

Jackson Town Council Regular Meeting

October 4, 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/83406673962?pwd=dnV1cXBON2ZYTkhUZTJNYVF5bGgvQT09>

If the link does not work, join at zoom.com with Webinar ID **834 0667 3962** Password: **83001**

or join by phone **1.253.215.8782** with Webinar ID **834 0667 3962** and Passcode **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations
 - 1. Introduce Zackary Edwards, Street Operator
 - 2. Proclamation Recognizing October 2021 as Domestic Violence Awareness Month

III. PUBLIC COMMENT

This section is reserved for comments from the public on items that are not otherwise included in this agenda. Public comment is limited to 3 minutes. As a general practice, the Council does not discuss, debate, or take action on issues raised or comments made under public comment. Council may refer items to staff for follow-up. If you would like to communicate with the Council during the meeting, please address them during open public comment, when public comment is called for on a specific item or send an email to Council@jacksonwy.gov.

IV. CONSENT CALENDAR

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

- A. Meeting Minutes
 - 1. September 20, 2021 workshop
 - 2. September 20, 2021 regular meeting
 - 3. September 27, 2021 special meeting / retreat
- B. Disbursements
- C. August Municipal Court Report
- D. P21-216 Temporary Sign Permit Habitat
- E. P21-226 Temporary Sign Permit TCSAR
- F. P21-156 Indian Springs Sewer Connection Request
- G. Relocation of TOJ Easement Across Snow King Mountain Resort
- H. Contract Approval Wastewater Treatment Plant Technical Review
- I. START Bus Surplus Disposal

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.

- J. Housing Trust Partial Waiver of First Rights for Specific Project

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

- A. Administration
 - 1. Rodeo Concession Agreement (Roxanne Robinson)
- B. Planning and Building
 - 1. 90 Day Stay of Demolition 165 N. Glenwood (Kelly Sluder)

VI. ORDINANCES

- A. **Ordinance O:** Text Amendment to the LDRs for the NL-5 Zoning Districts (presented for second reading, Tyler Valentine)

VII. MATTERS FROM MAYOR AND COUNCIL

- A. Board and Commission Reports

VIII. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

IX. ADJOURN

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

Proclamation
Recognizing October 2021 as
Domestic Violence Awareness Month

WHEREAS, every person in America has the right to live free from violence in their homes, neighborhoods, and communities, and domestic violence is a serious crime that affects all individuals—adults and children—disrupts communities, destroys relationships and families; and

WHEREAS, violence against predominantly women and children continues to become more prevalent as a social problem, the problems of domestic violence are not confined to any one group of people but crosses all gender identities, economic, racial, and societal barriers; and violates an individual’s dignity, security, and humanity, due to systematic use of physical, emotional, sexual, psychological, and economic control and / or abuse; and

WHEREAS, the U.S. Department of Justice estimates that **one million women** are victimized by domestic violence each year, with less than half of all such crimes actually thought to be reported; and

WHEREAS, in a single day in 2020, 280 victims of domestic violence were served in Wyoming. 116 adult and child victims of domestic violence found refuge in emergency shelters, transitional housing, or other housing provided by local domestic violence programs. 164 adult and child victims received non-residential assistance and services, including counseling, legal advocacy, children’s support groups, and more. In the same 4 hours, 108 hotline calls took place across the state.

WHEREAS, Teton County Victim Services, The Community Safety Network, the Wyoming Division of Victim Services and the Wyoming Coalition Against Domestic Violence & Sexual Assault encourages community leaders, co-workers, friends and loved ones to take a personal pledge to end domestic violence.

NOW, THEREFORE, I, Arne Jorgensen, V i c e Mayor, do hereby proclaim October 2021 as **Domestic Violence Awareness Month** and encourage us all to be part of the solution by pledging to never commit, condone or remain silent about violence.

DATED THIS 4TH DAY OF OCTOBER, 2021.

Town of Jackson

Arne Jorgensen, Vice Mayor

ATTEST:

Lynsey Lenamond, Town Clerk

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

September 20, 2021

JACKSON, WYOMING

The Jackson Town Council met in a regular workshop session at 3:00 P.M. This meeting was held 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, Jonathan Schechter, and Jessica Sell Chambers. Jim Rooks was absent.

STAFF: Larry Pardee, Lea Colasuonno, Tyler Sinclair, Roxanne Robinson, Susan Scarlata, Darren Brugmann, Michelle Weber, Logan Probst, Kelly Sluder, Paul Anthony, and Lynsey Lenamond.

Mayor Morton Levinson introduced new employee Michael Matise.

Director Updates. Darren Brugmann, Lea Colasuonno, Roxanne Robinson, and Michelle Weber provided department updates.

Title 15 Buildings and Construction Code Update. Tyler Sinclair and Kelly Sluder made staff comment. Council held discussion with staff. Item 1. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to direct staff to revise the Contractor Licensing portion of Title 15 Buildings and Construction of the Jackson Municipal Code consistent with Alternative 2 described in this staff report, incorporating any changes thereto discussed today. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried. Item 2. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to direct staff to revise Titles 5 and 15 of the Jackson Municipal Code and to bring back a full revised draft thereof at a future meeting 1) with the policy changes as presented in the June 21 staff report, and as directed today, including any further minor amendments identified by staff and incorporating any changes thereto discussed on June 21 and today and 2) with a full update to the Titles for technical matters as identified by staff. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried.

Early Childhood Education. Susan Scarlata and Larry Pardee made staff comment. Council held discussion with staff.

Adjourn. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to adjourn. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried. The meeting adjourned at 4:04 p.m.

TOWN OF JACKSON

ATTEST:

Lynsey Lenamond, Town Clerk
minutes:ll

Publish JH News & Guide: September 29, 2021

Mayor Hailey Morton Levinson

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

September 20, 2021

JACKSON, WYOMING

The Jackson Town Council met in a regular session at 6:00 P.M. This meeting was held 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, Jonathan Schechter, and Jessica Sell Chambers. Jim Rooks was absent.

STAFF: Larry Pardee, Lea Colasuonno, Tyler Sinclair, Roxanne, Robinson, Brian Lenz, Brian Schilling, April Norton, Johnny Ziem, Paul Anthony, Kelly Sluder, Michelle Weber, Darren Brugmann, Tyler Valentine, and Lynsey Lenamond.

The Mayor announced that Jim Rooks was absent due to a medical issue. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to excuse Jim Rooks' absence from the meeting. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried.

Mayor Morton Levinson led those in attendance in the Pledge of Allegiance and introduced new employees Hanna Sjoberg and Jon Gillings.

Public Comment. William Schwartz and Nick Orthmann made public comment.

Consent Calendar. A motion was made by Jessuca Sell Chambers and seconded by Arne Jorgensen to approve the consent calendar including items A-C as presented with the following motions. William Schwartz made public comment.

A. Meeting Minutes. To approve the meeting minutes as presented for the September 7, 2021 regular meeting and September 13, 2021 special workshop.

