

Jackson Town Council Regular Meeting

May 3, 2021

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. ZOOM LINK FOR PUBLIC PARTICIPATION

To join, click the link or copy to your browser: <https://us02web.zoom.us/j/86459327816?pwd=KzUrQnhjUnVWVa0VBVFhhN2FmOUJlOz09>

If the link does not work, join at zoom.com with Webinar ID **864 5932 7816** Password: **83001**

or join by phone **1.346.248.7799** with Webinar ID **864 5932 7816** and Passcode **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations
 - 1. Proclamation for Teacher Appreciation Week
 - 2. New Employee Introduction: Keeley Buhler, Community Service Officer
 - 3. COVID Update

III. PUBLIC COMMENT

This section is reserved for comments on items that are not otherwise included in this agenda. Public comment is limited to 3 minutes. As a general practice, the Council will not hold discussion or debate these items. Nor will they make decisions on items presented during this time, but rather refer to staff for follow-up. If you would like to speak to the Council during the meeting, please address them during this open public comment, when public comment is called on a specific agenda 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. Meeting Minutes
 - 1. April 19, 2021 Special Workshop
 - 2. April 19, 2021 Regular Meeting
 - 3. April 26, 2021 Special Budget Workshop
- B. Disbursements
- C. Special Event: People's Market
- D. Encroachment Agreement for Ducting at 50 W Deloney

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

- A. Administration
 - 1. Restaurant Liquor License Application by Alpine Hotel Partners LLC (Lynsey Lenamond)
- B. Housing

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.

1. Request for Proposal for Affordable Rental Housing Development at 400 West Snow King (April Norton)
- C. Planning
 1. Item P21-054: Subdivision Plat for Grove Phase 3 at 825 W Snow King Ave (Tyler Valentine)
- D. Public Works
 1. Item B19-0393: Construction Management Plan at 135 N Cache for Hotel Jackson (Floren Poliseo) ***This item has been withdrawn.***
 2. Item P21-020: Northern South Park Sewer Connection Request (Floren Poliseo)

VI. RESOLUTIONS

- A. Resolution 21-12: A Resolution Authorizing START to Apply to The Community Foundation of Jackson Hole's Old Bill's Fun Run 2021
- B. Resolution 21-13: A Resolution Authorizing Animal Shelter to Apply to The Community Foundation of Jackson Hole's Old Bill's Fun Run 2021
- C. Resolution 21-14: A Resolution Authorizing Victim Services to Apply to The Community Foundation of Jackson Hole's Old Bill's Fun Run 2021
- D. Resolution 21-15 A Resolution Supporting Net Metering to the Wyoming Association of Municipalities (Susan Scarlata)
- E. Resolution 21-16 A Resolution Supporting Options for Revenue Generation to the Wyoming Association of Municipalities (Susan Scarlata)
- F. Resolution 21-17 A Resolution Supporting Home Rule to the Wyoming Association of Municipalities (Susan Scarlata)

VII. ORDINANCES

VIII. MATTERS FROM MAYOR AND COUNCIL

- A. Community Tennis Association
- B. Airport/National Park Scenic Tour Issue
- C. 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

TEACHER AND STAFF APPRECIATION WEEK

MAY 3-7, 2021

WHEREAS, Nationally, the week of May 3rd through the 7th celebrates teachers with Teacher Appreciation Week. Our local community recognizes that teachers and support staff provide essential educational, social-emotional, health and safety, and nutritional services to students in Pre-K through Grade 12; and

WHEREAS, Strong teacher and staff and student relationships significantly impact student engagement and achievement and have lasting impact on students' lives that extend well beyond their elementary and secondary school years; and

WHEREAS, working in the Pre-K to 12 educational setting requires commitment and dedication that extends well beyond the school day, noting that school employees serve as coaches, mentors and role models and as trusted confidants to students; and

WHEREAS, as school employees primarily serve students, they also become partners with families in navigating the unavoidable challenges of raising and educating children; and

WHEREAS, working in the Pre-K to 12 setting is a rewarding, yet challenging and stressful career. It may never have been more challenging or stressful than during the 2019-2020 and 2020-2021 school years due to the global pandemic that has required teachers and staff to modify how they carry out all their duties while also considering their own personal health and safety and that of their families.

NOW, THEREFORE, the Town of Jackson Mayor and Town Council does hereby declare its appreciation to all the Pre-K to 12 teachers and support-staff for their dedication to our community's youth in providing for the health, safety, and education and therefore, recognize **May 3-7, 2021 as Teacher and Staff Appreciation Week.**

DATED THIS 3rd Day of May 2021.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Lynsey Lenamond, Town Clerk

New Employee Intro: Keeley Buhler, Community Service Officer, Jackson Police Department

Keeley was born in Cheyenne, WY, but was raised all around the country. Her father grew up here in Jackson, so despite living all around the country she has always returned here to visit relatives.

During her free time, she enjoys running, hiking and snowboarding. Keely says she is excited to learn new things in her position as CSO, and to make Jackson her home.

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

April 19, 2021

JACKSON, WYOMING

The Jackson Town Council met in special workshop session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 2:00 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: *In-person*: None. *via Zoom*: Mayor Hailey Morton Levinson, Arne Jorgensen, Jessica Sell Chambers, and Jim Rooks. Jonathan Schechter joined at 2:03 p.m.

STAFF: Larry Pardee, Lea Colasuonno, Tyler Sinclair, Roxanne Robinson, Zolo, Michelle Weber, Johnny Ziem. Floren Poliseo, Paul Anthony, Brady Hansen, April Norton, Susan Scarlata, Lynsey Lenamond and Sandy Birdyshaw.

The Mayor introduced Annette Langley our new Planning Coordinator.

Director Updates. Floren Poliseo, Paul Anthony, Zolo, and Brady Hansen provided brief updates from their departments.

Council Priority and Staff Capacity Check-In. Tyler Sinclair provided an overview of Council's priorities identified at the 2021 Town Council Retreat, work plan projects, and next steps.

The Council held discussion and asked questions of staff.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to direct staff to amend the Project Descriptions as discussed today. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Ordinance 473 and LDR Definition of Family. Tyler Sinclair made staff comment regarding the definition of family in the Town's Land Development Regulations and the 1993 Ordinance Number 473.

Public comment was given by Mark Houser, Maddie Johnson, Ash Hermanowski, Clare Stumpf, Ivan Jimenez, Robert Mann, and Tim Fram.

The Council held discussion.

Councilor Jorgensen's connection was dropped from the meeting at 4:18 and rejoined at 4:24 p.m.

A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to direct staff to move to amend the Text of the Land Development Regulations, definition of family as described in the staff report consistent with Definition of Family - Option 3 and Occupancy Limit – Option 2.

Councilor Chambers asked to separate the motion.

A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to direct staff to move to amend the Text of the Land Development Regulations, definition of family as described in the staff report consistent with Definition of Family - Option 3 [*Family Option 3 – Repeal any Definition of Family*]. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to direct staff to move to amend the Text of the Land Development Regulations, consistent with Definition of Occupancy Limit – Option 2 [*Occupancy Option 2: Amend the LDRs to include maximum occupancy restrictions*]. Mayor Morton Levinson called for the vote. The vote showed 4-1 in favor with Chambers opposed. The motion carried.

Municipal Code Title 6 Updates Related to 2021 Legislation. This item was not heard. A motion was made by Arne Jorgensen and seconded by Hailey Morton Levinson to continue Title 6 to the next appropriate meeting. Mayor Morton Levinson called for the vote. The vote showed 4-1 in favor with Chambers opposed. The motion carried.

Rancher Street Complete Street Conceptual Design. Johnny Ziem presented a series of complete street conceptual designs related to the Rancher Street Complete Street Project from East Broadway Ave to Hansen Avenue.

Public comment was given by Lea Bonnecaze, Robert Mann, Connie Bergmann, Judd Grossman,

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to continue the Rancher Street item to next appropriate meeting as determined by the Mayor. The Mayor called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Jessica Chambers and seconded by Jim Rooks to adjourn the meeting. The Mayor called for the vote. The vote showed 5-0 in favor and the motion carried. The meeting adjourned at 5:12 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Sandra P. Birdyshaw, Town Clerk

Hailey Morton Levinson, Mayor

Publish JH News & Guide: April 28, 2021

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

April 19, 2021

JACKSON, WYOMING

The Jackson Town Council met in regular session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 6:00 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: *In-person:* None. *via Zoom:* Mayor Hailey Morton Levinson, Arne Jorgensen, Jessica Sell Chambers, and Jim Rooks. Jonathan Schechter joined at 6:04 p.m.

STAFF: Larry Pardee, Lea Colasuonno, Tyler Sinclair, Roxanne Robinson, Zolo, Michelle Weber, Carl Pelletier, Floren Poliseo, Brian Lenz, Darren Brugmann, Kelly Thompson, Lynsey Lenamond, and Sandy Birdyshaw.

Mayor Morton Levinson led those in attendance in the Pledge of Allegiance and read a proclamation for Spring Clean-Up and Burn Week and provided a brief update on current COVID levels.

Public Comment. Mary Martin made comment on a 15-minute parking space near the 4-H building. Stefania Fram made comment on the placement of a stop sign at the West Kelly and South Jackson intersection.

Consent Calendar. A motion was made by Jonathan Schechter and seconded by Jessica Chambers to approve the consent calendar including items A-D 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 April 12, 2021 regular meeting.
- B. **Disbursements.** ADVANCED GLASS TRIM, LLC \$600.00; BESTDRIVE IDAHO FALLS \$764.00; CARQUEST AUTO PARTS INC. \$124.42; CASELLE INC. \$1,744.00; CENTURYLINK \$511.35; CITY OF DRIGGS \$2,305.66; COMMUNITY SAFETY NETWORK \$9,187.50; COPYWORKS, LLC \$139.80; E.R. OFFICE EXPRESS \$877.68; EVIDENT \$134.75; FREEDOM MAILING SERVICE INC. \$1,731.45; GREENWOOD MAPPING INC. \$2,565.00; HIGH COUNTRY LINEN \$220.50; JACKSON HOLE COMMUNITY COUNSEL \$25,750.00; JACKSON HOLE COMMUNITY HOUSING \$6,250.00; JACKSON HOLE NEWS & GUIDE \$844.05; JORGENSEN ASSOCIATES, PC \$4,274.25; LOWER VALLEY ENERGY INC \$41,504.83; MOUNTAIN ALARM \$135.91; NAPA AUTO PARTS INC. \$17.90; NELSON ENGINEERING \$388.50; ON SIGHT LAND SURVEYORS INC. \$450.00; SNAKE RIVER ROASTING \$146.85; STANARD & ASSOCIATES, INC \$85.50; TETON COUNTY CLERK \$148,020.08; TETON COUNTY SHERIFF-DISPATCH \$31,873.85; TETON COUNTY SPECIAL FIRE FUND \$13,954.44; TETON COUNTY-FUND 10 \$8,590.93; TETON COUNTY-FUND 13 \$107,600.21; TETON MOTORS INC \$64.93; TETON TRASH REMOVAL, INC. \$47.00; THE TIRE RACK, INC. \$339.66; TITLE 22 CONSULTANTS \$1,025.36; VINCI LAW OFFICE LLC \$252.13; WESTBANK SANITATION \$51.72; WY CHILD SUPPORT ENFORCEMENT \$146.76; WYDOT \$55.20; WYOMING FINANCIAL INSURANCE, INC \$36.00; WYOPASS \$285.00; WY-TEST \$593.50; YELLOW IRON EXCAVATION, LLC \$975.00.
- C. **Bid 21-01 Award of Contract for Water Supply Zone 3 PRV Construction.** To approve the contract award and authorization of Mayor to sign the contract with Evans Construction Company to construct a Water Supply Zone 3 Pressure Reducing Valve Station.
- D. **Memorandum of Understanding with Friends of Pathway for START Bike Administration.** To approve an MOU with Friends of Pathways (FOP) to continue as third-party administrator (TPA) for the START Bike (Bike Share) program for the conclusion of FY21 and into FY22 (4th Full Season of START Bike from April through October 2021).

Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Special Event: Touch a Truck. Carl Pelletier made staff comment.

A motion was made by Jessica Chambers and seconded by Arne Jorgensen to approve the special event application submitted by the Jackson Hole Children's Museum for the annual Touch a Truck event subject to the conditions listed in the staff report. The Mayor called for the vote. The vote showed all in favor and the motion carried.

Special Event: Parks & Recreation Spring Run Off. Carl Pelletier made staff comment.

A motion was made by Jessica Chambers and seconded by Arne Jorgensen to approve the special event application submitted by the Teton County / Jackson Recreation Parks and Recreation Department for the annual Spring Run Off event subject to the conditions listed in the staff report. The Mayor called for the vote. The vote showed all in favor and the motion carried.

Continuation of Remote Meeting Attendance. Roxanne Robinson, Lea Colasuonno, and Zolo made staff comment.

A motion was made by Arne Jorgensen and seconded by Jessica Chambers to suspend Chapter II, Section 3, Quorum, and portions of Chapter II, Section 7.a, Addressing the Town Council, of the Town Council's Rules and Procedures to continue to temporarily allow Elected Officials to attend, participate and vote remotely and by so doing extend that allowance to members of staff, and to continue to temporarily allow members of the public to participate remotely in any regular, special, or emergency meetings through July 19, 2021 at midnight. The Mayor called for the vote. The vote showed all in favor and the motion carried.

Lease Agreement with Square One Systems Design at 3500 S Park Drive. Larry Pardee presented a lease agreement with Square One Systems Design for the use of a newly acquired Town property located at 3500 South Park Drive in the Service Center District. Lea Colasuonno made staff comment. Bob Viola made comment on behalf of Square One Systems Design. The Council held discussion on the annual lease rates.

A motion was made by Arne Jorgensen and seconded by Jessica Chambers to approve a 3-year lease agreement between Square One Systems Design and the Town of Jackson with a graduated lease rate of \$25,187 for the first year, \$38,580 for the second year, and \$42,700 for the third year. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Restaurant Liquor License Application by Alpine Hotel Partners LLC. This item was withdrawn from the agenda.

Transfer of Ownership for Pizzeria Caldera Restaurant Liquor License. Sandy Birdyshaw presented. Mayor Morton Levinson opened a public hearing in order to hear protest against this application. None were given. Mayor Morton Levinson closed the public hearing.

Having considered the Wyo. Stat. §12-4-104(b) statutory factors for this application, a motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve the application to transfer ownership of a restaurant liquor license to JHPizzeria LLC, subject to the following conditions and further direct the Town Clerk to issue the license upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

1. Certification of successful closing, fully signed lease (held in escrow), and revised food permit.
 2. Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.
- Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Resolution 21-10: A Resolution Establishing a Ground Transportation Fare Map. Presented by Lea Colasuonno. Michelle Weber made staff comment. The Council held discussion.

A motion was made by Arne Jorgensen and seconded by Jessica Chambers to approve Resolution 21-10.

RESOLUTION # 21-10. A RESOLUTION ESTABLISHING A GROUND TRANSPORTATION FARE MAP

WHEREAS, pursuant to Title 15 of the Wyoming State Statutes, the Town Council may institute regulations necessary for the health, safety and welfare of the Town, its inhabitants and guests; and

WHEREAS, the Town Council acknowledges that taxi rides provide convenience to residents and visitors of the Town, mitigates the need for a visitor to rent a vehicle, and provides safe option for residents and visitors to return to their home or rental accommodation; and

WHEREAS, the Town Council acknowledges that regulating taxi fares will ensure predictability in the amount customers will be charged, eliminate price gouging, and to ensure a reasonable return for owners and drivers; and

WHEREAS, on April 19, 2021, the Town Council approved Ordinance 1281 which amended and reenacted Title 5 of the Jackson Municipal Code and, in conjunction therewith, updated the taxi fare provisions thereof by adopting taxi fares by resolution; and

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, having duly met on April 19, 2021, at a Regular Town Council Meeting, which was properly noticed and open to the public, and having fully considered the matter at hand, that: The Jackson Town Council approves this Resolution #21-10 and establishes a Town of Jackson Ground Transportation Fare Map, attached hereto as Appendix A.

PASSED, APPROVED, AND ADOPTED this 19th day of April 2021.

Mayor Hailey Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Resolution 21-11: Amendment No. 3 to the FY 2021 Town Budget. Kelly Thompson made staff comment.

A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Resolution 21-11.

RESOLUTION # 21-11: A RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2021 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 2021 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	325,266	34,961	360,227
Town Attorney	322,739	6,071	328,810
Municipal Judge	249,040	8,030	257,070
Administration	278,632	10,430	289,062
Town Clerk & Personnel	611,552	17,097	628,649
Finance	587,802	17,094	604,896
Community Development	436,097	10,855	446,952
Information Technology	550,258	22,069	572,327
Planning	730,928	17,473	748,401
Town-Wide Services	279,049	1,493,944	1,772,993
Town Facilities	705,209	45,550	750,759
Police - Administration	514,545	25,538	540,083
Police - Investigations	360,312	12,001	372,313
Police - Patrol	2,876,794	206,910	3,083,704
Police - Community Service Officer	405,508	23,811	429,319
Police - Special Operations	19,394	-	19,394
Victim Services	280,620	10,871	291,491
Animal Shelter/Control	254,356	11,268	265,624
Building Inspections	359,887	15,970	375,857
Public Works Administration	301,810	10,724	312,534
Streets	1,224,658	152,735	1,377,393
Engineering	387,905	19,930	407,835
Yard Operations	30,197	-	30,197
Memorial Park (Cemetery)	15,267	102	15,369
Social Services	855,452	-	855,452
Community Initiatives	221,476	5,500	226,976
County-Budgeted Joint Programs	3,498,452	-	3,498,452
Transfers Out	1,525,200	2,400,000	3,925,200
Total General Fund	18,208,405	4,578,934	22,787,339
Affordable Housing	623,609	-	623,609
Total Affordable Housing Fund	623,609	-	623,609
Parking Exactions	25,000	-	25,000
Total Parking Exactions Fund	25,000	-	25,000
Parks Exactions	-	-	-
Total Park Exactions	-	-	-
Employee Housing	661,155	-	661,155
Total Employee Housing Fund	661,155	-	661,155
Animal Care	55,000	-	55,000
Transfers Out	35,000	-	35,000
Total Animal Care Fund	90,000	-	90,000
Lodging Tax	-	-	-
Transfers Out	334,224	-	334,224
Total Lodging Tax Fund	334,224	-	334,224
START Administration	873,087	11,924	885,011
START Operations	4,112,472	86,339	4,198,811
START Capital	7,915,651	-	7,915,651
START Indirect Cost Allocations	80,307	-	80,307
Total START Fund Expenditures	12,981,517	98,263	13,079,780
Capital Outlay	3,952,024	189,000	4,141,024
Transfers Out	150,000	-	150,000
Total Capital Projects Fund	4,102,024	189,000	4,291,024

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Capital Outlay	105,133	-	105,133
Total 2006 SPET	105,133	-	105,133
Capital Outlay	165,860	-	165,860
Total 2010 SPET	165,860	-	165,860
Capital Outlay	239,967	-	239,967
Total 2014 SPET	239,967	-	239,967
Capital Outlay	29,750	-	29,750
Total 2016 SPET	29,750	-	29,750
Capital Outlay	822,369	-	822,369
Total 2017 SPET	822,369	-	822,369
Capital Outlay	275,000	180,000	455,000
Total 2019 SPET	275,000	180,000	455,000
Water Maintenance & Operation	867,371	17,972	885,343
Water Wells	289,321	-	289,321
Water Billing & Accounting	184,396	2,687	187,083
Water Capital Outlay & Improvements	563,073	-	563,073
Water Debt Service	108,220	79,851	188,071
Water Transfers Out	444,850	-	444,850
Sewage Plant Operations	996,756	18,688	1,015,444
Sewage Maint. & Operations	340,567	4,295	344,862
Sewage Billing & Accounting	169,285	2,687	171,972
Sewage Capital Outlay & Improvements	1,571,123	-	1,571,123
Sewage Transfers Out	444,850	-	444,850
Total Enterprise Funds	5,979,812	126,180	6,105,992
Employee Insurance	2,692,185	-	2,692,185
Total Insurance Fund	2,692,185	-	2,692,185
Fleet Expenditures	1,947,383	37,821	1,985,204
Total Fleet Management Fund	1,947,383	37,821	1,985,204
Central Equipment Expenses	108,252	-	108,252
Total Central Equipment Fund	108,252	-	108,252
IT Services	1,037,561	5,500	1,043,061
Total IT Service Fund	1,037,561	5,500	1,043,061
REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	3,916,329	-	3,916,329
Licenses & Permits	996,540	-	996,540
Intergovernmental Revenue	5,558,983	4,219,247	9,778,230
Charges for Services	668,247	-	668,247
Fines & Forfeitures	327,500	-	327,500
Miscellaneous Revenue	350,479	1,200	351,679
Transfers In	1,005,007	-	1,005,007
Total General Fund	12,823,085	4,220,447	17,043,532
Licenses & Permits	250,000	-	250,000
Intergovernmental Revenue	72,000	-	72,000
Miscellaneous Revenue	20,000	-	20,000
Transfers In	276,901	1,000,000	1,276,901
Total Affordable Housing Fund	618,901	1,000,000	1,618,901
Licenses & Permits	51,000	-	51,000
Miscellaneous Revenue	14,500	-	14,500
Transfers In	-	-	-
Total Parking Exactions Fund	65,500	-	65,500
Licenses & Permits	10,000	-	10,000
Miscellaneous Revenue	3,900	-	3,900
Total Park Exactions Fund	13,900	-	13,900
Miscellaneous Revenue	431,160	-	431,160
Transfers In	212,026	-	212,026
Total Employee Housing Fund	643,186	-	643,186
Miscellaneous Revenue	60,200	-	60,200
Total Animal Care Fund	60,200	-	60,200

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	334,124	-	334,124
Miscellaneous Revenue	100	-	100
Total Lodging Tax Fund	334,224	-	334,224
Intergovernmental Revenue	10,943,221	-	10,943,221
Charges for Services	955,816	-	955,816
Miscellaneous Revenue	13,000	-	13,000
Transfers In	420,497	-	420,497
Total START Fund Revenues	12,332,534	-	12,332,534
Intergovernmental	1,453,581	-	1,453,581
Miscellaneous Revenue	298,368	-	298,368
Transfers In	322,500	1,700,000	2,022,500
Total Capital Projects Fund	2,074,449	1,700,000	3,774,449
Miscellaneous Revenue	4,400	-	4,400
Total 2006 SPET	4,400	-	4,400
Intergovernmental	94,199	-	94,199
Miscellaneous Revenue	6,000	-	6,000
Total 2010 SPET	100,199	-	100,199
Miscellaneous	55,900	-	55,900
Total 2014 SPET	55,900	-	55,900
Miscellaneous	5,400	-	5,400
Total 2016 SPET	5,400	-	5,400
Miscellaneous	6,500	-	6,500
Total 2017 SPET	6,500	-	6,500
Taxes	2,221,566	-	2,221,566
Miscellaneous	3,500	-	3,500
Total 2019 SPET	2,225,066	-	2,225,066
Water Intergovernmental	101,250	-	101,250
Water Charges for Services	2,370,617	-	2,370,617
Water Miscellaneous	79,720	-	79,720
Water Transfers In	75,000	-	75,000
Sewage Charges for Services	2,516,658	-	2,516,658
Sewage Miscellaneous	70,800	-	70,800
Sewage Transfers In	75,000	-	75,000
Total Enterprise Funds	5,289,045	-	5,289,045
Charges for Services	1,806,127	366,342	2,172,469
Miscellaneous Revenue	37,000	-	37,000
Transfers In	650,000	(200,000)	450,000
Total Employee Insurance Fund	2,493,127	166,342	2,659,469
Charges for Services	1,574,446	271,850	1,846,296
Miscellaneous Revenue	600	-	600
Total Fleet Management Fund	1,575,046	271,850	1,846,896
Miscellaneous Revenue	25,700	-	25,700
Transfers In	300,000	(100,000)	200,000
Total Central Equipment Fund	325,700	(100,000)	225,700
Charges for Services	820,643	-	820,643
Miscellaneous Revenue	1,000	-	1,000
Total IT Service Fund	821,643	-	821,643
CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	(5,385,320)	(358,487)	(5,743,807)
Affordable Housing	(4,708)	1,000,000	995,292
Parking Exactions Fund	40,500	-	40,500
Park Exactions Fund	13,900	-	13,900
Employee Housing Fund	(17,969)	-	(17,969)
Animal Care Fund	(29,800)	-	(29,800)
Lodging Tax Fund	-	-	-
Start Fund	(648,983)	(98,263)	(747,246)
Capital Projects	(2,027,575)	1,511,000	(516,575)
2006 SPET	(100,733)	-	(100,733)
2010 SPET	(159,860)	-	(159,860)
2014 SPET	(184,067)	-	(184,067)
2016 SPET	(24,350)	-	(24,350)
2017 SPET	(815,869)	-	(815,869)
2019 SPET	1,950,066	(180,000)	1,770,066
Enterprise Funds	(690,767)	(126,180)	(816,947)
Employee Insurance Fund	(199,058)	166,342	(32,716)
Fleet Management Fund	(372,337)	234,029	(138,308)
Central Equipment Fund	217,448	(100,000)	117,448
IT Services Fund	(215,918)	(5,500)	(221,418)

PASSED, APPROVED, & ADOPTED this 19th day of April 2021.

Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Ordinances. A motion was made by Jessica Chambers and seconded by Jonathan Schechter to read ordinances in short title. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Ordinance W: An Ordinance Amending and Reenacting Jackson Municipal Code Title 5 in its Entirety.

AN ORDINANCE AMENDING AND REENACTING TITLE 5 OF THE TOWN OF JACKSON MUNICIPAL CODE PROVIDING FOR BUSINESS REGULATION 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 Arne Jorgensen and seconded by Jessica Chambers to approve Ordinance W at third reading and designate it Ordinance #1281. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Matters from Mayor and Council.

Public Art Taskforce Appointments. Mayor Morton Levinson reappointed Inanna Reistad, Joseph Lovett, and Matt Kissel to 3-year terms on the Public Art Taskforce expiring April 30, 2024.

A motion was made by Jessica Chambers and seconded by Arne Jorgensen to consent to the Mayor’s reappointments to the Public Art Taskforce. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

WAM Resolutions for Legislative Agenda. Roxanne Robinson made staff comment. Arne Jorgensen suggested resolutions to put forth efforts to increase local government funding options and Net Metering.

Public Records Request Fee Structure. Lea Colasuonno, Roxanne Robinson, and Sandy Birdyshaw made staff comment. Council held discussion.

A motion was made by Jessica Chambers and seconded by Jim Rooks to add Reviewing the Public Info Fee Structure to a future agenda. Chambers withdrew her motion.

A motion was made by Arne Jorgensen and seconded by Jim Rooks to direct staff to put on a future Town Manager’s Report the current status of public information access as well as public record requests. Mayor Hailey Morton Levinson called for a vote. The vote showed 5-0 in favor and the motion carried.

Board and Commission Report. Arne Jorgensen provided a report from the Travel and Tourism Board and the START Boards memo on funding the Transportation Commission. Jonathan Schechter provided an update from the JH Air Board. Jim Rooks made comment on the JH Historical Society and Museum, Save the Block, and the School District’s student attendance. Jessica Chambers made comment on the Housing Supply Board.

Town Manager’s Report. A motion was made by Jessica Chambers and seconded by Jonathan Schechter to accept the Town Manager’s Report into the record. The Town Manager’s Report contained the Budget Meeting Schedule. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jessica Chambers to adjourn the meeting. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried. The meeting adjourned at 8:08 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Sandra P. Birdyshaw, Town Clerk
Publish JH News & Guide: April 28, 2021

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

April 26, 2021

JACKSON, WYOMING

The Jackson Town Council met in special budget workshop session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 9:00 A.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: *In-person:* None. *via Zoom:* Mayor Hailey Morton Levinson, Arne Jorgensen, Jessica Sell Chambers, Jonathan Schechter and Jim Rooks.

STAFF: Larry Pardee, Tyler Sinclair, Kelly Thompson, Zolo and Lynsey Lenamond.

Town of Jackson Budget. Larry Pardee and Kelly Thompson presented highlights from the FY2022 Recommended Budget. Key themes were restoration, preservation, investment, and maintaining a strong culture. Tyler Sinclair added staff comments.

Council held discussion with staff, recessed from 10:49 am to 10:55 am, then continued discussions with staff.

Adjourn. A motion was made by Jessica Chambers and seconded by Jonathan Schechter to adjourn the meeting. The Mayor called for the vote. The vote showed 5-0 in favor and the motion carried. The meeting adjourned at 11:31 am. minutes:ll

TOWN OF JACKSON

ATTEST:

Lynsey Lenamond, Town Clerk

Hailey Morton Levinson, Mayor

Publish JH News & Guide: May 5, 2021

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6634	107 WEST DESIGN, LLC	21-02	East Pearl Concept Sketches	03/13/2021	1,375.00	.00	
6634	107 WEST DESIGN, LLC	21-03	East Pearl Concept Sketches	04/17/2021	3,500.00	.00	
Total 6634:					4,875.00	.00	
51	ACE HARDWARE	732894	Head lamp	03/23/2021	19.99	.00	
51	ACE HARDWARE	733041	Home Ranch - dispenser fastener	03/25/2021	2.67	.00	
51	ACE HARDWARE	733381	Staple gun and sewer rod	03/29/2021	20.98	.00	
51	ACE HARDWARE	733462	SKHM - plumbing repair	03/30/2021	44.52	.00	
51	ACE HARDWARE	733856	duro bags 30 gall	04/02/2021	959.20	.00	
51	ACE HARDWARE	733858	credit	04/02/2021	80.00-	.00	
51	ACE HARDWARE	734141	START - Bldg Repairs - multi drill	04/06/2021	26.98	.00	
51	ACE HARDWARE	734150	batteries and trash can bags	04/06/2021	34.97	.00	
51	ACE HARDWARE	734369	cm 20 air acc kit	04/08/2021	29.99	.00	
51	ACE HARDWARE	734644	parts for air tube	04/12/2021	15.84	.00	
51	ACE HARDWARE	734661	Home Ranch - wood filler	04/12/2021	26.98	.00	
51	ACE HARDWARE	734672	flash light	04/12/2021	55.99	.00	
51	ACE HARDWARE	734880	parts for air tube	04/13/2021	5.49	.00	
51	ACE HARDWARE	735383	batteries and vinyl car cleaner	04/17/2021	29.98	.00	
Total 51:					1,193.58	.00	
21	ADVANCED INDUSTRIAL SUPPL	5216331	repair mx4 gas detector	04/14/2021	300.21	.00	
Total 21:					300.21	.00	
1178	ALAN'S WELDING INC.	50917	METAL FOR WASTE WATER	03/25/2021	6.00	.00	
Total 1178:					6.00	.00	
660	AMERICAN PUMP COMPANY	34010	repair pressure pump for broadwa	04/09/2021	282.50	.00	
Total 660:					282.50	.00	
2458	AMERIGAS	3114729896	propane west	11/30/2020	302.97	.00	
2458	AMERIGAS	3114729898	propane middle	11/30/2020	960.27	.00	
Total 2458:					1,263.24	.00	
3530	AMSOIL INC	19761545 RI	55 GALLON DRUM OF SYNTHE	03/30/2021	1,883.47	.00	
Total 3530:					1,883.47	.00	
6575	APEX SAGE INC	042121	Si-Ferrin = structural framing	04/21/2021	9,598.00	.00	
Total 6575:					9,598.00	.00	
3487	ARCHITECTURAL BUILDING SU	71209297	Locksets & rekeying	03/24/2021	1,286.20	.00	
3487	ARCHITECTURAL BUILDING SU	71209373	SKHM - IT Closet lockset	03/24/2021	67.51	.00	
3487	ARCHITECTURAL BUILDING SU	71210535	WWTP - locksets	03/24/2021	1,202.40	.00	
Total 3487:					2,556.11	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1783	AT&T	04202021	for account 287272169264	04/12/2021	86.46	.00	
Total 1783:					86.46	.00	
1560	BLUE SPRUCE CLEANERS,INC	010121	VOID AND REISSUE CHECK	01/01/2021	31.50	31.50	04/19/2021
1560	BLUE SPRUCE CLEANERS,INC	041921	uniform cleaning	04/19/2021	353.94	.00	
1560	BLUE SPRUCE CLEANERS,INC	12012020	VOID WRONG CHECK	12/01/2020	87.81	87.81	04/19/2021
Total 1560:					473.25	119.31	
2850	BMV LLC	8759	ship monthly coliform samples	04/07/2021	63.10	.00	
Total 2850:					63.10	.00	
3303	BRISTOL, JAMES	6494	VOID AND REISSUE CHECK	12/30/2020	110.00	110.00	04/19/2021
3303	BRISTOL, JAMES	6508	envelopes & business licenses	03/16/2021	440.00	.00	
3303	BRISTOL, JAMES	6511	Business Cards	04/05/2021	40.00	.00	
Total 3303:					590.00	110.00	
5	CARQUEST AUTO PARTS INC.	6090-518205	WHEEL WEIGHTS FOR SHOP	03/30/2021	115.94	.00	
5	CARQUEST AUTO PARTS INC.	6090-518385	OIL FILTER FOR ROAD AND LE	04/01/2021	3.02	.00	
5	CARQUEST AUTO PARTS INC.	6090-518642	OIL PRESSURE SWITCH FOR P	04/03/2021	25.43	.00	
Total 5:					144.39	.00	
544	CENTURYLINK	040721	charges for account p-307-111-50	04/08/2021	2,048.15	.00	
544	CENTURYLINK	041321	MONTHLY CHARGES 307-733-3	04/13/2021	82.50	.00	
Total 544:					2,130.65	.00	
50	CMI - TECO	50227	VALVE SPREADER FOR STREE	02/08/2021	302.02	.00	
Total 50:					302.02	.00	
605	CNA SURETY	15325921N 07	WY Notary Bond for Roxanne Rob	04/23/2021	50.00	.00	
Total 605:					50.00	.00	
69	COMMUNITY ENTRY SERVICES	040721	Annual Contrat 2020-2021	04/07/2021	12,500.00	.00	
Total 69:					12,500.00	.00	
1219	COMMUNITY FOUNDATION OF	042721	SLIB CARES funds	04/27/2021	290,428.94	.00	
Total 1219:					290,428.94	.00	
4887	CONTROL SYSTEM TECHNOLO	9939	trouble shoot well 6 bad drive unit	04/05/2021	500.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9947	modified programming for IPS lift	04/12/2021	1,317.50	.00	
Total 4887:					1,817.50	.00	
3272	COPYWORKS, LLC	32648	Signs for Public Work Outreach	04/13/2021	139.80	.00	
Total 3272:					139.80	.00	
6805	CROWLEY FLECK PLLP	936409	professional services	04/08/2021	3,500.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6805:					3,500.00	.00	
4918	DEAN'S PEST CONTROL LLC	59531	WWTP rodent controls (past due	03/10/2021	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	59815	START rodent control	03/02/2021	100.00	.00	
Total 4918:					200.00	.00	
2798	DPC INDUSTRIES, INC.	727000065-21	chlorine	03/29/2021	2,250.39	.00	
Total 2798:					2,250.39	.00	
3408	E.R. OFFICE EXPRESS	17478	Paper	04/12/2021	89.89	.00	
3408	E.R. OFFICE EXPRESS	17565	Brown folders for personnel orient	04/23/2021	37.20	.00	
Total 3408:					127.09	.00	
502	ELECTRICAL WHSLE SUPPLY C	S5049824.001	Town Hall - 2nd Floor lamps	03/16/2021	99.60	.00	
Total 502:					99.60	.00	
6451	ELITE PARTS	S23273	HI-VAC GAUGE	04/05/2021	118.22	.00	
Total 6451:					118.22	.00	
5223	ENERGY CONSERVATION WOR	040121	Contract service 2020-2021	04/01/2021	7,000.00	.00	
Total 5223:					7,000.00	.00	
1134	ENERGY LABORATORIES INC.	383600	weekly wwtp testing	03/31/2021	94.00	.00	
1134	ENERGY LABORATORIES INC.	383986	weekly WWTP testing	04/01/2021	282.00	.00	
1134	ENERGY LABORATORIES INC.	386788	weekly WWTP testing	04/15/2021	114.00	.00	
1134	ENERGY LABORATORIES INC.	387706	weekly WWTP testing	04/19/2021	322.00	.00	
Total 1134:					812.00	.00	
3195	FERGUSON ENTERPRISES, IN	9209094	START - floor sweeper water valv	04/09/2021	26.85	.00	
Total 3195:					26.85	.00	
4709	FLEETPRIDE	64732747	BRAKE KITS FOR START	12/09/2020	506.28	.00	
4709	FLEETPRIDE	70694071	HEATER HOSE FOR RESALE	03/25/2021	250.50	.00	
Total 4709:					756.78	.00	
4119	FLOWMARK/HIGH TECH COMP	105953	Aeropac air filters	03/17/2021	317.08	.00	
Total 4119:					317.08	.00	
6605	FLOYD'S TRUCK CENTER	X303014111:01	FREIGHT FOR PLOW SHOES	02/01/2021	76.64	.00	
6605	FLOYD'S TRUCK CENTER	X303014111:02	MUSHROOM PLOW SHOES FO	03/01/2021	857.06	.00	
Total 6605:					933.70	.00	
6178	FORTRESS HOME IMPROVEME	431-835	START = sky light roof leak temp.	03/12/2021	471.00	.00	
Total 6178:					471.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4212	GILLIG LLC	40792528	REAR SUSPENSION PARTS FO	03/30/2021	274.53	.00	
4212	GILLIG LLC	40793164	ALIGNMENT BLOCKS FOR BUS	04/01/2021	357.88	.00	
4212	GILLIG LLC	40793257	3 WINDOWS FOR BUS 202	04/02/2021	7,177.35	.00	
4212	GILLIG LLC	40793681	COOLANT SENSORS FOR BUS	04/02/2021	356.07	.00	
4212	GILLIG LLC	40794936	TIE ROD ENDS FOR RESALE	04/07/2021	115.16	.00	
Total 4212:					8,280.99	.00	
5009	GM SHEET METAL LLC	4398	WWTP - Office window metal trim	04/13/2021	352.00	.00	
Total 5009:					352.00	.00	
5734	GREENWAY PAINTING LLC	1380	SK Housing - Unit-8 tenant move	03/30/2021	572.26	.00	
Total 5734:					572.26	.00	
473	GREENWOOD MAPPING INC.	040121	GIS aerial images	04/01/2021	270.00	.00	
Total 473:					270.00	.00	
4988	HD FOWLER COMPANY	15641365	8 inch fernco coupling	12/10/2020	136.54	.00	
Total 4988:					136.54	.00	
96	HIGH COUNTRY LINEN	0243786	Home Ranch = blue berry mats, o	03/22/2021	25.31	.00	
96	HIGH COUNTRY LINEN	0244079	shop towels and mat replacement,	03/24/2021	86.57	.00	
96	HIGH COUNTRY LINEN	0244880	Home Ranch = blue berry mats, o	03/29/2021	7.50	.00	
96	HIGH COUNTRY LINEN	0245417	uniform cleaning	04/01/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0245417	uniform cleaning	04/01/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0245417	shop and break room towels, laun	04/01/2021	48.00	.00	
96	HIGH COUNTRY LINEN	0245417	shop and break room towels, laun	04/01/2021	9.70	.00	
96	HIGH COUNTRY LINEN	0245417	uniform cleaning	04/01/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0245417	uniform cleaning	04/01/2021	31.04	.00	
96	HIGH COUNTRY LINEN	0245417	uniform cleaning	04/01/2021	47.53	.00	
96	HIGH COUNTRY LINEN	0245417	uniform cleaning	04/01/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0245417	uniform cleaning	04/01/2021	18.43	.00	
96	HIGH COUNTRY LINEN	0245950	Home Ranch = blue berry mats, o	04/05/2021	25.31	.00	
96	HIGH COUNTRY LINEN	0246413	shop and break room towels, laun	04/08/2021	117.98	.00	
96	HIGH COUNTRY LINEN	0246413	uniform cleaning	04/08/2021	31.04	.00	
96	HIGH COUNTRY LINEN	0246413	uniform cleaning	04/08/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0246413	uniform cleaning	04/08/2021	47.53	.00	
96	HIGH COUNTRY LINEN	0246413	uniform cleaning	04/08/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0246413	uniform cleaning	04/08/2021	9.70	.00	
96	HIGH COUNTRY LINEN	0246413	uniform cleaning	04/08/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0246413	uniform cleaning	04/08/2021	18.43	.00	
96	HIGH COUNTRY LINEN	0246413	uniform cleaning	04/08/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0246946	Home Ranch = blue berry mats, o	04/12/2021	7.50	.00	
96	HIGH COUNTRY LINEN	0247442	uniform cleaning	04/15/2021	47.53	.00	
96	HIGH COUNTRY LINEN	0247442	uniform cleaning	04/15/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0247442	uniform cleaning	04/15/2021	9.70	.00	
96	HIGH COUNTRY LINEN	0247442	uniform cleaning	04/15/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0247442	uniform cleaning	04/15/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0247442	uniform cleaning	04/15/2021	18.43	.00	
96	HIGH COUNTRY LINEN	0247442	shop and break room towels, laun	04/15/2021	48.20	.00	
96	HIGH COUNTRY LINEN	0247442	uniform cleaning	04/15/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0247442	uniform cleaning	04/15/2021	31.04	.00	
96	HIGH COUNTRY LINEN	0248161	rags, towels, mats (monthly servic	04/21/2021	86.57	.00	
96	HIGH COUNTRY LINEN	0248323	uniform cleaning	04/22/2021	31.04	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0248323	shop and break room towels, laun	04/22/2021	7.60	.00	
96	HIGH COUNTRY LINEN	0248323	uniform cleaning	04/22/2021	9.70	.00	
96	HIGH COUNTRY LINEN	0248323	uniform cleaning	04/22/2021	18.43	.00	
96	HIGH COUNTRY LINEN	0248323	uniform cleaning	04/22/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0248323	uniform cleaning	04/22/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0248323	shop towels	04/22/2021	7.32	.00	
96	HIGH COUNTRY LINEN	0248323	uniform cleaning	04/22/2021	47.53	.00	
96	HIGH COUNTRY LINEN	0248323	uniform cleaning	04/22/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0248323	uniform cleaning	04/22/2021	19.40	.00	
Total 96:					1,088.66	.00	
4164	ICMA MEMBERSHIP	439748 7 21	ICMA memebership renewal notic	04/21/2021	1,280.86	.00	
Total 4164:					1,280.86	.00	
106	INTERSTATE BATTERY	50012533	BATTERY FOR RESALE	04/05/2021	233.90	.00	
Total 106:					233.90	.00	
5098	JACKSON ANIMAL HOSPITAL	42216	Waffles dental, Edgar neuter and r	03/31/2021	704.20	.00	
Total 5098:					704.20	.00	
5176	JACKSON HOLE CONTRACTIN	120220	RELEASE BONDS B17-0341 B18	12/02/2020	2,500.00	2,500.00	04/19/2021
Total 5176:					2,500.00	2,500.00	
6474	JACKSON HOLE LAW, PC	1307	void and reissue check	02/28/2021	1,500.75	1,500.75	04/20/2021
6474	JACKSON HOLE LAW, PC	1340	Prosecution Services April	04/23/2021	1,501.25	.00	
Total 6474:					3,002.00	1,500.75	
131	JACKSON HOLE NEWS & GUID	323147B	Ad for kennel tech	03/17/2021	176.20	176.20	04/16/2021
131	JACKSON HOLE NEWS & GUID	324120	Meter Reader Equip Operator Pos	04/14/2021	376.20	.00	
131	JACKSON HOLE NEWS & GUID	324233	Transfer Liquor Lic Pizzeria Calde	04/14/2021	85.50	.00	
131	JACKSON HOLE NEWS & GUID	324273	P21-54 Legal Notice	04/14/2021	29.93	.00	
131	JACKSON HOLE NEWS & GUID	324274	P21-059 Legal Notice	04/14/2021	34.20	.00	
131	JACKSON HOLE NEWS & GUID	324329	Ad for START Admin Asst on 4/21	04/21/2021	376.20	.00	
131	JACKSON HOLE NEWS & GUID	324442	4/12 Sp 1 JIM minutes	04/21/2021	72.68	.00	
131	JACKSON HOLE NEWS & GUID	324443	4/12 Reg Mtg minutes	04/21/2021	713.93	.00	
131	JACKSON HOLE NEWS & GUID	324444	4/12 Sp 3 JIM minutes	04/21/2021	171.00	.00	
131	JACKSON HOLE NEWS & GUID	324445	Ord 1281 full ordinance	04/21/2021	4,454.55	.00	
Total 131:					6,490.39	176.20	
5810	JACKSON HOLE RADIO	21010208	Radio Ads - per Carl P	01/31/2021	882.00	.00	
5810	JACKSON HOLE RADIO	21010209	Radio Ads - per Carl P	01/31/2021	882.00	.00	
5810	JACKSON HOLE RADIO	2102020	Radio Ads - per Carl P	02/28/2021	462.00	.00	
5810	JACKSON HOLE RADIO	21020201	Radio Ads - per Carl P	02/28/2021	462.00	.00	
5810	JACKSON HOLE RADIO	21020203	Radio Ads - per Carl P	02/28/2021	462.00	.00	
5810	JACKSON HOLE RADIO	2110207	Radio Ads - per Carl P	01/31/2021	882.00	.00	
Total 5810:					4,032.00	.00	
5084	JACKSON HOLE SECURITY, LL	11345	SK Housing	04/01/2021	500.00	.00	
5084	JACKSON HOLE SECURITY, LL	944	Town Hall - fire extinguisher servic	03/04/2021	185.00	.00	
5084	JACKSON HOLE SECURITY, LL	948	Public Works - Yearly fire extingui	03/08/2021	485.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5084	JACKSON HOLE SECURITY, LL	962	WWTP - Fire extinguisher service	03/23/2021	105.00	.00	
	Total 5084:				1,275.00	.00	
114	JACKSON LUMBER INC	0000646167-0	tools; torqx bits, mag holder	03/16/2021	24.50	.00	
	Total 114:				24.50	.00	
239	JH20 WATER CONDITIONING &	I210330456	water for WWTP	03/30/2021	45.00	.00	
	Total 239:				45.00	.00	
139	JORGENSEN ASSOCIATES, PC	46272	Cache Creek Water Rights	04/08/2021	1,080.00	.00	
	Total 139:				1,080.00	.00	
5473	KELLERSTRASS ENTERPRISES	1327411	TOTE OF DEF FOR START	04/01/2021	770.00	.00	
5473	KELLERSTRASS ENTERPRISES	D40866	4002 GALLONS MID-GRADE, 58	04/01/2021	26,123.76	.00	
	Total 5473:				26,893.76	.00	
2485	KENWORTH SALES COMPANY	IDFCM161460	CREDIT	04/09/2021	2,875.00-	.00	
	Total 2485:				2,875.00-	.00	
6807	LANGUAGE TESTING INTERNA	L42985-IN	Language testing for Victim Servic	04/12/2021	131.50	.00	
	Total 6807:				131.50	.00	
6585	LAWNGEVITY	3723	155 E Pearl - Feb. snow shoveling	02/28/2021	1,078.75	.00	
	Total 6585:				1,078.75	.00	
5694	LEIGH, CHRISTOPHER S.	032421	Alternate judge coverage for Judg	03/24/2021	135.00	.00	
	Total 5694:				135.00	.00	
2224	LOCAL GOV'T LIABILITY POOL	13415	settlement AA210039 Santiago Br	04/19/2021	1,000.00	.00	
	Total 2224:				1,000.00	.00	
4380	LONG BUILDING TECHNOLOGI	032321	touch-less PIN access cards	03/23/2021	1,260.00	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE011648	Home Ranch - camera service	03/18/2021	110.00	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE011675	Public Works - garage door switch	03/25/2021	120.00	.00	
	Total 4380:				1,490.00	.00	
677	MACY'S SERVICES	33603	START - January trench drain cle	01/31/2021	750.50	.00	
677	MACY'S SERVICES	33770	PORT-A-POT RENTAL FOR PUB	03/31/2021	244.00	.00	
677	MACY'S SERVICES	33791	START - March trench drain clean	03/31/2021	507.00	.00	
677	MACY'S SERVICES	35699	Vert. Harvest - plugged roof drain	02/28/2021	1,234.00	.00	
	Total 677:				2,735.50	.00	
6812	MANN, ROY	041921	Food and gas CSI Training	04/19/2021	109.53	.00	
6812	MANN, ROY	041921	Gas for academy training	04/19/2021	67.11	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6812:					176.64	.00	
998	METROQUIP INC	009178	AIR BOX FOR STREET SWEEPE	04/12/2021	252.78	.00	
Total 998:					252.78	.00	
3932	MILLER SANITATION	18220	74 Town Sq. trash can pick-ups fo	04/09/2021	2,331.00	.00	
3932	MILLER SANITATION	18221	trash collection - april	04/09/2021	315.00	.00	
Total 3932:					2,646.00	.00	
6817	ML BRYAND INTERESTS, LLS	2105B	Interviews and Sexual Assault Trai	04/18/2021	2,500.00	.00	
6817	ML BRYAND INTERESTS, LLS	2105B	Interviews and Sexual Assault Trai	04/18/2021	2,500.00	.00	
Total 6817:					5,000.00	.00	
5717	MORILLON-ARELLANO, SHELLI	042721	tuition reimbursement	04/27/2021	706.42	.00	
Total 5717:					706.42	.00	
4623	MSC INDUSTRIAL SUPPLY CO	4500188001	SUPPLIES FOR BOTH SHOPS	03/29/2021	419.53	.00	
Total 4623:					419.53	.00	
257	NAPA AUTO PARTS INC.	977529	FIX -A-THREAD FOR BUS 272	03/16/2021	51.98	.00	
257	NAPA AUTO PARTS INC.	978635	CIRCUIT BREAKERS FOR SWE	03/22/2021	22.64	.00	
257	NAPA AUTO PARTS INC.	979497	OIL FILTERS INVENTORY	03/26/2021	6.84	.00	
257	NAPA AUTO PARTS INC.	979804	CAP SCREWS FOR BUS 204	03/29/2021	3.51	.00	
257	NAPA AUTO PARTS INC.	979808	OIL FILTERS INVENTORY	03/29/2021	6.34	.00	
257	NAPA AUTO PARTS INC.	980385	AIR FILTERS INVENTORY	03/31/2021	20.42	.00	
257	NAPA AUTO PARTS INC.	980699	FUEL FILTERS INVENTORY	04/02/2021	206.28	.00	
257	NAPA AUTO PARTS INC.	981398	OIL FILTERS FOE INVENTORY	04/06/2021	14.76	.00	
257	NAPA AUTO PARTS INC.	981599	SOLENOIDS FOR RESALE	04/07/2021	411.04	.00	
257	NAPA AUTO PARTS INC.	982008	AIR FILTERS FOR INVENTORY	04/09/2021	101.64	.00	
257	NAPA AUTO PARTS INC.	982512	FILTERS FOR STREET SWEEPE	04/12/2021	71.34	.00	
257	NAPA AUTO PARTS INC.	982862	MINIATURE BULBS INVENTORY	04/14/2021	8.00	.00	
Total 257:					924.79	.00	
187	NELSON ENGINEERING	54302	Parking Garage Survey Monitorin	01/25/2021	700.00	.00	
187	NELSON ENGINEERING	54672	Parking Garage Survey Monitorin	03/30/2021	566.50	.00	
187	NELSON ENGINEERING	54758	Si-Ferrin structural design work	03/31/2021	2,234.75	.00	
187	NELSON ENGINEERING	54866	Capacity Study Optimization and	04/06/2021	4,621.37	.00	
187	NELSON ENGINEERING	54866	Rate Capacity Study Optimization	04/06/2021	4,621.38	.00	
Total 187:					12,744.00	.00	
1504	ONE CALL OF WYOMING	59090	March one call tickets	04/09/2021	35.25	.00	
1504	ONE CALL OF WYOMING	59090	March one call tickets	04/09/2021	35.25	.00	
Total 1504:					70.50	.00	
226	O'RYAN CLEANERS	1000805-03-31	Uniform cleaning	03/31/2021	186.00	.00	
Total 226:					186.00	.00	
6483	PREMIER TRUCK- SALT LAKE C	775273399	nox sensor for bus 277	03/23/2021	1,134.60	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6483	PREMIER TRUCK- SALT LAKE C	775275654	One fuel pressure relief valve for	03/31/2021	264.96	.00	
6483	PREMIER TRUCK- SALT LAKE C	775276738	Turbo and gasket kit for 201	04/02/2021	4,517.48	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775216267	CREDIT	04/05/2021	76.48-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775273399	CREDIT	04/05/2021	107.07-	.00	
Total 6483:					5,733.49	.00	
215	RED'S AUTO GLASS, INC.	I038752	INSTALL SIDE DOOR GLASS ON	03/08/2021	90.00	.00	
215	RED'S AUTO GLASS, INC.	I038827	INSTALL WINDSHIELDS ON BU	04/02/2021	270.00	.00	
Total 215:					360.00	.00	
552	RENDEZVOUS ENGINEERING,	21562	void and reissue check	11/01/2020	4,381.73	4,381.73	04/20/2021
552	RENDEZVOUS ENGINEERING,	21562	void and reissue check	11/01/2020	4,381.72	4,381.72	04/20/2021
Total 552:					8,763.45	8,763.45	
4723	RON'S TOWING	21-12832	Tow start bus	04/06/2021	600.00	.00	
Total 4723:					600.00	.00	
6659	SALTWORKS LLC	041121	Graphic Design	04/28/2021	950.00	.00	
Total 6659:					950.00	.00	
6815	Schreiner, Joe	042121	Travel reimbursement for Lieutena	04/21/2021	976.95	.00	
Total 6815:					976.95	.00	
6721	SENECA COMPANIES, INC	1870465	parts for new fuel software	01/26/2021	8,808.62	.00	
Total 6721:					8,808.62	.00	
6820	SIGNATURE PROMOTIONAL GR	042621	challenge coins	04/26/2021	1,773.00	.00	
Total 6820:					1,773.00	.00	
4548	SILVER CREEK SUPPLY	0004236489-0	Pressure gage	03/10/2021	6.89	.00	
4548	SILVER CREEK SUPPLY	0004281269-0	Drinking fountain carbon filter	03/24/2021	14.62	.00	
4548	SILVER CREEK SUPPLY	0004327854-0	Romar 50% glycol	04/05/2021	63.19	.00	
Total 4548:					84.70	.00	
4699	SNAKE RIVER ROASTING	68470	Coffee	04/14/2021	102.45	.00	
4699	SNAKE RIVER ROASTING	68543	coffee	04/20/2021	146.85	.00	
Total 4699:					249.30	.00	
6816	SPENCER, SHANNON	041421	BAIL REFUND CASE 20-02-0005	04/14/2021	135.00	.00	
Total 6816:					135.00	.00	
241	ST JOHN'S HOSPITAL	50000444	Blood draw	03/18/2021	65.00	.00	
Total 241:					65.00	.00	
6819	TETON BOARD OF REALTORS	042321	JULY FIREWORKS 2020-2021	04/23/2021	4,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6819:					4,000.00	.00	
581	TETON COUNTY INTEGRATED	5964	Public Works - cardboard pick-up	04/01/2021	309.00	.00	
581	TETON COUNTY INTEGRATED	6120	Fluorescent bulb recycling	04/08/2021	144.00	.00	
Total 581:					453.00	.00	
6813	TETON COUNTY PLANNING & B	194	NEIGHBORHOOD PLAN-NORTH	04/14/2021	11,828.53	.00	
Total 6813:					11,828.53	.00	
1227	TETON COUNTY SCHOOL DIST	042721	SLIB CARES FUNDS	04/27/2021	216,860.72	.00	
Total 1227:					216,860.72	.00	
392	TETON LITERACY CENTER	042221	quarterly social service payment	04/22/2021	11,000.00	.00	
Total 392:					11,000.00	.00	
268	TETON MOTORS INC	205009928 1	Window switch for pool car	04/05/2021	150.15	.00	
Total 268:					150.15	.00	
5846	TETON TOOLS LLC	04062127684	shop tool update	04/06/2021	999.01	.00	
5846	TETON TOOLS LLC	04132127804	replacement socket	04/13/2021	17.90	.00	
5846	TETON TOOLS LLC	11032026003	LOCK OUT TOOL FOR SHOP	11/03/2020	66.74	66.74	04/19/2021
5846	TETON TOOLS LLC	10202025794	SHOP TOOL	10/20/2020	69.95	69.95	04/19/2021
Total 5846:					1,153.60	136.69	
777	UPPER CASE PRINTING INK	16706	Newsletter	02/02/2021	221.10	.00	
777	UPPER CASE PRINTING INK	16781	Newsletter	02/26/2021	161.04	.00	
Total 777:					382.14	.00	
6731	VINCI LAW OFFICE LLC	041821	CASE 18119	04/18/2021	252.13	252.13	04/21/2021
Total 6731:					252.13	252.13	
6319	VIRGINIAN VILLAGE CONDO H	489	HOA FEE	04/15/2021	540.00	.00	
6319	VIRGINIAN VILLAGE CONDO H	489	HOA FEE	04/15/2021	540.00	.00	
Total 6319:					1,080.00	.00	
3420	VISA	Admin 1 #5397	pinky g's	03/24/2021	120.95	120.95	04/16/2021
3420	VISA	Admin 1 #5397	j. brower psycholog	03/24/2021	325.00	325.00	04/16/2021
3420	VISA	Admin 1 #5397	coolworks	03/24/2021	149.00	149.00	04/16/2021
3420	VISA	Admin 1 #5397	johnson roberts & assoc	03/24/2021	70.00	70.00	04/16/2021
3420	VISA	ANIMAL 7294	smiths	03/24/2021	173.15	173.15	04/16/2021
3420	VISA	ANIMAL 7294	ace hardware	03/24/2021	278.34	278.34	04/16/2021
3420	VISA	Chief 1115 03/2	merry piglets	03/24/2021	350.00	350.00	04/16/2021
3420	VISA	Chief 1115 03/2	national association of sro	03/24/2021	495.00	495.00	04/16/2021
3420	VISA	Chief 1115 03/2	fbi national academy	03/24/2021	575.00	575.00	04/16/2021
3420	VISA	Finance 1073 0	staples	03/24/2021	10.59	10.59	04/16/2021
3420	VISA	Finance 1073 0	antler motel	03/24/2021	60.00	60.00	04/16/2021
3420	VISA	Finance 1073 0	usps	03/24/2021	251.81	251.81	04/16/2021
3420	VISA	IT - 6908 03/24	logmein	03/24/2021	50.88	50.88	04/16/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		IT - 6908 03/24	dish	03/24/2021	.12	.12	04/16/2021
3420 VISA		IT - 6908 03/24	garmin	03/24/2021	64.95	64.95	04/16/2021
3420 VISA		IT - 6908 03/24	amazon	03/24/2021	78.99	78.99	04/16/2021
3420 VISA		IT - 6908 03/24	dri-nuance	03/24/2021	530.00	530.00	04/16/2021
3420 VISA		IT - 6908 03/24	teamviewer	03/24/2021	982.80	982.80	04/16/2021
3420 VISA		IT - 6908 03/24	iphone payment	03/24/2021	122.32	122.32	04/16/2021
3420 VISA		Planning #6106	squarespace	03/24/2021	20.00	20.00	04/16/2021
3420 VISA		Planning #6106	squarespace	03/24/2021	20.00	20.00	04/16/2021
3420 VISA		Planning #6106	squarespace	03/24/2021	144.00	144.00	04/16/2021
3420 VISA		Police 3 #0355	staples	03/24/2021	36.02	36.02	04/16/2021
3420 VISA		Police 3 #0355	california narcotic canine	03/24/2021	70.00	70.00	04/16/2021
3420 VISA		Police 3 #0355	pets place plus	03/24/2021	252.76	252.76	04/16/2021
3420 VISA		Police 3 #0355	california narcotic canine	03/24/2021	70.00	70.00	04/16/2021
3420 VISA		Police 3 #0355	subway	03/24/2021	16.50	16.50	04/16/2021
3420 VISA		Police 3 #0355	ups	03/24/2021	107.70	107.70	04/16/2021
3420 VISA		Police 3 #0355	loaf n jug	03/24/2021	3.49	3.49	04/16/2021
3420 VISA		Police 3 #0355	safariland	03/24/2021	425.00	425.00	04/16/2021
3420 VISA		Police 3 #0355	eb crime scene tech	03/24/2021	300.00	300.00	04/16/2021
3420 VISA		PW 1 #8144 03	amazon	03/24/2021	17.98	17.98	04/16/2021
3420 VISA		PW 1 #8144 03	amazon	03/24/2021	189.99	189.99	04/16/2021
3420 VISA		PW 1 #8144 03	amazon	03/24/2021	215.86	215.86	04/16/2021
3420 VISA		PW 1 #8144 03	amazon	03/24/2021	369.99	369.99	04/16/2021
3420 VISA		PW 1 #8144 03	amazon	03/24/2021	49.47	49.47	04/16/2021
3420 VISA		PW 1 #8144 03	amazon	03/24/2021	675.00	675.00	04/16/2021
3420 VISA		PW 1 #8144 03	institute for sustainable infrastruc	03/24/2021	250.00	250.00	04/16/2021
3420 VISA		PW 1 #8144 03	amazon	03/24/2021	55.65	55.65	04/16/2021
3420 VISA		PW 1 #8144 03	amazon	03/24/2021	25.99	25.99	04/16/2021
3420 VISA		PW 1 #8144 03	amazon	03/24/2021	56.28	56.28	04/16/2021
3420 VISA		PW 1 #8144 03	amazon	03/24/2021	37.50	37.50	04/16/2021
3420 VISA		PW 1 #8144 03	amazon	03/24/2021	41.28	41.28	04/16/2021
3420 VISA		PW 1 #8144 03	amazon	03/24/2021	153.09	153.09	04/16/2021
3420 VISA		PW 1 #8144 03	institute for sustainable infrastruc	03/24/2021	50.00	50.00	04/16/2021
3420 VISA		PW 1 #8144 03	att store	03/24/2021	46.63	46.63	04/16/2021
3420 VISA		PW 1 #8144 03	staples	03/24/2021	54.86	54.86	04/16/2021
3420 VISA		PW 1 #8144 03	amazon	03/24/2021	265.93	265.93	04/16/2021
3420 VISA		Sergeant #106	hotel reservations	03/24/2021	255.16	255.16	04/16/2021
3420 VISA		Sergeant #106	reservations.com	03/24/2021	19.99	19.99	04/16/2021
3420 VISA		Sergeant #106	iACP	03/24/2021	190.00	190.00	04/16/2021
3420 VISA		Victim 9126 03/	coca-cola	03/24/2021	9.10	9.10	04/16/2021
Total 3420:					9,184.12	9,184.12	
6494 WELLER TRUCK PARTS		402205791	SENSOR AND CLIP FOR BUS 20	12/10/2020	217.90	.00	
6494 WELLER TRUCK PARTS		402253985	SWITCH ASM FOR BUS 209	03/01/2021	85.87	.00	
6494 WELLER TRUCK PARTS		402256258	TRANS SENSORS FOR BUS 160	03/03/2021	246.74	.00	
6494 WELLER TRUCK PARTS		402278489	Transmission retarder sensor for	04/02/2021	324.69	.00	
Total 6494:					875.20	.00	
563 WESTBANK SANITATION		3637283	Si-Ferrin remodel demo dumpster	03/01/2021	1,690.54	.00	
563 WESTBANK SANITATION		3655764	trash service March WWTP	04/01/2021	1,443.62	.00	
Total 563:					3,134.16	.00	
1640 WESTERN STATE		IN001609311	Wear parts for mow board circle	04/01/2021	1,404.89	.00	
1640 WESTERN STATE		IN001615566	SWITCH FOR LOADER	04/08/2021	190.53	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1640:					1,595.42	.00	
2995	WHEELER TANK TESTING, INC.	1948	annual tank and line testing	04/06/2021	1,510.00	.00	
Total 2995:					1,510.00	.00	
472	WHITE GLOVE CLEANING, INC.	31Z	trash can liners, bath tissue, folde	04/01/2021	235.50	.00	
472	WHITE GLOVE CLEANING, INC.	7111	window cleaning, pressure washin	03/31/2021	3,048.13	.00	
Total 472:					3,283.63	.00	
3619	WY CHILD SUPPORT ENFORCE	041821	case #209790 GALLEGHER	04/18/2021	146.76	146.76	04/21/2021
Total 3619:					146.76	146.76	
5788	WYOMING GARAGE DOOR, LLC	2377	SKHM - Garage Door 5 repairs	04/12/2021	330.00	.00	
5788	WYOMING GARAGE DOOR, LLC	2378	SKHM - Garage door-5 repairs	02/15/2021	210.00	.00	
5788	WYOMING GARAGE DOOR, LLC	2381	START garage door 4 repairs	04/12/2021	348.00	.00	
Total 5788:					888.00	.00	
4811	WYOMING LANDSCAPE MAINT	12627	SK Event Ctr - Roof Shoveling for	03/31/2021	6,485.00	.00	
Total 4811:					6,485.00	.00	
4839	Wyoming Water Development Co	RE 9404126/F	Payoff loan	04/13/2021	79,130.00	.00	
Total 4839:					79,130.00	.00	
2179	XEROX CORPORATION	013041097	Xerox annual maintenance and su	04/01/2021	90.97	.00	
2179	XEROX CORPORATION	013041098	Xerox annual maintenance and su	04/01/2021	20.16	.00	
2179	XEROX CORPORATION	013041099	Xerox annual maintenance and su	04/01/2021	154.63	.00	
2179	XEROX CORPORATION	013041100	Xerox annual maintenance and su	04/01/2021	14.84	.00	
2179	XEROX CORPORATION	013041105	Xerox annual maintenance and su	04/01/2021	64.56	.00	
Total 2179:					345.16	.00	
3767	XYLEM CCI	864291	lab probe supplies	03/29/2021	1,075.84	.00	
Total 3767:					1,075.84	.00	
5539	Y2 CONSULTANTS, LLC	17328	Simpson Meadowlark Design	01/14/2021	10,616.50	.00	
5539	Y2 CONSULTANTS, LLC	17503	Gill Ave CIP design	03/26/2021	2,055.50	.00	
Total 5539:					12,672.00	.00	
Grand Totals:					828,366.47	22,889.41	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

STAFF REPORT



Meeting Date:	May 3, 2021	Meeting Title:	Town Council Evening Meeting
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: People's Market	Public Comment:	Yes

Purpose & Policy Considerations.

The Mayor and Council approve all special event applications requesting the use of public property, services of Town personnel and Town equipment on behalf of the Town of Jackson.

During the Special Town Council Workshop held on February 23, 2021 a special event policy was adopted for considerations during the COVID-19 pandemic. The applicant has indicated that, depending on which risk category we are in during the event they would adjust their participant numbers accordingly. The applicant is working with the Teton County Health Department and Town of Jackson staff to ensure that the event will have COVID-19 mitigation plans in place during the event. The applicant will need to adhere to any Town policies as well as any Statewide or Local Health Orders in effect that are in place at the time of their event.

Requested Action.

Staff is requesting Town Council to consider the special event application submitted by Slow Foods in the Tetons, a local non-profit organization, for the annual Peoples Market event.

Recommendations.

Staff recommends the approval of the application, subject to the conditions and restrictions listed in this staff report.

Background.

The applicant, Slow Foods in the Tetons, a local non-profit, plans to host the People's Market event every Wednesday from June 2, 2021 through September 22, 2021 between the hours of 4:00 P.M. to 7:00 P.M. on the Center for the Arts Lawn (Center Park). Per their Conditional Use Permit, the Center for the Arts is permitted to conduct events in the Center Park without a Special Event Permit as long as the events cease by 9:00 P.M. Town Council permission to utilize Center Park is not required for this event as Slow Foods is working with the Center for the Arts on the use of the lawn and the events will conclude before 9:00 P.M.

Permission by the Town Council would be needed for the applicant to reserve parking spaces located along South Cache Street and in the public parking lot located directly north of the Center for the Arts each Wednesday between the hours of 11:00 A.M. and 8:00 P.M. each Wednesday from June 2, 2021 through September 22, 2021 for market load-in and load-out purposes. In addition, the applicant requests permission to utilize Town equipment including barricades and cones for the duration of the summer.

In the past, the People's Market has held their weekly event in the Snow King ballfield parking lot. This year due to construction taking place at the base of Snow King the applicant was asked by the Parks and Recreation Department to relocate their event to an alternative venue.

Slow Foods indicated that they would be relocating to Center Park. To assist with the load-in and load-out process the applicant has requested to reserve parking spaces on both sides of South Cache Street. In addition,

the applicant is requesting the use of approximately 20 parking spaces in the public parking lot located directly north of the Center for the Arts building. A full description of their parking plan is available to view at the end of this staff report.



The parking request has been reviewed by various Town and Joint Departments including Public Works, Police, and Fire/EMS. These departments indicated no significant concerns with this request. A complete Parking Plan is located in this staff report.

In previous years the applicant has utilized barricades and cones from the Public Works Department for the duration of the summer. Public Works has indicated that they would be able to assist with this request if the equipment was available.

For 2021, the applicant will continue to work with the Teton County Health Department and make adjustments for hosting the People's Market in accordance with the Center for Disease Control guidelines as well as following any existing COVID-19 state and local health orders that are in place. This application has been reviewed by the Teton County Health Department.

The applicant requests the following in association with each market:

- Permission to post "No Parking" signs on South Cache Street as depicted in the map above. The applicant will be responsible for the production, posting, and removal of the associated no parking signage.
- Permission to post "No Parking" signs in the public parking lot located directly north of the Center for the Art to reserve approximately 20 parking spaces as depicted in the map above. The applicant will be responsible for the production, posting, and removal of the associated no parking signage.
- Permission to utilize the parking spaces depicted in the map above between the hours of 11:00 AM and 8:00 PM for market purposes including load-in and load-out operations.
- Permission to use Town of Jackson barricades and cones for the parking space reservations.
- Permission for amplified music associated with live or recorded music.
- Permission to display onsite vendor banners and/or logos on the booths. The applicant will submit temporary sign permit applications for all off-site banners they wish to erect.
- A catering permit from Town staff.
- An expo permit from Town staff.

Analysis.

The application has been submitted for review and comment to all Town departments. The operating plan for this event has been reviewed by the Teton County Health Department and Town staff to ensure that the event complies with state and local health orders, Center for Disease Control guidelines, as well as Town the special event policy with COVID-19 considerations.

Possible Alternatives.

N/A

Comprehensive Plan & Priority Alignment.

Special events align within the Comprehensive Plan & Community Priority Goals in addressing Town as Heart of the Region – The Central Complete Neighborhood: The Town of Jackson will continue to be the primary location for jobs, housing, shopping educational and cultural activities. Principle 4.4 – Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood. The Town has traditionally served as the cultural, social and civic hub for Teton County and the region. Policy 4.4.a: Maintain and improve public spaces, Policy 4.4.c: Continue traditions and community events.

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.

Fiscal Impact.

Fiscal impact includes income from Exposition Licenses totaling \$4,199 (17 markets x \$247 per market), Catering Permits totaling \$340 (17 markets x \$20 per market) and a special event application fee of \$27. A total income of \$4,566 is expected from this event.

Staff Impact.

Staff impact includes:

- processing catering permits and exposition permits (approximately 30 minutes),
- delivery & pick up of the JH20 water station each week conducted by Parks and Recreation employees (approximately 8 hours and 30 minutes),
- securing town equipment from Public Works (approximately 30 minutes),
- departmental review of application (approximately 3 hours of total staff time),
- pre-event meetings with the applicant (approximately 4 hours of total staff time),
- preparation of staff report (approximately 1 hour),
- follow-up actions (approximately 1 hour and 30 minutes).

In total approximately 19 hours of staff time split between town, county and joint departments.

Conditions and Restrictions.

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

1. Market operations will be subject to the review of the Teton County Health Department.
2. The Market shall abide by any state or local health order in place.
3. The Market shall abide by the Town of Jackson Special Event Policy with COVID-19 Considerations.
4. The applicant shall clean up immediately after each market and shall be responsible for the removal of recycled material generated by the event or any overflow trash. Should the trash cans overflow the applicant shall provide additional trash cans for all future markets.
5. 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 at least ten days prior to the 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.
6. A sales tax permit must be obtained from the Wyoming Department of Revenue. A vendor list with tax ID numbers must be submitted to both the Wyoming Department of Revenue and the Town of Jackson at least two weeks prior to the event to obtain a sales tax permit. Please contact the Wyoming Department of Revenue at (307) 734-9354 with any questions.
7. No exhibits, tables, chairs, or other equipment shall be placed on walkways along South Cache Avenue that will obstruct pedestrian traffic.
8. Any power cords that cross walkways or turf where event goers walk shall be taped or covered and secured as to avoid a tripping hazard.
9. An adequate number of designated handicapped parking spaces shall be established in the vicinity

of the market.

10. The applicant shall be responsible for the closure of the parking spaces and for the production, posting, and removal of no parking signage and handicapped parking signage.
11. The applicant shall arrange the use of any town equipment including barricades and traffic cones with the Public Works Department. This may include an equipment deposit for use.
12. 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.
13. The applicant shall obtain the necessary food service permits from Teton County Environmental Health.
14. 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. An ID bracelet system or stamp system shall be utilized and all ID's checked.
15. The applicant will post *no alcohol consumption beyond this point* signs at either end of the market.
16. Vendors may not sell more than 16 oz. in the mugs, regardless of mug size.
17. The applicant may sell mugs for alcoholic beverages that are approved by the Police Department.
18. The applicant shall apply and pay for all licenses and/or permits prior to each market.
19. 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.
20. Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).
21. 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)
22. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).
23. Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).
24. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)
25. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).
26. Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).
27. 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).
28. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
29. Public Safety Plan: Where the fire code official determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the fire code official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety (IFC403.2).
30. Review and follow all of the guidelines listed on the Jackson Hole Fire/EMS website regarding Special Event Rules, based on the 2012 International Fire Code. These rules can be obtained from the Town of Jackson website.

31. The Fire Department recommends that Cache Street maintain a clear and unobstructed width of 20 feet to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1).

Attachments or Links.

Parking Plan

Special Event application

Town of Jackson Special Event Policy with COVID-19 Considerations

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to approve the special event application made by Slow Foods in the Tetons for the People's Markets, subject to the conditions and restrictions listed in the staff report.

People's Market Plan for parking spot closures and vendor/attendee movements



People's Market Plan for parking spot closures and vendor/attendee movements

Parking Closure Plan: Close the parking spots in **Yellow** and **Blue**

(Note: Slow Food staff will place weekly signs 24-48 hours in advance of the event to inform people of the Wednesday closures.)

Vendor Load in plan: Vendors load in every 30 minutes 10-15 at a time in the **Blue** area ONLY. After loading they move cars to the **Yellow**, starting with the north parking lot. The final batch of vendors with large trucks and trailers keep vehicles in the **Blue** area for the entire market. We open up the **Yellow** on the east side of Cache to the public if we do not need it for vendors. This plan minimizes vendors crossing the street with goods.

Attendee Plan: Rather than closing the sidewalk, put signs up all along the sidewalk on both side of Cache asking attendees to only cross at crosswalks **(Red Cones)**. Encourage attendees through market messaging to park in the parking garage and Baptist church (if we get permission) and on the east side of Cache in the spots we don't use for vendors.

Additional Safety Measures and logistics:

- Two CMUs at the market to help with traffic and safety
- Message Boards **(Purple)** on Cache to ask drivers to "Slow Down Event Ahead"
- Safety vests for Slow Food staff and volunteers
- Barricades on either side of the south alley "resident traffic, no People's Market parking". **(Brown)** This alley is too skinny to allow event parking
- No parking signs and additional barricades in the surrounding neighborhood as needed

Slow Food is entering its 12th summer season running the People's Market, an afternoon farmers market with the goal of supporting the local food system and providing a community gathering space. Our market home for the last ~8 years has been the parking lot at the base of Snow King. This season, due to construction at the base of Snow King, we are moving locations to the grassy lawn at the Center for the Arts.

Market Dates: Wednesdays, June 2- Sept 22nd

Market Time: Shoppers from 4pm- 7pm

Setup Time: Vendors set up and break down between 11am and 8pm

Parking closure time: 11am-8pm on Wednesdays June 2nd- Sept 22nd

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: The People's Market

Name of Organization: Slow Food in the Tetons

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

Mailing Address: PO Box 7290

City: Jackson State: WY Zip Code: 83002

Name of Person Completing Application: Scott Steen

Email Address: tetonslowfood@gmail.com

Work Phone: 406 579 7852 Cell Phone: _____

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):* _____

A farmers market to support local food producers and to increase community access to local

Location of Event: Center for the Arts lawn Alternative Location: _____

Date(s) of Event: June 2, 2021- Sept 22, Wednesdays Event Operating Hours: 4-7pm

Event Set Up Begins Date: _____ Time: 11am

Event Clean Up Ends Date: _____ Time: 8pm

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 1000 Total Event: 1000

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: Scott Steen Cell Phone: 406 579 7852

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

Will the event close any street, sidewalk, alley or public parking lot?

☒ Yes ☐ No

Area of Closure Request

Date(s)

Start Time

End Time

Cache Street parking both sides between Simpson and Hansen/Kelly alley 6/2- 9/22 11am- 8pm

Center for the Arts north upper parking lot spaces (same dates and times)

See attached 2021 People's Market 2021 Parking Closure Plan

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: 30-40 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: n/a 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:

2 _____ Large Street Barricades	_____ "Road Closed" Street Signs
10 _____ Small Sidewalk Barricades	2 _____ "Local Traffic Only" Street Signs
_____ 28 Inch Street Cones	_____ "Detour" Street Signs
_____ Candlestick Cones	_____ 32-Gallon Recycling Bins

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

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

Please describe in detail your request: _____

Help with towing if needed and CMPs to help ensure attendees use crosswalks, stay safe from _____

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: We'd like to use the JH20 Station please!

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request:

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: n/a

VOICE / MUSIC AMPLIFICATION REQUESTS

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

If "Yes", please indicate times: Start Time: 4pm Finish Time: 7pm

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ☒ Yes ☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

Do you plan to provide portable restroom facilities?

☐ Yes

☒ No

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

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

If "No", please explain: We'll use the Center for the Arts facilities

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? Jackson Hole Stillworks

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:

Each vendor will be selling items

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, but we provide them

When will the trash receptacles be delivered? We will bring them

When will the trash receptacles be picked up and removed from site? Same day of event, 8pm

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

As part of our Zero Waste Initiative, vendors are required to use our reusable plates, bowls, cups, and utensils (Covid contingent). We collect all food waste and give it to Haderlie Farms (vendor) to take home to feed pigs/compost. We cover all the public trash cans during our event

and divert people to discard trash at our Zero Waste Station. After the event we recycle all materials that can be recycled and remove trash from the site.

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? 1, we will provide

When will these recycling receptacles be delivered? We bring every week, we have an old ISWR can

When will recycling receptacles be picked up and removed from site? 8pm, same day as event

Describe your plan for collection and removal of recyclable materials during your special event:
We have a Zero Waste Station with four clearly marked bins (landfill, recycling, compost and reuse) and we station one person with Zero Waste knowledge in the area to talk to market attendees about both Teton County and the Market's Zero Waste efforts, as well as what can and cannot be recycled. After each market, an employee takes the bin and sorts the contents and recycles appropriately.

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:

We have changed venues from the Snow King ball field parking lot to the lawn at the Center for the Arts. We will need to close parking spaces on Cache between Simpson and the alley between Kelly and Hansen as well as some parking spaces in the north Center for the Arts Parking lot. We've have had positive feedback from the neighbors and are looking forward to the new venue until we can get back to Snow King.

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: SS

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: SS

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Initials: SS

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: SS

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: SS

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: 
Signature

APPLICANT: Scott Steen
Printed Name

DATE: 03/30/2021

TITLE: Executive Director

Town of Jackson
Special Event Policy with COVID-19 Considerations
Approved: February 23, 2021

This special event policy takes into consideration Teton County's 5 COVID-19 Risk Levels (Critical, High, Moderate, Low, and New Normal) as well as the Center for Disease Control's evaluation of group gatherings in four levels of risk (Lowest Risk, More Risk, Higher Risk, and Highest Risk). This policy does not apply to events exempt from Special Event permitting in accordance with Jackson Municipal Code § 12.28.040.D.

The Town of Jackson special event policy with COVID-19 consideration states the following:

1. Virtual and drive-by/drive-in events will be allowed to take place on Town property during **Purple (Critical)** Risk Level as determined by the Teton County Health Department. These event plans must undergo review by the Teton County Health Department.
2. Small-sized, virtual and drive-by/drive-in events will be allowed to operate on Town property during **Red (High)** Risk Level as determined by the Teton County Health Department. These event plans must undergo review by the Teton County Health Department.
3. Medium-sized, small-sized, virtual and drive-by/drive-in events will be allowed to operate on Town property during **Orange (Moderate)** Risk Level as determined by the Teton County Health Department. These event plans must undergo review by the Teton County Health Department.
4. Large-sized, medium-sized, small-sized, virtual and drive-by/drive-in events will be allowed to operate on Town property during **Yellow (Low)** Risk Level as determined by the Teton County Health Department. These event plans must undergo review by the Teton County Health Department.
5. Large-sized, medium-sized, small-sized, virtual and drive-by/drive-in events will be allowed to operate on Town property during **Green (New Normal)** Risk Level without Teton County Health Department review.
6. Definitions of event sizes and types:
 - a. Virtual, drive-by and drive-in events involve events held on-line and/or in a manner with little or no contact between people from different households. Lowest risk.
 - b. Small-sized events are gatherings of less than 100 people. More risk.
 - c. Medium-sized events are gatherings of 100 – 500. Higher risk.
 - d. Large-sized events are gatherings of more than 500 people where it is difficult for individuals to remain spaced at least 6 feet apart. Highest Risk.

	COVID RISK LEVEL				
	Green	Yellow	Orange	Red	Purple
Large-Sized Events Allowed (>500 people)	Yes	Yes	No	No	No
Medium- Sized Events Allowed (100 -500 people)	Yes	Yes	Yes	No	No
Small- Sized Events Allowed (<100 people)	Yes	Yes	Yes	Yes	No
Virtual And Drive-By/Drive-In Allowed	Yes	Yes	Yes	Yes	Yes
The policy does not apply to events exempt from Special Event permitting in accordance with Jackson Municipal Code § 12.28.040.D.					

STAFF REPORT



Meeting Date:	3 May 2021	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	(Consent) P21-083 Encroachment Agreement for Ducting at 50 W Deloney (Tacos Los Padrinos)	Public Comment:	

Purpose & Policy Considerations.

Town Council consideration of an Encroachment Agreement with Big Mountain Enterprises, LLC (the property owner) for proposed vertical kitchen vent ducting and protective bollards within the alley right of way along the west wall of 50 W Deloney.

Requested Action.

Approve execution of the Encroachment Agreement between the Town and the property owner.

Recommendations.

Staff recommends approving this encroachment, subject to the following conditions.

Prior to Mayoral execution of the Encroachment Agreement:

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. A Letter of Authorization acceptable to the Town is executed.
4. Applicant is responsible for all Teton County Clerk recording fees.

Conditions presented in the Encroachment Agreement:

5. Paint the encroaching duct materials to match building siding.
6. All work within the public right-of-way shall match existing grades of adjacent streets and properties, and meet Town of Jackson Standards. All design and construction costs required to meet this condition are the responsibility of the permittee.
7. Final locations for bollards, and associated work within the public right-of-way shall be approved by the Town Public Works Department prior to construction. Costs associated with changes or relocations of improvements without final approval are the responsibility of the permittee.
8. All proposed improvements, including the bollards, within the right-of-way shall be owned, operated, repaired, and maintained by the permittee.

Background.

The location, 50 West Deloney, is the property known as Tacos Los Padrinos, formerly the Local Butcher deli, as accessed from West Deloney. The property shares the alley with Local Restaurant and Bar, and Million Dollar Cowboy Bar. The property owner is currently remodeling the interior for restaurant use as Tacos Los Padrinos.

The applicant is proposing to install vertical ducting on the outside of the west-facing wall within the alley up to the roof. A site survey provided the western property boundary lies within ¼-inch of the existing wall's exterior surface. The ducting will extend beyond the west property line 2-feet 7/32-inches, and bollards will be placed at the north and south ends of the encroaching materials as protection, extending no more than 3-inches beyond the furthest encroaching duct. The largest duct will exit the building wall 8-feet 6-inches above the alley surface. Various ducts will span 13-feet along the west wall within the alley.

Analysis.

This encroachment is consistent with the characteristics of other properties' encroachments in this alley. The alley contains existing electrical panels, bollards, utility poles, and ducting within the right-of-way.

Denying this request would result in the need to do structural improvements within the existing building to accommodate the tenant's proposed use.

Alternatives (Optional).

Town Council may choose to approve or deny this request.

Comprehensive Plan & Priority Alignment.

This application supports Comp Plan **Common Value 3: Quality of Life:**

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

This proposed development will continue to support jobs.

6.3.a: Ensure year-round economic viability.

The addition of restaurant facilities within easy walking distance of the stores and restaurants of downtown will help support a vibrant, year-round retail district in the downtown.

Fiscal Impact.

None

Staff Impact.

Town Public Works/Engineering, Legal, and Planning staff have spent approximately 20 hours to review this application and other related materials and to produce the Encroachment Agreement.

Attachments or Links.

Encroachment Agreement and associated exhibit

Suggested Motion.

Council always has the option to adopt, approve with conditions, continue, or deny items.

I move to approve the Encroachment Agreement between the Town of Jackson and Big Mountain Enterprises, LLC, subject to the conditions of approval, to allow vertical ducting and protective bollards, for a distance of 12.5 feet, within the Town's public right-of-way alley that runs north-south from Broadway to Deloney between Cache and Glenwood Streets.

**TOWN OF JACKSON
ENCROACHMENT AGREEMENT**

THIS ENCROACHMENT AGREEMENT ("Agreement"), by and between Big Mountain Enterprises, Inc., with an address of P.O. Box 1513 Jackson, Wyoming 83001, hereinafter referred to as "Encroaching Party" and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, with an address of P.O. Box 1687 Jackson, WY 83001 hereinafter referred to as "Town," together "Parties," 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: 50 West Deloney

Location: LOT 1, BLK. 8, JACKSON

PIDN: 22-41-16-28-4-15-001

WHEREAS, the Town is the owner of that certain public right-of-way known commonly as the Wort or Cowboy Bar Alley that runs north-south from Broadway to Deloney between Cache and Glenwood Streets which public right-of-way adjoins Encroaching Party's property;

WHEREAS, the Encroaching Party shall encroach in a portion of the above-noted public right-of-way as generally set forth in Exhibit A, attached hereto and made a part hereof, for:

three grease exhaust ducts, one air duct, and two bollards that encroach not more than 2.5 feet into the public right of way alley for a length of 12.5 feet, as shown in detail on approved Building Permit B20-0568 plans, (hereinafter "Encroaching Property").

WHEREAS, on May 3, 2021 the Jackson Town Council voted to approve and authorize the mayor to sign the Encroachment Agreement (P21-083) between the Town of Jackson and the Encroaching Party for the Encroaching Property subject to final review and approval by the Town Attorney and the following conditions:

1. Paint the encroaching duct materials to match building siding.
2. All work within the public right-of-way shall match existing grades of adjacent streets and properties, and meet Town of Jackson Standards. All design and construction costs required to meet this condition are the responsibility of the permittee.
3. Final locations for bollards, and associated work within the public right-of-way shall be approved by the Town Public Works Department prior to construction. Costs associated with changes or relocations of improvements without final approval are the responsibility of the permittee.
4. All proposed improvements, including the bollards, within the right-of-way shall be owned, operated, repaired, and maintained by the permittee.

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. 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, and its successors or assigns hereby releases and holds harmless the Town from any and all damage, claim, cause, or right of action which may arise from normal use by the public, Town use, maintenance, construction, repair or replacement activities by the Town associated with the Town rights-of-way 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.

5. INDEMNIFICATION:

Encroaching Party, and its successors in interest and assigns, hereby agrees to indemnify, defend, 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.

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 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. 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, including removal.

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 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. 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.

15. 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.

16. 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_____, 2021.

Witness my hand and official seal.

Notary Public

My commission Expires:

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

By: _____
Hailey Morton Levinson, Mayor

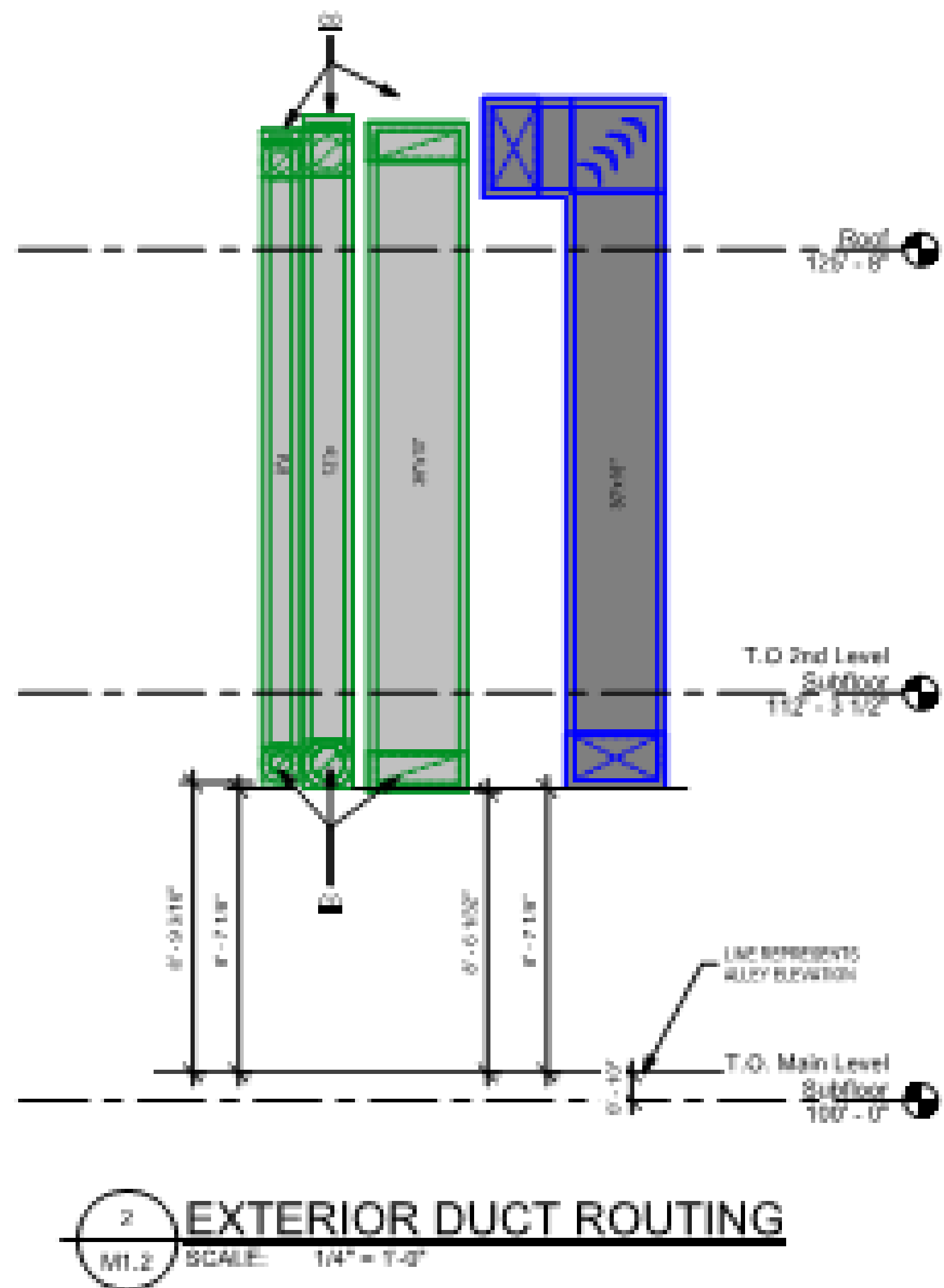
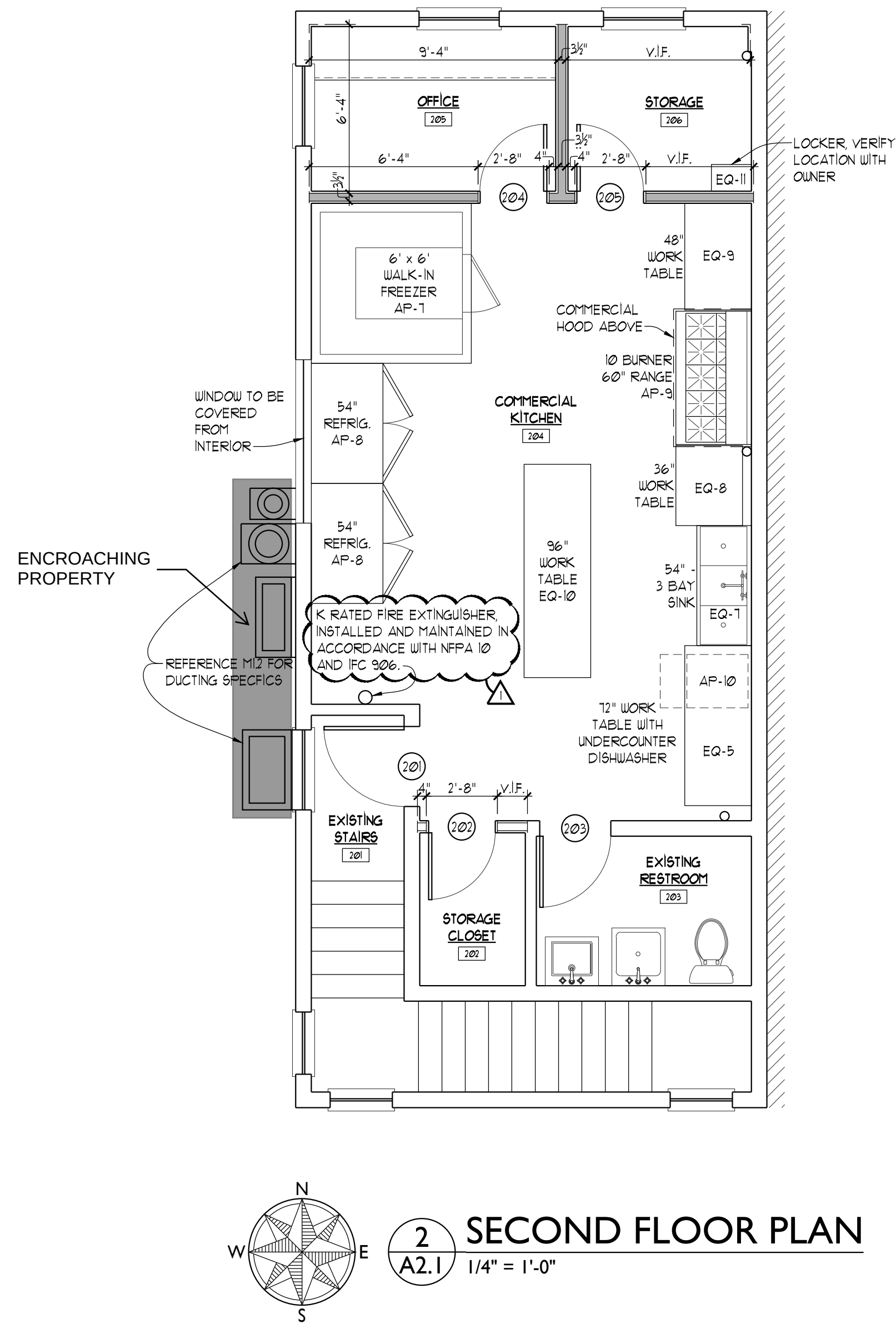
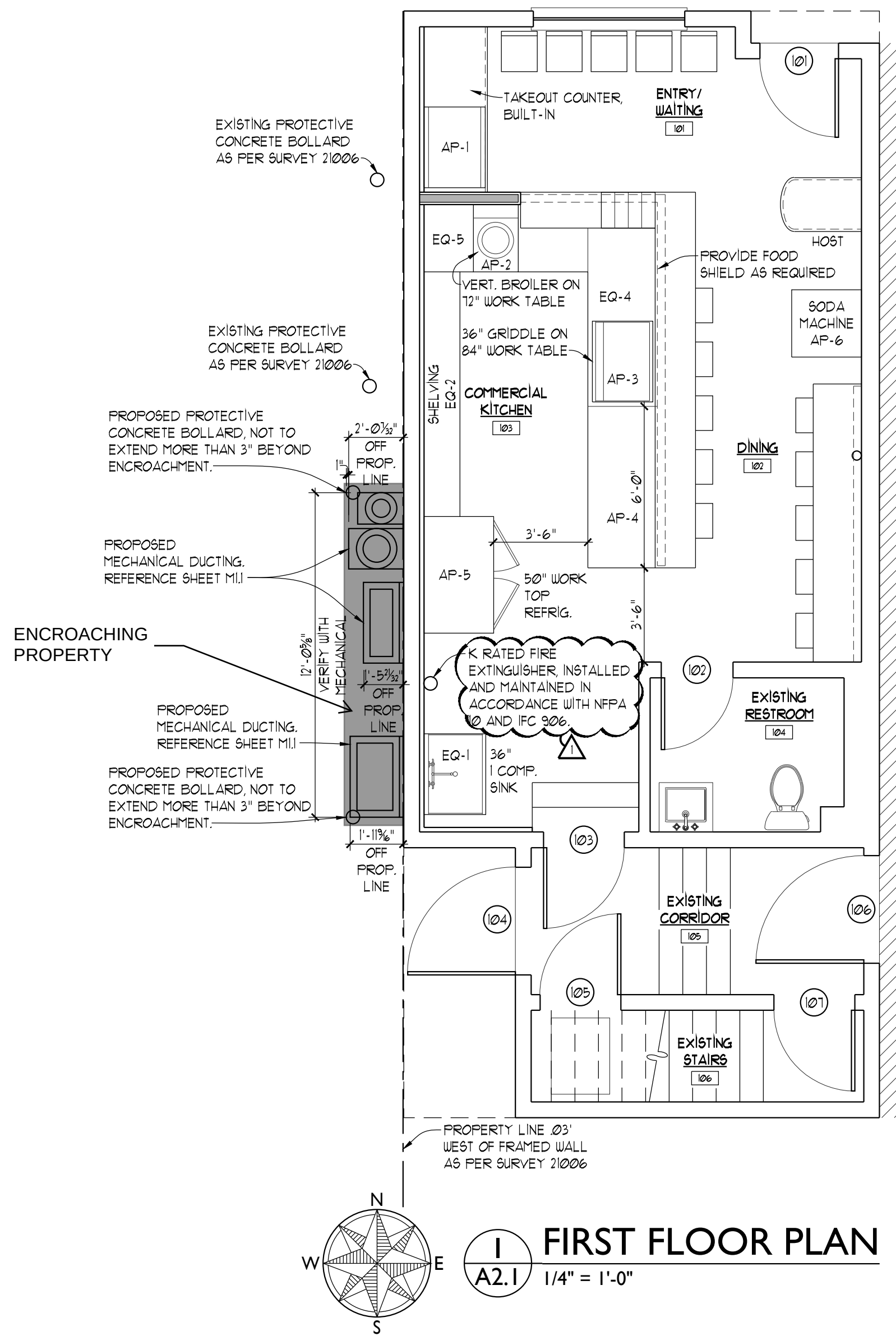
Date: _____
ATTEST: Lynsey Lenamond, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson and Lynsey Lenamond, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this _____ day of _____, 2021.

Witness my hand and official seal.

Notary Public
My commission Expires:



TACOS LOS PADRINOS
RESTAURANT TENANT
IMPROVEMENT

50 West Deloney Avenue
Jackson, Wyoming



JACKSON
1160 Alpine Lane, Ste 2A
P.O. Box 9227
Jackson, WY 83002
(307) 733-9551

DRIGGS
37 North First East
Driggs, ID 83422
(208) 354-0151

www.dubbe-moulder.com

OWNERSHIP & USE OF DOCUMENTS

Drawings & Specifications, as instruments of professional service are and shall remain the property of the architect. These documents are not to be used in whole or in part for any project or purposes whatsoever, without the prior specific written authorization of Dubbe Moulder Architects, P.C.

Drawing Title

FLOOR PLANS

Set Title **REVISION SET 3**

Set Title	Set Issue Date
PERMIT SET	AUGUST 18, 2020
REVISION SET 1	NOVEMBER 18, 2020
REVISION SET 2	MARCH 1, 2021
REVISION SET 3	APRIL 5, 2020

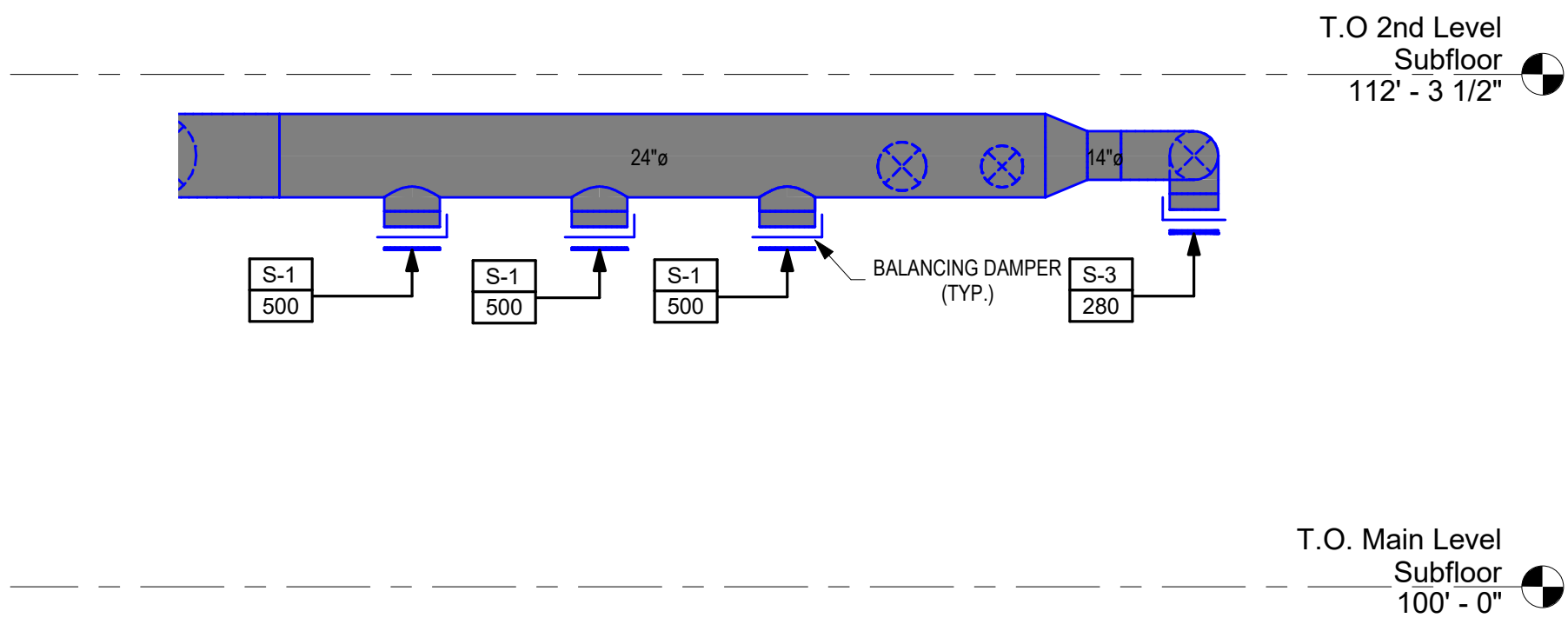
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Plot Date APRIL 5, 2021	Sheet Number
Scale 1/4" = 1'-0"	A2.1
Project Number 2020-05	

GENERAL NOTES

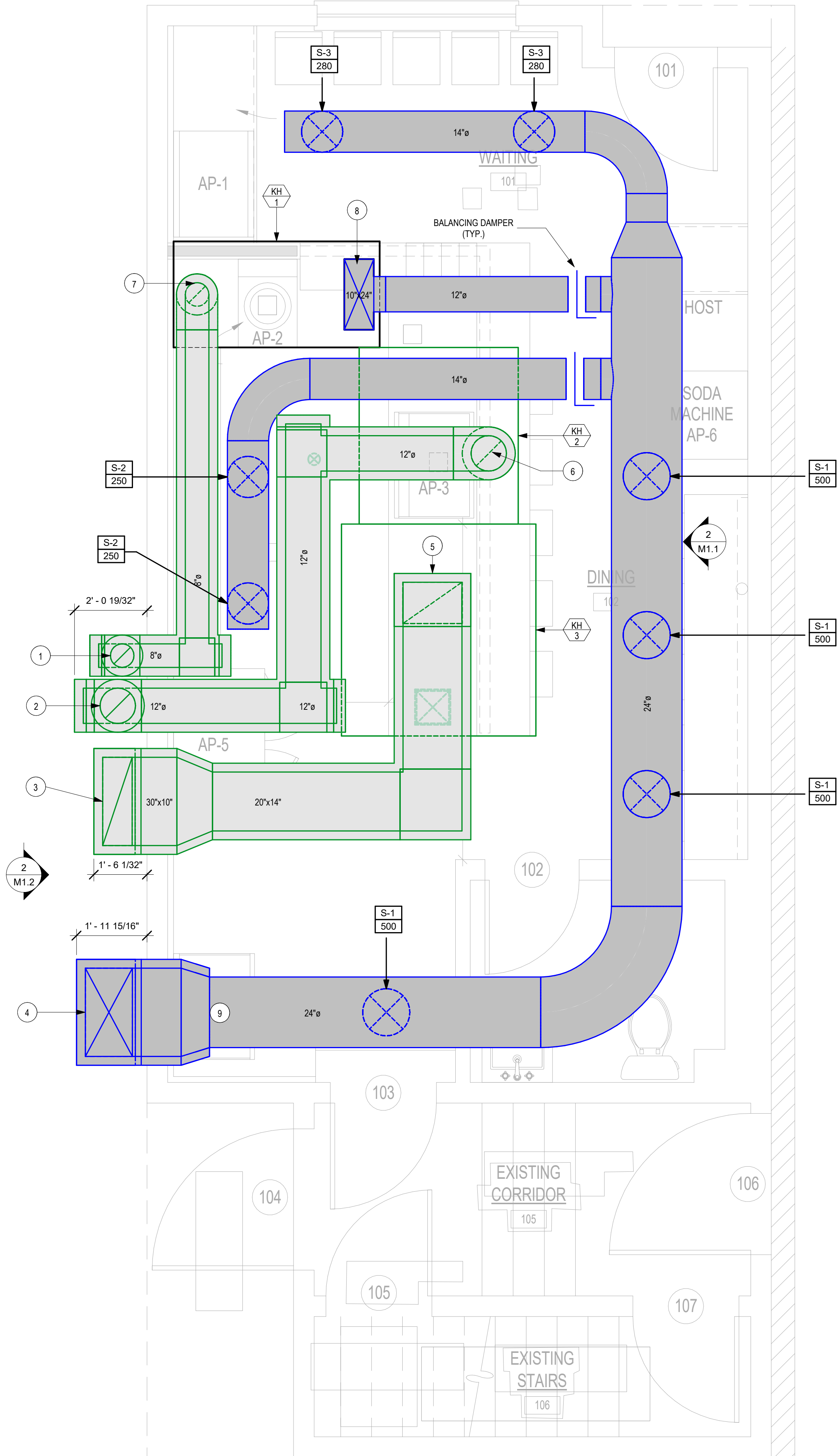
1. ROUTE DUCT AS CLOSE TO CEILING STRUCTURE AS POSSIBLE
2. ALL SUSPENDED EQUIPMENT TO BE INSTALLED WITH SEISMIC BRACING.
3. FIELD COORDINATE LOCATION OF ALL HOOD CONTROLS AND FIRE PULL STATIONS.
4. ALL HORIZONTAL EXHAUST HOOD DUCT WORK TO BE SLOPED A MINIMUM OF 1/4"12" DOWN TO EXHAUST HOOD.
5. PROVIDE DUCT CLEANOUTS AT ALL 90° BENDS IN GREASE EXHAUST DUCT.
6. CONSULT STRUCTURAL ENGINEER FOR PROPER SUSPENSION AND SUPPORT OF MECHANICAL EQUIPMENT FROM EXISTING STRUCTURE AND PROVIDE NECESSARY REINFORCEMENT OF STRUCTURE AS REQUIRED.

KEYED NOTES

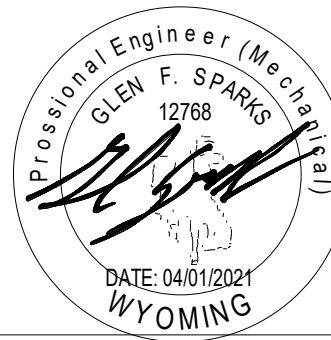
- 1 8" DIA. I.D. FACTORY BUILT GREASE EXHAUST DUCT RATED FOR ZERO CLEARANCE TO COMBUSTIBLE CONSTRUCTION DUCT UP TO ROOF. CONSULT STRUCTURAL ENGINEER FOR SIDEWALL PENETRATION DETAILS. PROVIDE FACTORY BUILT DUCT CLEANOUT.
- 2 12" DIA. I.D. FACTORY BUILT GREASE EXHAUST DUCT RATED FOR ZERO CLEARANCE TO COMBUSTIBLE CONSTRUCTION DUCT TO ROOF. CONSULT STRUCTURAL ENGINEER FOR SIDEWALL PENETRATION DETAILS. PROVIDE FACTORY BUILT DUCT CLEANOUT.
- 3 30" X 10" 16 GA WELDED STEEL EXHAUST DUCT WITH 3" FIRE BARRIER DUCT WRAP FOR ZERO CLEARANCE TO COMBUSTIBLE CONSTRUCTION AND COVERED WITH STUCCO EMBOSSED ALUMINUM JACKET.
- 4 30" X 16" OUTSIDE AIR DUCT UP FROM TO MAU-1 ON ROOF ABOVE. INSULATE ALL DUCT CARRYING TEMPERED AIR ON EXTERIOR OF BUILDING ENVELOPE WITH MINIMUM R-8 RIGID DUCT INSULATION OR ARMACEL WITH ALUMINUM JACKET ON ALL DUCT ON EXTERIOR OF BUILDING ENVELOPE. CONSULT STRUCTURAL ENGINEER FOR SIDEWALL PENETRATION DETAILS.
- 5 20" X 14" 16 GA WELDED BLACK STEEL DUCT TO BE FIRE BARRIER WRAPPED FOR ZERO CLEARANCE TO COMBUSTIBLE CONSTRUCTION AND THEN APPLY A SMOOTH STAINLESS STEEL JACKET AROUND INSULATION. DUCT ROUTED UP FROM KH-3 AND TURNS UNDER MAIN LEVEL JOISTS. PROVIDE CLEAN OUT AT 90 DEG. TURN. TRANSITION DUCT TO 24" DIA. ROUND FACTORY BUILT GREASE DUCT BEFORE BUILDING PENETRATION.
- 6 12" DIA. I.D. FACTORY BUILT GREASE EXHAUST DUCT RATED FOR ZERO CLEARANCE TO COMBUSTIBLE CONSTRUCTION DUCT UP FROM KH-2. TURNS UNDER MAIN LEVEL JOISTS.
- 7 8" DIA. I.D. FACTORY BUILT GREASE EXHAUST DUCT RATED FOR ZERO CLEARANCE TO COMBUSTIBLE CONSTRUCTION DUCT UP FROM KH-1. TURNS UNDER MAIN LEVEL JOISTS.
- 8 24" X 10" SUPPLY DUCT UP FROM KH-1. TURNS UNDER MAIN LEVEL JOISTS.
- 9 TRANSFER FROM 30"X16" RECTANGULAR TO 24" DIA. DUCT.



