jackson, WY

## Tyler Valentine

**From:** Lea Colasuonno
**Sent:** Monday, April 06, 2020 7:49 PM
**To:** Sandy Birdyshaw; Tyler Valentine; Paul Anthony
**Subject:** FW: Pine Canyon Concerns

This appears to be public comment and should be in the record, but only came to me.
FYI
L

---
Lea Colasuonno
Town of Jackson
Town Attorney

O: 307.734.3497
C: 307.690.9902
F: 307.734.7068
E: lcolasuonno@jacksonwy.gov

This communication constitutes an electronic communication within the meaning of the Electronic Communications Privacy Act, 18 U.S.C. Section 2510, and its disclosure is limited to the recipient intended by the sender. This transmission and any attachments to or information in this message may contain confidential information, attorney-client privileged information, and/or attorney work product. Subject to the express written consent of the sender, any distribution, copying or other use of this communication, attachments or information in it is prohibited. If you are not the intended recipient or otherwise receive this communication in error, please notify the sender by return email, fax or telephone and delete this email and otherwise destroy the original transmission, attachments and any copies of it without reading or saving it in any manner.

Additionally, please note that all correspondence, including emails, to and from Town of Jackson employees in connection with the transaction of public business is subject to the Wyoming Public Records Act and that non-privileged communications and correspondence that is it not confidential may be disclosed to third parties.

**From:** david lloyd <dglloyd2000@yahoo.com>
**Sent:** Monday, April 6, 2020 7:44 PM
**To:** Lea Colasuonno <lcolasuonno@jacksonwy.gov>
**Subject:** Fwd: Pine Canyon Concerns

Ms. Colasuonno:

We just finished "attending" via Webex the portion of the Town Council meeting regarding Pine Glades Drive. I am resending the email that was sent last summer because I believe the issues are still pertinent and did not get a chance to be heard this evening.

I look forward to having the opportunity to read this into the record either before or during the next Council meeting.

Regards,

David Lloyd
222 Pine Glades Drive

Begin forwarded message:

**From:** david lloyd <dglloyd2000@yahoo.com>
**Subject: Pine Canyon Concerns**
**Date:** June 18, 2019 at 5:51:33 PM MDT
**To:** lcolasuonno@jacksonwy.gov

Dear Ms. Colasuonno,

I reside at 222 Pine Glades Drive and am writing to express my concerns regarding the Town of Jackson's position regarding access to our private property at the Pine Canyon development.

My concerns are grouped into three buckets – liability, fairness, and personal responsibility.

First, I am concerned about having unrestricted access to our private property from a liability standpoint. If someone other than a resident or guest is injured on our property because we are forced to provide them access, is the Town going to indemnify us for their injury? If I slip on a street or sidewalk in Town, I don't believe I can hold the Town responsible. However, it is my understanding that this liability could pass through to a private owner (in this case, the Pine Canyon residents) if access is allowed to our private property. I do not think this is fair or reasonable.

Second, to my knowledge no easement has ever been created or recorded to allow public access through our property. Many, if not all, of the owners relied on a title search that showed no such easement. To retroactively change this now without any form of compensation is not fair. I understand that "promises" may have been made by the initial developer, but if these promises were not memorialized or recorded, how were we to know of them when we bought our property? I'm sure other landowners in Town wouldn't want to have an easement retroactively forced upon them.

Finally, my understanding of what the Town has proposed allows people to use our driveway and walkway at their discretion. Our experience while living here is that most people are respectful of that privilege, however there have been several incidents involving people not having their dogs under control on our property that have resulted in injuries or scares to my fellow residents. Additionally, far too many times people using our property as a throughway don't clean up after their dogs and we are left to deal with the aftermath. A Pine Drive resident said at the Committee meeting in April that it was "part of living in Jackson". However, I don't think these residents would appreciate me letting my dog wander freely up their driveway and to their front door to defecate. That is exactly what happens here since the entire road is effectively our driveway. I would encourage you to see this for yourself.

I appreciate your taking the time to consider my position. I would be glad to discuss this further at your convenience.

Sincerely,

David Lloyd
222 Pine Glades Drive

## Tyler Valentine

**From:** Sandy Birdyshaw
**Sent:** Monday, April 06, 2020 8:16 PM
**To:** Town Council
**Cc:** Tyler Valentine; Paul Anthony; Tiffany Stolte
**Subject:** KJ Morris 04-06 Pine Glades

Hello,

Passing this public comment along for your review.

Thank you,
Sandy Birdyshaw

**From:** KJ Morris <kj@morrisjh.com>
**Sent:** Monday, April 6, 2020 7:27 PM
**To:** Public Comment <publiccomment@jacksonwy.gov>
**Subject:** 04-06 Pine Glades

Dear Town Council,

KJ Morris
160 Pine Drive

As Bill Collins has said, Dave Taylor made promises, But In truth he made many more that did not come to fruition. anyone tee me er his desire to straighten south Cache and create diagnoses parking and plant trees... he called is SoJo.

But this issue of access thru the Pine Glades site was a crucial component of neighbors relaxing our concerns of the Pine Glades development overall.

Our concerns were greatly tested during horrific construction of basically removing the face of Snow King designed so that Dave Taylor would not have to deal with upper Pine Drive neighbors who had previously held up other developers. Toxic materials left to waste in the site for years. Short term rental folks speeding in and out of the tunnel. It's not been great since tunnel town was built.

I'm sad to hear that folks living in the affordable units are also living with broken promises.

Pine Drive, Wister and other surrounding immediate streets are an established and close knit neighborhood, we know eachother and have regular block parties and holiday gatherings. So don't worry we are all listening Right now and hoping you make a decision that is truly of Jackson and is neighborly. Visit Pine Drive Neighbors on FaceBook if you like.

Thank you for your consideration of the Pine Drive Neighborhood.
KJ

KJ Morris
Shelter Design Studio
307.690.4652

April 6, 2020

Mayor Pete Muldoon
Vice Mayor Hailey Morton Levinson
Jim Standford
Arne Jorgensen
Jonathan Schechter

Re: Pine Glades Development Plan P19-262
04/06/2020 Regular Council Meeting

Dear Town Council,

My comments are regarding the proposed trail uphill of the cul-de-sac.
See page 32 title block Sheet C1.
The construction of this proposed trail is on a 50% grade.
See Inset for grade "EXISTING 2:1 SLOPE" — a 2:1 is a 50% grade

Statement for the public record:

I am opposed to the proposed trail uphill of the cul-de-sac because it threatens the health, safety and welfare of the community. This trail is unnecessary because there is a public access point 400 yards to the west with better accessibility.

The Town of Jackson has developed standards to protect the health, safety and welfare of the community. The following is the town LDR regarding steep slopes.

**Div.5.4. Natural Hazard Protection Standards**

The purpose of this Division is to limit development in naturally hazardous areas. Development in hazardous areas threatens the health, safety and welfare of human inhabitants, steep slopes, poor soils, avalanche chutes, floodplains, dense forest 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.

**5.4.1.A.** Slopes in excess of 25%—No physical development shall be permitted on natural slopes in excess of 25%.

The proposed trail uphill of the cul-de-sac is on a slope of 50%.

My question to Town Council is:
If property is damaged or people are injured during construction or use of the trails, who is responsible and liable? Is the Town of Jackson responsible by approving the trails, is the Developer responsible for proposing the trails or are the residents of Pine Glades responsible?

In the interests of public safety please consider deletion of the trail uphill of the cul-de-sac. This trail is redundant and unnecessary because there is an alternative trail access connecter 400 yards to the west that is on a 22% slope that provides great accessibility to bicycle and pedestrian traffic.

Thank you for your consideration.

Mark Oblack

## Tyler Valentine

**From:** noreply@civicplus.com
**Sent:** Friday, April 03, 2020 3:23 PM
**To:** Town Council
**Subject:** Online Form Submittal: Email the Town Council

If you are having problems viewing this HTML email, click to view a Text version.

## Email the Town Council

Subject: Pine Glades Trail Plan

Email Content:* April 3, 2020 Mayor Pete Muldoon Vice Mayor Hailey Morton Levinson Jim Stanford Arne Jorgensen Jonathan Schechter (delivered via email) Re: Pine Glades Trail Plan (P19-262) April 6, 2020 Council Agenda Dear Mayor and Council; As homeowners in Pine Glades we have closely followed the trail plan that is proposed for our neighborhood and is on your agenda for approval. We participated in the Planning Commission meetings on this application and we wish we could appear at Monday's meeting to speak in our own words, but out of respect for the cautionary procedures you enacted in response to the pandemic, your busy schedule and the gravity of the health and economic crises we are facing, we have formed the following unified statement as neighbors to the trail plan. We ask that you accept these written comments with all of the attention and deliberation you would give if they were verbally presented in person. 1. We support all three parts of the application on the April 6, 2020 agenda including the proposed trails. While we do not think the trail plan is perfect, we agree it is a reasonable compromise and the overwhelming majority of the homeowners support approval of this plan. 2. Much of the public comment from the neighboring Pine Drive residents only tangentially discussed the trail plan. Three residents from Pine Drive have consistently advocated that the general public be granted non-vehicular access on the private roads in Pine Glades. We very much oppose public access on the roads for the following reasons. 3. As Pine Glades homeowners, we have owned and maintained the roads and tunnel throughout our Neighborhood since 2010. In addition to paying the financial costs for this responsibility, we also have legal liability if anyone is injured or killed on these roads or in the tunnel. When approving Pine Glades in 2008, the Town Council deliberately resisted any financial or legal obligation for the construction and maintenance of Pine Glades roads and tunnel, and therefore the roads and tunnel were approved with the ownership and all responsibilities being privately held. 4. The roads and tunnel are not designed for public access. One travel lane of the road passes under building overhangs and immediately in front of our entrance doors and garages to our homes. Walkers, bikers, skateboarders and vehicles pass within a couple of steps of our front doors and there have been several near collisions with bikers, skateboarders and vehicles passing by our front doors and garages. The tunnel is especially dangerous for walkers and bikers and we all are aware of an alarming instance with a biker fell in front of a vehicle going in the opposite direction that was rounding the curve in the tunnel. Thankfully, the driver was traveling slowly, paying attention and was able to stop with the biker laying in front of his wheels. 5. Prior to each of us purchasing our Pine Glades homes, we performed due diligence. We reviewed all recorded documents and subdivision plats, documented decisions and approvals by the Town Council and town staff. Each of us received professional title reports. Nothing in this extensive file granted public access on the private Pine Glades roads or described any intention to do so. Any public access on the private roads now would create a material change for every homeowner in Pine Glades. 6. As owners of our homes, and the roads and tunnel via our HOA, we wish to enjoy the quiet rights allowed to all property owners throughout the town. We have a long history of disturbances that seem to gravitate to Pine Glades. The columns under our building overhangs have served as makeshift slalom courses for skateboarders, loud and rowdy walkers have passed under our overhangs (which are below our living rooms and dining rooms) and by our front doors late at night, and the relative remoteness seems to grant permission for dog owners to allow their dogs to roam free and for late night parking for teenagers. There is much more we would say if our community were not coping with a severe health crisis and normal meeting procedures were possible. Nonetheless, we respectfully request that our basic concerns are heard and considered as though we were presenting them in person. Thank you for the ongoing efforts to lead our community during these most difficult times. We are happy to provide additional comments if it becomes necessary. Respectfully, Pine Glades Undersigned Homeowners: Alex Good & Darrylynn Kaun 260 Pine Glades Dr., Jackson, WY James & Lucy Wong 242

Pine Glades Dr., Jackson, WY Charles & Tory Nagle 160 Pine Glades Dr., Jackson, WY Linda Damiano 164 Pine Glades Dr., Jackson, WY Tony Hartl 262 Pine Glades Dr., Jackson, WY Susan Oremus 224 Pine Glades Dr., Jackson, WY Bryan Shannon Mills 220 Pine Glades Dr., Jackson, WY Doug & Paige Lee Schrier 240 Pine Glades Dr., Jackson, WY Bill & Stephanie Binch 244 Pine Glades Dr., Jackson, WY Jeff Hussey 220 Pine Glades Dr., Jackson, WY

| | |
|---|---|
| Your Name:* | James Wong, Jr. |
| Your Company Name: | |
| Your Phone Number: | 908-295-2759 |
| Your Email Address:* | james242003@gmail.com |
| Your City: | Jackson |
| Your State: | WY |
| Your Zip Code: | 83001 |

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.jacksonwy.gov/Admin/FormHistory.aspx?SID=1510

The following form was submitted via your website: Email the Town Council

Subject:: Pine Glades Trail Plan

Email Content:: April 3, 2020
Mayor Pete Muldoon
Vice Mayor Hailey Morton Levinson
Jim Stanford
Arne Jorgensen
Jonathan Schechter (delivered via email)

Re: Pine Glades Trail Plan (P19-262)
April 6, 2020 Council Agenda

Dear Mayor and Council;

As homeowners in Pine Glades we have closely followed the trail plan that is proposed for our neighborhood and is on your agenda for approval. We participated in the Planning Commission meetings on this application and we wish we could appear at Monday's meeting to speak in our own words, but out of respect for the cautionary procedures you enacted in response to the pandemic, your busy schedule and the gravity of the health and economic crises we are facing, we have formed the following unified statement as neighbors to the trail plan. We ask that you accept these written comments with all of the attention and deliberation you would give if they were verbally presented in person.

1. We support all three parts of the application on the April 6, 2020 agenda including the proposed trails. While we do not think the trail plan is perfect, we agree it is a reasonable compromise and the overwhelming majority of the homeowners support
approval of this plan.

April 9, 2020

Mayor Pete Muldoon
Vice Mayor Hailey Morton Levinson
Jim Stanford
Arne Jorgensen
Jonathan Schechter (delivered via email)

Re: Pine Glades Trail Plan (P19-262) - April 20, 2020 Council Meeting

Dear Mayor and Council Members,

Having resided in the Pine Glades Development since 2010 and being full time residents, my wife and I have certainly witnessed a lot of construction over the years in our development.

I am aware of complaints made by several Pine Drive residents regarding access to private property occupied by the Pine Glades Development. This private property designation has stood over 13+ years with over 25+ real estate transactions within Pine Glades supporting this theme and all recorded documents in both the Town and County.

My specific concerns relate to 1) trespassing by non-residents 2) unleashed dogs defecating on Pine Glades property (and buildings) without any clean-up at all 3) bicycle and skate board traffic from non-residents 4) skiers and snow borders on our road after falling/climbing off our retaining walls and 5) vehicles driving at higher than acceptable speeds.

I continue to witness trespassers daily (day & night), and pet owners from Pine Drive allowing their dogs to roam freely and defecating on Pine Glades Drive and our home structures, without any cleanup. I have had to cleanup multiple times right in front of my unit and wash down dog urine on our building columns because of the stench. Because many homes in the Pine Glades development literally ***do not have any buffer zones at all*** between their front doors/garage and the road under their canopy, teen cyclists from Pine Drive weave in and out between the main and canopy roadways (where our living and dining rooms reside immediately above) like an obstacle course, that have resulted in several near miss collisions, even with me personally and my car as I was exiting my front door or garage. Over the years, I have also witnessed many vehicles driving at much higher than safe speeds by external visitors and almost colliding with me as I was pulling out my garage or walking out my front door. This is extremely dangerous because we have ***no buffer zone*** between our garage/front door and the road. All nine (9) affordable homes within Pine Glades each have buffer zones ranging from 25’ – 30’ to the road; we have “0”. Our neighbors on Pine Drive have 100' - 150' buffer zones between their homes and the road.

Before purchasing our Pine Glades home in 2010, we were informed that two hiking trails would be installed by the Pine Glades Development as an off set for having developed the Pine Glades footprint. The hiking trails were to be installed as thoroughfares to enable any and all Pine Drive residents (or the public) to continue hiking the Snow King area uninterrupted.

Although imperfect, since the proposed trail system will come closer to my home, I am nevertheless in full support of replacing hiking trails that were lost as a result of constructing the Pine Glades Development and allow public access onto these replacement trails. Eight homes (***2 affordable and 6 market rate***) will be negatively impacted, while 15 homes (***7 affordable and 8 market rate***) will either benefit or not be impacted by the proposed trail system. I should point out that the former (and

proposed) hiking trails did not have lighting, were not paved, nor were they plowed of snow during the winter season. Thus, public traffic simply did not exist in the evening, nor the winter season with deep snow conditions. Ever since Pine Glades Drive has been constructed, Pine Drive Residents and the general public now walk along Pine Glades Drive any time of day or night, during any time of year since ***our private road is fully manicured year round and has walkway lighting from dusk to dawn***. The truth is that some Pine Drive Residents want to use Pine Glades Drive instead of any new hiking trails because it is extremely convenient and nice to do so as a result of all the upgrades and improvements. ***In summary, the Pine Drive neighbors are asking that we maintain our road, so that they can enjoy all the benefits of our upkeep that we're paying for entirely.*** Please be aware that all Pine Glades Residents must pay a huge monthly HOA fee (on top of real taxes) for this ongoing upkeep (snow plowing, lighting, cleaning and asphalt repairs) of our private mountain road and tunnel.

Having proposed hiking trails should not entitle Pine Drive Residents to also trespass through Pine Glades Drive, which is private property. As a Pine Glades resident, I'd prefer no trespassers on my property anymore than Pine Drive Residents ***would like me trespassing onto their private properties***. If Pine Drive Residents or the public are granted access to roam freely through the Pine Glades Development (which they already do frequently without permission), does that mean the Town of Jackson will also be assuming all future liability obligations for any and all injuries and/or deaths sustained by individuals trespassing on the Pine Glades Development?

If Pine Glades Drive is indeed forced to become a public thoroughfare, I trust that the Town of Jackson will execute its rights under eminent domain, compensate all the homeowners and developer, and then assume all the obligations for snow removal, street cleaning and road repairs, which I and all Pine Glades Residents alone must pay dearly each month for its upkeep. Some Pine Drive Residents believe they are entitled to continue hiking Pine Glades Drive simply because they did it for years prior to our development being constructed. In truth, however, I hope the Town of Jackson upholds the ***"rule of law"*** associated with "Private Property", but not enforce it arbitrarily and capriciously because several complaints have surfaced. Indeed, if Private Property Owners are not afforded any protections, I should have the right to indiscriminately trespass on anyone's private property (including yours) during anytime of day or night to hike, bike, skate board, snow board, drive and/or have my dog defecate on their actual homes without consequences, simply because I am displeased with the private property owner's land blocking my direct access to a wilderness area beyond.

I would respectfully implore the Jackson Town Council to seriously review the lengthy written public record ***(especially Jeff Hussey's Feb. 21, 2020 letter to you on the Pine Glades privacy issue. J. Hussey was the original principal Investor/Developer whom Dave Taylor reported to)***, evaluate the Pine Glades infrastructure specifically relating to our canopy road to many homes without any buffer zones at all and our open space limitations before rendering a final decision on public access.

Thank you most kindly for your consideration.

Respectfully,
James and Lucy Wong
242 Pine Glades Dr., #11747
Jackson, WY 83002-1747
Phone: 307-201-1369

**Tyler Valentine**

**From:** J Hussey <jshussey@gmail.com>
**Sent:** Sunday, April 12, 2020 9:26 PM
**To:** Charles Nagle
**Cc:** Jennifer Walker; j.tozzi@yahoo.com; Mark Barron; Dave Meyers; collinsplanning@bresnan.net; enash@lrw-law.com; Town Council; Tyler Valentine; Lea Colasuonno; Sandy Birdyshaw; Paul Anthony; patrick_mcgaugh@yahoo.com; mboyce86@hotmail.com; kobbib@gmail.com; pastrychefortega@hotmail.com; artypolo@gmail.com; stephjohnson73@yahoo.com; tetontodd@hotmail.com; tiffstolte@gmail.com; scott@stillwaterarch.com; jhzabriskie@gmail.com; jlbragg82@yahoo.com; jabragg360@yahoo.com; rajat1212@hotmail.com; Linda Damiano; bryan.miles@belaysolutions.com; j9mlloyd@yahoo.com; susoremus@yahoo.com; billbinch@yahoo.com; alexander_good@yahoo.com; darrylynnkaun@gmail.com; tony@tonyhartl.com; mark@markandmariel.com; mariel@markandmariel.com
**Subject:** Re: 04-20 Item P19-262 / ongoing controversy surrounding Pine Glades Drive

As the principal investor from inception and ultimately the primary developer of the Pine Glades Development, I'm compelled to remind this distribution that during the initial review and approval of the Pine Glades development, the neighbors on Pine Drive were adamant that no additional traffic pass in front of their houses even though Pine Drive is a town street. Their vitriolic opposition to any additional traffic forced me to spend $15,000,000 to construct a tunnel for Pine Glades residents to travel in the opposite direction.

There was never any intention for the Pine Drive neighbors to have access to the private Pine Glades Drive and tunnel after it was built. Pine Glades is PRIVATE PROPERTY.

Jeff Hussey

On Apr 12, 2020, at 8:06 PM, Charles Nagle <charles@charlesnagle.com> wrote:

The ongoing controversy regarding Pine Glades Drive seems to be ignoring the bottom line: The Fiscal and Social Responsibility of Each and Every member of the Pine Glades/ Pine Canyon Home Owners Association.

We are currently insured with the acknowledgment that Pine Glades Drive is Private Property and only for the use of Residents and their guests. The narrow, non-conforming Pine

Glades Drive and tunnel are not owned, maintained nor insured for liability by the town of Jackson. They are both owned and insured by our HOA.

If Pine Glades Drive is open to the public, our insurance company will not continue to insure us at the present rate. We will be forced to reinsure at a cost that will be significantly higher than the cost of our current insurance.

This substantially increased cost will be exacted upon every resident. The affordable units will be fully responsible as well. (There is no exemption in the CCR'S for the affordable units related to Insurance premiums covering liability on the road, in the tunnel or anywhere else on the property).

Just one severe injury or death of a thoughtless teenager on a skateboard in the tunnel, a child running after a ball or a speeding driver hitting an innocent "guest" would result in an enormous cash judgement against the HOA. There would be hefty legal fees as well. The repercussions to all of us would be dramatic to say the least. In some cases, it could even bankrupt homeowners within our community. This is not idle speculation. This is fact.

The residents of Pine Drive live on a Town Road with the setback and driveway variances found in most residential neighborhoods. Liability on this road is limited to the personal responsibility of the licensed drivers and pedestrians using the road. The homeowners on Pine Drive bear no liability for accidents occurring on that road.

The harsh reality is that Pine Glades Drive is on private property (and the road was designed with that in mind). As such, each resident of this development carries a liability for any accident on that private way whether it is their fault or not.

The residents of Pine Drive are our neighbors and to that extent when they demanded that the Town of Jackson direct our HOA to install a Gate to minimize traffic on their Public road we did.

It is unfortunate that, once that gate was installed, many of them started referring to us as Elitists and a "Gated Community ".

To now demand access to a Private road that they wanted gated off seems unreasonable and ironic.

I think that we would all like to live in a safer, more congenial world. I also believe that our collective community conscience requires that we act with care and try to avoid tragedy.

We often see signs around Jackson and other communities that say "No Skateboarding" or "No Bike Riding".

We accept these as reasonable safety precautions, not exclusionary blockades.

And a Private Property/ No Trespassing sign means just that.

This property is privately owned by all of us in the Home Owners Association.

It is time we were reasonable within our own Community.

Opening Pine Glades Drive to the public will bring overwhelming financial increases to our HOA community and someone will get hurt. We don't have to let that happen.

We are in fact trying to protect not only the residents of our Association, but also community members from an accident that will inevitably occur.

If this current Global pandemic has taught us anything, it's that Disaster happens. We cannot avert it, but we must be responsible for putting whatever protections we can in place.

For the health and safety of all concerned-

Please keep Pine Glades Drive Private

Respectfully ~

Chip & Tory Nagle #160 Pine Glades Drive

## Tyler Valentine

**From:** noreply@civicplus.com
**Sent:** Friday, April 10, 2020 4:34 PM
**To:** Tyler Valentine
**Subject:** Online Form Submittal: Email Tyler Valentine

If you are having problems viewing this HTML email, click to view a Text version.

## Email Tyler Valentine

| | |
|---|---|
| Email Content:* | Comment on Pine Canyon amendment: I support Pine Drive neighbors and residents, including Jim Woodmencey, in their request that the town honor its original non-motorized access agreements across this development. The development was allowed to be constructed only with those non-motorized access agreements in place. Ergo, any alteration should require a reconsideration of the entire development, starting with the variance to allow geologic investigation of the property in the first instance. Also, I believe there is an access easement extending from the east end of Spruce Drive to Town of Jackson property on Snow King Mountain. This easement was agreed to by developers and established in conjunction with pathways groups, agencies and organizations, but does not appear on GIS maps. This Spruce-Snow King connection and easement is historic, vital to the neighborhood and should be documented, mapped, and filed for the public. |
| Your Name:* | Angus Thuermer |
| Your Company Name: | |
| Your Phone Number: | 3076905586 |
| Your Email Address:* | angus@wyoming.com |
| Your City: | Jackson |
| Your State: | WY |
| Your Zip Code: | 83001 |

* indicates required fields.

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The following form was submitted via your website: Email Tyler Valentine

Email Content:: Comment on Pine Canyon amendment: I support Pine Drive neighbors and residents, including Jim Woodmencey, in their request that the town honor its original non-motorized access agreements across this development. The development was allowed to be constructed only with those non-motorized access agreements in place. Ergo, any alteration should require a reconsideration of the entire development, starting with the variance to allow geologic investigation of the property in the first instance. Also, I believe there is an access easement extending from the east end of Spruce Drive to Town of Jackson property on Snow King Mountain. This easement was agreed to by developers and established in conjunction with pathways groups, agencies and organizations, but does not appear on GIS maps. This Spruce-Snow King connection and easement is historic, vital to the neighborhood and should be documented, mapped, and filed for the public.

Your Name:: Angus Thuermer

Your Company Name::

Your Phone Number:: 3076905586

Your Email Address:: angus@wyoming.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

Additional Information:
Form submitted on: 4/10/2020 4:33:36 PM
Submitted from IP Address: 184.167.14.97
Referrer Page: https://www.jacksonwy.gov/Directory.aspx?did=48
Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=186

**Tyler Valentine**

**From:** Linda Damiano <elledee1011@gmail.com>
**Sent:** Monday, April 13, 2020 12:41 PM
**To:** Tyler Valentine; Sandy Birdyshaw; Lea Colasuonno
**Subject:** Pine Glades Trail Plan (P-19-262)

Dear Mayor and Council,

I sincerely hope this finds you very well in this challenging time for our country and the world.

With regards to the Pine Glades Trail Plan, I fully endorse the recent letters to you from Pine Glades residents: James & Lucy Wong, Chip & Tory Nagle, and Jeff Hussey.

I will add, I find it absolutely curious that the Pine Drive residents are challenging the private road status for their desire to use Pine Glades Drive as a SHORTCUT to and from their destination of SPORT and EXERCISE on Snow King. It's perplexing.

This business of many of these same residents walking their dogs often unleashed and very often not cleaning up is unsavory. They seem to have no qualms about their animals urinating and defecating up and down Pine Glades Drive on and around our structures and homes. It's simply rude and to say the least, quite un-neighborly.

However, the subject of safety on our uniquely designed drive trumps all of the other issues.

The access of bikes, cars, pedestrians to our front doors is a mere six inches. The issue of liability is of paramount importance, as aptly described in Chip and Tory Nagle's letter.

I often look at the old pictures on the town square of the few buildings that existed in Jackson and am amazed at the town's growth. There was so much open land around those buildings where people probably could roam. As the city develops, that roaming ability gets rerouted...I see this situation on Pine Glades Drive as no different.

Acceptance to change can be a challenge, but it is required. Our city, as in all of our society, has rules and laws that are to be respected and adhered to for the benefit of all.

Respectfully,

Linda Damiano
164 Pine Glades Drive

## Tyler Valentine

**From:** noreply@civicplus.com
**Sent:** Friday, April 10, 2020 4:34 PM
**To:** Tyler Valentine
**Subject:** Online Form Submittal: Email Tyler Valentine

If you are having problems viewing this HTML email, click to view a Text version.

## Email Tyler Valentine

| | |
|---|---|
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| Your Name:* | Angus Thuermer |
| Your Company Name: | |
| Your Phone Number: | 3076905586 |
| Your Email Address:* | angus@wyoming.com |
| Your City: | Jackson |
| Your State: | WY |
| Your Zip Code: | 83001 |

* indicates required fields.

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Email Content:: Comment on Pine Canyon amendment: I support Pine Drive neighbors and residents, including Jim Woodmencey, in their request that the town honor its original non-motorized access agreements across this development. The development was allowed to be constructed only with those non-motorized access agreements in place. Ergo, any alteration should require a reconsideration of the entire development, starting with the variance to allow geologic investigation of the property in the first instance. Also, I believe there is an access easement extending from the east end of Spruce Drive to Town of Jackson property on Snow King Mountain. This easement was agreed to by developers and established in conjunction with pathways groups, agencies and organizations, but does not appear on GIS maps. This Spruce-Snow King connection and easement is historic, vital to the neighborhood and should be documented, mapped, and filed for the public.

Your Name:: Angus Thuermer

Your Company Name::

Your Phone Number:: 3076905586

Your Email Address:: angus@wyoming.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

Additional Information:
Form submitted on: 4/10/2020 4:33:36 PM
Submitted from IP Address: 184.167.14.97
Referrer Page: https://www.jacksonwy.gov/Directory.aspx?did=48
Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=186

March 4, 2020 in favor of the Proposed Pine Glades Trail Plan and supported our privacy rights, it was no accident. After three long Town Planning Committee meetings, numerous discussions and thoughtful deliberations, six professionals voted in favor of the proposed trail plan and privacy matter before you. The proposed trail system is a good compromise to the concerns of all parties without any cost to the Town. It is my hope that all the distinguished members of the Town Council will review all the important and relevant facts of this case and vote in a manner that truly equitable to homeowners privacy rights while being mindful of all the relevant laws. Thank you most kindly. Respectfully, Lucy A, Chan-Wong 242 Pine Glades Drive, #11747 Jackson, WY 83002-1747 Tel. 307-201-1369

| | |
|---|---|
| Your Name:* | Lucy A. Chan-Wong |
| Your Company Name: | |
| Your Phone Number: | 307-201-1369 |
| Your Email Address:* | LucyJ24@yahoo.com |
| Your City: | Jackson |
| Your State: | WY |
| Your Zip Code: | 83001 |

* indicates required fields.

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The following form was submitted via your website: Email the Town Council

Subject:: Pine Glades Trail Plan (P19-262)

Email Content:: April 17, 2020

Mayor Pete Muldoon
Vice Mayor Hailey Morton Levinson
Jim Stanford
Arne Jorgensen
Jonathan Schechter (delivered via email)

Re: Pine Glades Trail Plan (P19-262)
April 20, 2020 Council Agenda

Dear Mayor and Council,

Since I will not be given an opportunity to provide testimony at the April 20, 2020 Town Council meeting, I would like to convey my thoughts to you via email.

Having resided in the Pine Glades community since 2010, my husband and I have enjoyed living in Jackson, WY immensely. Our only challenge has been increased traffic right in front of our place of residence. My husband has already conveyed to the Town Council in great detail about our home's lack of any buffer zone and the impact that traffic flow has had on us from many uninvited visitors day and night, so I won't repeat any of that.

As the principal investor to the Pine Glades (PG) development project since its inception, Jeff Hussey stated

## Tyler Valentine

**From:** noreply@civicplus.com
**Sent:** Friday, April 17, 2020 1:53 PM
**To:** Town Council
**Subject:** Online Form Submittal: Email the Town Council

If you are having problems viewing this HTML email, click to view a Text version.

## Email the Town Council

Subject: Pine Glades Trail Plan (P19-262)

Email Content:* April 17, 2020 Mayor Pete Muldoon Vice Mayor Hailey Morton Levinson Jim Stanford Arne Jorgensen Jonathan Schechter (delivered via email) Re: Pine Glades Trail Plan (P19-262) April 20, 2020 Council Agenda Dear Mayor and Council, Since I will not be given an opportunity to provide testimony at the April 20, 2020 Town Council meeting, I would like to convey my thoughts to you via email. Having resided in the Pine Glades community since 2010, my husband and I have enjoyed living in Jackson, WY immensely. Our only challenge has been increased traffic right in front of our place of residence. My husband has already conveyed to the Town Council in great detail about our home's lack of any buffer zone and the impact that traffic flow has had on us from many uninvited visitors day and night, so I won't repeat any of that. As the principal investor to the Pine Glades (PG) development project since its inception, Jeff Hussey stated very emphatically that "there was never any intention for the Pine Drive neighbors to have access to the private Pine Glades Drive and tunnel after it was built." The Pine Glades Development project was funded entirely with private funds, since the Town of Jackson made a decision to not participate. The residents of Pine Drive's "vitriolic opposition" to our community not only forced Mr. Hussey to construct a multimillion dollar tunnel, but was also forced to erect a gate on the west end of our development so that no traffic from Pine Glades could enter onto Pine Drive (a public road) because of all the opposition from Pine Drive residents. Ever since we erected a gate on the western part of our development, the very same people on Pine Drive who forced our community to install this gate, have labeled us as elitist living in a gated community. Now, that our road and tunnel have been completed and is fully maintained day and night as a result of the significant monthly HOA fees we must pay (highest in the valley), our neighbors from Pine Drive now want access to our community even though they did not want anyone from our Pine Glades Community traveling over to Pine Drive (public road). Our Pine Drive neighbors want all the benefits of access to our road/tunnel without having to pay any of the costs. Although residing at Pine Glades has been fine, but I can't help but think at times that we are mere second class citizens who are subservient to the whims of our neighbors residing on Pine Drive. The residents on Pine Drive living in their sprawling single family homes on their large lots with significant buffer zones and private driveways seem to be pushing all the buttons, and we in Pine Glades living in our grouped townhomes with no buffer zones at all are suppose to jump. It almost feels like we're the puppets, and the Pine Drive residents are the puppet masters. Moreover, when our Pine Drive neighbors make ongoing demands that always seem to be self serving and for their own benefit while at our expense, they never seem to be mindful of any concerns that we have as Pine Glades neighbors. Wild assertions ("all the trees have been topped off", etc.) have been made by some Pine Drive residents at the Town's meetings to garner support for their cause. Our Pine Drive neighbors would like to the Town to impose conditions on Pine Glades homeowners that they themselves would never find acceptable. This is not only disturbing and un-neighborly, but has been going on for years. Even though some of us have not resided in the Town of Jackson for several decades, we are nevertheless law abiding citizens of our wonderful Town, we all pay our taxes and contribute to our community in numerous ways. We in Pine Glades would like to think that our rights are no more, nor should they be any less than our neighbors residing on Pine Drive. The driveway under our townhome canopy is deeded private to each homeowner. Yet non-homeowners consider these to be part of "public access" for cycling and dog parks. If the Town insists that Pine Glades Drive becomes a public access road, although I hope that is not the case, I respectfully ask that you execute your rights under eminent domain, financially reimburse all parties affected by this action, and then assume all future liabilities and obligations associated with our road and tunnel. A single lane road with no sidewalk (for about half the length of Pine Glades Drive) cannot reasonably support increased pedestrian traffic without significant increased liabilities. When the Town Planning Committee casted a "Unanimous 6-0 vote" on

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Thank you most kindly.

Respectfully,

Lucy A, Chan-Wong
242 Pine Glades Drive, #11747
Jackson, WY 83002-1747
Tel. 307-201-1369

Your Name:: Lucy A. Chan-Wong

Your Company Name::

Your Phone Number:: 307-201-1369

Your Email Address:: LucyJ24@yahoo.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

Additional Information:
Form submitted on: 4/17/2020 1:53:13 PM
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Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=190

## Tyler Valentine

**From:** noreply@civicplus.com
**Sent:** Friday, April 17, 2020 1:53 PM
**To:** Town Council
**Subject:** Online Form Submittal: Email the Town Council

If you are having problems viewing this HTML email, click to view a Text version.

## Email the Town Council

Subject: Pine Glades Trail Plan (P19-262)

Email Content:* April 17, 2020 Mayor Pete Muldoon Vice Mayor Hailey Morton Levinson Jim Stanford Arne Jorgensen Jonathan Schechter (delivered via email) Re: Pine Glades Trail Plan (P19-262) April 20, 2020 Council Agenda Dear Mayor and Council, Since I will not be given an opportunity to provide testimony at the April 20, 2020 Town Council meeting, I would like to convey my thoughts to you via email. Having resided in the Pine Glades community since 2010, my husband and I have enjoyed living in Jackson, WY immensely. Our only challenge has been increased traffic right in front of our place of residence. My husband has already conveyed to the Town Council in great detail about our home's lack of any buffer zone and the impact that traffic flow has had on us from many uninvited visitors day and night, so I won't repeat any of that. As the principal investor to the Pine Glades (PG) development project since its inception, Jeff Hussey stated very emphatically that "there was never any intention for the Pine Drive neighbors to have access to the private Pine Glades Drive and tunnel after it was built." The Pine Glades Development project was funded entirely with private funds, since the Town of Jackson made a decision to not participate. The residents of Pine Drive's "vitriolic opposition" to our community not only forced Mr. Hussey to construct a multimillion dollar tunnel, but was also forced to erect a gate on the west end of our development so that no traffic from Pine Glades could enter onto Pine Drive (a public road) because of all the opposition from Pine Drive residents. Ever since we erected a gate on the western part of our development, the very same people on Pine Drive who forced our community to install this gate, have labeled us as elitist living in a gated community. Now, that our road and tunnel have been completed and is fully maintained day and night as a result of the significant monthly HOA fees we must pay (highest in the valley), our neighbors from Pine Drive now want access to our community even though they did not want anyone from our Pine Glades Community traveling over to Pine Drive (public road). Our Pine Drive neighbors want all the benefits of access to our road/tunnel without having to pay any of the costs. Although residing at Pine Glades has been fine, but I can't help but think at times that we are mere second class citizens who are subservient to the whims of our neighbors residing on Pine Drive. The residents on Pine Drive living in their sprawling single family homes on their large lots with significant buffer zones and private driveways seem to be pushing all the buttons, and we in Pine Glades living in our grouped townhomes with no buffer zones at all are suppose to jump. It almost feels like we're the puppets, and the Pine Drive residents are the puppet masters. Moreover, when our Pine Drive neighbors make ongoing demands that always seem to be self serving and for their own benefit while at our expense, they never seem to be mindful of any concerns that we have as Pine Glades neighbors. Wild assertions ("all the trees have been topped off", etc.) have been made by some Pine Drive residents at the Town's meetings to garner support for their cause. Our Pine Drive neighbors would like to the Town to impose conditions on Pine Glades homeowners that they themselves would never find acceptable. This is not only disturbing and un-neighborly, but has been going on for years. Even though some of us have not resided in the Town of Jackson for several decades, we are nevertheless law abiding citizens of our wonderful Town, we all pay our taxes and contribute to our community in numerous ways. We in Pine Glades would like to think that our rights are no more, nor should they be any less than our neighbors residing on Pine Drive. The driveway under our townhome canopy is deeded private to each homeowner. Yet non-homeowners consider these to be part of "public access" for cycling and dog parks. If the Town insists that Pine Glades Drive becomes a public access road, although I hope that is not the case, I respectfully ask that you execute your rights under eminent domain, financially reimburse all parties affected by this action, and then assume all future liabilities and obligations associated with our road and tunnel. A single lane road with no sidewalk (for about half the length of Pine Glades Drive) cannot reasonably support increased pedestrian traffic without significant increased liabilities. When the Town Planning Committee casted a "Unanimous 6-0 vote" on

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| | |
|---|---|
| Your Name:* | Lucy A. Chan-Wong |
| Your Company Name: | |
| Your Phone Number: | 307-201-1369 |
| Your Email Address:* | LucyJ24@yahoo.com |
| Your City: | Jackson |
| Your State: | WY |
| Your Zip Code: | 83001 |

* indicates required fields.

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The following form was submitted via your website: Email the Town Council

Subject:: Pine Glades Trail Plan (P19-262)

Email Content:: April 17, 2020

Mayor Pete Muldoon
Vice Mayor Hailey Morton Levinson
Jim Stanford
Arne Jorgensen
Jonathan Schechter (delivered via email)

Re: Pine Glades Trail Plan (P19-262)
April 20, 2020 Council Agenda

Dear Mayor and Council,

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April 19, 2020

Mayor Pete Muldoon
Vice Mayor Hailey Morton Levinson
Jim Stanford
Arne Jorgensen
Jonathan Schechter (delivered via email)

Re: Pine Glades Development Plan (P19-262)

Dear Mayor and Council,

My name is Bill Binch, and along with my wife Stephanie Binch, we own 244 Pine Glades Drive and have been homeowners in the Pine Glades development since 2013. We joined the 06-April 2020 town council meeting and wanted to have our point of view, specific to the 3rd agenda item of the 06-April meeting, read ahead of the 2-April 2020 meeting.

Before addressing that third item, I was seeking clarification from the 06 April Pine Glades meeting. There were three items discussed in total: 1) one was related to modify the exterior of 140/42 Pine Glades, 2) another to remove requirements for the in-road heating, and 3) the trail plan.

I was seeking clarification if items 1 and 2 were approved? In the exchange between Mr. Tyler Valentine and Mr. Jim Stanford early in the presentation, there was a question as to if the items were individual or part of a single plan. There was lack of clarity around the answer, so if not approved, I would move to approve #'s 1 and 2 of the agenda. As noted in #1, the changes of have been made and Mr. Valentine stated, "staff did not have any major concerns." Similar for #2, where Mr. Valentine stated the fire department had not issued any concerns. In the spirit of advancing the agenda, I suggest we look to approve these items as first course of action.

Regarding the trail plan (item #3), we have two points to make: anyone purchasing a residence in Pine Glades knew they were purchasing inside 1) a private community, and 2) a private community where we as owners share property (including the trail system).

Regarding being private, Pine Glades was designed to be a luxury private community, focused on 27 units expected to sell for more than $2,000,000 each. Similar to any other private community in and around the Town of Jackson (3 Creek, Shooting Star for example), these communities have homeowner covenants and homeowner fees associated, that we all agreed to as we took title to our units. Maintaining the privacy was and still is a core attraction of what Pine Glades was designed to be, so my wife and I support the argument that the road & access to it remain private. Arguing otherwise feels a bit like people who buy homes underneath airport runways and later complain about the noise.

As buyers who freely elected to purchase inside the Pine Glades development, this brings us to the next point, about private community with shared property (including the trails). Unfortunately, the fact with buying in condo/townhome developments is that we all don't have

sole rights to our property. This means we need to work together as a community to come to a solution on the trail proposals. And unfortunately, we all need to sacrifice. In the current agenda, the new proposed trail comes closer to our unit (approximately 50% closer than the current trail system). I respect others' privacy and want the same for ourselves, so having a trail closer to our unit is not my first desire. But as a member of the Pine Glades community, we realize we cannot always get what may be in our sole best interest and have to think in the spirit of the greater good. Therefore, we support the current proposal, which impacts all of us, as a way of advancing the agenda.

Thank you for reading through our point of view.
Regards,

Bill and Stephanie Binch
244 Pine Glades Dr
Jackson, WY 83001

## Tyler Valentine

**From:** Sandy Birdyshaw
**Sent:** Monday, April 20, 2020 9:08 AM
**To:** Tyler Valentine; Town Council
**Cc:** Paige Lee Baron; Paige Baron
**Subject:** RE: Pine Glades Trail Plan (P19-262)

Dear Mr. Mayor and members of the Council,

The following is comment from Paige Baron regarding Pine Glades item.

Thank you,
Sandy Birdyshaw
733-3932 x1113

**From:** Paige Baron <paigebaron4@yahoo.com>
**Sent:** Friday, April 17, 2020 2:42 PM
**To:** Tyler Valentine <tvalentine@jacksonwy.gov>
**Cc:** Paige Lee Baron <plb249@nyu.edu>; Lea Colasuonno <lcolasuonno@jacksonwy.gov>; Sandy Birdyshaw <sbirdyshaw@jacksonwy.gov>
**Subject:** Re: Pine Glades Trail Plan (P19-262)

Hello Tyler,

Thank you for the information. I do hope the discussion will be opened back up as I believe our concerned group was trying to be respectful of everyone's time and then we didn't get to share.

Any chance this attached photograph can be submitted as I think it's helpful to show the unusual road design we have as a privately designed community. When the public uses it they tend to walk underneath the shelter where our front doors are and our garages. This tends to be where their dogs do there business as well. On public roads this is taken into account and there is a setback. As a privately designed community there was not a set back and this creates privacy concerns, cleanliness issues and safety concerns.

Thank you and have a beautiful and safe weekend.

Warm Regards,
Paige Lee Baron-Schrier

Sent from my iPhone

On Apr 16, 2020, at 4:37 PM, Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

Paige,

Thank you for your comments. Seeing that Sandy was on the email chain, your comments will be forwarded the Town Council. I will also save them in our file along with the many other comments received.

This item is going back before the Council Monday April 20th at 6:00 pm. The agenda can be found on the Town of Jackson website along with a link to watch or participate. Since public comment was closed at the last meeting, the Council could go directly into discussion and not open this up for additional public comment. But the decision is up to the Council and they could open it back up. Just an FYI.

-Tyler V

**From:** Paige Lee Baron [mailto:plb249@nyu.edu]
**Sent:** Thursday, April 16, 2020 4:26 PM
**To:** Lea Colasuonno <lcolasuonno@jacksonwy.gov>; Tyler Valentine <tvalentine@jacksonwy.gov>; Sandy Birdyshaw <sbirdyshaw@jacksonwy.gov>
**Subject:** Pine Glades Trail Plan (P19-262)

**Tyler Valentine**

**From:** Public Comment
**Sent:** Monday, April 20, 2020 6:28 PM
**To:** Town Council
**Cc:** Tyler Valentine; Tiffany Stolte
**Subject:** FW: An Argument for Keeping PineGlades Drive Private

Mr. Mayor and members of the Council,

Additional public comment on the Pine Glades item for you.

Thank you,
Sandy Birdyshaw
Town of Jackson
307-733-3932 x1113

**From:** Charles Nagle <charles@charlesnagle.com>
**Sent:** Monday, April 20, 2020 2:51 PM
**To:** Public Comment <publiccomment@jacksonwy.gov>
**Subject:** An Argument for Keeping PineGlades Drive Private

The PineGlades HOA is insured with the acknowledgement that PineGlades Drive is Private Property for the use of the residents and their guests only.

If PineGlades Drive is open to the public, the underwriter will not insure us at the present rate. This substantially increased cost will be exacted upon every resident. The affordable units will be fully responsible as well.

Just one injury or death of a teenager on a skateboard in the narrow tunnel, a child chasing a ball or a speeding driver hitting an innocent "guest" would result in an enormous cash judgment along with hefty legal fees against the HOA. The repercussions to every member would be devastating.

The residents of Pine Drive live on a Town road. Liability is limited to the personal responsibility of licensed drivers and pedestrians using the road. The homeowners on Pine Drive bear no liability for accidents occurring on the road.

The harsh reality is that PineGlades Drive is Private Property. As such each and every resident of the development carries liability for any accident on the Private Road whether it is their fault or not.

When the residents of Pine Drive demanded that we install a gate to stop traffic on the public Pine Drive, we did at the direction of the Town.

To now demand access to a Private road that they wanted gated off seems unreasonable and ironic. To claim we are seeking an " Elitist Gated Community " is hypocritical.

We accept " No Skateboarding " and "No Bike Riding " signs as reasonable safety precautions, not exclusionary blockades. A "Private Property" sign means just that.This property is owned by all residents of the HOA.

The current Global Pandemic has taught us that disaster happens. We cannot avoid it, but we must be responsible for putting whatever precautions we can in place.

For the health and safety of all concerned, PLEASE KEEP PINEGLADES DRIVE PRIVATE

Chip & Tory Nagle # 160 PineGlades Drive

## Tyler Valentine

**From:** Charles Nagle <charles@charlesnagle.com>
**Sent:** Monday, April 20, 2020 2:50 PM
**To:** mariel@markandmariel.com; mark@markandmariel.com; Mark Barron; Dave Meyers; David Lloyd; Linda Damiano; John Tozzi; James Wong; Jennifer Walker; jshussey@gmail.com; tony@tonyhartl.com; alexander_good@yahoo.com; billbinch@yahoo.com; Stephanie Binch; susoremus@yahoo.com; j9mlloyd@yahoo.com; rajat1212@hotmail.com; jlbragg82@yahoo.com; scott@stillwaterarch.com; jhzabriskie@gmail.com; tiffstolte@gmail.com; stephjohnson73@yahoo.com; tetontodd@hotmail.com; artypolo@gmail.com; pastrychefortega@hotmail.com; kobbib@gmail.com; mboyce86@hotmail.com; beverlymboyce@gmail.com; patrick_mcgaugh@yahoo.com
**Cc:** collinsplanning@bresnan.net; enash@lrw-law.com; Town Council; Tyler Valentine; Lea Colasuonno; Sandy Birdyshaw; Paul Anthony
**Subject:** Increased liability costs

To the members of Pine Glades /Pine Canyon HOA regarding additional insurance if Pine Glades is ordered to be open to the public.

As of this moment,our board has received one estimate for the cost of additional liability insurance. This added insurance is in the form of a general liability umbrella policy in excess of what we have in place now.It will address the added risk to the members the HOA ,as a result of the Town Council ordering us to open our community to public access.

This is an additional policy that the HOA will have to buy . It will add approximately $600 a year to each residents HOA dues .Residents should understand that nothing in our Association CCR's exempts the Spruce Townhome or Spruce Condo Unit owners from paying their portions of this premium . Should there be a large judgement against the HOA that exceeds our coverage, those costs and the attendant legal fees would also be shared by everyone .

In addition, the residents of the market units will need to self insure the areas directly beyond their front and garage doors/ under their living rooms .That area is deeded to the owner as private property and not part of the HOA.

**Tyler Valentine**

**From:** Laura Bonich <lauraabonich@gmail.com>
**Sent:** Tuesday, April 21, 2020 11:23 AM
**To:** Tyler Valentine; David DeFazio; Jim Woodmencey
**Subject:** Pin Glades Access Easement

Tyler,
I am re-reviewing the documents and this is from the Final Plat Sheet 2 of 7. Clearly the Town of Jackson is granted a specific access easement across the entire GCE Roadway. I do not understand why this access - which exists (Final Plat is a legal document) is not the access we are requesting? Isn't the Town the Public? Have we been spending our time over something that should simply go back to being an enforcement issue? It seems we the Town already have access.

It is important to note that there are separate accesses granted above for Utility access and that below for maintenance access. The individual access over the road to the Town was included as a specific separate grant in this Plat.

*that the Town of Jackson is hereby granted a utility easement in, under, over and across the entire GCE–Roadway, as shown hereon, except for those portions of the GCE – Roadway that are within those Lots designated as townhome lots, for purposes of installing water and sewer utility infrastructure and all appurtenances thereto;*

*that the Town of Jackson is hereby granted an access easement across the entire GCE–Roadway;*

*that the Town of Jackson is hereby granted an access and maintenance easement across the entire subdivision for purposes of accessing and maintaining all water valves, meters, shut-off boxes, sewer cleanouts, manholes and appurtenances thereto;*

*that this subdivision is subject to that 15 foot wide access easement and skier access easement set forth in that certain Access and Recreation Easement Agreement described in Book 706 of Photo, Pages 518 to 531, and that certain First Amendment to Access and Recreation Easement to be recorded concurrently with this plat and all amendments thereto;*

Tyler - also have you read the Access and Recreation Easement Agreement reference in the last paragraph above - Can I please get a copy?

Thanks for your help. Laura

--
Laura Bonich, PE, LEED AP
775-340-5346
lauraabonich@gmail.com

## Tyler Valentine

**From:** KJ Morris <kj@morrisjh.com>
**Sent:** Tuesday, April 21, 2020 12:30 PM
**To:** Jonathan Schechter; Tyler Valentine; Paul Anthony; Town Council; Public Comment; Hailey Morton Levinson
**Cc:** Bill Collins
**Subject:** Re: 04-06 Pine Glades

Thank you Jonathan for your reply, It is appreciated greatly.

As a neighborhood, we also want to let the Mayor, Jackson Town Council & Mr. Tozzi & the Developers know that we are in fact united in our opinions and hopes that the developer will stop this unnecessary application of access & separation and focus on what they can do to be a better neighbor.

Many Pine Drive Neighbors agree and would like to make their voices and names heard. These are just a few that want you to know they do care what happens in town.

KJ and Craig Morris
Susannah and Michael Lynch
Kristine and Adam Harris
Lisa and Jim Fifles
Allison Arthur and Brian Upsela
Jessica and Alex MacGregor
Jen and will Bradof
Megan Beck and Alex Hillinger
Kelli and Jeff Ward
Sara and Randy Kjorstad
Ruth and Jim Rooks
Emily and Chris Flanagan
Linda and Gary Edington
Garrett Edington
Fran Romo
Stacie and Rob Caesar
Kelli and Andy Wilke
Laura Bonich
David Defazio
Hope and Mike Maloney
Mollie Stewart
Kathy and Rick Stuck
Nancy and Dick

We invite you all to the next Pine Drive Neighbors Block Party (you can also find us Facebook). In "normal" times we get together 3-4x a year.
Or perhaps just walk our streets and you will generally see one of us, especially on a sunny day, always happy to have a (social distanced) conversation anytime.

Thank you,
KJ Morris

KJ Morris
Shelter Design Studio
307.690.4652
kj@morrisjh.com

On Apr 14, 2020, at 10:53 PM, Jonathan Schechter <JSchechter@jacksonwy.gov> wrote:

Hello KJ

Thank you for your note.

I am woefully behind in responding to my e-mails. Please accept my apologies for the delay in responding, but please also know that I did read it at the time you sent it.

As you know, the council heard the staff report and public testimony on Pine Glades at our last meeting, and will resume our deliberations again at our next meeting. I appreciate the detail you shared in your note, for it helped me gain a much better understanding of the issue.

Thank you again, stay healthy, and all the best.
Jonathan

Jonathan Schechter
Jackson Town Councilor
(307) 733-3932 (main town switchboard)
(307) 733-8687 (direct)
150 E. Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

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**From:** Sandy Birdyshaw
**Sent:** Monday, April 6, 2020 8:16 PM
**To:** Town Council
**Cc:** Tyler Valentine; Paul Anthony; Tiffany Stolte
**Subject:** KJ Morris 04-06 Pine Glades

Hello,

Passing this public comment along for your review.

Thank you,
Sandy Birdyshaw

**From:** KJ Morris <kj@morrisjh.com>
**Sent:** Monday, April 6, 2020 7:27 PM
**To:** Public Comment <publiccomment@jacksonwy.gov>
**Subject:** 04-06 Pine Glades

Dear Town Council,

KJ Morris
160 Pine Drive

As Bill Collins has said, Dave Taylor made promises, But In truth he made many more that did not come to fruition. Including his proposal to straighten south Cache and create diaganol parking and plant trees... he called it SoJo. Trees were going to be removed and replanted at grey expense. But as he was fond of saying "people love to live in the trees". He was also going to heat the entire tunnel, but then decided moose might hang out...

But this issue of access thru the Pine Glades site was a crucial component of neighbors relaxing our concerns of the Pine Glades development overall.

Our concerns were greatly tested during horrific construction of basically removing the face of Snow King designed so that Dave Taylor would not have to deal with upper Pine Drive neighbors who had previously held up other developers.
Toxic materials left to waste in the site for years. Short term rental folks speeding in and out of the tunnel. It's not been great since tunnel town was built.

I'm sad to hear that folks living in the affordable units are also living with broken promises.

Pine Drive, Wister and other surrounding immediate streets are an established and close knit neighborhood, we know eachother and have regular block parties and holiday gatherings. So don't worry we are all listening Right now and hoping you make a decision that is truly of Jackson and is neighborly. Visit Pine Drive Neighbors on FaceBook if you like.

Thank you for your consideration of the Pine Drive Neighborhood.
KJ

KJ Morris
Shelter Design Studio
307.690.4652
kj@morrisjh.com

## Tyler Valentine

**From:** Jim Woodmencey <jim@mountainweather.com>
**Sent:** Tuesday, April 21, 2020 10:54 AM
**To:** Tyler Valentine
**Subject:** Re: Pine Glades - Monday Town Council

Thanks again, Tyler. I'll keep checking the town meeting site as we get closer to May 4th.

I liked what Arne had to say last night.
Here is an idea, how about if the town does a "trade" for an easement.

The Town trades a pedestrian easement for allowing Tozzi to stop heating the road.
Heating the road in winter was a requirement of the original development plan, and still is.

Road heating requirement gets written out and a pedestrian easement gets written in.
Simple.

That alone is worth over a million dollars to Tozzi and the Pine Glades resident's HOA fees over the next 10 years.

A fair trade, I think. Take it or leave it.

Regards,
Jim

Jim Woodmencey, meteorologist
MountainWeather
PO Box 2221
Jackson, WY 83001 USA
307-739-9282 Office
307-690-9282 Cell

www.mountainweather.com

On Tue, Apr 21, 2020 at 10:00 AM Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

No worries Jim. The item is set to go to the May 4th meeting which starts at 6pm. The agenda for that meeting won't be available until the Thursday before Council. So I couldn't say exactly what time the item will start. We will know when the agenda is ready.

But in terms of the tree topping being related to fire hazards, I don't think anyone understood what he was talking about or felt that that was a justified response to the tree topping.

Looks like the Council will seek to by an easement for the public. Which I suspect will be turned down by the owner.

-Tyler V

**From:** Jim Woodmencey [mailto:jim@mountainweather.com]
**Sent:** Tuesday, April 21, 2020 9:28 AM
**To:** Tyler Valentine <tvalentine@jacksonwy.gov>
**Subject:** Re: Pine Glades - Monday Town Council

Tyler,

I opened the live feed on the Town website, but it froze up in a matter of a few minutes.

Finally figured out how to get logged in near the end of the Pine Glades rap.

Sorry for the panic last night. My bad for not following up on when the next meeting was.

Council meetings are not on my normal schedule of things-to-do.

But I got it now, May 4th.

Will you be able to let us know about what time the Pine Glades issue will be taken up at that meeting?

By the way, did anyone in that room buy into what Tozzi was selling about topping trees for fire hazard?

Wow!

Stay Healthy.

Cheers,

Jim

Jim Woodmencey, meteorologist
MountainWeather
PO Box 2221
Jackson, WY 83001 USA
307-739-9282 Office

307-690-9282 Cell

www.mountainweather.com

On Mon, Apr 20, 2020 at 7:37 PM Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

Were you able to log in?

**From:** Jim Woodmencey [mailto:jim@mountainweather.com]
**Sent:** Monday, April 20, 2020 7:29 PM
**To:** Tyler Valentine <tvalentine@jacksonwy.gov>
**Subject:** Re: Pine Glades - Monday Town Council

I don't even know how to log-in to view.

This is a bummer.

Jim Woodmencey, meteorologist
MountainWeather
PO Box 2221
Jackson, WY 83001 USA
307-739-9282 Office

307-690-9282 Cell

www.mountainweather.com

On Mon, Apr 20, 2020 at 7:25 PM Jim Woodmencey <jim@mountainweather.com> wrote:

Where was my notice that there was another meeting tonight?

Just found out via neighbors.

Jim Woodmencey, meteorologist
MountainWeather
PO Box 2221
Jackson, WY 83001 USA
307-739-9282 Office

307-690-9282 Cell

www.mountainweather.com

On Thu, Apr 2, 2020 at 11:01 AM Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

Hello,

Due to the Coronavirus situation, the Town is temporarily conducting public meetings/hearings through various technologies to enable remote access and reduce (or eliminate) physical attendance.

**Pine Glades will be the first Planning item on the agenda. Town Council has stated that this item will start at 6:20pm. This item will be allotted 1 hour on the agenda, after which, the item will continued to the next regularity scheduled meeting.**

Members of the public that want to comment on Pine Glades remotely will need to use Webex through their computer or smartphone. They will be able to see the proceedings but we will not be able to see them. When the time for public comment arrives for an item (as determined by the Council and/or staff moderator), the public will need to use the "raised hand" function to alert the chair/staff that they would like to speak. Once acknowledged, staff will unmute the member of the public and they will be able to speak. This will be done until all members of public have spoken.

- Important Tip: Download Webex: A Webex link to the Monday's meeting will be available through the Town of Jackson website, specifically under 'Agendas & Minutes', then click on "Town Council Regular Meeting'. Once open, a link to Webex will be at the top of the page. Use the link to download the program

onto your computer. It takes about 5 minutes. So please install Webex as soon as you can before the meeting starts. Once installed, you will enter your name and email, then click the 'join' button.

Alternatively, if neither of the above options are available or preferred, you may submit emails addressed to the project planner or Town Council.

Finally, members of the public may speak in person if they are uncomfortable with Webex. If members of the public wish to comment in person, the following are helpful reminders:

- You may be speaking to an empty room as many of the Council members are also using the Webex platform to participate remotely.

- Due to the Public Health Order to not have more than 10 people gathered together, staff will ensure compliance by moving public/applicants into the chamber on an as-needed basis, while all others will wait outside the chambers for their turn. This may also mean waiting in your vehicle depending on weather and preference.

If you have any questions, please email me at tvalentine@jacksonwy.gov. We are continuing to work through these difficult times and your patience ahead of time is greatly appreciated.

TOWN HALL IS TEMPORARILY CLOSED. HOWEVER ALL PLANNING AND BUILDING STAFF ARE WORKING REMOTELY TO ENSURE BUSINESS AS USUAL. PLEASE VISIT THE TOWN WEBSITE FOR UPDATES.

TYLER VALENTINE

SENIOR PLANNER

TOWN OF JACKSON

P.O. BOX 1687

JACKSON, WYOMING 83001

(P) (307)733-0440

(F) (307)734-3563

TVALENTINE@JACKSONWY.GOV

WWW.TOWNOFJACKSON.COM

## Tyler Valentine

**From:** Scott Zabriskie <zabriskie66@gmail.com>
**Sent:** Tuesday, April 21, 2020 12:58 PM
**To:** Sinclair Tyler
**Cc:** Tyler Valentine
**Subject:** Fwd: Increased liability costs

Hi Tyler,

I wanted to make you aware of this situation. See email below from one of the owners in the Pine Glades Development, where we live in one of the employment based units.

Over the past 2-3 years we have had significant increases and special assessments forced on us, for things like earthquake insurance, uncovered trash collection, roof repairs, road maintenance and snow removal, etc., by the HOA Board, guided by the developer, John Tozzi. We pay all of our own utilities and insurance (studs in) apart from the dues. Now the HOA board is threatening to add another $600 in insurance expense to cover liability insurance due to the road easement matter. I am not a supporter of the private road and would personally welcome keeping it accessible to all, but I truly can't afford to absorb additional cost in my monthly dues.

The covenants don't seem to afford us any helpful protection or control over these increases. We are currently paying double the amount from when we purchased the house 5 1/2 years ago.
While we realize that it is not the town or county's responsibility to control HOA dues, I do wonder if there is a point at which the idea of maintaining these units we live in as economically viable workforce housing will fail without some realistic limits. Is there anything that the Housing Authority as an agency of county government can do to insure that my family and my neighbors are not forced to leave our homes if this pattern of increases is allowed to continue? An "affordable" mortgage in exchange for deed restrictions is a sound solution, but not if HOA dues add another 20-25% pushing the whole equation beyond our stretching point. Are there any tools at the Housing Authority's discretion to prevent the developer from driving the cost of dues beyond the realm of affordability?

I also wonder whether the cost of insuring the public's use of a private road is a legitimate expense to expect a developer to take responsibility for, especially 5 or 6 years after the fact of approval. Is it possible that the town could take on the added liability through some instrument tied to the legal easement?

I'd love to hear your thoughts on this as I'm sure that you have a lot of ideas and other considerations that are relevant to the topic.

Thanks in advance for any comments or ideas to help us understand where this might be headed.

Best Regards!

Scott Zabriskie, Architect
po box 13337
Jackson, WY 82002
307.690.1994

Begin forwarded message:

**From:** Charles Nagle <charles@charlesnagle.com>
**Date:** April 20, 2020 at 2:51:39 PM MDT
**To:** mariel@markandmariel.com, mark@markandmariel.com, mark@highcountrylinen.com, Dave Meyers <dmeyers@wyoming.com>, David Lloyd <dglloyd2000@gmail.com>, Linda Damiano <elledee1011@gmail.com>, John Tozzi <j.tozzi@yahoo.com>, James Wong <jamesj242003@gmail.com>, Jennifer Walker <jennileighpsi@ymail.com>, jshussey@gmail.com, tony@tonyhartl.com, alexander_good@yahoo.com, billbinch@yahoo.com, Stephanie Binch <stephaniebinch@gmail.com>, susoremus@yahoo.com, j9mlloyd@yahoo.com, rajat1212@hotmail.com, jlbragg82@yahoo.com, scott@stillwaterarch.com, jhzabriskie@gmail.com, tiffstolte@gmail.com, stephjohnson73@yahoo.com, tetontodd@hotmail.com, artypolo@gmail.com, pastrychefortega@hotmail.com, kobbib@gmail.com, mboyce86@hotmail.com, beverlymboyce@gmail.com, patrick_mcgaugh@yahoo.com
**Cc:** collinsplanning@bresnan.net, enash@lrw-law.com, council@jacksonwy.gov, Tyler Valentine <tvalentine@jacksonwy.gov>, Lea Colasuonno <lcolasuonno@jacksonwy.gov>, sbirdyshaw@jacksonwy.gov, panthony@jacksonwy.gov
**Subject: Increased liability costs**

To the members of Pine Glades /Pine Canyon HOA regarding additional insurance if Pine Glades is ordered to be open to the public.

As of this moment,our board has received one estimate for the cost of additional liability insurance. This added insurance is in the form of a general liability umbrella policy in excess of what we have in place now.It will address the added risk to the members the HOA ,as a result of the Town Council ordering us to open our community to public access.

This is an additional policy that the HOA will have to buy . It will add approximately $600 a year to each residents HOA dues .Residents should understand that nothing in our Association CCR's exempts the Spruce Townhome or Spruce Condo Unit owners from paying their portions of this premium . Should there be a large judgement against the HOA that exceeds our coverage, those costs and the attendant legal fees would also be shared by everyone .

In addition, the residents of the market units will need to self insure the areas directly beyond their front and garage doors/ under their living rooms .That area is deeded to the owner as private property and not part of the HOA.