B. Disbursements. To approve disbursements as presented. 842 \$192.00, Ace Hardware \$137.08, Advanced Concrete Solutions \$14000.00, Aflac \$2501.18, Alphagraphics \$116.44, Amazon \$519.95, American Public Works \$1140.00, Apex Sage \$4364.10, David Baker \$17.83, Big R \$361.43, Bison Lumber \$25.16, Blue Spruce Cleaners \$507.24, BMV \$64.22, Eric Briggs \$552.30, James Bristol \$292.00, Carquest \$49.00, Caselle \$1744.00, City of Driggs \$1541.62, CMI-Teco \$88.21, Community Entry Services \$15375.00, Community Safety Network \$14093.75, Control System Technology \$3516.25, Convergeone \$11873.88, Core & Main \$2695.32, Cultivate \$3062.50, Curran-Seeley \$14225.50, Delta Dental \$7414.80, Diamond Vogal \$247.75, Robert Ditzkoff \$6000.00, Division of Victim Services \$300.00, DPC Industries \$2280.45, ER Office \$315.56, Ecor \$482.09, Energy Laboratories \$788.00, Evans Construction \$171982.73, Evolution Concrete \$900.00, Ferguson Enterprises \$16.45, Fire Services of Idaho \$360.00, Todd Fitzgerald \$9722.00, Flat Creek WID \$12000.00, Fleetpride \$564.72, Fortress Home Improvement \$4880.00, Kyle Foster \$100.00, Freedom Mailing \$3664.58, Friends of Pathways \$7816.00, Gillig \$670.28, Green By Black \$250.00, Greenwood Mapping \$1530.00, High Country Linen \$813.88, Eric Hiltbrunner \$40.00, Hirst Applegate \$5991.57, Mary Hurst \$60.0, Idaho State Tax \$3410.00, Idaho Traffic Safety \$1637.00, Interstate Battery \$846.75, Jackson Animal Hospital \$1394.89, Jackson Curbside \$63.35, Jackson Hole Children's Museum \$3920.00, Jackson Hole Community Counsel \$26500.00, Jackson Hole News & Guide \$7291.10, Jackson Hole Security \$500.00, Jackson Lumber \$106.74, Jorgensen Associates \$41582.21, Lepco \$343.00, Lincoln National Life \$111.40, Lower Valley Energy \$41054.90, Michael Matise \$100.00, Metroquip \$488.88, Miller Sanitation \$280.00, Mobility Forefront \$35000.00, Modern Lighting/Electric \$413.60, Mountain Electrical \$6122.21, Mountainland Supply \$5163.51, Napa \$4530.12, Nelson Engineering \$5074.50, Newman Traffic Signs \$1012.83, One Call of Wyoming \$247.25, O'Ryan Cleaners \$126.15, Premier Truck \$875.96, Prothman \$6833.34, Joshua Rae \$13500.00, Rendezvous Engineering \$465.00, Rhinehart Oil \$29199.34, Jan Roberts \$127.72, Ross Concrete \$4860.00, Rui Inc \$794.62, Safety Kleen \$289.23, Schaeffer Mfg \$139.12, Senior Center of Jackson \$47.00, Shell Equipment \$3796.52, Silver Creek Supply \$198.72, Jarrett Smits \$110.00, Snake River Roasting \$127.84, Spring Creek Animal Hospital \$339.10, Standard Insurance \$15269.21, Teton County Clerk \$321125.13, Teton County Sheriff \$936.00, Teton County Special Fire \$64548.62, Teton County Fund 10 \$49056.10, Teton County Fund 13 \$2341.32, Teton County Fund 19 \$252.00, Teton Motors \$113.67, Teton Trash Removal \$96.00, The Children's Learning Center \$29252.75, Thermo King \$609.03, Thomson West \$893.85, USPS \$1000.00, Valley West Engineering \$19057.50, Virginian Lodge \$327.00, VSP \$1657.56, Wamco Lab \$550.00, Westbank Sanitation \$109.25, Western States \$227817.38, Westwood Curtis \$81212.66, White Glove Cleaning \$7915.01, Wrench It Plumbing \$166.99, WY Child Support \$146.76, Wy Workers Compensation \$7366.35, Wyoming Financial \$36.00, Wyoming Law Enforcement \$90.00, Wyoming Retirement System \$116446.84, Wy-Test \$1920.00, Xerox Corp \$37.75, Y2 Consultants \$5209.25, Yellow Iron Excavation \$1825.00

C. Snow King Ballpark Sewer Replacement. To direct the Town Attorney and Town Engineer to draft a contract for Westwood Curtis Construction of Jackson Wyoming in an amount not to exceed \$35,000.00 for the Snow King Ballpark Sewer Replacement Project and authorize the mayor to execute said contract.

The vote showed 4-0 in favor and the motion carried.

P21-009 Sewer Connect 1935 N. Hwy 89. Brian Lenz made staff comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to 1) approve Flat Creek Inn and Elk Refuge Inn'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 draft a Sewer Service Connection and Use Agreement for Flat Creek Inn and Elk Refuge

Inn and present the Agreement to Council for consideration at a future Council Meeting. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried.

90 Day Stay of Demolition Permit 165 N. Glenwood. Tyler Sinclair, Kelly Sluder, and Lea Colasuonno made staff comment. Council held discussion with staff. Nick Orthmann spoke on behalf of the applicant. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to continue this item to the October 4 regular meeting. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried.

P21-220 Temporary Sign Permit CLIMB Wyoming. Paul Anthony made staff comment. Council held discussion with staff. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve the temporary banner in conjunction with Climb Wyoming subject to three (3) conditions of approval: 1. The use of site shall be granted by the property owner. 2. The sign shall not be located on the sidewalks or in the public right of way. 3. The sign is approved for the following locations: 100 E. Snow King, Phil Baux Park during: September 21 – October 3. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried.

Council recessed at 7:14 p.m. and reconvened at 7:19 p.m.

400 West Snow King Avenue Community Development Block Grant. April Norton and Lea Colasuonno made staff comment. Council held discussion with staff. Mayor Morton Levinson opened a public hearing. There was no public comment. Mayor Morton Levinson closed the public hearing.

Item P21-150 Final Plat 1085 W. Hwy 22. Katelyn Page made staff comment. Gary Silberberg made public comment. Based upon the findings as presented in the staff report and as made by the applicant for Item P21-150, a motion was made by Jonathan Schechter and seconded by Arne Jorgensen to make findings 1-4 as set forth in Section 8.5.4.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 8.5.4. 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 Metro Plateau Third Addition to the Town of Jackson for the property addressed at 1085 W. Highway 22 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 in the 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. 3. The HOA Lien – Exception 11 (Instrument 0974591) – shall be resolved prior to the recordation of the plat. Mayor Morton Levinson called for the vote. The vote showed 4-0 and the motion carried.

Solar Mural Project for Budge Pumphouse. Johnny Ziem made staff comment. Council held discussion with staff. Candra Day made comment on behalf of the applicant. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve the Land Art Solar Mural electric solar system concept to be located on the Budge Pump House located at 625 W Broadway Avenue and direct staff to bring the final design concept back to Council for review. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried.

Resolution 21-26: A RESOLUTION SUPPORTING THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO AND FOR THE FLAT CREEK APARTMENTS

WHEREAS, Flat Creek Apartments, LLC, a to-be-created Wyoming limited liability company (the “Owner”), desires to develop, construct, own and operate a multifamily affordable housing project to be located in the Town of Jackson, Wyoming (the “Town of Jackson”) (the “Project”);

WHEREAS, the Project will provide affordable housing units to low-income families targeting individuals with incomes at 30-60% of the Average Median Income (“AMI”) for the Town of Jackson, Wyoming;

WHEREAS, the Project will provide a public benefit by: (1) meeting a community housing need; (2) increasing the affordable housing stock in the Town of Jackson; and (3) providing additional economic development for the community;

WHEREAS, the Owner intends to finance the Project, in part, with an allocation of Low-Income Housing Tax Credits from the State of Wyoming through the Wyoming Community Development Authority (“WCDA”);

WHEREAS, to further facilitate the development, construction, and operations of the Project, the Owner is requesting that the Town of Jackson apply for certain Community Development Block

Grant (“CDBG”) Funds from the WCDA. The Town of Jackson will then contribute the CDBG Funds to the Owner, either directly or through the Jackson/Teton County Housing Authority, to be used in furtherance of the Project;

WHEREAS, specifically the Owner has requested that the Town of Jackson apply for the following CDBG Funds from WCDA, with the corresponding matching funds from the Town of Jackson:

1. General CDBG Funds in the amount of Five Hundred Thousand Dollars (\$500,000.00) with Five Hundred Thousand (\$500,000.00) from the Town of Jackson to match the CDBG funds of Five Hundred Thousand Dollars (\$500,000.00).
2. Community Block Development Block Grant CARES Act (“CDBG-CA”) Funds in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) with Five Hundred Thousand Dollars (\$500,000.00) from the Town of Jackson to match the CDBG-CA funds of Seven Hundred Fifty Thousand Dollars (\$750,000.00).

WHEREAS, the Town of Jackson nor the Jackson/Teton County Housing Authority will be held responsible in the case the Project has certain cost overruns and all cost overruns are the sole responsibility of the Owner.