2 SPIRAL DUCT DIFFUSER MOUTING DETAIL
SCALE: 1/4" = 1'-0"



1 MAIN LEVEL MECHANICAL PLAN
SCALE: 1/2" = 1'-0"



Tacos los Padrinos

JACKSON, WY
PLUMBING

JOB NUMBER

Project Number

DRAWN BY:

JBS

CHECKED BY:

GS

CURRENT

ISSUE:

PERMIT SET

11/10/2020

REVISION: DATE:

A 04/01/2021

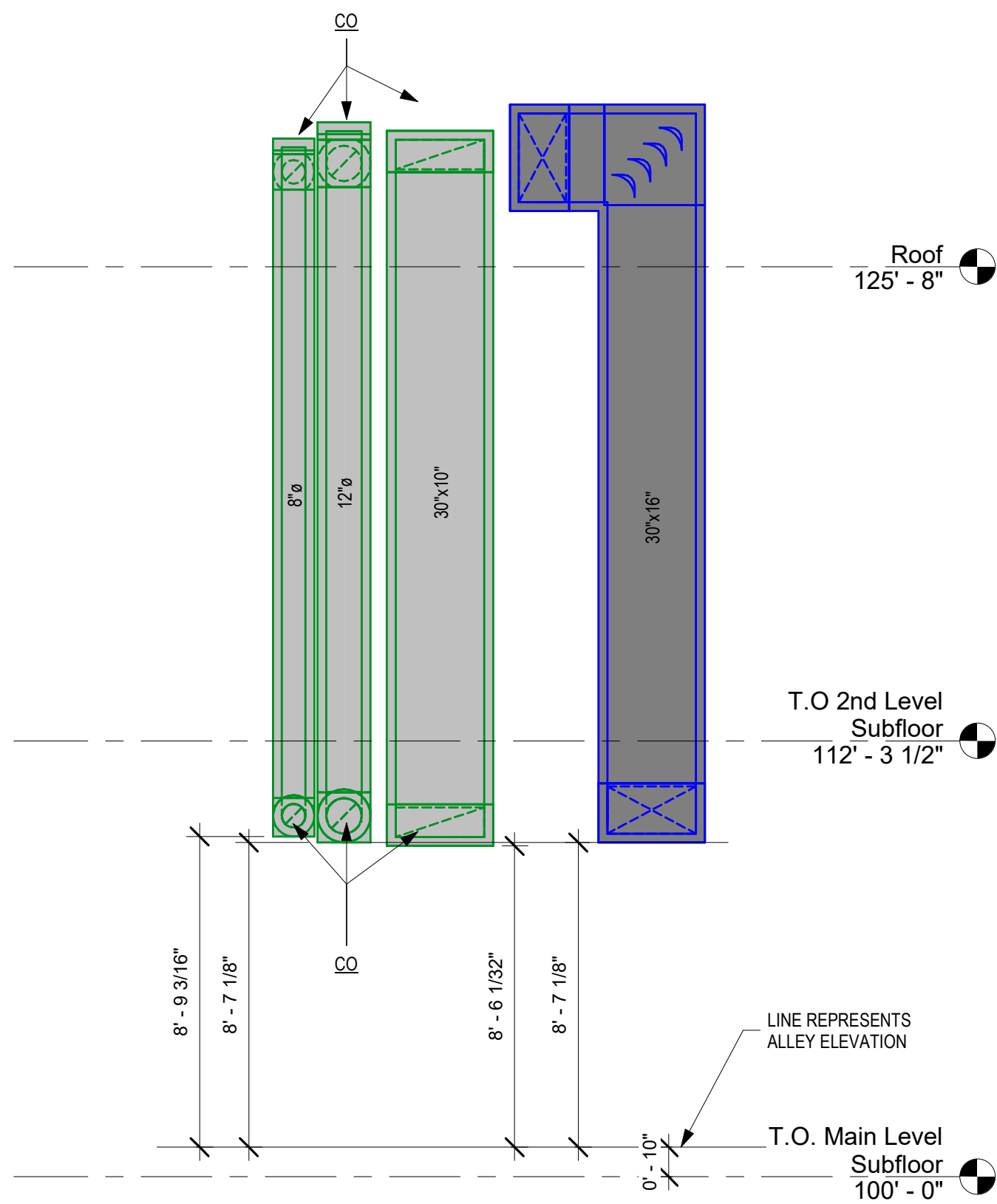
SHEET NAME:

MAIN LEVEL

MECHANICAL PLAN

SHEET #

M1.1



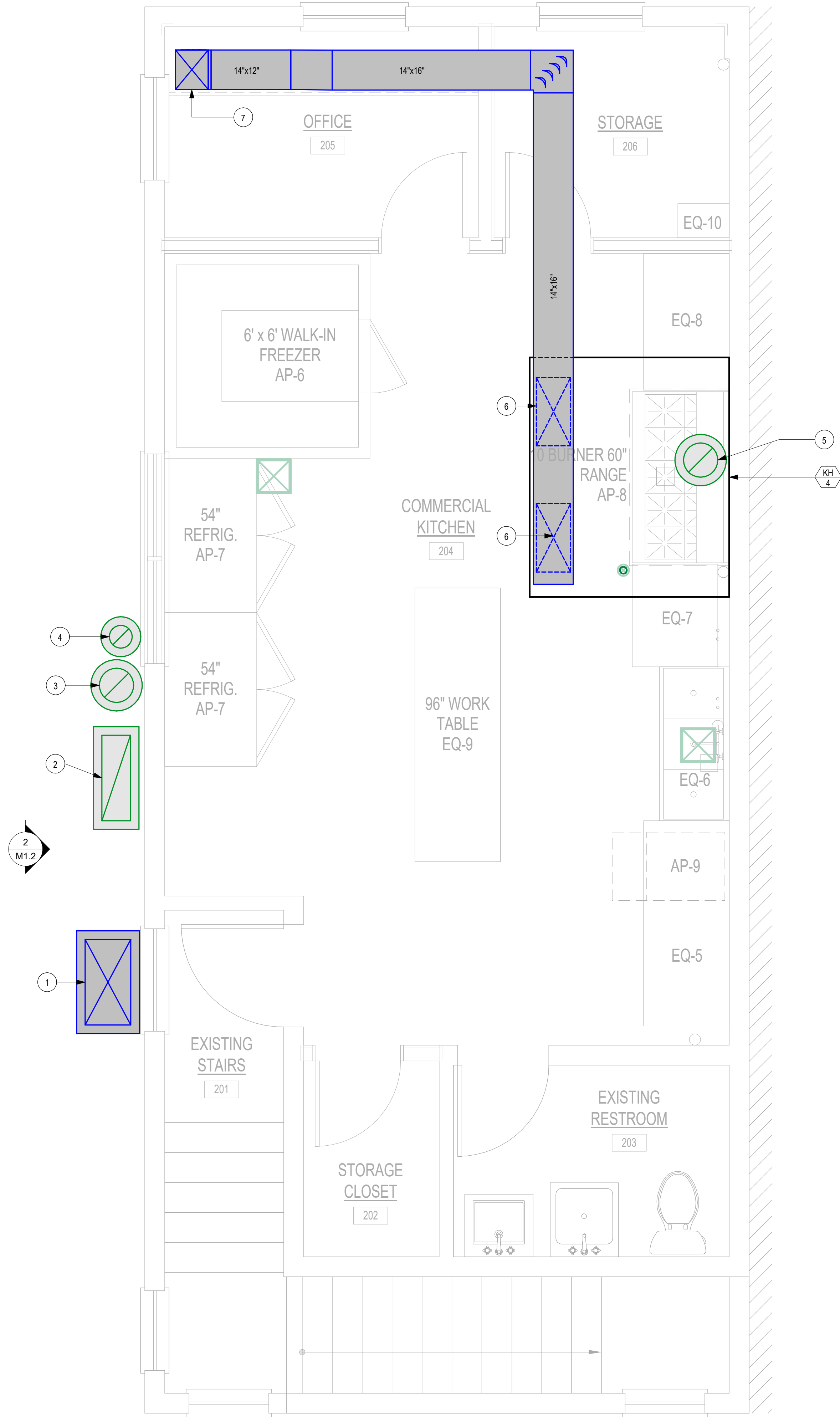
2
M1.2
EXTERIOR DUCT ROUTING
SCALE: 1/4" = 1'-0"

GENERAL NOTES:

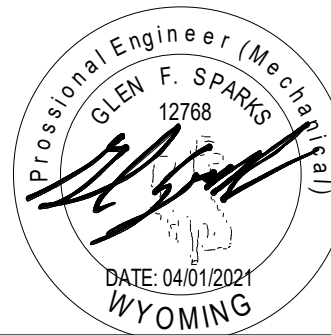
1. HORIZONTAL DUCT IS ROUTED IN THE DROP CEILING ABOVE THE SECOND FLOOR.
2. PROVIDE SEISMIC BRACING FOR ALL SUSPENDED EQUIPMENT AND DUCT IN ACCORDANCE WITH 2018 IBC.
3. FIELD COORDINATE LOCATION OF ALL HOOD CONTROLS AND FIRE PULL STATIONS.
4. ALL HORIZONTAL EXHAUST HOOD DUCT WORK TO BE SLOPED MINIMUM OF 1/4"12" DOWN TO EXHAUST HOOD.
5. PROVIDE DUCT CLEANOUTS AT ALL 90° BENDS IN EXHAUST HOOD DUCT.
6. CONSULT STRUCTURAL ENGINEER FOR PROPER SUSPENSION AND SUPPORT OF MECHANICAL EQUIPMENT FROM EXISTING STRUCTURE AND PROVIDE NECESSARY REINFORCEMENT OF STRUCTURE AS REQUIRED.

KEYED NOTES

1. 30" X 16" DUCT UP FROM BELOW TO ROOF ABOVE. PROVIDE MINIMUM OF R-8 RIGID DUCT INSULATION OR ARMACEL WITH ALUMINUM JACKET ON ALL DUCT ON EXTERIOR OF BUILDING ENVELOPE.
2. 20" DIA. I.D. FACTORY BUILT GREASE EXHAUST DUCT RATED FOR ZERO CLEARANCE TO COMBUSTIBLE CONSTRUCTION DUCT UP FROM BELOW TO EF-3 ON ROOF ABOVE.
3. 12" DIA. I.D. FACTORY BUILT GREASE EXHAUST DUCT RATED FOR ZERO CLEARANCE TO COMBUSTIBLE CONSTRUCTION DUCT UP FROM BELOW TO EF-2 ON ROOF ABOVE.
4. 8" DIA. I.D. FACTORY BUILT GREASE EXHAUST DUCT RATED FOR ZERO CLEARANCE TO COMBUSTIBLE CONSTRUCTION DUCT UP FROM BELOW TO EF-1 ON ROOF ABOVE.
5. 12" DIA. I.D. FACTORY BUILT GREASE EXHAUST DUCT RATED FOR ZERO CLEARANCE TO COMBUSTIBLE CONSTRUCTION DUCT UP FROM KH-4 TO EF-4 ON ROOF ABOVE. CONSULT STRUCTURAL ENGINEER FOR ROOF PENETRATION DETAILS.
6. 24" X 12" OUTSIDE AIR UP FROM KH-4 TO DROP CEILING ABOVE SECOND LEVEL.
7. 14" X 12" SUPPLY DUCT ROUTED UP FROM DROP CEILING OVER SECOND LEVEL TO MAU-2 ABOVE. CONSULT STRUCTURAL ENGINEER FOR ROOF PENETRATION DETAILS.



1
M1.2
SECOND LEVEL MECHANICAL PLAN
SCALE: 1/2" = 1'-0"



Tacos los Padrinos

PLUMBING JACKSON, WY

JOB NUMBER

Project Number

DRAWN BY:

JBS

CHECKED BY:

GS

CURRENT

ISSUE:

PERMIT SET

11/10/2020

REVISION: DATE:

A 04/01/2021

SHEET NAME:

SECOND LEVEL

MECHANICAL PLAN

SHEET #

M1.2

Wyoming Office
2024 State Street, Suite 200
Jackson, WY 83201
N. 807.200.2210
F. 807.200.2210
W. 807.200.2210

Meridian Office
2024 State Street, Suite 200
Jackson, WY 83201
N. 807.200.2210
F. 807.200.2210
W. 807.200.2210

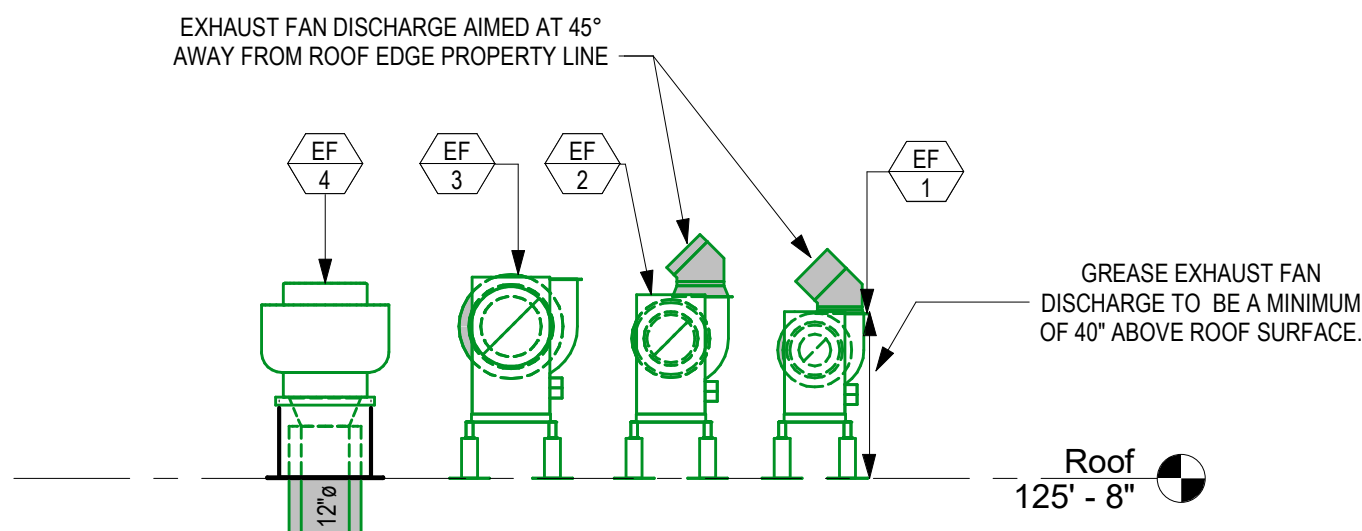
Energy 1
www.energy1.net

GENERAL NOTES:

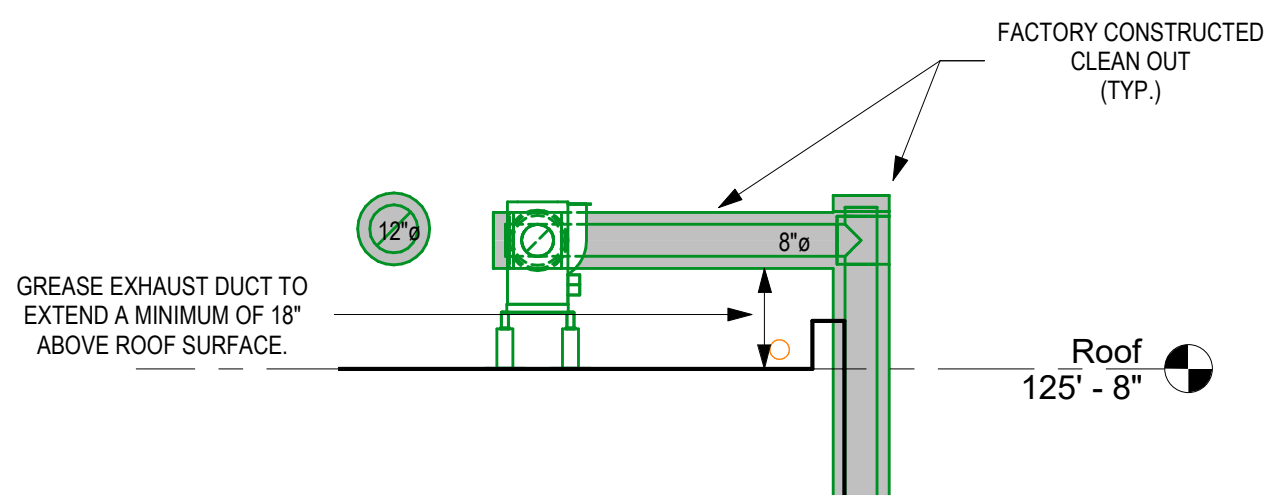
- EQUIPMENT ON ROOF WITHIN 10-FEET OF ROOF EDGE SHALL HAVE GUARD RAILS IN ACCORDANCE WITH 2018 IBC AND IMC.
- PROVIDE SEISMIC ROOF CURBS AND BRACING FOR ALL ROOF MOUNTED EQUIPMENT IN ACCORDANCE WITH 2018 IBC.
- ALL HORIZONTAL EXHAUST HOOD DUCT WORK TO BE SLOPED MINIMUM OF 1/4"12" DOWN TO EXHAUST HOOD.
- PROVIDE DUCT CLEANOUTS AT ALL 90° BENDS IN EXHAUST HOOD DUCT.
- GREASE EXHAUST DUCTS TO EXTEND AT LEAST 18" ABOVE ROOF SURFACE.
- GREASE EXHAUST DISCHARGE TO BE AT LEAST 40" ABOVE ROOF SURFACE.
- MINIMUM OF 10' CLEARANCE FROM ALL EXHAUST AND VENTS TO MAKEUP AIR UNIT INTAKE.
- PROVIDE GUARDRAIL ON NORTH AND WEST ROOF LINES. COORDINATE WITH ARCHITECT.

KEYED NOTES

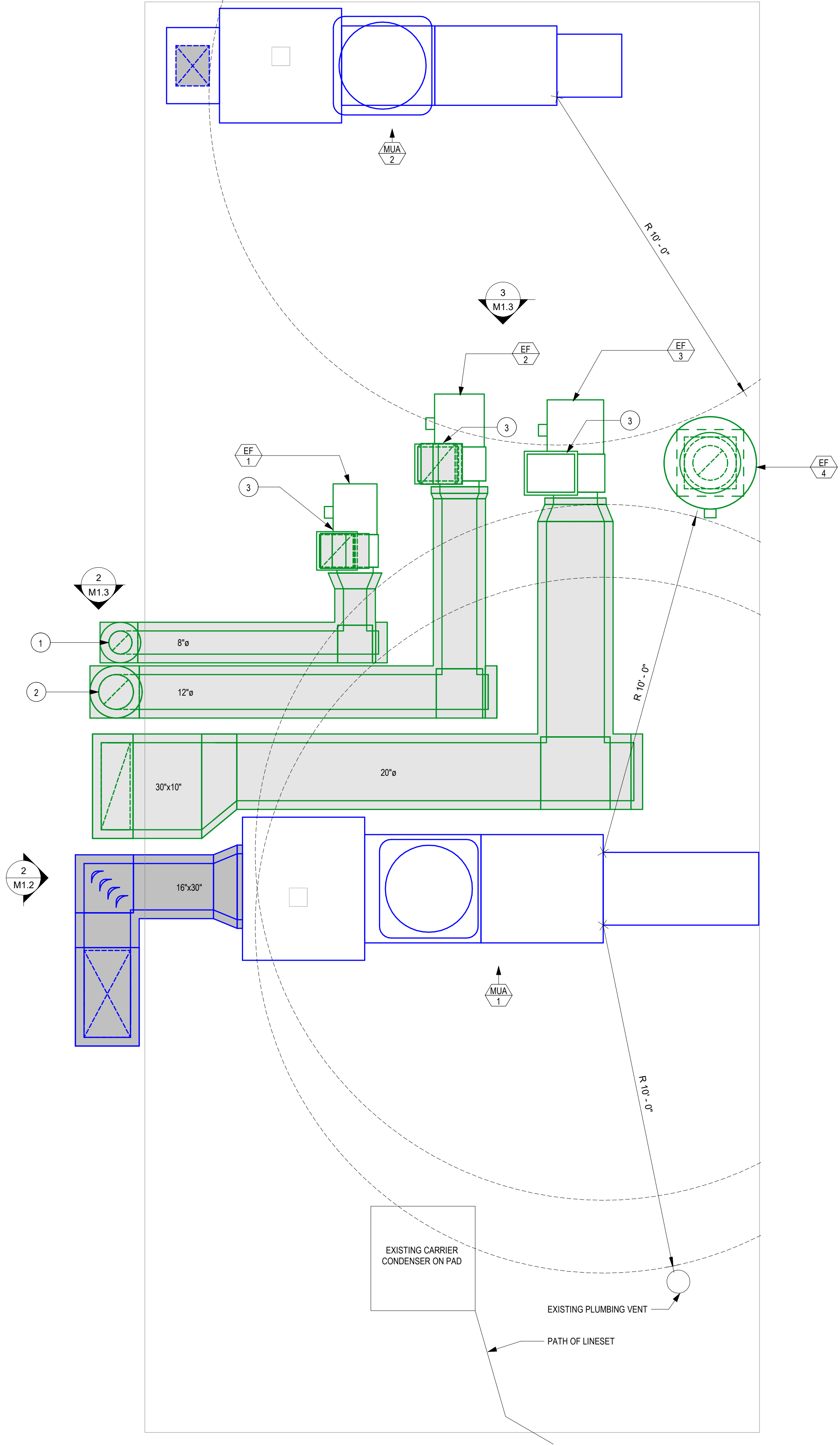
- 8" DIA. I.D. FACTORY BUILT GREASE EXHAUST DUCT RATED FOR ZERO CLEARANCE TO COMBUSTIBLE CONSTRUCTION DUCT UP FROM BELOW TO EF-1 ON ROOF. PROVIDE CLEANOUT ON TOP OF VERTICAL DUCT SECTION AND AT ALL 90 DEG. TURNS.
- 12" DIA. I.D. FACTORY BUILT GREASE EXHAUST DUCT RATED FOR ZERO CLEARANCE TO COMBUSTIBLE CONSTRUCTION DUCT UP FROM BELOW TO EF-2 ON ROOF. PROVIDE CLEANOUT ON TOP OF VERTICAL DUCT SECTION AND AT ALL 90 DEG. TURNS.
- DISCHARGE SECTION OF FAN TO BE AT LEAST 10' FROM ROOF EDGE PROPERTY LINE OR NOT LESS THAN 5' FROM PROPERTY LINE WITH DISCHARGE TO BE DIRECTED AT 45 DEG. ANGLE AWAY FROM ROOF EDGE PROPERTY LINE.



3 ROOF MOUNTED EXHASUT FANS DETAIL
SCALE: 1/4" = 1'-0"



2 EXHASUT DUCT ROUTING ON ROOF DETIAL
SCALE: 1/4" = 1'-0"



1 ROOF LEVEL MECHANICAL PLAN
SCALE: 1/2" = 1'-0"

STAFF REPORT



Meeting Date:	5/3/2021	Meeting Title:	Regular
Submitting Department:	Clerk	Presenter:	Lynsey Lenamond
Agenda Item:	Application for Restaurant Liquor License – Alpine Hotel Partners LLC	Public Comment:	Yes, public hearing for protests

Purpose & Policy Considerations.

Consideration of an application for a new restaurant liquor license. The Town Council is the local licensing authority for the issuance, renewal, and transfer of all liquor licenses within the Town of Jackson.

It is necessary for the Mayor to OPEN A PUBLIC HEARING to hear protests against the issuance of liquor licenses. After public comment has been heard, the Mayor must CLOSE THE PUBLIC HEARING. Then Council may act on the application.

Requested Action.

To consider statutory findings for approving and issuing a new restaurant liquor license.

Recommendations.

Staff does not make a recommendation whether to approve or deny the application.

Staff has placed condition No. 3 on the application because further permitting and fees are required prior to this restaurant being open to the public.

Background.

The Town Clerk received an application for a restaurant liquor license by Alpine Hotel Partners LLC. This is for the restaurant operation located inside The Alpine House. The Alpine House currently provides breakfast for their guests. Beginning in June, they are expanding their dining experience to include dinner and wish to offer alcohol along with Alcohol service areas would include the dining room and on the adjacent deck/patio.

The application was distributed according to Town procedure to Town and joint departments for review and comment. The Wyoming Liquor Division has certified the application complete.

Analysis.

The Town Council should consider the following from Wyoming Statutes (W.S.) 12-4-104 (b) regarding the issuance of a liquor license:

- (b) *A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:*
- (i) *The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;*
 - (ii) *The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;*
 - (iii) *The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;*
 - (iv) *The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*
 - (v) *Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

Alternatives (Optional).

Approve the application.

Deny the application.

Postpone action to the next regular meeting.

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

Upon approval, the license fee of \$1514 will be deposited into the Town's general fund. The license will also generate an undetermined amount of sales tax revenue.

Staff Impact.

Staff impact includes approximately 3 hours of Town Clerk's time to review and working closely with the applicant to complete the application package, working with the Wyoming Liquor Division, communicating, and working with departments during review, providing a complete staff report, presenting to Council, and if approved, printing and issuing the license. If approved, this license would be included in the Police Department's compliance visits.

Attachments or Links.

Application

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

Having considered the Wyo. Stat. §12-4-104(b) statutory factors for this application, I move to approve the application and issuance of a restaurant liquor license to Alpine Hotel Partners LLC for the license year beginning April 12, 2021, subject to the following conditions and further direct the Town Clerk to issue the license upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

1. The Clerk shall not issue the liquor license until all required Town permits and licenses have been obtained.
2. Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.
3. Alcohol service shall be limited to hotel guests only, unless a Basic Use Permit (BUP) for a "Restaurant/Bar" use is obtained from the Planning Department.

STAFF REPORT



Meeting Date:	May 3, 2021	Meeting Title:	Regular Meeting
Submitting Department:	Joint Housing	Presenter:	April Norton
Agenda Item:	Consideration of an RFP and Rezone application to Develop Affordable Rental Housing at 400 West Snow King Avenue	Public Comment:	Yes

Purpose & Policy Considerations.

The Council will consider a Request for Proposals ("RFP") to develop Affordable Rental housing on Town-owned property located at 400 West Snow King Avenue.

Requested Action.

1. Platting the property and rezoning it to NH-1.
2. Releasing the RFP as presented with the assumption that the property is platted and rezoned according to the RFP.

Recommendations.

Staff recommends:

1. Rezone to NH-1.
2. Release the RFP tomorrow, May 4, 2021.

Background.

In 2020 the Council released a Request for Qualifications for a developer to submit an application to the Wyoming Community Development Authority ("WCDA") to develop low-income rental housing. Unfortunately, that application was unsuccessful.

Today, staff brings forth an RFP that will require developers to provide two options for financing the Affordable Rental development:

- 1) Option one will require an application to the Wyoming Community Development Authority ("WCDA") and will utilize a combination of Low-Income Housing Tax Credits ("LIHTC"), HOME Investment Partnerships Program Funds ("HOME"), National Housing Trust Funds ("NHTF"), Town funding and private funding. (These programs require affordability at either <45% median family income or <60% median family income depending on the funding source.)
- 2) Option two will not include any LIHTC, HOME, or NHTF funding and will instead rely on private financing and Town funding. Affordable Rental restrictions must be utilized in the option, serving households earning 0-50%, 50-80%, and 80-120% median family income.

The purpose of requiring both options is to ensure the developer will break ground on the project in 2022 with Option One or Option Two (from above).

Based on discussions from 2020, the RFP states that successful responses will include a design that:

- Provides a minimum of 24 residential units, with more units generally being more desired;
- Maximizes the amount of residential space facing Snow King Avenue;
- Improves the existing alley on the eastern portion of the property;
- Addresses the dead-end on the south side of the property by creating an alley extension on the south side of the property; and
- Meets all Land Development Regulation requirements.

As drafted, the RFP will be released May 4, 2021 and will close June 3, 2021. After an initial review for completeness by the Housing Director, the Housing Supply Board will review and score the responses and may interview respondents as necessary. The Housing Director will bring a recommendation to the Council by the July 12, 2021 Regular Meeting.

Analysis.

The property is currently zoned Public/Semipublic and is surrounded by NM-2 and NH-1 zoning. As drafted, the RFP states that the property will be rezoned to NH-1 zoning. Before finalizing the RFP, staff seeks direction from Council on which zone to pursue for the rezone.

Neighborhood High Density 1 ("NH-1")	Neighborhood Medium Density 2 ("NM-2")
Buildings may be 3 stories, max height of 35' for flat roof	Buildings may be 3 stories, max height of 35' for flat roof
Parking: 1 space per unit <500 sf and <2 bedrooms; 1.5 spaces per all other units	Parking: 1 space per unit <500 sf and <2 bedrooms; 1.5 spaces for all other units
No limit on number of units per building.	Limited to 8 units per building.
Setbacks: 20' primary street, 10' secondary street	Setbacks: 20' primary street, 20' secondary street

Both zones allow for the use of the 2:1 Workforce Housing Density Bonus Tool. However, NM-2 limits the number of units per building to eight, forcing the development of multiple buildings which will drive the overall cost to construct up. Adding buildings will also limit the amount of parking and green space that can be provided as part of the project which will limit the number of units built.

Staff recommends rezoning the property to NH-1 and the RFP as presented states as such.

Staff also recommends releasing the RFP before the zone change is complete. This is necessary to meet the deadline to apply for funding through WCDA. If Council chooses to wait to release the RFP until the zone change is complete, the window to apply for funding through WCDA this year will be closed. If this happens, the RFP can be amended to remove the WCDA funding (Option One) and released this fall or we can wait to release the RFP until next spring so the developer can apply for funding through WCDA in September 2022.

Comprehensive Plan & Priority 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

Fiscal Impact.

Future costs include platting and rezoning, estimated cost \$30,000, and development, which at a minimum will include a long-term ground lease with a nominal fee. It is likely that under any financing scenario, to achieve the desired affordability, the Town will need to provide additional investment. That amount, however, is unknown at this time.

Staff Impact.

The Joint Housing Director will lead this effort. Other departments that will be involved include: Town Legal, Town Planning, Town Community Development, Town Public Works, and Town Manager.

Attachments or Links.

Request for Proposals for a Multifamily Rental Housing Developer at 400 West Snow King Avenue.

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

Item 1

I move to direct staff to submit an application to plat this property and rezone it to NH-1: Neighborhood High Density 1.

AND

Item 2

I move to direct staff to release the Request for Proposals for a Multifamily Rental Housing Developer at 400 West Snow King Avenue tomorrow, May 4, 2021.

OR

I further move to direct staff to amend the Request for Proposals for a Multifamily Rental Housing Developer at 400 West Snow King Avenue in the following ways: (list recommended changes) and to bring a final version of the RFP back to Council for consideration at the May 18 Regular Meeting.



THE TOWN OF JACKSON, WYOMING
JACKSON/TETON COUNTY HOUSING DEPARTMENT

MULTIFAMILY RENTAL HOUSING DEVELOPER
400 WEST SNOW KING AVENUE
Request for Proposals

Release Date: May 4, 2021
Question Deadline: May 21, 2021
Submission Deadline: June 3, 2021

INTRODUCTION & SITE CONTEXT

The Town of Jackson, through the Jackson/Teton County Affordable Housing Department (“Housing Department”), seeks a qualified partner to develop deed restricted rental housing on Town-owned property located at 400 West Snow King Avenue. A Request for Qualifications to develop this site was previously released and awarded. [The previous RFQ and responses are available for review online.](#) Unfortunately, the proposal was not successful, and the Town now seeks a new developer with whom to partner.

The site is approximately one acre and is currently zoned Public/Semipublic. The Town plans to rezone the property to Neighborhood High Density 1 (“NH-1”) to match the surrounding area. Respondents should assume NH-1 zoning when preparing proposals. Respondents should also assume the Town will provide a long-term ground lease to the developer for a nominal annual fee.

A competitive response to the RFP will provide two options for financing the development. For both options, the Town of Jackson will provide land for the development for a nominal annual ground lease fee and will consider additional investment depending on the proposed project.

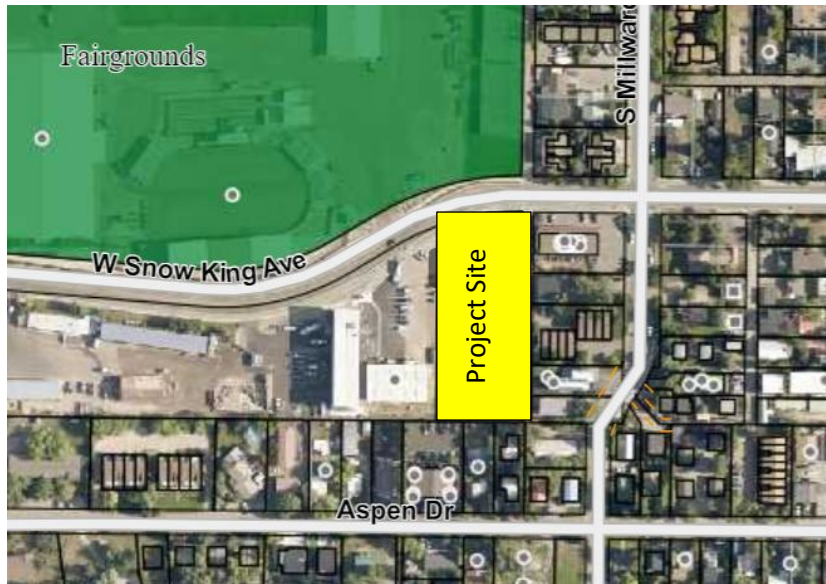
- 1) Option one will require an application to the Wyoming Community Development Authority (“WCDA”) and will utilize a combination of Low-Income Housing Tax Credits (“LIHTC”), HOME Investment Partnerships Program Funds (“HOME”), National Housing Trust Funds (“NHTF”), Town funding and private funding.
- 2) Option two will not include any LIHTC, HOME, or NHTF funding and will instead rely on private financing and Town funding. Affordable Rental restrictions must be utilized in the option, serving households earning 0-50%, 50-80%, and 80-120% median family income.

The purpose of requiring both options is to ensure the developer will break ground on the project in 2022 with LIHTC, HOME, and/or NHTF allocations or without.

Additionally, for this RFP, the Town seeks a development partner to:

- 1) Design a rental project that includes a minimum of 24 units that are a mix of one, two, and three-bedrooms.
- 2) Apply to WCDA for LIHTC, HOME, and NHTF. This application must be submitted in 2021 per the deadlines set forth in the Qualified Allocation Plan released by WCDA.
- 3) Provide an alternative proposal that is financed without LIHTC, HOME, and NHTF. This proposal must include mixed-income, deed restricted housing with an emphasis on lower-income earning households.
- 4) Lead a public-private partnership that results in the development of multifamily housing. Groundbreaking for the project should occur in 2022 and respondents are expected to meet all Town Land Development Regulations.

Neighborhood Characteristics, Land Use & Zoning



The site is located a few blocks from Snow King Mountain Resort and is owned by the Town of Jackson. It is approximately one acre. Currently, buildings exist on portions of the property. Respondents should include the removal/demolition of these buildings in their responses.

Teton County Fairgrounds, owned by the Town of Jackson and operated by Teton County, is located to the north of the site. To the west of the site is a mixed-use building that provides ground floor storage and office space for Jackson/Teton County Parks & Recreation and residential rental units on the second and third floors that are managed by the Housing Department and the Town of Jackson. To the east of the site are primarily residential units that are a mix of multifamily (townhomes and condominiums) and single-family units.

The site is currently zoned Public/Semipublic. However, respondents should assume the zoning will be changed to [NH-1: Neighborhood High Density 1](#) to match the surrounding neighborhood. The intent of this zone is to provide for high density residential development and to promote workforce housing types using a broad range of attached residential types in a pedestrian-oriented environment. Buildings may be up to three stories in height and the 2:1 Workforce Housing Density Bonus Tool must be used in all responses.

Successful responses will provide a design that:

- Provides a minimum of 24 residential units, with more units generally being more desired;
- Maximizes the amount of residential space facing Snow King Avenue;
- Improves the existing alley on the eastern portion of the property;
- Addresses the dead-end on the south side of the property by creating an alley extension on the south side of the property; and
- Meets all Land Development Regulation requirements.

Affordability

Respondents must include two options for the development of the property. Each option shall only include deed restricted units. For the LIHTC, HOME, and/or NHTF proposal, the units must meet the standards for those programs as they are set forth in the Qualified Allocation Plan released by WCDA. For the option that does not include LIHTC, HOME, and/or NHTF, the developer may propose a mix of Affordable Rental deed restrictions including 0-50% MFI, 50-80% MFI, and 80-120% MFI.

PROPOSAL REQUIREMENTS

Teton County has approved the following timeline for this RFP:

RFP Release	May 4, 2021
Deadline to Submit Questions	May 21, 2021
Submission Deadline & Public Opening	June 3, 2021
Contract Award	July 12, 2021

Submissions are due June 3, 2021 by 4pm MST. Submissions received after 4pm on June 3rd will not be considered. Incomplete submissions will not be considered. Responses must be submitted via email to April Norton at aprilnorton@jacksonwy.gov.

All questions must be submitted via email to Ms. Norton. Answers will be provided on a rolling basis via the Housing Department's website.

Proposals shall not exceed 30 pages in length and must include the following information, in this order:

A) Introductory Letter

Please include a letter of interest that clearly demonstrates the respondent's understanding of the project and interest in being considered for the project. The letter shall include the respondent's name, contact information, and primary contact name.

B) Qualifications

- a. Proposed Project Team. Please include an organizational chart and a description of each member of the Respondent's team, including: a resume, how the member will participate in the project, his/her relevant experience, and portfolios of any similar projects on which s/he has worked.
 - i. At a minimum, teams must include a developer, architect, general contractor, and engineer.
- b. References. Please provide three (3) references for whom your team has provided similar services. List the name, address, email address and telephone number for each reference along with a brief description of the relevant work experience for each reference.

C) Project Descriptions – A project description must be submitted for 1) LIHTC, HOME, NHTF Project, and 2) Project that does not include LIHTC, HOME, NHTF and is financed privately.
The project descriptions must include:

- a. A preliminary site plan that shows building footprints and heights, open space, parking, access, circulation, etc.
- b. A breakdown of all units including affordability, size, unit counts, bedrooms, shared storage, other common spaces, and amenities.
- c. A summary of each financial proposal that includes:
 - i. A summary narrative of the financing structure of the project that explains permanent and construction financing and sources for each;
 - ii. Supporting documentation for the financial proposal, including all assumptions made regarding construction costs, financing and soft costs, the use of public or private subsidy, rent rates, operating expenses, and any other relevant information.
- d. An anticipated development schedule that includes a projected timeline for each major step associated with completion of the project from application to WCDA to certificate of occupancy, how the developer will be held accountable for the proposed dates, and what contingencies may apply.

EVALUATION CRITERIA

The initial review of submittals for completeness will be conducted by the Housing Director. All complete submittals will then be reviewed by the Housing Supply Board. The Housing Director will bring forth a recommendation to the Jackson Town Council, which retains final decision-making authority, based on the following criteria:

- Financial proposal – 20 points maximum
- Affordability proposed – 15 points maximum
- Overall quality of site design – 10 points maximum
- Experience of key individuals – 10 points maximum

Please note that the Town of Jackson reserves the right to not choose any respondent.

ADDITIONAL RESOURCES

Town of Jackson Land Development Regulations:

<http://www.tetonwyo.org/DocumentCenter/View/1670/Town-of-Jackson-Land-Development-Regulations-PDF?bidId=#page=70>

Maximum Rental Rates:

<http://jhaffordablehousing.org/1829/Maximum-Affordable-Rental-Rates>

Draft Affordable Rental Deed Restriction:

<http://jhaffordablehousing.org/DocumentCenter/View/9004/2020-Affordable-Rental-Deed-Restriction-Template---Apartment>

Appendix A: Existing Site Conditions

- 1) Parks & Rec Shop Scope Drawing
- 2) Parks & Rec Shop Civil Packet – Existing Conditions Report – June 2020

13. ALL PUBLIC TRAVEL WAYS SHALL BE KEPT CLEAR OF CONSTRUCTION MATERIALS AND DEBRIS.
14. SEWER MAIN LINE LOCATIONS ARE DERIVED FROM DESIGN DRAWINGS. CONTRACTOR SHALL DIG TEST PITS (POTHOLE) PRIOR TO CONSTRUCTION, TO VERIFY EXISTING PIPELINE LOCATIONS PRIOR TO THE INSTALLATION OF THE SERVICE LINES. AS-CONSTRUCTED INFORMATION FOR THE NEW SEWER MAIN IS NOT AVAILABLE. THEREFORE INVERT ELEVATIONS AT POINTS OF THE-IN ARE ASSUMED FROM DESIGN DRAWINGS. CONTRACTOR IS TO VERIFY ELEVATIONS PRIOR TO CONSTRUCTION.

SNOW STORAGE:

A MINIMUM OF 2.5% OF THE TOTAL REQUIRED OFF-STREET PARKING AND LOADING AREAS SHALL BE PROVIDED AS SNOW STORAGE AREA, PURSUANT TO SECTION 6.2.5.C.2.c. OF THE TOWN LDRS.

WEST PARKING AREA & DRIVE AISLES - 20,342 SF
EAST PARKING AREA & DRIVE AISLES - 28,862 SF
TOTAL PARKING AREA = 49,204 SF
REQUIRED SNOW STORAGE AREA = 49,204 SF X 0.025 = 1,230 SF

SNOW STORAGE PROVIDED:

AREA 1 - 1,230 SF
AREA 2 - 493 SF
AREA 3 - 933 SF
AREA 4 - 504 SF
AREA 5 - 327 SF
TOTAL SNOW STORAGE AREA PROVIDED = 3,507 SF

SNOW STORAGE MINIMUM REQUIREMENT IS EXCEEDED. ANY EXCESS SNOW THAT CANNOT BE ACCOMMODATED BY THE SNOW STORAGE SHALL BE HAULED OFF TO TOWN SNOW STORAGE SITE ON THE FAIR GROUNDS PROPERTY.

#1:	250	0.5	130
#2:	380	0.5	150
#3:	320	0.5	100
TOTAL	6213.2	320	380

CATCH BASIN STORAGE VOLUME:
VOL=DEPTH BELOW INVERT * AREA

= 3' DEPTH BELOW INVERT * pi * 1.25^2
= 14.73 CF * 2 CATCH BASINS = 29.5 CF

AVAILABLE STORAGE: BASIN STORAGE + CATCH BASIN STORAGE
380 CF + 29.5 CF = 409.5 CF

409.5 CF > REQUIRED STORAGE: 372 CF



LEGEND

(E) - EXISTING (P) - PROPOSED

- MAJOR CONTOUR
MINOR CONTOUR
PROPERTY BOUNDARY
EASEMENT
(E) STRUCTURE
(P) STRUCTURE
(E) EDGE OF ASPHALT
(P) EDGE OF ASPHALT
(E) EDGE OF GRAVEL
(P) EDGE OF GRAVEL
(E) FENCE
(P) FENCE
(E) CURB FLOW LINE
(E) EDGE OF CONCRETE
(P) EDGE OF CONCRETE
(E) WATER MAIN
(E) WATER SERVICE
(E) SEWER MAIN
(E) SEWER SERVICE
(P) SEWER SERVICE
(E) STORM DRAIN
(P) STORM DRAIN
(E) GAS LINE
(P) GAS LINE
(E) OVERHEAD ELECTRICAL LINE
(E) UNDERGROUND ELECTRICAL LINE
LIMITS OF DISTURBANCE

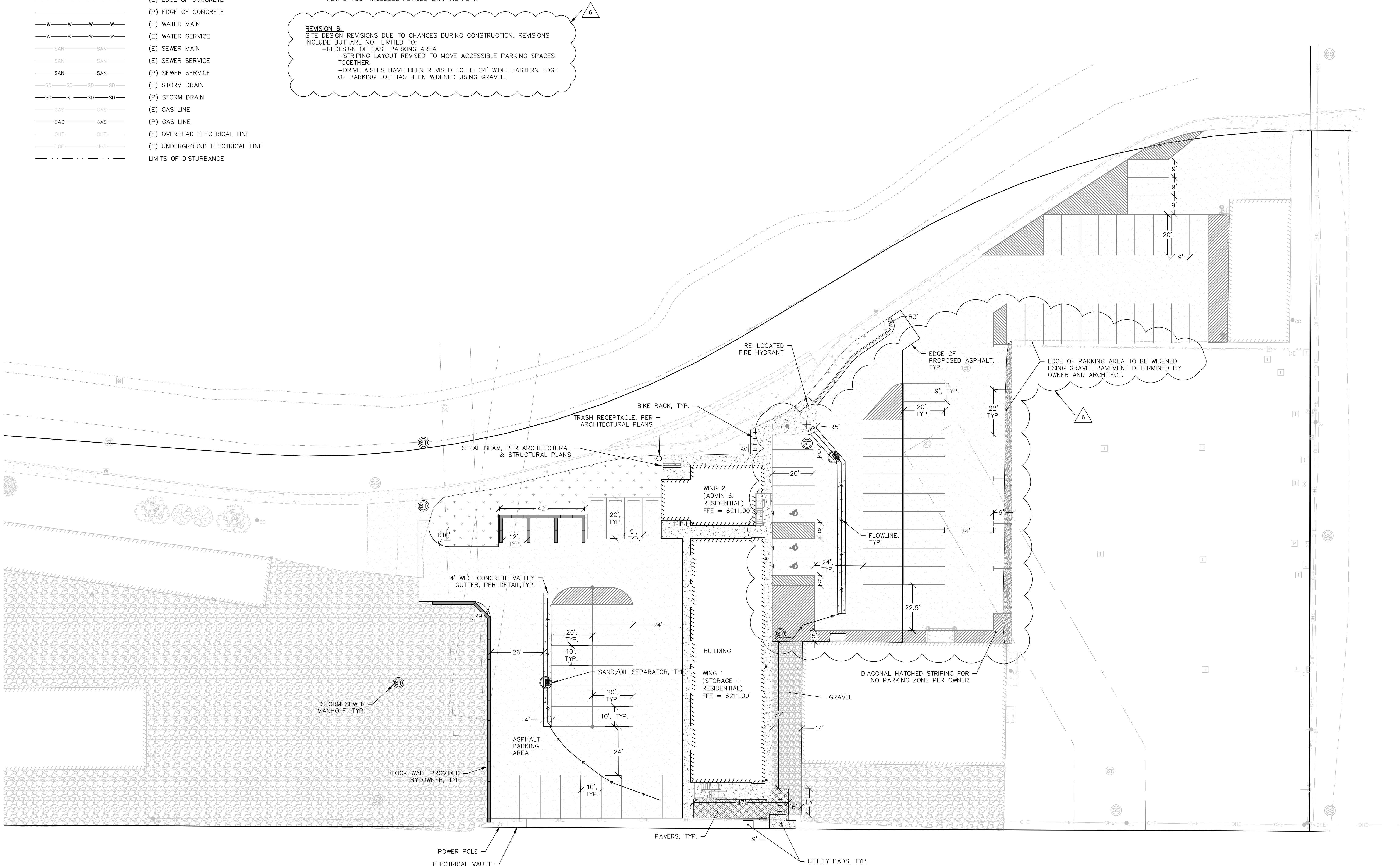
REVISION 3:
SITE DESIGN REVISIONS DUE TO ELIMINATION OF WINGS 3 & 4. REVISIONS INCLUDE BUT ARE NOT LIMITED TO:
- REDESIGN OF WEST PARKING LAYOUT
- ELIMINATION OF STORMWATER BASINS AND INCLUSION OF CONTROLLED RELEASE SYSTEM TO THE TOWN OF JACKSON STORM SEWER
- ELIMINATION OF SIDEWALK (ALONG SNOW KING AVE) AND WEST ENTRANCE RECONSTRUCTION

REVISION 4:
SITE DESIGN REVISIONS DUE TO CHANGES TO STORMWATER SYSTEM. REVISIONS INCLUDE BUT ARE NOT LIMITED TO:
- REDESIGN OF EAST AND WEST STORMWATER CONTROL AND RELEASE SYSTEM
- ADDITION OF DETAIL FOR WATER GENERAL, ADJACENT FIRE HYDRANT, AND CONNECTION OF BUILDINGS TO TOWN WATER SYSTEM

NOTE: REFER TO ARCHITECTURAL PLANS FOR BOLLARD LOCATIONS

REVISION 5:
SITE DESIGN REVISIONS DUE TO CHANGES ON BEHALF OF THE OWNER. REVISIONS INCLUDE BUT ARE NOT LIMITED TO:
- REDESIGN OF EAST PARKING LAYOUT TO ELIMINATE ALL PROPOSED PAVING AND HARDSCAPE EAST OF SNOW KING DRIVE ENTRANCE.
- NEW LAYOUT INCLUDES REVISED STRIPING PLAN

REVISION 6:
SITE DESIGN REVISIONS DUE TO CHANGES DURING CONSTRUCTION. REVISIONS INCLUDE BUT ARE NOT LIMITED TO:
- REDESIGN OF EAST PARKING AREA
- STRIPING LAYOUT REVISED TO MOVE ACCESSIBLE PARKING SPACES TOGETHER.
- DRIVE AISLES HAVE BEEN REVISED TO BE 24' WIDE. EASTERN EDGE OF PARKING LOT HAS BEEN WIDENED USING GRAVEL.



ARCHITECT

DUBBE MOULDER
ARCHITECTS

JACKSON
160 Alpine Lane, Ste 2A
PO Box 9227
Jackson, WY 83002
PHONE (307) 733-9551

DRUGGS
37 North First East
PO Box 369
Driggs, ID 83422
PHONE (208) 354-0151

SURVEYOR

Nelson Engineering & Land Surveyors
PO Box 1599 | 430 Cache
Jackson, Wyoming 83001
PHONE (307) 733-2087

CIVIL ENGINEER

Y2 Consultants
PO Box 2870 | 180 S. Willow St.
Jackson, Wyoming 83001
PHONE (307) 733-2999

STRUCTURAL ENGINEER

G&S Structural Engineers
505 Lindsey Boulevard
Idaho Falls, Idaho 83402
PHONE (208) 523-6918

MECHANICAL ENGINEER

CN Engineers
PO Box 4195 | 410 Cache Street
Jackson, Wyoming 83001
PHONE (307) 733-8765

ELECTRICAL ENGINEER

Bradley Engineering
PO Box 2556 | 382 Walnut Street
Idaho Falls, Idaho 83403
PHONE (208) 523-2862

CONTRACTOR

Record Steel and Construction Inc, DBA RSCI
333 W. Rossi Street, Suite 200
Boise, Idaho 83706
PHONE (208) 887-1401

OWNER

Teton County / Jackson Parks & Rec. Dept.
PO Box 811 | Jackson Wyoming
Jackson, Wyoming 83001
PHONE (307) 733-3932

CLIENT

Steve Ashworth, Director
Teton County/ Jackson Parks & Rec. Dept.
PO Box 811 | Jackson, Wyoming
PHONE (307) 732-5752

TETON COUNTY
PARKS & RECREATION

MAINTENANCE &
HOUSING FACILITY

400 WEST SNOW KING AVENUE
JACKSON, WYOMING

Set Title:
PERMIT ADDENDUM 02

Set Title	Set Issue Date
PROGRESS SET	JANUARY 12, 2018
BID SET	MARCH 7, 2018
PERMIT SET	APRIL 13, 2018
FTG. & FDN. PERMIT	JULY 9, 2018
FTG. & FDN. PERMIT	JULY 19, 2018
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REVISED PERMIT SET	NOVEMBER 27, 2018
FOR CONSTRUCTION	VARIES
PERMIT ADDENDUM 01	APRIL 30, 2020
PERMIT ADDENDUM 02	JUNE 10, 2020

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Drawing Title

SITE PLAN



Drawn By: SH	Checked By: KC
Plot Date: 6/10/2020 1:47 PM	Sheet Number:
Scale:	C1.1
Project Number: 16-003-06	

LEGEND

(E) - EXISTING (P) - PROPOSED

- (E) MAJOR CONTOUR
(E) MINOR CONTOUR
PROPERTY BOUNDARY
EASEMENT
(E) STRUCTURE
(P) STRUCTURE
(E) EDGE OF ASPHALT
(P) EDGE OF ASPHALT
(E) EDGE OF GRAVEL
(P) EDGE OF GRAVEL
(E) FENCE
(P) FENCE
(E) CURB FLOW LINE
(E) EDGE OF CONCRETE
(P) EDGE OF CONCRETE
(E) WATER MAIN
(E) WATER SERVICE
(P) WATER SERVICE
(E) SEWER MAIN
(E) SEWER SERVICE
(P) SEWER MAIN
(P) SEWER SERVICE
(E) STORM DRAIN
(P) STORM DRAIN
(E) GAS LINE
(E) OVERHEAD ELECTRICAL LINE
(E) UNDERGROUND ELECTRICAL LINE
(P) UNDERGROUND ELECTRICAL LINE

GENERAL NOTES

CAUTION: UNDERGROUND UTILITY LOCATIONS ARE NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES (WHETHER FUNCTIONAL OR ABANDONED) WITHIN THE PROJECT AREA ARE SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES BEFORE STARTING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM CONTRACTORS WORK.

WY DEQ AND IPC SPECIFICATIONS
UNLESS SPECIFIED OTHERWISE ON THIS DRAWING, ALL WATER AND WASTE WATER CONSTRUCTION SHALL BE COMPLETED IN CONFORMANCE WITH THE REQUIREMENTS OF THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY (WYDEQ) WATER QUALITY RULES AND REGULATIONS AND THE LATEST EDITION OF THE INTERNATIONAL PLUMBING CODE.

WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS:
ALL CONSTRUCTION SHALL BE COMPLETED IN CONFORMANCE WITH THE REQUIREMENTS OF THE CURRENT EDITION OF THE WYOMING PUBLIC WORKS STANDARD SPECIFICATION (WPWSS; INCLUDED BY REFERENCE) UNLESS OTHERWISE SPECIFIED.

- ALL MATERIAL SHALL BE INSTALLED ACCORDING TO MANUFACTURER GUIDELINES AND RECOMMENDATIONS UNLESS OTHERWISE SPECIFIED.
- MAINTAIN CONSISTENT PIPE GRADE TO DESIGNATED HIGH AND LOW POINTS.
- STRIP TOPSOIL FROM AREAS TO BE DISTURBED BY EXCAVATION, FILLING, OR COMPACTION BY EQUIPMENT. STOCKPILE TOPSOIL AS CLOSE TO FINAL PLACEMENT LOCATION AS POSSIBLE, PREVENT MIXING WITH SUBSOIL OR OTHER MATERIALS, AND PROTECT FROM EROSION.
- GRADE ALL AREAS AS SHOWN ON THE PLANS WHILE PROVIDING FOR SMOOTH TRANSITIONS TO EXISTING GRADE.
- SITE IMPROVEMENTS SHALL BE INSTALLED PROMPTLY IN ORDER TO REDUCE THE POTENTIAL FOR DUST EMISSIONS.
- THE AREA DISTURBED BY CLEARING, EARTH MOVING, OR EXCAVATION ACTIVITIES SHALL BE KEPT TO A MINIMUM AT ALL TIMES, ALLOWING IMPROVEMENTS TO BE IMPLEMENTED IN SECTIONS AND USING BLOCKS AS NECESSARY.
- SOIL-DISTURBING ACTIVITIES WILL BE AVOIDED DURING PERIODS OF HEAVY RAIN OR WET SOILS.
- AREAS DETERMINED TO HAVE BEEN COMPACTED BY CONSTRUCTION ACTIVITIES MAY REQUIRE MECHANICAL SUB-SOILING OR SCARIFICATION TO THE COMPACTED DEPTH TO REDUCE BULK DENSITY AND RESTORE POROSITY.
- ALL CONSTRUCTION MATERIALS WILL BE REMOVED FROM SITE AS SOON AS POSSIBLE AND NO LATER THAN 30 DAYS AFTER COMPLETION OF CONSTRUCTION.
- WY BMPs WILL BE FOLLOWED FOR ANY HYDRAULIC OR OIL LEAK IN ACCORDANCE WITH DEQ PROVISIONS.
- STATE LICENSED FUEL HANDLER COMPANIES WILL BE REQUIRED FOR THE ON-SITE FUELING NEEDS.
- CONCRETE WASH DISCHARGE SHALL BE CONTAINED AND PREVENTED FROM ENTERING STORMWATER OR PUBLIC WATER WAYS.
- ALL PUBLIC TRAVEL WAYS SHALL BE KEPT CLEAR OF CONSTRUCTION MATERIALS AND DEBRIS.
- SEWER MAIN LOCATIONS AND INVERT ELEVATIONS ARE DERIVED FROM SURVEY. CONTRACTOR SHALL DIG TEST PITS (POTHOLE) PRIOR TO CONSTRUCTION OF NEW SEWER LINES TO VERIFY EXISTING CONDITIONS. WHERE DIFFERENCES BETWEEN EXISTING CONDITIONS AND ASSUMED DESIGN CONDITIONS ARE IDENTIFIED THE CONTRACTOR SHALL REQUEST GUIDANCE FROM THE DESIGN ENGINEER.
- CONSTRUCTION MANAGEMENT PLAN TO BE PROVIDED BY RSCL.

SNOW STORAGE:

A MINIMUM OF 2.5% OF THE TOTAL REQUIRED OFF-STREET PARKING AND LOADING AREAS SHALL BE PROVIDED AS SNOW STORAGE AREA, PURSUANT TO SECTION 6.2.5.C.2.G. OF THE TOWN LDs.

WEST PARKING AREA & DRIVE AISLES = 15,253 SF
EAST PARKING AREA & DRIVE AISLES = 29,939 SF
TOTAL PARKING AREA = 45,192 SF
REQUIRED SNOW STORAGE AREA = 45,192 SF X 0.025 = 1,129.8 SF

SNOW STORAGE PROVIDED
AREA 1 = 933 SF
AREA 2 = 504 SF
AREA 3 = 327 SF
TOTAL SNOW STORAGE AREA PROVIDED = 1,764 SF

SNOW STORAGE MINIMUM REQUIREMENT IS EXCEEDED. ANY EXCESS SNOW THAT CANNOT BE ACCOMMODATED BY THE SNOW STORAGE SHALL BE HAULED OFF TO TOJ SNOW STORAGE SITE ON THE FAIR GROUNDS PROPERTY.

GRADING AND EROSION CONTROL PLAN

DEVELOPMENT SCHEDULE:

- PROJECT START DATE: SUMMER 2018
- PROJECT COMPLETION DATE: FALL 2019

PROPOSED GRADING PLAN:

- REVEGETATION PER LANDSCAPE ARCHITECT / OWNER. REVEGETATION WILL OCCUR AS SOON AS CONDITIONS ALLOW.
- TOPSOIL WILL BE STRIPPED FROM AREAS TO BE DISTURBED BY EXCAVATION, FILLING, OR COMPACTION BY EQUIPMENT.
- STOCKPILE TOPSOIL ON-SITE, PREVENT MIXING WITH SUBSOIL OR OTHER MATERIALS, AND PROTECT FROM EROSION.
- SOIL IN AREAS COMPACTED BY HEAVY EQUIPMENT TRAVEL WILL BE PREPARED FOR RESEEDING BY SCARIFICATION.
- IMMEDIATELY PRIOR TO SPREADING TOPSOIL, LOOSEN THE SUBGRADE BY DISKING OR SCARIFY TO A DEPTH OF 4" TO ENSURE BONDING OF THE TOPSOIL AND SUBSOIL. REMOVE ROCKS AND OTHER MATERIAL GREATER THAN 3" IN DIAMETER.
- STOCKPILED AND / OR IMPORTED TOPSOIL WILL BE DISTRIBUTED OVER AREAS TO BE REVEGETATED AT A DEPTH OF 3-6 INCHES.

EROSION CONTROL PLAN:

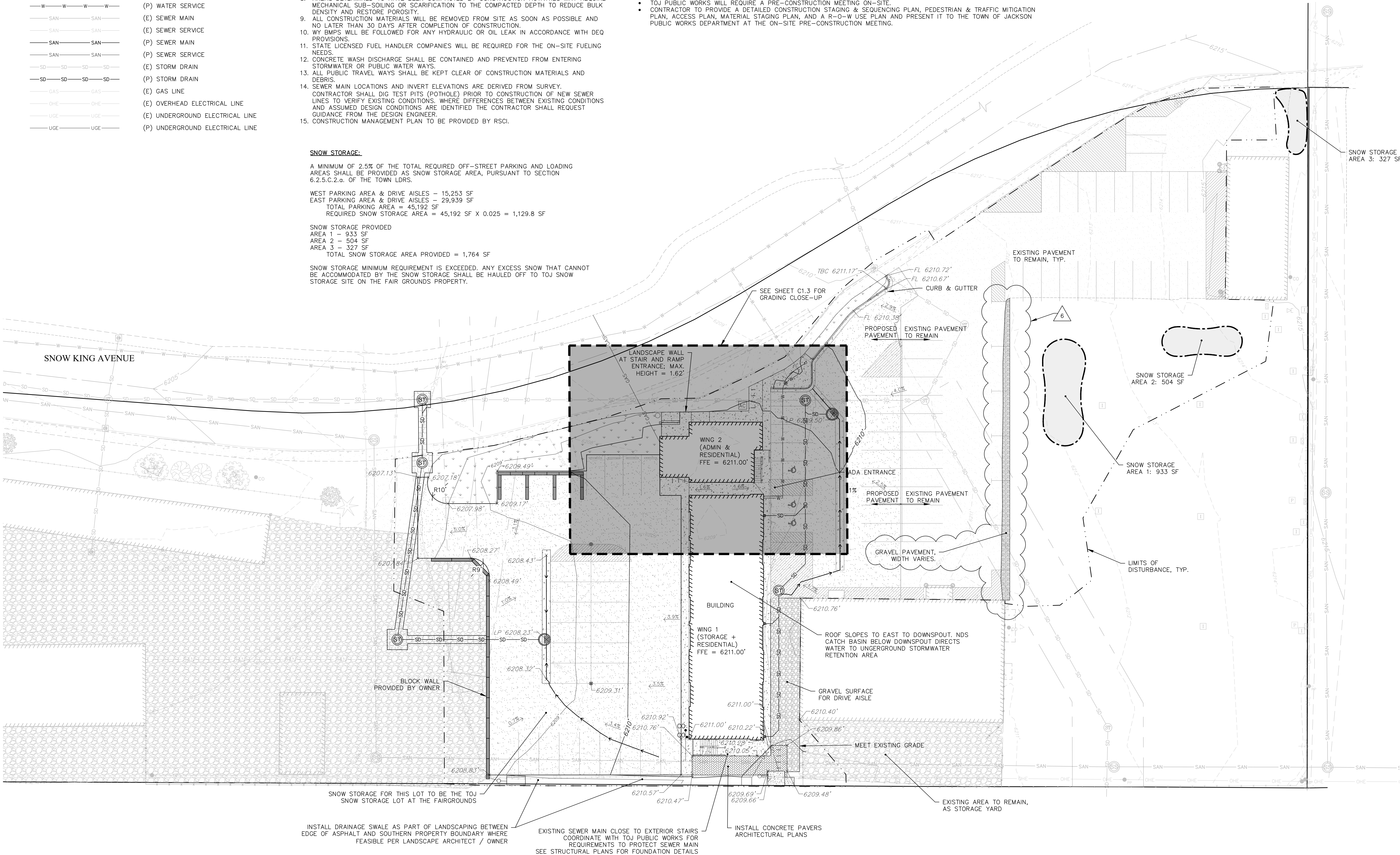
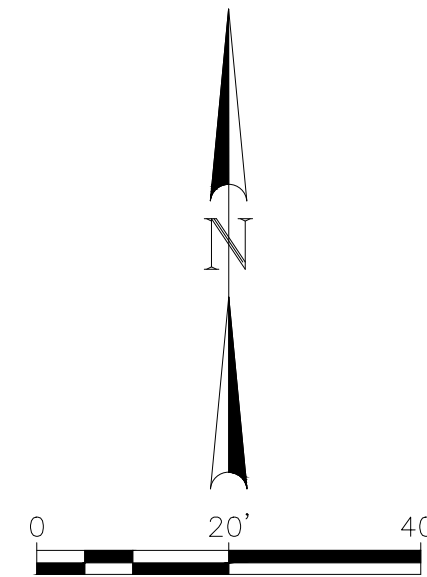
- EROSION CONTROL MEASURES SHALL BE INSPECTED WEEKLY BY THE GENERAL CONTRACTOR/CONSTRUCTION SITE MANAGER AND REPAIRED AS REQUIRED.
- STRAW WATLES SHALL BE INSTALLED AT SNOW KING AVENUE STORMWATER DRAINAGE INLETS AND ON-SITE STORMWATER DRAINAGE INLETS.
- SILT FENCES TO BE INSTALLED AS INDICATED ON PLANS TO PREVENT SEDIMENT TRANSPORT OFF SITE.
- ON-SITE STOCKPILES TO HAVE SILT FENCES INSTALLED AT THE TOE OF THE DOWN-SLOPE SIDE. EXCESS OFFSITE STOCKPILES TO HAVE THE SAME EROSION CONTROL MEASURES.
- THE SILT FENCES SHALL REMAIN IN PLACE UNTIL THE STOCKPILED MATERIAL IS REMOVED, AND ELSEWHERE UNTIL AREAS ARE REVEGETATED.
- THE GENERAL CONTRACTOR/CONSTRUCTION SITE MANAGER SHALL COMPLY WITH WYDEQ WYDES SMALL CONSTRUCTION GENERAL PERMITS AND LARGE CONSTRUCTION GENERAL PERMITS FOR SITES LESS THAN 5 ACRES AND LARGER THAN 5 ACRES, RESPECTIVELY.

CONSTRUCTION AND PHASING NOTES:

- CONFIRM EXTENT OF PAVING WITH OWNER AND CIVIL ENGINEER IN FIELD. TEMPORARY GRAVEL SURFACE MAY BE SUBSTITUTED FOR THE STAFF/FLEET PARKING AREA.
- ON-SITE CONSTRUCTION PARKING AVAILABLE. CONTRACTOR TO DETERMINE AND INFORM INVOLVED PARTIES OF APPROPRIATE OFF-SITE CONSTRUCTION PARKING IF NECESSARY.
- TOJ PUBLIC WORKS WILL REQUIRE A PRE-CONSTRUCTION MEETING ON-SITE.
- CONTRACTOR TO PROVIDE A DETAILED CONSTRUCTION STAGING & SEQUENCING PLAN, PEDESTRIAN & TRAFFIC MITIGATION PLAN, ACCESS PLAN, MATERIAL STAGING PLAN, AND A R-O-W USE PLAN AND PRESENT IT TO THE TOWN OF JACKSON PUBLIC WORKS DEPARTMENT AT THE ON-SITE PRE-CONSTRUCTION MEETING.

DISTURBANCE (SF)	SLOPES (%)
61,069	0-5
7,140	5-15
0	>15
0	25/30
68,209	TOTAL

0 SF OF DISTURBANCE OCCURRING ON >15% SLOPES



ARCHITECT

DUBBE MOULDER
ARCHITECTS

JACKSON
160 Alpine Lane, Suite 2A
PO Box 9227
Jackson, WY 83002
PHONE: (307) 733-9551

DRUGGS
37 North First East
PO Box 169
Driggs, ID 83422
PHONE: (208) 354-0151

SURVEYOR

Nelson Engineering & Land Surveyors
PO Box 1599 | 430 Cache
Jackson, Wyoming 83001
PHONE: (307) 733-2087

CIVIL ENGINEER

Y2 Consultants
PO Box 2870 | 180 S. Willow St.
Jackson, Wyoming 83001
PHONE: (307) 733-2999

STRUCTURAL ENGINEER

G&S Structural Engineers
505 Lindsey Boulevard
Idaho Falls, Idaho 83402
PHONE: (208) 523-6918

MECHANICAL ENGINEER

CN Engineers
PO Box 4195 | 410 Cache Street
Jackson, Wyoming 83001
PHONE: (307) 733-8765

ELECTRICAL ENGINEER

Bradley Engineering
PO Box 2556 | 382 Walnut Street
Idaho Falls, Idaho 83403
PHONE: (208) 523-2862

CONTRACTOR

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333 W. Rossi Street, Suite 200
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Teton County / Jackson Parks & Rec. Dept.
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PHONE: (307) 733-3932

CLIENT

Steve Ashworth, Director
Teton County/ Jackson Parks & Rec. Dept.
PO Box 811 | Jackson, Wyoming
PHONE: (307) 732-5752

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Set Title:

PERMIT ADDENDUM 02

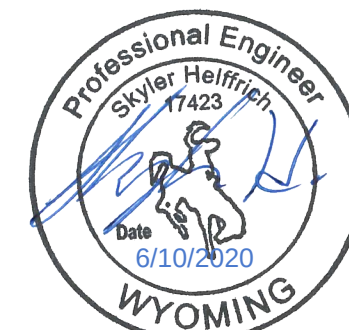
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Drawing Title

GRADING PLAN



Drawn By:

SH

Checked By:

KC

Plot Date:

6/10/2020

Scale:

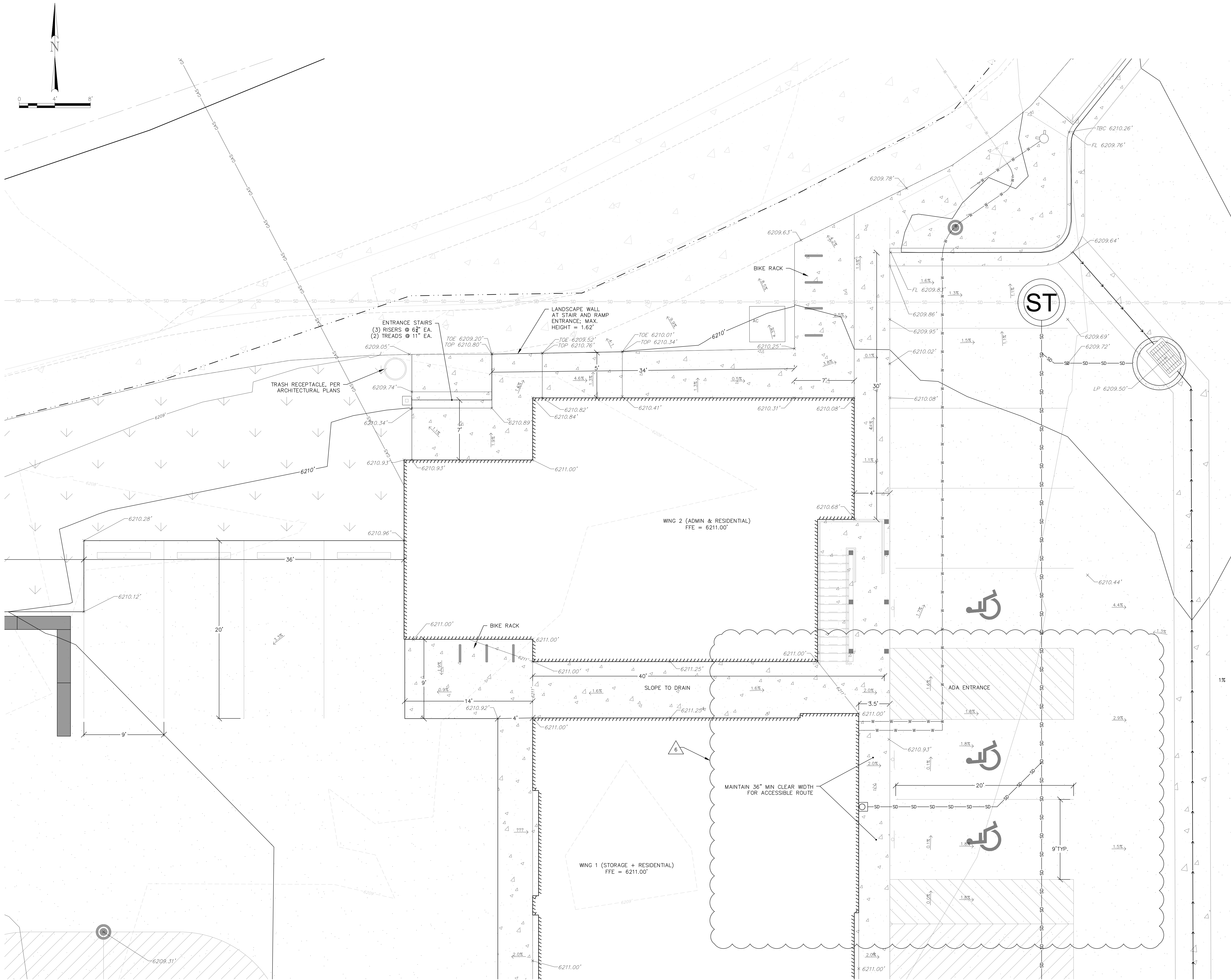
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Project Number:

16-003-06

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ARCHITECT



JACKSON
160 Alpine Lane, Suite 2A
PO Box 9227
Jackson, WY 83002
PHONE: (307) 733-9551

DRIGGS
37 North First East
PO Box 169
Driggs, ID 83422
PHONE: (208) 354-0151

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CLIENT

Steve Ashworth, Director
Teton County/ Jackson Parks & Rec. Dept.
PO Box 811 | Jackson, Wyoming
PHONE: (307) 732-5752

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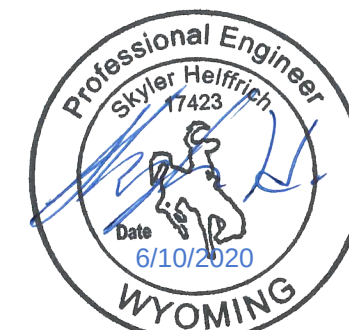
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Drawing Title

GRADING CLOSE-UP



Drawn By: SH	Checked By: KC
Plot Date: 6/10/2020 1:49 PM	Sheet Number:
Scale:	C1.3
Project Number: 16-003-06	

STORMWATER CALCULATIONS

LEGEND

(E)- EXISTING (P)- PROPOSED

- (E) MAJOR CONTOUR
(E) MINOR CONTOUR
PROPERTY BOUNDARY
EASEMENT
(E) STRUCTURE
(P) STRUCTURE
(E) EDGE OF ASPHALT
(P) EDGE OF ASPHALT
(E) EDGE OF GRAVEL
(P) EDGE OF GRAVEL
(E) FENCE
(P) FENCE
(E) CURB FLOW LINE
(E) EDGE OF CONCRETE
(P) EDGE OF CONCRETE
(E) WATER MAIN
(E) WATER SERVICE
(P) WATER SERVICE
(E) SEWER MAIN
(E) SEWER SERVICE
(P) SEWER MAIN
(P) SEWER SERVICE
(E) STORM DRAIN
(P) STORM DRAIN
(E) GAS LINE
(E) OVERHEAD ELECTRICAL LINE
(E) UNDERGROUND ELECTRICAL LINE
(P) UNDERGROUND ELECTRICAL LINE

POST-DEVELOPMENT - WEST BASIN

LOT SIZE: 0.37 ACRES
LENGTH OF TRAVEL: 123 LF
SLOPE: 5%

AREA TYPES:	AREA (ACRES)	C VALUE
PAVEMENT & ROOFS	0.37	0.9

C_p = RUNOFF COEFFICIENT ADJUSTMENT FACTOR = 1.25
COMPOSITE C = COMPOSITE RUNOFF COEFFICIENT = 0.9
 T_c = TIME TO CONCENTRATION (MIN): .51
 T_d = DURATION (MIN): 5.00
A = AREA OF LOT (ACRES): 0.37
 Q_{100} = FLOW RATE OF THE 100 YEAR STORM FOR TETON COUNTY
Q = FLOW RATE OF POST-DEVELOPMENT SITE CONDITIONS FOR 100 YEAR STORM
 Q_{PRE} = FLOW RATE OF PRE-DEVELOPMENT SITE CONDITIONS FOR 100 YEAR STORM
I = INTENSITY (INCHES/HOUR)
V = VOLUME (CUBIC FEET)

PER TOJ LDRs 100 YEAR STORM INTENSITY FOR 5 MINUTE STORM
I = INTENSITY (INCHES/HOUR) = 3.0

Q_{100} (CUBIC FEET/SECOND) = $C_p \times CIA = 1.25 \text{ CFS}$

WHERE $T_d < T_c$, MAX Q = Q X (T_d/T_c)

WHERE $T_d > T_c$, MAX Q = Q

Q_{PRE} (CUBIC FEET/SECOND) = 1.07 CFS

WHERE MAX Q < Q_{PRE} , V = 0

WHERE MAX Q > Q_{PRE} , V = (MAX Q - Q_{PRE}) X ($T_d - (Q_{PRE}/Q) \times T_c$) X 60(SEC/MIN)

T_d (DURATION, MINS)	I (INTENSITY, INCHES/HOUR)	Q (FLOW RATE, POST DEV., CFS)	MAX Q (CFS)	V (VOLUME, CF)
5.00	3.00	1.25	1.25	48.50
10.00	2.33	0.97	0.97	0.00
15.00	1.90	0.79	0.79	0.00
20.00	1.65	0.69	0.69	0.00

STORAGE REQUIRED: 48.5 CF

Q_{design} MAX = .79 CFS WITH 4"Ø PIPE

STORAGE PROVIDED: 231 CF
68 LF OF 18" PIPE = 120 CF
110 LF OF 12" PIPE = 86 CF
2 X 48" MANHOLES, 1' DEEP = 25 CF

POST-DEVELOPMENT - EAST BASIN

LOT SIZE: 0.63 ACRES
LENGTH OF TRAVEL: 83.3 LF
SLOPE: 4%

AREA TYPES:	AREA (ACRES)	C VALUE
PAVEMENT & ROOFS	0.63	0.9

C_p = RUNOFF COEFFICIENT ADJUSTMENT FACTOR = 1.25
COMPOSITE C = COMPOSITE RUNOFF COEFFICIENT = 0.9
 T_c = TIME TO CONCENTRATION (MIN): 0.43
 T_d = DURATION (MIN): 5.00
A = AREA OF LOT (ACRES): 0.63
 Q_{100} = FLOW RATE OF THE 100 YEAR STORM FOR TETON COUNTY
Q = FLOW RATE OF POST-DEVELOPMENT SITE CONDITIONS FOR 100 YEAR STORM
 Q_{PRE} = FLOW RATE OF PRE-DEVELOPMENT SITE CONDITIONS FOR 100 YEAR STORM
I = INTENSITY (INCHES/HOUR)
V = VOLUME (CUBIC FEET)

PER TOJ LDRs 100 YEAR STORM INTENSITY FOR 5 MINUTE STORM
I = INTENSITY (INCHES/HOUR) = 3.0

Q_{100} (CUBIC FEET/SECOND) = $C_p \times CIA = 2.11 \text{ CF/S}$

WHERE $T_d < T_c$, MAX Q = Q X (T_d/T_c)

WHERE $T_d > T_c$, MAX Q = Q

Q_{PRE} (CUBIC FEET/SECOND) = 1.92 CFS

WHERE MAX Q < Q_{PRE} , V = 0

WHERE MAX Q > Q_{PRE} , V = (MAX Q - Q_{PRE}) X ($T_d - (Q_{PRE}/Q) \times T_c$) X 60(SEC/MIN)

T_d (DURATION, MINS)	I (INTENSITY, INCHES/HOUR)	Q (FLOW RATE, POST DEV., CFS)	MAX Q (CFS)	V (VOLUME, CF)
5.00	3.00	2.11	2.11	53.10
10.00	2.33	1.64	1.64	0.00
15.00	1.90	1.34	1.34	0.00
20.00	1.65	1.16	1.16	0.00

REQUIRED STORAGE: 53.1 CF

Q_{design} MAX = 2.11 CFS WITH 12"Ø PIPE

STORAGE PROVIDED: 0 CF

POST-DEVELOPMENT - SITE TOTAL DISCHARGE

WEST BASIN Q_{pre} - Q_{design} MAX = 0.28 CFS
EAST BASIN Q_{pre} - Q_{design} MAX = -0.19 CFS
NET SITE DISCHARGE Q_{pre} - Q_{post} = -0.09 CFS

SITE TOTAL STORAGE

WEST BASIN $V_{req'd}$ - V_{design} = 182.5 CF
EAST BASIN $V_{req'd}$ - V_{design} = -53.1 CF
NET SITE STORAGE PROVIDED = 129.5 CF

WEST LOT STORM WATER SAND/OIL INTERCEPTOR SIZING

A	.37 AC
T_c	.51 MIN
T_d	5.00 MIN
I*	1.80 IN/HR
MAX QIN	0.75 CFS

EAST LOT STORM WATER SAND/OIL INTERCEPTOR SIZING

A**	0.49 AC
T_c	0.53 MIN
T_d	5.00 MIN
I*	1.80 IN/HR
MAX QIN	0.99 CFS

*INTENSITIES USED FOR SAND/OIL INTERCEPTOR FROM 10 YEAR STORM IN LDRs

**EAST LOT AREA VARIES FROM STORM WATER CALCULATIONS BECAUSE ONLY ASPHALT AREA IS TREATED. ROOF DRAINAGE CONNECTS DIRECTLY TO STORAGE AND TRANSMISSION BELOW GRADE AND DOES NOT REQUIRE TREATMENT.

NOTE:

WEST CONNECTION TO EXISTING TOWN OF JACKSON STORM DRAIN SHOWN ON PLANS REQUIRES THE RELOCATION OF DRY UTILITIES. IF THIS CONNECTION LOCATION IS COST-PROHIBITIVE, CONTACT THE ENGINEER TO DISCUSS THE REALIGNMENT OF THE PROPOSED STORM SEWER AND EXISTING WATER LINE.

SEPTIC INVERT CALCS:

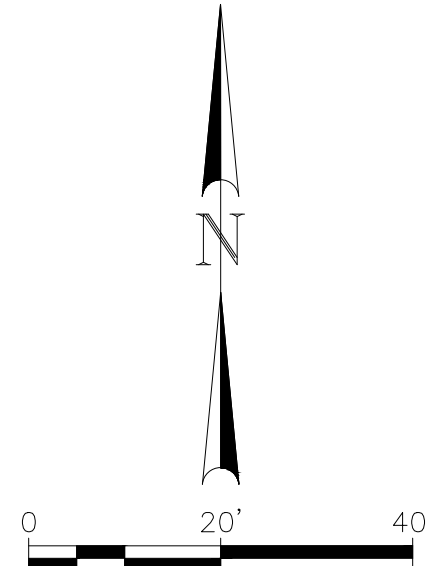
PARKS & REC PROJECT SURVEY BY NELSON ENGINEERING
SNOW KING AVE SEWER REPLACEMENT PROJECT DESIGN BY RENDEZVOUS ENGINEERING

CONTROL POINT 1 - EXISTING SEWER MANHOLE RIM ELEVATION
PARKS & REC SURVEY: ELEV = 6208.66'
SEWER REPLACEMENT PROJECT SURVEY: ELEV = 6204.49'
 Δ = 4.17'

CONTROL POINT 2 - EXISTING SEWER MANHOLE RIM ELEVATION
PARKS & REC SURVEY: ELEV = 6210.26'
SEWER REPLACEMENT PROJECT SURVEY: ELEV = 6206.1'
 Δ = 4.16'

AVERAGE Δ = 4.165'

WING 1 SEWER SERVICE
SEWER REPLACEMENT PROJECT SEWER MAIN DESIGN INPUT:
12" SEWER MAIN INVERT ELEV. = 6199.98
PROPOSED 6" SEWER SERVICE INVERT @ MAIN = 6195.98+3" = 6196.23'
11 LF SEWER SERVICE FROM MAIN TO CLEANOUT @ 2% = 0.22'
6196.23' + 0.22' = 6196.45'
SEWER REPLACEMENT PROJECT CONVERTED TO PARKS & REC:
6196.45'+4.165' = 6200.615'



ARCHITECT

DUBBE MOULDER
ARCHITECTS

JACKSON
160 Alpine Lane, rtr 2A
PO BOX 9227
Jackson, WY 83002
PHONE (307) 733-9551

DRUGGS
37 North First East
PO BOX 169
Driggs, ID 83422
PHONE (208) 354-0151

SURVEYOR

Nelson Engineering & Land Surveyors
PO Box 1599 | 430 Cache
Jackson, Wyoming 83001
PHONE: (307) 733-2087

CIVIL ENGINEER

Y2 Consultants
PO Box 2870 | 180 S.Willow St.
Jackson, Wyoming 83001
PHONE: (307) 733-2999

STRUCTURAL ENGINEER

G&S Structural Engineers
505 Lindsey Boulevard
Idaho Falls, Idaho 83402
PHONE: (208) 523-6918

MECHANICAL ENGINEER

CN Engineers
PO Box 4195 | 410 Cache Street
Jackson, Wyoming 83001
PHONE: (307) 733-8765

ELECTRICAL ENGINEER

Bradley Engineering
PO Box 2556 | 382 Walnut Street
Idaho Falls, Idaho 83403
PHONE: (208) 523-2862

CONTRACTOR

Record Steel and Construction Inc, DBA RSCI
333 W. Rossi Street, Suite 200
Boise, Idaho 83706
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OWNER

Teton County / Jackson Parks & Rec. Dept.
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PHONE: (307) 733-3932

CLIENT

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TETON COUNTY
PARKS & RECREATION
MAINTENANCE &
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400 WEST SNOW KING AVENUE
JACKSON, WYOMING

Set Title:

PERMIT ADDENDUM 02

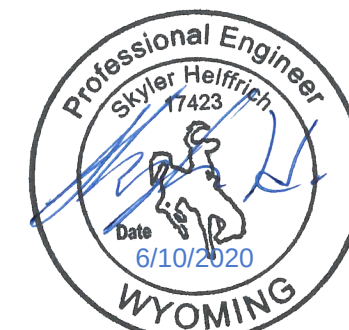
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BID SET	MARCH 7, 2018
PERMIT SET	APRIL 13, 2018
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Drawing Title

UTILITIES



Drawn By:

SH

Plot Date:

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Scale:

Project Number:

16-003-06

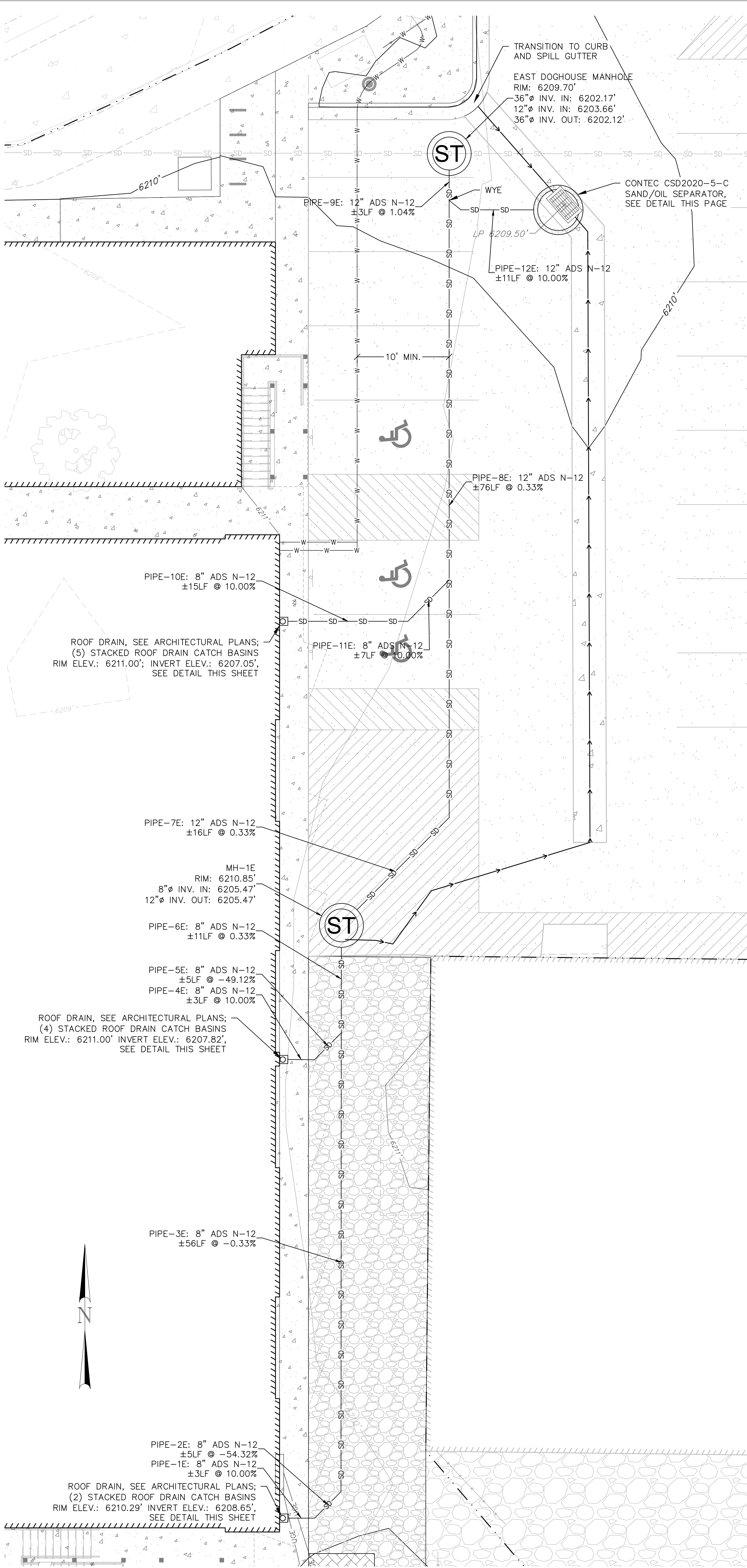
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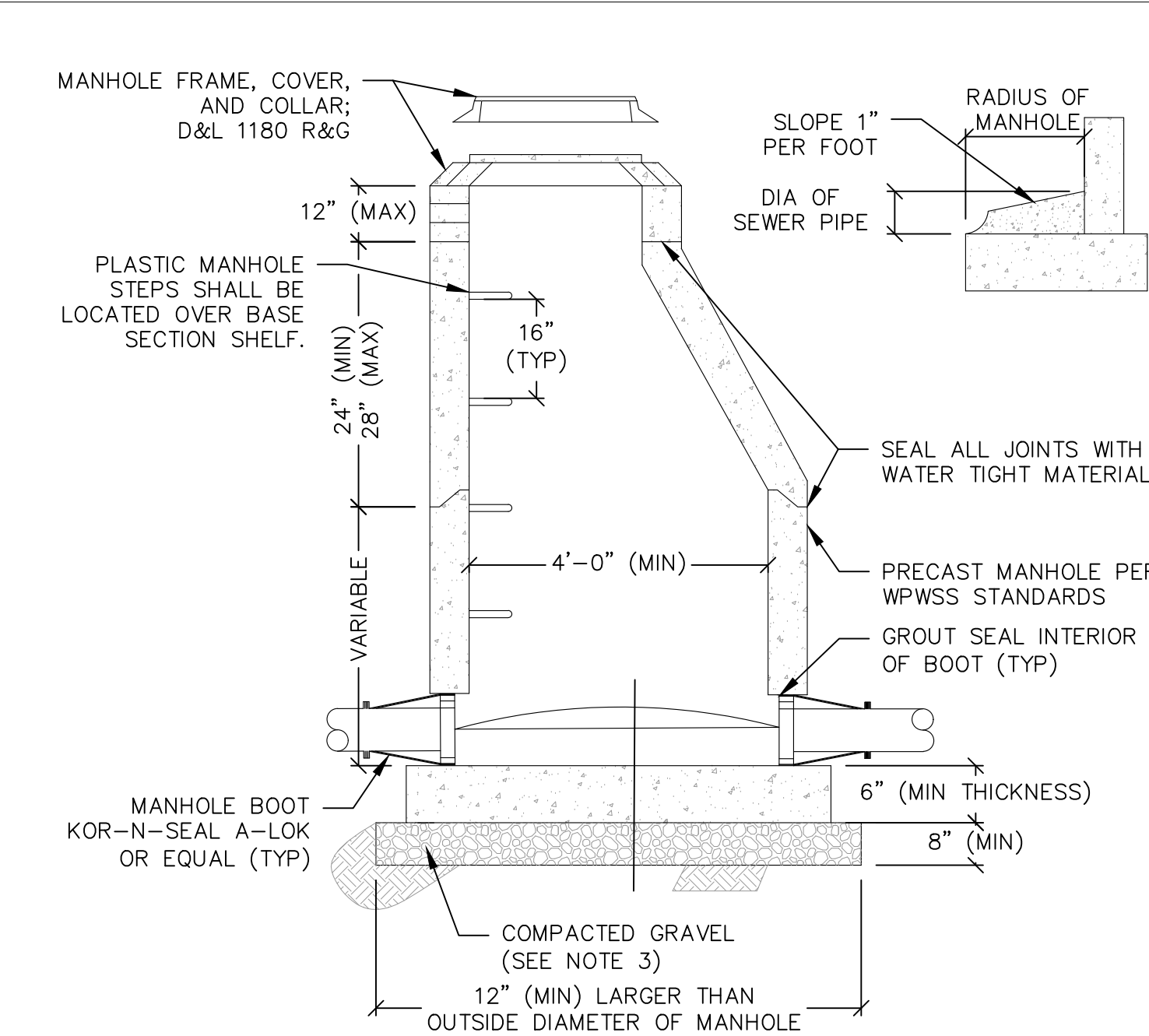
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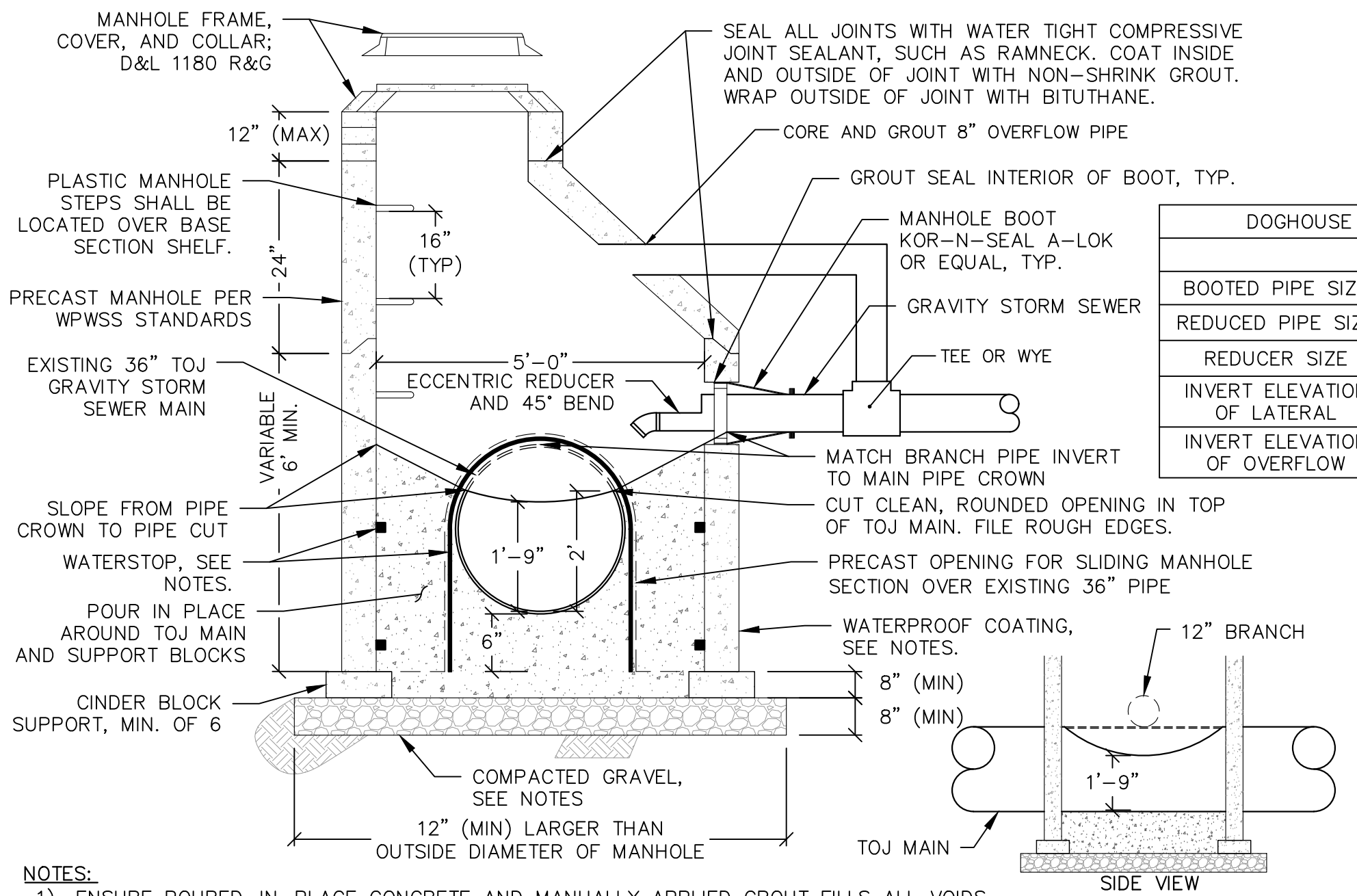


**EAST LOT STORM WATER
MANAGEMENT PLAN VIEW**
(NOT TO SCALE)



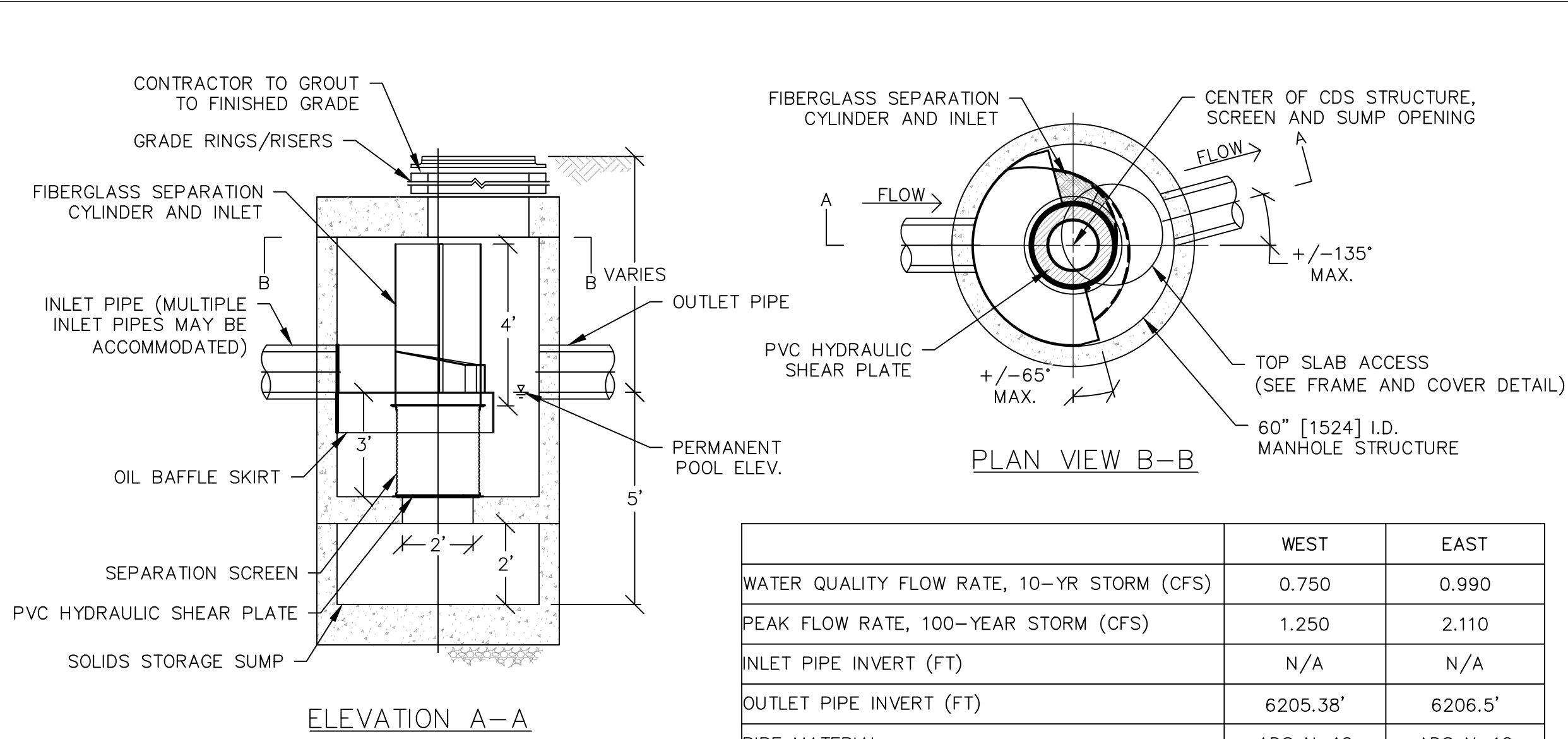
- NOTES:**
- 1) DROP ACROSS INVERT SHALL BE GREATER THAN OR EQUAL TO SLOPE OF ADJACENT SEWER PIPE.
 - 2) BASE SHALL BE REINFORCED WHEN THE DISTANCE FROM INVERT TO TOP OF COVER EXCEEDS 15'. REINFORCEMENT TO BE APPROVED BY ENGINEER.
 - 3) GRAVEL SHALL BE EIGHT INCH MINIMUM THICKNESS, CONFORM TO WPSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPSS SECTION 02231, PART 3.03.
 - 4) ALL PIPES GOING INTO MANHOLE SHALL BE INSTALLED TO MATCH TOP OF PIPE CROWNS.
 - 5) TROUGH DEPTH AT CENTER TO BE HALF THE DIAMETER OF THE PIPE.

STANDARD STORM SEWER MANHOLE
(NOT TO SCALE)



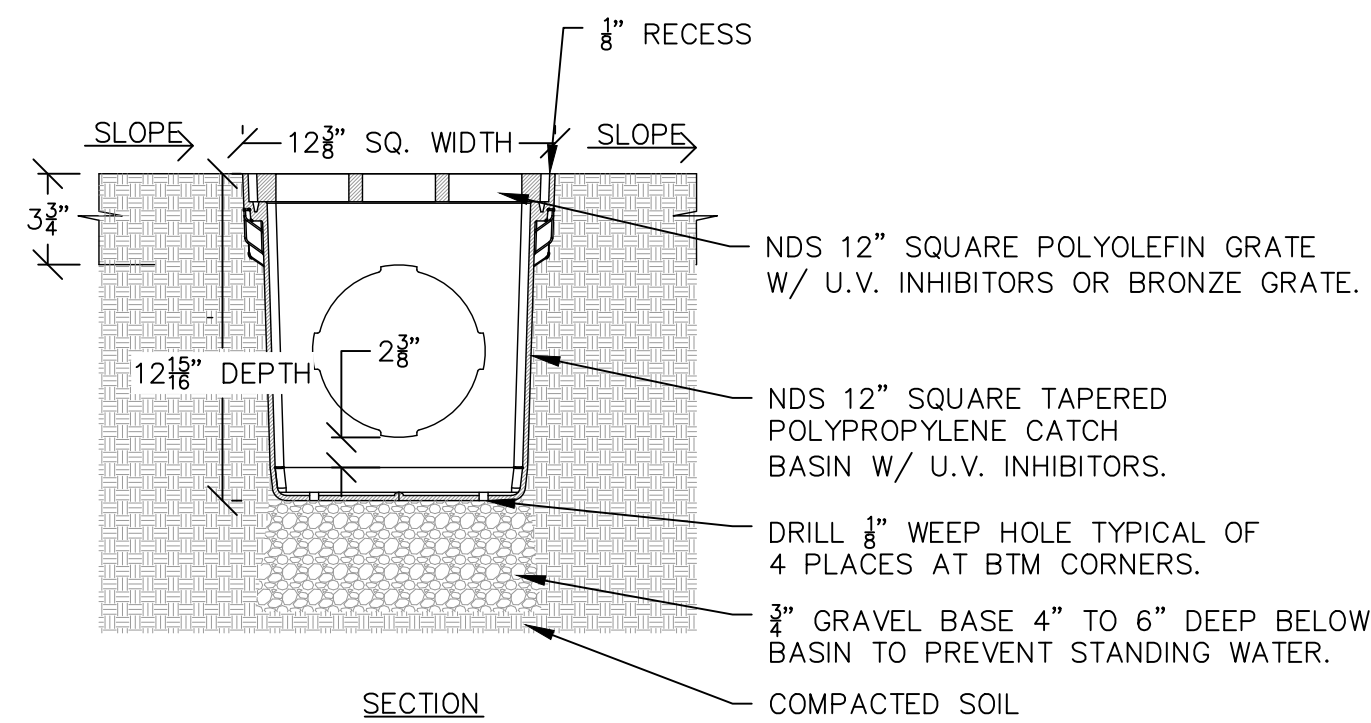
- NOTES:**
- 1) ENSURE POURED-IN-PLACE CONCRETE AND MANUALLY APPLIED GROUT FILLS ALL VOIDS.
 - 2) APPLY 2 LAYERS OF CEMENT-BASED WATERPROOF COATING (THOROSEAL OR APPROVED EQUAL) TO EXTERIOR OF MANHOLE.
 - 3) SLIDE PRECAST MANHOLE SECTION OVER EXISTING TOJ MAIN PIPE.
 - 4) CUT CLEAN, ROUNDED OPENING IN TOP OF TOJ MAIN PER DIMENSIONS SHOWN. FILE DOWN ROUGH EDGES.
 - 5) POUR-IN-PLACE CONCRETE SHALL BE FIBERMESH-REINFORCED CLASS 4000 CONCRETE CONFORMING WITH WPSS SECTION 03304, PART 2.07.
 - 6) POUR CONCRETE IN PLACE UP TO TOJ MAIN CUT LINE. USING HAND TOOLS GROUT SLOPED TROUGH FROM CUT LINE TO MANHOLE WALLS.
 - 7) WHERE WET CONDITIONS EXIST, GRAVEL SHALL BE FREE-DRAINING, NON-PLASTIC MATERIAL, SUCH AS TYPE 2 PIPE BEDDING PER WPSS SECTION 02225, PART 2.01.
 - 8) WATERSTOP SHALL BE STRIP-APPLIED, MOISTURE-ACTIVATED, COMPRESSION SEALING FOR NON-MOVING CONCRETE JOINTS. USE SWELLSTOP, BY SIKA, OR APPROVED EQUAL.

TOJ STORM SEWER MAIN CONNECTION MANHOLE
(NOT TO SCALE)



- NOTES:**
1. STANDARD CONFIGURATION IS SHOWN IN DETAIL. ALTERNATIVE CONFIGURATION MAY BE USED IN THIS DESIGN.
 2. CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE.
 3. FOR SITE SPECIFIC DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHT, CONTACT YOUR CONTECH ENGINEERED SOLUTIONS LLC REPRESENTATIVE. www.ContechES.com
 4. CDS WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING. CONTRACTOR TO CONFIRM STRUCTURE MEETS REQUIREMENTS OF PROJECT.
 5. STRUCTURE SHALL MEET AASHTO HS20 LOAD RATING, ASSUMING EARTH COVER OF 0' - 2', AND GROUNDWATER ELEVATION AT, OR BELOW, THE OUTLET PIPE INVERT ELEVATION.
 6. CDS STRUCTURE SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C-478 AND AASHTO LOAD FACTOR DESIGN METHOD.
 7. CONTRACTOR TO INSTALL JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS AND ASSEMBLE STRUCTURE.
 8. CONTRACTOR TO PROVIDE, INSTALL, AND GROUT INLET AND OUTLET PIPE(S). MATCH PIPE INVERTS WITH ELEVATIONS SHOWN. ALL PIPE CENTERLINES TO MATCH PIPE OPENING CENTERLINES.
 9. CONTRACTOR TO TAKE APPROPRIATE MEASURES TO ASSURE UNIT IS WATER TIGHT, HOLDING WATER TO FLOWLINE INVERT MINIMUM. IT IS SUGGESTED THAT ALL JOINTS BELOW PIPE INVERTS TO BE GROUTED.
 10. USE AN I-3386 INLET. CONTACT CONTECH TO COORDINATE CONFIGURATION AND INSTALLATION.