## Tyler Valentine

**From:** Scott Zabriskie <zabriskie66@gmail.com>
**Sent:** Tuesday, April 21, 2020 1:34 PM
**To:** Tyler Valentine
**Subject:** Re: Increased liability costs

Hi Tyler,
Good advice. Thank you!

What email address should I use for sending to the town council?

Also, I have had conversation previously with the Housing Authority and got a similar answer to what Stacy told you. Frankly I'm shocked that they have no control with regard to HOA dues. I guess that's why I was trying to get comments to a higher level of our local government, because I'm not sure that the Housing Authority has any real power to assert. Seems like a change in policy might be needed to give them some "authority" to protect their "Authority" and our workforce community. (They do seem to have plenty of power when it comes to policing the restrictions and verifications that workforce housing residents adhere to.)

Anyway, I know you are in the middle of this too. I consider you a friend and an ally always, and we share common goals for a viable community for us all. Best Wishes as you continue the good work you do.

Thanks for your help!
Scott

On Tue, Apr 21, 2020 at 1:13 PM Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

I will forward it along Scott.

Perhaps you should also send this directly to the Town Council. It appears that because the Town Council is interested in obtaining a public easement, the unintended consequences would be higher insurance costs to everyone, including the affordable units.

I've asked Stacy Stoker at the Housing Authority what power they have to control rents, and she said none. In some cases they might have powers, but I was told they don't with regard to Pine Glades. I would check with Stacy Stoker. Do you have her contact info?

-Tyler V

**From:** Scott Zabriskie [mailto:zabriskie66@gmail.com]
**Sent:** Tuesday, April 21, 2020 1:05 PM

**To:** Tyler Valentine <tvalentine@jacksonwy.gov>
**Subject:** Fwd: Increased liability costs

Hi Tyler V,

Can you please forward the message I sent you to Tyler Sinclair on my behalf. I apparently have an old email address for him and it bounced back. I will be interested to hear any thoughts you have on the topic. I'm getting a little freaked out about the upward trajectory of our HOA dues.

Thank you!!

Scott Zabriskie

Begin forwarded message:

> **From:** Scott Zabriskie <zabriskie66@gmail.com>
> **Date:** April 21, 2020 at 12:57:44 PM MDT
> **To:** Sinclair Tyler <tsinclair@tetoncountywy.gov>
> **Cc:** Tyler Valentine <tvalentine@jacksonwy.gov>
> **Subject: Fwd: Increased liability costs**
>
> Hi Tyler,
>
> I wanted to make you aware of this situation. See email below from one of the owners in the Pine Glades Development, where we live in one of the employment based units.
>
> Over the past 2-3 years we have had significant increases and special assessments forced on us, for things like earthquake insurance, uncovered trash collection, roof repairs, road maintenance and snow removal, etc., by the HOA Board, guided by the developer, John Tozzi. We pay all of our own utilities and insurance (studs in) apart from the dues. Now the HOA board is threatening to add another $600 in insurance expense to cover liability insurance due to the road easement matter. I am not a supporter of the private road and would personally welcome keeping it accessible to all, but I truly can't afford to absorb additional cost in my monthly dues.

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Best Regards!

Scott Zabriskie, Architect

po box 13337

Jackson, WY 82002

307.690.1994

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**Date:** April 20, 2020 at 2:51:39 PM MDT
**To:** mariel@markandmariel.com, mark@markandmariel.com, mark@highcountrylinen.com, Dave Meyers <dmeyers@wyoming.com>, David Lloyd <dglloyd2000@gmail.com>, Linda Damiano <elledee1011@gmail.com>, John Tozzi <j.tozzi@yahoo.com>, James Wong <jamesj242003@gmail.com>, Jennifer Walker <jennileighpsi@ymail.com>, jshussey@gmail.com, tony@tonyhartl.com, alexander_good@yahoo.com, billbinch@yahoo.com, Stephanie Binch <stephaniebinch@gmail.com>, susoremus@yahoo.com, j9mlloyd@yahoo.com, rajat1212@hotmail.com, jlbragg82@yahoo.com, scott@stillwaterarch.com, jhzabriskie@gmail.com, tiffstolte@gmail.com, stephjohnson73@yahoo.com, tetontodd@hotmail.com, artypolo@gmail.com, pastrychefortega@hotmail.com, kobbib@gmail.com, mboyce86@hotmail.com, beverlymboyce@gmail.com, patrick_mcgaugh@yahoo.com
**Cc:** collinsplanning@bresnan.net, enash@lrw-law.com, council@jacksonwy.gov, Tyler Valentine <tvalentine@jacksonwy.gov>, Lea Colasuonno <lcolasuonno@jacksonwy.gov>, sbirdyshaw@jacksonwy.gov, panthony@jacksonwy.gov
**Subject: Increased liability costs**

To the members of Pine Glades /Pine Canyon HOA regarding additional insurance if Pine Glades is ordered to be open to the public.

As of this moment,our board has received one estimate for the cost of additional liability insurance. This added insurance is in the form of a general liability umbrella policy in excess of what we have in place now.It will address the added risk to the members the HOA ,as a result of the Town Council ordering us to open our community to public access.

This is an additional policy that the HOA will have to buy . It will add approximately $600 a year to each residents HOA dues .Residents should understand that nothing in our Association CCR's exempts the Spruce Townhome or Spruce Condo Unit owners from paying their portions of this premium . Should there be a large judgement against the HOA that exceeds our coverage, those costs and the attendant legal fees would also be shared by everyone .

In addition, the residents of the market units will need to self insure the areas directly beyond their front and garage doors/ under their living rooms .That area is deeded to the owner as private property and not part of the HOA.

--
Scott Zabriskie, Architect Stillwater Architectural 307.690.1994

**Tyler Valentine**

**From:** Laura Bonich <lauraabonich@gmail.com>
**Sent:** Thursday, April 23, 2020 12:03 PM
**To:** Tyler Valentine; Jim Woodmencey; David DeFazio; Jim Stanford; Tyler Sinclair; Larry Pardee; Hailey Morton Levinson; Arne Jorgensen; Jonathan Schechter; Pete Muldoon
**Subject:** Pine Glades Public Road Access

Town Council and Town Staff,

I appreciate your perseverance and understand you have many many other important issues to deal with. Lost in the rhetoric and volume of pages for Pine Glades seems to be these 3 simple facts (provided through Tyler's diligent research and included in his staff report).

1. In August of 2011 the Town approved P11-025 for the Pine Glades project. The following were the Conditions of Approval of that action (see pdf page 226/227 of April 20, 2020 meeting packet). See in particular #2 and #3:

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3. Many members of the public participated over a period of almost 2 years for the original project approvals which culminated in the Project Applicant committing to public access (see transcript below - pdf page 204 of April 20, 2020 meeting packet). Similarly we are participating in this application to amend those approvals. What is the point of public meeting and testimony if it has no standing. Does that mean everything said by Mr. Collins and Mr. Tozi and their attorney at the PC and Town Council meeting has no meaning?

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22 the bottom of the hill. But for a road bike,
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Thank you again. Laura

Laura Bonich, PE, LEED AP
775-340-5346
lauraabonich@gmail.com

**Tyler Valentine**

| | |
|---|---|
| **From:** | Laura Bonich <lauraabonich@gmail.com> |
| **Sent:** | Thursday, April 23, 2020 10:56 AM |
| **To:** | Tyler Valentine |
| **Cc:** | David DeFazio; Jim Woodmencey |
| **Subject:** | Re: Pin Glades Access Easement |

Thanks Tyler as always!!

One of the Pine Glades owners who was on his back deck yelled at my son last week when he was traversing back to our house from Snow King on his skis - threatening to call the cops. My son said he was up hill from the National forest boundary sign and stopped and pointed that out but the owner said he did not care what the sign said and continued to yell - telling him again he could not be there and that he was going to call the cops.

I would appreciate being able to read the recreation access document and perhaps after all this is done the Town can send a letter to all the Pine Glades owners clarifying the access easement on the HOA property lot behind the units so that the owners do not harass everyone.

Laura

On Thu, Apr 23, 2020 at 8:36 AM Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

Laura, I have not forgotten about this email. Jim Stanford had followed up with the same question and I forwarded it to legal to provide the answer. I will get back to you on the 'do not obstruct' statement and the 'Town of Jackson' easement.

I'll have to visit Town Hall today to dig up the recreation easement. I will get it to you. I have viewed that document and it covers the triangular area in the southeastern corner of the plat. The is the hillside area behind (uphill) from the unfinished duplex and the affordable 7-plex.

-Tyler V

**From:** Laura Bonich [mailto:lauraabonich@gmail.com]
**Sent:** Tuesday, April 21, 2020 11:23 AM
**To:** Tyler Valentine <tvalentine@jacksonwy.gov>; David DeFazio <david@defaziolaw.com>; Jim Woodmencey <jim@mountainweather.com>
**Subject:** Pin Glades Access Easement

Tyler,

I am re-reviewing the documents and this is from the Final Plat Sheet 2 of 7. Clearly the Town of Jackson is granted a specific access easement across the entire GCE Roadway. I do not understand why this access - which exists (Final Plat is a legal document) is not the access we are requesting? Isn't the Town the Public? Have we been spending our time over something that should simply go back to being an enforcement issue? It seems we the Town already have access.

It is important to note that there are separate accesses granted above for Utility access and that below for maintenance access. The individual access over the road to the Town was included as a specific separate grant in this Plat.

*that the Town of Jackson is hereby granted a utility easement in, under, over and across the entire GCE-Roadway, as shown hereon, except for those portions of the GCE - Roadway that are within these Lots designated as townhome lots, for purposes of installing water and sewer utility infrastructure and all appurtenances thereto;*

*that the Town of Jackson is hereby granted an access easement across the entire GCE-Roadway;*

*that the Town of Jackson is hereby granted an access and maintenance easement across the entire subdivision for purposes of accessing and maintaining all water valves, meters, shut-off boxes, sewer cleanouts, manholes and appurtenances thereto;*

*that this subdivision is subject to that 15 foot wide access easement and skier access easement set forth in that certain Access and Recreation Easement Agreement described in Book 706 of Photo, Pages 518 to 531, and that certain First Amendment to Access and Recreation Easement to be recorded concurrently with this plat and all amendments thereto;*

Tyler - also have you read the Access and Recreation Easement Agreement reference in the last paragraph above - Can I please get a copy?

Thanks for your help. Laura

--

Laura Bonich, PE, LEED AP

775-340-5346

lauraabonich@gmail.com

--

Laura Bonich, PE, LEED AP
775-340-5346
lauraabonich@gmail.com

**Tyler Valentine**

**From:** Laura Bonich <lauraabonich@gmail.com>
**Sent:** Friday, April 24, 2020 10:58 AM
**To:** Tyler Valentine
**Cc:** Jim Woodmencey; David DeFazio; Paul Anthony
**Subject:** Re: Pine Glades Public Road Access

Tyler,
I am impressed as always with your extremely comprehensive assessment of the project documents. I do however fundamentally disagree with your interpretation of the condition of approval added for P11-025. That action eliminated the required trail from the cul-de-sac up the hill to the horizontal trail as shown on sheet C2.2 of the FDP plan set. Since that connection trail was eliminated it made total sense that the planner added the specific requirement for access on the Pine Glades Road. The end of that condition is not saying that the Town access on the Final Plat already granted public access. The condition is adding a requirement for ***public*** access on the road - how else could the public get to the other trails that intersect the road after the uphill connection at the cul-de-sac was eliminated.

Also, the transcript you included in the staff report is from Jan 7, 2008 (not 2007?) 2 weeks prior to the final approval meeting (I am assuming the Jan 28 meeting was a continuation of the Jan 7 meeting?) and the title says sketch plan and PUD - how can you differentiate which comments were somehow limited to a sketch plan and which were related to Councils inquiry about the PUD? The comment seems to be in the context of a discussion about the tunnel and overall project access so I am still unclear why it does not have some standing? Certainly Jim Woodmencey and the others at the meeting did not continue to follow up since they believed upon hearing this at the meeting that the access they had been requesting had been agreed to by the developer and the Town. I am sure you can hear this directly from Jim. If that is not the case how would the public ever know when they had achieved anything at a public meeting?

Thanks again in advance for a final review. Laura

On Fri, Apr 24, 2020 at 9:20 AM Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

Laura,

The Council was sent this same response below in response to the issues you brought up. Because they have already received a response, They are not copied on this email.

1) You raised the issue that staff added a condition of approval to the trail relocation in 2011 that states "[t]he applicant shall not obstruct public access to the Town of Jackson access easement designated as GCE Roadway...." on the plat. This issue was addressed directly in the updated 4.20.20 staff report as repeated below:

"Clarification: The GCE roadway grants access to the Town of Jackson (as a public entity) for maintenance of roadway utilities (i.e. water and sewer). It does not grant any type of pedestrian or vehicular access to the general public. The public statement referenced to a statement from a previous planner who was reviewing a Minor Deviation (P14-062) [correction: P11-025] to remove and relocate the trail adjacent to the duplex at 140 & 142 Pine Glades Drive. The planner stated 'the applicant shall not obstruct public access on the Town of Jackson access easement designated as "GCE Roadway" on the Pine Glades Townhomes Phase One Addition plat.' This statement is inaccurate."

Staff in 2011 must have misinterpreted the Town of Jackson easement on the GCE roadway to provide general public access, which it clearly does not. Unfortunately, current staff added this statement to our original compliance letter in May, 2019, but that was before we fully evaluated the record and realized the true nature of the Town of Jackson easement with the aid of the Town Attorney. That may be why you sometimes reference our Compliance letter, but again, that was an error on our part as well. In addition, the plat language highlighted below also makes it clear that the easement was granted only to the Town of Jackson, not to the general public.

2)You also referenced the verbal statement made by Dave Taylor promising public access to the roads in the PUD. This statement was made in August, 20, 2007, during a Sketch Plan meeting. The PUD Final Development Plan was approved in January, 2008.

Staff listened to the audio of the FDP final hearing in 2008 and we did not hear any mention of public access to the roads, or much about the trail plan at all. Thus, the best indication of the legal requirements of the PUD and the intent of the Council regarding the final trail plan is represented by the written record in 2008 not by verbal statements in 2007. Public statements made at Sketch Plan five months prior to the final approval during a very conceptual and brief discussion about trails are not binding unless followed up with clear plans in the final approval consistent with the Sketch Plan statements.

However, as staff pointed out in the staff report with the many excerpts from the final written application, there were no clear statements that public access to Pine Glades Drive was provided in the final approval – other than arguably an implied access to PGD to access some of the trails that intersected Pines Glades Drive on the approved trail plan. However, even if this implied access to Pines Glades Drive was the Council's intent or assumption, it's not clear from the record that the intent was to provide public access to Pine Glades Drive other than to provide access to the trails (i.e., if the trail locations were changed to not require the use of PGD to use them (as the current trail plan amendment proposes), then there seems to be little reason to conclude that the intent was to provide general public access to both all of the PUD's roads AND to all of the trails in the trail plan). This interpretation is supported by the fact that the final record frequently stated that the functional purpose of the trail plan was to allow public access across the site to connect to the USFS trail system, but not necessarily to allow public access to walk on the roads as a separate right. It is also supported by the fact that no public access easement was recorded in 2008 across the platted roads as would be expected if general public access was intended as an independent condition of approval of the PUD. Yet, admittedly, the record is not entirely clear on these important matters.

Staff hopes the above responses help in some way. These are difficult issues to explain succinctly and grey areas remain no matter whose version of events you find most compelling.

Please feel free to contact staff with any questions, etc., you may have.

-Tyler V

**From:** Laura Bonich [mailto:lauraabonich@gmail.com]
**Sent:** Thursday, April 23, 2020 12:03 PM
**To:** Tyler Valentine <tvalentine@jacksonwy.gov>; Jim Woodmencey <jim@mountainweather.com>; David DeFazio <david@defaziolaw.com>; Jim Stanford <jstanford@jacksonwy.gov>; Tyler Sinclair <tsinclair@jacksonwy.gov>; Larry Pardee <lpardee@jacksonwy.gov>; Hailey Morton Levinson <hmortonlevinson@jacksonwy.gov>; Arne Jorgensen <AJorgensen@jacksonwy.gov>; Jonathan Schechter <JSchechter@jacksonwy.gov>; Pete Muldoon <pmuldoon@jacksonwy.gov>
**Subject:** Pine Glades Public Road Access

Town Council and Town Staff,

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In the complete public record there are five (5) additional references to access identified by staff. The totality of the public record clearly supports the finding that public access is required on the GCE roadway. Please either enforce the existing requirements or add a condition of approval to the current application that the Project allow access by removing the no trespassing signs and the current physical rock barrier prior to any additional Town approvals for the project including issuance of a certificate of occupancy for the Duplex.

Thank you again. Laura

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## Tyler Valentine

**From:** David Defazio <David@defaziolaw.com>
**Sent:** Friday, April 24, 2020 9:49 AM
**To:** Tyler Valentine; Laura Bonich; Jim Woodmencey
**Cc:** Paul Anthony
**Subject:** RE: Pine Glades Public Road Access

Tyler –
This process has become incredibly frustrating, especially considering that the position of the Staff seems to have changed from indicating that public pedestrian access was clearly provided by the Developer, to now seemingly taking the position that it was not. Through no interpretation of events or representations can anyone deny that the intent of the Developer was to grant pedestrian access across that road. No way. Neither can anyone deny that the Town was responsible for incorporating that access into the rules governing the Pine Glades development. And it is clear that the Town failed to do so.

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Can that be any more clear? And beyond the highlighted portion, it is clear that a bike path was also being discussed which reinforces the intent of the Developer to provide walk <u>and</u> bike travel across the road. Every dirt trail in Pine Glades ties into a paved road. The public used that road for walking and riding bikes for what, eight years pursuant to what we all knew was the intent of the Developer. And now, just because the current Developer made promises to buyers that the development was a gated, private community, the Town is unwilling to uphold its responsibility to enforce the intent to allow access? Why has the Staff changed its tune? The Staff is losing any integrity it had by taking the position that this is a "gray area". The intent is not gray, it is clear. As is the Town's responsibility to make this right.

- David

**From:** Tyler Valentine <tvalentine@jacksonwy.gov>
**Sent:** Friday, April 24, 2020 9:18 AM
**To:** Laura Bonich <lauraabonich@gmail.com>; Jim Woodmencey <jim@mountainweather.com>; David Defazio <David@defaziolaw.com>
**Cc:** Paul Anthony <panthony@jacksonwy.gov>
**Subject:** RE: Pine Glades Public Road Access

Laura,

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Thank you again. Laura

Laura Bonich, PE, LEED AP
775-340-5346
lauraabonich@gmail.com

**From:** Carl Pelletier
**To:** Tiffany Stolte
**Subject:** FW: Online Form Submittal: General Inquiry, Comment, or Concern
**Date:** Monday, April 27, 2020 9:27:44 AM

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Tiff,

I submitted this to the Town Council, but wasn't sure if you were keeping track of these in the Planning Department too.

How you doing?

Carl

---

**From:** noreply@civicplus.com <noreply@civicplus.com>
**Sent:** Saturday, April 25, 2020 6:34 PM
**To:** Carl Pelletier <cpelletier@jacksonwy.gov>
**Subject:** Online Form Submittal: General Inquiry, Comment, or Concern

## General Inquiry, Comment, or Concern

| | |
|---|---|
| First Name | Janelle |
| Last Name | Smiley |
| Phone Number | 970-596-8699 |
| Email Address | Janellesmiley@gmail.com |
| General Inquiry, Comment, or Concern | This comment is in regards to Pine Dr access to Snowking through the "new" development at the top of the road all the condos. I used to use the road to get to snow king until they put up a very unwelcoming fence and I started seeing a man walking around with a baseball bat. That is a inner city vibe. I thought Jackson was a welcoming friendly place. That whole development does not have a good neighbor feel and then to deny others who live on the same street to pass by... do we want to promote private gated communities in town? Is this the direction we as a community want to go? I hope the town council will allow public access to snow king and keep the community feel in town.<br>Thank you<br>Resident on Pine Dr |

Email not displaying correctly? View it in your browser.

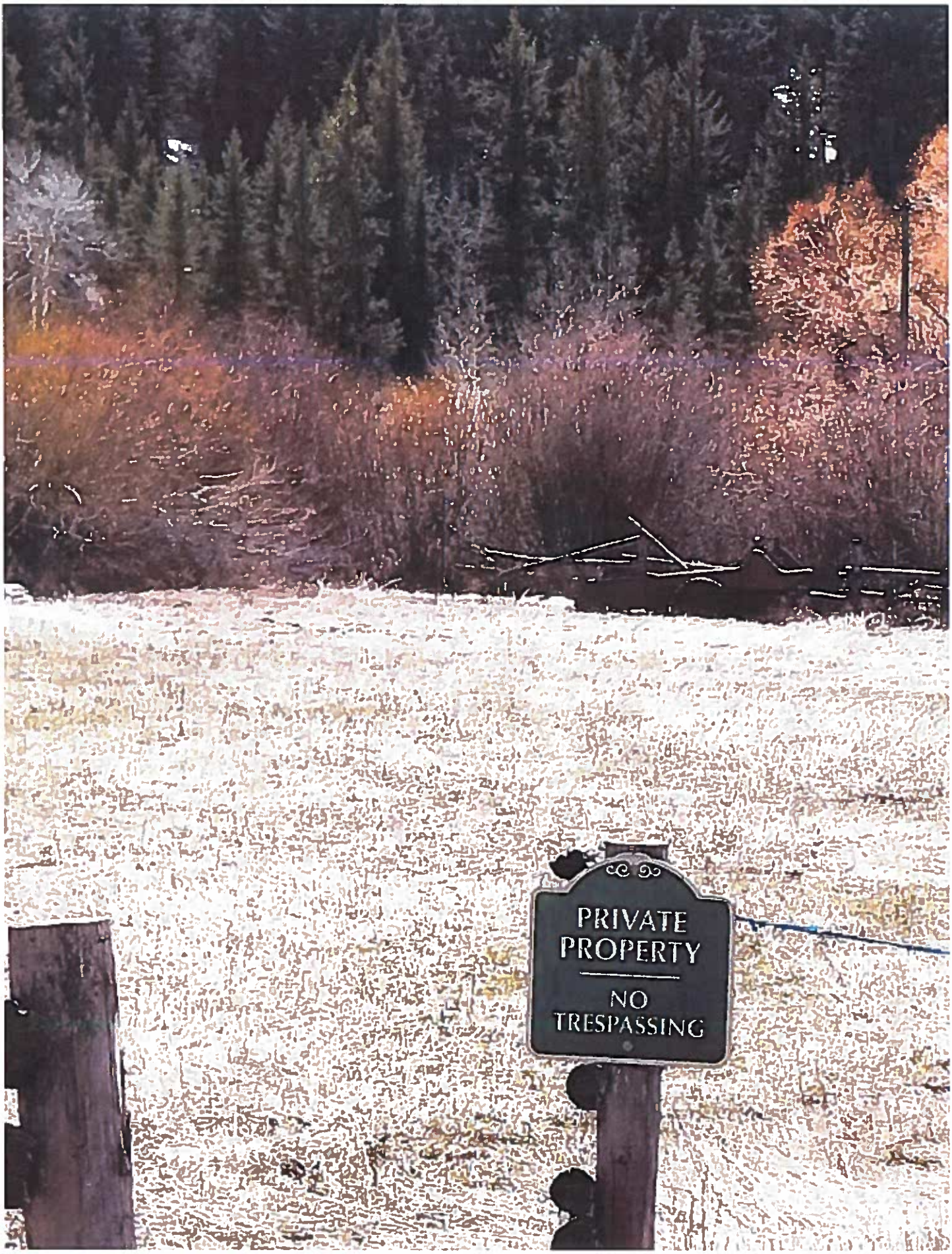
## Tyler Valentine

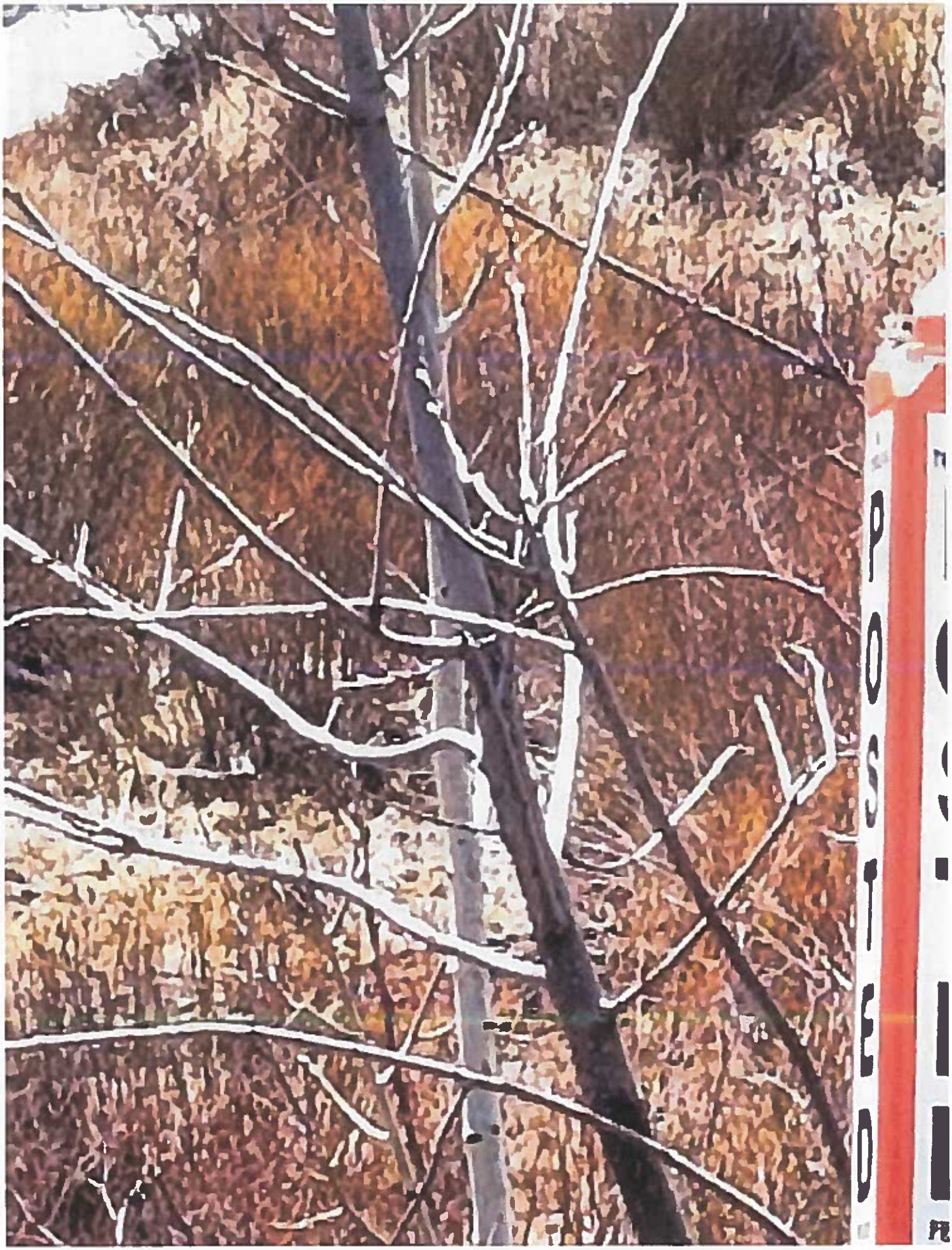
**From:** Susan Oremus <susoremus@yahoo.com>
**Sent:** Sunday, April 26, 2020 7:31 PM
**To:** j.tozzi@yahoo.com; Mark Barron; collinsplanning@bresnan.net; enash@lrw-law.com; Town Council; Sandy Birdyshaw; Paul Anthony; patrick_mcgaugh@yahoo.com; mboyce86@hotmail.com; kobbib@gmail.com; pastrychefortega@hotmail.com; artypolo@gmail.com; stephjohnson73@yahoo.com; tetontodd@hotmail.com; tiffstolte@gmail.com; scott@stillwaterarch.com; jhzabriskie@gmail.com; jlbragg82 @yahoo.com; jabragg360@yahoo.com; rajat1212@hotmail.com; bryan.miles@belaysolutions.com; j9mlloyd@yahoo.com; susoremus@yahoo.com; billbinch@yahoo.com; alexander_good@yahoo.com; darrylynnkaun@gmail.com; tony@tonyhartl.com; mark@markandmariel.com; mariel@markandmariel.com; J Hussey; Charles Nagle; Jennifer Walker; Linda Damiano; Linda Damiano; Tyler Valentine; Lea Colasuonno; David Lloyd; Kyle Somers
**Subject:** One of these signs is NOT like the others.

Dear Sirs and Madams;

All that I ask is that you please consider what I am presenting.

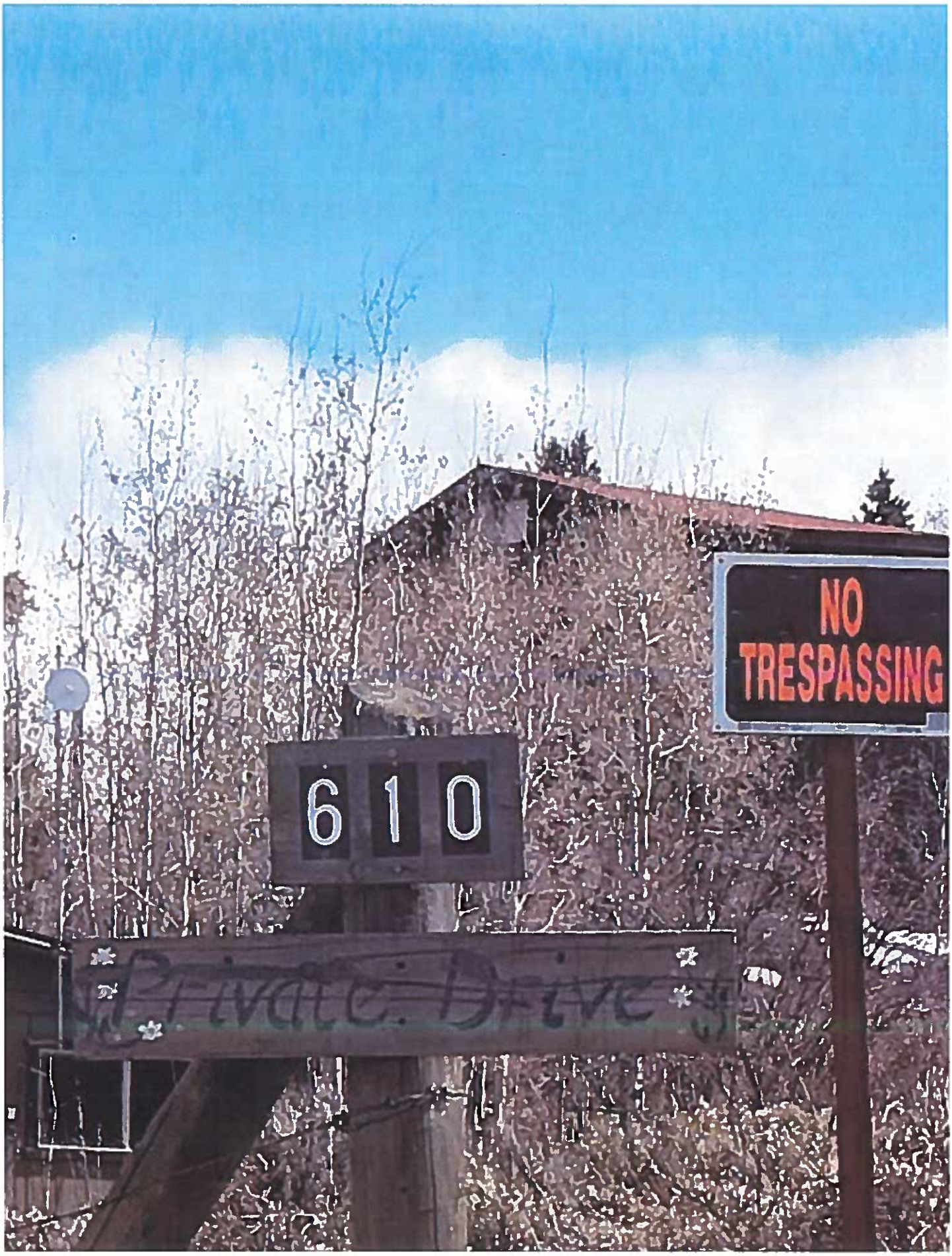
What do ALL of these photos have in common, EXCEPT for the very last one?
As seen around Teton County, Jackson and Wilson Wyoming.

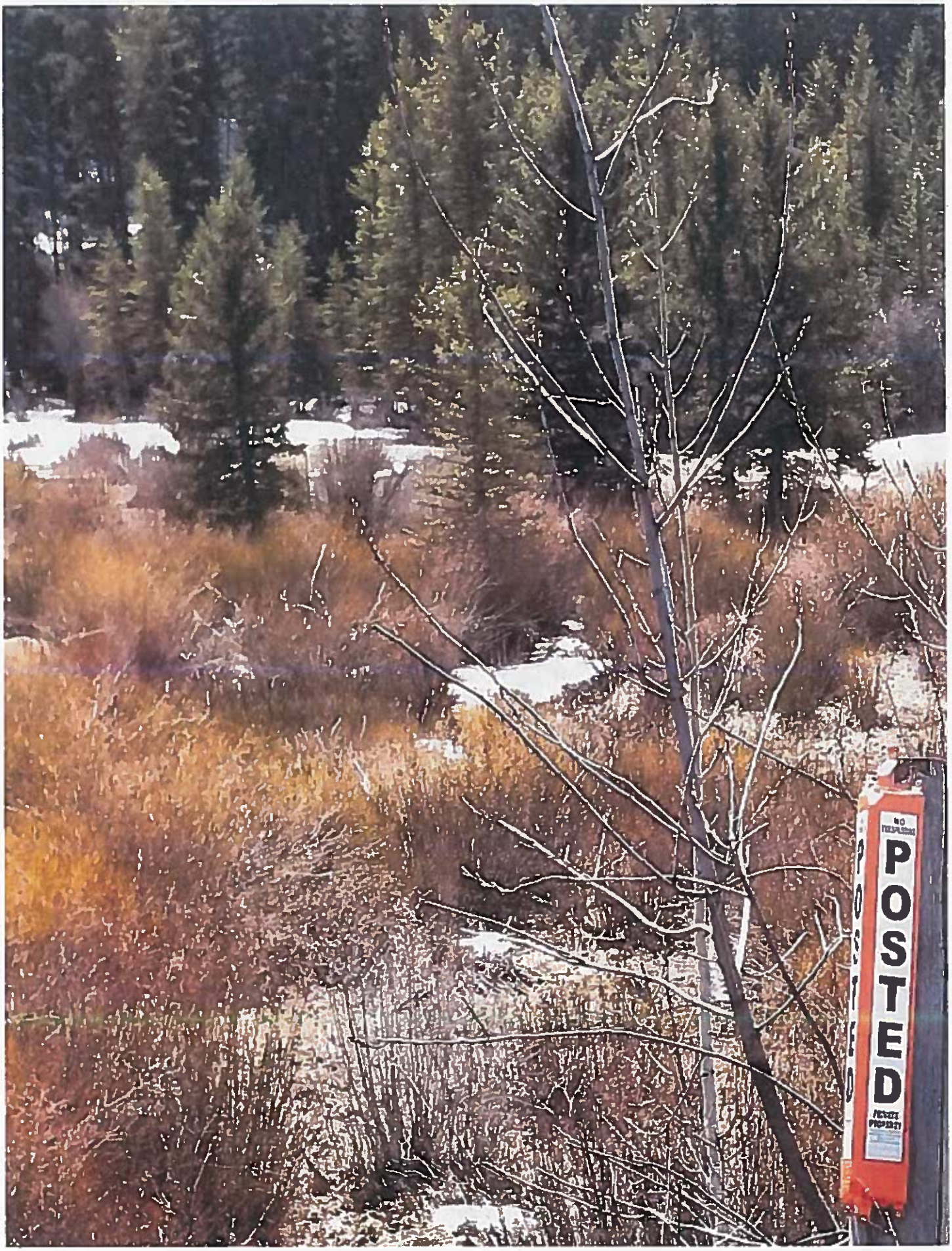

PRIVATE
PROPERTY
NO
TRESPASSING


POSTED

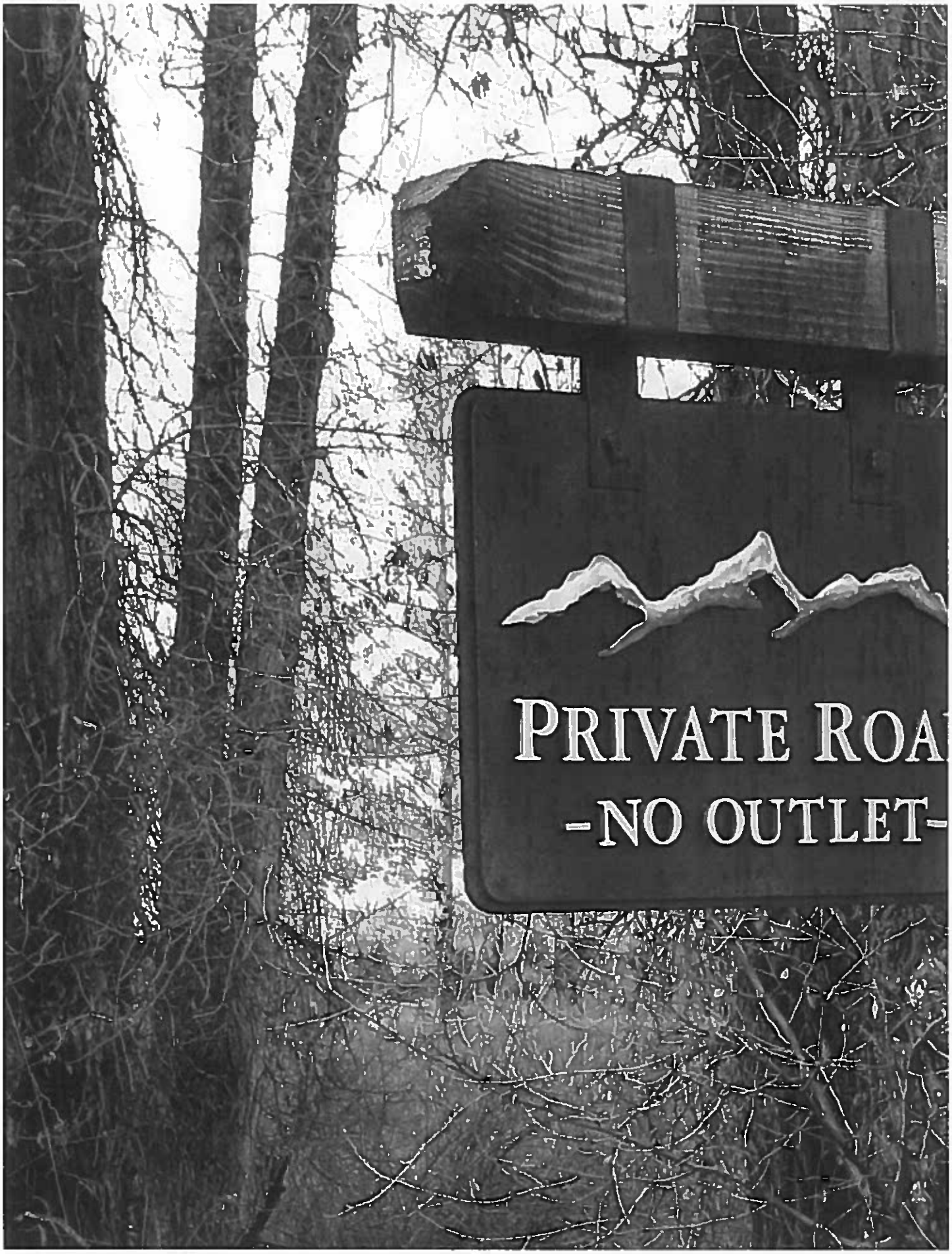
DO NOT
ENTER
NO TRESPASS
PRIVATE
$750 FINE ENFOR
STATE OF WYOMI

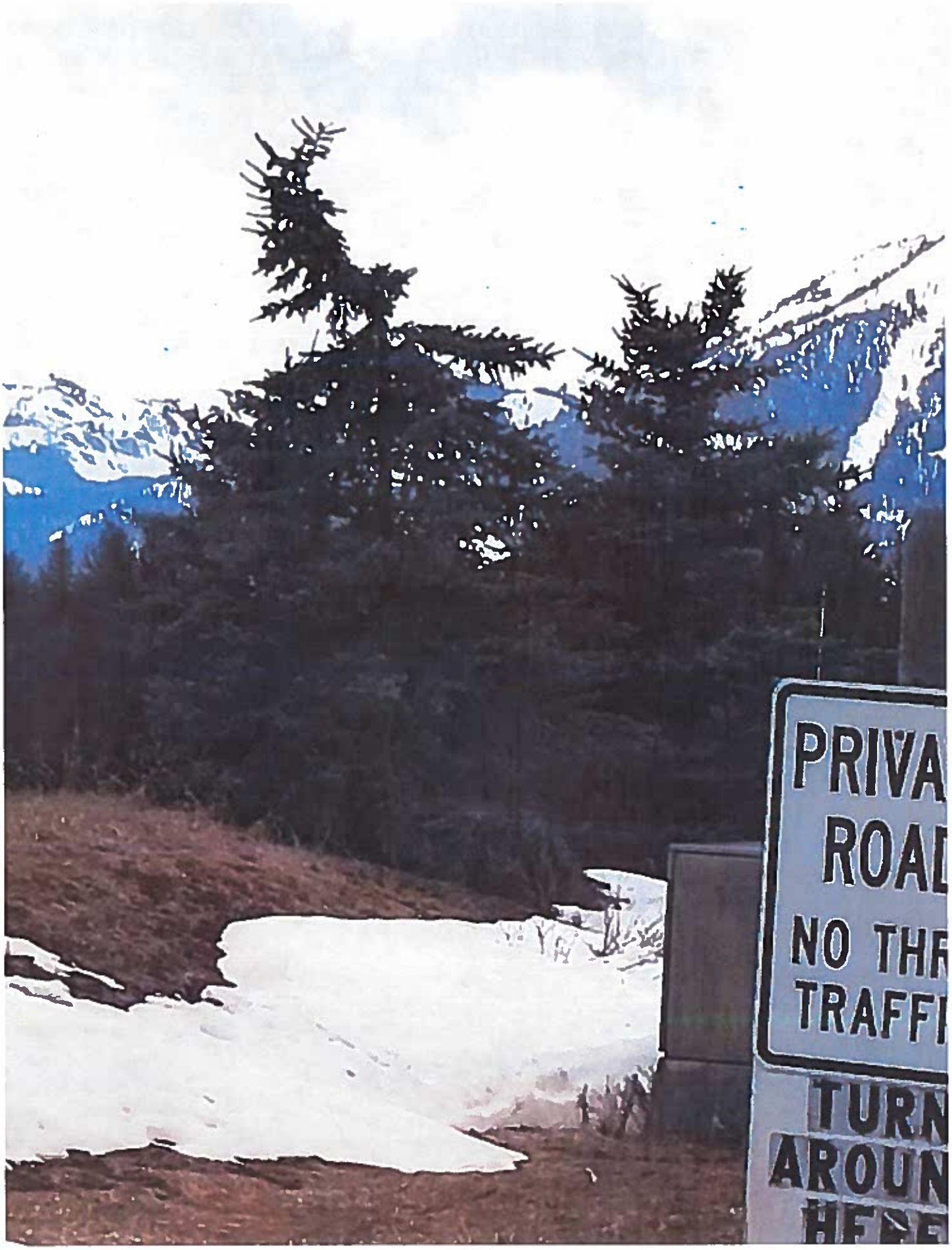
610
Private Dr


NO
TRESPASSING
610
Private Drive

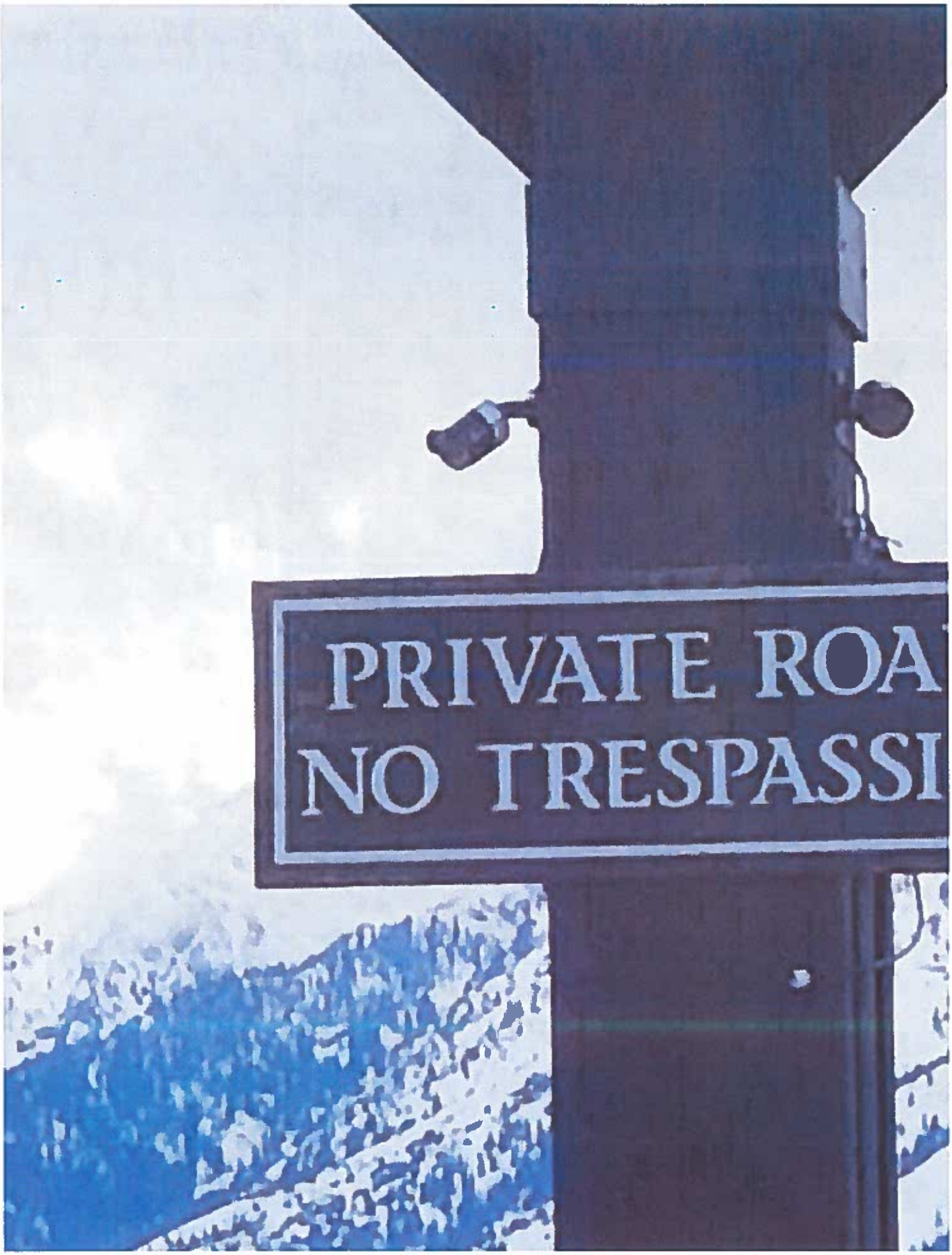

NO TRESPASSING
POSTED
PRIVATE PROPERTY

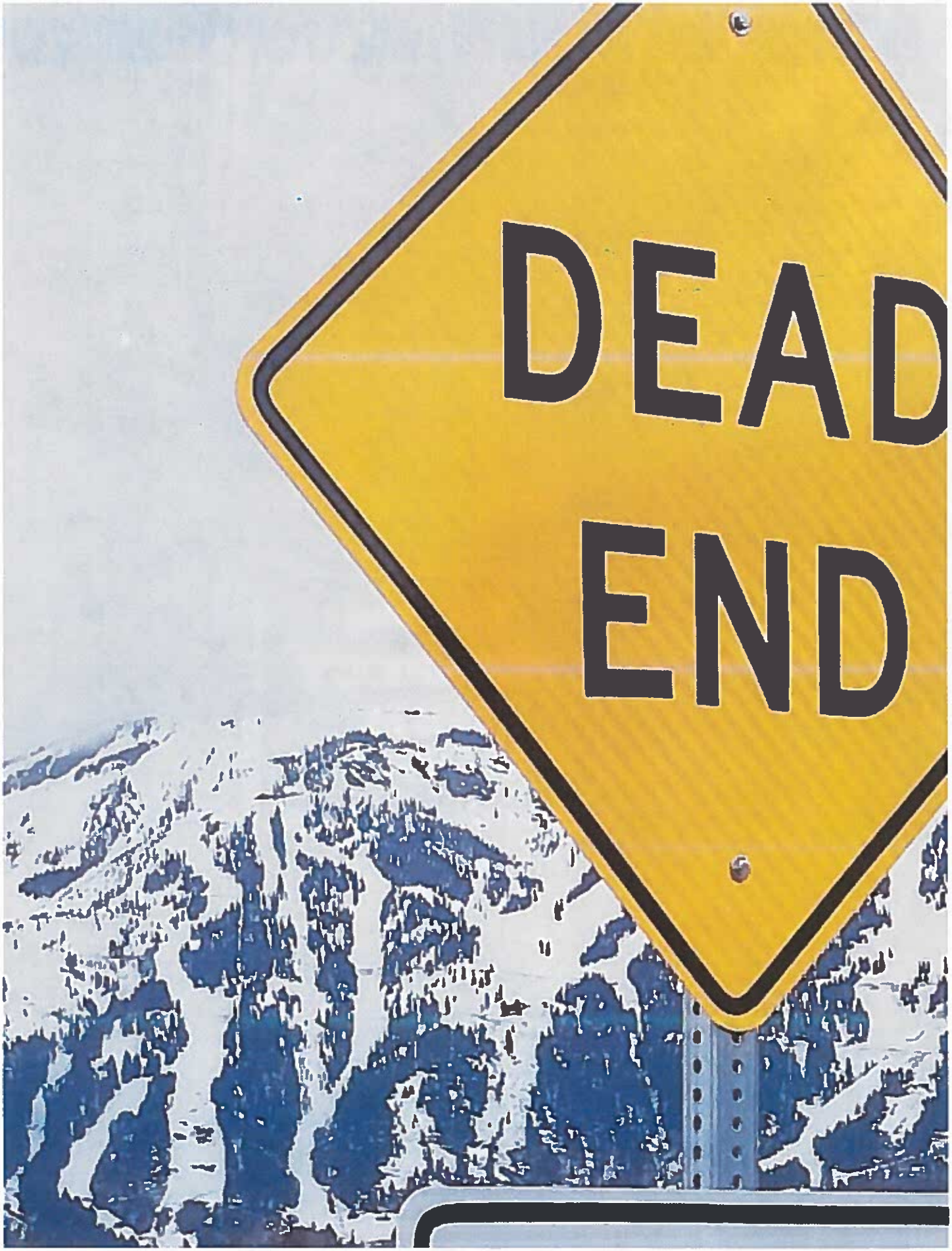
private road
residents only


PRIVATE ROA
-NO OUTLET-


PRIVA
ROAD
NO THR
TRAFFI
TURN
AROUN

PRIVA
ROA
NO
TRESPAS

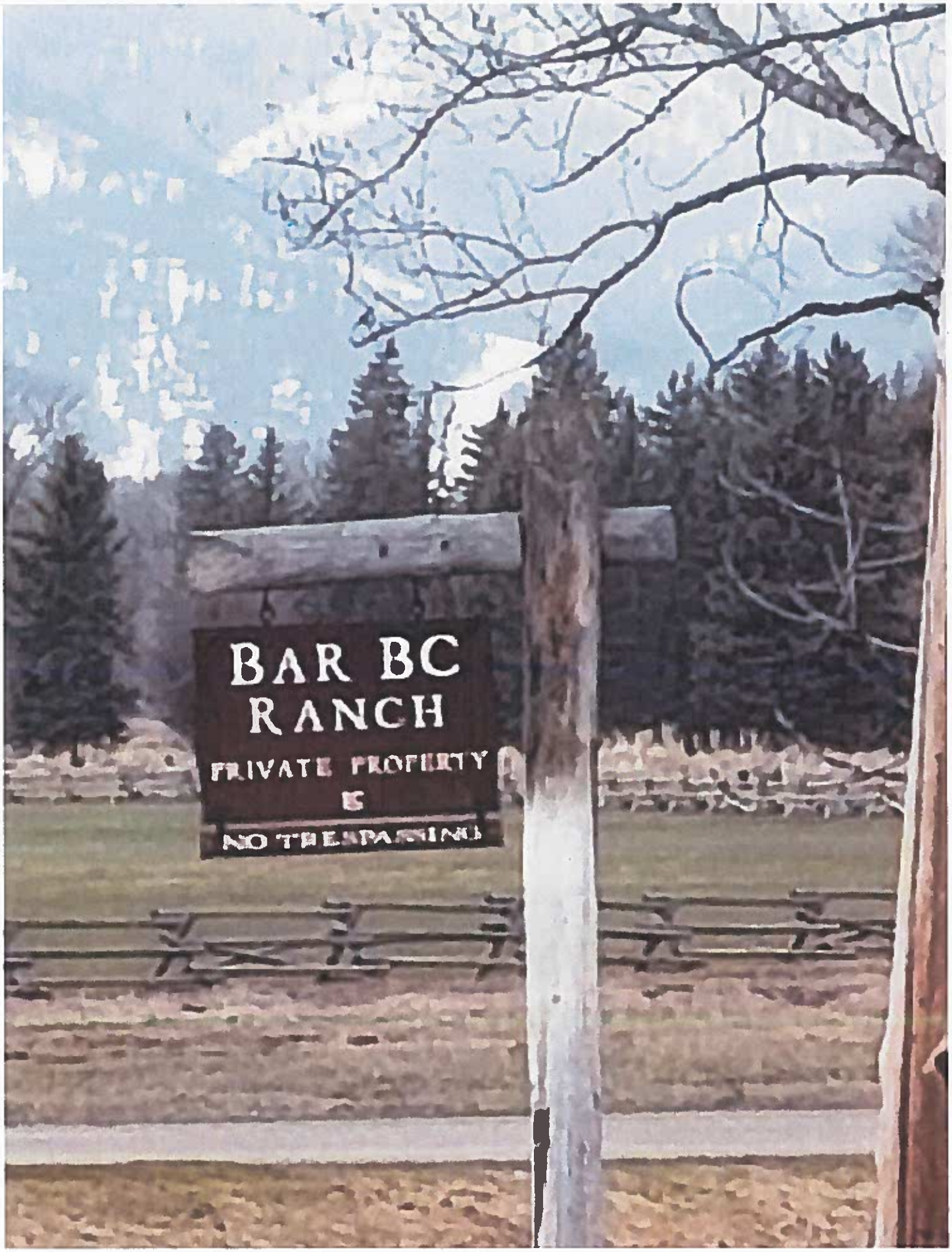

PRIVATE ROA
NO TRESPASSI


DEAD
END

RESPECT
OUR
PRIVACY

PRIVATE
PROPERTY
NO
TRESPASSIN

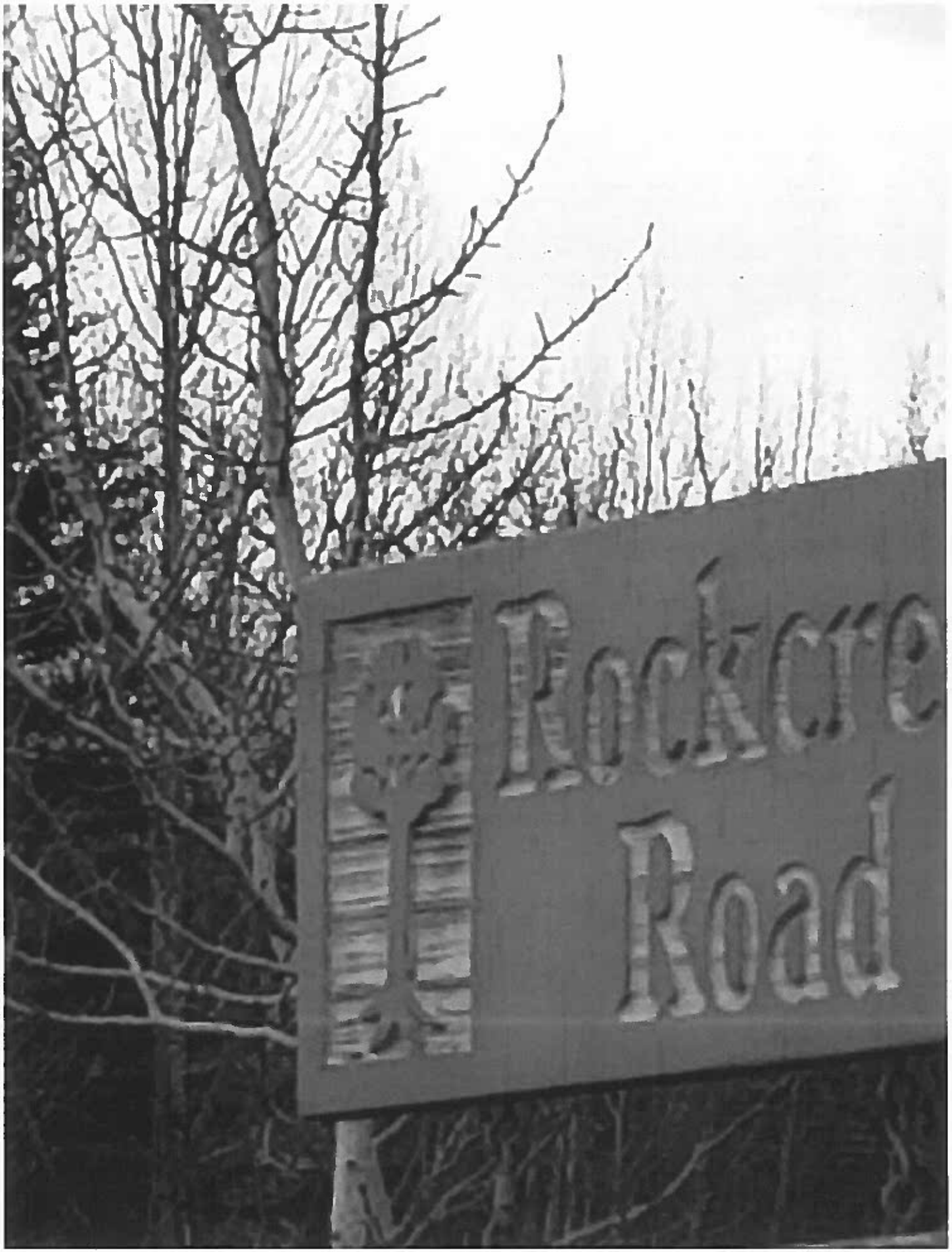
DEAD END
PLEASE RESPECT
OUR PRIVACY.

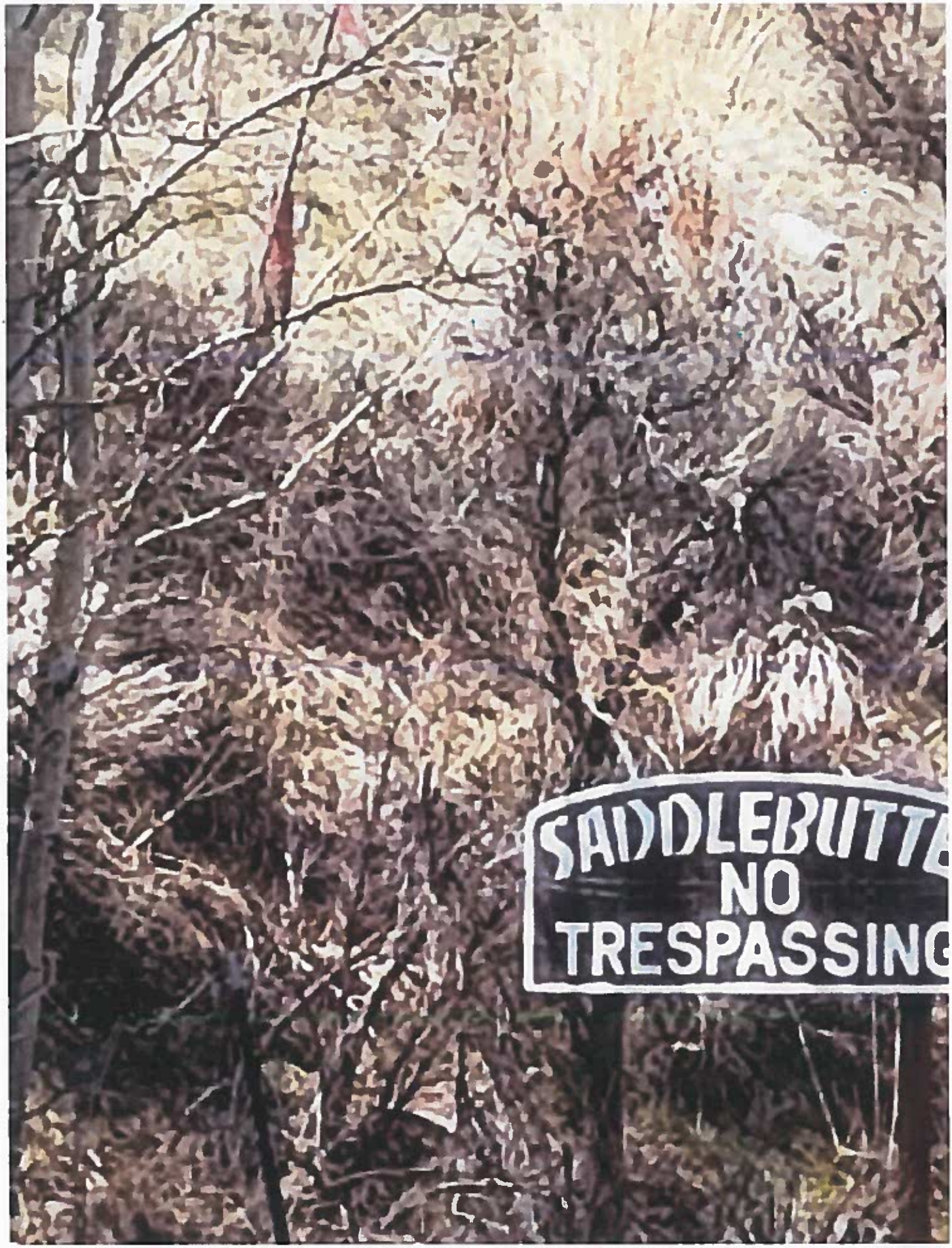

BAR BC
RANCH
PRIVATE PROPERTY
IS

PRIVATE RO
NO TRESPASS

PRIVATE PROPER
NO TRESPASSIN
TURN AROUND AH
NO
RIVER
ACCESS

SPEED
BUMPS
AHEAD
WILDERNESS
RANCH
PRIVATE ROAD
SPEED LIMIT 15


Rockcre
Road


SADDLEBUTTE
NO
TRESPASSING

NO
Trespassing
Private Property

All of the properties pictured with signs above (EXCEPT for the last red/white sign) are more than likely respected as PRIVATE PROPERTY by their neighbors, visitors and towns.

Are the first 20 posted signs seen as being elitists and unfriendly by the towns of Jackson and Wilson?

Do their neighbors consider them elitists and unneighborly OR do the neighbors and the towns respect that the person/people posting these signs purchased said properties and are able to erect signs stating that it is Private Property and are respectfully asking that people adhere to what their signage says.

Best Regards,

Susan Oremus

## Tyler Valentine

**From:** noreply@civicplus.com
**Sent:** Sunday, April 26, 2020 1:56 PM
**To:** Town Council
**Subject:** Online Form Submittal: Email the Town Council

If you are having problems viewing this HTML email, click to view a Text version.