WHEREAS, the Owner has identified to the Town of Jackson that in the case the Project has certain cost overruns, the Owner could access multiple sources of funds to address the cost overruns, including: (1) construction contingencies; (2) the deferred developer fee as permitted under the Low-Income Housing Tax Credit rules; and (3) additional debt financing sources that are available to the Owner and the Project.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, having duly met on September 20, 2021, at a Regular Town Council Meeting, properly noticed and open to the public, and having fully considered the matter at hand, and having held a public meeting thereon, that:

1. The Project provides a Public Benefit to the Town of Jackson in that it provides needed affordable housing to low-income individuals residing in the Town of Jackson, as well as additional economic development for the Town of Jackson; and
2. The Town Council of the Town of Jackson, does hereby support the Owner’s request to submit applications for CDBG and CDBG-CA funds by the Town of Jackson to WCDA.

PASSED, APPROVED AND ADOPTED this 20th day of September, 2021.

A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve Resolution 21-26 and authorize the Mayor to execute it and further to direct staff to review and provide approval for the final Community Development Block Grant applications prior to final submission to the Wyoming Community Development Authority. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried.

Ordinances. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to read ordinances in short title. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried.

Ordinance O: AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1214 AND 1221 AND SECTIONS 2.2.6 AND 6.1.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING ALLOWED USES IN THE NEIGHBORHOOD LOW DENSITY-5 (NL-5) ZONING DISTRICT.

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 Jonathan Schechter to approve Ordinance O on first reading. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried.

Matters from Mayor and Council. The Mayor announced that Town meetings will be held virtually through October. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to authorize travel costs for any councilmember desiring to attend the CAST meeting in Park City, UT. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried. Council discussed the Teton Conservation District and the Center for the Arts. Council discussed councilmember absences at meetings. A motion was made by Jessica Sell Chambers and seconded by Mayor Morton Levinson to direct staff to establish a required framework, to address such situations in the future and present the framework, as deemed appropriate by staff and the Town Attorney, to the Town Council on October 18th. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried. Council discussed EBike safety. Brian Schilling, Lea Colasuonno, and Michelle Weber made staff comment. A motion was made by Jessica Sell Chambers and seconded by Mayor Morton Levinson to direct staff to present the following at a meeting by January 31, 2022: Recommendations for implementing speed limits on pathways within the Town of Jackson city limits; and

Recommendations for putting up new signage regarding speed and safety on pathways within the Town of Jackson city limits; and Recommendations for additional measures to address public safety and e-bikes and bikes on pathways. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried.

Town Manager’s Report. Larry Pardee and Lynsey Lenamond made staff comment. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to accept the Town Manager’s Report into the public record. The Town Manager’s report included information on an update on Available Liquor Licenses and Winter Season START Transit Operator and Season Bonuses. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to adjourn. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried. The meeting adjourned at 8:26 p.m.

TOWN OF JACKSON

ATTEST:

Mayor Hailey Morton Levinson

Lynsey Lenamond, Town Clerk
minutes:ll
Publish JH News & Guide: September 29, 2021

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

September 27, 2021

JACKSON, WYOMING

The Jackson Town Council met in special session for a retreat held virtually through the Zoom platform at 8:32 a.m. Upon roll call the following were found to be present:

MAYOR: Hailey Morton Levinson

COUNCIL: Jonathan Schechter, Jim Rooks, and Jessica Sell Chambers. Arne Jorgensen joined at 8:36 a.m.

FACILITATOR: Heather Bergman with Peak Facilitation Group.

STAFF: Larry Pardee, Roxanne Robinson, Tyler Sinclair, Susan Scarlata, Lea Colasuonno, Michelle Weber, Darren Brugmann, Paul Anthony, Johnny Ziem, Michael Palazzolo, April Norton, and Lynsey Lenamond.

Welcome/Agenda Overview. Heather Bergman reviewed the agenda and the purpose of various agenda items listed.

Icebreaker: Visions of Democracy. Heather Bergman facilitated discussion amongst the Council. The Council discussed their role as the Town Council as a group and how they view their individual roles as elected officials. Council also discussed the reasons why they ran for office.

Council Priorities: Tools and Processes. Larry Pardee and Council discussed a new work items tracking tool, the process for adapting priorities to address emergent items, and the process for getting items on the Council agenda. Roxanne Robinson made staff comment.

The Council recessed at 10:43 a.m. and reconvened at 11:02 a.m.

Emergenetics Review and Application. Heather Bergman reviewed Emergenetics and each Councilmember's profile. Council discussed how they think Council is communicating effectively and where there is room for improvement.

The Path Forward. Heather Bergman facilitated discussion with Council on what they learned from the retreat and what they find encouraging for the future.

Adjourn. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to adjourn the meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 12:24 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Lynsey Lenamond, Town Clerk