CSD2020-5-C SAND/OIL SEPARATOR
(NOT TO SCALE)



- NOTES:**
1. GRATE TO BE ATTACHED TO CATCH BASIN WITH SCREW PROVIDED AT TIME OF INSTALLATION.
 2. BRONZE GRATE TO BE USED IN PEDESTRIAN TRAFFIC APPLICATION ONLY.
 3. CATCH BASIN TO BE INSTALLED WITH NDS FILTER.
 4. DO NOT USE OVER 5 RISERS WITH CATCH BASIN.
 5. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

ROOF DRAIN NDS 12\"/>

ARCHITECT
DUBBE MOULDER ARCHITECTS
JACKSON
160 Alpine Lane, Suite 2A
PO Box 9227
Jackson, WY 83002
PHONE (307) 733-9551
DRUGGS
37 North First East
PO Box 169
Driggs, ID 83422
PHONE (208) 354-0151

SURVEYOR
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Jackson, Wyoming 83001
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Idaho Falls, Idaho 83402
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ELECTRICAL ENGINEER
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Idaho Falls, Idaho 83403
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Boise, Idaho 83706
PHONE (208) 887-1401

OWNER
Teton County / Jackson Parks & Rec. Dept.
PO Box 811 | Jackson Wyoming
Jackson, Wyoming 83001
PHONE (307) 733-3932

CLIENT
Steve Ashworth, Director
Teton County/ Jackson Parks & Rec. Dept.
PO Box 811 | Jackson, Wyoming
PHONE (307) 732-5752

TETON COUNTY PARKS & RECREATION MAINTENANCE & HOUSING FACILITY

400 WEST SNOW KING AVENUE
JACKSON, WYOMING

Set Title:	
PERMIT ADDENDUM 02	
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Drawing Title

**EAST STM SYSTEM
CLOSE-UP AND DETAILS**



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Plot Date: 6/10/2020 1:49 PM	Sheet Number:
Scale:	C1.5
Project Number: 16-003-06	

ARCHITECT



JACKSON
160 Alpine Lane, rtr 2a
PO BOX 9227
Jackson, WY 83002
PHONE (307) 733-9551

DRIGGS
37 North First East
PO BOX 169
Driggs, ID 83422
PHONE (208) 354-0151

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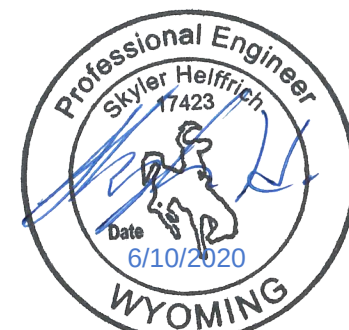
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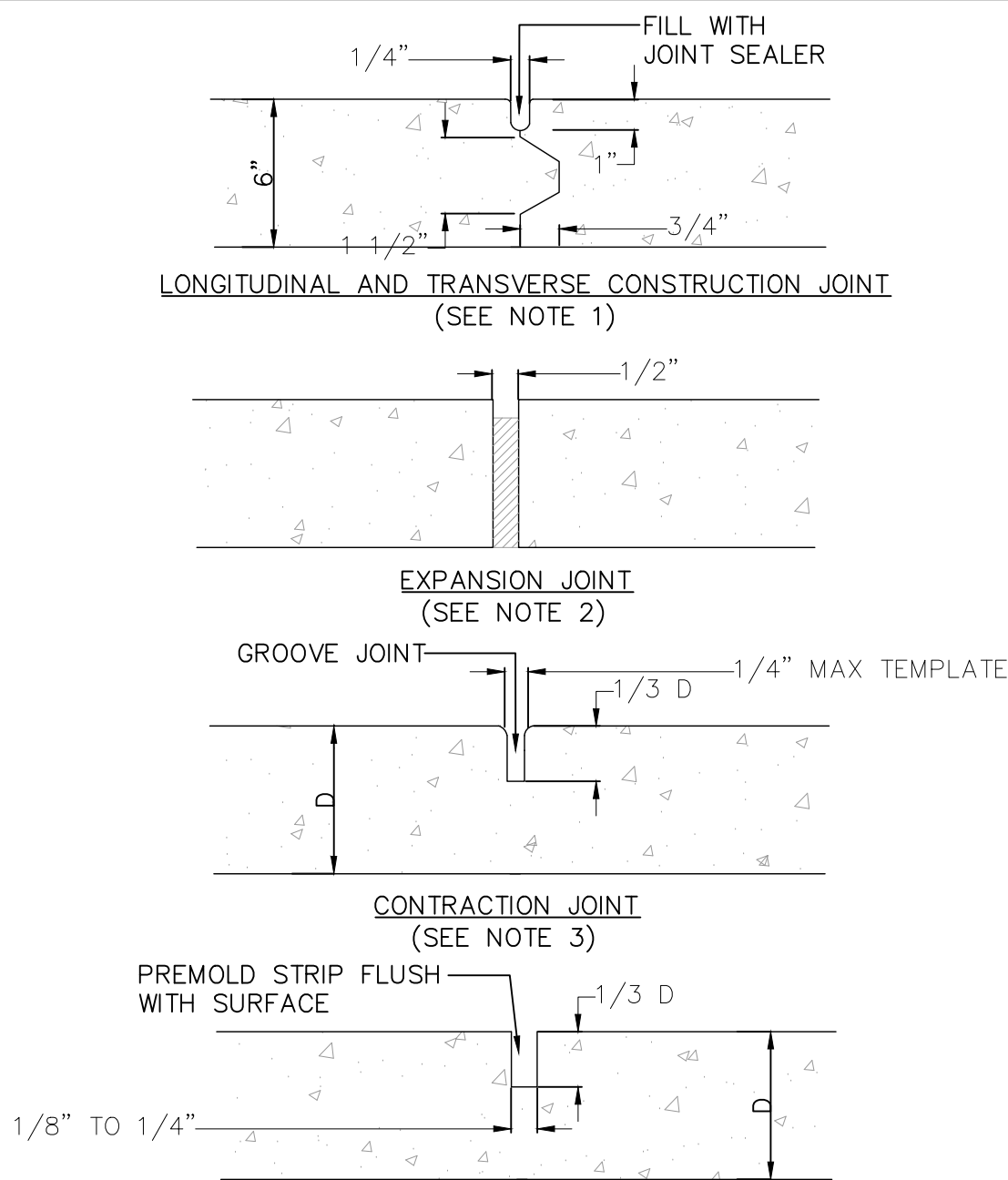
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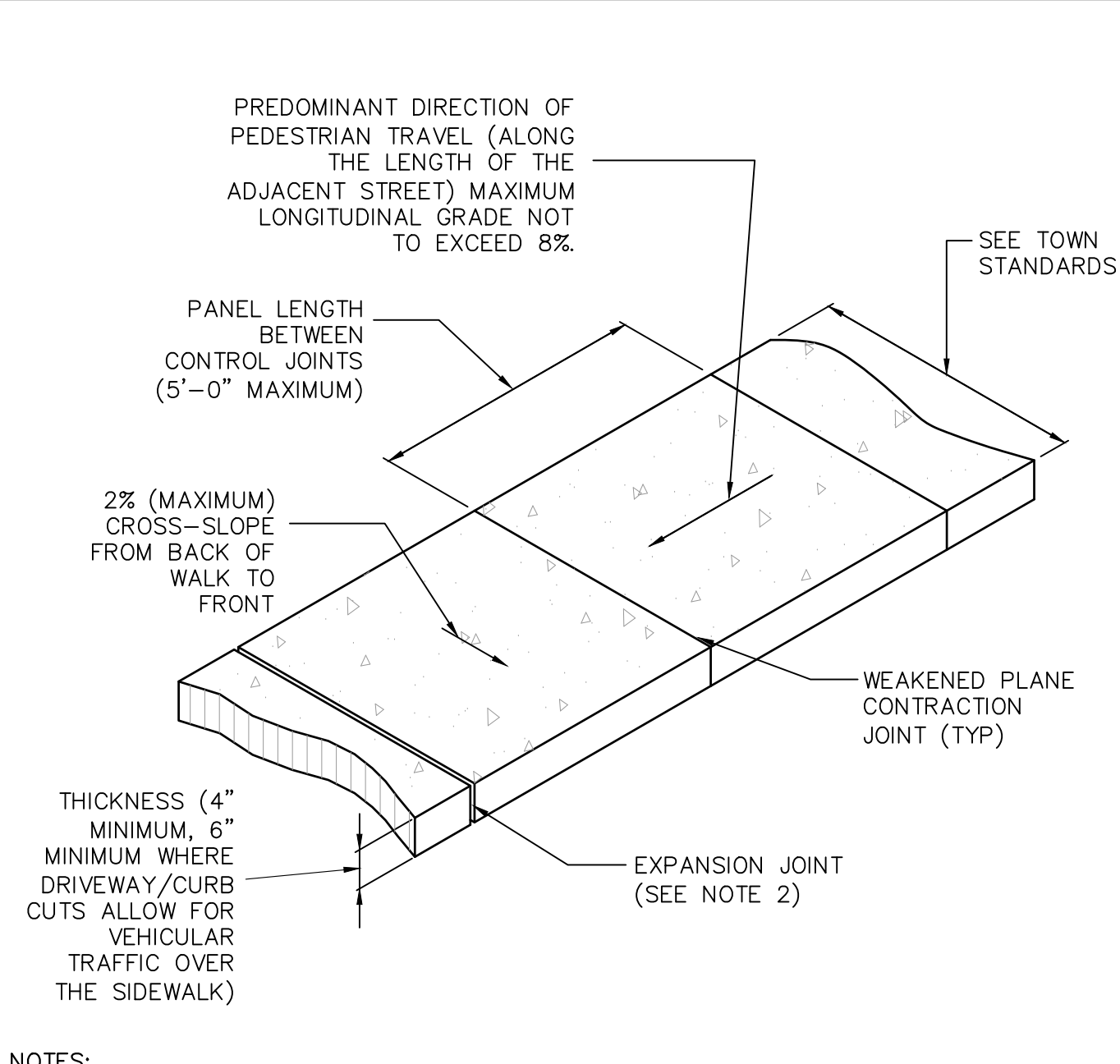
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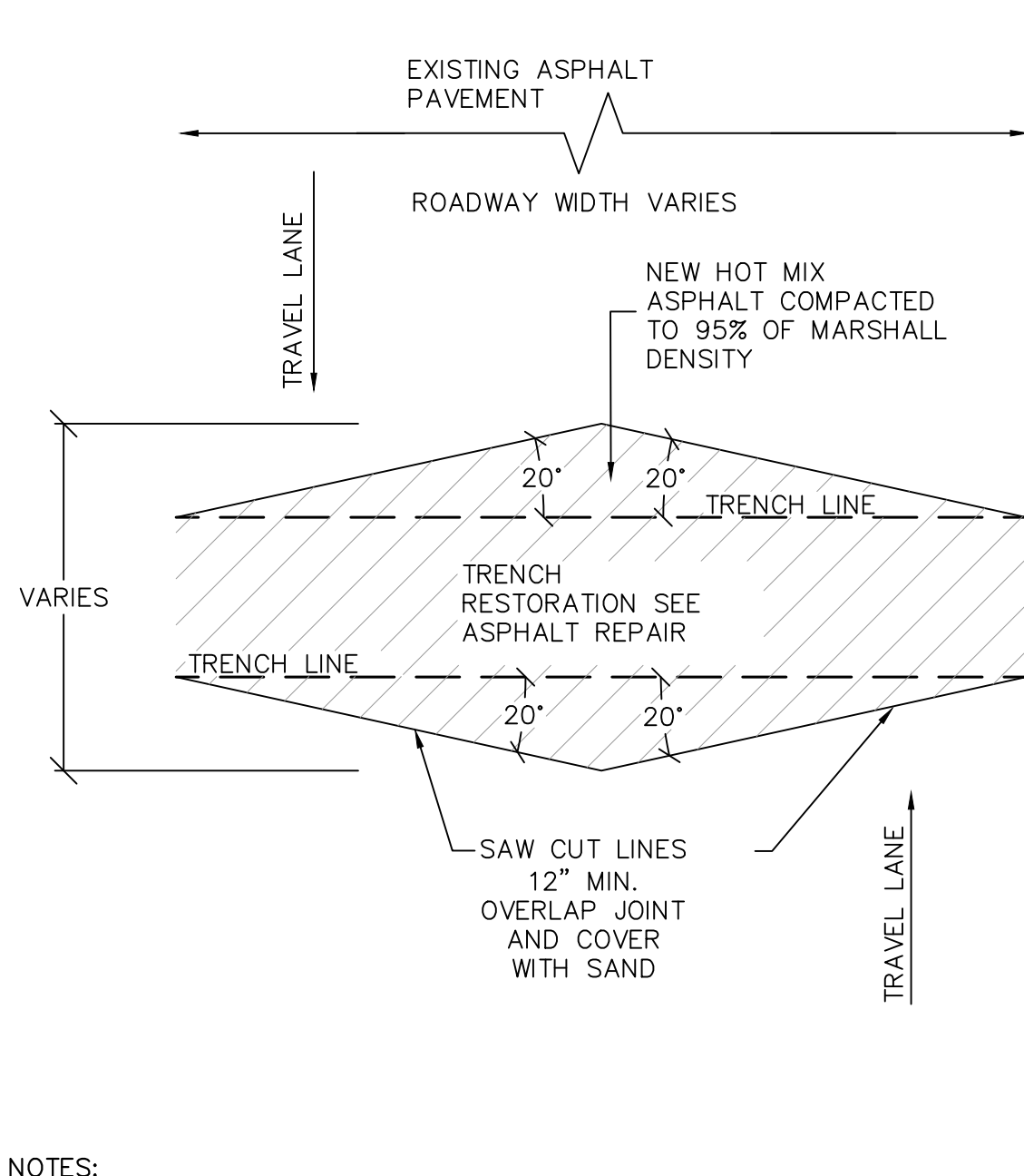
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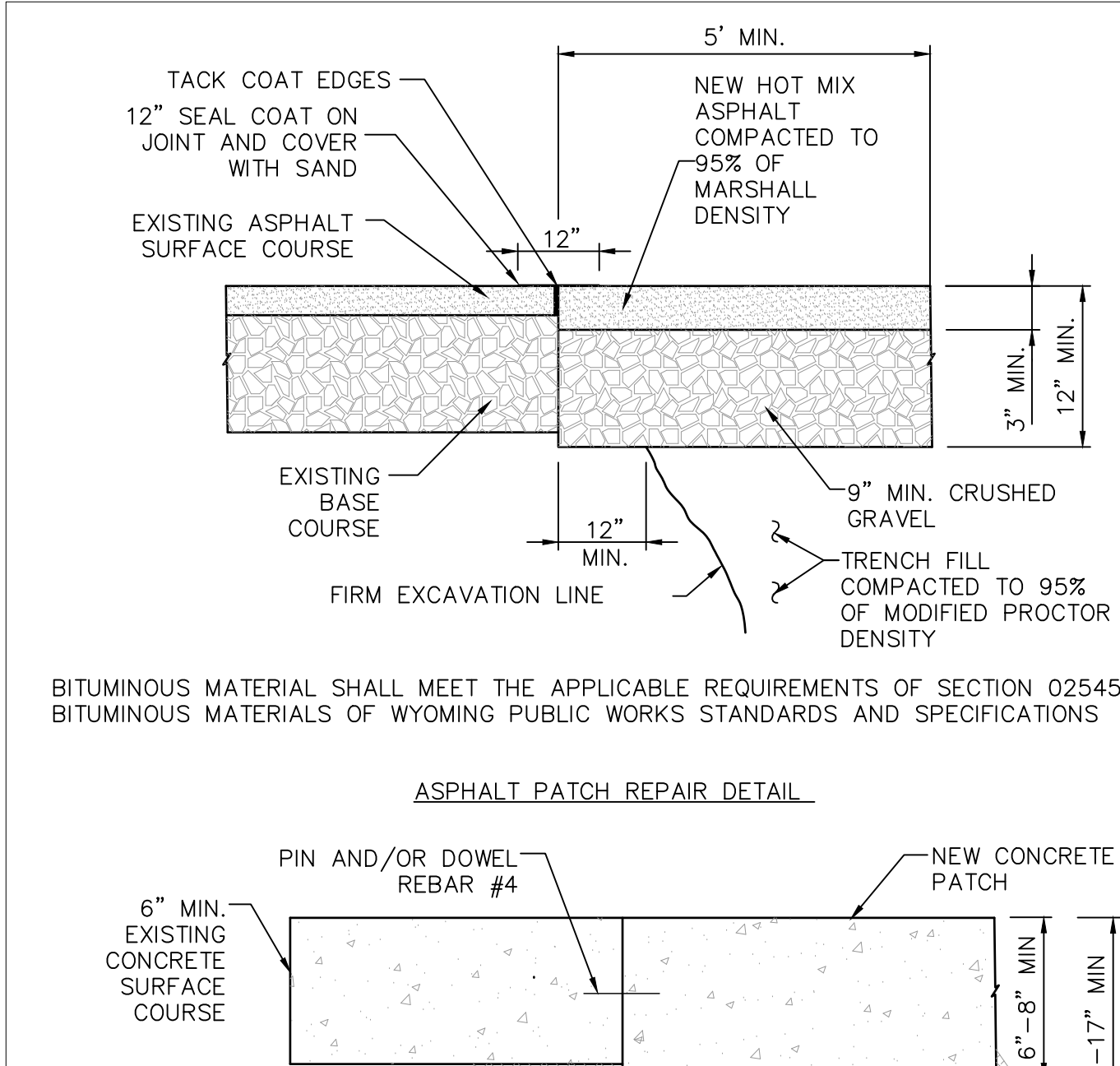
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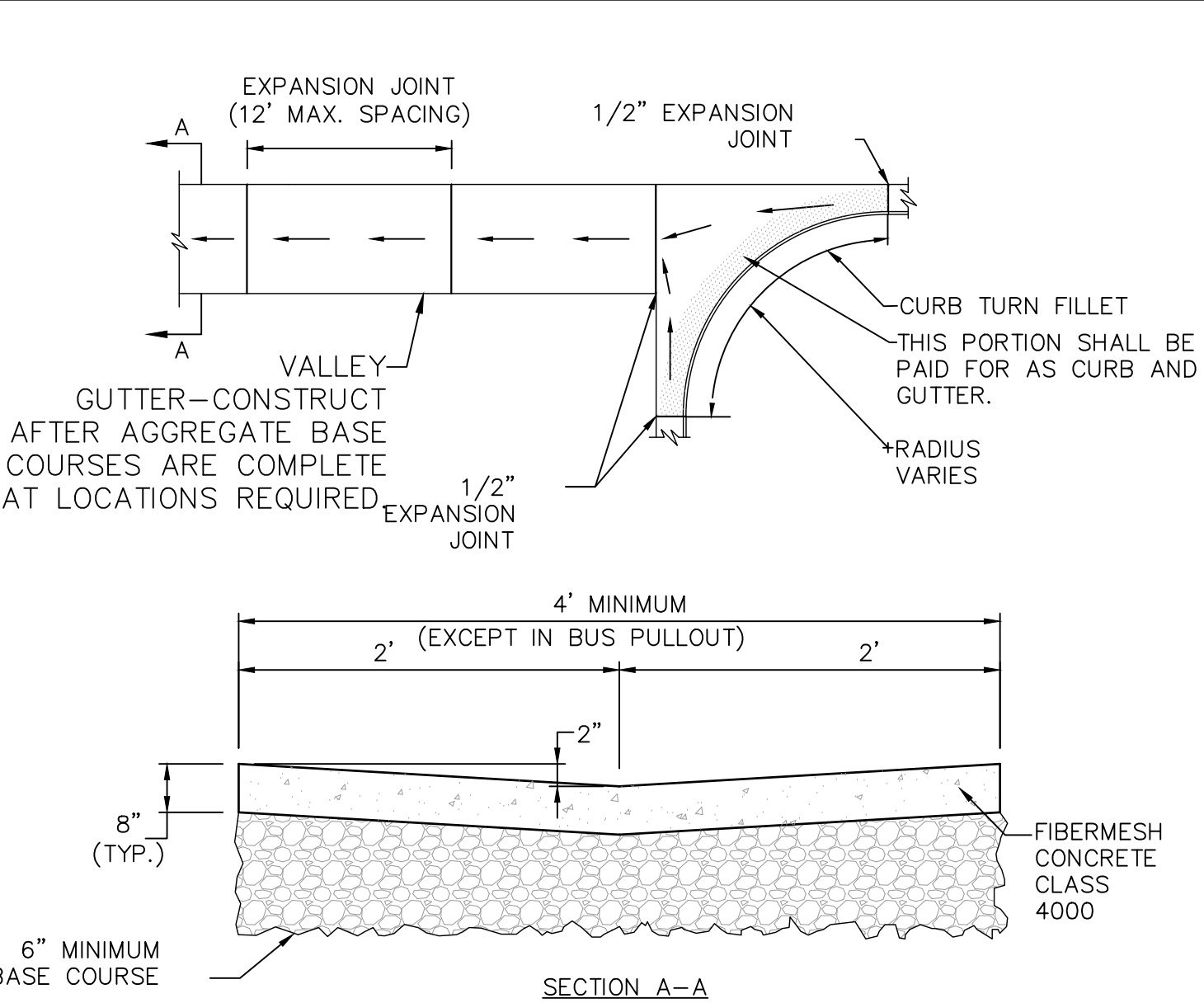
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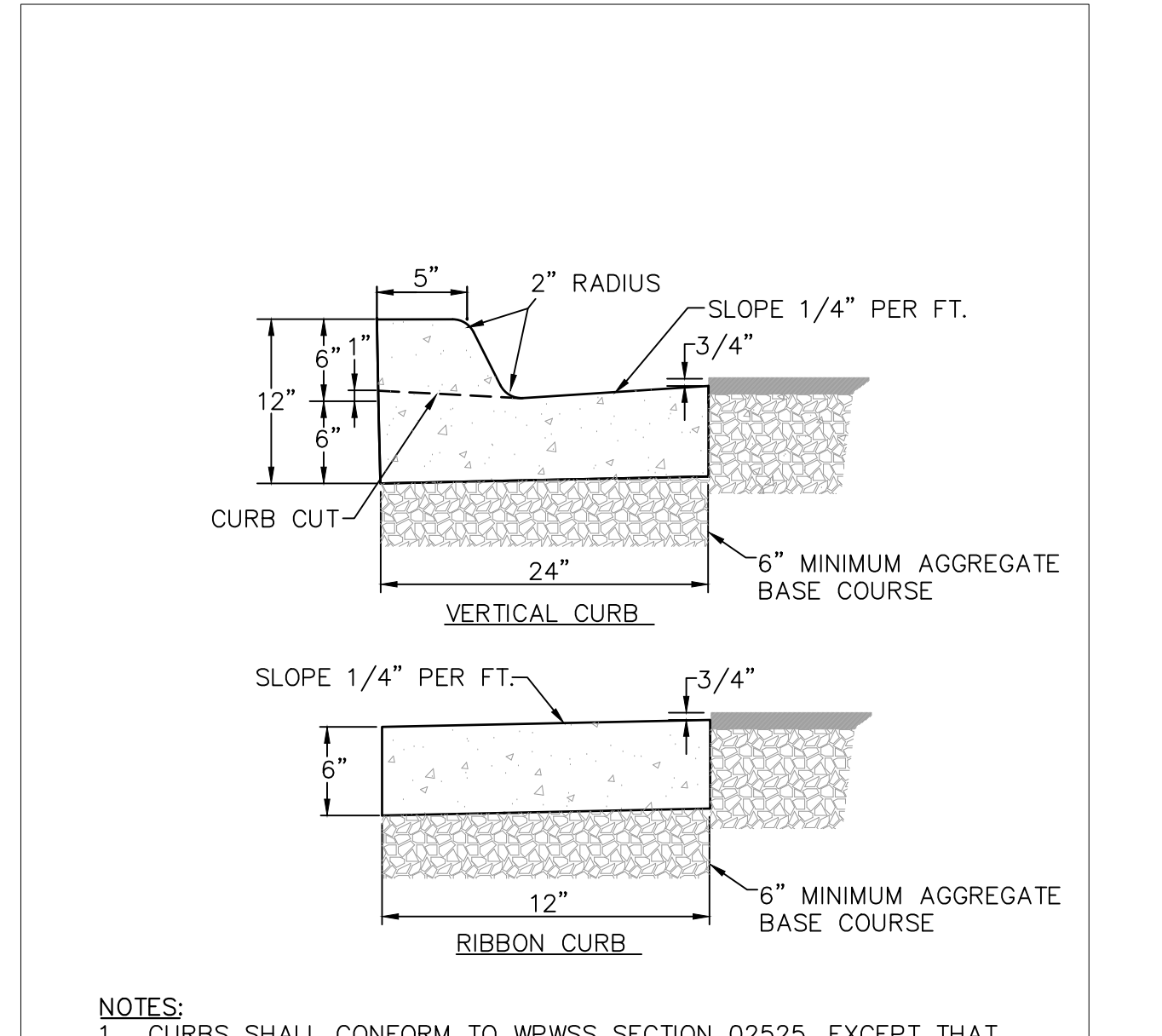
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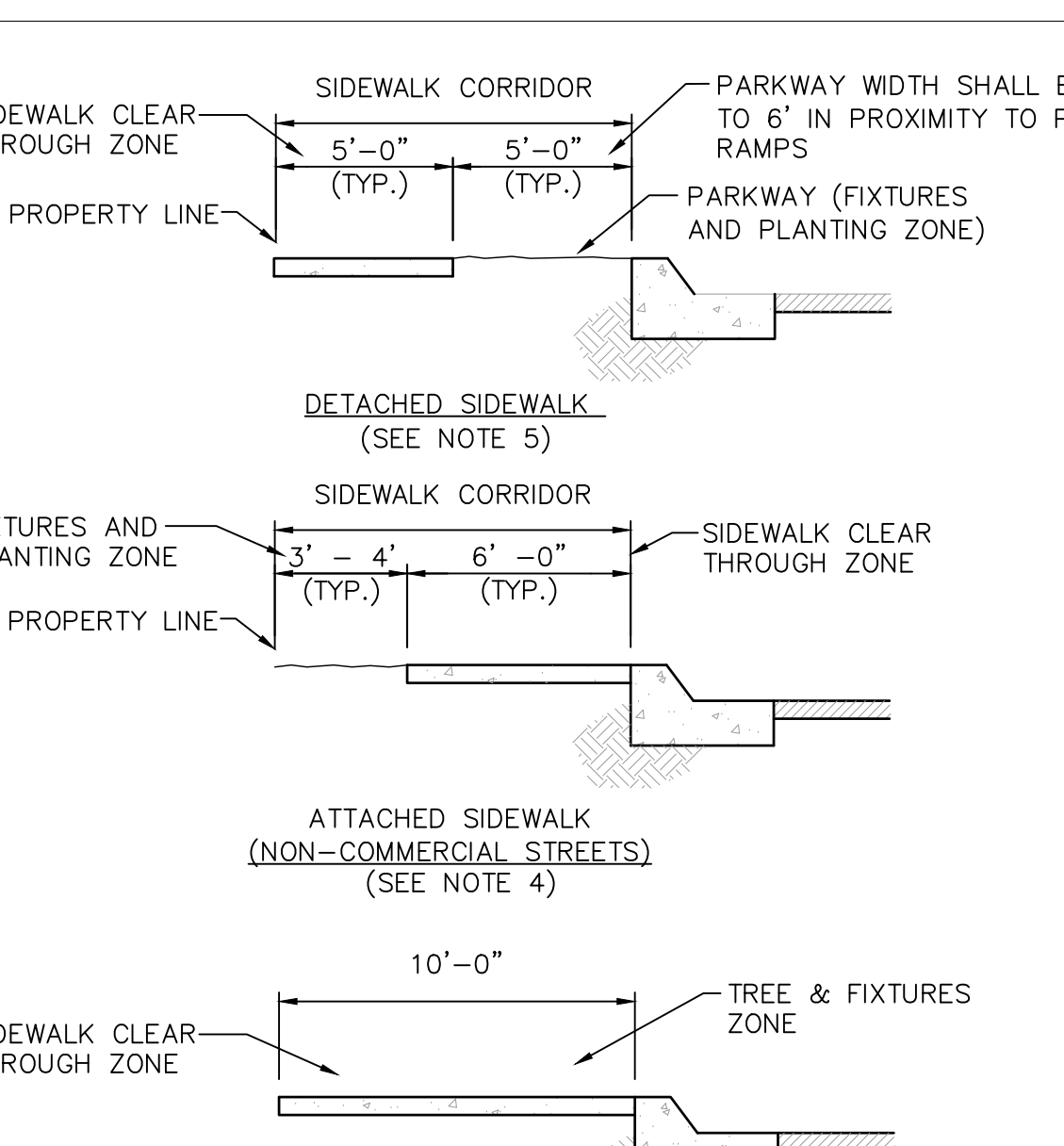
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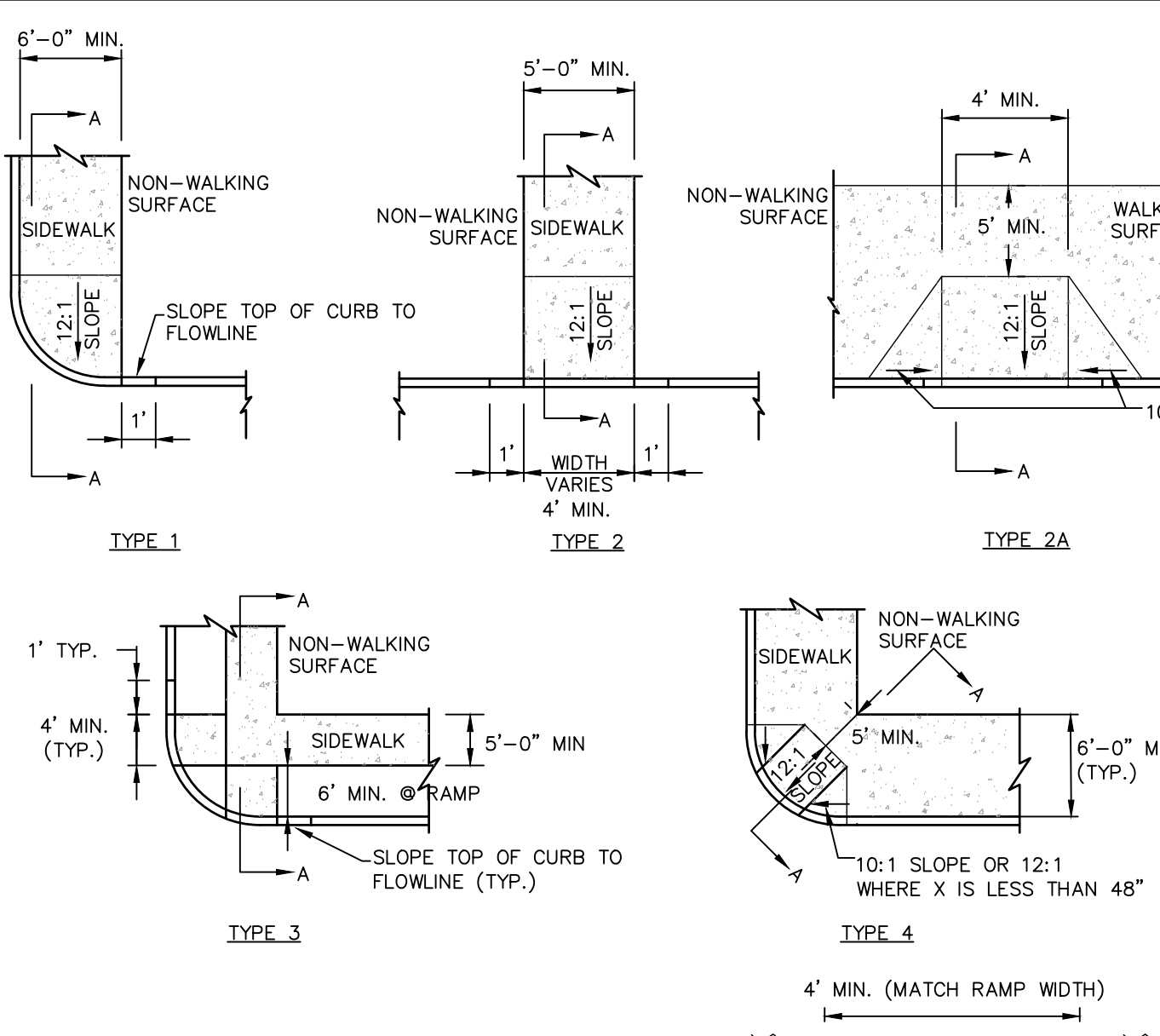
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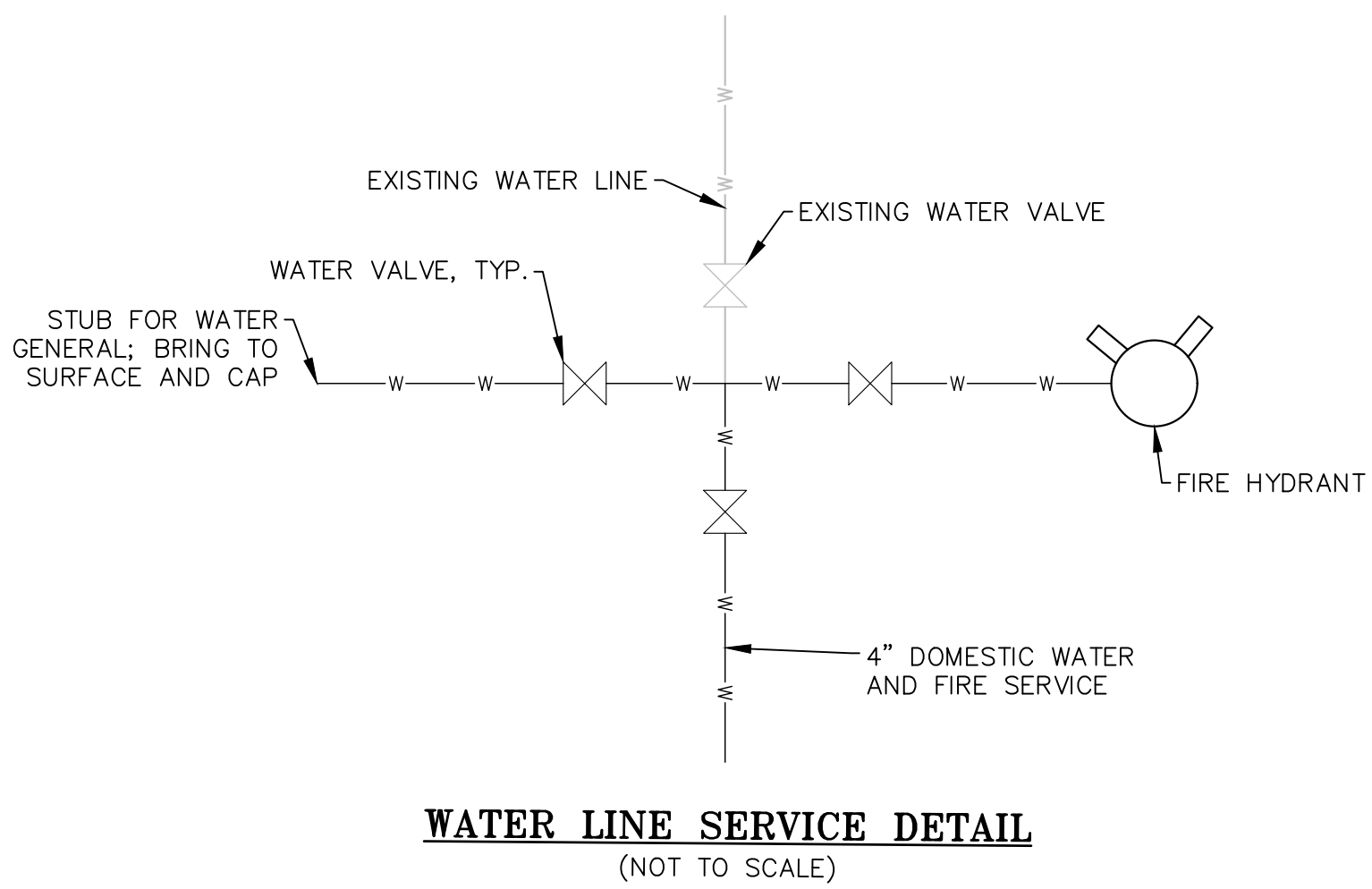
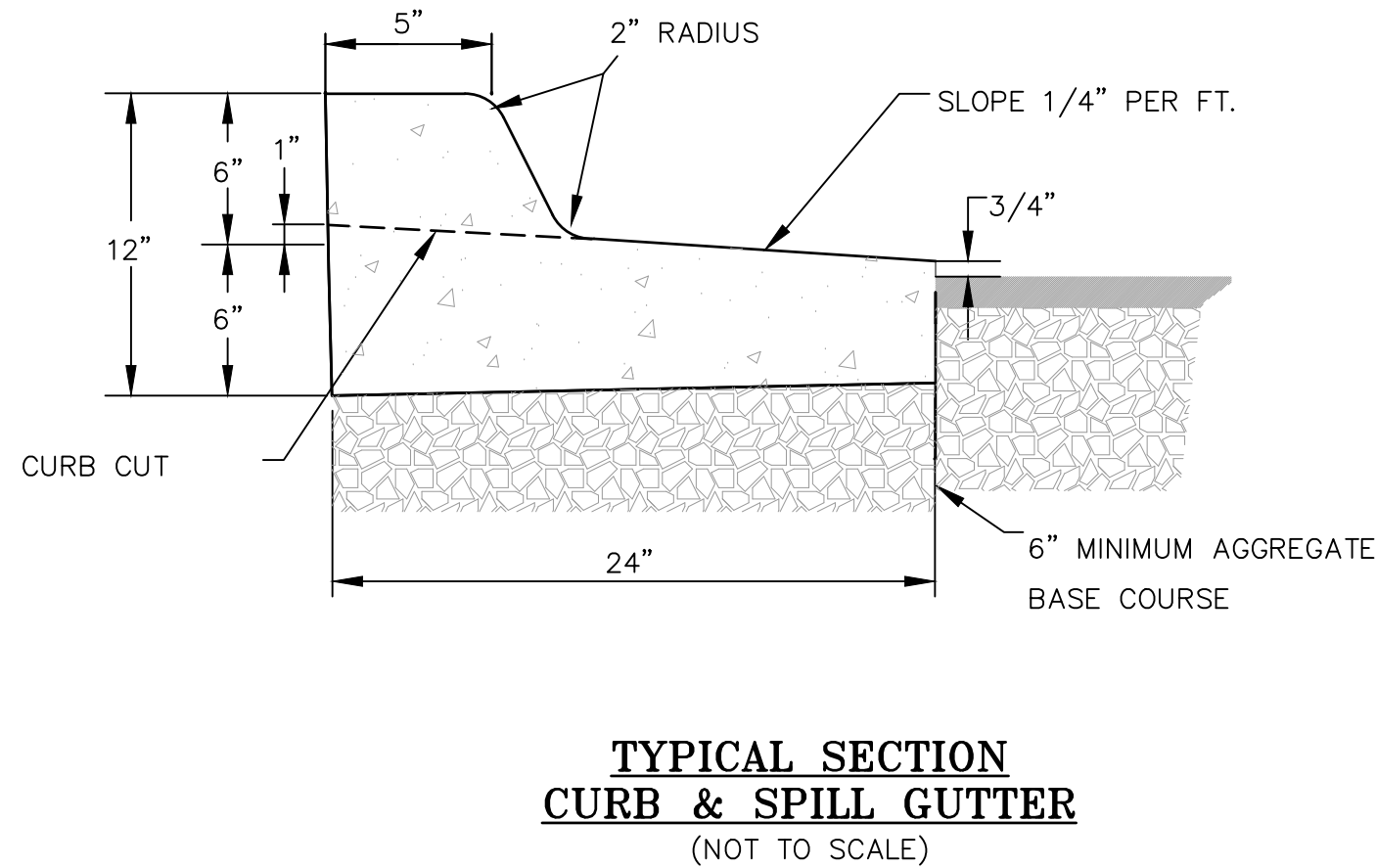
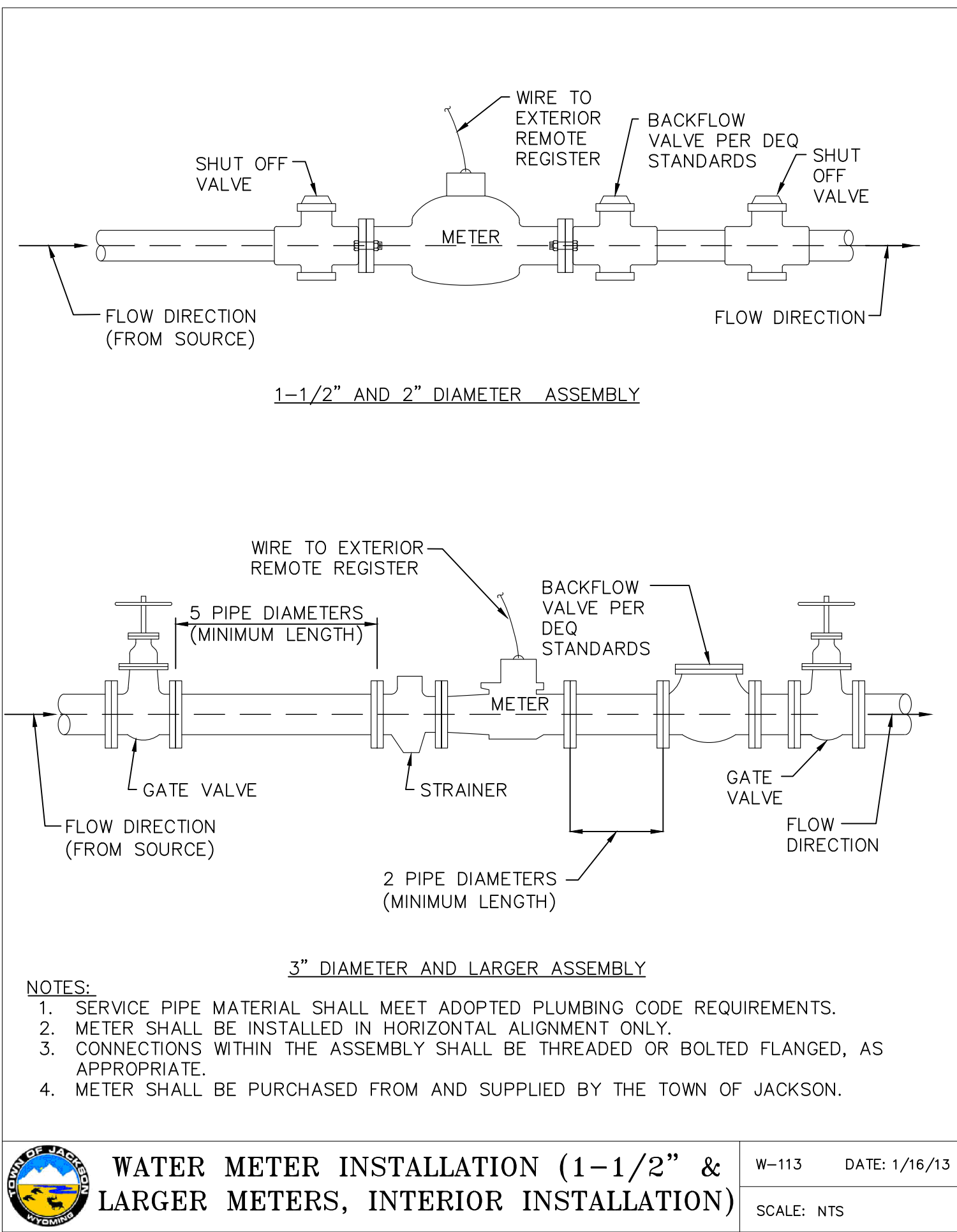
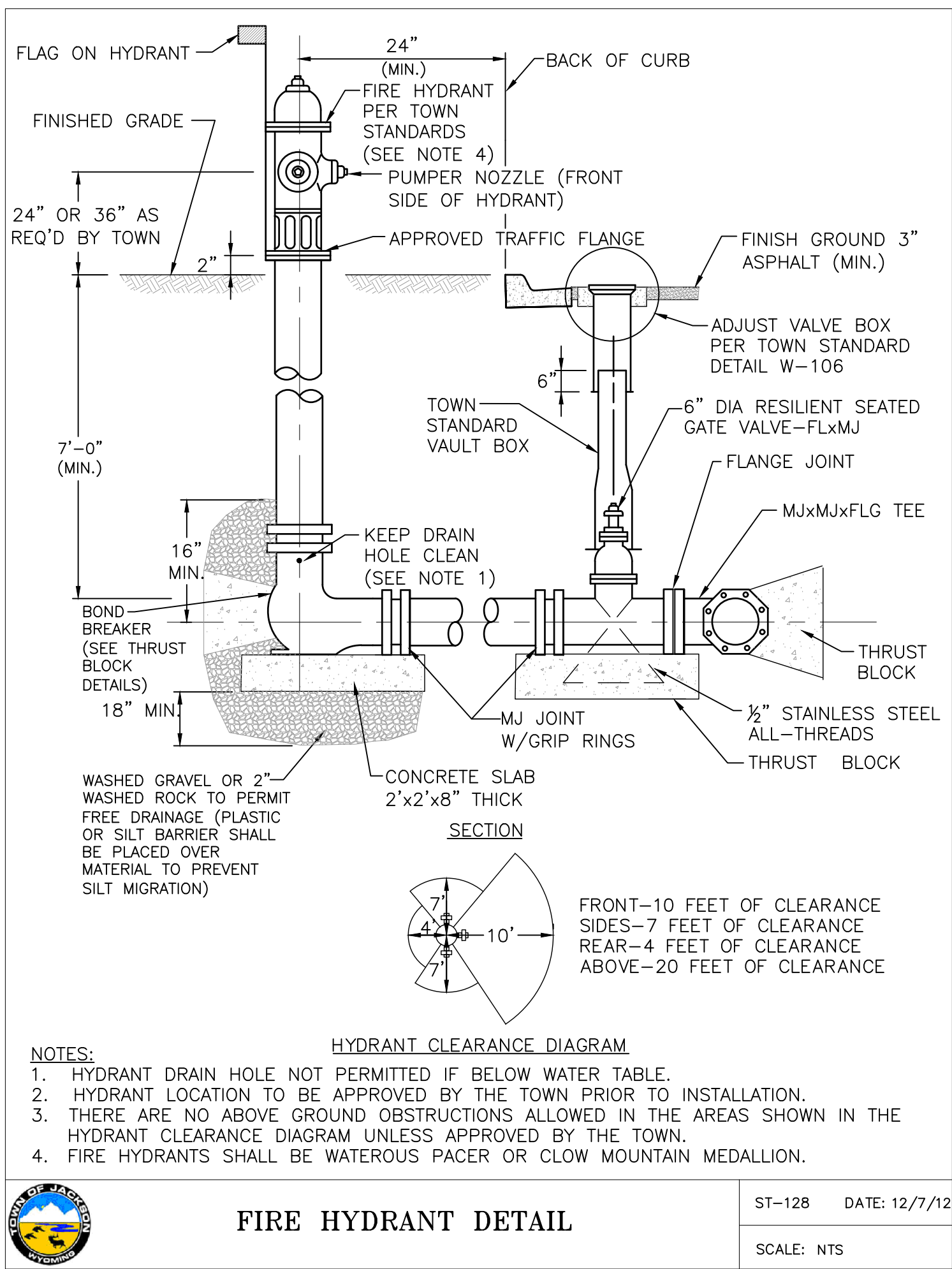
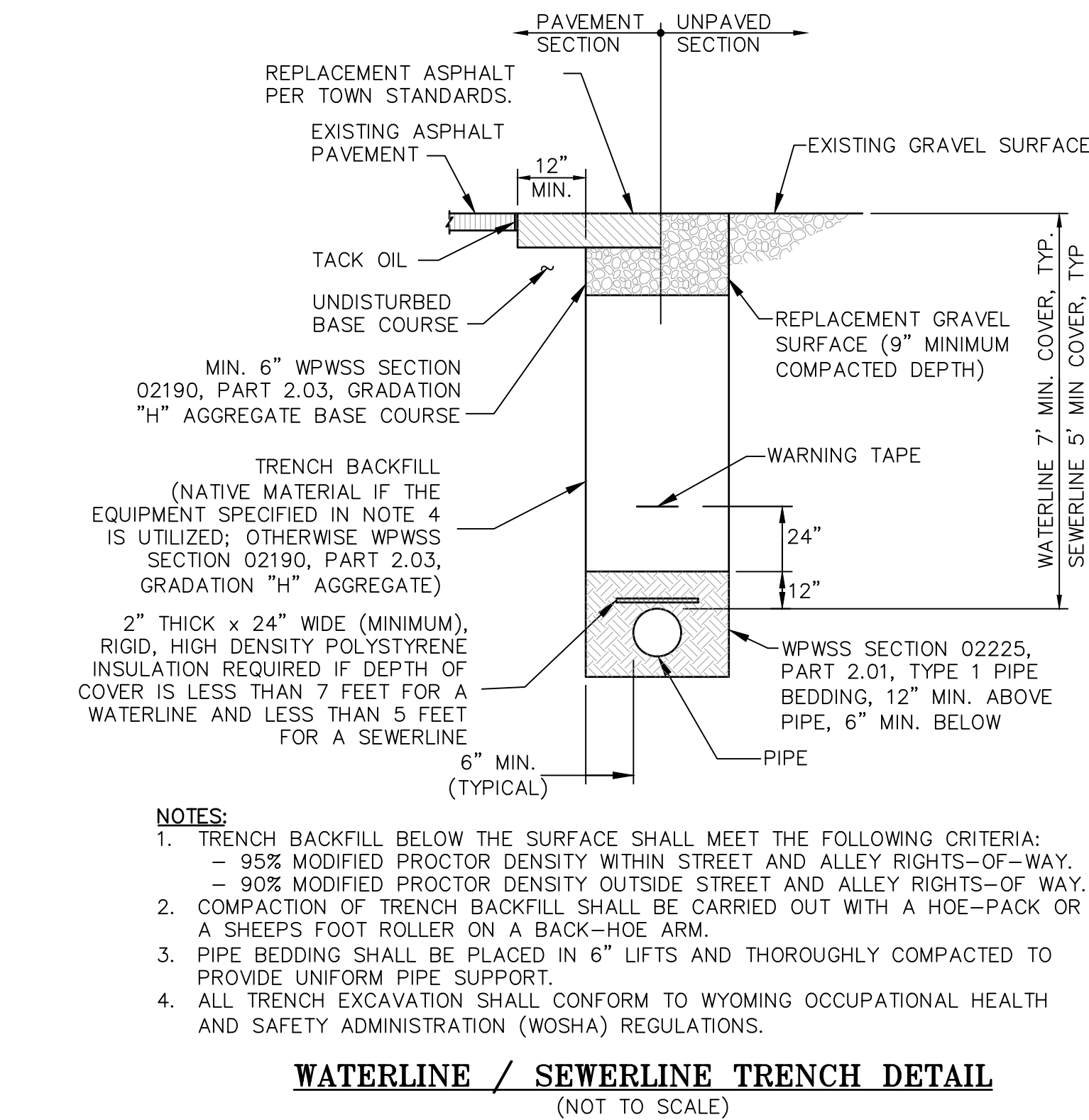
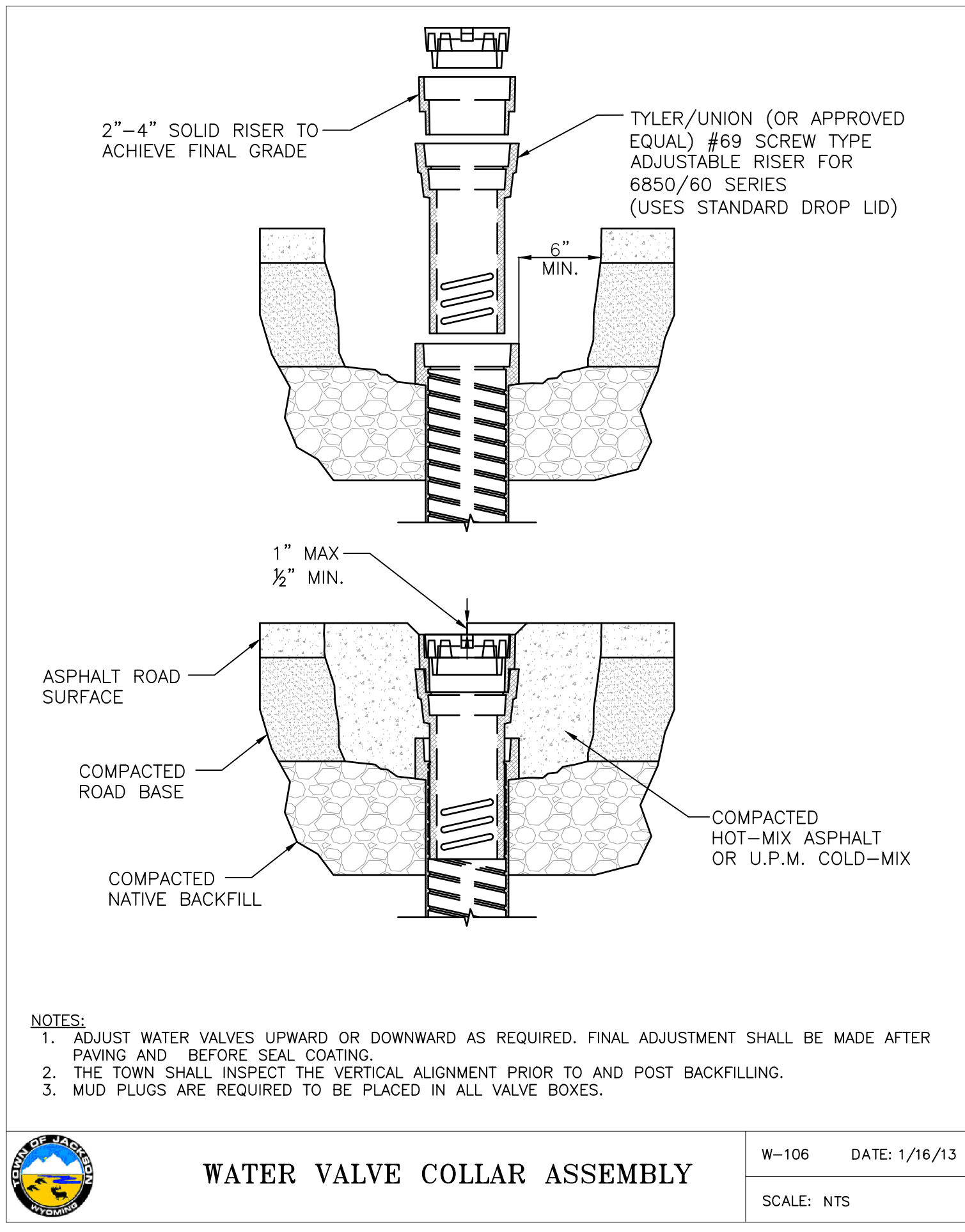
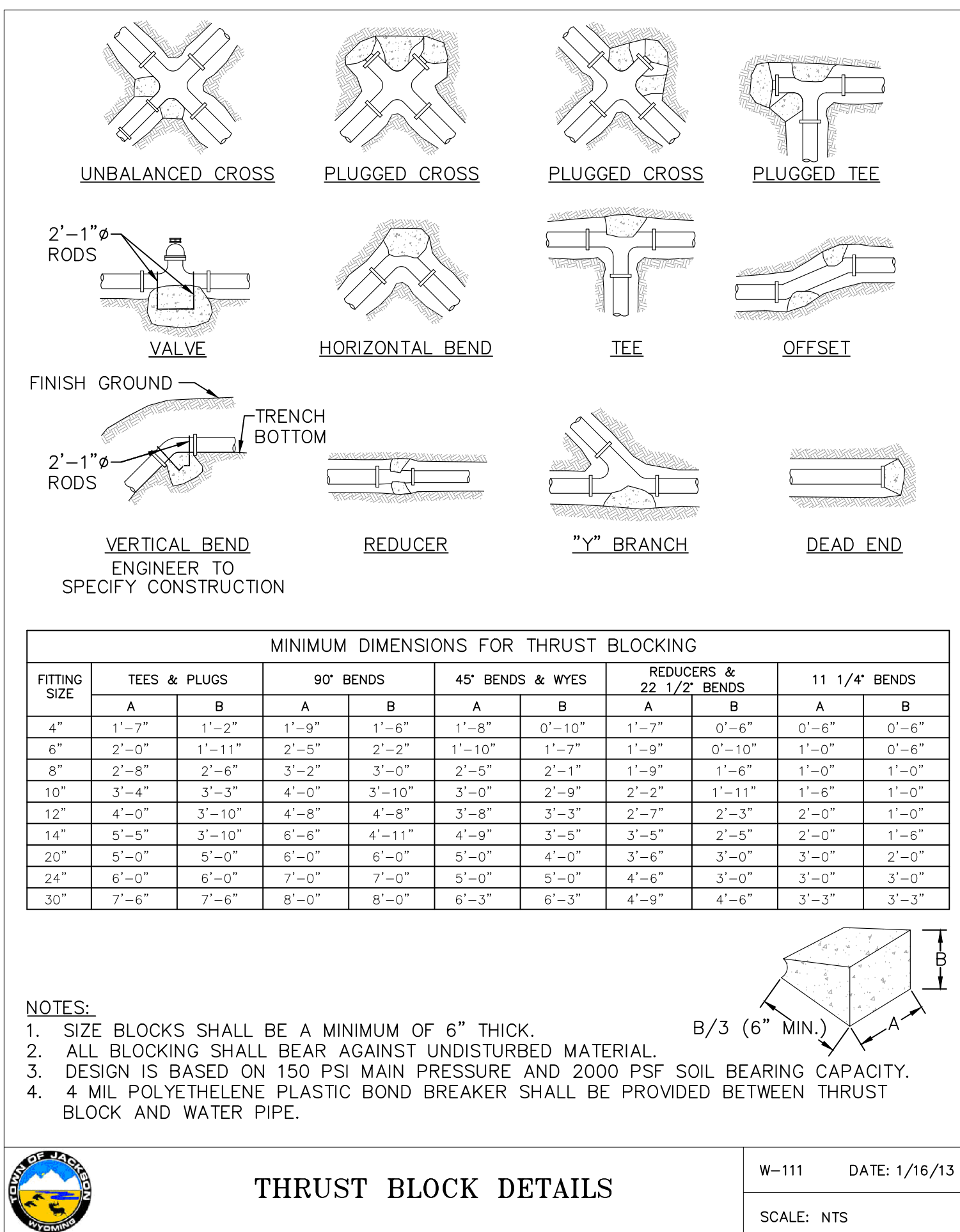
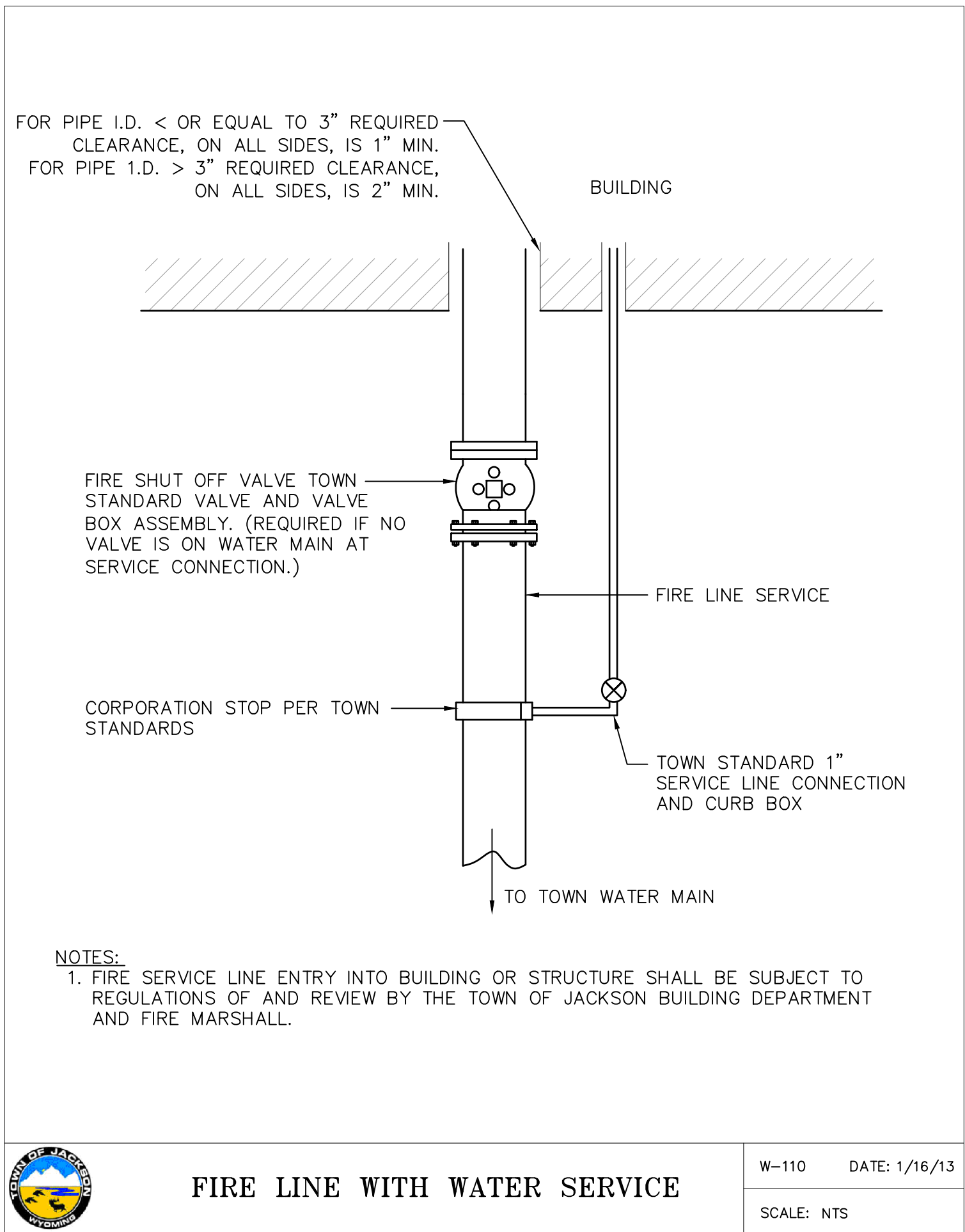


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ARCHITECT

DUBBE MOULDER ARCHITECTS

JACKSON
160 Alpine Lane, rtm 2A
PO BOX 9227
Jackson, WY 83002
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Drawing Title

DETAILS

Professional Engineer
Steven Hettler
6/10/2020
WYOMING

Drawn By: SH	Checked By: KC
Plot Date: 6/10/2020 1:50 PM	Sheet Number:
Scale:	C2.2
Project Number: 16-003-06	

STAFF REPORT



Meeting Date:	May 3, 2021	Meeting Title:	Town Council
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	P21-054 Subdivision Plat for the Grove Condominiums Phase Three Third Filing located at 825 W. Snow King Avenue	Public Comment:	Yes

Purpose & Policy Considerations.

The Grove Phase Three development was always intended to be ownership units. Thus, this request is for a Subdivision Plat to condominiumize the remaining eight (8) units within the Grove Phase Three development.

Requested Action.

The applicant is requesting Final Plat approval for the Grove Condominiums Phase Three Third Filing Addition to the Town of Jackson for eight (8) units (two southern-most buildings) for the property addressed as 825 W. Snow King Avenue.

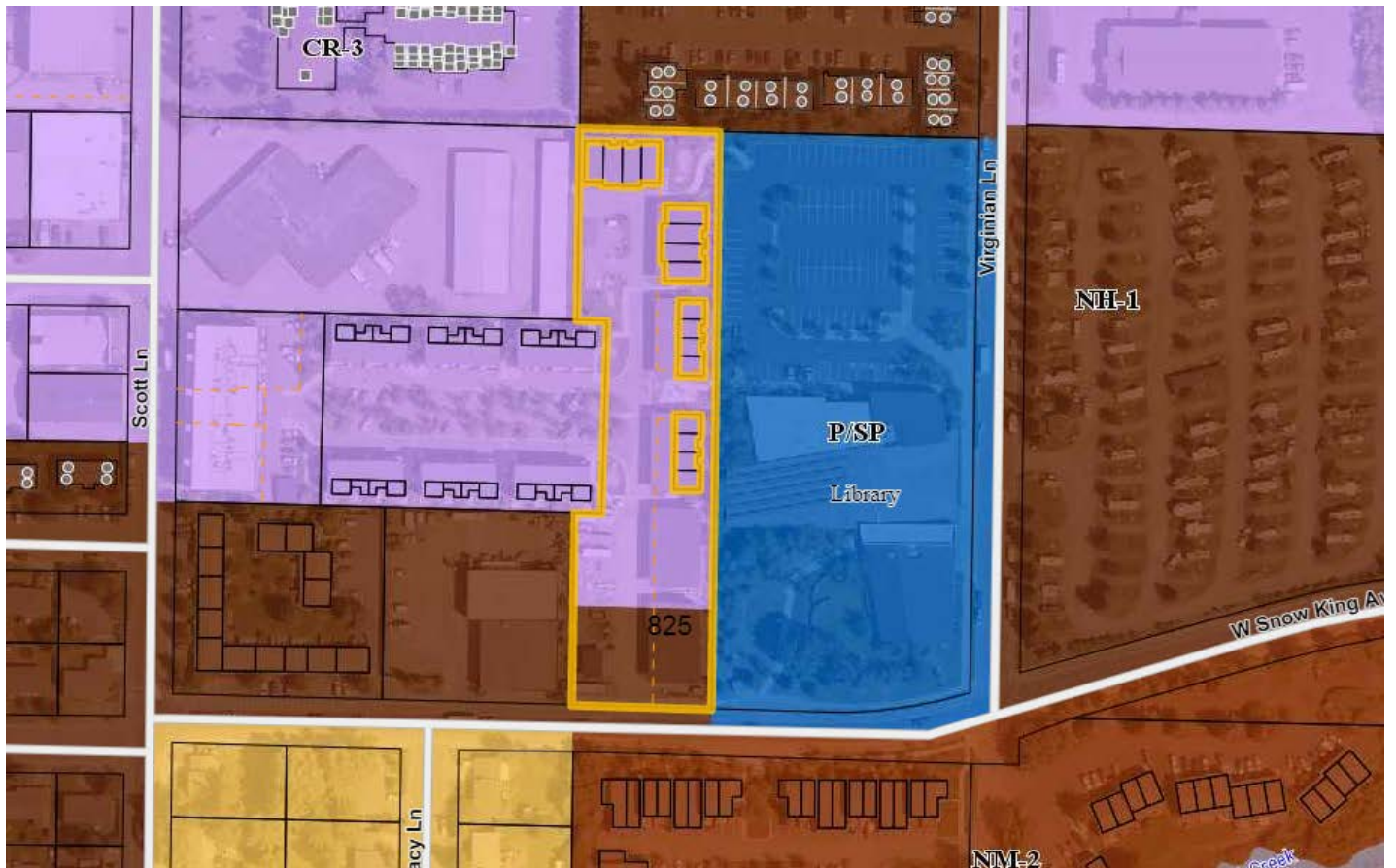
Recommendations.

The Planning Director recommends **approval** of the Grove Condominiums Phase Three Third Filing Addition to the Town of Jackson addressed at 825 W. Snow King Avenue subject to the following conditions:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.
2. Park and School Exactions shall be paid at the time of plat recording.

Project Location.

The property is currently described as PT. NW1/4SW1/4, SEC. 33, TWP. 41, RNG. 116 PARCEL B and addressed as 825 W. Snow King Avenue. An aerial photo and zoning map are shown on the following page:



Background/Project Description.

Approval for an amendment to the Grove Planned Mixed-Use Development Master Plan (PMUD) and a Final (Major) Development Plan, as well as approval for Planned Unit Development (PUD) and Final (Intermediate) Development Plan, was given by Town Council on December 16, 2013. This approval allowed 94,019 sf of total development (commercial and affordable residential) on the three parcels of land (3.9 acres in total) owned by the Teton County Housing Authority (TCHA) on this site that fronts both Scott Lane and Snow King Avenue. A total of 48 condominiums, 20 apartments and retail was approved within three phases – Phase One & Two have already been developed.

- Phase I, the site adjacent to Scott Lane, consists of approximately 5,800 sf of retail on the ground level and 20 residential apartments on the second and third floor (10 units per floor).
- Phase II, the middle site, consists of 24 condo units within 6 buildings.

On April 16, 2016, the Teton County Board of Commissioners granted Habitat for Humanity of the Greater Teton Area the opportunity to develop Phase Three of The Grove affordable housing project. On April 3, 2017 the Town Council approved an amendment to the Final (Intermediate) Development Plan for Phase Three which included modifications to the following: a) Site Configuration; b) Landscape Surface Ratio (LSR); c) Circulation; d) Parking; e) Affordable Housing Category/Number of Bedrooms; f) Architecture/Materials; and g) Phasing.

In summary, Phase Three includes twenty-four (24) 3-bedroom, 2-story condominiums that will be permanently deed-restricted as Category 1 affordable housing units. The condo units are contained within six (6) 4-plex buildings with tuck-under parking. As part of the amendment, Habitat for Humanity has an approved phasing plan that corresponds with their anticipated funding and construction schedule. The proposed twenty-four (24) unit development has been constructed in three (3) stages; each stage included two (2) 4-plex buildings having a total of eight (8) 3-bedroom units with sixteen (16) tuck-under parking spaces. Construction began in 2017 and the project should be completed and fully occupied by Fall 2021.

On October 1, 2018, the Town Council approved a Final Plat (P18-244) for the Grove Phase Three First Filing which condominiumized the eight (8) units within the two northern-most 4-plex buildings.

On January 6, 2020, the Town Council approved a Final Plat (P19-269) for the Grove Phase Three Second Filing which condominiumized the eight (8) units within the two middle 4-plex buildings.

Analysis.

Staff finds that the proposed subdivision plat is in conformance with the approved Final Development Plan and other associated approvals. The proposed subdivision meets the requirements of the Land Development Regulations (LDRs) for Sec. 8.5.3 Subdivision Plat and Div. 7.2 Subdivision Standards.

The applicant has submitted the required deed restriction language to be recorded with the Category #1 affordable housing units, the Grove Development Agreement (in lieu of the Subdivision Improvement Agreement) and CC&Rs. The proposed restrictions are different than the approved restriction templates normally used so the document requires approval from the Town. The Housing Department has reviewed the restriction and has no objections. The proposed restriction is the same document that was recorded on the existing sixteen units on the site. The main difference with the restriction is that Habitat for Humanity will be managing and enforcing them. A list of the differences are laid out in the department reviews attached hereto.

According to Division 7.5, all residential subdivisions, including affordable units, are required to dedicate lands for school and park development. The proposed subdivision for this stage of Phase Three will result in 8 additional units, thus the applicant/owner is subject to a Park Exaction fee of \$21,600 and School Exaction fee of \$12,000.

Condominium and townhouse subdivisions are permitted subject to the following standards found in Section 7.2.4 Condominium and Townhouse Subdivisions:

- A. ***Final plat required.*** *Condominium and townhouse subdivisions shall require approval of a Subdivision Plat pursuant to Sec. 8.5.3.*

Complies. Staff finds that the proposed Final Plat satisfies this standard.

- B. ***Building and fire code applicability.*** *Condominium and townhouse subdivisions constitute a change of use under the currently adopted building and fire codes as well as these LDR. The conversion of dwelling units to condominiums or townhomes shall comply with the currently adopted building and fire codes.*

Complies. The buildings have been reviewed and approved consistent with the 2015 International Building Code.

- C. ***Report on building required.*** *To ensure compliance with the currently adopted building and fire codes, a written and graphic report shall be professionally prepared by an individual qualified by the Town Building Official and submitted to the Building Official for review. The report shall identify any conditions of the existing structure(s) that do not conform to the currently adopted building and fire codes and the alterations to the structure(s) required to bring the structure(s) into compliance with the codes. A structural analysis of the existing building(s) shall not be required unless the Building Official determines the structural integrity of the building(s) is questionable under the authority granted to the Building Official by the currently adopted building and fire codes.*

Complies. The buildings have been reviewed and approved consistent with the 2015 International Building Code.

- D. ***Necessary building upgrades.*** *The Town Building Official shall review the report, and structural analysis when required, and inspect the building(s) to determine any alterations to the building(s) necessary to comply with the currently adopted building and fire codes.*

1. ***Fire sprinkler system.*** *Condominium and townhouse subdivisions shall not require installation of a fire sprinkler system in the building(s) unless the subdivision includes significant alteration to the existing building(s) that require a fire sprinkler system pursuant to the currently adopted building and fire codes.*

Not applicable. The buildings have been reviewed and approved consistent with the 2015 International Building Code.

2. ***Construction plans.*** *Construction plans to complete any required alterations shall be submitted to the Town Building Official for review and approval, approval with conditions or denial.*

Not applicable. The buildings have been reviewed and approved consistent with the 2015 International Building Code.

E. **Tenant notification.** *The owner proposing a condominium or townhouse subdivision shall, in writing, notify the current tenants of the dwelling units, provide the tenants the opportunity to purchase their unit, and provide a grace period to relocate.*

1. **Notice to tenants.** *The owner of a proposed condominium or townhouse subdivision shall notify the current tenants, in writing, via certified and U.S. mail, of the plans to convert the development to condominiums or townhouses and provide the tenants the opportunity to purchase the unit they occupy. The tenants shall be given a minimum of thirty (30) days to decide if they wish to purchase the unit they occupy. This written notice and thirty (30) day decision period may run concurrently with the Final Development Plan and Final Plat applications.*

Not applicable.

2. **Grace period to relocate.** *If any tenant decides to not purchase the unit they occupy or does not respond, in writing, within thirty (30) days to the offer to purchase their unit, the owner of the development shall provide a written notice to the tenant, via certified and U.S. Mail, to vacate the unit and provide a minimum of sixty (60) days from receipt of said written notice to relocate.*

Not applicable.

Comprehensive Plan & Priority Alignment.

Pursuant to Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations, the following findings shall be made for the approval of a Subdivision Plat.

1. *The proposed Subdivision Plat shall be in substantial conformance with an approved development plan or development option plan.*

Complies. As conditioned, staff finds the proposed third filing of the Final Plat for Phase Three to be in substantial conformance with the previously approved Final (Intermediate) Development Plan.

2. *The proposed Subdivision Plat shall comply with Section 8.5.3 – Subdivision Plat.*

Complies. Staff finds that the proposed subdivision plat complies with the standards of Section 8.5.3 – Subdivision Plat regarding the purpose, applicability, required documentation information and review process.

3. *The proposed Subdivision Plat shall comply with Division 7.2 – Subdivision Standards.*

Complies. The proposed subdivision plat meets the standards laid out in Division 7.2 pertaining to the provision of such requirements for new roads, water and sewer infrastructure, utilities, parks, and other physical improvements necessary to safely serve newly subdivided property and minimize impacts on existing community services and infrastructure.

4. *The subdivision plat shall comply with all other relevant standards of these LDRs and other Town Ordinances.*

Complies. Staff finds that the proposed subdivision complies with the provisions of the LDRs. In addition, the subdivision complies with all other Town Ordinances.

Fiscal Impact.

Park Exactions - \$21,600.00

School Exactions - \$12,000.00

Staff Impact.

The amount of staff time to review, research and write this report including future work to send final letters and obtain signatures for the plat is typical of that of a subdivision plat of this size and is 5 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

Park and School Exactions

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

Based upon the findings as presented in the staff report and as made by the applicant for Item P21-054, I move to make findings 1-4 as set forth in Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations relating to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; 4) Complies with other relevant standards of these LDRs, to approve a Final Plat for the Grove Condominiums Phase Three Third Filing Addition to the Town of Jackson for the property addressed at 825 W. Snow King Avenue subject to the departmental reviews attached hereto and the following conditions 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.
2. Park and School Exactions shall be paid at the time of plat recording.

DEPARTMENT REVIEWS

County Clerk

No Comment

Joint Housing Department - (4/14/2021 4:49 PM TV)

Hi Tyler,

Here are my comments for the Final Plat/restrictions for 825 W Snow King:

The proposed restrictions are different than the approved restriction templates normally used so the document requires approval from the Town. The Housing Department has reviewed the restriction and has no objections. The proposed restriction is the same document that was recorded on the first eight units on the site. Habitat for Humanity will be managing and enforcing the restrictions. The differences are as follows:

1. Habitat for Humanity will be enforcing the restriction.
2. The Housing Department has the ability to step in and take over enforcement if Habitat fails to do so.
3. In the case of dissolution of Habitat for Humanity, all rights and obligations of Habitat are assigned to the Housing Department.
4. Selection criteria is through Habitat's process.
5. Sales process is through Habitat's process.
6. Mortgage allowed is 100% of value rather than 96.5%
7. The restriction may be amended with consent of Owner, Habitat, and the Housing Department.
8. There is no appreciation on the units.

Stacy A. Stoker

Housing Manager

Jackson/Teton County Affordable Housing Department

Legal

No Comment

Planning - (4/14/2021 4:23 PM TV)

Please see staff report conditions of approval.

Plat Review – Survey

Attached separately.

Plat Review – Title

Attached separately.

Public Works - (4/8/2021 10:36 AM JSIL)

FINAL PLAT – APPROVED w CONDITIONS

P21-054#

ADDRESS: 825 W Snow King Ave.

OWNER: Teton County Housing Authority

APPLICANT: Habitat for Humanity of the Greater Tetons

3/22/2021

Brian Lenz, 733-3079

DATE OF SUBMITTAL:

DATE OF MATERIALS:

REVISION NO.:

BOND FOR MONUMENTATION: \$4000 (4 to be set and 4 to be confirmed as in-place and in-tact).

Bond will be released once monumentation for the subdivision has been set, or verified to be in place and not disturbed by written statement by a licensed surveyor.

The engineering division has reviewed your application for a FINAL PLAT submitted on and with application materials as dated above.

PRIOR TO PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED:

CERTIFICATE OF APPROVAL

1. Check why Roxanne Roberts is called out as a signatory; typically an Attest by Sandra P. Birdyshaw, Town Clerk

NOTES

1. Add a period to the second note.

CERTIFICATE OF ENGINEER

1. Include the stormwater system in the utilities.

CERTIFICATE OF OWNER

Wyoming Statute 34-2-121

1. The plat must have a statement shall contain in substance the following words: "Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state" Usually within the Certificate of Owner.

PLAT SHEETS

1. Remove one of the "&" from the title block between first and second filings.

MJQ/21-048-01

March 16, 2021

Town of Jackson
Planning and Building Department
Box 1687
Jackson, WY 83001

ATTN: Katelyn Page

RE: The Grove Condominiums Phase 3 3rd Filing Addition

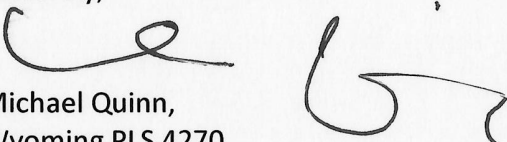
Dear Katelyn,

I have reviewed the plat accompanying the above-referenced subdivision application. I would suggest the surveyor address the following items:

- In the application, it is noted that there will be no accompanying documents to be recorded, which is contradicted on the plat. I would expect that an additional amendment to the CC&Rs incorporating this subdivision into the previous documents for the first and second filings as well as serving as a Declaration of Condominium would be required.
- On sheet 4, the cross section labels on the section views do not match those shown on the plat views.

This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made.

Sincerely,


Michael Quinn,
Wyoming PLS 4270

cc: On-Site Surveyors



PLAT REVIEW The Grove Phase Three Third Filing

OVERVIEW

Proposed Plat: The Grove Condominiums Phase Three Third Filing

Platted From: Part of The Grove Condominium Phase Three First Filing (plat 1394) and part of The Grove Condominium Phase Three Second Filing (Plat 1407).

Located: Town of Jackson

Owner/Subdivider: Jackson/Teton County Housing Authority, a duly constituted regional housing authority pursuant to WS 15-10-116.

Summary: This is the third of three phases in an affordable housing condominium subdivision that is the result of a working partnership between the Jackson/Teton County Housing Authority and Habitat for Humanity of the Greater Teton Area. The proposed plat contains eight condominium units in two buildings.

Additional Documents to be Recorded Provided with Plat: According to the Certificate of Owner, a Second Amendment to the Amended and Restated Condominium Declaration is to be recorded with the plat (copy was not provided for review).

Title Report provided by Wyoming Title & Escrow **Effective Date:** February 19, 2021

Note: Title 22 Consultants has not prepared a title report or conducted a "patent to present" search of subject land; we are basing our review on the title report provided by the title company identified above.

New documents filed of record subsequent to the effective date:

☒ N/A

PLAT REVIEW – Technical Review (Non Statutory)

ACCESS: Legal access is provided via Snow King Avenue

EASEMENTS/ENCUMBRANCES: All easements cited on the title report ☒ Are ☐ Are Not shown on the proposed plat (located and/or included in the Certificate of Owner).

STREETS/ALLEYS:

- ☐ Dedicated to the public
- ☐ Private, with rights of way granted to each lot owner
- ☒ N/A, no streets or alleys within plat boundary

PLAT REVIEW – Technical Review (Statutory)

AIR SPACE UNIT DIMENSIONS ☒ Are ☐ Are Not properly shown.

Units ☒ Are ☐ Are Not **PROGRESSIVELY NUMBERED**.

CERTIFICATES

Certificate of Owner(s) ☒ Included ☐ To be provided via separate Affidavit

NOTE: The Ownership & Encumbrance Report from Wyoming Title & Escrow indicates that Habitat for Humanity of the Greater Teton Area is a fee owner of the land along with the Jackson/Teton County Housing Authority. If this is correct, then this entity should also execute the Certificate of Owner. While it is our understanding that Habitat is constructing the improvements on the land, we do not believe they are in title to the fee estate.

Certificate of Surveyor ☒ Included ☐ Not included

Certificate of Acceptance from ☒ Town of Jackson ☐ Teton County ☒ Included ☐ Not Included

Certificate of Mortgagee(s) ☐ Included ☐ To be provided via separate Affidavit ☒ N/A

PLAT REVIEW – Conclusions

Recommendations: Title 22 Consultants strongly recommends the following changes to the proposed plat:

1. The legal description of the land being platted contained in the Certificate of Surveyor describes just the approximate southern third of The Grove Phase Three (the northern portion was platted as Plat 1394, and the middle portion was platted as Plat 1407).

However, the dark line demarking the exterior boundary of the property on sheet 2 encompasses all three filings, not just the third filing. The boundary line between the second filing and the third filing is not solid, but rather dots and dashes, which the legend indicates is “general common element.”

The exterior boundary line of the plat should match the legal description contained in the Certificate of Surveyor. Similarly, the shaded “subject property” in the vicinity map on Sheet 1 should also be consistent with the legal description.

2. Certificate of Surveyor: The first line after the legal description states that “The Grove Condominiums Phase Three Second Filing Addition to the Town of Jackson is an affordable housing subdivision.” It appears the word “Second” should be changed to “Third.”
3. Certificate of Surveyor: There is a minor typo in the last line of the legal description as follows: “...ong the easterly line of said Plat No.1359...” It appears this should be “along.”

Comments/General Observations: For your review and consideration, may not require changes:

We did not review all the title exceptions as to applicability, but one did jump out: Map T-58D. Since Adjusted Parcel B has now been platted as the three filings of The Grove Condominiums Phase Three, it appears this no longer applies and could be deleted from the Certificate of Owner.

Next Steps:

1. ENTITY DOCS – The owner should provide a copy of all applicable entity documents and evidence of authority for review, to make sure the plat properly identifies the entity, and that the Certificate of Owner is executed by the correct party.
2. EXECUTION/ACKNOWLEDGEMENT - Once the plat and all documents to be recorded have been executed and notarized, carefully review as to proper execution and acknowledgement prior to recordation. Please also verify that all Exhibits are attached and properly labeled.
3. IMPLEMENT THE SOLUTIONS identified above, and provide corrected plat and documents to Title 22 Consultants for final review. There is no additional charge for up to one hour of subsequent review.

PLAT REVIEW – Disclaimer

Title 22 Consultants is not providing legal services or a legal opinion, and is not licensed to practice law in the State of Wyoming or any other state. Further, Title 22 Consultants is not providing any type of insurance service, or title insurance, and is not authorized to transact insurance in the State of Wyoming or any other state, and is not a licensed abstractor or title agent as set forth in Wyoming Statutes. Please consult an attorney or duly licensed title company if you have legal questions, or questions about the insurability of the land to subdivided pursuant to the proposed plat.

Plat Review submitted by:



Date: 3.28.21

Nancy Hughes, Manager, Title 22 Consultants, LLC, a Wyoming limited liability company

MJQ/21-048-01

March 16, 2021

Town of Jackson
Planning and Building Department
Box 1687
Jackson, WY 83001

ATTN: Katelyn Page

RE: The Grove Condominiums Phase 3 3rd Filing Addition

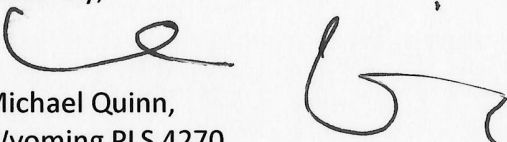
Dear Katelyn,

I have reviewed the plat accompanying the above-referenced subdivision application. I would suggest the surveyor address the following items:

- In the application, it is noted that there will be no accompanying documents to be recorded, which is contradicted on the plat. I would expect that an additional amendment to the CC&Rs incorporating this subdivision into the previous documents for the first and second filings as well as serving as a Declaration of Condominium would be required.
- On sheet 4, the cross section labels on the section views do not match those shown on the plat views.

This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made.

Sincerely,


Michael Quinn,
Wyoming PLS 4270

cc: On-Site Surveyors

March 3, 2021

Tyler Valentine
Town of Jackson Planning Department
P.O. Box 1687
Jackson, WY 83001
BY HAND DELIVERY

RE: Final Plat Application/The Grove Condominiums Phase Three Third Filing

Dear Tyler:

Habitat for Humanity of the Greater Teton Area and the Jackson/Teton County Housing Authority are submitting a Planning Permit Application for the Final Plat of The Grove Phase Three Third Filing at 825 W. Snow King Avenue: Building A11 and Building A12 which each consist of 4 condominium units. Please find attached the following:

- Planning Permit Application
- \$1,000 Application Fee - Waived
- Letter of Authorization
- Current Title Report
- Notice of Intent to Subdivide
- Subdivision Improvements Agreement – see attached “The Grove Development Agreement”
- CC&Rs – nothing new anticipated to be recorded; plat will be subject to the “Amended and Restated Condominium for The Grove” that was recorded with the First Filing (Doc. 0958072); included First Amendment recorded in association with the Second Filing, Plat No. 1407
- ~~One full-size copy of Final Plat; 8 copies, 11”x17”~~
- Digital copy of submittal materials – emailed by On Sight Land Surveyors, Inc.

Please let us know if you need anything further. Thanks for assisting us with this project.

Sincerely,



Kris Greenville

attachments



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____ Date & Time Received _____
Application #s _____

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

PROJECT.

Name/Description: Final Plat: The Grove Condominiums Phase Three Third Filing
Physical Address: 825 W. Snow King Avenue
Lot, Subdivision: -N.A.- PIDN: 22-41-16-33-3-00-040

PROPERTY OWNER.

Name: Jackson/Teton County Housing Authority Phone: 307 732-0867
Mailing Address: P.O. Box 714, Jackson, WY ZIP: 83001
E-mail: sstoker@tetoncountywyo.gov; ahnorton@tetoncountywyo.gov

APPLICANT/AGENT.

Name: Habitat for Humanity of the Greater Teton Area Phone: 307 734-0828
Mailing Address: P.O. Box 4194, Jackson, WY ZIP: 83001
E-mail: kris@tetonhabitat.org

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ Applicant/Agent

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

Use Permit

_____ Basic Use
_____ Conditional Use
_____ Special Use

Relief from the LDRs

_____ Administrative Adjustment
_____ Variance
_____ Beneficial Use Determination
_____ Appeal of an Admin. Decision

Physical Development

_____ Sketch Plan
_____ Development Plan
_____ Design Review

Subdivision/Development Option

☒ Subdivision Plat
_____ Boundary Adjustment (replat)
_____ Boundary Adjustment (no plat)
_____ Development Option Plan

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

_____ Other: _____
_____ Environmental Analysis

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

Pre-application Conference #: P13-038 Environmental Analysis #: _____
Original Permit #: P07-043 Date of Neighborhood Meeting: 3/13/13

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.

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.

Kris Greenville
Signature of Property Owner or Authorized Applicant/Agent
Kris Greenville
Name Printed

03-02-2021
Date
Executive Director
Title

LETTER OF AUTHORIZATION

Jackson/Teton County Housing Authority, "Owner" whose address is: P.O. Box 714,
Jackson, WY 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

None besides the Housing Authority, as the owner of property
more specifically legally described as: Pt NW1/4SW1/4 Section 33, T41N, R116W, 6th P.M.
Parcel B

(If too lengthy, attach description)

HEREBY AUTHORIZES Habitat for Humanity of the Greater Teton Area 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: Vice Chair

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

STATE OF Wyoming)

COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Estela Torres this 4th day of
March, 2021.

WITNESS my hand and official seal.

(Notary Public)

My commission expires: 4/23/2023

(Seal)

LISA L. POTZERNITZ
State of Wyoming-Notary Public
County of Teton
My Commission Expires
April 23, 2023

Issued To:

On Sight Land Surveyors Inc
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

Report No.: W-24720
Effective Date: February 19, 2021
Current Date: March 3, 2021
Cost: \$0.00

Project Reference:

Property Address: 825 West Snow King Avenue, Jackson, WY 83001

County: Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

Habitat for Humanity of the Greater Teton Area, Inc., a Wyoming not for profit corporation and Jackson/Teton County Housing Authority, a duly constituted Regional Housing Authority established by Teton County and the Town of Jackson, Wyoming pursuant to W.S. § 15-10-116, as amended

2. The land referred to in this Report is described as follows:

See Exhibit "A" Attached Hereto and Made a Part Hereof

Issued By:

WYOMING TITLE & ESCROW, INC.
Liz Jorgenson/Christina Feuz, Co-Managers
Phone: 307.732.2983

This Ownership and Encumbrance Report is not a Commitment for Title Insurance nor is it an Abstract of Title. This Ownership and Encumbrance Report is for informational purposes only, does not necessarily contain all defects, liens or encumbrances of record, and may not be relied upon as a representation of the record regarding the subject property, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

EXHIBIT "A"

LEGAL DESCRIPTION

The Grove Condominiums Phase Three Third Filing Addition to the Town of Jackson, a condominium subdivision of The Grove Condominiums Phase Three First Filing Addition to the Town of Jackson, a subdivision of record in said Office as Plat No. 1394, and The Grove Condominiums Phase Three Second Filing Addition to the Town of Jackson, a subdivision of record in said Office as Plat No. 1407, located in the NW¼SW¼ of Section 33, T41N, R116W, 6th P.M., Teton County, Wyoming further described as follows:

Beginning at the southwest corner of The Grove Condominiums Phase Three Second Filing Addition to the Town of Jackson, a subdivision of record in said Office as Plat No. 1407, said point lying on the easterly line of The Grove Condominiums Phase Two Addition to the Town of Jackson, a subdivision of record in said Office as Plat No. 1359, and bearing N 01°01'44" E, 12.41 feet from the southeast corner of said Plat No. 1359, where is found a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 6447";

THENCE along the line that separates General Common Element—2 ("GCE—2") from General Common Element—A ("GCE—A") as shown on said Plat No. 1407, S 89°44'42" E, 116.84 feet;

THENCE along the easterly line of said "GCE—A", S 00°15'18" W, 214.04 feet to the southeast corner of said "GCE—A" where is found a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 8469";

THENCE along the south line of said "GCE—A", N 88°55'33" W, 145.30 feet to the southwest corner of said "GCE—A" where is found a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 8469";

THENCE along the west line of said "GCE—A", N 00°16'26" E, 199.75 feet to an intersection with the southerly line of said Plat No. 1359;

THENCE along said southerly line, S 89°20'44" E, 28.21 feet to said southeast corner of said Plat No. 1394;

THENCE along the easterly line of said Plat No. 1359, N 01°01'44" E, 12.41 feet to the POINT OF BEGINNING.

PIDN: 22-41-16-33-3-00-040

ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO) THE FOLLOWING:

1. General taxes for the year 2021 appear to be OJ-NONTAX.
2. Assessments for the Grove Condominium Association, if any, which are excluded from the coverage afforded hereby.
3. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights claims or title to water, (d) any right title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
4. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
5. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded December 8, 1976, as (book) 53 (page) 95, Official Records.
[B53P95](#)
6. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded November 13, 1978, as (book) 78 (page) 504, Official Records.
[B78P504](#)

Said Easement was modified in part by Partial Vacation, recorded January 24, 2020, as (instrument) 0984926 Official Records.
[Document 0984926](#)
7. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as U S West Communications, Inc., in a document recorded September 3, 1993, as (book) 276 (page) 156, Official Records:
Purpose: TELECOMMUNICATIONS
[B276P156](#)
8. Covenants, conditions and restrictions, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in the deed from Clarene Law, Trustee of the Clarene Law Revocable Trust, dated April 14, 1989, recorded June 16, 2004, as (book) 555 (page) 246, Official Records.
[B555P246](#)
9. Terms, Conditions and Provisions of Affidavit and Agreement relating to a Planned Mixed Use Development Master Plan, recorded July 30, 2007, as (book) 672 (page) 751, Official Records.
[B672P751](#)

10. Memorandum of Understanding in regards to funds appropriated to Town of Jackson from Teton County for the Town of Jackson to Purchase the "Grove" Property, recorded June 22, 2010, as (book) 758 (page) 1034, Official Records.
[B758P1034](#)
11. Terms, Conditions and Provisions of Affidavit and Agreement relating to Planned Mixed Use Development Master Plan, recorded December 9, 2011, as (book) 795 (page) 1050, Official Records.
[B795P1050](#)
12. Affidavit of Acknowledgment and Acceptance of Boundary Adjustment of Parcels owned by Teton County Housing Authority, recorded May 22, 2014, as (book) 869 (page) 746, Official Records.
[B869P746](#)
13. Terms and Conditions of The Grove Development Agreement, recorded July 17, 2014, as (book) 873 (page) 26, Official Records.
[B873P26](#)
14. Record of Survey T-58D for Minor Boundary Adjustment Between Properties of Teton County Housing Authority, recorded May 22, 2014, as (book) 41 (page) 116, Official Records.
[T-58D](#)
15. Terms and Conditions of Nonexclusive Installation and Service Agreement, recorded January 15, 2016, as (book) 912 (page) 815, Official Records.
[B912P815](#)
16. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, a Cooperative Utility Corporation, recorded March 7, 2016, as (book) 915 (page) 478, Official Records.
[B915P478](#)

Said Easement was modified in part by Partial Vacation, recorded January 24, 2020, as (instrument) 0984927 Official Records.
[Document 0984927](#)
17. Declaration of Easement, Access, Utilities and Drainage, recorded May 23, 2016, as (book) 920 (page) 602; (book) 920 (page) 610; (book) 920 (page) 616, Official Records.
[B920P602](#)
[B920P610](#)
[B920P616](#)
18. All matters as delineated on the Official Plat of The Grove Condominiums Phase Two Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 1359.
[Plat No. 1359](#)
19. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Condominium Declaration for The Grove, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of

income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, in document recorded May 23, 2016, as (book) 920 (page) 624, Official Records.

[B920P624](#)

Contains: Homeowners association charges, assessments and liens.

Said Covenants, Conditions and Restrictions were modified in part by instrument recorded July 13, 2016, as (book) 924 (page) 671, Official Records.

[B924P671](#)

Said Covenants, Conditions and Restrictions were modified in part by Amended and Restated Condominium Declaration for The Grove recorded October 11, 2018, as (instrument) 0958072, Official Records.

[Document 0958072](#)

Said Covenants, Conditions and Restrictions were modified in part by First Amendment to the Amended and Restated Condominium Declaration recorded February 7, 2020, as (instrument) 0985690, Official Records.

[Document 0985690](#)

20. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as shown in a document recorded May 10, 2017, as (book) 944 (page) 1115, Official Records:

Purpose: TEMPORARY CONSTRUCTION EASEMENT

[B944P1115](#)

21. All matters as delineated on the Official Plat of The Grove Condominiums Phase Three First Filing Addition to the Town of Jackson and the Grove Condominiums Phase Three Second Filing Addition to the Town of Jackson on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 1394, Plat No. 1407.

[Plat 1394](#); [Plat 1407](#)

***** End of Encumbrances *****

Hello,

Please publish the following legal notice on 3/10/2021 and 3/17/2021:

And also please send a confirmation of receipt of this email.

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that in accordance with Chapter 18.5-306 Wyoming Statutes, 1977, as amended, that the Jackson/Teton County Housing Authority and Habitat for Humanity of the Greater Teton Area, intend to apply for a permit to subdivide property within the Town of Jackson. The proposed subdivision is an affordable housing condominium subdivision of Part of the NW¼SW¼ Section 33, T41N, R116W "Adjusted Parcel B" Map T-58D, to create Eight (8) affordable condominium units. The project is located on 1.86 acres in the Town of Jackson at 825 W Snow King Avenue, within the NW¼SW¼ of Section 33, T41N, R116W, 6th P.M.

Filing for said permit will occur at a regular meeting of the Jackson Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at (307) 733-3932 for the scheduled meeting date and additional information.

Please publish March 10 and March 17, 2021

Emailed to Jackson Hole News and Guide on 3/2/2021

Bill to:

On Sight Land Surveyors, Inc.
P.O. Box 12290
Jackson, WY 83002

Todd Cedarholm, PLS
OSLS, Inc
PO Box 12290
155 West Gill Ave
Jackson, WY 83002
Office (307) 734-6131
Cell (307) 413-1219
todd@onsightsurvey.com

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

THE GROVE DEVELOPMENT AGREEMENT

THIS AGREEMENT dated this 7th day of July, 2014, by and between the TETON COUNTY HOUSING AUTHORITY, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended, hereinafter referred to as "TCHA", and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as the "Town", provides as follows:

WHEREAS, TCHA submitted a Final Development Plan for The Grove, which was approved by the Town Council on December 16, 2013 (the "FDP"), which development required the construction of certain improvements described in the FDP (the "Improvements") to be undertaken in three distinct phases; and

WHEREAS, the Town and TCHA desire to enter into this Agreement to memorialize their understanding regarding the construction of the Improvements; and

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, TCHA on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

1. TCHA TO COMPLY

TCHA shall comply with all improvement requirements contained in Section 6140 A. of the Town of Jackson Land Development Regulations, the FDP, 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. Improvements shall be engineered, designed, constructed, and installed solely at TCHA's own cost.

2. 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 subdivision 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 FDP.

3. APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS

The subdivision infrastructure improvement plans and specifications filed by TCHA or its agents, as approved by the Town Engineer and maintained on file in the office of the Town Engineer,

GRANTOR: TETON COUNTY HOUSING AUTHORITY ET AL
GRANTEE: TETON COUNTY HOUSING AUTHORITY ET AL
Doc 0863196 bk 873 pg 26-34 Filed At 12:50 ON 07/17/14
Sherry L. Daigle Teton County Clerk fees: 36.00
By Mary D Antrobus Deputy

and any revision of said improvement plans and specifications approved by said Town Engineer are hereby incorporated herein by reference as though fully set forth. All public improvement work required by TCHA 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 the total cost of improvements required by this agreement as estimated by a professional engineer licensed in the State of Wyoming on behalf of TCHA, and as approved by the Town Engineer, is attached hereto as **Exhibit "A"** and by this reference made a part hereof. According to a Cooperative Agreement for Payment of Fees for Publicly Sponsored or Co-Sponsored Projects between Teton County and the Town of Jackson, dated February 2, 1998, TCHA is an exempt agency and is not required to furnish any customarily required bond or financial assurances related to landscaping, infrastructure or public improvements.

5. UNDERGROUND ELECTRICAL POWER, TELEPHONE, FIBER OPTICS, CABLE TELEVISION, AND GAS FACILITIES

All electrical power, telephone and fiber optic communication, cable television, and natural 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. TCHA 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. TCHA 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 TCHA through its officers, agents, or employees and that TCHA is informed as to the approximate cost to TCHA 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.

6. TIME FOR COMPLETION

The Supplemental Phasing Plan and Concept for Future Mapping was approved by the Town Council as part of the FDP and states that TCHA will construct The Grove in three distinct phases. Phase 1 will begin in the summer of 2014 and completion is expected in the fall of 2015. Phases 2 and 3 require approval of the Board of County Commissioners with assurances of adequate funding and product demand. Estimated construction start-dates are summer of 2015 for Phase 2, and summer of 2016 for Phase 3.

7. 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 inspection and approval from the Town of Jackson, which shall be for the benefit of the Town and this obligation shall survive any release of security by the Town.

8. LIABILITY

TCHA 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, and personal injury. TCHA 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 within 5 business days of the Effective Date of this Agreement.

9. PERFORMANCE TESTING AND INSPECTION

TCHA shall be required to perform all required testing and/or monitor the installation of all construction associated with the projects water, sewer and storm drainage systems. TCHA shall provide the Town with field and testing reports completed by a State of Wyoming licensed engineer.

TCHA shall be responsible for obtaining all required Town permitting and abiding by the conditions set forth within same. TCHA shall be required to complete all construction work and necessary performance tests on installed infrastructure. TCHA shall be responsible for the preparation of daily inspection reports and test 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. TCHA 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.

10. APPROVAL BY TOWN ENGINEER

As improvements are completed, TCHA may submit a written request to the Town Engineer to inspect and approve. 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 TCHA a list of specific deficiencies. TCHA understands that a Certificate of Occupancy for residential structures per Phase will not be obtained until infrastructure improvements are completed according to the approved plans and specifications and upon approval of such by the Town Engineer.

11. 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. TCHA shall notify the Town Engineer when improvements shall be installed.

12. 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
150 E. Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

TCHA: Teton County Housing Authority
Attention: Christine Walker, Executive Director
260 W. Broadway, Suite B
P.O. Box 714
Jackson, WY 83001

Either party, upon written notification sent via United States Mail, return receipt requested, may change mailing addresses and contact information.

13. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS

This Agreement shall run with the land included within The Grove development 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.

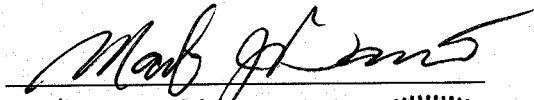
14. TITLE AND AUTHORITY

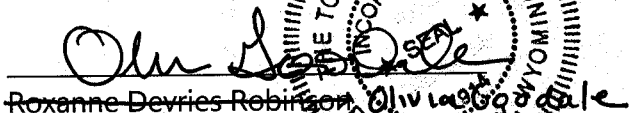
TCHA warrants to the Town that it is the record owner of the Subject Property upon which the development shall be constructed. The undersigned further warrants having full power and authority to enter into this Agreement.

15. 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.

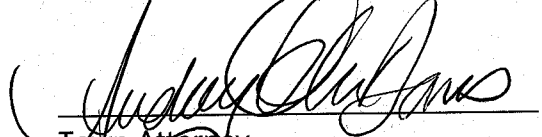
**TOWN OF JACKSON,
a municipal corporation
of the State of Wyoming**


Mark Barron, Mayor

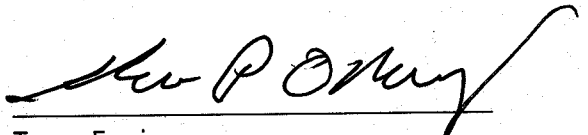

Roxanne Devries Robinson
Town Clerk



APPROVED AS TO FORM:

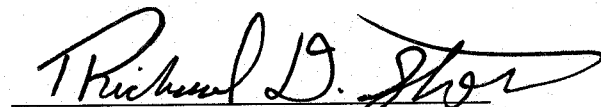

Judy Williams
Town Attorney

CONTENTS:


Steve P. Ormy
Town Engineer


Planning Director

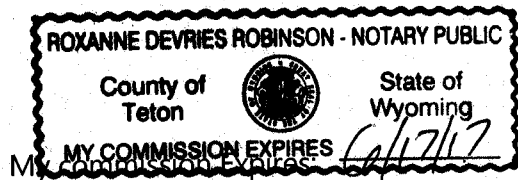
TETON COUNTY HOUSING AUTHORITY


Richard D. Stout,
President

[illegible]

The foregoing instrument was acknowledged before me by Mark Barron as Mayor of the Town of Jackson this 7th day of July, 2014.

Witness my hand and official seal.

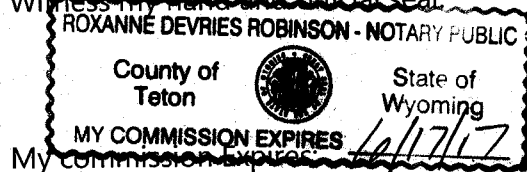



Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Roxanne DeVries Robinson as Town Clerk of the Town of Jackson this 7th day of July, 2014.

~~Witness my hand and official seal~~



re me by Olivia Goodale
~~Roxanne DeVries Robinson~~ as Town
 2014.

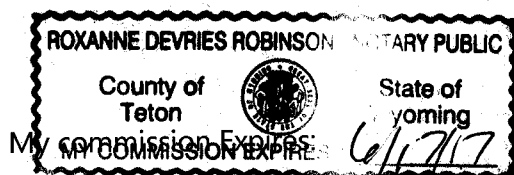


 Notary Public

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 30th day of June, 2014.

Witness my hand and official seal.

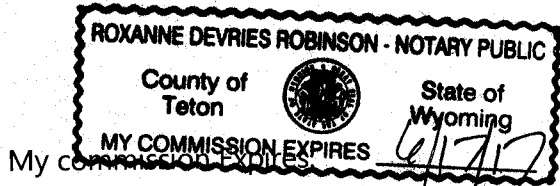



Notary Public

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 1st day of July, 2014.

Witness my hand and official seal.

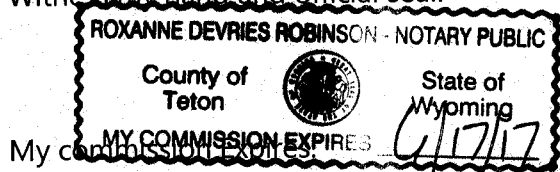


[Signature]
Notary Public

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 30th day of June, 2014.

Witness my hand and official seal.

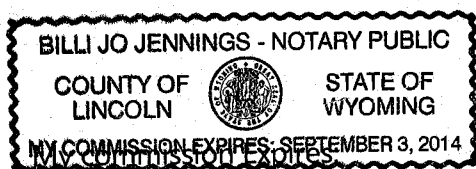


[Signature]
Notary Public

STATE OF WYOMING)
)ss.
COUNTY OF WYOMING)

The foregoing instrument was acknowledged before me by Richard D. Stout, President of the Teton County Housing Authority this 27th day of June, 2014.

Witness my hand and official seal.



[Signature]
Notary Public

Engineer's Opinion of Probable Cost For Construction**The Grove Housing Project****Teton County Housing Authority**

Date: 23 May 2014 By: CB/AJ

Jorgensen Associates, P.C.
P.O. Box 9550 / 1315 S. Hwy 89, Suite 203
Jackson, Wyoming 83002 (307)
733-5150

Item No.	Description	Unit	Quantity	Unit Price	Amount
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ROADS, SIDEWALKS, AND SITE WORK

1	Site Earthwork; Stripping, Haul-Off, On-Site	CY	5,000	8.50	42,500.00
2	Road and Parking Subbase; 1 ft. Depth	TON	4,565	32.00	146,080.00
3	Road and Parking Base Course; 6 in. Grading 'H'	TON	2,370	42.00	99,540.00
4	Asphalt Pavement; 2 1/2 in.	TON	1,022	118.00	120,596.00
5	Vertical Curb and Gutter	LF	3,061	33.00	101,013.00
6	TOJ Vert. Curb & Gutter w/ Existing Demo & Paving	LF	345	45.00	15,525.00
7	All Sidewalk; Complete w/ Base	SF	18,858	11.50	216,867.00
8	All Sidewalk Pavers; Complete w/ Base	SF	7,187	11.50	82,650.50
9	All Concrete Patios; Complete w/ Base	SF	2,915	11.50	33,522.50
10	2 Ft. Concrete Valley Gutter w/ Base	LF	513	14.00	7,182.00
11	TOJ Street Reconstruction	EA	2	3,500.00	7,000.00
12	Striping: Parking, Crosswalks, etc.	LS	1	5,000.00	5,000.00
13	Topsoil Placement, 4" thick, screened	CY	616	20.00	12,320.00
14	Seeding	SY	1,992	1.00	1,992.00
15	Sod	SY	17,740	1.00	17,740.00
16	Landscaping	LS	1	146,000.00	146,000.00
17	Site Lighting	LS	1	25,000.00	25,000.00
Subtotal Roads, Sidewalks, Site Work					\$891,788.00

WATER DISTRIBUTION SYSTEM

18	8" DIP	LF	335	39.00	13,065.00
19	6" DIP	LF	611	37.50	22,912.50
20	4" DIP	LF	620	32.50	20,150.00
21	4" Service Connection	EA	13	2,300.00	29,900.00
22	1" Service Connection	EA	13	1,000.00	13,000.00
23	1" CI 200 PE Service Line	LF	130	28.00	3,640.00
24	Fittings, Tee, Bend, etc.	LS	1	5,000.00	5,000.00
25	Valves, 8", 6", 4"	EA	1	6,650.00	6,650.00
26	Fire Hydrant	EA	3	4,500.00	13,500.00
27	Connection to Existing Main	EA	2	3,500.00	7,000.00
28	Water / Sewer Crossing per Detail	EA	9	900.00	8,100.00
29	Water System Flushing, Disinfection, and Testing	LS	3	2,500.00	7,500.00
Subtotal Water Distribution					\$150,417.50

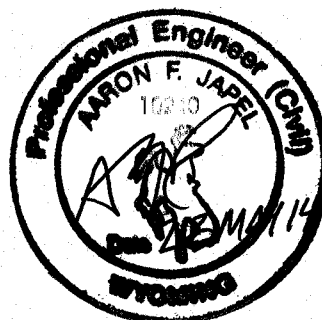
SANITARY SEWER COLLECTION SYSTEM

30	8" SDR 35 PVC Main Line	LF	935	39.50	36,932.50
31	6" SDR 35 PVC Service Line	LF	77	39.00	3,003.00
32	4" SDR 35 PVC Service Line	LF	696	31.00	21,576.00
33	6" Sewer Service Connection	EA	2	2,500.00	5,000.00
34	4" Sewer Service Connection	EA	12	2,200.00	26,400.00
35	Sewer Manhole, 5 Ft. Height on New Main Line	EA	6	3,200.00	19,200.00
36	Additional Manhole Height	VFT	18.60	110.00	2,046.00
37	Sewer Service Cleanout; Conc. to Set	EA	14	300.00	4,200.00
38	Connection To Existing Sewer Main w/ new MH	EA	1	2,500.00	2,500.00
39	Connection To Existing Sewer Manhole	EA	1	3,800.00	3,800.00
40	Sewer System Cleaning and Testing	LS	3	2,500.00	7,500.00
Subtotal Sanitary Sewer Collection					\$132,157.50

Item No.	Description	Unit	Quantity	Unit Price	Amount
STORM SEWER COLLECTION SYSTEM					
41	12" SDR 35 PVC Main Line	LF	1,110	31.50	34,965.00
42	6" SDR 35 PVC Branch Line	LF	1,578	30.50	48,129.00
43	6" Branch Connection	EA	5	350.00	1,750.00
44	48" Storm Manhole on Existing Line	EA	2	2,500.00	5,000.00
45	30" Catch Basin	EA	9	1,400.00	12,600.00
46	Landscaping Inlet Grate	EA	9	450.00	4,050.00
47	Solid Access Cover; DL-A1055 w/ One Pick Hole	EA	2	300.00	600.00
48	Storm Sewer Service Building Connection	EA	11	3,000.00	33,000.00
49	Storm Sewer Cleaning and Testing	LS	2	1,200.00	2,400.00
Subtotal Storm Sewer Collection					\$142,494.00
CABLE UTILITIES AND MISCELLANEOUS ITEMS					
50	Type A Trenching and Backfill	LF	2,179	9.25	20,155.75
51	4" Sch 40 PVC Conduit	LF	2,179	4.75	10,350.25
52	4" Sch 40 PVC Sweeps	EA	18	55.00	990.00
53	Vault, Transformer, Pedestal Location Backfill	EA	9	850.00	7,650.00
54	Irrigation Sleeves; 4" SCH 40 PVC	LF	1,800	5.00	9,000.00
55	Site Lighting Sleeves; 4"SCH PVC	LF	1,800	5.00	9,000.00
56	Type 2 Pipe Bedding	TON	100	27.00	2,700.00
57	Silt Fence Erosion Protection	LF	500	6.50	3,250.00
58	Straw Wattle Erosion Protection	LF	20	10.00	200.00
59	Force Account	LS	1	20,000.00	20,000.00
60	Mobilization	LS	1	50,000.00	50,000.00
Subtotal Miscellaneous Items					\$133,296.00

COST FOR PROJECT INFRASTRUCTURE CONSTRUCTION **\$1,450,153.00**
15% CONTINGENCY **\$217,522.95**

ENGINEER'S OPINION OF PROBABLE COST FOR CONSTRUCTION **\$1,667,675.95**



GRANTOR: JACKSON/TETON COUNTY HOUSING*

GRANTEE: THE PUBLIC

Doc 0958072 Filed At 09:48 ON 10/11/18

Sherry L. Daigle Teton County Clerk fees: 163.00

By Mary Smith Deputy

AMENDED AND RESTATED
CONDOMINIUM DECLARATION

for the
THE GROVE CONDOMINIUM OWNER'S
ASSOCIATION

Released	
Indexed	☒
Abstracted	☒
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This Amended and Restated Condominium Declaration ("Declaration") for the Grove Condominiums is made this 8th day of OCTOBER, 2018 to be effective on the date of recordation in the land records of Teton County, Wyoming, by the JACKSON/TETON COUNTY HOUSING AUTHORITY, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended (the "Declarant"), pursuant to the Condominium Ownership Act, W.S. §§ 34-20-101 et.seq. (the "Act").