## Email the Town Council

Subject: Pine Glades Trail Plan (P19-262)

Email Content:* April 26, 2020 Mayor Pete Muldoon Vice Mayor Hailey Morton Levinson Jim Stanford Arne Jorgensen Jonathan Schechter (delivered via email) Dear Mayor and Council Members, Re: Pine Glades Trail Plan (P19-262) – May 4, 2020 Town Council Meeting I've taken time to read the correspondence from our Pine Drive neighbors requesting public access onto our private road. A few of the same Pine Drive homeowners have written multiple letters to the Town Council. Strangely, many of the letters previously sent to the Town Planning Committee from Pine Glades Drive homeowners are noticeably absent from your review package. Why are we in this position where we have Pine Drive versus Pine Glades Drive? A little history for the purpose of context is important. Pine Drive residents' "vitriolic opposition" (as conveyed by the principal investor/developer Jeff Hussey since project inception) to any Pine Glades Drive traffic coming onto their public road forced Mr. Hussey to spend $15 Million to build a tunnel. Pine Drive residents "strong opposition" forced Pine Glades to install a gate to ensure that Pine Glades residents would not wander over onto Pine Drive, and then labeling us as elitist living in a gated community. After successfully lobbying the Town of Jackson to execute everything they wanted, our Pine Drive neighbors who so desperately wanted to keep us out of their neighborhood, now wants to come into our community, because they claim it is their right since it was supposedly done in the past on a former hiking trail and supposedly based on some verbal response made at public meeting that was never documented at all in writing. Have you ever wondered for once why the Pine Glades Homeowners are so much against public access, aside from the obvious and genuine safety and liability concerns? When we visit a person's home, we generally show respect for his or her property. As a guest in someone's home (or property), we must also take on certain responsibilities, such as, conveying civility, having self control and showing respect for other people's property. When that is violated, it should not be a shock that we may not be invited back in the future. Most, if not all of us, in Pine Glades have never lived in a gated community nor did we have any desire of doing so when we bought our homes in Pine Glades. Those of us with neutral thinking at the outset unfortunately changed our minds after some public exposure. All the correspondence from our Pine Drive neighbors convey their reasons on why public access to our community is supposedly their right, but not a single Pine Drive homeowner has ever conveyed that they also have a responsibility to be respectful of other people's property, show civility and not be loud and rambunctious at 11:30 PM or 1:30 AM in the morning when traversing our property. You simply wear out your welcome if the insults are repeated enough times. Legislating human behavior has never been possible. Why do you believe that human behavior will suddenly change, if access is endorsed and suddenly granted. It'll simply reinforce and embolden their same behaviors they've practiced on us over many years. Some folks are nice, but many are not. Why don't you grant a public easement to us for access onto every single private property along Pine Drive? Would you like to venture a guess as to how those owners will react, especially, if we show the same level of respect and civility on their property as they've shown us over the years? Our Pine Drive neighbors would never accept a public easement on their properties that you somehow expect us to grant. Do you, as members of the Town Council, truly and honestly believe that the Pine Glades homeowners are opposing the public access without any valid reasons and that all of the visitors from Pine Drive have engendered the responsibilities necessary while accessing Pine Glades? Let me assure you, that's an emphatic "NO." We reside on a mountain road with a tunnel and away from the population center. The visitors we have from Pine Drive know this very well. When no one is monitoring and/or enforcing the rules, they do as they please, which is exactly what's been going on here for years. If 95% of our neighbors' dogs roam our private property unleashed and at times without their owners, dogs urinating and defecating all over our road and especially our homes (the building literally), various neighbors being loud and rambunctious, skate boarding, biking and walking in and out of our private driveway deeded to us, skiing

and snow boarding down Pine Glades Drive, would you tolerate it after years of repeated infractions and ongoing nuisance that we are continually exposed to? After awhile, you get extremely upset over the on-going nuisance that truly becomes burdensome. Having been here since 2010, I have only met one non-resident woman who walked a dog with a leash and picked up after the dog. I conveyed my thanks and appreciation to her. She told me that she was simply walking the dog for her friend living in town. As homeowners on Pine Glades Drive, we simply want to have the quiet enjoyment of our homes and properties, like our neighbors on Pine Drive or any homeowner in the entire Town of Jackson. We are not asking for any privilege, but simply equal rights. Respectfully, James Wong, Jr. 242 Pine Glades Drive Jackson, WY 83001

| | |
|---|---|
| Your Name:* | James Wong, Jr. |
| Your Company Name: | |
| Your Phone Number: | 307-201-1369 |
| Your Email Address:* | jamesj242003@gmail.com |
| Your City: | Jackson |
| Your State: | WY |
| Your Zip Code: | 83001 |

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.jacksonwy.gov/Admin/FormHistory.aspx?SID=1647

The following form was submitted via your website: Email the Town Council

Subject:: Pine Glades Trail Plan (P19-262)

Email Content:: April 26, 2020

Mayor Pete Muldoon
Vice Mayor Hailey Morton Levinson
Jim Stanford
Arne Jorgensen
Jonathan Schechter (delivered via email)

Dear Mayor and Council Members,

Re: Pine Glades Trail Plan (P19-262) – May 4, 2020 Town Council Meeting

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Pine Drive residents' "vitriolic opposition" (as conveyed by the principal investor/developer Jeff Hussey since project inception) to any Pine Glades Drive traffic coming onto their public road forced Mr. Hussey to spend

April 26, 2020

Mayor Pete Muldoon
Vice Mayor Hailey Morton Levinson
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Jonathan Schechter (delivered via email)

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Re: Pine Glades Trail Plan (P19-262) – May 4, 2020 Town Council Meeting

I've taken time to read the correspondence from our Pine Drive neighbors requesting public access onto our private road. A few of the ***same*** Pine Drive homeowners have written ***multiple*** letters to the Town Council. Strangely, many of the letters previously sent to the Town Planning Committee ***from*** Pine Glades Drive homeowners are noticeably absent from your review package.

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Pine Drive residents "strong opposition" ***forced*** Pine Glades to install a gate to ensure that Pine Glades residents would not wander over onto Pine Drive, and then labeling us as elitist living in a gated community.

After successfully lobbying the Town of Jackson to execute everything they wanted, our Pine Drive neighbors who so desperately wanted to keep us out of their neighborhood, now wants to come into our community, because they claim it is their right since it was supposedly done in the past on a former hiking trail and supposedly based on some verbal response made at public meeting that was never documented at all in writing.

***Have you ever wondered for once why the Pine Glades Homeowners are so much against public access, aside from the obvious and genuine safety and liability concerns?*** When we visit a person's home, we generally show respect for his or her property. As a guest in someone's home (or property), we must also take on certain responsibilities, such as, conveying civility, having self control and showing respect for other people's property. When that is violated, it should not be a shock that we may not be invited back in the future. Most, if not all of us, in Pine Glades have never lived in a gated community nor did we have any desire of doing so when we bought our homes in Pine Glades. Those of us with neutral thinking at the outset unfortunately changed our minds after some public exposure.

All the correspondence from our Pine Drive neighbors convey their reasons on why public access to our community is supposedly their right, but ***not a single Pine Drive homeowner*** has ever conveyed that they also have a responsibility to be respectful of other people's property, show civility and not

be loud and rambunctious at 11:00 PM or 1:30 AM in the morning when traversing our property. You simply wear out your welcome if the insults are repeated enough times. Legislating human behavior has never been possible. Why do you believe that human behavior will suddenly change, if access is endorsed and suddenly granted. It'll simply reinforce and embolden their same behaviors they've practiced on us over many years. Some folks are nice, but many are not. Why don't you grant a public easement to us for access onto every single private property along Pine Drive? Would you like to venture a guess as to how those owners will react, especially, if we show the same level of respect and civility on their property as they've shown us over the years? Our Pine Drive neighbors would never accept a public easement on their properties that you somehow expect us to grant.

Do you, as members of the Town Council, truly and honestly believe that the Pine Glades homeowners are opposing the public access without any valid reasons and that all of the visitors from Pine Drive have engendered the responsibilities necessary while accessing Pine Glades? Let me assure you, that's an emphatic ***"NO."*** We reside on a mountain road with a tunnel and away from the population center. The visitors we have from Pine Drive know this very well. When no one is monitoring and/or enforcing the rules, they do as they please, which is exactly what's been going on here for years. If 95% of our neighbors' dogs roam our private property unleashed and at times without their owners, dogs urinating and defecating all over our road and especially our homes (the building literally), various neighbors being loud and rambunctious, skate boarding, biking and walking in and out of our private driveway deeded to us, skiing and snow boarding down Pine Glades Drive, would you tolerate it after years of repeated infractions and ongoing nuisance that we are continually exposed to? After awhile, you get extremely upset over the on-going nuisance that truly becomes burdensome. Having been here since 2010, I have only met one non-resident woman who walked a dog with a leash and picked up after the dog. I conveyed my thanks and appreciation to her. She told me that she was simply walking the dog for her friend living in town.

As homeowners on Pine Glades Drive, we simply want to have the quiet enjoyment of our homes and properties, like our neighbors on Pine Drive or any homeowner in the entire Town of Jackson. We are not asking for any privilege, but simply equal rights.

Respectfully,
James Wong, Jr.
242 Pine Glades Drive
Jackson, WY 83001

## Tyler Valentine

**From:** Carl Pelletier
**Sent:** Monday, April 27, 2020 11:11 AM
**To:** Town Council
**Cc:** Tiffany Stolte
**Subject:** Public Comment - Pine Drive access

Thank you,
Carl

**From:** noreply@civicplus.com <noreply@civicplus.com>
**Sent:** Monday, April 27, 2020 10:42 AM
**To:** Carl Pelletier <cpelletier@jacksonwy.gov>
**Subject:** Online Form Submittal: General Inquiry, Comment, or Concern

# General Inquiry, Comment, or Concern

| | |
|---|---|
| First Name | Jack |
| Last Name | Henley |
| Phone Number | 4132446701 |
| Email Address | jack.d.henley@gmail.com |
| General Inquiry, Comment, or Concern | Hi there - I am writing in regards to the public access to Snow King via Pine Drive. I am a resident of Pine Drive and am concerned about the proposed closing of the trail access from our neighborhood due to the Pine Glades development. As an avid user of this right of way, I would like to see this area protected so that our community members can continue to have easy access to Snow King's great trail network. This ease of access is a huge perk to living in Jackson, and I believe is an integral part of our outdoor community. It may seem trivial, but I think that any steps to close down trailheads, particularly in the name of "private interest", is a step in the wrong direction. I hope that the town council votes to keep these trails open!!<br><br>Thanks,<br><br>-Jack |

Email not displaying correctly? View it in your browser.

## Tyler Valentine

**From:** Carl Pelletier
**Sent:** Monday, April 27, 2020 9:25 AM
**To:** Town Council
**Subject:** Public Comment - Pine Drive access to Snow King

Thank you,
Carl

**From:** noreply@civicplus.com <noreply@civicplus.com>
**Sent:** Saturday, April 25, 2020 6:34 PM
**To:** Carl Pelletier <cpelletier@jacksonwy.gov>
**Subject:** Online Form Submittal: General Inquiry, Comment, or Concern

# General Inquiry, Comment, or Concern

| | |
|---|---|
| First Name | Janelle |
| Last Name | Smiley |
| Phone Number | 970-596-8699 |
| Email Address | Janellesmiley@gmail.com |
| General Inquiry, Comment, or Concern | This comment is in regards to Pine Dr access to Snowking through the "new" development at the top of the road all the condos. I used to use the road to get to snow king until they put up a very unwelcoming fence and I started seeing a man walking around with a baseball bat. That is a inner city vibe. I thought Jackson was a welcoming friendly place. That whole development does not have a good neighbor feel and then to deny others who live on the same street to pass by... do we want to promote private gated communities in town? Is this the direction we as a community want to go? I hope the town council will allow public access to snow king and keep the community feel in town.<br>Thank you<br>Resident on Pine Dr |

Email not displaying correctly? View it in your browser.

| | |
|---|---|
| **From:** | Carl Pelletier |
| **To:** | Town Council |
| **Cc:** | Tiffany Stolte |
| **Subject:** | Public Comment - Pine Drive access |
| **Date:** | Monday, April 27, 2020 11:11:08 AM |

Thank you,
Carl

**From:** noreply@civicplus.com <noreply@civicplus.com>
**Sent:** Monday, April 27, 2020 10:42 AM
**To:** Carl Pelletier <cpelletier@jacksonwy.gov>
**Subject:** Online Form Submittal: General Inquiry, Comment, or Concern

## General Inquiry, Comment, or Concern

| | |
|---|---|
| First Name | Jack |
| Last Name | Henley |
| Phone Number | 4132446701 |
| Email Address | jack.d.henley@gmail.com |
| General Inquiry, Comment, or Concern | Hi there - I am writing in regards to the public access to Snow King via Pine Drive. I am a resident of Pine Drive and am concerned about the proposed closing of the trail access from our neighborhood due to the Pine Glades development. As an avid user of this right of way, I would like to see this area protected so that our community members can continue to have easy access to Snow King's great trail network. This ease of access is a huge perk to living in Jackson, and I believe is an integral part of our outdoor community. It may seem trivial, but I think that any steps to close down trailheads, particularly in the name of "private interest", is a step in the wrong direction. I hope that the town council votes to keep these trails open!!<br><br>Thanks,<br><br>-Jack |

Email not displaying correctly? View it in your browser.

**Tyler Valentine**

| | |
|---|---|
| **From:** | Linda Damiano <elledee1011@gmail.com> |
| **Sent:** | Tuesday, April 28, 2020 2:41 PM |
| **To:** | Lea Colasuonno; Tyler Valentine; Sandy Birdyshaw |
| **Subject:** | Resubmitting Resident Letter RE: Pine Glades Drive |
| **Attachments:** | Tyler Sinclair letter.pdf |

Ms. Colasuonno, Mr. Valentine, Ms. Birdyshaw,

Please see attached a letter I sent in April, 2019 for submittal into the current Town review package for Pine Glades Trail Plan (p192-262).

Thanks kindly,

Linda Damiano
164 Pine Glades Dr.

---------- Forwarded message ---------
From: **Linda Damiano** <elledee1011@gmail.com>
Date: Tue, Apr 2, 2019 at 3:22 PM
Subject: Fwd:
To: <tsinclair@jacsonwy.gov>, <tvalentine@jacksonwy.gov>

April 2, 2019

Mr. Tyler Sinclair
Director of Planning & Building
Town of Jackson
P.O. Box 1687
Jackson, WY 83001

Dear Mr. Sinclair,

I reside at 164 Pine Glades Drive. I'm writing in response to Laura Bonich's letter to you describing her desire for public access through our private community of Pine Canyon. I'd like to share a bit of my experiences.

In the past three years, I have witnessed and tolerated the following during all of our 'phases of fencing' at our West gate:

-trespassers walking, running, riding bikes, nordic skiing and downhill skiing down our drive

-cars and trucks driving at very unsafe speeds…we don't have much wiggle room up here to avoid them. One wrong unsuspecting turn and I or my dog could be mincemeat.

-trespassers walking their dogs unleashed…large dogs, medium dogs, small dogs..many dogs urinating and defecating massive piles on our property without the owner having even a fleeting notion of picking it up.

-families using our drive and property like a park with small children running, or in baby strollers., usually with dogs in tow…all presenting huge and unnecessary liabilities.

I have a small dog I walk within our property with the proper cleanup…it is simply not right that I have to deal with stray dogs charging up to me. There are persons on Pine Drive who let their dogs out without supervision and of course they come to our community and use it like one big elimination ground.

Sure, it'd be so convenient to walk straight down the hill from my front door through the homes below us, right through their private yards and drives for a more direct path to get to Town or Snow King rather than the curvy tunnel. So it's preposterous that Ms. Bonich or any others feel entitled to do the same through our private property.

Thank you for your time, consideration of my comments and for your kind service to our community.

Linda Damiano
164 Pine Glades Dr.
P.O. Box 1371
Jackson, WY 83001
307.201.1071

April 2, 2019

Mr. Tyler Sinclair
Director of Planning & Building
Town of Jackson
P.O. Box 1687
Jackson, WY 83001

Dear Mr. Sinclair,

I reside at 164 Pine Glades Drive. I'm writing in response to Laura Bonich's letter to you describing her desire for public access through our private community of Pine Canyon. I'd like to share a bit of my experiences.

In the past three years, I have witnessed and tolerated the following during all of our 'phases of fencing' at our West gate:

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-cars and trucks driving at very unsafe speeds…we don't have much wiggle room up here to avoid them. One wrong unsuspecting turn and I or my dog could be mincemeat.

-trespassers walking their dogs unleashed…large dogs, medium dogs, small dogs..many dogs urinating and defecating massive piles on our property without the owner having even a fleeting notion of picking it up.

-families using our drive and property like a park with small children running, or in baby strollers., usually with dogs in tow…all presenting huge and unnecessary liabilities.

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Thank you for your time, consideration of my comments and for your kind service to our community.

Linda Damiano

164 Pine Glades Dr.
P.O. Box 1371
Jackson, WY 83001
307.201.1071

## Tyler Valentine

**From:** Mark Smiley <mark@smileysproject.com>
**Sent:** Tuesday, April 28, 2020 12:16 PM
**To:** Town Council
**Subject:** Pine drive right of way

Hello, I am writing to share a concern of not permitting pedestrians through the housing development at the top of Pine Dr. I'm a resident at 615 Pine Dr, And before the town homes were built at the top of the road we could walk through there. Now we can't without needed to climb over newly-placed boulders. The owner walks outside carrying a baseball bat and a very grumpy look on his face!

In the development plan of that area, I'm told, that there was an understanding that pedestrians would be able to continue to pass through on that road. If this is true, that stipulation has been fully ignored and drastic measures have been taken to eliminate pedestrians. I would like to see that changed, and the rules enforced so that pedestrians can once again access snow king from the top of pine drive.

Thank you. Mark smiley 970-901-8079
--
Mark Smiley
IFMGA Mtn Guide | Photographer | Filmmaker
www.mtnsense.com

## Tyler Valentine

**From:** James Wong <jamesj242003@gmail.com>
**Sent:** Wednesday, April 29, 2020 10:59 AM
**To:** Lea Colasuonno; Tyler Valentine; Sandy Birdyshaw
**Subject:** Pine Glades Trail Plan (P19-262)

Hello Lea, Tyler and Sandy,

Hope all is well.

Could I trouble you to enter my April 27, 2020 email below to Mr. Jonathan Schechter into the subject record? May I also ask that you forward my email below to all the Town Council Members. The Council website, by default, neutralizes all bold and/or italicized text, thus minimizing any statement I'm trying to stress.

Thank you for your willingness and patience to consider my position and those of my neighbors on Pine Glades Drive. Please stay safe.

Respectfully,
Jim Wong
242 Pine Glades Drive
Jackson, WY 83001

--------- Forwarded message ---------
From: **James Wong** <jamesj242003@gmail.com>
Date: Mon, Apr 27, 2020 at 8:26 PM
Subject: Pine Glades Trail Plan (P19-262)
To: Jonathan Schechter <JSchechter@jacksonwy.gov>

Hello Jonathan,

Thank you kindly for informing me that you've read my email once again. You are the only Council Member to date who has been gracious enough to get back to me and my Pine Glades neighbors advising us that "you hear us." You may find it shocking, but that is genuinely reassuring. We hope that your colleagues on the Town Council are equally engaged in understanding our plight, for which none of us here caused in the first place.

Many of us are retirees and/or senior citizens and we have little desire to live adjacent or on top of a skate board or bicycle obstacle course, a dog park or next to a ski run. ***We would simply like to live in the peace and quiet of our own homes, nothing more.*** It is a basic right enjoyed by countless homeowners in the Town of Jackson, so it's incredibly frustrating when we may be singled out as the exception.

We have taken this abuse for years, but decided for the first time that we were not going to take it any longer. So, last April 2019, we started writing the Town Planning Department. As strange as it may sound, none of our written concerns from Pine Glades residents ever reached the Planning Committee until we started

inquiring. After that, thank goodness, our concerns were read, understood and a unanimous 6-0 vote was cast in our favor by the Town Planning Committee.

It now appears that all our letters and emails written by Pine Glades homeowners from last year (2019) are not even included in the Town Council review package, and that has certainly been unknown to us until recently. Meanwhile, our Pine Drive neighbors have resubmitted correspondence with recent dates (with a few homeowners writing multiple letters) to the Town Council and they are part of your review package. With only a few of our letters in your review package, it almost appears that Pine Glades homeowners are not concerned with public access coupled with all the nuisance issues, when it is just the opposite in reality.

We have made a collective decision that we are not going to continue being victims. We hope we do not have to fight this just to enjoy some peace and quiet. We will certainly listen, but, if we have to challenge this to the Supreme Court, we are committed to doing so. Somewhere along the line, you just realize that you must fight something that is so incredibly unfair, when the only thing you really want is just to be treated equally and justly.

Respectfully,
Jim (Wong)

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On Mon, Apr 27, 2020 at 2:54 PM Jonathan Schechter <JSchechter@jacksonwy.gov> wrote:

Hello Mr. Wong

Thank you for your note regarding Pine Glades. As always, your note has enriched my understanding of the situation - I hadn't heard this perspective before. For this, I am very grateful.

Thank you again, stay well, and best regards

Jonathan Schechter

Jonathan Schechter

Jackson Town Councilor

(307) 733-3932 (main town switchboard)

(307) 733-8687 (direct)

150 E. Pearl Ave.

P.O. Box 1687

## Tyler Valentine

**From:** Jim Woodmencey <jim@mountainweather.com>
**Sent:** Thursday, April 30, 2020 10:30 AM
**To:** Laura Bonich
**Cc:** Tyler Valentine; David DeFazio; Paul Anthony
**Subject:** Re: Pine Glades Public Road Access

Tyler,
As a member of the public who took the initiative to be involved during the early planning process of Pine Glades, there are a few points I feel need refreshing.

In the early planning stages, many people in the area were opposed, as it was obviously going to end up as a huge scar on the landscape, on a very steep hillside. At one point, an offer was made to buy the property from the original developer, for whatever he paid for it from the Jackson Hole Corporation, plus whatever amount he felt he stood to profit from developing it. That was a grassroots effort to save the character of that hillside property, which adjoins Snow King and three other neighborhoods (Pine Drive, Wister Drive & Spruce Drive).

That offer was denied.

When it became evident that the developer was going to plow forward, tunnel and all, the only thing left for the public to do was to assure that we (the neighborhoods) would ALWAYS have pedestrian access on the new road across the property (walk or bike). That is precisely what was verbally stated to us by Mr. Taylor, at those public meetings, and what was recorded in the transcript.

IT DOESN'T matter when it was said in the process, it was what we were told WAS going to happen.
If there was any change to that promise, then the neighbors should have been given some notification by the town.

After leaving a meeting that essentially assured our access into perpetuity, what reason would any of us have to follow-up any further on the planning process after that?

If the Town neglected to make that access crystal clear in the wording on the final plat, then NOW is the time to make a correction, based on what we were told to our faces, back in 2007-2008.

NEVER before, in roughly 10 years, was access across the roadway EVER an issue.
Never, before Mr. Tozzi purchased it, did anyone feel like that access would be threatened, in any way.
To the contrary, access was welcomed!
Heck, the former developer even built a trail and established a trailhead, with a bulletin board and all. Access to that trailhead was via the roadway.

**The intent to allow public access is well established.**

I am afraid the next step is to file a formal objection or complaint against the Town, objecting to their negligent interpretation on the final plat.
The general public, at that time, was never informed of any changes from what we were told to the final wording on the plat,to the effect that public access would NOT be allowed.

Secondly, it may also be necessary to file a formal objection or complaint against the Town, for granting the current developer permission to remove the trailhead near the new duplex while construction was going on. This was done with the wave-of-a-wand at the planning office, on a promise from the developer that it would be, "relocated nearby". (@ 2011?)

The Planning Department felt that this "slight" relocation request was a minor change and did not need to go through the public review process.
Turns out, the relocation of the trailhead, "nearby", was never done.
The trailhead was removed permanently and the access trail has since been completely erased. Therefore, public comment should have been allowed. It was not. Retroactively, this needs to be corrected.

I hope Staff and the Town Council can see their way clear to let the history of this project guide their decision. What was promised by the original developer, and in essence the Town of Jackson, is now being renounced by the new developer. To allow that to happen, totally destroys my faith in the public process.

Caveat Emptor!

Sincerely,
Jim Woodmencey

Jim Woodmencey

307-690-9282

On Fri, Apr 24, 2020 at 9:59 AM Laura Bonich <lauraabonich@gmail.com> wrote:

Tyler,

I am impressed as always with your extremely comprehensive assessment of the project documents. I do however fundamentally disagree with your interpretation of the condition of approval added for P11-025. That action eliminated the required trail from the cul-de-sac up the hill to the horizontal trail as shown on sheet C2.2 of the FDP plan set. Since that connection trail was eliminated it made total sense that the planner added the specific requirement for access on the Pine Glades Road. The end of that condition is not saying that the Town access on the Final Plat already granted public access. The condition is adding a requirement for ***public*** access on the road - how else could the public get to the other trails that intersect the road after the uphill connection at the cul-de-sac was eliminated.

## Tyler Valentine

**From:** Tiffany Stolte
**Sent:** Monday, May 04, 2020 12:47 PM
**To:** Tyler Valentine
**Subject:** FW: Public Comment - Pine Drive

Tiffany Stolte
Town of Jackson
Planning and Building Office Manager
307-733-0440 x1304

**IMPORTANT NOTICE: The Town's Planning and Building Department office is closed temporarily to the public to protect against the spread of the Coronavirus. However, all building permits and development permits are still being accepted and processed and we will return all phone calls and emails as soon as we can. Please see the Planning and Building Department's website for more details on how to submit your application and for other important information. Also, please check the website frequently for updates.**

**From:** Carl Pelletier
**Sent:** Monday, May 04, 2020 12:42 PM
**To:** Town Council <electedofficials@jacksonwy.gov>
**Cc:** Tiffany Stolte <TStolte@jacksonwy.gov>
**Subject:** Public Comment - Pine Drive

Dear Town Council,

Below you will find public comment on Pine Glades Drive.

Thank you,
Carl

**From:** noreply@civicplus.com <noreply@civicplus.com>
**Sent:** Monday, May 4, 2020 12:31 PM
**To:** Carl Pelletier <cpelletier@jacksonwy.gov>
**Subject:** Online Form Submittal: General Inquiry, Comment, or Concern

### General Inquiry, Comment, or Concern

| | |
|---|---|
| First Name | Alice |
| Last Name | Leeper |

| | |
|---|---|
| **Phone Number** | 970-596-2311 |
| **Email Address** | alice.leeper@gmail.com |
| **General Inquiry, Comment, or Concern** | We have owned 615 Pine Drive (since June 2013) and were really disappointed when Pine Glades closed our access over to Snow King via their 'driveway'. It doesn't seem fair that they can and have used our road which they did for initial construction, and now for fire truck access when we can no longer walk past their townhomes to Snow King and the trail on the east side of the condos above the tunnel. When they first put up the bar to close off vehicular access, we were OK with it as we could still walk through. When they barricaded it with rocks and tall impassable fences it was like a slap in the face. Thank you 'city' for looking into this and please let us continue to use the road for trail and Snow King access.<br><br>Alice and Larry Leeper |

Email not displaying correctly? View it in your browser.

## Tyler Valentine

**From:** Carl Pelletier
**Sent:** Thursday, May 07, 2020 11:01 AM
**To:** Town Council
**Cc:** Tiffany Stolte
**Subject:** Public Comment on Pine Drive

**From:** noreply@civicplus.com <noreply@civicplus.com>
**Sent:** Thursday, May 7, 2020 10:36 AM
**To:** Carl Pelletier <cpelletier@jacksonwy.gov>
**Subject:** Online Form Submittal: General Inquiry, Comment, or Concern

# General Inquiry, Comment, or Concern

| | |
|---|---|
| First Name | Owen |
| Last Name | Leeper |
| Phone Number | 9703188970 |
| Email Address | skippy_o85@hotmail.com |
| General Inquiry, Comment, or Concern | I live on pine drive and i am very disappointed our access to snowking from the top of pine drive was cut off from the gate and rocks at the top of the road. I would really like to see an access path created for us to continue to access the national forest trails as we had before the condos of pine glade were built. |

Email not displaying correctly? View it in your browser.

Dear Lea,

I am in receipt of the email dated the evening of May 12, 2020, forwarded to me from Erika Nash, wherein you are seeking permission for Andy Cornish, appraiser, to walk on Pine Glades Drive to assess what the TOJ would like to try and purchase from the HOA. As you know, I am a director of the HOA and am available to coordinate with Andy a mutually agreeable time this Friday, May 15, to access the property. Please ask him to contact me directly.

That being said, before the Town undertakes the time and expense preparing an offer to purchase a pedestrian easement down our private road, I wanted to give you some of our thoughts in advance about such an offer being tendered in the first place:

- **Legitimate and Actual Safety Concerns:**

1. We understand that there might be a proposal of a 6-8' wide painted 'pedestrian lane' on our roadway, to demark the location of the easement, which in turn leaves barely 5-7' for one- way vehicular traffic as the roadway is approximately 13' wide total. Adding a real barrier marking the road and easement is impossible as the full width is needed for vehicular traffic and use of garages. Common sense and our collective conscience dictates that this is dangerous proposal, meaning unsafe for all.
2. In the past there have been numerous accidents in the tunnel and, most recently, at least one near fatal collision involving an HOA board member's truck and a skateboarding teenager, and another involving a vehicle and a woman pushing a stroller. It is likely there are other incidents that we are unaware of given how tight the roadway is here. Even if the proposed easement stops at the top of the tunnel, we are concerned that skateboarders and cyclists will find the tunnel too tempting to pass up.
3. In the winter the effective width of Pine Glades Drive is even less due to snow and ice. Several of the townhouse buildings have second levels that overhang one lane of the road and the roofs shed snow and ice onto the road below. There simply isn't enough room to accommodate permanent, public, pedestrian/biking/pet traffic along the road.
4. There are more full-time homeowners living in Pine Glades now, even more when Phase 2 is completed, increasing traffic along Pine Glades Dr., and again adding pressure on the road.
5. Pine Glades Drive was never intended for, or designed for, combined pedestrian and vehicular traffic. It simply does not have enough room to be safe for both. Now, 13 years later after it has been approved and constructed, the Town wants to change how it is used, but we feel that this change will increase the danger we live with each day on Pine Glades Drive. It is possible that even if the TOJ accepts liability for accidents on the easement, because it is so easy to step over the line, literally, and be hurt in Pine Glades, the easement for the benefit of the public may necessitate increased insurance cost to all members to cover the liability umbrella policy that our underwriters will likely require. At present the HOA premium contemplates that the road and tunnel are private property.
6. Furthermore, the market units whose living rooms overhang the roadway may have to self-insure for

liability. The paved blacktop area underneath the overhanging living rooms is within inches of each homeowner's front door, and is deeded to each homeowner and is not the property of the HOA. Any pedestrian walking, driving, riding their bicycles, or skateboarding under these overhangs is effectively entering our homes uninvited and is extremely dangerous in these narrow passageways with extremely limited sightlines.

7. Thus, the subject of safety on our narrow non-conforming dangerous roadway is clearly paramount for us.

- **We are concerned about homeowner / public safety and the preservation of our private property rights. For our homeowners, the issue is not monetary, but we fear being made out to be the bad guys here for not wanting to grant an easement we never sought to sell.**

1. Pine Glades Drive is a non-conforming narrow roadway leading to an equally narrow and dangerous tunnel. In every public record or land use document on file with the Town, the road and tunnel are both deemed private. These documents have been provided to consultants, lawyers, real estate agents and to each of our residents before they purchased their homes. Most recently, during due diligence for the present developer, many documents on file with the Town and stating that Pine Glades Drive is private property were provided to the developer.
2. Besides the initial cost of over $18 million to design and construct, the HOA (and its homeowners) has carried the financial burden of maintenance and insurance costs for HOA property.
3. Pine Glades Development has proceeded slowly over the past 13 years, with the last 5 of 23 homes just being completed between 2017 and 2020. Since approval of Pine Glades as a subdivision, there have been continual callous disregards to our private property and our homeowners by the neighboring residents. Gradually as Pine Glades has become populated with full time residents, the violations have become increasingly obvious and contentious. Their violations were brought to a head 2 years ago when one of our affordable homeowners and her dog were attacked by a Pine Drive resident's unleashed large dog, and then verbally abused.
4. And now, for the past 2 years, it has been the contention of several Pine Drive residents, that they were <u>verbally</u> promised access to and across our private road, and if we object to this argument, which was never codified into documents, Pine Glades HOA and homeowners are painted in a negative light. The alleged promise was made by Dave Taylor, the project manager for the original developer of the Pine Glades property Jeff Hussey – not even the actual developer and applicant. Our homeowners do not know, nor have they ever met Dave Taylor, who disappeared from the Town of Jackson over a decade ago, having failed to complete the subdivision.
5. There are numerous easements that exist on file and in writing including those that refer to a Snow King access trail, utility and maintenance, and a specific detailed easement granting Mr. DeFazio a driveway right of way over HOA property. This easement enables Mr. DeFazio access to Pine Drive from his "landlocked parcel". It is ironic that he and his neighbors, after denying our homeowners access to the same Pine Drive and forcing the issue of the gate to be added, now seek

unfettered access to our private roadway and tunnel.

6. For these past 2 years, as the issue of privacy and access has been brought before the Town by them for deliberation, a vocal few Pine Drive neighbors have subjected the HOA members to character assassination, falsehood, slander, and exaggeration. The irony of the situation is that these same Pine Drive neighbors demanded and received, at the cost to the HOA, a west end gate and supporting structures to restrict the Pine Glades HOA residents access to the Town owned Pine Drive. Additionally, to further restrict access to Pine Drive, they demanded and received the construction of a tunnel at the east end. The same neighbors' assignation that the Pine Glades HOA is "Elitist" and in pursuit of an exclusive "Gated Community" is insulting on its face and the height of hypocrisy!
7. In addition, the former developer himself, Jeff Hussey, has written 2 letters to the Town of Jackson stating that Dave Taylor reported directly to him and that… *"As the principal investor from inception and ultimately the primary developer of the Pine Glades Development, I'm compelled to remind this distribution that during the initial review and approval of the Pine Glades development, the neighbors on Pine Drive were adamant that no additional traffic pass in front of their houses even though Pine Drive is a town street. Their vitriolic opposition to any additional traffic forced me to spend $15,000,000 to construct a tunnel for Pine Glades residents to travel in the opposite direction. There was never any intention for the Pine Drive neighbors to have access to the private Pine Glades Drive and tunnel after it was built. Pine Glades is PRIVATE PROPERTY."*
8. Thus far, the Pine Glades HOA's response to these continued affronts has been to be gracious and take the high road. The developer has spent many, many months in discussion with the Town's planning staff and the Planning Commission. We are pleased that the planning staff recommended approval and the Planning Commission voted 6-0 in favor of reinforcing our private property rights and of our compromise plan. We too would like to proceed and have the trails as proposed approved and built so we can go back to welcoming the public onto our private property, *but just in the locations where we have willingly agreed to the same.*

**After many, many months of research and deliberation, the Town Planning Department fully supports, and the Town Planning Committee voted a unanimous 6-0 vote on March 4, 2020 in favor of the Proposed Trail Plan and private property issue after the three formal meetings and deliberations.** Both of these decisions were reached, we were told, after consult with the Town attorney's office. We just sincerely hope that our legal rights are not somehow diminished because of this neighbor fabricated controversy and effort to somehow appease just a few members of the public**.**

Respectfully,

David Lloyd
HOA Board Member

**Tyler Valentine**

| | |
|---|---|
| **From:** | James Wong <jamesj242003@gmail.com> |
| **Sent:** | Wednesday, May 13, 2020 3:36 PM |
| **To:** | Town Council |
| **Cc:** | Lea Colasuonno; Tyler Valentine; Sandy Birdyshaw; Paul Anthony |
| **Subject:** | Pine Glades Trail Plan (P19-262) - Comment to JH News & Guide's Article "Access Spat Divides South Jackson" |

May 13, 2020
Mayor Pete Muldoon
Vice Mayor Hailey Morton Levinson
Jim Stanford
Arne Jorgensen
Jonathan Schechter (delivered via email)

Dear Mayor and Council Members,

**Re: Pine Glades Trail Plan (P19-262) – May 18, 2020 Town Council Meeting**

Cited below is my comment submitted to the JH News & Guide relating to today's article entitled "Access Spat Divides South Jackson". Kevin Olsen (President/Editor) of the paper has advised me that he will publish my comment.

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"Unbiased reporting generally solicits views from all parties involved, not just one side, unless the intent is to sway public opinion. Have you ever wondered why the our first developer was forced to spend $15 Million to build a tunnel, and later forced to install a gate on the west side of our development? We can thank our Pine Drive neighbors for successfully lobbying our Town to force both our developers to impose those structures so no one from Pine Glades could "wander over onto" Pine Drive, a public road. Having successfully kept Pine Glades residents out of Pine Drive, now our Pine Drive neighbors would like access onto our ***"private road and tunnel."*** Seems a bit hypocritical. If private property rights have no meaning in the Town of Jackson, I should have the right to roam on any and all private properties along Pine Drive without consequence, simply because I desire it. Many of us within the Pine Glades community are retirees and/or senior citizens. All we want is to live in the peace and quiet of our own homes, nothing more. We do not want our community used any longer as a bike and skate board obstacle course, a dog park where 95% of the dogs from Pine Drive roam freely while urinating and defecating all over our road and our homes (literally our buildings), and ski and snow board down our road like a ski run---***day and night***. We are the victims and have tolerated this abuse for years from our Pine Drive neighbors. Somewhere along the line, you decide that you've had enough. Once again, our Pine Drive neighbors would like our Town to impose additional conditions on us (Pine Glades residents), that they themselves would never, ever accept. What does that say about our Pine Drive neighbors? Fair play does not mean garnering all the benefits for oneself while imposing all the burden on everyone else."

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When a party demands and lobbies for certain rights that are strictly "self-serving" year after year, the element of fair play becomes lost in translation after awhile. I would respectfully ask and appeal to the Members of the

Town Council, Town Attorney, Town Planning Department and Town Clerk to be mindful of the burden that we have had to shoulder over the years as Pine Glades Residents.

Respectfully,

James and Lucy Wong
242 Pine Glades Drive
Jackson, WY 83001
jamesj242003@gmail.com

## Tyler Valentine

**From:** noreply@civicplus.com
**Sent:** Thursday, May 14, 2020 3:09 PM
**To:** Jim Stanford
**Subject:** Online Form Submittal: Email Jim Stanford

If you are having problems viewing this HTML email, click to view a Text version.

## Email Jim Stanford

| | |
|---|---|
| Subject: | Pine Glades Dispute |
| Email Content:* | Mr. Stanford, I find it fiscally irresponsible and ridiculous that the Town Council is even entertaining the possibility of using taxpayer money to purchase an easement on a private road in order to appease a handful of town residents. The Pine Drive neighbors are all within short walking distance of NINE other taxpayer funded and maintained trails accessing the exact same terrain. Their "inconvenience" of walking an extra few hundred yards to another trailhead hardly seems like a pressing issue, much less a problem that needs to be remedied on my dime! Just two weeks ago, the Town cut $2.7 million from the budget in anticipation of "unprecedented revenue decline." Thousands of residents are out of work, businesses are shut down, and the Town Manager is considering larger cuts including furloughing workers and even layoffs. If the Town has extra room in the budget to throw money around, maybe they should consider keeping their employees salaried, helping out the grossly understaffed dispatch service currently at risk of being unable to operate, or aiding the local taxpaying families who have lost income and are struggling to feed their children. The Mayor and Town Council claim to be working hard to keep Jackson financially solvent through a global pandemic. I hardly think buying private land for better hiking trail access in accommodation of a select few falls into the category of emergency stabilization and conceding to these cries could set us up for a dangerously expensive precedent. |
| Your Name:* | Rita Murray |
| Your Company Name: | |
| Your Phone Number: | |
| Your Email Address:* | Ritaemurray@Gmail.com |
| Your City: | Jackson |
| Your State: | WY |
| Your Zip Code: | 83001 |

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.jacksonwy.gov/Admin/FormHistory.aspx?SID=1748

The following form was submitted via your website: Email Jim Stanford

Subject:: Pine Glades Dispute

Email Content:: Mr. Stanford,
I find it fiscally irresponsible and ridiculous that the Town Council is even entertaining the possibility of using

taxpayer money to purchase an easement on a private road in order to appease a handful of town residents. The Pine Drive neighbors are all within short walking distance of NINE other taxpayer funded and maintained trails accessing the exact same terrain. Their "inconvenience" of walking an extra few hundred yards to another trailhead hardly seems like a pressing issue, much less a problem that needs to be remedied on my dime!

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Your Name:: Rita Murray

Your Company Name::

Your Phone Number::

Your Email Address:: Ritaemurray@Gmail.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

Additional Information:
Form submitted on: 5/14/2020 3:09:24 PM
Submitted from IP Address: 199.192.124.29
Referrer Page: https://www.jacksonwy.gov/256/Mayor-Town-Council
Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=171

## Tyler Valentine

**From:** noreply@civicplus.com
**Sent:** Thursday, May 14, 2020 3:12 PM
**To:** Hailey Morton Levinson
**Subject:** Online Form Submittal: Email Hailey Morton-Levinson

If you are having problems viewing this HTML email, click to view a Text version.

## Email Hailey Morton-Levinson

| | |
|---|---|
| Subject: | Pine Glades Dispute |
| Email Content:* | Ms. Morton-Levinson, I find it fiscally irresponsible and ridiculous that the Town Council is even entertaining the possibility of using taxpayer money to purchase an easement on a private road in order to appease a handful of town residents. The Pine Drive neighbors are all within short walking distance of NINE other taxpayer funded and maintained trails accessing the exact same terrain. Their "inconvenience" of walking an extra few hundred yards to another trailhead hardly seems like a pressing issue, much less a problem that needs to be remedied on my dime! Just two weeks ago, the Town cut $2.7 million from the budget in anticipation of "unprecedented revenue decline." Thousands of residents are out of work, businesses are shut down, and the Town Manager is considering larger cuts including furloughing workers and even layoffs. If the Town has extra room in the budget to throw money around, maybe they should consider keeping their employees salaried, helping out the grossly understaffed dispatch service currently at risk of being unable to operate, or aiding the local taxpaying families who have lost income and are struggling to feed their children. The Mayor and Town Council claim to be working hard to keep Jackson financially solvent through a global pandemic. I hardly think buying private land for better hiking trail access in accommodation of a select few falls into the category of emergency stabilization and conceding to these cries could set us up for a dangerously expensive precedent. Rita Murray Taxpayer and Aspen Drive Resident |
| Your Name:* | Rita Murray |
| Your Company Name: | |
| Your Phone Number: | |
| Your Email Address:* | Ritaemurray@Gmail.com |
| Your City: | Jackson |
| Your State: | WY |
| Your Zip Code: | 83001 |

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.jacksonwy.gov/Admin/FormHistory.aspx?SID=1751

The following form was submitted via your website: Email Hailey Morton-Levinson

Subject:: Pine Glades Dispute

Email Content:: Ms. Morton-Levinson,

I find it fiscally irresponsible and ridiculous that the Town Council is even entertaining the possibility of using taxpayer money to purchase an easement on a private road in order to appease a handful of town residents. The Pine Drive neighbors are all within short walking distance of NINE other taxpayer funded and maintained trails accessing the exact same terrain. Their "inconvenience" of walking an extra few hundred yards to another trailhead hardly seems like a pressing issue, much less a problem that needs to be remedied on my dime!

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Rita Murray
Taxpayer and Aspen Drive Resident

Your Name:: Rita Murray

Your Company Name::

Your Phone Number::

Your Email Address:: Ritaemurray@Gmail.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

Additional Information:
Form submitted on: 5/14/2020 3:12:12 PM
Submitted from IP Address: 199.192.124.29
Referrer Page: https://www.jacksonwy.gov/256/Mayor-Town-Council
Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=170

## Tyler Valentine

**From:** noreply@civicplus.com
**Sent:** Thursday, May 14, 2020 3:14 PM
**To:** Pete Muldoon
**Subject:** Online Form Submittal: Email Pete Muldoon

If you are having problems viewing this HTML email, click to view a Text version.

## Email Pete Muldoon

| | |
|---|---|
| Subject: | Pine Glades Dispute |
| Email Content:* | Mr. Muldoon, I find it fiscally irresponsible and ridiculous that the Town Council is even entertaining the possibility of using taxpayer money to purchase an easement on a private road in order to appease a handful of town residents. The Pine Drive neighbors are all within short walking distance of NINE other taxpayer funded and maintained trails accessing the exact same terrain. Their "inconvenience" of walking an extra few hundred yards to another trailhead hardly seems like a pressing issue, much less a problem that needs to be remedied on my dime! Just two weeks ago, the Town cut $2.7 million from the budget in anticipation of "unprecedented revenue decline." Thousands of residents are out of work, businesses are shut down, and the Town Manager is considering larger cuts including furloughing workers and even layoffs. If the Town has extra room in the budget to throw money around, maybe they should consider keeping their employees salaried, helping out the grossly understaffed dispatch service currently at risk of being unable to operate, or aiding the local taxpaying families who have lost income and are struggling to feed their children. The Mayor and Town Council claim to be working hard to keep Jackson financially solvent through a global pandemic. I hardly think buying private land for better hiking trail access in accommodation of a select few falls into the category of emergency stabilization and conceding to these cries could set us up for a dangerously expensive precedent. Rita Murray Taxpayer and Aspen Drive Resident |
| Your Name:* | Rita Murray |
| Your Company Name: | |
| Your Phone Number: | |
| Your Email Address:* | Ritaemurray@Gmail.com |
| Your City: | Jackson |
| Your State: | WY |
| Your Zip Code: | 83001 |

* indicates required fields.

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The following form was submitted via your website: Email Pete Muldoon

Subject:: Pine Glades Dispute

Email Content:: Mr. Muldoon,

I find it fiscally irresponsible and ridiculous that the Town Council is even entertaining the possibility of using taxpayer money to purchase an easement on a private road in order to appease a handful of town residents. The Pine Drive neighbors are all within short walking distance of NINE other taxpayer funded and maintained trails accessing the exact same terrain. Their "inconvenience" of walking an extra few hundred yards to another trailhead hardly seems like a pressing issue, much less a problem that needs to be remedied on my dime!

Just two weeks ago, the Town cut $2.7 million from the budget in anticipation of "unprecedented revenue decline." Thousands of residents are out of work, businesses are shut down, and the Town Manager is considering larger cuts including furloughing workers and even layoffs. If the Town has extra room in the budget to throw money around, maybe they should consider keeping their employees salaried, helping out the grossly understaffed dispatch service currently at risk of being unable to operate, or aiding the local taxpaying families who have lost income and are struggling to feed their children. The Mayor and Town Council claim to be working hard to keep Jackson financially solvent through a global pandemic. I hardly think buying private land for better hiking trail access in accommodation of a select few falls into the category of emergency stabilization and conceding to these cries could set us up for a dangerously expensive precedent.

Rita Murray
Taxpayer and Aspen Drive Resident

Your Name:: Rita Murray

Your Company Name::

Your Phone Number::

Your Email Address:: Ritaemurray@Gmail.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

Additional Information:
Form submitted on: 5/14/2020 3:13:43 PM
Submitted from IP Address: 199.192.124.29
Referrer Page: https://www.jacksonwy.gov/256/Mayor-Town-Council
Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=169

**Tyler Valentine**

| | |
|---|---|
| **From:** | Alex Good <alexander_good@yahoo.com> |
| **Sent:** | Friday, May 15, 2020 10:09 PM |
| **To:** | Lea Colasuonno; Tyler Valentine; Sandy Birdyshaw; Paul Anthony |
| **Cc:** | kevin@tetonmediaworks.com |
| **Subject:** | Pine Glades Trail Plan (P19-2626) |

Dear Town of Jackson Professionals,

I wanted to share with you my comments posted today in regard to the recent article in the Jackson Hole News & Guide regarding the Pine Glades Trail Plan (P19-2626).

Thank you for your consideration of my views.

Alex Good

"As the Town reviews an appropriate course of action on dealing with access to the forest trails through the Pine Glades community, the Town should continue its long history of respecting fundamental rights and fairness for all neighbors and community members. While recognizing the desires of certain Pine Drive residents to what they might have had over a decade ago, the Town leaders must avoid disruptive actions that would abrogate its long-standing rules. The Town's establishment of developments, in this case of the Pine Glades neighborhood, are well known and were followed in this case over a protracted period of time. All residents were given, and many took advantage of, the multiple ongoing opportunities to have their views heard and considered. The Town's Planning Department has done a detailed review of the history, the record, the facts and have confirmed the current private status of the Pine Glades neighborhood and the rules governing our neighborhood. Indeed, the Town Planning Commission voted subsequently in an unanimous 6-0 decision supporting the Town Planning Department's position after their marathon review.

Let's briefly talk about costs. Since the inception of the development, the Pine Glade owners, have had millions and millions of dollars building a street, building a tunnel and erecting substantial improvements. Moreover, over the last ten years, Pine Glades residents myself included have spent millions more out of their own pockets maintaining these improvements. The clear fact is that the primary reason the Town insisted that Pine Glades be private was to avoid having to pay for these expenses from the Town's budget. At this very late date, and after millions have been spent by me and other good faith purchasers, a few Pine Drive residents are making calls now for unfettered access to my driveway and those of my Pine Glades neighbors. Their request, if adopted by the Town, would make a mockery of the supposed open and public process that was undertaken over a decade ago. It would further trample on rights the good faith purchasers of Pine Glades.

Finally, it seems to be swept under the rug that the current developer has committed to provide replacement trail systems to provide multiple access routes to the forest or the

Town. This would be done at no expense to the residents of Jackson. These proposed trails give all residents the wonderful opportunity to access the forest or the Town around both sides of the Pine Glades driveway.

If the Town wishes to try to turn back the clock for over a decade and do an about face on its long-standing rules for the Pine Glades community, the Town will cause a substantial and negative impact on the value of good faith purchasers in our neighborhood. Without question, that would be a substantial injustice to those of us who have been financially and legally responsible and followed the established rules that the Town has laid down."

(303) 921-2500

## Tyler Valentine

**From:** Charles Nagle <charles@charlesnagle.com>
**Sent:** Friday, May 15, 2020 12:47 AM
**To:** Town Council
**Subject:** Fwd: Article

Please take note of my new email address: charles@charlesnagle.com

Begin forwarded message:

> **From:** Charles Nagle <charles@charlesnagle.com>
> **Date:** May 14, 2020 at 2:25:44 PM MDT
> **To:** Kevin@jhnewsandguide.com
> **Cc:** John Tozzi <j.tozzi@yahoo.com>, David Lloyd <dglloyd2000@gmail.com>, James Wong <jamesj242003@gmail.com>
> **Subject: Article**
>
> As a taxpayer to the town ,I am perplexed to find myself peering across an electronic fence installed by my HOA that keeps me from traveling down a town road that I pay taxes to maintain. Apparently my neighbors on Pine Drive feel that their lifestyle and the value of their multi million dollar " end of Cul de Sac " homes would be in peril should I find my way down the road to go about my daily errands.
>
> When I opened your paper the other day and found an article that alleged to give an accurate picture of the conflict between the Pine Drive residents and the members of the Pine Glades HOA I was dismayed to find an unprofessional rendition of serial falsehoods. Any evidence of investigative journalism was missing .
>
> Perhaps your paper should say nothing if they can't relate the facts accurately. Had an HOA member not seen your reporter and photographer trespassing on our private property I doubt you would have tried to reach out to any of our members to hear our side of the story.
>
> You should be ashamed of yourselves.
>
> Chip Nagle
>
> Please take note of my new email address: charles@charlesnagle.com

**Tyler Valentine**

**From:** Charles Nagle <charles@charlesnagle.com>
**Sent:** Friday, May 15, 2020 12:49 AM
**To:** Town Council
**Subject:** Fwd: Article

Please take note of my new email address: charles@charlesnagle.com

Begin forwarded message:

> **From:** Kevin Olson/Teton Media Works <kevin@jhnewsandguide.com>
> **Date:** May 14, 2020 at 5:09:29 PM MDT
> **To:** Charles Nagle <charles@charlesnagle.com>
> **Cc:** Editor <editor@jhnewsandguide.com>
> **Subject: Re: Article**
>
> All noted Chip, apology accepted. Thanks for the insights in the follow-up. ko
>
> Kevin B. Olson
> President, Publisher
> Teton Media Works, Inc.
> News: *Jackson Hole News&Guide* | *Jackson Hole Daily* | *Buckrail*
> Magazines: *Jackson Hole* | *RANGE* | *Teton Family* | *A Grand Wedding*
> Digital Agency Services: Orijin Media
> 307.732.7060
>
> > On May 14, 2020, at 4:50 PM, Charles Nagle <charles@charlesnagle.com> wrote:
> >
> > Kevin
> >
> > Thank you for your thoughtful response . A paper should never be ashamed of reporting the facts. Forgive me I should have been more accurate . Your reporter should be ashamed of himself .In collecting those facts ,every effort should be made to get all sides of the story .
> >
> > It is important to point out that there were not so many errors as there were omissions. They gave the impression that our HOA was callous , elitist and entitled .
> >
> > Example ; In the past , our HOA transferred to Mr Defazio , our neighbor adjacent to the gate , a right of way to cross HOA property . The purpose was to grant him access to a building lot that was landlocked and unusable to him. This was an act neighborly kindness. He has repaid our generosity by lobbying the town to deny us access to Pine Drive . He has also been instrumental in forcing the installation of a hugely expensive gate when the Pine Drive residents complained that a locked chain was not enough.
> >
> > This is one example of an omission that sheds a completely different light on the

reality of the conflict. I know that there are other omissions that would greatly change the thrust of this article .

To me the presence of Pine Drive residents in the pictures that went along with article indicate that the article was an attempt to embarrass the HOA in the public square . The one side ness also shows me that the residents of Pine Drive are insecure in their quest to protect their privacy and possibly the value of their multi million dollar homes.

Please accept my apology for an accusation cast widely at your organization when I should have singled out the reporter.

Respectfully ,

Chip Nagle

Please take note of my new email address: charles@charlesnagle.com

## Tyler Valentine

**From:** Susan Oremus <susoremus@yahoo.com>
**Sent:** Saturday, May 16, 2020 9:03 AM
**To:** James Wong
**Cc:** Tyler Valentine
**Subject:** Fw: Pine Glades Continuance

Why would Jackson use OUR tax dollars to purchase a pedestrian easement on private property and not be willing to maintain and insure it? I have been told more than once that the city of Jackson has no money. Just curious.

I have also seen the document clearly stating that Pine Glades Drive and Jessica Drive are PRIVATE roads.

Susan

On Thursday, May 14, 2020, 10:25:07 AM MDT, James Wong <jamesj242003@gmail.com> wrote:

Please see email below from Tyler Valentine.

---------- Forwarded message ---------
From: **Tyler Valentine** <tvalentine@jacksonwy.gov>
Date: Thu, May 14, 2020 at 10:12 AM
Subject: Pine Glades Continuance
To: James Wong <jamesj242003@gmail.com>

Everyone, just a heads up that Pine Glades will be continued from the May 18th Council meeting to June 1st. We have not yet received an appraisal on the cost of purchasing a pedestrian access easement over the roadway. We hope that June 1st will be the date, but I will keep you updated. Since you have been in contact with us the most, perhaps you can pass this along to the others in Pine Glades. Thanks.

Town Hall is temporarily closed. However all planning and building staff are working remotely to ensure business as usual. Please visit the Town website for updates.

**Tyler Valentine**

Senior Planner

Town of Jackson

P.O. Box 1687

Jackson, Wyoming 83001

(p) (307)733-0440

(f) (307)734-3563

tvalentine@jacksonwy.gov

www.townofjackson.com

--
Jim Wong
jamesj242003@gmail.com
Cell:908-295-2759

## Tyler Valentine

**From:** Victoria Wood Nagle <t.wood@mac.com>
**Sent:** Monday, May 18, 2020 11:24 AM
**To:** Town Council
**Subject:** Carefully crafted misinformation

>>>
>>>
>>> I was truly disappointed to read the article regarding Private Property Rights on Pine Glades Drive in the Jackson Hole News and Guide.

>>> It certainly didn't represent their mission statement which
>>> declares that they "accurately and objectively report and document
>>> the events and issues affecting the lives of our readers while
>>> vigorously advocating for the publics access to information "

>>> Objectivity was definitely missing. Accuracy was selective at best. Even the facts were spongeable.A great deal of ink was devoted to one sided hearsay .

>>> If their reporter had indeed been objective, he would have interviewed more residents of Pine Glades Drive. He also could have done due diligence by fact checking. For example, here are some facts he missed:

>>> The only reason there is a gate at Pine Glades Drive is because the residents of Pine Drive demanded it when the PUD was granted. That's on public record. None of the residents of Pine Glades Drive like the gate. If in fact we were a "gated community" we would at least be able to use that gate but we can't, its locked down because the people on Pine Drive don't want increased traffic on their public roadway. The irony of course is that they want to publicly "traffic"on a private roadway.

>>> The only reason there is a tunnel at Pine Glades is because the residents of Pine Drive demanded that egress as well. That's also on Public Record. (Although why a simple road couldn't have been put in I'll never understand.) No one likes the tunnel it's narrow and difficult and creepy. But, the residents of Pine Drive demanded it and it was given to them.

>>> Pine Glades Drive was designed to incorporate a sidewalk into one lane of the roadway underneath the upper units.It was never meant for general pedestrian traffic. This peculiarity makes it tricky enough for drivers and pedestrians as it is. Opening the road to pedestrian and bike traffic would be disastrous on many levels. There is nothing elitist about this concern. It is pragmatic, and realistic.

>>> On March 4th, on the Planning Office's recommendation, the Planning
>>> Commission recommended 6 to 0 that the land underneath our homes (which we bought in good faith as our property ) and Pine Glades Drive remain private. This too is on record. Your reporter could have seen why they voted this way and how they came to that conclusion. I do not think that either the Planning Staff or the Planning Commission made these decisions lightly.

>>> The ultimate irony to me is that this ambush of an article seems to be the kind of smear campaign that rich and powerful Goliaths use against a helpless minority and yet it intimates that the residents of Pine Drive ( who's demands were met and have cost Pine Glades
>>> developers and the HOA over $17,000,000 ) are being unfairly brutalized by the evil elitists who've usurped their lives.

>>> This unfortunate and misleading article was deeply disappointing to find in a News Outlet that I had trusted .I am hoping that you will take it at face value and recognize it as an Opinion as opposed to a full and accurate report of the truth.

>>>
>>> Tory Nagle

## Tyler Valentine

**From:** noreply@civicplus.com
**Sent:** Wednesday, May 20, 2020 3:17 PM
**To:** Town Council
**Subject:** Linda Damiano Online Form Submittal: Email the Town Council

If you are having problems viewing this HTML email, click to view a Text version.

## Email the Town Council

| | |
|---|---|
| Subject: | Pine Glades Trail Plan(P12-262). |
| Email Content:* | Dear Mayor and Council, I added comments online to Replies following the May 13, 2020 JH News article entitled "Access Spat Divides South Jackson". Below is a copy that I am submitting also for the the packet associated with the Pine Glades Trail Plan(P12-262). Thanks kindly, Linda Damiano Pine Glades Drive It's immensely disappointing that this issue has evolved into where we stand today. Had our Pine Drive neighbors and others who pass through Pine Glades Drive using it as a public park been respectful of our property and of the residents of Pine Glades over the years, there's a strong chance this would not have escalated to the sad situation it is today. We have a uniquely designed road at Pine Glades that resulted from minimizing the clearing of land. With that came a limited amount of space for each Pine Glades homeowner which results in unwanted activities inches from our front doors, windows and garages. We privately maintain and insure the entire Pine Glades Drive and tunnel; the roadway directly under our living and dining rooms are insured by each and every homeowner. For a moment, put yourself in our position...would you like folks running, walking, bicycling, skateboarding, stroller-pushing, skiing and snow boarding and dogs roaming freely ON YOUR FRONT PORCH? Would you appreciate mounds and mounds of fresh dog excrement and urination ALL AROUND AND ON YOUR HOME STRUCTURES? Can you or anyone honestly say you'd find this acceptable? There are many trails to get to and from Snow King; Pine Glades Drive is just not one of them. If one is heading to Snow King for sport and exercise, why is a shortcut needed through a private area? Does Club at 3 Creek, Shooting Star, Gros Ventre North and the like offer public access on their private property? Is the Town and County trying to buy easements on those properties, like they are proposing for ours, or on the myriad of other deeded private properties? And does it make sense for the Town of Jackson to use tax payer monies to purchase this particular easement to appease a handful of Pine Drive homeowners? Where does it all end. Linda Damiano, Pine Glades Drive |
| Your Name:* | Linda Damiano |
| Your Company Name: | |
| Your Phone Number: | 7072272248 |
| Your Email Address:* | elledee1011@gmail.com |
| Your City: | Jackson |
| Your State: | Wyoming |
| Your Zip Code: | 83001 |

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.jacksonwy.gov/Admin/FormHistory.aspx?SID=1786

The following form was submitted via your website: Email the Town Council

Subject:: Pine Glades Trail Plan(P12-262).

Email Content:: Dear Mayor and Council,

I added comments online to Replies following the May 13, 2020 JH News article entitled "Access Spat Divides South Jackson".

Below is a copy that I am submitting also for the the packet associated with the Pine Glades Trail Plan(P12-262).

Thanks kindly,

Linda Damiano
Pine Glades Drive

It's immensely disappointing that this issue has evolved into where we stand today. Had our Pine Drive neighbors and others who pass through Pine Glades Drive using it as a public park been respectful of our property and of the residents of Pine Glades over the years, there's a strong chance this would not have escalated to the sad situation it is today.

We have a uniquely designed road at Pine Glades that resulted from minimizing the clearing of land. With that came a limited amount of space for each Pine Glades homeowner which results in unwanted activities inches from our front doors, windows and garages. We privately maintain and insure the entire Pine Glades Drive and tunnel; the roadway directly under our living and dining rooms are insured by each and every homeowner.

For a moment, put yourself in our position…would you like folks running, walking, bicycling, skateboarding, stroller-pushing, skiing and snow boarding and dogs roaming freely ON YOUR FRONT PORCH? Would you appreciate mounds and mounds of fresh dog excrement and urination ALL AROUND AND ON YOUR HOME STRUCTURES? Can you or anyone honestly say you'd find this acceptable?

There are many trails to get to and from Snow King; Pine Glades Drive is just not one of them. If one is heading to Snow King for sport and exercise, why is a shortcut needed through a private area?

Does Club at 3 Creek, Shooting Star, Gros Ventre North and the like offer public access on their private property? Is the Town and County trying to buy easements on those properties, like they are proposing for ours, or on the myriad of other deeded private properties? And does it make sense for the Town of Jackson to use tax payer monies to purchase this particular easement to appease a handful of Pine Drive homeowners? Where does it all end.

Linda Damiano, Pine Glades Drive

Your Name:: Linda Damiano

Your Company Name::

Your Phone Number:: 7072272248

Your Email Address:: elledee1011@gmail.com

Your City:: Jackson

Your State:: Wyoming

Your Zip Code:: 83001

Additional Information:
Form submitted on: 5/20/2020 3:16:43 PM
Submitted from IP Address: 72.132.46.85
Referrer Page: No Referrer - Direct Link
Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=190

**Tyler Valentine**

**From:** Linda Damiano <elledee1011@gmail.com>
**Sent:** Wednesday, May 20, 2020 3:36 PM
**To:** Lea Colasuonno; Sandy Birdyshaw; Tyler Valentine; Paul Anthony
**Subject:** Pine Glades Trail Plan (P12-262)

Dear Madams and Sirs,

Please see below another letter submission to the Town Council.

Thank you kindly,

Linda Damiano

Dear Mayor and Council.

I added my comments online to Replies following the May 13, 2020 JH News article entitled "Access Spat Divides South Jackson".

Below is a copy that I am submitting for the the packet associated with the Pine Glades Trail Plan(P12-262).

Best regards,

Linda Damiano

164 Pine Glades Drive

**It's immensely disappointing that this issue has evolved into where we stand today. Had our Pine Drive neighbors and others who pass through Pine Glades Drive using it as a public park been respectful of our property and of the residents of Pine Glades over the years, there's a strong chance this would not have escalated to the sad situation it is today.**

**We have a uniquely designed road at Pine Glades that resulted from minimizing the clearing of land. With that came a limited amount of space for each Pine Glades homeowner which results in unwanted activities inches from our front doors, windows and garages. We privately maintain and insure the entire Pine Glades Drive and tunnel; the roadway directly under our living and dining rooms are insured by each and every homeowner.**

**For a moment, put yourself in our position...would you like folks running, walking, bicycling, skateboarding, stroller-pushing, skiing and snow boarding and dogs roaming freely ON YOUR FRONT PORCH? Would you appreciate mounds and mounds of fresh dog excrement and urination ALL AROUND AND ON YOUR HOME STRUCTURES? Can you or anyone honestly say you'd find this acceptable?**

**There are many trails to get to and from Snow King; Pine Glades Drive is just not one of them. If one is heading to Snow King for *sport* and *exercise*, why is a *shortcut* needed through a private area?**

**Does Club at 3 Creek, Shooting Star, Gros Ventre North and the like offer public access on their private property? Is the Town and County trying to buy easements on those properties, like they are proposing for ours, or on the myriad of other deeded private properties? And does it make sense for the Town of Jackson**

**to use tax payer monies to purchase this particular easement to appease a handful of Pine Drive homeowners? Where does it all end.**

**Linda Damiano**

**Pine Glades Drive**

## Tyler Valentine

**From:** noreply@civicplus.com
**Sent:** Friday, May 22, 2020 12:15 PM
**To:** Town Council
**Subject:** David Lloyd Online Form Submittal: Email the Town Council

If you are having problems viewing this HTML email, click to view a Text version.