minutes: ll

Published JH News & Guide: October 6, 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
51	ACE HARDWARE	172582	ALL-PRO P/W STRIP SET, FRT	09/07/2021	608.00	.00	
51	ACE HARDWARE	736783	pOWER INVERTER BLK, CLAMP	04/29/2021	79.97	.00	
51	ACE HARDWARE	737758	HOSE COUPLER	05/06/2021	8.99	.00	
51	ACE HARDWARE	739674	PRO 1/4 GAL CAULK GUN	05/20/2021	17.99	.00	
51	ACE HARDWARE	740266	ANT AND ROACH KILLER, PADL	05/24/2021	18.97	.00	
51	ACE HARDWARE	740360	BYPASS LOPPER GEL, TROWE	05/25/2021	58.97	.00	
51	ACE HARDWARE	742810	50 PC 18" NATURAL	06/11/2021	15.89	.00	
51	ACE HARDWARE	744966	LADDER	06/27/2021	48.98	.00	
51	ACE HARDWARE	746928	ADAPTER HOSE POLY Y W/OF	07/12/2021	8.99	.00	
51	ACE HARDWARE	747264	TAPE TEFLON	07/14/2021	12.53	.00	
51	ACE HARDWARE	751636	HX BOLTS USS Z 3/8X3, 3/8-16	08/20/2021	8.76	.00	
51	ACE HARDWARE	751682	WIRE CLOTHS	08/20/2021	9.99	.00	
51	ACE HARDWARE	751888	CONDUIT PVC. COUPLE PVC	08/23/2021	16.78	.00	
51	ACE HARDWARE	752967	VLV BALL 1" THREAD EDLF	09/01/2021	34.99	.00	
51	ACE HARDWARE	753199	CAULK BIG STRTCH, SMS PH S	09/03/2021	46.57	.00	
51	ACE HARDWARE	753218	MAXFIT SEC BIT SET TX 7P	09/03/2021	11.99	.00	
51	ACE HARDWARE	753592	CLAMP PLSTC WHT, 6X1 DECK	09/07/2021	10.37	.00	
51	ACE HARDWARE	753714	HAMMER RIP FIB ACE, PADLOC	09/08/2021	62.46	.00	
51	ACE HARDWARE	753744	9X3 INT SABER TORX 5#	09/08/2021	34.99	.00	
51	ACE HARDWARE	753749	PIPE CAP 3/8" BRASS LF	09/08/2021	5.49	.00	
51	ACE HARDWARE	753788	ELVO 90 DEG, NIPPLE	09/09/2021	17.45	.00	
51	ACE HARDWARE	753862	CAULK SILCN CLR GE	09/09/2021	7.49	.00	
51	ACE HARDWARE	753874	GORILLA TAPE, HI VIS TAPE	09/10/2021	38.97	.00	
51	ACE HARDWARE	754047	HEXKEY COMBO SET, PREC SC	09/11/2021	59.98	.00	
51	ACE HARDWARE	754243	STRAINER PAINT	09/13/2021	10.98	.00	
51	ACE HARDWARE	754329	HX LAG SCR	09/14/2021	3.60	.00	
51	ACE HARDWARE	754353	CAULK SILCN CLR, SMK &CO A	09/14/2021	123.97	.00	
51	ACE HARDWARE	754411	BATTERY	09/15/2021	9.99	.00	
51	ACE HARDWARE	754637	BLADE SAW	09/16/2021	29.99	.00	
51	ACE HARDWARE	754690	pAIL PAINT ACE, PAIL LID, LACQ	09/17/2021	37.47	.00	
51	ACE HARDWARE	754762	SELF TPG ROOF SCREW	09/17/2021	15.98	.00	
51	ACE HARDWARE	755168	SPLY WASH MACHIN	09/21/2021	33.98	.00	
51	ACE HARDWARE	755385	pWR STRIP, TAPE ELE, UTILITY,	09/23/2021	54.95	.00	
51	ACE HARDWARE	755467	BATT OP SMK ALRM	09/23/2021	59.96	.00	
51	ACE HARDWARE	755468	ACE LED, SHELF SUPPORT, CO	09/23/2021	19.45	.00	
51	ACE HARDWARE	755471	COVER BOX DUPLEX RETURN,	09/23/2021	.59	.00	
51	ACE HARDWARE	755570	BALLFP FLARE NUT	09/24/2021	44.93	.00	
51	ACE HARDWARE	755738	pAINT TRY DEEP	09/27/2021	13.97	.00	
Total 51:					1,705.37	.00	
6861	ADVANCED NETWORK MANAG	BD0031947	SAS EXPANSION	08/31/2021	18,683.16	.00	
Total 6861:					18,683.16	.00	
4730	ADVANCED PUMP & EQUIPMEN	INVAPE11876	2 WIRE SEAL PROBE, DRYING	09/15/2021	484.76	.00	
Total 4730:					484.76	.00	
5726	AMAZON	16V7-T3HH-7L	DRYER HEATER ELEMENT REP	09/08/2021	27.27	.00	
5726	AMAZON	177R-7Y39-GL	ZURN AQUA VANTAGE URINAL	09/04/2021	60.06	.00	
5726	AMAZON	17WR-DGVQ-1	AMAZON BASIC 8 PACK LITHIU	09/23/2021	25.20	.00	
5726	AMAZON	1CYG-HD1T-P	ANNUAL VEHICLE INSPECTION	09/24/2021	82.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5726	AMAZON	1DQ3-F7V9-31	2022 WEEKLY APPOINTMENT B	09/08/2021	15.27	.00	
5726	AMAZON	1DV6-QHGG-6	TONER	09/06/2021	797.79	.00	
5726	AMAZON	1FDH-PCG6-6	SLOAN VALVE DOUBLE MALE S	09/03/2021	81.13	.00	
5726	AMAZON	1FJ4-NHTW-61	LEATHERMAN, BIT KIT DOUBLE	09/14/2021	24.00	.00	
5726	AMAZON	1G69-6PXF-6V	FRIGIDAIRE ULTRA PURE SOU	09/21/2021	50.83	.00	
5726	AMAZON	1LR1-JDGY-NT	MILWAUKEE CORDLESS RIGHT	09/14/2021	420.68	.00	
5726	AMAZON	1PJC-HMMM-7	S-UNION 4 PACK ELECTRIC RA	09/08/2021	77.66	.00	
5726	AMAZON	1PQH-KGF6-9	DELTA KITS PREMIUMS PIT WHI	09/13/2021	34.85	.00	
5726	AMAZON	1R36-N3WR-L	BATTERY	09/24/2021	449.94	.00	
Total 5726:					2,147.18	.00	
6062	ANDERSON, JACOB	198987214	2021- DOT PHYSICAL REIMBUR	09/16/2021	155.00	.00	
Total 6062:					155.00	.00	
6575	APEX SAGE INC	092821	PROJ: WWTP- FASEIA FLASHIN	09/28/2021	2,627.50	.00	
6575	APEX SAGE INC	092821A	PROJ: SI-FERRIN- LABOR & MA	09/28/2021	3,631.93	.00	
Total 6575:					6,259.43	.00	
4389	APPLE INC	AF42659052	charger	09/22/2021	58.00	.00	
Total 4389:					58.00	.00	
1783	AT&T	287259163099	MONTHLY services	09/08/2021	1,182.81	.00	
1783	AT&T	287272169264	MONTHLY ACCOUNT 287279795	09/12/2021	43.23	.00	
1783	AT&T	287279795460	MONTHLY ACCOUNT 287279795	09/11/2021	503.76	.00	
Total 1783:					1,729.80	.00	
6884	BALIGAD, LINDSEY	092721	BAIL REFUND 21-07-0421	09/27/2021	240.00	240.00	09/27/2021
Total 6884:					240.00	240.00	
6583	BESTDRIVE IDAHO FALLS	29002474	315/80R22.5 GRABBER, 275/70R	09/17/2021	2,857.38	.00	
Total 6583:					2,857.38	.00	
3500	BISON LUMBER	2106-757936	DIABLO HOLE SAW ARBOR NUT	06/17/2021	14.16	.00	
Total 3500:					14.16	.00	
1560	BLUE SPRUCE CLEANERS,INC	01-102860	DRY CLEANING SAM JEWISON	02/01/2021	9.60	.00	
1560	BLUE SPRUCE CLEANERS,INC	03-103418	DRY CLEANING SAM JEWISON	04/05/2021	6.40	.00	
1560	BLUE SPRUCE CLEANERS,INC	06-104147	DRY CLEANING SAM JEWISON	06/25/2021	10.05	.00	
1560	BLUE SPRUCE CLEANERS,INC	07-100702	DRY CLEANING SAM JEWISON	07/09/2021	16.75	.00	
1560	BLUE SPRUCE CLEANERS,INC	07-101568	DRY CLEANING SAM JEWISON	07/09/2021	16.75	.00	
1560	BLUE SPRUCE CLEANERS,INC	07-104020	DRY CLEANING SAM JEWISON	07/30/2021	16.75	.00	
1560	BLUE SPRUCE CLEANERS,INC	07-105700	DRY CLEANING SAM JEWISON	07/26/2021	13.40	.00	
1560	BLUE SPRUCE CLEANERS,INC	08-102040	DRY CLEANING SAM JEWISON	08/19/2021	10.05	.00	
1560	BLUE SPRUCE CLEANERS,INC	08-103515	DRY CLEANING SAM JEWISON	08/19/2021	10.05	.00	
1560	BLUE SPRUCE CLEANERS,INC	08-103844	DRY CLEANING SAM JEWISON	08/31/2021	10.05	.00	