- The Declarant recorded the original Condominium Declaration for the Grove Condominiums in the land records of Teton County, Wyoming on May 23, 2016 in Book 920 P. 624.
- The original Condominium Declaration only governed The Grove Condominiums Phase Two Addition to the Town of Jackson ("Phase Two").
- The Grove Condominiums Phase Three Addition to the Town of Jackson ("Phase Three") is currently being constructed by Habitat for Humanity of the Greater Teton Area, Inc., a Wyoming non-profit corporation ("Habitat").
- Habitat's Final Development Permit for Phase Three requires that Phase Three be incorporated into Phase Two so that they comprise one community governed by the same Condominium Declaration and the same Owners Association.
- Article XIII of the original Condominium Declaration authorized the Declarant to unilaterally amend the original Declaration to bring any provision into compliance with any governmental statute, rule, regulation, or judicial or agency determination or to satisfy the requirements of any local, state or federal governmental agency.
- Pursuant to the authority provided in Article XIII of the original Condominium Declaration, the Declarant hereby amends and restates the Declaration in order to comply with the requirements of the Town of Jackson and to annex in additional property into the development governed by this Declaration.
- Phase Three will be platted in three separate filings.
- Each filing will bring 8 additional units into the development governed by this Declaration.
- Each filing will change the percentage ownership of each owner's undivided interests in the common areas (as defined below) and set forth on Exhibit A, and each filing will add more general common elements to the development governed by this Declaration.

ARTICLE I. PREAMBLE

The purpose of this Declaration is to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance and preservation of the Grove Condominiums for the benefit of its owners and their guests.

ARTICLE II. CREATION OF THE COMMUNITY

Section 2.1 The Real Property. The Declaration is applicable to that real property and improvements located in the County of Teton, State of Wyoming, and more particularly described as **The Grove Condominiums Phase Two Addition to the Town of Jackson (An Affordable Housing Subdivision)**, according to that plat recorded in the office of the County Clerk of

Teton County, Wyoming on May 23, 2016, as Plat Number 1359 and The Grove Condominiums Phase Three First, Second and Third Filings Addition to the Town of Jackson (An Affordable Housing Subdivision), together with rights, privileges, easements and appurtenances belonging to or in any way pertaining to such real property (the "Real Property"). Phase Three is currently owned by the Declarant and 24 Units are being developed on it by Habitat. Habitat will construct the 24 Units in three separate sub-phases of 8 Units each: (1) Grove Phase Three First Filing, (2) Grove Phase Three Second Filing, and (3) Grove Phase Three Third Filing. An undivided interest in the Real Property, as tenants in common, will be conveyed with each Phase Three Unit in accordance with the attached Exhibit A - General Common Elements Ownership. It is the intent that as each filing of Phase Three is complete, each Owner's undivided interest in the General Common Elements will evolve as set forth on Exhibit A and that at the conclusion of the entirety of the Phase Three filings, each owner in Phase Two and Phase Three will own an undivided interest in all the General Common Elements in the percentages set forth in Exhibit A.

Section 2.2 Intent; Covenants to Run with the Land. Declarant desires to and intends to, and does hereby, submit the Real Property, together with all buildings, structures, improvements and other permanent fixtures of every kind thereon, or in any way pertaining thereto, to the provisions of the Wyoming Condominium Ownership Act. Declarant desires to and intends to and does hereby impose upon the Real Property mutually beneficial rights, easements, privileges, obligations covenants, conditions and restrictions under a general plan of use, conduct, maintenance and improvement for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Property and improvements for the benefit of all Owners and Occupants of the Property. Each and all of the provisions hereof shall be deemed to run with the Property and each and every Unit and every interest therein or pertaining thereto, and shall be mutual and equitable servitudes, burdening and benefiting any Owner, Occupant, or other person, including their assigns, heirs, executors, administrators, devisees and successors, acquiring, or owning an interest in the Real Property and improvements comprising the Real Property, the Property, the Buildings or the Units. Each Owner shall, by acceptance of the deed or other conveyance of any such Unit, be conclusively deemed to have consented to and agreed to each and all of the covenants contained herein for such Owner and their heirs, executors, administrators, successors, and assigns, to observe, perform and be bound by each and all of said covenants.

Section 2.3 Type of Ownership. This condominium project will provide a means for ownership in fee simple of separate interests in Units together with an undivided fee simple interest in the Common Elements appurtenant thereto.

Section 2.4 Period of Condominium Ownership. The condominium ownership created in this Declaration and the Plats shall continue until this Declaration is revoked or terminated in the manner provided herein.

Section 2.5 Governing Documents. The Governing Documents create a general plan of development, administration, maintenance and preservation for the Grove Condominiums that may be supplemented as set forth herein. All provisions of the Governing Documents shall apply to all Owners as well as their respective tenants, guests, and invitees.

Section 2.6 Development Restrictions. All development of the Real Property shall comply with the requirements of the Final Development Permits for Phase Two and Phase Three and with all applicable land use regulations of the Town of Jackson, in addition to the requirements of this Declaration.

Section 2.7 Severability. If any provision of this Declaration or any clause, paragraph, sentence, phrase, or word or the application thereof is determined by judgment or court order or under any circumstance to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.

ARTICLE III. DEFINITIONS

Unless the context clearly indicates otherwise, the following words and terms, when used in this Declaration, shall be defined as follows:

Section 3.1 Act. “Act” shall mean the Condominium Ownership Act, W.S. §§34-20-101 et. seq.

Section 3.2 Articles. “Articles” shall mean the Articles of Incorporation of the Association.

Section 3.3 Assessment. “Assessment” shall mean any Regular Assessment, Specific Assessment, Neighborhood Assessment or Special Assessment as the context so requires.

Section 3.4 Association. “Association” shall mean the Grove Condominiums Owners Association, a nonprofit corporation organized under Wyoming Statute §§ 17-19-101 et. seq. as the governing body for the Property.

Section 3.5 Board. “Board,” “Board of Directors” or “Directors” shall mean the governing board of the Association, appointed or elected in accordance with the Declaration, the Articles and the Bylaws.

Section 3.6 Buildings. “Buildings” shall mean the structures constructed or located on the Real Property and consisting of the Units and the Common Elements.

Section 3.7 Bylaws. “Bylaws” or “Association Bylaws” shall mean the Bylaws of the Grove Condominiums Owners Association as the same may be amended from time to time.

Section 3.8 Common Elements. “Common Elements” or “Common Area” shall mean the General Common Elements and Limited Common Elements, in the aggregate, or a portion thereof, as the context requires.

Section 3.9 Common Expenses. “Common Expenses” shall mean those expenses of the Association defined in Section 9.2 of this Declaration.

Section 3.10 Community-Wide Standard. "Community-Wide Standard" shall mean the standard of quality of the Property, including the level of maintenance, the conduct or other activity generally prevailing throughout the Property, which at a minimum shall mean that standard required to operate the Grove Condominiums in a condition and at a level of quality no less than that which existed at the time Phase Two and Phase Three were initially completed (ordinary wear and tear excepted) and in accordance with the Master Rules and Regulations enacted by the Board from time to time. Such standard may be more specifically defined in the Governing Documents.

Section 3.11 Condominium. "Condominium" or "Condominiums" shall mean the Grove Condominiums created by this Declaration and the Plats, as the same may be expanded in the future by annexation, expansion or otherwise.

Section 3.12 Condominium Plats. "Condominium Plats" or "Plats" shall mean those maps or plats of survey of Phase Two and Phase Three recorded with the Clerk of Teton County, Wyoming, consisting of maps or plats of survey of the Real Property, showing the legal description thereof, the location of the Buildings with respect to the boundaries of the Real Property, together with diagrammatic floor plans of the Buildings showing the boundaries of each Unit within the Buildings, including horizontal and vertical locations and dimensions of all boundaries of each Unit, Unit numbers identifying the Units, and the General Common Elements and Limited Common Elements, together with such other information as may be included therein.

Section 3.13 Declaration. "Declaration" shall mean this Condominium Declaration for the Grove Condominiums.

Section 3.14 Declarant. "Declarant" shall mean JACKSON/TETON COUNTY HOUSING AUTHORITY, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended, its successors or assigns.

Section 3.15 General Common Elements. "General Common Elements" shall mean the entire Property except the Units and all Limited Common Elements, as designated on the Plats or provided herein. Without limiting the generality of the foregoing, the General Common Elements shall include (i) the driveways and parking areas, walkways, parks, utilities, open space; and (ii) all appurtenances as delineated or described herein or on the Plats. Each Owner shall own an undivided interest in the General Common Elements as a tenant-in-common with all the other Owners of the Property in equal proportions as set forth in the attached Exhibit A, and, except as otherwise limited in this Declaration, shall have the right to use the General Common Elements for all purposes incident to the use and occupancy of such Owner's Unit, which right shall be appurtenant to the Unit. General Common Elements may be referred to herein and on the Plats as "General Common Element", "GCE", "GCE-1", "GCE-2", "GCE-3" or "GCE - A".

Section 3.16 Governing Documents. "Governing Documents" shall mean the Articles, the Bylaws, the Declaration, the Plats and the Master Rules and Regulations, as the aforementioned documents may be amended or supplemented from time to time, as well as any resolutions of the Board or the Association duly adopted pursuant to the Bylaws.

Section 3.17 Limited Common Elements. "Limited Common Elements" means those portions of the General Common Elements as defined herein and as described by Wyoming Statute § 34-20-103 for the exclusive use of one or more but fewer than all of the Units, and any Limited Common Elements specifically allocated to Units as shown on the Condominium Plats. Limited Common Elements may be referred to herein or on the Condominium Plats as "Limited Common Element" or "LCE".

Section 3.18 Limited Common Elements – Carport. "Limited Common Elements – Carport" shall mean those Limited Common Elements reserved for the exclusive use of a Unit, which shall be designated as Limited Common Elements – C __ on the Plats. Limited Common Elements – Carport may also be referred to herein and on the Plats as "LCE – Carport", or "LCE – C".

Section 3.19 Limited Common Elements - Neighborhood. "Limited Common Elements - Neighborhood" shall mean for the respective phases (Phase Two and Phase Three) (i) all pipes, ducts, flues, chutes, heating, sprinkler and cooling systems, conduits, wires and other utility installations to (but not at) the outlets, and (ii) such component parts of doors, walls, floors, ceilings, columns, roofs and other structures and installations that are outside of the Unit boundaries as delineated or described herein or on the Plats. Limited Common Elements – Neighborhood may also be referred to herein and on the Plats as "LCE – N".

Section 3.20 Deleted

Section 3.21 Limited Common Elements – Yard. "Limited Common Elements – Residential" means those Limited Common Elements for the exclusive use of the Residential Unit(s), as may be described herein and as shown on the Condominium Plats. Limited Common Elements – Residential may also be referred to herein and on the Condominium Plats as "Limited Common Element – Yard", "LCE – Yard", or "LCE – Y".

Section 3.22 Managing Company. "Managing Company" shall mean any individual or company with which the Association contracts or assigns any or all of its rights, duties or obligations for the more efficient management of the Condominiums or the affairs of the Association. The Managing Company may also be called the "Property Manager," "Manager" or the "Management Agent".

Section 3.23 Master Rules and Regulations. "Master Rules and Regulations" or "Rules" means the Master Rules and Regulations promulgated by the Board, as they may be amended from time to time, relating to the possession, use and enjoyment of the Property.

Section 3.24 Mortgage. "Mortgage" shall mean any mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

Section 3.25 Mortgagee. "Mortgagee" shall mean any person, or any successor to the interest of such person, named as the mortgagee, trust beneficiary, or creditor under any Mortgage, or deed of trust, as well as any insurer or guarantor of the Mortgage, by which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

Section 3.26 Neighborhood Assessment. "Neighborhood Assessment" shall have the meaning defined and described in Section 9.6 of this Declaration.

Section 3.27 Occupant. "Occupant" shall mean any person or persons in possession of a Unit, or a portion thereof, including Owners, guests, agents, employees, patrons, and invitees of such Owner or Occupant.

Section 3.28 Owner. "Owner" shall mean any person, persons, entity, or entities, at any time owning a Unit. For purposes of the Governing Documents, each Unit shall have one "Owner" and the term "Owner" shall refer to all individuals collectively owning a Unit. The term "Owner" shall not refer to any Mortgagee, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 3.29 Property. "Property" shall mean the Real Property and Buildings constructed thereon and all other improvements located on or appurtenant to the Real Property.

Section 3.30 Real Property. The "Real Property" shall mean the real property as defined in Section 2.1 of this Declaration.

Section 3.31 Regular Assessment. "Regular Assessment" shall have the meaning defined and described in Section 9.2 of this Declaration.

Section 3.32 Residential Unit. "Residential Unit" shall mean each of the individually-owned residential Units designated on the Plats each of which shall be occupied and used by Owners and Occupants for residential purposes only.

Section 3.33 Special Assessment. "Special Assessment" shall have the meaning defined and described in Section 9.5 of this Declaration.

Section 3.34 Specific Assessment. "Specific Assessment" shall have the meaning defined and described in Section 9.7 of this Declaration.

Section 3.35 The Grove Condominiums. The "Grove Condominiums" shall mean the Property.

Section 3.36 Unit or Condominium Unit. "Unit" or "Condominium Unit" means those certain individual air space units, as designated and delineated on the Condominium Plats. Each Unit shall consist of that part of a Building as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and window frames, doors and door frames, and trim, as shown and numbered on the Condominium Plats. The Unit shall include all lath or furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces. All other portions of the walls, floors or ceilings (including common walls to separate Units) shall be a part of the Limited Common Elements - Neighborhood. In addition, each Unit shall include the following: (i) all spaces, nonbearing interior partitions and all other fixtures and improvements within the boundaries of the Unit; (ii)

all outlets, lines and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, air handling ducts, heating and waste disposal, within the boundaries of the Unit and serving that specific unit; (iii) all heating, hot water and air conditioning apparatus exclusively serving the Unit; and (iv) all cabinets, appliances, countertops, plumbing fixtures and light fixtures. The interior surfaces of a perimeter window or door means such surfaces at the points at which they are located when such windows or doors are closed; the physical windows and doors themselves are part of the Common Elements as herein defined.

ARTICLE IV. NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

Section 4.1 Estates of an Owner. The Property is hereby divided into condominium units, each consisting of a separate interest in a Unit and an undivided interest in common in the Common Elements and any Limited Common Elements appurtenant to each Unit. Each Unit shall have an equal percentage of ownership interest in the General Common Elements for purposes of taxes, assessments and other charges under W.S. § 34-20-104(a) as set forth in the attached Exhibit A. Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units.

Section 4.2 Description of a Condominium Unit. Every contract for the sale of a Condominium Unit and every other instrument affecting title to a Condominium Unit may describe that Condominium Unit by the number shown on the Condominium Plats and the recording data for this Declaration as each appears in the records in the Office of the County Clerk of Teton County, Wyoming, in substantially the following fashion:

Unit ____ of the Grove Condominiums Phase (Two or Three) Addition to the Town of Jackson (An Affordable Housing Subdivision), according to that plat recorded in the office of the County Clerk of Teton County, Wyoming on _____, 20 __, as Plat Number _____, and as further defined and described in that Condominium Declaration for the Grove Condominiums recorded in the Office of the County Clerk on _____, 2018 as document number _____, and any amendments and supplements thereto, recorded in the office of the County Clerk of Teton County, Wyoming, from time to time.

Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the General Common Elements and any Limited Common Elements appurtenant to the Unit, and to incorporate all the rights incident to ownership of a Condominium Unit and all the limitations on such ownership as described in this Declaration and the Governing Documents.

Section 4.3 Ownership of Common Elements and Assessments. Each Owner shall be entitled to an equal percentage of undivided interest in and the nonexclusive right to use and enjoy the Common Elements appurtenant to each Unit as tenants in common, and the exclusive right to use any Limited Common Elements appurtenant solely to a specific Unit, as designated on the Plats or elsewhere in the Governing Documents. The percentage of undivided interest in the Common Elements appurtenant to any Unit shall not be changed except with the unanimous consent of all of the Owners expressed in an amendment to this Declaration, duly executed by all such Owners and recorded.

Section 4.4 Partition Not Permitted. The Common Elements shall be owned as tenants in common by all owners of Units, and such ownership is appurtenant to the Units, and no Owner may bring any action for partition thereof. No part of a Unit or of the legal rights comprising ownership of a Unit may be separated from any other part thereof during the period of Condominium ownership prescribed herein, so that each Unit and the undivided interest in the Common Elements shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Unit or any part hereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, conveyance, or disposition, respectively, of the entire Unit, together with all appurtenant rights created by law, by this Declaration, or by the Governing Documents.

Section 4.5 Owner's Voting Rights. The relative voting rights of the Owners, as members in the Association, shall be one vote per Unit and as further set forth in the Bylaws, and are not divisible, no matter how many individuals may own a Unit.

Section 4.6 Taxes and Assessments. All taxes, assessments and other charges of the State of Wyoming or of any political subdivision or of any special improvement district or of any other taxing or assessing authority shall be assessed against and collected on each Unit separately, not on the Buildings or the Property as a whole, and each Unit shall be carried on the tax records as a separate and distinct parcel.

In furtherance of the foregoing, each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium Unit and the appurtenant Common Elements. If any taxes or special district or other assessments may, in the opinion of the Association, nevertheless be a lien on the Property or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefor. Each Owner shall pay the taxes or assessments assessed against his/her Condominium Unit, or interest therein, or his/her interest in the General Common Elements or any part of any or all of the foregoing.

The lien for taxes assessed to any Unit shall be confined to that Unit. No forfeiture or sale of any Unit for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Unit.

Section 4.7 Separate Mortgages. Each Owner shall have the right to mortgage or otherwise encumber his/her Unit; however, no Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Elements or any part thereof except the undivided interest therein appurtenant to his/her Unit. Any mortgage or other encumbrance of any Unit within the Buildings shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through the foreclosure by private power of sale, judicial foreclosure or otherwise.

Section 4.8 Mechanic's and Materialmen's Lien Rights. No labor performed or materials furnished for use in connection with any Unit with the consent or at the request of the Owner thereof or his agent, contractor, or subcontractor, shall create any right to file a statement

of mechanic's or materialmen's lien against the Unit of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Elements except as to the undivided interest therein appurtenant to the Unit of the Owner for which such labor shall have been performed or such materials shall have been furnished. Each Owner shall indemnify and hold harmless each of the other Owners from and against liability or loss arising from any claim against the Unit of the Owner, or any part thereof, for labor performed or materials furnished in work on such Owner's Unit. At the written request of any Owner, the Association shall enforce such indemnity by collecting from the Owner of the Unit on which the labor was performed and materials furnished the amount necessary to discharge any such lien, and all costs incidental thereto, including attorney's fees, whether or not such amount shall be dispute between the Owner for which the labor was performed or the materials furnished and the mechanic or materialman who provided such labor or materials, and whether or not such amount shall ultimately be determined to be owed by the Owner to the mechanic or materialman. If not promptly paid, the Association may collect the same in the manner provided herein for collection of assessments for the purpose of discharging the lien.

ARTICLE V. USE AND OCCUPANCY OF COMMON ELEMENTS AND OTHER RIGHTS AND EASEMENTS; CONSTRUCTION ACTIVITIES

Section 5.1 Use of General Common Elements. Subject to other provisions of the Declaration and the Governing Documents, each Owner shall have a non-exclusive right to use and enjoy the General Common Elements as may be required for the purpose of access and ingress and egress to, use, occupancy and enjoyment of the respective Unit by such Owner. Such right to use the General Common Elements shall extend to each Owner and its agents, servants, tenants, family members, guests, and invitees, including personnel, contractors and management, and employees. Such rights to use shall be consistent with the rights of use and enjoyment of the other Owners and shall be subject to and governed by the Governing Documents, which may in some instances restrict or otherwise forbid such use in part, and such use shall be appurtenant to the Unit and shall pass with, and not be severable from, any conveyance or lease of such Unit.

Section 5.2 Use of Limited Common Elements. Subject to the other provisions of this Declaration and the other Governing Documents, each Owner, as well as their agents, servants, contractors, employees, tenants, family members, guests and invitees shall have the exclusive right to use and enjoy Limited Common Elements designated herein or on the Plats or pursuant to the Governing Documents as exclusively appurtenant to the Unit(s) owned by such Owner(s) or the neighborhood appurtenant to the Unit(s) owned by such Owner(s).

Section 5.3 Association's Right to Use Units and General and Limited Common Elements. The Association shall have a nonexclusive easement to make such use of the Units, General Common Elements, and Limited Common Elements as may be necessary or appropriate to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration or the Governing Documents. The Association, through its Board, shall have the right to make changes to the Common Elements for the benefit of the Owners, as the Board may determine in its reasonable discretion, including without limitation the right to allocate parking among the Units and the right to enter into shared parking agreements.

Section 5.4 Owner's Right with Respect to Interiors. Each Owner shall have the exclusive right to paint, repaint, tile, carpet, wallpaper, or otherwise maintain, refinish, and decorate the interior surfaces of the walls, ceilings, floors and doors of his/her Unit.

Section 5.5 Easement for Ingress, Egress, Support and Utilities. Each Owner shall have a non-exclusive easement over, upon, and across the General Common Elements, including the General Common Elements within the Unit of another Owner, necessary for access, ingress and egress to his/her Unit and to the Limited Common Elements designated for use in connection with such owner's Unit, and for horizontal and lateral support of the Unit and for utility service to the Unit, including without limitation water, sewer, gas, electricity, telephone and television service, which easement shall be perpetual and appurtenant to and shall pass with the title to each Unit. The maintenance responsibility incident to such easement shall be the responsibility of the Association and no Owner shall have the individual right to maintain the easement area absent the unreasonable failure, after reasonable notice, of the Association to do so. Notwithstanding the foregoing, where work is undertaken by someone other than the Association, upon completion of the work, the person or entity exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The Association reserves the right to grant to utility providers, the Association, and the Owners of any of the Units perpetual non-exclusive utilities easements located as described on the Plats for the purpose of installing utilities, including without limitation, cable and other systems for sending and receiving data and/or other electronic signals; security and similar systems; and drainage systems; to serve the Property, inspecting, maintaining, repairing and replacing such utilities (including HVAC units) and infrastructure that serve the Units; and access to read utility meters. Work associated with the exercise of the easements described in 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. The exercise of these easements shall not extend to permitting entry into any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

Section 5.6 Easements for Encroachments. If any part of the General Common Elements encroaches or shall hereinafter encroach upon a Unit or Units, including without limitation utility wiring and piping serving the Unit(s), an easement for such encroachment and for the maintenance of the same shall and does exist in favor of the Association. If any part of a Unit encroaches or shall hereafter encroach upon the General Common Elements, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist in favor of such encroaching Owner. Such encroachments shall not be considered to be an encumbrance either on the General Common Elements or the Units. 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 of the Property or any part thereof in accordance with the original plans for the Property, and any encroachment due to building overhangs or projection.

Section 5.7 Easements of Access for Repair, Maintenance, and Emergencies. The Association shall have a perpetual nonexclusive easement of access to each Unit and to all Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, or replacement of the Units and any of the Common Elements located therein

or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit or Units. Any damage to the interior of any part of a Unit or Units resulting from the repair, maintenance, or an emergency of any Unit or any of the Common Elements, or as a result of emergency repairs within another Unit at the direction of the Association or of any Owner shall be an expense of all of the Owners of the Common Elements; provided, however, that if such damage is the result of negligence of the Owner of a Unit, its invitees, guests, tenants or assigns, then such Owner shall be financially responsible for all of such damage, including any insurance deductibles due related to such damage. Any amount owed to the Association by an Owner pursuant hereto shall be collected by the Association by assessment pursuant to Article IX below.

Section 5.8 Easements for Drainage. Every Unit 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 portion of the Properties to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Board.

Section 5.9 Easement for Construction. The Board shall have the right to grant a temporary easement for ingress and egress over, under, upon, and across the Property, as may be reasonably necessary incident to completion of the orderly development of the Property.

Section 5.10 Easements Deemed Appurtenant. The easements and rights herein created for an Owner shall be appurtenant to the Unit of that Owner and all conveyances of and other instruments affecting title to a Unit, shall be deemed to grant and reserve such easements as are provided for herein, even though no specific reference to such easements may appear in any such conveyance.

Section 5.11 Construction Activities. The Property is located in an area that may be subject to or near ongoing construction activities relating to the development of adjacent or nearby properties. The construction activities may generate an unpredictable amount of visible, audible and odorous impacts and disturbances. The construction activities may include, without limitation: (i) construction traffic, including, without limitation, construction vehicles, equipment and vehicles used or owned by adjacent landowners, and the employees, agents, and contractors of any of them; and (ii) construction activities, including, without limitation, grading, excavation, clearing, site work, and construction of improvements on such adjacent or nearby properties.

Section 5.12 Easement for Emergency Vehicles and Personnel. The Property is hereby burdened with an easement allowing all policemen, firemen, ambulance personnel and similar emergency personnel, and their vehicles entry to perform their duties, including the enforcement of traffic regulations.

Section 5.13 Adjacent Property Cross-Access Easement. The Association hereby declares and grants to the owner(s) of "Adjusted Tract 18" located adjacent to the Property and depicted on that Map of Survey No. T-58D entitled "Minor Boundary Adjustment Between Properties of Jackson Teton County Housing Authority" and recorded in the Office of the Clerk of Teton County, Wyoming, and such owners' successors and assigns, for their use, in common with others entitled to use the same, a nonexclusive easement for the (i) passage of vehicles over and across the drives in the General Common Element, and (ii) for the passage and accommodation of pedestrians over and across

the parking, drives, and sidewalk areas, as such drives parking and sidewalks may from time to time be constructed and maintained for such use. Such easement rights shall be subject to the provisions contained in this Declaration.

ARTICLE VI. USE AND CONDUCT

Section 6.1 Framework for Regulation. The Governing Documents establish, as part of the general plan of development for the Property, a framework of affirmative and negative covenants, easements and restrictions which govern the Property. However, within that framework, the Board and the members of the Association must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology which inevitably will affect the Grove Condominiums, its Owners and residents. Therefore, this Article establishes procedures for establishing, modifying and expanding the Master Rules and Regulations.

Section 6.2 Rule Making Authority.

(a) Subject to the terms of this Section and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand any Rules and Regulations adopted by the Board, subject to this Section. The Board shall give notice to all Owners concerning any such proposed action at least five (5) business days prior to the meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at such meeting prior to such action being taken. Such action shall become effective after compliance with paragraph (b) below if: approved at a meeting of the Members by more than sixty percent (60%) of the total votes.

(b) At least thirty (30) days prior to the effective date of any action taken under subsection (a) of this Section, the Board shall send a copy of the new rule or explanation of any changes to the Rules and Regulations to each Owner specifying the effective date. The Association shall provide, without cost, a copy of the Rules and Regulations then in effect to any requesting Member or Mortgagee.

Section 6.3 Allocation of Burdens and Benefits. No rule shall alter the allocation of financial burdens among the various Units or the rights to use the Common Elements to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Elements available to the Owners, from adopting generally applicable rules for use of the Common Elements, or from denying use privileges to those who abuse the Common Elements or violate the Governing Documents. This provision does not affect the right to increase the amount of Assessments as provided by Article IX.

Section 6.4 Owners' Acknowledgement and Notice to Purchasers. All Owners are given notice that use of their Unit is limited by the Governing Documents, specifically including without limitation the Master Rules and Regulations, as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed for their Unit acknowledges and agrees that the use and enjoyment and marketability of his Unit can be affected by the Governing Documents and that the Governing Documents may change from time to time. All

purchasers of a Unit are on notice that changes may have been adopted by the Association that are not recorded in the Public Records. Copies of the current Governing Documents may be obtained from the Association.

Section 6.5 Displays. Without prior written consent of the Board, Owners shall not permit any sign to be displayed to the public view, either from within the Unit or from the appurtenant Common Elements, including without limitation commercial, political, "for sale", "for rent", informational or directional signs, devices or nameplates. This restriction shall not apply to traffic signs, unit designations, project designations, or similar signs displayed by the Board, or to temporary signage to caution or warn of danger.

Section 6.6 Nuisance. No noxious or offensive activity shall be carried on within or upon any Unit or Common Element, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owner(s) in the enjoyment of their Unit(s), or in their enjoyment of the Common Elements. No sounds shall be emitted on any part of the Property that is unreasonably loud or annoying.

Section 6.7 Domestic Animals. Each Unit shall be entitled to maximum of one (1) dog and one other Household Pet (the term Household Pet means generally recognized Household Pets other than a dog, such as cats, fish, birds, rodents, and non-poisonous reptiles), except that only one (1) of the Household Pets may be a dog and so long as such pets are not kept for any commercial purpose, do not cause an unreasonable amount of noise, odor, or do not otherwise become a nuisance to other Owners. All Owners or Occupants with household pets shall keep the animals restrained and controlled at all times so they do not cause a nuisance to others and do not harass or endanger wildlife. For purposes of this Section, "nuisance" means any noisy animal, any vicious animal, or any animal which chews, tears, digs in or scratches, litters or soils, destroys, or in any other manner injures clothing, garbage containers, gardens, flower beds, lawns, trees, shrubbery, or any other personal or real property within the Property. Excessive, continued, or untimely barking, molesting passersby, chasing vehicles, habitually attacking other animals, trespassing upon private property in such a manner as to damage property shall also be deemed a nuisance. For purposes of this Section, a "noisy animal" means any animal which habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person. The Association, the Board, or its designee may require an Owner, at its own expense, to remove a pet determined by the Association to be a nuisance pet and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Unit and remove the nuisance pet and any such action shall not be deemed a trespass, and the cost therefor shall be levied against the offending Owner as a Specific Assessment. In the event the Board removes such an animal, the animal shall be kenneled and the cost therefor shall be levied against the offending Owner as a Specific Assessment.

No Owner or keeper of any animal who is visiting or working on the Property shall be permitted to allow such animals to run free. Also, no pet or animal shall be restrained by leash, cord, chain, rope, or other attachment fixed to any vehicle, post, tree, or other structure or object within the Property thereby allowing such animal to become a nuisance or interfere with pedestrian or vehicular traffic within the Property.

The Owner of a Unit where a household pet is kept, as well as the legal owner of the pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of roads or other Units necessitated by such pet.

The Association shall have, and is hereby given, the right and authority to determine in its sole discretion that Household Pets are being kept for commercial purposes, or are otherwise a nuisance to other Owners or Occupants, or that an Owner or Occupant is otherwise in violation of this Section, and to take such action or actions as it deems reasonably necessary to remedy the violation.

All animals not considered to be a domestic Household Pet, including, but not limited to pigs, poultry, fowl, wild animals, cattle, sheep and goats, are prohibited from being maintained or cared for on the Property or in a Unit.

6.8 Fencing. Except for the fencing approved by the Board and installed in the LCE-Yard, no fence, gate, hedge or wall shall be erected or maintained by an Owner. The right to fence the Property is reserved by the Association.

6.9 Prohibited Uses. The following uses are prohibited on the Common Elements and the Units:

(a) Non residential uses, except for home occupation uses permitted by the applicable zoning and land use regulations.

(b) The construction or location of any buildings, decks, patios, structures or accessory structures except for the Units and those structures constructed in accordance with the Plats.

(c) Dredging, mining, excavation, or the exploration for, extraction or processing of oil and gas or minerals, or the removal or processing of rock, sand and gravel.

(d) Off-road use of vehicles and off-trail use of any form of motorized transportation, except for motorized wheelchairs and the use of vehicles to respond to emergencies.

(e) The construction of any roads, driveways, and parking areas or places not depicted on the Plats, except as may be reserved by the Association herein or on the Plats.

(f) The storage of recreational vehicles or equipment (including, but not limited to boats, campers, and motor homes), furniture, and any other items or structures, and the dumping or storing of ashes, trash, garbage, junk, or other unsightly or offensive materials so as to be visible from another Unit or the Common Area.

(g) Clearing, grading or other movement of the natural topography of the land except such clearing for safety purposes (e.g. deadfall along roads, or next to other structures), or clearing for the fire safety based on an improved fire management plan.

(h) The storage of garbage except in designated spaces within the General Common Element as designated on the Plats. No garbage or other materials shall be set out in such a manner to allow persons, vehicles, animals, or weather to scatter such garbage or other materials on the Property.

(i) No hot tubs are permitted.

(j) Use of all other services and amenities on the Property, shall be managed by the Association and be subject to the Rules and Regulations.

(k) No hunting or discharge of firearms shall be permitted on any portion of the Property. No discharge of firecrackers or other fireworks shall be permitted on any portion of the Property; provided, however, the Board shall have no obligation to take action to prevent or stop such discharge.

(l) No exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be installed or erected by or at the direction of an Owner. Notwithstanding the foregoing, the Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for each building.

(m) The following items are prohibited from being attached, stored and/or erected in any manner by an Owner on or within the Common Elements: sunshades, bicycles or any other recreational device (including kayaks, ski equipment or playground equipment and toys), trash containers, or any similar items, and paint, highly flammable materials, food products and any item that attracts vermin or produces an odor.

(n) Any alteration to the exterior surfaces of the Buildings.

(o) The alteration or addition of decking, fences or landscaping within the Common Elements.

6.10 Vehicle Parking, Storage, Operation and Repair.

(a) No boats, trailers, buses, motor homes, campers (on or off supporting vehicles), trucks, snowmobiles, recreational vehicles, golf carts, abandoned or inoperable vehicles (as defined below), or any other similar vehicles (excepting operating passenger automobiles and one ton or smaller trucks) shall be stored in or upon the Common Elements, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on the Common Elements. This restriction shall not prevent the non-commercial washing and polishing of vehicles and boats, together with activities normally incidental thereto in the LCE – Carport.

(b) An “abandoned or inoperable vehicle” shall mean any motorized vehicle which does not display a current valid motor vehicle license and registration tag or which has not been driven under its own propulsion for a period of two (2) weeks or longer (excepting otherwise permitted vehicles parked by an Owner or Occupant on their Unit's Limited Common

Element - Carport while on vacation or during a period of illness), or which does not have an operable propulsion system within the vehicle.

(c) In the event that the Board shall determine that a vehicle is abandoned or inoperable, or is otherwise in violation of the provisions of this Section, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained), and if the offending vehicle is not removed within seventy-two (72) hours thereafter, the Board shall have the right to have the offending vehicle removed and stored, at the sole expense of the Owner of the Unit number associated with the Limited Common Element on which the vehicle is located and to enter upon such LCE for such purpose, all without liability on the part of the Board.

(d) Parking of vehicles in designated Limited Common Element – Carport, as specified on the Final Plats, shall be permitted.

ARTICLE VII. THE ASSOCIATION

Section 7.1 Administration of Property; Creation of Association; Adoption of Bylaws. The Association shall administer the Property in accordance with the Act and the Governing Documents through its Board which shall adopt the Bylaws.

Section 7.2 Membership. Every Owner shall be entitled and required to be a member of the Association. Upon acceptance of a warranty deed or other instrument of conveyance of title for a Unit, such Owner shall automatically become a member of the Association and shall have all of the rights and obligations of a member as provided herein and in the Governing Documents. Membership shall be appurtenant to the fee simple title to such Unit and shall be transferred automatically and immediately by conveyance of the Unit. If more than one person comprises the Owner, the membership appurtenant to that Unit shall be shared by all such persons in the same proportionate interest and by the same type of ownership as fee simple title to the Unit is held and all voting shall be exercised by an authorized representative of such multiple persons pursuant to the Bylaws. No person or entity other than an Owner may be a member of the Association, and the Association Bylaws always shall so state and shall in addition state that the memberships in the Association may not be transferred except in connection with the transfer of a Unit.

Section 7.3 Voting Rights. When Phase Three is completed, the total number of votes which may be cast by all members of the Association shall be forty-eight (48) and each Owner shall be entitled to one vote. Phase Three is being constructed and sold in three stages (8 units for each stage) and when a Unit in Phase Three is sold, the purchasing Owner will be entitled to vote on Association matters.

Section 7.4 Board of Directors. The affairs of the Association shall be managed by the Board which may, by resolution, delegate any portion of its authority in accordance with the Declaration and the Bylaws. Beginning with the first Board election subsequent to the recordation of this instrument and continuing at all times thereafter, at least one Owner who lives in Phase Two and at least one Owner who lives in Phase Three shall be Directors on the Board. In the event no qualified Member is eligible or willing to fill a Board position reserved for a Phase of the

development, there shall be a second nomination process and if again the Board position is not filled as set forth above, then any Member may be elected to fill the vacant Board position at that election, without regard to their Unit Ownership in one phase or another.

ARTICLE VIII. CERTAIN RIGHTS, POWERS AND RESPONSIBILITIES OF THE ASSOCIATION

Section 8.1 Powers of the Board of Directors of the Association. Subject to the provisions of the Declaration and the other Governing Documents, the Board shall have the powers enumerated in the Bylaws and provided herein or by the governing laws of the State of Wyoming for boards of directors of nonprofit corporations.

Section 8.2 Management, Control and Maintenance of the Common Elements. The Association, subject to the rights and duties of the Owners set forth herein, shall be responsible for the exclusive management, control, maintenance, repair and replacement of the Common Elements (including without limitation LCE – Carport, LCE – Yard and LCE - Neighborhood) and all improvements thereon, and shall keep the same in good, clean, safe, sanitary and attractive condition, order and repair consistent with or exceeding the Community-Wide Standard. The cost of such management, control, maintenance, repair and replacement by the Association shall be paid by the members of the Association as Regular Assessments, Special Assessments, Neighborhood Assessments or Specific Assessments as provided herein. Such maintenance and repair shall include landscaping services, including mowing of the GCE if necessary (but not mowing of LCE-Y), snow removal and the like.

The Association shall have the right to grant easements for utility and access purposes over, upon, across, under, or through any portion of the Common Elements and each Owner hereby, and by acceptance of a deed for a Unit hereafter, irrevocably appoints the Board as their attorney-in-fact for such purpose.

Section 8.3 Maintenance and Repair of Units Each Owner has the responsibility to maintain, repair and replace such Owner's respective Unit at or exceeding the Community-Wide Standard. To the extent an Owner does not so maintain such Owner's Unit, the Association may so maintain and repair the Unit, and such Owner shall be assessed, as a Specific Assessment, the cost of such maintenance, repairs or replacements.

Each Owner shall keep their Unit and its appurtenant Limited Common Elements in good, clean, safe, sanitary and attractive condition, order, and repair during any period of Owner use, and shall promptly notify the Association of any need for maintenance, repair or replacement to the Common Element.

Section 8.4 Delegation of Powers and Responsibilities of Association. The Association or the Board may obtain and pay for the services of the Managing Company to manage its affairs, or any part thereof, including without limitation legal, accounting, management, marketing, maintenance, electrical, water, sewer, and trash collection services, to the extent it deems advisable for the proper operation of the Property, whether such personnel are furnished or

employed directly by the Association or any other person or entity with whom or which it contracts.

Section 8.5 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners, and subject to the limitations on use contained within the Governing Documents.

Section 8.6 Master Rules and Regulations. As set forth in this Declaration, the Association may make reasonable rules and regulations governing the use of the Units, the General Common Elements and the Limited Common Elements, which Master Rules and Regulations shall be consistent with the rights and duties established in this Declaration.

Section 8.7 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 8.8 Amplification. The provisions of this Article are amplified by the Bylaws; provided, however, that no present or future provision of such Bylaws shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

Section 8.9 Limitation on Association's Liability. The Association shall not be liable for any failure of any service to be obtained and paid for by the Association, or for injury or damage to person or property caused by the elements or by another Owner or person in the Buildings, or resulting from the electricity, water, rain, snow, or ice which may leak or flow from outside or from any parts of the Buildings or the Common Elements, including any of the pipes, drains, conduits, appliances or equipment thereof, or from any other place, unless caused by the gross negligence of the Association. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs, maintenance, or improvements to the Property or the Common Elements or any part thereof, or from any action taken to comply with any law, ordinance, or orders of a governmental authority.

Section 8.10 Enforcement of Governing Documents.

a. In General. In the event that any Owner, Occupant or any other person fails to comply with any of the provisions of the Governing Documents, the Association and any Owner shall have full power and authority to enforce compliance with such instruments or documents, in any manner provided for therein, at law or in equity, including, without limitation, the right to (i) enforce the Governing Documents by charging a fine for each violation as the same is further described in the Master Rules and Regulations, (ii) commence an action for damages, to enjoin the violation or specifically enforce the liens provided for herein and any statutory lien provided by law, including the foreclosure of any such lien and the appointment of a receiver for an Owner and the right to take possession of the Unit of any Owner in any lawful manner; (iii)

require an Owner, at such Owner's expense, to remove any non-complying structure or improvements on such Owner's Unit and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Unit, remove the violation and restore the Unit to substantially the same condition as previously existed and any such action shall not be deemed a trespass; (iv) without liability to any person, preclude any contractor, subcontractor, agent, employee or other invitee of a Owner who fails to comply with the terms and provisions of the Governing Documents from continuing or performing any further activities on the Property; and (v) levy Specific Assessments to cover costs incurred by the Association to bring a Unit into compliance with Governing Documents.

In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, the Association may record a notice of violation in the Public Records or perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner as a Specific Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action

All sums payable pursuant to this Declaration that become delinquent shall bear interest at a rate determined by the Board, but in no event shall such rate be more than 1.5 percent per month or the then-maximum rate permitted by law, whichever is less, commencing on the date such payment becomes delinquent or, if advanced or incurred by the Association or another person pursuant to authorization contained in this Declaration, commencing 30 days after repayment is requested.

Each Person who becomes delinquent in the payment of any amount due the Association shall pay to the Association a late charge of \$5.00 per day of such delinquency or such other amount as may be determined by the Board from time to time, for each payment that is delinquent. Each Person who becomes delinquent in the payment of any amount due the Association shall be liable for all reasonable costs and attorney's fees incurred by the Association with respect to collection of all delinquent amounts, which costs and fees shall be the personal obligation of each Owner at the time each Assessment becomes due and payable and shall be a lien and charge upon the Unit against which the Assessment is made.

All enforcement powers of the Association shall be cumulative. The failure of the Association to enforce any provision of the Governing Documents shall not operate as a waiver by the Association to enforce such provision or any other provision of the Governing Documents in the future against the violating Owner or other individual or against any individual in the future.

The Association, by contract or other agreement, may enforce applicable city and county ordinances, if applicable, and permit Town of Jackson, Wyoming to enforce ordinances within the Property for the benefit of the Association and its Members.

b. Suspension of Rights and Privileges. In amplification of, and not in limitation of, the general powers specified in this Declaration, the Association through its Board shall have the following rights and powers, in addition to those set forth in the Act:

If a Person shall be in breach of the Governing Documents, including but not limited to the failure of that Owner to pay any Assessment attributable to, or incurred in connection with, a Unit on or before the due date therefore, or for the failure of a successor-in-title of a Unit to promptly cure any past due Assessments or other amounts due and owing to the Association, whether or not the obligation to pay for such Assessments or other amounts due arose prior to the time such successor-in-title obtained such Unit, the Association may suspend that Owner's rights and privileges arising from the ownership of such Unit including, but not limited to, the right to participate in any vote or other determination provided for herein and the right to any nonessential services including cable or satellite television service or internet access or the like, and may assess monetary penalties as may be provided herein, in the Master Rules and Regulations, in the Bylaws or other Governing Documents.

No suspension of rights and privileges, except a suspension of privileges for the failure of a Person to pay any Assessments, any portion thereof or any other amount due on or before the due date therefore, and no imposition of monetary penalties shall be made except after a meeting of the Board duly called and held for such purpose.

Written notice of such meeting, the purpose thereof, including the reasons for the suspension sought or the monetary penalties sought to be imposed, and whether the Person's defense shall be oral or written, shall be given to the Person at least 15 days prior to the date of the meeting. The Person shall be entitled to appear at that meeting and present his or her case, either orally or in writing as designated by the Board, as to why his or her privileges should not be suspended or monetary penalties imposed.

The decision as to whether rights and privileges should be suspended or monetary penalties imposed shall be made by a majority of the Board present at that meeting. Written notice of suspension or monetary penalties imposed, the reasons therefor and the length or amount thereof shall be given to the Person, and the suspension or penalties shall become effective on the date such notice is given, which date shall be not less than three days after the date of such meeting.

If a suspension of rights and privileges or imposition of monetary penalties is based:

(i) on the failure of a Person to pay Assessments or any other amount due when due attributable to, or incurred in connection with a Unit, the suspended rights and privileges of that Person with respect to the Unit shall be reinstated automatically at such time as payment is received by the Association, in cash or by electronic funds transfer or certified check, of all amounts past due as of the date of the reinstatement and all monetary penalties imposed, together with accrued and unpaid interest and any late charges imposed which are attributable to, or were incurred in connection with, such Unit.

(ii) on any act or omission other than the failure of a Person to pay Assessments or any other amount due when due, the suspended rights and privileges shall be automatically reinstated upon the earlier of expiration of the period stated in the suspension notice or payment of the monetary penalties imposed.

c. **Enforcement of Association's Rights**. The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

d. **Indemnification of Officers, Directors and Others**. The Association shall indemnify any of its officers or directors who are made a party to any legal proceeding because of that person's position as officer or director, so long as the officer or director acted in good faith and not in willful disregard of its duties.

e. **Provision of Services**. The Association is authorized but not obligated to enter into and terminate, in the Board's discretion, contracts or agreements with service providers, to provide services to and facilities for the Members of the Association and their guests, lessees and invitees and to charge use and consumption fees for such services and facilities. By way of example, some services which might be offered include property management services, snow removal, trash and recycling removal, landscape maintenance, pest control, utilities, and similar services.

ARTICLE IX. ASSESSMENTS

Section 9.1 Members' Obligations to Pay Assessments and Other Amounts. Each Owner shall be deemed to covenant and agree with each other and with the Association, to pay the Association all Assessments, whether Regular Assessments, Special Assessments, Neighborhood Assessments or Specific Assessments, made by the Association for the purposes provided in this Declaration, as well as such reasonable and uniformly applied charges for use of the Property and reasonable and uniformly applied fines imposed for violation of the Master Rules and Regulations adopted by the Association as provided in this Declaration. Such Assessments shall be fixed, established and collected from time to time, as provided in this Declaration.

Section 9.2 Regular Assessments. The regular assessments against all Units within the Property (the "Regular Assessments") shall be based upon advance estimates of cash requirements of the Association to provide for the payment of all costs and expenses arising out of or connected with the following: (i) the administration and/or management of the Property; (ii) the maintenance, operation repair and replacement of the Common Elements; (iii) taxes and special assessments from governmental or quasi-governmental entities or agencies unless and until Units are separately assessed; (iv) premiums for all insurance which the Association is required or permitted to maintain hereunder; (v) wages of and other costs associated with Association managers, employees or contractors; (vi) legal, audit and accounting fees; (vii) amounts necessary to eliminate any deficit remaining from a previous period; (viii) creation of a reasonable reserve fund ("Reserve Fund") for periodic maintenance, repair and replacement of the Common Elements and for future capital expenditures for the Common Elements; (ix) all costs associated with the Annual Meeting; and (x) any other operating, administrative and management costs, expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration or pursuant to the affirmative vote of the members of the Association pursuant to this Declaration or the Bylaws. All of the foregoing shall be referred to herein as the "Common

Expenses", which Common Expenses shall be assessed to the Owners in the following two general categories:

a. **General Common Expenses.** The General Common Expenses shall include the Common Expenses.

b. **Reserve Fund.** The "Reserve Fund" shall include sums reserved for future capital expenditures for the Common Elements and funds to pay insurance deductibles, which reserve fund shall be assessed to all Units.

Section 9.3 Apportionment of Regular Assessments. The Regular Assessments pertaining to the General Common Expenses and Reserve Fund shall be apportioned based on percentage ownership of the General Common Elements as set forth in Exhibit A, subject to the following qualifiers: 1) for assessments for items not affected by occupancy (i.e. snow removal, site electricity, landscaping, management and legal fees, fire alarm maintenance, etc) the assessments will be apportioned in accordance with Exhibit A; 2) for assessments for items that are affected by occupancy (i.e. trash recycling, insurance, etc) the assessments are apportioned based on a percentage of total bedrooms in the Grove Condominiums and the Board shall decide whether an assessment is based on occupancy or not.

Section 9.4 Notice of Periodic Assessments; Time for Payment Thereof; and Interest. The Association shall assess Owners monthly (or such other periods as it may determine) for the Regular Assessments any Special Assessments or Specific Assessments consistent with an annual budget duly adopted by the Board. The Association shall provide notice of such periodic assessment to the Owners by any method authorized by the Bylaws or the Declaration. No payment shall be due less than thirty (30) days after written notice has been sent to the Owners. Failure of the Association to give written notice of the Assessment shall not affect the liability of the Owner of any Unit for such Assessment, but the date when payment shall be due in such case shall be deferred to a date thirty (30) days after such notice is sent to the Owners.

Section 9.5 Special Assessments. In addition to the Regular Assessments authorized by this Declaration, the Association may levy, at any time and from time to time, upon the affirmative vote of at least fifty-one percent (51%) of the total votes of all members of the Association, special assessments, payable over such period as the Association may determine, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of the Property or any part thereof, or any shortfall in the Reserve Fund, or for any other expense incurred or to be incurred as provided in this Declaration (the "Special Assessment"). This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof which shall make specific reference to this Section or by the affirmative vote of the members of the Association as provided herein. Any amounts assessed pursuant hereto shall be assessed to Owners in the same manner and the same proportion as the Regular Assessments.

Section 9.6 Neighborhood Assessments. The Board shall have the power to levy separate Neighborhood Assessments to the Owners in the Grove Phase Two and the Owners in the

Grove Phase Three (each Phase being treated as a separate neighborhood) for the following purposes: (1) maintaining, repairing and replacing the Limited Common Elements - Neighborhood; and (2) creating of a reasonable neighborhood reserve fund ("Neighborhood Reserve Fund") for the periodic maintenance, repair and replacement of the Limited Common Elements - Neighborhood. Neighborhood Assessments for Phase Two shall be apportioned amongst the Owners in Phase Two based on a percentage of total bedrooms in Phase Two. Neighborhood Assessment for Phase Three shall be apportioned equally amongst the Owners in Phase Three.

Section 9.7 Specific Assessments. The Association shall have the power to levy Specific Assessments (individually, the "Specific Assessment") against a particular Unit or limited number of Units as follows:

a. To cover costs incurred by the Association, including the payment of insurance deductibles on insurance policies held by the Association, to maintain or repair damage to a Unit or the Common Elements caused by the negligence or as a consequence of the conduct or lack of conduct of the Owner, their family members, agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Owner prior written notice and an opportunity for a hearing before levying any Specific Assessment;

b. To cover costs incurred by the Association for all routine, non-routine and preventative maintenance, repairs or replacements of a Unit.

Section 9.8 Lien for Assessments. All sums assessed to any Unit pursuant to this Declaration, including any penalties assessed herein for noncompliance with the Governing Documents, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association, which lien is perfected from and after the recording of this Declaration without the necessity of recording any notice of delinquency or notice of lien. Each default of an Owner for nonpayment of an amount assessed hereunder or for violation of the Owner's obligations under the Governing Documents shall constitute a separate basis for a demand or claim of lien. Such lien shall attach from the due date of the assessment and shall be superior to all other liens and encumbrances on such Unit except for: (a) valid tax and special assessment liens on the Unit in favor of any governmental assessing authority; (b) labor or materialmen's liens, to the extent allowed by law, (c) all sums unpaid on a first Mortgage, a first trust indenture, or contract for deed, of record, and (d) all sums unpaid on a second Mortgage held by Habitat or a mortgage servicing company utilized by Habitat. All other lienholders acquiring liens on any Unit after the recordation date of this Declaration shall be deemed to consent that such liens shall be inferior liens to future liens for assessments as provided herein, whether or not such consent is specifically set forth in the instruments creating such liens. The secured party under a valid Mortgage, duly recorded in the land records in the Office of the Clerk of Teton County, Wyoming as to a Unit, shall be entitled to cure a default in payment of Assessments by paying all past due Assessments.

The Association may prepare a written notice of assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record owner of the Unit, and a description of the Unit. Such notice shall be signed by the Association, and may be recorded

in the land records in the Office of the Clerk of Teton County, Wyoming if such assessment is more than sixty (60) days past due. Such lien may be enforced by power of sale by the Association after failure of the Owner to pay such assessment in accordance with its terms, such sale to be conducted in the manner permitted by law in Wyoming for the foreclosure of liens against real estate or in any other manner permitted by law. In any such foreclosure as to a Unit, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of recording the notice of assessment, and all reasonable attorneys' fees associated therewith. All such costs and expenses shall be secured by the lien being foreclosed as to the Unit. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due prior to commencement of foreclosure and during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to thereafter acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the Unit as the Owner thereof. The purchaser at any sale shall obtain title to the Unit after the expiration of any applicable period of redemption subject to, and shall be jointly and severally liable with the Owner foreclosed upon with respect to all Assessments and other sums due or performance claimed, subject to the provisions of the Governing Documents. No sale or transfer shall relieve the Unit or the purchaser thereof from liability for any Assessments, other payments or performance thereafter becoming due or from the lien therefore as provided for in this Section. All sums assessed hereunder but still unpaid shall also remain the obligation of and shall be payable by the Owner foreclosed upon.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the land records in the Office of the Clerk of Teton County, Wyoming upon payment of all sums secured by a lien which has been made the subject of a recorded notice of assessment.

Section 9.9 Personal Obligation of Owner. The amount of any Regular Assessment, Special Assessment, Neighborhood Assessment or Specific Assessment against any Unit shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosure or waiver of the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Common Elements or by abandonment of his/her Unit. Any purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

Section 9.10 Estoppel Certificate. Upon payment of a reasonable fee and upon five (5) business days written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Unit, the Association shall issue an estoppel certificate setting forth the amount of the unpaid Assessments including penalties, fees and interest accrued and due, if any, with respect to such Unit, whether Regular Assessments, Specific Assessments, Neighborhood Assessments or Special Assessments, the amount of the current Regular Assessment and the date that such assessment becomes or became due, credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums, which certificate shall be conclusive upon the Association in favor of persons who rely thereon in good faith that no greater amounts were then due or accrued and unpaid, with the exception that any damage done

to a Unit after the date of the estoppel certificate shall create an assessment against the Unit and shall not be foreclosed by the change in ownership of such Unit or the issuance of the estoppel certificate and shall be assessed to the Unit, regardless of the ownership thereof, pursuant to this Declaration.

Section 9.11 Assessment for Payment of Insurance Deductible. The deductible, if any, on any insurance policy held by the Association or the Board shall be paid by the Association and assessed to the Owners as a Common Expense in the event that the cause of any damage or destruction of any portion of the Condominium originated in or through the Common Elements or an apparatus located within the Common Elements; provided, however, that the Association or the Board may assess any deductible amount necessitated by either the intentional act or omission, negligence, abuse, misuse or neglect of an Owner, or his or her family, guest, tenant or the family or guest of such tenant, against such Owner as a Specific Assessment hereunder. In the event that the cause of any damage or destruction to any portion of the Condominium originated in or through a Unit or any component thereof, then the deductible shall be paid by the Association and the amount therefore shall be assessed against the Owner of such Unit as a Specific Assessment hereunder.

Section 9.12 Budgeting and Allocating Common Expenses. At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses and Neighborhood Expenses, for the coming year, including any contributions to be made to a reserve fund pursuant to this Article 9. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Units, and the amount to be generated through the levy of Regular Assessments, Special Assessments, Neighborhood Assessments and Specific Assessments against each.

The Board shall send a copy of the final budget, together with notice of the amount of the Regular Assessment and Neighborhood Assessments to be levied pursuant to such budget, to each Owner, the Jackson/Teton County Affordable Housing Department ("Housing Department"), and Habitat for Humanity of the Greater Teton Area ("Habitat") not less than forty-five (45) nor more than sixty (60) days prior to the effective date of such budget; provided, however, if the Regular Assessment or Neighborhood Assessment is increased from the previous year's Regular Assessment or Neighborhood Assessment, the Board shall send notice of the increase to the Homeowners not less than thirty (30) nor more than sixty (60) days prior to the increased Regular Assessment or Neighborhood Assessment becoming due. Such budget and assessment shall thereafter become effective unless objected to in writing by an Owner within ten (10) days of the effective date of the budget.

Failure of the Members to approve a budget or failure of the Board to fix assessment amounts or rates or to send to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

The Board may revise the budget and adjust the Regular Assessment and Neighborhood Assessment from time to time during the year, subject to the notice requirements and the limitations contained herein.

Section 9.13 Budgeting for Reserves. The Board shall prepare and review at least annually a reserve budget for capital expenses of the Association. The budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period. Housing Department and Habitat shall each have the right to revise and approve the reserve budget to the extent Housing Department or Habitat determines in its reasonable discretion is necessary to adequately maintain the replaceable assets.

ARTICLE X. INSURANCE

Section 10.1 Types and Form of Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in the State of Wyoming.

a. Property Insurance. The Association shall obtain a policy or policies of insurance against damage or destruction of the Common Elements and the portion of the Units considered to be attached to the Building (including without limitation the interior walls and partitions, ceilings, cabinetry, fixtures, carpeting and other attached flooring, windows and doors, and excluding without limitation artwork, appliances and mirrors that are attached to the interior of the Units) and the equipment, supplies and other personal property of the Association. Such property insurance shall be in accordance with the coverage customarily maintained by other condominium properties similar in construction, design and use, and at least equal to such coverage as is commonly required by prudent institutional mortgage investors in the area. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, theft, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection, but in any event shall consist of a policy written on an open perils basis to provide the broadest coverage possible. The Association may comply with the above requirement by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice. The policy shall be in an amount equal to 100% of current replacement cost of the Property, exclusive of land, foundation, excavation and other items normally excluded from coverage.

The Property Insurance shall be carried in a form or forms naming the insured as the Association for the use and benefit of all Owners. The loss payable shall be in favor of the Association as trustee for each Owner and the Owners' Mortgagee(s), and the parties shall be beneficiaries of the policy in equal shares, prior to any ratio adjustments. Each policy shall provide a standard, non-contributory mortgagee clause in favor of each Mortgagee or insurer or guarantor of a Mortgage, in a form commonly accepted by private institutional mortgagors in the area. Each policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after forty-five (45) days prior written notice is first given to the Association. If the foregoing

terms are not commercially feasible, then the Association shall be permitted to negotiate the best commercially reasonable terms available. The Association shall, upon request, furnish to each Owner or Mortgagee a certificate of coverage, including an identification of such Owner's interest.

b. General Liability Insurance. The Association shall obtain a broad form of comprehensive general liability insurance coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include, without limitation, all of the Common Elements and public ways of the Property, including death, liability for personal injuries, property damage, liability of the Association, its officers, Directors, employees and the Managing Company arising with the ownership, operation, maintenance, administration, management, use or occupancy of the Property, and liability arising out of lawsuits related to employment contracts of the Association, as well as such other riders customarily covered with respect to similar condominiums. The combined single limits of such insurance policies shall be not less than One million dollars (\$1,000,000.00) with respect to personal liability and with limits of not less than One million dollars (\$1,000,000.00) for each accident with respect to property damage liability.

The general liability insurance shall name the Association, its directors, officers, managers and assignees, each Owner, and shall protect each insured against liability for acts of the Association in connection with the ownership, operation, maintenance or other use of the Property or the Buildings. Each such policy shall provide that it cannot be cancelled either by the insured or by the insurance company until after forty-five (45) days written notice to the Association. If the foregoing terms are not commercially feasible, then the Association shall be permitted to negotiate the best commercially reasonable terms available.

c. Officers and Directors Coverage. To the extent not otherwise provided, the Association shall obtain errors and omissions or similar insurance coverage protecting the officers and directors on the Board of the Association.

d. Details of All Policies. The Association shall be required to secure insurance policies that will provide for the following:

(i) that the insurer shall waive subrogation as to any claims against the Association, the Owners and their respective servants, agents and guests;

(ii) the policy or policies on the Property cannot be cancelled, invalidated, or suspended on account of the conduct of one or more individual Owner not in control of the Owners collectively;

(iii) that the policy or policies on the Property cannot be cancelled, invalidated, or suspended on account of the conduct of any director on the Board, officer or employee of the Association without a prior demand in writing that the Association cure the defect;

(iv) that any "no other insurance" clause in the policy or policies on the Property exclude individual Owner's policies from consideration;

(v) a "special condominium endorsement" or its equivalent;

(vi) if available, the policies shall contain an "agreed amount endorsement" and an "inflation guard endorsement."

e. **Additional Coverage.** The provisions of this Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required by this Declaration, in such amounts and in such forms as the Association shall deem appropriate from time to time.

Section 10.2 Owner's Individual Insurance. Each Owner shall obtain content insurance coverage for such Owner's Unit in an amount no less than 100% of the cost to replace the contents of the Unit to the extent not covered by the Association's insurance in the event of damage or destruction. The premium and deductible costs associated with such Owner's individual insurance shall be paid by the Owner. All such insurance of the Owner's Unit shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents, and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation. Each Owner shall be responsible for providing proof of such insurance to the Association; provided, however, that the Association shall not be responsible for ensuring that each Owner has such insurance. Any minimum dollar amount limitations provided herein may be increased from time to time by resolution of the Association to account for increases in the costs of replacement or reconstruction or increases in the perceived levels of liability.

Section 10.3 Adjustment. Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Board.

Section 10.4 Contribution. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by the individual Owners or their Mortgagees.

Section 10.5 Review of Insurance. The Board shall review annually the coverage and policy limits of all insurance coverage on the Buildings and adjust the same at its discretion. Such annual review may, but shall not be required to, include an appraisal of the improvements on the Property by a representative of the insurance carrier or carriers providing the policy or policies on the Property, or such other qualified appraisers as the Board may select, and the cost thereof shall be assessed to the Owners as a Common Expense hereunder.

Section 10.6 Actions Affecting Cost and Coverage of Insurance. No Owner shall permit anything to be done or kept in such Owner's Unit or in the General Common Elements which will result in increase of the cost or cancellation of insurance on any Unit or any part of the General Common Elements.

Section 10.7 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this

Article. The Association shall apportion the proceeds to the portions of the Property that have been damaged and shall determine the amount of the proceeds attributable to damage to the General Common Elements. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a determination that the Property shall not be rebuilt, the proceeds shall be distributed in the same manner herein provided in the event of sale of obsolete Units. Each Owner and each Mortgagee shall be bound by the apportionments of damage and of the insurance proceeds made by the Association pursuant hereto.

Section 10.8 Attorney in Fact. Where appropriate under applicable law, each Owner hereby, and by acceptance of a deed or other conveyance for a Unit thereby, appoints the Association, as attorney-in-fact for the purpose of purchasing and maintaining insurance, which shall include the power to collect and appropriately dispose of the proceeds thereof, negotiate losses and execute releases of liability, execute all documents and perform all other acts necessary to accomplish the provision and settlement of insurance coverage for the Property.

ARTICLE XI. DAMAGE OR DESTRUCTION

Section 11.1 Association as Attorney in Fact. All of the Owners irrevocably constitute and appoint, and acceptance by any grant of a deed from any Owner shall constitute appointment of, the Association as their true and lawful attorney in fact in such Owner's name, place and stead for the purpose of dealing with the Property upon its damage or destruction as hereinafter provided. As attorney in fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner that may be necessary or appropriate to exercise the powers herein granted, including the repair and reconstruction of the improvements to restore the Property to substantially the same vertical and horizontal boundaries, finish, furnishings and facilities that existed prior to the damage or destruction (the "Repair or Reconstruction").

Section 11.2 General Authority of Association. The proceeds of any insurance collected shall be available to the Association for the purpose of the Repair or Reconstruction unless Seventy-Five percent (75%) of the total votes of the Owners, and Mortgagees that represent at least Fifty-one percent (51%) of the votes of Units that are subject to mortgages, agree not to rebuild within one hundred (100) days after such destruction or damage.

Section 11.3 Estimate of Costs. As soon as practicable after an event causing damage to, or destruction of, any part of the Property, the Association shall obtain estimates that it deems reliable and complete of the costs of Repair or Reconstruction of that part of the Property damaged or destroyed.

Section 11.4 Repair or Reconstruction. As soon as practicable after receiving the estimates to complete the Repair or Reconstruction, the Association shall diligently pursue to completion of the Repair or Reconstruction of that part of the Property damaged or destroyed. The Association shall take all necessary or appropriate action to effect the Repair or Reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such Repair or Reconstruction shall be in accordance with the original

plans and specifications of the Property or may be in accordance with any other plans and specifications the Owners representing an aggregate of Seventy-Five Percent (75%) or more of the voting rights of the Association may approve. If damage is limited to a building in Phase Two or a building in Phase Three, the Repair or Reconstruction shall be in accordance with the original plans and specifications for that phase or may be in accordance with any other plans and specification the Owners representing an aggregate of Seventy-Five Percent (75%) or more of the voting rights of that phase may approve.

Section 11.5 Funds for Reconstruction. The proceeds of any insurance collected shall be available to the Association for the purpose of the Repair or Reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of the Repair or Reconstruction, the Association may levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of the Repair or Reconstruction. Such assessment shall be allocated and collected as provided in the Section titled Special Assessments herein except that the vote of the members of the Association as specified therein shall not be necessary. Further assessments may be made in like manner if the amounts collected prove insufficient to complete the Repair or Reconstruction. All such insurance proceeds and monies collected through assessments shall be considered a fund to pay the estimated or actual costs of the Repair or Reconstruction and shall be disbursed by the Association therefor.

Section 11.6 Decision Not to Rebuild; Partition and Distribution. If Seventy-Five Percent (75%) of the votes of all Owners, and Mortgagees that represent at least Fifty-One percent (51%) of the votes of Units that are subject to mortgages, agree not to rebuild after damage or destruction of the Property, the Association shall file with the County Clerk of Teton County, Wyoming a notice setting forth such facts and the following shall occur:

a. the Property shall be deemed to be owned in common by the Owners and each Owner's undivided interest in the Property shall be the percentage of undivided interest previously owned by such Owner in the General Common Elements;

b. any mortgages or liens against any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owner in the Property;

c. the Property shall be subject to an action for partition at the suit of any Owner, OR upon the affirmative vote of Seventy-Five Percent (75%) of the votes of all Owners at a meeting of the Owners duly called for such purpose, the Owners may elect to sell or otherwise dispose of the Property (and such action shall be binding upon all Owners and it shall be the duty of every Owner to execute and deliver such instruments and to perform all acts in such manner and form as may be necessary to effect such sale) in which event the net proceeds of any sale resulting from such suit or partition or vote of the Owners, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the General Common Elements in accordance with **Exhibit "A"** attached hereto, after first paying out of the respective share of each Owner, to the extent sufficient for the purposes, all sums due to

Mortgagees, as well as other holders of liens on the undivided interest in the Property owned by such Owner.

ARTICLE XII. CONDEMNATION

Section 12.1 Consequences of Condemnation. If, at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the Property shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof (hereinafter, a "Condemnation"), the following provisions shall apply.

Section 12.2 Proceeds. All compensation, damages, or other proceeds from a Condemnation (hereinafter the "Condemnation Award") shall be payable to the Association.

Section 12.3 Partial Taking. In the event that less than the entire Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: as soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated equally among the Owners and their Mortgagees as follows: (a) the total amount allocated to taking of or injury to the General Common Elements shall be apportioned equally among Owners, (b) the total amount allocated to severance damages shall be apportioned to those Condominium Units that were not taken or condemned, (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within her/his own Unit shall be apportioned to the particular Unit involved, (d) the total amount allocated to taking of a Limited Common Element - Neighborhood shall be apportioned equally to the Owners within that neighborhood, and (e) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by check payable to the respective Owners or their respective Mortgagees, as applicable.

Section 12.4 Complete Taking. In the event that the entire Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned equally among the Owners, provided that if a standard different from the value of the Property as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided for partial takings as provided herein.

Section 12.5 Reorganization. In the event a partial taking results in the taking of a complete Unit, if appropriate in the determination of the Association, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Units for amendment of this Declaration as provided herein.

Section 12.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XI above.

ARTICLE XIII. REVOCATION OR AMENDMENT

This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the Owners representing an aggregate of Seventy-Five Percent (75%) or more of the voting rights of the Association consent and agree to such revocation or amendment. Any such revocation or amendment shall be binding upon every Owner and Unit whether the burdens thereon are increased or decreased by any such amendment and whether or not the Owner of each and every Unit consents thereto. No amendment may remove, revoke, or modify any right or privilege of Declarant or Habitat without the written consent of said entities. Additionally, no amendment of a material adverse nature with respect to a Mortgagee shall be effective unless approved by Mortgagees that represent at least Fifty-One (51%) of the votes of Units that are subject to mortgages.

Notwithstanding the foregoing, 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 or agency determination; (ii) bring additional land and Units into the Property and Association; or (iii) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely and materially affect the title to any Unit unless the Owner thereof shall consent in writing.

ARTICLE XIV. DISPUTE RESOLUTION

Section 14.1 Consents for Association Litigation. Except as provided in this Section, the Association shall not commence a judicial or administrative proceeding without the approval of a majority of a quorum of the Owners, which quorum shall be established pursuant to the Bylaws. This Section shall not apply, however, to (a) actions brought by the Association to enforce the Declaration (including, without limitation, the foreclosure of liens); (b) the collection of Assessments; or (c) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 14.2 Alternative Method for Resolving Disputes. The Association, its officers, directors, and members, if any, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "Bound Parties")

and individually, the "Bound Party") agree to encourage the amicable resolution of disputes involving the Property, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes described in Section 14.3 hereof shall be resolved using the procedures set forth in Section 14.4 in lieu of filing suit in any court.

Section 14.3 Claims. Unless specifically exempted below, all claims arising out of or relating to the interpretation, application or enforcement of the Declaration, or the rights, obligations and duties of any Bound Party under the Declaration or relating to the design or construction of improvements on the Property (collectively, the "Claims" or individually, the "Claim") shall be subject to the provisions of Section 14.4.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 14.4:

(a) Any suit by the Association against a Bound Party to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration;

(b) Any suit between Owners, which does not include the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Declaration, if the amount in controversy exceeds five thousand dollars (\$5,000);

(c) Any suit in which any indispensable party is not a Bound Party;

(d) Any suit as to which the applicable statute of limitations would expire within one-hundred twenty (120) days of the Request for Resolution pursuant to Section 14.4, unless the party or parties against whom the Claim is made agree to toll the statute of limitations for such periods as may be reasonably be necessary to comply with this Article; and

Notwithstanding the foregoing, with the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 14.4

Section 14.4 Mandatory Procedures.

a. **Request for Resolution.** Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Request for Resolution"), stating plainly and concisely:

1. The nature of the Claim, including the Persons involved and Respondent;
2. The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
3. Claimant's proposed remedy;

4. That Claimant will meet with Respondent and Board's counsel to discuss in good faith ways to resolve the Claim;

5. That Respondent must respond to the Request for Resolution within thirty (30) days of its receipt or it will be deemed to have been rejected.

b. **Negotiation and Mediation.**

1. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Request for Resolution, the Board may appoint a representative to assist the Parties in negotiation.

2. If the Respondent rejects the Request for Resolution, or Parties do not resolve the Claim within ninety (90) days of the date of acceptance of the Request for Resolution (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have thirty (30) additional days to submit the Claim to mediation under the auspices of an independent mediation agency providing dispute resolution services in Teton County, Wyoming.

3. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

4. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

5. Within five (5) days of the Termination of Mediation, the Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent, and the Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Request for Resolution shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer. In this event, the Mediator shall issue a final written decision within ten (10) days of the last offer. This decision shall be non-binding on the parties and the parties legal remedies are preserved. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim as appropriate.

Section 14.5 Allocation of Costs of Resolving Claims.

a. Subject to Section 14.5(b), each Party shall bear its own costs, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator(s) ("Post Mediation Costs").

b. If the Claimant files suit or initiates administrative proceedings on the Claim and thereafter an award is ordered which is equal to or greater than Claimant's Settlement Demand, the Claimant shall be entitled to such award and the Claimant's Post Mediation Costs, such costs to be borne equally by all Respondents. If the Claimant files suit or initiates administrative proceedings on the Claim and thereafter an award is ordered which is less than any Respondent's Settlement Offer, such award shall be reduced by such Respondent's Post Mediation Costs, the benefit of which shall be allocated to such Respondent.

Section 14.6 Enforcement of Resolution. After resolution of any Claim, if any Party fails to abide by the terms of any agreement or award, then any other Party may file suit to enforce such agreement or award without the need to again comply with the procedures set forth in Section 14.4. In such event, the Party taking action to enforce the agreement or award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

Section 14.7 Board Authorization. The Board may perform any act reasonably necessary to institute, defend, settle, or intervene on behalf of the Association in binding arbitration, non-binding arbitration, mediation, litigation, or administrative proceedings in matters pertaining to (a) enforcement of the Governing Documents, (b) damage to the Common Elements, (c) damage to the Units which arises out of, or is integrally related to, damage to the Common Elements, or (d) any other civil claim or action. However, the Governing Documents shall not be construed as creating any independent legal duty to institute litigation on behalf of or in the name of the Association or its members.

ARTICLE XV. DECLARANT'S RIGHTS-EXPIRATION

The Declarant reserves the right to annex additional property into the development governed by this Declaration. The property to be annexed is to be platted as Phase Three built and constructed by Habitat. Phase Three will be platted in three separate filings of 8 units each. Each filing of Phase Three will change the Owner's percentage interest in the General Common Elements as set forth on Exhibit A and each filing will add additional General Common Elements into the development. The Declarant's reserved rights shall terminate at the conveyance of the last unit from the Declarant to a person or entity not affiliated with the Declarant.

ARTICLE XVI. MISCELLANEOUS

Section 16.1 Compliance with Provisions of Governing Documents. Each Owner shall comply with the provisions of the Governing Documents as the same may be lawfully amended from time to time. The Board reserves the right to fine Owners for non-compliance with

the Governing Documents, which fine shall be a Specific Assessment against that Owner's Unit as provided herein. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association on behalf of the Owners, or, in a proper case, by an aggrieved Owner. The prevailing party shall be entitled to an award of costs and attorney fees.

Section 16.2 Registration of Contact Information. Each Owner shall register his mailing and e-mail addresses and facsimile number with the Association and all notices or demands intended to be served upon any Owner shall be sent in the discretion of the Association by mail, postage prepaid, or by e-mail or by facsimile addressed in the name of the Owner at such registered mailing or e-mail addresses or facsimile number, unless the Owner requests, in writing, notification in another manner. Provided, however, if an Owner elects to receive notices by any form other than mail, email or facsimile, the Association shall not be liable for the Owner's receipt thereof. Each Owner is responsible for notifying the Association of a change in such Owner's contact information. All notices or demands intended to be served upon the Association shall be given by mail, postage prepaid, to the address of the Association as designated by the Board of Directors, unless the Association permits notification in another manner. All notices or demands to be served on Mortgagees pursuant thereto shall be sent by mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall be entitled to receive none of the notices provided for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section or when such notice is sent by e-mail or facsimile to the address or number provided by the Owner.

Section 16.3 Owner's Obligations Continue. All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that such Owner may have leased or rented such Owner's interest as provided herein, but the Owner of a Unit shall have no obligation for expenses or other obligations accruing after such Owner sells, conveys or otherwise transfers his entire interest in such Unit.

Section 16.4 Warranties. There is no express or implied warranty enforceable by an Owner or the Association against Declarant other than any claims for violation of applicable Teton County Uniform Building Code requirements that were not otherwise inspected, varied or waived by the applicable inspection authority.

Section 16.5 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 16.6 Statute. The provisions of this Declaration shall be in addition and supplemental to the Act and to all other provisions of law.

Section 16.7 Mortgagee Notice. If Mortgagee fails to respond to any written request for approval or consent within sixty (60) days after such Mortgagee receives such request, such Mortgagee shall be deemed to have approved or consented to the action noted therein, so long as

such request for approval or consent was delivered by certified or registered mail, with a "return receipt" requested.

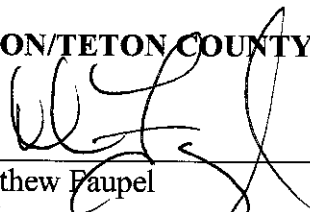
Section 16.8 First Mortgagee Rights Confirmed. Notwithstanding anything herein to the contrary, no provision herein shall give to an Owner, or any other party, priority over any rights of a first Mortgagee of a Unit pursuant to its mortgage in the case of payment to the Owner of insurance proceeds or condemnation awards for losses to or a taking of a Unit and/or the Common Elements.

Section 16.9 Unpaid Dues. Any first Mortgagee who obtains title to a Unit pursuant to other remedies in a mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title the Unit by the Mortgagee. If the Association's lien priority includes costs of collecting unpaid dues, the lender will be liable for any fees or costs related to the collection of the unpaid dues.

Section 16.10 Rights of Condo Mortgagees and Guarantors. Any and all Mortgagees shall have the right request to the Association to timely written notice of: (i) any condemnation or casualty loss that affects either a material portion of the Property or the Unit securing its mortgage; (ii) any 60-day delinquency in the payment of assessments or charges owed by an Owner of a Unit on which it holds the Mortgage; (iii) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of Mortgagees.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year first above written.

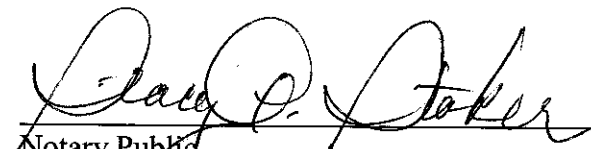
JACKSON/TETON COUNTY HOUSING AUTHORITY:


By: Matthew Faupel
Its: Chairman

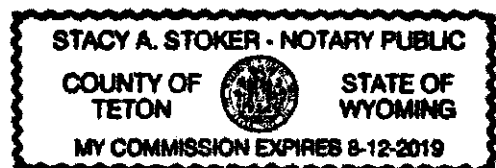
STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the 8th day of October, 2018, the foregoing instrument was acknowledged before me by Matthew Faupel, as the Chairman of the Jackson/Teton County Housing Authority.

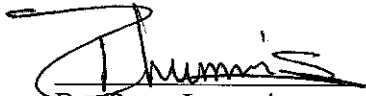
Witness my hand and official seal.


Notary Public

(Seal)



Habitat for Humanity of the Greater Teton Area, Inc.:



By: Patty Lummis

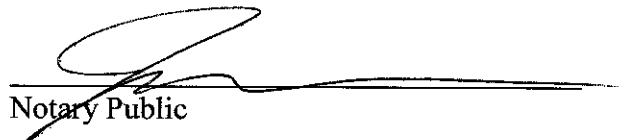
Its: President

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

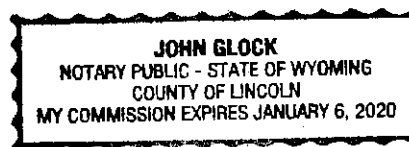
On the 8th day of OCT, 2018, the foregoing instrument was acknowledged before me by Patty Lummis, as the President of Habitat for Humanity of the Greater Teton Area, Inc.

Witness my hand and official seal.

(Seal)



Notary Public



Grove Phase 3 First Filing
Exhibit A
to
Condominium Declaration for the Grove
Condominiums

General Common Elements Ownership

Unit	Ownership Percentage of Common Elements
101	1/32
102	1/32
103	1/32
104	1/32
201	1/32
202	1/32
203	1/32
204	1/32
301	1/32
302	1/32
303	1/32
304	1/32
401	1/32
402	1/32
403	1/32
404	1/32
501	1/32
502	1/32
503	1/32
504	1/32
601	1/32
602	1/32
603	1/32
604	1/32
701	1/32
702	1/32
703	1/32
704	1/32
801	1/32
802	1/32
803	1/32
804	1/32

Grove Phase 3 Second Filing
Exhibit A
to
Condominium Declaration for the Grove
Condominiums

General Common Elements Ownership

Unit	Ownership Percentage of Common Elements
101	1/40
102	1/40
103	1/40
104	1/40
201	1/40
202	1/40
203	1/40
204	1/40
301	1/40
302	1/40
303	1/40
304	1/40
401	1/40
402	1/40
403	1/40
404	1/40
501	1/40
502	1/40
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701	1/40
702	1/40
703	1/40
704	1/40
801	1/40
802	1/40
803	1/40
804	1/40
901	1/40
902	1/40
903	1/40
904	1/40
1001	1/40
1002	1/40
1003	1/40
1004	1/40

Grove Phase 3 Third Filing
Exhibit A
to
Condominium Declaration for the Grove
Condominiums

General Common Elements Ownership

Unit	Ownership Percentage of Common Elements
101	1/48
102	1/48
103	1/48
104	1/48
201	1/48
202	1/48
203	1/48
204	1/48
301	1/48
302	1/48
303	1/48
304	1/48
401	1/48
402	1/48
403	1/48
404	1/48
501	1/48
502	1/48
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901	1/48
902	1/48
903	1/48
904	1/48
1001	1/48
1002	1/48
1003	1/48
1004	1/48
1101	1/48
1102	1/48
1103	1/48
1104	1/48
1201	1/48
1202	1/48
1203	1/48
1204	1/48

**FIRST AMENDMENT TO
THE AMENDED AND RESTATED CONDOMINIUM DECLARATION
for
THE GROVE CONDOMINIUM OWNER'S ASSOCIATION**

GRANTOR: JACKSON/TETON COUNTY HOUSING*

GRANTEE: THE PUBLIC

Doc 0985690 Filed At 16:29 ON 02/07/20

Sherry L. Daigle Teton County Clerk fees: 29.00

By Mary Smith Deputy

This First Amendment to the Amended and Restated Condominium Declaration for the Grove Condominiums is made this 6th day of February, 2020, to be effective on the date of recordation in the land records of Teton County, Wyoming by the JACKSON/TETON COUNTY HOUSING AUTHORITY, a duly constituted Housing Authority established by Teton County, Wyoming, pursuant to W.S. §15-10-116 as amended (the "Declarant"), pursuant to the Condominium Ownership Act, W.S. §§ 34-20-101 et.seq. (the "Act").

- The Declarant recorded the original Condominium Declaration for the Grove Condominiums in the land records of Teton County, Wyoming on May 23, 2016 as document # 905162.
- The Declarant recorded the Amended and Restated Condominium Declaration for the Grove Condominiums in the land records of Teton County, Wyoming on October 11, 2018 as document # 958072.
- This First Amendment to Amended and Restated Condominium Declaration ("First Amendment") is being recorded to acknowledge Plat # 1394 which created the Grove Phase Three First Filing and to acknowledge Plat # 1407 which creates the Grove Phase Three, Second Filing.
- The Grove Phase Three First Filing brought buildings A7 and A8 into the Grove as well as additional General Common Elements and Limited Common Elements all as shown on Plat # 1394.
- The Grove Phase Three, Second Filing brings buildings A9 and A 10 into the Grove community as well as additional General Common Elements and Limited Common Elements all as shown on Plat # 1407.
- The property and improvements shown on Plat 1394 and on Plat # 1407 are thereby governed by the Declaration by virtue of this First Amendment.
- GCE-A was a designation used as a placeholder for property not part of a plat, but which will become a General Common Element once platted. The Declaration is amended to specify as much.
- This First amendment is being recorded pursuant to Article XIII of the Declaration which authorizes the Declarant to unilaterally amend the Declaration to bring any provision in to compliance with any governmental statute, rule, regulation, or judicial or agency determination or to satisfy the requirements of any local, state or federal governmental agency.
- Pursuant to the authority provided in Article XIII of the original Condominium Declaration, the Declarant hereby amends the Declaration in order to comply with the requirements of the Town of Jackson and to annex in additional property into the development governed by the Declaration.

NOW THEREFORE:

1. By virtue of this First Amendment, the property and improvements encompassed by Plat # 1394 and Plat # 1407 are hereby incorporated as additional property into the development governed by the Declaration and commonly referred to as The Grove.
2. Section 3.15 of the Declaration is amended to delete the last quotation "GCE-A" from that paragraph and to add the following sentence. "GCE-A is a designation used as a placeholder to show property which is not a General Common Element until platted as such with a designation of "GCE" "GCE-1", "GCE-2" or "GCE-3" as set forth graphically and in the explanatory tables of Plat # 1407. This First Amendment shall serve to vacate any prior explanatory tables or graphical depictions of GCE-A.
3. Any provision of the Declaration not inconsistent with this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the date first written above.

SIGNATURE PAGE TO FOLLOW

Jackson/Teton County Housing Authority



By: Amy Robinson

Its: Chair

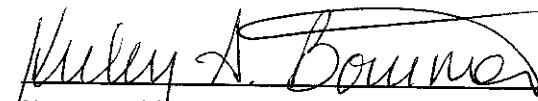
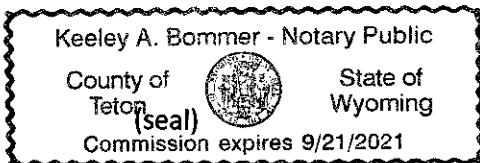
ATTEST



Estela Torres, Jackson/Teton County Housing Authority Board Clerk

STATE OF WYOMING)
) ss
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 6th day of February, 2020, by Amy Robinson, Chair of the Jackson/Teton County Housing Authority, a duly constituted Regional Housing Authority established by Teton County and the Town of Jackson, Wyoming pursuant to W.S. § 15-10-116.


Notary Public

CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Teton)Ss
Town of Jackson)

I, Todd Cedarholm, a Wyoming Professional Land Surveyor, do hereby certify that this plat was made from notes taken during a field survey performed by me and others under my supervision from May, 2017, through October, 2019, and from records available in the Office of the Clerk of Teton County, Wyoming;

That the plat correctly represents THE GROVE CONDOMINIUMS PHASE THREE THIRD FILING ADDITION TO THE TOWN OF JACKSON, a condominium subdivision of The Grove Condominiums Phase Three First Filing Addition to the Town of Jackson, a subdivision of record in said Office as Plat No. 1394, and of The Grove Condominiums Phase Three Second Filing Addition to the Town of Jackson, a subdivision of record in said Office as Plat No. 1407, located in the NW1/4SW1/4 of Section 33, T41N, R116W, 6th P.M., Teton County, Wyoming, further described as follows:

BEGINNING at the southwest corner of The Grove Condominiums Phase Three Second Filing Addition to the Town of Jackson, a subdivision of record in said Office as Plat No. 1407, said point lying on the easterly line of The Grove Condominiums Phase Two Addition to the Town of Jackson, a subdivision of record in said Office as Plat No. 1359, and bearing N 01°01'44 E, 12.41 feet from the southeast corner of said Plat No. 1359, where is found a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 6447";

THENCE along the line that separates General Common Element-2 ("GCE-2") from General Common Element-A ("GCE-A") as shown on said Plat No. 1407, S 89°44'42" E, 116.84 feet;
THENCE along the easterly line of said "GCE-A", S 00°15'18" W, 214.04 feet to the southeast corner of said "GCE-A" where is found a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 8469";
THENCE along the south line of said "GCE-A", N 89°55'33" W, 145.30 feet to the southwest corner of said "GCE-A" where is found a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 8469";
THENCE along the west line of said "GCE-A", N 00°16'26" E, 199.75 feet to an intersection with the southerly line of said Plat No. 1359;
THENCE along said southerly line, S 89°20'44" E, 28.21 feet to said southeast corner of said Plat No. 1394; ong the easterly line of said Plat No. 1359, N 01°01'44 E, 12.41 feet to the POINT OF BEGINNING;

Said Parcel ENCOMPASSES an area of 0.702 acres, more or less;

That The Grove Condominiums Phase Three Second Filing Addition to the Town of Jackson is an affordable housing subdivision;

That, to the best of my belief and knowledge, the dimensions of the boundary, General Common Elements, Limited Common Elements, and individual Airspace Units of The Grove Condominiums Phase Three Third Filing Addition to the Town of Jackson are correctly shown on this plat, and are derived from data collected during field surveys performed by On Sight Land Surveyors, Inc. under my direction from May, 2017 through October, 2019, and from architectural plans prepared by Workshop Collaborative of Jackson, Wyoming;

That there are no surface water rights appurtenant to the foregoing subdivision;

TOGETHER WITH and SUBJECT TO Covenants, Conditions and Restrictions and any easements, rights-of-way or encumbrances of sight and/or record, including, but not limited to those shown hereon.

Todd Cedarholm
Wyoming Professional Land Surveyor No. 6447

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by Todd Cedarholm on this _____ day of _____, 2021.
Witness my hand and official seal.

Notary Public My Commission Expires:

CERTIFICATE OF ENGINEER

State of Wyoming)
County of Teton)Ss
Town of Jackson)

I, Aaron F. Japel, of Jackson, Wyoming, do hereby certify that I am a licensed Wyoming Engineer, and hereby certify that the extensions of the water distribution system and sewage collection systems of the Town of Jackson designed to serve the foregoing subdivision meet all applicable Federal, State and Town of Jackson requirements and standards, and that said systems will be adequate and safe, providing that said systems are constructed as designed and operated and maintained correctly.

Aaron F. Japel
Wyoming Professional Engineer No. 10240
ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by Aaron F. Japel on this _____ day of _____, 2021.
Witness my hand and official seal.

Notary Public My Commission Expires:

CERTIFICATE OF OWNER

State of Wyoming)
County of Teton)Ss
Town of Jackson)

The undersigned, acting for and on behalf of the Jackson/Teton County Housing Authority, a duly constituted Regional Housing Authority established by Teton County and the Town of Jackson, Wyoming pursuant to Wyoming Statute 15-10-116 formerly known as Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. 15-10-116, as amended, owner and proprietor of The Grove Condominiums Phase Three First Filing Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming, as Plat No. 1394, and owner and proprietor of The Grove Condominiums Phase Three Second Filing Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming, as Plat No. 1407 does hereby certify:

that the lands contained within said Plat No. 1394 and Plat No. 1407, more particularly described in the Certificate of Surveyor on this plat, are hereby subdivided and that the foregoing subdivision of said lands as shown on this plat is with the free consent and in accordance with the desires of said undersigned owner;

that the name of the foregoing subdivision shall be THE GROVE CONDOMINIUMS PHASE THREE THIRD FILING ADDITION TO THE TOWN OF JACKSON;

that the foregoing subdivision is in accordance with the Master Plan and Final Development Plan approve as more specifically detailed in the Certificate of Approval on this plat and is subject to the terms and conditions thereof;

that this subdivision is subject to rights-of-way, easements, restrictions, reservations, and conditions, of sight or of record, including but not limited to those shown hereon;
that access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson;
that access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles;

that the foregoing subdivision is SUBJECT TO the following of record in said Office:

all matters as delineated on the Final Plat of The Grove Condominiums Phase Two Addition to the Town of Jackson, Plat No. 1359;
all matters as delineated on the Final Plat of The Grove Condominiums Phase Three First Filing Addition to the Town of Jackson, Plat No. 1394;
all matters as delineated on the Final Plat of The Grove Condominiums Phase Three Second Filing Addition to the Town of Jackson, Plat No. 1407;
that easement for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc. of record in Book 53 of Photo, Page 95, records of Teton County, Wyoming;
that easement for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc. of record in Book 78 of Photo, Page 504, records of Teton County, Wyoming;
that easement for telecommunications facilities, as granted to US West Communications of record in Book 276, Pages 156-157, records of Teton County, Wyoming;
that restrictive covenant in that Warranty Deed of record in Book 555 of Photo, Pages 246-247, records of Teton County, Wyoming;
that Affidavit and Agreement between the Town of Jackson, et al., Relating to a Planned Mixed Use Development Master Plan Pursuant to Ordinance No. 680, Section 2325 of the Town of Jackson Land Development Regulations of record in Book 672 of Photo, Pages 751-777, records of Teton County, Wyoming;
that Memorandum of Understanding between Teton County, Wyoming, and the Town of Jackson in Regards to Funds Appropriated to Town of Jackson from Teton County for the Town of Jackson to Purchase the "Grove" of record in Book 758 of Photo, Pages 1034-1039, records of Teton County, Wyoming;
that Affidavit and Agreement between the Town of Jackson, et al., Relating to a Planned Mixed Use Development Master Plan Pursuant to Ordinance No. 680, Section 2325 of the Town of Jackson Land Development Regulations of record in Book 795 of Photo, Pages 1050-1053, records of Teton County, Wyoming;
that Affidavit of Acknowledgement and Acceptance of Boundary Adjustment of record in Book 869 of Photo, Pages 746-748, records of Teton County, Wyoming;
that Development Agreement of record in Book 873 of Photo, Pages 26-34, records of Teton County, Wyoming;
that Map of Survey T-58D for Minor Boundary Adjustment Between Properties of Teton County Housing Authority, records of Teton County, Wyoming;
that Installation and Service Agreement of record in Book 912 of Photo, Pages 815-819, records of Teton County, Wyoming;
that Electric Distribution Easement to Lower Valley Energy, Inc. of record in Book 915 of Photo, Pages 478-480, records of Teton County, Wyoming;
those Declarations of Easement, Access, Utilities and Drainage of record in Book 920 of Photo, Page 602; Book 920 of Photo, Page 610; and Book 920 of Photo, Page 616, records of Teton County, Wyoming;
that Temporary Construction Easement of record in Book 944 of Photo, Pages 1115-1121, records of Teton County, Wyoming;

that the foregoing subdivision is SUBJECT TO that Condominium Declaration for The Grove of record in Book 920 of Photo, Pages 624-667, and that First Amendment to the Condominium Declaration for the Grove of record in Book 924 of Photo, Pages 671-674, records of Teton County, Wyoming;

that the foregoing subdivision is SUBJECT TO that Amended and Restated Condominium Declaration for The Grove of record as Document No. 0958072, records of Teton County, Wyoming;

that the foregoing subdivision is SUBJECT TO that First Amendment to The Amended and Restated Condominium Declaration for The Grove of record as Document No. 0985690, records of Teton County, Wyoming;

that by said Amended and Restated Condominium Declaration for The Grove, the undersigned owner has granted certain easements in the foregoing subdivision to each owner of a unit within this subdivision, to The Grove Condominiums Owners Association, to all providers of utilities to the foregoing subdivision, and to the owners of units of The Grove Condominiums Phase Two; and further that by said Amended and Restated Condominium Declaration said owner has reserved certain rights related to easements within the foregoing subdivision;

that the foregoing subdivision is SUBJECT TO that Second Amendment to The Amended and Restated Condominium Declaration for The Grove Condominium Owner's Association to be recorded following this plat in said Office.

JACKSON/TETON COUNTY HOUSING AUTHORITY, a duly constituted Regional Housing Authority established by Teton County and the Town of Jackson, Wyoming pursuant to W.S. 15-10-116 formerly known as Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming, pursuant to W.S. 15-10-116, as amended

By: Anne Kent Droppert, Chair
Jackson/Teton County Housing Authority
ATTEST: Estela Torres, Board Clerk
Jackson/Teton County Housing Authority

The foregoing instrument was acknowledged before me by Anne Kent Droppert, Chair of the Jackson/Teton County Housing Authority, a duly constituted regional Housing Authority established by Teton County and the Town of Jackson, Wyoming pursuant to W.S. 15-10-116 formerly known as Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. 15-10-116, as amended, this _____ day of _____, 2021.

WITNESS my hand and official seal.

Notary Public
My Commission Expires:

The foregoing instrument was acknowledged before me by Estela Torres, Board Clerk of the Jackson/Teton County Housing Authority, a duly constituted regional Housing Authority established by Teton County and the Town of Jackson, Wyoming pursuant to W.S. 15-10-116 formerly known as Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. 15-10-116, as amended, this _____ day of _____, 2021.

WITNESS my hand and official seal.

Notary Public
My Commission Expires:

CERTIFICATE OF APPROVAL

State of Wyoming)
County of Teton)Ss
Town of Jackson)

Pursuant to Section 15-1-415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, THE GROVE CONDOMINIUMS PHASE THREE THIRD FILING ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council on the _____ day of _____, 2021;
SUBJECT TO the condition that the foregoing subdivision is in conformity with, and in compliance with, the terms and conditions of the Snow King/Scott Lane Planned Mixed-Use Development (PMD) Master Plan and Final (Major) Development Plan (P06-091) approved by the Jackson Town Council on January 15, 2007 and extended or amended in accordance with the following: that Extension to said Master Plan and Final Development Plan (P11-013) approved by said Council on April 18, 2011 and memorialized in that Affidavit and Agreement of record in the Office of the Clerk of Teton County, Wyoming in Book 795 of Photo, Pages 1050-1053; that Amendment to said Master Plan and Final Development Plan (P13-063) approved by said Council on December 16, 2013; that Planned Unit Development (PUD) and Final (Intermediate) Development Plan (P13-064) approved by said Council on December 16, 2013; that Minor Deviation to the Planned Mixed Use Development/Final (Major) Development Plan (PMD/FDP) and Planned Unit Development/Final (Intermediate) Development Plan (PUD/FDP) (P15-036) approved by the Town of Jackson Planning Director on June 5, 2015; and that Minor Deviation to the Planned Mixed Use Development/Final (Major) Development Plan (PMD/FDP) and Planned Unit Development/Final (Intermediate) Development Plan (PUD/FDP) (P15-074) approved by said Planning Director on August 18, 2015.

Attest: TOWN OF JACKSON

Roxanne Robinson DeVries
Assistant Town Manager
Hailey Morton Levinson
Mayor

Brian Lenz
Town Engineer
Paul Anthony
Planning Director

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, Mayor, this _____ day of _____, 2021.

WITNESS my hand and official seal.

Notary Public
My Commission Expires:

The foregoing instrument was acknowledged before me by Roxanne Robinson DeVries, Assistant Town Manager, this _____ day of _____, 2021.

WITNESS my hand and official seal.

Notary Public
My Commission Expires:

The foregoing instrument was acknowledged before me by Brian Lenz, Town Engineer, this _____ day of _____, 2021.

WITNESS my hand and official seal.

Notary Public
My Commission Expires:

The foregoing instrument was acknowledged before me by Paul Anthony, Planning Director, this _____ day of _____, 2021.

WITNESS my hand and official seal.

Notary Public
My Commission Expires:

GENERAL NOTES:

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION AND TREATMENT SYSTEMS, AND STORM DRAINAGE COLLECTION SYSTEM. HOWEVER, THE OWNERSHIP OF AND MAINTENANCE RESPONSIBILITY FOR THE WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION SYSTEM, AND STORM DRAINAGE SYSTEM FOR THIS SUBDIVISION WILL REST WITH THE GROVE CONDOMINIUMS HOMEOWNERS' ASSOCIATION AS INDICATED IN THE CONDOMINIUM DECLARATION FOR THE GROVE CONDOMINIUMS.

NO PUBLIC MAINTENANCE OF WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION SYSTEM, AND STORM DRAINAGE COLLECTION SYSTEM

ACCORDING TO PANELS 2906D AND 2907D OF THE TETON COUNTY, WYOMING, AND INCORPORATED AREAS FLOOD INSURANCE RATE MAP (FIRM) WITH EFFECTIVE DATE OF SEPTEMBER 16, 2015, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), THIS SUBDIVISION LIES WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% (500-YEAR FLOOD) ANNUAL CHANCE FLOODPLAIN.

ACCESS FROM SNOW KING AVENUE SHALL BE MAINTAINED BY THE GROVE CONDOMINIUMS HOMEOWNERS' ASSOCIATION. THE TOWN OF JACKSON IS UNDER NO OBLIGATION TO CONSTRUCT, REPAIR, OR MAINTAIN ANY ROADS WITHIN THIS SUBDIVISION.

THE BUILDINGS OF THE FOREGOING SUBDIVISION ARE PROTECTED BY APPROVED INTERIOR FIRE SPRINKLER SYSTEMS.

UNDER CURRENT TOWN OF JACKSON REGULATIONS, AND THE APPROVED FINAL DEVELOPMENT PLAN, NO FURTHER SUBDIVISION OF THE LANDS OR UNITS OF THIS SUBDIVISION IS ALLOWED.

THE UNITS IN THIS SUBDIVISION ARE PERMANENTLY DEED-RESTRICTED FOR AFFORDABLE HOUSING.

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.

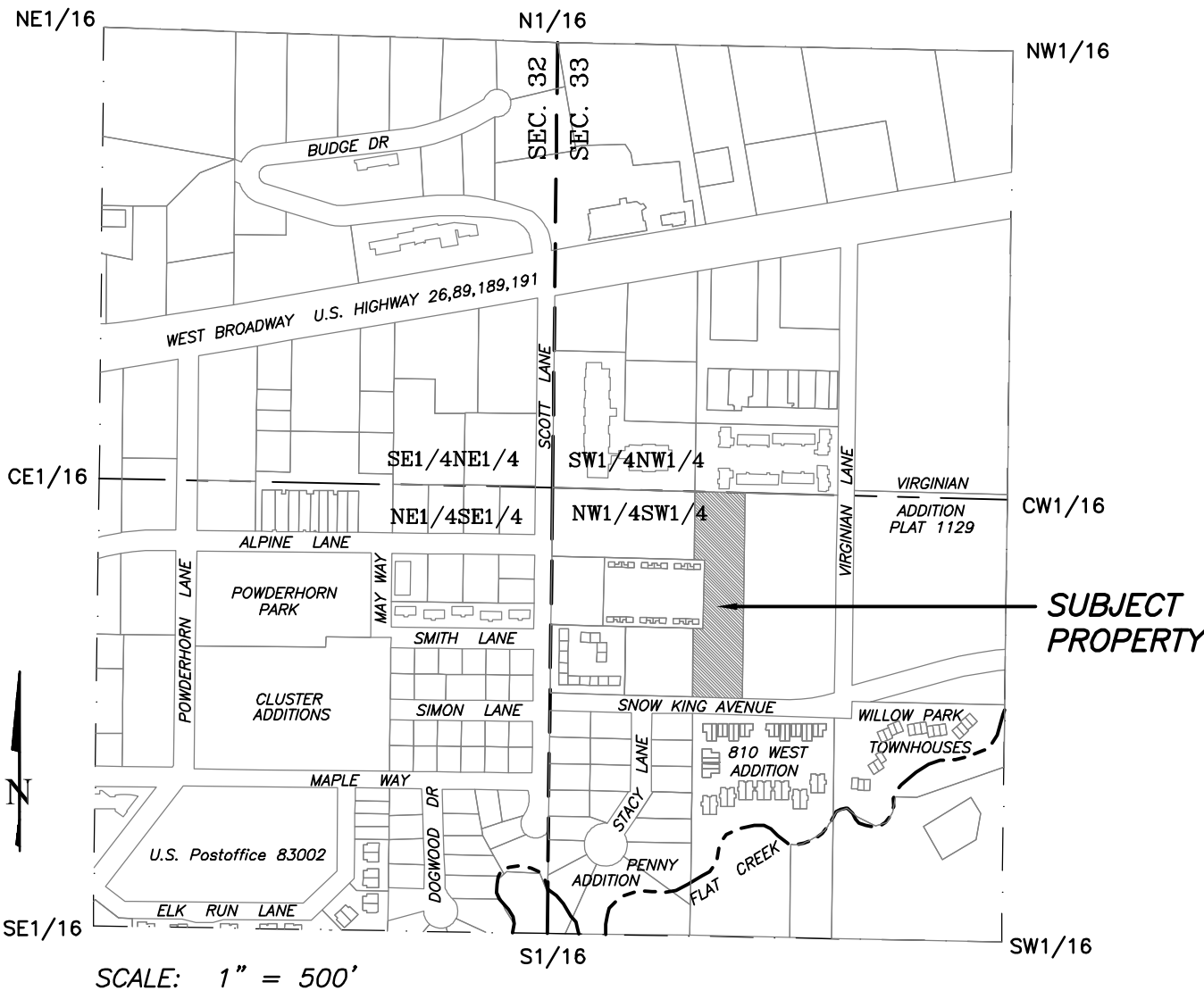
WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF ANY STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER.