## Email the Town Council

Subject: Pine Glades Resident Concerns

Email Content:* Members of Town Council: The following is the content of a letter that I sent to Town Counsel on May 13 responding to her request for access to Pine Glades development for an appraiser. As noted in my email to Ms. Colasuonno, this was an accumulation of comments from various homeowners. I respectfully ask that this be made part of the record for you to consider at your upcoming meeting. Thank you for taking the time to review. Dear Lea, I am in receipt of the email dated the evening of May 12, 2020, forwarded to me from Erika Nash, wherein you are seeking permission for Andy Cornish, appraiser, to walk on Pine Glades Drive to assess what the TOJ would like to try and purchase from the HOA. As you know, I am a director of the HOA and am available to coordinate with Andy a mutually agreeable time this Friday, May 15, to access the property. Please ask him to contact me directly. That being said, before the Town undertakes the time and expense preparing an offer to purchase a pedestrian easement down our private road, I wanted to give you some of our thoughts in advance about such an offer being tendered in the first place: • Legitimate and Actual Safety Concerns: 1. We understand that there might be a proposal of a 6-8' wide painted 'pedestrian lane' on our roadway, to demark the location of the easement, which in turn leaves barely 5-7' for one- way vehicular traffic as the roadway is approximately 13' wide total. Adding a real barrier marking the road and easement is impossible as the full width is needed for vehicular traffic and use of garages. Common sense and our collective conscience dictates that this is dangerous proposal, meaning unsafe for all. 2. In the past there have been numerous accidents in the tunnel and, most recently, at least one near fatal collision involving an HOA board member's truck and a skateboarding teenager, and another involving a vehicle and a woman pushing a stroller. It is likely there are other incidents that we are unaware of given how tight the roadway is here. Even if the proposed easement stops at the top of the tunnel, we are concerned that skateboarders and cyclists will find the tunnel too tempting to pass up. 3. In the winter the effective width of Pine Glades Drive is even less due to snow and ice. Several of the townhouse buildings have second levels that overhang one lane of the road and the roofs shed snow and ice onto the road below. There simply isn't enough room to accommodate permanent, public, pedestrian/biking/pet traffic along the road. 4. There are more full-time homeowners living in Pine Glades now, even more when Phase 2 is completed, increasing traffic along Pine Glades Dr., and again adding pressure on the road. 5. Pine Glades Drive was never intended for, or designed for, combined pedestrian and vehicular traffic. It simply does not have enough room to be safe for both. Now, 13 years later after it has been approved and constructed, the Town wants to change how it is used, but we feel that this change will increase the danger we live with each day on Pine Glades Drive. It is possible that even if the TOJ accepts liability for accidents on the easement, because it is so easy to step over the line, literally, and be hurt in Pine Glades, the easement for the benefit of the public may necessitate increased insurance cost to all members to cover the liability umbrella policy that our underwriters will likely require. At present the HOA premium contemplates that the road and tunnel are private property. 6. Furthermore, the market units whose living rooms overhang the roadway may have to self-insure for liability. The paved blacktop area underneath the overhanging living rooms is within inches of each homeowner's front door, and is deeded to each homeowner and is not the property of the HOA. Any pedestrian walking, driving, riding their bicycles, or skateboarding under these overhangs is effectively entering our homes uninvited and is extremely dangerous in these narrow passageways with extremely limited sightlines. 7. Thus, the subject of safety on our narrow non-conforming dangerous roadway is clearly paramount for us. • We are concerned about homeowner / public safety and the preservation of our private property rights. For our homeowners, the issue is not monetary, but we fear being made out to be the bad guys here for not wanting to grant an easement we never sought to sell. 1. Pine Glades Drive is a non-conforming narrow roadway leading to an equally narrow and dangerous tunnel. In every public record or land use document on file with the Town,

the road and tunnel are both deemed private. These documents have been provided to consultants, lawyers, real estate agents and to each of our residents before they purchased their homes. Most recently, during due diligence for the present developer, many documents on file with the Town and stating that Pine Glades Drive is private property were provided to the developer. 2. Besides the initial cost of over $18 million to design and construct, the HOA (and its homeowners) has carried the financial burden of maintenance and insurance costs for HOA property. 3. Pine Glades Development has proceeded slowly over the past 13 years, with the last 5 of 23 homes just being completed between 2017 and 2020. Since approval of Pine Glades as a subdivision, there have been continual callous disregards to our private property and our homeowners by the neighboring residents. Gradually as Pine Glades has become populated with full time residents, the violations have become increasingly obvious and contentious. Their violations were brought to a head 2 years ago when one of our affordable homeowners and her dog were attacked by a Pine Drive resident's unleashed large dog, and then verbally abused. 4. And now, for the past 2 years, it has been the contention of several Pine Drive residents, that they were verbally promised access to and across our private road, and if we object to this argument, which was never codified into documents, Pine Glades HOA and homeowners are painted in a negative light. The alleged promise was made by Dave Taylor, the project manager for the original developer of the Pine Glades property Jeff Hussey – not even the actual developer and applicant. Our homeowners do not know, nor have they ever met Dave Taylor, who disappeared from the Town of Jackson over a decade ago, having failed to complete the subdivision. 5. There are numerous easements that exist on file and in writing including those that refer to a Snow King access trail, utility and maintenance, and a specific detailed easement granting Mr. DeFazio a driveway right of way over HOA property. This easement enables Mr. DeFazio access to Pine Drive from his "landlocked parcel". It is ironic that he and his neighbors, after denying our homeowners access to the same Pine Drive and forcing the issue of the gate to be added, now seek unfettered access to our private roadway and tunnel. 6. For these past 2 years, as the issue of privacy and access has been brought before the Town by them for deliberation, a vocal few Pine Drive neighbors have subjected the HOA members to character assassination, falsehood, slander, and exaggeration. The irony of the situation is that these same Pine Drive neighbors demanded and received, at the cost to the HOA, a west end gate and supporting structures to restrict the Pine Glades HOA residents access to the Town owned Pine Drive. Additionally, to further restrict access to Pine Drive, they demanded and received the construction of a tunnel at the east end. The same neighbors' assignation that the Pine Glades HOA is "Elitist" and in pursuit of an exclusive "Gated Community" is insulting on its face and the height of hypocrisy! 7. In addition, the former developer himself, Jeff Hussey, has written 2 letters to the Town of Jackson stating that Dave Taylor reported directly to him and that… "As the principal investor from inception and ultimately the primary developer of the Pine Glades Development, I'm compelled to remind this distribution that during the initial review and approval of the Pine Glades development, the neighbors on Pine Drive were adamant that no additional traffic pass in front of their houses even though Pine Drive is a town street. Their vitriolic opposition to any additional traffic forced me to spend $15,000,000 to construct a tunnel for Pine Glades residents to travel in the opposite direction. There was never any intention for the Pine Drive neighbors to have access to the private Pine Glades Drive and tunnel after it was built. Pine Glades is PRIVATE PROPERTY." 8. Thus far, the Pine Glades HOA's response to these continued affronts has been to be gracious and take the high road. The developer has spent many, many months in discussion with the Town's planning staff and the Planning Commission. We are pleased that the planning staff recommended approval and the Planning Commission voted 6-0 in favor of reinforcing our private property rights and of our compromise plan. We too would like to proceed and have the trails as proposed approved and built so we can go back to welcoming the public onto our private property, but just in the locations where we have willingly agreed to the same. After many, many months of research and deliberation, the Town Planning Department fully supports, and the Town Planning Committee voted a unanimous 6-0 vote on March 4, 2020 in favor of the Proposed Trail Plan and private property issue after the three formal meetings and deliberations. Both of these decisions were reached, we were told, after consult with the Town attorney's office. We just sincerely hope that our legal rights are not somehow diminished because of this neighbor fabricated controversy and effort to somehow appease just a few members of the public. Respectfully, David Lloyd HOA Board Member


| | |
|---|---|
| Your Name:* | David Lloyd |
| Your Company Name: | |
| Your Phone Number: | 781-752-6107 |
| Your Email Address:* | dglloyd2000@yahoo.com |

Your City: Jackson
Your State: WY
Your Zip Code: 83001

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.jacksonwy.gov/Admin/FormHistory.aspx?SID=1802

The following form was submitted via your website: Email the Town Council

Subject:: Pine Glades Resident Concerns

Email Content:: Members of Town Council:
The following is the content of a letter that I sent to Town Counsel on May 13 responding to her request for access to Pine Glades development for an appraiser. As noted in my email to Ms. Colasuonno, this was an accumulation of comments from various homeowners.
I respectfully ask that this be made part of the record for you to consider at your upcoming meeting. Thank you for taking the time to review.

Dear Lea,

I am in receipt of the email dated the evening of May 12, 2020, forwarded to me from Erika Nash, wherein you are seeking permission for Andy Cornish, appraiser, to walk on Pine Glades Drive to assess what the TOJ would like to try and purchase from the HOA. As you know, I am a director of the HOA and am available to coordinate with Andy a mutually agreeable time this Friday, May 15, to access the property. Please ask him to contact me directly.

That being said, before the Town undertakes the time and expense preparing an offer to purchase a pedestrian easement down our private road, I wanted to give you some of our thoughts in advance about such an offer being tendered in the first place:

• Legitimate and Actual Safety Concerns:
1. We understand that there might be a proposal of a 6-8' wide painted 'pedestrian lane' on our roadway, to demark the location of the easement, which in turn leaves barely 5-7' for one- way vehicular traffic as the roadway is approximately 13' wide total. Adding a real barrier marking the road and easement is impossible as the full width is needed for vehicular traffic and use of garages. Common sense and our collective conscience dictates that this is dangerous proposal, meaning unsafe for all.
2. In the past there have been numerous accidents in the tunnel and, most recently, at least one near fatal collision involving an HOA board member's truck and a skateboarding teenager, and another involving a vehicle and a woman pushing a stroller. It is likely there are other incidents that we are unaware of given how tight the roadway is here. Even if the proposed easement stops at the top of the tunnel, we are concerned that skateboarders and cyclists will find the tunnel too tempting to pass up.
3. In the winter the effective width of Pine Glades Drive is even less due to snow and ice. Several of the townhouse buildings have second levels that overhang one lane of the road and the roofs shed snow and ice onto the road below. There simply isn't enough room to accommodate permanent, public, pedestrian/biking/pet traffic along the road.
4. There are more full-time homeowners living in Pine Glades now, even more when Phase 2 is completed, increasing traffic along Pine Glades Dr., and again adding pressure on the road.
5. Pine Glades Drive was never intended for, or designed for, combined pedestrian and vehicular traffic. It

simply does not have enough room to be safe for both. Now, 13 years later after it has been approved and constructed, the Town wants to change how it is used, but we feel that this change will increase the danger we live with each day on Pine Glades Drive. It is possible that even if the TOJ accepts liability for accidents on the easement, because it is so easy to step over the line, literally, and be hurt in Pine Glades, the easement for the benefit of the public may necessitate increased insurance cost to all members to cover the liability umbrella policy that our underwriters will likely require. At present the HOA premium contemplates that the road and tunnel are private property.
6. Furthermore, the market units whose living rooms overhang the roadway may have to self-insure for liability. The paved blacktop area underneath the overhanging living rooms is within inches of each homeowner's front door, and is deeded to each homeowner and is not the property of the HOA. Any pedestrian walking, driving, riding their bicycles, or skateboarding under these overhangs is effectively entering our homes uninvited and is extremely dangerous in these narrow passageways with extremely limited sightlines.
7. Thus, the subject of safety on our narrow non-conforming dangerous roadway is clearly paramount for us.

• We are concerned about homeowner / public safety and the preservation of our private property rights. For our homeowners, the issue is not monetary, but we fear being made out to be the bad guys here for not wanting to grant an easement we never sought to sell.
1. Pine Glades Drive is a non-conforming narrow roadway leading to an equally narrow and dangerous tunnel. In every public record or land use document on file with the Town, the road and tunnel are both deemed private. These documents have been provided to consultants, lawyers, real estate agents and to each of our residents before they purchased their homes. Most recently, during due diligence for the present developer, many documents on file with the Town and stating that Pine Glades Drive is private property were provided to the developer.
2. Besides the initial cost of over $18 million to design and construct, the HOA (and its homeowners) has carried the financial burden of maintenance and insurance costs for HOA property.
3. Pine Glades Development has proceeded slowly over the past 13 years, with the last 5 of 23 homes just being completed between 2017 and 2020. Since approval of Pine Glades as a subdivision, there have been continual callous disregards to our private property and our homeowners by the neighboring residents. Gradually as Pine Glades has become populated with full time residents, the violations have become increasingly obvious and contentious. Their violations were brought to a head 2 years ago when one of our affordable homeowners and her dog were attacked by a Pine Drive resident's unleashed large dog, and then verbally abused.
4. And now, for the past 2 years, it has been the contention of several Pine Drive residents, that they were verbally promised access to and across our private road, and if we object to this argument, which was never codified into documents, Pine Glades HOA and homeowners are painted in a negative light. The alleged promise was made by Dave Taylor, the project manager for the original developer of the Pine Glades property Jeff Hussey – not even the actual developer and applicant. Our homeowners do not know, nor have they ever met Dave Taylor, who disappeared from the Town of Jackson over a decade ago, having failed to complete the subdivision.
5. There are numerous easements that exist on file and in writing including those that refer to a Snow King access trail, utility and maintenance, and a specific detailed easement granting Mr. DeFazio a driveway right of way over HOA property. This easement enables Mr. DeFazio access to Pine Drive from his "landlocked parcel". It is ironic that he and his neighbors, after denying our homeowners access to the same Pine Drive and forcing the issue of the gate to be added, now seek unfettered access to our private roadway and tunnel.
6. For these past 2 years, as the issue of privacy and access has been brought before the Town by them for deliberation, a vocal few Pine Drive neighbors have subjected the HOA members to character assassination, falsehood, slander, and exaggeration. The irony of the situation is that these same Pine Drive neighbors demanded and received, at the cost to the HOA, a west end gate and supporting structures to restrict the Pine Glades HOA residents access to the Town owned Pine Drive. Additionally, to further restrict access to Pine Drive, they demanded and received the construction of a tunnel at the east end. The same neighbors' assignation that the Pine Glades HOA is "Elitist" and in pursuit of an exclusive "Gated Community" is insulting on its face and the height of hypocrisy!

7. In addition, the former developer himself, Jeff Hussey, has written 2 letters to the Town of Jackson stating that Dave Taylor reported directly to him and that… "As the principal investor from inception and ultimately the primary developer of the Pine Glades Development, I'm compelled to remind this distribution that during the initial review and approval of the Pine Glades development, the neighbors on Pine Drive were adamant that no additional traffic pass in front of their houses even though Pine Drive is a town street. Their vitriolic opposition to any additional traffic forced me to spend $15,000,000 to construct a tunnel for Pine Glades residents to travel in the opposite direction. There was never any intention for the Pine Drive neighbors to have access to the private Pine Glades Drive and tunnel after it was built. Pine Glades is PRIVATE PROPERTY."
8. Thus far, the Pine Glades HOA's response to these continued affronts has been to be gracious and take the high road. The developer has spent many, many months in discussion with the Town's planning staff and the Planning Commission. We are pleased that the planning staff recommended approval and the Planning Commission voted 6-0 in favor of reinforcing our private property rights and of our compromise plan. We too would like to proceed and have the trails as proposed approved and built so we can go back to welcoming the public onto our private property, but just in the locations where we have willingly agreed to the same.

After many, many months of research and deliberation, the Town Planning Department fully supports, and the Town Planning Committee voted a unanimous 6-0 vote on March 4, 2020 in favor of the Proposed Trail Plan and private property issue after the three formal meetings and deliberations. Both of these decisions were reached, we were told, after consult with the Town attorney's office. We just sincerely hope that our legal rights are not somehow diminished because of this neighbor fabricated controversy and effort to somehow appease just a few members of the public.

Respectfully,

David Lloyd
HOA Board Member

Your Name:: David Lloyd

Your Company Name::

Your Phone Number:: 781-752-6107

Your Email Address:: dglloyd2000@yahoo.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

Additional Information:
Form submitted on: 5/22/2020 12:14:31 PM
Submitted from IP Address: 184.167.16.85

Referrer Page: No Referrer - Direct Link
Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=190

## Tyler Valentine

**From:** Tim Young <tim@wyopath.org>
**Sent:** Wednesday, May 27, 2020 5:15 PM
**To:** Town Council
**Subject:** Pine Glades Public Trail Access History
**Attachments:** Pine Glades comment 2007.doc; Pine Glades Development Agreement w Trail.pdf; Pine Glades Trail Invoice Final.pdf

Dear Mayor and Town Council,
I wanted to send this additional background information on the Pine Glades public trail access being discussed.

Back at the beginning of the plan to develop that steep forest hillside, I worked at Friends of Pathways, and in 2007 I reviewed the development plan and wrote a comment letter on Pine Glades proposed development, see the attached copy. At that time, the developer was clearly proposing to provide significant public access and to maintain the historic trail connections from the Pine Drive and Wister Dr., and they pledged to provide public access for walking and biking along the subdivision roads and sidewalks.

The developer's plan clearly called out all the public trail access being provided in notes on that plan, see the map PDF attached from the original 2007 plan. A quote from my 2007 comment letter (attached):

> "This project includes important access for recreational trails and public land access to the Greater Snow King Trails Network. I have reviewed the most recent trail proposal, and wish to commend the applicant for their willingness to include the public access for non-motorized uses, and for their flexibility to provide the most useful trail alignments."

Fast forward to 2010, the Pine Glades development was underway with units built, but impacted financially after the 2008-10 downturn. The developer had a performance bond with the Town to deliver a list of requirements for landscaping, other site issues, and to provide the reconnected public trails to Snow King and the Forest Service public land adjacent to the development. The Town of Jackson was going to call in the bond because the agreed items were not completed.

The developer wanted to rough in a low quality trail, call it good, and get out from the Bond requirement. The Town was concerned with this, it failed to meet the conditions approved and the public trail standards.

The staff report from that 2010 request is attached, and it does discuss the developers continued promise of public trails and public access on roads and sidewalks.

In 2010 we looked at the proposed trail location, and there were problems due to overly steep grades. The Forest Service (Linda Merigliano helped) had concerns about the realigned trails proposed, especially on the west end of Pine Glades, where a trail is shown that would have been impossible to construct - super steep stairs would have been needed. We went up with our Trail Crew and the FS and developed a better plan. Pine Glades developers at that time agreed with the trail changes, it was mutually better for trail users and Pine Glades.

To address the Town calling in their Bond for not getting the improvements done, Pine Glades contracted with Friends of Pathways to construct the Public Trail on the east side of Pine Glades, which is called Shade Monkey. It was about a $15,000 contract, and was constructed to a high standard sustainable design. That trail was fully envisioned to be a public trail, and that public access should continue to be open to public use.

The revised trail sketch is in the attached PDF with that staff report, that shows where the trail was build in 2011.

I hope this important public access is reopened and remains open in perpetuity. Today's developer and new owners need to respect those commitments made at the development approval. Maintaining public access to Snow King and the Forest trails should be a condition of approval on any request for changes from the subdivision or developer.

Thank you,
Tim

--
Tim Young
Executive Director
Wyoming Pathways
tim@wyopath.org
307-413-8464
www.wyopath.org
--

July 17, 2007
Via email as attachment shill@ci.jackson.wy.us

Town of Jackson
Planning and Building Department
Attn: Shawn W. Hill, Associate Planner
P.O. Box 1687
Jackson, WY 83001

*Subject: Item P07-076 Pine Glades Development, LLC*

Dear Shawn,

I have reviewed the Pine Glades Development application, and would like to offer the following comments of support from Friends of Pathways in regards to the trail and non-motorized access proposed.

Friends of Pathways is a private not-for-profit corporation which is an advocate for bicycling, walking, and trails, and as a partner of government agencies for projects of mutual interest. We work to enhance and connect the communities in and around Jackson Hole by promoting safe and convenient non-motorized transportation and recreation facilities and programs. Friends of Pathways, (FOP) was founded in 1994, and today has grown to over 1,100 members.

This project includes important access for recreational trails and public land access to the Greater Snow King Trails Network. I have reviewed the most recent trail proposal, and wish to commend the applicant for their willingness to include the public access for non-motorized uses, and for their flexibility to provide the most useful trail alignments.

Specifically, it is very helpful to see:

- The public easement on all sidewalks and roads for non-motorized use;
- The trail connection on the west side that will climb up to the "Sink or Swim" trail;
- The west-east trail above the homes that will contour to connect to the Snow King mountain trails, and the improved grades so the trails will not be so steep.

I believe these trails will serve both the future Pine Glades residents and the public at large for enhanced public land access. Please contact me if you or the Planning Commission has any questions on these comments at 733-4534.

Sincerely,

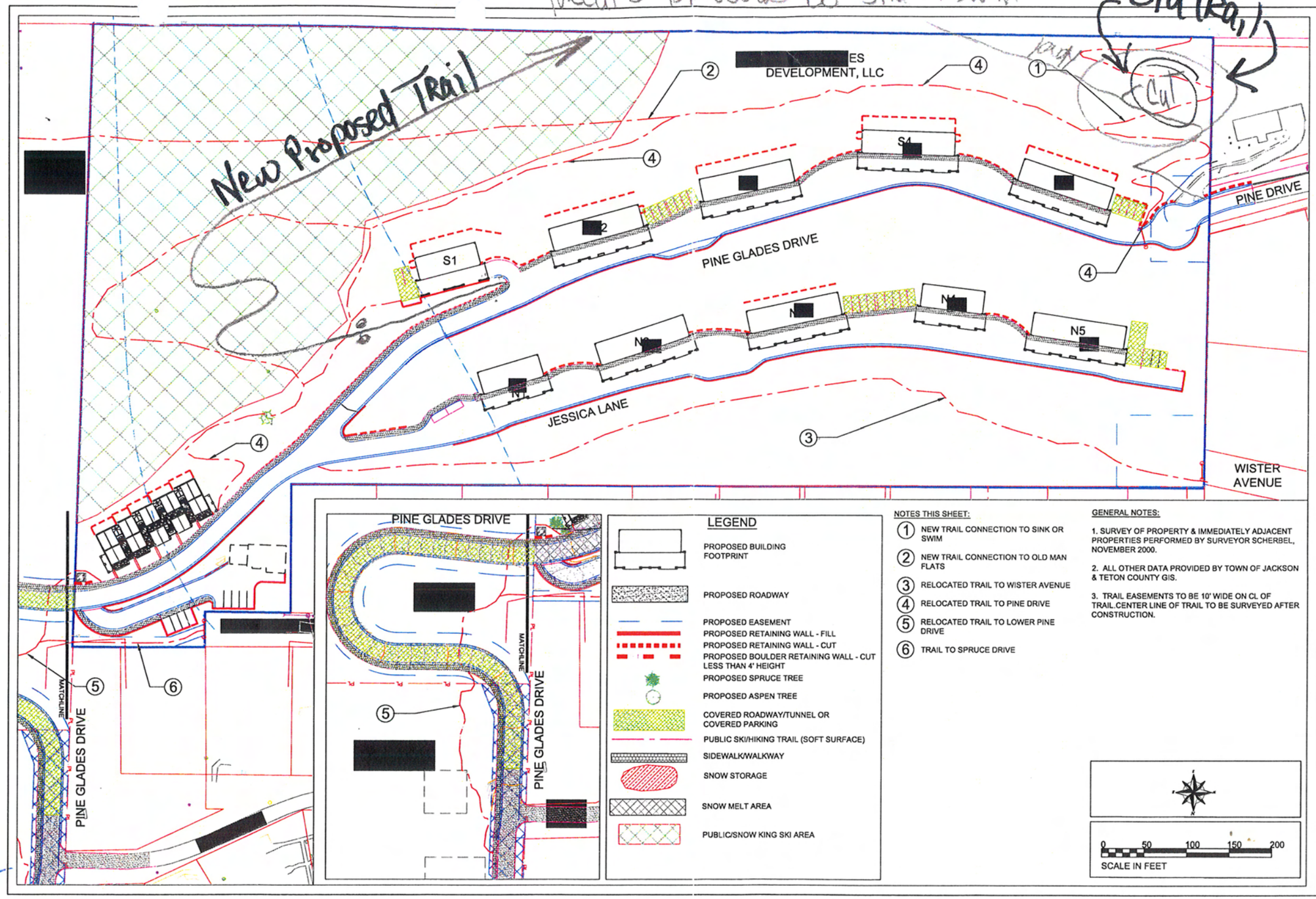
Tim Young, Executive Director

**P.O. Box 2062 ~ 335 South Millward Street ~ Jackson, WY 83001**
307.733.4534 ~ tim@friendsofpathways.org
**www.friendsofpathways.org**

Needs Fill work To Sink or Swim

Adam Scott
690-7007

Pine Glades




NOTES THIS SHEET:

1. NEW TRAIL CONNECTION TO SINK OR SWIM
2. NEW TRAIL CONNECTION TO OLD MAN FLATS
3. RELOCATED TRAIL TO WISTER AVENUE
4. RELOCATED TRAIL TO PINE DRIVE
5. RELOCATED TRAIL TO LOWER PINE DRIVE
6. TRAIL TO SPRUCE DRIVE

GENERAL NOTES:

1. SURVEY OF PROPERTY & IMMEDIATELY ADJACENT PROPERTIES PERFORMED BY SURVEYOR SCHERBEL, NOVEMBER 2000.
2. ALL OTHER DATA PROVIDED BY TOWN OF JACKSON & TETON COUNTY GIS.
3. TRAIL EASEMENTS TO BE 10' WIDE ON CL OF TRAIL.CENTER LINE OF TRAIL TO BE SURVEYED AFTER CONSTRUCTION.

Prepared By: JPH
Date: 10-08-07
Rev. Date: 11-07-07


RENDEZVOUS ENGINEERING, P.C.
P.O. BOX 4958 JACKSON, WYOMING 83001
25 SOUTH GROS VENTRE STREET
PHONE - 307.733.5292 FAX - 307.733.2334


DRAWING TITLE: PATHWAY & TRAIL MAP

PROJECT TITLE: PINE GLADES FINAL DEVELOPMENT PLAN

PROJECT NUMBER: 05-019

DRAWING NUMBER: WEB2

# TOWN OF JACKSON
# TOWN COUNCIL
## AGENDA DOCUMENTATION

**PREPARATION DATE:** JUNE 15, 2010
**MEETING DATE:** JUNE 21, 2010

**SUBMITTING DEPARTMENT:** PLANNING
**DEPARTMENT DIRECTOR:** TYLER SINCLAIR
**PRESENTER:** SHAWN W. HILL, ASSOCIATE PLANNER

**SUBJECT:** **ITEM P10-028:** A REQUEST FOR AN AMENDMENT TO A FINAL PLAT APPROVAL (SUBDIVISION IMPROVEMENT AGREEMENT) OF THE PINE GLADES TOWNHOMES PHASE ONE ADDITION TO THE TOWN OF JACKSON

**APPLICANT:** PINE GLADES DEVELOPMENT, LLC

**OWNER:** PINE GLADES DEVELOPMENT, LLC

**REPRESENTATIVE:** BRENDA WYLIE, WYLIE LAW FIRM

## STATEMENT/PURPOSE

The applicant is requesting an Amendment to the Final Plat for Pine Glades Townhomes Phase One Addition to the Town of Jackson with regard to Section 6140 Subdivision Improvement Agreement Contract and Guarantee. The subject property is located on 17.03 acres described as Pine Glades Townhomes Phase One Addition, and is addressed on Pine Glades Drive and Jessica Lane. This request seeks to modify the terms of the Subdivision Improvement Agreement (SIA) that was executed with the recordation of the Plat in February 2010. This item was continued from the May 24, 2010, regular meeting.

## APPLICABLE REGULATIONS

Section 6100 Final Plat.
Section 6140 Subdivision Improvements Agreement Contract and Guarantee

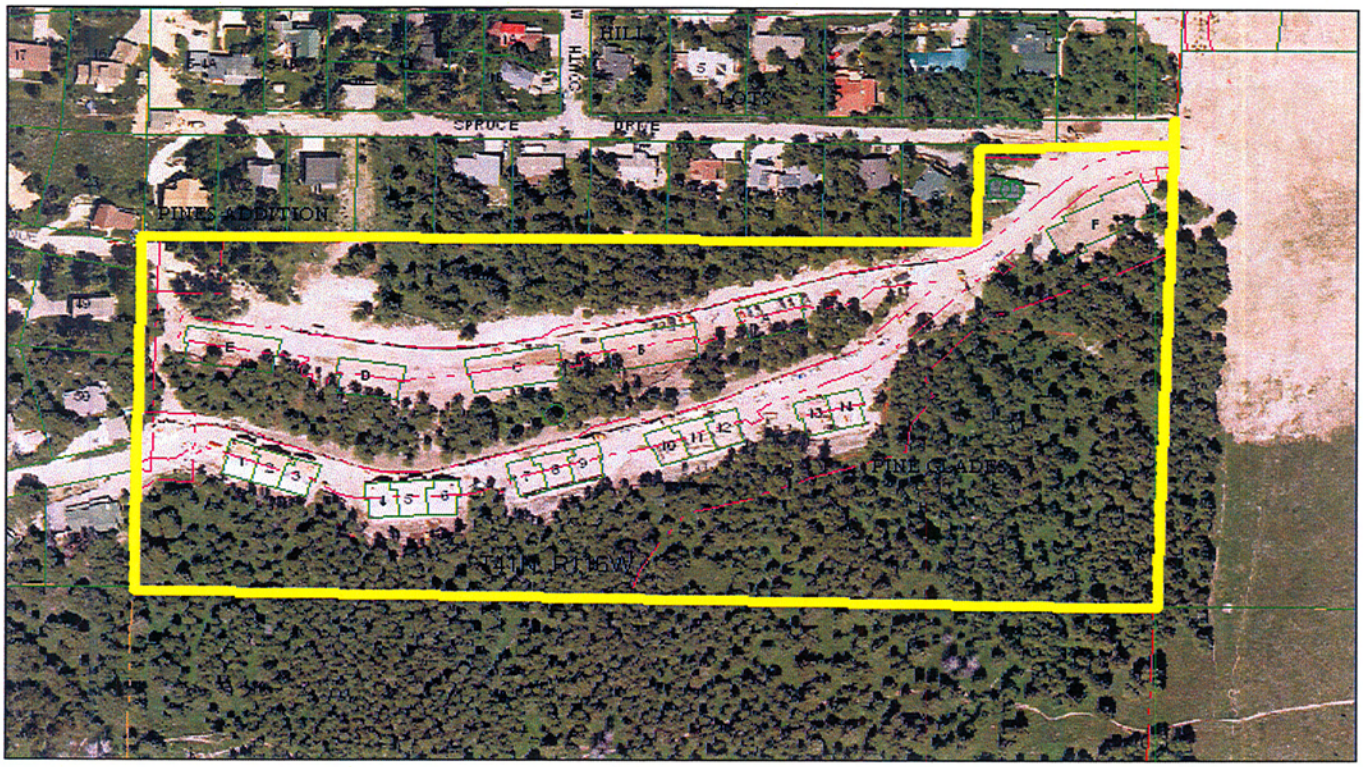
## BACKGROUND/ALTERNATIVES

A Final (Major) Development Plan for the 39-unit Pine Glades Development was approved in January 2008. Prior to the commencement of the site work within the FDP, a Development Agreement was executed that established the improvements necessary for the development, as well as a financial guarantee for their installation. The development was largely anticipated to be built at a steady pace over one phase; however, only eight (8) of the total 39 units have been developed (including two (2) affordable units in the refurbished duplex at 40 Spruce Drive), and the timeframe for the buildout of the entire project is uncertain. The platting of the first phase occurred with the recordation of the Pine Glades Townhomes Phase One Addition units in February 2010, and a Subdivision Improvement Agreement was executed at that time to supersede the 2008 Development Agreement. Most of the development infrastructure has been completed, including the access tunnel, utility tunnels, sewer lines, water lines, and the upgraded pump station at the end of Spruce Drive. As the total buildout of the project is likely to extend beyond the one-phase timeframe originally anticipated, the

applicant is now requesting approval for an amendment to the SIA approved with the plat, which would defer the installation of some infrastructure improvements until later this summer/fall and/or with the development of Phase II (which will occur at a date in the future yet to be determined).

## LOCATION

The property is currently described as the Pine Glades Townhomes Phase I Addition to the Town of Jackson and is addressed as 10-40 Spruce Drive. An aerial photo is shown on the following page:




## PROJECT DESCRIPTION

The applicant is seeking to defer some of the improvements in the current SIA until October 14, 2010, and others until the construction of Phase II units. Specifically, the applicant is seeking to amend Section 9 Time for Completion of the SIA, which currently requires all infrastructure and other site improvements to be completed prior to July 14, 2010. These items (which are listed in Attachment "A" of the proposed amendment) which would be subject to the proposed October 14th deadline, and include the following:

- Reconstruction of the South Cache Street and Pine Drive intersection at the base of the utility tunnel.
- Repairs to Pine Drive west of Cache Street.
- Repairs to Spruce Drive west of Millward Street (near the pump station that has been recently upgraded by the applicant).
- Construction of the pathway between the Pine Drive turnaround and the Sink-or-Swim trail.

The following improvements are proposed to occur in concert with the development of Phase II, otherwise known as the "Jessica Lane" units (and listed as Attachment "C" of the proposed amendment):

- The Pathways within the interior of the development.
- Site grading along Jessica Lane (mainly within the building pads of each townhome building)
- Stormwater systems along Jessica Lane
- Fire hydrants along Jessica Lane

The Town currently holds a letter of credit for these improvements, which would be extended to or after October 14, 2010, in order to guarantee the improvements listed in Attachment "A." Once these improvements are completed and accepted by the Town, the bond would be released and the items listed in Attachment "C" would then be re-bonded in a new Development Agreement to be executed before the acceptance of building permit applications for Phase II.

## STAFF ANALYSIS

Staff has no recommendation for the proposed amendment, and is requesting Council consider the request in light of the applicant's position and any public comment received.

## ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

Staff has no comment regarding the Council's Strategic Intent.

## ATTACHMENTS

Applicant Submittal
First Amendment to Subdivision Improvement Agreement

## FISCAL IMPACT

None identified.

## STAFF IMPACT

None identified.

## LEGAL REVIEW

Complete.

## RECOMMENDATIONS/ CONDITIONS OF APPROVAL

1. The Planning Director recommends the Council consider the proposed amendment and approve or deny it based on its acceptance of the applicant's position and after receiving public comment.

## SUGGESTED MOTION

I move to **approve** an amendment to the Subdivision Improvement Agreement for the Pine Glades Townhomes Phase One Addition to the Town of Jackson, pursuant to the requirements of Article VI Platting and Land Records and other applicable requirements of the Land Development Regulations and the departmental reviews attached to the Staff Report for Item P10-028.

***(Though Staff is not making a recommendation, all motions are made in the affirmative).***

PLANNING & BUILDING DEPARTMENT

June 24, 2010

Pine Glades Development, LLC
P.O. Box 642
Jackson, WY 83001

Re: Item P10-028
Final Plat Amendment - Pine Glades Townhomes Phase One Addition

Ladies and Gentlemen:

This letter is to confirm that on June 21, 2010, the Jackson Town Council voted to approve your request for an Amendment to the Final Plat for Pine Glades Townhomes Phase One Addition to the Town of Jackson regarding modifications to the Subdivision Improvement Agreement (SIA). Staff requests that you submit a signed copy of the SIA Amendment and any associated bond documentation prior to July 6, 2010, for review by Town staff.

Please feel free to contact me at 733-0440, ext. 1303 if you have any questions, and please let me know if there's anything I can do to assist with the finalization of this project.

Respectfully,

Shawn Hill, AICP
Associate Planner

SH:ad

pc: Brenda Wylie, Wylie Law Firm LLC

| | |
|---|---|
| RELEASED | |
| INDEXED | ✓ |
| ABSTRACTED | ✓ |
| SCANNED | ✓ |

# FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT

**Pine Glades**

PINE GLADES DEVELOPMENT, LLC, a Wyoming limited liability company (hereafter referred to as "Subdivider") and the TOWN OF JACKSON, a municipal corporation (hereafter referred to as the "Town") hereby execute this FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT (this "Amendment") as of this 8th day of July, 2010.

## RECITALS:

WHEREAS, the Subdivider and the Town executed that certain Subdivision Improvement Agreement recorded in the Office of the Teton County Clerk on February 9, 2010 in Book 750 of Photo at Pages 263 to 274 (the "SIA"), which burdens all of that certain real property specifically described on the Final Plat for Pine Glades Townhomes Phase One Addition to the Town of Jackson recorded on February 9, 2010 in the Office of the Teton County Clerk as Plat No. 1285 (the "Property");

WHEREAS, pursuant to the Final Development Plan and the SIA, the Town required that the Subdivider deliver to the Town a bond in the amount of 125% of the estimated cost to complete the required on-site and off-site improvements;

WHEREAS, the Town required the off-site improvements to be completed by the Subdivider as set forth in the Final Development Plan to mitigate the impact of the development of the future townhome phases within the Property along Jessica Lane;

WHEREAS, the Subdivider does not anticipate pursuing the development of the future townhome phases within the Property along Jessica Lane in the near future;

WHEREAS, the off-site improvements have not been completed by Subdivider as of the date hereof and the bond for the required on-site and off-site improvements expires on July 14, 2010;

WHEREAS, the Town has agreed to extend the foregoing July 14, 2010 completion deadline for those off-site improvements described on Attachment "A" to October 14, 2010 subject to the terms and conditions set forth herein;

WHEREAS, the Town has agreed to release to Subdivider those outstanding bond amounts allocated to those improvements set forth on Attachment "C" subject to the terms and conditions set forth herein, including but not limited to, the condition that prior to the Town accepting a building permit application from Subdivider for the development of any future phases of townhomes within the Property along Jessica Lane, the Town will require that a Development Agreement be negotiated and executed by the Town and the Subdivider and that the Subdivider deliver to the Town a new bond for the off-site improvements;

WHEREAS, Section 17 of the SIA states that all modifications of the terms of the SIA shall be invalid unless such modifications are in writing and executed with the same formality as the SIA; and

WHEREAS, pursuant to the requirement of Section 17 of the SIA, Subdivider and the Town desire to modify the SIA in writing pursuant to the terms and conditions set forth herein and have obtained the approval of the Town Council for such modification on June 21, 2010.

GRANTOR: PINE GLADES DEVELOPMENT LLC ET AL
GRANTEE: PINE GLADES DEVELOPMENT LLC ET AL
Doc 0777906 bk 761 pg 340-347 Filed At 15:10 ON 07/26/10
Sherry L. Daigle Teton County Clerk fees: 41.00
By Michele Fairhurst Deputy

## DECLARATIONS:

**NOW THEREFORE**, for and in consideration of the foregoing recitals and the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties hereto, the Subdivider on its own behalf, or any successor in interest or assign, and the Town do mutually hereby covenant and agree, as follows:

1. **Section 9. TIME FOR COMPLETION.** Section 9 of the SIA is hereby deleted in its entirety and the following Section 9 is hereby inserted in lieu thereof:

   *Section 9. TIME FOR COMPLETION:*

   *(a) Subdivider agrees to install all improvements set forth on **Attachment "A"** on or before October 14, 2010, unless said time upon written request of Subdivider made to the Town Engineer of the Town is extended by the Town, which extension shall not be unreasonably withheld.*

   *(b) No certificates of occupancy shall be granted for any Phase One building until all the improvements, dedications and warranties listed on **Attachment "B"** have been completed and approved by the Town.*

   *(c) The Town shall not accept a building permit application for any future townhome phases within the Property along Jessica Lane until Subdivider and the Town have negotiated and executed a new Development Agreement for those outstanding improvements required by the Final Development Plan as set forth on **Attachment "C"** and until the Subdivider has delivered to the Town a bond in the amount of 125% of the estimated costs to complete such off-site improvements, such estimated costs to be re-evaluated and approved by the Town at such time.*

2. **Attachment "A" .** The original Attachment "A" is hereby deleted in its entirety and the Attachment "A" attached hereto and incorporated herein shall be inserted in lieu thereof.

3. **Attachment "C". Attachment "C"**, attached hereto and incorporated herein, shall hereby be inserted as **Attachment "C"** to the SIA.

4. Except as expressly amended by this Amendment, the SIA is and remains in full force and effect, unchanged. Capitalized terms not defined herein shall be construed in accordance with their definitions set forth in the SIA. References to section numbers refer to section numbers contained in the SIA, unless otherwise expressly delineated to the contrary. This SIA may be executed in counterparts.

**IN WITNESS WHEREOF**, the Subdivider and the Town have executed this instrument on the 8th day of July, 2010.

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

Mark Barron, Mayor

ATTEST:

Roxanne Deyries Robinson, Town Clerk

APPROVED AS TO FORM:

Town Attorney

CONTENTS:

Town Engineer

Planning Director

STATE OF WYOMING )
)ss.
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Audrey Cohen-Davis as Town Attorney of the Town of Jackson this 22nd day of July, 2010.

Witness my hand and official seal.

Notary Public

My commission Expires:
1-22-11

KELLY BOWLIN - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires Jan. 22, 2011

STATE OF WYOMING )
)ss.
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Shawn P. O'Malley as Town Engineer of the Town of Jackson this 21st day of July, 2010.

Witness my hand and official seal.

KELLY BOWLIN - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires Jan. 22, 2011

Notary Public

My commission Expires:
1-22-11

STATE OF WYOMING )
)ss.
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Tyler Sinclair as Planning Director of the Town of Jackson this 22nd day of July 2010.

Witness my hand and official seal.

Kelly Bowlin
Notary Public

My commission Expires:

1-22-11

KELLY BOWLIN - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires Jan. 22, 2011

**Pine Glades Development, LLC,**
**a Wyoming limited liability company**

By: Fluid Capital, LLC,
a Washington limited liability company,
its Manager

By: _____
Jeffrey S. Hussey, its Manager

STATE OF Wyoming )
) ss.
COUNTY OF Teton )

The foregoing instrument was acknowledged before me by Jeffrey S. Hussey, as Manager of Fluid Capital, LLC, a Washington limited liability company, as Manager of Pine Glades Development, LLC, a Wyoming limited liability company, this 8 day of July, 2010.

Witness my hand and official seal.

_____
Notary Public
My commission expires:

LIZ JORGENSON - NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES NOVEMBER 9, 2012

# Attachment "A"

The following costs are being provided as an estimate of the total remaining work for the Pine Glades Development. Please note that the total bond amount indicated can be used for the completion of any portion of work not completed and accepted by the Town.

## South Cache Streetscape Improvements (Pine Glades Development)

| Item | Quantity | Unit Measurement | Price | Cost |
|---|---|---|---|---|
| Concrete Curb & Gutter | 814 | LF | $55.00 | $44,770.00 |
| Concrete Valley Gutter | 180 | SF | $20.00 | $3,600.00 |
| Concrete Sidewalk | 2150 | SF | $12.00 | $25,800.00 |
| Retaining Wall | 160 | LF | $70.00 | $11,200.00 |
| 12-inch PVC Pipe | 89 | LF | $85.00 | $7,565.00 |
| Storm Manhole | 2 | EA | $3,500.00 | $7,000.00 |
| Storm Catch Basin | 3 | EA | $4,500.00 | $13,500.00 |
| Connection to Existing Storm Drain | 3 | EA | $1,750.00 | $5,250.00 |
| Crush Gravel Base | 380 | TON | $40.00 | $15,200.00 |
| Bituminous Concrete Pavement | 185 | TON | $135.00 | $24,975.00 |
| Landscaping & Pavers | 1 | LS | $20,000.00 | $20,000.00 |
| TOTAL | | | | ***$178,860.00*** |

## Pine Drive West of Cache (Road Repairs)

| Item | Quantity | Unit Measurement | Price | Cost |
|---|---|---|---|---|
| Crush Gravel Base | 285 | TON | $40.00 | $11,400.00 |
| Bituminous Concrete Pavement | 145 | TON | $135.00 | $19,575.00 |
| TOTAL | | | | ***$30,975.00*** |

## Spruce Drive West of Millward (Road Repairs)

| Item | Quantity | Unit Measurement | Price | Cost |
|---|---|---|---|---|
| Crush Gravel Base (including Stormwater Easement Tree Planting) | 325 | TON | $40.00 | $13,000.00 |
| Bituminous Concrete Pavement | 165 | TON | $135.00 | $22,275.00 |
| TOTAL | | | | ***$35,275.00*** |

## Pathway (Connection to Sink or Swim from Upper Portion of Project)

| Item | Quantity | Unit Measurement | Price | Cost |
|---|---|---|---|---|
| Pathway | 1,500 | LF | $4.00 | $6,000.00 |
| TOTAL | | | | **$6,000.00** |

**Utility Tunnel** $40,000.00

**Bond Total x 1.25** **$363,887.50**

# Attachment "B"

The following will be completed prior to the Town granting occupancy for Pine Glads Phase One buildings.

| Item |
| --- |
| Complete Grading, slopes and drainage swales behind buildings |
| Engineering approval of all retaining walls and slopes above four feet in height will be provided |
| The completion of installation of glycol fire suppression lines within each duplex or triplex building. |

# Attachment "C"

## Pathway (outstanding portions of pathways, including upper portion)

| Item | Quantity | Unit Measurement | Price | Cost |
|---|---|---|---|---|
| Pathway | 2,700 | LF | $4.00 | $10,800.00 |
| TOTAL | | | | **$10,800.00** |

| | |
|---|---|
| **Site Grading** | $30,000.00 |
| **Storm system (Lower Road)** | $10,000.00 |
| **Fire Hydrants (Lower Road)(Applicant will be required to re-bond for 3 fire hydrants)** | $9,000.00 |
| **Bond** | |
| **Bond Total x 1.25** | **$74,750.00** |

# IRREVOCABLE LETTER OF CREDIT

**Borrower:** Pine Glades Development, LLC, a Wyoming limited liability company
P.O. Box 11870
Jackson, WY 83002

**Lender:** Bank of Jackson Hole
Main Branch
990 West Broadway; P.O. Box 7000
Jackson, WY 83002

**Beneficiary:** Town of Jackson/Attention Shawn O'Malley, Town Engineer Assistant Public Works Director
P.O. Box 1687
Jackson, WY 83001

**NO.: 122808-4** (Renewal of existing Letter of Credit)

**EXPIRATION DATE.** This letter of credit shall expire upon the close of business on 07-11-2011 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

**AMOUNT OF CREDIT.** Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Five Hundred Three Thousand Eight Hundred Seventy-five & 00/100 Dollars ($503,875.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

**DRAFT TERMS AND CONDITIONS.** Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

**USE RESTRICTIONS.** All drafts must be marked "DRAWN UNDER Bank of Jackson Hole IRREVOCABLE LETTER OF CREDIT NO. 122808-4 DATED 07-06-2010," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

**PERMITTED TRANSFEREES.** The right to draw under this Letter of Credit shall be nontransferable, except for:

A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and

B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

**TRANSFEREES REQUIRED DOCUMENTS.** When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

**COMPLIANCE BURDEN.** Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

**NON-SEVERABILITY.** If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

**GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wyoming without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Wyoming.**

**EXPIRATION.** Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: July 6, 2010

**LENDER:**

**BANK OF JACKSON HOLE**

By: _____
David W. Perino, Executive Vice President

**BORROWER:**

**PINE GLADES DEVELOPMENT, LLC, A WYOMING LIMITED LIABILITY COMPANY**

**FLUID CAPITAL, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, Manager of Pine Glades Developmer LLC, a Wyoming limited liability company**

By: _____
Jeffrey S. Hussey, Member of Fluid Capital, LLC, a Washington limited liability company

**ENDORSEMENT OF DRAFTS DRAWN:**

| Date | Negotiated By | Amount In Words | Amount In Figures |
|---|---|---|---|

LASER PRO Lending, Ver. 5.51.00.002 Copr. Harland Financial Solutions, Inc. 1997, 2010. All Rights Reserved. - WY H:\HARLAND\CFI\LPL\C43LOC.FC TR-1706 PR-12

**To:**
Pine Glades Development LLC
PO Box 642
Jackson, WY 83001

**Date:**
August 18, 2011

# STATEMENT AND INVOICE

**Project: Pine Glades Trail connection to Forest Service Sink or Swim Trail**

| Description | Amount |
|---|---|
| Construction of complete trail connection from upper Pine Glades Road to reconnect with Sink or Swim Trail on the BTNF, as conditioned in the Town of Jackson approval and subsequent modifications approved by the Town of Jackson.<br><br>Includes all clean up work, and one trail information kiosk installed. | $15,000.00 |
| Less Down Payment received, JH Builders Inc. check #1990, date 6/23/11 | -$7,590.00 |
| | |
| **Net Total Amount Due** | **$7,410.00** |

**P.O. Box 2062 Jackson, WY 83001**
**307.733.4534 ~ www.friendsofpathways.org ~ tim@friendsofpathways.org**

Dear Madam and Sirs,

As concerned citizens, as good faith property owners in the Pine Glades subdivision and as residents of the Town of Jackson, we want to go on record with regard to the issues on the Application for Amendment of the Pine Glades Development Plan, item P19-262. We respectfully file these comments and appreciate the efforts by all members of the Town Planning staff and Commission to address these issues.

1. Overview of Support for Application: We want to be very clear that we, the undersigned homeowners of Pine Glades, support all three of the provisions in the application for Amendment. Given the broad acceptance of two of the items regarding a heated street and the stone additions to the new units, we will focus our discussion on the Application relating to the proposed hiking trails.

A. Overall Position of Undersigned Homeowners: To be 100% clear, while the trails are not perfect for homeowners in Pine Glades development, it is a compromise that is supported by all the undersigned homeowners living on Pine Glades Drive. We believe that substantial effort and cost has and will go into the development of the trails as proposed in the application to the benefit of all residents of Jackson who chose to avail themselves of this opportunity.

B. Trail design: The trail design accomplishes many objectives. It provides ways to access Snow King Mountain. The trails come in close proximity to the homes within the development but are mostly reasonable compromises. The western-most trail is steep as Snow King Mountain is steep. It is not unreasonably so, and in many ways, seems to mirror the steepness of other portions of trails on Snow King. Of course, it will have snow during most winter seasons. Most trails have snow in the winter. This will be no exception and should be well known by residents of Jackson. While most residents believe the proposed trails are a reasonable compromise, however, with regard to the proposed north hiking trail, it does come very close to two condominium units. We would support other viable options to the proposed north hiking trail that eliminates these proximity concerns and understand that the applicant may have already come up with an option to address this matter. In short, the trail design is not perfect from the perspective of the development homeowners but it is demonstrably a very reasonable compromise if the proposed north hiking trail can be modified to effectively address these proximity concerns.

C. Broad Public Easement to Pine Glades Drive: We note at the outset that much of the public comments only tangentially discussed the trail compromise being proposed in the application. Rather, the focus of most commenters opposed to the Application simply turned to the issue of unfettered access to the improved parts of Pine Glades Drive and the private land on Pine Glades. The record should be clear that this, while related, is a very different issue than the question of whether the trail meets the developer's written obligations and is a reasonable compromise to provide trail access. There was never any assumption that the ONLY trail design was one which gives unfettered access to the now improved, paved, snow plowed, well lit from dusk to dawn year round and a well maintained Pine Glades Drive (all of which is paid solely by Pine Glades property owners). Nonetheless, we the homeowners feel the need to address this issue even though it is NOT, nor should it be, part of the consideration for P19-262.

2. Public Record: With regard to unfettered access through a new, previously undocumented public easement through the Pine Glades development, the fact is that the only record of making this public was oral comments in 2007 timeframe. These oral comments were made by the original developer which were NEVER to our knowledge repeated, codified, recorded or confirmed in writing, acted upon in negotiation with the developer, or in any other way materialized to be added to the public records for the Town of Jackson or Teton County. This is a simple fact which, however unfortunate, all the parties must accept. At this very late date, it would be a VERY material change some thirteen years after oral conversations to impose an entirely new right easement for access onto the Pine Glades development and over the land of the good faith purchasers of property. We could go into much greater discussion of the absence of any public access easement but the planning and zoning staff understands this issue in great detail.

3. Practical and design considerations: In addition to the absence of public record supporting public access, there are strong reasons why public access is simply not feasible EVEN had it been authorized:

A. Safety. The project design obviously was not built with the idea of full public use given homeowner’s safety. The overhang means that owners are stepping into a canopy road, or active bike, automobile, motorcycle, skateboard path when they step right outside their front door. There is demonstrated "adolescent" (of all ages) uses of the

pillars on our homes as a make-shift bike and skateboard slalom courses that endangers both the participant and the homeowners.

B. Liability: As private land, there is a presumption of culpability if someone is injured or killed on our property. Will the City grant the Pine Glades residents a complete indemnifications of attorney's fees, court costs, and damages as a result of injuries incurred on the development? Of course it will not. Might people use theories of architectural design, attractive nuisance, negligence in maintenance and the panoply of other arguments to find liability of the home owners? Of course they will if someone is injured or killed. It is not reasonable, years after all conditions were duly negotiated and agreed upon, and the design of the homes approved, and the written assurances that it would be PRIVATE, to impose this huge new liability on private property owners. Other private property owners, including those on the large lots on prominent neighborhoods with sizeable buffer zones between their homes and the road, have the unfettered ability to keep trespassers off their property thereby limiting liability. We have had and should continue to have the same right.

C. Quiet enjoyment of private property: A fundamental tenet of private property is the right to enjoy the property with unnecessary noise. The area must be kept private as the approved design of the units is such that people can stand directly underneath our balconies and under our living rooms. If unfettered public access is permitted, this can and will continue to happen at all hours of the day and night. Unlike some neighbors on other neighboring properties, we have no offsets or buffer on our property. The large lots do not have this concern given the distance from the public road. There is no ability to cure this issue for the existing good faith purchasers in the Pine Glades development.

D. Issues of failure to curb pets: There is a known history and well documented pet abuses that occur. Of course, most pet owners are conscientious about managing their pets, but the ones that are not have made an impact on the residents of Pine Glades.

4. Alleged Developer Transgressions: A number of the commenters outside of our community seemed to focus on alleged transgressions (e.g., topping of some trees, unauthorized landscaping, etc.) by the current owner of the development. We are, however, homeowners in the development, and are good faith purchasers of our homes. We are not the developer nor do we share in his potential rewards or financial exposure. If the developer has taken inappropriate actions, the City

has remedies which they can impose upon him WITHOUT unnecessarily penalizing good faith purchasers who wish to live in harmony under the terms and condition in effect when they purchased their homes.

5. Alleged "Elitism": In addition, a number of the external public comments appear to irrationally and inappropriately accuse the residents of the Pine Glades development of elitism. We are of course offended. We can only surmise that such offensive accusations are made based on frustrations largely born from the fundamental weakness of opponents position (total lack of documentation, good faith homeowner purchaser property rights, etc.) to achieve access to our property.

6. Alleged Recriminations of "un-Jackson like" behavior by Pine Glades residents: There is a huge irony in one of the commenters largely chastising the owners in Pine Glades for effectively not giving to others that which we have paid for (i.e., access to our private property). She does this while simultaneously chastising the Pine Glades home owners for not embodying the "spirit of Jackson." We are again offended by such recriminations when we only seek that which other private property owners have in Jackson (i.e., the ability to enjoy their private property). This person demanded that the zoning and planning commission to (paraphrasing) "just use the leverage that the City has and deny everything (without regard to ANY merit on the other two conditions) and make them give us what we want. Don't be a foolish City, just demand it!" So, this is the type of behavior she would have the City of Jackson adopt and be known for? To have <u>no</u> regard for the written, long established public record of negotiations, written reports, permits granted? No regard for good faith purchasers when you have "leverage" and can change the terms of the long standing public record? <u>No</u> regard for the property rights of bona fide good faith purchasers? The great irony of course is that this is NOT what Jackson stands for nor should it ever stand for.

7. Eminent Domain: The City and County of course enjoy the option of appropriating land under eminent domain for appropriate public uses consistent with the Wyoming Constitution and implementing laws and regulations. This of course is an entirely different proceeding than the present one and involves appropriate compensation for such taking of private property. While we see no such need given the developers proposed trail system and access it will provide, we the homeowners in the Pine Glades development will be obligated to have such discussions with the City under the rules and regulations that govern such

matters. We strongly believe however that it should not come to this given the detailed written record and the reasonable trail proposal in the application of the developer.

Thank you for the ongoing efforts and for our ability to respectfully submit our views. We are happy to provide such additional comments as the planning and zoning commission may request.

Respectfully,

Pine Glades Undersigned Homeowners:

| | |
|---|---|
| Alex Good & Darrylynn Kaun | 260 Pine Glades Dr., Jackson, WY |
| James & Lucy Wong | 242 Pine Glades Dr., Jackson, WY |
| Charles & Tory Nagle | 160 Pine Glades Dr., Jackson, WY |
| Linda Damiano | 164 Pine Glades Dr., Jackson, WY |
| Tony Hartl | 262 Pine Glades Dr., Jackson, WY |
| Susan Oremus | 224 Pine Glades Dr., Jackson, WY |
| Bryan Shannon Mills | 220 Pine Glades Dr., Jackson, WY |
| Doug & Paige Lee Schrier | 240 Pine Glades Dr., Jackson, WY |
| Bill & Stephanie Binch | 244 Pine Glades Dr., Jackson, WY |
| Jeff Hussey | 220 Pine Glades Dr., Jackson, WY |

PLANNING & BUILDING DEPARTMENT

June 1, 2020

John Tozzi
PO Box 4741
Jackson, WY 83001

**RE: TREE TOPPING MITIGATION**

Dear Mr. Tozzi:

The purpose of this letter is to serve as a formal response to your Mitigation Agreement letter dated May 4, 2020. The following list shall serve as the terms of the agreement for mitigating the trees that were topped:

1. Staff observed that 15 trees total were topped in two locations thus the 2:1 replacement plan shall include 30 new Blue Spruce trees no less than 12 feet tall and no taller than 15 feet tall.
2. Irrigation shall be installed for all new trees.
3. Measured from the trunk, each new tree shall be spaced a minimum of 8 feet from another tree.
4. The installation shall be accomplished with the least amount of ground disturbance possible while preserving existing trees.
5. The location of new trees shall be according to the attached exhibits.
6. The cost estimate provided was for twenty (20), 15-foot tall Spruce trees. Since 30 trees are required, staff estimates that the digging holes cost will increase from $7,000.00 to $10,500.00 and the Spruce tree cost will increase from $10,282.00 to $15,420.00. The total bond amount shall be 125% of $32,130.00 totaling **$40,162.50**. The Town will accept a cashier's check, surety bond or letter of credit. The bond shall be submitted to the Town Planning Department by no later than June 15, 2020. Within 20 days after the Town has satisfactorily inspected the work, the bond shall be released.
7. No topped trees shall be removed from the site.
8. All trees shall be installed and inspected by no later than September 1, 2020. Failure to meet this requirement will result in further enforcement action which may lead to administrative fines up to $750 per day per violation.

If you have any questions regarding this matter, please feel free to call me at (307) 733-0440, extension 1305 or email at tvalentine@jacksonwy.gov. Thank you in advance for your prompt response in this matter.

Sincerely,

Tyler Valentine
Senior Planner

Jessica Ln
Area #1 - 6 trees
Area #2 - 5 trees
Area #3 - 6 trees
Area #4 - 8 trees
Pine Glades Dr

Area #5 - 2 trees
Area #6 - 3 trees
Pine Glades Dr
224
222
220
244
242
240

# MITIGATION AGREEMENT
# PINE GLADES PUD
## May 4, 2020

WHEREAS, Pine Glades PUD is an approved planned unit development in the Town of Jackson and Phase 1 of this PUD is complete except for the final approval and the issuance of a certificate of occupancy for the last duplex structure located at 140 and 142 Pine Glades Drive.

WHEREAS, the Pine Glades PUD also contains an undeveloped Phase 2 containing 13 additional market-rate townhouse dwelling units.

WHEREAS, Pine Canyon LLC is the owner and developer of the remaining unbuilt development rights in the Pine Glades PUD, including the above mentioned duplex in Phase 1 and the 13 unbuilt Phase 2 townhouse dwelling units.

WHEREAS, Pine Canyon LLC desires to assure the Town of Jackson Planning Director that certain mitigation actions will be accomplished within a certain timeframe.

NOW THEREFORE, the following mitigation actions and timeframes are agreed to by Pine Canyon LLC hereto as follows:

**Tree Mitigation**

1. Pine Canyon LLC will plant a minimum of twenty (20) mature spruce trees, at least 15 feet tall, as tree mitigation for certain long overdue trimming that occurred in front of the above described Phase 1 townhouses.
2. The attached photographs show the poor health of the trimmed trees.
3. The newly planted spruce trees will be strategically located behind, in front of, or in the immediate vicinity of the specific recently cut and trimmed trees, for the purpose of restoring and improving visual screening in and around the duplex.
4. The newly planted trees will be located within the circled areas shown on the attached plan.
5. The installation of the mitigation trees will be accomplished with the least amount of ground disturbance possible while preserving existing trees.
6. The 20 new trees will be planted no later than June 30, 2020, weather permitting.
7. The attached price list from Meyers/Odette & Associates, dated April 24, 2020, defines the cost of the trees and labor for installation to be $21,032.
8. Upon the execution of this Agreement, if requested to do so, Pine Canyon LLC will post a financial surety in a form acceptable to the Director in an amount of 125% of this cost.
9. Within 20 days after the 20 new trees are planted, and upon the request of Pine Canyon LLC, the Director shall cause to be returned to Pine Canyon LLC the entire surety in the amount of 125% of the cost of 20 new trees.

10. If Pine Canyon fails to plant 20 new spruce trees by September 30, 2020, the Director may cause any unplanted number of trees to be planted; thereafter returning any unused portion of the surety bond to Pine Canyon.

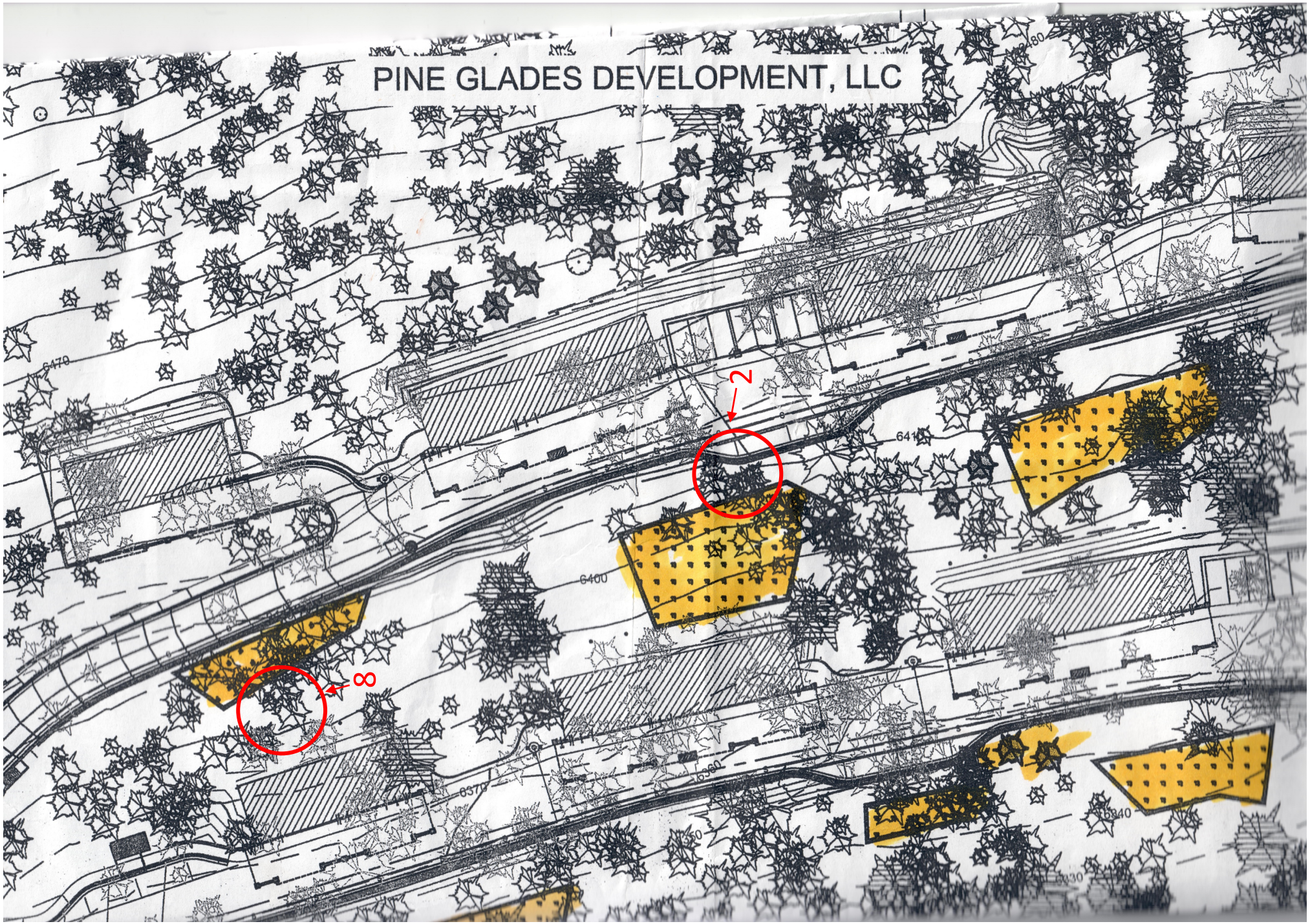
**Fire Hydrant Color**

11. Initially, Pine Canyon LLC was informed by a Town official that fire hydrants in the subdivision on private drives could be any color, resulting in the hydrants being painted green. However, more recently, Town officials have requested that the hydrants be changed to red.
12. Pine Canyon repainted fire hydrants red in compliance with the revised instructions from the town, at the cost of $2,460.

These above stated actions pertaining the tree mitigation are agreed to by Pine Canyon LLC.

John Tozzi
Pine Canyon LLC

# PINE GLADES DEVELOPMENT, LLC



# Meyers/Odette and Associates, Inc.

*PO Box 267 Moose,*

*Wyoming 83012*

*cell - 307.690.9547*

| | |
|---|---|
| **Date** | **April 24th, 2020.** |
| | |
| **Billed to Company Name:** | **Pine Canyon LLC - John Tozzi PO Box 4741 Jackson Wyoming 83001-4741** |
| **Address** | **Pine Glades Drive** |
| **City, State Zip Code:** | **Jackson Wyoming 83001** |

| Description | Quantity | Unit Price | Cost |
|---|---|---|---|
| Digging the holes for Spruce trees. | 20 | $350.00 | $7,000.00 |
| 20 - 15' tall Spruce Trees from Planet Spruce. Price Includes Sales Tax and Delivery. | 20 | $514.10 | $10,282.00 |
| Drip Irrigation and connection to existing system. | 1 | $2,500.00 | $2,500.00 |
| 2 Days Boomlift Rental and Delivery. | 1 | $1,250.00 | $1,250.00 |
| ***Sub Total*** | | **$21,032.00** | |
| | | | |
| Paint 5 Fire Hydrants (Fire Hydrant Red per Public Works Department). Includes paint and labor. | 5 | $492.00 | $2,460.00 |
| ***Sub Total*** | | **$2,460.00** | |
| | | | |
| ***Weather permitting fire hydrant painting will be completed by May 3rd, 2020 and tree planting by June 30th, 2020.*** | | | |
| | | | |

***Thank You For Your Business!***

***Total*** ***$23,492.00***

270 West Pearl, Suite 103
P. O. Box 3070
Jackson, WY 83001
307.734.1908
307.733.3752 (fax)
WWW.LRW-LAW.COM

LONG REIMER WINEGAR
LONG | REIMER | WINEGAR | BEPPLER LLP

ERIKA M. NASH
PARTNER

ADMITTED IN WY
enash@lrw-law.com

WITH ATTORNEYS ADMITTED IN
WY CO UT CA ID MT NE ND AZ & WA

June 11, 2020

Town of Jackson
Planning & Building Department
Attn: Paul Anthony, Planning Director
P.O. Box 1687
Jackson, WY 83001

***Via Email:*** panthony@jacksonwy.gov

Town of Jackson
Lea M. Colasuonno,
Town Attorney
P.O. Box 1687
Jackson, WY 83001

***Via Email:*** lcolasuonno@jacksonwy.gov

*Re: Pine Canyon LLC; P19-262; P20-069 & P20-070*

Dear Mr. Anthony and Ms. Colasuonno and Town Council Members,

As you are aware, my office, along with Bill Collins of Collins Planning Associates, Todd Cedarholm of On Sight Land Surveyors Inc., and Dave Myers of Mountain Home Building, are working with Pine Canyon, LLC, the current owner of portions of Pine Glades Planned Unit Development, to complete this development in a timely manner. Specifically, approximately three years ago, Pine Canyon, LLC, purchased the remaining development rights from Jeff Hussey, the original developer, such rights comprising the last two unit duplex in Phase 1 and the entire Phase 2 of the development (often referred to herein as "Pine Glades").