1560	BLUE SPRUCE CLEANERS,INC	08-104589	DRY CLEANING SAM JEWISON	08/31/2021	10.05	.00	
Total 1560:					129.90	.00	
2850	BMV LLC	6986	WATER SAMPLES SHIPPING	09/14/2021	64.22	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2850:					64.22	.00	
6727	BRIGGS, ERIC L	8190	MICROSTREAM	08/26/2021	105.90	.00	
6727	BRIGGS, ERIC L	8193	CREDIT: MICROSTREAM	08/26/2021	105.90-	.00	
6727	BRIGGS, ERIC L	8766	LB DEADBLOW	09/16/2021	259.95	.00	
6727	BRIGGS, ERIC L	8967	BIG EASY GLO	09/23/2021	129.95	.00	
Total 6727:					389.90	.00	
5	CARQUEST AUTO PARTS INC.	6090-541654	BRAKE PADS- PROF PLAT	09/15/2021	101.20	.00	
5	CARQUEST AUTO PARTS INC.	6090-541753	COATED ROTOR	09/15/2021	145.74	.00	
5	CARQUEST AUTO PARTS INC.	6090-541986	OIL FILTER, BRK PAD SET CER	09/17/2021	102.86	.00	
5	CARQUEST AUTO PARTS INC.	6090-541992	BRAKE PADS- PROF PLAT	09/17/2021	54.76	.00	
5	CARQUEST AUTO PARTS INC.	6090-542588	BATTERY	09/21/2021	318.32	.00	
5	CARQUEST AUTO PARTS INC.	6090-542770	ALTERNATOR	09/22/2021	203.15	.00	
Total 5:					926.03	.00	
4707	CELLEBRITE USA	CSUS6148	CERTIFIED OPERATOR	03/31/2021	3,850.00	.00	
Total 4707:					3,850.00	.00	
6769	CENTRALSQUARE	330061	FIELD OPS SUBSCRIPTION	09/07/2021	1,508.26	.00	
Total 6769:					1,508.26	.00	
544	CENTURYLINK	243186513	75912352 SEPTEMBER	09/20/2021	101.37	.00	
544	CENTURYLINK	307-111-5050 0	307-111-5050 246m	09/07/2021	2,050.98	.00	
544	CENTURYLINK	307-733-3106	307-733-3106 742B	09/13/2021	42.45	.00	
Total 544:					2,194.80	.00	
6257	CERTIFIED LABORATORIES	7503653	MG XTREME ALL SEASON, CUT	09/20/2021	1,800.20	.00	
Total 6257:					1,800.20	.00	
4490	COBAN TECHNOLOGIES, INC	42587	EDGE CPU MODULE	08/31/2021	1,415.00	.00	
Total 4490:					1,415.00	.00	
260	COMMUNITY SAFETY NETWORK	1233	PINS	09/14/2021	200.00	.00	
Total 260:					200.00	.00	
4887	CONTROL SYSTEM TECHNOLO	10125	CONTROL SERVICE @ WWTP	09/07/2021	750.00	.00	
4887	CONTROL SYSTEM TECHNOLO	10133	CONTROL SERVICE, CONTROL	09/13/2021	1,919.50	.00	
4887	CONTROL SYSTEM TECHNOLO	10134	CONTROL SERVICE, CONTROL	09/13/2021	2,971.75	.00	
Total 4887:					5,641.25	.00	
6475	CONVERGEONE, INC	14243	RECURRING CHARGES	06/22/2021	320.54	.00	
6475	CONVERGEONE, INC	14512	RECURRING CHARGES	07/25/2021	320.33	.00	
6475	CONVERGEONE, INC	14864	RECURRING CHARGES	08/18/2021	320.29	.00	
Total 6475:					961.16	.00	
3272	COPYWORKS, LLC	33607	4 POSTERS	09/17/2021	69.90	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3272:					69.90	.00	
1691	CORE & MAIN LP	0317301	CURB BOX PLUG	09/13/2012	52.80	.00	
1691	CORE & MAIN LP	O154012	3/4 COPPERHORN, 3/4 STRT D	08/27/2021	402.88	.00	
1691	CORE & MAIN LP	P163117	PROCORDER, METER FLANGE,	08/27/2021	2,410.90	.00	
Total 1691:					2,866.58	.00	
6883	DIVISION OF CHILD SUPPORT	092321	DCSE CASE #0005405448	09/23/2021	509.23	509.23	09/23/2021
Total 6883:					509.23	509.23	
3408	E.R. OFFICE EXPRESS	18341	cd/DVD EMVELOPES	09/13/2021	54.01	.00	
3408	E.R. OFFICE EXPRESS	18405	WALL FILE	09/28/2021	44.64	.00	
Total 3408:					98.65	.00	
5687	ECOR	1849	HYD MOTOR RADIATOR FAN, S	09/13/2021	1,030.05	.00	
Total 5687:					1,030.05	.00	
502	ELECTRICAL WHSLE SUPPLY C	S5103567.001	COND-ELL, 10' CONDUIT @ SI-F	06/10/2021	86.23	.00	
502	ELECTRICAL WHSLE SUPPLY C	S5158152.001	6' 4W DRYER CORD	09/03/2021	32.00	.00	
Total 502:					118.23	.00	
1134	ENERGY LABORATORIES INC.	420917	ANALYSIS PARAMETER	09/10/2021	312.00	.00	
1134	ENERGY LABORATORIES INC.	423359	INFLUENT, EFFLUENT	09/21/2021	124.00	.00	
Total 1134:					436.00	.00	
4556	ENTERSECT	821EP31284	EPO PREMIUM SEARCHES	08/31/2021	1,003.00	.00	
Total 4556:					1,003.00	.00	
81	EVANS CONSTRUCTION INC	19-122-FINAL	PROJ: 2020 SIDEWALK IMPROV	08/17/2021	14,939.04	.00	
81	EVANS CONSTRUCTION INC	19-122-FINAL	PROJ: 2020 SIDEWALK IMPROV	08/17/2021	4,071.30	.00	
81	EVANS CONSTRUCTION INC	214293	CONTRACTOR GRADE	06/14/2021	362.44	.00	
81	EVANS CONSTRUCTION INC	215365	TICKET: 140221146, 140221165-	07/12/2021	481.56	.00	
Total 81:					19,854.34	.00	
4294	FIRE SERVICES OF IDAHO	10363025	2021 ANNUAL FIRE ALARM INS	09/08/2021	220.00	.00	
4294	FIRE SERVICES OF IDAHO	10363035	2021 ANNUAL FIRE ALARM INS	09/08/2021	290.00	.00	
4294	FIRE SERVICES OF IDAHO	10363044	2021 ANNUAL FIRE ALARM INS	09/08/2021	290.00	.00	
4294	FIRE SERVICES OF IDAHO	10363045	2021 ANNUAL FIRE ALARM INS	09/08/2021	360.00	.00	
4294	FIRE SERVICES OF IDAHO	10363060	2021 ANNUAL FIRE ALARM INS	09/08/2021	325.00	.00	
4294	FIRE SERVICES OF IDAHO	10363100	2021 ANNUAL FIRE ALARM INS	09/08/2021	290.00	.00	
4294	FIRE SERVICES OF IDAHO	10437880	ANNUAL FIRE ALARM INSPECTI	09/15/2021	250.00	.00	
4294	FIRE SERVICES OF IDAHO	10480094	PROJ: TOWN OF JACKSON- 18	09/20/2021	279.00	.00	
4294	FIRE SERVICES OF IDAHO	9921251	ANNUAL WET SYSTEM SPRINK	07/19/2021	550.00	.00	
Total 4294:					2,854.00	.00	
4709	FLEETPRIDE	82094213	SGL CHECK VALVE, IN-BOUND	09/16/2021	287.40	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4709:					287.40	.00	
6633	FURBER, WINSLOW	092821	REIMBURSTMENT- 2021 SAFET	09/28/2021	100.00	.00	
Total 6633:					100.00	.00	
6844	GE SOFTWARE	204380	FUEL SITE MODULE	06/17/2021	65.00	.00	
6844	GE SOFTWARE	204922	FUEL SITE MODULE	08/31/2021	80.00	.00	
Total 6844:					145.00	.00	
324	GFOA	2157583	Kelly Thompson dues 300197846	05/11/2021	170.00	.00	
Total 324:					170.00	.00	
4212	GILLIG LLC	40845697	RELINED BRAKE SHOES	09/17/2021	383.00	.00	
4212	GILLIG LLC	40845698	ROAD SIDE WINDSHIELD	09/17/2021	3,037.79	.00	
Total 4212:					3,420.79	.00	
5009	GM SHEET METAL LLC	4666	ROOF GUTTER DRIP @ 675 EA	09/10/2021	214.00	.00	
Total 5009:					214.00	.00	
6887	GREAT DIVIDE EARTHWORKS L	496	LODGEPOLE HMA PREP	09/22/2021	2,470.00	.00	
Total 6887:					2,470.00	.00	