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

VICINITY MAP

SHOWING PART OF

SE1/4NE1/4 & NE1/4SE1/4 SECTION 32
SW1/4NW1/4 & NW1/4SW1/4 SECTION 33
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING



OWNER
JACKSON/TETON COUNTY HOUSING AUTHORITY
P.O. BOX 714
JACKSON, WY 83001
(307) 732-0867

APPLICANT
HABITAT FOR HUMANITY OF THE GREATER TETON AREA
P.O. BOX 4194
JACKSON, WY 83001
(307) 734-0828

SURVEYOR
ON SIGHT LAND SURVEYORS, INC.
P.O. BOX 12290
JACKSON, WY 83002
(307) 734-6131

ENGINEER
JORGENSEN ASSOCIATES, P.C.
P.O. BOX 9550
JACKSON, WY 83002
(307) 733-5150

NUMBER OF UNITS: 8 CONDOMINIUM UNITS

TOTAL PROJECT ACREAGE: 0.702 ACRES

PREPARATION DATE: MARCH 2, 2021

FINAL REVISION DATE:

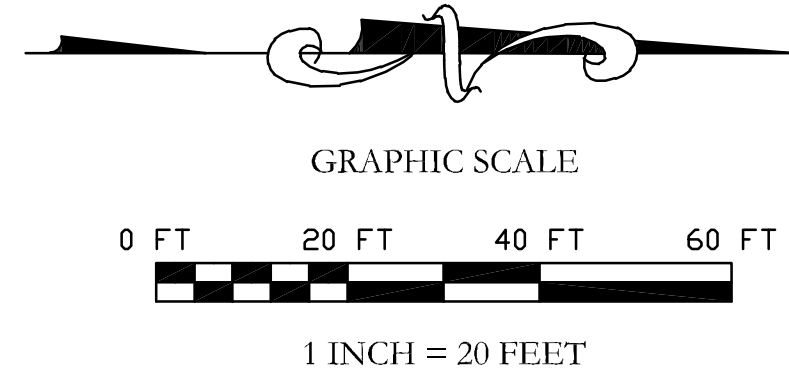
FINAL PLAT
THE GROVE CONDOMINIUMS PHASE THREE
THIRD FILING
ADDITION TO THE TOWN OF JACKSON
(AN AFFORDABLE HOUSING CONDOMINIUM SUBDIVISION)

BEING PART OF
THE GROVE CONDOMINIUMS PHASE THREE FIRST FILING
ADDITION TO THE TOWN OF JACKSON
PLAT NO. 1394 &
&
THE GROVE CONDOMINIUMS PHASE THREE SECOND FILING
ADDITION TO THE TOWN OF JACKSON
PLAT NO. 1407
LOCATED WITHIN
NW1/4SW1/4 SECTION 33
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING

SHEET 1 OF 4
CERTIFICATES



155 West Gill Ave.
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131



LEGEND

- INDICATES A 5/8 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 5368" FOUND THIS SURVEY
- INDICATES A 5/8 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 3831" FOUND THIS SURVEY
- INDICATES A 5/8 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 8469" FOUND THIS SURVEY
- INDICATES A 5/8 INCH DIAMETER STEEL REBAR FOUND THIS SURVEY
- INDICATES A 5/8 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 6447" SET THIS SURVEY

- EXTERIOR BOUNDARY OF PROPERTY
- EXTERIOR BOUNDARY OF CONDOMINIUM BUILDING AT GROUND LEVEL
- EXTERIOR BOUNDARY OF CONDOMINIUM BUILDING SECOND LEVEL (CARPORT BELOW)
- ADJACENT LOT LINE
- EASEMENT
- LIMITED COMMON ELEMENT
- GENERAL COMMON ELEMENT
- TIE LINE

ADDITIONAL EASEMENTS:

- EASEMENT FOR ACCESS, UTILITIES AND DRAINAGE GRANTED BY JACKSON TETON COUNTY HOUSING AUTHORITY (920P616-622)
- ELECTRIC DISTRIBUTION EASEMENT GRANTED TO LOWER VALLEY ENERGY BY TETON COUNTY HOUSING AUTHORITY (915P478-480)

DESCRIPTION OF GENERAL COMMON ELEMENTS:

- GCE-1 GENERAL COMMON ELEMENTS SURROUNDING THE GROVE CONDOMINIUMS PHASE THREE FIRST FILING
- GCE-2 GENERAL COMMON ELEMENTS SURROUNDING THE GROVE CONDOMINIUMS PHASE THREE SECOND FILING
- GCE-3 GENERAL COMMON ELEMENTS SURROUNDING THE GROVE CONDOMINIUMS PHASE THREE THIRD FILING

LINE TABLE

LINE	BEARING	DISTANCE
L57	N 89°44'23" W	27.33'
L58	N 00°15'37" E	78.50'
L59	S 89°44'23" E	27.33'
L60	S 00°15'37" W	26.02'
L61	N 89°44'23" W	3.50'
L62	S 00°15'37" W	8.50'
L63	S 89°44'23" E	3.50'
L64	S 00°15'37" W	9.46'
L65	N 89°44'23" W	3.50'
L66	S 00°15'37" W	8.50'
L67	S 89°44'23" E	3.50'
L68	S 00°15'37" W	26.02'
L69	N 86°08'42" E	75.09'
L70	S 45°25'58" E	104.67'
L71	N 89°44'23" W	27.33'
L72	N 00°26'34" E	78.50'
L73	S 89°44'23" E	27.08'
L74	S 00°15'37" W	26.02'
L75	N 89°44'23" W	3.50'
L76	S 00°15'37" W	8.50'
L77	S 89°44'23" E	3.50'
L78	S 00°15'37" W	9.46'
L79	N 89°44'23" W	3.50'
L80	S 00°15'37" W	8.50'
L81	S 89°44'23" E	3.50'
L82	S 00°15'37" W	26.02'
L83	N 44°22'09" E	148.19'
L84	N 75°07'18" E	106.85'

PROJECT SUMMARY

BUILDING A11 FOOTPRINT = 2086 SQ.FT./0.048 AC
BUILDING A12 FOOTPRINT = 2086 SQ.FT./0.048 AC
TOTAL SUBDIVISION AREA = 0.702 ACRES

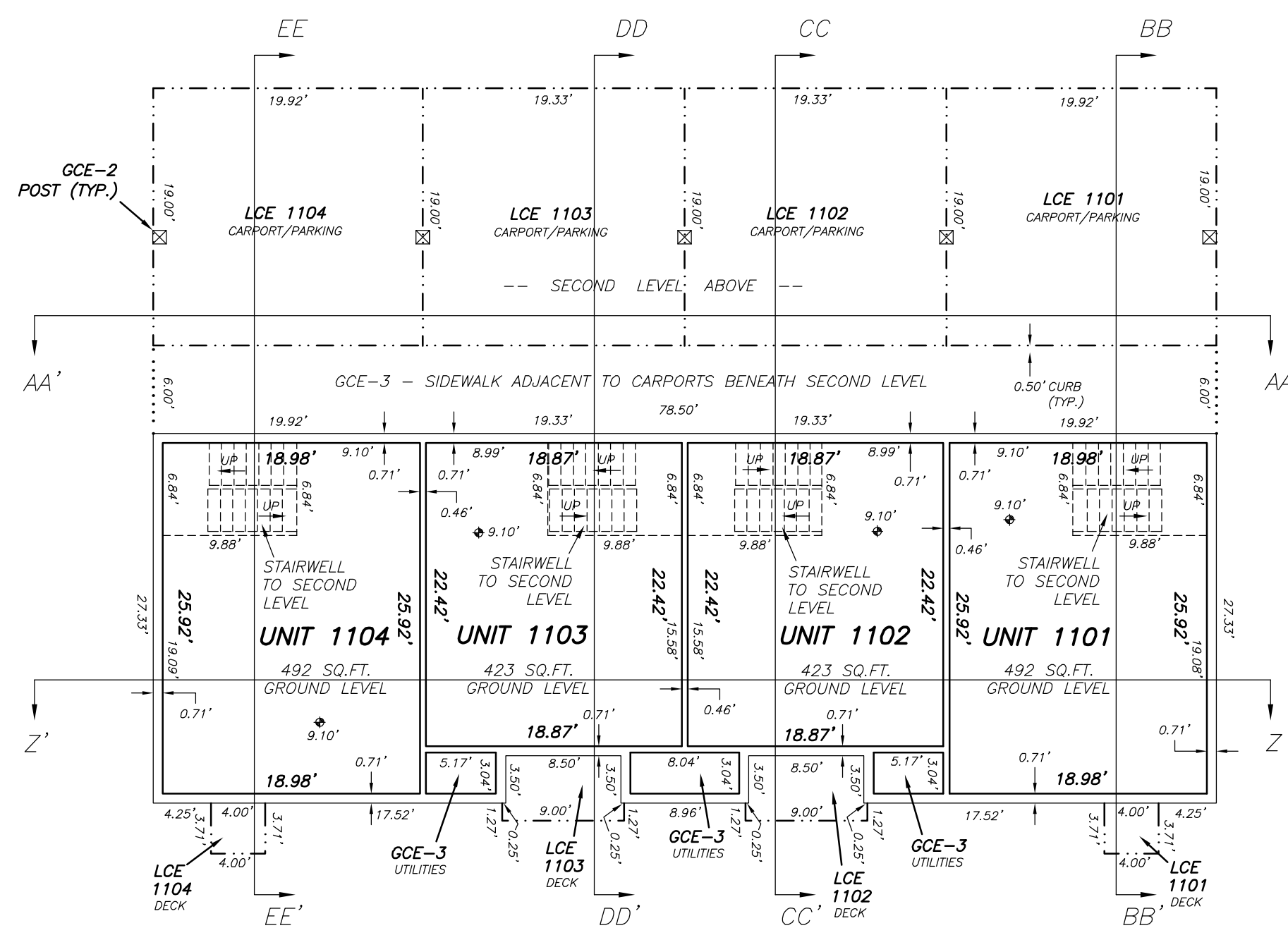
SQUARE FOOTAGE OF CONDOMINIUM UNITS:

BUILDING A11
UNIT 1101 = 1,273 SQ.FT.
UNIT 1102 = 1,275 SQ.FT.
UNIT 1103 = 1,275 SQ.FT.
UNIT 1104 = 1,273 SQ.FT.

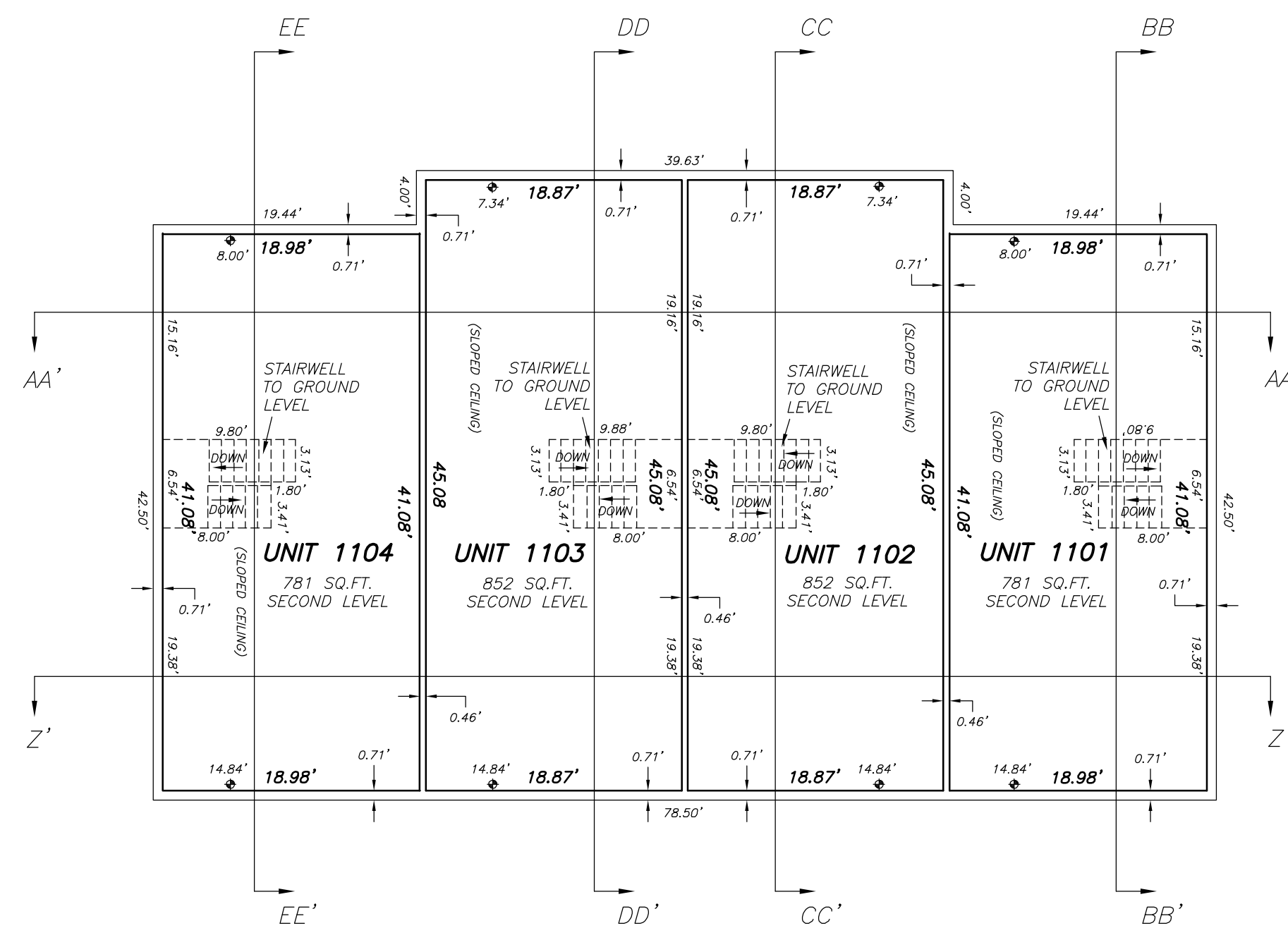
BUILDING A12
UNIT 1201 = 1,273 SQ.FT.
UNIT 1202 = 1,275 SQ.FT.
UNIT 1203 = 1,275 SQ.FT.
UNIT 1204 = 1,273 SQ.FT.

FINAL PLAT
**THE GROVE CONDOMINIUMS PHASE THREE
THIRD FILING**
ADDITION TO THE TOWN OF JACKSON
(AN AFFORDABLE HOUSING CONDOMINIUM SUBDIVISION)
BEING PART OF
THE GROVE CONDOMINIUMS PHASE THREE FIRST FILING
ADDITION TO THE TOWN OF JACKSON
PLAT NO. 1394 &
&
THE GROVE CONDOMINIUMS PHASE THREE SECOND FILING
ADDITION TO THE TOWN OF JACKSON
PLAT NO. 1407
LOCATED WITHIN
NW1/4SW1/4 SECTION 33
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING

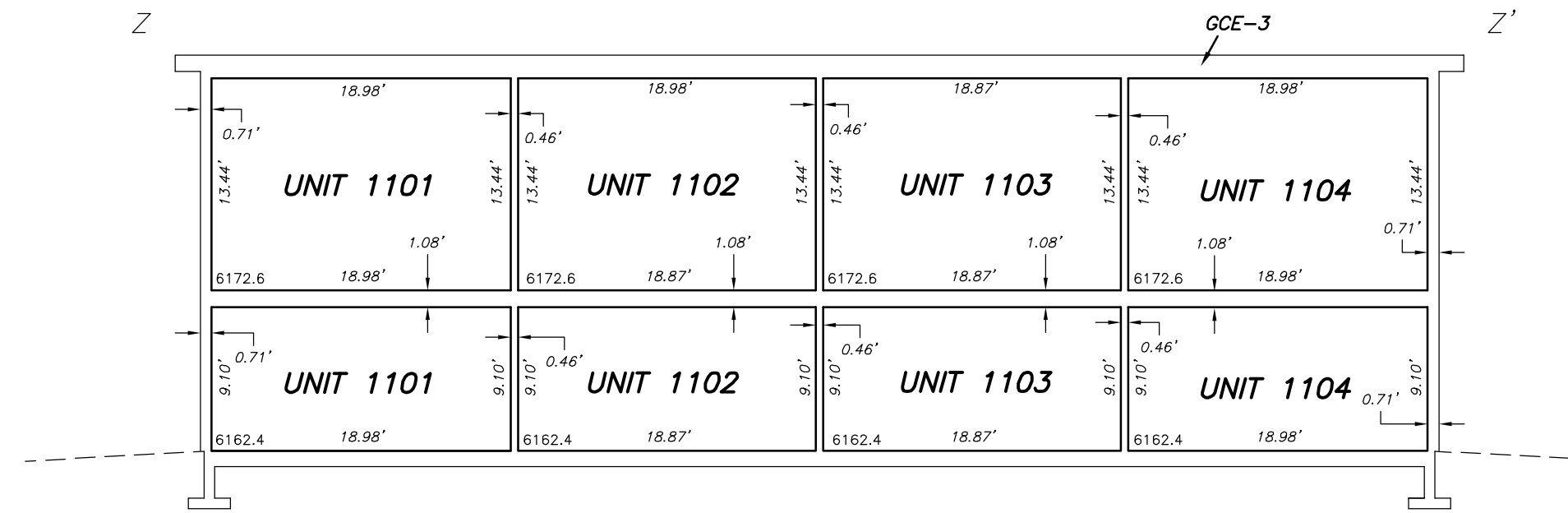
--- BUILDING A11 ---
PLAN VIEW - GROUND LEVEL



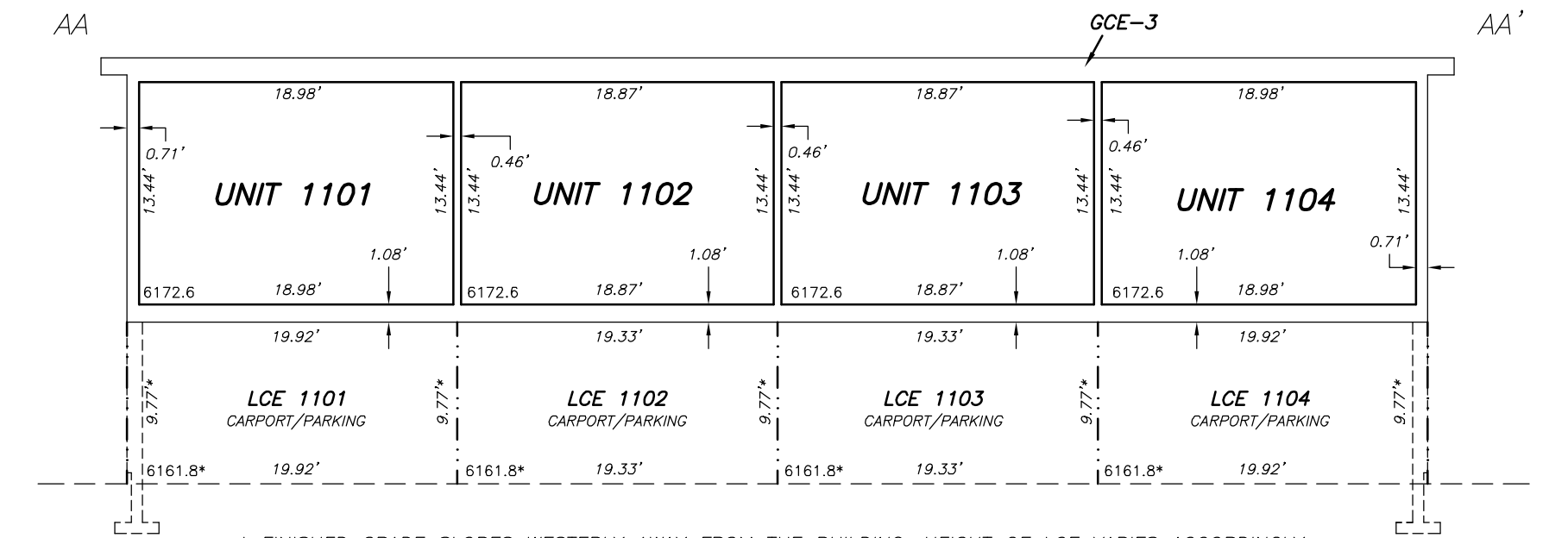
--- BUILDING A11 ---
PLAN VIEW - SECOND LEVEL



CROSS-SECTION Z-Z'

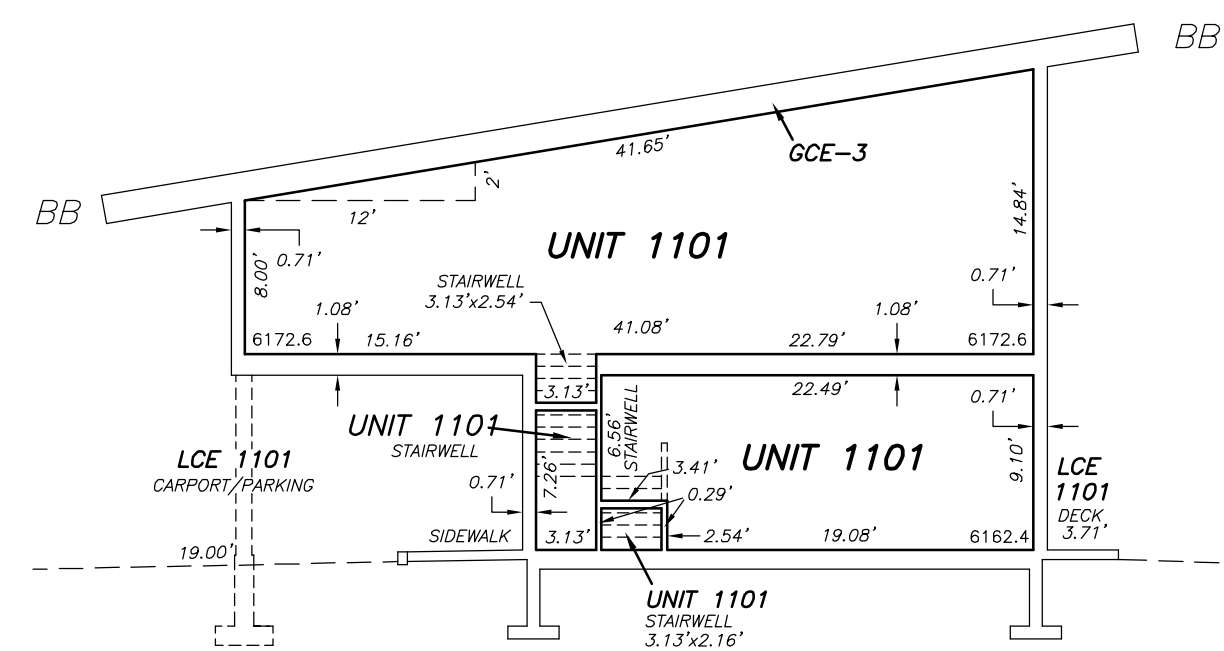


CROSS-SECTION AA-AA'

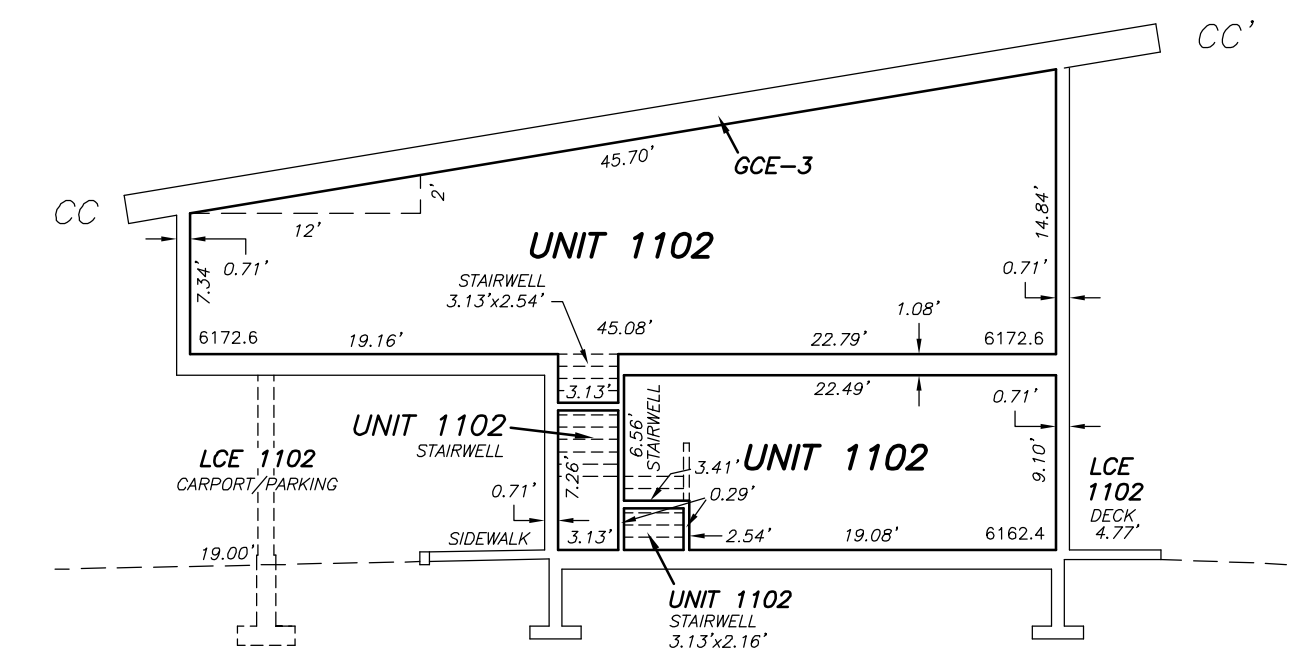


* FINISHED GRADE SLOPES WESTERLY AWAY FROM THE BUILDING; HEIGHT OF LCE VARIES ACCORDINGLY

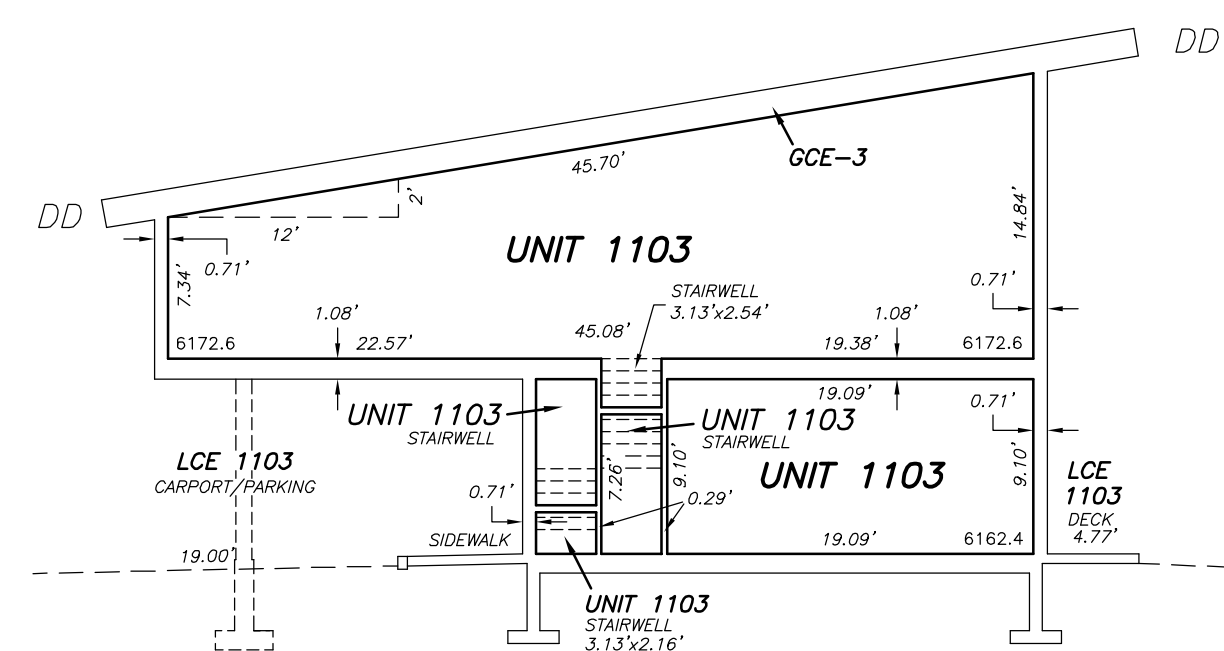
CROSS-SECTION BB-BB'



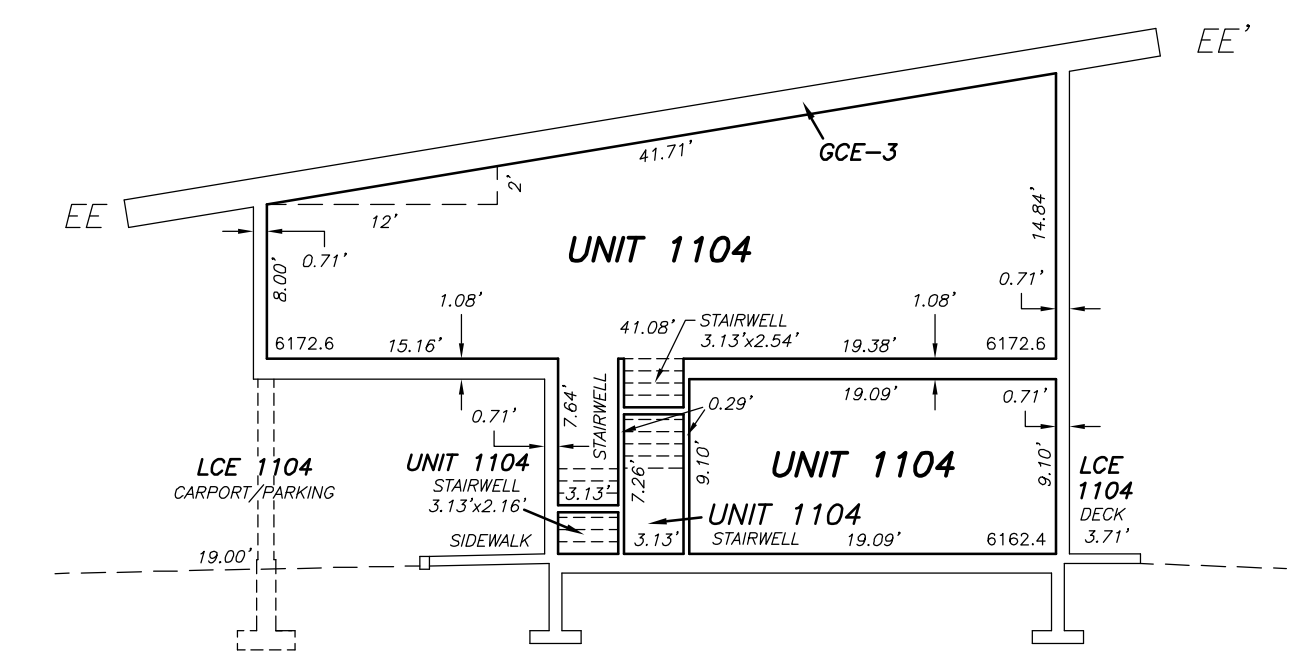
CROSS-SECTION CC-CC'



CROSS-SECTION DD-DD'



CROSS-SECTION EE-EE'



LEGEND

NOTE: The following terminology is in accordance with the Condominium Ownership Act, Wyoming Statutes, Section 34-20-101 through 34-20-104.

- UNIT 1101 INDICATES THE UNIT NUMBER DEFINING THE INDIVIDUAL AIR SPACE UNIT
- 0.46' --- INDICATES THE DIMENSION BETWEEN THE UNFINISHED EXTERIOR WALL AND THE BOUNDARY OF THE AIR SPACE UNIT OR BETWEEN BOUNDARIES OF ADJACENT AIR SPACE UNITS
- 18.99' INDICATES AN AIR SPACE UNIT DIMENSION
- 9.10' LINE AND LABEL OF CROSS-SECTION
- 9.10' CEILING HEIGHT

GRAPHIC SCALE



1 INCH = 10 FEET
VERTICAL DATUM: NAVD88
BASED ON TETON COUNTY
CONTROL NETWORK

On Sight
LAND SURVEYORS, INC.

155 West Gill Ave.
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

Project No. 22-41-16-33-3 22-41-16-33-3_fp3.dwg 03/02/2021

FINAL PLAT
**THE GROVE CONDOMINIUMS PHASE THREE
THIRD FILING**
ADDITION TO THE TOWN OF JACKSON
(AN AFFORDABLE HOUSING CONDOMINIUM SUBDIVISION)

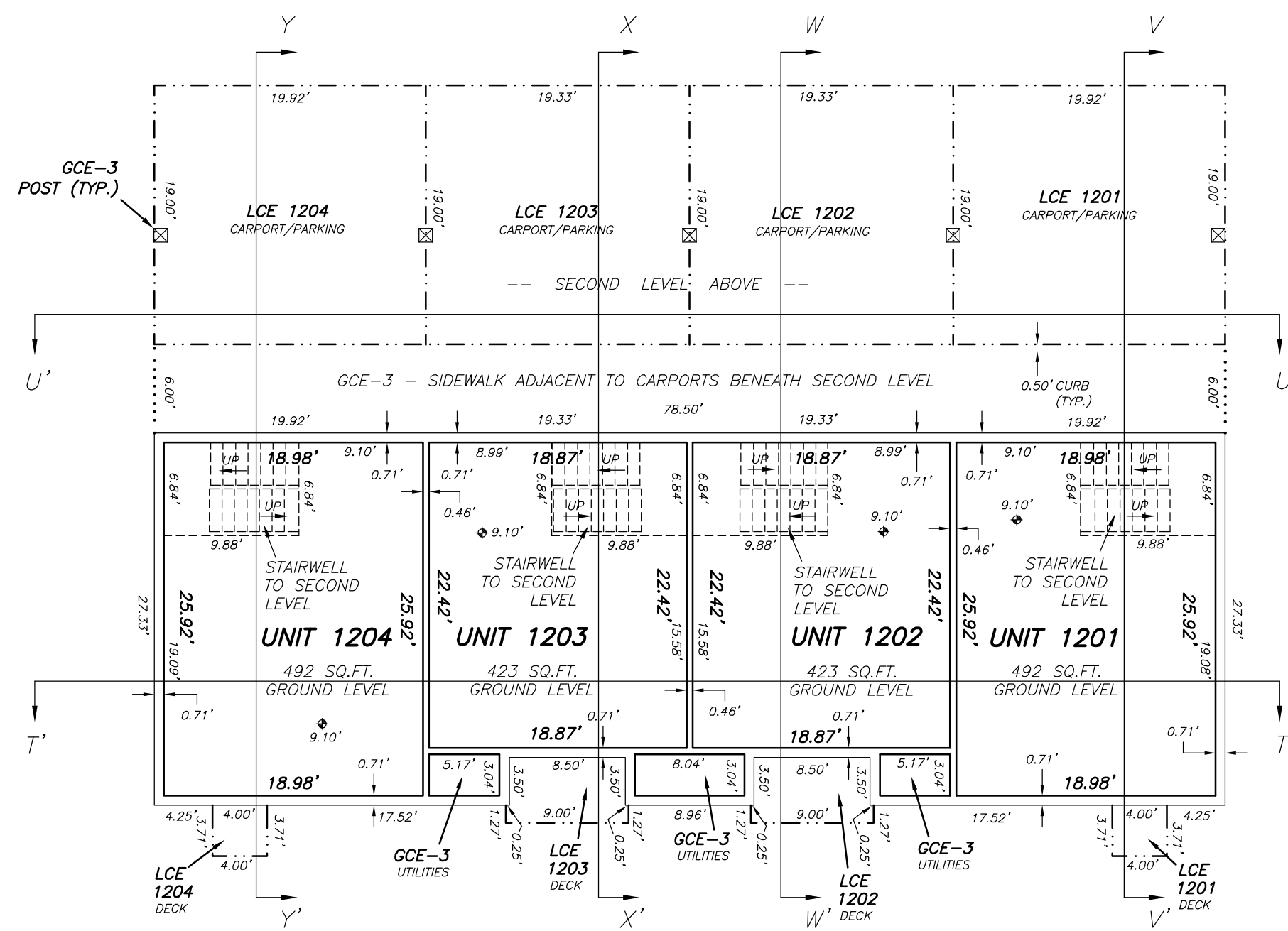
BEING PART OF
THE GROVE CONDOMINIUMS PHASE THREE FIRST FILING
ADDITION TO THE TOWN OF JACKSON
PLAT NO. 1394 &

&
THE GROVE CONDOMINIUMS PHASE THREE SECOND FILING
ADDITION TO THE TOWN OF JACKSON
PLAT NO. 1407

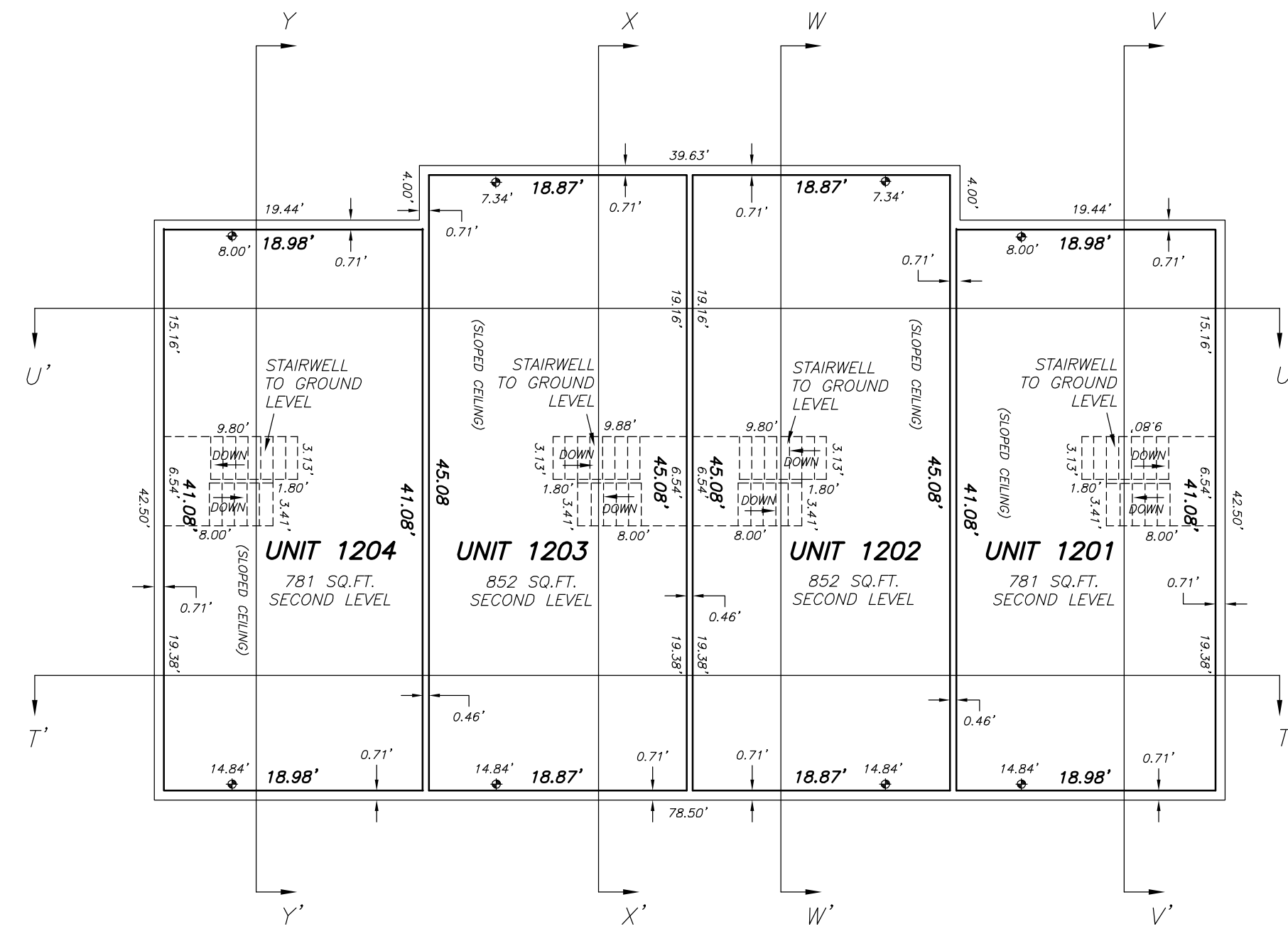
LOCATED WITHIN
NW1/4SW1/4 SECTION 33
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING

SHEET 3 OF 4
BUILDING A11

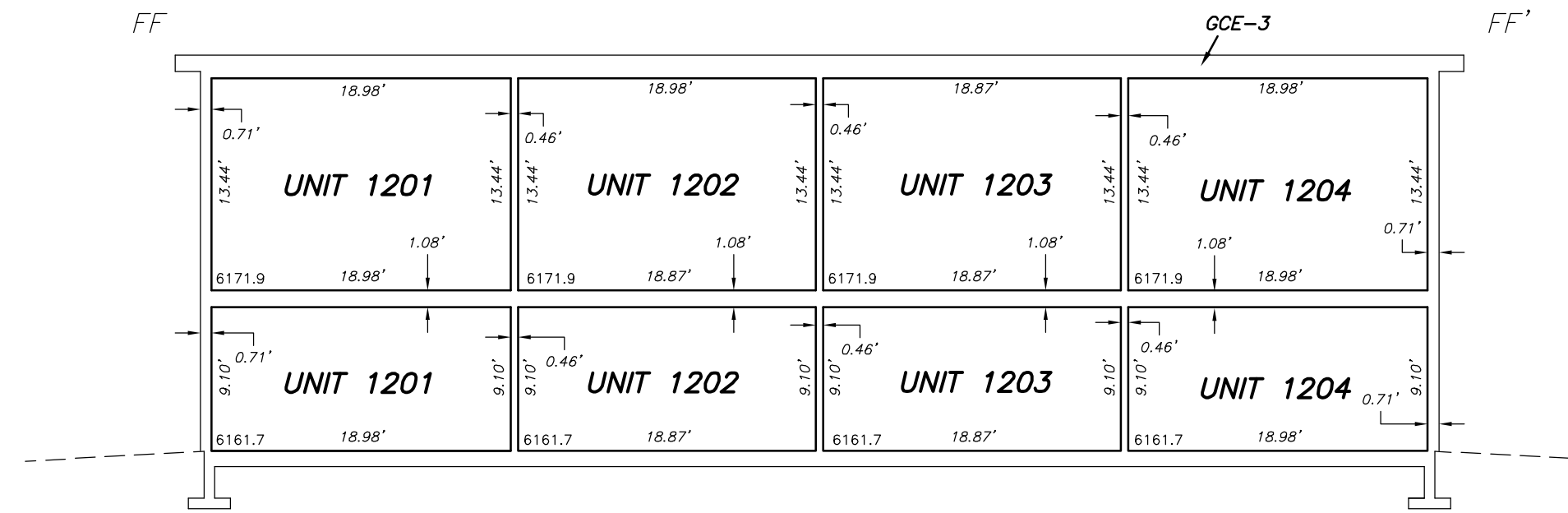
--- BUILDING A12 ---
PLAN VIEW - GROUND LEVEL



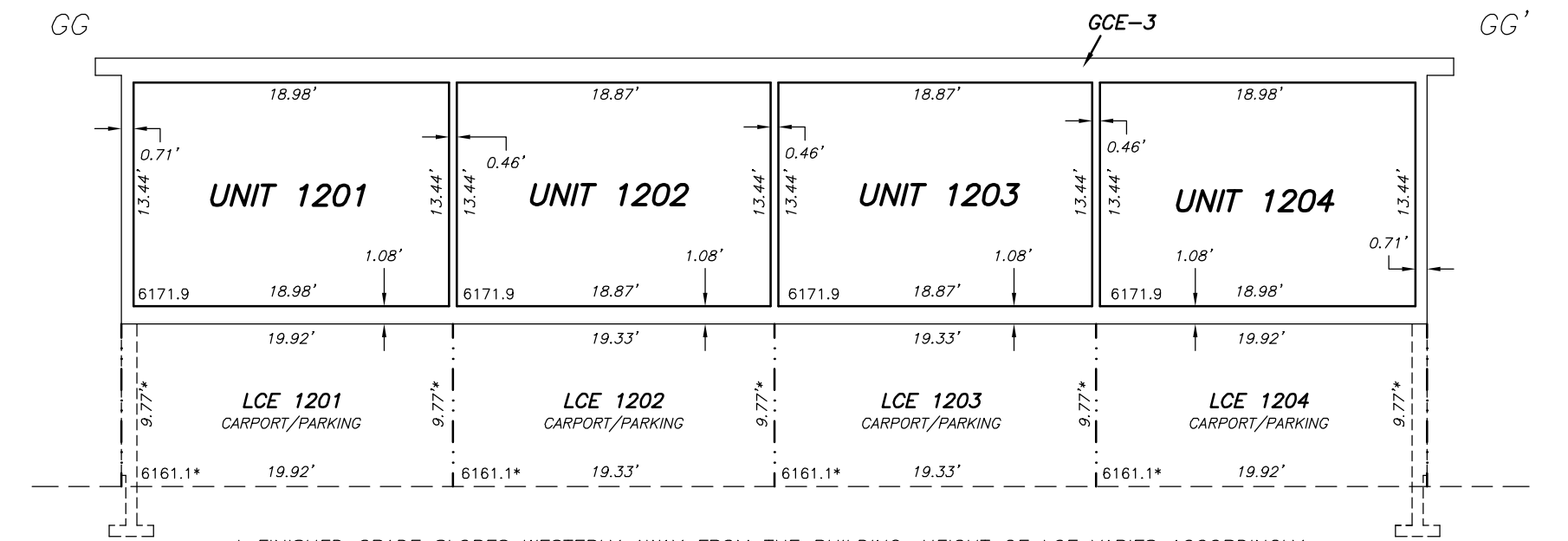
--- BUILDING A12 ---
PLAN VIEW - SECOND LEVEL



CROSS-SECTION FF-FF'

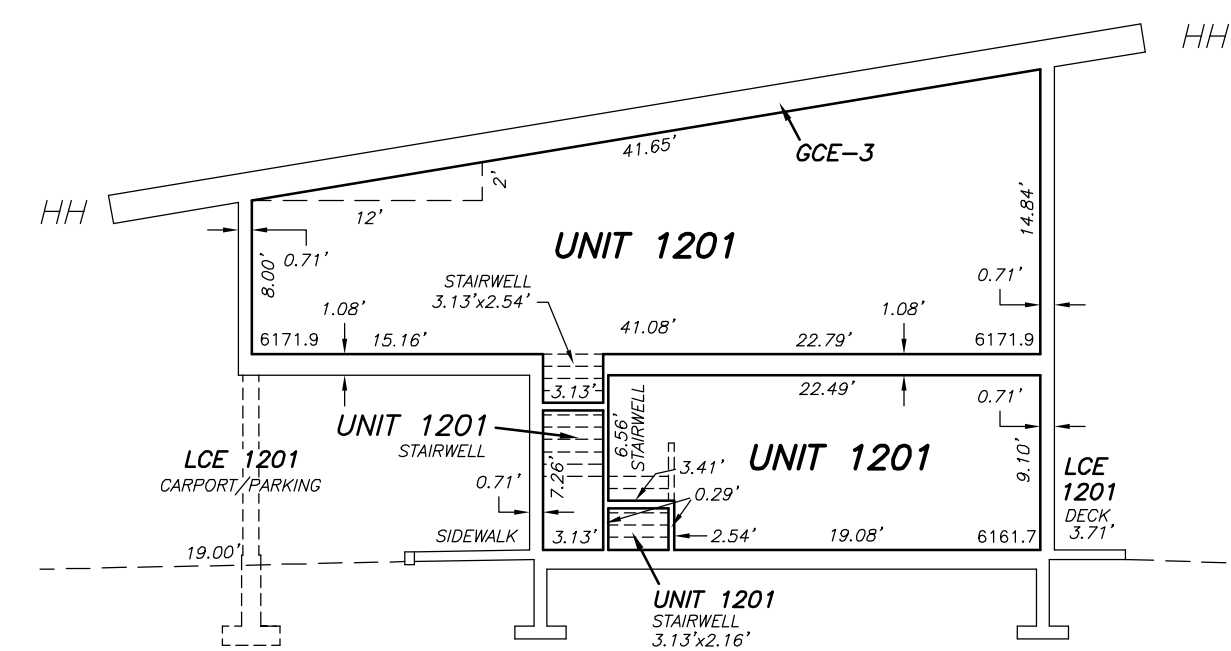


CROSS-SECTION GG-GG'

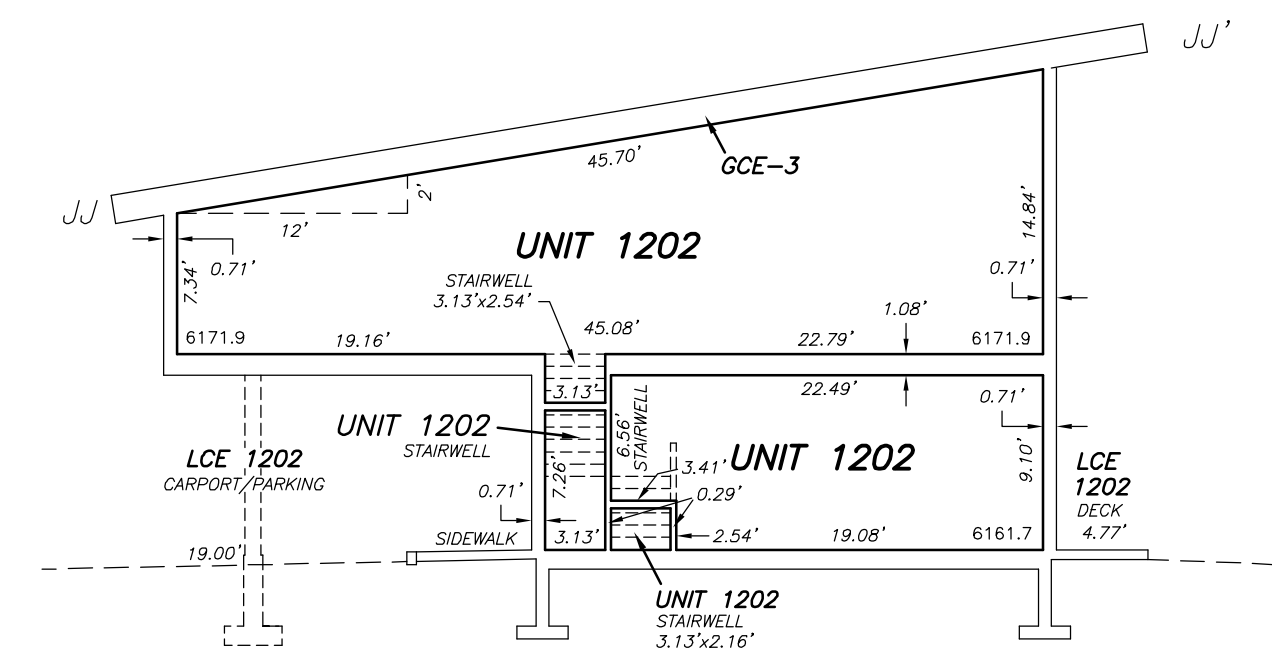


* FINISHED GRADE SLOPES WESTERLY AWAY FROM THE BUILDING; HEIGHT OF LCE VARIES ACCORDINGLY

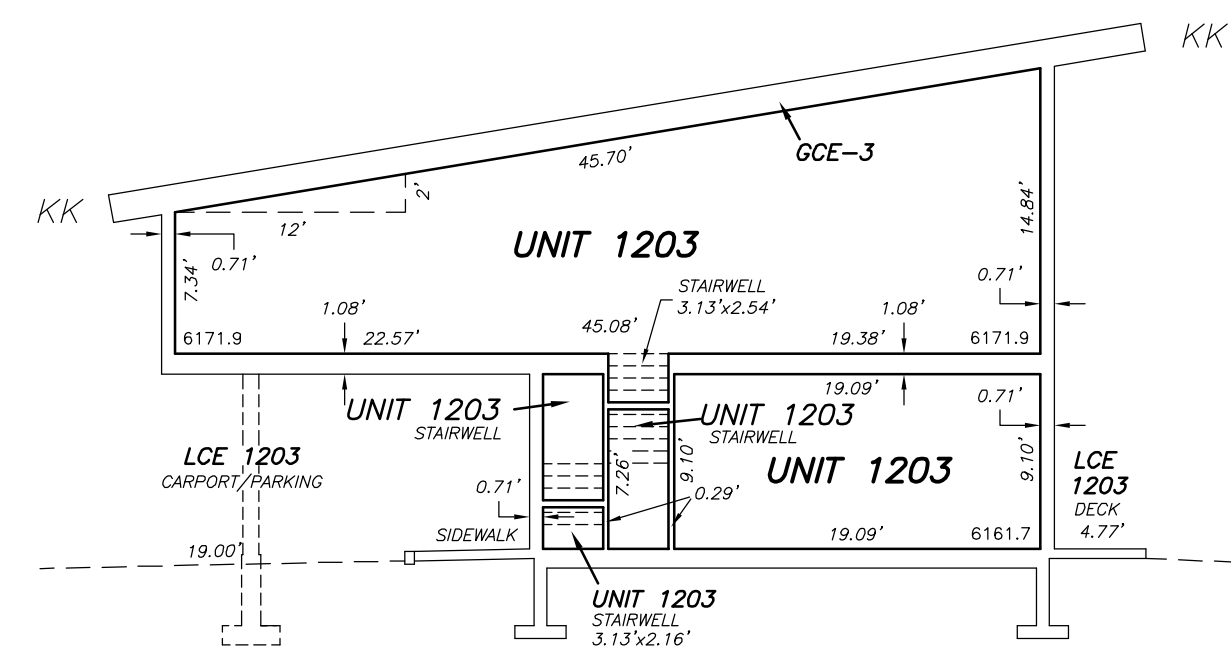
CROSS-SECTION HH-HH'



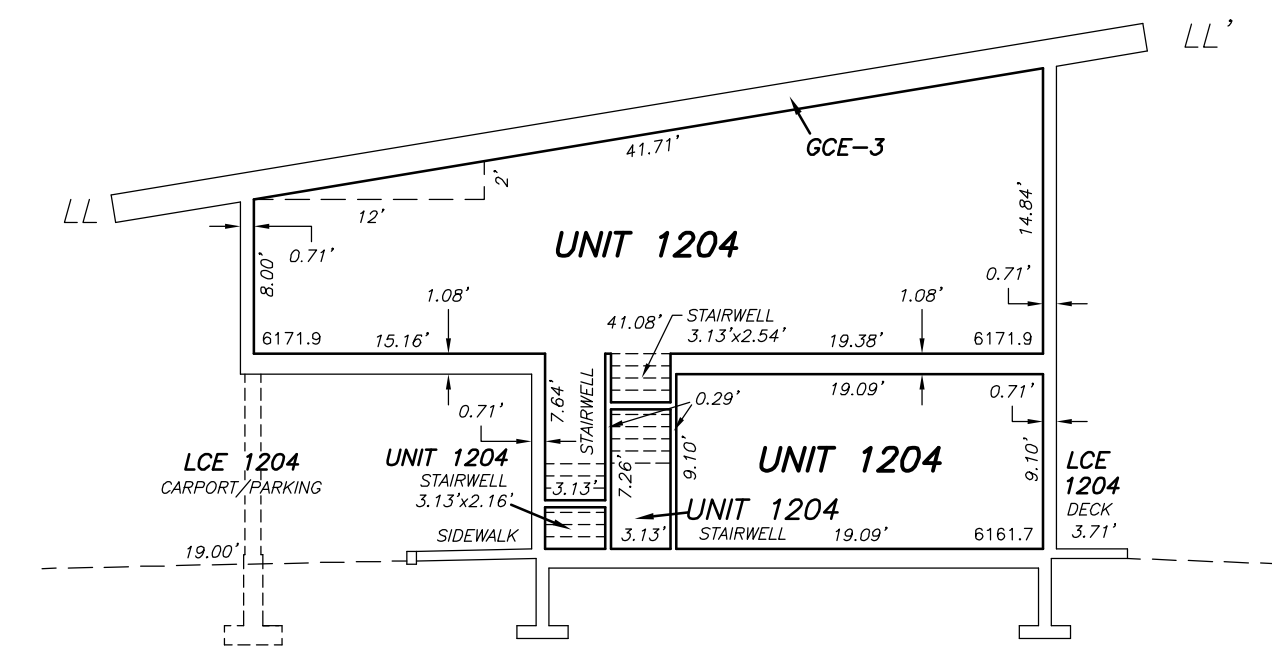
CROSS-SECTION JJ-JJ'



CROSS-SECTION KK-KK'



CROSS-SECTION LL-LL'



LEGEND

NOTE: The following terminology is in accordance with the Condominium Ownership Act, Wyoming Statutes, Section 34-20-101 through 34-20-104.

UNIT 1201 INDICATES THE UNIT NUMBER DEFINING THE INDIVIDUAL AIR SPACE UNIT
--- 0.46' INDICATES THE DIMENSION BETWEEN THE UNFINISHED EXTERIOR WALL AND THE BOUNDARY OF THE AIR SPACE UNIT OR BETWEEN BOUNDARIES OF ADJACENT AIR SPACE UNITS

18.99' INDICATES AN AIR SPACE UNIT DIMENSION

LINE AND LABEL OF CROSS-SECTION

9.10' CEILING HEIGHT

--- EXTERIOR FACE OF BUILDING
--- BOUNDARY OF AIR SPACE UNIT
--- LIMITED COMMON ELEMENT
--- APPROXIMATE FINISHED GRADE

GRAPHIC SCALE



1 INCH = 10 FEET
VERTICAL DATUM: NAVD88
BASED ON TETON COUNTY
CONTROL NETWORK

On Sight
LAND SURVEYORS, INC.

155 West Gill Ave.
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

FINAL PLAT
**THE GROVE CONDOMINIUMS PHASE THREE
THIRD FILING**
ADDITION TO THE TOWN OF JACKSON
(AN AFFORDABLE HOUSING CONDOMINIUM SUBDIVISION)
BEING PART OF
THE GROVE CONDOMINIUMS PHASE THREE FIRST FILING
ADDITION TO THE TOWN OF JACKSON
PLAT NO. 1394 &
&
THE GROVE CONDOMINIUMS PHASE THREE SECOND FILING
ADDITION TO THE TOWN OF JACKSON
PLAT NO. 1407
LOCATED WITHIN
NW1/4SW1/4 SECTION 33
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING

**TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: 4/14/2021**

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: Grove Phase 3 (3rd Filing)
2. LOCATION: 825 W. Snow King Ave.
3. PROJECT NUMBER: _____
4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	<u>X</u>	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	_____		1.25	_____
1 BEDROOM	_____		1.75	_____
2 BEDROOM	_____		2.25	_____
3 BEDROOM	<u>8</u>		3.00	<u>24</u>
4 BEDROOM	_____		3.75	_____
5 BEDROOM	_____		4.50	_____
EACH ADDITIONAL BEDROOM	_____		0.50	_____
DORMITORY	_____		1 per 150 sf of net habitable area	_____
TOTAL				_____

5. CALCULATE REQUIRED PARK ACREAGE:

$$\underline{24} \text{ TOTAL PROJECTED POPULATION } \times \frac{\underline{9 \text{ ACRES}}}{1000 \text{ RESIDENTS}} = \underline{0.216} \text{ REQUIRED ACRES}$$

6. CALCULATE CASH-IN-LIEU:

$$\underline{0.216} \text{ REQUIRED ACRES } \times \$100,000 \text{ (VALUE OF LAND)} = \$ \underline{21,600} \text{ CASH-IN-LIEU}$$

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE: 4/14/2021

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: Grove Phase 3 (3rd Filing)
2. LOCATION: 825 W. Snow King
3. PROJECT NUMBER: _____

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		_____		_____
.015 ACRES PER UNIT MULTI-FAMILY		<u>8</u>		<u>0.12</u>

5. CALCULATE CASH IN-LIEU:

$$\frac{0.12}{\text{LAND DEDICATION STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \frac{12,000}{\text{CASH-IN-LIEU}}$$

6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

STAFF REPORT



Meeting Date:	3 May 2021	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Floren Poliseo
Agenda Item:	B19-0393 Construction Management Plan at 135 N Cache St (Hotel Jackson Phase 2)	Public Comment:	Yes

Purpose & Policy Considerations.

Town Council consideration and discussion of the Construction Management Plan for Hotel Jackson Phase 2 as it relates to use of the public right-of-way for construction related activities and community impact.

Requested Action.

Consider approval of the proposed Construction Management Plan (CMP) and discuss any remaining items Council is concerned with.

Recommendations.

Staff recommends approval of the Construction Management Plan (CMP) for Hotel Jackson Phase 2 as presented.

Background.

At the March 15, 2021 Regular Town Council Meeting, Council discussed and heard public comment on a CMP that was denied. Council provided direction to staff and the applicant to conduct additional stakeholder outreach and return to Council with an updated CMP that addresses the issues raised in public comments.

Analysis.

Staff's role in reviewing the CMP is to balance constructability and safety with community impacts and concerns.

Following Council's direction at the March 15, 2021 meeting, the applicant took the following actions:

1. Met with their design consultant, their construction contractor, and several Town staff on-site to discuss the issues raised by neighbors and potential solutions.
2. Hosted a Zoom meeting with neighboring property owners, which was noticed through door-to-door contact and forwarded to other in-town business owners and stakeholders by one of the invitees.
3. Conducted follow-up conversations with some neighboring business.

The below is a summary of the updates to the CMP, related to the three items for consideration included in the staff report and discussed at the March 15, 2021 Council Meeting:

- a. **Pedestrian Access** – Pedestrian access is proposed to be maintained on the west side of N Cache St for businesses on both sides of the construction site from either direction, throughout the duration of construction. Pedestrians will be able to cross the construction access and bypass the active construction site with barriers between them and road traffic and construction activity. A flagger and gates will stop pedestrians when trucks enter or exit the construction site, then allow them to pass once the entrance/exit is clear.
- b. **Use of Right-of-Way** – The CMP as presented begins construction and use of the right-of-way in May of 2021 and continues for two years with final sidewalk installation and use of the right-of-way ending in April 2023. The applicant has presented a CMP that can be executed by the contractor and that maintains pedestrian access and two-way vehicular travel on North Cache St throughout the project. The current CMP includes heavy and frequent trucking during the summer season (June 15 through September 25) and it will be the contractor's responsibility to work with the high traffic and pedestrian volumes present during those times.
- c. **Vehicular Detour** – While the project will be constructed in several phases, the CMP as it relates to use of the travel and parking lanes is proposed in two different staging configurations:
 - **Stage 1:** This configuration is generally contained to within the parking lane and sidewalk area on the west side of North Cache St., with little to no encroachment into the south bound travel lane. The plan allows for travel within the established travel lanes in both directions and provides a continuous protected pedestrian access on the west

side of Cache St. As proposed, this stage will be used for all of the project except for September through October 2021. The staging utilizes 5 parking spaces on the west side of Cache St.

- **Stage 2:** This configuration encroaches into the southbound travel lane. Vehicular traffic will be shifted to the east side of Cache St. in the vicinity of the construction. Continuous protected pedestrian access is provided on the west side of Cache St. As proposed this stage would be implemented September and October 2021. The staging utilizes 7 parking spaces on the west side and 7 parking spaces on the east side of Cache St. There is a variation for concrete pours that will utilize 8 parking spaces on the west side of the road for a day at a time. The plan also includes a concrete barrier set on the east sidewalk, narrowing the walkway to about six feet, to provide a barrier between the shifted traffic and the pedestrians.

As presented the project will predominantly function in Stage 1. Because it is not practical to predict and provide for every situation on a project this size, there may be times in either stage where modifications are needed.

PUBLIC COMMENT

The below is a summary of concerns that were brought up during public comment:

- d. **Construction Start Date** – Much of the public comment received since these revised plans were discussed states that a preferred start date of November 1 or later would benefit adjacent businesses because summer is their busiest season and the pandemic impacted business last summer.
A later start date presents other challenges with building codes, pedestrian and traffic control, legal issues, and snow management operations due to certain construction activities occurring in different seasons than currently presented.
- e. **Vibration** – The proposed shoring minimizes vibration.
- f. **Structural Collapse at Neighboring Buildings** – The purpose of the proposed shoring system is to prevent structural failure surrounding the work zone.
- g. **Traffic Backups on North Cache Street** – The proposed CMP Stage 1 configuration, which is proposed for all but two months of the project, maintains both lanes of travel in their normal configuration. The Stage 2 configuration involves a double lane shift to the east and is currently proposed for the shoulder season in September and October 2021. The proposed CMP includes a plan to stage trucks off-site until they are ready to be moved into the construction site, in an effort to minimize disruption to traffic on North Cache Street. Significant deliveries would be planned for off peak and early morning hours.
- h. **Dust** – The CMP includes dust mitigation measures to minimize dust produced from the site.
- i. **Business Signage / Marketing** – The CMP includes more information regarding advertising for adjacent businesses and increased signage, including logos, to inform people that the businesses are open and accessible during construction.
- j. **Parking** – The applicant proposes using private property that they own in the vicinity of the project for contractor parking as well as encouraging carpooling. For time restricted parking spaces not permitted to be utilized for construction, parking will be enforced for vehicles parked on the road per normal operations. Utilizing parking for construction requires an encroachment permit and fees would apply per code.
- k. **St. John's Cranes and Shoring** – The CMP no longer proposes a crane on the church property. At the time of staff report preparation negotiations were ongoing with the church on an agreement to use parts of their property for shoring. While a condition of the building permit, this shoring is not critical to the CMP.
- l. **Prior Comments** – The updated CMP generally addressed prior comments and staff will coordinate with the applicant on minor revisions to this CMP.

In general, the updated CMP reduces impacts of the project to residents, businesses, and guests throughout construction and enables pedestrian access to all businesses adjacent to construction throughout the duration of the project. The CMP is a working plan and subject to future modifications and adjustments.

Alternatives (Optional).

Town Council may choose to:

1. accept the CMP as presented.
2. deny the CMP as presented.

3. Continue the CMP with request to have the CMP revised and brought back to council at a later date.
4. other

Comprehensive Plan & Priority Alignment.

While the CMP does not directly relate to the Comp Plan, the proposed development supports the following Comp Plan Policies:

Common Value 2: Growth Management

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

The new lodging units, restaurant and spa on this property will help add visitors and new residents within easy walking distance to downtown Jackson shops, amenities, and transportation options.

4.2.d: Create a Downtown Retail Shopping District

While no retail is proposed with this project, the addition of visitor lodging facilities within easy walking distance of the stores and restaurants of downtown will help support a vibrant, year-round retail district in the downtown.

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

The proposed new lodging units are within walking and biking distance to the Town Square Area.

Common Value 3: Quality of Life

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

Hotel Jackson is a local business that has been in the Valley for a number of years. This proposed development will continue to support jobs.

6.3.a: Ensure year-round economic viability

While no retail is proposed with this project, the addition of visitor lodging facilities within easy walking distance of the stores and restaurants of downtown will help support a vibrant, year-round retail district in the downtown.

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

The proposed redevelopment will provide visitor accommodations in the heart of downtown Jackson where all of the alternative modes of travel – walking, biking, and transit – are convenient and readily available.

Fiscal Impact.

Public Right of Way (Encroachment) Permit fees for use of the time restricted parking spaces would be approximately \$355,000.00.

Staff Impact.

Town Administration, Planning, Public Works, Legal and Engineering staff have provided approximately 75 hours of review and coordination time on the CMP. During construction staff will likely spend 1-3 hours per week for the duration of construction checking the project, reviewing traffic control, processing right-of-way permits, responding to requests, making inspections, etc. (103-310 hours total during construction).

Attachments or Links.

Proposed Construction Management Plan, 4/23/2021.

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to direct staff to approve the Construction Management Plan (CMP) for Hotel Jackson Phase 2 as presented and subject to any future modification as may be required by the Town.



Construction Management Plan

for

Hotel Jackson Phase 2

135 N. Cache

Town of Jackson

April 23, 2021

List of Maps and Figures for Site Plan:

- Exhibit 1 - Traffic Construction Staging Roadway Cross Section (All Stages)
- Exhibit 2 - Traffic Staging (Stage 1)
- Exhibit 3 - Traffic Staging / Vehicle Turning Model (Stage 2A – Non-Pour Days)
- Exhibit 4 - Traffic Staging / Vehicle Turning Model (Stage 2B – Pour Days)
- Exhibit 5 - Demolition, Excavation & Shoring - Generalized Site Map (Traffic / Pedestrian Stage I)
- Exhibit 6 - Concrete, Foundations, & Steel Erection - Generalized Site Map (Traffic / Pedestrian Stage II - Double Lane Shift)
- Exhibit 7 - Structure Enclosed / Siding & Interior Work - Generalized Site Map (Traffic / Pedestrian Stage I)
- Exhibit 8 - Structure Enclosed - Site Restoration & Turnover
- Exhibit 9a - Traffic Control Plan – Vehicular Signage
- Exhibit 9b - Traffic Control Plan – Pedestrian Signage
- Exhibit 10a - Traffic Control Plan (Traffic Stage 1A Non-Working Hours)
- Exhibit 10b - Traffic Control Plan (Traffic Stage 1B Working Hours)
- Exhibit 11a - Traffic Control Plan (Traffic Stage 2A - Double Lane Shift – Non-Pour Days)
- Exhibit 11b - Traffic Control Plan (Traffic Stage 2B - Double Lane Shift – Pour Days)
- Exhibit 12 - Large Truck Staging Map
- Exhibit 13 - ADA Ramp Diagrams
- Exhibit 14 - Median Barrier Schematic
- Exhibit 15 - Attenuator Specifications
- Exhibit 16 - CMP Neighborhood Outreach Summary Map
- Exhibit 17 - Neighborhood Outreach Contact List
- Exhibit 18 - Summary of Comments from CMP Neighborhood Meeting
- Exhibit 19 - “Open for Business During Construction” Signage concept
- Exhibit 20 - Concrete Washout Specifications



HOTEL JACKSON PHASE II GENERAL PROJECT OVERVIEW

Hotel Jackson Phase II Construction is the continuation and completion of a two-phase development plan that was approved and planned as a part of the original Hotel Jackson development. This part of the project primarily includes support areas and added public amenities, additional lodging units and expanded food and beverage options for hotel guests and the public. This construction was always planned to be completed separately and after Phase I was completed. The building will front 135 N. Cache Street and connect to the existing Hotel Jackson at 120 N. Glenwood. Given site constraints, which were known would exist upon receiving the original phased approval plan from the Jackson Town Council, use of the Town right-of-way is necessary for the safe and successful completion of this project.

As such, we have developed the following construction management plan (CMP) which aims to balance three main priorities:

1. Continual safe pedestrian access to neighboring properties and their respective businesses.
2. Always maintaining two lanes of traffic (one northbound, and one southbound) during the entire construction process.
3. Ensuring that the plan is executable and safe while maintaining the aforementioned priorities.

We know that there may be instances or circumstances that arise that we have not anticipated. Having the flexibility to adjust, while balancing and respecting our priorities, will help us navigate those unanticipated circumstances and contribute to the success of the project. Changes to the CMP will be done in coordination with the Town of Jackson and will be communicated to the neighbors in the immediate vicinity prior to execution.



TRAFFIC AND PEDESTRIAN PLAN NARRATIVE

In order to execute on our CMP plan, we have identified two different pedestrian/traffic plans, herein referred to as Stage 1 and Stage 2.

- **Stage 1:** This stage utilizes the equivalent of approximately 5 parking spaces (TBD by TOJ) on the west side of Cache Street 116 feet. This area will allow for the safe entry and exit of construction vehicles, equipment, and materials into and in front of the construction site (“Construction Zone”). The Construction Zone and Pedestrian Walkway during this time will not encroach into the vehicular travel lanes and only encumber the parking lane and a portion of the existing sidewalk. When the site does not have active entry and exit, these parking spaces will be utilized by the contractor and their subcontractors for staging, supplies, access, and other construction related activities that contribute to the successful execution of the project. Unless a vehicle or equipment is actively accessing or departing the construction zone, pedestrian access will always be available through the proposed Pedestrian Walkway which safely circumnavigates the construction site (Exhibit 2).
- **Stage 2:** This stage can be broken into two different sub-phases, both of which require a double land shift, called Stage 2A and Stage 2B. ***Stage 2A will be the primary configuration (6 days a week), whereas Stage 2B will be the configuration only 1 day per week during concrete pouring. Stage 2B will not occur on a Sunday in consideration of St. Johns Church functions.***
 - **Stage 2A** utilizes the equivalent of approximately 6 parking spaces or 137 linear feet on the west side of Cache Street and the equivalent of 7 parking spaces on the east side of Cache Street or approximately 148 linear feet. The Construction Zone and Pedestrian Walkway in Stage 2A would partially extend into the southbound travel lane of Cache Street. These additional eastern 7 parking spaces allow for a safe “double lane shift” and provide the Construction Zone with additional width to accommodate wider equipment. During this stage, two lanes of travel will be always maintained that meet or exceed Wyoming Department of Transportation minimum standards per WYDOTs Traffic Control for Roadway Work Operations (2011). When the site does not have active entry and exit, the west parking spaces will be utilized by the contractor and their subcontractors for staging, supplies, access, and other construction related activities that contribute to the successful execution of the project. The eastern parking spaces will act as a roadway. Unless a vehicle or equipment is actively accessing or departing the construction zone, pedestrian access will always be available through the proposed Pedestrian Walkway on the west, which safely circumnavigates the



construction site. Pedestrian access will not be inhibited at any time on the eastern sidewalk (Exhibit 3).

- **Stage 2B** utilizes the equivalent of approximately 8 parking spaces or 175 linear feet on the west side of Cache Street, and the equivalent of 7 parking spaces on the east side of Cache Street or approximately 148 linear feet. The Construction Zone and Pedestrian Walkway in Stage 2B would partially extend into the southbound travel lane of Cache Street. These additional eastern 7 parking spaces allow for a safe “double lane shift” and provide the Construction Zone with additional width to accommodate wider equipment. During this stage, two lanes of travel will be always maintained that meet or exceed Wyoming Department of Transportation minimum standards per WYDOTs Traffic Control for Roadway Work Operations (2011). When the site does not have active entry and exit, the west parking spaces will be utilized by the contractor and their subcontractors for staging, supplies, access, and other construction related activities that contribute to the successful execution of the project. The eastern parking spaces will act as a roadway. Unless a vehicle or equipment is actively accessing or departing the construction zone, pedestrian access will always be available through the proposed Pedestrian Walkway on the west, which safely circumnavigates the construction site. Pedestrian access will not be inhibited at any time on the eastern sidewalk (Exhibit 4).
- **ADA RAMPS:** During both Phase I and Phase II, ADA compliant ramps will be installed on the North and South ends of the Pedestrian Walkway on the west side of Cache for compliant access off and back up to the boardwalk. Street level ADA ramps will adhere to WYDOT standard plans (608-1B), (Exhibit 13).
- **VEHICULAR SIGNS:** MUTCD compliant signage will be utilized to ensure drivers are aware of any necessary conditions and safety considerations. Prior to producing MUTCD-compliant signage we will seek the required approval and guidance from the Town of Jackson (Exhibit 9A).
- **PEDESTRIAN SIGNAGE:** Detailed pedestrian signage is planned for the many surrounding businesses. These “A-Frame Sandwich Board” signs will incorporate business logos and be placed on boardwalks at a variety of locations near the vicinity of the Construction Zone to ensure the surrounding public is aware that these businesses are open. Sandbags will be used to ensure that signs will not blow away during weather. Walkway signage will ensure pedestrians know there is pedestrian access around the construction site and will help direct them. Signage may also be incorporated into the decorative construction fencing as well as business logos and partner info (Exhibit 9B & 19).



ANTICIPATED STAGE TIMING AND DURATION

At the beginning of construction and for approximately 5 month or until construction dictates the need for a wider construction site, we propose the Stage 1 traffic and pedestrian configuration. Subsequently, we propose the Stage 2A and Stage 2B plan. Mindful of snow removal and overnight parking restrictions in the public right of way, this plan is anticipated to be run until the end of October. If necessary, we will seek permission for continued use of the Stage 2 plan beyond November 1st on a day-to-day basis. We will then revert to the Stage 1 plan for the duration of the construction. We plan to adhere to finishing the project in the Stage 1 configuration, but if more space is necessary due to a short or medium-term need for a mobile wheeled crane, or other unanticipated condition, we may revert to a Stage 2A or 2B layout. If this must occur, we will coordinate closely with the TOJ and neighbors to minimize public impact, general traffic confusion, address any snow or other conditions and minimize time spent in the ROW.

- **STAGE TIMING:** START DATE (STAGE 1) MAY – SEPT – TRANSITION (Stage 2) SEPT -OCT.– TRANSITION (STAGE 1) - NOV – COMPLETION.

PROPOSED SCHEDULE

Total construction time estimated to be 24 months¹

Anticipated construction timelines are set forth below and subject to adjustment:

- Weeks 1 & 2 (Traffic / Stage 1 Pedestrian and Vehicular Traffic Plan - May 2021)
 - Erect construction fencing, decorative screening and install pedestrian walkway that extends to the fog line of the West Cache Street parking lane.
 - Sidewalk and Curb removal
 - ADA ramp construction
 - Asbestos removal
- Weeks 3-5 (Traffic / Stage 1 Plan – May-June 2021)
 - Site Preparation
 - Structural Demolition
- Weeks 6 -20 (Traffic / Stage 1 Plan – June-August 2021)
 - Excavation/Shoring/Foundation
- Weeks 20 -35 (Traffic / Stage 2 Pedestrian and Vehicular Traffic Plan – September-October 31, 2021)
 - Above grade shell construction
 - Divert pedestrian traffic into Pedestrian Walkway allowing pedestrian access along the entirety of the west side of Cache.

¹ Note: changes to the CMP may increase the total time for construction.



- Update local business signage to reflect sidewalk detour and business access.
- Week 35 (Traffic / Stage 1 Plan – November 1, 2021)
 - Return to Traffic / Pedestrian Plan Stage 1. At this point we will coordinate with the TOJ to pull the barriers back to the fog line and return vehicular traffic to normal. The pedestrian walkway will remain but be shifted to the west to reclaim the vehicular travel lanes.
 - Remove pedestrian walkway from right-of-way.
 - Move construction fencing and Jersey Barriers back to fog line (parking lanes)
 - Re-arrange signage to reflect sidewalks and businesses are open access.
- Weeks 41+ (Traffic / Stage 1 Plan - January 2022 through completion)
 - Above Grade Shell Construction Continues
 - Exterior/Interior
 - We will work on finalizing the east façade of the new building first to minimize impacts in the right of way. We plan to adhere to the Stage 1 Plan, although if more space is necessary, we may revert to a Stage 2 layout. If this must occur, we will coordinate closely with the TOJ to minimize public impact, time spent in the ROW, and general traffic confusion.
- Week 103 (Traffic / Stage 1 Plan – April 2023)
 - Sidewalk and boardwalk restoration

CONSTRUCTION SCHEDULE & TIMING IMPACTS

The original CMP presented to the Jackson Town Council and the Public proposed an 18-month construction timeline. The currently proposed schedule is expected to take approximately 24 months. The difference between these two timelines is attributable to the tradeoff's that have been incorporated with public input, immediate and surrounding neighbor meetings and suggestions from the Town of Jackson.

- **SCHEDULE DIFFERENCES:** Our original CMP, and a separate CMP prepared by a different contractor initially contemplated closing the sidewalk during the entirety of construction whereby pedestrians could not cross in front of the Construction Zone. Our current plan ensures continued pedestrian access at all times of the construction process. While this might not seem like a significant difference, it should be noted that the front of the construction zone is our only access, and balancing pedestrians and construction activities will inevitably decelerate the construction schedule.
- **CRANE:** Our original plan proposed two smaller, less intrusive cranes so that we could work more efficiently with multiple coordinated picks. Our current CMP, based on neighborhood comments, utilizes a single tower crane, centered on the



construction site, which will require multiple picks to ensure safety and not swinging materials over neighboring buildings. This single crane reduces speed and efficiency.

- **START TIME:** The original CMP proposed an April start time in order to take advantage of off-season and have sufficient time during warm weather months to complete the tasks better suited for warm weather. Our current schedule has been modified to a May start. It has been suggested that we should start construction in November of this year. We do not feel this is necessary as we are proposing a plan that maintains continual pedestrian accessibility to neighboring properties and businesses, two lanes of vehicular traffic, and balances the above two with safety and constructability. Considering other prominent projects have been allowed to utilize the public right of way during summers months, while providing similar considerations, we believe requesting a late fall/winter start to be an unreasonable request to make.
- **WINTER CONDITIONS:** Starting during the fall will add additional time and serious constraints on construction which could extend total construction from 24 to more than 32 months due to excavation, shoring and concrete work occurring during winter conditions. Most construction projects in Jackson go to great lengths to avoid excavation and concrete work in the winter.

PUBLIC RIGHT-OF-WAY WORK AND ENCROACHMENT

Our proposed schedule will require use of the public right-of-way to complete all stages of the project. Excavation, shoring, concrete, and steel erection is anticipated to take 8 months. In response to neighbor concerns, instead of proposing to close the west sidewalk of Cache to pedestrian traffic, we propose to include the Pedestrian Walkway which will require the use of the equivalent of 5 parking spaces (See Exhibit 2) on Cache Street to allow for removal of material and material deliveries. This will allow pedestrian access to St. John's Church on the north end, and Gaslight Alley businesses and stairwell on the south end. While this will increase the total construction time, as stated previously, maintaining continual pedestrian access is part of our 3 main CMP principals.

We have analyzed entry and exit into the space with a series of vehicle turn models prepared by Civil Engineers at Y2 Consultants and have concluded that there is adequate space to enter and leave construction area in a manner that is safe for pedestrians, normal vehicular traffic, and construction vehicles (Exhibits 2-4).

- **VEHICULAR TURN MODEL:**



- **STAGE 1:** Civil Engineers at Y2 Consultants have provided a turn model for Stage I. This model shows ample space and the ability of a vehicles 35 feet in length to be able to safely enter and leave the Construction Zone. The total length needed to achieve this is 116 feet. It provides for continual pedestrian access as well as two-way traffic. In Stage 1, the southbound lane will be 11.75' wide, well above the minimum standards for WYDOT. The northbound lane will be 12.5' wide. This is the most common configuration and represents most of the construction project (Exhibit 2).
- **STAGE 2A:** Civil Engineers at Y2 Consultants have provided a model showing a double lane shift scenario. This scenario will be used for the majority of Stage 2, while concrete pouring is not occurring. This stage will use a double lane shift to accommodate construction staging, specifically pump trucks. During this Phase II A, which represents the bulk of this stage, 137 linear feet of public right-of-way will be requested on the west side of Cache St. These 137 feet represent the minimum length necessary for construction vehicles to enter and exit the construction zone. The east side will require 168 linear feet of public right-of-way to accommodate the lane shift. In addition, a Jersey Barrier will be provided along the east curb line for the duration of the lane shift for pedestrian protection (Exhibit 3).
- **STAGE 2B:** Civil Engineers at Y2 Consultants have provided a model showing a double lane shift scenario. This model will be used once per week during the concrete pour days. As we will be staging two vehicles, the pump truck, and the cement mixer, one in front of the other, we need additional length to allow the safe exit of the cement mixers. 175 linear feet of public right-of-way will be needed to accomplish this turning movement. Once the cement mixer has completed its pour and is ready to depart, it will back up and then pull out into traffic. This will ensure that no traffic is disrupted as it can continuously flow. The east side will require 168 linear feet of public right-of-way to accommodate the lane shift. In addition, a Jersey Barrier will be provided along the east curb line for the duration of the lane shift for pedestrian protection (Exhibit 4).
- **USE OF LARGER TRUCKS:** In response to comments that we consider using larger trucks for efficient loading during excavation, due to turn radius, town road constraints, traffic impacts, and other concerns, we have concluded that utilizing standard dump truck and flatbed models will result in quicker and safer deliveries and constructability.



- **CURB AND BOARDWALK:** The curb and boardwalk in front of the subject area will be removed and replaced per Town of Jackson Public work standards (boardwalk) located on the town engineering website, as well as WYDOT standards for the curb. See project schedule for estimated tear-down and restoration dates, and Exhibit 8 for a visual extent of boardwalk and curb replacement.
- **ADA ACCESS:** Pedestrians will travel on an ADA and WYDOT (608-1B) compliant surface between the sidewalk and Pedestrian Walkway. The inner barrier of the pedestrian walkway will be delineated with a detectable edge line for pedestrians with visual disabilities. This is an imperative component to maximize public safety and minimize delays to pedestrians, vehicles, and construction traffic (See Exhibit 13).
- **RIGHT OF WAY:** The owner and contractor are aware that the right-of-way is a shared use area, including community special events and Town capital improvement projects. They will coordinate with the Town to accommodate these events.

PUBLIC IMPACT & COMMENTS

The owner/applicant, as directed by the Jackson Town Council, has coordinated with the Town to identify those properties and businesses most impacted by the pending construction. As such, we have been in direct discussions with our neighboring businesses and landowners as well as their respective representatives about how we can accommodate their concerns, while proceeding with our construction plans in a timely manner.

- **Outreach/Transparency:** On March 31, 2020, the developer hosted a neighborhood Zoom meeting with 39 attendees. While no sign in sheet was available, the attendees included the developer's direct neighbors and many surrounding businesses on North Cache. After the meeting, the developer met onsite with 5 additional individuals and interested parties from neighboring businesses. We continue to meet with businesses and neighbors as we finalize the CMP and have made our contact information available to answer questions and address concerns.
 - Please see attached distribution list for local businesses, neighborhood outreach map (Exhibit 16), correspondence summaries and a summary of questions, concerns and comments raised at the neighborhood meeting (Exhibit 17).
- **Public Alley:** The alleyway on west Deloney is currently used for material deliveries, waste removal and safety egress for Hotel Jackson, Gaslight Alley Businesses and



- Skinny Skis. This alleyway is shared among the adjacent businesses, construction deliveries utilizing this access point will be no more intrusive than current or past business uses to avoid disruption of regular alley uses. If construction deliveries are necessary in this area; deliveries will be at times that do not conflict with the peak use periods (late mornings and afternoons) and be completed timely. Given the feedback from the Town and our neighbors, no crane use or concrete pumping is proposed in the alleyway.
- **Pedestrian Access:** The owner/applicant recognizes the importance of continuous foot traffic on both sides of North Cache and is proposing a traffic control plan that will allow for two-way vehicular traffic while simultaneously allowing pedestrian traffic on both sides of the street from the start to the end of construction. This will allow neighboring business owners to capitalize on the summer and winter seasons. Both the Stage 1 and Stage 2A and 2B Pedestrian and Vehicular Traffic Plans allow for two-way vehicular traffic on Cache Street and safe pedestrian walkways that skirt the construction site allowing access to all businesses on the west side of Cache Street. The entrance to Browse and Buy, St. John's church, and the stairwell to the upstairs businesses of Gaslight Alley, and Gaslight Alley walkway will not be blocked by construction activities (Exhibits 9-11).
 - **Mid-Street Crosswalk Denial:** The developer reached out to WYDOT Traffic Engineer Darin Kaufman requesting a mid-street crosswalk which he verbally denied. During a draft CMP review, Mr. Kauffman's written response during CMP review is as follows: "Pedestrian route is maintained during all stages, therefore the need for pedestrian crossing mid-block is not necessary." "Midblock crossings are not desirable per MUTCD (6D.01) near the work area..." The applicant and the contractor do not believe that a mid-street cross walk is feasible or necessary WYDOTs comments and the pedestrian access.
 - **Dust Control:** Neighbors have raised concerns about dust during excavation. Best practices will be used to reduce the associated impacts of dust including the use of water to keep dust down, drive off mats for trucks exiting the construction site and load tarps for dump trucks as they transport loads. Soils and dirt will not be stockpiled during excavation which negates a major contributor for dust on site. Loads will be dug and loaded directly into dump trucks further reducing the propensity for dust.
 - **Business Signage/Marketing:** Signage will be strategically posted around the immediate and surrounding vicinity, with their logos, on a sandwich board like apparatus, stating that those specific businesses, in the immediate vicinity of the Construction Zone, are open for business. The construction fence screening will also



be used to market the hotel project, neighboring businesses and look aesthetically appealing (see example of style of screening) to further enhance the pedestrian walkway. The developer will look at newspaper and or radio advertisements to further ensure that the public knows that these businesses are open during construction. The intent is ensuring that the public has the best information possible and knows that these businesses are open (See Exhibit 9B and 19).

CONSTRUCTION PARKING, DELIVERIES, AND STAGING

- **STAGING YARD:** Deliveries between the staging yard on Gill and Glenwood and the construction site will be primarily by truck with secure loads. There will be no forklift transportation between the two sites or in the right-of-way from June 15th – September 15th. (See Exhibit 12)
- **CONTRACTOR PARKING:** The contractor and applicant understand the importance of downtown parking for the surrounding businesses. The contractor will direct their subs not to use street parking. Additionally, subcontractors having to move their vehicles every 3 hours will disrupt work activity. To help ensure this happens, the developer will be using privately owned surrounding vacant properties in the immediate vicinity of the project site for construction worker parking located off the alley between Glenwood and Millward and Gill and Deloney. This is perceived to be ample contractor parking. Additionally, crews will be encouraged to carpool. Offsite staging for large trucks, materials and other will be at privately owned property.

SITE LOGISTICS

- **WORK HOURS:** Anticipated work hours will be within the allowed hours of 7AM-7PM Monday thru Friday. Weekends/Holidays work hours 8AM-5PM as needed to maintain or exceed the projected schedule.
- **PEDESTRIAN ACCESS/SAFETY:** The continuous walkway ensures that if no construction is happening or if the work occurring is completely within the Construction Zone, there will be unconstrained pedestrian access from the North and the South around the job site. During times when vehicles, or materials are accessing the site or crossing through pedestrian walkway, the contractor will provide pedestrian safety personnel workers at each gate or as needed to ensure pedestrian safety. Barricades, jersey barriers, candles, signage, and gates are planned to direct and protect pedestrian traffic. See exhibits 7 & 9B for proposed sign locations and verbiage. Applicant will work with TOJ if necessary, to further modify signage for exact verbiage.



- **TRAFFIC CONTROL PLANS:** See attached diagrams for illustration of truck traffic and traffic control for Stage 1 and Stage 2A & 2B of the project (Exhibits 9-11). Idaho Traffic Safety worked in conjunction with Y2Consultants Civil Engineering to prepare detailed Traffic Control Stage Plans, pedestrian signage, and detour maps, and a MUTCD compliant vehicular signage map.
- **VEHICULAR COORDINATION:** When construction vehicles are ready to enter the Construction Zone, they will radio ahead from the staging area depicted in Exhibit 12. The pedestrian safety personnel will maneuver the gate to temporarily block pedestrian traffic and safely keep them back from the driveway. The gate also opens the construction site to the entering vehicle. The vehicle, like a car driving down the road pulls directly into the construction site without impacting any traffic. Once the vehicle is in, the gate will be maneuvered back so that pedestrians can resume walking through the walkway and construction activity continues. When a vehicle exits, the same will happen, the gate will open, pedestrians will be temporarily stopped and the vehicle will gently merge with the oncoming traffic, like a car leaving its parallel parking space on Cache Street.
- **DELIVERIES:** Significant deliveries to the Construction Zone will be scheduled during off peak and early morning times to reduce any potential vehicular or pedestrian impacts.
- **CONSTRUCTION OFFICES:** Construction Site Offices located directly South of project site, in offices above Gaslight Alley at 35 West Deloney.
- **TEMP FACILITIES:** All temporary facilities, i.e., Trash Dumpsters, Temporary Bathrooms will be located within the site and relocated as needed to facilitate work.
- **CONSTRUCTION FENCING:** The construction fencing will not inhibit pedestrian entrances to Gaslight Alley or St. John's Episcopal Church (Exhibits 2-4). Construction fencing will have decorative screening by local artisans and graphic designers to enhance the visual aesthetics to pedestrians. We are also working with local artists to increase the visual appeal of the jersey barriers. See concept example below:



STORMWATER MANAGEMENT

- **STORMWATER:** This project spans from lot line to lot line, and all stormwater calculations have been included as part of the building permit plan-set. Jersey Barriers will be cleaned and closely inspected for stormwater impediments.
- **EXCAVATION:** During the excavation stage precautions will be taken to ensure runoff in the right of way remains free of construction debris – I.E., straw wattles within the gutter draining away from the project site, workers available to sweep/clean any stray dirt/debris.
- **WASHOUTS:** Concrete washout devices will be included (please see Exhibit 20 for detailed specifications) and all excess concrete left in the shoot will be washed into the device. When left over material is dry, it will be put in a dump truck and disposed.

SHORING

- **COORDINATION:** The installation of this project's foundation and below-grade structural construction are anticipated to require coordination and planning prior to and during execution to arrive at a reasonable and prudent impact to the Town, adjacent property owners, and public.



- **RIGHT OF WAY:** During excavation, shoring, concrete work and steel erection, construction equipment and trucks will only encroach on the sidewalk area and parking lane within the Construction Zone, with a concrete barrier forming the Pedestrian Walkway on the west side of Cache Street providing for uninterrupted pedestrian access to businesses from the start of construction.
- **SYSTEM:** The shoring system consists of vertical micropiles the first 16 feet down from existing grade, and horizontal soil nails below that. Easement agreements for the micropiles located into adjacent properties and the public right of way have been filed. Gaslight Alley has executed such an agreement, the Town of Jackson has approved its encroachment agreement. The developer is still in discussions with St. John's at this time.
- **PROCESS:** Excavation and shoring will occur in 6-8' lifts. Dirt is removed to the required level, micropiles and soil nails are then installed, shotcrete is sprayed on the vertical faces and the next lift begins. Vertical concrete walls are subsequently formed and poured.
- **FAMILIARITY:** This shoring system has been utilized multiple times in the Jackson Town Square area and does not create significant ground vibration or high noise levels. Utilizing this system is more advantageous than driving steel pylons which have a significant noise impact.

CRANE OPERATIONS

- **LOCATION & RADIUS:** Please see attached site plan (Exhibit 3) for the proposed crane location and lift radius. We currently plan to stage just one crane on site in the elevator shaft of the proposed development.
- **PICKS:** Locations for delivery and picking of material shown on attached site plan.
- **SAFETY:** Material picks are not allowed adjacent to areas open to the public unless they are within a fenced construction zone. Cranes will be operated by a certified operator and follow industry and OSHA standards.



STABILIZED CONSTRUCTION ACCESS

- **PUBLIC RIGHT OF WAY:** Excavation trucks will be loaded with material in the public right-of-way (Sidewalk/Parking Lane) inside of the Construction Zone.
- **PUMP TRUCKS AND WIDE EQUIPMENT:** Adequate space has been allocated for concrete and pump trucks in the construction zone. The designated area has been modeled to show adequate access during all phases based on maximum vehicular dimensions. During entry and exit of construction vehicles and materials, pedestrian safety has been considered and barriers as well as signage will be used to ensure a safe working environment. (Exhibit 2-4)
- **SITE CLEANLINESS:** Labor will be on hand to remove and clean any excess material that gets tracked into the right-of-way. Neighboring businesses and adjacent boardwalk will be monitored for cleanliness daily.
- **COORDINATION:** Trucks will not stage, queue, or stand in the travel lanes or parking area. They will only stage in the fenced off construction staging area. If necessary, large trucks may stage on owner/applicant's private lot, entering through N. Glenwood and exiting on Gill Ave.

TRAFFIC CONTROL

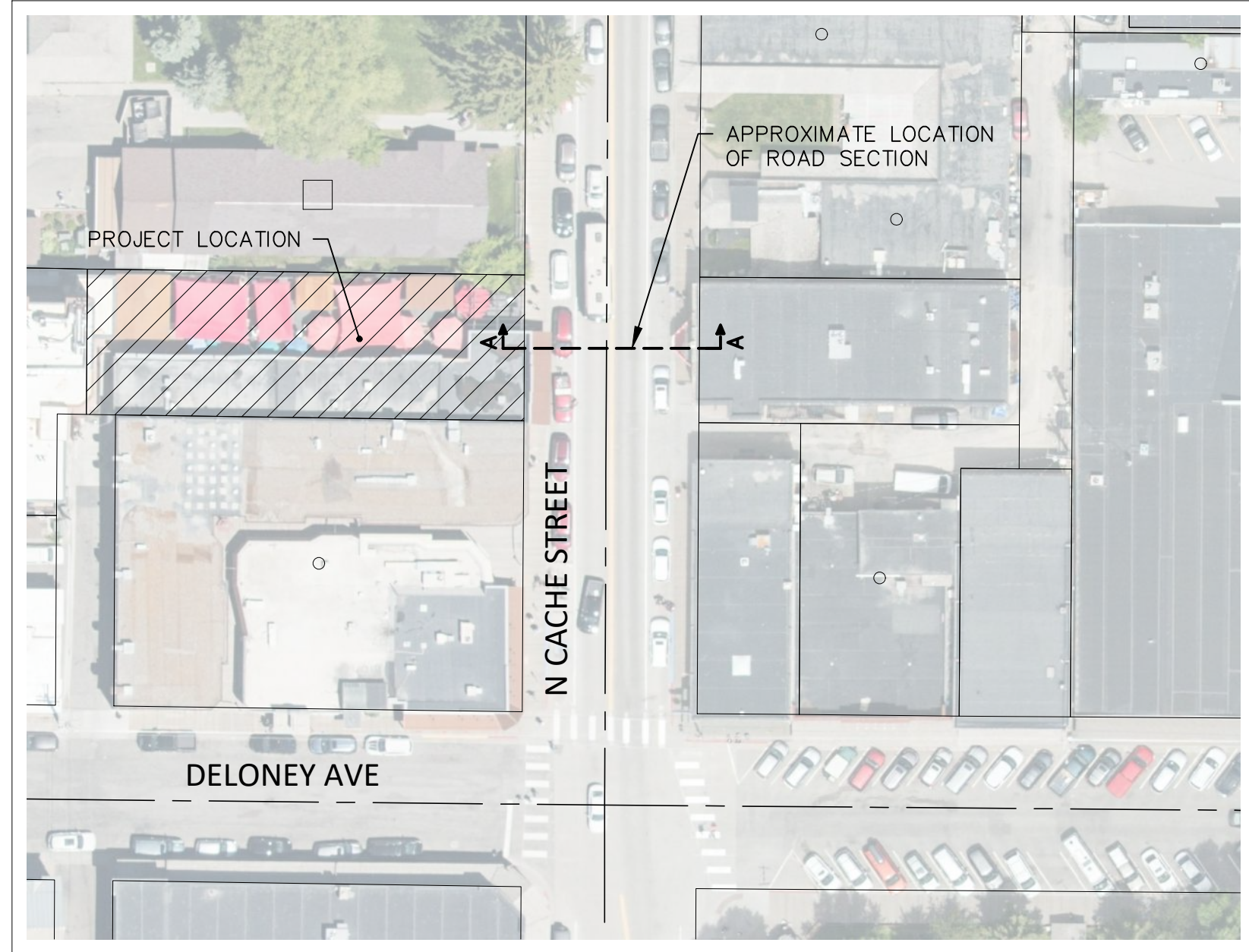
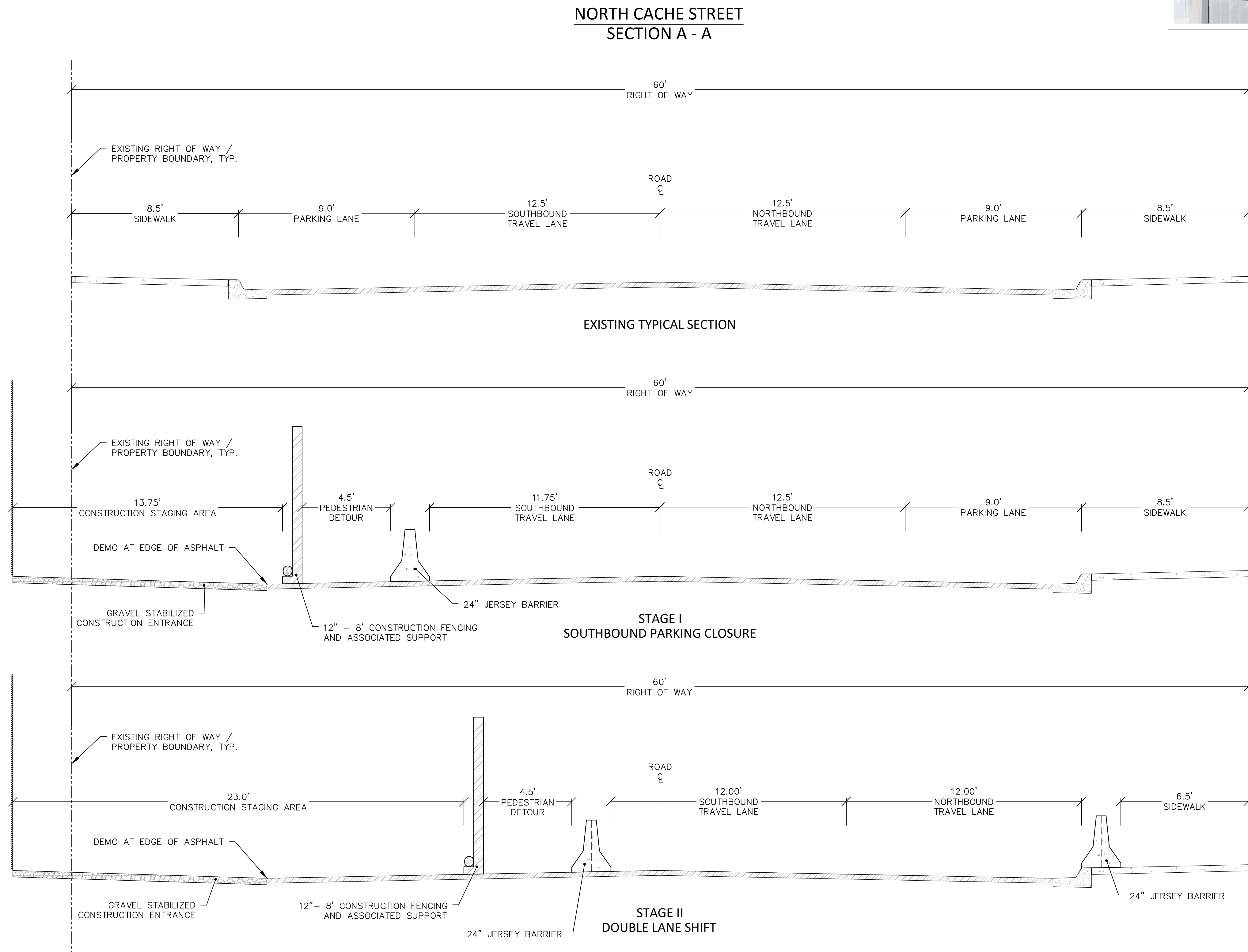
- **STAGE 1 – NO LANE SHIFT:** The north and southbound lanes on Cache Street will remain in place throughout this phase of construction. Stage 1 is the predominant traffic configuration throughout all phases of construction. This stage will accommodate uninterrupted pedestrian flow on the west side of Cache around the construction site, while maintaining regular two-way flow of vehicular traffic on Cache. Traffic turn radius modeling was extensively analyzed by Y2 Consultants Civil Engineering Department (See Exhibit 2). All stages of construction will allow direct access to Gaslight Alley businesses, Browse and Buy, and St. Johns Church.
- **STAGE 2 - DOUBLE LANE SHIFT:** The north and southbound lanes on Cache Street will remain in place throughout this phase of construction. Traffic will be realigned to the east during this phase. Traffic turn radius and taper length modeling was extensively analyzed by Y2 Consultants Civil Engineering Department. The findings show that the largest scheduled equipment can navigate entry and exit to the construction parking zone while maintaining vehicular traffic flow during the double lane shift stage and pedestrian access on the east and west boardwalks (See Exhibit 1, 3, and 4).



- **TRAFFIC CONTROL PLANS:** See attached diagrams for illustration of truck traffic and traffic control for Stage 1 and Stage 2 of the project (Exhibits 9-11). Idaho Traffic Safety worked in conjunction with Y2Consultants Civil Engineering to prepare detailed Traffic Control Stage Plans, pedestrian detour signage, and a MUTCD compliant vehicular signage plan diagram.
- **DELINEATORS:** Fixed channelized tubular (reflective / high visibility) traffic delineator markers will be used in conjunction with concrete Jersey Barriers to delineate travel lanes and separate pedestrians and regular traffic from construction site traffic. Glue down (raised pavement markers) delineators will be yellow double sided. During winter months temporary striping and/or channelization. Tubular devices will have adequate ballast.
- **BARRIER:** Concrete Jersey Barrier standard 10' medium barrier made by Old Castle Precast. These composite block longitudinal median barriers comply with the Manual for Assessing Safety Hardware's (MASH) highway standards and roadside design guide Routine maintenance will occur to clear debris to ensure no stormwater blockage occurs. Dimensions: 120"L x 24"W x 32"H, top of unit is 6" thick. (See Exhibit 14). One Test Level 1 18' long attenuator will be utilized for traffic safety on the north end of the southbound traffic lane (See Exhibit 15).
- **WINTER CONDITIONS:** Site barriers will not interfere with Town snow removal. We plan on utilizing our Stage 1 Traffic plan (no lane shift) during winter months. Wapiti Corp will be responsible for all snow removal from along the barrier after each time the Town plows as well as regular clearing within the barriers as needed. Snow removed by the contractor will NOT be hauled to the Town fairgrounds. We anticipate using light equipment to clean up any snow residue left over due to TOJ plowing.

TRAFFIC CONSTRUCTION STAGING ROADWAY CROSS SECTION

1. RIGHT OF WAY AND PROPERTY BOUNDARIES SHOWN ARE BASED ON PUBLICLY AVAILABLE GIS DATA PROVIDED BY TETON COUNTY.
2. EXISTING LANE WIDTHS AND DISTRIBUTION APPROXIMATELY MEASURED AND LOCATED BASED ON FIELD MEASUREMENTS PROVIDED BY CONTRACTOR USED IN CONJUNCTION WITH GIS DATA AND AERIAL IMAGERY PROVIDED BY TETON COUNTY.
3. TYPICAL SECTIONS DRAWN BELOW ARE REPRESENTATIVE DEPICTIONS OF THE PROPOSED TEMPORARY CONDITIONS AND ARE NOT DRAWN TO SCALE.



VICINITY MAP



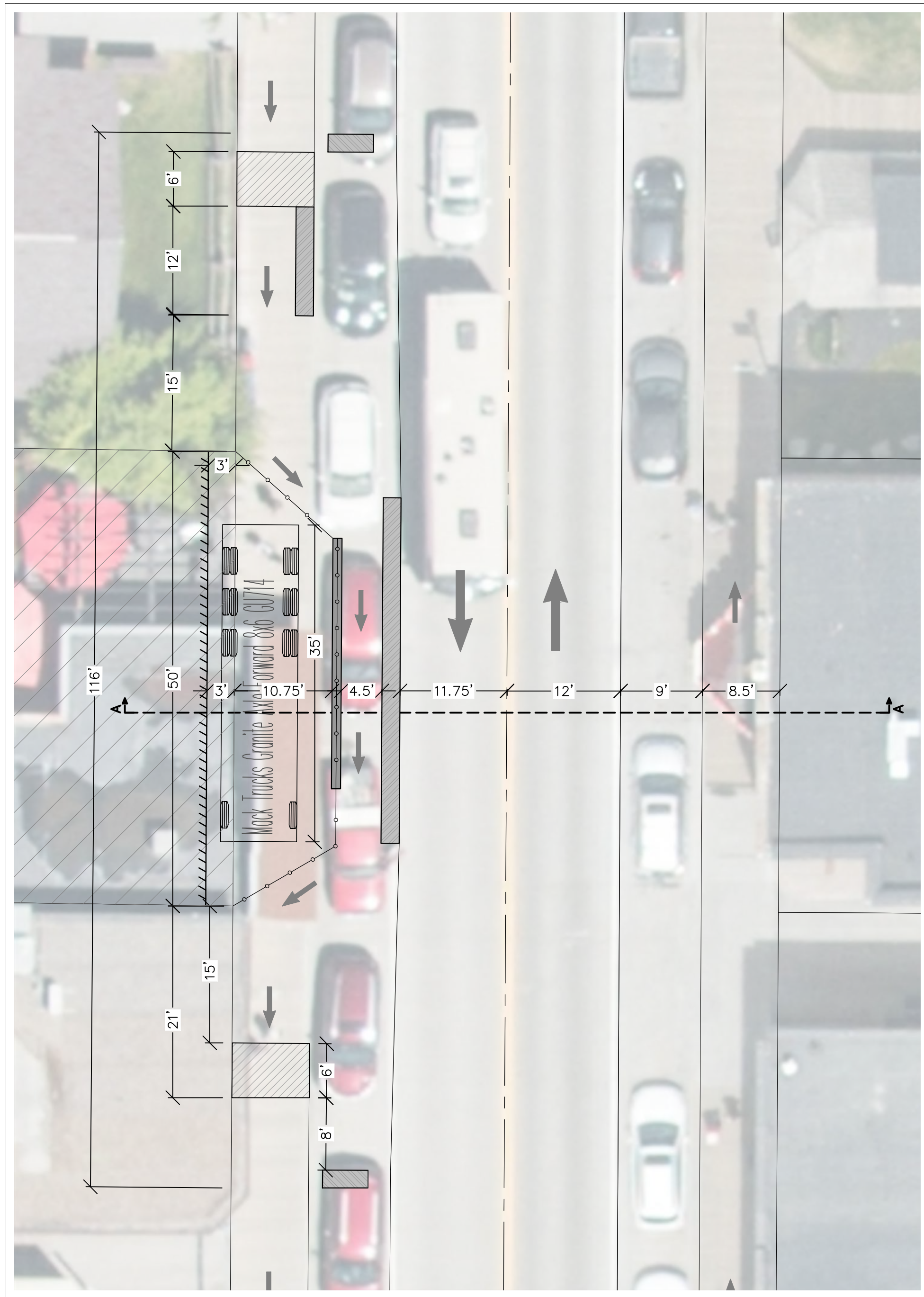
HOTEL JACKSON – EXHIBIT 2

TRAFFIC STAGING

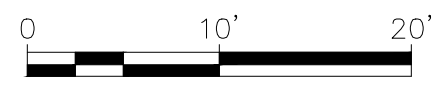
STAGE I

NOTES:

1. RIGHT OF WAY AND PROPERTY BOUNDARIES SHOWN ARE BASED ON PUBLICLY AVAILABLE GIS DATA PROVIDED BY TETON COUNTY.
2. EXISTING LANE WIDTHS AND DISTRIBUTION APPROXIMATELY MEASURED AND LOCATED BASED ON FIELD MEASUREMENTS PROVIDED BY CONTRACTOR USED IN CONJUNCTION WITH GIS DATA AND AERIAL IMAGERY PROVIDED BY TETON COUNTY.
3. TYPICAL SECTIONS DRAWN BELOW ARE REPRESENTATIVE DEPICTIONS OF THE PROPOSED TEMPORARY CONDITIONS AND ARE NOT DRAWN TO SCALE.
4. SIDEWALK DIRECTIONAL ARROWS SHOWN FOR REPRESENTATIONAL PURPOSES ONLY. SIDEWALK WILL ALLOW FOR TRAVEL IN BOTH THE NORTH AND SOUTH DIRECTIONS THROUGHOUT THE DURATION OF CONSTRUCTION.
5. VEHICLES FOR MODELING TURNING MOVEMENTS WERE SELECTED TO MOST ACCURATELY REPRESENT THE PROPOSED CONSTRUCTION VEHICLES THAT WILL BE ON SITE.
6. PARKING SPACES USED THROUGHOUT THE DURATION OF STAGE I:
 - 6.1. SOUTHBOUND DIRECTION OF N. CACHE ST WILL BE IMPACTED FOR 116 FT RESULTING IN THE ENCUMBRANCE OF 6 SPACES.