Presently before the Town Council there are three amendment requests to the final Approved Final Development Plan for the Pine Glades Planned Unit Development ("PUD") which are as follows:

- P19-262: modify the exterior materials on the existing duplex at 140 & 142 Pine Glades Drive from a wood / stone combination to primarily stone;
- P20-069: abandon the existing in-road heating element in Phase 1 (Pine Glades Drive) and in the future Phase 2 (Jessica Lane); and
- P20-070: approve a trail plan that would allow additional public access through the subdivision on trails only, and if appropriate, would include newly recorded access easements.

Originally, these were three separate application items from the Applicant, Pine Canyon, LLC. Early on, the Planning Staff and Director decided that it would prefer to have all three items together, and combined the three items, with suggested motions for the Planning Council and later with suggested motions for the Town

Council, treating the three amendment items as one. Then, after the April 6, 2020 Town Council meeting, the Planning Staff and Director decided to again treat the three items as individual amendment requests.

At the April 6, 2020 meeting, the Town Council halted the vote on the three PUD amendment items enumerated previously, and unexpectedly instructed Staff and its legal counsel to inquire about obtaining an appraisal as a basis for making an offer to purchase a pedestrian non-motorized easement from not only the Applicant, but also from non-applicant homeowners and the non-profit homeowner's association (HOA) of Pine Canyon. The Town Council continued these three items from its May 4, 2020 regularly scheduled meeting in order to have time to receive an appraisal and/or enter into negotiations for the pedestrian easement. These items were again continued by the Town Council at the May 4, 2020 meeting, and again at the May 18, 2020 meeting, and yet again at the June 1, 2020, and are now scheduled to be heard at the next regularly scheduled meeting, on June 15, 2020. As of the date of this letter, no appraisal has been provided to the Applicant or the HOA, although we have been told that one is expected soon. Thus, even if the appraisal is delivered to all parties before the regularly scheduled meeting on June 15, 2020, it is unlikely there will be enough time for the Town to digest the appraisal information and decide if it remains interested in pursuing negotiations to purchase a non-motorized access easement on the paved road in the subdivision. <u>While the Town pursues the possibility of purchasing a pedestrian easement from the Applicant, the HOA and the homeowners in Pine Canyon subdivision, the Applicant asks that at a minimum, at the June 15, 2020 meeting, the Town Council proceed on the other two items, Item P19-262 (stone siding) and P20-070 (abandon heating element in tunnel and Phase 2), as these two items are wholly unrelated to the trail amendment item.</u>

At the April 6, 2020 Meeting, the Town Council raised concerns about trees that had been trimmed in the subdivision. The Applicant heard these concerns, and after discussion and onsite visits with Staff, executed a Mitigation Agreement dated May 4, 2020, agreeing to mediate the trimmed trees within a certain timeframe. As of the date of this letter, all mitigation trees have been planted and the accompanying irrigation system installed. Town staff has inspected and approved the work. Thus, at the April 6, 2020 meeting this was the only compliance issue raised by Town Council and the Applicant quickly undertook appropriate actions to address this concern.

**<u>P20-070: Roadway Heating Element(s)</u>**

The original developer voluntarily proposed two heating elements in the private roads that were never required by the Town of Jackson. One heating element was installed in the existing Pine Glades Drive as part of Phase 1 and a second element was proposed for the future Jessica Lane in Phase 2. The Applicant voluntarily disclosed to the Town that the existing heating element is no longer working (which had been the case prior to Pine Canyon purchasing the development rights), and that the HOA is satisfied paying for plowing and sanding as winter maintenance for the past few winters. As a result, the road has been safe and well maintained for a fraction of the energy consumption in the early years (Snow King Resort's snow making activated the heating element on a frequent and unnecessary schedule). This amendment is before the Town Council because the HOA wants to avoid repairing the existing heating element that was never required, and the Applicant wants to avoid installing the second heating element in the Phase 2 road as it is now evident that such heating elements are unnecessary. Phase 2 has limited grade changes, so no need for heating of the roadway as sanding and snowplowing are also effective here. There are no rules, regulations or any other requirement that calls for the road heating elements. The planning staff correctly describes the heating elements as voluntary amenities.

The Town has an extensive history of reducing energy consumption and promoting energy conservation. Road heating elements are a direct conflict with these recent and on-going efforts. Furthermore, neighboring town streets are plowed and sanded during winter with no significant difficulties, and these roads are at the same elevation and sun exposure as the private roads in Pine Glades. In short, the Jackson Planning and Building Department has no objection to amending the PUD to permanently abandon in place the malfunctioning road heating element in Pine Glades Drive, and to delete from the PUD the second road heating element planned for the Phase 2 road, as evidenced by its findings in its staff reports. With very little discussion expended by the Planning Commission on this item at the three meetings held on these items, it voted unanimously 6-0 in favor of abandoning the heating elements (1 built, and 1 yet to be built). We kindly ask that at the June 15, 2020 regularly scheduled meeting the Town Council consider the application to abandon the heating element based on the foregoing, and also based on the application itself, along with the Planning Council approval of 6-0, and two TOJ Planning Staff Reports, dated April 2, 2020 and April 16, 2020, also recommending approval, collectively comprised of over 400 pages of documents. The ongoing delay of this item is causing the Applicant significant financial harm, including consulting and legal fees; this item is not linked to or impacted by the trail amendment item, and therefore should be reviewed and ideally approved at the next regularly scheduled Town Council meeting.

**P19-262: Exterior Siding on Existing Duplex 140 & 142 Pine Glades Drive.**

An amendment to the PUD was approved in 2017 (P17-045) which included architectural changes to roof pitches and exterior materials for all three duplexes within Phase I and II. The Applicant seeks now to make very small changes only the side elevations on duplex at 140 & 142 Pine Glades Drive, as well as the stone chimney on the front (north) elevation would no longer continue to the ground, windows would be changed slightly, additional stone is proposed on the ground level columns, and the columns would be widened. In error, Pine Canyon LLC proceeded to change the exterior façade before obtaining approval for these minor changes to the last duplex in Phase 1, but it is here before the Council seeking such approval now. There is no change to the height or square footage of the final duplex. The predominant change increases the amount of stone siding, and thereby reduces the amount of wood on the exterior, increasing fire resistance and lowering maintenance costs for a wood exterior. The Jackson Planning and Building Department has expressed no objections or concerns with amending the PUD further to permit the existing cosmetic changes to the exterior façade of the duplex at 140 and 142 Pine Glades Drive, as evidenced by the staff reports. There are no rules, regulations, design guidelines or any other restriction that limit the type of exterior materials on Pine Glades buildings, including the duplex at 140 and 142 Pine Glades Drive.

Again, with very little discussion expended by the Planning Commission on this item at the three meetings held on these three amendment items, the Planning Commission voted unanimously 6-0 in favor of approving the cosmetic amendment to the PUD. We kindly ask that at the June 15, 2020 regularly scheduled meeting the Town Council consider the application to approve the change to the siding and other minor cosmetic items based on the foregoing, and also based on the application itself, along with the Planning Council approval of 6-0, and two TOJ Planning Staff Reports, dated April 2, 2020 and April 16, 2020, also recommending approval, collectively comprised of over 400 pages of documents. The continued delay of this item is causing the Applicant significant financial harm, as the Applicant has already lost potential buyers for the duplex units, along with the inability to convert the construction loan to a regular conforming loan with a much lower interest rate, plus consulting, legal and construction fees to keep availability with the general contractor. Because this item is not linked to or impacted by the trail amendment item, it should be reviewed and ideally approved at the next regularly scheduled

Town Council meeting.

**P20-070: Approve Trail Plan**.

This is the item that has received the most interest from Staff, which is and remains in favor of approval, the Planning Commission, which voted 6-0 to approve, and from the Town Council, which has unilaterally decided to pause all three applications and pursue an appraisal valuing a non-motorized pedestrian access easement down a portion of the Pine Glades Drive paved roadway. Of course, any purchase of such a pedestrian easement would not be negotiated solely with the Applicant, but also with the HOA who owns the general common areas in Pine Glades Subdivision, including Pine Glades Drive and adjacent sidewalks. Further, individual homeowners own the limited common areas that are in front of each garage, under the second story cantilevered decks. Because there is so much information regarding this subdivision, here are but a few facts to consider:

- Three public streets dead end into Pine Glades and at the end of each street, a trail across private Pine Glades property allows access to both the USFS land and Snow King.
- Per the Zoning Compliance Verification Letter dated February 17, 2017, the ZCV expressly states, "The Staff is not aware of any outstanding easement requirements for the entire PUD at this time."
- The current trails proposed for the Town Council to choose from will provide an extraordinary amount of trails and public access for a 17 acre residential development, considering there are already many existing trials within walking distance that also access USFS, Snow King resort, and the Town of Jackson.

Pine Glades is a fully platted subdivision, and lots have been sold to 22 individual homeowners, 20 of whom are not a part of this application, plus the HOA. Many citizens of the Town of Jackson, including but not limited to this Applicant, have relied on twelve years of Town approvals, permits and actions regarding the development of Pine Glades, which documented history includes:

- Final development plan (FDP) approval with conditions;
- Subdivision plat approval;
- Subdivision plat notes signed by the Mayor and planning director;
- Subdivision improvement agreement followed by approvals of three amendments thereto;
- Recordation of eight easements including amendments thereto;
- Amendment to the plat;
- Amendment to the FDP;
- Building permits for 23 housing units;
- Certificates of occupancy for 21 housing units;
- Release of financial surety for Phase 1; and
- Zoning compliance verification (ZCV) that determined all required easements have been recorded and there are no unmet requirements for additional easements.

The Planning Staff reviewed every document in its file, and researched and discussed this application for longer than a year, listened to tapes of meetings, and continues to recommend to the Town Council approval of all three applications. The Planning Commission held three meetings and voted unanimously 6-0 to recommend approval of all three applications. Many homeowners inside the subdivision have written in favor of the Applicant's proposals, and conversely, are opposed to selling or granting an easement to the public down this

very narrow, nonconforming roadway for which they each pay dues to the HOA to maintain. The former original developer Jeff Hussey has written two letters in support of the three applications, and has explained that no additional easements were ever a condition of the FDP.

It is unfortunate that the Town Council is being pressed, indeed, threatened, by landowners outside of Pine Glades, arguing that they are "owed" the right as members of the public to walk up and down Pine Glades Drive to access Snow King and USFS land, and that if the Town Council does not force this issue, it may be sued by such folks. Staff has responded to some of the factual misstatements and incorrect assertions being parroted over and over, specifically in emails dated April 24, 2020, from Tyler Valentine to certain neighboring members of the public. From a review of the record, there is scant documentary evidence to support the contention that as a condition of the PUD, an easement must be granted from the Applicant to the public for access down Pine Glades Drive. Indeed, there mere fact that the Town Council is pursuing an appraisal for the possibility of purchasing a non-motorized easement is, in and of itself, further evidence of this fact.

The Applicant is not the "bad-guy" here, and I am perplexed why that seems to be the case in the eyes of the Town Council. If anything is the "bad-guy", it is simply (i) that this unique development was approved in the first place or (ii) how much time has passed from initial approval to the present day, and during that timeframe, individual properties have been sold to bona fide third party purchasers, including the Applicant who purchased the development rights to this subdivision. Instead, please consider the fact that this Applicant is working to correct many prior issues, for example, this Applicant brought to the attention of the Staff that an active avalanche zone had been approved for general common area, which issue correction has cost this Applicant significant funds to alter. The Applicant has listened to the public comments about the trails throughout this process, and has worked closely with Staff and others to make edits to the trail application over time, but what is before the Town Council is supported by Planning Council, Planning Staff and by a majority of other Pine Glades residents.

**CONCLUSION:**

This Applicant started this process nearly two years ago with the Planning Department. Much time has passed since these applications were submitted to the Town of Jackson, specifically, June 15, 2020 will be 103 days since the Planning Commission voted 6-0 in favor of these applications. As of the date of this letter, we do not have an appraisal valuing, nor a written proposal describing, the concept of purchasing a pedestrian easement down a part of Pine Glades Drive, which is clearly linked to item P20-070. The Developer is incurring great ongoing expenses as outlined herein. We understand that the Town has had to incur significant budget cuts in light of expected loss of revenue to due COVID-19 and ever increasing services and costs for providing them. Due to safety concerns, the HOA has expressed that it is not in favor of selling a public easement down its main road to the Town. It seems unlikely that the necessary parties to such a buy/sell transaction for an easement will reach an agreement any time soon. Time might be better spent by the parties reviewing and finalizing with Staff which proposed trails are most suitable and moving forward amicably to provide such for the public's use.

Thus, Pine Canyon now asks that at a minimum, the Town Council vote at its next regularly scheduled meeting on June 15, 2020, on Item **P19-262** (exterior materials modification) and **P20-069** (abandon in road heating elements) as these items are supported by Staff, supported by the Planning Commission, and are not related to the trail item. Because the Staff report provides for these items as separate amendments, with separate findings and motions, it should not be difficult to proceed on 2 of the 3 applications. As always, thank you for your time and for your consideration of these requests.

Very truly yours,

LONG REIMER WINEGAR BEPPLER LLP

BY: ERIKA M. NASH

Cc: Tyler Valentine, Senior Planner, (via email only: tvalentine@jacksonwy.gov)
William Collins, Principal, Collins Planning Associates (via email only: collinsplanning@bresnan.net)
Pine Canyon, LLC, Applicant (via email only: j.tozzi@yahoo.com)

# TOWN OF JACKSON
# TOWN COUNCIL
## AGENDA DOCUMENTATION

**PREPARATION DATE:** JUNE 11, 2020
**MEETING DATE:** JUNE 15, 2017

**SUBMITTING DEPARTMENT:** PLANNING
**DEPARTMENT DIRECTOR:** PAUL ANTHONY
**PRESENTER:** TYLER VALENTINE

**SUBJECT:** **ITEM P20-058:** REQUEST FOR APPROVAL OF A CONDITIONAL USE PERMIT FOR ASSEMBLY USE AT HERITAGE ARENA LOCATED AT 305 W SNOW KING AVENUE.

**APPLICANT:** RACHEL GRIMES – TETON COUNTY FAIR & FAIRGROUNDS MANAGER

**OWNER:** TOWN OF JACKSON

## REQUESTED ACTION

The applicant is requesting approval of a Conditional Use Permit (CUP) for 'Assembly' use at 305 W. Snow King Avenue, specifically for Heritage Arena.

## APPLICABLE REGULATIONS

Section 8.4.2 Conditional Use Permit (CUP)

## LOCATION

The subject property is addressed as 305 W Snow King Avenue and legally described as PT. SE1/4NE1/4, SEC. 33, TWP. 41, RNG. 116 (RODEO GROUNDS INCLUDES MATEOSKY PARK). An aerial photo and zoning map are shown on the following page showing the general location of the proposed site (please see the applicant submission for a detailed site plan):

Heritage Arena
W Kelly Ave
Clissold St
S Jackson St
W Karns Ave
305
Fair Building
Flat Creek Dr
S Millward St
W Snow King Ave

NC
UR
W Karns Ave
AR
305
P/SP
Flat Creek Dr
S Millward St
W Snow King Ave
AR
Coulter Ave

## BACKGROUND/ALTERNATIVES

**Site Characteristics**
The subject site, owned by the Town of Jackson, is approximately 18 acres in size, zoned Public/Semi-Public (P/SP) and is currently the location of the Teton County Fairgrounds. The Fairgrounds contain the Rodeo Grounds, Heritage Arena, Mateosky Ballpark, 2 tennis courts, and a livestock stall barn which was converted to a temporary fire station for Jackson Hole Fire/EMS. The site fronts Snow King Avenue to the south, Flat Creek Drive to the west, West Karns Avenue to the north, and an alley to the east. Vehicular access can be taken from all three streets.

**Previous Fairground Approvals**
On February 20, 1996 the Town Council approved a Sketch Plan for Phase 1 improvements to the Teton County Fairgrounds consisting of a new livestock building (i.e. stall barn), restrooms and ancillary office space. (Note: The stall barn was later converted to a temporary fire station for Jackson Hole Fire/EMS in 2017 (P17-169) and a replacement stall barn is planned adjacent to the grassy area just north of Heritage Arena).

On June 6, 2005 the Town Council voted to approve a CUP and Final (Major) Development Plan (P05-023) for a 48,000 sf indoor riding arena (i.e. Heritage Arena). The building is 160 feet wide by 300 feet long and houses an indoor arena, stock pens, loading facilities, and limited seating. Heritage Arena was built under building code Group U for Utility and Miscellaneous which includes agricultural buildings, barns and livestock shelters. The maximum building occupancy per code at that time was, and still is, 160.

**Current Operations**
Heritage Arena currently operates year-round as a public indoor riding arena. General hours of operation are generally from 8am to 9pm and include a variety of user groups. Current approved events include the Citizens Mounted Unit, team roping practice, barrel racing practice, English horseback riders, Western horseback riders, several dog-agility groups, Teton Archery Club, etc. Winter parking for Heritage Arena is typically on the northern side of the building while summer parking is throughout the entire site. During summer, contestant's vehicles and trailers usually park along the west and north side of Heritage Arena while spectators parking along the east side of the Rodeo Arena.

**Lease Agreements**
Teton County Fairgrounds operates under multiple lease agreements:

- A 24-year land lease between the Town of Jackson and Teton County which terminates in 2026. This lease lays out ownership and responsibility for infrastructure. Teton County pays for daily operations and staffing.
- The Rodeo Grounds Management Agreement which outlines maintenance of all Fairground facilities which includes accommodations for the Town's rodeo concessionaire. This lease expires in 20203.
- The Rodeo Concessionaire Agreement is a 4-year lease between the Town and their rodeo concessionaire. The lease outlines the parameters for the rodeo concessionaire to operate and the money owed to the Town for their concession. This lease expires in 2021.

**Recent Occupancy Concerns**
Since Heritage Arena was constructed in 2006, there has been a demand for a large venue space within the community. As a result of this demand, numerous large events have occurred over recent years within Heritage Arena that exceed the building's original purpose as an indoor riding arena by exceeding the maximum occupancy of 160 people. These events are all well-known and well-attended by the community and include the following:

- Rocky Mountain Elk Foundation Banquet (300 - 400 attendees)
- World Series of team Roping (300+ attendees)

- 4-H Livestock Sale (1,000+ attendees)
- JHSC Ski Swap (1,000 - 2,000 attendees)
- Fireman's Ball (1,000 - 2,000 attendees)
- JH Live Winter Concert (3,000+ attendees)

In 2019, prior to the winter JH Live concert held at Heritage Arena, the Fire Marshall brought to the Fairground staff's attention the 160 person occupancy limit. Special arrangements were made to allow the concert to occur even though the concert far exceeded the occupancy limit. Later in 2019, after the JH Live concert, the Fire Marshall made special arrangements for the 4-H Livestock Sale during fair week because this event also far exceeded the occupancy limit. It was after the 4-H Livestock Sale that the Fire Marshall indicated that no more special events over the 160 occupancy limit would be approved unless the use of the building is changed to allow Assembly use. This change in use requires building upgrades which may include emergency lighting/alarms (this work has recently been completed), new emergency exit door, fire alarms and additional water fountains and restrooms. However the final building improvements will be determined by the Building Official. The applicant has recently submitted a building permit for change of use for Assembly uses.

**Project Description**

The proposed project is located within the P/SP zoning district which requires all uses to be reviewed under a CUP. The proposed use falls under Assembly, which is categorized as a public or semi-public gathering space and includes community centers and reception halls. Teton County Fair and Fairgrounds is proposing minor permanent improvements to the existing Heritage Arena building so that the building may accommodate larger gatherings up to 2,000 people while still continuing its use as a riding arena. However, due to recent global circumstances, available funding may only support building upgrades that would allow a maximum occupancy of 900 people. The final occupancy will be determined at the time of building permit submittal. Some of the potential building upgrades may include a new egress door on the western side of the building, upgraded fire sprinkler system, additional bathrooms and fountains, and emergency lighting/alarms (this work has recently been completed). The applicant is not proposing to expand the size of the building.

This application is not related to events that occur at the Rodeo Grounds (i.e. weekly summer rodeo events), although when the Rodeo season is in full swing the Heritage Arena is used as practice grounds. In addition, events such as Fair Week are also separate from this application and those outdoor events require a separate approval of a Special Event Permit by the Town Council.

The applicant has stated that due to the challenges of maintaining the riding grounds and due to concerns from the Health Department over serving food where live animals are kept, events such as JH Live, the Fireman's Ball and the Rocky Mountain Elk Foundation Banquet will likely not continue in this location. In addition, if the maximum occupancy is set at 900 people, events such as the 4-H Livestock Sale and JHSC Ski Swap will be managed in a way so that no more than 900 people are in the building at any given time.

Parking for Assembly use is calculated using an independent calculation. Because the site is not paved or striped, it is difficult to identify the total amount of available parking. The applicant estimates between 250-300 vehicles are parked within the site during a large events and that the site easily accommodates this demand. Parking is available to the north of Heritage Arena during winter months. During summer months parking is available to the west and north of Heritage Arena and to the east of the Rodeo Arena. There is no plan to pave or add gravel to the parking and circulation areas at this time.

The applicant states they have 4 full-time employees and 1 seasonal summer employee who manage and maintain the Heritage Arena. When events occur, each event group brings their own crew who set-up, operate, and tear-down the event. Snow removal is managed by the Fairground who plows the snow directly to the west and north of Heritage Arena and to the east of the Rodeo Grounds. Snow is predominantly stored in the

northwestern corner of the property. A trash enclosure currently exists on the western side of Heritage Arena. Finally, 4 temporary U-Style bike racks are proposed for summer use; 2 at the south entrance and 2 at the west entrance.

## Staff Review

Staff has reviewed the proposed Assembly use for the subject property and have found it to be in compliance with the LDRs and consistent with the 2012 Comprehensive Plan. The Fairgrounds is a large site that currently operates around several yearly special events that vary in intensity, operation and use. The Fairgrounds is also a Public/Semi-Public zoned property and should be continually used in a manner that serves the community. With that, staff finds that the proposed Assembly use is compatible with the existing uses on the site and will continue to serve the community through various events, competitions and gatherings. The proposed changes to the existing building are minor in nature and will bring the building to a higher level of life safety. In addition, the proposed changes will have no impact on parking, circulation or access.

### Parking / Vehicular Access

Perhaps the project's main regulatory issue is determining the proper parking requirement for this unique use and its proper management. Under LDR Section 4.2.1.C.1, the parking requirements for an 'Assembly' use is determined by an independent calculation. The applicant estimates that the largest events at Heritage Arena, which only occur a few times a year, result in between 250-300 vehicles and trailers. Based upon the vast amount of space on the 18 acre lot, staff finds there is more than ample room to accommodate the proposed uses. Staff also realizes that the large events are less common and the day-to-day use generates far less parking demand.

Parking management is somewhat of a free-for-all because the site is not paved or striped, other than a small striped parking area adjacent to the southwest corner of the building. However, the large events do involve some assistance from Fairgrounds staff who mark-of parking for trailers to ensure proper spacing of vehicles. Staff finds that although parking management is not ideal, these large events are less common than the day-to-day uses and have been properly managed over the years.

As stated above, the applicant is not planning on paving or adding gravel to the site. Due to the unique uses which include livestock, horses and other animals, staff finds that the current condition as a dirt lot is appropriate. Also, the Fairgrounds lease will be up for renewal in 2026 and investing capital in pavement or gravel for such a large area would not be a prudent use of funds.

Primary vehicular access will continue to be taken directly from Flat Creek Drive and Snow King Avenue. Due to the large size of the lot, staff does not find any issues with vehicle turning movements within the site and the proposed changes to the existing building will not impact access in any way.

### Affordable / Employee Housing

Section 6.3.2.C.13 Exemptions of the LDRs states that uses in the P/SP zone are exempt from the standards of Division 6.3 Employee Housing.

### Lighting

The applicant is not proposing any new exterior lighting at this time. However the applicant has already installed new emergency lighting within the interior of the building.

**Landscaping**

The LDRs have no landscaping requirements for uses within the P/SP zoning district and at this time the applicant has not proposed landscaping. It should be noted that several trees exist in front of Heritage Arena along Snow King Drive which help with screening.

**Signage**

No exterior signage is proposed at this time.

**Trash / Snow Storage / Bicycle Parking**

Snow plowing to the west and north of Heritage Arena and to the east of the Rodeo Ground is managed by the Fairgrounds. Public Works (Streets Department) does plow certain areas of the lot such as Fire/EMS (northeast corner) and uses the northwest corner of the lot as their main winter snow storage area.

A trash enclosure currently exists along the western side of the building adjacent to the temporary winter dog park. Additional recycling bins for the general public are located in the southwestern corner of the lot at the intersection of Snow King Drive and Karns Meadow Drive.

Finally, 2 temporary U-Style bike racks are proposed at the south and west entrances (4 total). However, staff does not anticipate a high demand for bike parking. Based on the nature of the events within Heritage Arena the majority of contestants and patrons drive to the site to load/unload livestock, horses, equipment, skis, etc. Staff finds that the proposed bike racks will complement the proposed uses by providing an alternative mode of transportation for those who chose to do so.

**Noise / Visual**

Staff finds that from a noise and visual standpoint, there will not be any significant impacts beyond what typically occurs at the Fairgrounds. Among the events listed in the applicant's proposal, all event activity will occur within the building helping to reduce noise and visual impacts. Staff acknowledges that these events do have a unique parking demand and can draw in large crowds with numerous vehicles and trailers. However the site is large and has ample room to accommodate the parking demands for these events. The applicant has indicated that due to funding limitations, the maximum targeted occupancy will be less than 1,000 occupants even though the original goal was to reach 2,000 occupants. Ultimately the applicable building and fire code dictate the maximum occupancy based upon the upgrades made to the building.

**Planning Commission**

This item received unanimous support from the Planning Commission at their May 20, 2020 meeting. There were no questions from the Commission and no public comment.

## 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 3 Town Residential Core - Subarea 3.3 Rodeo Grounds Institutional Area of the 2012 Comprehensive Plan which states:

*This STABLE Subarea is characterized by its two existing institutional land uses - the rodeo grounds and the Town Public Works facility. The Town Public Works facility is an essential facility that should be maintained in its current, central location consistent with the sustainability and community services policies of the plan. Similarly, the location and use of the Rodeo Grounds supports the Town as Heart of Region policies of this plan and should be allowed to remain in its current location. The subarea will maintain similar uses and characteristics into the future, although the actual users may change.*

Staff finds the proposed project meets the intent and vision for this subarea. Subarea 3.3 is a stable area and is desired to accommodate the Fair Grounds and special events that occur within the site. This requested change to Assembly use will continue to allow community-valued events which contribute to the Town as Heart policies of the Comprehensive Plan.

In addition, staff has analyzed this application for consistency with the Policy Objectives for District 3 Town Residential Core as follows:

***Common Value 1: Ecosystem Stewardship***

*N/A*

***Common Value 2: Growth Management***

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

Not applicable to this proposal.

*Policy 4.3.a: Preserve and enhance stable areas*

Complies. Staff finds that the proposed use is consistent with intended use of this stable area.

*Policy 4.3.b: Create and develop transitional areas*

Not applicable to this proposal.

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

Not applicable to this proposal.

***Common Value 3: Quality of Life***

*Policy 5.2.d: Encourage deed-restricted rental units*

Not applicable to this proposal.

*Policy 5.3.b: Preserve existing workforce housing stock*

Not applicable to this proposal.

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

Not applicable to this proposal.

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

   Complies. Staff finds that the proposal is compliant with the standards of Division 6.1. The proposed Assembly use is an allowed use within the 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. Staff finds that the proposed operation will minimize the visual impact on adjacent lands. The Rodeo Grounds is specifically listed in the Comprehensive Plan as a desired use for this area of Town and the events & uses proposed with this application are consistent with the desired future character. The events listed in this application occur within Heritage Arena and do not result in significant visual impacts beyond the vehicles and trailers that park within the site. With that being said, the property is large enough to accommodate the parking demand which reduces the need for guests and participants to park on adjacent streets. Beyond the parking demand during events, the presence of livestock in conjunction with competitions and community events further support and celebrate Jackson Hole's long history as a western town.

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 minimizes adverse impacts on nuisances because the impacts of many of these uses were already considered when the Heritage Arena was approved. Staff acknowledges that the Heritage Arena has morphed into a gathering space for larger events since its original approval, however the events and use proposed do not increase nuisance impacts beyond the impacts that were already contemplated with the Rodeo Grounds and Heritage Arena were approved.

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 will have no significant adverse impact on public facilities, in fact the proposed change in use will increase the life-safety factor of the building through the required upgrades.

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 and building improvements complies with the provisions of the LDRs and with all other Town Ordinances. The proposed improvements are within an existing

building and since the property is located within the P/SP zone, development standards such as setbacks, building height, FAR, etc. are not applicable.

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

   Complies. The proposed request complies with the previous approved Sketch Plan, Development Plan and Conditional Use permit for this site.

## ATTACHMENTS

Applicant Submittal
Department Reviews

## PUBLIC COMMENT

None at this time.

## FISCAL IMPACT

The Town of Jackson leases this land to the County for fairgrounds use. These agreements include financial benefits to the Town for their continued use.

## STAFF IMPACT

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

## LEGAL REVIEW

Ongoing as needed.

## RECOMMENDATIONS / CONDITIONS OF APPROVAL

The Planning Director and Planning Commission recommend **approval** of a Conditional Use Permit (P20-058) for an 'Assembly' use related to Heritage Arena located at 305 W Snow King Avenue, subject to the departmental reviews.

## SUGGESTED MOTIONS

Based upon the findings as presented in the staff report and as made by the applicant for Item P20-058, 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 for a Conditional Use Permit, and move to **approve** a Conditional Use Permit for 'Assembly' use within Heritage Arena at the property located at 305 W. Snow King Avenue, subject to the department reviews and this staff report dated June 15, 2020.

TETON COUNTY
WYOMING

GENERAL SERVICES

Facilities Maintenance
Fair and Fairgrounds
Information Technology
Public Information

Notification of Internal Construction Activity in the Heritage Arena on the Teton County Fairgrounds

WHEREAS, Teton County, Wyoming, a duly organized county of the State of Wyoming leases from the City of Jackson, a first class city, property commonly referred to as the Fairgrounds located on Snow King Avenue in Jackson, Wyoming;

WHEREAS, Teton County and the City of Jackson signed the lease for the fairgrounds on July 17, 2003 and the lease is valid through December 31, 2026; and

WHEREAS, the 2003 Fairgrounds Lease states in Paragraph 12 Alterations that "the lessee shall not make any alteration in the external elevation or architectural design of the buildings on the premises, or injure or remove any of the external walls or timbers thereof without the consent in writing of the Lessor, which consent shall not be unreasonably withheld"; and

WHEREAS, the 2003 Fairgrounds Lease states in Paragraph 13 New Buildings that "the lessee shall not erect or permit to be erected on the premises any new buildings or make or permit to made any addition to the building to be erected upon the premises, except in accordance with plans and specifications approved in writing by Lessor, and pursuant to the Town of Jackson planning department requirements"; and

WHEREAS, Teton County is proposing to make internal changes to the Heritage Arena that are not encompassed by either Paragraph 12 or Paragraph 13 of the 2003 Fairgrounds Lease, thus no permission is needed from the City of Jackson under the 2003 Fairgrounds lease, however, prior to beginning construction within the Heritage Arena, Teton County desired to notify the City of Jackson of the internal activity within the Heritage Arena.

NOW THEREFORE,

Teton County hereby notifies the City of Jackson that internal construction activity will be occurring in the Heritage Arena on the Teton County Fairgrounds, in order to improve the safety of the facility.

Sarah Mann, Director

General Services

Teton County, Wyoming

# LETTER OF AUTHORIZATION

Town of Jackson, WY ,"Owner" whose address is: _____
P.O. box 1687150 East Pearl Avenue Jackson WY 83001
(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)
Larry Pardee, Town Administrator , as the owner of property
more specifically legally described as: _____
Land on which the Heritage Arena sits - 305 West Snow King Ave. Jackson Wy 83001
PT. SE1/4NE1/4, SEC. 33, TWP. 41, RNG. 116 (Rodeo Grounds Includes Mateosky Park)
(If too lengthy, attach description)

**HEREBY AUTHORIZES** Rachel Grimes, Teton County Fairgrounds Manager **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:** Larry Pardee
**(SIGNATURE) (SIGNATURE OF CO-OWNER)**
***Title*:** Larry Pardee, Town Administrator
**(if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner)**

**STATE OF** WYOMING )
)SS.
**COUNTY OF** TETON )

The foregoing instrument was acknowledged before me by LARRY PARDEE this 19TH day of MARCH, 2020.
**WITNESS my hand and official seal.**

Sandra Birdyshaw
**(Notary Public)**
**My commission expires:** 1-10-2022

**(Seal)**

SANDRA P. BIRDYSHAW NOTARY PUBLIC
COUNTY OF LINCOLN STATE OF WYOMING
MY COMMISSION EXPIRES: 1-10-2022

# PLANNING PERMIT APPLICATION
## Planning & Building Department

150 E Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

***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: Heritage Arena - Change of Use Designation

Physical Address: 305 West Snow King Ave. Jackson Wy 83001

Lot, Subdivision: PT. SE1/4NE1/4, SEC. 33, TWP. 41, RNG. PIDN: 22-41-16-33-1-00-024

**PROPERTY OWNER.**

Name: Town of Jackson - Rodeo Grounds Phone:

Mailing Address: PO BOX 1687 JACKSON, WY ZIP: 83001-1687

E-mail:

**APPLICANT/AGENT.**

Name: Rachel Grimes - Teton County Fair & Fairgrounds Manager Phone: 307-203-0660

Mailing Address: PO Box 3075 Jackson, WY ZIP: 83001

E-mail: rgrimes@tetoncountywy.gov

**DESIGNATED PRIMARY CONTACT.**

_____Property Owner A Applicant/Agent

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

**Use Permit**

_____Basic Use

C Conditional Use

_____Special Use

**Relief from the LDRs**

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

**Physical Development**

_____Sketch Plan

_____Development Plan

_____Design Review

**Subdivision/Development Option**

_____Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

_____Development Option Plan

**Interpretations**

_____Formal Interpretation

_____Zoning Compliance Verification

**Amendments to the LDRs**

_____LDR Text Amendment

_____Map Amendment

**Miscellaneous**

_____**Other:**_____

_____Environmental Analysis

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

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

Original Permit #: _____ Date of Neighborhood Meeting: _____

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

*Have you attached the following?*

NA **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.

Signature of Property Owner or Authorized Applicant/Agent — Date: Mar 13 2020

Rachel Grimes — Name Printed

Manager Teton County Fair — Title

# Heritage Arena - Designated Use Change Narrative

Conditional Use Permit (CUP) Submittal
March 16th, 2020

## Project

Heritage Arena - Teton County Fairgrounds
RE: Capacity Improvement Project
305 W. Snow King Ave
Jackson, WY 83001

## Applicant

Teton County Fair & Fairgrounds
Rachel Grimes, Fair & Fairgrounds Manager
PO Box 3075
305 W. Snow King Ave
Jackson, WY 83001

## Planning Permit Requested

Teton County Fairgrounds, in conjunction with Teton County Facilities Management, would like to apply for a CUP for the Heritage Arena, located within the Town of Jackson. The Conditional Use Permit request is for Dual Use - both Institutional, **Assembly** (added use) and **Utility Facility** (current use approved by Planning Department.)

## Findings for CUP Approval

LDR Section 8.4.2 sets out the findings for approval of a CUP

1. Is compatible with the desired future character of the area; *The Rodeo Fairgrounds is zoned P/SP Public/ Semi Public for all activities occuring in the Heritage Arena*
2. Complies with the use specific standards of Div. 6.1. *LDR Section 6.1.8 Institutional Uses includes B. Assembly, including community centers and reception halls*
3. Minimizes adverse visual impacts; *One exterior door is added, with no adverse impact*
4. Minimizes adverse environmental impacts; *No adverse impacts are anticipated, as there is no additional development proposed or additional impervious surface area.*
5. Minimizes adverse impacts from nuisances; *Impacts to the community were studied and approved at the time the Rodeo Fairgrounds was established, with over 25,000 Teton County Fair visitors during the course of 4-5 days. Heritage Arena proposed Max occupancy of 2,000 (described below) is exceeded by the adjacent rodeo arena, which formally seats 2,500. Special events in the Heritage Arena will not coincide with Rodeos.*
6. Minimizes adverse impacts on public facilities; *Safety upgrades in terms of fire alarms and egress lighting will reverses adverse impacts.*
7. Complies with all other relevant standards of these LDR's and all other Town Ordinances: and is in substantial conformance with all standards or conditions of any prior applicable permits or approvals *The building and use are in compliance*

## Attached Sheets:
A001, A101, A102, A103, A301, A401 Dated March 16 2020

## Housing Mitigation Plan
As a public facility, in a public zone, this project is exempt from any housing mitigation requirements, Per LDR Section 6.3.2 Applicability

Section C Exemptions

#4. Agricultural Use

#13. Employee Generated Housing in the Public/ Semi-Public Zone

## Pertinent Fairgrounds Leases
Teton County Fairgrounds operates under multiple lease agreements. The foundational 24-year lease, between the Town of Jackson and Teton County, terminates in 2026. The Town owns the land on which the Fairgrounds resides. The County leases the land from the Town, owns and maintains all infrastructure, and pays for daily operations, including Fairgrounds staffing.

The second lease is the Rodeo Grounds Management Agreement. The RGMA outlines how the County will maintain all Fairgrounds facilities, and more specifically, the Rodeo Arena, to accommodate the Town's rodeo concessionaire. As such, the Town of Jackson pays Teton County $60,000 per year to keep Fairgrounds facilities in working order to host rodeos.

The third lease is the Rodeo Concessionaire Agreement. The RCA is a 4-year lease between the Town and their rodeo concessionaire, which outlines the parameters under which the rodeo concessionaire may operate through their summer season and the money they owe the Town for this concession. The rodeo concessionaire gets exclusive use of all Fairgrounds facilities (including Heritage Arena) on rodeo days - 3 nights per week from Memorial to Labor Day.

## Current Day-to-Day Operations
As the only indoor, public riding arena in Teton County, the Heritage Arena is a very busy place year-round! During winter months, October – April, there is activity happening daily from 8 or 9 in the morning until 8 or 9 at night. Various users/uses include Citizens Mounted Unit, team roping practice, barrel racing practice, English horseback riders, Western horseback riders, private riding lessons of both disciplines, several dog-agility groups, and Teton Archery Club. During summer months, May through September, the Heritage Arena is used by many of the same groups listed above and also serves as a warm-up arena for JH Rodeo contestants on Wednesday, Friday and Saturday nights. The Teton Barrel Racing Association utilizes the facility on Tuesday evenings.

## Parking
In terms of day-to-day operations, as well as special events, informal auto parking is available throughout the entirety of the Fairgrounds. Typically, during winter months, users pulling horse trailers park to north of the Heritage Arena. During summer months and rodeo season, contestants/horse trailers park to the west and the north of the Heritage Arena, while spectator parking is reserved on the east side of the Fairgrounds, near the Fair Office and tennis courts.

Parking for special events usually occurs nearest the facility, specifically west and north of the Heritage Arena. In the past, both Snow King and Flat Creek Drive have been closed on occasion to accommodate additional parking. In 2019, for the World Series of Team Roping, Flat Creek Drive had a soft closure to accommodate additional horse trailer parking. While the west side of the Fairgrounds (west of the Heritage Arena) is not included in the lease between the Town and County, the Town recognizes the need for that space to be utilized by day-to-day Fairgrounds operations outside of winter months, for special events, and for JH Rodeo contestants during summer months. The attached site map highlights these parking areas.

**Bicycle Parking**

4 New Short Term U-Style Bike Racks will be installed on existing concrete aprons, 2 each at the south and west entrances to the buidling, as shown on the drawings. Storable temporary racks will be provided for fair week, per Pathways recommendations.

**Background**

The Heritage Arena was built in 2006. At that time, the building use was designated Group U Utility and Miscellaneous, under which agricultural buildings, barns, and livestock shelters are listed. From a building code perspective, this U classification remains the current designation. Group U only allows for a total capacity of 160 people, even though the facility is approximately 48,000 square feet in size. While the original intent of the facility was *NOT* to be a venue for large events, the Heritage Arena morphed into just that over the years. In more recent years, the Heritage Arena has become a venue due to limited large event space in the community. The table below shows attendance at past events which have taken place in Heritage Arena.

| EVENT | TIME OF YEAR | # OF ATTENDEES |
|---|---|---|
| Rocky Mountain Elk Foundation Banquet | May | 300-400 |
| World Series of Team Roping | June | 300+ |
| 4-H Livestock Sale | July | 1000+ |
| JHSC Ski Swap | October | 1000-2000 |
| Fireman's Ball | November | 1000-2000 |
| JH Live Winter Concert | February | 3000+ |

When organizers of these large, special events reserved the Heritage Arena as their venue, they rented the facility for 2-3 days to accommodate set-up before-hand and clean up after, in addition to the event day itself. Typically, the arena ground is compacted with a roller by a local excavation company, which results in a hard surface for event attendees and wheelchair access. Unfortunately, rolling the arena ground compromises the integrity of the material for equine users. It takes Fairgrounds staff 1-2 weeks of repeated grooming to restore the material to its original state. Equine and livestock users are of course not permitted to use the facility during these events and struggle to use it properly just afterwards. The compromised ground material is detrimental to their animal's footing and overall safety. This conflict of interests suggests that the frequency of future events not associated with building's original purpose will be scaled back, rather than expand or grow. In other words, it is not our intent at this time to

host large events involving food and music that were hosted in 2019 such as the JH Live Concert, the Rocky Mountain Elk Foundation banquet, and the Fireman's Ball.

JH Live began working with the Fair & Fairgrounds Manager in late fall of 2018 to plan a winter concert for February 2019. This was the first event of this type and size to use the Heritage Arena as their venue. In early 2019, it was brought to staff's attention that the Heritage Arena occupancy maximum was 160, based on the "as-built" building designation. Fire Marshal, Kathy Clay, made special arrangements with JH Live organizers to remain in compliance with fire code based on their estimated ticket sales.

Similar circumstances were again approved by the Fire Marshal for the 4-H Livestock Sale during the 2019 Teton County Fair. In addition to fire code regulations, Clay asked that the Fair Board place counters at each door to the Arena and have fire watch posted in the facility throughout the event duration. The counters revealed that, at one point during the sale, there were over 1200 occupants in the Heritage Arena. Fire Marshal Clay indicated firmly that she would no longer allow special events with over 160 occupants.

In 2019, both the JHSC Ski Swap and Fireman's Ball found alternative venues. In 2020, the Rocky Mountain Elk Foundation Banquet will likewise need to find an alternate venue. The most pressing event at this time is the above mentioned 4-H Livestock Sale, held on Friday night of Fair Week in late July. This is a highly specialized event that cannot practically, be accommodated at another location In the County. To truck over one hundred 4-H animals, including steers, pigs, goats and sheep, off the Fairgrounds for one evening, and then bring them back to the fairgrounds for 2 more days, is impractical if not impossible! The potential of losing these animals to excessive heat exposure and stress during relocation is too high a risk.

Another topic which emerged as problematic throughout these discussions is food service in the arena during special events. Environmental Health expressed concerns about people eating where animals defecate, with possible cross-contamination (E Coli, Salmonella, etc.) In the past, food service occurred in the arena space during specials events by means of catered sit-down dinners, food trucks, tented vendor stands with barbeques, etc. Unfortunately, food service within the building cannot be permitted at all in the future. To accommodate future events, only self-contained food trucks parked outside the building will be allowed, with serving and eating also to remain outside. This factor influenced the decision to remove the kitchen components and allocate this space for restrooms required to increase occupant load.

## Project Scope & Timeline

After the 2019 Fair, Teton County staff began researching what could be done to increase the facility's occupancy. Through meetings with Teton County staff and Town of Jackson Building Officials, it was determined that the change of designation will require the following: Fire code requires the installation of emergency lighting and a fire alarm system. Building code requires additional restrooms, additional egress (one exterior door) and a change in occupancy status from **Utility to a Mixed-Use** designation, **Assembly + Utility**. The building, though large, has a steel structure, with metal siding and roof. This non-combustible construction type, along with ample open space around the structure, make it ideal for occupancy increase. With regard to

funding for the following improvements to the Heritage Arena, monies budgeted and earmarked for a different Fairground's project have been reallocated for this project.

Project #1- Emergency lighting [bid out Sept 2019] ASAP As Soon As Possible

Delcon was the low bidder at $22,860.00 and was awarded the contract.

Project #2- Fire Alarm System [bid out Sept 2019] Early May
Mountain West Electrical Services was the lowest and most responsible bidder in the amount of $54,700.00

Project #3- Increased water fountains and restroom fixtures Fall 2020
This contract has not yet been bid out or awarded. Plans will be completed upon confirmation of a Conditional Use Permit. Furthermore, the scope is too extensive and invasive to be carried out during summer months, the facility's busiest time of year.

Working with TOJ Building Department, Architect, Rachel Ravitz, drew preliminary plans to convert from **Utility** to (Mixed Use) **Assembly + Utility** designation. An occupancy study was done to determine the best path forward. From a purely numeric standpoint, the building could hold upwards of 9,000 people. This is far more ambitious than Fairground's staff wish to support! IBC provides an exception: where approved by the building official, the actual number of occupants…although less than those determined by calculation, shall be permitted to be used in the determination of the design occupant load. Building official, Kelly Sluder, suggested that the actual riding arena area could be removed from the calculation, with the remaining square footage resulting in roughly 2500 occupants. He further agreed to cap the facility occupancy posted at **2,000** used also to determine plumbing fixture counts. Anecdotally, the existing toilet fixtures support an occupant load of 900. Egress dispersion was also reviewed, determining that an additional door is needed on the west facade to compensate for an east door which is often blocked by snow, facility-user and/or event operations.

## Conclusion

While the Heritage Arena has served the community in various capacities over the past 15 years, specific upgrades are needed to continue this service in a completely transparent and safe manner. This investigation and upgrade have caused close scrutiny of appropriate uses for the building. Music concerts are unlikely to occur here in the future, nor are events of any kind exceeding 2,000 occupants. Staff will continue to assess rentals on a case-by-case basis, as event organizers consider the Heritage Arena as a potential venue. Some upgrades must be completed quickly, due to upcoming event dates. Upon full completion, Fairgrounds staff aim to satisfy all local governing agencies concerned, including Planning & Building, and Fire/EMS to once again accommodate some of these historic community events in the Heritage Arena.

## Tyler Valentine

**From:** Rachel Ravitz <rachel@esteam.design>
**Sent:** Tuesday, May 05, 2020 3:08 PM
**To:** Tyler Valentine
**Cc:** Sarah Mann
**Subject:** Interim 900

Hi Tyler

I sent this information to my client, although we will need to get Kathy Clay and Kelly Sluder on Board. The original intent was to push for 2,000 occupants on Heritage Arena. Covid-19 is both preventing large gatherings this summer and slowing funding for the full project.

I do want to point out that existing plumbing fixtures are enough to serve an occupant load of 900.
And an occupant load of under 1000 does not trigger the need for an additional 4th egress door.
After the improvements to fire alarm system and emergency lighting are complete AND if the Conditional Use Permit is approved for a change of occupancy to Assembly from a Planning perspective,
We could proceed to the Building Department with a requested Assembly Use max occupancy 900 for the interim. This is spelled out in the chart on page A102 if the CUP submittal
I hope this does not complicate the CUP or change its trajectory.
Thanks for your consideration.
Rachel Ravitz

--
Rachel Ravitz, AIA www.esteam.design/ (307)699-2454 Box 2406 Jackson 83001

| SHEET LIST | | | |
|---|---|---|---|
| Sheet Number | Sheet Name | Designed By | Drawn By |
| A001 | TITLE SHEETS / SITE PLAN | RR | Ravitz |
| A101 | EXISTING FLOOR PLAN | RR | Ravitz |
| A102 | PROPOSED REST ROOMS | RR | Ravitz |
| A103 | Civil Overlay Scale Proposed Changes | Designer | Author |
| A301 | EXTERIOR ELEVATIONS | RR | Ravitz |
| A401 | SECTIONS | RR | Ravitz |

Zoning: Civic P/SP

AIA NCARB LEED AP
Box 2406 Jackson WY 83001
(307) 699-2454
Rachel@esteAm.design

ESTEAM ARCHITECTURE

BEHLEN
M4176 2005
COLUMBUS NEBRASKA

BRADLEY Engineering/Chartered
645 West 25th street
Idaho Falls, ID 83402
(208)523-2862
Jeremy@BradleyEngineering.com

# HERITAGE ARENA

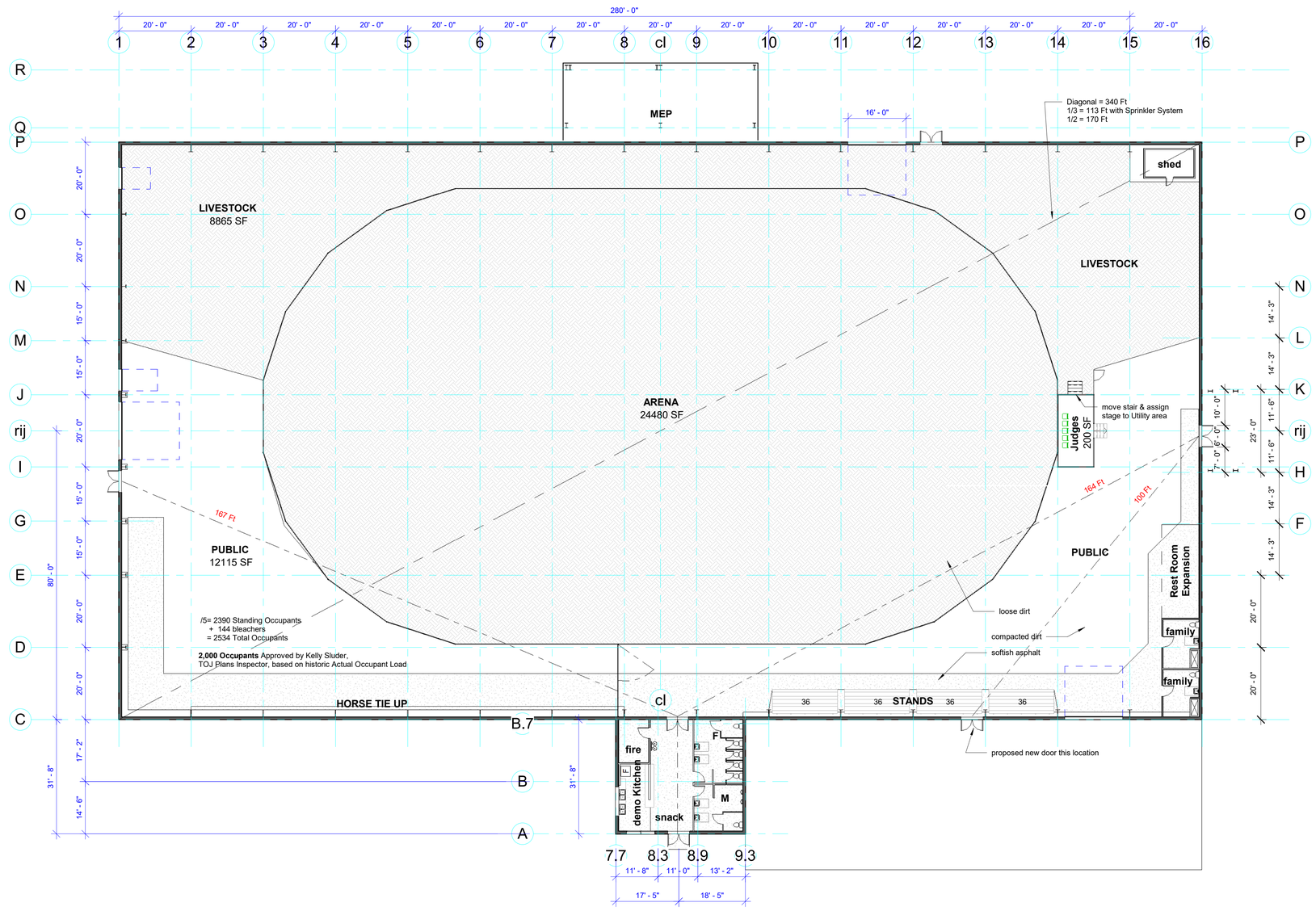
Snow King Ave Jackson Wy 83001

TITLE SHEETS / SITE PLAN

TETON COUNTY FAIR AND FAIRGROUNDS EST. 1906

CONCEPT NOT FOR CONSTRUCTION

| | |
|---|---|
| Date | Mar 16 2020 |
| A001 | |
| Scale | 1" = 60'-0" |




TYPE IIB - NON RATED
Sprinklered Building NFPA 13

UTILITY - U

1 MAIN EXIST
1/16" = 1'-0"


AIA NCARB LEED AP
Box 2406 Jackson WY 83001
(307) 699-2454
Rachel@esteArn.design

ESTEAM ARCHITECTURE

BEHLEN
M4176 2005
COLUMBUS NEBRASKA

BRADLEY Engineering/Chartered
645 West 25th street
Idaho Falls, ID 83402
(208)523-2862
Jeremy@BradleyEngineering.com


# HERITAGE ARENA

Snow King Ave Jackson Wy 83001

EXISTING FLOOR PLAN

TETON COUNTY FAIR AND FAIRGROUNDS EST. 1956

CONCEPT NOT FOR CONSTRUCTION

| | |
|---|---|
| Date | Mar 16 2020 |
| A101 | |
| Scale | 1/16" = 1'-0" |

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2018 IBC | **HERITAGE ARENA CODE STUDY** | | | | | | | | | | | DEC 6 2019 |
| MIXED USE | **U & A-3** | | | | | | | | | | | |
| Table 1004.5 | 2390 | 5 | 11,950 | Public use area only (Subtract Riding Arena) | | | | | | | | |
| | 144 | | | stands | | | | | | | | |
| | **2534** | | Total Occupants Public A-3 Area | | | | | | | | | |
| 1004.5 | Exception: Where approved by the building official, the actual number of occupants for whom each occupied space | | | | | | | | | | | |
| | floor or building is designed, although less than those determined by calculation, | | | | | | | | | | | |
| | shall be permitted to be used in the determination of the design oc cupant load. | | | | | | | | | | | |
| | statistics showing un-even split of sexes for occupancy may be used | | | | | | | | | | | |
| | **2000** | | Max Occupant Load Approved by TOJ and Posted in Building | | | | | | | | | |
| 312.1 | Utility Group ... Includes... Agricultural Buildings, Barns, Livestock Shelters, Stables | | | | | | | | | | | |
| Table 1004.5 | 300 | gross | Agrictultural buildings | | | 33,545 | Livestock & Arena | 111.8 | Occupants | | | |
| 2902.1 | N.A. | | | Utility [Arena] Portion Requires no Plumbing systems | | | | | | | | |
| 2902.1 | Occupants Total | 50% Female | factor | Toilets | 50% Male | | w.c. | 67% can be Urinal | | Lav each | | Fountain |
| NEW | 2000 | 1000 | 65 | 15.4 | 1000 | 125 | 8.0 | 5.4 | 200 | 5.0 | 500 | 4.0 |
| EXIST | 900 | 450 | 65 | 6.9 | 450 | 125 | 3.6 | 2.4 | 200 | 2.3 | 500 | 1.8 |
| | 1 Assembly | Auditoriums without permanent seating, art galleries, exhibition halls, museums, lecture halls, | | | | | | | | | | |
| | | libraries, arcades, and gymnasiums | | | | | | | | | | |
| 1109.2.1 | In assembly and mercantile occupancies, an acces- *sible* family or assisted—use toilet room shall be provided | | | | | | | | | | | |
| | where an aggregate of six or more male and female water closets is required | | | | | | | | | | | |
| | Fixtures located within family or assisted—use toilet and bathing rooms shall be included in the number of fixtures provided | | | | | | | | | | | |
| 2902.3.3 | In occupancies other than covered and open mall buildings, the required public and employee toilet facilities | | | | | | | | | | | |
| | shall be located not more than one story above or below the space required to be provided with toilet facilities | | | | | | | | | | | |
| | and the path of travel to such facilities shall not exceed a distance of **500 feet** | | | | | | | | | | | |
| | *(If events in rodeo grounds and Fair Office were not concurrent, these fixtures could serve the Arena Event load)* | | | | | | | | | | | |
| 2902.3.2 | Prohibited - Toilet rooms shall not open directly into a room used for the preparation of foodservice to the public | | | | | | | | | | | |
| 506.2 | Table Allows 38,000 sq ft Sprinklered Type IIB (Non Combustible) | | | | | | | | | | | |
| 5-5 | Frontage Increase Equation | | | 825 | Perimeter with 20 ft min open space surround | | | | | 30 | W | |
| | | | | 825 | Entire Perimeter | | | | | 30 | | |
| | | | 38,000 | 1 | -0.25 | **0.75** | 1 | | | 1 | | |
| | | | 28,500 | I | Frontage Increase | | | | | | | |
| | Total Area Allowed | | 66,500 | | | | | | | | | |
| Table 1006.3.2 | More than 1,000 occupants | | | minimum 4 exits | | | | | | | | |
| 1006.2.1.1 | Four exits or exit access doorways shall be provided from any space with an occupant load greater than 1,000 | | | | | | | | | | | |
| 1007.1.1 | paraphrase: Separation between (at least 2 of the) exits should be a minimum of 1/3 the building diagonal measurement | | | | | | | | | | | |
| | when a sprinkler system is present. [ In Heritage Arena case 300 ft approx diagonal /3 = 100 feet.] | | | | | | | | | | | |
| 1007.1.2 | When 3 or more exits are required... 2 shall comply with 1007.1.1. Additional Exits at a Reasonable Distance Apart | | | | | | | | | | | |
| 1005.3.2 | capacity in inches of means of egress with sprinkler system = occupants x .15 | | | | | | | | | | | |
| | [1920 occupants x .15 = 288 inches / 4 exits = 72 inches = 6 feet wide per doorway | | | | | | | | | | | |
| | 1920 | 0.15 | 288 | 4 | 72 | 12 | 6 | | | | | |
| 1005.5 | if one exit is blocked, 50% reduced capacity not allowed | | | | | | | | | | | |

**506.3.2 Minimum frontage distance.** To qualify for an area factor increase based on frontage, the public way or open space adjacent to the building perimeter shall have a minimum distance ($W$) of 20 feet (6096 mm) measured at right angles from the building face to any of the following:

1. The closest interior lot line.
2. The entire width of a street, alley or public way.
3. The exterior face of an adjacent building on the same property.

Where the value of $W$ is greater than 30 feet (9144 mm), a value of 30 feet (9144 mm) shall be used in calculating the building area increase based on frontage, regardless of the actual width of the public way or open space. Where the value of $W$ varies along the perimeter of the building, the calculation performed in accordance with Equation 5-5 shall be based on the weighted average calculated in accordance with Equation 5-4.

**506.3.3 Amount of increase.** The area factor increase based on frontage shall be determined in accordance with Equation 5-5:

$$I_f = [F/P - 0.25]W/30 \qquad \textbf{(Equation 5-5)}$$

where:

$I_f$ = Area factor increase due to frontage.

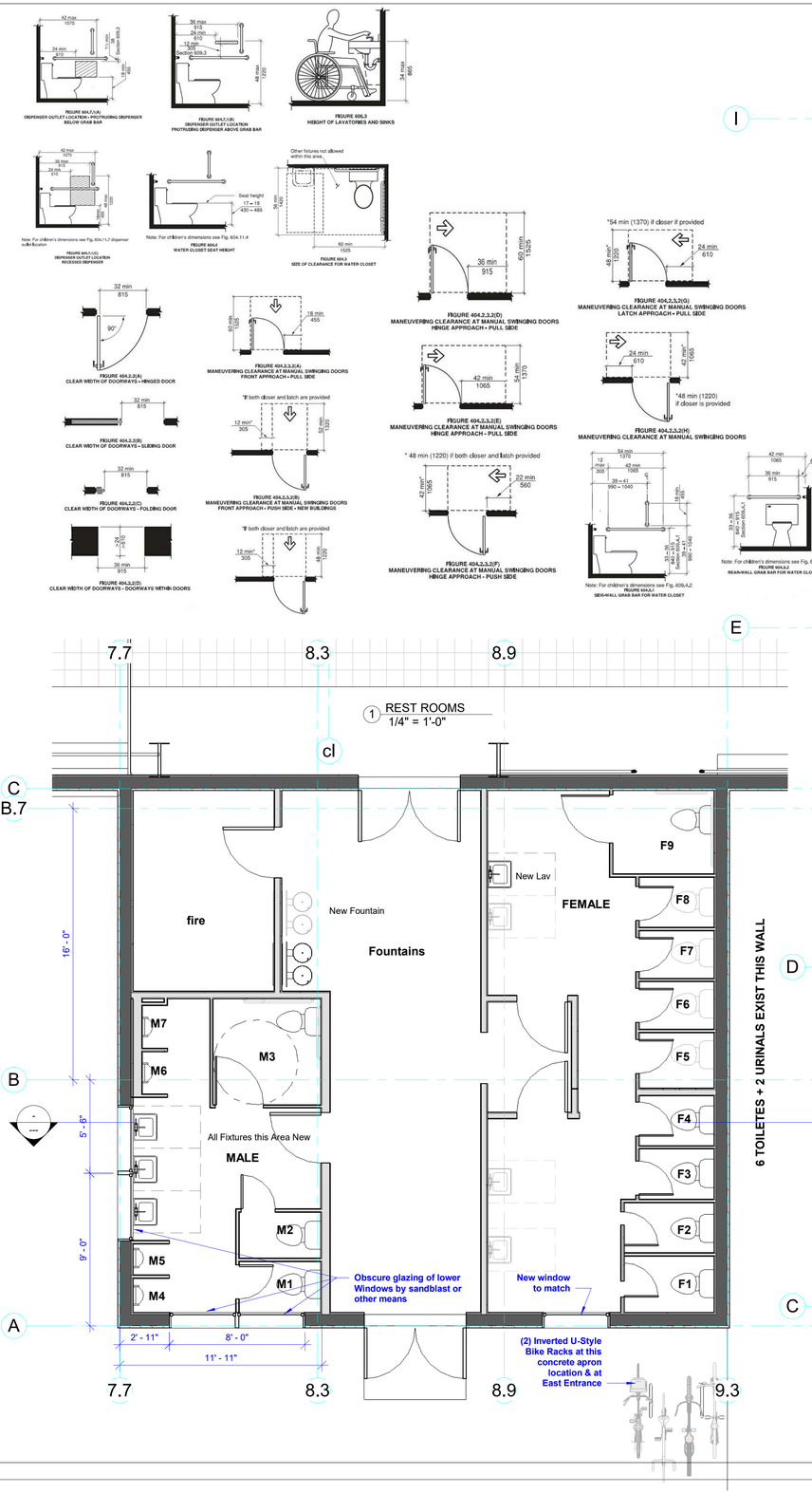
$F$ = Building perimeter that fronts on a *public way* or open space having minimum distance of 20 feet (6096 mm).

$P$ = Perimeter of entire building (feet).

$W$ = Width of *public way* or open space (feet) in accordance with Section 506.3.2.