5734	GREENWAY PAINTING LLC	1413	WATER LEAK REPAIR @ UNIT 6	07/22/2021	1,198.42	.00	
5734	GREENWAY PAINTING LLC	1433	PROJ: 145 PEARL HOUSE EXTE	09/10/2021	15,880.00	.00	
Total 5734:					17,078.42	.00	
4705	GYM OUTFITTERS INC	WO-9677	DIAGNOSE PRECOR TREADMIL	08/31/2021	135.00	.00	
Total 4705:					135.00	.00	
4988	HD FOWLER COMPANY	15865804	V-PLUG MUD PLUG	08/04/2021	149.60	.00	
4988	HD FOWLER COMPANY	15891642	PLATED VOLTS AND NUTS, FUL	08/30/2021	290.53	.00	
Total 4988:					440.13	.00	
96	HIGH COUNTRY LINEN	0270376	UNIFORMS- ADMIN	08/12/2021	4.80	.00	
96	HIGH COUNTRY LINEN	0270376	UNIFORMS- FACILITY	08/12/2021	9.70	.00	
96	HIGH COUNTRY LINEN	0270376	UNIFORMS- STREET	08/12/2021	29.10	.00	
96	HIGH COUNTRY LINEN	0270376	UNIFORMS- WATER	08/12/2021	18.43	.00	
96	HIGH COUNTRY LINEN	0270376	UNIFORMS- FLEET	08/12/2021	31.04	.00	
96	HIGH COUNTRY LINEN	0270376	UNIFORMS- SEWER	08/12/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0270376	UNIFORMS- ADMIN	08/12/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0270376	BUILDING MAINT- PW	08/12/2021	7.60	.00	
96	HIGH COUNTRY LINEN	0270376	UNIFORMS- WWTP	08/12/2021	24.25	.00	
96	HIGH COUNTRY LINEN	0270376	UNIFORMS- ADMIN	08/12/2021	.05	.00	
96	HIGH COUNTRY LINEN	0270376	BUILDING MAINT- SHOP SUPPL	08/12/2021	7.32	.00	
96	HIGH COUNTRY LINEN	0272575	BUILDING MAINT- ODOR CONT	08/23/2021	25.31	.00	
96	HIGH COUNTRY LINEN	0275351	BUILDING MAINT- ODOR CONT	09/06/2021	25.31	.00	
96	HIGH COUNTRY LINEN	0275354	BUILDING MAINT- MATS @ TOW	09/06/2021	290.40	.00	
96	HIGH COUNTRY LINEN	0275710	BUILDING MAINT@ WWTP	09/08/2021	86.57	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0276642	BUILDING MAINT- ODOR CONT	09/13/2021	7.50	.00	
96	HIGH COUNTRY LINEN	0277024	MATS AT ANIMAL SHELTER	09/15/2021	61.93	.00	
96	HIGH COUNTRY LINEN	0277141	MATS @ START	09/15/2021	220.50	.00	
96	HIGH COUNTRY LINEN	0277971	BUILDING MAINT- ODOR CONT	09/20/2021	25.31	.00	
96	HIGH COUNTRY LINEN	0278611	UNIFORMS- SEWER	09/23/2021	14.55	.00	
96	HIGH COUNTRY LINEN	0278611	BUILDING MAINT- SHOP SUPPL	09/23/2021	52.32	.00	
96	HIGH COUNTRY LINEN	0278611	UNIFORMS- FACILITY	09/23/2021	9.70	.00	
96	HIGH COUNTRY LINEN	0278611	BUILDING MAINT- PW	09/23/2021	149.58	.00	
96	HIGH COUNTRY LINEN	0278611	UNIFORMS- WWTP	09/23/2021	24.25	.00	
96	HIGH COUNTRY LINEN	0278611	UNIFORMS- ADMIN	09/23/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0278611	UNIFORMS- STREET	09/23/2021	29.10	.00	
96	HIGH COUNTRY LINEN	0278611	UNIFORMS- FLEET	09/23/2021	38.32	.00	
96	HIGH COUNTRY LINEN	0278611	UNIFORMS- ADMIN	09/23/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0278611	UNIFORMS- WATER	09/23/2021	18.43	.00	
96	HIGH COUNTRY LINEN	0279284	BUILDING MAINT- ODOR CONT	09/27/2021	7.50	.00	
Total 96:					1,252.82	.00	
6041	HOLE FOOD RESCUE	092821	1ST QUARTER	09/28/2021	5,000.00	.00	
Total 6041:					5,000.00	.00	
3634	IDENTI-KIT SOLUTIONS	107150	Identi-Kit ANNUAL LICENSES	09/01/2021	408.00	.00	
Total 3634:					408.00	.00	
6121	IDENTISYS, INC	539889	COLOR RIBBON	09/14/2021	2,014.26	.00	
Total 6121:					2,014.26	.00	
6720	IMMIGRANT HOPE	092821	CONTRACT	09/28/2021	1,406.25	.00	
Total 6720:					1,406.25	.00	
5667	INNOVYZE	Q-98350	INFO SEWER FLOATING	09/16/2021	1,372.00	.00	
Total 5667:					1,372.00	.00	
106	INTERSTATE BATTERY	22251327	(1) MTP-65HD	09/13/2021	133.95	.00	
Total 106:					133.95	.00	
2	JACKSON CURBSIDE INC.	00029285	OFF SQUASRE DOWNTOWN LO	09/10/2021	1,405.00	.00	
2	JACKSON CURBSIDE INC.	00029346	RECYCLING @ TOWN HALL- AU	09/10/2021	480.00	.00	
2	JACKSON CURBSIDE INC.	00029347	RECYCLING @ PUBLIC WORKS	09/10/2021	162.50	.00	
Total 2:					2,047.50	.00	
258	JACKSON HOLE COMMUNITY C	071221	remaining portion	07/12/2021	1,912.50	.00	
Total 258:					1,912.50	.00	
6474	JACKSON HOLE LAW, PC	1413	september services	09/29/2021	3,003.75	.00	
Total 6474:					3,003.75	.00	
131	JACKSON HOLE NEWS & GUID	323346	AD# 390701 JOB ADS	03/24/2021	198.00	.00	
131	JACKSON HOLE NEWS & GUID	324706	AD 391685	04/28/2021	287.40	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
131	JACKSON HOLE NEWS & GUID	327365	AD394256	06/30/2021	51.30	.00	
131	JACKSON HOLE NEWS & GUID	328282	AD#395350	07/21/2021	34.20	.00	
131	JACKSON HOLE NEWS & GUID	328283	AD# 395351	07/21/2021	34.20	.00	
131	JACKSON HOLE NEWS & GUID	328284	AD# 395352 PLANNING	07/21/2021	29.93	.00	
131	JACKSON HOLE NEWS & GUID	328314	AD# 395258JOB ADS	07/21/2021	571.20	.00	
131	JACKSON HOLE NEWS & GUID	328469	AD# 395690 JOB ADS	07/28/2021	571.20	.00	
131	JACKSON HOLE NEWS & GUID	330559	AD#396977 FPN CACHE CREEL	09/08/2021	59.86	.00	
131	JACKSON HOLE NEWS & GUID	330669	AD#397517 REGULAR MEETING	09/15/2021	581.40	.00	
131	JACKSON HOLE NEWS & GUID	330670	AD 391685 ORDINANCE	09/15/2021	3,231.90	.00	
131	JACKSON HOLE NEWS & GUID	330779	AD#397360 JOB ADS	09/15/2021	571.20	.00	
131	JACKSON HOLE NEWS & GUID	330918	AD#397744 SP WORKSHOP	09/22/2021	64.13	.00	
131	JACKSON HOLE NEWS & GUID	397540	ADS	09/14/2021	500.00	.00	
Total 131:					6,785.92	.00	
114	JACKSON LUMBER INC	0000598944-0	REBAR GRADE	09/08/2021	45.36	.00	
114	JACKSON LUMBER INC	0000698800-0	500' BRAIDED YELLOW STRING	09/08/2021	30.41	.00	
Total 114:					75.77	.00	
115	JACKSON PAINT AND GLASS, I	1123389	1/8" CLEAR GLASS, LABOR	09/07/2021	403.65	.00	
Total 115:					403.65	.00	
239	JH20 WATER CONDITIONING &	1210915780	bottled water for lab	09/15/2021	76.50	.00	
Total 239:					76.50	.00	
6890	JMAF SOFTWARE, LLC	INV216362	JAMF PRO IOS	09/24/2021	2,000.00	.00	
Total 6890:					2,000.00	.00	
139	JORGENSEN ASSOCIATES, PC	47177	NORTH KING STREETSCAPE	09/01/2021	10,812.25	.00	
139	JORGENSEN ASSOCIATES, PC	47177	NORTH KING STREETSCAPE	09/01/2021	115.00	.00	
139	JORGENSEN ASSOCIATES, PC	47177	NORTH KING STREETSCAPE	09/01/2021	776.25	.00	