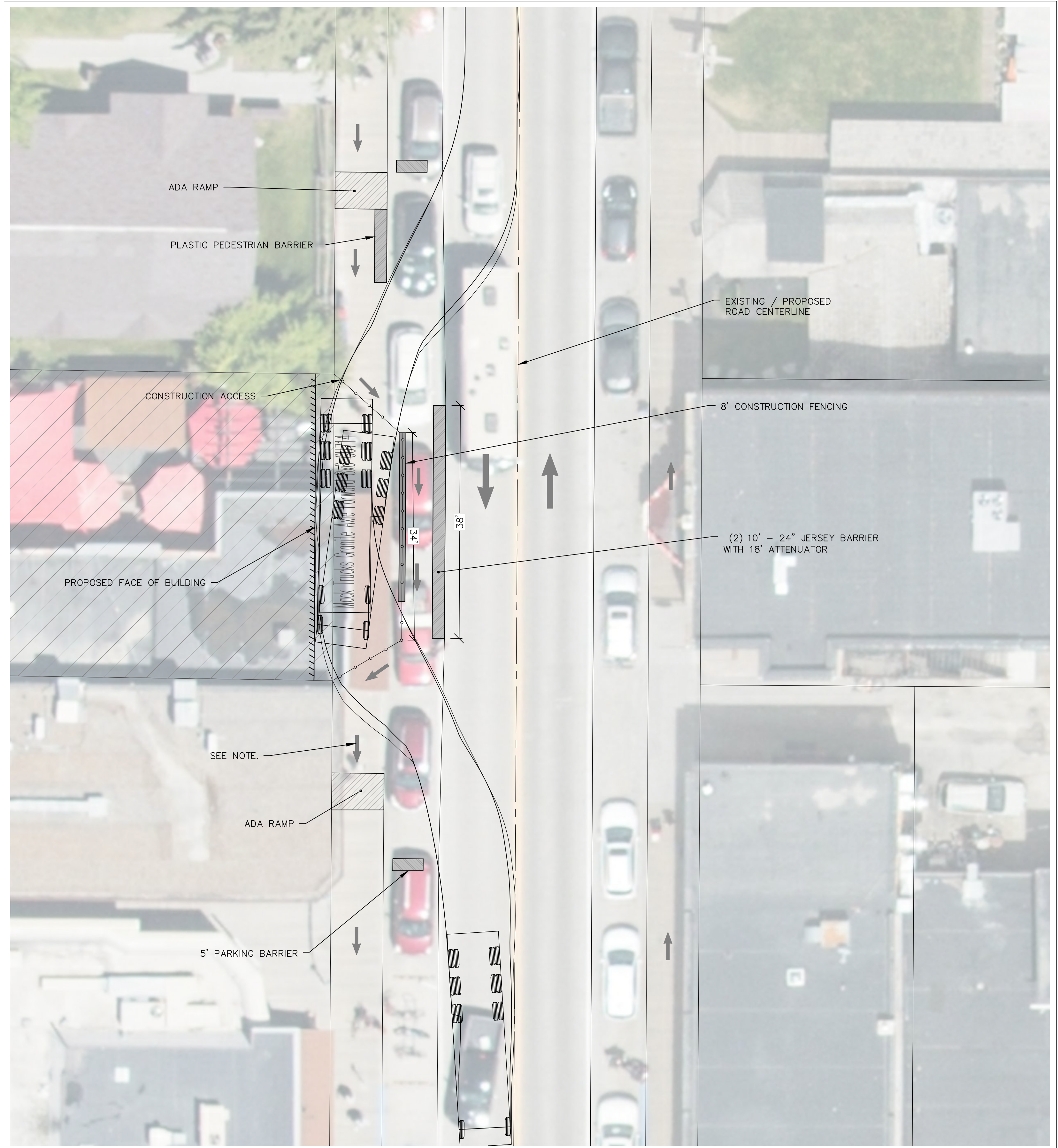


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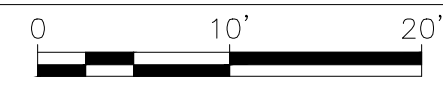


BARREL MIXER NOTES:

- | 1. | VEHICLE TRACKING PROVIDED TO REPRESENT WORST CASE SCENARIO VEHICLE AS DESCRIBED |
|--------|---|
| | IN THE CMP NARRATIVE, VEHICLE VARIABLES BELOW: |
| 1.1. | LENGTH: 34.833 FT |
| 1.2. | WIDTH: 08.375 FT |
| 1.3. | WHEEL TO WHEEL LENGTH: 18.917 FT |
| 1.4. | TURNING RADI: |
| 1.4.1. | INNER WHEEL: 27.728 FT |
| 1.4.2. | OUTER WHEEL: 43.100 FT |
| 1.4.3. | OUTER BODY: 44.686 FT |



BARREL MIXER
ARRIVAL AND DEPARTURE



DATE	DRAWING SET TITLE
04/23/2021	STREET SECTIONS
DRAWN BY: SAH	
CHECKED BY: KC	JOB #: 20154



HOTEL JACKSON
WAPITI
135 N CACHE STREET
JACKSON, WY

EXHIBIT 2 - STAGE I
OVERVIEW

T1.2

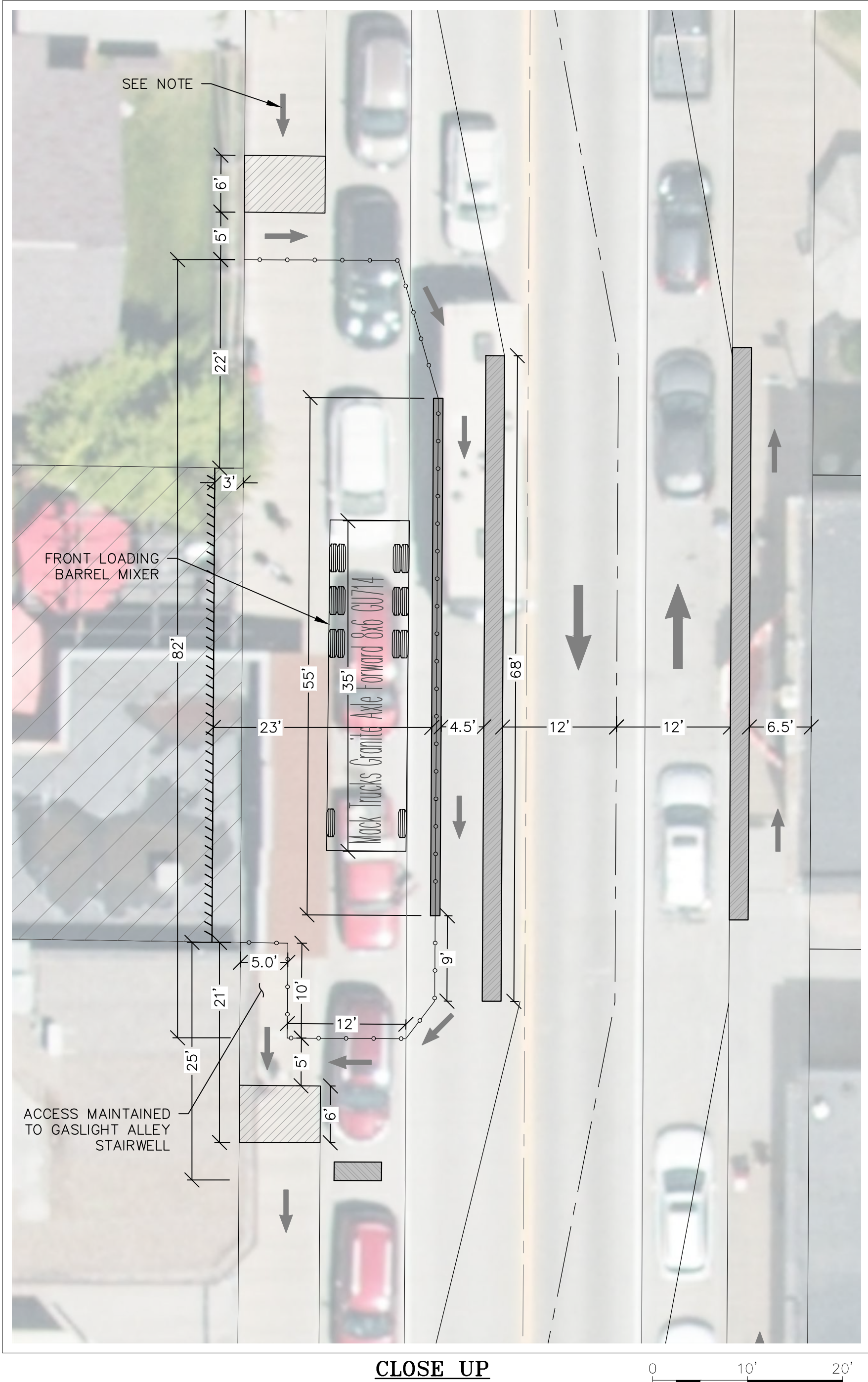
HOTEL JACKSON — EXHIBIT 3

TRAFFIC STAGING

STAGE II — A

- NOTES:**
- RIGHT OF WAY AND PROPERTY BOUNDARIES SHOWN ARE BASED ON PUBLICLY AVAILABLE GIS DATA PROVIDED BY TETON COUNTY.
 - EXISTING LANE WIDTHS AND DISTRIBUTION APPROXIMATELY MEASURED AND LOCATED BASED ON FIELD MEASUREMENTS PROVIDED BY CONTRACTOR USED IN CONJUNCTION WITH GIS DATA AND AERIAL IMAGERY PROVIDED BY TETON COUNTY.
 - SIDEWALK DIRECTIONAL ARROWS SHOWN FOR REPRESENTATIONAL PURPOSES ONLY. SIDEWALK WILL ALLOW FOR TRAVEL IN BOTH THE NORTH AND SOUTH DIRECTIONS THROUGHOUT THE DURATION OF CONSTRUCTION.
 - ACCESS AND EGRESS FROM THE SITE BY BE COMPLETED SOLELY USING THE SOUTHBOUND DIRECTION OF TRAVEL.
 - VEHICLES FOR MODELING TURNING MOVEMENTS WERE SELECTED TO MOST ACCURATELY REPRESENT THE PROPOSED CONSTRUCTION VEHICLES THAT WILL BE ON SITE.
 - PARKING SPACES USED THROUGHOUT THE DURATION OF STAGE II—A:
 - NORTHBOUND DIRECTION OF N. CACHE ST WILL BE IMPACTED FOR 168 FT, INCLUDING 20 FT OF ACCESS TO THE ALLEY WAY, RESULTING IN THE ENCUMBRANCE OF 7 SPACES.
 - SOUTHBOUND DIRECTION OF N. CACHE ST WILL BE IMPACTED FOR 137 FT RESULTING IN THE ENCUMBRANCE OF 7 SPACES.
 - TAPER LENGTH WAS CALCULATED USING WYDOT AND ASSHTO STANDARDS FOR TEMPORARY TRAFFIC CONTROL.
 - WIDTH OF LANE SHIFT: 9.5 FT
 - SPEED: 25 MPH

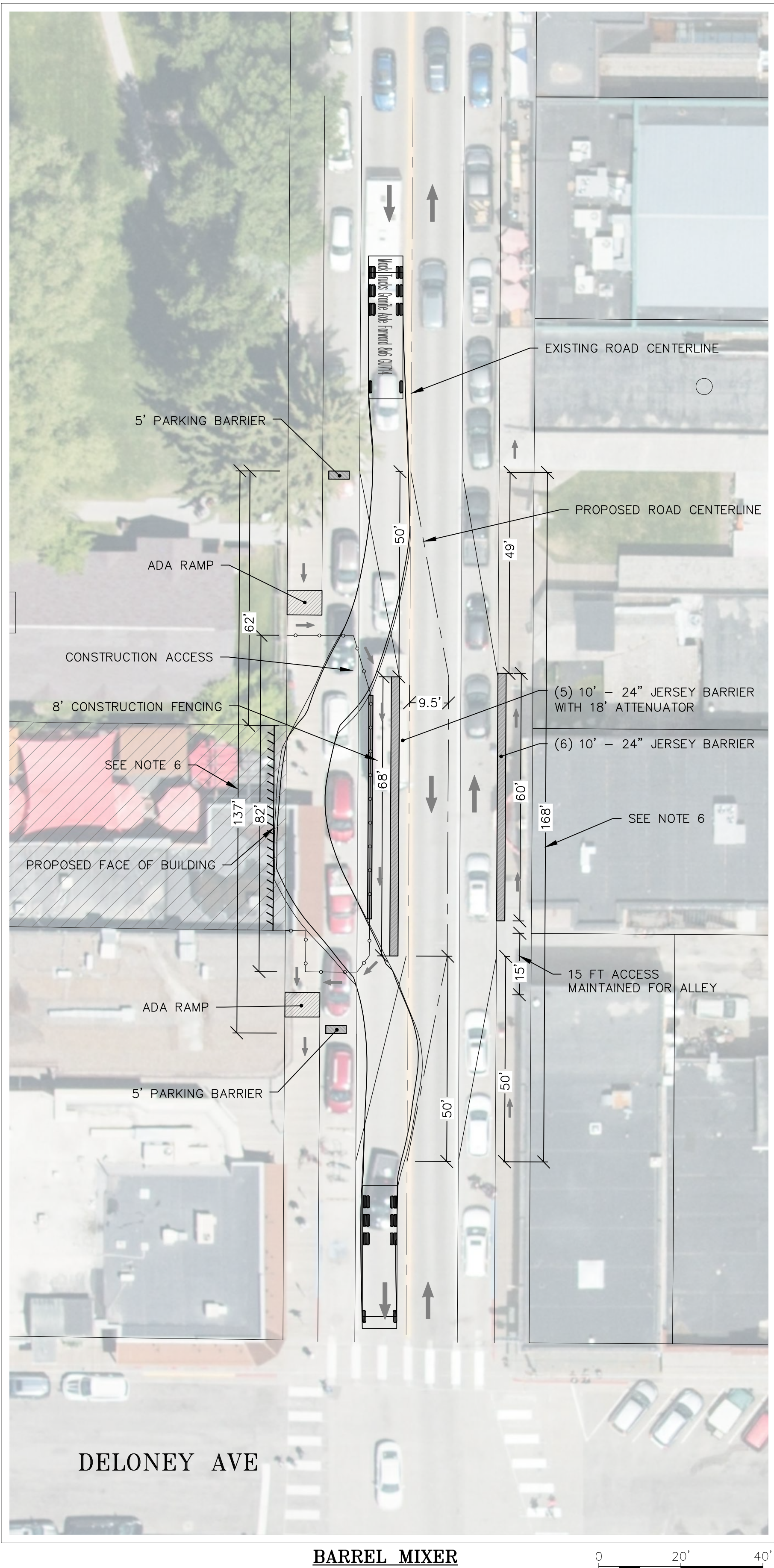
$$L = \frac{1}{2} \frac{w s^2}{60} = 49.48$$



CLOSE UP

0 10' 20'

- BARREL MIXER NOTES:**
- VEHICLE TRACKING PROVIDED TO REPRESENT WORST CASE SCENARIO VEHICLE AS DESCRIBED IN THE CMP NARRATIVE. VEHICLE VARIABLES BELOW:
 - LENGTH: 34.833 FT
 - WIDTH: 08.375 FT
 - WHEEL TO WHEEL LENGTH: 18.917 FT
 - TURNING RADI:
 - INNER WHEEL: 27.728 FT
 - OUTER WHEEL: 43.100 FT
 - OUTER BODY: 44.686 FT



BARREL MIXER
ARRIVAL AND DEPARTURE

0 20' 40'



DRAWING SET TITLE	STREET SECTIONS
DATE	04/23/2021
DRAWN BY:	SAH
CHECKED BY:	KC
JOB #:	20154

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307 733 2559

HOTEL JACKSON
WAPITI
135 N CACHE STREET
JACKSON, WY

EXHIBIT 3 - STAGE II -
A OVERVIEW

T1.3

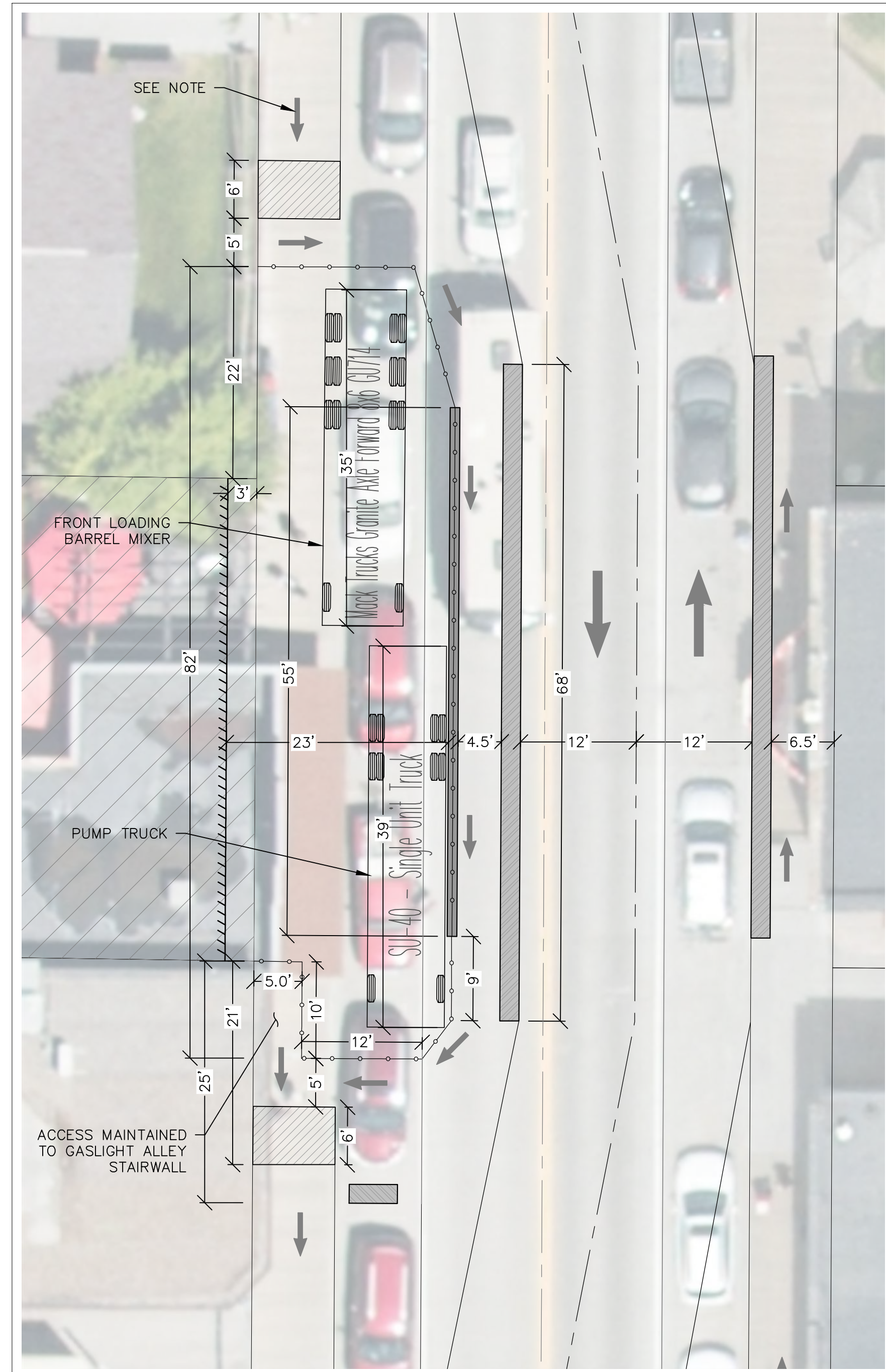
HOTEL JACKSON — EXHIBIT 4

TRAFFIC STAGING

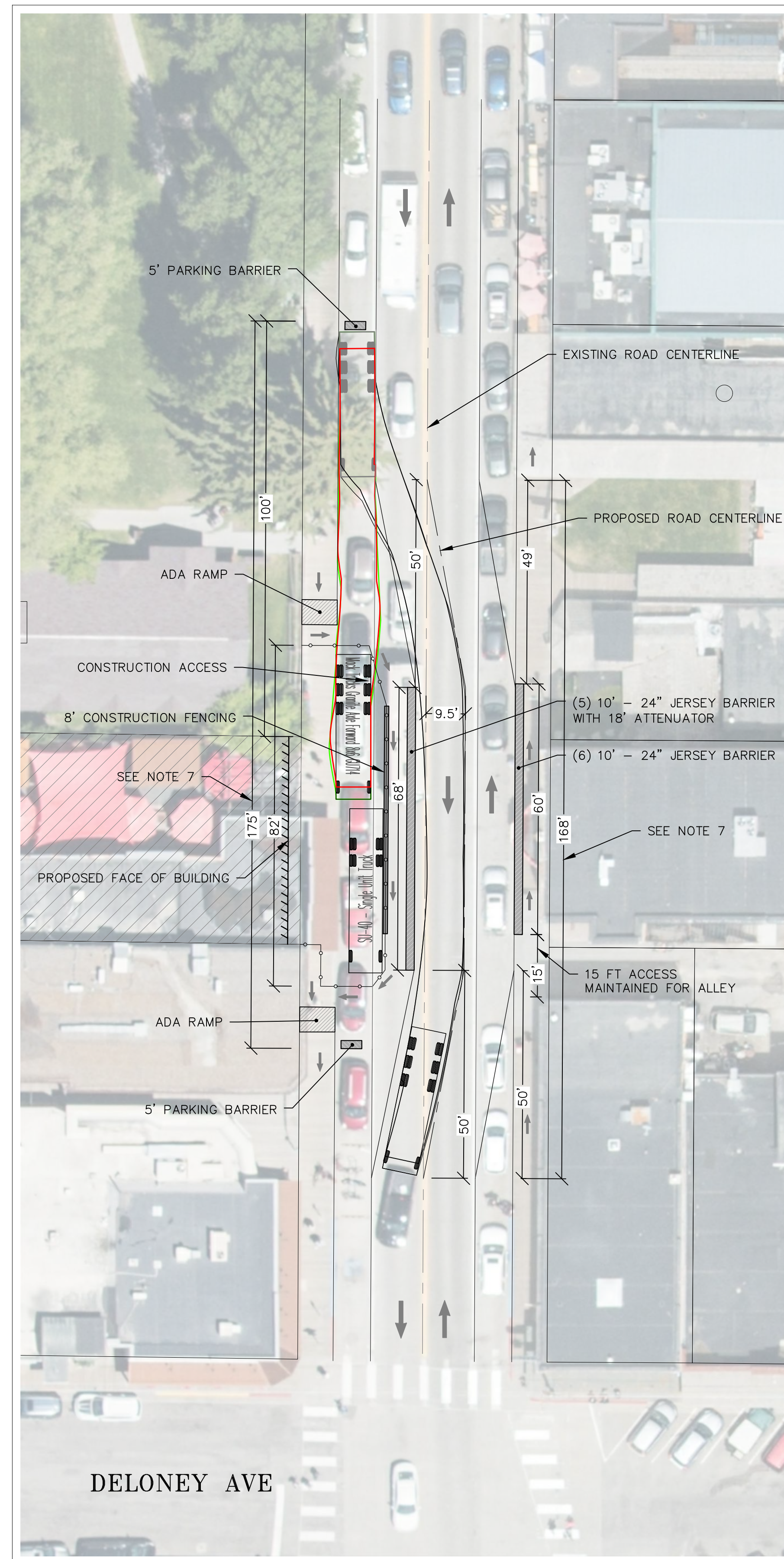
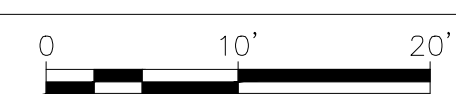
STAGE II — B

- NOTES:**
- RIGHT OF WAY AND PROPERTY BOUNDARIES SHOWN ARE BASED ON PUBLICLY AVAILABLE GIS DATA PROVIDED BY TETON COUNTY.
 - EXISTING LANE WIDTHS AND DISTRIBUTION APPROXIMATELY MEASURED AND LOCATED BASED ON FIELD MEASUREMENTS PROVIDED BY CONTRACTOR USED IN CONJUNCTION WITH GIS DATA AND AERIAL IMAGERY PROVIDED BY TETON COUNTY.
 - SIDEWALK DIRECTIONAL ARROWS SHOWN FOR REPRESENTATIONAL PURPOSES ONLY. SIDEWALK WILL ALLOW FOR TRAVEL IN BOTH THE NORTH AND SOUTH DIRECTIONS THROUGHOUT THE DURATION OF CONSTRUCTION.
 - ACCESS AND EGRESS FROM THE SITE WILL BE COMPLETED SOLELY USING THE SOUTHBOUND DIRECTION OF TRAVEL.
 - BARREL MIXER ARRIVAL VEHICLE TURNING MODEL HAS NOT BEEN SHOWN DUE TO EASE OF ACCESS IN THIS STAGING.
 - VEHICLES FOR MODELING TURNING MOVEMENTS WERE SELECTED TO MOST ACCURATELY REPRESENT THE PROPOSED CONSTRUCTION VEHICLES THAT WILL BE ON SITE.
 - PARKING SPACES USED THROUGHOUT THE DURATION OF STAGE II-B.
 - NORTHBOUND DIRECTION OF N. CACHE ST WILL BE IMPACTED FOR 168 FT, INCLUDING 20 FT OF ACCESS TO THE ALLEY WAY, RESULTING IN THE ENCUMBRANCE OF 7 SPACES.
 - SOUTHBOUND DIRECTION OF N. CACHE ST WILL BE IMPACTED FOR 175 FT RESULTING IN THE ENCUMBRANCE OF 8 SPACES.
 - TAPER LENGTH WAS CALCULATED USING WYDOT AND ASSHTO STANDARDS FOR TEMPORARY TRAFFIC CONTROL.
 - WIDTH OF LANE SHIFT: 9.5 FT
 - SPEED: 25 MPH

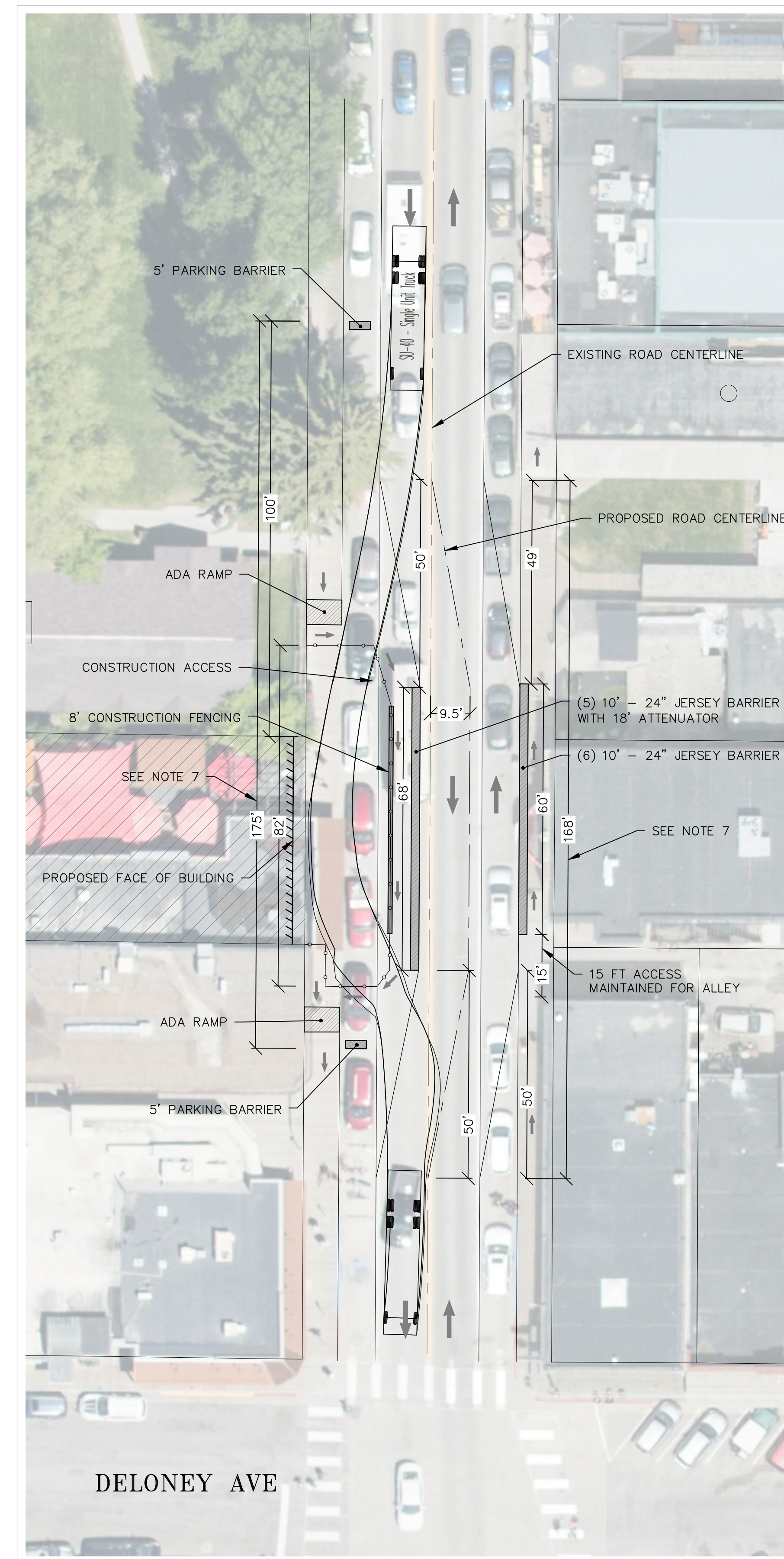
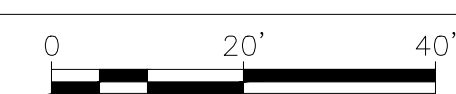
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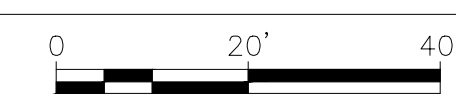
CLOSE UP



BARREL MIXER
DEPARTURE



PUMP TRUCK
ARRIVAL AND DEPARTURE



- PUMP TRUCK NOTES:**
- VEHICLE TRACKING PROVIDED TO REPRESENT WORST CASE SCENARIO VEHICLE AS DESCRIBED IN THE CMP NARRATIVE. VEHICLE VARIABLES BELOW:
 - LENGTH: 39.500 FT
 - WIDTH: 08.000 FT
 - WHEEL TO WHEEL LENGTH: 13.000 FT
 - TURNING RADIUS:
 - INNER WHEEL: 36.376 FT
 - OUTER WHEEL: 50.938 FT
 - OUTER BODY: 52.966 FT

- BARREL MIXER NOTES:**
- VEHICLE TRACKING PROVIDED TO REPRESENT WORST CASE SCENARIO VEHICLE AS DESCRIBED IN THE CMP NARRATIVE. VEHICLE VARIABLES BELOW:
 - LENGTH: 34.833 FT
 - WIDTH: 08.375 FT
 - WHEEL TO WHEEL LENGTH: 18.917 FT
 - TURNING RADIUS:
 - INNER WHEEL: 27.728 FT
 - OUTER WHEEL: 43.100 FT
 - OUTER BODY: 44.686 FT

DRAWING SET TITLE	
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HOTEL JACKSON
WAPITI
135 N CACHE STREET
JACKSON, WY

EXHIBIT 4 - STAGE II -
B OVERVIEW

T1.4

All equipment and temporary facilities (dumpsters, bathrooms) to be located on site or in private lot for the duration of demo, excavation, and shoring.

Traffic flow remains unchanged during this stage. A total of 5 parking spaces are utilized on the west side of Cache. Pedestrians walk around the construction site in between a series of concrete Jersey Barriers and construction fencing.

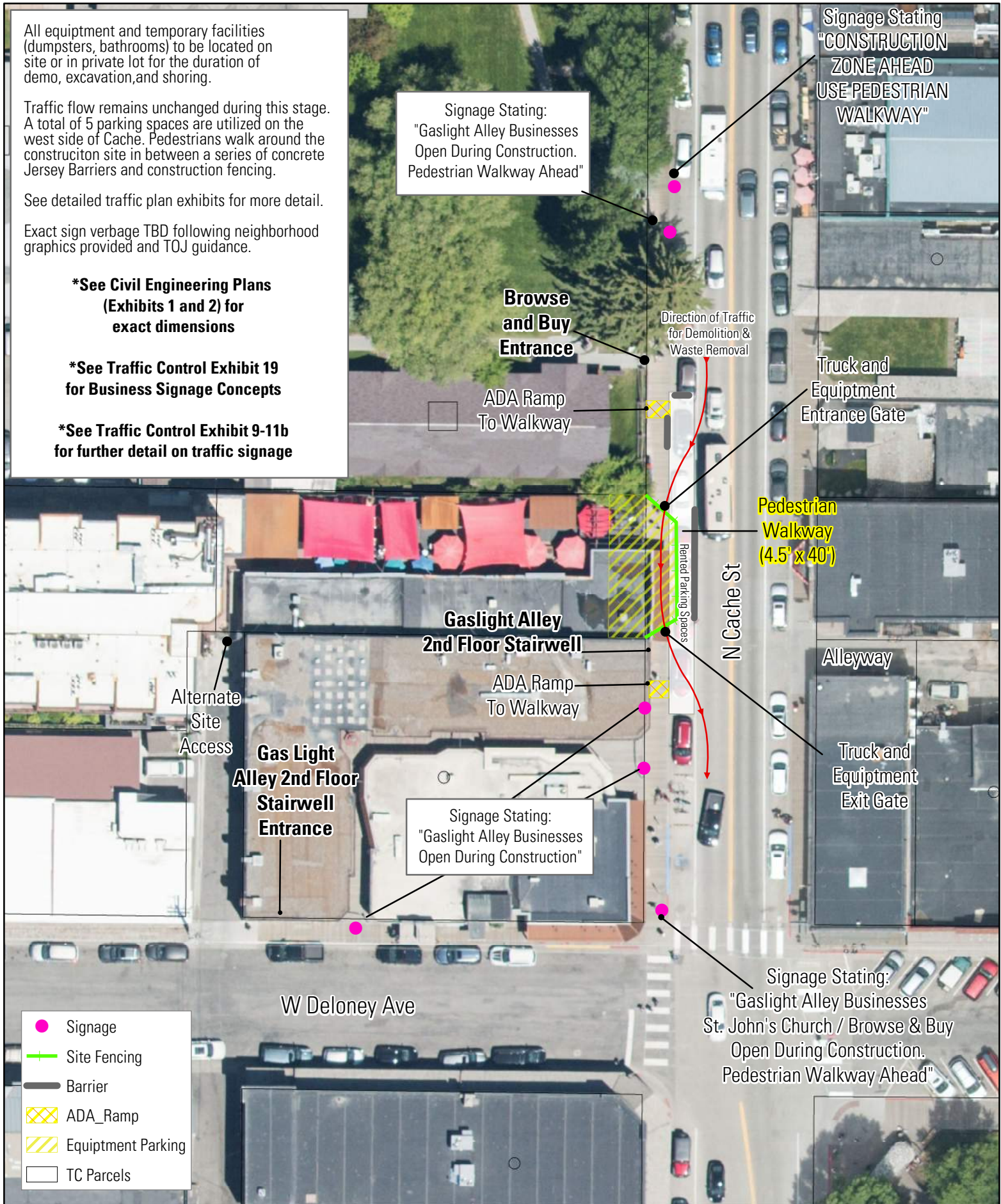
See detailed traffic plan exhibits for more detail.

Exact sign verbage TBD following neighborhood graphics provided and TOJ guidance.

***See Civil Engineering Plans (Exhibits 1 and 2) for exact dimensions**

***See Traffic Control Exhibit 19 for Business Signage Concepts**

***See Traffic Control Exhibit 9-11b for further detail on traffic signage**



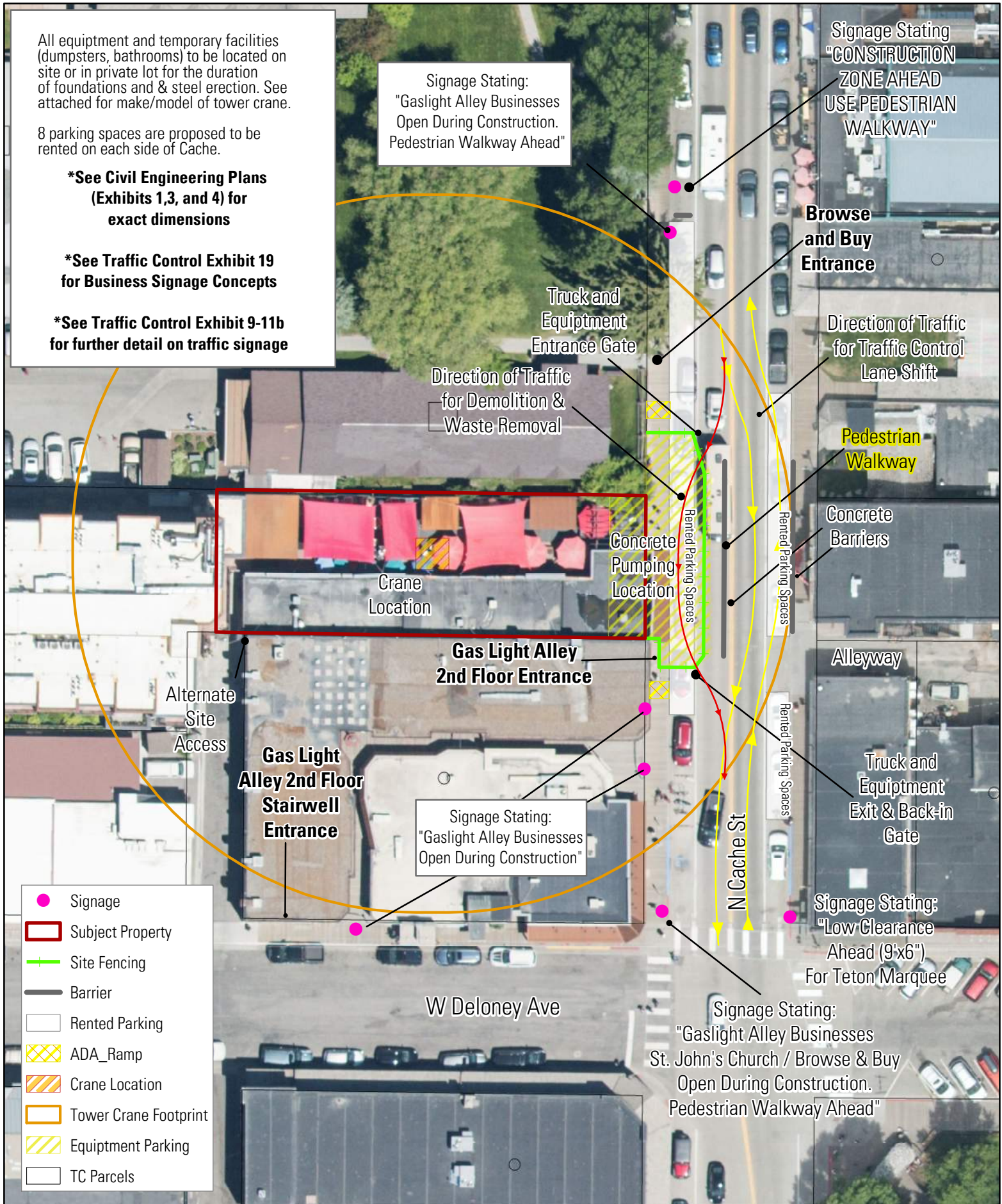
All equipment and temporary facilities (dumpsters, bathrooms) to be located on site or in private lot for the duration of foundations and & steel erection. See attached for make/model of tower crane.

8 parking spaces are proposed to be rented on each side of Cache.

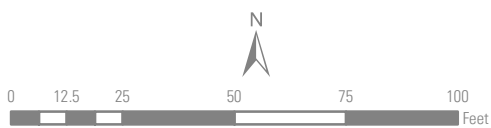
***See Civil Engineering Plans (Exhibits 1,3, and 4) for exact dimensions**

***See Traffic Control Exhibit 19 for Business Signage Concepts**

***See Traffic Control Exhibit 9-11b for further detail on traffic signage**



- Signage
- ▭ Subject Property
- Site Fencing
- Barrier
- ▭ Rented Parking
- ▨ ADA_Ramp
- ▨ Crane Location
- ▭ Tower Crane Footprint
- ▨ Equipment Parking
- ▭ TC Parcels



WAPITI CORP -EXHIBIT 6
CONCRETE, FOUNDATIONS, STEEL
ERECTION SITE PLAN - Sept.-Nov. 2021
(Traffic / Pedestrian Plan Stage II)



Wapiti Corporation
 CONSTRUCTION MANAGEMENT

All equipment and temporary facilities (dumpsters, bathrooms) to be located on site for the duration of excavation and shoring.

Traffic flow remains unchanged during this stage. A total of 5 parking spaces are utilized on the west side of Cache. Pedestrians walk around the construction site in between a series of concrete Jersey Barriers and screened construction fencing.

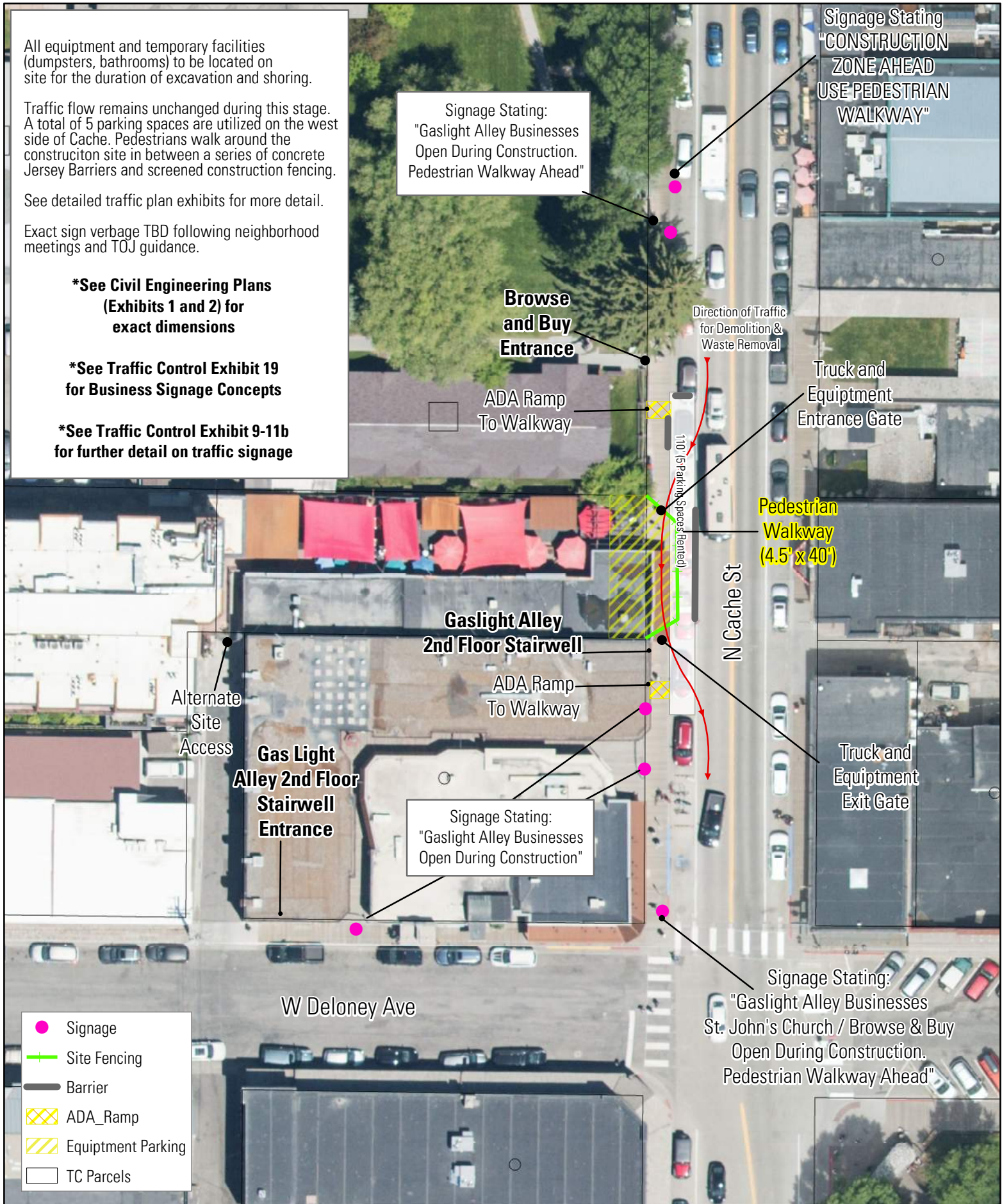
See detailed traffic plan exhibits for more detail.

Exact sign verbage TBD following neighborhood meetings and TOJ guidance.

***See Civil Engineering Plans (Exhibits 1 and 2) for exact dimensions**

***See Traffic Control Exhibit 19 for Business Signage Concepts**

***See Traffic Control Exhibit 9-11b for further detail on traffic signage**



- Signage
- Site Fencing
- Barrier
- ▨ ADA_Ramp
- ▨ Equipment Parking
- TC Parcels



Traffic flow remains unchanged during this stage. Boardwalk replacement will immediately follow curb replacement per WYDOT and TOJ standards. Pedestrians walk around the boardwalk restoration in between a series of concrete Jersey Barriers and construction fencing.

Exact sign verbage TBD following neighborhood meetings and TOJ guidance.

Signage Stating:
"Gaslight Alley Businesses
Open During Construction.
Pedestrian Walkway Ahead"

Signage Stating
"SIDEWALK
REPLACEMENT
AHEAD
USE PEDESTRIAN
WALKWAY"

Browse
and Buy
Entrance

Gas Light Alley
Stairwell Entrance

Gas Light
Alley
Stairwell
Entrance

Signage Stating:
"Gaslight Alley Businesses
Open During Construction"

Signage Stating:
"Gaslight Alley Businesses
St. John's Church / Browse & Buy
Open During Construction.
Pedestrian Walkway Ahead"

- Subject Property
- Signage
- Boardwalk Restoration
- Curb Restoration
- TC Parcels

WAPITI CORP - EXHIBIT 8
SITE RESTORATION - June 2022
(Traffic / Pedestrian Plan Stage I)



Wapiti
Corporation
CONSTRUCTION MANAGEMENT



Exhibit 9a Area Signing

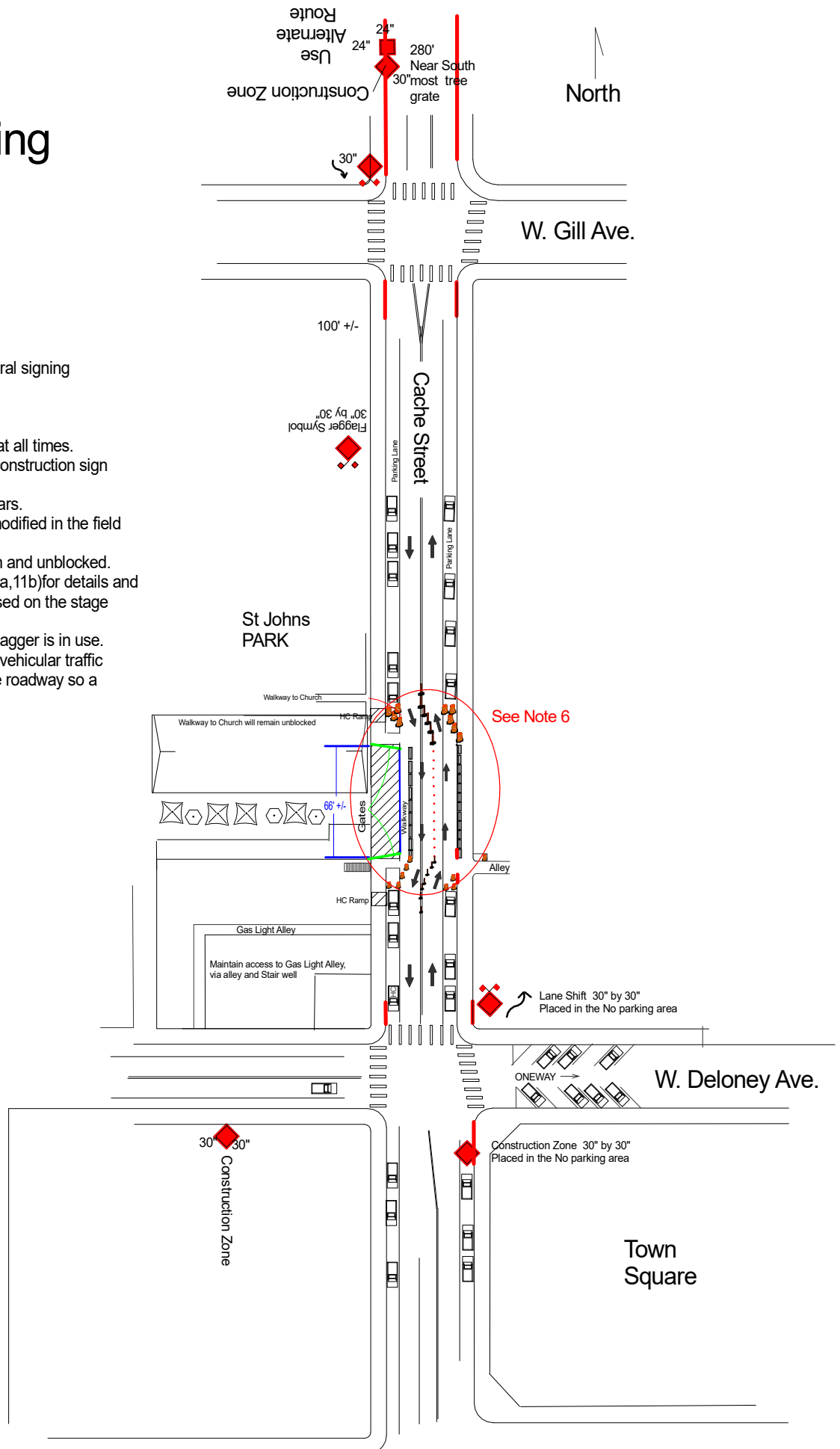
Traffic Control Plan
Hotel Jackson Area Signing
135 N Cache St.

Wapiti Const

Area Signing drawing shows the general signing for traffic approaching the work area.

Notes:

1. Road Work Ahead signs will be up at all times.
2. To help maintain pedestrian traffic construction sign size will be 30" by 30".
3. Vehicles shown represent parked cars.
4. Distances are approx and can be modified in the field for safety.
5. Walkway to church will remain open and unblocked.
6. See drawings (Exhibits 10a, 10b, 11a, 11b) for details and distances around the work area based on the stage of work.
7. Flagger Sign will only be up when flagger is in use. The flagger should not be directing vehicular traffic however a flagger will be within the roadway so a sign is in order.



Place at
corner of
Cache St and
West Gill Ave

Pedestrian Signing shows the signs and accesses for pedestrians and businesses.

1. Construction Zone Ahead signs will be up at all times.
size will be 30" by 30".
3. Vehicles shown represent parked cars.
4. Distances are approx and can be modified in the field for safety.
5. Walkway to church will remain open and unblocked.
6. See drawings (Stage 1a,1b,2a,2b) for details and distances around the work area based on the stage of work.
7. Modifications to pedestrian , business signing will be made as the project continues.

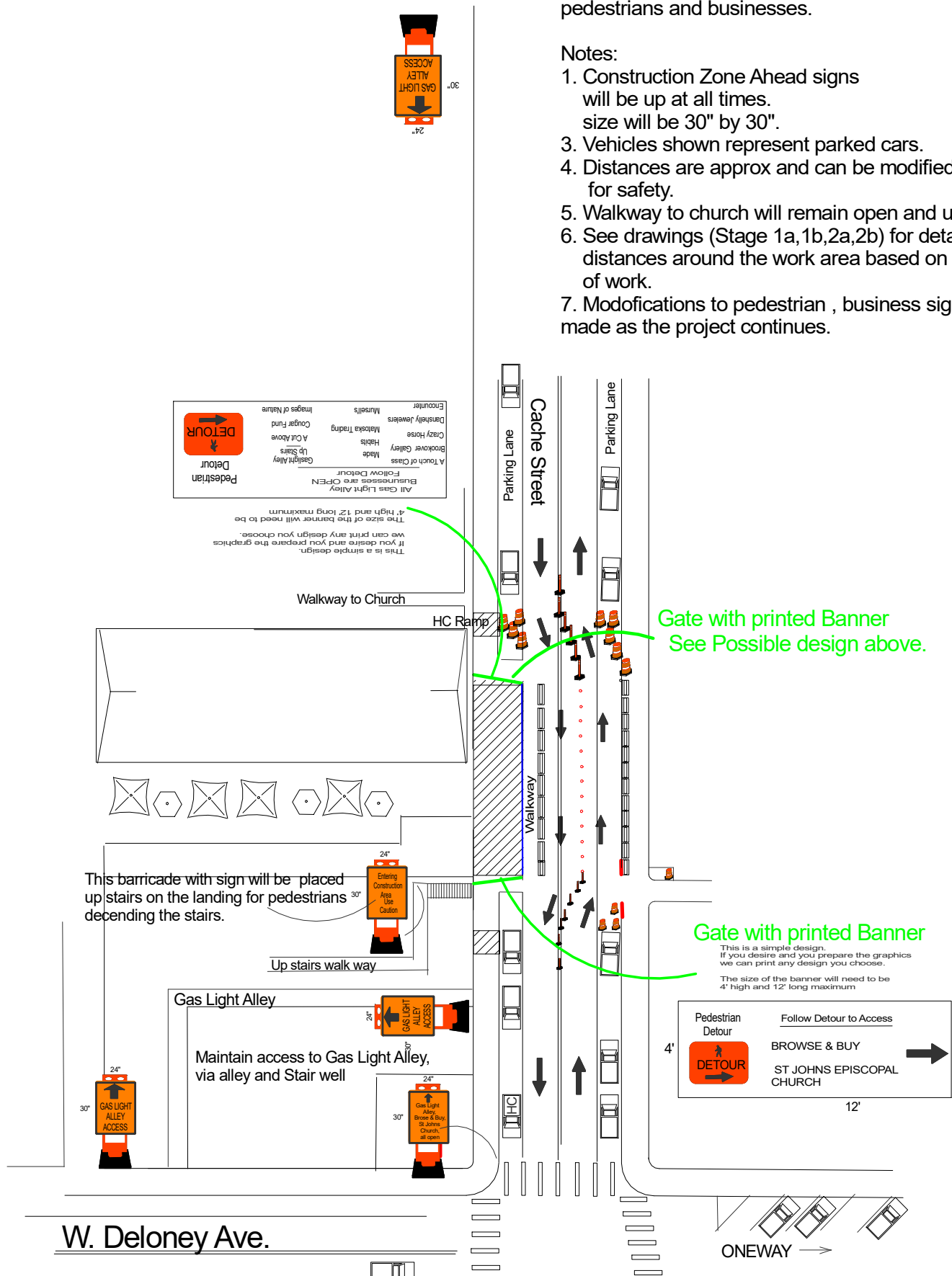
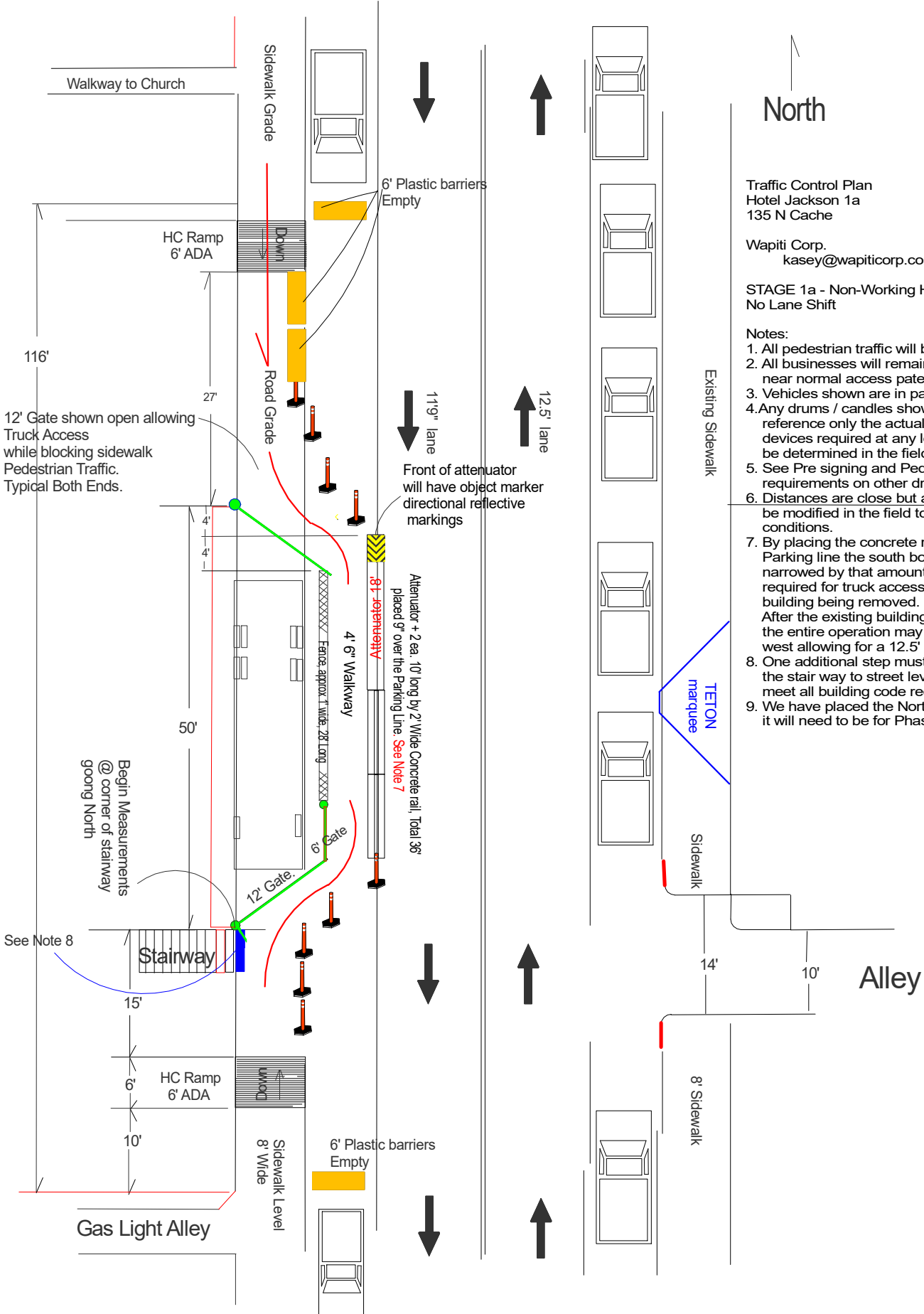


Exhibit 10a

Stage 1a, No Shift, Non Working Hours, Gates Closed



Traffic Control Plan
Hotel Jackson 1a
135 N Cache

Wapiti Corp.
kasey@wapiticorp.com

STAGE 1a - Non-Working Hours
No Lane Shift

Notes:

1. All pedestrian traffic will be maintained.
 2. All businesses will remain open with near normal access patterns.
 3. Vehicles shown are in parking stalls.
 4. Any drums / candles shown are for reference only the actual number of devices required at any location will be determined in the field.
 5. See Pre signing and Pedestrian signing requirements on other drawings.
 6. Distances are close but approx. and will be modified in the field to meet existing conditions.
 7. By placing the concrete rail 9" over the white Parking line the south bound lane will be narrowed by that amount. The 9" movement is required for truck access prior to the existing building being removed.
- After the existing building has been removed the entire operation may be moved 9" to the west allowing for a 12.5' lane.
8. One additional step must be added to lower the stair way to street level. This stair will meet all building code requirements.
 9. We have placed the North ADA Ramp where it will need to be for Phase 2 of the project.

LEION
marquee

Sidewalk

Alley

Stage 1b, Working hours, with gates open for truck access, pedestrians restricted controlled by flagger.

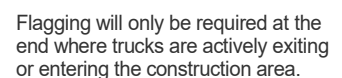
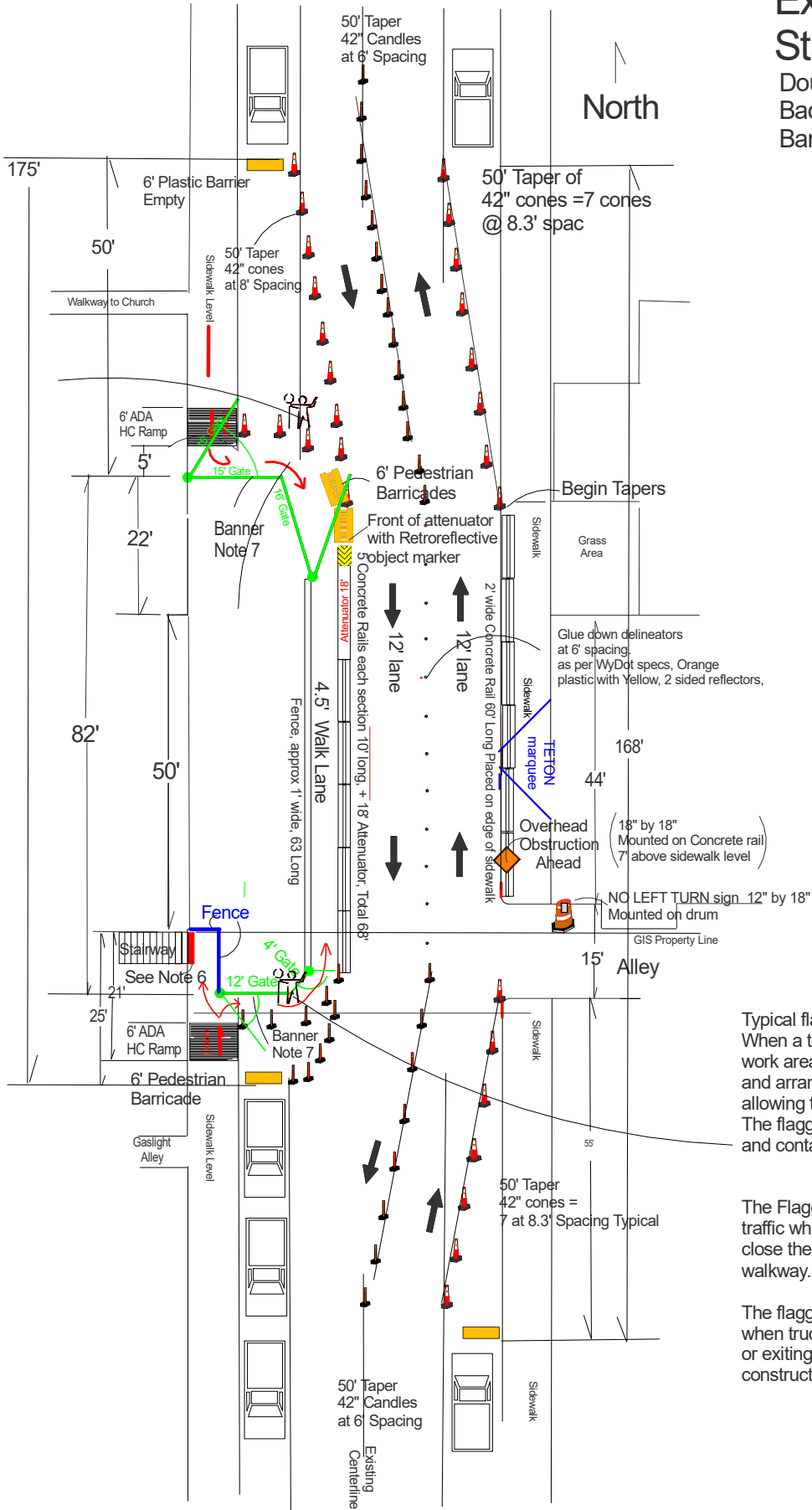


Exhibit 11a

Stage 2a, Non-Pour Days

Double lane shift See Exhibit 3
Backing up to exit is not required
Barrel Mixer only days



Traffic Control Plan
Hotel Jackson Stage 2b
135 N Cache

Wapiti Corp.

Notes:

1. All pedestrian traffic will be maintained.
2. All businesses will remain open with near normal access patterns.
3. Vehicles shown are in parking stalls.
4. The drums and candles shown are for reference only the actual number of devices required at any location will be determined in the field.
5. Distances shown are close but may be adjusted in the field to meet existing conditions.
6. One additional step must be added to lower the stairway to street level. This modification will meet all building code requirements.
7. A banner will be attached to outside face of the gates directing pedestrians thru the sidewalk detour and listing all the open businesses on the other side of the detour. The design of the banner will be submitted and approved.

Typical flagger operation:

When a truck wants to Enter or Exit the work area a flagger will open the gates and arrange the cones and barricades allowing the truck access into traffic. The flagger will use this equipment to protect and contain pedestrian traffic walkway.

The Flagger will stop pedestrian traffic while the truck exits then close the gate and reopen the walkway.

The flagger will only be required when trucks are actively entering or exiting that end of the construction area.

Exhibit 11b

Stage 2b - Pour Days

Double lane shift See Exhibit 4
When Backing up to depart is required.

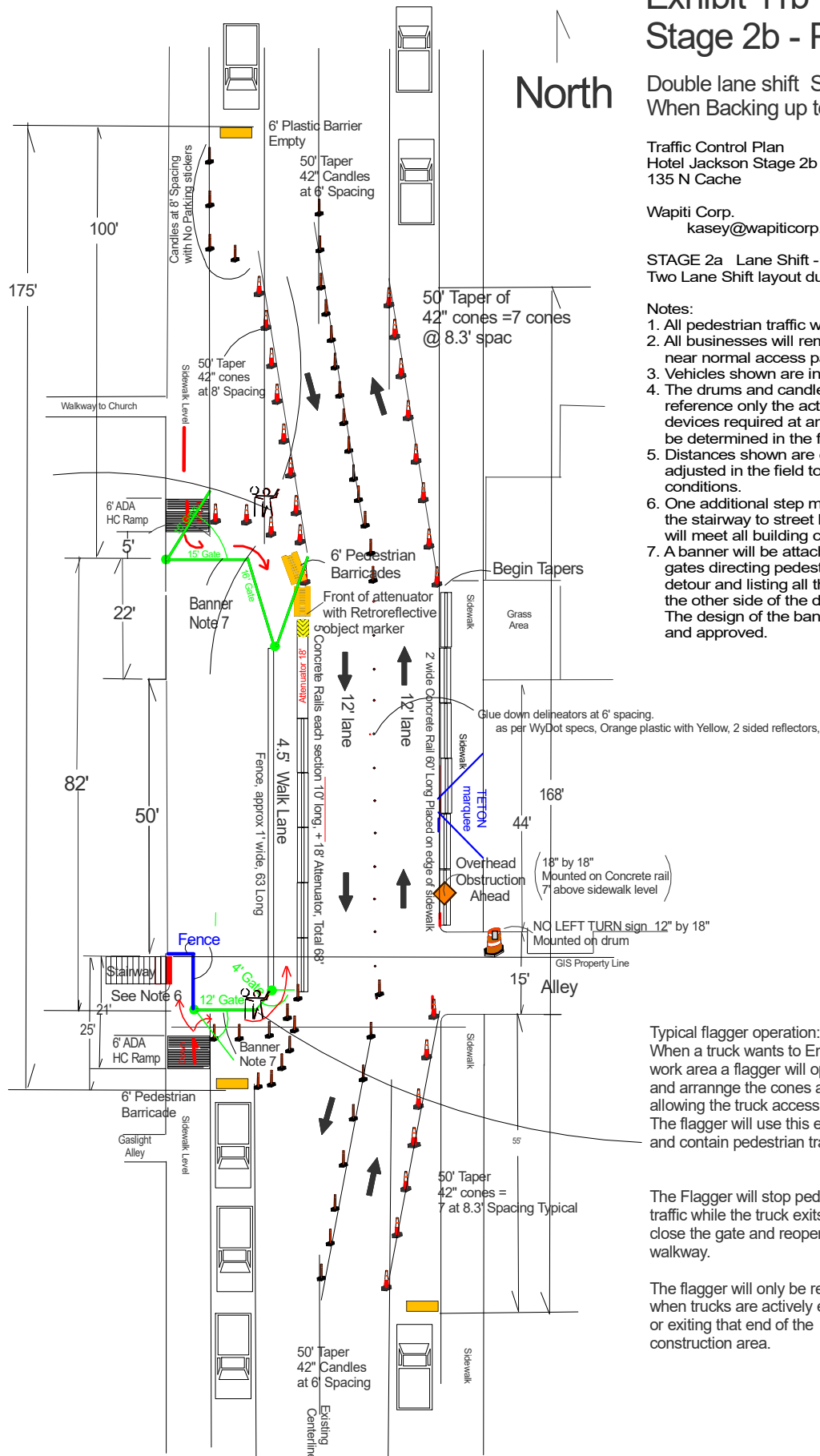
Traffic Control Plan
Hotel Jackson Stage 2b
135 N Cache

Wapiti Corp.
kasey@wapitincorp.com

STAGE 2a Lane Shift - No Truck Access
Two Lane Shift layout during non work hours.

Notes:

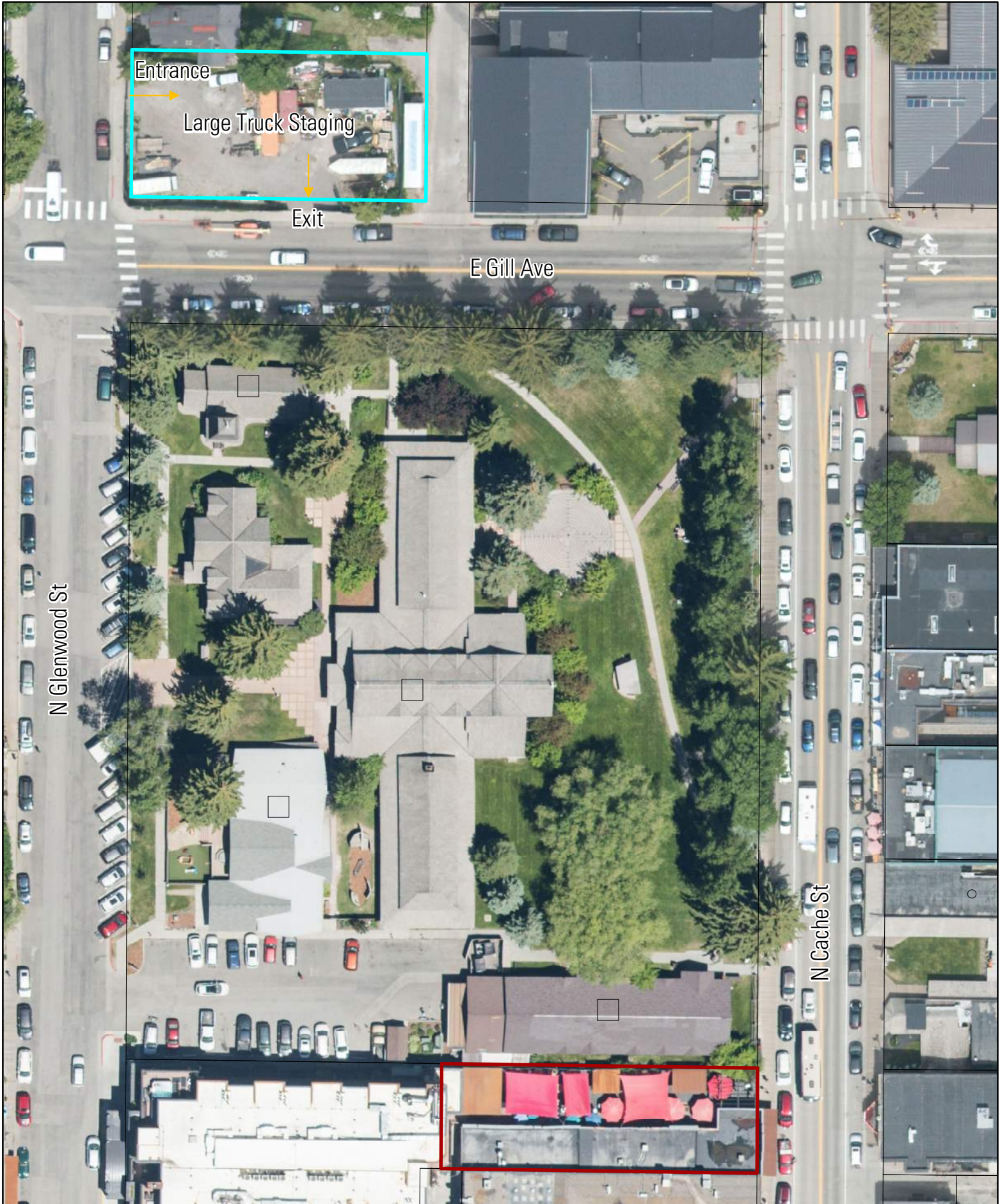
1. All pedestrian traffic will be maintained.
2. All businesses will remain open with near normal access patterns.
3. Vehicles shown are in parking stalls.
4. The drums and candles shown are for reference only the actual number of devices required at any location will be determined in the field.
5. Distances shown are close but may be adjusted in the field to meet existing conditions.
6. One additional step must be added to lower the stairway to street level. This modification will meet all building code requirements.
7. A banner will be attached to outside face of the gates directing pedestrians thru the sidewalk detour and listing all the open businesses on the other side of the detour. The design of the banner will be submitted and approved.



Typical flagger operation:
When a truck wants to Enter or Exit the work area a flagger will open the gates and arrange the cones and barricades allowing the truck access into traffic
The flagger will use this equipment to protect and contain pedestrian traffic walkway.

The Flagger will stop pedestrian traffic while the truck exits then close the gate and reopen the walkway.

The flagger will only be required when trucks are actively entering or exiting that end of the construction area.



**WAPITI CORP - EXHIBIT 12
LARGE TRUCK STAGING LOT**



**Wapiti
Corporation**
CONSTRUCTION MANAGEMENT

GENERAL SIDEWALK REQUIREMENTS

Corrective Work: Do not exceed ADA minimum or maximum requirements (unless specified in the contract for a given site infeasibility condition). If exceeded, provide corrective work as approved by the Engineer to bring the work into compliance with ADA Standards.

Minimum Sidewalk & Ramp Widths:

5 ft. [1525] for new construction and where feasible in existing infrastructure. ADA Minimum = 4 ft. [1220] (with passing zones).

Provide sidewalk passing zones every 200 ft. [61m] (ADA maximum) when the clear width of the sidewalk is less than 5 ft. [1525]. Passing zones are minimum of 5 ft. [1525] x 5 ft. [1525] (ADA minimum).

Cross-Slope (perpendicular to the travel direction):

Slope sidewalks at 1.5% towards street unless otherwise shown. ADA maximum cross-slope = 2.0%.

Sidewalk Grade: If the sidewalk is contained within the roadway/highway right of way, do not exceed the maximum grade for the adjacent roadway. For other areas, do not exceed 4.5%. ADA maximum = 5.0%. Exception: curb ramp grades have their own requirements.

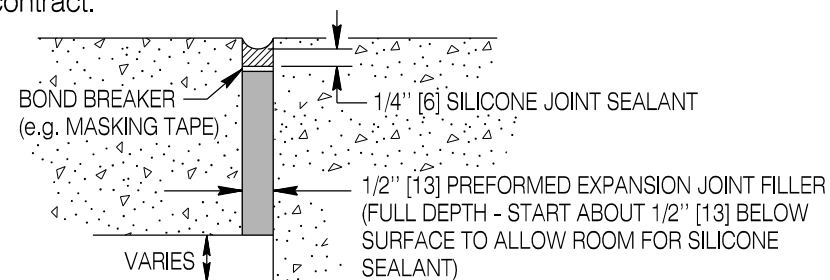
Curb Ramps: Provide curb ramps and landings at all pedestrian street crossings and for each direction of travel. Provide perpendicular ramps or combination ramps where available right-of-way exists.

Detectable Warnings: Provide color contrast detectable warnings in accordance with the contract for all ramps for the entire ramp width for perpendicular ramps and the entire street grade landing for parallel ramps. The rust like patina on cast iron detectable warnings is considered to meet color contrast requirements.

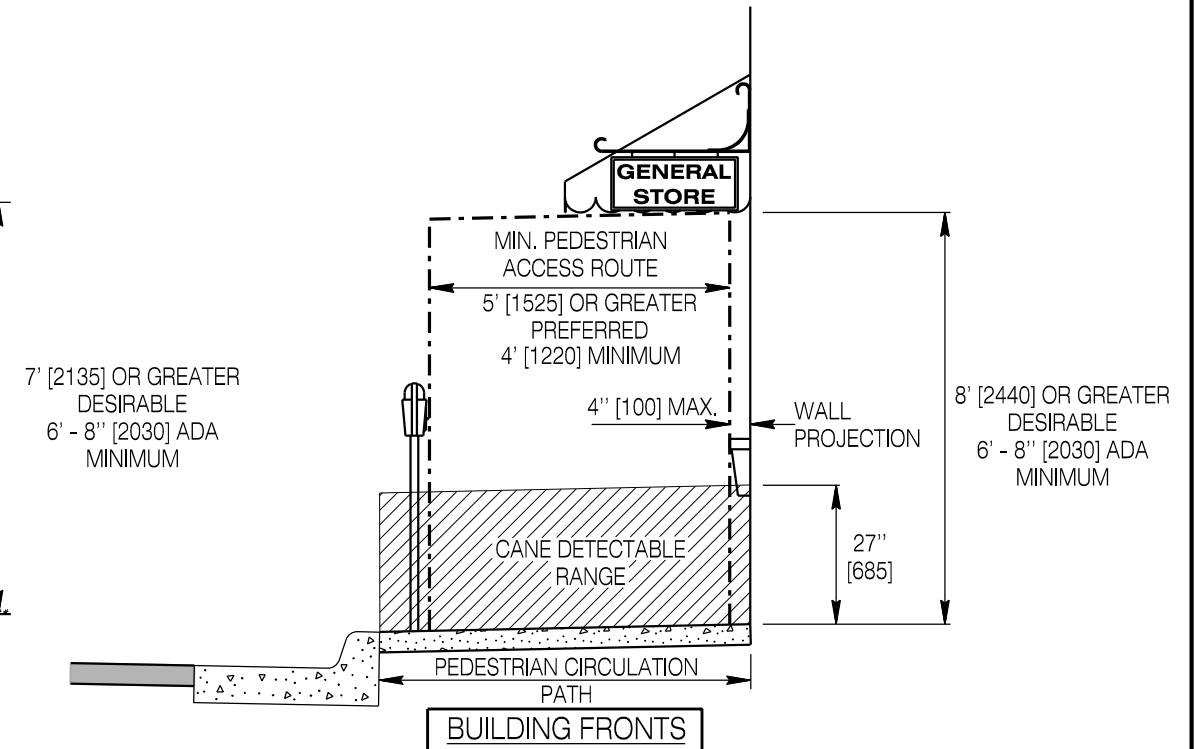
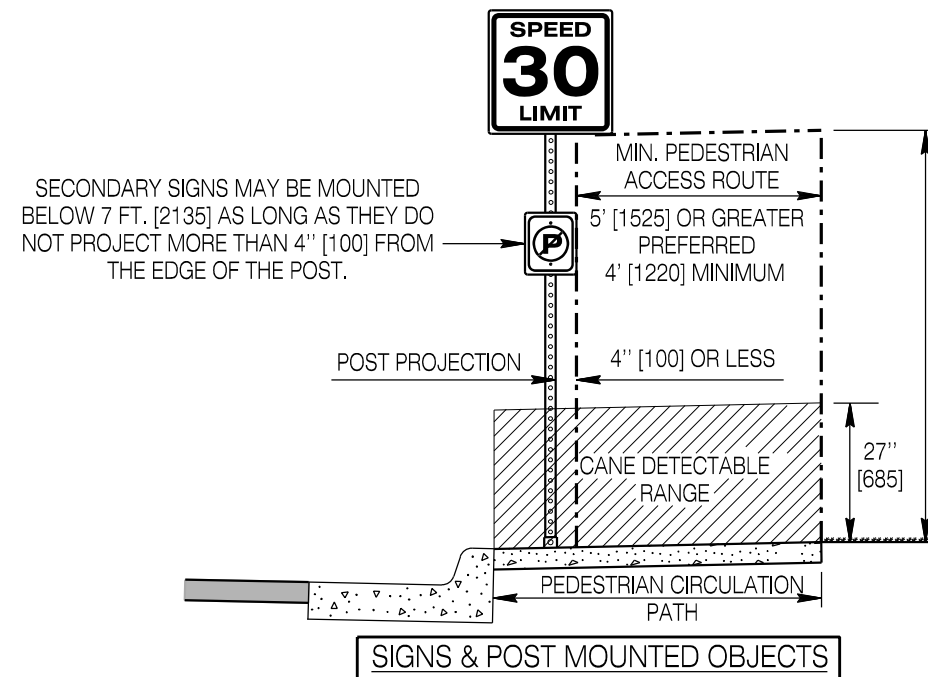
Pedestrian Signal Actuators: Provide in accordance with MUTCD.

Sidewalk Closures (for construction): Provide sidewalk closures in conformance with ADA and MUTCD requirements.

Expansion Joints: Provide expansion joints (shown below) as required in the contract.



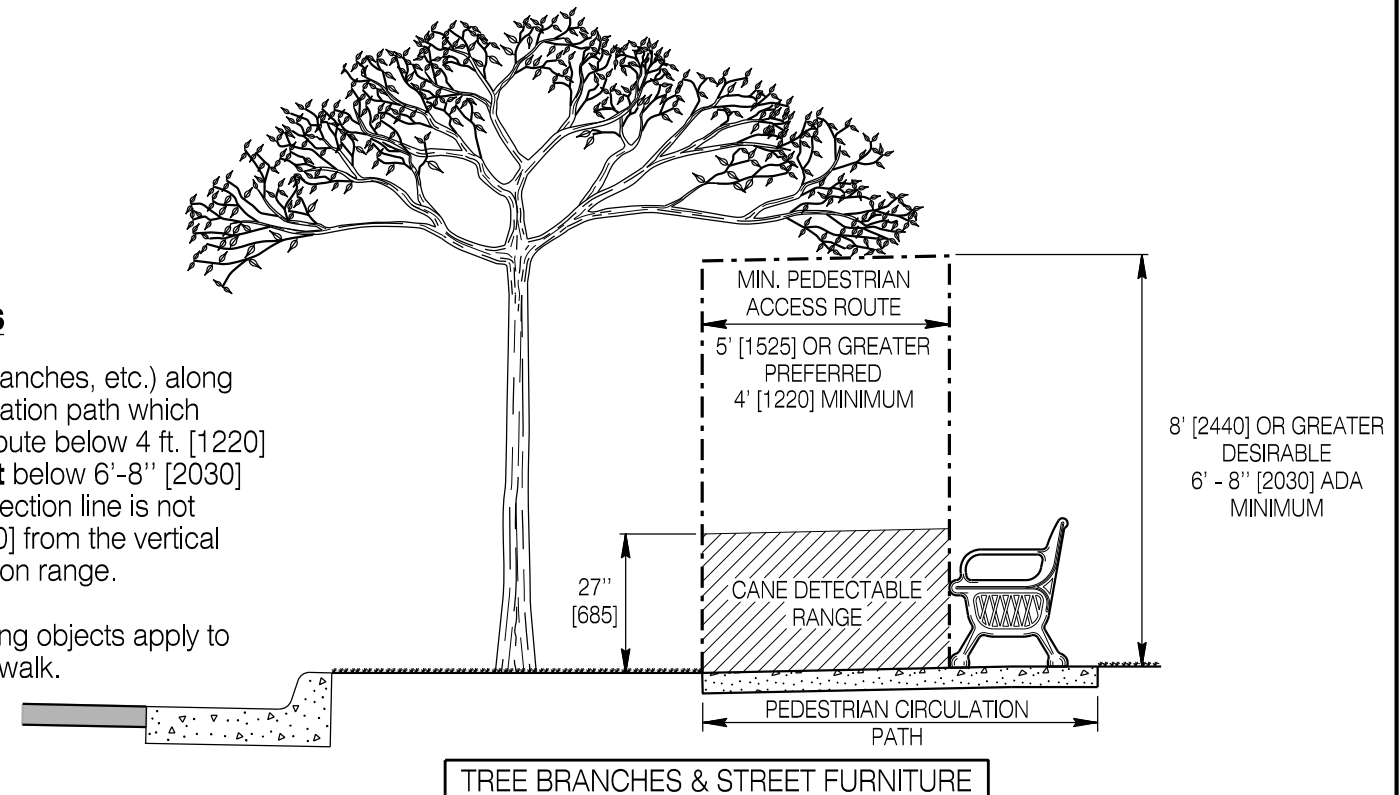
TYPICAL EXPANSION JOINT DETAIL



MINIMUM PEDESTRIAN ACCESS ROUTE WIDTH, HEIGHT, AND PROTRUDING OBJECTS

Do not permit objects (street furniture, signs, trees, branches, etc.) along side or overhanging any portion of a pedestrian circulation path which reduces the **clear width** of the pedestrian access route below 4 ft. [1220] (5 ft. [1525] or greater preferred) or the **clear height** below 6'-8" [2030] (8 ft. [2440] preferred). An object above the cane detection line is not permitted to protrude horizontally more than 4 in. [100] from the vertical projection of an object located within the cane detection range.

The requirements above for clear height and protruding objects apply to the entire circulation path for which a pedestrian can walk.



Designed by: WBW
Drawn by: RCS
Checked by: WBW
Previous Dwg. No.: 608-1A

GENERAL REQUIREMENTS

Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.



CONCRETE SIDEWALK AND
ADA ACCESSIBILITY

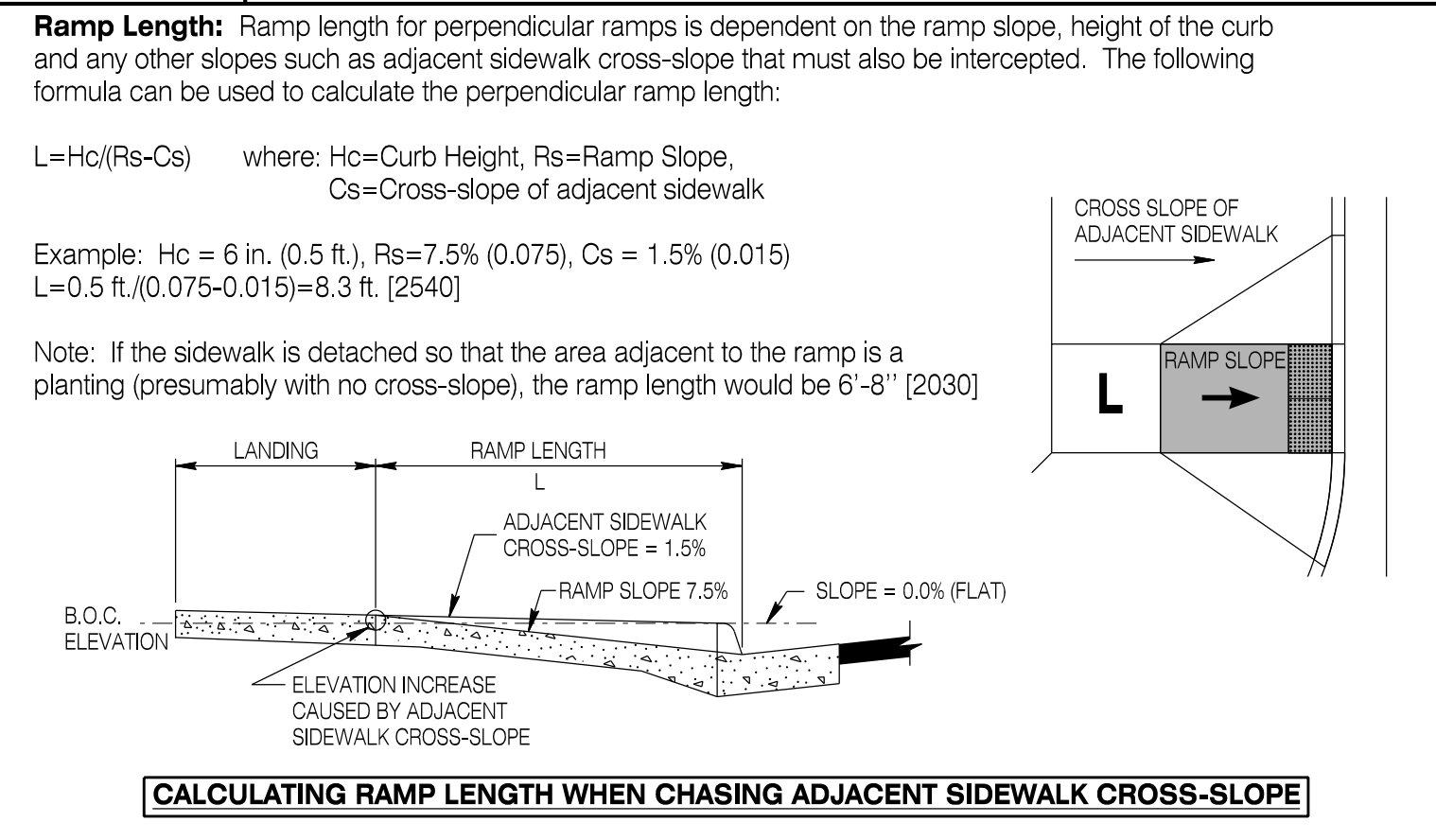
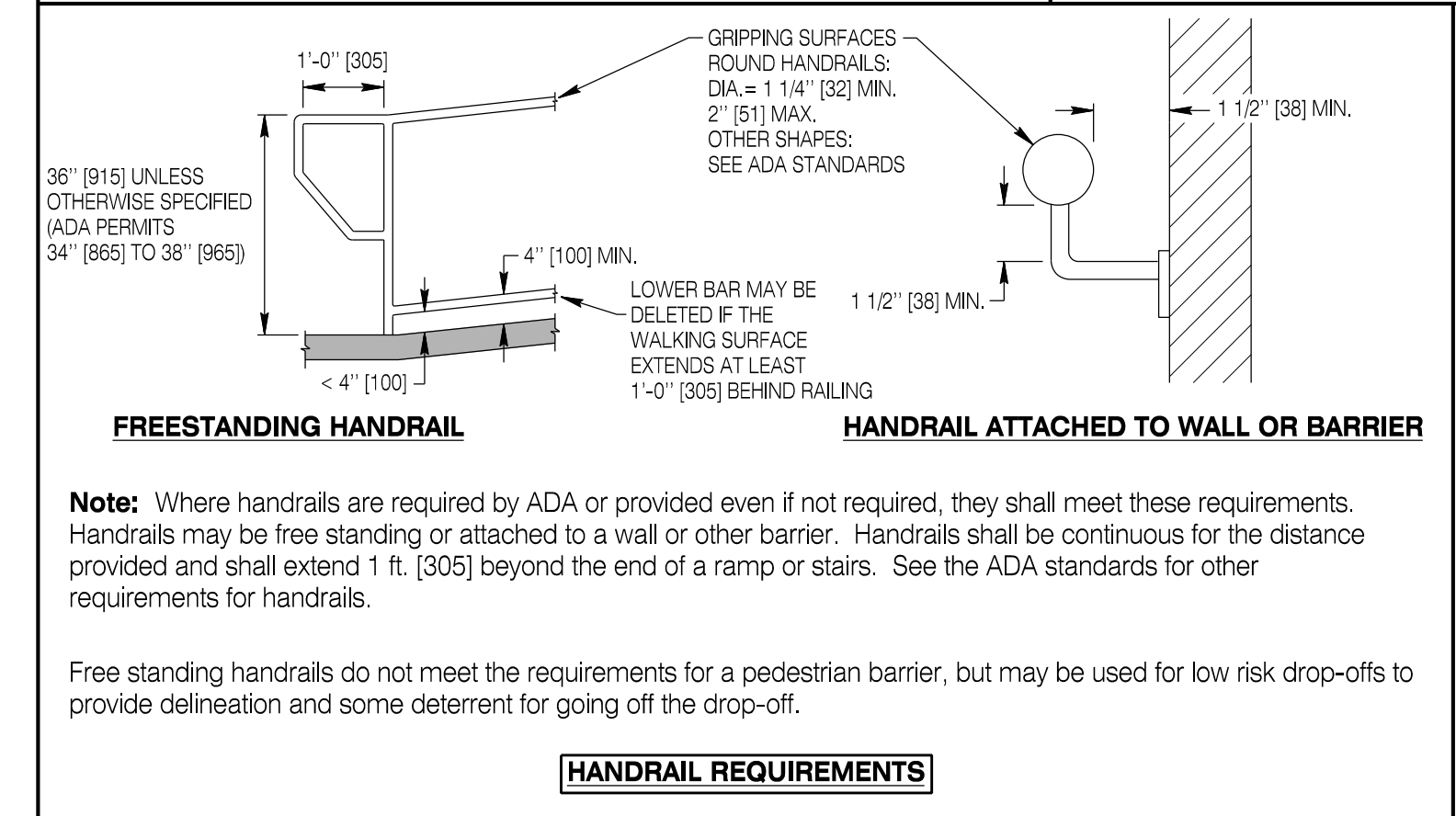
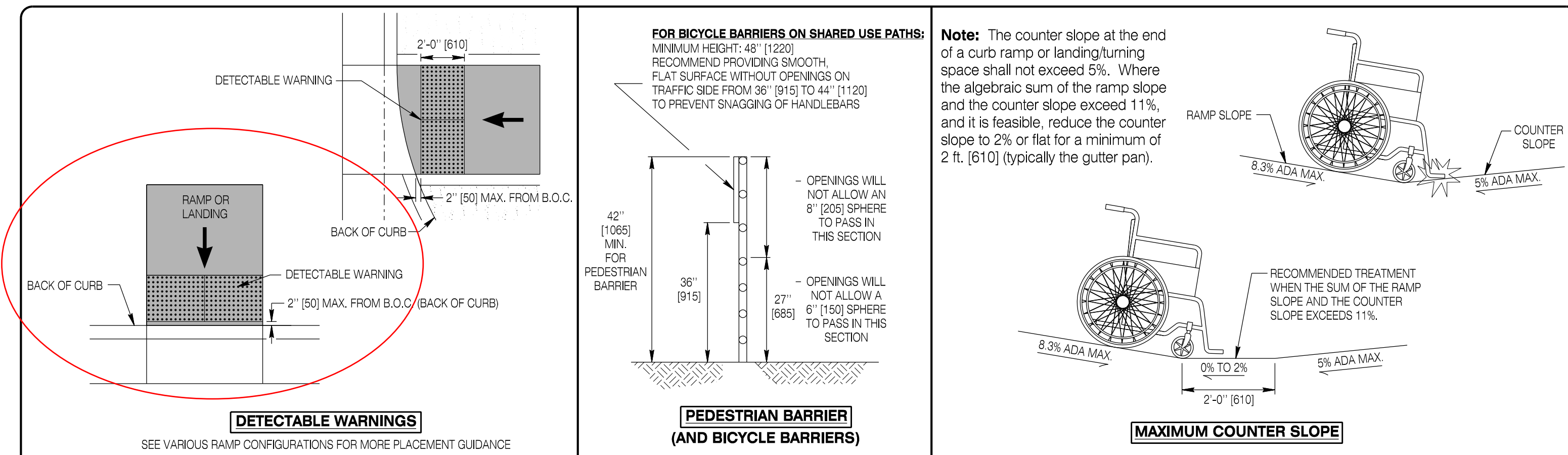
STANDARD PLAN

STANDARD PLAN NUMBER

608-1B

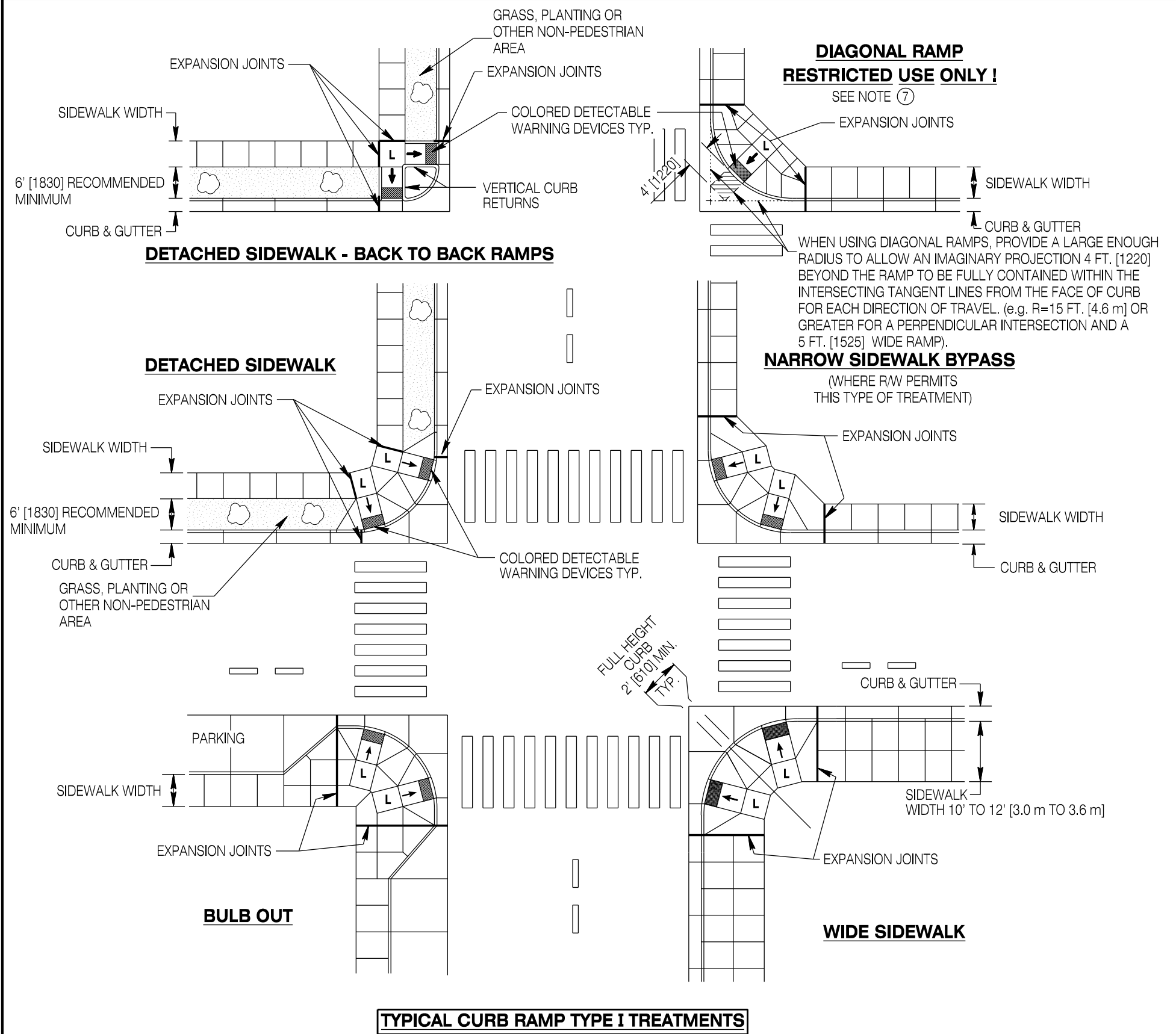
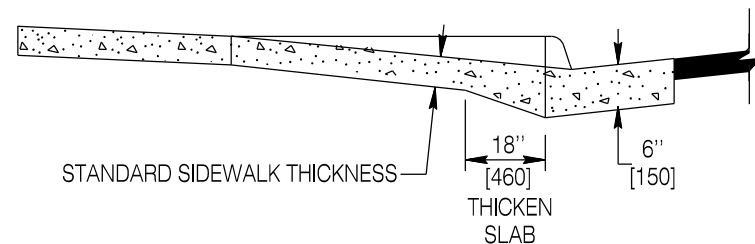
SHEET 1 of 8

Issued by: ENGINEERING SERVICES
Date Issued: JULY 2018



PERPENDICULAR RAMP NOTES

- ① **Ramp Width:** Provide 5 ft. [1525] or greater width where possible. If site conditions do not permit, provide a 4 ft. [1220] minimum ramp width. Ensure the ramp is fully contained within the pedestrian crossing.
- ② **Ramp Slope:** 7.5% or flatter, ADA maximum = 8.3%.
- ③ **Ramp Cross-Slope:** 1.5%, ADA maximum = 2.0%.
- L ④ **Landing/Turning Area:** Provide a landing/turning area at the top of perpendicular ramps with a width equal to the ramp width. Provide a landing length (in the direction of the ramp run) of 5 ft. [1525] minimum. This length can be reduced to 4 ft. [1220] if no vertical obstructions such as buildings, walls, curbs, etc. are directly behind the landing. Do not exceed a slope of 1.5% for the landing in either primary direction (parallel or perpendicular to the ramp run). ADA maximum cross-slope = 2.0%.
- ⑤ **Flared Ramp Returns:** Provide flared returns with a relative slope of 10% measured along the curb line. If the flare between ramps is located in a non-pedestrian area (for example, a signal pole blocks passage), the flares may be steeper. Place ramps with flared returns perpendicular to the curb line.
- ⑥ **Vertical Ramp Returns:** Vertical returns may be used only if the sidewalk is detached from the curb or obstructions are adjacent to the ramp so pedestrians don't have to traverse vertical flares which could become a tripping hazard. When using vertical returns, ensure the ramps align with the intended direction of travel across the street. Ensure slope breaks such as the flow line are constructed perpendicular to the ramps.
- ⑦ **Ramp Alignment:** Provide ramps aligned to be fully contained in the intended crosswalk. Provide one ramp for each direction of travel, unless site infeasibility conditions exist or a skewed intersection is present where one ramp better serves both directions of travel. If a diagonal ramp is used, ensure that an imaginary 4 ft. [1220] by 4 ft. [1220] box at the bottom of the ramp can be provided which doesn't extend beyond either face of curb line.
- ⑧ **Ramp Length:** Perpendicular curb ramp length is dependent on the ramp slope, height of the curb and any other slopes such as adjacent sidewalk cross-slope that must also be intercepted. See **SHEET 2** for calculating ramp length when chasing an adjacent sidewalk cross-slope.
- ⑨ **Ramp Construction:** Transition ramp thickness from sidewalk thickness to gutter thickness in the last 18 in. [460] of the ramp.



Designed by: WBW
Drawn by: RCS
Checked by: WBW
Previous Dwg. No. 608-1A

TYPE I - PERPENDICULAR CURB RAMPS

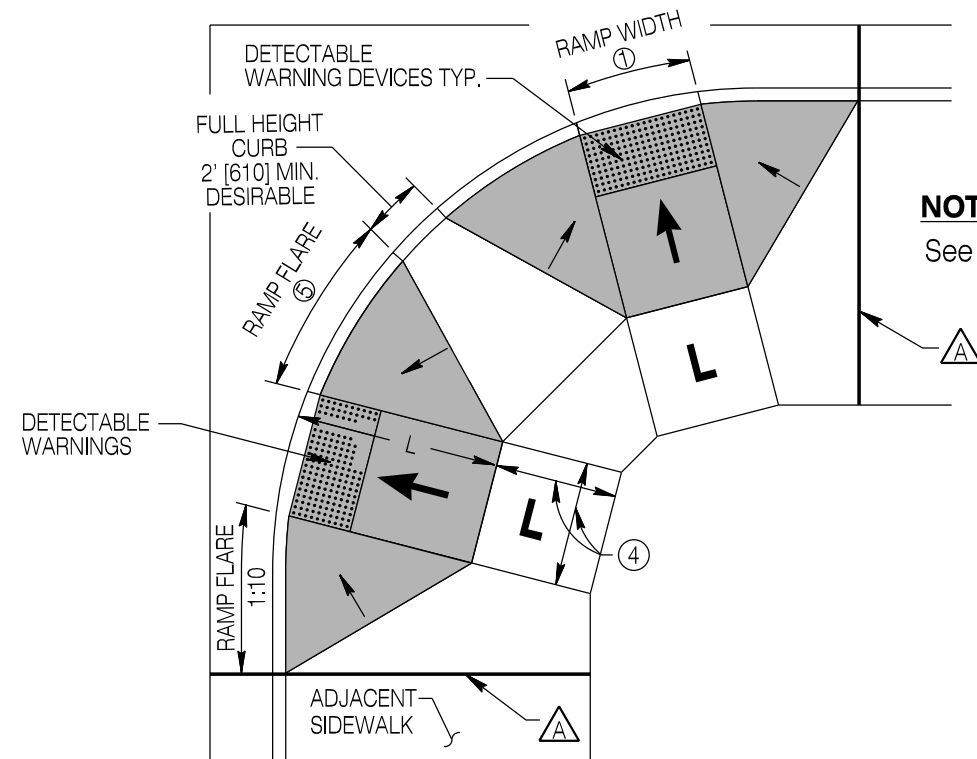
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.



**CONCRETE SIDEWALK AND
ADA ACCESSIBILITY**

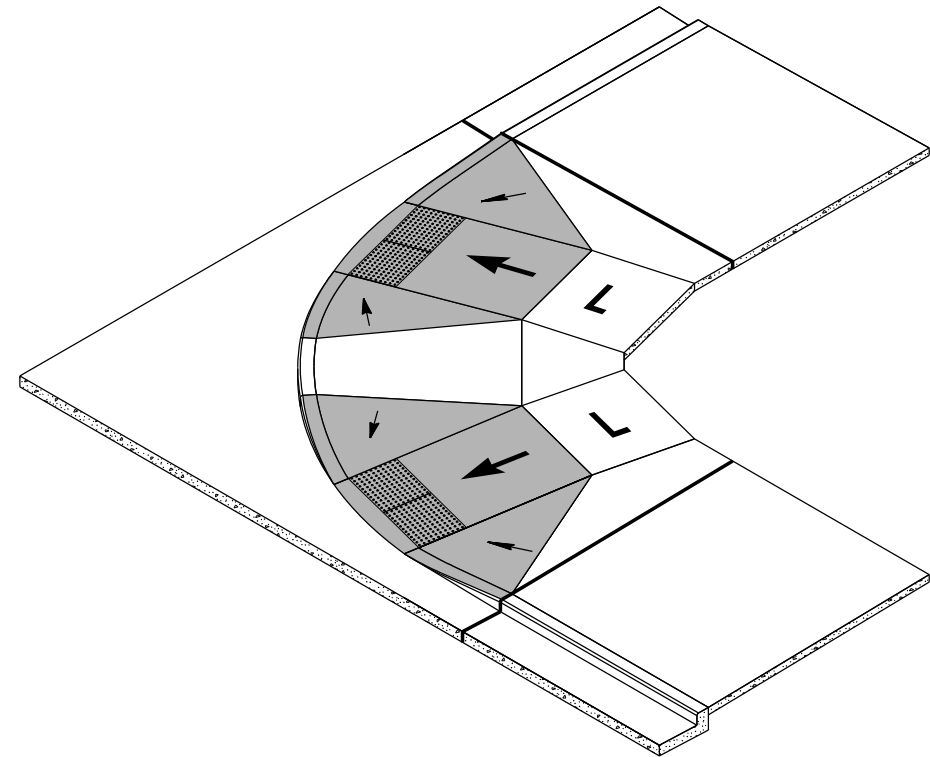
STANDARD PLAN

STANDARD PLAN NUMBER
608-1B
SHEET 3 of 8
Issued by: ENGINEERING SERVICES
Date Issued: JULY 2018



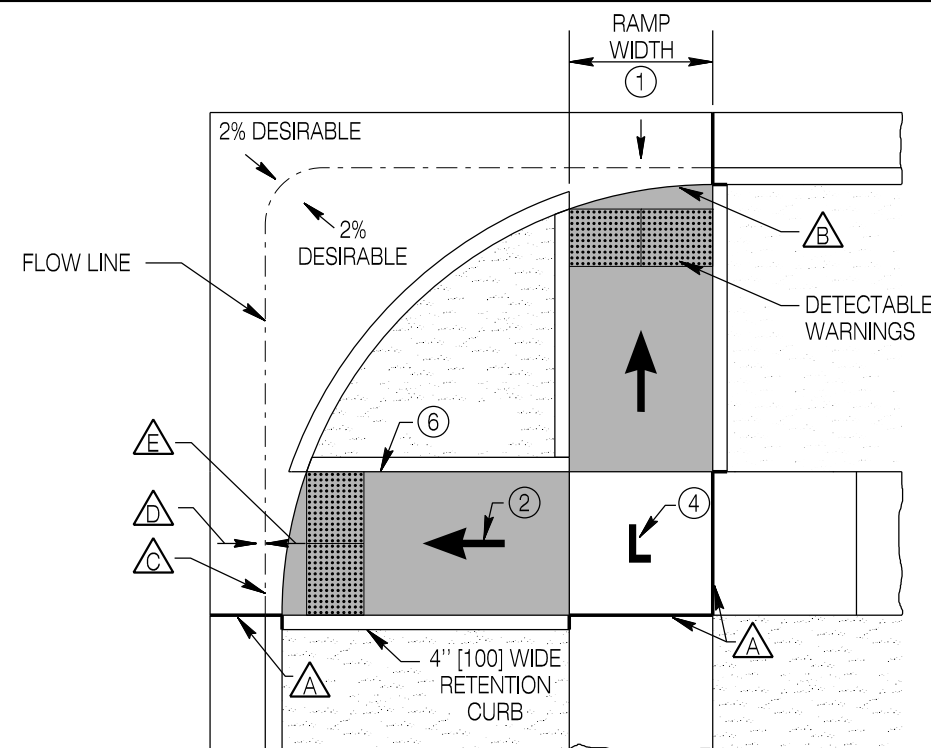
TOP VIEW

NOTES:
See notes below.



ISOMETRIC VIEW

TYPICAL TYPE I (PERPENDICULAR) CORNER RAMPS WITH FLARED RETURNS

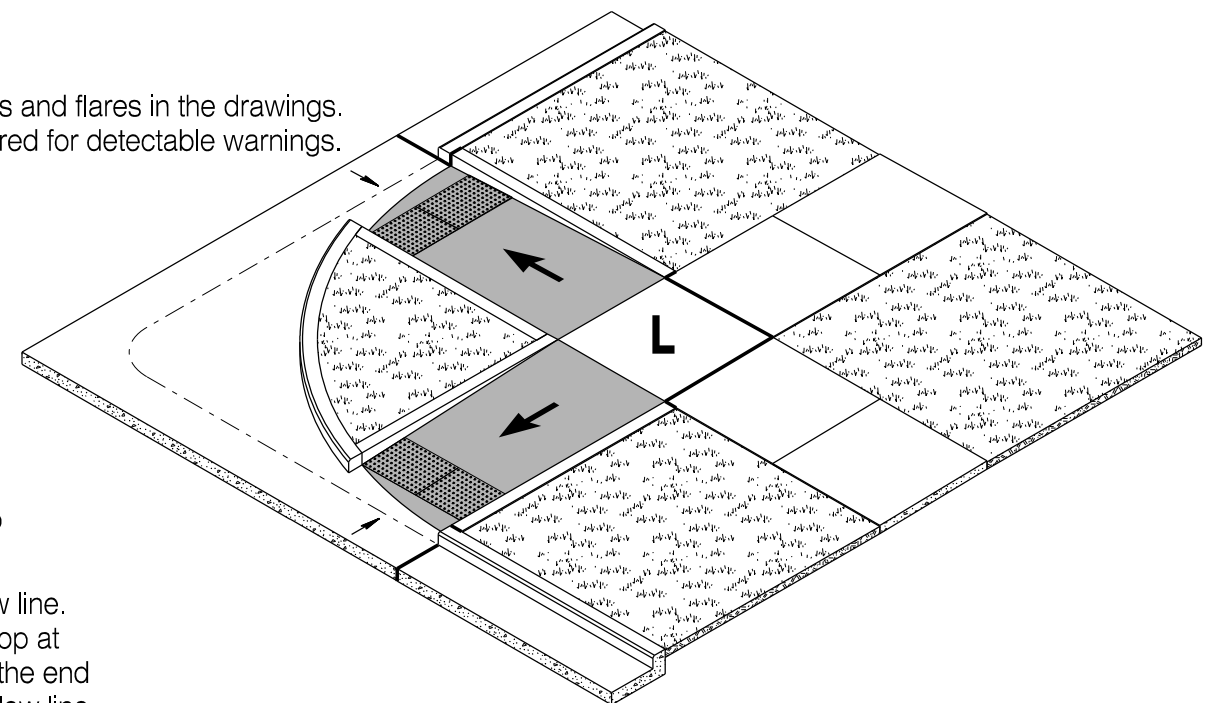


TOP VIEW

NOTES:
Shaded areas are intended to highlight ramps and flares in the drawings. Color contrast from the sidewalk is only required for detectable warnings.

Notes ① through ⑨ - See **SHEET 3**

- △ Expansion Joint - See **SHEET 1**
- △ Not a grade break line.
- △ Make grade breaks (such as the gutter flow line) perpendicular to the ramps.
- △ Gutter counter slopes should be 2% maximum where possible at curb ramp locations.
- △ Typically ramp run should extend to flow line. However, when specified, ramp may stop at curb line. In those cases, beginning at the end of the ramp, slope downward at 2% to flow line.