TYPE IIB - NON RATED
Sprinklered Building NFPA 13

MIXED USE UTILITY **U**
and ASSEMBLY **A-3**
52,500 sq ft w/ eaves
Allowed 66,000 w Frontage Increase





AIA NCARB LEED AP
Box 2406 Jackson WY 83001
(307) 699-2454
Rachel@esteAm.design

ESTEAM ARCHITECTURE

BEHLEN
M4176 2005
COLUMBUS NEBRASKA

BRADLEY Engineering/Chartered
645 West 25th street
Idaho Falls, ID 83402
(208)523-2862
Jeremy@BradleyEngineering.com


# HERITAGE ARENA

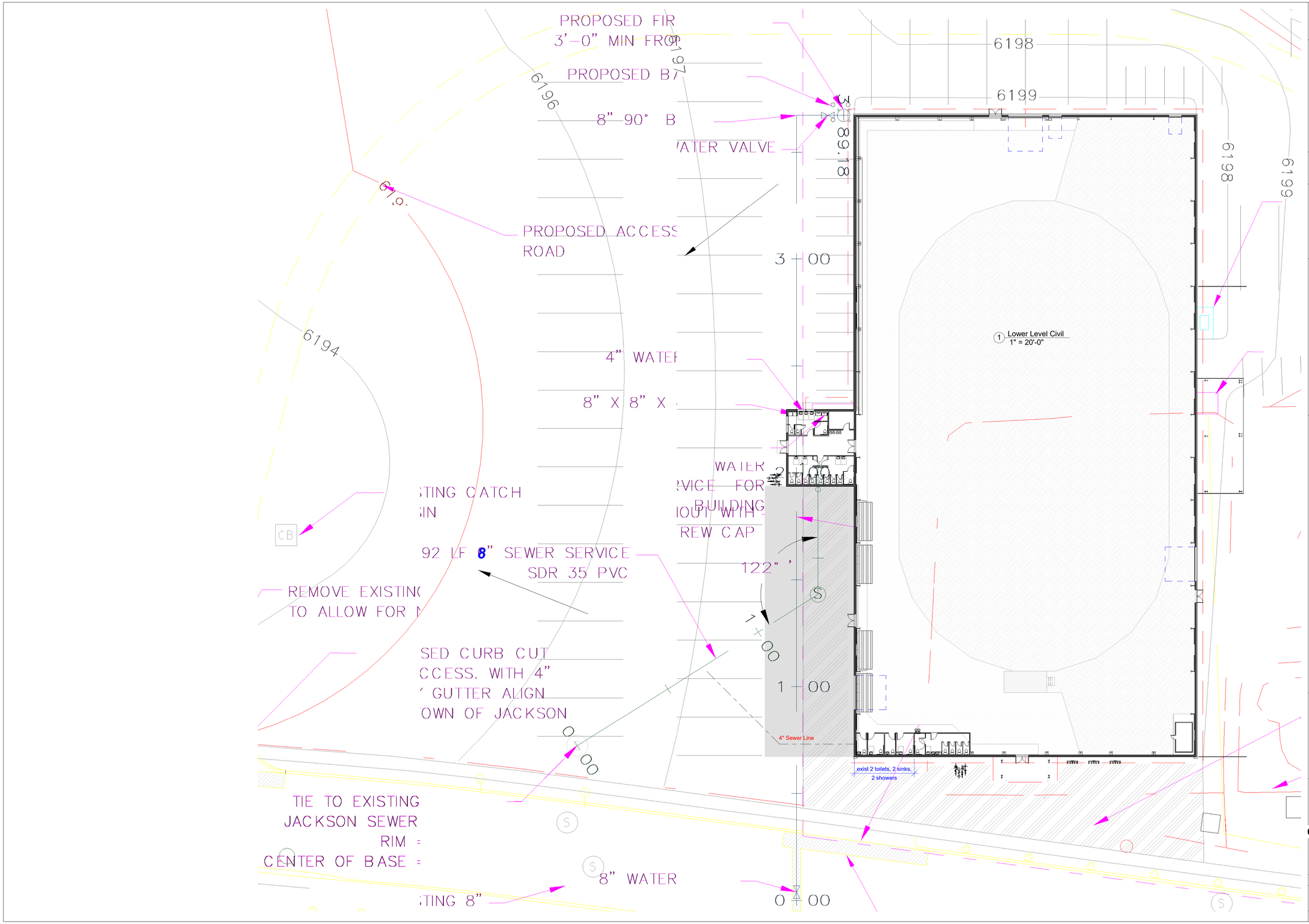
Snow King Ave Jackson Wy 83001

PROPOSED REST ROOMS

TETON COUNTY FAIR AND FAIRGROUNDS

**CONCEPT NOT FOR CONSTRUCTION**

| | |
|---|---|
| Date | Mar 16 2020 |
| | A102 |
| Scale | 1/4" = 1'-0" |

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# HERITAGE ARENA

Snow King Ave Jackson Wy 83001

Civil Overlay Scale Proposed Changes

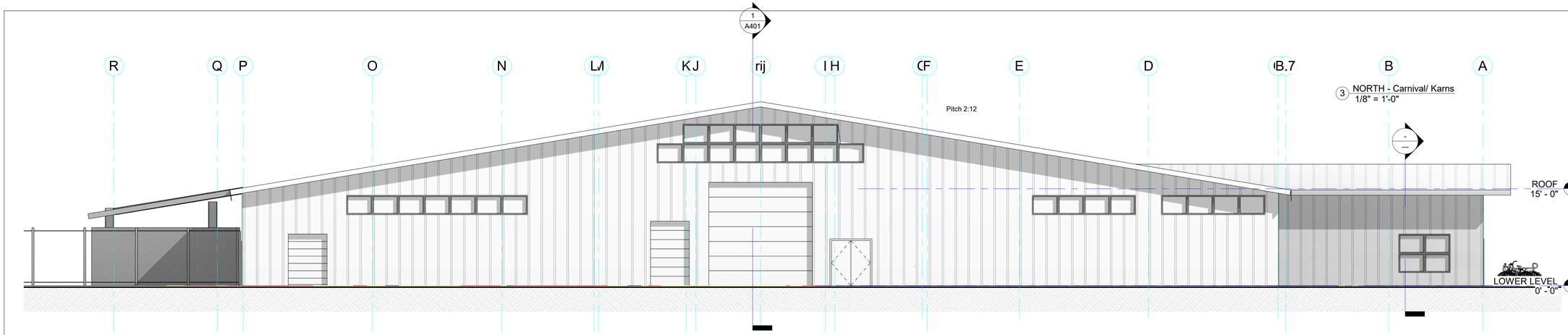
TETON COUNTY FAIR AND FAIRGROUNDS EST. 1906

CONCEPT
NOT FOR
CONSTRUCTION

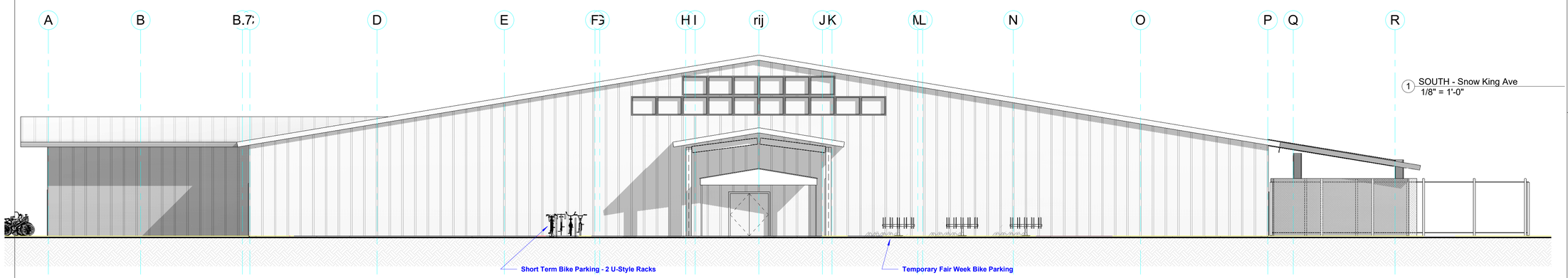
| | |
|---|---|
| Date | Mar 16 2020 |

A103

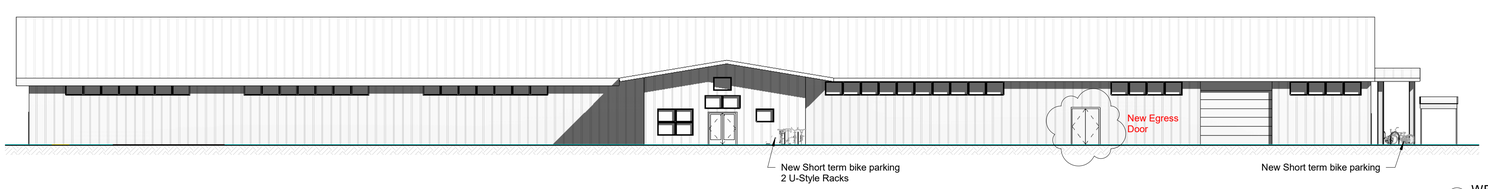
| | |
|---|---|
| Scale | 1" = 20'-0" |




3 NORTH - Carnival/ Karns
1/8" = 1'-0"

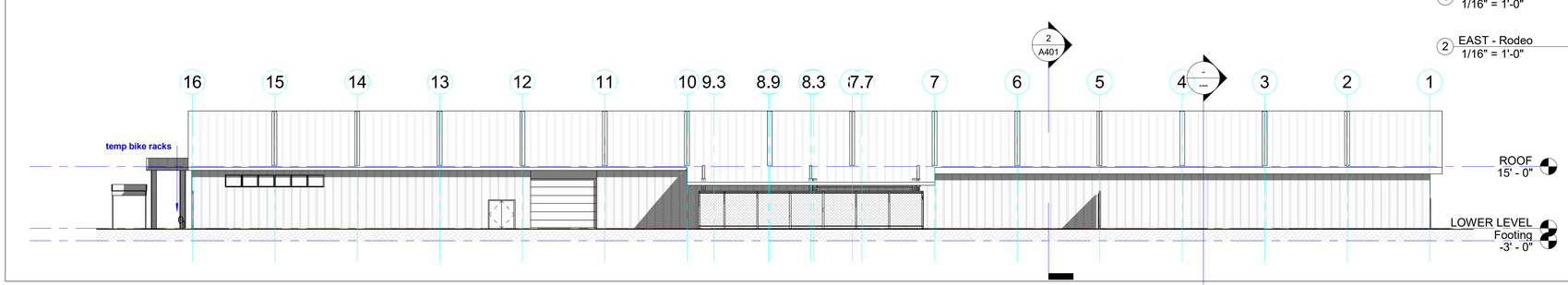



1 SOUTH - Snow King Ave
1/8" = 1'-0"




4 WEST - Flat Creek Drive
1/16" = 1'-0"

2 EAST - Rodeo
1/16" = 1'-0"

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# HERITAGE ARENA

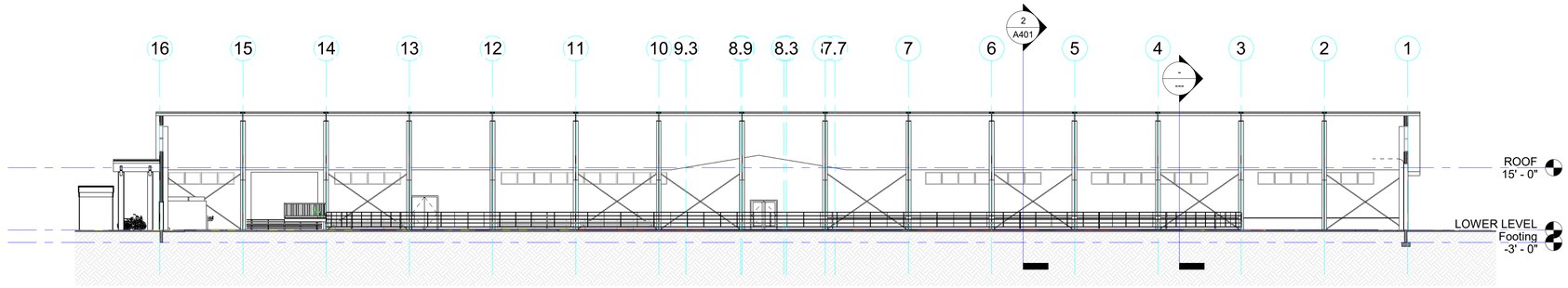
Snow King Ave Jackson Wy 83001

EXTERIOR ELEVATIONS

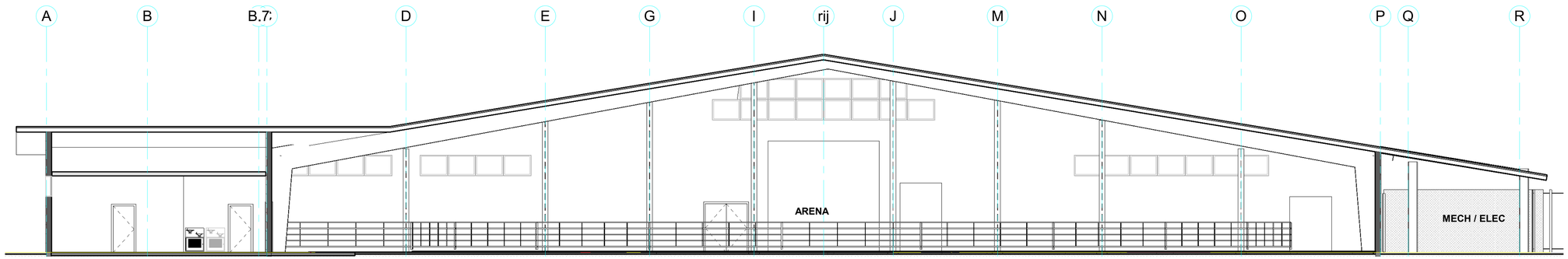
TETON COUNTY FAIR AND FAIRGROUNDS EST. 1956

**CONCEPT NOT FOR CONSTRUCTION**

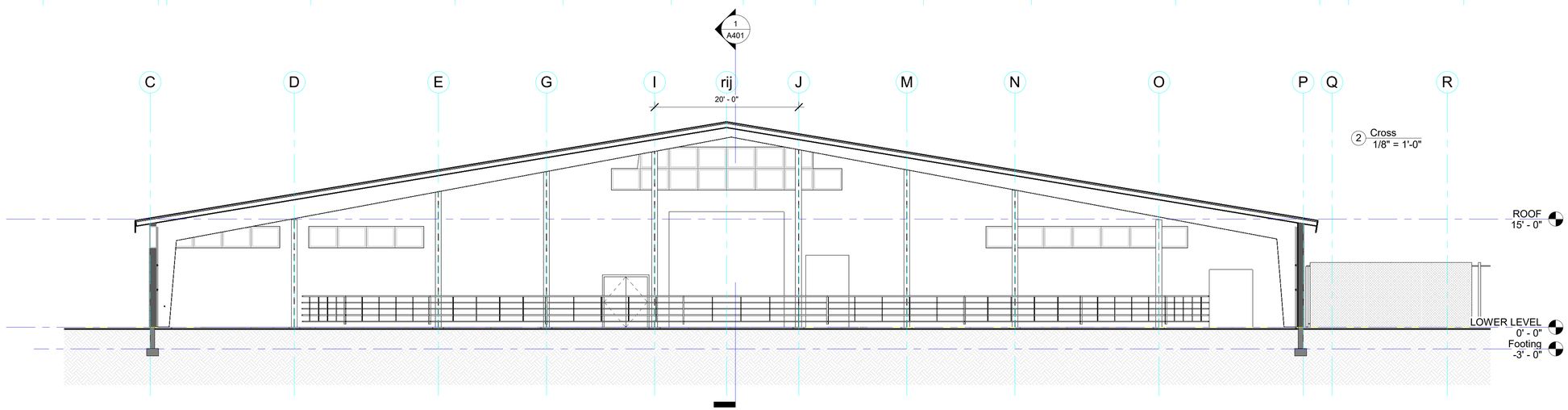
| | |
|---|---|
| Date | Mar 16 2020 |
| | A301 |
| Scale | As indicated |



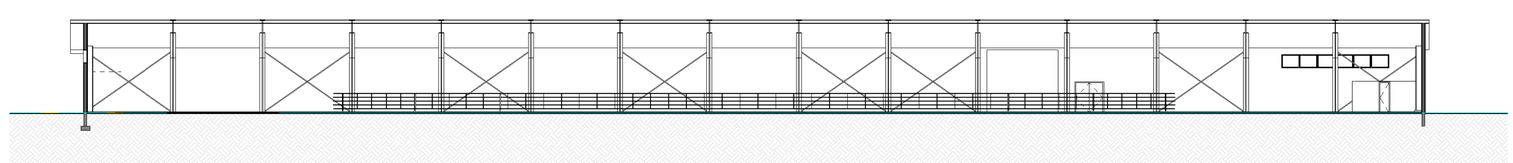

1 Long
1/16" = 1'-0"




3 Concession MEP
1/8" = 1'-0"




2 Cross
1/8" = 1'-0"



4 Interior Long
1/16" = 1'-0"

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# HERITAGE ARENA

Snow King Ave Jackson Wy 83001

SECTIONS

TETON COUNTY FAIR AND FAIRGROUNDS EST. 1956

**CONCEPT NOT FOR CONSTRUCTION**

| | |
|---|---|
| Date | Mar 16 2020 |
| A401 | |
| Scale | As indicated |

# Project Plan Review History

## PLANNING

| | | | | |
|---|---|---|---|---|
| **Project Number** | P20-058 | **Applied** | 3/20/2020 | STOL |
| **Project Name** | CUP - Heritage Arena | **Approved** | | |
| **Type** | CUP | **Closed** | | |
| **Subtype** | | **Expired** | | |
| **Status** | STAFF REVIEW | **Status** | | |

**Applicant** Teton County Fair Grounds **Owner** TOWN OF JACKSON

| Site Address | City | State | Zip |
|---|---|---|---|
| 305 W SNOW KING AVENUE | JACKSON | WY | 83001 |

| Subdivision | Parcel No | General Plan |
|---|---|---|
| | 22411633100024 | |

| Type of Review / Contact / Notes | Status | Dates: Sent | Due | Received | Remarks |
|---|---|---|---|---|---|
| Building<br>Kelly Sluder<br>(3/26/2020 8:58 AM KS)<br>Building is existing and the use will need to change. New restrooms must meet code and accessiblitiy requirements. | APPROVED W/CONDITI | 3/20/2020 | 4/10/2020 | 3/26/2020 | |
| Fire<br>Kathy Clay<br>(3/23/2020 11:47 AM CLAY)<br>Plans show an internal circled arena space. In the event there are >50 occupants within the arena, a second, remote exit must be unobstructed (no gates, etc) for occupants. If more than 300 occupants fill this space, a third unobstructed exit must be made avaliable. These exits must meet the signage and width requirements of the IFC. They may be manned, if needed. | APPROVED W/CONDITI | 3/20/2020 | 4/10/2020 | 3/23/2020 | See notes |
| Joint Housing Dept<br>Stacy Stoker<br>(4/9/2020 11:14 AM SAS)<br>The applicant has indicated that this application is exempt from a housing requirement. Since no housing units are required, the Housing Department has no comments | APPROVED | 3/20/2020 | 4/10/2020 | 4/9/2020 | See notes |
| Legal<br>Lea Colasuonno | | 3/20/2020 | 4/10/2020 | | |
| Parks and Rec<br>Steve Ashworth<br>(3/23/2020 12:09 PM STOL)<br>No comments from P&R regarding P20-058, 305 W Snow King Ave. Thanks.<br><br>Andy Erskine, CPSI | NO COMMENT | 3/20/2020 | 4/10/2020 | 3/23/2020 | |
| Pathways<br>Brian Schilling<br>(3/23/2020 8:17 AM STOL)<br>No comments from pathways.<br>Brian | NO COMMENT | 3/20/2020 | 4/10/2020 | 3/23/2020 | |
| Planning<br>Tyler Valentine<br>(5/15/2020 2:05 PM TV)<br>Please see staff report. | APPROVED W/CONDITI | 3/20/2020 | 4/10/2020 | 5/15/2020 | |

| Type of Review<br>Contact<br>Notes | Status | Dates<br>Sent | Due | Received | Remarks |
|---|---|---|---|---|---|
| Police<br>Todd Smith | | 3/20/2020 | 4/10/2020 | | |
| Public Works<br>Caitlin Barilec<br>(3/30/2020 11:19 AM CB)<br>CONDITIONAL USE PERMIT– APPROVED<br><br>P20-058<br>ADDRESS: 305 W Snow King Ave<br>OWNER: Town of Jackson<br>APPLICANT: Rachel Grimes- Teton County Fair & Fairgrounds Manager<br><br>3/30/2020<br>Caitlin Barilec, 733-3079<br><br>DATE OF SUBMITTAL: 03/20/2020<br>DATE OF MATERIALS: 03/13/2020<br>REVISION NO.: 0<br><br>The engineering division has reviewed your application for a CONDITIONAL USE PERMIT submitted on and with application materials as dated above.<br><br>NOTES FOR APPROVAL<br><br>1. At the time of building permit application additional sewer capacity charges may be considered along with the sizes of the water and sewer services which may need to be enlarged. | APPROVED | 3/20/2020 | 4/10/2020 | 3/30/2020 | see comments |
| START<br>Darren Brugmann<br>(3/23/2020 8:09 AM STOL)<br>No comments from START at this time. | NO COMMENT | 3/20/2020 | 4/10/2020 | 3/23/2020 | |

# TOWN OF JACKSON
## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT**: Public Works / Engineering **PRESENTER**: Brian Lenz, Town Engineer

**MEETING DATE:** June 15, 2020

**SUBJECT:** **P20-075 Development Agreement for 175 S Glenwood**

STATEMENT/PURPOSE

The purpose of this item is for Town Council to consider for approval a Development Agreement between the Town of Jackson and the Developer (Arts District Development, LLC) to satisfy a condition of their building permit approval.

BACKGROUND/ALTERNATIVES

A Development Plan (P18-156) was approved with conditions on August 20, 2018 for Phase II of the Millward + Simpson Planned Mixed Use District at 175 South Glenwood Avenue. Additional permits, easements, and other necessary actions and filings were taken throughout 2019. Encroachment Agreements for this development are included in the Consent Calendar items of this same Town Council Regular Meeting agenda. A Construction Management Plan review and coordination is included with the Manager's Report.

The development agreement provides for the bonding, acceptance, and conveyance of infrastructure located within the Town's Public rights-of-way including sidewalks, curb & gutter, stormwater inlets and piping, road reconstruction and paving that shall be conveyed to the Town and improvements elected by the Developer including permeable pavers, structural soil, and custom stamped concrete sidewalk. The agreement defines how improvements will be accepted and the means / timing for conveyance of any utilities that the Town will ultimately own and be responsible for maintaining, ownership and costs for items within the rights-of-way that will not be conveyed to the Town, and the amount of bonding and warranty to be provided.

For this development, the Town Council encouraged the developer to finish their streetscape between the curb and sidewalk with trees in grass and pavers at points of access from the street to the sidewalk. The Developer's landscape architect recommended using a type of soil known as "structural soil" that combines the strength of a typical base material with the air voids and permeability of typical soil. The purpose is to provide a healthy soil environment for the trees and grass to grow their roots while supporting the pavers. The permeable pavers allow stormwater to infiltrate the soils watering the roots and reducing stormwater runoff. While suitable and designed for the proposed uses, neither of these items comply with Town of Jackson construction standards. However, Public Works and Parks and Recreation have been reviewing them and considering them for other Town projects. Approval of their us was contingent on the Developer providing a Warranty Bond and owning, maintaining, and repairing the pavers and soils; the terms of which are provided for in this agreement.

NOTE ON THE AGREEMENT: At the time the staff report was delivered the Exhibits for the Agreement had not been finalized and are not included with the report. Providing the Exhibits is a condition of approval for the Agreement.

## COMPREHENSIVE PLAN ALIGNMENT

This project supports the Town Comprehensive Plan under the following:

**Common Value 2: Growth Management**

*Policy 4.1.b:* Emphasize a variety of housing types, including deed-restricted housing
*Policy 4.1.d:* Maintain Jackson as the economic center of the region
*Policy 4.2.c:* Create vibrant walkable mixed-use subareas
*Policy 4.2.f:* Maintain lodging as a key component in the downtown

**Common Value 3: Quality of Life**

*Policy 5.2.d:* Encourage deed-restricted rental units
*Policy 6.2.b:* Support businesses located in the community because of our lifestyle
*Policy 6.2.c:* Encourage local entrepreneurial opportunities
*Policy 6.3.a:* Ensure year-round economic viability
*Policy 7.1.c:* Increase the capacity for use of alternative transportation modes

## STAKEHOLDER ANALYSIS

Primary stakeholders are Town residents and visitors and adjacent property owners.

## FISCAL IMPACT

The impact to the Town budget is any additional regular maintenance, repair, and/or replacement of infrastructure constructed as part of the development that Town will own or maintain as indicated in the Development Agreement.

## STAFF IMPACT

Staff from Town Planning, Public Works/ Engineering, and Legal Departments have already spent time processing, preparing, and reviewing the Development Agreement. The future impact to staff is performing any additional tasks associated with infrastructure maintenance, repair, and/or replacement as indicated in the Development Agreement.

## LEGAL REVIEW

The Town Attorney's review is ongoing as needed.

## ATTACHMENTS

Development Agreement between Town of Jackson and Arts District Development, LLC.

## RECOMMENDATION

Staff recommends approving the Development Agreement between the Town of Jackson and property owner Arts District Development, LLC. for the Glenwood + Simpson Development at 175 South Glenwood Street upon approval by the Town Engineer and Town Attorney, subject to the following conditions of approval:

1. The Developer shall provide all Exhibits required by the Town to complete the Agreement.
2. The Developer shall provide all costs for the proposed improvements and the Financial Assurance

## SUGGESTED MOTION

I move that the Town Council approve the Development Agreement (P20-075) between the Town of Jackson and property owner Arts District Development, LLC for the Glenwood + Simpson Development at 175 South Glenwood Street subject to the recommended conditions of approval, and upon approval by the Town Engineer and Town Attorney authorize the Mayor to execute all necessary contract agreements.

# DEVELOPMENT AGREEMENT

**THIS DEVELOPMENTAGREEMENT** ("Agreement"), dated this _____ day of _____, 2020 ("Effective Date"), is entered into by and between Arts District Development, LLC, a Wyoming limited liability company whose address is PO Box 1569, Jackson, WY 83001 ("Developer"), and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming whose address is PO Box 1687, Jackson, WY 83001 ("Town").

**WHEREAS,** Developer is the owner in fee simple of that certain real property in Teton County, Wyoming, described as follows, the "Subject Property," the development of which will be referred to in this Agreement from time to time as either the "Glenwood + Simpson Project" or the "Development":

Street Address: 175 South Glenwood Street

Location: Lots 11 & 12 of Block 2 of the Second Wort Addition to the Town of Jackson, according to the plat recorded as Plat 129 in the office of the County Clerk of Teton County, Wyoming.

PIDN: 22-41-16-33-1-08-004

**WHEREAS**, Developer is subject to an Approved Master Plan of the Town of Jackson, Wyoming and the Affidavit and Agreement relating to a Planned Mixed Use Development Master Plan pursuant to Ordinance No. 680, Section 2325 recorded in the Land Records of Teton County as Document no. 583871 at Book 480, Pages 638-760 and filed on December 3, 2002, and THAT on April 8, 2013 the Jackson Town Council, pursuant to Sub-Section C.2.f. of said now repealed Section 2325 of the Town of Jackson Land Development Regulations, approved an extension of the Millward and Simpson Planned Mixed-Use Development Master Plan, which extension was memorialized in that instrument titled "AFFIDAVIT AND AGREEMENT RELATING TO EXTENSION AND AMENDMENT OF A PLANNED MIXED USE DEVELOPMENT MASTER PLAN" of record in the Office to the Clerk of Teton County, Wyoming in Book 849 of Photo, pages 640-645, and that instrument titled "AFFIDAVIT AND AGREEMENT RELATING TO THE 1st AMENDMENT OF THE MILLWARD AND SIMPSON PLANNED MIXED USE DEVELOPMENT MASTER PLAN" of record in the Office to the Clerk of Teton County, Wyoming in Book 919 of Photo, pages 406-451, as amended; and

**WHEREAS**, Developer submitted a Final Development Plan, P18-156, for Phase II of the Glenwood + Simpson Planned Mixed Use Development, a new building consisting of four commercial spaces, eleven short-term rental lodging units, three employee housing units, underground parking, improvements to the right-of-way, all of which was approved by the Jackson Town Council on August 20, 2018 (the "Final Development Plan"); and

**WHEREAS**, Developer, per the Final Development Plan, is required to construct certain improvements within the public rights-of-way known as South Glenwood Street and Simpson Avenue including sidewalks, curb & gutter, stormwater inlets and piping, road reconstruction and paving that shall be conveyed to the Town and the Glenwood + Simpson Infrastructure as defined herein (the "Phase II Improvements"), all of which are set forth in **Exhibit A,** by this reference made a part hereof; and

**WHEREAS,** Condition 13.b of the Building Permit B19-0323 approval provides that prior to construction of the Phase II improvements, Developer shall enter into a Development Agreement in order to finalize and clarify the responsibilities of the Developer and Town with regard to the construction, ownership and

maintenance of sidewalks, landscaping, irrigation, permeable pavers, structural soils, stamped concrete, canopy lighting, and like improvements within the right-of-way, all as more specifically set forth herein; and

**WHEREAS,** the Town of Jackson and Developer desire to enter into this Agreement to memorialize their understanding regarding the Glenwood + Simpson Project.

**NOW, THEREFORE, IT IS HEREBY AGREED** that for and in consideration of the aforesaid Recitals, made a part of this Agreement, the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Developer on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

1. ACKNOWLEDGMENT OF TOWN'S RIGHTS

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

2. DEVELOPER TO COMPLY

Developer shall comply with all local, state and federal laws, ordinances, permits, approvals and regulations, specifically including all requirements contained in Town of Jackson Land Development Regulations Section 7.2.2.A.1 (pertaining to Subdivision Improvements) and Section 8.2.11 (pertaining to Performance Bonds and Guarantees); the Town of Jackson Municipal Code; the Final Development Plan, as amended; and Building Permit (B19-0323) (the "Building Permit"), as amended; and the requirements of the Jackson Town Council.

All Phase II Improvements shall be constructed in compliance with Town of Jackson Construction Standards, the Wyoming Department of Environmental Quality Rules and Regulations, Wyoming Public Works Standards and Specifications, and the approved plans and specifications, (collectively, the "Glenwood + Simpson Construction Standards"). It is hereby understood and agreed by the Parties that the applicable rules, regulations and standards aforementioned shall be those in effect at the time the Building Permit is issued.

3. DEVELOPMENT PLAN REQUIREMENTS INCORPORATED

The requirements of the Town Council, as set forth in its approval of the Final Development Plan, are hereby incorporated herein by this reference as though fully set forth herein. Development and use of all land within the Subject Property is limited to that recognized by the Land Development Regulations of the Town of Jackson, as they may be amended from time to time, and the Final Development Plan.

4. APPROVED BUILDING PERMIT PLANS AND SPECIFICATIONS INCORPORATED

Building Permit plans and specifications, as approved by the Town and maintained on file in the office of the Town Planning and Building Departments, and any revision of said Building Permit plans and specifications approved by the Town, hereby incorporated herein by reference as though fully set forth. All public improvement work required by Developer under this Agreement shall be in accordance with said Building Permit plans and specifications. A copy of said plans and specifications including revisions shall be kept on-site by the Developer's contractor.

5. GLENWOOD + SIMPSON INFRASTRUCTURE

Developer is required to construct improvements, generally described as the landscaped (plantings and pavers) areas within the rights-of-way bordering the Development and the relocation of an existing Centurylink pedestal. Developer has elected to construct with permeable pavers, structural soil, and a custom stamped concrete area within the rights-of-way (collectively the "Glenwood + Simpson Infrastructure"), as specifically shown on **Exhibit B,** attached hereto and by this reference incorporated herein. The following make up the Glenwood + Simpson Infrastructure:

A. LANDSCAPING: Generally described as trees within grass strips and structural soil, all as set forth in Exhibit B, ("Landscaping").
   i. Installation: Developer must install Landscaping as set forth in the approved Final Development Plan and Building Permit.
   ii. Cost: The initial installation of the Landscaping and the perpetual maintenance of the Landscaping will be at no cost to the Town.
   iii. Maintenance: The upkeep and maintenance of the Landscaping is the responsibility of the Developer. Maintenance of the Landscaping includes, but is not limited to, the irrigation system; the watering of; the planting and, as needed to maintain the standards set forth herein, the replanting of plants/trees; the upkeep of bedding and border materials; and all aspects of the original project in an attractive, presentable, and safe status consistent with Town levels of maintenance and upkeep.
   iv. Ownership: The Developer shall own the Landscaping. Town reserves the right to assume ownership of the Landscaping by amending this Agreement, in accordance with the procedure prescribed in this Agreement, and Developer agrees to cooperate in executing the necessary amendment hereto. No reimbursement for cost set forth above in Section 5(A)(ii) shall be provided by the Town if it assumes ownership.

B. PAVERS: Generally described as permeable pavers over structural soil, all as set forth in Exhibit B, ("Pavers").
   i. Installation: Developer must install Pavers as set forth in the approved Final Development Plan and Building Permit.
   ii. Cost: The initial installation of the Pavers and the perpetual maintenance of the Pavers will be at no cost to the Town.
   iii. Maintenance: The upkeep and maintenance of the Pavers is the responsibility of the Developer. Maintenance of the Pavers includes, but is not limited to, bedding material, structural soils, border material and all aspects of the original Paver installation in an attractive, presentable, and safe condition consistent with Town levels of maintenance and upkeep.
   iv. Ownership: The Developer shall own the Pavers. Town reserves the right to assume ownership of the Pavers by amending this Agreement, in accordance with the procedure provided in this Agreement, and Developer agrees to cooperate in executing the necessary amendment hereto. No reimbursement for cost set forth above in Section 6(B)(ii) shall be provided by the Town if it assumes ownership.
   v. Paver Replacement: If at the sole discretion of the Town, the Pavers are unable to be maintained in a safe condition consistent with Town levels of maintenance, the

Developer shall remove the Pavers and install base and paver materials that meet Town Standards at no cost to the Town.

C. CUSTOM CONCRETE SIDEWALK: Generally described as the stamped and colored concrete constituting the sidewalk located at the corner of Glenwood and Simpson at the entrance to the Development, all as set forth in Exhibit B "Custom Concrete Sidewalk").
   i. Installation: Developer may install a Custom Concrete Sidewalk.
   ii. Cost: The initial installation of the Custom Concrete Sidewalk will be at no cost to the Town.
   iii. Maintenance: The upkeep and maintenance of the Custom Concrete sidewalk is the responsibility of the Town.
   iv. Ownership: After acceptance pursuant to this Agreement, the Town shall own the Custom Concrete Sidewalk.
   v. Custom Concrete Sidewalk Repair and/or Replacement: If the Custom Concrete Sidewalk that is constructed under this Agreement needs to be repaired and/or replaced, the Town will repair and/or replace said Custom Concrete Sidewalk only to the level of the Town of Jackson Construction Standards. If Developer desires to repair or replace the Custom Concrete Sidewalk, as constructed and set forth in accordance the Building Permit, Developer shall pay all costs associated with said repair or replacement of custom concrete. If the Town will repair and/or replace the Custom Concrete Sidewalk it will provide Developer notice thereof.

D. CENTURYLINK PEDESTAL RELOCATION: Generally described as the removal of a major CenturyLink pedestal that encroaches on the Glenwood sidewalk at the north end of the Development and the and relocation thereof, all as set forth in the Building Permit ("Centurylink Pedestal Relocation"). The Developer is required to move it to a location on the Subject Property.
   i. Removal: Developer must remove the Centurylink Pedestal from the Town of Jackson right-of-way.
   ii. Cost: The Centurylink Pedestal will be removed from the Town of Jackson right-of-way and all necessary easements will be recorded at no cost to the Town.
   iii. Maintenance: No maintenance is required after removal of the Centurylink Pedestal.
   iv. Ownership: Centurylink shall own the utilities and Developer will grant and record any necessary easements.

E. UNDERGROUND ELECTRICAL POWER, TELEPHONE, CABLE TELEVISION, AND GAS FACILITIES: All electrical power, communication, and gas facilities within the Subject Property shall be installed underground, except i) above-ground facilities necessary to serve underground facilities, ii) other installation(s) of peripheral overhead electrical transmission and distribution feeder lines, or iii) other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines. Developer understands and agrees that any and all said facilities that are to be constructed within or under any street shall be in place prior to the construction of the surface improvements. Developer affirms that the public and private utility companies providing the said services and facilities to and within the Subject Property have been directly consulted by Developer through its officers, agents, or employees and that Developer is informed as to the

approximate cost to Developer of the provision and installation of said facilities and services underground and that the requirements for said facilities have been considered in the preparation of the Phase II Improvements.

6. FINANCIAL ASSURANCE

The Phase II Improvements required by this Agreement, as estimated by a professional engineer licensed in the State of Wyoming or by a contractor licensed in the Town of Jackson on behalf of the Developer, and as approved by the Town Engineer, is attached hereto as **Exhibit C** and by this reference made a part hereof. Developer has deposited with the Town, contemporaneously upon mutual execution of this Agreement, an irrevocable letter of credit, performance and payment bond, or funds in escrow, or some combination of the foregoing, or other equivalent financial assurance or commitment approved by the Town Council. Such Financial Assurance is in the amount of one hundred and twenty-five percent (125%) of the amount set forth in Exhibit C (the "Financial Assurance") and such Financial Assurance amount shall be released as portions of the work are completed and reasonably approved for release by the Town Engineer pursuant to the Agreement and as provided in Section 8.2.11.G of the Land Development Regulations for the Town of Jackson, Wyoming. Improvements shall be engineered, designed, constructed, and installed solely at Developer's own cost.

7. TIMING FOR POSTING OF FINANCIAL ASSURANCE AND CONTINUATION OF CONSTRUCTION

The Town acknowledges receipt of adequate Financial Assurance to secure Developer's completion of the Phase II Improvements as referenced in the Recitals and including the Glenwood + Simpson Infrastructure as referenced in Section 4 above.

8. TIME FOR COMPLETION:

Developer agrees to install all Phase II Improvements as required pursuant to this Agreement and further agrees that all such work for all Phase II Improvements shall be fully completed within twenty-four (24) months following the issuance of a Building Permit for the construction of said Phase II Improvements. Notwithstanding the foregoing, upon written request of Developer made to the Town and is extended pursuant to the Jackson Municipal Code and Land Development Regulations.

9. DEVELOPMENT COORDINATION:

The contact person representing the Town shall be the Town Engineer who shall have general responsibility for coordinating development of the Phase II Improvements required herein. Developer shall notify the Town Engineer when the Phase II Improvements shall be installed. Permits for work in the right-of-way may be required.

The contact person representing the Developer shall be _____, the Owner's Representative, who shall have general responsibility for coordinating development of the Phase II Improvements required herein.

Developer, its contractor, or subcontractors, shall notify the Town Engineer when Phase II Improvements shall be installed, when testing is to occur, for interpretation of the approved plans and specifications, when material discrepancies are observed, and at any other time deemed necessary in the reasonable judgment of the Developer.

The foregoing contacts and/or contact information may be changed or updated by either the Town or the Developer upon written notice to the other party hereto.

10. PERFORMANCE TESTING AND INSPECTION:

Developer shall be responsible for obtaining all required Town permitting and abiding by the conditions set forth within same, the provisions of the Land Development Regulations, Jackson Municipal Code and the Glenwood + Simpson Construction Standards. Developer shall be required to complete all construction work and necessary performance tests on installed Phase II Infrastructure prior to acceptance by the Town, provided that Town shall administer acceptance of such installed Phase II Improvements consistent with the provisions of the Land Development Regulations, Jackson Municipal Code and the Glenwood + Simpson Construction Standards.

Developer shall be required to retain a Town approved, in its reasonable discretion, State of Wyoming licensed engineer to perform and/or monitor all construction and testing required per the Glenwood + Simpson Construction Standards. The Town hereby approves Y2 Consulting to serve in such role. Testing shall include but is not limited to pressure testing, disinfection, water quality testing, leak testing, video inspection, moisture and density compaction testing, concrete testing, amongst other things.

The Developer's engineer shall be responsible for the preparation of daily inspection reports and test results, including when requested and as construction milestones are reached (e.g., pressure testing and the like) as provided for in the Glenwood + Simpson Construction Standards, and such information shall be submitted to the Town Engineer as requested but prior to final engineering approval.

Developer shall notify the Town Engineer at least two (2) business days prior to the commencement of any performance test, placement of pavement, or placement of concrete such that a representative of the Town can be present at the test or placement. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction.

11. RELEASE OF FINANCIAL ASSURANCE:

As improvements are completed, the Developer may submit a written request to the Town Engineer for a release of part or all of the Financial Assurance as set forth in **Exhibit C** attached hereto. Upon inspection and approval, the Town Engineer shall release the requested amount or a percentage of the requested amount of the Financial Assurance upon the terms and conditions set forth in this Agreement, and including as provided in Section 8.2.11.G of the Land Development Regulations for the Town of Jackson, Wyoming. If the Town Engineer determines that any of the improvements are not constructed in substantial compliance with approved plans and specifications and/or further construction may damage completed infrastructure, the Town Engineer shall furnish the Developer a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure acceptance at the completion of all construction related activities. If the Town Engineer reasonably determines that the Developer has not constructed any or all of the improvements in accordance with Glenwood + Simpson Construction Standards and/or requirements, the Town Engineer shall draw and expend from the Financial Assurance such funds as may be necessary to construct the improvements in accordance with the approved plans and specifications and/or requirements. Release of the Security does not constitute certification of compliance with the Glenwood + Simpson Construction Standards or any applicable code or other requirement or a release of the responsibility of the Developer.

12. ACCEPTANCE:

The Town agrees to accept the Phase II Improvements only upon acceptable completion thereof as set forth in the Building Permit, the satisfactory testing and inspection of said Phase II Improvements as set forth in this Agreement, and the satisfaction of the acceptance criteria set forth in this Agreement.

Prior to acceptance, the Town shall not have any responsibility with respect to any street, utility, or other improvement constructed by Developer, nor shall the Town exercise any control over the Phase II Improvements until accepted, notwithstanding the use of the same by the public or in the case of an emergency.

Criteria for acceptance by the Town:

A. *Request for acceptance*. Upon completion of the Phase II Improvements in accordance with the Glenwood + Simpson Construction Standards, the Building Permit, and the Development Plan, the Developer may request acceptance by the Town in the form of a final engineering inspection for the Building Permit prior to issuance of the certificate of occupancy. The request for acceptance shall include all outstanding submittals required by this Agreement, the Building Permit, and the Development Plan for review.

B. *Submittals*. Prior to acceptance of any Phase II Improvements, the following must be submitted to the Town Engineer for approval, in their reasonable judgment:

    i. Legally recorded documents of all easements and those easements to be recorded at acceptance; and

    ii. A certification that, except as hereinafter provided, there are no outstanding judgements, liens, or encumbrances on the Phase II Improvements, on any infrastructure including all appurtenances, or on land upon which the Improvements are located; provided that if there is a construction mortgage on the Phase II Improvements or infrastructure, then the Developer will obtain the mortgagee's consent to such transfer and/or subordination agreements with respect to any utility easements related thereto; and provided further that in the event Developer is in good-faith disputing the scope or validity of any liens arising out the work associated with construction of such Improvements, Developer shall be permitted to continue such dispute on the condition that it provides the Town with reasonably acceptable security or assurance against loss of such Improvements based upon resolution of such dispute; and provided further that the lien of accrued real property taxes not yet delinquent shall not be deemed to violate this provision, the same remaining Developer's obligation to pay when due following acceptance; and

    iii. Field-verified survey record drawings and specifications of the Phase II Improvements being transferred in accordance with the following:

        a. Record drawings shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the Phase II Improvements and property boundaries, GIS Shape files, and in any other format reasonably deemed suitable by the Town Engineer; and

        b. Record drawings shall show all Phase II Improvements constructed including but not limited to, easements, water valves, fire hydrants, water service

locations, storage tanks, pump stations, PRV vaults, sewer service locations, manholes, manhole rim and invert elevations, lift stations, streets, drainage, sidewalks, and any other relevant facilities; and

c. The surveyor, date of survey, coordinate system and datum used for the project shall be noted on the plans. Two permanent benchmarks with coordinates, elevations, and ties to a nearby public lands survey monument; and

d. Each sheet of the plans shall be noted as a RECORD DRAWING; and

e. Certification. A certification by the project engineer shall appear in substantially the form below on the face of the record drawings; and

*RECORD PLANS CERTIFICATE:*

*These record plans were prepared under my direct supervision and control and are an accurate representation of the public improvements shown hereon as they were constructed. The improvements as installed conform to the requirements of the Wyoming Department of Environmental Quality, the Town of Jackson, and other applicable agencies. Where the improvements were constructed in a different manner, form, type, alignment, location, or material than as originally approved, they have been so noted. (Engineer's Signature) (Engineer's Name, Printed) (Date) (Wyoming P.E. No) or signed and dated stamp.*

iv. Operation, maintenance, and parts manuals; motor plate information, serial numbers, etc. for all electrical and mechanical equipment included in the Phase II Improvements, submitted in the quantity and format reasonably deemed suitable by the Town Engineer; and

v. Submittal of all final inspection and testing reports as set forth in the Glenwood + Simpson Construction Standards; and

vi. A digital copy of the sewer main video inspections and reports (if applicable); and

vii. A warranty bond as specified in this Agreement; and

viii. Certified statement of the cost of the Phase II Improvements; and

ix. Copy of the DEQ permit to Construct and Certificate of Completion.

C. *Final inspection*. Upon receipt of a written request for acceptance from the Developer, the Town Engineer, and other appropriate government agencies, within thirty (30) days will conduct a final inspection of the Phase II Improvements. The Town Engineer will furnish a written list of any deficiencies noted, including a reasonably detailed description of such deficiencies to enable Developer to correct the same. The Town Engineer will base the inspection on compliance with the Glenwood + Simpson Construction Standards, the Building Permit, and the Development Plan, as required by the Town of Jackson Land Development Regulations and the Jackson Municipal Code.

D. *Acceptance and Conveyance*. Upon (1) satisfactory completion of all construction and correction of any deficiencies noted in the final inspection, (2) compliance with the Glenwood + Simpson Construction Standards, the Building Permit, and the Development Plan, as each may be amended,

and all other standards and procedures set forth in this Agreement, all as certified by a Town-approved engineer licensed in the State of Wyoming, and (3) approval by the Town Engineer, and other appropriate government agencies, the Developer shall thereafter:

i. Convey to the Town the Phase II Improvements, and

ii. As necessary grant easements to the Town and/or utility companies on terms and conditions mutually acceptable to Developer and the Town and/or utility in the actual locations of the said utility improvements and infrastructure as located by a final survey thereof.

Acceptance will be final, and the Phase II Improvements will be conveyed to the Town upon approval of the Final Engineering inspection by the Town.

E. *Responsibility to maintain*. Upon acceptance by the Town, responsibility for the Phase II Improvements and Glenwood + Simpson Infrastructure shall be assumed by the appropriate Party as set forth in this Agreement; provided however that the Developer or the contractor constructing the Improvements on behalf of the Developer, shall be subject to a warranty from the time of acceptance by the Town in accordance with this Agreement.

13. WARRANTY:

All Phase II Improvements required pursuant to this Agreement shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of two (2) years from the date of Certificate of Occupancy, which shall be for the benefit of the Town and this obligation shall survive any release of Financial Assurance by the Town ("Warranty Bond"). The Developer shall post the Warranty Bond to secure the warranties equal to one hundred and twenty-five percent (125%) of the total estimated cost of construction of the Phase II Improvements.

14. INSURANCE AND INDEMNIFICATION:

Developer agrees to carry a comprehensive general liability policy with minimum limits of $1,000,000 for each occurrence and $2,000,000 annual aggregate for bodily injury, and $1,000,000 for each occurrence and $2,000,000 annual aggregate for property damage, or a combined single limit policy with minimum limits of $1,000,000 for each occurrence and $2,000,000 annual aggregate which includes coverage for manufacturer and contractors, independent contractors, products, completed operations, and personal injury. Developer also agrees to name the Town as an additional named insured and a certificate of insurance covering these items shall be filed with the Town Engineer within five (5) business days of the Effective Date of this Agreement.

Developers, and its successors in interest and assigns, shall defend, hold harmless and indemnify the Town, and its respective elected officials, officers, agents, and employees (each an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against any and all claims, loss, damage, injury, actions, causes of action and liability of every kind and nature (including the fees and costs of counsel) incurred by or asserted against any Indemnified Party/ies in connection with, arising out of, in response to, whether directly or indirectly, the construction, use, and/or maintenance of the Glenwood + Simpson Infrastructure, and of or from any of Developer's operations and activities thereon or connected thereto. Notwithstanding

the foregoing, this Section shall not be construed to and shall not impose an obligation to indemnify and save harmless the Town or any of its elected officials, officers, agents or employees from any claim, loss, damage, liability or expense arising from any gross negligence by the same. The Town will give the Developer notice of any claims against it arising from or related to such Glenwood + Simpson Infrastructure and the Developer will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the Town, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Town in relation to such claims under the Wyoming law. This Section shall survive termination.

15. NOTICES

Any notice or communication required or permitted herein shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town: Town of Jackson
Attention: Town Engineer
P.O. Box 1687
Jackson, WY 83001

Developer: _____
_____
_____

Either party, upon written notification sent via United States Mail, return receipt requested, may change mailing addresses and contact information.

16. BINDING EFFECT OF AGREEMENT; MODIFICATIONS

This Agreement shall be recorded in the Teton County Clerk's Office at the sole expense of Developer and run with the land, and shall inure to the benefit of and be binding upon the successors and assigns of the Parties. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

17. TITLE AND AUTHORITY

Developer warrants to the Town that it is the record owner of the Subject Property upon which the development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants having full power and authority to enter into this Agreement.

18. SEVERABILITY

This Agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement is held to be in violation of Town, state or federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such

offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

19. NO THIRD-PARTY BENEFICIARY

This Agreement is made solely and specifically among and for the benefit of the Parties, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

20. HEADINGS

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

21. RECORDING

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

22. GOVERNING LAW AND FORUM

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

23. COUNTERPARTS

This Agreement may be signed in separate counterparts which will be treated as one Agreement.

24. GOVERNMENTAL IMMUNITY

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

25. ENTIRE AGREEMENT:

The parties intend this statement of their Agreement, specifically including the Recitals, to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature.

*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]*

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

_____
Pete Muldoon, Mayor

ATTEST:

_____
Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING )
)ss.
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Pete Muldoon, as the Mayor of the Town of Jackson, Wyoming, and by Sandra P. Birdyshaw, as the Town Clerk of the Town of Jackson, Wyoming, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this ____ day of _____, _____.

WITNESS my hand and official seal.

_____
Notary Public
My commission expires:

ARTS DISTRICT DEVELOPMENT, LLC
a limited liability company
of the State of Wyoming

_____
By: _____
Its: _____

STATE OF WYOMING )
)ss.
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by _____, as _____ of _____, Wyoming, who is personally known to me or has established their identity and authority to me by reasonable proof, this ____ day of _____, _____.

WITNESS my hand and official seal.

_____
Notary Public
My commission expires:

Exhibit A

Exhibit B

Exhibit C

# TOWN OF JACKSON
# TOWN COUNCIL
## AGENDA DOCUMENTATION

**PREPARATION DATE: June 11, 2020**
**MEETING DATE: June 15, 2020**

**SUBMITTING DEPARTMENT: Community Development**
**DEPARTMENT DIRECTOR: Tyler Sinclair**
**PRESENTER: Tyler Sinclair**

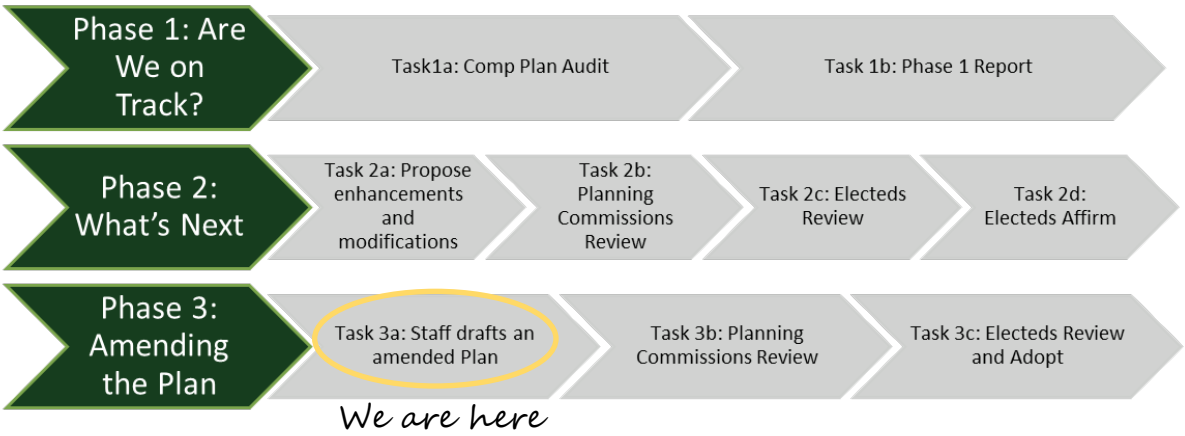
**SUBJECT:** Draft Update to the 2012 Jackson/Teton County Comprehensive Plan: Project Status and Next Steps (P19-129)

## PURPOSE/REQUESTED ACTION

The purpose of this item is to review the project status of the Comp Plan Update, provide an opportunity for the Town Council to amend their most recent motion on the project, and discuss Town priorities for moving forward.

## BACKGROUND

This project began in May 2019, was prompted by the Growth Management Program threshold for community growth, and is shared jointly between the Town of Jackson and Teton County. We are in the third and final phase of the Update to the 2012 Jackson/Teton County Comprehensive Plan with the goal of joint adoption of an updated Plan that recognizes the community's successes since 2012 and enhances our goals for the future.




Planning Staff and the consultant group for this project drafted an updated Plan based on community, stakeholder, Planning Commissions, Town Council and Board of County Commissioners direction provided in the first two phases of the project. The draft prepared by Planning Staff was released on March 20, 2020. In response to public meeting limitations due to COVID-19, the schedule for this project was revised to allow for a defined 45-day public comment period on the draft and an opportunity for Town Council and Board of County Commissioners to make edits to the draft prior to the public review period. The Town Council and County Commissioners met jointly on May 4, May 18, and May 26, 2020 to discuss potential edits to be made, as applicants, to the draft prior to the public review period. On May 26, 2020, the Town Council passed the following motion in a 4-1 vote with Councilman Schechter opposed:

*A motion on behalf of the Town was made by Councilwoman Morton Levinson and seconded by Councilman Jorgensen to begin the public comment period of the Proposed Amendments to the 2012 Jackson/Teton County Comprehensive Plan on June 3, 2020, to direct staff to advertise in the official newspaper of the town our intent*

*to adopt amendments to the 2012 Jackson/Teton County Comprehensive Plan, to set a July 13, 2020 hearing date before the Jackson Planning Commission and an August 3, 2020 hearing date before the Town Council with the following changes to the proposed amendments to the 2012 Jackson/Teton County Comprehensive Plan directed at this meeting:*

1. *Edit the draft to replace Subarea 5.6 with the text provided in the redline included in the May 18, 2020 Staff Report with the following sentence removed: "An exception to the neighborhood plan requirement is the allowance for development when associated with provision of meaningful permanent open space by clustering development into the subarea from a Conservation or Preservation Subarea."*
2. *Edit the draft to split Strategy 3.3.s.5 into two separate Strategies with one on Northern South Park and on the Fairgrounds site.*
3. *Add a Strategy to identify locations in the County that may be appropriate for higher residential density to meet community-wide workforce housing goals.*

The same motion failed a County Commission vote. However, at their June 2, 2020 regular meeting, the Board of County Commissioners approved the following motion:

*I move to begin the public comment period pursuant to Wyoming Statute §16-3-103 of the Proposed Amendments to the 2012 Jackson/Teton County Comprehensive Plan, to direct staff to advertise in the official newspaper of the county our intent to adopt amendments to the 2012 Jackson/Teton County Comprehensive Plan, to set a hearing date before the Teton County Planning Commission and a hearing date before the Board of County Commissioners with notice as required by Wyoming Statute §18-5-202 with the following changes to the proposed amendments to the 2012 Jackson/Teton County Comprehensive Plan directed at this meeting:*

1. *Edit the draft to replace Subarea 5.6 with the text provided in the redline included in the May 18, 2020 Staff Report with the following sentence removed: "An exception to the neighborhood plan requirement is the allowance for development when associated with provision of meaningful permanent open space by clustering development into the subarea from a Conservation or Preservation Subarea."* (from 5/26/2020 JIM suggested motion)
2. *Edit the draft to split Strategy 3.3.S.5 into two separate Strategies with one on Northern South Park and one on the Fairgrounds site.* (from 5/26/2020 JIM suggested motion)
3. *Add a Strategy to identify locations in the County that may be appropriate for higher residential density to meet community-wide workforce housing goals.* (from 5/26/2020 JIM suggested motion)
4. *Remove the following language from Subarea 5.6: "One possible option to be considered is a future east-west connector between South Park Loop Road and Highway 89" and replace with: "The neighborhood plan will include options to improve transportation, circulation and connectivity within and around the Subarea."* (from 6/1/2020 BCC meeting)
5. *Change language in Subarea 5.6 to specify that the neighborhood plan will be "completed by the County in consultation with the Town as a recommending body."* (from 6/1/2020 BCC meeting)

The substantive difference between the Board's June 2nd motion and the Council's May 26th motion is the addition of edits numbered four and five above. Both relate to the proposed text of Subarea 5.6 Northern South Park. In the Subarea 5.6 text below, proposed changes represented in red are agreed upon by both Council and Board while changes in blue are only proposed by the Board of County Commissioners at this point:

**5.6: Northern South Park**:

This TRANSITIONAL Subarea is identified as a ~~possible~~ location for future residential development at a similar density to the adjacent West Jackson Residential (Subarea 5.5) neighborhoods. While the priority of the community is to ~~first~~ infill and redevelop other already developed Stable/Transitional Subareas to meet the Growth Management goals of the Plan~~; if necessary~~, this subarea is also a suitable location to meet those goals due to its close proximity to many Complete Neighborhood amenities. The subarea will ~~would not~~ be zoned and developed consistent with ~~in this manner until~~ a neighborhood plan

(referenced in Strategy 3.3.S.5)~~,~~ completed by the County ~~and~~ in consultation with the Town as a recommending body ~~through a partnership of the landowners and the community, is adopted~~ to comprehensively lay out the development of the entire Subarea. An exception to ~~this~~ the neighborhood plan requirement ~~would be~~ is the allowance for development when associated with ~~an opportunity to provide~~ provision of meaningful permanent open space by clustering development into the subarea from a Conservation or Preservation Subarea~~. Should development of the area be needed in the future, it should be subject of a neighborhood planning effort~~. ~~One possible option to be considered is a~~n ~~future east-west connector road between South Park Loop Road and Highway 89.~~ The neighborhood plan will include options to improve transportation, circulation and connectivity within and around the Subarea. An appropriate Flat Creek buffer will also need to be established to ensure the wildlife, natural and scenic values associated with this community resource are maintained.

The draft Comp Plan Update has not yet entered the 45-day public comment period and hearing dates for joint Planning Commissions to make a recommendation on adoption and joint Town Council and Board of County Commissioners to consider adoption have not yet been set.

## STAFF ANALYSIS

Staff's analysis contemplates the following options for advancing Town Council's consideration of this item.

***Option 1: Consider amending the Council's May 26th motion to include the two additional edits (numbered four and five) proposed by the Board of County Commissioners.*** If the Council is amenable to the two additional edits requested in the Board's approved motion (comprised of replacement of the reference to an east-west connector roadway with more general language on transportation goals and limiting the Town's involvement in the neighborhood plan to a recommending body), the Council can make and vote on the same motion made by the County at their June 2nd meeting. Matching motions mean that all five requested edits will be made in the draft Plan update, the 45-day public comment period will begin, and dates will be set for Planning Commissions to make a recommendation on adoption of the updated Plan and for the Board and Council to jointly consider adoption of the updated Plan.

***Option 2: Consider edits or additions to the Board of County Commissioners June 2nd motion that better represent Town priorities for the future desired character and neighborhood plan for Subarea 5.6.*** Taking into account the Subarea's proximity to Town, the potential for future annexation, impacts to Town infrastructure and shared community growth management goals, there may be specific Town priorities that are not conveyed in the County's June 2nd motion and would benefit from representation in the Comp Plan if Town's role in the neighborhood planning process is limited to that of a recommending body. If Council approves a new motion different than that approved by the County, discussion on how to progress with this project will be scheduled for the July 6, 2020 Joint Information meeting at which time the Board of County Commissioners can consider the Town's new motion and any changed or added edits to the draft requested by the Town.

***Option 3: Consider releasing the draft Comp Plan update with two different versions of Sub-area 5.6 included.*** This option could be considered if agreement on the proposed text for Subarea 5.6 cannot be made between Town and County. The draft Comp Plan update with two different options for Subarea 5.6 could be released for the 45-day public comment period with both proposed versions of Subarea 5.6 represented. Public feedback may shed light on the significance of the differences and provide more time to resolve the scope, design and process of the Northern South Park neighborhood plan prior to the Town and County taking final action at a later date.

***Option 4: Take no further action but consider Town interests and priorities for the future desired character and correlating neighborhood plan for Subarea 5.6 in preparation for a joint discussion with the Board of County Commissioners at the July 6, 2020 Joint Information Meeting***. If the Town

Council is not prepared to articulate proposed changes or additions to the County's June 2nd motion it may be beneficial to identify and discuss general interests and priorities that the Town finds to be important for development of Northern South Park in consideration of the Subarea's relationship to community-wide goals and the Town boundary. Discussing and refining these points as a Council will aid in the upcoming joint discussion at the July JIM.

Staff has attached a memo previously prepared and provided to the Board of County Commissioners that reviews the practice of and elements of neighborhood planning. This reference material may help in thinking about the Town's role in the neighborhood planning process for this Subarea and the elements of the neighborhood plan most important or impactful to the Town.

Please remember that the motions previously approved and those to be considered for approval are for release of the draft Plan update for public review and do not constitute approval of proposed updates or consideration of adoption of an updated Comp Plan.

## RECOMMENDATION
None at this time.

## ATTACHMENTS
*Neighborhood Planning Process* memo dated April 17, 2020 prepared for and distributed to the BCC.

## STAKEHOLDER ANALYSIS
The entire Town of Jackson/Teton County community is a stakeholder of the Comp Plan and staff invites feedback from any community member or organization. Notice of the 45-day public comment period will be placed in the Jackson Hole News & Guide weekly newspaper (subject to direction from the Board and Council) with press releases made on Town and County websites and social media outlets.

## PUBLIC COMMENT
Prior to the joint Planning Commission hearing and joint Town Council and Board of County Commissioners hearing to consider adoption of the Comp Plan update, all written public comment received up to that point will be gathered and presented as attachments to the staff reports.

## FISCAL IMPACT
Contract with Logan Simpson not to exceed $156,222 for entire project. Preparation of this report and facilitation of this meeting item is performed by staff and does not incur additional costs.

## STAFF IMPACT
Staff is serving in informational, facilitation, and support roles for this meeting.

## LEGALREVIEW
None at this time.

## SUGGESTED MOTION
I move to begin the public comment period of the Proposed Amendments to the 2012 Jackson/Teton County Comprehensive Plan, to direct staff to advertise in the official newspaper of the town our intent to adopt amendments to the 2012 Jackson/Teton County Comprehensive Plan, to set a hearing date before the Jackson Planning Commission and a hearing date before the Town Council with the following changes to the proposed amendments to the 2012 Jackson/Teton County Comprehensive Plan directed at this meeting:

1. Edit the draft to replace Subarea 5.6 with the text provided in the redline included in the May 18, 2020 Staff Report with the following sentence removed: "An exception to the neighborhood plan requirement is the allowance for development when associated with provision of meaningful permanent open space by clustering development into the subarea from a Conservation or Preservation Subarea."

2. Edit the draft to split Strategy 3.3.s.5 into two separate Strategies with one on Northern South Park and on the Fairgrounds site.
3. Add a Strategy to identify locations in the County that may be appropriate for higher residential density to meet community-wide workforce housing goals.

*All proposed edits and additions beyond the motion approved by Council at your May 26, 2020 JIM should be incorporated into the motion above. The draft text of proposed updates to Subarea 5.6 Northern South Park and Strategy 3.3.S.5 are represented below as reference in considering further edits to be included in the suggested motion above. The text reflects the three edits already listed above and conveys the Board of County Commissioners' additional June 2, 2020 edit requests in blue.*

***5.6: Northern South Park:***
*This TRANSITIONAL Subarea is identified as a location for future residential development at a similar density to the adjacent West Jackson Residential (Subarea 5.5) neighborhoods. While the priority of the community is to infill and redevelop other already developed Stable/Transitional Subareas to meet the Growth Management goals of the Plan, this subarea is also a suitable location to meet those goals due to its close proximity to many Complete Neighborhood amenities. The subarea will be zoned and developed consistent with a neighborhood plan (referenced in Strategy 3.3.S.5) completed by the County ~~and~~ in consultation with the Town as a recommending body to comprehensively lay out the development of the entire Subarea. ~~One option to be considered is an east-west connector road between South Park Loop Road and Highway 89.~~ The neighborhood plan will include options to improve transportation, circulation and connectivity within and around the Subarea. An appropriate Flat Creek buffer will also need to be established to ensure the wildlife, natural and scenic values associated with this community resource are maintained.*

***Strategy 3.3.S.5:*** *Begin neighborhood planning (see Policy 3.3.c) Subarea 5.6 Northern South Park. The neighborhood plan should include:*

- *An analysis of appropriate amount of development, given the impact such development will have on existing infill opportunities elsewhere in Town because of the overall cap on additional residential units (see Policy 3.1.a); and*
- *A resulting plan with enough detail to demonstrate and define how future development will optimize all 8 Chapter goals.*

TETON COUNTY WYOMING

PLANNING & BUILDING
Building Division
Code Enforcement
Long-Range Planning
Planning Division

April 17, 2020

Teton County Board of Commissioners
Delivered via Email

*Re: Neighborhood Planning Process*

Dear Commissioners,

At your April 13, 2020 Voucher Meeting, you requested that Planning Staff prepare an informational memo on the process of neighborhood planning. This memo analyzes neighborhood plans as they are defined and described in the 2012 Jackson/Teton County Comprehensive Plan, and also provides a more general scope and description of neighborhood planning within the professional discipline of land use planning.

**2012 Comprehensive Plan:** The following excerpts identify all references to "neighborhood plans" or "neighborhood planning" within the 2012 Jackson/Teton County Comprehensive Plan currently in effect. Emphasis has been added to highlight use of these terms within the surrounding text.

"Neighborhood plans" are introduced in Policy 3.3.d to support *Principle 3.3 Manage growth predictably and cooperatively:*

> "*Policy 3.3.d: Develop **neighborhood plans***
> *Focused **neighborhood plans** may be developed where additional detail is necessary to implement the desired future character in a specific subarea. The Illustration of Our Vision chapter generally describes the desired character for all Character Districts, but there may be instances where implementation of certain strategies requires a more detailed, design oriented planning process for a specific subarea in order to ensure the desired future character is achieved*."

This Policy can be put into action through the following Strategy:

> *"3.3.S.4: Develop **neighborhood plans** for specific areas within Character Districts as necessary."*

Neighborhood plans are also included as Strategies to implement growth management values in Town:

> "*4.2.S.1: Complete a **neighborhood plan** for the Town Square Character District. The plan should include design standards and use descriptions."*
>
> "*4.2.S.3: Initiate **neighborhood plans** for specific mixed use subareas."*
>
> *"4.3.S.1: Initiate **neighborhood plans** for Transitional Subareas."*

Neighborhood planning is also referenced in the *Illustration of Our Vision* chapter of the Comprehensive Plan for *Subarea 5.6 Northern South Park*:

> "*This TRANSITIONAL Subarea is identified as a possible location for future residential development at a similar density to the adjacent West Jackson Residential (Subarea 5.5) neighborhoods. While the priority of the community is to first infill and redevelop other already developed Stable/Transitional Subareas in order to meet the Growth Management goals of the Plan; if necessary, this subarea is a suitable location to meet those goals due to its close proximity to many existing Complete Neighborhood amenities. The subarea would not be developed in this manner until determined necessary by the community during a Growth Management Program review. An exception to this requirement would be the allowance for development when associated with an opportunity to provide meaningful permanent open space by clustering development into the subarea from a Conservation or Preservation Subarea. Should development of the area be needed in the future, it should be the subject of a **neighborhood planning** effort that addresses traffic congestion along High School Road. One possible option to be considered is a future east-west connector road between South Park Loop Road and Highway 89. An appropriate Flat Creek buffer will also need to be established in order to ensure the wildlife, natural and scenic values associated with this community resource are maintained*."