139	JORGENSEN ASSOCIATES, PC	47366	Core facilities 07.25.21 to 08.17.2	09/17/2021	12,413.00	.00	
Total 139:					24,116.50	.00	
2485	KENWORTH SALES COMPANY	IDFIN4766266	REMOTE SPOT LIGHT, IN FRT	09/13/2021	592.38	.00	
Total 2485:					592.38	.00	
3332	KILMER'S BG DISTRIBUTING	17811	DFC+ HP2	09/20/2021	3,876.00	.00	
Total 3332:					3,876.00	.00	
6807	LANGUAGE TESTING INTERNA	L48923-IN	LANGUAGE TESTING	09/17/2021	281.00	.00	
Total 6807:					281.00	.00	
6886	LAWLESS, DON	091621	SPRINKLER MATERIALS	09/16/2021	1,193.48	.00	
Total 6886:					1,193.48	.00	
5729	LENOVO (UNITED STATES) INC.	6458395990	thunderbolt dock	09/16/2021	1,249.95	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5729:					1,249.95	.00	
2224	LOCAL GOV'T LIABILITY POOL	13595	AA220009 LESLIE	09/22/2021	1,000.00	.00	
2224	LOCAL GOV'T LIABILITY POOL	13597	AA220010 CAMPOLATTARO	09/23/2021	1,000.00	.00	
Total 2224:					2,000.00	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE011866	PROJ: SNOW KING ARENA- AM	06/08/2021	60.00	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE011996	PROJ: HOME RANCH VISITOR	07/22/2021	180.00	.00	
Total 4380:					240.00	.00	
6526	LSC TRANSPORTATION CONSU	60684	204470 START ON CALL CONTR	09/09/2021	5,195.00	.00	
Total 6526:					5,195.00	.00	
6881	MATEOSKY CONSTRUCTION	091721	RETURN BOND B21-0649 275 E	09/17/2021	2,000.00	2,000.00	09/17/2021
6881	MATEOSKY CONSTRUCTION	091721	REFUND PARTIAL SEWER TAP	09/17/2021	221.00	221.00	09/17/2021
Total 6881:					2,221.00	2,221.00	
6888	MAVERICK DIESEL & EQUIPME	1093	SERVICES- ECM DIAGNOSTIC	08/30/2021	3,250.00	.00	
Total 6888:					3,250.00	.00	
3932	MILLER SANITATION	18864	PROJ: 08-14- CITY CANS 74 CA	09/01/2021	7,770.00	.00	
Total 3932:					7,770.00	.00	
4817	MOUNTAIN ELECTRICAL	2783	3 way switch @ pw	08/18/2021	958.70	958.70	09/23/2021
Total 4817:					958.70	958.70	
4623	MSC INDUSTRIAL SUPPLY CO	4868837001	SORBENT PAD, HEX CAP, VOW	09/03/2021	257.63	.00	
Total 4623:					257.63	.00	
257	NAPAAUTO PARTS INC.	013601	BRAKE PADS- FRONT, NAPAGO	08/28/2021	86.24	.00	
257	NAPAAUTO PARTS INC.	016353	CONNECTOR	09/10/2021	18.12	.00	
257	NAPAAUTO PARTS INC.	016486	NAPA OIL FILTER, BATT CABLE	09/11/2021	78.19	.00	
257	NAPAAUTO PARTS INC.	016715	CREDIT: TRANSMISSION	09/13/2021	4,028.29-	.00	
257	NAPAAUTO PARTS INC.	016844	NAPAGOLD OIL FILTER	09/13/2021	9.26	.00	
257	NAPAAUTO PARTS INC.	017051	LUBGRD KOOLER KIT	09/14/2021	25.78	.00	
257	NAPAAUTO PARTS INC.	017257	AUTOTRAX, DEXVIATF	09/15/2021	89.90	.00	
257	NAPAAUTO PARTS INC.	017746	BRAKE PADS- REAR	09/17/2021	68.12	.00	
257	NAPAAUTO PARTS INC.	017769	NAPA CABIN AIR FILTER	09/17/2021	56.67	.00	
257	NAPAAUTO PARTS INC.	017779	CARB- CHOKE CLNR	09/17/2021	7.98	.00	
257	NAPAAUTO PARTS INC.	017884	RATCHET TIE DOWN	09/17/2021	32.99	.00	
257	NAPAAUTO PARTS INC.	017901	RUBBER AIR HOSE	09/17/2021	36.99	.00	
257	NAPAAUTO PARTS INC.	018370	TIRE PATCH, TIRE REP PATCH	09/20/2021	74.80	.00	
257	NAPAAUTO PARTS INC.	019144	NAPAGOLD OIL FILTER	09/23/2021	37.00	.00	
257	NAPAAUTO PARTS INC.	019372	NAPAGOLD OIL FILTER	09/24/2021	146.22	.00	
Total 257:					3,260.03-	.00	
187	NELSON ENGINEERING	56297	CACHE CREEK SEWER MAIN	08/31/2021	1,160.60	.00	
187	NELSON ENGINEERING	56378	LANDSLIDE MITIGATION CONS	09/09/2021	1,153.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
187	NELSON ENGINEERING	56460	SNOW KING BALL PARK SEWE	09/09/2021	1,876.50	.00	
Total 187:					4,190.10	.00	
513	ON SIGHT LAND SURVEYORS I	PT21-240	Surveyor	09/16/2021	300.00	.00	
Total 513:					300.00	.00	
6483	PREMIER TRUCK- SALT LAKE C	775301904	INJECTOR, CORE DEPOSIT	06/30/2021	1,513.06	.00	
6483	PREMIER TRUCK- SALT LAKE C	775324801	FOAM SEAT	09/16/2021	66.78	.00	
Total 6483:					1,579.84	.00	
4922	PREMIER VEHICLE INSTALLATI	36264	TOUCH COMBO W/KEY LOCK	07/16/2021	130.00	.00	
Total 4922:					130.00	.00	
6087	PROCESS TECHNOLOGY, INC	5174919	POWER SUPPLY	07/26/2021	360.00	.00	
6087	PROCESS TECHNOLOGY, INC	5175233	ULTRA MAG0 WELL 1, 2, 3, 4	08/03/2021	19,832.55	.00	
6087	PROCESS TECHNOLOGY, INC	5175238	TOPPLT ASSY 10", FLOW COM,	08/03/2021	4,061.68	.00	
Total 6087:					24,254.23	.00	
4371	PROFORCE LAW ENFORCEME	459526	12 WRP BOLAWRAP AND 72 WR	08/23/2021	13,255.80	.00	
4371	PROFORCE LAW ENFORCEME	460247	WRP BOLAWRAP KYDEX HOLDS	08/31/2021	838.80	.00	
Total 4371:					14,094.60	.00	
6649	QUADIENT LEASING USA, INC.	N9056781	POSTAGE MACHINE LEASE	09/22/2021	468.69	.00	
Total 6649:					468.69	.00	
4723	RON'S TOWING	2115890	TOWING	08/15/2021	175.00	.00	
Total 4723:					175.00	.00	
4125	ROSS CONCRETE CONST LLC	07292021	PROJ: SIDEWALK BREAKING	07/29/2021	337.50	.00	
4125	ROSS CONCRETE CONST LLC	08032021	PROJ: JACKSON STREET- SIDE	08/03/2021	270.00	.00	
4125	ROSS CONCRETE CONST LLC	08032021A	PROJ: BLAIR PLACE- SIGN BAS	08/03/2021	810.00	.00	
4125	ROSS CONCRETE CONST LLC	08252021	PROJ: BROADWAY- SONNO TU	08/25/2021	540.00	.00	
4125	ROSS CONCRETE CONST LLC	08272021	SIGN BASES @ HWY 22/SHOP	08/27/2021	1,136.25	.00	
4125	ROSS CONCRETE CONST LLC	08272021	SIDEWALK WORK @ HWY 22/S	08/27/2021	1,136.25	.00	
Total 4125:					4,230.00	.00	
2597	RUSCHILL, RUSSELL	092021	REIMBURSE FOR TRAVEL	09/20/2021	244.26	.00	
Total 2597:					244.26	.00	
6889	SAFELITE FULFILLMENT INC	600311	ACOUSTIC INTERLAYER	09/09/2021	381.90	.00	
Total 6889:					381.90	.00	
5111	SCHMILLEN, SCOTT	02076	DRAIN CLEANING @ HOMERAN	07/01/2021	522.50	.00	
5111	SCHMILLEN, SCOTT	02077	DRAIN CLEANING @ PARKING	07/01/2021	237.50	.00	
5111	SCHMILLEN, SCOTT	02078	FRAIN CLEANING @ DELONEY	07/02/2021	237.50	.00	
5111	SCHMILLEN, SCOTT	02079	DRAIN CLEANING @ MILLER PA	07/02/2021	190.00	.00	
5111	SCHMILLEN, SCOTT	02080	DRAIN CLEANING @ PARKING	09/01/2021	237.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5111	SCHMILLEN, SCOTT	02081	DRAIN CLEANING @ HOME RA	09/01/2021	522.50	.00	