ISOMETRIC VIEW

TYPICAL TYPE I (PERPENDICULAR) CORNER RAMPS WITH VERTICAL RETURNS

Designed by: WBW
Drawn by: RCS
Checked by: WBW
Previous Dwg. No. 608-1A

TYPE I PERPENDICULAR RAMPS (CONTINUED)

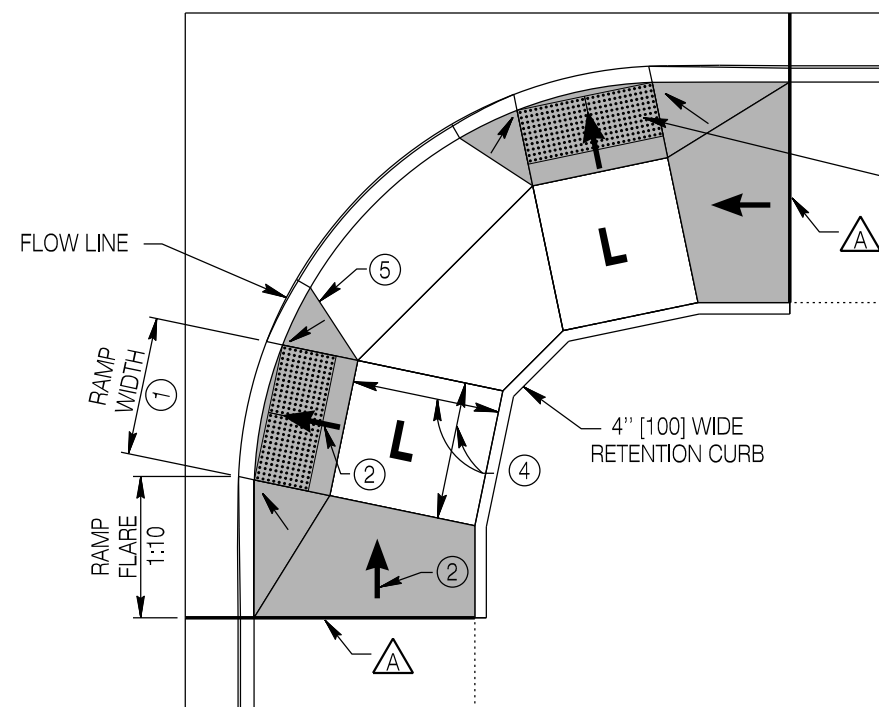
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.



**CONCRETE SIDEWALK AND
ADA ACCESSIBILITY**

STANDARD PLAN

STANDARD PLAN NUMBER
608-1B
SHEET 4 of 8
Issued by: ENGINEERING SERVICES
Date Issued: JULY 2018



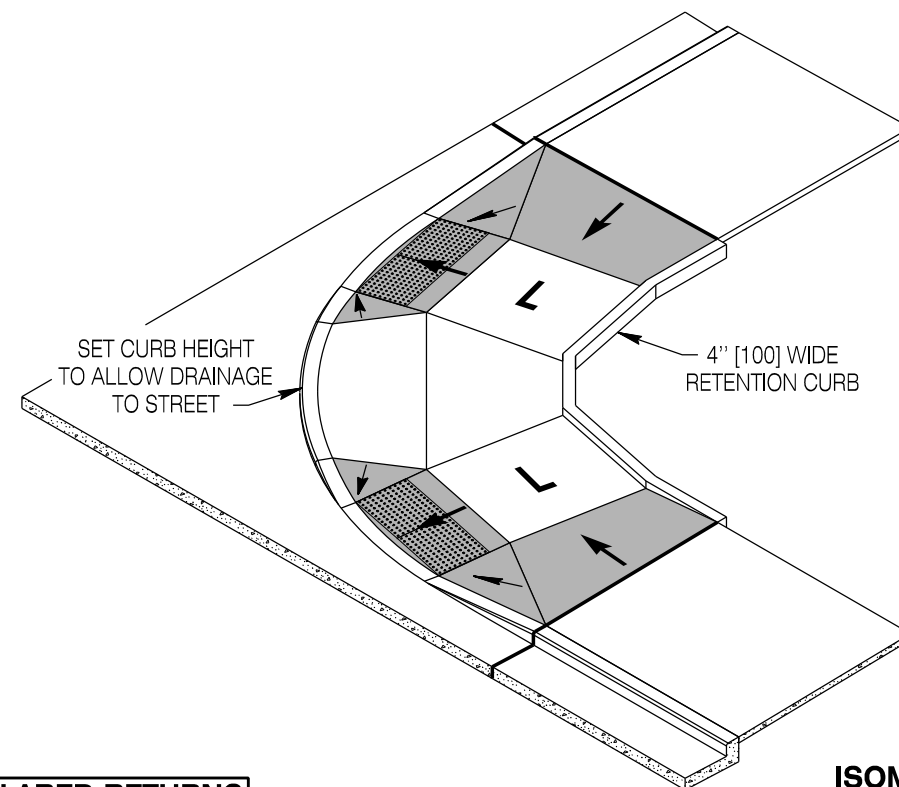
TOP VIEW

NOTES:

See notes below.

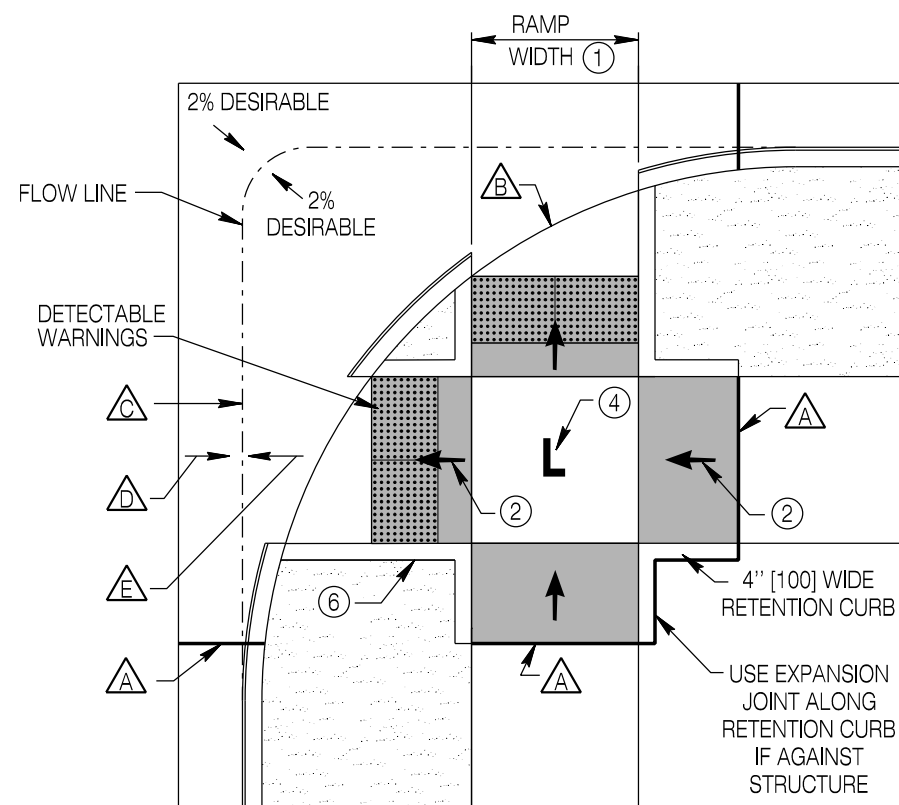
DETECTABLE WARNINGS

4" [100] WIDE
RETENTION CURB



ISOMETRIC VIEW

MODIFIED TYPE II (COMBINED) CORNER RAMPS WITH FLARED RETURNS



TOP VIEW

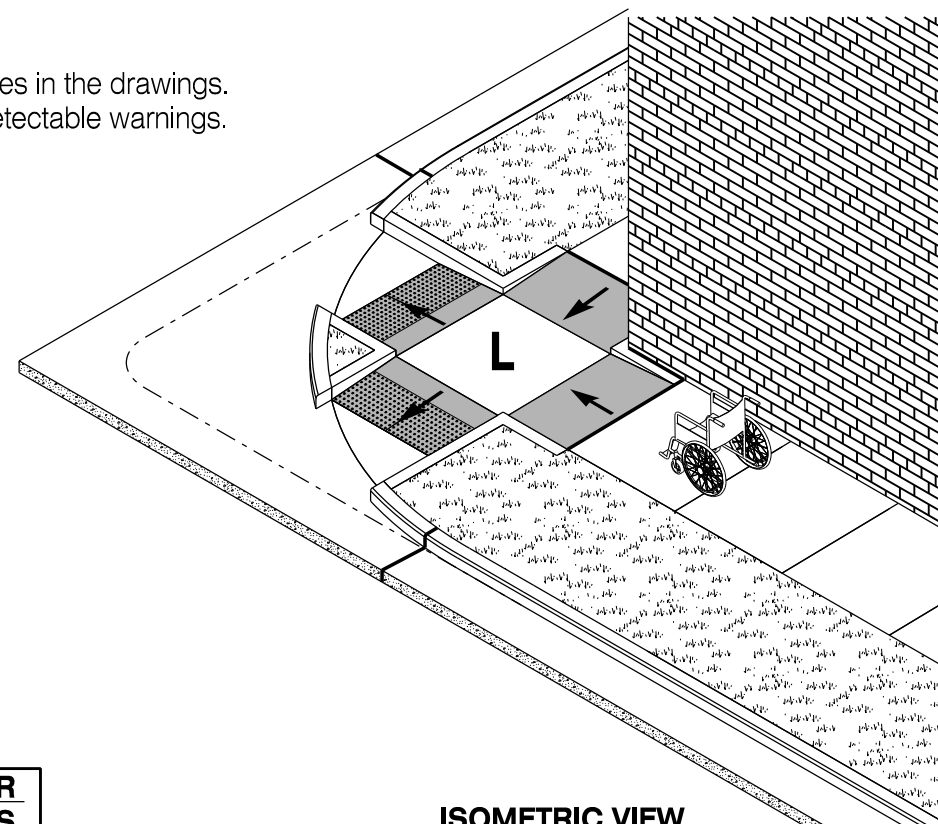
NOTES:

Shaded areas are intended to highlight ramps and flares in the drawings. Color contrast from the sidewalk is only required for detectable warnings.

Notes ① through ⑨ - See **SHEET 3**

- △ Expansion Joint - See **SHEET 1**
- △ Not a grade break line.
- △ Make grade breaks (such as the gutter flow line) perpendicular to the ramps.
- △ Gutter counter slopes should be 2% maximum where possible at curb ramp locations.
- △ Typically ramp run should extend to flow line. However, when specified, ramp may stop at curb line. In those cases, beginning at the end of the ramp, slope downward at 2% to flow line.

MODIFIED TYPE II (COMBINED) CORNER RAMPS WITH VERTICAL CURB RETURNS



ISOMETRIC VIEW

Designed by: WBW
Drawn by: RCS
Checked by: WBW
Previous Dwg. No. 608-1A

TYPE II - COMBINED PERPENDICULAR / PARALLEL RAMPS

Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.



WYOMING DEPARTMENT
OF
TRANSPORTATION



**CONCRETE SIDEWALK AND
ADA ACCESSIBILITY**

STANDARD PLAN

STANDARD PLAN NUMBER

608-1B

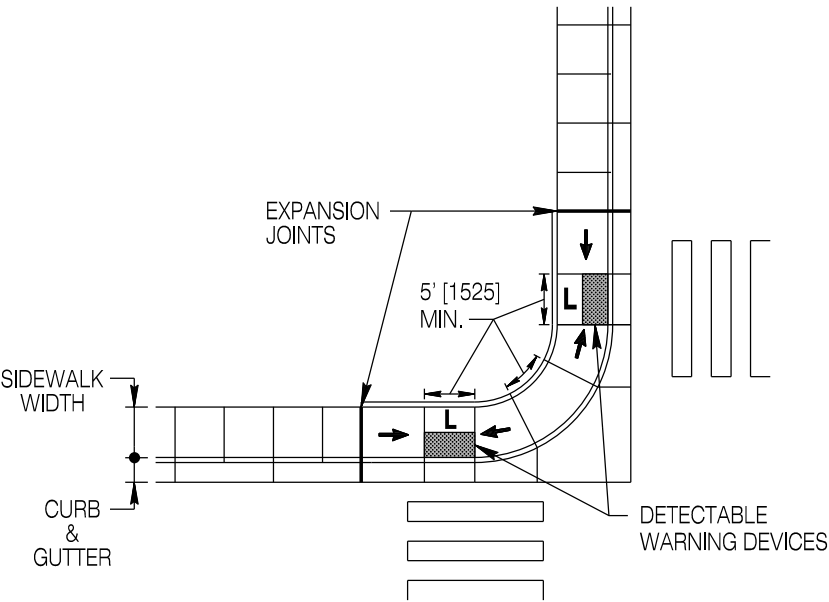
SHEET 5 of 8

Issued by: ENGINEERING SERVICES
Date Issued: JULY 2018

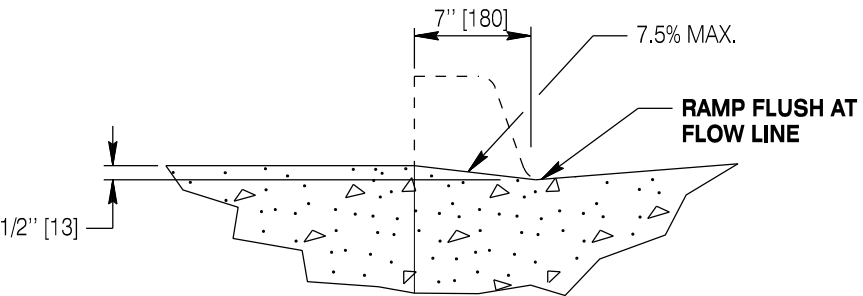
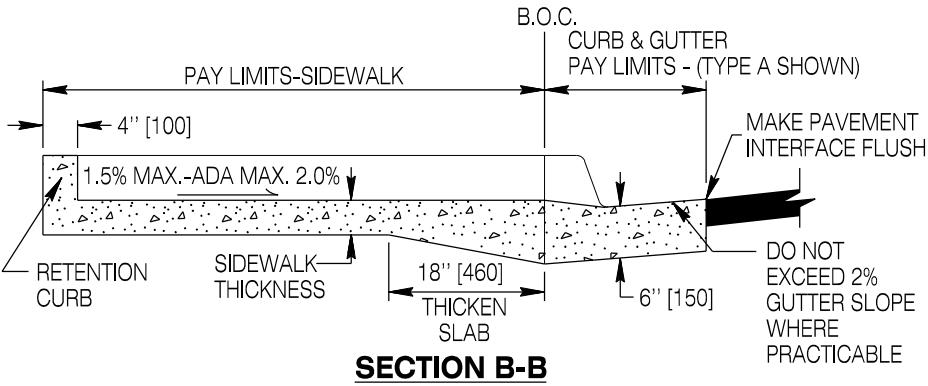
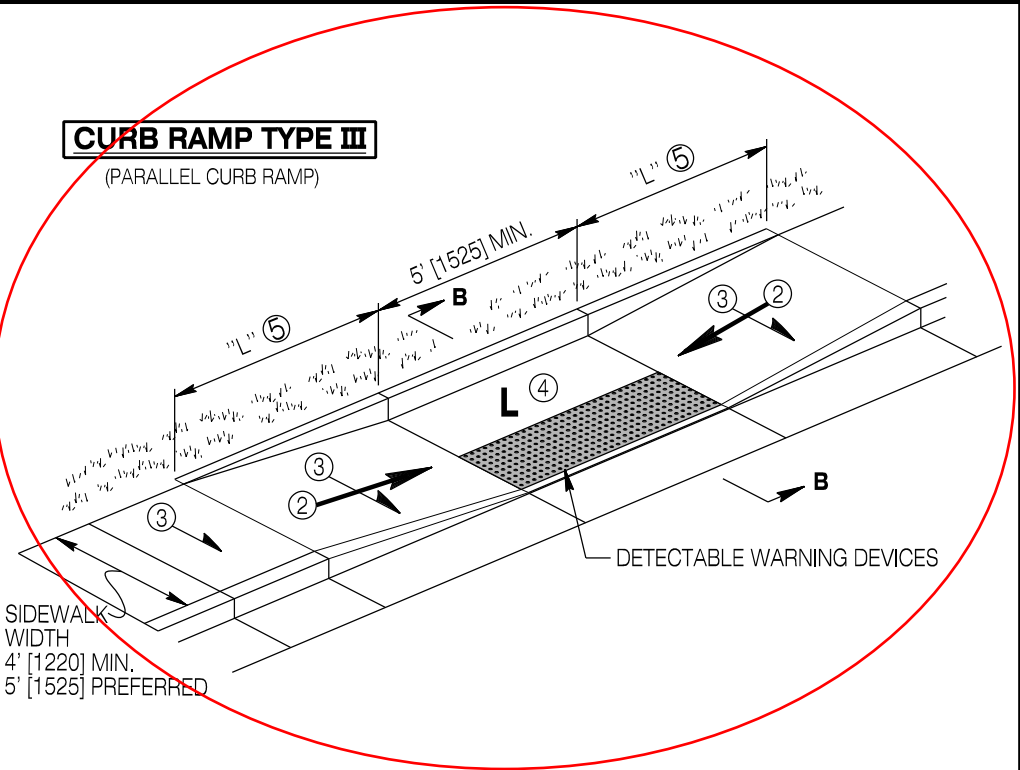
TYPE III (PARALLEL) CURB RAMP REQUIREMENTS

Use type III parallel ramps when it is not feasible to construct type I perpendicular, or type II combined ramps.

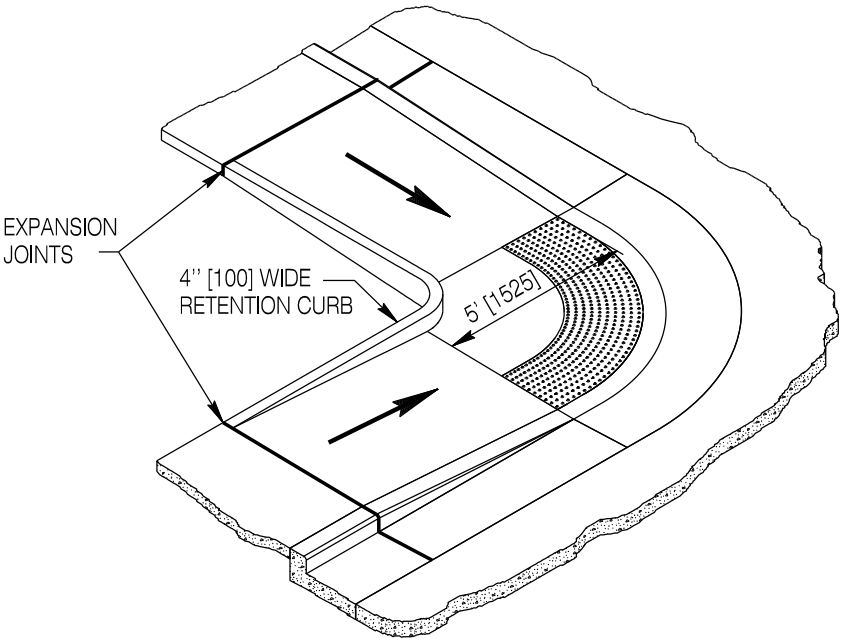
- ① **Ramp Width:** Provide a ramp width equal to or greater than the adjacent sidewalk run.
- ➔ ② **Ramp Slope:** 7.5% or flatter, ADA maximum = 8.3%.
- ➔ ③ **Ramp Cross-Slope:** 1.5%, ADA maximum = 2.0%.
- L** ④ **"L" Landing/Turning Area:** Provide a landing/turning area at the bottom of parallel ramps with a width equal to the ramp width. Provide a landing length (in the direction of the ramp run) of 5 ft. [1525] minimum. Do not exceed a slope of 1.5% for the landing in either primary direction (parallel or perpendicular to the ramp run). Ensure the landing is fully contained within the pedestrian crossing. ADA maximum cross-slope = 2.0%.
- ⑤ **Ramp Length:** Ramp length is normally determined by the ramp slope and the elevation change from the sidewalk to the landing. For flat terrain and a 6 in. [150] curb height the ramp length equals 6'-8" [2030]. Where the terrain is sloping, ramp lengths can get significantly longer, however, ADA does not require the ramp length to exceed 15 ft. [4.6 m].
- ⑥ **Single or Dual Pair Ramps:** Provide dual pair ramps when they adequately fit site conditions and align with ramps on the other side of the street. Where dual ramps are not practical due to existing site conditions, provide single pair ramps. Ensure the ramp landings are fully contained within the pedestrian crossing.



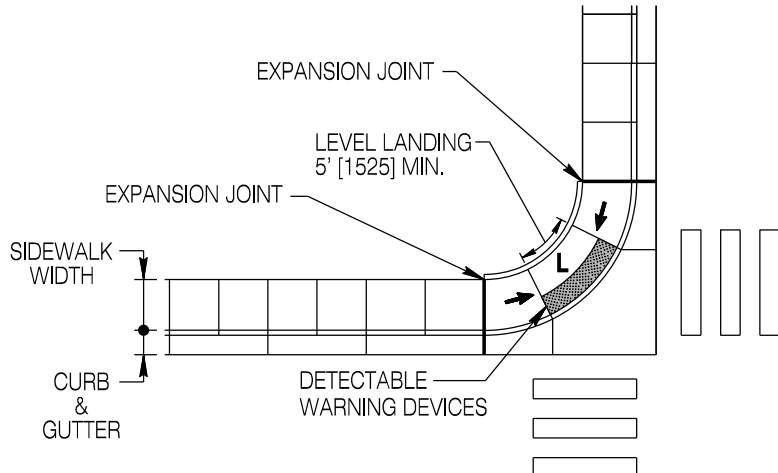
DUAL PAIR PARALLEL RAMPS



CURB & GUTTER MODIFICATION AT LANDING



SQUARE BACK SIDEWALK



RADIUS BACK SIDEWALK

SINGLE PAIR PARALLEL RAMPS

Designed by: WBW
Drawn by: RCS
Checked by: WBW
Previous Dwg. No. 608-1A

TYPE III (PARALLEL)
CURB RAMPS

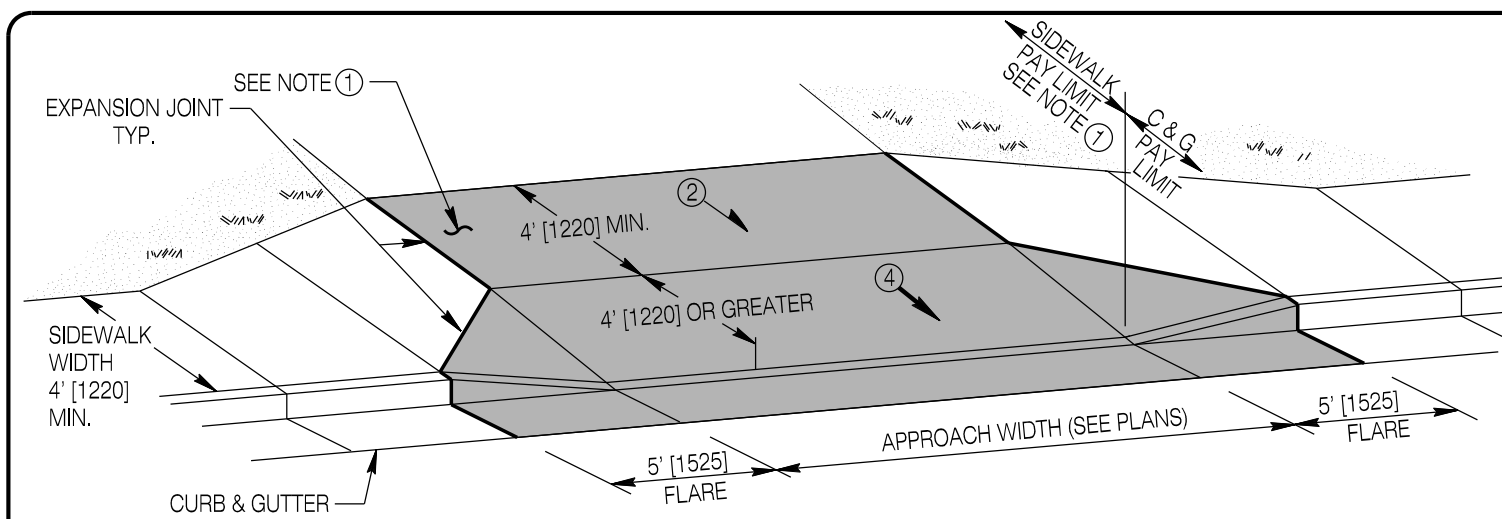
Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.



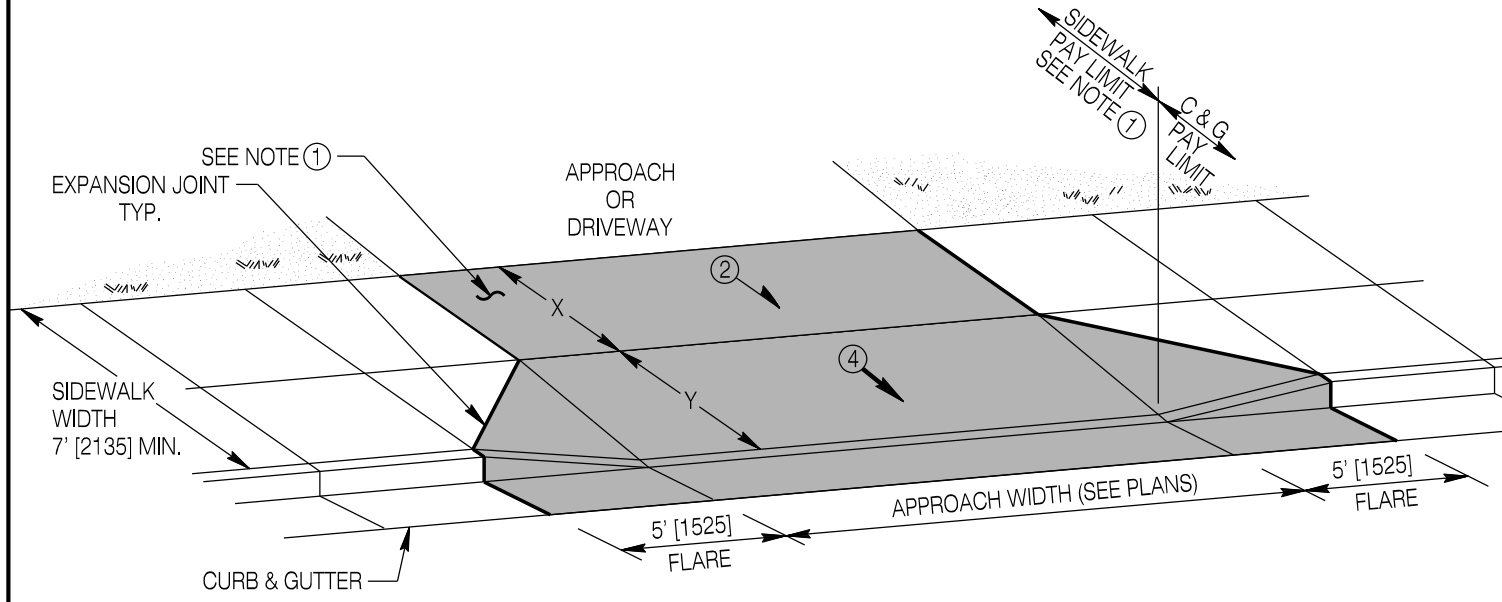
CONCRETE SIDEWALK AND
ADA ACCESSIBILITY

STANDARD PLAN

STANDARD PLAN NUMBER
608-1B
SHEET 6 of 8
Issued by: ENGINEERING SERVICES
Date Issued: JULY 2018

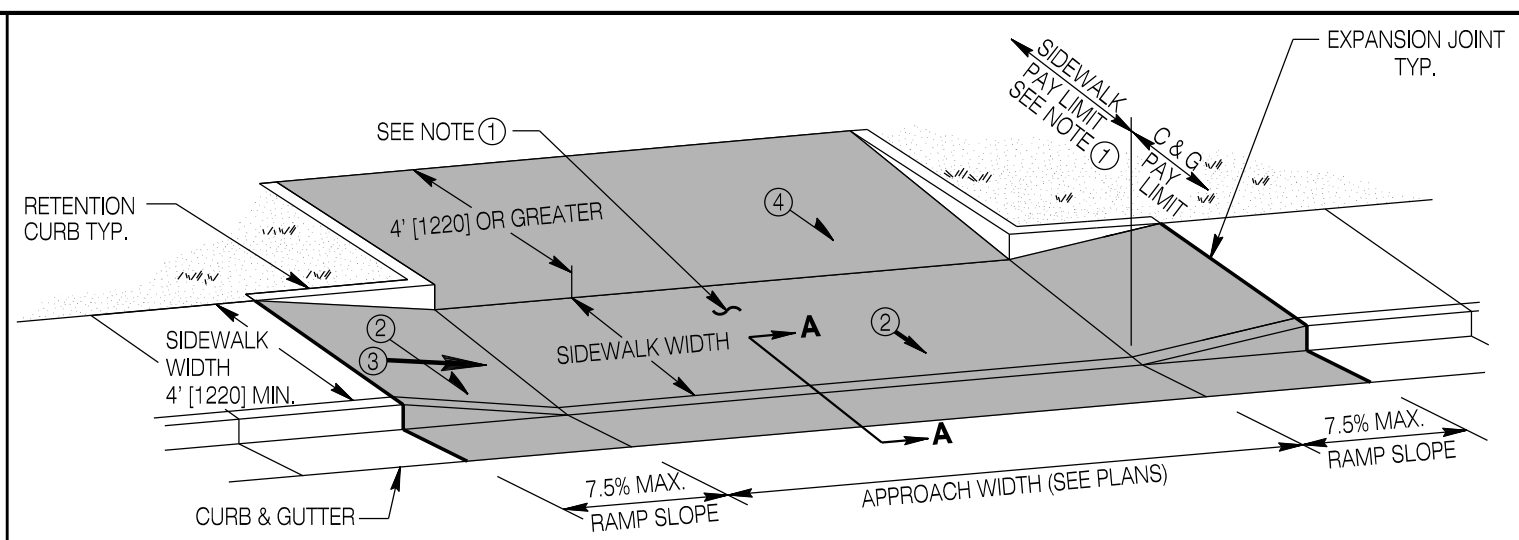


TYPE A - PEDESTRIAN SIDEWALK WITH EXTERNAL BYPASS
(USE FOR SIDEWALK ADJACENT TO CURB WHERE RIGHT-OF-WAY PERMITS CONSTRUCTION)



TYPE B - PEDESTRIAN SIDEWALK WITH INTERNAL BYPASS
(USE WITH SIDEWALK WIDTHS 7' [2135] AND WIDER.)

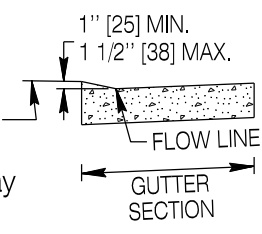
SIDEWALK WIDTH		X		Y	
Ft	mm	Ft	mm	Ft	mm
7'	2135	4'	1220	3'	915
8'	2440	4'	1220	4'	1220
≥9'	>2745	5' MIN.	1525 MIN.	4' MIN.	1220 MIN.



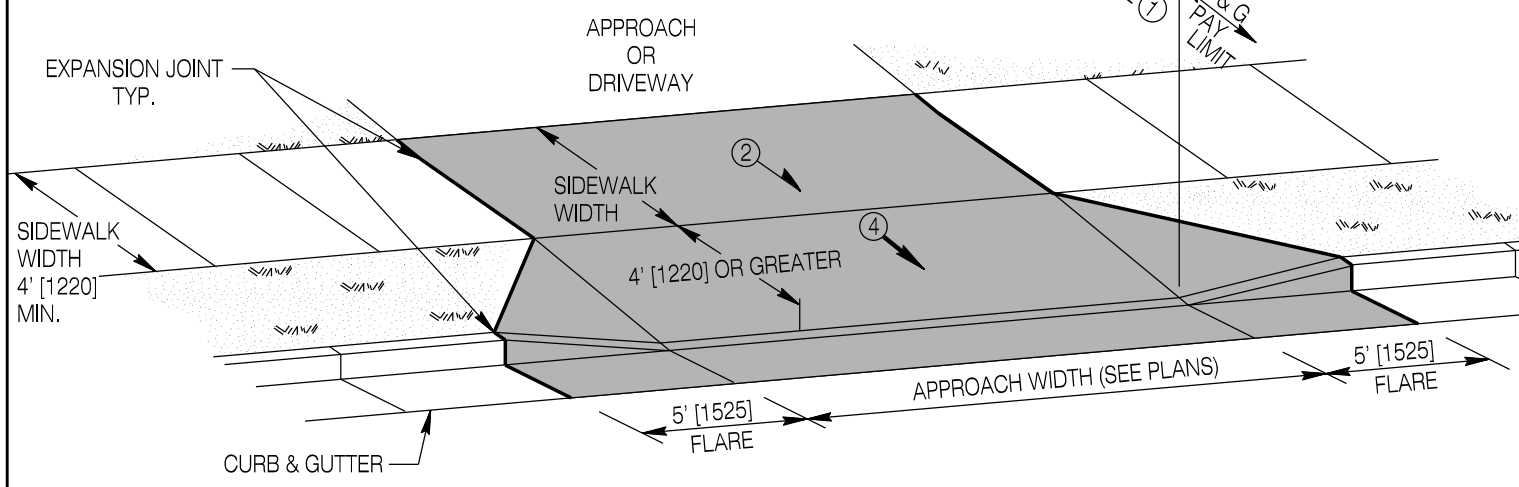
TYPE C - DEPRESSED PEDESTRIAN SIDEWALK

NOTE:

Elevate depressed sidewalk 1" to 1 1/2" [25 to 38] above flow line of gutter unless this driveway doubles as a curb ramp.



SECTION A-A



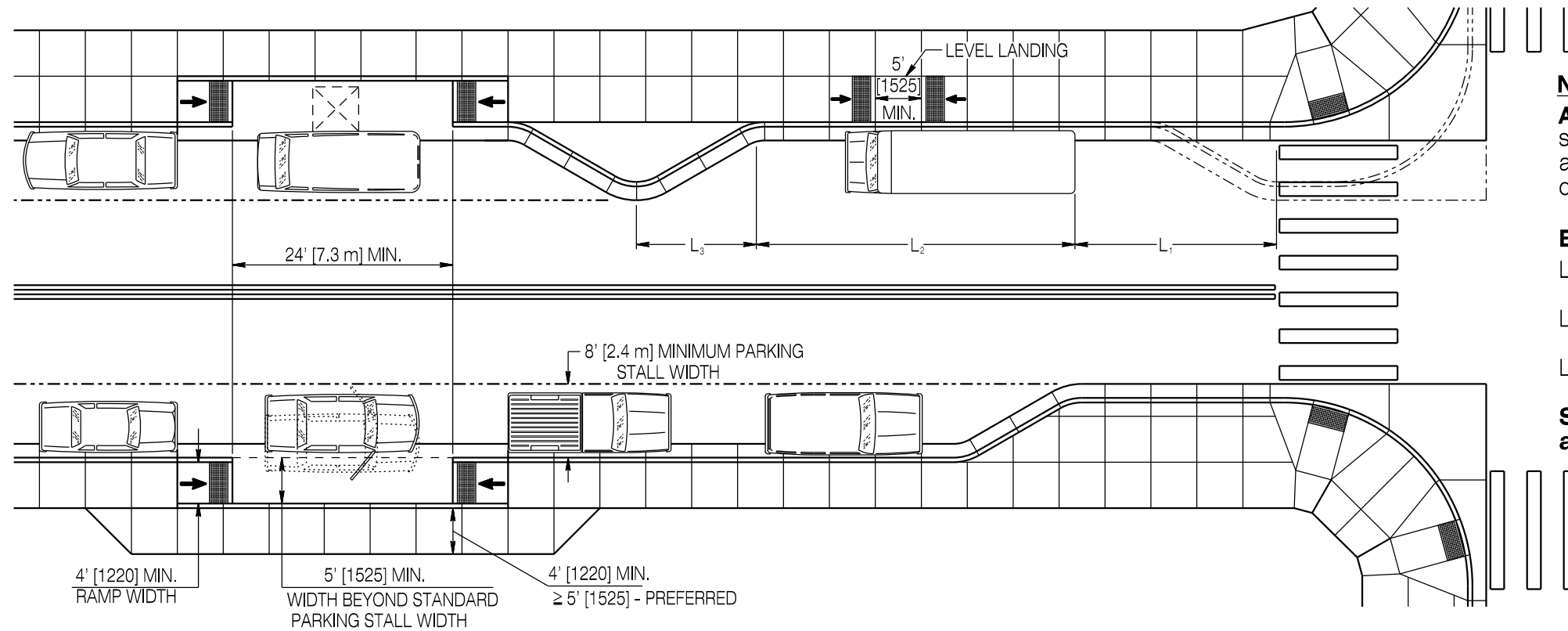
TYPE D - DETACHED PEDESTRIAN SIDEWALK
(MOST DESIRABLE TREATMENT)

TYPICAL SIDEWALK AND/OR DOUBLE GUTTER TREATMENT AT APPROACHES

- NOTES:**
- ① **DRIVEWAYS AND APPROACHES:** Driveways and approaches are paid for as sidewalk behind the back of curb line (including retention curbs) and curb & gutter in front of the back of curb line, **unless** double gutter is specified at a given location. The **shaded area** represents the pay limits if double gutter is specified and the entire shaded area will be constructed to the depth specified for double gutter.
 - ② **CROSS SLOPE:** Slope sidewalks at 1.5% towards street unless otherwise shown. ADA does not permit the cross-slope to exceed 2.0%.
 - ③ **RAMP SLOPE:** 7.5% or flatter, ADA maximum = 8.3%.
 - ④ **DRIVEWAY SLOPE:** Driveway slopes typically exceed ADA cross-slope requirements, therefore the pedestrian access route through a driveway must be made to not exceed 2% (ADA). If a driveway serves a dual purpose as an ADA curb ramp and a driveway, the driveway must conform to perpendicular curb ramp requirements. For Single use driveways (such as residential), where the driveway is relatively flat after the initial rise to curb height (typically 6 inches [150] high) the driveway slope can be achieved in a length of 4 feet [1220] perpendicular to the street. For busier approaches, flatter driveways should be considered to reduce the effect of slowing traffic on the street.

ACCESSIBLE PARALLEL PARKING SPACES

BUS / TRANSIT PULLOUTS



NOTES:

Accessible Parallel Parking Spaces should consist of the standard parking stall (8 ft [2440] min. width) **plus** 5 ft [1525] to accommodate van wheelchair lifts and access from either side of a vehicle.

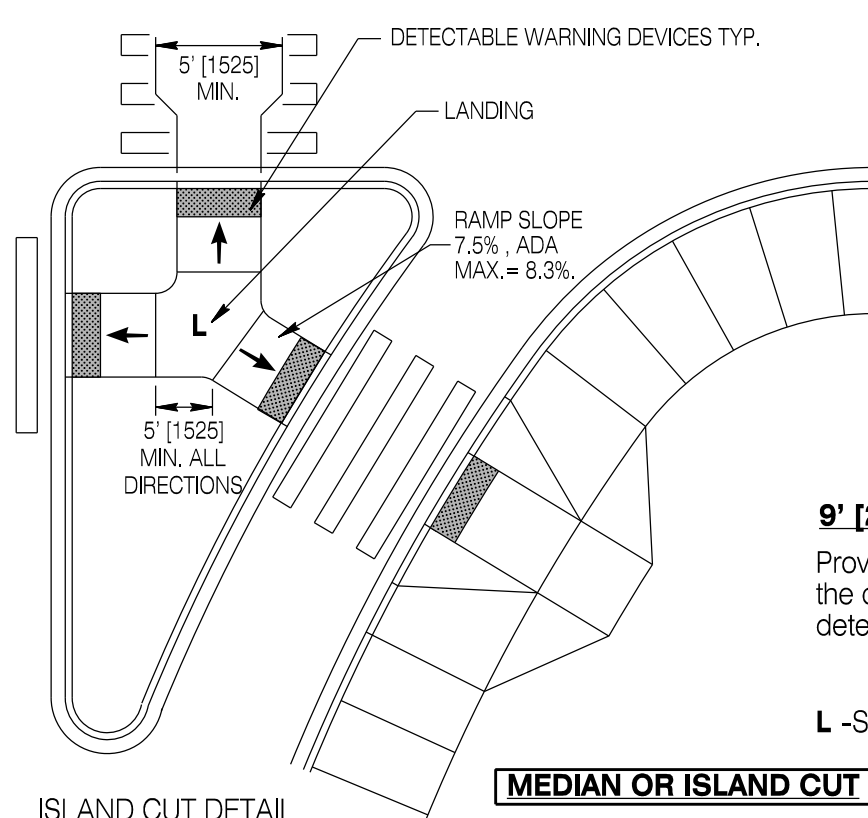
Bus Pullouts:

L_1 = Length required for bus to maneuver into pullout

L_2 = Length of bus + 10 ft [3.0 m]

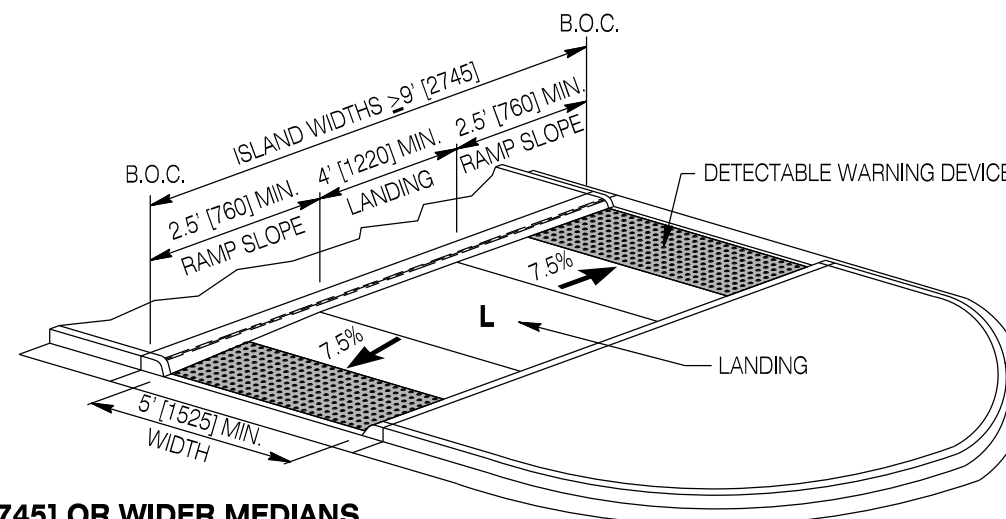
L_3 = Length required for bus to maneuver out of pullout

See plans for locations and actual dimensions of accessible parking stalls and/or bus pullouts.



ISLAND CUT DETAIL

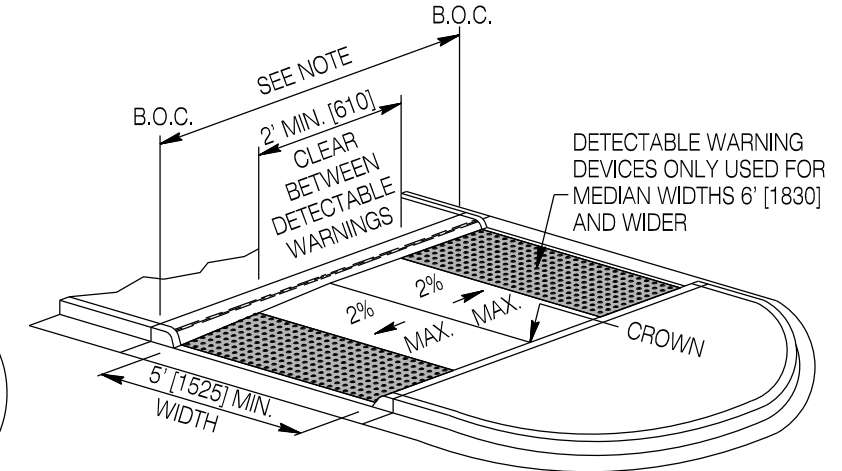
MEDIAN OR ISLAND CUT



9' [2745] OR WIDER MEDIANS

Provide a level landing 4 ft. [1220] minimum long by 5 ft. [1525] minimum wide in the center of the island. Provide ramps (slope 7.5%) on each side with detectable warning devices.

L -See landing requirements, see **SHEET 2**



LESS THAN 9' [2745] MEDIAN WIDTHS

Provide a longitudinal slope for the pedestrian path through the island not to exceed 2% (1.5% preferred) and crowned at the center of the island. Do not provide a cross-slope for the pedestrian path through the island.

For Islands:

6 ft. [1830] and wider - provide detectable warnings. Provide 2 ft. [610] clear between detectable warnings. These are considered pedestrian refuge islands.

Less than 6 ft. [1830] - don't provide detectable warnings. Only provide cut-through. These medians are not considered pedestrian refuge islands.

Designed by: WBW
Drawn by: RCS
Checked by: WBW
Previous Dwg. No. 608-1A

PARALLEL ON-STREET PARKING & MEDIAN OR ISLAND CUTS

Note: Units shown in brackets [] are metric and are in millimeters (mm) unless other units are shown.



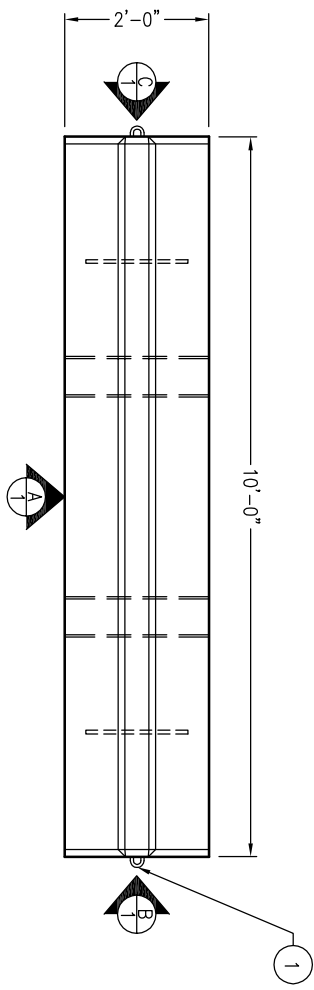
WYOMING DEPARTMENT
OF
TRANSPORTATION



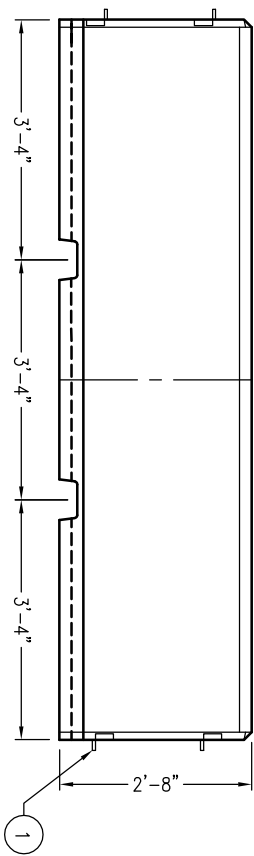
CONCRETE SIDEWALK AND ADA ACCESSIBILITY

STANDARD PLAN

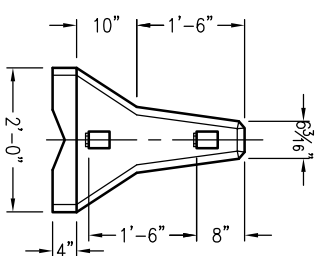
STANDARD PLAN NUMBER
608-1B
SHEET 8 of 8
Issued by: ENGINEERING SERVICES
Date Issued: JULY 2018



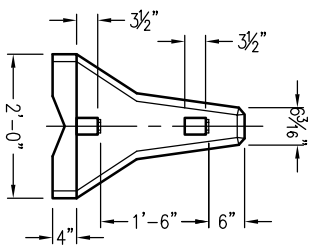
PLAN VIEW
SCALE: 3/8" = 1'-0"



VIEW A
SCALE: 3/8" = 1'-0"



VIEW B
SCALE: 3/8" = 1'-0"



VIEW C
SCALE: 3/8" = 1'-0"

Exhibit 14

BILL OF MATERIALS

#	QTY	DESCRIPTION	AV#
1	4	1/2"X92" WIRE ROPE	9000613
1.02 CYD		PRECAST MIX DESIGN #3 6000 SCC	9002500
42 LBS		#4 REBAR	8010012

PRODUCT WEIGHTS

PRODUCT	LINE #	STEEL WT	YARDAGE	WEIGHT
10' MEDIAN BARRIER		42 LBS	1.02 CYD	3,950 LBS

DESIGN NOTES:

- DESIGN LOADINGS:
 - AASHTO HS-20-44, W/IMPACT
 - SOIL WEIGHT = 120 PCF.
 - DEPTH OF OVERBURDEN 0.0' MIN 0.0' MAX.
 - ASSUMED WATER TABLE: N/A
 - BELOW FINISHED GRADE
 - EQUIV. FLUID PRESSURE = 40 PCF.
 - LATERAL LIVE LOAD SURCHARGE PER SPECS.
- CONCRETE 28 DAY COMPRESSIVE STRENGTH SHALL BE 6000 PSI (MIN)
- STEEL REINFORCEMENT: REBAR, ASTM A-615 GRADE 60
- CEMENT: ASTM C-150 SPECIFICATIONS



APPROVED FOR
"FABRICATION"

DATE: 3/2/2016 INITIALS: JZH

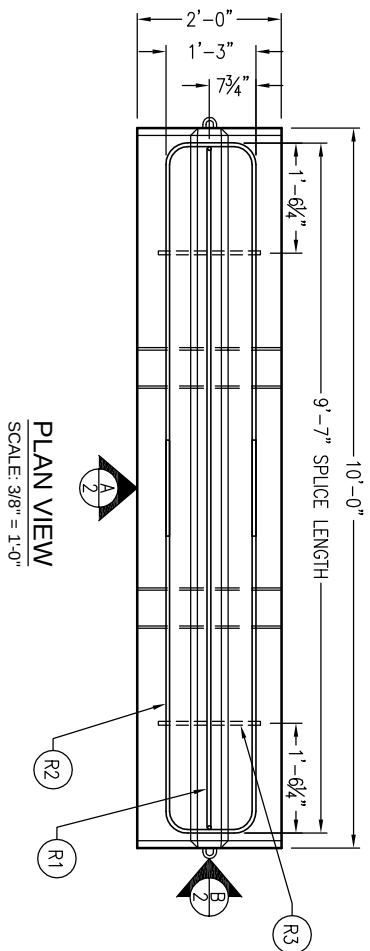


Oldcastle Precast®
2240 SOUTH YELLOWSTONE HIGHWAY DUND FALTS, ID 83405
PHONE: 208-522-6150 FAX: 208-522-9701

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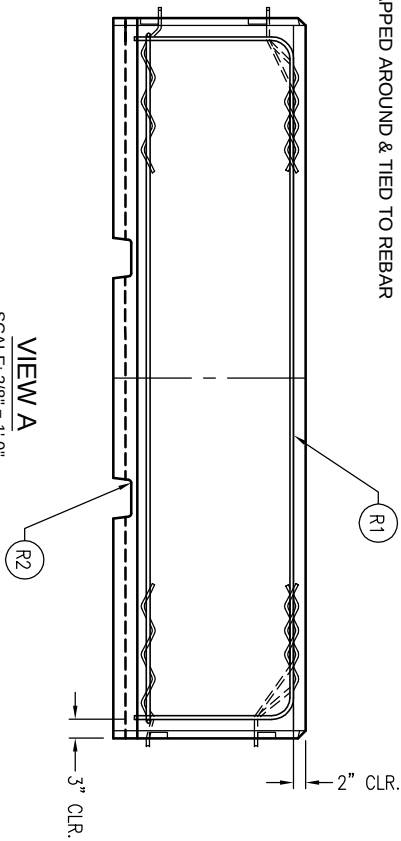
10' Median Barrier
ITEM # 1500100 10' BARRIER
Standard Drawing

CUSTOMER					
DATE	SALES	DRAWN	ENGINEER	CHECKED	SALES ORDER
5/11/15	JZH	MB			
DRAWING NUMBER		REVISION			SHEET
10' Median Barrier					1 OF 2
#	DATE	REVISIONS			BY

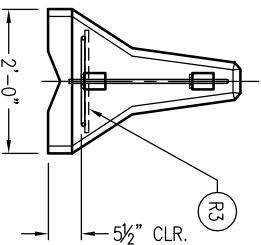


PLAN VIEW
SCALE: 3/8" = 1'-0"

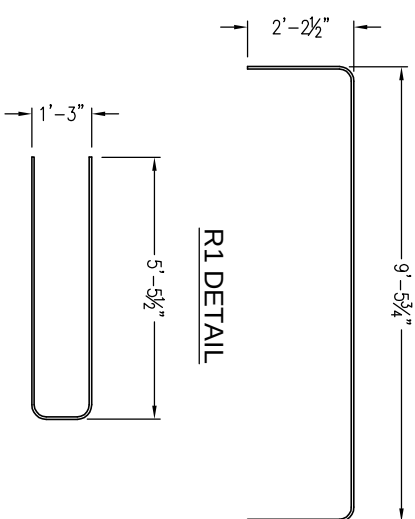
NOTE:
1/2" WIRE ROPE IS WRAPPED AROUND & TIED TO REBAR



VIEW A
SCALE: 3/8" = 1'-0"



VIEW B
SCALE: 3/8" = 1'-0"



R1 DETAIL

R2 DETAIL

REINFORCEMENT CUT LIST			
#	QTY	MATERIAL	LENGTH
R1	1	#5 BAR	13'-7 3/4"
R2	2	#5 BAR	11'-11"
R3	2	#5 BAR	1'-5"

STEEL WEIGHTS

PRODUCT	MATERIAL	WEIGHT
10' BARRIER	#5/GRD60	42 LBS

SHOP NOTES:

1. USE STD REBAR
2. CONCRETE STRENGTH: 6000 PSI
3. 1500 PSI MINIMUM STRIPPING STRENGTH REQUIRED



APPROVED FOR
"FABRICATION"

DATE: 3/2/2016 INITIALS: JZH



2240 SOUTH YELLOWSTONE HIGHWAY DUNDY FALLS, ID 83405
PHONE: 208-322-9150 FAX: 208-322-9101
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10' Median Barrier
10' STEEL DETAIL
Standard Drawing

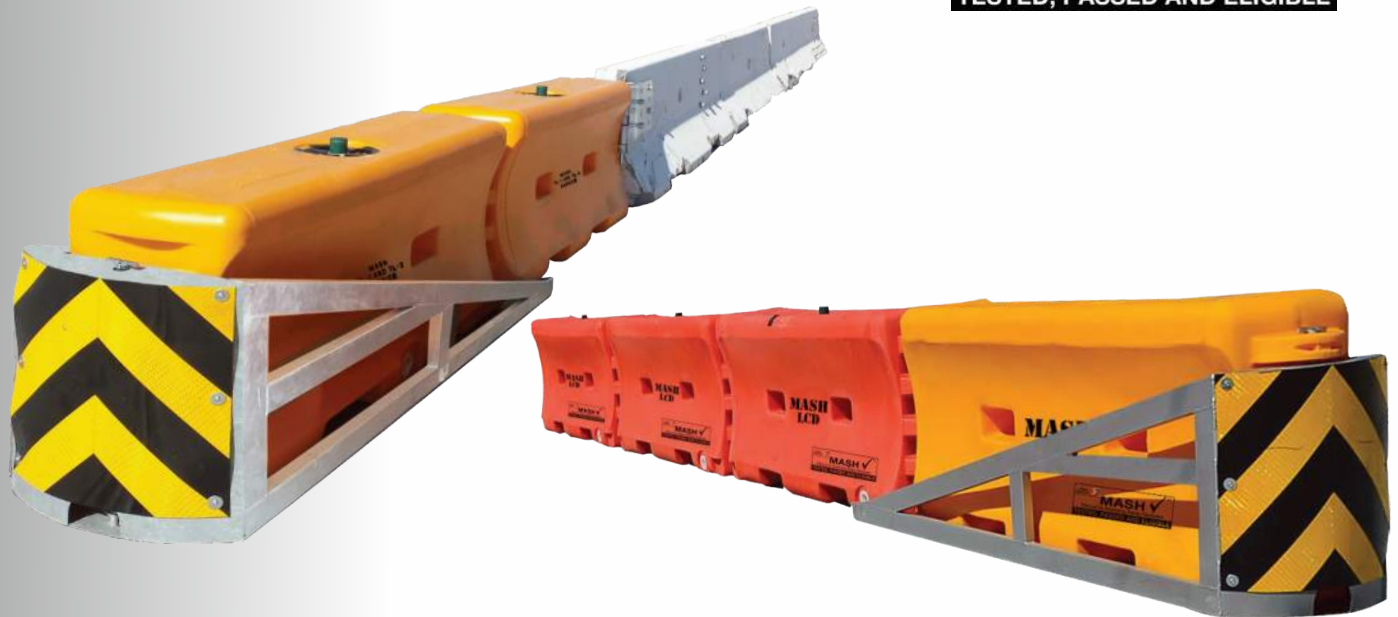
CUSTOMER					
DATE	SALES	DRAWN	ENGINEER	CHECKED	SALES ORDER
5/11/15	JZH	MB	REVISION	2 OF 2	
#	DATE	REVISIONS	BY		

**TraFFix
Devices Inc.**



**SLEDTM
mini**

Engineered Products for Safer Highways



Features:

- MASH Eligible as TL-1 & TL-2 when connected to TraFFix Water-Cable Barrier
- MASH Eligible as TL-2 when connected to concrete median barrier
- Stout Design Eliminates Vaulting of the Impacting Vehicle
- Containment Impact Sled (CIS) Minimizes Debris Field
- Quick and Easy Setup Minimizes Installation and Worker Exposure Time
- No Foundation Anchoring Required, Complete System is Free Standing
- Narrow Width is Ideal for Confined Work Zones and Lower Speed Applications





SLED mini™ Specification:

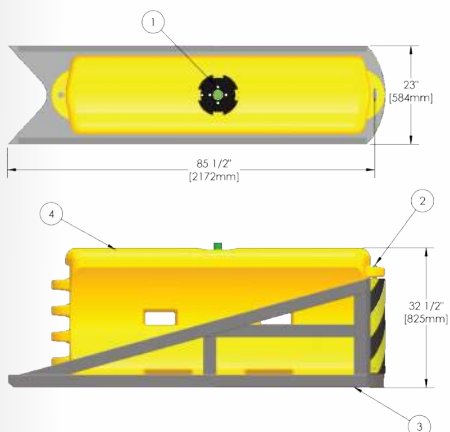
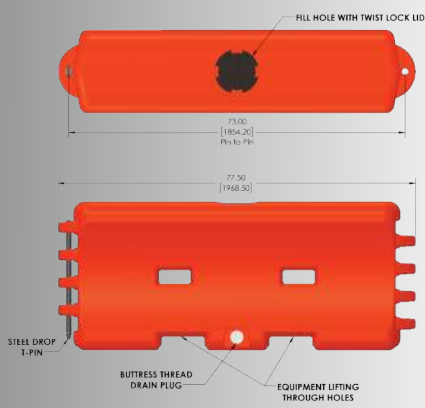
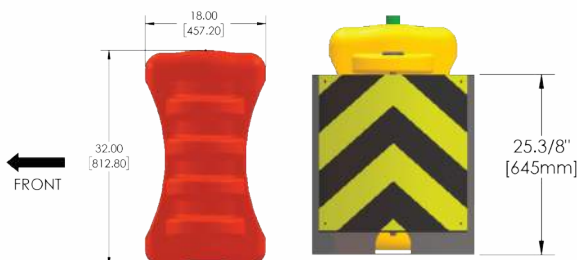
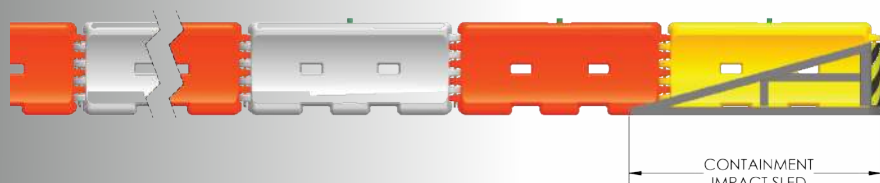
The SLED mini™ is a narrow, non-directive gating crash cushion. SLED mini is MASH Eligible as an End Treatment when connected to TraFFix Water-Cable Barrier™, (TL-1 & TL-2) and concrete median barrier, (TL-2). The SLED mini End Treatment does not require foundation anchor bolts to be attached to the road or bridge deck, The Yellow Module resting in the Containment Impact SLED is required to be filled with water. The SLED mini contains three internal cables. It is designed to deform and rupture on impact, absorbing the energy of the errant vehicle. The complete crash cushion can be installed quickly, with as little as one pick-up truck and two workers, on compacted dirt, gravel, decomposed granite, asphalt or concrete.



Truck Impact



Car Impact



SPECIFICATIONS:

LENGTH:	72 in.	1.83 m
HEIGHT:	32 in.	0.81 m
WIDTH:	32 in.	0.81 m
WEIGHT (empty):	100 lbs.	45.35 kg.
WEIGHT (full):	1,070 lbs.	485.35 kg.

MASH Eligibility Letters:

CC-142
CC-144

**TraFFix
Devices Inc.**
Engineered Products for Safer Highways



Distributed by:

160 Avenida La Pata, San Clemente, CA 92673
(949) 361-5663 FAX (949) 361-9205
www.traffixdevices.com

Business Name:

Gaslight Alley:

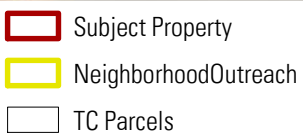
St. John's Episcopal Church
Browse N' Buy
Cowboy Coffee
Dan Shelly Jewelry Originals
Mursell's Sweet Shop
Made in JH
Touch Of Lass
Cougar Fund
Habits
Encounter Hat Co.
Crazy Horse Jewelry
Matoska Trading Company
Brookover Gallery LLC
A Cut Above

East side of Cache Street:

Teton Mountaineering
Merry Piglets
Burkshire Hathaway Real Estate
Bunnery Jackson Hole
JC Jewelers
Global Candle Galley
Jackson Drug
Five and Dime General Store
American Legion Jackson Hole
Mangelsen Images of Nature Gallery
Liberty Burger
SUDA
Moes Original BBQ
Hand Fire Pizza

West Deloney:

Skinny Skis
Lilly & Co
Wild by Nature Galley
The Wort Hotel
Hatch



0 25 50 100 150 200
Feet

**WAPITI CORP - EXHIBIT 13
NEIGHBORHOOD OUTREACH**



**Wapiti
Corporation**
CONSTRUCTION MANAGEMENT

Hotel Jackson Phase II - PUBLIC OUTREACH

Contact List

Business Name	Contact	Address	Phone	Email
Gaslight Alley				
St. Johns Episcopal Church	Jimmy Bertz - Rector	170 N. Glenwood	307-733-2603	jimmy@stjohnsjackson.org
Browse N Buy		139 N Cache Street	307-733-7524	
Cowboy Coffee	Pete Maclluaine	125 N Cache Street	307-733-7392	pete@cowboycoffee.com
Dan Shelly Jewelry Originals	Glenda/ Dan Harris	125 N Cache Street	307-733-2259	info@danshelley.com
Murrsell's Sweet Shop	Annie	125 N Cache Street	307-264-1508	hello@murssells.com
	John Frechette			jdfrechette@gmail.com
Made in JH	John Frechette	125 N Cache Street	307-690-7957	hello@madejacksonhole.com
Touch Of Cass	Vistoria	125 N Cache Street	307-733-3356	vioricababanuta@yahoo.com
				ddarwiche@hoteljackson.com
Cougar Fund	Penny/ Dana Turner	125 N Cache Street	307-733-0797	penny@cougarfund.org
	Dana Turner	125 N Cache Street	307-733-0797	dturner@mangelsen.com
Habits	Arcy Hawks	35 W Deloney	307-733-5665	arcy@habitsjh.com
Encounter Hat Co.	Kyle Thearet	35 W Deloney	303-917-1513	encounterhatco@encounterhatco.com
Crazy Horse Jewelry	Susan	125 N Cache Street	307-733-4028	ddarwiche@hoteljackson.com
Matoska Trading Company	Ryan Schellhase	125 N Cache Street	307-203-2707	service@matoska.com
Brookover Gallery LLC	David Brookover	125 N Cache Street	307-732-3988	david@brookovergallery.com
A Cut Above	Holly Fuller	125 N Cache Street	307-733-6005	hollyhollyfuller@gmail.com
ED Bruno	Gaslight Owner			panooch@sbcglobal.net
Lynda Gruber	Gaslight Owner			lynda575@aol.com
Tom Mangelson	Gaslight Owner / Mangelson Gallery			
Chalres and Annette Seligman	Gaslight Owner			seligman0009@gmail.com
Dan Harrison	Gaslight Owner			info@danshellyjewelers.com
East side of Cache Street				
Teton Mountaineering	Keith			info@tetonmountain.com
Merry Piglets	Brook Rice	160 N Cache Street	307-733-2966	brooke@bcrq.co
Burkshire Hathaway Real Estate	Kurt & Tim Harland	130 N Cache Street	307-733-4339	kurt@bhhsjacksonhole.com
				owners@bhhsjacksonhole.com
Bunnery Jackson Hole	Shauna DuPont	130 N Cache Street	307-599-4032	Shauna@bunnery.com
JC Jewelers	Jane Case	130 N Cache Street	307-733-5933	info@jcjewelers.com
Global Candle Galley	Luci Ablondi	160 N Cache Street	813-644-7166	Luciulzii10@gmail.com
Jackson Drug	Nikki Gill/ Jessica Gill	15 E Deloney Ave	307-201-1275	milkshake@jacksondrug.com
Five and Dime General Store	Steve Skyes	75 N Cache Street	307-219-5005	fivedimejackson@gmail.com
American Legion Jackson Hole		190 N Cache Street	307-733-7462	kn6ll@hotmail.com
Mangelsen Images of Nature Gallery	Dana Turner	170 N Cache Street	307-733-9752	dturner@mangelsen.com
	Sue	170 N Cache Street	307-733-9752	sue@mangelsen.com
Liberty Burger	Joe Rice	160 N Cache Street	307-200-6071	jdrice@bresnan.net
SUDA	Dusty	140 N Cache Street	307-201-1616	hr@sudajh.com
Moes Original BBQ	David Fogg	140 N Cache Street	859-312-6079	dfogg@moesoriginalbbq.com
Hand Fire Pizza		120 N Cache Street	307-733-7199	howdy@handfirepizza.com
West Deloney				
Skinny Skis	Scott O'Brien	65 W Deloney	307-733-6094	scott@skinnyskis.com
	Phill Leeds	65 W Deloney	307-733-6094	phil@skinnyskis.com
	Taylor Hall	65 W Deloney	307-733-6094	taylor@skinnyskis.com
Lilly & Co	Emily LaCoste	95 W Deloney	307-732-2211	evlacoste@gmail.com
Wild by Nature Galley	Henry Holdworth	95 W Deloney	307-733-8877	wildbynature@wyoming.com
The Wort Hotel	Debra Olson	50 N Glenwood	307-733-2190	debolson307@gmail.com
Hatch	Katherine Ward			info@hatchjh.com
Thoenig's	Robin Thoenig			rsthoenig@gmail.com

Comments could be addressed and sent to council@jacksonwy.gov
townengineering@jacksonwy.gov

Business Name:

Gaslight Alley:

St. John's Episcopal Church
Browse N' Buy
Cowboy Coffee
Dan Shelly Jewelry Originals
Mursell's Sweet Shop
Made in JH
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Liberty Burger
SUDA
Moes Original BBQ
Hand Fire Pizza

West Deloney:

Skinny Skis
Lilly & Co
Wild by Nature Galley
The Wort Hotel
Hatch

-  Subject Property
-  Neighborhood Outreach
-  TC Parcels

N Cache St



0 25 50 100 150 200
Feet

**WAPITI CORP - EXHIBIT 13
NEIGHBORHOOD OUTREACH**



**Wapiti
Corporation**
CONSTRUCTION MANAGEMENT

Exhibit 19:
"Sandwich
Board" Style
Logo Signs
Mockup

OPEN FOR BUSINESS DURING CONSTRUCTION



THE BROOKOVER GALLERY



MURSELL'S
SWEET SHOP

MADIE



habits

ENCOUNTER HAT CO.

EST. 2016

A Cut Above
Crazy Horse Jewelry
(Logo not available at the moment)





The Concrete Washout Systems (CWS) solution, when implemented by a licensed operator, meets EPA Best Management Practice (BMP) requirements for concrete washout wastewater containment and recycling of residual concrete waste.



The sample spec below is intended to assist contractors, job site managers and architects with defining the concrete washout management portion of an overall Storm Water Pollution Prevention Plan (SWPPP) to meet National Pollutant Discharge Elimination System (NPDES) requirements.

PORTABLE CONCRETE WASHOUT BIN

GENERAL

Summary: This work includes the containment, removal and disposal of concrete waste and concrete wash water by furnishing, maintaining and removing portable concrete washout bins.

Bin Capacity/Dimensions:

1. Each bin has washout capacity sufficient for a pour of approximately 350 cubic yards.
2. Ramped container accommodates concrete pump trucks, tile and grout and stucco washout: 26 ft x 8ft with ramps extended.
3. Rampless container for jobs with mixer trucks only: 14 ft x 8ft

Submittals/Pre-planning: At least five business days before concrete operations start, submit to Engineer or job site manager:

1. Name and location of the solid and liquid concrete waste disposal facility
2. Verification that the off-site commercial disposal site has a permit issued by the local water quality control authority.
3. Verification that the off-site concrete waste disposal facility is licensed/permitted to receive concrete wastes.

Quality Control and Assurance: Records of concrete waste disposal must be maintained and retained, including:

1. Weight tickets
2. Delivery, maintenance and removal of concrete waste bins



MATERIALS

Concrete Waste Bin(s) The concrete waste bin(s) must:

1. Be a commercially available, watertight container
2. Have a minimum capacity of five (5) cubic yards
3. Be a roll-off bin, with or without attached/folding steel ramps
4. Be lined with a solid, affixed, non-stick liner to facilitate recycling of concrete
5. Be labeled for exclusive use as a concrete waste container and washout facility

CONSTRUCTION:

Placement: Place concrete waste bins at the project site:

1. Prior to placement of concrete
2. In the immediate concrete work area
3. At least 50 feet away from storm drain inlets or watercourses
4. Away from construction traffic or public access areas
5. In sufficient numbers/sizes so that total capacity can contain all liquid and concrete waste generated by concrete washout operations without seepage or spills

Signs: Install a sign adjacent to each temporary concrete washout bin location. Signs must:

1. Comply with all size standards in the overall job specification
2. Be approved by the engineer or job site manager
3. Be made of plywood, with a minimum size of two feet by four feet
4. Read "Concrete Washout" in black letters, at least three inches high, on a white background

Operation:

Concrete washout bins are used to:

1. Contain waste and wastewater from washing out of concrete delivery and mixing trucks
2. Contain slurries containing Portland cement concrete or hot mix asphalt, such as would result from sawcutting, coring, grinding, grooving and hydro-concrete demolition

Service provider will relocate concrete washout bins as needed.

Inspect bins:

1. Daily if concrete work occurs daily
2. Weekly if concrete work does not occur each day

Maintenance: Bins must be secured when moved to prevent spillage of material from the bin (solid waste or wastewater). Any spilled material should be returned to the bin.

Removal and Disposal: Concrete waste and wastewater must be disposed of at a facility or facilities specifically licensed to receive these materials. Concrete washout bins are to be removed for material disposal within one day of reaching capacity.

MEASUREMENT AND PAYMENT

Temporary contract washout bin pricing is based on actual count of bins in place and includes full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing, placing, maintaining, and transporting concrete washout

PORTABLE CONCRETE WASHOUT BIN



bin(s), and for disposing of concrete waste and wastewater and removing the concrete washout bin(s).

Contact information:

Concrete Washout Systems
(916) 381-6312

info@concretewashout.com
concretewashout.com

or

to find a local CWS service provider:
concretewashout.com/pages/cws_locator/

STAFF REPORT



Meeting Date:	May 3, 2021	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Floren Poliseo
Agenda Item:	P21-020: JHHR Holdings I, LLC Request for Town Water and Sewer Services	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this staff report is for Council to consider two requests for service by JHHR Holdings, LLC ("Applicant" or "JHHR") for a subdivision development located outside of the Town's corporate limits:

Item A) Town Water Supply and Distribution; and

Item B) Town Sewer Collection and Treatment services.

JHHR's water and sewer systems will be and will remain privately owned and operated; the Applicant is requesting permission to connect those systems to the Town's water and sewer systems.

Requested Actions.

Town Council consider JHHR request for:

Item A: Town Water Supply and Distribution; and

Item B: Town Sewer Collection and Treatment services.

Recommendations.

Item A – Water Supply and Distribution

Staff recommends approval of JHHR's request for Town water supply service subject to 1) the proposed conditions of approval and 2) that the proposed conditions of approval, along with other necessary contract issues, are set forth in a Water Service Connection and Use Agreement that will be subject to Council consideration at a future meeting.

Item B – Sewer Collection and Treatment services

Staff recommends approval of JHHR's request for Town sewer collection and treatment services subject to 1) the proposed conditions of approval and 2) that the proposed conditions of approval, along with other necessary contract issues, are set forth in a Sewer Service Connection and Use Agreement that will be subject to Council consideration at a future meeting.

Background/Analysis.

PURPOSE AND APPLICABILITY

The applications presented are requests to the Town of Jackson to connect JHHR's proposed private water system and proposed private sewer system to Town water and sewer services and to establish the conditions for allowing these connections. The proposed development is located outside of the Town's corporate limits AND not within an existing contracted water or sewer service area.

JHHR's requests for service are the first step in a three-step Town process for all properties outside the Town boundaries and outside an existing contracted service area to connect to Town services. If Council approves these requests, the second step is the execution of a connection and use agreement ("CUA") between the Applicant and Town, and the third step is permitting of the construction and improvements required to connect the Applicant's private systems to the Town's systems. Staff notes that until such time that all three steps in the process have been completed there is no guarantee of connection to Town services. See the TOWN PROCESS FOR WATER AND SEWER SERVICE REQUESTS section below for more detail on the process.

PROPOSED DEVELOPMENT

The proposed development is located in Teton County, adjacent to the Town of Jackson but outside the Town's corporate limits, at 1500 South Park Loop Road at the southeast intersection of High School Road and South Park Loop Road. The lot is approximately 26 acres of land zoned Teton County-Suburban (TC-S). The applicant received Sketch Plan (SKC 2020-0001) approval on March 2, 2021 from Teton County. The Sketch Plan approval allows for the creation of up to 84 single family residential lots (1 existing, 83 new). The Sketch Plan application is subject to the following conditions by Teton County:

1. *At the time of Development Permit application submittal, the applicant shall show pathway easements with a minimum width of 16-feet for easements located outside of road easements/rights-of-way.*
2. *Pathway required: At the time of Development Permit application submittal, the applicant shall show such a pathway easement along the west-southwest—east-northeast trending street (approximately from Lot 50 to Lot 60) that connects the South Park Loop Road with the north-south trending so-called "spine road".*
3. *Sidewalks required: At the time of Development Permit application submittal, the applicant shall show sidewalk easements to accommodate 4'-wide sidewalks along both sides of all streets without a pathway and along at least one side of all streets and roadways that include a pathway.*
4. *At the time of Development Permit application submittal, the applicant shall show pathway and roadway connectivity to potential future development to the south and/or east that are acceptable to the Pathways Coordinator and the County Engineer, which shall include an easement or right-of-way to match the approved right-of-way width within the development area.*
5. *At the time of Development Permit application submittal, the applicant shall provide a detailed vegetation preservation and planting schedule that explicitly shows what vegetation will be preserved, how preservation will occur, and where planting will occur to meet Scenic Resources Overlay (SRO) standards, per ZCV2020-0027.*
6. *At the time of Development Permit application submittal, the applicant shall provide the County with an alternative development exaction plan, which better allocates land for public use.*
7. *The applicant shall submit their Development Plan application no earlier than December 31, 2021.*
8. *All interior road right-of-way width schematics of SKC2020-0001 shall adhere to the specific right-of-way widths approved by the final determination of ADJ2020-0005.*
9. *Prior to submittal of a final Development Plan application to the Teton County Planning Department, the Applicant shall meet with Planning staff and the Parks & Recreation staff to discuss the options for park design. A final park design shall be included in the Development Plan application submittal.*
10. *Phasing plan required: The Development Permit application shall contain a phasing plan reflecting how wastewater, storm water and potable water systems or facilities will integrate with public systems or facilities without significant impact.*
11. *High School Road Complete Street Agreement with TOJ may be required: The Development Permit application may be deemed incomplete if it does not include an agreement with the Town of Jackson on how the applicant will contribute to complete street design improvements along the portion of High School Road that directly bounds the permit site to the north.*
12. *The applicant shall submit with their Development Permit application a willingness to serve letter or other letter evidencing commitment from the Town of Jackson for connection to public (municipal) water and sewer facilities.*

Staff finds that this application (P21-020) is the appropriate formal and first request from the Applicant to connect to the Town sewer and water systems. As stated in the Council letter dated December 7, 2020 (previous Council), approval to connect to all Town infrastructure is at the sole discretion of the Jackson Town Council regardless of whether capacity is available or not. The Town shall review this application at its sole discretion pursuant to all applicable State Statutes. Staff notes that there is no formal or informal connection or requirement between the Town and County review processes.

Staff finds that many of the items raised by the Town in the December 7, 2020 letter have been preliminarily addressed through the County Sketch Plan review process and approval. Specifically, staff finds that overall connectivity has been preliminarily addressed by conditions requiring easements for sidewalks, pathways, vehicular connection to adjacent properties and discussion of High School Road improvements. Should the application proceed through the County Development Plan application process, the Town would continue to review and comment on the items previously identified as more details are provided to ensure compatibility with adjacent Town infrastructure and plans.

The proposed development area is also part of a Joint Town/County Neighborhood Planning Process “(Neighborhood Planning Process”) currently underway. It is staff’s understanding that County condition 7 above (prohibiting the application of a Development Plan for this application prior to December 31, 2021) was included to allow for the Neighborhood Planning Process to be completed prior to any further requests. Staff is supportive of this condition by Teton County and is optimistic that this subdivision as proposed may never be developed if a better alternative for the property owner and community can be arrived at through the Neighborhood Planning Process, but respects that the property owner has the right to make application under current zoning to Teton County and to make this application to the Town for consideration of sewer and water services at this time. The development as proposed in the approved Sketch Plan is shown below in Figure 1. Zoning for the development and adjacent parcels is shown below in Figure 2.



Figure 1. Proposed Development



Figure 2. Zoning

TOWN PROCESS FOR WATER AND SEWER SERVICE REQUESTS

For all developments that request connection to Town water and sewer services and are outside the Town corporate limits and outside existing contracted service areas, the Town applies the following process.

Step 1: Request for Service

A Miscellaneous Planning Application is filed by an applicant to request Town water and/or sewer service(s). Staff review of this application is used by Town Council to make an initial determination on whether to provide services or not. This initial step is based upon preliminary information provided by the applicant and includes staff identifying the conditions of approval that will be further defined in a CUA. The Applicant is currently proceeding through Step 1. If Council approves the requests for service, the Applicant will advance to Step 2.

Step 2: Connection and Use Agreements

Staff works with the Applicant to draft a CUA that includes the conditions of approval identified during Step 1 and other necessary contract terms. If approved by Council and the Applicant, the CUA will be executed and recorded against the property.

Step 3: Permits to Construct

Prior to construction of any infrastructure connecting to the Town's systems, all fees must be paid and permits for the construction of said infrastructure must be issued by the Town.

WATER SUPPLY

The Applicant's proposed private water system includes a looped system of mostly 8-inch distribution mains with two connections to the Town's system (on High School Road and South Park Loop Road) to supply domestic water (for home use, lawn, and landscape watering), and fire suppression water.

The requested connection would be served by the Town's water supply system Zone 3, which currently serves west and southwest Jackson, 3 Creek, and the Jackson Hole Classical Academy. Engineering analyses determined that this water supply zone requires additional supply. The Town is currently in the planning phase to construct a new water supply well and tank storage for this zone. Not all project locations have been finalized for these new infrastructure components. The

Applicant has expressed interest in working with the Town to provide space within its development or adjacent properties owned by the Applicant for new water infrastructure, including a possible well site. Should Council approve this request for water service, the Town and Applicant would continue to work together to coordinate necessary Town water system improvements in this zone benefiting the Town and Applicant, as well as other possible future development in this area contemplated by the ongoing Joint Town/County Neighborhood Planning Process.

As an alternative to connecting to the Town's water system, the Applicant's submittal also proposes constructing a small community water supply system to serve the subdivision, similar to those serving Melody Ranch and Rafter J.

SEWER COLLECTION AND TREATMENT

The Applicant's proposed private sewer collection system for the development is a gravity collection system of mostly 8-inch sewer mains that drain to a proposed private lift station located in the southwest corner of the property. Via the Applicant's private lift station, the sewage would be pumped to the Town's collection system near the intersection of Middle School and High School Roads. Sewage from the subdivision will be characteristic of residential sewage, as no commercial uses are proposed within the development.

As an alternative to connecting to the Town's sewer system, the Applicant's submittal also proposes constructing a small-scale wastewater treatment system that complies with Wyoming DEQ design and discharge requirements to serve the subdivision. If desired by the Applicant, this system could be designed to provide levels of treatment that meet or exceed the levels of treatment provided by the Town's treatment system.

Sewer Line Infrastructure (Collection) Upgrade Needs

The analyses performed for the 2020-21 Water and Sewer Capacity Study ("Capacity Study") includes this development in its buildout projections. The section of sewer that the development proposes connecting to runs along High School Road and is identified as potentially having capacity issues based on modeling and may require upgrades prior to any new development connecting to it. Further analysis, flow monitoring, and review is required to determine the actual impacts of this development on this section of line and possibly others.

Wastewater Treatment Plant Overall Capacity

The Town's Wastewater Treatment Plant ("Plant") currently has capacity to accept the additional sewage from this development as presented in JHHR's application. The addition of this development as a new contracted service area will not significantly reduce the amount of time remaining before treatment plant upgrades would be required.

Should Council approve this request for sewer service, the Town and Applicant would continue to evaluate and determine any necessary improvements to the Town's sewer and treatment systems benefiting the Town and Applicant, as well as other possible future development contemplated by the ongoing Joint Town/County Neighborhood Planning Process.

WATER & SEWER SYSTEM EXPANSION / OVERSIZING COSTS

When a development requires the Town to expand systems capacity / sizing (i.e., new water tanks, water pump stations, sewer lift stations, water lines, sewer pipelines, etc.), the cost of the expansion necessitated to serve the development is borne by the applicant. In some cases, installation of infrastructure improvements in excess of the subdivision design needs are required.

While this application and the recommendations in this staff report are specific to the proposed development, it is important to consider 1) the potential development allowed pursuant to current zoning, 2) that development contemplated by the Capacity Study and the Joint Town/County Neighborhood Planning Process, and 3) the proximity of this subdivision, and that future development, to Town and the potential for future annexation. Staff is considering the ability of the proposed infrastructure to serve as part of a regional system in order to optimize efficiencies and minimize redundant systems, e.g., lift stations, from being constructed. This has been discussed with the applicant and is acknowledged in their report.

2020-2021 WATER AND SEWER CAPACITY STUDY

The Town is working to finalize the 2020-21 Water and Sewer Capacity Study ("Capacity Study"). Staff anticipates report completion in May, and it will be presented at the June Town Council workshop. The recommendations in this staff report

take into consideration the findings of the Capacity Study regarding Town overall water and sewer capacity and necessary systems improvements.

STATE STATUTE

Control of the Town water and sewer utilities is at the discretion of the Jackson Town Council, on behalf of its users subject to the applicable Wyoming State Statutes. The 2021 Wyoming legislative session approved Senate File 157 prohibiting cities and towns from conditioning the connection of municipal sewer service as follows:

(a) Notwithstanding any provision of law to the contrary, no city or town shall condition the connection of a municipal sewer system to a property on the inclusion of any deed restriction for that property or any other property that requires the development or provision of affordable housing. Nothing herein shall contravene the discretion of cities and towns to deny connection to the municipal sewerage system.

(b) As used in this section, "affordable housing" means residential housing that is rented to or owned by a person who qualifies as a low income or moderate income household, however defined.

As proposed and discussed in this report, staff does not find this newly created statute applies to this application.

CONDITIONS OF APPROVAL

If these requests for service are approved by Council at this initial step, staff suggests the following conditions of approval:

GENERAL

1. Staff and the Applicant shall discuss the following provisions while drafting the CUAs:
 - a. Access easements
 - b. Future development potential and number of approved units/capacities.
 - c. Potential for current or future annexation.
 - d. Policy direction by Council pursuant to the Capacity Study
 - e. Community utility and street infrastructure standards
2. The approval is for 84 single family residential lots with primary structures and any accessory uses allowed by the development regulations for Teton County Suburban zoning.
3. Applicant shall continue to participate in good faith with the Joint Town/County Neighborhood Planning Process. The application shall not proceed to Step 2 until the Joint Town/County Neighborhood Planning Process is completed.
4. Road and utility corridors shall be platted as their own lot(s).
5. As development plans progress for adjacent properties, the Applicant must allow and incorporate reasonable connection opportunities for those properties.
6. Applicant shall address all standard conditions of approval for water connection and sewer service requests as part of Step 2. (See attached Standard Conditions of Approval.)

WATER SUPPLY

7. Applicant shall collaborate with the Town to determine what steps and improvements will need to be taken to connect the development to the Town's water system, including but not limited to providing land for wells and control / treatment buildings.
8. Applicant will be responsible for providing technical studies and evaluations of the impact on existing distribution and supply facilities. This information shall include, but not be limited to, existing population, water demands, and existing demands and capacities of facilities.
9. That no connection to the Town's water system shall be made until such time as additional supply and/or storage are established and actively serving Zone 3.

SEWER COLLECTION AND TREATMENT

10. Applicant shall collaborate with the Town to determine what steps will need to be taken to connect the development to the Town's sewer system.
11. Applicant will be responsible for providing technical studies and evaluations of the downstream impact on existing sewers, lift stations and treatment facilities. This information shall include, but not be limited to, existing population, waste loads, and existing flows and capacity of downstream facilities.
12. All sewer flows collected and pumped through the proposed lift station shall be metered.
13. Collection systems and lift stations shall be designed to provide connectivity to adjacent properties and reduce the need for additional pumping facilities. This includes, but is not limited to, conceptual design for extensions to adjacent properties as conceptualized by the Applicant, the neighborhood master plan, or other development applications.
14. Any lift station or pumping facilities proposed by the Applicant shall include, but not be limited to: additional capacity to accommodate additional development on adjacent properties as reasonably foreseeable; be constructed with emergency backup power and Town compatible SCADA systems, as either an above ground valve package kit or complete pump house with enclosed wet well, dry well; and emergency backup power facilities commensurate with the service requirements, regulations, and as required by the Town.

Alternatives (Optional).

The following alternatives may be considered for each requested item:

1. Approve the request(s) for service subject to conditions of approval.
2. Continue the request(s) for service until after completion of the Town's Capacity Study.
3. Continue the request(s) for service until completion of the Neighborhood Planning Process.
4. Continue the request(s) for service and direct staff to place this item on a future Town Council Agenda.
5. Deny the request(s) for service.
6. Other

Comprehensive Plan & Priority Alignment.

Staff has provided the following sections of the Comprehensive Plan for consideration along with this request.

Common Value #1 – Ecosystem Stewardship

- Principle 1.2- Preserve and enhance water and air quality
 - o Policy 1.2.c: Monitor and maintain water quality

Common Value #2: Growth Management

- Principle 3.1—Direct growth out of habitat, scenery, and open space.
 - o Policy 3.1.a: Ensure there is no net increase in development potential
 - o Policy 3.1.b: Direct development to suitable Complete Neighborhood subareas
- Principle 3.3—Manage growth predictably and locally.
 - o Policy 3.3.c: Develop neighborhood plans

Common Value #3: Quality of Life

- Principle 8.1— Maintain current, coordinated service delivery.
 - o Policy 8.1.b: Coordinate with independent service providers

Fiscal Impact.

CAPACITY FEES

Capacity fees are one-time fees charged at the time a new connection is made to the Town's systems. Capacity fees are not charged when a private system is connected, but rather when the individual properties within a development connect to that private system. Thus, the developer is not responsible to pay capacity fees, and the burden is placed on individual lot owners at time of their building permit issuance.

Capacity fees cover the costs for the construction and expansion of the Town system necessitated by the new development. The fee amounts are set forth in Title 13 of the Jackson Municipal Code. New capacity fees from the 2020–21 Rate Study were approved by Council in January and are effective July 1, 2021.

For the purpose of this staff report, fees have been estimated using a) the number of bedrooms submitted with this current application and b) (for water) assumptions for landscaped areas based on the submitted current application. The following estimates are just that, estimates; actual fees collected will vary based on the actual scale of development and the applicable fees at the time of development.

WATER: At July 1, 2021 rates, the estimated revenue from water capacity fees is \$250,000.

SEWER: At July 1, 2021 rates, the estimated revenue from sewer capacity fees is \$400,000.

USER RATES

Once an individual property is connected to the Town system(s), the property owner is charged a base rate and usage rate. These rates cover all costs to operate and maintain the system(s) and are charged monthly as a fixed fee (base rate) and based on the volumes of water consumed and/or wastewater discharged (usage rate). These are the charges customers see on their water and sewer bills.

Staff Impact.

Step 1: Staff time during Step 1 has been approximately 80 hours between Public Works, Planning, Legal and Administration staff.

Step 2: Drafting and Consideration of Connection and Use Agreements for Water and Sewer will each have the following impacts.

- Application Review: 15-24 hours for each Administration, Legal, and Public Works time, for a total of 45-72 hours.
- CUA Water Drafting: 80-120 Hours for each Administration, Legal, and Public Works, for a total of 240-360 hours.
- CUA Sewer Drafting: 40-80 Hours for each Administration, Legal, and Public Works, for a total of 120-240 hours.
- CUA Finalization and Staff Reports: 15-20 Hours for each Administration, Legal, and Public Works for a total of 45 to 60 hours.

Step 3: Connection Permits typically take 4-8 hours each for a total of 336-672 hours based upon 84 lots.

In addition, staff notes that when additional services are connected to the Town's systems, there is a cumulative impact to the Town's operation and maintenance personnel for water supply, treatment, and distribution and the wastewater collection and treatment systems.

Furthermore, staff notes that these requests for service outside the corporate limits of the Town are time intensive, including significant time to review, draft, execute and maintain.

Attachments

1. P21-020: JHHR's Miscellaneous Planning Application
2. P21-020: Application Revision 1 submittal with response to checklist
3. P21-020: Standard Conditions of Approval
4. Town Letter to Teton County, dated December 7, 2020

Suggested Motions. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

Item A – WATER SUPPLY

I move to 1) approve JHHR's request for water supply services subject to the conditions of approval set forth in this staff report and 2) direct staff to work with JHHR Holdings I to draft a Water Service Connection and Use Agreement and, upon approval of the Town Attorney and Town Engineer, bring the agreement back to Council for review.

Item B – SEWER COLLECTION AND TREATMENT

I move to 1) approve JHHR's request for sewer collection and treatment services subject to the conditions of approval set forth in this staff report and 2) direct staff to work with JHHR Holdings I to draft a Sewer Service Connection and Use Agreement and, upon approval of the Town Attorney and Town Engineer, bring the agreement back to Council for review.

Staff notes that suggested motions are provided in the affirmative, but that all options discussed in the Alternatives Section are available for Council consideration.



TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

TRANSMITTAL MEMO

Town of Jackson

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

Joint Town/County

- ☐ Parks and Recreation
- ☐ Pathways
- ☐ Housing Department

Teton County

- ☐ Planning Division

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

State of Wyoming

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

Federal Agencies

- ☐ Army Corp of Engineers

Utility Providers

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

Special Districts

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

Date: January 28, 2021	REQUESTS: The applicant is submitting a request for a Sewer Connect located at PIDN: 22-40-16-06-3-00-012 (LOT 6 SEC. 6, TWP. 40, RNG. 116) For questions, please call Brian Lenz 733-0440 x1410 or email to the address shown below. Thank you.
Item #: P21-020	
Planner: Tyler Valentine	
Phone: 733-0440 ext. 1305	
Email: tvalentine@jacksonwy.gov	
Owner: JHHR Holdings I, LLC 2505 Shootin Iron Ranch Road Jackson, WY 83001	
Applicant: Jorgensen Associates, Inc. – Reed Armijo PO Box 9550 Jackson, WY 83002	
Please respond by: February 18, 2021 (with Comments)	

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



JORGENSEN
It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com

January 22, 2021

Ms. Kelly Bowlin
Town of Jackson Building Department
PO Box 1687
150 E. Pearl Avenue
Jackson, Wyoming 83001

RE: JHHR Holdings I, LLC - Suburban Sketch Plan for Residential Housing, Miscellaneous Planning Permit Application

Dear Ms. Bowlin,

JHHR Holdings I, LLC (JHHR) has made a request to connect water and sanitary sewer utilities to the Town of Jackson system for a residential neighborhood being proposed on 26-acres in Teton County. Ms. Floren Poliseo, Town of Jackson Public Works Director responded with the enclosed e-mail directing JHHR to submit a permit application Town Planning. As such, enclosed you will find the materials necessary for a Miscellaneous Planning Permit Application. This miscellaneous application seeks to obtain approval to connect to the Town of Jackson's Water and Sewer Systems.

Included with this submittal you will find the following:

- Miscellaneous Planning Permit Application;
- Letter of Authorization;
- Quit Claim Deed;
- E-mail from Ms. Poliseo, Public Works Director;
- Copy of Previously Submitted Letter to Ms. Floren Poliseo, Director of Public Works for the Town of Jackson;
- Copy of Previously Submitted Engineer's Report and Infrastructure Development Narrative.

Please call me if you have any question, or if you require any additional information at this time.

Sincerely,

Reed Armijo, P.E.
JORGENSEN ASSOCIATES, INC.

cc: Ms. Floren Poliseo, Town of Jackson
Susan Johnson, SJ Planning Solutions
Sam Zuckerman, JHHR Holdings I



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____ Date & Time Received _____
Application #s _____

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

PROJECT.

Name/Description: JHHR I Suburban Sketch Plan for Residential Housing
Physical Address: Part of Lot 6 T40N, R116W, Revised Hereford Ranch Tract 1
Lot, Subdivision: _____ PIDN: 22-40-16-06-3-00-012

PROPERTY OWNER.

Name: JHHR Holdings I LLC Phone: _____
Mailing Address: 2505 Shootin Iron Road, Jackson, WY ZIP: 83001
E-mail: robert@jhherfordranch.com

APPLICANT/AGENT.

Name: Jorgensen Associates, Inc. c/o Reed Armijo Phone: (307) 733-5150
Mailing Address: PO Box 9550, Jackson, WY ZIP: 83002
E-mail: rarmijo@jorgensen.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ Applicant/Agent

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

Use Permit

_____ Basic Use
_____ Conditional Use
_____ Special Use

Relief from the LDRs

_____ Administrative Adjustment
_____ Variance
_____ Beneficial Use Determination
_____ Appeal of an Admin. Decision

Physical Development

_____ Sketch Plan
_____ Development Plan
_____ Design Review

Subdivision/Development Option

_____ Subdivision Plat
_____ Boundary Adjustment (replat)
_____ Boundary Adjustment (no plat)
_____ Development Option Plan

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous Request for connection to the
Town of Jackson Water and
☒ **Other:** Sewer Systems

_____ 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 #:	<u>PAP2020-0005</u>	Environmental Analysis #:	<u>N/A (MSC2020-0007)</u>
Original Permit #:	<u></u>	Date of Neighborhood Meeting:	<u>9/10/20</u>

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

Have you attached the following?

\$50/hr **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.

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.

Joseph R. Armijo
Signature of Property Owner or Authorized Applicant/Agent
Reed Armijo
Name Printed

1/22/2021
Date
Principal Engineer
Title

LETTER OF AUTHORIZATION

JHHR Holdings I LLC

2505 Shootin Iron Road, Jackson, WY

,"Owner" whose address is:

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

JHHR Holdings I LLC

, as the owner of property

more specifically legally described as: A Tract of land in G.L.O. Lot 6, NW1/4SW1/4, and in G.L.O.

Lot 5, SW1/4NW1/4, Section 6, Township 40 North, Range 116 West, 6th P.M., Teton County, Wyoming.

(If too lengthy, attach description)

HEREBY AUTHORIZES Jorgensen Associates, Inc.

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: owner

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

STATE OF Wyoming

COUNTY OF Teton

The foregoing instrument was acknowledged before me by Robert L. Gill this 15th day of January, 2021.

WITNESS my hand and official seal.

Amberley Goodchild Baker

(Notary Public)

My commission expires:

(Seal)



QUIT CLAIM DEED

Jackson Hole Hereford Ranch, LLC, a Wyoming limited liability company ("GRANTOR"), for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, QUIT CLAIMS AND CONVEYS, WITHOUT WARRANTY, to JHHR Holdings I LLC, a Wyoming limited liability company (the "GRANTEE"), whose address is 2505 Shootin' Iron Ranch Road, Jackson, WY 83001, the following described real estate, situate in the County of Teton, State of Wyoming ("Property"), hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference a part hereof.

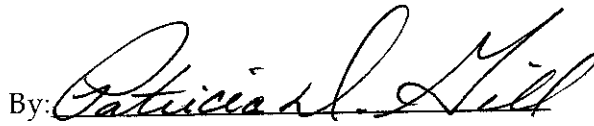
State Identification Number: 22-40-16-06-3-00-012
22-40-16-06-3-00-015

Including and together with all and singular the tenements, hereditaments, appurtenances, and improvements thereon or thereunto belonging, including oil, gas and mineral rights owned by Grantor, but subject to taxes, assessments, reservations, covenants, conditions, restrictions, encroachments, rights-of-way, and easements of sight or record.

WITNESS my hand this 23^d day of December, 2019.

Jackson Hole Hereford Ranch, LLC,
a Wyoming limited liability company

By: 
Robert L. Gill, Member

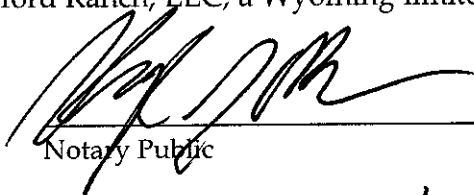
By: 
Patricia D. Gill, Member

GRANTOR: JACKSON HOLE HEREFORD RANCH LLC
GRANTEE: JHHR HOLDINGS I LLC
Doc 0983645 Filed At 15:37 ON 12/26/19
Sherry L. Daigle Teton County Clerk fees: 18.00
By Mary Smith Deputy

STATE OF WYOMING)
) ss
COUNTY OF TETON)

The foregoing instrument was acknowledged before me on this 23rd day of December, 2019, by Robert L. Gill and Patricia D. Gill, husband and wife, being all of the members of Jackson Hole Hereford Ranch, LLC, a Wyoming limited liability company.





Notary Public

My Commission Expires: 8/10/23

EXHIBIT A

Revised Hereford Ranch Tract 1

A Tract of land in G.L.O. Lot 6, (the NW $\frac{1}{4}$ SW $\frac{1}{4}$) and in G.L.O. Lot 5, (the SW $\frac{1}{4}$ NW $\frac{1}{4}$), of Section 6, Township 40 North, Range 116 West, 6th P.M., Teton County, Wyoming, said Tract of Land being more particularly described as follows:

All of said G.L.O. Lot 6, and that portion G.L.O. Lot 5 southerly of that boundary established by Boundary Line Agreement, described and recorded in Book 145P, 172-181 in the Office of the Teton County Clerk, excepting therefrom that 3.01-acre parcel of the land shown as Parcel "A" on that Map to accompany Lot Division Application for Robert Bruce Porter Trust recorded as Map T-313-A

Said Tract of Land contains 37 acres, more or less, together with and subject to any easements, rights-of-way, reservations or restrictions of sight and/or of record

As shown on the Map of Survey titled "Robert Bruce Porter Trust, Upper Ranch, Revised Tracts", to be filed concurrently with this description

Revised Hereford Ranch Tract 10

A Tract of land in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and in G.L.O. Lot 7, (the SW $\frac{1}{4}$ SW $\frac{1}{4}$), of Section 6, Township 40 North, Range 116 West, 6th P.M., Teton County, Wyoming, said Tract of Land being more particularly described as follows

All of G.L.O. Lot 7, (the SW $\frac{1}{4}$ SW $\frac{1}{4}$), and the westerly $\frac{1}{2}$ of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 6

Said G.L.O. Lot 7 being described and recorded as Hereford Ranch Tract 10 in Book 260 of Photos, page 1045-1059 and said SE $\frac{1}{4}$ SW $\frac{1}{4}$ described and recorded as Hereford Ranch Tract 9, in Book 260 of Photos, page 1060-1073

Said Revised Tract of Land contains 60 acres, more or less, together with and subject to any easements, rights-of-way, reservations or restrictions of sight and/or of record

As shown on the Map of Survey titled "Robert Bruce Porter Trust, Upper Ranch, Revised Tracts", to be filed concurrently with this description

From: [Floren Poliseo](#)
To: [Reed Armijo](#)
Cc: [Brian Lenz](#); [Susan Johnson](#); [Thomas Kirsten](#); [Larry Pardee](#); [Tyler Sinclair](#)
Subject: RE: High School Road Housing Water and Sewer Service
Date: Monday, November 30, 2020 10:35:34 PM
Importance: High

Dear Reed,

I apologize – I thought I had responded to your prior email. Thank you for the advance information related to the proposed development. I believe this should be a planning submittal (perhaps type miscellaneous) so it can be routed through proper reviews more formally. We are also happy to coordinate with the County as design advances, once consensus among elected officials is achieved and staff has direction on a preferred approach for this area.

Thank you,
Floren

Floren Poliseo, PE
[Public Works Director](#)
[Town of Jackson, WY](#)
450 Snow King Ave
PO Box 1687
Jackson, WY 83001
[\(direct\) 307-733-3932 / ext 1401](#)
[\(PW main\) 307-733-3079](#)
fpoliseo@jacksonwy.gov

From: Reed Armijo <rarmijo@jorgeng.com>
Sent: Wednesday, November 25, 2020 9:01 AM
To: Floren Poliseo <FPoliseo@jacksonwy.gov>
Cc: Brian Lenz <btlenz@jacksonwy.gov>; Susan Johnson <susan@sjplanningsolutions.com>; Thomas Kirsten <tkirsten@jorgeng.com>
Subject: RE: High School Road Housing Water and Sewer Service

Good Morning Floren –

Just checking to see if the Town has had the opportunity to review/consider this request. Perhaps it would be advantageous to reconvene the group we met with back in early July (you, Brian Lenz, Matt Bowers, Bob Norton, Thomas Kirsten, Susan Johnson, Sam Zuckerman, and myself) to discuss how this request relates to the draft water/sewer capacity and rate studies and next steps. Let me know if sometime next week would work for you and I would be happy to arrange.

Hope you and your family have a wonderful, safe, and healthy Thanksgiving.

Reed

Reed Armijo P.E.

Chief Executive Officer · Principal Engineer

PO Box 9550 · 1315 HWY 89 S., Suite 201

Jackson, WY 83002

TEL: (307) 733-5150 x314

CELL: 307.413.6501

rarmijo@jorgensenassociates.com



www.jorgeng.com

Jackson, WY · Pinedale, WY

From: Reed Armijo <rarmijo@jorgeng.com>

Sent: Thursday, October 29, 2020 10:12 AM

To: 'Floren Poliseo' <FPoliseo@jacksonwy.gov>

Cc: 'Brian Lenz' <btlenz@jacksonwy.gov>; 'Susan Johnson' <susan@sjplanningsolutions.com>;

Thomas Kirsten <tkirsten@jorgeng.com>

Subject: High School Road Housing Water and Sewer Service

Good Morning Floren –

Hope fall is treating you well. Enclosed please find a letter addressing water and sewer service for the proposed High School Road Housing Project. The project is currently under Sketch Plan level staff review with Teton County. We have included the Engineer's Report that accompanies the Sketch Plan application for your reference.

Please contact me with any comments or questions you may have. We are also available to meet to discuss further.

Thank you,

Reed

Reed Armijo P.E.

Senior Principal Engineer

PO Box 9550 · 1315 HWY 89 S., Suite 201

Jackson, WY 83002

TEL: (307) 733-5150 x314

CELL: 307.413.6501

rarmijo@jorgensenassociates.com



JORGENSEN

www.jorgeng.com

Jackson, WY · Pinedale, WY

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JORGENSEN

It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com

October 29, 2020

Ms. Floren Poliseso, P.E.
Town of Jackson Director of Public Works
450 West Snow King Avenue
Jackson, Wyoming 83001
Via E-mail: FPoliseo@jacksonwy.gov

Dear Ms. Poliseo,

Jorgensen Associates, Inc. (Jorgensen) is working with JHHR Holdings I, LLC to develop 84 single family residential lots (1 existing, 83 new) on 26 acres of land located south of High School Road and east of South Park Loop Road. The parcel is zoned Suburban, which allows for this density. We hereby request connection to the Town of Jackson's water and wastewater systems for this residential development.

A Sketch Plan application was submitted to Teton County on September 15, 2020. Included in that application was an Engineer's Report (attached) describing the infrastructure proposed for the development. Regarding water supply and wastewater conveyance and treatment, the application proposes connecting to the Town of Jackson's systems as the preferred alternative.

We are aware that the Town is in the process of developing capacity and rate studies for the water and sewer systems. We have been in conversations with Town Public Works staff and the consulting engineers regarding this study and understand a draft plan has been completed and is under review by the Town. We request a copy of the draft capacity study so that we can continue detailing our analysis in support of JHHR Holdings I, LLC's request for the water and sewer connection.

During our discussions with Town staff and their consultants in July they did not see evidence of particular technical or capacity hurdles for connection of this development to the Town's systems, and that any enhancements needed are achievable. Enhancements that would support connection of this development are already planned and programmed in to the Town CIP. We also learned that the Town may desire a site for an additional well for Zone 3 on the applicant's property, which we are willing to discuss in further detail.

Thank you for considering our request to connect to Town's water and sewer services and we look forward to working with you and your staff on this project.

Sincerely,

Reed Armijo, P.E.
JORGENSEN ASSOCIATES, INC.

cc: Brian Lenz, P.E.
Thomas Kirsten, P.E.
JHHR Holdings I, LLC

**SUBURBAN SKETCH PLAN FOR RESIDENTIAL DEVELOPMENT
ENGINEER'S REPORT AND INFRASTRUCTURE DEVELOPMENT NARRATIVE
SKETCH PLAN APPLICATION
JHHR HOLDINGS I LLC, SOUTH PARK SUBURBAN ZONED PARCEL**

Prepared by Jorgensen Associates, Inc.
Project No. 20030.10 10 September 2020

The following description is for general consideration of infrastructure serving proposed housing on 26 acres of land zoned Suburban under the ownership of JHHR Holdings I LLC. The project proposes to develop as many as 84 lots on the property.

ROADS AND PATHWAYS

Roads within the development will be 20 ft. wide asphalt throughout the subdivision. Roads will provide access to each lot of the development. Similar to Cottonwood Park, sidewalks are not planned but may be added in areas expected to have higher levels of pedestrian traffic or adjacent to roads expected to have higher levels of vehicle traffic. Internal pathways will be provided to allow for connectivity. Dead ends for pedestrian and bicycle traffic will be limited by providing connectivity at key points and short cuts to main traveled routes will be provided to encourage alternative modes of transportation.

Multiple entries in to and out of the site will be provided for circulation and allow for redundancy. Connections to future development and overall Northern South Park circulation will be considered as details for those plans are developed. The subdivision connection to the north will be onto High School Road and aligned with Rangeview Drive to create a four-way intersection and will be Stop sign controlled from the subdivision. The west side of the subdivision will be connected to South Park Loop Road approximately 1000 feet south of the High School Road intersection and 1800 feet north of Red House Road. No driveways or roads currently exist between High School Road and Red House Road. These separations provide for adequate separation on this section of South Park Loop Road with a speed limit of 35 mph.

No individual lots will access High School Road or South Park Loop Road. The Homestead Lot that currently has access along South Park Loop Road will be redesigned to access the internal subdivision roads. A Traffic Statement is included as part of this application that further discusses traffic and transportation consideration for this project.

WATER

Water Supply

Two options are available for the supply of potable water to the subdivision. One option is to connect to the Town of Jackson water supply system, the other is to construct a small community water system that



serves the subdivision. The Town connection option is the preferred option and emphasized in this report and shown on the accompanying drawings.

Town Supply

The Town of Jackson operates a water supply system with water supply wells, storage tanks, and distribution piping throughout Town. This system has 12" water mains on two sides of the property. The location of the development is adjacent to Zone 3 of the Town water system. Water supply for Zone 3 comes from direct pumping in to the system from three wells located on Ely Springs Road, each capable of 1200 gpm. Water to the development area will be delivered via 12" watermains in South Park Loop Road and High School Road. Two connections will be made to the subdivision, one from each of these 12" mains allowing for looping of the internal system. Mains may be sized to accommodate future development of adjacent lands, the size of which will be determined as the development of this area becomes clearer.

The Town is currently preparing a water system capacity study. The recently released executive summary indicates the need for storage and additional supply for Zone 3. In a meeting with the Town it was also indicated required fire flows are currently not satisfied for this zone without upgrades to the system. The Town's Capital Improvements Program has a new well and new storage tank and construction of both are expected regardless of the development associated with this project. The applicant continues to work with the Town on providing information for and possible solutions to the supply and storage challenges in Zone 3. A location on the applicant's property for the Town's proposed Well #9 has been discussed. One additional high capacity well along with storage on a nearby hillside may be enough to eliminate these deficiencies of Zone 3. The Town is reviewing the capacity study and the data contained in that study will provide further information for this project to determine what steps will need to be taken to connect this development to the Town water system. We continue to coordinate with the Town on obtaining this data and information, including water demands expected from this development.

Small Community Water Supply System

If the Town system were not capable of providing or the Town is unwilling to provide water to the development, a small community water system will be constructed to service the subdivision. A series of wells supplying the lots of this subdivision through direct pumping would be constructed to supply potable water and fire protection water to the development. There are examples of this type of system in the County and they have good track records for water quality and reliability. The system would be designed to meet Wyoming DEQ standards and supply fire suppression water as required by the Teton County Fire Resolution. The availability of a large quantity of good quality water at this location is well documented. Successful wells have been developed for single family residences in the nearby Dairy Subdivision, large capacity wells were developed for the 3 Creek pond supply and irrigation systems, and a successful 600 gpm irrigation well was drilled 300 feet south of this property in 2014.