The introduction to the *Illustration of Our Vision* chapter provides some clarity on the intent and purpose of defining the future desired character of Subareas:

> "*Finally, for each subarea, Character Defining Features are described to ensure the desired character is illustrated. The Character Defining Features provide the greatest level of site specific detail; however the characteristics are still conceptual and will inform specific regulations, incentives and programs…*"

**<u>In Land Use Planning:</u>** Within the general context of professional land use planning, neighborhood plans are broadly defined and may take various forms, processes and timelines. The American Planning Association provides the following policy guidance on neighborhood plans:

> *"The neighborhood plan is intended to provide more detailed goals, policies, and guidelines than those in the local comprehensive plan. Neighborhood plans often emphasize potential partnerships among government agencies, community groups, school boards, and the private sector—partnerships that can act to achieve neighborhood goals. These plans are often developed through highly*

*collaborative processes involving citizens, businesses, nongovernmental organizations (NGOs), and the local government of the neighborhood"* (Steiner, F. and K. Butler (2007). *Planning and Urban Design Standards.* John Wiley & Sons, Inc).

*"In many cases neighborhood plans function as extensions of an adopted local comprehensive plan. They refine the community's vision for a subarea of the jurisdiction and provide more specific goals, policies, and implementation guidance. However, relatively few cities have a systematic neighborhood planning program that divides the entire geographic extent of the jurisdiction into neighborhood planning areas. Rather, most cities intermittently engage in neighborhood planning when particular areas are experiencing or anticipating dramatic changes"* (Morley, D. (2016). "PAS Quick Notes: Neighborhood Planning". American Planning Association).

Further direction on process indicates that neighborhood plans are most commonly completed prior to large rezones and manifest in zoning regulations tailored to implement the plan:

"*The most common implementation tools for municipally adopted neighborhood plans are zoning codes and public investments. Cities often amend zoning regulations or design guidelines based on land-use and development recommendations in neighborhood plans. In some cases, cities translate these recommendations into new context-specific zoning districts. Similarly, cities often use neighborhood plan recommendations to guide infrastructure and programming investments"* (Neighborhood Planning. (2020). Retrieved from https://www.planning.org/knowledgebase/neighborhoods/).

A brief summary of neighborhood planning published by the American Planning Association, is attached to this memo as a resource for further reading.

From a land use perspective, it is important for neighborhood plans in our community to address:

- Density and land use
- Affordability – Housing – Job Generation
- Project Goals and Objectives
- Market Analysis and Projected Population
- Fiscal Impacts
- Site design and general bulk and scale characteristics
- Multi-modal transportation connectivity and traffic impacts
- Community amenities and services (parks, schools, playgrounds, open space, etc.)
- Infrastructure (drinking water, sewer, drainage, electricity, etc.)
- Environmental impacts
- Implementation of Comprehensive Plan values
- Community and stakeholder engagement and participation

Although a formal Request for Proposals and bidding process has not yet been undertaken, Planning Staff has discussed general timeline and budget options for developing neighborhood plans for the following neighborhoods: Northern South Park, fairgrounds, and midtown. Estimated consultant fees would be around $600,000 with over 800 work hours dedicated from Long-Range Planning Staff. Neighborhood planning could begin in fiscal year 2021 and could take a year or more to complete, depending on the detail of the plan and the level of community involvement. Discussion around options and alterations to this initial estimate can be focused on upcoming consideration of the Long-Range Fiscal Year 2021 Work Plan.

**What is Zoning?** In contrast to neighborhood plans which are advisory and help determine the desired vision for the future of the area, zoning is one of the legal tools to implement the plan. Zoning is the process of identifying the allowed uses, density, building size and location of structures within a designated area. Zoning is adopted through the Land Development Regulations (LDRs) and is the law that regulates land development (in addition to building and other safety codes). The LDRs (called a Zoning Code or Development Code in some communities) also specify the process that an applicant must follow to obtain permission (permit) to develop land or structures. Once adopted, zoning regulations must be followed to remain in compliance with local laws.

**How do Neighborhood Plans and Zoning Work Together?** In a timeline, neighborhood plans usually come before zoning. Once a neighborhood planning process is completed, zoning can be adopted to start the process of transforming or creating a neighborhood. The neighborhood plan may identify implementation steps necessary to change the zoning. For example, if multi-family dwellings are identified as a desired land use in a plan, but are not a permitted use, the zoning should be updated to add this as an allowed use. Similarly, if there are other uses currently allowed in a zone that are not desirable, such uses may be eliminated from the zoning. To ensure that the right mix of land uses is allowed in an area, a new zone district may need to be created. The new zone district could also include different building setbacks, heights and forms that are not standard in other zone districts. Zones can also be very specific to regulate the “form” of a structure, rather than the use inside, called Form Based Zoning.

The timeframe to adopt zoning will depend of the complexity of the new zone regulations and support from the community. Rezoning property to an existing zone with significant community support could take as little as  to six (5-6) months, including Planning Commission and Board of County Commissioner hearings; creating a new zone and/or rezoning without community support would add time to the process.

I look forward to further discussion on these topics, and how they may be used to advance the future planning for the community.

Sincerely,

Chris Neubecker
Teton County Planning Director

Enclosed: Morley, D. (2016). “PAS Quick Notes: Neighborhood Planning”. American Planning Association).ISSN 2169-1940

Cc: Keith Gingery, Deputy County Attorney

*Planning fundamentals for public officials and engaged citizens*

# QUICKNOTES

*This PAS QuickNotes was prepared by David Morley, AICP, senior research associate at APA and APA's PAS coordinator.*

## Neighborhood Planning

Neighborhood plans present recommendations for a discrete, contiguous subarea of a city. Most neighborhood planning areas contain housing as well as commercial, institutional, and recreational uses that serve the local area. Some neighborhood plans cover a wide range of topics relevant to the plan area, while others focus more narrowly on topics of special opportunity or urgency.

### Background

Planners have long viewed strong neighborhoods as the fundamental building blocks of healthy cities. Strong neighborhoods are not static. They are dynamic places where residents, institutions, and physical features all change over time. Strong neighborhoods are places where heritage and tradition are valued, and places where both new and long-term residents feel a collective sense of ownership and responsibility.

Neighborhood planning has its roots in the early 20th century concept of the neighborhood unit, popularized by Clarence Perry of the Regional Plan Association in 1929. In Perry's model the neighborhood unit was a predominantly residential district or section of a city centered on neighborhood institutions and ringed by neighborhood-serving shops and services. While few real-world neighborhoods match Perry's unit to a T, his idea influenced a wide range of neighborhood-scale planning initiatives in older cities across the United States in the second half of the 20th century, and has continued to provide inspiration for neighborhood-scale planning and development that aims to replicate traditional neighborhood design.

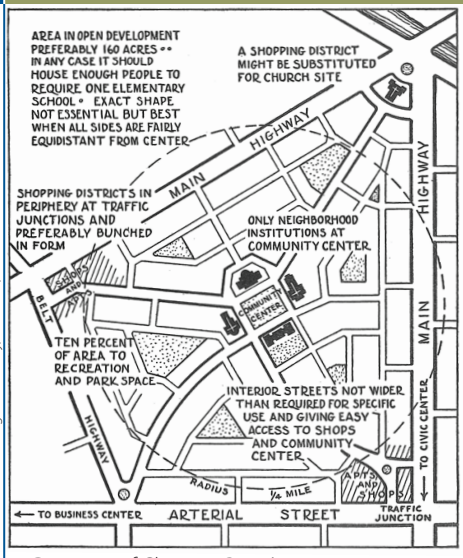
In many cases neighborhood plans function as extensions of an adopted local comprehensive plan. They refine the community's vision for a subarea of the jurisdiction and provide more specific goals, policies, and implementation guidance. However, relatively few cities have a systematic neighborhood planning program that divides the entire geographic extent of the jurisdiction into neighborhood planning areas. Rather, most cities intermittently engage in neighborhood planning when particular areas are experiencing or anticipating dramatic changes. Furthermore, many neighborhood planning initiatives are self-organized by residents and other neighborhood stakeholders, and the resulting plans may or may not have a formal relationship with the local comprehensive plan.

### Defining the Neighborhood

While the term "neighborhood" is familiar to most people, it often takes on different meanings based on context. Planners and local officials may think of neighborhoods primarily as political subdivisions that make it easier to deliver services or analyze small-scale social or economic trends. And these neighborhoods may have relatively arbitrary boundaries (e.g., to ensure that all neighborhoods have roughly the same population), or their boundaries may be more "organic" (e.g., based on changes in land-use patterns, the character of the built environment, or demographic characteristics of residents).

In many cities, residents may have different ideas from local officials and from each other about what defines a neighborhood. They may think of their neighborhood primarily in terms of the spaces and institutions they visit or value the most. Alternately, they may be influenced by real-estate marketing or perceptions about cultural differences. Consequently, it's not uncommon for residents of the same block or even the same building to see different boundaries for their neighborhood.

For a neighborhood planning effort to be successful, all participants must first agree on neighborhood boundaries. Often the best ways to determine appropriate boundaries is to have residents as well as representatives from local government and social service providers draw their own boundaries on the same map. This can help identify areas of common, if not universal, agreement.




*Source: New York Regional Survey, Volume 7, 1929*

*Diagram of Clarence Perry's neighborhood unit.*

**American Planning Association**

*Making Great Communities Happen*

## Defining the Scope

If the neighborhood plan is an extension of the local comprehensive plan, it makes sense to address all of the major functional elements or pertinent themes of the comprehensive plan in the neighborhood plan. In other cases, it may be beneficial to narrow the scope of the plan to a few topics or themes of special relevance or importance to the planning area.

The benefit of a more limited scope is that it can be easier to build support for action around a small set of pressing issues than it can be for a broad set of topics with varying levels of perceived neighborhood-level impacts. Another advantage of limiting the scope of the plan is that it generally makes it easier to go into greater depth on issues of top concern for residents and other stakeholders.

In addition to being more limited in geographic extent than the local comprehensive plan, neighborhood plans also typically have a shorter time horizon. While 20 to 30 years is common for a comprehensive plan, the implementation time frame for neighborhood plans is often between five and 10 years.

## Setting Goals and Objectives

In the context of neighborhood planning, goals are general statements about desirable future conditions in the neighborhood, and objectives are measurable outcomes in furtherance of these goals. Often, planners, local officials, or neighborhood leaders use surveys and a combination of online and in-person visioning and goal-setting exercises to help identify potential goals for the planning area. Then, one or more stakeholder working groups may take on the task of refining these goals and establishing objectives. The most successful goals and objectives tend to be those with the broadest base of neighborhood support and the firmest grounding in economic reality.

## Detailing Policies and Actions

Beyond goals and objectives, effective neighborhood plans typically include both specific policy statements and action steps. Policies are statements of intent with enough specificity to guide decision making, and actions are directives about capital investments, regulations, programs, or procedures intended to implement each policy. While goals and objectives may remain somewhat abstract, policy statements must suggest a specific course of action, and action steps should make it clear who will do what by when.

## Conclusions

The limited geographic extent of a neighborhood plan has both advantages and disadvantages. The narrower focus of neighborhood planning and strong connections that many stakeholders feel to their neighborhoods can lead to a loss of objectivity in the neighborhood planning process. In these cases, neighborhood plans may make it difficult for cities to prioritize scarce resources. With that said, residents, business owners, and institutions may identify more with specific neighborhoods than with the city as a whole. For this reason, it can be easier to engage these stakeholders around planning initiatives that have obvious implications for their homes, businesses, and shared public spaces. Furthermore, neighborhood plans offer opportunities to be more specific about goals, objectives, policies, and actions to guide growth or change within a small area over a relatively short time period.

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## FURTHER READING

### 1. Published by the American Planning Association

Gregory, Michelle. 1998. "Anatomy of a Neighborhood Plan: An Analysis of Current Practice." In *Modernizing State Planning Statutes*, Vol. 2. PAS Report No. 480/481. Chicago: American Planning Association. Available at planning.org/pas/reports/archive.htm.

Jones, Bernie. 1990. *Neighborhood Planning: A Guide for Citizens and Planners*. Chicago: American Planning Association. Available for purchase at planning.org/publications/book/9026753.

### 2. Other Resources

Colombo, Louis, and Ken Balizer. 2005. "Neighborhood Planning." Available at neighborhoodplanning.org.

Myerson, Deborah. 2004. *Involving the Community in Neighborhood Planning*. ULI Community Catalyst Report No. 1. Washington, D.C.: Urban Land Institute. Available at tinyurl.com/jug84mw.

# TOWN OF JACKSON
# TOWN COUNCIL
## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT**: Finance **PRESENTER:** Kelly Thompson, Finance Director
**MEETING DATE:** June 15, 2020

**SUBJECT: Amendment #4 to Fiscal Year 2020 Budget**

## STATEMENT/PURPOSE
A resolution adopting amendments to the Town of Jackson's fiscal year 2020 budget.

## BACKGROUND/ALTERNATIVES
The attached resolution proposes modifications to the Town's current FY 2020 budget. The resolution represents the 2020 amended budget divided into budget divisions (Mayor & Council, Municipal Judge, Town Attorney, etc.). Significant items include budget amendment of $68,303 Town Facilities property insurance, repairs and maintenance, $40,000 COVID-19 emergency expenditures, $29,102 Streets equipment repairs, $59,584 Employee Housing utility and repairs, $735,090 Park and Recreations Shop/Housing Project contract and carryover, $50,000 Downtown Public Amenities to open downtown, and $102,211 2010 SPET energy efficiency improvements.

## 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 20-18 adopting amendments to the Fiscal Year 2020 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 2020 budget.

# RESOLUTION 20-18

## A RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2020 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 2020 budget is hereby amended as follows:

| EXPENDITURES AND OTHER USES | Approved Budget | Increase (Decrease) | Amended Budget |
|---|---|---|---|
| Mayor & Town Council | 422,838 | - | 422,838 |
| Town Attorney | 502,300 | (34) | 502,266 |
| Municipal Judge | 259,861 | 800 | 260,661 |
| Administration | 672,241 | 10,144 | 682,385 |
| Town Clerk & Personnel | 680,533 | (445) | 680,088 |
| Finance | 614,379 | 652 | 615,031 |
| Information Technology | 542,266 | (38) | 542,228 |
| Planning | 920,144 | (1,052) | 919,092 |
| Town-Wide Services | 253,133 | 51,553 | 304,686 |
| Town Facilities | 688,440 | 68,303 | 749,845 |
| Police - Administration | 591,838 | 7,869 | 599,707 |
| Police - Investigations | 426,576 | - | 426,576 |
| Police - Patrol | 3,310,782 | (7,334) | 3,303,448 |
| Police - Community Service | 581,540 | (325) | 581,215 |
| Police - Special Operations | 21,924 | - | 21,924 |
| Victim Services | 304,609 | - | 304,609 |
| Animal Shelter/Control | 270,876 | (107) | 270,769 |
| Building Inspections | 392,068 | - | 392,068 |
| Public Works Administration | 348,563 | (1,351) | 347,212 |
| Streets | 1,875,220 | 36,825 | 1,912,045 |
| Engineering | 624,540 | 587 | 625,127 |
| Yard Operations | 47,315 | - | 47,315 |
| Cemetery | 18,875 | - | 18,875 |
| Social Services | 839,583 | - | 839,583 |
| Community Initiatives | 300,941 | (31,786) | 269,155 |
| County-Budgeted Joint Programs | 3,951,375 | - | 3,951,375 |
| Transfers Out | 5,372,775 | - | 5,372,775 |
| Total General Fund | 24,835,535 | 134,261 | 24,969,796 |
| | | | |
| Affordable Housing | 1,689,486 | - | 1,689,486 |
| Total Affordable Housing Fund | 1,689,486 | - | 1,689,486 |
| | | | |
| Parking Exactions Fund | - | - | - |
| Total Parking Exactions Fund | - | - | - |
| | | | |
| Parks Exactions | - | - | - |
| Total Park Exactions | - | - | - |
| | | | |
| Employee Housing Fund | 414,833 | 60,078 | 474,911 |
| Transfers out | - | - | - |
| Total Employee Housing Fund | 414,833 | 60,078 | 474,911 |
| | | | |
| Animal Care Fund | 20,000 | - | 20,000 |
| Transfers Out | 50,000 | - | 50,000 |
| Total Animal Care Fund | 70,000 | - | 70,000 |
| | | | |
| Lodging Tax Fund | - | - | - |
| Transfers Out | 872,620 | - | 872,620 |
| Total Lodging Tax Fund | 872,620 | - | 872,620 |
| | | | |
| Vertical Harvest Fund | - | - | - |
| Transfers Out | 24,693 | - | 24,693 |
| Total Vertical Harvest Fund | 24,693 | - | 24,693 |
| | | | |
| Snow King-Snow Making Fund | - | - | - |
| Transfers Out | 48,822 | - | 48,822 |
| Total Snow King-Snow Making Fund | 48,822 | - | 48,822 |

| EXPENDITURES AND OTHER USES | Approved Budget | Increase (Decrease) | Amended Budget |
|---|---|---|---|
| START Administration | 857,285 | 32,000 | 889,285 |
| START Operations | 4,445,518 | (3,043) | 4,442,475 |
| START Capital | 6,720,000 | - | 6,720,000 |
| START Transfers | - | - | - |
| START Indirect Cost Allocations | 101,230 | - | 101,230 |
| Total START Fund Expenditures | 12,124,033 | 28,957 | 12,152,990 |
| | | | |
| Capital Outlay | 6,559,872 | 779,564 | 7,339,436 |
| Transfers Out | 1,150,000 | - | 1,150,000 |
| Total Capital Projects Fund | 7,709,872 | 779,564 | 8,489,436 |
| | | | |
| Capital Outlay | 90,000 | 50,000 | 140,000 |
| Total 2006 SPET | 90,000 | 50,000 | 140,000 |
| | | | |
| Capital Outlay | 581,787 | 102,211 | 683,998 |
| Total 2010 SPET | 581,787 | 102,211 | 683,998 |
| | | | |
| Capital Outlay | 1,070,000 | - | 1,070,000 |
| Total 2014 SPET | 1,070,000 | - | 1,070,000 |
| | | | |
| Capital Outlay | 220,000 | - | 220,000 |
| Transfers Out | 1,583,804 | - | 1,583,804 |
| Total 2016 SPET | 1,803,804 | - | 1,803,804 |
| | | | |
| Capital Outlay | 435,000 | - | 435,000 |
| Total 2017 SPET | 435,000 | - | 435,000 |
| | | | |
| Water Maintenance & Operation | 982,982 | 15,603 | 998,585 |
| Water Wells | 307,118 | 34,690 | 341,808 |
| Water Billing & Accounting | 176,085 | 24,000 | 200,085 |
| Water Capital Outlay & Improvements | 664,219 | - | 664,219 |
| Water Debt Service | 108,220 | - | 108,220 |
| Water Transfers Out | 626,362 | - | 626,362 |
| Sewage Plant Operations | 1,042,350 | (1,450) | 1,040,900 |
| Sewage Maint. & Operations | 349,184 | (177) | 349,007 |
| Sewage Billing & Accounting | 171,630 | - | 171,630 |
| Sewage Capital Outlay & Improvements | 959,670 | 3,758 | 963,428 |
| Sewage Transfers Out | 626,362 | - | 626,362 |
| Total Enterprise Funds | 6,014,182 | 76,424 | 6,090,606 |
| | | | |
| Employee Insurance | 2,493,944 | - | 2,493,944 |
| Total Insurance Fund | 2,493,944 | - | 2,493,944 |
| | | | |
| Fleet Expenditures | 2,344,498 | (67) | 2,344,431 |
| Total Fleet Management Fund | 2,344,498 | (67) | 2,344,431 |
| | | | |
| Central Equipment Expenses | 817,500 | - | 817,500 |
| Total Central Equipment Fund | 817,500 | - | 817,500 |
| | | | |
| IT Services | 1,049,214 | - | 1,049,214 |
| Total IT Service Fund | 1,049,214 | - | 1,049,214 |

| REVENUES AND OTHER SOURCES | Approved Budget | Increase (Decrease) | Amended Budget |
|---|---|---|---|
| Taxes | 8,208,313 | 51,417 | 8,259,730 |
| Licenses & Permits | 1,040,192 | - | 1,040,192 |
| Intergovernmental Revenue | 10,961,520 | 82,844 | 11,044,364 |
| Charges for Services | 659,406 | - | 659,406 |
| Fines & Forfeitures | 530,000 | - | 530,000 |
| Miscellaneous Revenue | 482,166 | - | 482,166 |
| Transfers In | 2,961,273 | - | 2,961,273 |
| Total General Fund | 24,842,870 | 134,261 | 24,977,131 |
| | | | |
| Licenses & Permits | 150,000 | - | 150,000 |
| Miscellaneous Revenue | 17,000 | - | 17,000 |
| Transfers In | 1,293,326 | - | 1,293,326 |
| Total Affordable Housing Fund | 1,460,326 | - | 1,460,326 |
| | | | |
| Licenses & Permits | 51,000 | - | 51,000 |
| Miscellaneous Revenue | 2,300 | - | 2,300 |
| Transfers In | 600,000 | - | 600,000 |
| Total Parking Exactions | 653,300 | - | 653,300 |
| | | | |
| Licenses & Permits | 10,000 | - | 10,000 |
| Miscellaneous Revenue | 2,500 | - | 2,500 |
| Total Park Exactions | 12,500 | - | 12,500 |

| REVENUES AND OTHER SOURCES | Approved Budget | Increase (Decrease) | Amended Budget |
|---|---|---|---|
| Miscellaneous Revenue | 401,984 | 22,943 | 424,927 |
| Transfers In | 338,676 | - | 338,676 |
| Total Employee Housing Fund | 740,660 | 22,943 | 763,603 |
| | | | |
| Miscellaneous Revenue | 60,200 | - | 60,200 |
| Total Animal Care Fund | 60,200 | - | 60,200 |
| | | | |
| Taxes | 871,120 | - | 871,120 |
| Miscellaneous Revenue | 1,500 | - | 1,500 |
| Total Lodging Tax Fund | 872,620 | - | 872,620 |
| | | | |
| Contributions & Donations | - | - | - |
| Total Vertical Harvest Fund | - | - | - |
| | | | |
| Contributions & Donations | - | - | - |
| Total Snow King Snow Making Fund | - | - | - |
| | | | |
| Intergovernmental Revenue | 9,333,407 | 30,493 | 9,363,900 |
| Charges for Services | 1,380,821 | - | 1,380,821 |
| Miscellaneous Revenue | 13,000 | - | 13,000 |
| Transfers In | 1,144,131 | - | 1,144,131 |
| Total START Fund Revenues | 11,871,359 | 30,493 | 11,901,852 |
| | | | |
| Intergovernmental | 1,331,738 | - | 1,331,738 |
| Miscellaneous Revenue | 220,508 | - | 220,508 |
| Transfers In | 3,569,262 | - | 3,569,262 |
| Total Capital Projects Fund | 5,121,508 | - | 5,121,508 |
| | | | |
| Miscellaneous Revenue | 5,600 | - | 5,600 |
| Total 2006 SPET | 5,600 | - | 5,600 |
| | | | |
| Intergovernmental | 40,915 | - | 40,915 |
| Miscellaneous Revenue | 6,000 | - | 6,000 |
| Total 2010 SPET | 46,915 | - | 46,915 |
| | | | |
| Miscellaneous | 39,300 | - | 39,300 |
| Total 2014 SPET | 39,300 | - | 39,300 |
| | | | |
| Miscellaneous | 5,400 | - | 5,400 |
| Total 2016 SPET | 5,400 | - | 5,400 |
| | | | |
| Taxes | 1,500,000 | - | 1,500,000 |
| Miscellaneous | 8,700 | - | 8,700 |
| Total 2017 SPET | 1,508,700 | - | 1,508,700 |
| | | | |
| Water Intergovernmental | - | - | - |
| Water Charges for Services | 2,504,438 | 39,811 | 2,544,249 |
| Water Miscellaneous | 93,160 | - | 93,160 |
| Water Transfers In | 75,000 | - | 75,000 |
| Sewage Intergovernmental | - | - | - |
| Sewage Charges for Services | 2,632,834 | - | 2,632,834 |
| Sewage Miscellaneous | 79,360 | - | 79,360 |
| Sewage Transfers In | 75,000 | - | 75,000 |
| Total Enterprise Funds | 5,459,792 | 39,811 | 5,499,603 |
| | | | |
| Charges for Services | 2,661,930 | - | 2,661,930 |
| Miscellaneous Revenue | 44,700 | - | 44,700 |
| Total Employee Insurance Fund | 2,706,630 | - | 2,706,630 |
| | | | |
| Charges for Services | 2,258,481 | - | 2,258,481 |
| Miscellaneous Revenue | 600 | - | 600 |
| Total Fleet Management Fund | 2,259,081 | - | 2,259,081 |
| | | | |
| Charges for Services | 566,400 | - | 566,400 |
| Miscellaneous Revenue | 25,700 | - | 25,700 |
| Transfers In | - | - | - |
| Total Central Equipment Fund | 592,100 | - | 592,100 |
| | | | |
| Charges for Services | 795,614 | - | 795,614 |
| Miscellaneous Revenue | 1,000 | - | 1,000 |
| Transfers In | 400,000 | - | 400,000 |
| Total IT Service Fund | 1,196,614 | - | 1,196,614 |

| CHANGE OF FUND BALANCE | Approved Budget | Increase (Decrease) | Amended Budget |
|---|---|---|---|
| General Fund | 7,335 | - | 7,335 |
| Affordable Housing | (229,160) | - | (229,160) |
| Parking Exactions Fund | 653,300 | - | 653,300 |
| Park Exactions Fund | 12,500 | - | 12,500 |
| Employee Housing Fund | 325,827 | (37,135) | 288,692 |
| Vertical Harvest Fund | (24,693) | - | (24,693) |
| Snow Making Fund | (48,822) | - | (48,822) |
| Animal Care Fund | (9,800) | - | (9,800) |
| Lodging Tax Fund | - | - | - |
| Start Fund | (252,674) | 1,536 | (251,138) |
| Capital Projects | (2,588,364) | (779,564) | (3,367,928) |
| 2006 SPET | (84,400) | (50,000) | (134,400) |
| 2010 SPET | (534,872) | (102,211) | (637,083) |
| 2014 SPET | (1,030,700) | - | (1,030,700) |
| 2016 SPET | (1,798,404) | - | (1,798,404) |
| 2017 SPET | 1,073,700 | - | 1,073,700 |
| Enterprise Funds | (554,390) | (36,613) | (591,003) |
| Employee Insurance Fund | 212,686 | - | 212,686 |
| Fleet Management Fund | (85,417) | 67 | (85,350) |
| Central Equipment Fund | (225,400) | - | (225,400) |
| IT Services Fund | 147,400 | - | 147,400 |

**PASSED, APPROVED, & ADOPTED this 15th day of June , 2020**

**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 | | |
|---|---|---|
| **Town Attorney** | | |
| Liability Insurance | (34) | Liability Insurance Allocation |
| **Municipal Judge** | | |
| Salaries & Wages - Regular | 500 | Salary adjustment |
| Wyoming Retirement | 300 | Salary adjustment |
| Public Defender | 909 | Exceeded budget |
| Professional Services | (909) | Offset for public defender |
| **Administration** | | |
| Liability Insurance | 144 | Liability Insurance Allocation |
| Printing & Publication | 3,000 | Communication services |
| Salaries & Wages - Regular | (3,000) | Offset for printing and publication |
| Contingency | 10,000 | COVID-19 contingency |
| Training, Travel, & Meetings | 1,529 | Exceeded budget |
| Salaries & Wages - Regular | (1,529) | Offset Training, Travel, and Meetings |
| **Town Clerk & Personnel** | | |
| Liability Insurance | (445) | Liability Insurance Allocation |
| **Finance** | | |
| Liability Insurance | 652 | Liability Insurance Allocation |
| **Information Technology** | | |
| Liability Insurance | (38) | Liability Insurance Allocation |
| **Planning** | | |
| Liability Insurance | (1,052) | Liability Insurance Allocation |
| Training, Travel, & Meetings | 977 | Exceeded budget |
| Professional Services | (977) | Offset Training, Travel, and Meetings |
| **Town Facilities** | | |
| Town Hall | 7,760 | Utility & R&M Overages |
| Parks Maintenance Building | 2,134 | Door and security system for facility |
| 155 Pearl St | 6,480 | Exceeded budget |
| PW Yard | 6,898 | Property Insurance Allocation |
| Parking Garage | 34,214 | Property Insurance Allocation |
| Snow King Sports & Events Center | (1,327) | Property Insurance Allocation |
| Public Amenities | 12,144 | Cut too much for COVID reductions |
| **Police - Administration** | | |
| Prisoner Expense | 8,000 | Exceeded budget |
| Property Insurance | (95) | Property Insurance Allocation |
| Liability Insurance | (36) | Liability Insurance Allocation |
| **Police - Patrol** | | |
| Professional Services | 20,725 | Lincoln/Sublette County Sheriff services at Airport |
| Salaries & Wages - Regular | (28,725) | Offset for prisoner and professional service expenses |
| Liability Insurance | 166 | Liability Insurance Allocation |
| Uniforms | 500 | Exceeded budget |
| **Police - Community Service** | | |
| Liability Insurance | 175 | Liability Insurance Allocation |
| Uniforms | (500) | Offset for patrol uniforms |
| **Police - Special Operations** | | |
| Supplies & Materials | 953 | Exceeded budget |
| Uniforms | (953) | Offset for supplies and materials |
| **Animal Shelter/Control** | | |
| Property Insurance | (107) | Property Insurance Allocation |
| **Public Works Administration** | | |
| Property Insurance | (1,587) | Property Insurance Allocation |
| Liability Insurance | 236 | Liability Insurance Allocation |
| **Streets** | | |
| Property Insurance | (701) | Property Insurance Allocation |
| Salaries & Wages - Part-Time | 2,505 | part-time overage |
| Overtime | 2,558 | overtime overage |
| Repair & Maint - Shop Parts | 16,871 | Parts overage due to equipment needing to be fixed |
| Repair & Maint - Shop Labor | 12,231 | Labor overage due to equipment needing to be fixed |

| | | |
|---|---|---|
| R & M - Streets | 1,437 | R & M streets slightly over |
| R & M - Winter Sanding | 1,936 | Winter sanding slightly over |
| Liability Insurance | (12) | Liability Insurance Allocation |
| **Engineering** | | |
| Liability Insurance | 587 | Liability Insurance Allocation |
| **Community Initiatives** | | |
| Trash Collection | (13,286) | Funds up for reallocation |
| Holiday Lighting | (18,500) | Funds up for reallocation |
| **Town-Wide Services** | | |
| COVID-19 | 40,000 | Emergency COVID-19 expenditures |
| Employee Education Reimb | 6,500 | Additional funds to support program |
| Retreat/In-Service | 2,835 | Exceeded budget |
| Employee Events | 2,218 | Exceeded budget |
| **Total General Fund** | **134,261** | |

| **Special Revenue Fund Expenditures and Other Uses** | | |
|---|---|---|
| **Employee Housing Fund** | | |
| Property Insurance | (785) | Property Insurance Allocation |
| R&M - 915 Simon Lane | 9,573 | Utility accounting, Mold Remediation |
| R&M - 930 Simon Lane | 1,435 | Utility accounting, offset by lease revenue |
| R&M - 940 Simon Lane | 2,670 | Utility accounting, offset by lease revenue |
| R&M - 685 East Hansen | 3,523 | Utility accounting, offset by lease revenue |
| R&M - 145B West Hansen (1) | 2,202 | Utility accounting, offset by lease revenue |
| R&M - 174 North King | 2,262 | Utility accounting, offset by lease revenue |
| R&M - 455 #2 Vine Street | 644 | Utility accounting, offset by lease revenue |
| R&M - 455 #3 Vine Street | 1,539 | Utility accounting, offset by lease revenue |
| R&M - 455 #4 Vine Street | 1,327 | Utility accounting, offset by lease revenue |
| R&M - 145A W Hansen (2) | 1,345 | Utility accounting, offset by lease revenue |
| Rent - 1177 Meadowlark Lane | 1,440 | Utility accounting, offset by lease revenue |
| R&M - 145C E Pearl Housing | 22,943 | Flood damage, offsetting insurance reimbursement |
| R&M - 149 East Pearl Unit A | 9,960 | Flood Damage |
| **START Administration** | | |
| Drug and Alcohol Testing | 15,000 | Exceeded budget |
| General/Office Supplies | 2,500 | Exceeded budget |
| Repair & Maint - Buildings | 20,000 | Exceeded budget |
| Training, Travel, & Meetings | 12,000 | Exceeded budget |
| Professional Services | (15,000) | Offset for accounts over budget |
| Employee Recruitment | (2,500) | Offset for accounts over budget |
| **START Operations** | | |
| Grand Targhee Grant Admin | 30,493 | Carryover from FY2019 |
| Property Insurance | (847) | Property Insurance Allocation |
| Liability Insurance | (689) | Liability Insurance Allocation |
| Petroleum Products | (32,000) | Offset for accounts over budget |
| **Total Special Revenue Fund** | **89,035** | |

| **Capital Project Fund Expenditures and Other Uses** | | |
|---|---|---|
| **Capital Projects Fund** | | |
| Snow King Estates - Asphalt Pa | 44,474 | Exceeded budget |
| Parks & Recreation Capital | 735,090 | Change orders and roll-over to finish P&R Shop/Housing Project |
| **2006 SPET Fund** | | |
| Downtown Public Amenities | 50,000 | Open downtown; PW P&R; chairs, benches |
| **2010 SPET Fund** | | |
| Electric Vehicle Charging Stat | 1,413 | Slightly over, County EMP will reimburse for half and project is co |
| Snow King - High Eff Heater | (7,500) | Zero out this line item project will not be completed, reallocate fun |
| SK - Commercial Kitchen Heater | (8,000) | Zero out this line item project will not be completed, reallocate fun |
| LED - PW Light Duty Bay #5 | (22,600) | Project under budget, unexpended $22,639.65 up for reallocation |
| LED - PW Modular Building | 1,898 | Project slightly over |
| LED - Snow King Ice Rink | 112,000 | Council approved contract for additional funds ($163,750), County |
| START FAC ELECTRICAL UPGRADE | 25,000 | Additional funds were needed for new transformer which will also |
| **Total Capital Projects Fund** | **931,775** | |

| | | |
|---|---|---|
| **Water Fund Expenditures and Other Uses** | | |
| **Maintenance & Operations** | | |
| Property Insurance | (303) | Property Insurance Allocation |
| Liability Insurance | 95 | Liability Insurance Allocation |
| Training, Travel, & Meetings | 27 | Exceeded budget |
| Uniform Cleaning | (27) | Offset Training, Travel, and Meetings |
| Water/Sewer Supplies | 15,811 | amend due to increase water taps |
| **Wells** | | |
| Property Insurance | (310) | Property Insurance Allocation |
| Repair & Maint - Machinery | 15,000 | amend to cover SCADA issues and Chlorinator repairs |
| Repair & Maint - Buildings | 20,000 | cut to much for COVID reductions |
| **Billing & Accounting** | | |
| Training, Travel, & Meetings | 875 | Exceeded budget |
| Uniform Cleaning | (875) | Offset Training, Travel, and Meetings |
| Water/Sewer Supplies | 24,000 | for additional meters we had to purchase, pass thru as well sell then |
| **Capital Outlay** | | |
| Center Street 790'-LF | 40,000 | Additional for lateral work |
| Upper Snow King Estates | (40,000) | Offset for Center Street additional |
| Well #7 | 4,196 | Exceeded budget |
| Chevy K2500 | (4,196) | Offset for Well #7 |
| **Total Water Fund** | **74,293** | |
| | | |
| **Sewer Fund Expenditures and Other Uses** | | |
| **Plant Operations** | | |
| Property Insurance | (1,693) | Property Insurance Allocation |
| Liability Insurance | 243 | Liability Insurance Allocation |
| Training, Travel, & Meetings | 1,356 | Exceeded budget |
| Dust Abatement | (1,356) | Offset Training, Travel, and Meetings |
| **Maintenance & Operations** | | |
| Property Insurance | (177) | Property Insurance Allocation |
| Training, Travel, & Meetings | 155 | Exceeded budget |
| Repair & Maint - System | (155) | Offset Training, Travel, and Meetings |
| **Capital Outlay** | | |
| Snow King Estates Sewer Line R | 3,758 | Exceeded budget |
| **Total Sewage Fund** | **2,131** | |
| | | |
| **Internal Service Fund Expenditures and Other Uses** | | |
| **Fleet Management Fund** | | |
| Property Insurance | (75) | Property Insurance Allocation |
| Liability Insurance | 8 | Liability Insurance Allocation |
| **Total Internal Service Fund** | **(67)** | |
| | | |
| **Total Expenditures and Other Uses** | **1,231,428** | |
| | | |
| **General Fund Revenues and Other Sources** | | |
| Sales Tax | 114,261 | March/April sales tax surplus |
| Grants - COVID-19 | 20,000 | offsetting grant revenue |
| **Total General Fund** | **134,261** | |
| | | |
| **Special Revenue Fund** | | |
| **Employee Housing Fund** | | |
| Insurance Reimbursement | 22,943 | Flood damage, offsetting insurance reimbursement |
| **START Fund** | | |
| FTA/Idaho 5311 Grand Targhee Grant | 30,493 | Carryover from FY2019 |
| **Total Special Revenue Fund** | **53,436** | |
| | | |
| **Water Revenues and Other Sources** | | |
| Water Tap/Meter Fees | 39,811 | Offset for water/sewer supplies |
| **Total Water Revenues and Other Sources** | **39,811** | |
| | | |
| **Total Revenues and Other Sources** | **227,508** | |

# TOWN OF JACKSON
# TOWN COUNCIL
## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT:** Finance **PRESENTER:** Kelly Thompson, Finance Director
**MEETING DATE:** June 15, 2020

**SUBJECT: Adoption of FY 2021 Budget**

## STATEMENT/PURPOSE
To pass a resolution adopting the Fiscal Year 2021 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 20-19 Adopting the FY 2021 Budget
- Public e-mail comments

## RECOMMENDATION

It is recommended that the Mayor & Council pass the accompanying resolution adopting the FY 2021 budget.

## SUGGESTED MOTION

I move to approve the resolution adopting fiscal year 2021 budget.

**RESOLUTION 20-19**

**A RESOLUTION ADOPTING THE FISCAL YEAR 2021 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 2021.

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, 2021 shall be as follows:

**TOWN OF JACKSON, WYOMING**
**ADOPTED BUDGET FOR FISCAL YEAR 2021**
**ALL FUNDS - FINANCIAL SOURCES AND USES**

| DESCRIPTION | GENERAL FUND | SPECIAL REVENUE | CAPITAL PROJECTS | ENTERPRISE FUNDS | INTERNAL SERVICE | TOTAL FUNDS |
|---|---|---|---|---|---|---|
| **Beginning Fund Balance** | **$ 9,121,353** | **$ 5,397,600** | **$ 8,753,642** | **$ 9,827,747** | **$ 3,055,002** | **$ 36,155,344** |
| **Revenues:** | | | | | | |
| Taxes | 3,916,329 | 334,124 | 2,221,566 | - | - | 6,472,019 |
| Licenses & Permits | 996,540 | 311,000 | - | - | - | 1,307,540 |
| Intergovernmental | 5,386,074 | 4,678,873 | 1,373,581 | - | - | 11,438,528 |
| Charges for Services | 658,247 | 1,176,437 | - | 4,887,275 | 4,201,216 | 10,923,175 |
| Fines & Forfeitures | 327,500 | - | - | - | - | 327,500 |
| Miscellaneous Revenue | 350,479 | 542,860 | 280,068 | 150,520 | 64,300 | 1,388,227 |
| **Total Revenues** | **11,635,169** | **7,043,294** | **3,875,215** | **5,037,795** | **4,265,516** | **31,856,989** |
| Transfers In | 1,005,007 | 797,398 | - | 750,000 | 300,000 | 2,852,405 |
| **Total Sources** | **12,640,176** | **7,840,692** | **3,875,215** | **5,787,795** | **4,565,516** | **34,709,394** |
| **Expenditures:** | | | | | | |
| General Government | 4,947,523 | 338,655 | - | - | 3,689,746 | 8,975,924 |
| Public Safety | 6,949,256 | 55,000 | 885,000 | - | - | 7,889,256 |
| Public Works | 1,920,400 | - | 2,032,243 | 4,677,830 | 1,939,863 | 10,570,336 |
| Health & Welfare | 855,452 | - | - | - | - | 855,452 |
| Community Development | 221,476 | 526,901 | - | - | - | 748,377 |
| Transit | - | 6,298,624 | - | - | - | 6,298,624 |
| Culture & Recreation | 1,661,101 | - | 11,250 | - | - | 1,672,351 |
| Pathways | - | - | 195,000 | - | - | 195,000 |
| Debt Service | - | - | - | 108,220 | - | 108,220 |
| General Unallocated | 176,491 | - | - | - | - | 176,491 |
| **Total Expenditures** | **16,731,699** | **7,219,180** | **3,123,493** | **4,786,050** | **5,629,609** | **37,490,031** |
| Transfers Out | 763,174 | 449,531 | 750,000 | 889,700 | - | 2,852,405 |
| **Total Uses** | **17,494,873** | **7,668,711** | **3,873,493** | **5,675,750** | **5,629,609** | **40,342,436** |
| **Ending Fund Balance** | **$ 4,266,656** | **$ 5,569,580** | **$ 8,755,364** | **$ 9,939,792** | **$ 1,990,909** | **$ 30,522,301** |
| ***Change in Fund Balance*** | ***(4,854,697)*** | ***171,980*** | ***1,722*** | ***112,045*** | ***(1,064,093)*** | ***(5,633,043)*** |

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, 2021:

| | |
|---|---|
| **General Fund** | |
| General Government | |
| Mayor & Town Council | $ 325,266 |
| Town Attorney | 323,389 |
| Municipal Judge | 248,390 |
| Administration | 278,632 |
| Town Clerk & Personnel | 611,552 |
| Finance | 587,802 |
| Community Development | 436,097 |
| Information Technology | 550,258 |
| Planning | 980,928 |
| Town Facilities | 605,209 |
| Public Safety | |
| Police | 4,160,120 |
| Fire/EMS (County) | 1,559,273 |
| Communications Center (County) | 335,000 |
| Victim Services | 280,620 |
| Animal Shelter/Control | 254,356 |
| Building Inspections | 359,887 |
| Public Works | |
| Publice Works Administration | 301,810 |
| Streets | 1,200,488 |
| Town Engineer | 387,905 |
| Yard Operations | 30,197 |
| Health and Welfare | |
| Social Services | 855,452 |
| Community Development | |
| Community Promotion | 221,476 |
| Culture and Recreation | |
| Parks & Recreation (County) | 1,565,995 |
| Pathways | 79,839 |
| Memorial Park (Cemetery) | 15,267 |
| Unallocated | |
| Town-Wide Services & Insurance | 176,491 |
| Transfers Out | 763,174 |
| Total | $ 17,494,873 |
| **Special Revenue Funds** | |
| Affordable Housing | |
| Community Development | $ 526,901 |
| Employee Housing | |
| General Government | 338,655 |
| Animal Care | |
| Public Safety | 55,000 |
| Transfers Out | 35,000 |
| Lodging Tax | |
| Transfers Out | 334,224 |
| START Bus System | |
| Administration | 863,087 |
| Operations | 3,595,537 |
| Capital Outlay | 1,840,000 |
| Transfers Out | 80,307 |
| Total | $ 7,668,711 |

| | |
|---|---|
| **Capital Projects Funds** | |
| Capital Projects (5th cent) | |
| Public Works | |
| Annual Street Reconstruction | $ 320,000 |
| Cache Creek Tube | 1,034,743 |
| Rancher Street - Complete Street | 35,000 |
| Pathways | |
| TOJ Bicycle Network Improvements | 20,000 |
| Pathways Annual Cap. Repairs | 17,500 |
| Blair Dr. Kids Bike Loop | 2,500 |
| Scott Lane-Maple Way Bike/Ped/ADA Impro | 100,000 |
| Seal Coating | 55,000 |
| Culture and Recreation | |
| Parks & Rec | 11,250 |
| Public Safety | |
| Fire/EMS | 885,000 |
| Transfers Out | 750,000 |
| 2006 SPET Fund | |
| Downtown Public Amenities | 50,000 |
| 2010 SPET | |
| Energy Projects | 75,000 |
| 2014 SPET | |
| North Cache Streetscape Phase II | 100,000 |
| Gregory Lane Complete St/Drainage | 100,000 |
| Center Street Ped Improvements | 32,500 |
| 2016 SPET | |
| West Broadway Landslide | 20,000 |
| 2017 SPET | |
| Meadowlark Lane Sidewalk/Simpson Missing | 115,000 |
| Center Street ADA - Design | 45,000 |
| Pearl Ave Willow to Gros Ventre | 30,000 |
| Vine St. Sidewalk | 75,000 |
| Total | $ 3,873,493 |
| **Enterprise Funds** | |
| Water Utility | |
| Public Works | |
| Maintenance and operations | $ 852,187 |
| Water wells | 289,321 |
| Billing, accounting, & insurance | 184,396 |
| Capital outlay | 521,118 |
| Debt service | 108,220 |
| Transfers Out | 444,850 |
| Sewage Utility | |
| Public Works | |
| Sewage plant operations | 955,456 |
| Maintenance and operations | 340,567 |
| Billing, accounting, & insurance | 169,285 |
| Capital outlay | 1,365,500 |
| Transfers Out | 444,850 |
| Total | $ 5,675,750 |
| **Internal Service Funds** | |
| Employee Insurance | $ 2,692,185 |
| Fleet Management | 1,939,863 |
| IT Services | 997,561 |
| Total | $ 5,629,609 |

**PASSED, APPROVED, & ADOPTED this** 15th **day of** June **, 2020**

**Town of Jackson**

**By:** _____

**Pete Muldoon**
**Mayor**

**ATTEST:**

**By:** _____

**Sandy Birdyshaw**
**Town Clerk**

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: June 15, 2020

RE: Town Manager's Report

Deck Seating for Tasting Room

The Roadhouse Brewing Company located at 1225 Gregory Lane has submitted a request to change the layout of the tasting room in response to Public Health Guidelines and for permission to serve on a deck.

On January 16, 2018, Council approved a microbrewery license with an incidental tasting room with these conditions:

- The applicant shall request and obtain Council approval prior to any service or consumption of alcohol on any outdoor deck or patio.
- For the tasting room: a) Hours of operation are limited to 4-10pm b) only free samples of food served to customers for on-site consumption c) Only 10 seats allowed in tasting room and tasting room is limited to 10% of the total square footage d) on-premises consumption limited to 10% of yearly production e) Tasting room shall not generate additional employees or car trips to the site other than the principal brewery use.

Roadhouse's request is to remove the long table with 10 seats inside the tasting room and replace it with 3 small round tables each with 2 seats. 4 tasting room seats (without tables) would move outside to a 12x16 ground-level deck built adjacent to the front of their building, facing Gregory Lane. The deck would have railings around it. Customers would enter and exit the deck through the garage door and signage would be posted indicating where open containers are allowed. Their plan does include using the deck after COVID-19 restrictions are lifted.

Initial Staff review indicates:

1) Building review indicated that a building permit is not required for the deck since it is not over 30" off the ground
2) Fire/EMS indicated no concerns
3) Police Chief review indicated okay with idea if only for a temporary time during COVID restrictions, if long-term it may invite more confusion over a tasting room vs. bar
4) Planning review indicated okay with idea if only for a temporary time during COVID restrictions
5) Legal review indicated concerns on how to ensure temporary approval and neighbor reaction

6) Clerk review indicated concerns on if there is a true need for an outside patio if the inside room is large enough to accommodate distancing, ensuring a temporary approval, neighbor reaction, inviting social gatherings as a bar, and ongoing use of the deck

Staff is wary of this request due to the history of complaints related to the siteand the approval for a tasting room only and not a bar setup. Should the Council wish to entertain such a request, a separate motion would be appropriate to direct staff to bring the request forward as an action item at a future meeting.

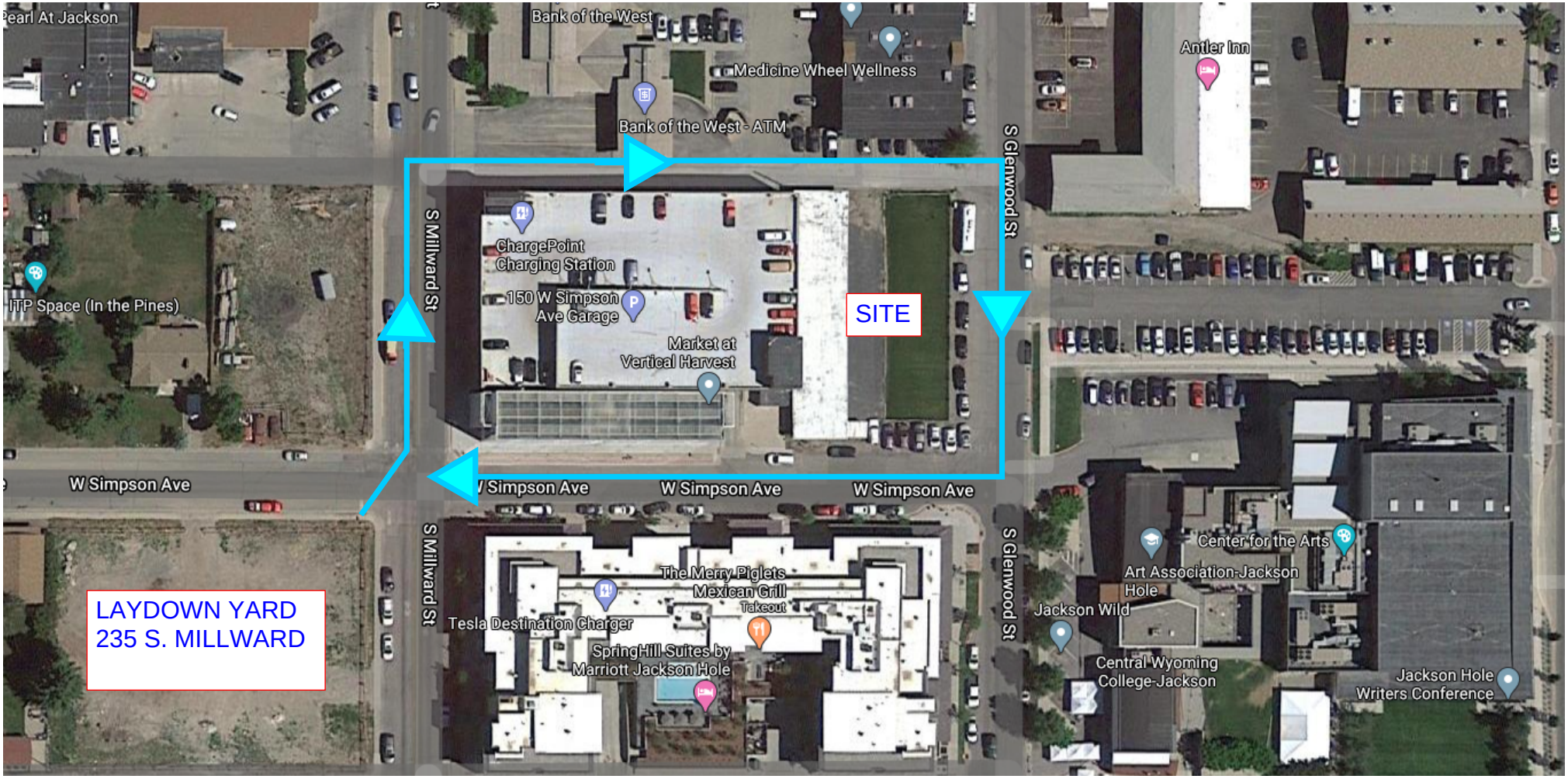
Construction Management Plan for Glenwood & Simpson Mixed Use Building
In an effort to keep the Council better informed on projects in the community, information is being attached to the Town Manager's report as appropriate. The construction management plan for the Glenwood and Simpson mixed use building is attached to the Town Manager's report for the Council's information.

June Sales and Lodging Tax
The Town budgeted a total of $16,249,500 in sales tax for FY20. June collections are down 14.8% over the same collection period last year. We are ending the fiscal year with $5,487 more than budgeted. June 2020 revenue represents collections from April 2020.

The Town budgeted a total of $1,161,493 in lodging tax revenues for FY20 from the 30% visitor impact portion combined with the 10% general fund portion. We collected $1,123,674 in FY20 which is 96.7% of total projected collections. Accumulated collections are down .4% for the year. June 2020 revenue represents April 2020 collections. These amounts are tracked through the Special Revenue Fund for the Lodging Tax.

new west
building company

# TRAFFIC FLOW PLAN
# GLENWOOD + SIMPSON MIXED USE



## DEMOLITION NOTES:

1. TRENCHING WORK SHALL COMPLY WITH OSHA REGULATIONS. THE CONTRACTOR IS RESPONSIBLE FOR TRENCH SAFETY.
2. DEMOLITION SHALL OCCUR AS PERMITS ALLOW.
3. PRELIMINARY DEMOLITION WORK WITHIN THE PROPERTY BOUNDARY PER DEMOLITION PERMIT.
4. REMAINING WORK BEYOND PROPERTY BOUNDARIES PER PUBLIC RIGHT OF WAY PERMIT

## LEGEND

(E) - EXISTING (P) - PROPOSED

- (E) MAJOR CONTOUR
- (E) MINOR CONTOUR
- (E) STRUCTURE
- (E) EDGE OF ASPHALT
- (E) EDGE OF CONCRETE
- (E) TOP BACK OF CURB
- (E) CURB FLOWLINE
- (E) WATER MAIN
- (E) WATER SERVICE
- (E) SEWER MAIN
- (E) SEWER SERVICE
- (E) UNDERGROUND POWER
- (E) UNDERGROUND GAS
- (E) UNDERGROUND PHONE
- (E) FENCE
- PROPERTY BOUNDARY
- COMPLETE DEMOLITION
- SAWCUT, DEMOLITION, AND REPAIR/REPLACEMENT

- INDICATES AN ALUMINUM CAP INSCRIBED "PLS 8469" FOUND THIS SURVEY
- INDICATES A 3 INCH DIAMETER ALUMINUM CAP INSCRIBED "PLS 2612" FOUND THIS SURVEY
- INDICATES A ⅝ INCH DIAMETER REBAR FOUND THIS SURVEY
- INDICATES A BRASS CAP INSCRIBED "RLS 164" FOUND THIS SURVEY
- INDICATES A "T"-STAKE FOUND THIS SURVEY
- INDICATES A NAIL AND SURVEY WASHER FOUND THIS SURVEY
- INDICATES A NAIL FOUND THIS SURVEY
- INDICATES A ¾ INCH DIAMETER REBAR FOUND THIS SURVEY
- CALCULATED POINT (NOTHING FOUND OR SET THIS SURVEY)
- WATER VALVE
- GAS VALVE
- SEWER MANHOLE
- STORM SEWER MANHOLE
- FIRE HYDRANT
- LIGHT POST
- UTILITY POLE
- SIGN
- WATER SPIGOT
- IRRIGATION CONTROL VALVE
- TELECOMMUNICATIONS PEDESTAL
- BOLLARD
- ELECTRICAL BOX
- ELECTRICAL BOX (FLUSH WITH GROUND)
- TELEPHONE PEDESTAL
- SEWER CLEANOUT
- METAL GRATE
- TREE

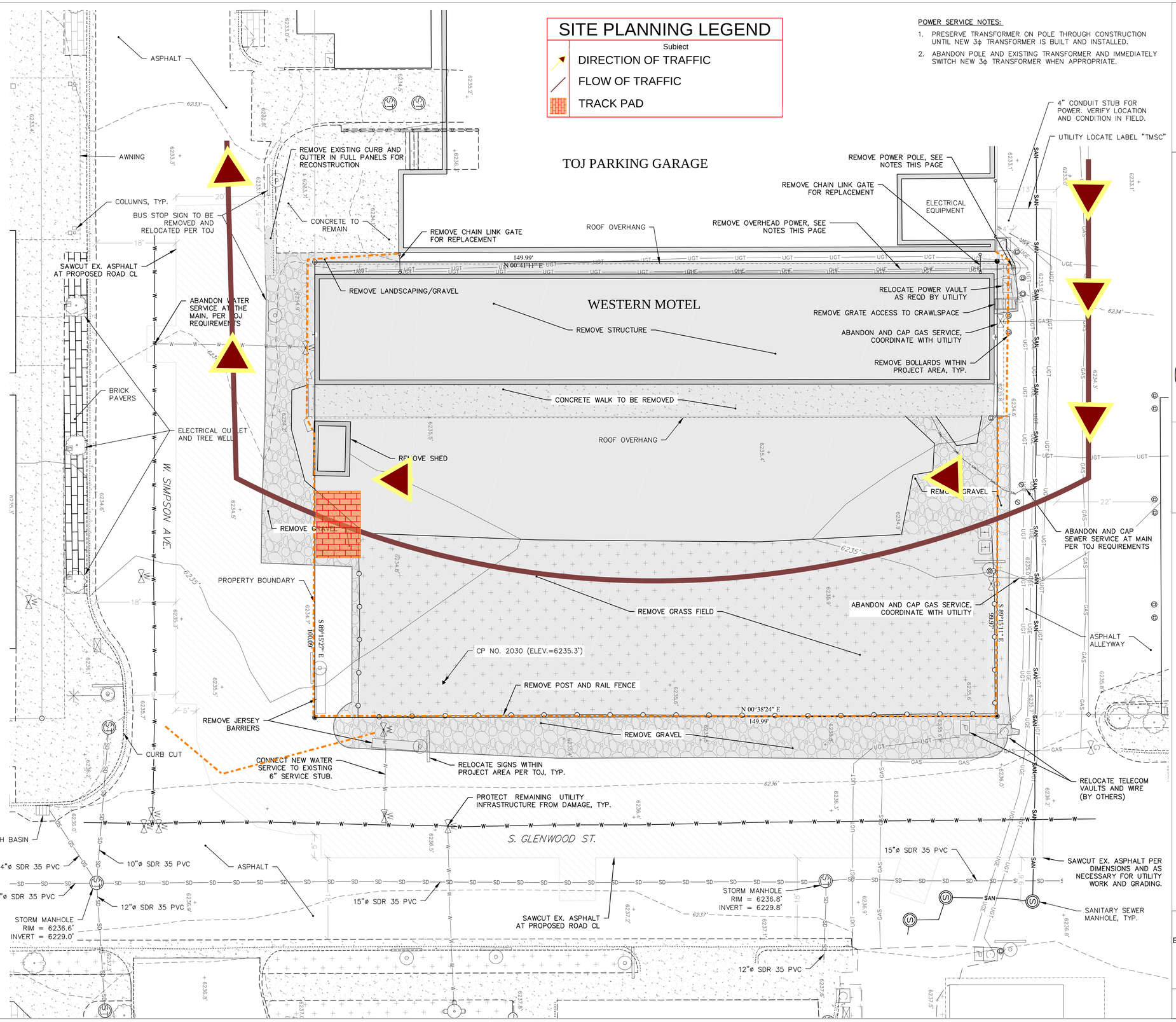
## SITE PLANNING LEGEND

Subject

- DIRECTION OF TRAFFIC
- FLOW OF TRAFFIC
- TRACK PAD

POWER SERVICE NOTES:

1. PRESERVE TRANSFORMER ON POLE THROUGH CONSTRUCTION UNTIL NEW 3ϕ TRANSFORMER IS BUILT AND INSTALLED.
2. ABANDON POLE AND EXISTING TRANSFORMER AND IMMEDIATELY SWITCH NEW 3ϕ TRANSFORMER WHEN APPROPRIATE.

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| DRAWING SET TITLE | DATE |
|---|---|
| PERMIT SUBMITTAL | 05/07/2019 |
| PERMIT RESP. REV. 1 | 01/13/2020 |

DRAWN BY: JG
CHECKED BY: VR
JOB #: 17429

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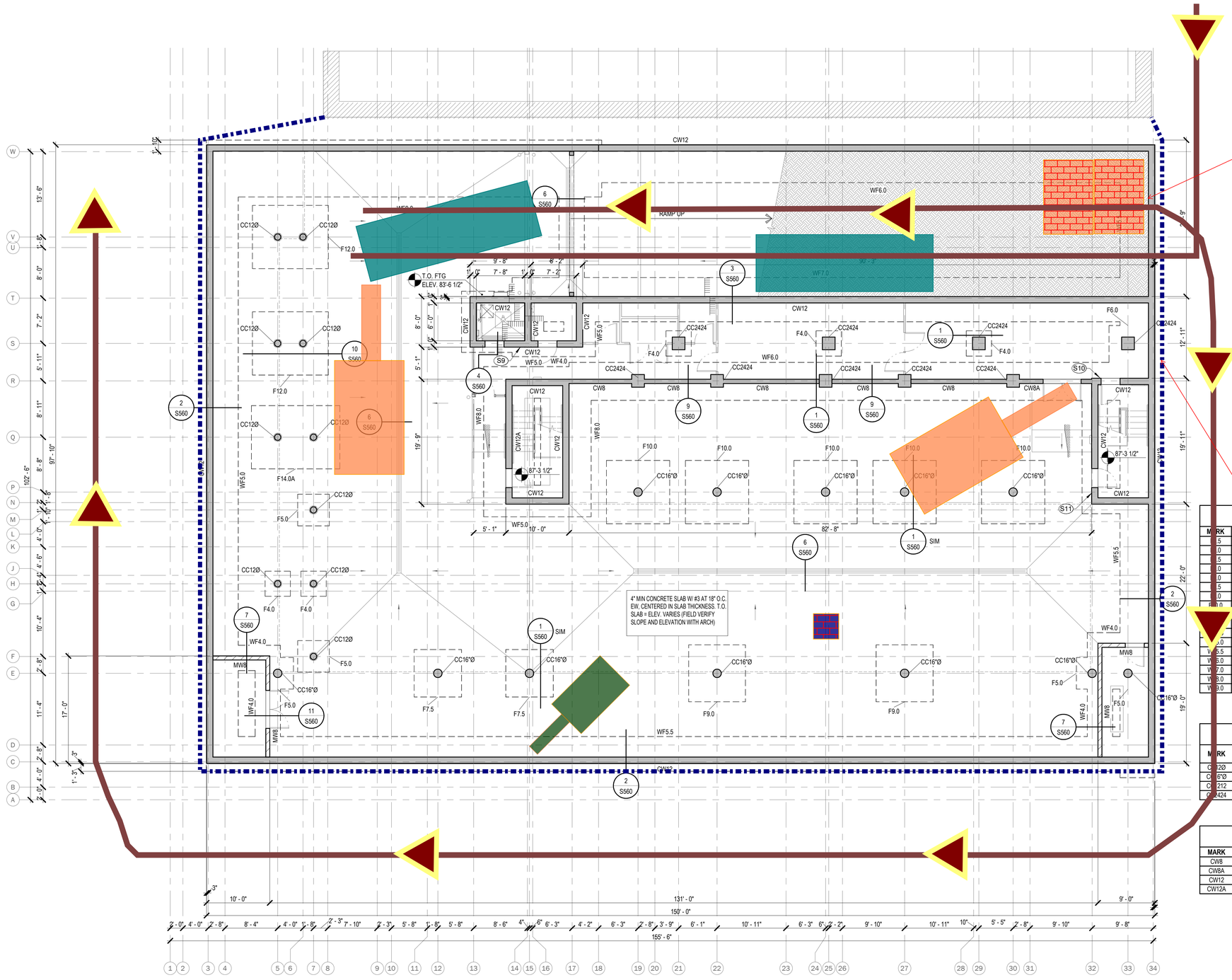
GLENWOOD & SIMPSON MIXED USE BUILDINGS

ARTS DISTRICT DEVELOPMENT, LLC
175 SOUTH GLENWOOD STREET, LOTS 11 & 12, BLOCK 2
SECOND WORT ADDITION, JACKSON WY, 83001

EXISTING CONDITIONS AND DEMOLITION PLAN

C1.1




## FOUNDATION PLAN NOTES

**EMBEDMENT:**

A. MIN EMBEDMENT DEPTH: 36". ALL FTGS SHALL EXTEND BELOW GRADE THE MIN EMBEDMENT DEPTH AS NOTED.

**CONCRETE:**

A. TYP T.O. FOOTING = 99'-0", UNO. TYP T.O. FOOTING AT INT STEEL COLUMN = 99'-0", UNO.

B. SLAB SHALL BE UNDERLAIN W/ 2" SAND OVER 6" BASE OF 3/4" CLEAN AGGREGATE OVER PROPERLY COMPACTED MATERIAL PER THE SOILS REPORT. A MIN 15 MIL VAPOR BARRIER SHALL BE PLACED BETWEEN THE SAND AND THE AGGREGATE BASE.

2'-6" SQUARE OR SMALLER OPENINGS IN CONCRETE WALL" DETAIL FOR OPENINGS IN COORDINATE OPENINGS W/ ARCH DWGS.

**MASONRY:**

A. MASONRY WALLS SHALL BE 8" THICK W/ #5 AT 8" O.C. VERT AND #5 AT 18" O.C. HORIZ, UNO IN DETAILS OR ON PLANS.

**MISC:**

A. TYP DETAILS AND NOTES SHALL APPLY, THOUGH NOT NECESSARILY INDICATED AT A SPECIFIC LOCATION ON PLANS.

## SITE PLANNING LEGEND

| | Description |
|---|---|
| | DIRECTION OF TRAFFIC |
| S9 | SITE FENCE |
| S10 | FLOW OF TRAFFIC |
| S11 | Excavator |
| | Micropile Drill Rig |
| | DUMP TRUCK |
| | TRACK PAD |

FENCE WILL ACCOMODATE SHORING LIMITS AND LAYBACK ALONG THE NORTHERN PROPERTY LINE.

| MARK | THICKNESS | WID | | | |
|---|---|---|---|---|---|
| | 5 | 36" | 3' - | | |
| | 0 | 12" | 4' - | | |
| | 5 | 36" | 4' - | | |
| | 0 | 12" | 5' - | | |
| | 0 | 18" | 6' - | | |
| | 5 | 24" | 7' - | | |
| | 0 | 24" | 9' - | | |
| | 0 | 15" | 10' - | | |
| | 24" | 10' - 0" | 12' - 0" | - | #6 BARS AT 12" O.C. EA WAY BOT |
| | 24" | 10' - 0" | 14' - 0" | - | #6 BARS AT 12" O.C. EA WAY BOT |
| | 20" | 4' - 0" | CONT | #6 BARS AT 8" O.C. TOP | #6 BARS AT 4" O.C. BOT |
| 0 | 20" | 5' - 0" | CONT | #6 BARS AT 12" O.C. TOP | #6 BARS AT 12" O.C. BOT |
| 5.5 | 20" | 5' - 6" | CONT | #6 BARS AT 9" O.C. TOP | #6 BARS AT 12" O.C. BOT |
| 6.0 | 22" | 6' - 0" | CONT | #6 BARS AT 10" O.C. TOP | #6 BARS AT 10" O.C. BOT |
| 7.0 | 22" | 7' - 0" | CONT | #6 BARS AT 14" O.C. TOP | #6 BARS AT 14" O.C. BOT |
| 8.0 | 20" | 8' - 0" | CONT | #6 BARS AT 12" O.C. TOP | #6 BARS AT 12" O.C. BOT |
| 9.0 | 20" | 9' - 0" | CONT | #6 BARS AT 12" O.C. TOP | #6 BARS AT 12" O.C. BOT |

## CONCRETE COLUMN SCHEDULE

| MARK | WIDTH/ DIAMETER | DEPTH | VERTICAL REBAR | TIES | TYPE |
|---|---|---|---|---|---|
| CC12Ø | 12" | - | (6) #6 BARS | #3 AT 12" O.C. | E |
| CC16"Ø | 16" | - | (12) #7 BARS | #3 AT 12" O.C. | E |
| CC212 | 12" | 12" | (4) #6 BARS | #3 AT 12" O.C. | A |
| CC2424 | 24" | 24" | (20) #5 BARS | #3 AT 10" O.C. | A |

## CONCRETE WALL SCHEDULE

| MARK | WIDTH | VERTICAL REINFORCING | HORIZONTAL REINFORCING | COMMENTS |
|---|---|---|---|---|
| CW8 | 8" | #6 AT 6" O.C. EA FACE | #4 AT 10" O.C. EA FACE | |
| CW8A | 8" | #6 AT 4" O.C. EA FACE | #6 AT 18" O.C. EA FACE | |
| CW12 | 12" | #6 AT 18" O.C. EA FACE | #6 AT 16" O.C. EA FACE | |
| CW12A | 12" | #6 AT 6" O.C. EA FACE | #4 AT 6" O.C. EA FACE | |

FOUNDATION PLAN

SCALE: 1/8" = 1'-0"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3632 N RANCHO DRIVE | LAS VEGAS, NV 89130 | PHONE: (702) 616-3107
1677 EUREKA ROAD STE. #102 | ROSEVILLE, CA 95661 | PHONE: (916) 780-2030



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Engineering System Solutions
4394 North 24th East, Suite A
Idaho Falls, ID 83401
phone 208.552.9874

3632 North Rancho Drive
Las Vegas, NV 89103
phone 702.616.3107


Professional Engineer (Structural)
ROBERT J. HATCH
9608
Date 01/10/2020
WYOMING
EXP: 12/31/21


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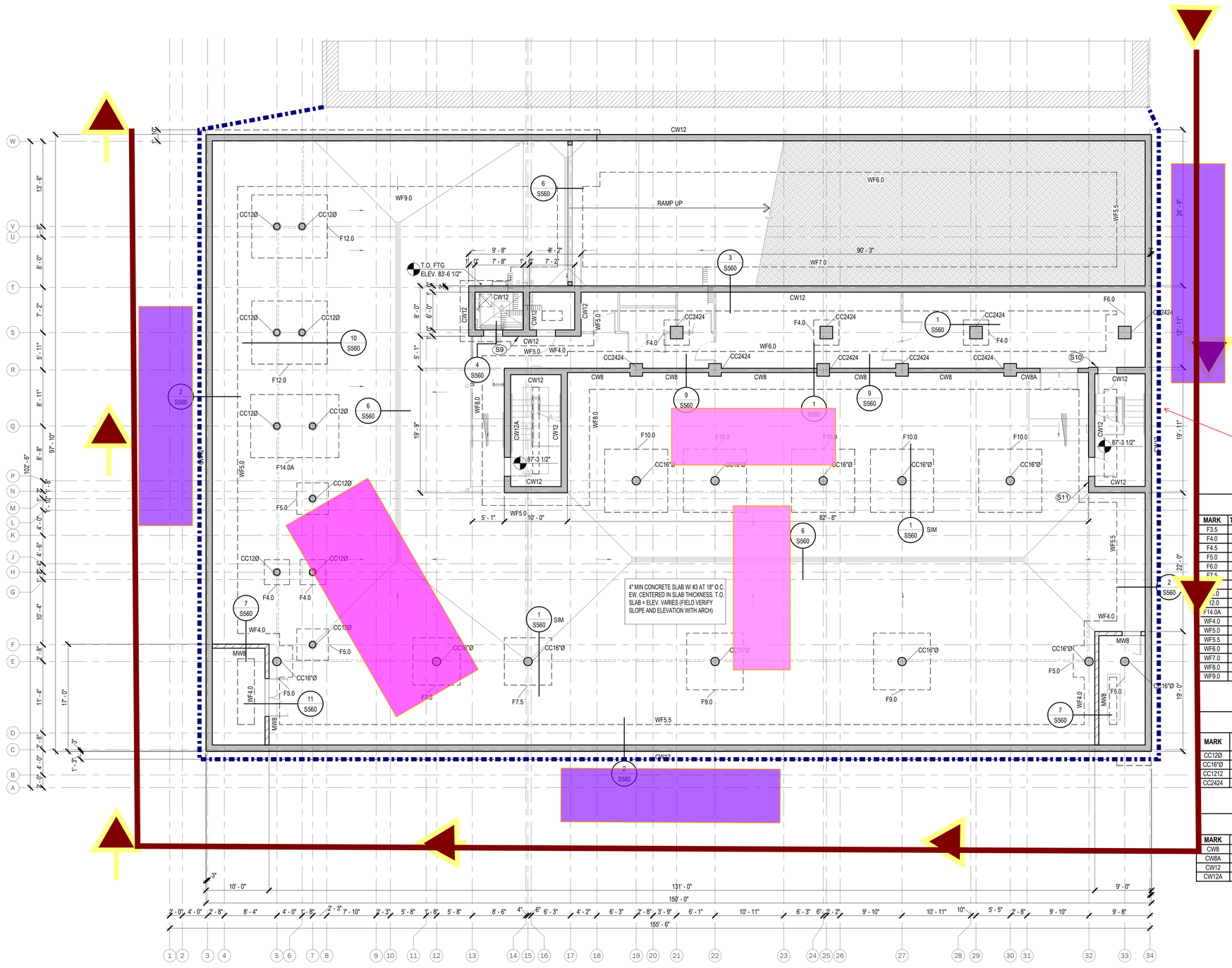
# Glenwood + Simpson Mixed Use Building (Phase II of the Milward + Simpson PMD)

Lots 11 & 12, Block 2, 2nd Wort Addition
Jackson, Wyoming 83001

Date 01/10/2020
Revisions

S100

FOUNDATION PLAN




## FOUNDATION PLAN NOTES

**EMBEDMENT:**

A. MIN EMBEDMENT DEPTH: 36". ALL FTGS SHALL EXTEND BELOW GRADE THE MIN EMBEDMENT DEPTH AS NOTED.

**CONCRETE:**

A. TYP T.O. FOOTING = 99'-0", UNO. TYP T.O. FOOTING AT INT STEEL COLUMN = 99'-0", UNO.

B. SLAB SHALL BE UNDERLAIN W/ 2" SAND OVER 6" BASE OF 3/4" CLEAN AGGREGATE OVER PROPERLY COMPACTED MATERIAL PER THE SOILS REPORT. A MIN 15 MIL VAPOR BARRIER SHALL BE PLACED BETWEEN THE SAND AND THE AGGREGATE BASE.

C. SEE "TYPICAL 2'-6" SQUARE OR SMALLER OPENINGS IN CONCRETE WALL" DETAIL FOR OPENINGS IN CONC WALL. COORDINATE OPENINGS W/ ARCH DWGS.

**MASONRY:**

A. MASONRY WALLS SHALL BE 8" THICK W/ #5 AT 8" O.C. VERT AND #5 AT 18" O.C. HORIZ, UNO IN DETAILS OR ON PLANS.

**MISC:**

A. TYP DETAILS AND NOTES SHALL APPLY, THOUGH NOT NECESSARILY INDICATED AT A SPECIFIC LOCATION ON PLANS.

## SITE PLANNING LEGEND

Description

- DIRECTION OF TRAFFIC
- SITE FENCE
- FLOW OF TRAFFIC
- STEEL TRAILER
- FORM TRAILER
- CRANE BASE

FENCE WILL ACCOMODATE SHORING LIMITS AND LAYBACK ALONG THE NORTHERN PROPERTY LINE.

## FOOTING SCHEDULE

| MARK | THICKNESS | WIDTH | LENGTH | TOP REINFORCING | BOTTOM REINFORCING |
|---|---|---|---|---|---|
| F3.5 | 36" | [illegible] | | | |
| F4.0 | 12" | [illegible] | | | |
| F4.5 | 36" | [illegible] | | | |
| F5.0 | 12" | [illegible] | | | |
| F6.0 | 18" | [illegible] | | | |
| F7.5 | 24" | [illegible] | | | |
| [illegible] | 24" | [illegible] | | | |
| [illegible].0 | 15" | [illegible] | | | |
| 12.0 | 24" | [illegible] | | | |
| F14.0A | 24" | [illegible] | | | |
| WF4.0 | 20" | [illegible] | | | |
| WF5.0 | 20" | [illegible] | | | |
| WF5.5 | 20" | [illegible] | | | |
| WF6.0 | 22" | [illegible] | | | |
| WF7.0 | 22" | 7' - 0" | CONT | #6 BARS AT 14" O.C. TOP | #6 BARS AT 14" O.C. BOT |
| WF8.0 | 20" | 8' - 0" | CONT | #6 BARS AT 12" O.C. TOP | #6 BARS AT 12" O.C. BOT |
| WF9.0 | 20" | 9' - 0" | CONT | #6 BARS AT 12" O.C. TOP | #6 BARS AT 12" O.C. BOT |

## CONCRETE COLUMN SCHEDULE

| MARK | WIDTH/ DIAMETER | DEPTH | VERTICAL REBAR | TIES | TYPE |
|---|---|---|---|---|---|
| CC12Ø | 12" | - | (6) #6 BARS | #3 AT 12" O.C. | E |
| CC16"Ø | 16" | - | (12) #7 BARS | #3 AT 12" O.C. | E |
| CC1212 | 12" | 12" | (4) #6 BARS | #3 AT 12" O.C. | A |
| CC2424 | 24" | 24" | (20) #5 BARS | #3 AT 10" O.C. | A |

## CONCRETE WALL SCHEDULE

| MARK | WIDTH | VERTICAL REINFORCING | HORIZONTAL REINFORCING | COMMENTS |
|---|---|---|---|---|
| CW8 | 8" | #6 AT 6" O.C. EA FACE | #4 AT 10" O.C. EA FACE | |
| CW8A | 8" | #6 AT 4" O.C. EA FACE | #6 AT 18" O.C. EA FACE | |
| CW12 | 12" | #6 AT 18" O.C. EA FACE | #6 AT 16" O.C. EA FACE | |
| CW12A | 12" | #6 AT 6" O.C. EA FACE | #4 AT 6" O.C. EA FACE | |

FOUNDATION PLAN
SCALE: 1/8" = 1'-0"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phone 702.616.3107


Professional Engineer (Structural)
ROBERT J. HATCH
9608
Date 01/10/2020
WYOMING
EXP: 12/31/21


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# Glenwood + Simpson Mixed Use Building (Phase II of the Milward + Simpson PMD)

Lots 11 & 12, Block 2, 2nd Wort Addition
Jackson, Wyoming 83001

Date 01/10/2020
Revisions

S100
FOUNDATION PLAN

## KEYNOTES

S8 L6x6x1/2 COLLECTOR ELEMENTS.

S10 PROVIDE #6 VERT BARS AT 4" O.C. EA FACE AND #6 HORIZ BARS AT 2" O.C. EA FACE HOOPS.

S11 PROVIDE #6 VERT BARS AT 10" O.C. EA FACE AND #6 HORIZ BARS AT 4" O.C. EA FACE HOOPS.

## FLOOR FRAMING PLAN NOTES

**WALLS:**

A. AT HIGH ROOF LOFT WALLS ATTACH 1/2" DENSDECK SHEATHING TO METAL STUDS W/ #10 SCREWS AT 4" O.C. BOUNDARY NAILING AND 12" O.C. FIELD NAILING UNO.

B. TYP STUD WALL FRAMING SHALL BE 600S200-54 STEEL STUDS AT 16" O.C. UNO.

**FRAMING:**

A. TYP ROOF DECKING SHALL BE 18 GA PLB-36 x 1 1/2" DEEP STEEL ROOF DECK. PROVIDE (3) SPAN MIN, UNO ON PLANS. ROOF DECK ATTACHMENT SHALL BE AS FOLLOWS UNO PER "TYPICAL STEEL DECK ATTACHMENT" DETAIL: 1/2"Ø PUDDLE WELDS PER SHEET AT ENDS, END LAPS, AND INTERMEDIATE SUPPORTS AT DRAGLINES/COLLECTORS. 1/2"Ø PUDDLE WELDS AT 6" O.C. AT PERIMETER SUPPORTS, EDGES OF OPENINGS PARALLEL W/ DECK NOTED ON PLANS, AND INERMEDIATE SUPPORTS AND DRAGLINES/COLLECTORS. SIDE SEAM ATTACHMENT SHALL BE BUTTON PUNCHES AT 12" O.C.

B. TYP FLOOR SHALL BE 4" NORMAL WEIGHT CONC OVER PLW2 18 GA STEEL DECK. MAX SPAN SHALL NOT EXCEED 8'-0". REINF CONC W/ 6x6-W1.4xW1.4 WWF. FLR DECK ATTACHMENT SHALL BE AS FOLLOWS UNO PER "TYPICAL STEEL DECK ATTACHMENT" DETAIL: (6/S530) 1/2"Ø PUDDLE WELDS PER SHEET AT ENDS, END LAPS, AND INTERMEDIATE SUPPORTS AT DRAGLINES/COLLECTS. 1/2"Ø PUDDLE WELDS AT 6" O.C. AT PERIMETER, EDGES OF OPENINGS PARALLEL W/ DECK NOTED ON PLAN, AND

A. TYP DETAILS AND NOTES SHALL APPLY, THOUGH NOT NECESSARILY INDICATED AT A SPECIFIC LOCATION ON THE PLANS.

B. "RME" INDICATES ROOF MOUNTED EQUIPMENT. JOIST/TRUSS MFR SHALL DESIGN JOISTS/TRUSSES FOR WT AS INDICATED ON PLANS AND SHALL ADD ADDL 100# OR 15% OF UNIT WT FOR CURB ALLOWNCE. PROVIDE FRAMING BELOW RME PER "TYPICAL OPENING AT SUPPORT FOR RME" DETAIL AND AROUND OPENING PER TYP DETAIL. FRAMING NOT SHOWN ON PLAN FOR CLARITY.

C. ADDL MECH OPENINGS IN DECK OR WALLS NOT SHOWN SHALL BE COORDINATED W THE ENGINEER PRIOR TO PENETRATING STRUCTURE.

D. CONTRACTOR TO VERIFY ALL DIMS AND CONDITIONS PRIOR TO CONSTRUCTION. RESOLVE ANY DISCREPANCIES W/ ARCHITECTS.

E. REFER TO NOTES ON ROOF FRAMING PLAN FOR ANY LOW ROOFS SHOWN ON THIS SHEET.

## SITE PLANNING LEGEND

Description

- DIRECTION OF TRAFFIC
- SITE FENCE
- FLOW OF TRAFFIC
- STEEL TRAILER
- FORM TRAILER
- CRANE BASE

FENCE WILL ACCOMODATE SHORING LIMITS AND LAYBACK ALONG THE NORTHERN PROPERTY LINE.

| MARK | WIDTH | W |
|---|---|---|
| CW8 | 8" | |
| CW8A | 8" | |
| CW12 | 12" | |
| CW12A | 12" | |

| MARK | WIDTH/ DIAMETER | | | | |
|---|---|---|---|---|---|
| CG20 | 12" | - | (6) #6 BARS | #3 AT 12" O.C. | E |
| CG19 | 16" | - | (12) #7 BARS | #3 AT 12" O.C. | E |
| CG12 | 12" | 12" | (4) #6 BARS | #3 AT 12" O.C. | A |
| CG24 | 24" | 24" | (20) #5 BARS | #3 AT 10" O.C. | A |

## FOOTING SCHEDULE

| MARK | THICKNESS | WIDTH | LENGTH | TOP REINFORCING | BOTTOM REINFORCING |
|---|---|---|---|---|---|
| F4.5 | 36" | 3' - 6" | 3' - 6" | - | (6) #5 EA WAY BOT |
| F8.0 | 12" | 4' - 0" | 4' - 0" | - | (4) #5 EA WAY BOT |
| F8.5 | 36" | 4' - 6" | 4' - 6" | - | (8) #5 EA WAY BOT |
| F9.0 | 12" | 5' - 0" | 5' - 0" | - | (6) #5 EA WAY BOT |
| F9.5 | 18" | 6' - 0" | 6' - 0" | - | #6 BARS AT 14" O.C. EA WAY BOT |
| F10.5 | 24" | 7' - 6" | 7' - 6" | - | (13) #5 EA WAY BOT |
| F10.0 | 24" | 9' - 0" | 9 ' - 0" | - | (16) #5 EA WAY BOT |
| F10.0 | 15" | 10' - 0" | 10' - 0" | - | (20) #5 EA WAY BOT |
| F12.0 | 24" | 10' - 0" | 12' - 0" | - | #6 BARS AT 12" O.C. EA WAY BOT |
| F14.0A | 24" | 10' - 0" | 14' - 0" | - | #6 BARS AT 12" O.C. EA WAY BOT |
| WF4.0 | 20" | 4' - 0" | CONT | #6 BARS AT 8" O.C. TOP | #6 BARS AT 4" O.C. BOT |
| WF5.0 | 20" | 5' - 0" | CONT | #6 BARS AT 12" O.C. TOP | #6 BARS AT 12" O.C. BOT |
| WF5.5 | 20" | 5' - 6" | CONT | #6 BARS AT 9" O.C. TOP | #6 BARS AT 12" O.C. BOT |
| WF6.0 | 22" | 6' - 0" | CONT | #6 BARS AT 10" O.C. TOP | #6 BARS AT 10" O.C. BOT |
| WF7.0 | 22" | 7' - 0" | CONT | #6 BARS AT 14" O.C. TOP | #6 BARS AT 14" O.C. BOT |
| WF8.0 | 20" | 8' - 0" | CONT | #6 BARS AT 12" O.C. TOP | #6 BARS AT 12" O.C. BOT |
| WF9.0 | 20" | 9' - 0" | CONT | #6 BARS AT 12" O.C. TOP | #6 BARS AT 12" O.C. BOT |

## STEEL COLUMN SCHEDULE

| MARK | COLUMN SIZE | BASE PLATE AND ANCHORAGE | TYPE |
|---|---|---|---|
| C8.625Ø | HSS8.625X0.500 | 1"x12" SQ BASE PL W (4) 3/4"Ø x12" EMBED | A |
| C44 | HSS4X4X1/4 | 1"x12" SQ BASE PL W (4) 3/4"Ø x12" EMBED | A |
| C66 | HSS6X6X3/8 | 1"x12" SQ BASE PL W (4) 3/4"Ø x12" EMBED | A |
| C88 | HSS8X8X3/8 | 1"x12" SQ BASE PL W (4) 3/4"Ø x12" EMBED | A |

FENCE WILL BE ADJUSTED TO PROVIDE PARKING. GC RESPONSIBLE FOR WORKING WITH TOWN TO ENSURE PROPER SNOW REMOVAL.

MAIN LEVEL FRAMING PLAN

SCALE: 1/8" = 1'-0"


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Professional Engineer (Structural) ROBERT J. HATCH 9608 Date 01/10/2020 WYOMING

EXP: 12/31/21


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# Glenwood + Simpson Mixed Use Building (Phase II of the Milward + Simpson PMD)

Lots 11 & 12, Block 2, 2nd Wort Addition
Jackson, Wyoming 83001

Date 01/10/2020

Revisions

S110

MAIN LEVEL FRAMING PLAN

## KEYNOTES

S8 L6x6x1/2 COLLECTOR ELEMENTS.

S10 PROVIDE #6 VERT BARS AT 4" O.C. EA FACE AND #6 HORIZ BARS AT 2" O.C. EA FACE HOOPS.

S11 PROVIDE #6 VERT BARS AT 10" O.C. EA FACE AND #6 HORIZ BARS AT 4" O.C. EA FACE HOOPS.

## FLOOR FRAMING PLAN NOTES

**WALLS:**

A. AT HIGH ROOF LOFT WALLS ATTACH 1/2" DENSDECK SHEATHING TO METAL STUDS W/ #10 SCREWS AT 4" O.C. BOUNDARY NAILING AND 12" O.C. FIELD NAILING UNO.

B. TYP STUD WALL FRAMING SHALL BE 600S200-54 STEEL STUDS AT 16" O.C. UNO.

**FRAMING:**

A. TYP ROOF DECKING SHALL BE 18 GA PLB-36 x 1 1/2" DEEP STEEL ROOF DECK. PROVIDE (3) SPAN MIN, UNO ON PLANS. ROOF DECK ATTACHMENT SHALL BE AS FOLLOWS UNO PER "TYPICAL STEEL DECK ATTACHMENT" DETAIL: 1/2"Ø PUDDLE WELDS PER SHEET AT ENDS, END LAPS, AND INTERMEDIATE SUPPORTS AT DRAGLINES/COLLECTORS. 1/2"Ø PUDDLE WELDS AT 6" O.C. AT PERIMETER SUPPORTS, EDGES OF OPENINGS PARALLEL W/ DECK NOTED ON PLANS, AND INERMEDIATE SUPPORTS AND DRAGLINES/COLLECTORS. SIDE SEAM ATTACHMENT SHALL BE BUTTON PUNCHES AT 12" O.C.

B. TYP FLOOR SHALL BE 4" NORMAL WEIGHT CONC OVER PLW2 18 GA STEEL DECK. MAX SPAN SHALL NOT EXCEED 8'-0". REINF CONC W/ 6x6-W1.4xW1.4 WWF. FLR DECK ATTACHMENT SHALL BE AS FOLLOWS UNO PER "TYPICAL STEEL DECK ATTACHMENT" DETAIL: (6/S530) 1/2"Ø PUDDLE WELDS PER SHEET AT ENDS, END LAPS, AND INTERMEDIATE SUPPORTS AT DRAGLINES/COLLECTS. 1/2"Ø PUDDLE WELDS AT 6" O.C. AT PERIMETER, EDGES OF OPENINGS PARALLEL W/ DECK NOTED ON PLAN, AND INTERMEDIATE SUPPORTS AND DRAGLINES/COLLECTORS. SIDE SEAM ATTACHMENT SHALL BE BUTTON PUNCHES AT 36" O.C.

C. ALL LEDGERS AT CONCRETE WALLS SHALL BE CSL44 UNO. SEE "TYPICAL STEEL LEDGER AT MASONRY/CONCRETE WALL" DETAIL.

**JOISTS:**

A. STEEL JOIST MFR SHALL DESIGN ALL JOISTS FOR 2% AXIAL LOAD (ASD) (TENSION OR COMPRESSION)

B.

C.

D.

E.

F.

G.

**MISC:**

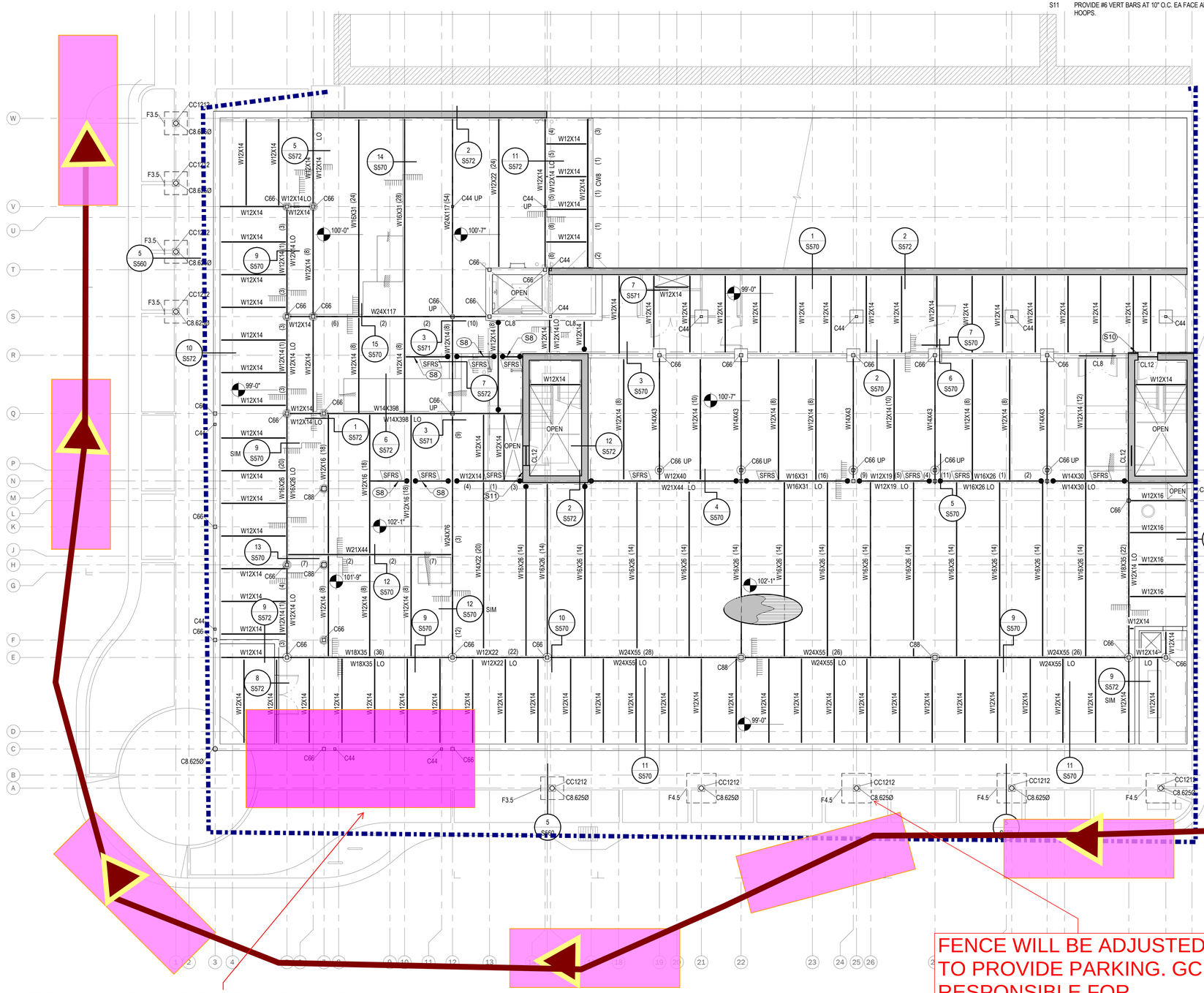
A.

B.

C. ADDL MECH OPENINGS IN DECK OR WALLS NOT SHOWN SHALL BE COORDINATED W THE ENGINEER PRIOR TO PENETRATING STRUCTURE.

D. CONTRACTOR TO VERIFY ALL DIMS AND CONDITIONS PRIOR TO CONSTRUCTION. RESOLVE ANY DISCREPANCIES W/ ARCHITECTS.

E. REF




MAIN LEVEL FRAMING PLAN
SCALE: 1/8" = 1'-0"

## SITE PLANNING LEGEND

Description

- DIRECTION OF TRAFFIC
- SITE FENCE
- FLOW OF TRAFFIC
- STEEL TRAILER
- CRANE BASE

FENCE WILL ACCOMODATE SHORING LIMITS AND LAYBACK ALONG THE NORTHERN PROPERTY LINE.

| | WIDTH | VERTICAL RE |
|---|---|---|
| | 8" | #6 AT 6" O.C. |
| | 8" | #6 AT 4" O.C. |
| | 12" | #6 AT 18" O.C. |
| | 12" | #6 AT 6" O.C. |

## CON

| MARK | WIDTH/ DIAMETER | DEPTH | VERTICAL REBAR | TIES | TYPE |
|---|---|---|---|---|---|
| CC12Ø | 12" | - | (6) #6 BARS | #3 AT 12" O.C. | E |
| CC16"Ø | 16" | - | (12) #7 BARS | #3 AT 12" O.C. | E |
| CC1212 | 12" | 12" | (4) #6 BARS | #3 AT 12" O.C. | A |
| CC2424 | 24" | 24" | (20) #5 BARS | #3 AT 10" O.C. | A |

## FOOTING SCHEDULE

| MARK | THICKNESS | WIDTH | LENGTH | TOP REINFORCING | BOTTOM REINFORCING |
|---|---|---|---|---|---|
| F3.5 | 36" | 3' - 6" | 3' - 6" | - | (6) #5 EA WAY BOT |
| F4.0 | 12" | 4' - 0" | 4' - 0" | - | (4) #5 EA WAY BOT |
| F4.5 | 36" | 4' - 6" | 4' - 6" | - | (8) #5 EA WAY BOT |
| F5.0 | 12" | 5' - 0" | 5' - 0" | - | (6) #5 EA WAY BOT |
| F6.0 | 18" | 6' - 0" | 6' - 0" | - | #6 BARS AT 14" O.C. EA WAY BOT |
| F7.5 | 24" | 7' - 6" | 7' - 6" | - | (13) #5 EA WAY BOT |
| F9.0 | 24" | 9' - 0" | 9 ' - 0" | - | (16) #5 EA WAY BOT |
| F10.0 | 15" | 10' - 0" | 10' - 0" | - | (20) #5 EA WAY BOT |
| F12.0 | 24" | 10' - 0" | 12' - 0" | - | #6 BARS AT 12" O.C. EA WAY BOT |
| F14.0A | 24" | 10' - 0" | 14' - 0" | - | #6 BARS AT 12" O.C. EA WAY BOT |
| WF4.0 | 20" | 4' - 0" | CONT | #6 BARS AT 8" O.C. TOP | #6 BARS AT 4" O.C. BOT |
| WF5.0 | 20" | 5' - 0" | CONT | #6 BARS AT 12" O.C. TOP | #6 BARS AT 12" O.C. BOT |
| WF5.5 | 20" | 5' - 6" | CONT | #6 BARS AT 9" O.C. TOP | #6 BARS AT 12" O.C. BOT |
| WF6.0 | 22" | 6' - 0" | CONT | #6 BARS AT 10" O.C. TOP | #6 BARS AT 10" O.C. BOT |
| WF7.0 | 22" | 7' - 0" | CONT | #6 BARS AT 14" O.C. TOP | #6 BARS AT 14" O.C. BOT |
| WF8.0 | 20" | 8' - 0" | CONT | #6 BARS AT 12" O.C. TOP | #6 BARS AT 12" O.C. BOT |
| WF9.0 | 20" | 9' - 0" | CONT | #6 BARS AT 12" O.C. TOP | #6 BARS AT 12" O.C. BOT |

## STEEL COLUMN SCHEDULE

| MARK | COLUMN SIZE | BASE PLATE AND ANCHORAGE | TYPE |
|---|---|---|---|
| C8.625Ø | HSS8.625X0.500 | 1"x12" SQ BASE PL W (4) 3/4"Øx12" EMBED | A |
| C44 | HSS4X4X1/4 | 1"x12" SQ BASE PL W (4) 3/4"Øx12" EMBED | A |
| C66 | HSS6X6X3/8 | 1"x12" SQ BASE PL W (4) 3/4"Øx12" EMBED | A |
| C88 | HSS8X8X3/8 | 1"x12" SQ BASE PL W (4) 3/4"Øx12" EMBED | A |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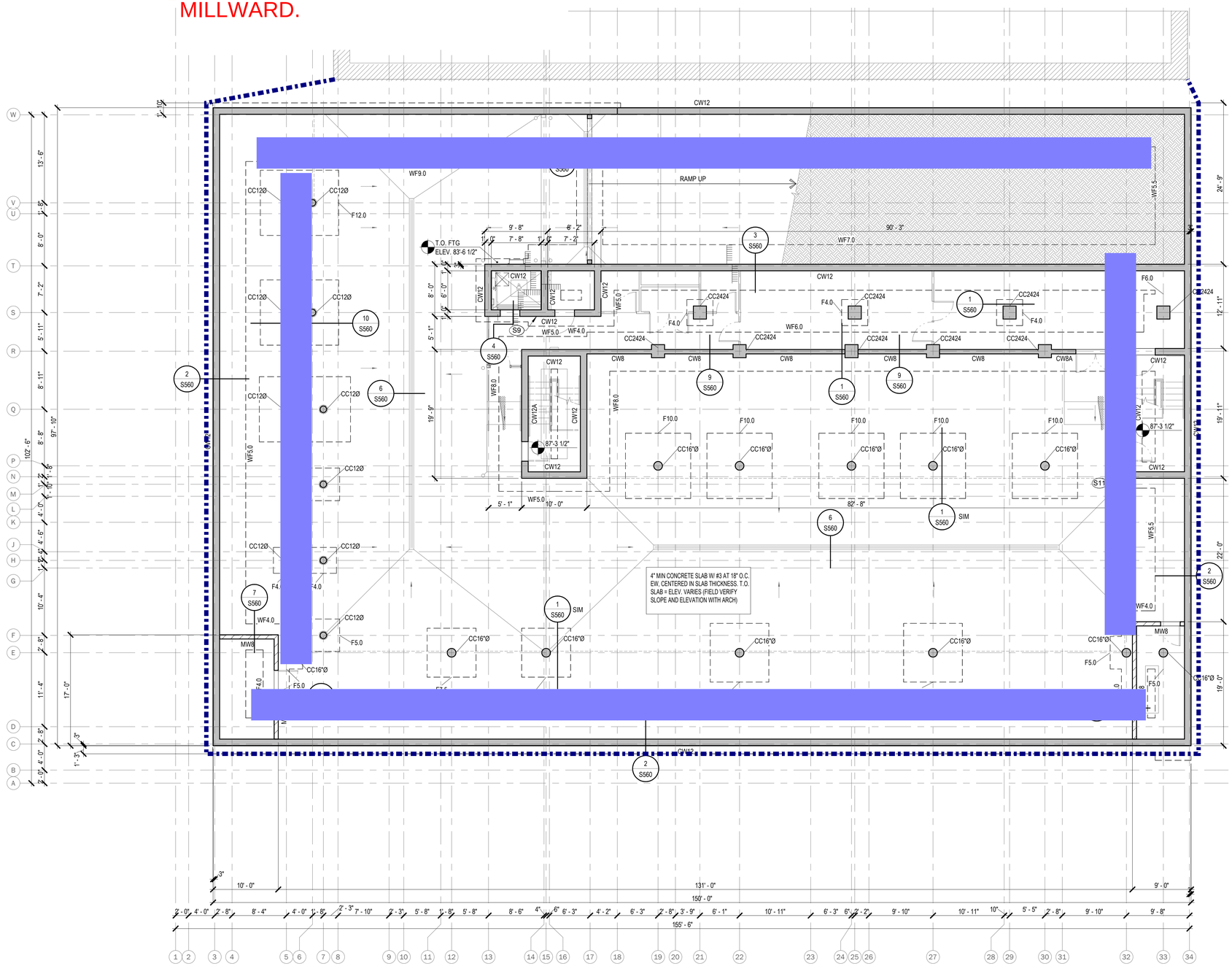
# Glenwood + Simpson Mixed Use Building (Phase II of the Milward + Simpson PMD)

Lots 11 & 12, Block 2, 2nd Wort Addition
Jackson, Wyoming 83001

Date 01/10/2020
Revisions

S110
MAIN LEVEL FRAMING PLAN

ALL MATERIAL TO BE STORED AT LAYDOWN AREA AT 235 SOUTH MILLWARD.




FOUNDATION PLAN

SCALE: 1/8" = 1'-0"

## FOUNDATION PLAN NOTES

**EMBEDMENT:**

A. MIN EMBEDMENT DEPTH: 36". ALL FTGS SHALL EXTEND BELOW GRADE THE MIN EMBEDMENT DEPTH AS NOTED.

**CONCRETE:**

A. TYP T.O. FOOTING = 99'-0", UNO. TYP T.O. FOOTING AT INT STEEL COLUMN = 99'-0", UNO.

B. SLAB SHALL BE UNDERLAIN W/ 2" SAND OVER 6" BASE OF 3/4" CLEAN AGGREGATE OVER PROPERLY COMPACTED MATERIAL PER THE SOILS REPORT. A MIN 15 MIL VAPOR BARRIER SHALL BE PLACED BETWEEN THE SAND AND THE AGGREGATE BASE.

C. SEE "TYPICAL 2'-6" SQUARE OR SMALLER OPENINGS IN CONCRETE WALL" DETAIL FOR OPENINGS IN CONC WALL. COORDINATE OPENINGS W/ ARCH DWGS.

**MASONRY:**

A. MASONRY WALLS SHALL BE 8" THICK W/ #5 AT 8" O.C. VERT AND #5 AT 18" O.C. HORIZ, UNO IN DETAILS OR ON PLANS.

**MISC:**

A. TYP DETAILS AND NOTES SHALL APPLY, THOUGH NOT NECESSARILY INDICATED AT A SPECIFIC LOCATION ON PLANS.

## KEYNOTES

S9 #6 VERT BARS AT 4" O.C. EA FACE AND #6 HORIZ BARS AT 3" O.C. EA FACE HOOPS.

S10 PROVIDE #6 VERT BARS AT 4" O.C. EA FACE AND #6 HORIZ BARS AT 2" O.C. EA FACE HOOPS.

S11 PROVIDE #6 VERT BARS AT 10" O.C. EA FACE AND #6 HORIZ BARS AT 4" O.C. EA FACE HOOPS.

## FOOTING SCHEDULE

| MARK | THICKNESS | WIDTH | LENGTH | TOP REINFORCING | BOTTOM REINFORCING |
|---|---|---|---|---|---|
| F3.5 | 36" | 3' - 6" | 3' - 6" | - | (6) #5 EA WAY BOT |
| F4.0 | 12" | 4' - 0" | 4' - 0" | - | (4) #5 EA WAY BOT |
| F4.5 | 36" | 4' - 6" | 4' - 6" | - | (8) #5 EA WAY BOT |
| F5.0 | 12" | 5' - 0" | 5' - 0" | - | (6) #5 EA WAY BOT |
| F6.0 | 18" | 6' - 0" | 6' - 0" | - | #6 BARS AT 14" O.C. EA WAY BOT |
| F7.5 | 24" | 7' - 6" | 7' - 6" | - | (13) #5 EA WAY BOT |
| F9.0 | 24" | 9' - 0" | 9 '- 0" | - | (16) #5 EA WAY BOT |
| F10.0 | 15" | 10' - 0" | 10' - 0" | - | (20) #5 EA WAY BOT |
| F12.0 | 24" | 10' - 0" | 12' - 0" | - | #6 BARS AT 12" O.C. EA WAY BOT |
| F14.0A | 24" | 10' - 0" | 14' - 0" | - | #6 BARS AT 12" O.C. EA WAY BOT |
| WF4.0 | 20" | 4' - 0" | CONT | #6 BARS AT 8" O.C. TOP | #6 BARS AT 4" O.C. BOT |
| WF5.0 | 20" | 5' - 0" | CONT | #6 BARS AT 12" O.C. TOP | #6 BARS AT 12" O.C. BOT |
| WF5.5 | 20" | 5' - 6" | CONT | #6 BARS AT 9" O.C. TOP | #6 BARS AT 12" O.C. BOT |
| WF6.0 | 22" | 6' - 0" | CONT | #6 BARS AT 10" O.C. TOP | #6 BARS AT 10" O.C. BOT |
| WF7.0 | 22" | 7' - 0" | CONT | #6 BARS AT 14" O.C. TOP | #6 BARS AT 14" O.C. BOT |
| WF8.0 | 20" | 8' - 0" | CONT | #6 BARS AT 12" O.C. TOP | #6 BARS AT 12" O.C. BOT |
| WF9.0 | 20" | 9' - 0" | CONT | #6 BARS AT 12" O.C. TOP | #6 BARS AT 12" O.C. BOT |

## CONCRETE COLUMN SCHEDULE

| MARK | WIDTH/ DIAMETER | DEPTH | VERTICAL REBAR | TIES | TYPE |
|---|---|---|---|---|---|
| CC12Ø | 12" | - | (6) #6 BARS | #3 AT 12" O.C. | E |
| CC16"Ø | 16" | - | (12) #7 BARS | #3 AT 12" O.C. | E |
| CC1212 | 12" | 12" | (4) #6 BARS | #3 AT 12" O.C. | A |
| CC2424 | 24" | 24" | (20) #5 BARS | #3 AT 10" O.C. | A |

## CONCRETE WALL SCHEDULE

| MARK | WIDTH | VERTICAL REINFORCING | HORIZONTAL REINFORCING | COMMENTS |
|---|---|---|---|---|
| CW8 | 8" | #6 AT 6" O.C. EA FACE | #4 AT 10" O.C. EA FACE | |
| CW8A | 8" | #6 AT 4" O.C. EA FACE | #6 AT 18" O.C. EA FACE | |
| CW12 | 12" | #6 AT 18" O.C. EA FACE | #6 AT 16" O.C. EA FACE | |
| CW12A | 12" | #6 AT 6" O.C. EA FACE | #4 AT 6" O.C. EA FACE | |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# Glenwood + Simpson Mixed Use Building (Phase II of the Milward + Simpson PMD)

Lots 11 & 12, Block 2, 2nd Wort Addition
Jackson, Wyoming 83001

Date 01/10/2020
Revisions

S100

FOUNDATION PLAN

new west
building company

*CONSTRUCTION MANAGEMENT PLAN*
for
**GLENWOOD + SIMPSON MIXED USE BUILDING**
175 South Glenwood Street

May 8, 2020
Town of Jackson
150 East Pearl Avenue
Jackson, WY 83001

**INTRODUCTION**
Glenwood + Simpson Mixed Use Building is a 40,846 square foot commercial mixed-use building located at 175 South Glenwood Street in Jackson, WY. The project is due to begin construction in summer of 2020 with a projected 21-month construction schedule. The general contractor is New West Building Company, the owner is Arts District West, LLC, and the architect is Harger Architects, LLC.

Construction activity shall be contained to the construction site at 175 South Glenwood Street. During construction, a staging area will be maintained at 235 South Millward Street that will be fenced and screened. The site will be fully fenced in for the duration of construction. Track pads will be placed at site entrances and a track pad will be utilized at the laydown at 235 South Millward on the entrance at the north side along W. Simpson.

Normal work hours for the project will be 7am to 7 pm, Monday through Friday, some situations, such as concrete pours, may happen outside of these times.

All PROW work will take place within approved dates provided by the Town of Jackson. No PROW work will take place following October 15, 2020 or October 15, 2021 until approved again per Town of Jackson.

**DEMOLITON – June 2020**
During the demolition phase, a site fence will be set up around the project boundary to ensure clear delineation of the project site as well as neighborhood safety during the work. All demolition equipment will be staged within the lot. The scope of demolition work includes dismantling the building, removing existing utilities, removing asphalt within the project boundaries, removing and storing existing Town of Jackson signage, and clearing and grubbing the site to prepare for excavation.

All traffic for the duration of the project will be brought onto the site from north alley between the site and Medicine Wheel Wellness. Traffic will always travel from the west to east (see Traffic Flow Diagram) for the entire duration of the project. The trucks will be loaded/unloaded

before travelling west on Simpson. Trucks will then take a right at the intersection of Simpson and Millward. All traffic will flow north onto the stop sign controlled intersection at Pearl. This will cause minimal traffic delays as vehicles will be restricted to right hand turns.

**EXCAVATION AND SHORING – July 2020**

During excavation and shoring, vehicles will be loaded within the construction fence as much as possible. In addition to the site fence, jersey barriers will be erected around the property boundary to ensure pedestrian safety and distance from construction activities. Temporary sanitation facilities will be brought onto site at this time for the duration of the project. At this time, the traffic flow will adjust from moving directly through the site to moving along the property boundary on South Glenwood Street. The parking ramp will be excavated throughout the shoring process and will be maintained throughout excavation, concrete and steel construction to better accommodate alley traffic flow. Traffic will flow per the traffic plan described above and reflected on Diagram 2: Excavation.

A stabilized construction entrance and access will be built for construction traffic. A sweeping broom will remove tracked soil and mud from the road as necessary.

The team will dig 3'-4' past the property line to provide room for the shoring and site walls to be safely performed. Shoring plan is being submitted separately from this CMP. Prior to installing shoring, we will request as-builts from the Town of Jackson so we can ensure that the helical piers that are pat of the parking garage construction are avoided during shoring install. The team will complete a video utility survey of the adjacent sewer and stormwater both before and after drilling to confirm that these critical infrastructure items were avoided.

During this time, the excavation team will complete all utility work that will be done in the street. The team will pull the appropriate PROW and encroachment permits to complete this scope of work prior to commencing.

**CONCRETE – August 2020 – September 2020**

Once shoring is complete, the ramp will be maintained to allow access into the hole for the concrete team. Forms and equipment will be moved onto the site from the ramp. A crane will be brought onto the site and staged from within excavated. Once all materials have been located, the ramp will be removed. Concrete scope will start with forming footers and stem walls, installing rebar, and pouring concrete. The pours will be isolated to one day events and will function on PROW's with minimal street or alley shutdowns, if shutdowns are necessary traffic control flaggers and signs will be utilized per TOJ rules. There are three pre-established for pump trucks during the concrete stage. Concrete trucks will follow the described flow of traffic (see Diagram 3: Concrete). Wash out locations will be provided at the main contractor lay down yard at 235 South Millward to preserve the Town Right of Way.

The ramp will be put back in place after concrete placement. Steel erection for the first floor and first floor deck will be performed from within the parking structure until the foundation is fully backfilled. Steel erection will begin in the northeast of the site and move to the south and finish to allow the crane to back out up the ramp. Once the first-floor walls and deck are complete, the shoring walls will be backfilled or removed if needed. The excavation team will backfill against the foundation and shoring per building documents.

**STEEL ERECTION – September 2020 – January 2020**

After backfill is complete and the road level is poured, a crane will be set on the eastern side of the site between the road and the property boundary. Picks are not allowed adjacent to areas open to the public unless they are within a fenced construction zone. All cranes will be operated by a certified operator and follow industry and OSHA standards. The building will be hung from the located crane, ensuring that no overhead lifts would go over public spaces. Loaded 20' flatbeds will travel along the established traffic route. A small number of flatbeds will be used cyclically during

steel construction, shuttling from the laydown yard to the crane pick area. Flatbeds will load at South Millward street before travelling north on South Millward. They will turn right along the alley to the north of the site, travelling east to west. Trailers will then pull adjacent to the building; all steel will be rigged and hung from this location. Empty trailers will be towed back to the laydown area while a loaded trailer arrives for the next pick, streamlining steel erection. We believe that this allows for minimal impact for the community.

During steel erection, (3) concrete pours will occur. The crane will be demobilized during these pours and the concrete pump truck will be staged in its place on the ramp access to the site. During this phase, concrete washout stations will be provided within the eastern staging access. All concrete deliveries will follow the established traffic plan.

Steel erection and concrete pours will be coordinated with the beginning of cold-formed metal framing. As the steel erection moves up the building, the cold formed metal framing scope will follow, beginning on the bottom floor and moving up.

After steel erection is completed and all the concrete decks have been poured, the fence line will be moved back to the canopy line and the town can either have parking returned or we would place covered pedestrian ways in on the Millward side of the street. The Simpson side would be provided a covered pedestrian shed to allow for access to the parking garage from the existing sidewalk on the east side of Millward and the Center for the Arts. These will remain in place for the duration of the project until site work can begin and permanent installations are possible.

**INTERIOR FRAMING/MEPS AND EXTERIOR DRY-IN– January 2021 – June 2021**
Following the completion of framing, exterior sheathing, windows, rainscreen and siding will be installed with the use of scaffolding. Scaffolding will also be used to allow roof access for the roofing team.

All exterior dry-in and install of exterior siding will take place within the approved encroachment spaces.

MEP rough-in will take place following the completion of framing.

**INTERIOR BUILD-OUT and LANDSCAPING – June 2021 – December 2021**
Following the completion of MEP rough in, the finishes phase of the project will begin. This includes insulation, drywall, painting, finish carpentry, finishes (tile, hardwood flooring, cabinets, appliances). During this phase of construction, work will be contained to within the fenced property boundary. Traffic will follow the same flow as outlined previously in this management plan. All landscaping and final utility work that takes place will have appropriate encroachment or PROW permits pulled with the Town of Jackson prior to commencement of work. All work in the road will be well marked with construction signage and supervision of traffic to ensure traffic is flowing as seamlessly as possible. All PROW permits and utility work will take place prior to October 15, 2021.

**CLOSE OUT AND PUNCHLIST – January 2022 - February 2022**
All final work punchlist and closeout work to complete the project.

**ADDITIONAL NOTES**
During all phases of construction, the construction team enforce that ALL subcontractor parking be located on the north side of Simpson, adjacent to the laydown yard. An overarching project rule will be enforced that no subcontractors will park in the parking structure during the busy seasons. We will also request, given the limited town space, that subcontractors rideshare or use mass transit as possible.

Normal work hours for the project will be 7am to 7 pm, Monday through Friday, some situations, such as concrete pours, may happen outside of these times.

NWBC understands that the areas surrounding the project site are shared and highly trafficked streets in Jackson. NWBC is committed to mitigating all impact of construction activity on the surrounding streets during construction.

As with all NWBC jobs, we will continue to enforce our rules of neighborhood etiquette and will have our contact info posted around the site if there are any issues or concerns. NWBC prides

itself on being a community focused contractor and has a proven track record of maintaining a happy neighborhood.

The CMP and associated narrative will be distributed to neighbors with hard copies and through e-mails.

**PROJECT CONTACT LIST**

With any questions or issues, please reach out to: community@newwestbc.com. This e-mail will ensure quick communication to the following members of the project:

Tyson Slater – VP of Construction Operations

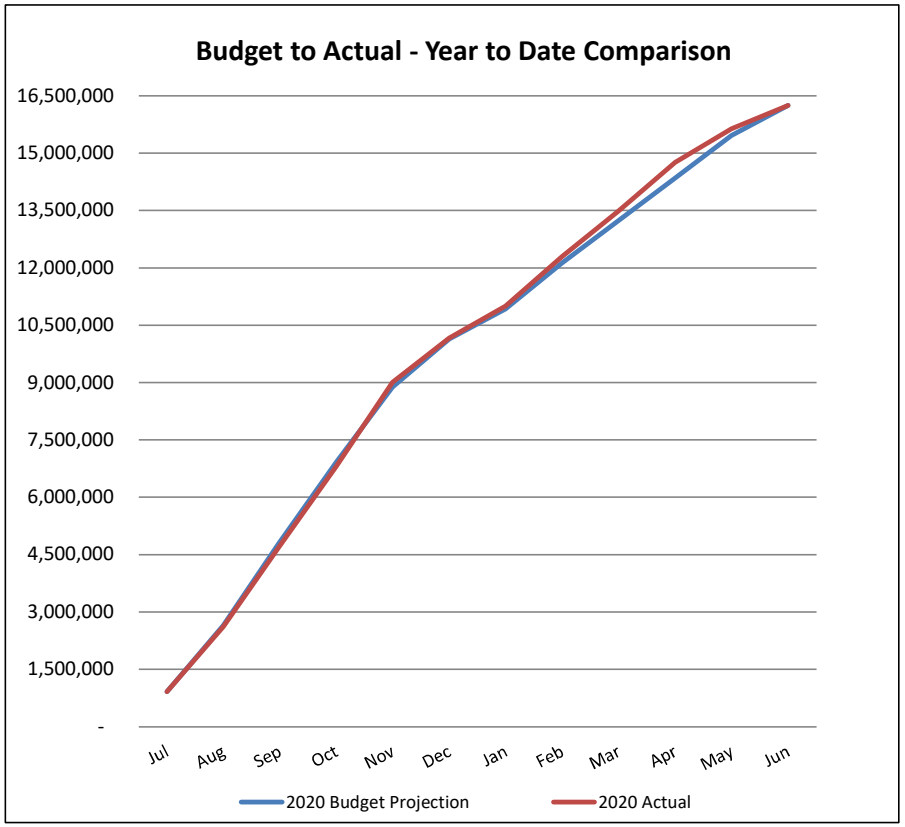
Jerren Ancira – Superintendent

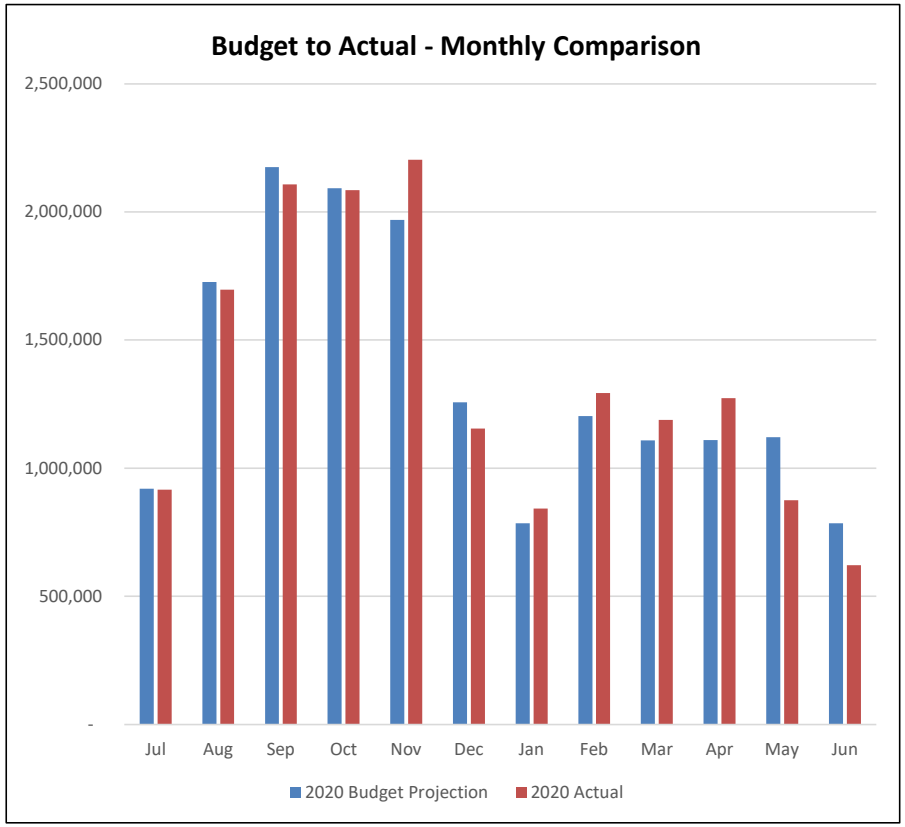
Haley Mahar – Project Manager

**TOWN OF JACKSON, WYOMING**
**SALES TAX COLLECTIONS (4% and 1%)**
**June-20**

| Receipt Month | FY2016 | FY2017 | 16/17 Change | 16/17 Percent Change | FY2018 | 17/18 Change | 17/18 Percent Change | FY2019 | 18/19 Change | 18/19 Percent Change | FY2020 | 19/20 Change | 19/20 Percent Change | 12 Mth Rolling Avg | Sales Month |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jul | $ 713,141 | $ 807,564 | $ 94,423 | 13.2% | $ 807,972 | $ 408 | 0.1% | $ 890,746 | $ 82,774 | 10.2% | $ 916,280 | $ 25,534 | 2.9% | 5.5% | May |
| Aug | 1,287,639 | 1,411,501 | 123,863 | 9.6% | 1,551,376 | 139,875 | 9.9% | 1,711,050 | 159,674 | 10.3% | 1,695,936 | (15,114) | -0.9% | 4.3% | Jun |
| Sep | 1,705,468 | 1,920,244 | 214,777 | 12.6% | 1,971,647 | 51,402 | 2.7% | 1,979,587 | 7,941 | 0.4% | 2,106,619 | 127,032 | 6.4% | 5.1% | Jul |
| Oct | 1,750,353 | 1,665,117 | (85,236) | -4.9% | 1,897,973 | 232,856 | 14.0% | 1,868,746 | (29,227) | -1.5% | 2,084,456 | 215,710 | 11.5% | 6.7% | Aug |
| Nov | 1,420,820 | 1,533,746 | 112,925 | 7.9% | 1,850,527 | 316,781 | 20.7% | 1,877,983 | 27,456 | 1.5% | 2,203,274 | 325,291 | 17.3% | 8.7% | Sep |
| Dec | 1,002,143 | 1,046,289 | 44,146 | 4.4% | 1,054,095 | 7,806 | 0.7% | 1,335,327 | 281,232 | 26.7% | 1,154,908 | (180,419) | -13.5% | 5.5% | Oct |
| Jan | 600,037 | 655,026 | 54,989 | 9.2% | 680,672 | 25,645 | 3.9% | 745,047 | 64,375 | 9.5% | 842,559 | 97,512 | 13.1% | 5.7% | Nov |
| Feb | 831,587 | 1,032,128 | 200,542 | 24.1% | 1,166,026 | 133,898 | 13.0% | 1,195,892 | 29,866 | 2.6% | 1,293,430 | 97,538 | 8.2% | 6.1% | Dec |
| Mar | 850,550 | 947,188 | 96,639 | 11.4% | 1,066,105 | 118,917 | 12.6% | 1,110,735 | 44,630 | 4.2% | 1,188,379 | 77,644 | 7.0% | 6.3% | Jan |
| Apr | 915,256 | 859,580 | (55,676) | -6.1% | 1,041,459 | 181,879 | 21.2% | 1,120,136 | 78,677 | 7.6% | 1,272,892 | 152,756 | 13.6% | 6.8% | Feb |
| May | 842,792 | 874,371 | 31,579 | 3.7% | 1,010,453 | 136,082 | 15.6% | 1,138,194 | 127,740 | 12.6% | 874,624 | (263,570) | -23.2% | 4.2% | Mar |
| Jun | 610,312 | 660,771 | 50,459 | 8.3% | 728,398 | 67,628 | 10.2% | 730,042 | 1,644 | 0.2% | 621,631 | (108,411) | -14.8% | 3.5% | Apr |
| **Totals** | $ 12,530,098 | $ 13,413,526 | $ 883,428 | **7.1%** | $ 14,826,704 | $ 1,413,178 | **10.5%** | $ 15,703,484 | $ 876,780 | **5.9%** | $ 16,254,987 | $ 551,503 | **3.5%** | | |

| | | |
|---|---|---|
| **Budgeted Sales Tax for FY 2020** | 3.50% | $ 16,249,500 |
| **Budgeted Sales Tax Year-to-Date** | | 16,249,500 |
| **Actual Sales Tax Collected Year-to-Date** | | 16,254,987 |
| **Leading (Lagging) Budget - through June** | | $ 5,487 |

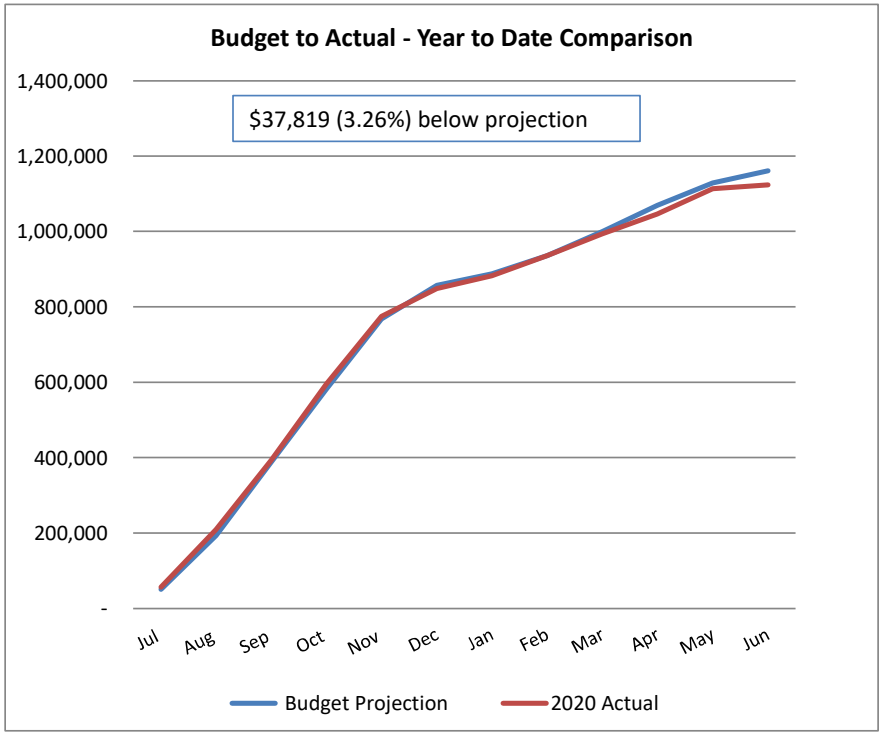
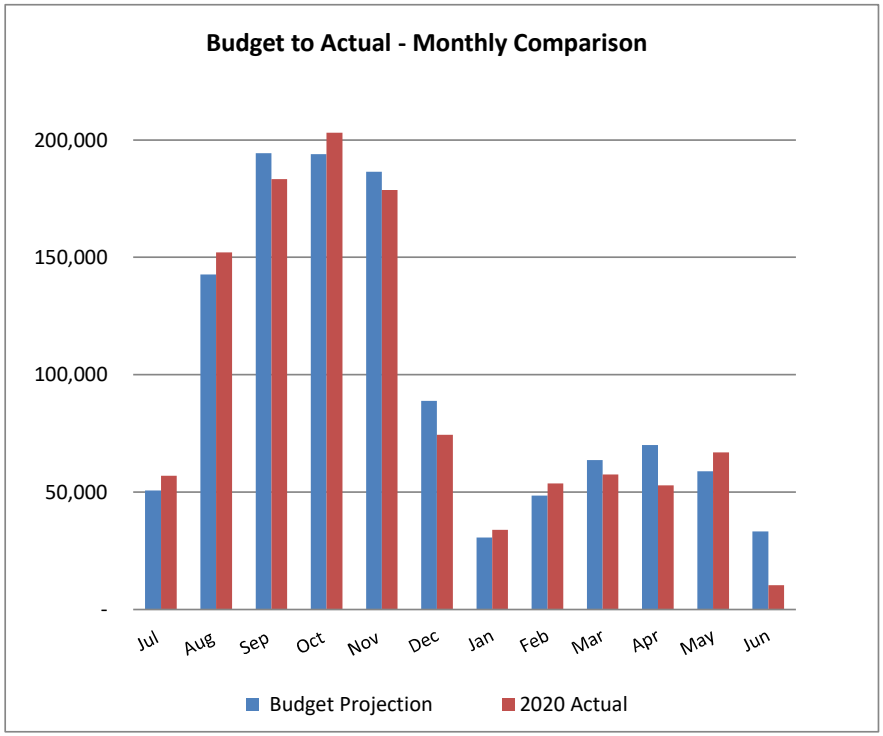


**TOWN OF JACKSON, WYOMING**
**LODGING TAX REPORT**
**June-20**

| 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 |
| **FY2020:** | | | | | | | | | | | | |
| July | $ 309,428 | $ 185,657 | $ 92,828 | $ 30,943 | $ 42,720 | $ 14,240 | $ 56,959 | 46.0% | $ 50,109 | $ 16,703 | $ 66,812 | 54.0% |
| August | 987,736 | 592,641 | 296,321 | 98,774 | 114,054 | 38,018 | 152,072 | 38.5% | 182,267 | 60,756 | 243,023 | 61.5% |
| September | 1,247,568 | 748,541 | 374,270 | 124,757 | 137,432 | 45,811 | 183,243 | 36.7% | 236,838 | 78,946 | 315,784 | 63.3% |
| October | 1,300,062 | 780,037 | 390,019 | 130,006 | 152,419 | 50,806 | 203,226 | 39.1% | 237,599 | 79,200 | 316,799 | 60.9% |
| November | 1,411,814 | 847,088 | 423,544 | 141,181 | 134,009 | 44,670 | 178,679 | 31.6% | 289,535 | 96,512 | 386,046 | 68.4% |
| December | 383,766 | 230,259 | 115,130 | 38,377 | 55,769 | 18,590 | 74,358 | 48.4% | 59,361 | 19,787 | 79,148 | 51.6% |
| January | 134,644 | 80,786 | 40,393 | 13,464 | 25,391 | 8,464 | 33,855 | 62.9% | 15,002 | 5,001 | 20,003 | 37.1% |
| February | 385,640 | 231,384 | 115,692 | 38,564 | 40,284 | 13,428 | 53,712 | 34.8% | 75,408 | 25,136 | 100,544 | 65.2% |
| March | 477,381 | 286,429 | 143,214 | 47,738 | 43,165 | 14,388 | 57,553 | 30.1% | 100,050 | 33,350 | 133,399 | 69.9% |
| April | 630,160 | 378,096 | 189,048 | 63,016 | 39,606 | 13,202 | 52,807 | 20.9% | 149,443 | 49,814 | 199,257 | 79.1% |
| May | 325,181 | 195,109 | 97,554 | 32,518 | 50,153 | 16,718 | 66,870 | 51.4% | 47,402 | 15,801 | 63,202 | 48.6% |
| June | 106,810 | 64,086 | 32,043 | 10,681 | 7,754 | 2,585 | 10,339 | 24.2% | 24,289 | 8,096 | 32,385 | 75.8% |
| **Totals** | $ 7,700,189 | $ 4,620,114 | $ 2,310,057 | $ 770,019 | $ 842,756 | $ 280,919 | $ 1,123,674 | 36.5% | $ 1,467,301 | $ 489,100 | $ 1,956,402 | 63.5% |

| | Visitor Impact | General Fund | Total |
|---|---|---|---|
| TOJ Budget | $ 871,120 | $ 290,373 | $ 1,161,493 |
| Budget Remain | $ 28,364 | $ 9,454 | $ 37,819 |
| Earned | | | 96.7% |
| Remaining | | | 3.3% |

| 12 Month Rolling Avg |
|---|
| -0.4% |

| | FY2019 Year-to-Date | FY2020 Year-to-Date | Increase (Decrease) | |
|---|---|---|---|---|
| T&T 60%: | $ 4,626,311 | $ 4,620,114 | $ (6,197) | -0.1% |
| TOJ 30% Visitor: | 846,150 | 842,756 | (3,395) | -0.4% |
| TOJ 10% General: | 282,050 | 280,919 | (1,132) | |