Water Distribution

A network of mostly 8" pipe will be used within the development to supply domestic water for home use, lawn and landscape watering, and to supply fire suppression water to the development. The network will limit deadend lines and provide services to each lot with isolation valves and fire hydrants installed at appropriate intervals throughout the development.



The Town is currently reviewing their water rates, and specifically rates to properties outside of the Town limits, also known as satellite systems. The distribution system will be permitted through the Wyoming DEQ and meet DEQ and Town of Jackson standards.

WASTEWATER

Wastewater Collection

Wastewater collection internal to the development is planned as a gravity collection system. Each lot will have a connection point to a gravity collection main with manholes spaced appropriately for the development. The wastewater collection system will be designed and permitted through the Wyoming DEQ and the Town of Jackson. The initial plan is to collect wastewater at a central location in the southwest corner of the property. From this collection point options are available for the treatment of the wastewater. The first and best option is to pump the wastewater to the Town of Jackson Wastewater Collection System for transmission to the Town's treatment plant through the Town's transmission main to the treatment plant in southern South Park. This option is the preferred option and is depicted in the drawings included as part of this application.

Wastewater Treatment

Several options for domestic wastewater treatment exist. Connection to the Town's wastewater treatment plant is the best option for this development because of the proximity to the Town's system and the level of treatment the Town provides. The Teton County Land Development Regulations require connection to a community sanitary sewer system if one is within 500 feet of the development and access is obtainable. Connection to the Town system is discussed here and depicted on the accompanying drawing package. Other methods are briefly described as alternatives if the Town is unable or unwilling to accept wastewater from this development.

Town Connection

The LDRs require connection to a public sanitary sewer system if it is within 500 feet and if legal access can be obtained. In a previous study from 2016 the treatment plant had an estimated 1.4 MGD excess capacity. The Town is currently reviewing the fees and capacities for their wastewater system. The current capacity study being undertaken by the Town indicates the Town's wastewater treatment plant has capacity for the full buildout of the Town and all connected satellite systems including 570 additional units reserved for a future satellite system, Northern South Park being specifically named as contributing to the 570 units and expansion of the treatment plant is not expected for about 30 years. Information from the current study, once available, will help the applicant and the Town understand the opportunities and challenges for connection of this development to the Town Wastewater System. At that time wastewater generation rates can be determined and impacts to the Town system defined. The applicant continues to work with the Town of Jackson on options for wastewater treatment for this development.

This property has a 6" sewer force main on the west and north, and an 8" gravity sewer main on the north. The nearest connection points are the pressure line in South Park Loop Road, the pressure main in High School Road, or the manhole in High School Road across from Rangeview Drive. Connecting to one of the



pressure mains or the manhole at Rangeview will require the wastewater from this development to route through the Cottonwood Park Lift Station. This should be avoided to limit the impact to the Cottonwood Lift Station. Upgrades to this lift station have been done recently though flow and overall pumping capacity will not accommodate this development.

To bypass the Cottonwood Lift Station wastewater from this development will be pumped up to the Town's gravity collection main in High School Road across from Middle School Road. Easements through High School Road will be needed to use this corridor. From this manhole it is a short distance to the Town transmission main that runs from High School Road along Flat Creek to the treatment plant. Pumping infrastructure will be located on an easement on adjacent lands under the same land ownership.

Small Scale Wastewater Treatment and Disposal

If access to the Town's system is not obtainable several other decentralized wastewater system options exist. They all include treatment of the wastewater prior to disposal. Several vendors offer package treatment units that can be configured to comply with Wyoming DEQ discharge requirements. Treatment options include Membrane Bioreactor Package Plants and Fixed Media effluent filters. There are many MBR and packed bed media filter manufacturers and if the Town is unable or unwilling to accept the wastewater from this development, design of an appropriate system satisfying the Wyoming DEQ regulations will be proposed. Disposal of treated wastewater from these alternative treatment methods can also be accomplished in several different ways. Some options include treatment wetlands, drying beds, and land application on adjacent agricultural lands owned by the applicant. Other methods exist and will be investigated should connection to the Town not occur. The climate of the area will likely play a role in determining the disposal method or combination of methods developed for this project. Treatment infrastructure will be located in an appropriately sized easement on adjacent lands owned by the same landowner.

CABLE UTILITIES AND NATURAL GAS

Cable utilities and natural gas service will be provided to each lot of the development. Lower Valley Energy will provide electric power and natural gas service. Initial indications from LVE is to bring electrical power from a connection point just south of the property on South Park Loop Road and gas from a connection point in High School Road. At least one, if not all, of the three communications companies, Century Link, Spectrum, and Silver Star, will provide communication services to the development. Connection points for these cable utilities have not yet been determined. All cable utilities and gas infrastructure will be buried except the required surface equipment.

STORMWATER

Roadside ditches, swales, and small infiltration areas will be used to limit the length of stormwater routing which helps to limit the concentration of stormwater. Drainage design will follow natural drainage patterns and meet Town of Jackson and Teton County stormwater regulations. Snow storage will be considered in the layout of roads, paths, utilities, and any community landscaping. Initially, a snow storage, stormwater, and utility easement is proposed along the 40 ft. Right Of Ways. Where concentrated



flows exist, inlets and collection piping will be used to direct stormwater and spring melt water to a central detention basin, or basins, as determined by stormwater calculations and as required in the Teton County LDRs.

SOILS

Excavation and drilling in this area have historically shown the underlying soils to be alluvial cobbles and gravels in a sandy matrix. Sand lenses and pockets of other material have been encountered and these soils should be removed if encountered in areas where foundations or structures will bear on them.

NATURAL HAZARDS

There are no known steep slopes ($\geq 35\%$), unstable soils, fault areas, floodplains, or wildland urban interface conditions affecting this site.



JORGENSEN
It's About People, Trust and Know How

PO Box 9550
1315 South Hwy 89, Suite 203
Jackson, Wyoming 83002
PH: (307) 733-5150
www.jorgeng.com

2 April 2021

Mr. Tyler Valentine, Town of Jackson Planning Coordinator
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
via email: tvalentine@jacksonwy.gov
phone: (307) 733-0440 x1305

RE: Supplemental Information to the Application to Connect to Town Water and Sewer Services
Jackson Hole Hereford Ranch, 26 Acre Suburban Zoned Parcel
TOJ Planning Number P21-020
JA Project No.20030

Dear Mr. Valentine,

The following materials are attached to supplement JHHR Holdings I application to connect to Town water and sewer systems. This information is provided based upon our meeting with Town of Jackson staff on March 23, 2021 and the Application for a Connection and Use Agreement for Water and Sewer Services checklist (effective date 03/17/2021) and provided March 24, 2021.

- Engineer's Report
- Water Demand Calculations for the proposed development
- Wastewater Generation Projections for the proposed development
- Water Demand Calculations for development on adjacent properties
- Wastewater Generation Projections for development on adjacent properties
- Drawing set showing proposed water and sewer layout

Please contact me with any questions or if you require additional information concerning the application.

Regards,
JORGENSEN ASSOCIATES, Inc.

Thomas Kirsten

cc: Floren Poliseo
Amberly Baker
Reed Armijo

Jackson, WY · Pinedale, WY

**ENGINEER'S REPORT
AND INFRASTRUCTURE DEVELOPMENT NARRATIVE
SUPPLEMENTAL INFORMATION TO
THE APPLICATION FOR CONNECTION TO TOWN OF JACKSON
WATER AND SEWER SERVICES
SUBURBAN ZONE FOR RESIDENTIAL DEVELOPMENT
JHHR HOLDINGS I LLC**



Prepared by Jorgensen Associates, Inc.
Project No. 20030.10 2 April 2021

The following description is for consideration of the infrastructure connection application to the Town of Jackson water and wastewater systems. The infrastructure is serving proposed housing on 26 acres of land zoned Suburban in Teton County under the ownership of JHHR Holdings I LLC. This information is provided as supplemental information to the Town Miscellaneous Planning application to connect to Town water and wastewater facilities dated 22 January 2021 and submitted to the Town on 28 January 2021 and discussed in meetings on 2 July 2020, 3 August 2020, and in email exchanges starting in June 2020 through January 2021. The Town provided a checklist for the application for connection for water and sewer services on 24 March 2021. The checklist identifies information to assist applicants wishing to connect to Town water and sewer in providing applicable information for the Town to review the connection application. This project proposes to develop as many as 84 lots on the property and received Sketch Plan approval from the Teton County Board of County Commissioners on 2 March 2021. The final number of lots has not been set and will not be set until early in 2022 when the owners intend to submit a Development Plan to Teton County for approval. The number of lots will not be more than 84 and as such the 84 lots represents the greatest amount of development expected on the property and is used here to represent the most conservative estimate of the impacts to the Town's water and wastewater systems. The development is residential only.

Construction is intended to commence in 2022, pending development approvals. The project is a private development and will be constructed, owned, and operated independently by JHHR Holdings I, a subsidiary, or another entity as determined once approvals are underway. Once the system is in place an operator or operators will be identified for the system. Several reliable operators are available in the area. The system, if not included in the Town, will be operated by a Homeowners Association and maybe in the future, by a special district. The HOA or district will be responsible for billing and have the authority to stop service for non-payment.

UTILITY CORRIDORS

Rights of Way within the development will be 60 ft. in width. These ROWs will be the main corridors carrying the water and sewer infrastructure. Town of Jackson will be granted access during construction for inspections and will be alerted to any testing. Currently a lift station is planned near the southwest corner of the project located on an adjacent parcel of land. An area 50 ft. by 50 ft. is currently shown for location of the wastewater lift station and associated infrastructure. A minimum 30 ft. wide easement will be created to route wastewater piping into and out of the lift station easement area. This easement will also provide access to the site.



As the future of adjacent lands is determined, easements for connecting water, sewer, cable, and gas utilities will be created where applicable. These easements will be a minimum of 30 ft. wide. The easement sizes described here are preliminary and as specific infrastructure is sited in these easements will be sized to functionally operate and maintain the facilities.

WATER

The Town of Jackson operates a water supply system with water supply wells, storage tanks, and distribution piping throughout Town with some branches of the system in the County. The water system adjacent to this property has 12" water mains on two sides of the property. The location of the development is adjacent to Zone 3b of the Town water system. Water supply for Zone 3b comes from direct pumping in to the system from three wells located on Ely Springs Road, each capable of 1200 gpm. No water storage tank is directly serving Zone 3b. Water to the proposed development area will be delivered through the existing 12" watermains in South Park Loop Road and High School Road. Two connections will be made to the subdivision, one from each of these 12" mains, allowing for looping of the internal system.

A network of mostly 8" pipe will be used within the development to supply domestic water for home use, lawn and landscape watering, and to supply fire suppression water to the development in accordance with the Teton County Fire Resolution. Ductile Iron Pipe has been the Town standard for watermains and will be used unless that standard is altered. The network will limit dead end lines and provide services to each lot with isolation valves and fire hydrants installed at appropriate intervals throughout the development. Mains within the development may be sized to accommodate future development of adjacent lands, the size of which will be determined as the development of adjacent areas becomes more defined.

1" water services will be constructed to each lot. Curb stops will be located at the property line for access by the operating entity. The Town has recently gone away from using exclusively copper service lines and is now allowing polyethylene (PE) service piping. PE will be used for services in this development unless otherwise noted. Each residence of the subdivision will be metered per the most recent Town standard. Any specific irrigation connections for parks or green spaces will be metered.

The Town is currently preparing a water system capacity study. The draft executive summary released 15 June 2020 indicates the need for storage and additional supply for Zone 3. In a meeting with the Town and their consultants on the study (2 July 2020) it was also indicated required fire flows are currently not satisfied for this zone without upgrades to the system. The Town's Capital Improvements Program includes a new well and new storage tank, and construction of both are expected regardless of the development associated with this project. The applicant continues to work with the Town on providing information for, and possible solutions to, the supply and storage challenges in Zone 3. A location on the



applicant's property for the Town's proposed Well #9 has been discussed (or Well #10; a successful 600 gpm irrigation well was drilled to 300 feet south of this property in 2014). One additional high capacity well along with storage on a nearby hillside may be enough to eliminate the deficiencies of Zone 3. The Town is reviewing the capacity study and the data contained in that study will provide further information for this project to determine what steps will need to be taken to connect this development to the Town water system. We continue to coordinate with the Town on obtaining this data and information. Water demand for the development is detailed in the attached exhibit and summarized below. In addition to the projections for this development, projections for properties adjacent to this development were made and are included in the attachments.

84 Units	Average Day	32,750 gpd	Maximum Day	89,080 gpd	Peak Hour	217 gpm
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The Town is currently reviewing their water rates, and specifically rates to properties outside of the Town limits, also known as satellite systems. The distribution system for this development will be permitted through the Wyoming DEQ and meet DEQ and Town of Jackson standards.

WASTEWATER

Connection to the Town's wastewater treatment plant is the best option for this development because of the proximity to the Town's system and the level of treatment the Town provides. The Teton County Land Development Regulations require connection to a community sanitary sewer system if one is within 500 feet of the development and access is obtainable. Connection to the Town system is discussed here and depicted in the accompanying drawing package. The applicant believes a connection to the Town wastewater system is in the best interest of the community and water quality in the area.

In a previous study from 2016 the treatment plant had an estimated 1.4 MGD excess capacity. The Town is currently reviewing the fees and capacities for their wastewater system. The current capacity study being undertaken by the Town indicates the Town's wastewater treatment plant has capacity for the full buildout of the Town and all connected satellite systems including 570 additional units reserved for a future satellite system - Northern South Park, where the JHHR development is proposed, is specifically named as contributing to the 570 units. According to the draft executive summary, consideration for expansion of the treatment plant, with the projected buildout of connected developments is not expected for about 30 years. Information from the current study, once available, will help the applicant and the Town understand the opportunities and challenges for connection of this development to the Town Wastewater System. Wastewater generation rates for wastewater from this development were developed using 2018 Wyoming DEQ values. Those are detailed in the attached exhibit and summarized below. In addition to the projections for this development, projections for properties adjacent to this development were made and are included in the attachments.

84 Units	Average Day	19,860 gpd	Maximum Day	33,080 gpd
----------	-------------	------------	-------------	------------



Wastewater collection internal to the development is planned as a gravity collection system. Each lot will have a connection point to a gravity collection main with manholes spaced appropriately for the development. The wastewater collection system will be designed and permitted through the Wyoming DEQ and the Town of Jackson. The initial plan is to collect wastewater at a central location in the southwest corner of the property. From there the wastewater will be pumped to the Town of Jackson Wastewater Collection System for transmission to the Town's treatment plant in southern South Park. This is depicted in the drawings included as part of this supplemental information.

The property has an existing 6" sewer force main near the west and north sides of the property, and an 8" gravity sewer main on the north at Rangeview Drive. This development is not proposing to connect to the pressure mains or the manhole at Rangeview. Connection to either of these facilities will require the wastewater from this development to route through the Cottonwood Park Lift Station. This is being avoided to eliminate the impact to the Cottonwood Lift Station. Upgrades to the Cottonwood Lift Station have occurred recently anticipating growth of the connected systems, additional upgrades would need to be made to accommodate this development and space is limited at this location.

To bypass the Cottonwood Lift Station wastewater from this development will be pumped up to the Town's gravity collection main in High School Road across from Middle School Road. Approvals for installation of a sewer force main through High School Road will be needed to use this corridor. From this manhole it is a short distance by gravity through 15" (1.6 MGD capacity at min. slope) and 18" (2.5 Mgd at min. slope) gravity sewer piping to the Town's 30" DIP transmission main that runs from High School Road along Flat Creek to the treatment plant.

OTHER CONNECTION CONSIDERATIONS

Metering

The lift station will be metered with a flow meter in addition to hour meters and cycle counters. Meter readings will be made available to the Town.

Water meters meeting Town standards will be required on all residences. The Town typically requires meters to be purchased from the Town. The HOA or district will follow the requirements laid out in the connection agreement negotiated with the Town.

Wastewater Strength

Wastewater from this development is expected to be typical residential strength. No commercial operations are planned for this development that would produce wastewater other than typical residential wastewater.



Additional Connections

At this time no additional connections are planned from adjacent properties. The Legacy Lot in the northwest corner of the property is anticipated to tie in to the community system. As development plans progress for adjacent properties the applicant will work to incorporate reasonable connection opportunities for those properties. The lift station sizing may incorporate additional capacity to accommodate additional development on adjacent properties.

Permit Requirements

Permitting currently Identified for the design and construction of the water and sewer infrastructure for this development include the following permits in addition to TOJ Permitting.

- County Development Permit
- County Grading and Erosion Control Permit
- County Access Permit
- County Right Of Way Permit
- WyoDEQ Permit To Construct
- WyoDEQ SWPPP Large Construction Permit

Soils

Excavation and drilling in this area have historically shown the underlying soils to be alluvial cobbles and gravels in a sandy matrix. Sand lenses and pockets of other material have been encountered.

Cable and Natural Gas Utilities

Cable utilities and natural gas service will be provided to each lot of the development. Lower Valley Energy will provide electric power and natural gas service. The initial indication from LVE is to bring electrical power from a connection point just south of the property on South Park Loop Road and gas from a connection point in High School Road. At least one, if not all, of the three communications companies, Century Link, Spectrum, and Silver Star, will provide communication services to the development. Connection points for these cable utilities have not yet been determined. All cable utilities and gas infrastructure will be buried except the required surface equipment.

Natural Hazards

There are no known steep slopes (+35%), unstable soils, fault areas, floodplains, or wildland urban interface conditions affecting this site.



Water System Demands

Jackson Hole Hereford Ranch, 26 Acre Suburban Zoned Property

Supplemental Information for TOJ Connection

BY: TK

Date: 30 March 2021

Average Day Demand Factor ¹	125	gpcd
Maximum Day Demand ¹	340	gpcd
Peak Hour Factor ²	3.5	PHF

PROJECTED WATER DEMAND					
Single Family Residential Units					
Use Type	Occupancy	Number of Units	Average Day, gpd	Maximum Day, gpd	Peak Hour, gpm
4 Bedroom Units	4.0	26	13,000	35,360	85.9
3 Bedroom Units	3.0	42	15,750	42,840	104.1
2 Bedroom Units	2.0	16	4,000	10,880	26.4
Totals		84			
TOTAL WATER DEMAND					
			32,750	89,080	217

Notes:

¹ Based on DEQ Chapter 12; 125 gpcd Ave. Day and 340 gpcd Max. Day; includes lawn and landscape watering

² Peak Hour Factor is typical for this type of development



Wastewater Generation Projections Jackson Hole Hereford Ranch 26 Acre Suburban Zone - TOJ Connection Supplemental Information

BY: TK

Date: 24 March 2021

Average Daily Flow ¹ 60%
Peak Hour Factor ² 3.5

SANITARY SEWER PROJECTED FLOWS				
Single Family Residential				
Unit Type	No. of Units	Max Flow per Unit, gpd ³	Average gpd	Maximum gpd
4 bedroom Units	26	470	7,340	12,220
3 Bedroom Units	42	390	9,830	16,380
2 Bedroom Units	16	280	2,690	4,480
Total Units	84			
TOTAL WASTEWATER PROJECTED FLOW, GPD			19,860	33,080
TOTAL WASTEWATR PROJECTED FLOW, PEAK HOUR, GPM				80

Notes:

¹ Typical average day factor

² Typical Wastewater Peak Hour Factor for Small Suburban Residential

³ Based on daily flow rates from the WYDEQ CH 25, Table 1, Rev. 06/29/2018



Water System Demands

Jackson Hole Hereford Ranch, 26 Acre Suburban Zoned Property Supplemental Information, Adjacent Properties within 500 feet

BY: TK

Date: 30 March 2021

Average Day Demand Factor¹

125 gpcd

Maximum Day Demand¹

340 gpcd

Peak Hour Factor²

3.5 PHF

PROJECTED WATER DEMAND					
Single Family Residential Units					
Use Type	Occupancy	Number of Units	Average Day, gpd	Maximum Day, gpd	Peak Hour, gpm
Properties North ³	0.0	0	0	0	0.0
Properties South ⁴	4.0	2	1,000	2,720	6.6
Properties East ⁵	3.0	26	9,750	26,520	64.5
Properties West ⁶	4.0	3	1,500	4,080	9.9
Totals		31			
TOTAL WATER DEMAND			12,250	33,320	81

Notes:

¹ Based on DEQ Chapter 12; 125 gpcd Ave. Day and 340 gpcd Max. Day; includes lawn and landscape watering

² Peak Hour Factor is typical for this type of development

³ Cottonwood Park; Already served by TOJ

⁴ 60 Ac parcel; 2 development units

⁵ 8 Ac Suburban (25 Units) and rural zoning (1 unit); Include all 8 Ac not just within 500 ft.

⁶ 3 platted lots; some may already be served by TOJ



Wastewater Generation Projections Jackson Hole Hereford Ranch Adjacent Properties within 500 feet

BY: TK

Date: 30 March 2021

Average Daily Flow ¹	60%
Peak Hour Factor ²	3.5

SANITARY SEWER PROJECTED FLOWS				
Single Family Residential				
Unit Type	No. of Units	Max Flow per Unit, gpd ³	Average gpd	Maximum gpd
Properties North ⁴	0	0	0	0
Properties South ⁵	2	470	570	940
Properties East ⁶	26	390	6,090	10,140
Properties West ⁷	3	470	850	1,410
Total Units	31			
TOTAL WASTEWATER PROJECTED FLOW, GPD			7,510	12,490
TOTAL WASTEWATR PROJECTED FLOW, PEAK HOUR, GPM				30

Notes:

¹ Typical average day factor

² Typical Wastewater Peak Hour Factor for Small Suburban Residential

³ Based on daily flow rates from the WYDEQ CH 25, Table 1, Rev. 06/29/2018

⁴ Cottonwood Park; Already served by TOJ

⁵ 60 Ac parcel; 2 development units

⁶ 8 Ac Suburban (25 Units) and rural zoning (1 unit); Include all 8 Ac not just within 500 ft.

⁷ 3 platted lots; some may already be served by TOJ

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Ver. 0.0
Drawn by: JHHR on Mar 20, 2021 - 1:23pm

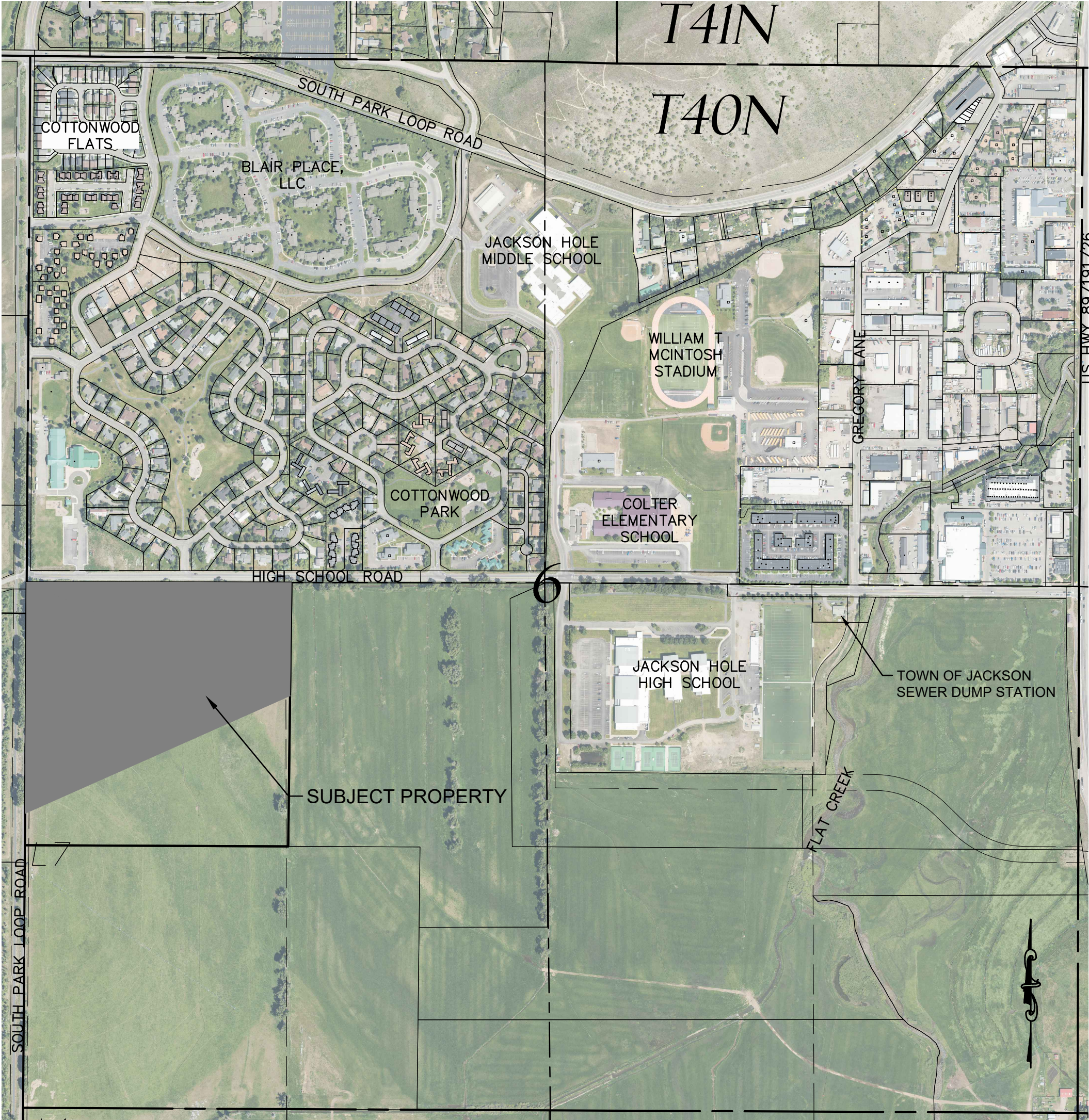
JHHR HOLDINGS I LLC

26 ACRE SUBURBAN ZONED PARCEL
RESIDENTIAL DEVELOPMENT

SUPPLEMENTAL INFORMATION
TO THE APPLICATION FOR CONNECTION
TO TOWN OF JACKSON
WATER AND SEWER SERVICES

PIND: 22-40-16-06-3-00-012
22-40-16-06-3-00-005

LOCATED WITHIN
NORTH PARCEL
NW1/4 NW1/4, SECTION 6
T40N, R116W, 6TH P.M.
TETON COUNTY, WYOMING



VICINITY MAP

SECTION 6
T.40N., R.116W., 6TH P.M.
TETON COUNTY, WYOMING

SCALE
1" = 500 FT FOR 22X34 PRINTS
1" = 1000 FT FOR 11X17 PRINTS

INDEX OF SHEETS

Sheet Number	Sheet Title
C1.0	TITLE, VICINITY MAP, & INDEX OF SHEETS
C1.1	PROJECT NOTES AND LEGEND
C1.2	SUBJECT AND SURROUDNING PROPERTIES
C2.0	PROPOSED ROAD AND SITE PLAN
C2.1	PROPOSED SANITARY SEWER
C2.2	PROPOSED WATER LINES
C2.3	PROPOSED UTILITY PLAN



PROJECT TITLE:
TOJ CONNECTION APP. SUPPL. INFO.
26 ACRE SUBURBAN ZONED PARCEL
JHHR HOLDINGS I LLC
PT. NW1/4NW1/4, SEC. 6, TWP. 40, RNG. 116
TETON COUNTY, WYOMING

SHEET TITLE:
TITLE, VICINITY MAP, & INDEX OF SHEETS

DRAFTED BY:	JK
REVIEWED BY:	TK
PLAN VERSION	DATE
SKETCH PLAN	09.14.2020
TOJ CONNECTION	03.30.2020

PROJECT NUMBER	20030
SHEET	C1.0

EXISTING		PROPOSED
	SUBJECT PROPERTY BOUNDARY	
	AJOINING PROPERTY BOUNDARY	
	TREE LINE	
	MAJOR CONTOUR	
	MINOR CONTOUR	
	EASEMENT	
	FENCE	
	IRRIGATION DITCH	
	CONIFER TREE	
	COTTONWOOD	
	GRAVEL DRIVEWAY	
	EDGE OF PAVEMENT	
	BUILDING	
	BUILDING DECK	
	SEWER LINE	
	SEWER MANHOLE	
	WATER LINE	
	FIRE HYDRANT	
	GATE VALVE	
	POWER LINE	
	GAS LINE	
	COMMUNICATIONS LINE	
	UTILITY LINE	
	STORM INLET	

LEGEND

WATER AND SEWER UTILITY NOTES

- ALL WATER AND SEWER FACILITIES SHALL BE INSTALLED IN ACCORDANCE WITH TOWN OF JACKSON (TOJ) RULES AND REGULATIONS. CONTRACTOR SHALL NOTIFY THE TOJ, PRIOR TO THE START OF CONSTRUCTION AND PRIOR TO EACH WATER AND SEWER TEST.
 - WATER AND SEWER INSTALLATIONS SHALL BE IN ACCORDANCE WITH CURRENT WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY, WATER QUALITY DIVISION RULES AND REGULATIONS.
 - CONTRACTOR SHALL MAINTAIN WATER, SEWER, AND FORCE MAIN SLOPES CONSISTENT WITH THE PROFILES. ABRUPT ELEVATION CHANGES ARE NOT PERMITTED AND MAY REQUIRE ADDITIONAL AIR RELEASE VALVES OR BLOW-OFFS AT THE CONTRACTORS EXPENSE.
 - TYPE A TRENCH BACKFILL SHALL APPLY TO ALL PAVED SURFACES AND AROUND ALL APPURTENANCES INCLUDING VALVES, FIRE HYDRANTS AND MANHOLES. TYPE B TRENCH BACKFILL SHALL APPLY ONLY TO NON-TRAVELED AREAS. SEE SPECIFICATIONS.
 - ALL WATER MAINS AND FORCE MAINS SHALL BE INSTALLED WITH WARNING TAPE. TAPE SHALL BE BLUE WITH "CAUTION BURIED WATER MAIN" AND GREEN WITH "CAUTION BURIED FORCE MAIN" PRINTED CLEARLY AND PERMANENTLY ON THE TAPE AND SHALL BE INSTALLED 24-36 INCHES ABOVE THE PIPE. ADDITIONALLY, ALL WATER MAINS, FORCE MAINS AND SERVICES SHALL BE INSTALLED WITH TRACER WIRED FIXED TO THE MAIN.
 - CONTINUOUS RIGID TYPE A PIPELINE INSULATION SHALL BE PROVIDED AS SHOWN ON THE TYPICAL TRENCH DETAIL, AT ALL LOCATIONS WHERE DEPTH OF COVER IS LESS THAN 5 FEET FOR SEWER MAINS AND SERVICES; LESS THAN 7 FEET FOR SEWER FORCE MAINS, WATER MAINS OR AS SHOWN ON THE PLANS. INSULATE ALL WATER SERVICES FROM MAIN TO CURB STOP.
 - MAINTAIN A MINIMUM OF 10 FEET HORIZONTAL SEPARATION BETWEEN WATER PIPES AND SEWER PIPES/MANHOLES, MEASURED EDGE TO EDGE. MAINTAIN A MINIMUM OF 18 INCHES VERTICAL SEPARATION AT WATER-SEWER PIPE CROSSINGS. WHERE SEWER PIPE CROSSES ABOVE WATER PIPE, SPECIAL CONSTRUCTION IS REQUIRED. SEE TYPICAL DETAILS.
 - DEFLECT WATER PIPE AS NECESSARY TO MAINTAIN 10' SEPARATION BETWEEN WATER LINES AND SEWER LINES. MAXIMUM DEFLECTION 3" OR 11 INCHES FOR EACH JOINT FOR ALL PIPE SIZES. DEFLECTION MAY ONLY BE MADE AFTER JOINING.
 - WATER MAINS SHALL BE PRESSURE CLASS 350 DUCTILE IRON PIPE CONFORMING TO AWWA C104, C111, C150, C151. FITTINGS FOR WATER MAINS SHALL BE DUCTILE IRON, CONFORMING TO AWWA C110 OR C153. MINIMUM DEPTH OF BURY ON ALL WATER MAINS SHALL BE SEVEN FEET OR AS SHOWN ON THE PLANS.
 - WATER SERVICE LINE SHALL BE POLYETHYLENE (PE) CONFORMING TO THE REQUIREMENTS OF AWWA C 901. PE PIPE SHALL BE PRESSURE TUBING CONFORMING TO TABLE 7 OF SAID SPECIFICATION. TUBING SHALL BE CLASS 200 WITH A DR OF 9.
 - SANITARY SEWER LINES AND FITTINGS SHALL BE SDR 35 PVC AND CONFORM TO ASTM D-3034.
 - INFILTRATION IN TO THE SEWER SYSTEM, INCLUDING MANHOLES, SHALL NOT EXCEED 50 GALLONS PER DAY PER INCH DIAMETER OF PIPE PER MILE OF SEWER PIPE.
- WATER SUPPLY
- A 8-INCH DIP WATER MAIN WILL SUPPLY WATER TO THE PROPOSED LOTS. SERVICE LINES TO EACH UNIT WILL BE 1-INCH.
 - NOTIFY TOWN OF JACKSON (TOJ) PRIOR TO CONNECTING OR DISTURBING ANY EXISTING WATER SYSTEM COMPONENTS TO COORDINATE INSPECTIONS AND TESTING.

SEWER COLLECTION AND TREATMENT

- AN 8-INCH PVC SEWER MAIN WILL COLLECT WASTEWATER FROM THE LOTS BY GRAVITY TO THE SOUTHWEST CORNER OF THE DEVELOPMENT. WASTEWATER FROM THE SITE WILL BE PUMPED UP TO AN EXISTING MANHOLE ON HIGH SCHOOL ROAD VIA SOUTH PARK LOOP ROAD AND FLOW DOWN STREAM THROUGH HIGH SCHOOL ROAD TO THE TOWN OF JACKSON'S WASTEWATER TREATMENT PLANT, VIA THE EXISTING DUMP STATION SOUTH OF GREGORY LANE ON HIGH SCHOOL ROAD. EACH LOT WILL HAVE ONE 4-INCH SDR 35 PVC SEWER SERVICE TO CONNECT WITH THE WASTEWATER COLLECTION SYSTEM.
- NOTIFY TOJ PRIOR TO CONNECTING OR DISTURBING ANY EXISTING WATER SYSTEM COMPONENTS TO COORDINATE INSPECTIONS AND TESTING .

POWER, CABLE, UTILITIES, AND GAS

- THESE UTILITY SERVICES WILL BE PROVIDED BY THE LOCAL UTILITY COMPANIES: LOWER VALLEY ENERGY (ELECTRICITY AND GAS), CENTURYLINK COMMUNICATIONS (TELEPHONE AND COMMUNICATIONS), CHARTER COMMUNICATIONS (CABLE TELEVISION AND COMMUNICATIONS), AND SILVERSTAR (COMMUNICATIONS). DETAILS OF ROUTING, VAULT, AND TRANSFORMER PLACEMENT WILL BE COORDINATED WITH THE UTILITY COMPANIES.

ROAD DESIGN NOTES

- DESIGN CRITERIA: THE ROADWAY DESIGN IS BASED UPON THE FOLLOWING ASSUMPTIONS: DESIGN SPEED = 20 MPH
- THE TRAVEL WIDTH ROAD SHALL BE 20' WITH A CLEARED WIDTH (FREE OF OBSTRUCTIONS, INCLUDING VEGETATION IN EXCESS OF 12" IN HEIGHT) OF NOT LESS THAN 24'.
- THE INTERSECTION OF THE ROADS WITH HIGH SCHOOL ROAD AND SOUTH PARK LOOP ROAD WILL HAVE STOP SIGNS.
- THE ROADS WITHIN THIS DEVELOPMENT IS MAINTAINED BY THE DEVELOPMENTS HOMEOWNERS' ASSOCIATIONS AND PURSUANT TO AGREEMENTS WITH OTHER USERS OF THE ROAD.
- TETON COUNTY, WYOMING IS UNDER NO OBLIGATION TO CONSTRUCT, MAINTAIN, OR REPLACE THE ROADS OR DRIVES OF THIS DEVELOPMENT.

PARKING NOTES

- THE SINGLE FAMILY LOT BUILDING ENVELOPES WILL PROVIDE ADEQUATE SPACE FOR THE DEVELOPMENT OF THE 2 REQUIRED PARKING SPACES, THE DESIGN FOR WHICH WILL BE SUBMITTED WITH THE BUILDING PERMIT APPLICATION FOR EACH LOT.
- MINIMUM DRIVEWAY DIMENSIONS SHALL MEET THE TETON COUNTY FIRE RESOLUTION STANDARDS.
- NO LOADING BAYS ARE REQUIRED FOR THIS DEVELOPMENT.

STORMWATER NOTES

- STORMWATER RUNOFF FROM DEVELOPMENT'S ROADS WILL RUN FROM THE ASPHALT TO SWALES AND DITCHES AT THE ROAD SIDE WITH AREA DRAINS MAY BE USED TO ASSIST INFILTRATION.

SNOW STORAGE NOTES

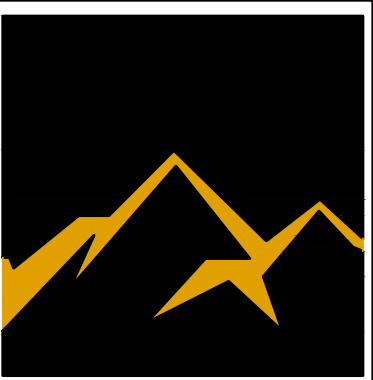
- 2.5% OF TOTAL REQUIRED OFF-STREET PARKING, LOADING AND DRIVES SHALL BE PROVIDED FOR ON-SITE SNOW STORAGE.
- THE SINGLE-FAMILY LOTS HAVE ADEQUATE SPACE FOR THE REQUIRED SNOW STORAGE.

GRADING NOTES

- BEFORE START OF CONSTRUCTION INSTALL EROSION CONTROL STRUCTURES. FENCE FILTER FABRIC SHALL BE SPUN BOND GEOTEXTILE FABRIC; WATTLE SHALL BE MINIMUM 6" WITH WEED FREE MATERIAL.
- LOCATE EROSION CONTROL STRUCTURES AT LOW POINTS OF SITE WHERE RUNOFF IS MOST LIKELY TO EXIT SITE OR AS SHOWN ON THE PLANS.
- DURING THE COURSE OF CONSTRUCTION MAKE PERIODIC INSPECTIONS OF EROSION CONTROL STRUCTURES. MAKE NECESSARY REPAIRS TO INSURE PROPER SEDIMENT CONTAINMENT AND EROSION CONTROL.
- GRADING SHALL MEET THE REQUIREMENTS OF DIVISION 5.7 GRADING AND EROSION CONTROL AND STORM WATER MANAGEMENT OF THE TETON COUNTY LAND DEVELOPMENT REGULATIONS.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND SHALL PROMPTLY NOTIFY THE ENGINEER OF ANY VARIATIONS OR DISCREPANCIES.
- CONTRACTOR SHALL CONTACT ENGINEER PRIOR TO CONSTRUCTION TO PROVIDE CONSTRUCTION OBSERVATION.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE PERMITS.
- EXISTING VEGETATION TO BE MAINTAINED TO THE EXTENT POSSIBLE.
- REVEGETATION WILL OCCUR POST CONSTRUCTION.
- CUT AND FILL SLOPES DO NOT EXCEED 2:1. CATCH POINTS ARE TO BE ROUNDED TO PROMOTE REVEGETATION AND PREVENT RAVELING AND EROSION.
- BURIED UTILITIES
 - CONTRACTOR SHALL VERIFY LOCATION OF ALL BURIED AND OVERHEAD UTILITIES PRIOR TO ANY EXCAVATION IN THE VICINITY. UTILITY LOCATIONS SHOWN ON THESE DRAWINGS ARE APPROXIMATE AND BASED ON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. ENGINEER DOES NOT WARRANT THE ACCURACY NOR COMPLETENESS OF THE INFORMATION SHOWN FOR EXISTING UTILITIES.
 - CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES PRIOR TO INSTALLING IMPROVEMENTS.
- SITE IS SLOPED 2-5%, SURROUNDED BY RAISED LAND FEATURES (ROADWAYS). LEEKS DITCH RUNS ALONG THE NORTH SITE BOUNDARY. STORMWATER RUNOFF IS DIRECTED TO STORMWATER DETENTION BASINS OR CONTAINED ON SITE AND IS EXPECTED TO INFILTRATE RAPIDLY.
- FOLLOW INVASIVE SPECIES MANAGEMENT PLAN SUBMITTED WITH GRADING PERMIT REDUCE SPREAD OF NOXIOUS WEEDS AND INTRODUCTION OF OTHER INVASIVE SPECIES PRIOR TO CONSTRUCTION, DURING CONSTRUCTION, DURING REVEGETATION AND AFTER CONSTRUCTION.

REVEGETATION NOTES

- CONSULT LANDSCAPE ARCHITECTURE PLANS TO BE SUBMITTED WITH THE FINAL DEVELOPMENT PLAN APPLICATION FOR REVEGETATION REQUIREMENTS.
- STORE TOPSOIL ON SITE. TOPSOIL SHALL BE REDISTRIBUTED AND USED FOR LANDSCAPING.
- TOPSOIL SHALL BE UNIFORMLY SPREAD ON PREPARED SURFACES PRIOR TO SEEDING. REMOVE FOREIGN MATERIALS, WEEDS, AND UNDESIRABLE PLANTS FROM THE PREPARED SOIL PRIOR TO SEEDING.
- HARD PACKED OR CAKED TOPSOIL SURFACES SHALL BE SCARIFIED OR DISKED PRIOR TO SEEDING.
- REVEGETATE ALL DISTURBED AREAS AS SOON AS PRACTICAL AFTER GRADING.
- INVASIVE SPECIES IMPACT MORE THAN JUST THE SUBJECT PROPERTIES. PRIOR TO CONSTRUCTION TETON COUNTY WEED AND PEST WILL BE CONTACTED TO IDENTIFY AND ELIMINATE INVASIVE SPECIES. DURING CONSTRUCTION CONTRACTOR SHALL OBSERVE THE PROJECT SITE FOR THE GROWTH OF NOXIOUS WEEDS. OBSERVED GROWTH OF NOXIOUS WEED SHALL BE REPORTED TO THE TETON COUNTY WEED AND PEST DISTRICT OFFICE. CONTRACTOR AND OWNER SHALL IMPLEMENT A WEED CONTROL PROGRAM TO CONTROL NOXIOUS WEEDS. POST CONSTRUCTION ANNUAL INSPECTIONS WILL NEED TO CONTINUE UNTIL REVEGETATION HAS TAKEN HOLD.



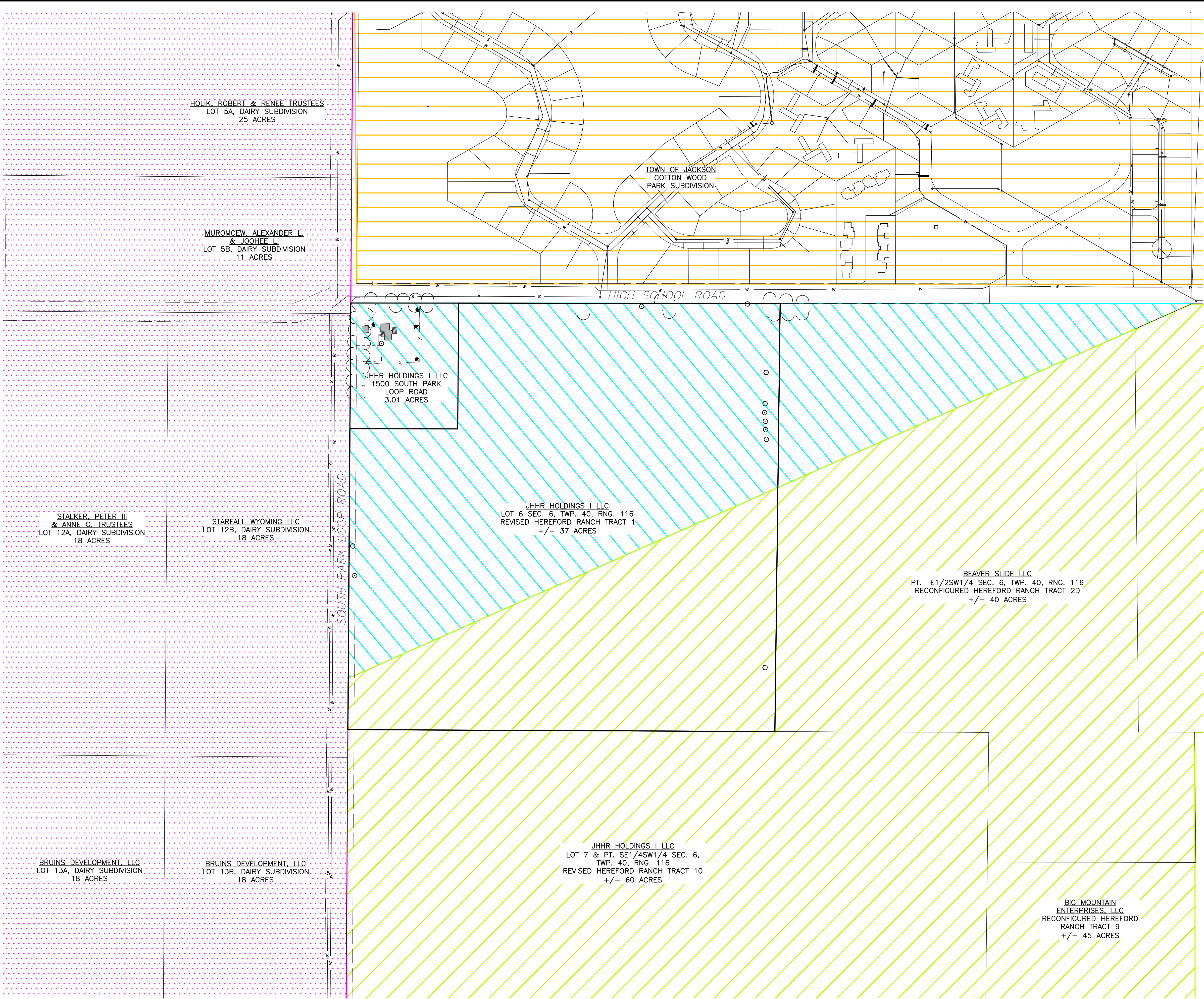
JORGENSEN
JACKSON, WYOMING
307.733.5150
www.jorgeng.com

PROJECT TITLE:
TOJ CONNECTION APP. SUPPL. INFO.
26 ACRE SUBURBAN ZONED PARCEL
JHHR HOLDINGS I LLC
PT. NW1/4NW1/4, SEC. 6, TWP. 40, RNG. 116
TETON COUNTY, WYOMING

SHEET TITLE:
PROJECT NOTES AND LEGEND

DRAFTED BY:	JK
REVIEWED BY:	TK
PLAN VERSION	DATE
SKETCH PLAN	09.14.2020
TOJ CONNECTION	03.30.2020

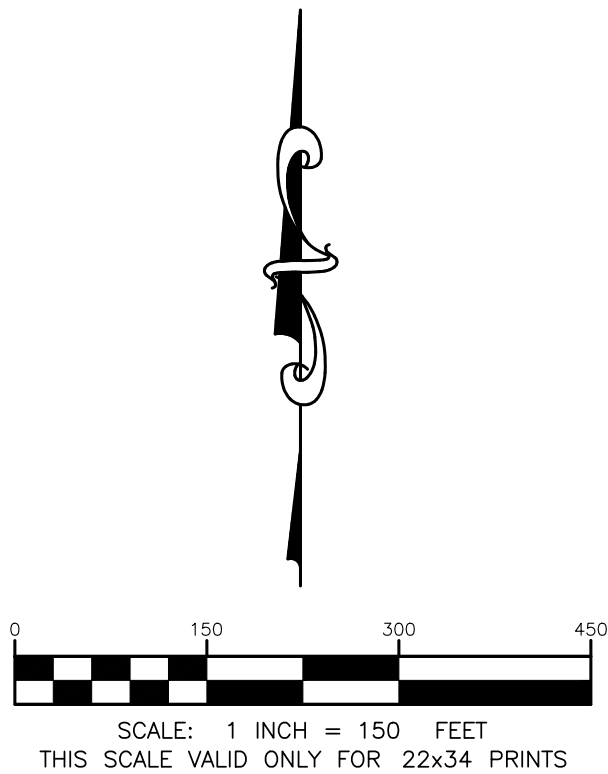
PROJECT NUMBER	20030
SHEET	C1.1



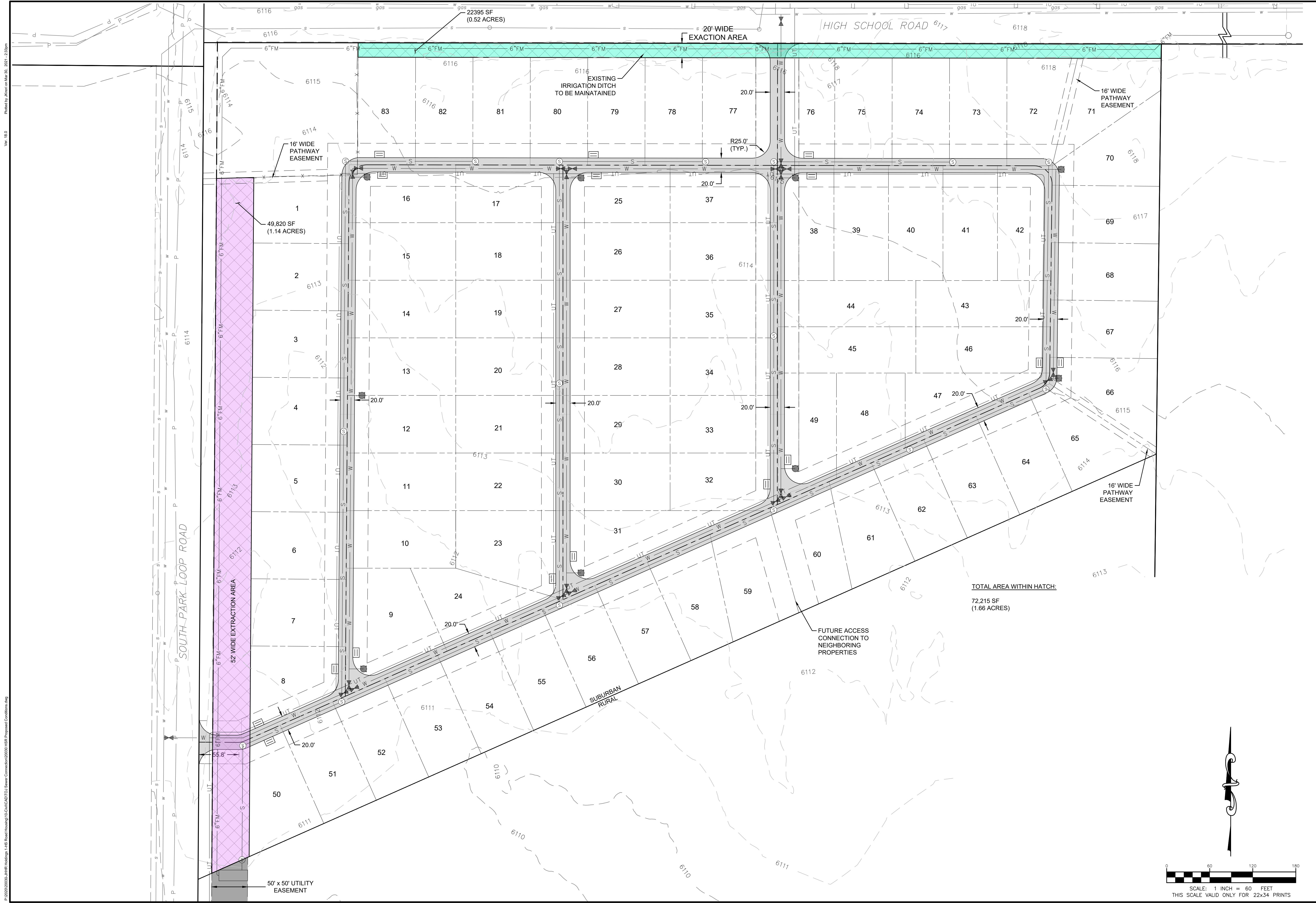
EXISTING LEGEND

- | | |
|--|-----------------------------|
| | SUBJECT PROPERTY BOUNDARY |
| | ADJOINING PROPERTY BOUNDARY |
| | TREE LINE |
| | EASEMENT |
| | FENCE |
| | CONIFER TREE |
| | COTTONWOOD |
| | GRAVEL DRIVEWAY |
| | BUILDING |
| | BUILDING DECK |
| | SEWER LINE |
| | WATER LINE |
| | TOWN OF JACKSON LIMITS |
| | SUBURBAN ZONING |
| | R1 ZONING |
| | PUD R2 ZONING |

- NOTE:
1. PROPERTY BOUNDARY IS DETERMINED FROM TETON COUNTY GIS.
 2. EXISTING INFRASTRUCTURE LINE WORK IS FROM TOWN OF JACKSON 2015 GIS DATA.
 3. SUBURBAN AND RURAL ZONING IS DETERMINED BY THE PARENT PARCELS RETIRED IN 2010-04-29 BY 767139 AND 767140:
 - 3.1. PID: 22-40-16-06-3-00-008
 - 3.2. PID: 22-40-16-06-3-00-009



DRAFTED BY:	JK
REVIEWED BY:	TK
PLAN VERSION	DATE
SKETCH PLAN	09.14.2020
TOJ CONNECTION	03.30.2020



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Ver. 1.0.0
Prepared by JHHR on Mar 20, 2021 - 1:33pm



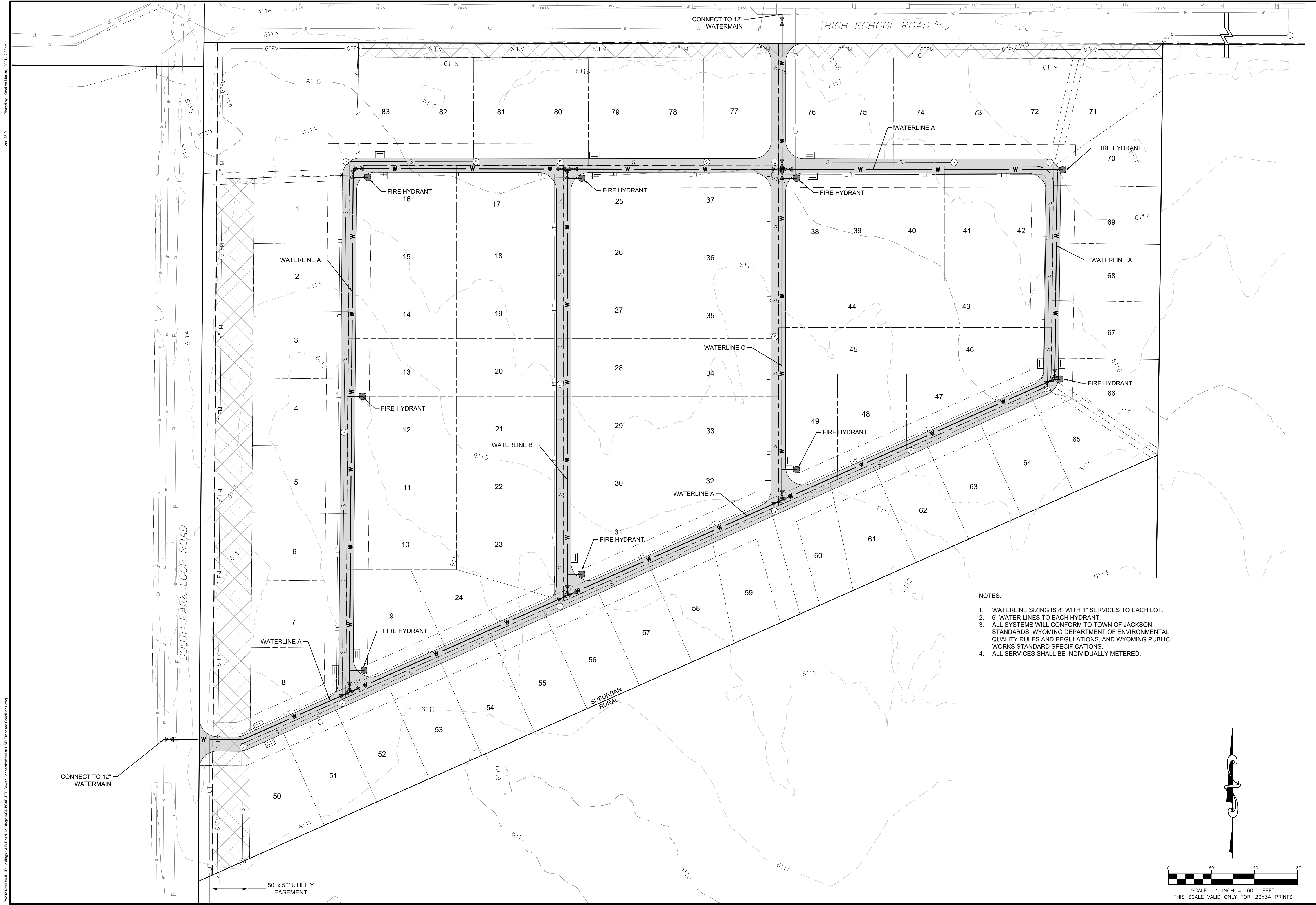
JORGENSEN
JACKSON, WYOMING
307.733.6150
www.jorgeng.com

PROJECT TITLE:
TOJ CONNECTION APP. SUPPL. INFO.
26 ACRE SUBURBAN ZONED PARCEL
JHHR HOLDINGS I LLC
PT. NW1/4NW1/4, SEC. 6, TWP. 40, RNG. 116
TETON COUNTY, WYOMING

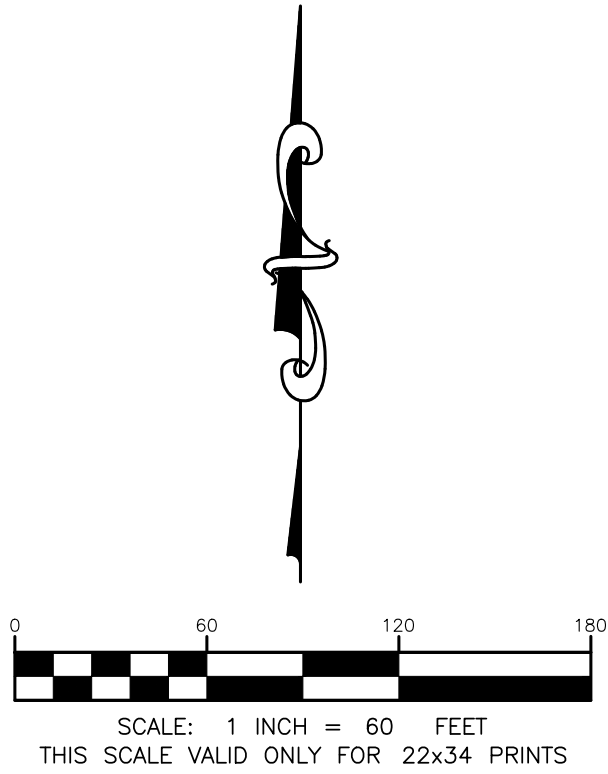
SHEET TITLE:
PROPOSED ROAD AND SITE PLAN

DRAFTED BY:	BS
REVIEWED BY:	TK
PLAN VERSION	DATE
SKETCH PLAN	09.14.2020
TOJ CONNECTION	03.30.2020

PROJECT NUMBER	20030
SHEET	C2.0



- NOTES:
1. WATERLINE SIZING IS 8" WITH 1" SERVICES TO EACH LOT.
 2. 6" WATER LINES TO EACH HYDRANT.
 3. ALL SYSTEMS WILL CONFORM TO TOWN OF JACKSON STANDARDS, WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY RULES AND REGULATIONS, AND WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS.
 4. ALL SERVICES SHALL BE INDIVIDUALLY METERED.



PROJECT TITLE:
TOJ CONNECTION APP. SUPPL. INFO.
26 ACRE SUBURBAN ZONED PARCEL
JHHR HOLDINGS I LLC
PT. NW1/4NW1/4, SEC. 6, TWP. 40, RNG. 116
TETON COUNTY, WYOMING

SHEET TITLE:
PROPOSED WATER LINES

DRAFTED BY:	BS
REVIEWED BY:	TK
PLAN VERSION	DATE
SKETCH PLAN	09.14.2020
TOJ CONNECTION	03.30.2020

PROJECT NUMBER	20030
SHEET	C2.2



PROJECT TITLE:
TOJ CONNECTION APP. SUPPL. INFO.
26 ACRE SUBURBAN ZONED PARCEL
JHHR HOLDINGS I LLC
PT. NW1/4NW1/4, SEC. 6, TWP. 40, RNG. 116
TETON COUNTY, WYOMING

SHEET TITLE:
PROPOSED UTILITY PLAN

DRAFTED BY:	BS
REVIEWED BY:	TK
PLAN VERSION	DATE
SKETCH PLAN	09.14.2020
TOJ CONNECTION	03.30.2020

PROJECT NUMBER
20030

SHEET
C2.3

Application for a Connection and Use Agreement – Approved/Denied

P21-0###

ADDRESS:

OWNER:

APPLICANT:

Click or tap to enter a date.

Choose an item., 733-3079

DATE OF SUBMITTAL: Click or tap to enter a date.

DATE OF MATERIALS:

REVISION NO.:

The engineering division has reviewed your application for a **CONNECTION AND USE AGREEMENT** for **WATER / SEWER / STORM** submitted on and with application materials as dated above.

NOTES FOR DENIAL

REVIEWER NOTE: Check the application against the checklist for applications for Connection and Use Agreements

The following conditions of approval shall be satisfied:

STANDARD CONDITIONS OF APPROVAL

- A. Request for a Connection and Use Agreement requires Town Council Approval.
- B. If approved by Town Council, the Connection and Use Agreement requires Town Council Approval.
- C. Applicant shall provide all the required exhibits for the 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. Exhibits include but are not limited to: maps of the proposed service area, plans of the proposed infrastructure, lists of parcels with address and development information, etc.
- D. For yet to be platted lots, The Connection and Use Agreement(s) shall be noted in the Plat's Certificate of Owner, with language to the effect that, "this subdivision is subject to that Connection and Use Agreement for Water/Sewer Service between [APPLICANT NAME] and the Town of Jackson recorded with the Teton County Clerk as document _____."
- E. For yet to be platted lots, the Plat's Certificate of Owner shall state, "that access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson"
- F. For existing lots, the Connection and Use Agreement(s) shall be recorded with the Teton County Clerk for each lot approved for connection.
- G. Applicant is responsible for all Teton County Clerk recording fees.
- H. Prior to construction of any infrastructure connecting to the Town's systems, or private extensions thereto, permits for the construction of said infrastructure must be issued by the Town.

- I. Prior to construction of any individual lot connecting to the Town's systems, or private extensions thereto, permits for the construction of said infrastructure must be issued by the Town.
- J. The applicant will furnish an Engineer and Resident Project Representative to represent Engineer at the site and assist Engineer in observing the progress and quality of the work. Engineer will make visits to the site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of contractor's executed work. Based on information obtained during such visits and observations, Engineer will determine, in general, if the work is proceeding in accordance with the permitted plans and specifications. Engineer will not be required to make exhaustive or continuous inspections on the site to check the quality or quantity of the work except that the Engineer must certify that the work conforms generally to the permitted plans and specifications. On the basis of such visits and observations, Engineer will keep the Town informed of the progress of the work through regular field reports submitted to the Town Engineer and will endeavor to prevent or repair defective work.
- K. Prior to issuing permits for construction, applicant must post a financial assurance that complies with Town of Jackson Land Development Regulation 8.2.11 for 125% of the Town Engineer approved cost of the construction of the proposed improvements.
- L. Prior to the Town Engineer's Final Inspection applicant must provide the Town Engineer record drawings, CAD, and/or GIS files to document "as-built" location and metadata of the improvements as required by the agreement.
- M. Town may hire a Town-selected qualified engineering consultant licensed in the state of Wyoming to review the proposed reports, modeling, plans, and specifications to objectively determine whether each technical report or document is consistent with design principles and practices in use at this time. Prior to execution of the Connection and Use Agreement, the scope and fee for such services will be determined and the applicant must bond for 125% of the fee and pay for all costs of said consultant.
- N. Town may hire a Town-selected qualified engineering consultant licensed in the state of Wyoming to monitor the installation of the improvements. Prior to the issuing of the permit to construct the improvements, the scope and fee for such services will be determined and the applicant must bond for 125% of the fee and pay for all costs of said consultant.
- O. This approval does not relieve the applicant from any duty to obtain any other permit or authorization that may be required by any provision of federal, state or local codes and ordinances; nor does it permit violation of any section of federal, state or local codes and ordinances.
- P. Nothing in this approval constitutes an endorsement by the Town of Jackson of the construction or the design of the facility described herein. The Town assumes no liability for and does not in any way guarantee or warrant the performance or operation of the development. The applicant, owner, and operator are solely responsible for any liability arising from the construction or operation of the development.

APPLICATION SPECIFIC CONDITIONS OF APPROVAL

GENERAL

1. Applicant shall continue to participate in good faith with the Neighborhood Master Planning Process.

2. The road and utility corridors shall be platted to Town standards as their own lot(s), e.g. 3 Creek, rather than easements for roadway and utility corridors, actual lots for the roadway and utility shall be provided.
3. As development plans progress for adjacent properties the applicant must allow and incorporate reasonable connection opportunities for those properties.

WATER SUPPLY

4. Applicant shall collaborate with the Town to determine what steps and improvements will need to be taken to connect the development to the Town's water system. Including but not limited to providing land for wells and control / treatment buildings.

SEWER COLLECTION AND TREATMENT

1. Applicant shall collaborate with the Town to determine what steps will need to be taken to connect the development to the Town's sewer system.
2. The applicant will be responsible for evaluating the downstream impact on existing sewers, lift stations and treatment facilities. This information shall include existing population, waste loads, existing flows and capacity of downstream facilities.
3. Collection systems and lift stations shall be designed to provide connectivity to adjacent properties and reduce the need for additional pumping facilities. Including but not limited to conceptual design for extensions to adjacent properties as conceptualized by the applicant, the neighborhood master plan, or other development applications.
4. Any lift station or pumping facilities shall: incorporate additional capacity to accommodate additional development on adjacent properties as reasonably foreseeable; be constructed with emergency backup power and Town compatible SCADA systems, as either an above ground valve package kit or complete pump house with enclosed wet well, dry well, and emergency backup power facilities commensurate with the service requirements, regulations, and as required by the Town.



December 7, 2020

Teton County Board of County Commissioners
Teton County Administration Building,
2nd Floor 200 S Willow Street
PO Box 3594
Jackson, WY 83001

RE: Town of Jackson Comments
SKC2020-0001 – Sketch Plan - JHHR Holdings I, LLC - Suburban Sketch Plan

Dear Teton County Commissioners,

Thank you for the opportunity to comment on SKC2020-0001, a Sketch Plan submitted by JHHR Holdings I to develop 26 acres of land located in Jackson/Teton County Comprehensive Plan, Subarea 5.6: Northern South Park, zoned County – Suburban and located adjacent to the Town of Jackson.

The Jackson Town Council met on December 7, 2020, to discuss the proposed application as it relates to the Jackson/Teton County Comprehensive Plan, proposed utilization of Town infrastructure due to its proximity to the Town of Jackson, and provide the following comments for your consideration.

The Teton County Land Development Regulations, Section 8.3.1.C Findings for Approval of a Sketch Plan lists five (5) required findings. The Town has identified Findings #1 and #3 as described below to be of particular importance to this application.

1. *Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan;*
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;*

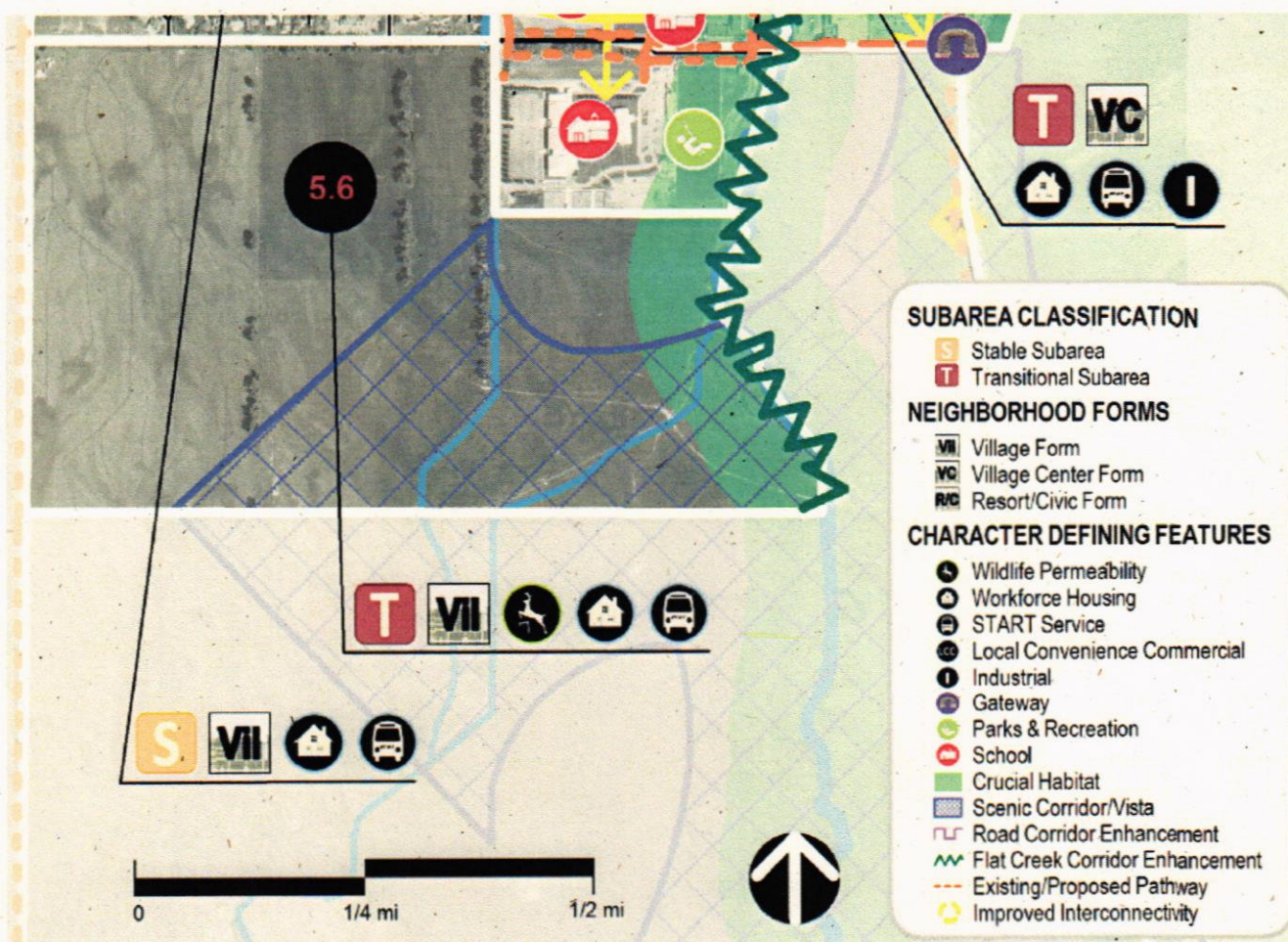
Regarding Finding #1, the updated 2012 Jackson/Teton Comprehensive Plan character-defining features chart indicates the following for District 5: West Jackson the location of the proposed subdivision.

Complete Neighborhood + Rural Area Chart

DEFINITION		2012	FUTURE	
COMPLETE NEIGHBORHOOD	Defined Character/High Quality Design	○	◐	Variety of residential, non-residential and industrial buildings and land-use patterns
	Public Utilities	●	●	Water, sewer, storm sewer
	Quality Public Space	●	●	Rangeview Park, school playgrounds and fields, pathways
	Variety of Housing Types	●	●	Single family, duplex, condominiums, townhomes, apartments, multifamily, START, local convenience commercial, schools, parks, pathways
	Walkable Schools, Commercial + Recreation	◐	●	Alternative transportation a priority
	Connection by Complete Streets	◐	●	
Viable Wildlife Habitat + Connectivity		◐	◐	Flat Creek enhancement

Specifically, the Town notes that many of the desired future characteristics called for in this District appear to be lacking from the proposed application including public utilities, quality public space, variety of housing types, walkable school, commercial and recreation, and connection to complete streets.

In addition, and more specifically, the defining features called out for Sub-area 5.6, which includes the location of the proposed subdivision, are described below in the District 5 future character defining features map:



Specifically related to Finding #1, the Town notes that wildlife permeability, workforce housing, and START service are called for in the desired future character for this sub-area. The Town asks the County to review the proposed application to ensure all these desired future character elements are addressed in the application.

Furthermore, the Jackson/Teton Comprehensive Plan identifies the following Policy Objective for District 5: West Jackson:

4.2.c: Create vibrant walkable mixed-use Subareas

The Town notes that the application, as proposed, has no accommodations for complete streets including sidewalks within the subdivision, along South Park Loop Road or High School Road, provides for no future connectivity into the remainder of Sub-area 5.6, and no accommodations for START. The Town asks the County to review the proposed application to ensure future residents of the proposed subdivision are able to access all of the complete neighborhood amenities located in this District including schools, parks, grocery stores, etc., via walking, biking or taking transit in a safe and accessible manner consistent with Finding #1.

Finally, the Jackson/Teton County Comprehensive Plan, Illustration of Our Vision chapter, provides the following direction specifically for Sub-area 5.6, which again includes the location of the proposed subdivision:

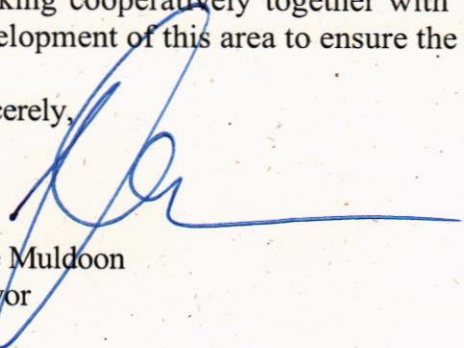
The development of the subarea may be guided by a neighborhood planning effort (referenced in Strategy 3.3.S.5) completed in a timely manner by the County in consultation with the Town and the landowners within the Subarea. Any resulting neighborhood plan will include options to improve transportation, circulation, and connectivity within and around the Subarea.

The Town notes that the proposed subdivision appears to lack the desired options that are to be included in a neighborhood plan, as such the Town recommends the County complete the already initiated neighborhood plan to ensure these options are all addressed as Finding #1 and #3 may be unable to be satisfied as proposed.

Regarding Finding #3, the Town wants to bring to the County's attention the process by which any development in Northern South Park would connect to critical Town infrastructure including but not limited to sewer, water, stormwater, and roadways. Approval to connect to all Town infrastructure is at the sole discretion of the Jackson Town Council regardless of whether capacity is available or not. The Town requests the County consider whether Finding #3 can be met without the required approvals to connect to Town infrastructure through formal connection and use agreements. The Town would view any approved County application anticipating connection to Town infrastructure without such formal agreements in place as non-binding on the Town and potentially on the applicant. And as mentioned above in regard to Finding #1, the apparent lack of complete street infrastructure, including but not limited to pedestrian accommodations via sidewalks and START accommodations within the subdivision or along High School Road, may be inadequate to meet the transportation needs of the proposal and larger area. It should also be noted that a complete street design charrette has been completed by the Town for High School Road adjacent to this application showing significant upgrades to the existing roadway to accommodate all modes of transportation. It is Town practice that the applicant may be asked to contribute to complete street design improvements at time of development.

Thank you again for allowing the Town to comment on this application. We look forward to working cooperatively together with Teton County on the appropriate next steps in the future development of this area to ensure the future needs of our community are met.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Pete Muldoon', with a long horizontal flourish extending to the right.

Pete Muldoon
Mayor

RESOLUTION 21-12

**Authorizing Southern Teton Area Rapid Transit (START)
to Submit an Application to
The Community Foundation of Jackson Hole's Old Bill's Fun Run 2021**

WHEREAS, the Jackson Town Council recognizes the need for public support for START; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for START to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by Southern Teton Area Rapid Transit (START) in Old Bill's Fun Run 2021.

BE IT FURTHER RESOLVED that Darren Brugmann and Courtney Schwartz are hereby designated as the authorized representative of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 3rd day of May 2021.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Lynsey Lenamond, Town Clerk

RESOLUTION 21-13

**Authorizing the Jackson - Teton County Animal Shelter
to Submit an Application to
The Community Foundation of Jackson Hole's Old Bill's Fun Run 2021**

WHEREAS, the Jackson Town Council recognizes the need for public support for the Jackson - Teton County Animal Shelter; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for the Jackson - Teton County Animal Shelter to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by the Jackson - Teton County Animal Shelter in Old Bill's Fun Run 2021.

BE IT FURTHER RESOLVED that Tony Matthews, Lisa Ruschill, and Sylvia Polonsky are hereby designated as the authorized representatives of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 3rd day of May 2021.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Lynsey Lenamond, Town Clerk

RESOLUTION 21-14

**Authorizing Jackson-Teton County Victim Services
to Submit an Application to
The Community Foundation of Jackson Hole's Old Bill's Fun Run 2021**

WHEREAS, the Jackson Town Council recognizes the need for public support for Jackson-Teton County Victim Services; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for Jackson-Teton County Victim Services to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by Jackson-Teton County Victim Services in Old Bill's Fun Run 2021.

BE IT FURTHER RESOLVED that Tracey Trefren is hereby designated as the authorized representative of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 3rd day of May 2021.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Lynsey Lenamond, Town Clerk

**TOWN OF JACKSON RESOLUTION 21-15
FOR WAM CONSIDERATION**

**A RESOLUTION REQUESTING WAM SUPPORT FOR MAINTAINENANCE
OF THE FULL RETAIL VALUE OF NET METERING**

WHEREAS, current language in §37-16-101(a)(viii)(B) in Wyoming’s Statutes allows net metering for facilities with electrical generating capacities; and

WHEREAS, the guarantee of fair payback for energy generated on-site is essential for encouraging diversification of the state’s economy and job growth within it, for providing long-term cost savings, for helping keep electric rates from increasing for all users, and for promoting resiliency; and

WHEREAS, limiting net metering will impact financial investments made by residents and businesses, specifically the investment-backed expectations made by local governments, and individuals and curtail the burgeoning solar industry impacting our local government’s ability to meet internal and community goals; and

NOW, THEREFORE, BE IT RESOLVED that the Town of Jackson supports, and urges WAM to support municipalities, other governmental entities, businesses, and citizens to maintain the full retail value of net metering.

APPROVED ON THE 3rd DAY OF MAY, 2021.

TOWN OF JACKSON

By: _____
Mayor Morton Levinson

ATTEST:

Lynsey Lenamond, Town Clerk

**TOWN OF JACKSON RESOLUTION 21-16
FOR WAM CONSIDERATION**

**A RESOLUTION SUPPORTING EFFORTS TO EXPAND OPTIONS FOR
LOCAL GOVERNMENTS TO GENERATE REVENUE**

WHEREAS, many municipalities in Wyoming are struggling to address the operating needs of their communities through existing taxing methods; and

WHEREAS, citizens of municipalities are more comfortable if they can be assured that additional tax revenues will be used to fund priorities identified by the community that may include core services such as infrastructure maintenance, or additional initiatives such as childcare, health and human services, conservation, transportation, and housing; and

WHEREAS, citizens of Wyoming value self-sufficiency, so resources specific to one area of the state such as a real estate transfer or an unearned income tax, which are economic drivers in tourist economies, should be able to be levied and utilized to support the government and citizens in that locality; and

WHEREAS, the state's current tax code does not allow for this flexibility, Towns, Counties, and the State of Wyoming have missed collections on real estate sales of over \$1B in the last year; and

WHEREAS, localities levying such taxes would create healthy diversification of revenue streams and could consider changes in percentages or foregoing receipt of direct distributions from the state, thus supporting the state with its fiscal challenges; and

NOW, THEREFORE, BE IT RESOLVED that the Town of Jackson supports, and urges WAM to support, more flexibility for localities to levy taxes that make sense within their jurisdictions, given their specific circumstances, to be utilized for community priorities and potentially offset some of the states' current burden in terms of direct distributions.

APPROVED ON THE 3RD DAY OF MAY, 2021.

TOWN OF JACKSON

By: _____
Mayor Hailey Morton Levinson

ATTEST:

Lynsey Lenamond, Town Clerk

**TOWN OF JACKSON RESOLUTION 21-17
FOR WAM CONSIDERATION**

**A RESOLUTION REQUESTING WAM SUPPORT
REINVIGORATION OF HOME RULE**

WHEREAS, according to Wyoming’s Constitution, Article 13, Section 1, Wyoming supports home rule for municipalities; and

WHEREAS, local government leaders understand the needs and aspirations of their constituents and communities, and solutions to unique challenges faced in specific places are best reached by the people closest to the issues at-hand; and

WHEREAS, Wyoming believes in self-reliance, autonomy, and freedom and local governments embrace these tenets as well; and

NOW, THEREFORE, BE IT RESOLVED that the Town of Jackson supports, and urges WAM to support, municipalities to maintain home rule on matters within their jurisdictions.

APPROVED ON THE 3rd DAY OF MAY, 2021.

TOWN OF JACKSON

By: _____
Mayor Morton Levinson

ATTEST:

Lynsey Lenamond, Town Clerk

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: May 3, 2021

RE: Town Manager's Report

Budget Meeting Schedule

The below schedule has a few changes in it. The May 24 budget meeting was originally planned to be a Town only budget meeting but has been changed to a joint meeting with the Teton County Commissioners in order to discuss and make preliminary decisions on joint department budgets so that both bodies are ready for final adoption. Additionally, a new meeting is proposed for June 7 from 9AM – 12PM to provide time to fully cover all areas in the budget. Staff will certainly defer to the Council if they would like to change the dates or times of any of these upcoming meetings.

FY2022 TOWN COUNCIL BUDGET MEETING SCHEDULE				
There may be many other meetings occurring during this time - the below list only reflects those associated with the FY2022 Budget				
Date	Day	Time	Event	Location
5/10/2021	Monday	2:00 - 5:00	Special Town Council Workshop - Budget Discussion, Gen Fund, Level of Service	Zoom
5/17/2021	Monday	9:00 - 12:00	Special Town Council Workshop - Budget Discussion, Special Revenue Funds, Capital	Zoom
5/24/2021	Monday	3:00 - 5:00	Special JIM - Budget Discussion on Jointly Funded Areas	Zoom
6/7/2021	Monday	9:00 - 12:00	Special Town Council Workshop - Budget (new, Enterprise Funds, Internal Service Funds)	Zoom
6/14/2021	Monday	3:00 - 5:00	Special Town Council Workshop - Budget Discussion (if needed)	Zoom
6/21/2021	Monday	3:00 P.M.	Regular Town Council Workshop Meeting - Budget Discussion (if needed)	Zoom
6/21/2021	Monday	6:00 P.M.	Regular Town Council Meeting - Budget Adoption	Zoom

Public Records Access and Requests

The Town Council asked for information to be provided in the Town Manager's report regarding how public records requests are handled in an effort to provide clarity to the Council and the public. That information is attached to the Town Manager's report in a memo from Town Attorney, Lea Colasuonno. Section V of the memo includes some additional information as to how staff intends to move forward with highlighting, informing and educating the public on how to access their public records. Also attached to the memo is the Town's newly established internal policy on responding to records requests. This internal policy was prepared by the Town Attorney with input from all departments involved with responding to public records requests. This procedure sets forth each step in the process of how records are to be handled and provided to the public. Staff is available to answer any questions you have on this topic.

MEMORANDUM

TO: Town Council
FROM: Town Attorney
DATE: May 3, 2021
RE: Public Records Access and Requests

In the beginning of 2021, the Town updated its fee schedule for public records. The previous fee schedule for public records was instituted in 2002 and remained unchanged since then, leading to the fees being outdated. Its failure to provide guidance on modern record production technology, and the overall inapplicability of the schedule, gave rise to the update recently adopted by Council. At the April 19 meeting, Council requested staff provide information regarding public access to records, the Town's process for public record requests, and how the fee scheduled is applied.

I: Public Record Requests Without Advance Notice and at No Cost

If a person requests a public record and it is available at that time, the Town provides access quickly. The most common examples of "in person" access requests, which are provided without advance notice and free of charge, include files of the Planning Department, the Building Department, and the Municipal Court. There is not a "most common example" of electronic or phone requests for records that the Town provides without advance notice and free of charge; rather the Town policy is that if an electronic or phone request can be fulfilled within 30 minutes, it is provided at no cost. Staff has determined time is the triggering proxy for whether a fee is charged because it is a balance of the following issues:

1. The specificity of the request (How easily can staff identify what needs to be provided?)
2. The accessibility of the information sought (Is the information readily available by staff on their e-folder or paper folder system or is a search by the IT Department required?)
3. The scope of the request (Is the request for the staff reports from the last two months or is the request for all staff reports over the last two years?)
4. The need to redact the document(s) being requested pursuant to state and/or federal law (Does a statutory provision under the state or federal law require redaction of the document(s)?)
5. The need to research whether the Town has the authorization under state and/or federal law to provide the document(s)/information requested?

II: Public Record Requests Within the Statutory Timeline

If the records sought are not available at the time of a request, the Town provides the requestor a letter stating such, and the Town tells the requestor whether the records will be provided within thirty days or, because the request is so substantial that the records cannot be gathered, reviewed, and provided in thirty days, opens discussion regarding a record production date beyond thirty days that is mutually agreeable. In reviewing record requests, the overwhelming majority of requests, including every request in the last year, are fulfilled within thirty days of request date.

III: Town of Jackson Public Record Processing Procedure

Given the detailed and complex legal obligations associated with records requests, the Town Attorney crafted a uniform, Town-wide procedure for intake, response, processing, and production of records. It is attached at the end of this *Memorandum*.

IV: Public Record Request Fees

The Town's fee schedule, set forth below, was updated after consultation with the State Archives Department and surveying other cities in Wyoming. Details of the fee schedule are as follows:

1. Electronic document, per document \$10.00
 - *An electronic "document" is the entire PDF; an "electronic document" is not the equivalent of one paper document.*
 - *If a request takes less than 30 minutes, this fee, along with any research/compilation fee, is not applied.*
2. Paper copies, B&W .25/page, Color .50/page
3. Plotted Maps: 11x17 is \$14.00 24x36 is \$36.00 36x54 is \$50.00
4. Photograph, \$14.00
5. Police Report, \$14.00
6. LDRs / Comp Plan, \$58.00
 - *This is for an entire copy of the LDRs (554 pages) or the Comp Plan (393 pages).*
 - *The cost of staff time and compilation is aggregated in this fee.*
7. Research / Compilation Services, \$15.50/hr.
 - *If a request takes less than 30 minutes, this charge, along with all others, is not applied.*
8. External Electronic Media (cd, usb, etc), \$14
 - *This fee is in lieu of any electronic document fee – i.e., a requestor, at their election, may have the request provided in this format versus an "electronic document" (PDF).*
 - *If a request takes less than 30 minutes, this fee, along with any research/compilation fee, is not applied.*
9. Postage / shipping, actual cost
10. Other special circumstances, actual cost

Crash reports for car accidents cost \$2.00.

V: Staff Suggestions to Improve Public Information Regarding Record Requests

Staff suggestions to increase and improve public information regarding public records:

1. **Crash Reports:** Add the cost of crash reports (which is the state accident report) to Town Clerk's web page and the Police Department web page (these are purchased from the state directly).
2. **Cost of Electronic Media:** Instead of using an average cost, the cost for electronic media could be set at *actual cost* (because cost of the actual media device fluctuates according to the type and size of the electronic media provided).
3. **Plotted Maps:** The current cost of plotted maps is the cost from 2002 adjusted for CPI. The cost for plotted maps can be set at the actual cost (this will now be the cost for third-party to produce the maps requested).
4. **Town Clerk's Webpage:** Suggested additions to the Clerk's webpage are
 - a. The notes set forth above in italics.
 - b. A statement that the public can come to the Town offices and view records that are on hand and that do not need redacting, review, or compilation at any time and at no cost.
 - c. A statement that email and phone requests for documents that are at hand will continue to be responded to immediately without the need to complete a records request form.
5. **Info-Graphic:** Staff will prepare and post an informational graphic titled '*Transparency at the Town of Jackson*' highlighting what is provided at no cost, that the Town only charges for items that take more than 30 minutes to process, and the list of the Town fees for records.

Town of Jackson

Public Records Request and Production Procedure

Effective January 2021

PUBLIC RECORDS REQUEST AND PRODUCTION PROCEDURE

PROCEDURE PURPOSE

The Town of Jackson is required to provide public records pursuant to the Wyoming Public Records Act ("WPRA"). According to the Wyoming Supreme Court:

The WPRA, like the [Freedom of Information Act], requires that disclosure generally prevail over secrecy. Implementation of that goal is provided by affording a liberal interpretation to the WPRA and construing its exceptions narrowly.

[This is c]onsistent with the WPRA's purpose to maintain a transparent and accountable government and an informed electorate

As is apparent from the Act's exemption provisions, however, the legislature also recognized that the disclosure of certain documents could be contrary to the public interest.¹

This Town procedure is in place to ensure the Town standardizes its receipt of public records requests and its internal routing and processing of such requests, thereby ensuring it produces and denies public records pursuant to the law. This includes acknowledging and answering timely, disclosing records (or parts thereof) when required or appropriate, and denying disclosure (whether in full or part) when required or appropriate.

¹ *Aland v. Mead*, 2014 WY 83, ¶¶ 12-14, 327 P.3d 752, 759 (Wyo. 2014).

PUBLIC RECORDS REQUEST AND PRODUCTION PROCEDURE

STANDARD PRODUCTION PROCEDURE

1. **Request Intake.** Requestors complete the Public Records Request Form electronically or otherwise and it is routed directly to the Town Clerk and the Legal Department Paralegal.
 - a. If a public records request is made by any member of the news media, the Town Clerk or the Legal Department Paralegal will make the Public Information Officer aware of the request.
2. **Internal Notice.** The day the request is received by the Town Clerk, the same forwards the request in electronic format (whether scanned or otherwise) to the Legal Department Paralegal, the Town Attorney, and the designated public records person for the appropriate department ("Record Coordinator").
 - a. The Record Coordinator for each Department and for records relevant to Joint Departments and Joint Powers Boards are:
 - Jackson Police Department – Lieutenant to the Chief of Police
 - Municipal Court – Municipal Court Clerk
 - Legal Department – Legal Department Paralegal
 - Planning & Building - Planning Office Manager
 - START – START Administrative Assistant
 - Information Technology – IT Director
 - Public Works – Public Works Administrative Assistant
 - Finance – Finance Manager
 - Town Council – Town Clerk
 - Joint Departments – Joint Departments are not Town departments; however, the Town possesses records relevant to them and is required to produce such records if they are requested. The Record Coordinator for any requests relevant to Joint Departments will be the Town Clerk.
 - Joint Powers Boards – Joint Powers Boards are not Town departments; however, the Town possesses records relevant to them and is required to produce such records if they are requested. The Record Coordinator for any requests relevant to Joint Powers Boards will be the Town Clerk.
 - b. Express Response: This Procedure recognizes that occasionally public records requests (i) are limited in scope, (ii) do *not* involve sensitive matters, and (iii) that all required parties can accomplish their tasks in less time than the prescribed maximums provided herein. Under such circumstances, all steps set forth in this procedure may be completed within a few days (or less) and, if so, the Acknowledgement Letter and Response Letter may be one and the same.
 - If fulfilling the request takes less than 30 minutes (combined staff time), there is no charge.

PUBLIC RECORDS REQUEST AND PRODUCTION PROCEDURE

- 3. Acknowledgment Letter.**² The Record Coordinator sends the Acknowledgment Letter to the requester and cc's the Town Clerk, the Legal Department Paralegal, and the Town Attorney (**Day 1**).³ The Acknowledgement Letter **must** be sent within 7 calendar days of the Town receiving the request and includes the following information and notices for the requestor:
- a. That the Town received the request and is hereby acknowledging receipt thereof pursuant to Wyo. Stat. Ann. § 16-4-202.
 - b. That the Town is following up on the request for records and anticipates providing a response either i) within 30 calendar days from the date of the Acknowledgment Letter or ii) that good cause exists preventing the release of records within the 30-calendar day period and that the records shall be released on a specified date mutually agreed to by the Town and the requestor.
 - c. If the public record exists primarily or solely in an electronic format, the Town must inform the person that the public record exists primarily or solely in an electronic format and the reasonable costs of producing a copy of the public record shall be borne by them, meaning the record will be provided after receipt of payment and that, should the fee be likely to exceed the maximum amount the requestor stated on the Public Records Request Form, the Town will contact them.
- 4. Request Calendared.** The day the Acknowledgment Letter is sent by the Record Coordinator (**Day 1**), the same calculates 30 calendar days from the date of the Acknowledgment Letter and issues a calendar invite to the Town Clerk, the Legal Department Paralegal, and the Town Attorney.
- 5. Request Clarification.** If a request needs to be clarified, the Legal Department Paralegal contacts the requestor to ask for clarification or confirm the Town's interpretation of the request. All contact with the requestor should be in writing that i) memorializes the clarification made, ii) sets a 5-calendar day deadline for the requestor to reject the memorialized clarification, and iii) states that, should no rejection be received by the prescribed date, the request will be fulfilled as clarified in the letter. If a phone call transpires, it must be memorialized in a follow up written communication documenting the same three abovementioned conditions.
- 6. Records Collection.** The Legal Department Paralegal works with the relevant Record Coordinator to collect and collate the records and, if necessary, works with the IT Department's Network Engineer to execute the appropriate electronic search(es) to identify responsive electronic records. Record collection and collation is complete within 7 calendar days (**Day 7**).

² See Acknowledgment Letter Template in Appendix B.

³ Internal Deadline Calculation System: The state law dictates that record requests are to be fulfilled, in most cases, within 30 days of the date the Town acknowledges receipt of the request (not the day the Town receives the request). As a result, "Day 1" for the internal Town deadlines sets forth in this procedure is the date the Town issues its Acknowledgment Letter to the requestor.

PUBLIC RECORDS REQUEST AND PRODUCTION PROCEDURE

- 7. Charges.**⁴ If the charge for the record request appears likely to exceed the maximum approved by the requestor on the Public Records Request Form, the Legal Department Paralegal contacts the requestor in writing, notifies them of the fact and an estimate of how much the request is projected to be, and obtains written permission to complete the request. If this communication is necessary, it is sent within 7 calendar days (**Day 7**) of the Acknowledgment Letter.
- 8. Production Preparation.** The Legal Department Paralegal provides a draft production packet to the Town Attorney for review within 15 calendar days (**Day 21**). The draft production packet includes:
- a. The Response Letter.⁵
 - b. The records to be produced, if any, including redactions as necessary. If redactions are included, note the statute applicable to each redaction.
 - c. The records that will be denied, if any. If denial, note the statute applicable to each denial.
 - d. A privilege log, if necessary (located within the Response Letter per the template).
 - e. The Legal Department Paralegal's assessment, if any, of legal issues with release / denial / privilege.
 - f. The final fee to be paid (located within the Response Letter per the template).
- 9. Town Attorney Review.** The Town Attorney reviews the draft Production Packet and approves the production or requires edits/changes to the production within 7 calendar days (**Day 28**).
- 10. Production Response Issuance.** Upon approval by the Town Attorney, the Legal Department Paralegal shall issue the Final Response with the following and in the following manner:
- a. The final, approved version of the production packet in PDF with an electronic signature appended and the PDF document locked (so it cannot be altered via Adobe without a password).
 - b. If the records are produced solely via email, the email shall be sent with a Read Receipt required and a "cc" shall be sent to the Town Clerk, the Town Attorney, the Record Coordinator and any other persons relevant to the request.
 - c. If the records are produced via hardcopy, the Legal Department Paralegal will retain a hardcopy of the Final Response.

⁴ Town of Jackson Public Records Fees are set forth in Resolution 21-08. These fees are updated annually and the most current version of the Town of Jackson Fee Schedule needs to be reviewed to determine the correct fee.

⁵ See Response Letter Template in Appendix D.

PUBLIC RECORDS REQUEST AND PRODUCTION PROCEDURE

JACKSON POLICE DEPARTMENT PRODUCTION PROCEDURE:

1. **Crash Reports:** Requests for and production of crash reports are handled and disseminated by the JPD Information Coordinator without Legal Department involvement, unless Legal Department assistance is affirmatively requested.
2. **Incident Reports:** JPD records are frequently, though not always, criminal in nature, sensitive, and involve the Teton County Prosecuting Attorney's Office. The process for intake and production shall thus be executed as follows:
 - a. Request Intake. The Town Clerk and the JPD Information Coordinator shall be the initial recipient of JPD Incident Report Record Requests.
 - If a public records request is made by any member of the news media, the Town Clerk or the Legal Department Paralegal will make the Public Information Officer aware of the request.
 - b. Internal Notice. The day the request is received by the JPD Information Coordinator, the same forwards the request in electronic format (whether scanned or otherwise) to the Lieutenant of Jackson Police Department, the Legal Department Paralegal, and the Town Attorney.
 - Express Response: This Procedure recognizes that occasionally public records requests (i) are limited in scope, (ii) do *not* involve sensitive matters, and (iii) that all required parties can accomplish their tasks in less time than the prescribed maximums provided herein (JPD Information Coordinator, Legal Department Paralegal, Chief Deputy of the Civil Division of the Teton County Attorney's Office, IT Network Engineer, Town Attorney, Lieutenant of Jackson Police Department, and Municipal Court Clerk). Under such circumstances, all steps set forth in this Procedure may be completed within a few days (or less) and, if so, the Acknowledgement Letter and Response Letter may be one and the same.
 - c. Acknowledgment Letter.⁶ The JPD Information Coordinator sends the Acknowledgment Letter to the requester and cc's the Lieutenant of Jackson Police Department, the Legal Department Paralegal, and the Town Attorney (**Day 1**). The Acknowledgment Letter **must** be sent within 7 calendar days of the Town receiving the request and includes the following information and notices for the requestor:
 - That the Town received the request and is hereby acknowledging receipt thereof pursuant to Wyo. Stat. Ann. § 16-4-202.
 - That the Town is following up on the request for records and anticipates providing a

⁶ See Acknowledgment Letter Template in Appendix B.

PUBLIC RECORDS REQUEST AND PRODUCTION PROCEDURE

response either **i)** within 30 calendar days from the date of the Acknowledgment Letter or **ii)** that good cause exists preventing the release of records within the 30-calendar day period and that the records shall be released on a specified date mutually agreed to by the Town and the requestor.

- If the public record exists primarily or solely in an electronic format, the Town must inform the person that the public record(s) exists primarily or solely in an electronic format and the reasonable costs of producing a copy of the public record shall be borne by them, meaning the record will be provided after receipt of payment and that, should the fee be likely to exceed the maximum amount the requestor stated on the Public Records Request Form, the Town will contact them.
- d. Request Calendared. The same day the Acknowledgment Letter is sent by the JPD Information Coordinator (**Day 1**), the same calculates 30 calendar days from the date of the request and issues a calendar invite to the Lieutenant of Jackson Police Department, the Legal Department Paralegal, and the Town Attorney.
- e. Request Clarification.⁷ If a request needs to be clarified, the JPD Information Coordinator contacts the requestor to ask for clarification or confirm the Town's interpretation of the request. All contact with the requestor should be in writing that **i)** memorializes the clarification made, **ii)** sets a 5-calendar day deadline for the requestor to reject the memorialized clarification, and **iii)** states that, should no rejection be received by the prescribed date, the request will be fulfilled as clarified in the letter. If a phone call transpires, it must be memorialized in a follow up written communication documenting the same three abovementioned conditions.
- f. Contact with Teton County Attorney's Office. The same day the Acknowledgment Letter is sent by the JPD Information Coordinator (**Day 1**), the Legal Department Paralegal sends the request, without comment, to the Chief Deputy of the Civil Division.
- g. Records Collection. The JPD Information Coordinator collects and collates the records and, if necessary, works with the IT Department's Network Engineer to execute the appropriate electronic search(es) to identify responsive electronic records. Record collection and collation is complete within 7 calendar days (**Day 7**).
- h. Charges.⁸ If the charge for the record request appears likely to exceed the maximum approved by the requestor on the Public Records Request Form, the JPD Information Coordinator contacts the requestor in writing, notifies them of the fact and an estimate of how much the request is projected

⁷ See Request Modification Letter Template in Appendix C.

⁸ Town of Jackson Public Records Fees are set forth in Resolution 21-08. These fees are updated annually and the most current version of the Town of Jackson Fee Schedule needs to be reviewed to determine the correct fee.

PUBLIC RECORDS REQUEST AND PRODUCTION PROCEDURE

to be, and obtains written permission to complete the request. If this communication is necessary, it is sent within 7 calendar days (**Day 7**).

- i. Transmission to Legal Department. The JPD Information Coordinator transmits all responsive materials collected and collated to the Legal Department Paralegal within 7 calendar days (**Day 7**).
- j. Production Preparation. The Legal Department Paralegal, in coordination with the JPD Information Coordinator, Victim Services and the Lieutenant of Jackson Police Department as appropriate, provides a draft production packet to the Town Attorney and the Lieutenant of Jackson Police Department for review within 15 calendar days (**Day 21**). The draft production packet, located in the Legal Department e-file, includes:

- The Response Letter.⁹
- The records to be produced, if any, including redactions as necessary. If redactions are included, note the statute applicable to each redaction.
- The records that will be denied, if any. If denial, note the statute applicable to each denial.
- A privilege log, if necessary (located within the Response Letter per the template).
- The Legal Department Paralegal's assessment, if any, of legal issues with release / denial / privilege.
- The final fee to be paid (located within the Response Letter per the template).

3. **Town Attorney Review**. The Town Attorney and the Lieutenant of Jackson Police Department each review the draft Production Packet and approve the production or require edits/changes to the production within 7 calendar days (**Day 28**).

4. **Production Response Issuance**. Upon approval by the Town Attorney and the Lieutenant of Jackson Police Department, the Legal Department Paralegal shall issue the Final Response with the following and in the following manner:

- a. The final, approved version of the production packet in PDF with an electronic signature appended and the PDF document locked (so it cannot be altered via Adobe without a password).
- b. If the records are produced solely via email, the email shall be sent with a Read Receipt required and a "cc" shall be sent to the Town Clerk, the Town Attorney, the Lieutenant of Jackson Police Department, the Chief Deputy of the Civil Division of the Teton County Prosecuting Attorney's Office, the JPD Information Coordinator and any other persons relevant to the request.
- c. If the records are produced via hardcopy, the Legal Department Paralegal will retain a hardcopy of the Final Response.

⁹ See Response Letter Template in Appendix D.

PUBLIC RECORDS REQUEST AND PRODUCTION PROCEDURE

APPENDIX A

General Information Public Records Requests

1. **How Requested** — Public records requests must be made to a designated public records person – which is the Town Clerk – in writing (either e-mail, fax, or hand-written document) on the Town of Jackson public records request form.
2. **Record Availability** – Pursuant to Wyo. Stat. Ann. § 16-4-202 “[a]ll public records shall be open for inspection by any person at reasonable times, during business hours of the governmental entity, except as provided in this act or as otherwise provided by law, but the governmental entity may make rules and regulations with reference to the inspection of the records as is reasonably necessary for the protection of the records and the prevention of unnecessary interference with the regular discharge of the duties of the governmental entity. All applications for public records shall be made to the designated public records person.”
3. **Record Compilation, Data Extraction, Document Creation Not Required** — Wyo. Stat. Ann. § 16-4-203(d)(iii) provides that the Town “shall not be required to compile data, extract data or create a new document to comply with an electronic record request.”
4. **Forward to Correct Responder** — If a request is routed to an inappropriate Record Coordinator, the recipient should forward the request immediately the same day to the appropriate Record Coordinator. Delays resulting from passing record requests among staff could result in late responses and, should there be litigation, sanctions by a court against the Town.
5. **Media Requests** — Wyo. Stat. Ann. § 16-4-203(c) dictates that “[i]f the right of inspection of any [public] record . . . is allowed to any officer or employee of any newspaper, radio station, television station or other person or agency in the business of public dissemination of news or current events, it may be allowed to all news media.”
6. **Record Production Deadline** — Wyo. Stat. Ann. § 16-4-202 requires either that the i) records shall be released not later than 30 calendar days from the date of the acknowledged receipt of the request or ii) that good cause exists preventing release within the 30 calendar-day period and that the records shall be released on a specified date mutually agreed to by the requestor.
7. **Electronic records** — If a public record exists primarily or solely in an electronic format, the custodian of the record shall so inform the requester. Wyo. Stat. Ann. § 16-4-203(d).
8. **Electronic Record Formatting** — Wyo. Stat. Ann. § 16-4-203(d)(ii) states that the Town “shall provide an electronic record, if requested, in alternative electronic file types unless doing so is impractical or impossible.”
9. **Compromise of Electronic Records and Software** - Wyo. Stat. Ann. § 16-4-202(d)(iv) provides that the Town “shall not be required to allow inspection or copying of a record in its electronic format if doing so would jeopardize or compromise the security or integrity of the original record or of any proprietary software in

PUBLIC RECORDS REQUEST AND PRODUCTION PROCEDURE

which it is maintained.

10. **Costs for Public Records** — Wyoming state law regulates fees for public records and the Town has sets forth its fees for public records via annual resolution. Town of Jackson Public Records Fees are set forth in Resolution 21-08. These fees are updated annually and the most current version of the Town of Jackson Fee Schedule needs to be reviewed to determine the correct fee.

PUBLIC RECORDS REQUEST AND PRODUCTION PROCEDURE

APPENDIX B

Acknowledgment Letter

Insert Full Requestor Name

Insert Address

Insert Email

Via email only in PDF with Read Receipt requested

Insert Date

Dear Insert Appropriate Requestor Honorific Last Name,

As required by Wyoming Statute §16-4-202, this letter is the acknowledgment of your request for access to public records, which was received by this office on Insert Date Request Received. You specifically requested the following:

Insert Restate the Request in Quotes

(copy attached).

The Town is following up on your request for these records and anticipates providing a response Insert on or before the DATE that is thirty (30) days from the date of this Acknowledgment Letter **or** insert good cause exists preventing a response within the 30-calendar day period and, therefore, pursuant to Wyoming Statute §16-4-202, we need to discuss and determine a specified date mutually agreeably to you and the Town. I am available by either phone or email and look forward to discussing this date with you..

Pursuant to Wyoming Statute §16-4-202, I am required to inform you that the public record(s) exist primarily or solely in an electronic format. As such, you are responsible for the reasonable costs of producing a copy of the public record(s) and any responsive record(s) will be provided after receipt of payment. Please note, should the fee be likely to exceed the maximum amount you stated on the Public Records Request Form, the Town will contact you.

If you have any questions, please do not hesitate to contact our office.

Thank you,

PUBLIC RECORDS REQUEST AND PRODUCTION PROCEDURE

Insert Appropriate Signature Block

CC: Lea Colasuonno, Town Attorney
Sandra P. Birdyshaw, Town Clerk
Insert Others as Appropriate

PUBLIC RECORDS REQUEST AND PRODUCTION PROCEDURE

APPENDIX C

Request Modification Letter

Insert Full Requestor Name

Insert Address

Insert Email

Via email only in PDF with Read Receipt requested

Insert Date

Dear Insert Appropriate Requestor Honorific Last Name,

This letter is to clarify your request for access to public records, which was received by this office on Insert Date Request Received. You specifically requested the following:

Insert Restate the Request in Quotes

(copy attached).

If a verbal conversation took place use the following:

I contacted you regarding this records request on *[state the date of the previous verbal communication]*. I am following up on that conversation to memorialize the clarification of your records request we discussed.

Your request stated "*[quote from the request]*." Because *[state the reason there is a lack of clarity, modification required, etc]*, you stated during our conversation that your request for records should be modified as follows:

- *[state the clarification, modification, etc]*.

If there was no phone call and this letter is the first communication regarding the modification use the following:

Your request stated "*[quote from the request]*." Because *[state the reason there is a lack of clarity, modification required, etc]*, I am interpreting this request to be modified as follows:

- *[state the clarification, modification, etc]*.

PUBLIC RECORDS REQUEST AND PRODUCTION PROCEDURE

The Town will produce records consistent with this modification of your request.

If this modification to your request is inaccurate, contact me by *Insert 5 calendar days from the date of this letter* with corrected information and details for your request. If I do not receive a response by *Insert 5 calendar days from the date of this letter, restating the date.*, I will provide records consistent with the modification of the request detailed herein.

If you have any questions, please do not hesitate to contact our office.

Thank you,

Mary Mittler

Town of Jackson

Paralegal

Phone: 307.734.3498

Fax: 307.734.7068

Email: mmittler@jacksonwy.gov

CC: Lea Colasuonno, Town Attorney

Sandra P. Birdyshaw, Town Clerk

Insert Others as Appropriate

PUBLIC RECORDS REQUEST AND PRODUCTION PROCEDURE

APPENDIX D

Response Letter

Insert Full Requestor Name

Insert Address

Insert Email

Via email only in PDF with Read Receipt requested

Insert Date

Dear Insert Appropriate Requestor Honorific Last Name,

This letter is in response to your request for access to public records, which was received by this office on Insert Date Request Received. You specifically requested the following:

Insert Date Request Received

(copy attached).

Insert as appropriate:

Enclosed please find the following responsive document(s):

-

The following have not been produced pursuant to the attorney-client privilege doctrine:

From	To	Subject Matter	Date

PUBLIC RECORDS REQUEST AND PRODUCTION PROCEDURE

If any records are being denied, include the following and repeat as many times as needed to state all statutes that form the basis for denial of one or more of the records:

The records are being denied pursuant to WYO. STAT. ANN. § XXXXX, which states “[quote the statute].”

The fee for the records is \$ Insert the fee amount.. You may pay this fee by Insert how to pay fee.. Once the fee is paid, the records will be provided to you.

If you have any questions, please do not hesitate to contact our office.

Thank you,

Mary Mittler

Town of Jackson

Paralegal

Phone: 307.734.3498

Fax: 307.734.7068

Email: mmittler@jacksonwy.gov

CC: Lea Colasuonno, Town Attorney
Sandra P. Birdyshaw, Town Clerk
Insert Others as Appropriate