5111	SCHMILLEN, SCOTT	02082	DRAIN CLEANING @ DELONEY	09/02/2021	237.50	.00	
5111	SCHMILLEN, SCOTT	02083	DRAIN CLEANING @ MILLER PA	09/02/2021	190.00	.00	
5111	SCHMILLEN, SCOTT	02084	RUSTED FLOOR DRAIN UPSTAI	06/15/2021	120.00	.00	
5111	SCHMILLEN, SCOTT	02085	MENS BATHROOM FLOOR DRAI	06/18/2021	120.00	.00	
5111	SCHMILLEN, SCOTT	02086	MENS BATHROOM TOILET PLU	06/25/2021	120.00	.00	
5111	SCHMILLEN, SCOTT	02087	DARIN CLEANING @ ICE RINK	08/27/2021	1,045.00	.00	
Total 5111:					3,780.00	.00	
201	SENIOR CENTER OF JACKSON	092221	1st quarter	09/22/2021	29,126.25	.00	
Total 201:					29,126.25	.00	
4548	SILVER CREEK SUPPLY	0004830804-0	1/2" PRESS FPT TEE, WATTS Q	07/07/2021	38.38	.00	
4548	SILVER CREEK SUPPLY	0004944035-0	NDS BACKFLOW VALVE BOX W/	07/28/2021	205.31	.00	
4548	SILVER CREEK SUPPLY	0005060537-0	TAPE, WHITLAM,BLUE MONSTE	08/20/2021	22.28	.00	
4548	SILVER CREEK SUPPLY	0005152412-0	WATER LEAK REPAIR @ PARK	09/10/2021	20.87	.00	
Total 4548:					286.84	.00	
4720	SILVERSTAR	901-101-4582	INTERNET SERVICES	09/28/2021	869.73	.00	
Total 4720:					869.73	.00	
4699	SNAKE RIVER ROASTING	73335	COFFEE @ PW MAIN SHOP	09/22/2021	195.80	.00	
4699	SNAKE RIVER ROASTING	73391	COFFEE	09/27/2021	97.90	.00	
Total 4699:					293.70	.00	
1505	SPRING CREEK ANIMAL HOSPI	625013619	ANIMAL CARE	09/21/2021	70.20	.00	
Total 1505:					70.20	.00	
4990	Swagit Productions, LLC	18690	video streaming services	08/31/2021	1,775.00	.00	
Total 4990:					1,775.00	.00	
1443	TETON COUNTY CLERK	081821	TMCI BUILDING GRANT ADMINI	08/18/2021	24,361.03	.00	
Total 1443:					24,361.03	.00	
268	TETON MOTORS INC	5099705	TRANSMISSION	09/14/2021	3,874.82	.00	
268	TETON MOTORS INC	5099821	CREDIT: TRANSMISSION	09/22/2021	1,000.00-	.00	
Total 268:					2,874.82	.00	
4046	TIMBERLINE CONCRETE	081621	4000PSI , FIBER MESH, DELIVE	08/16/2021	638.25	.00	
Total 4046:					638.25	.00	
6363	TMSC LLC	2021-006-SF-0	PROJ: SI-FERRIN REMODEL EL	09/26/2021	11,660.60	.00	
Total 6363:					11,660.60	.00	
3471	TWO OCEAN BUILDERS, LLC	091621	Release bond B20-0287 315 N C	09/16/2021	15,000.00	15,000.00	09/16/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3471:					15,000.00	15,000.00	
777	UPPER CASE PRINTING INK	17362	Newsletter	08/03/2021	220.11	.00	
777	UPPER CASE PRINTING INK	17497	HOUSING SURVEY	09/07/2021	86.97	.00	
Total 777:					307.08	.00	
5141	VALENTINE, TYLER	092721	REIMBURSE FOR CDL	09/27/2021	155.00	.00	
Total 5141:					155.00	.00	
6885	VAZQUEZ, JORGE LOPEZ	092721	BAIL REFUND 21-06-0434	09/27/2021	1,500.00	1,500.00	09/27/2021
Total 6885:					1,500.00	1,500.00	
3420	VISA	Admin 1 #5397	staples	08/24/2021	14.76	.00	
3420	VISA	Admin 1 #5397	yeti	08/24/2021	599.80	.00	
3420	VISA	Admin 1 #5397	coolworks	08/24/2021	149.00	.00	
3420	VISA	Admin 1 #5397	coolworks	08/24/2021	714.00	.00	
3420	VISA	Admin 1 #5397	chiropractic & sport	08/24/2021	6,500.00	.00	
3420	VISA	Admin 1 #5397	nspe job board	08/24/2021	420.00	.00	
3420	VISA	Admin 1 #5397	high country news	08/24/2021	97.00	.00	
3420	VISA	Admin 1 #5397	american public works	08/24/2021	400.00	.00	
3420	VISA	Admin 1 #5397	soundcloud	08/24/2021	144.00	.00	
3420	VISA	Admin 2 #9118	amazon office supplies	08/24/2021	64.62	.00	
3420	VISA	Animal #2344 0	supplies	08/24/2021	139.44	.00	
3420	VISA	Chief 1115 08/2	expedia	08/24/2021	467.39	.00	
3420	VISA	Chief 1115 08/2	zoom	08/24/2021	158.90	.00	
3420	VISA	Chief 1115 08/2	travel expenses	08/24/2021	234.74	.00	
3420	VISA	IT - 6908 08/24	dlt solutions	08/24/2021	1,624.55	.00	
3420	VISA	IT - 6908 08/24	citizens iphone payment	08/24/2021	122.32	.00	
3420	VISA	IT - 6908 08/24	dish	08/24/2021	.06	.00	
3420	VISA	IT - 6908 08/24	garmin	08/24/2021	63.95	.00	
3420	VISA	IT - 6908 08/24	concrete 5	08/24/2021	90.00	.00	
3420	VISA	IT - 6908 08/24	merry piglets	08/24/2021	188.94	.00	
3420	VISA	IT - 6908 08/24	netsupport	08/24/2021	454.33	.00	
3420	VISA	IT - 6908 08/24	uplift desk	08/24/2021	1,868.78	.00	
3420	VISA	IT - 6908 08/24	amazon	08/24/2021	78.99	.00	
3420	VISA	IT - 6908 08/24	dropbox	08/24/2021	1,200.00	.00	
3420	VISA	IT - 6908 08/24	keeper	08/24/2021	225.00	.00	
3420	VISA	LT 2 #1123 08/	travel	08/24/2021	1,074.81	.00	
3420	VISA	LT 2 #1123 08/	sq jac	08/24/2021	120.00	.00	
3420	VISA	LT 2 #1123 08/	travel	08/24/2021	1,842.88	.00	
3420	VISA	Planning 1 #60	cafe genevieve	08/24/2021	241.68	.00	
3420	VISA	Planning 1 #60	american planning	08/24/2021	531.00	.00	
3420	VISA	Planning 1 #60	teton digital	08/24/2021	700.00	.00	
3420	VISA	Planning 1 #60	crxlab	08/24/2021	15.00	.00	
3420	VISA	Planning 1 #60	mailchimp	08/24/2021	52.99	.00	
3420	VISA	Planning 1 #60	creekside	08/24/2021	63.84	.00	
3420	VISA	Planning 1 #60	american planning	08/24/2021	100.00	.00	
3420	VISA	Planning 2 #61	construction exam	08/24/2021	895.00	.00	
3420	VISA	Planning 2 #61	united	08/24/2021	392.80	.00	
3420	VISA	Planning 2 #61	international code council	08/24/2021	1,640.60	.00	
3420	VISA	Police 3 #0355	travel	08/24/2021	749.45	.00	
3420	VISA	Police 3 #0355	tractor supply	08/24/2021	349.99	.00	
3420	VISA	Police 3 #0355	ups	08/24/2021	59.21	.00	
3420	VISA	PW 1 #8144 08	bubbas	08/24/2021	129.06	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	PW 1 #8144 08	office of water programs	08/24/2021	125.00	.00	
3420	VISA	PW 1 #8144 08	atssa	08/24/2021	101.45	.00	
3420	VISA	Sergeant #106	amazon	08/24/2021	856.45	.00	
3420	VISA	Sergeant #106	pinky g's	08/24/2021	136.68	.00	
3420	VISA	Sergeant #106	amazon	08/24/2021	518.12	.00	
3420	VISA	Sergeant #106	amazon	08/24/2021	169.60	.00	
3420	VISA	VS 9126 08/24/	ranch inn	08/24/2021	444.00	.00	
3420	VISA	VS 9126 08/24/	coca cola	08/24/2021	31.60	.00	
3420	VISA	VS 9126 08/24/	smiths	08/24/2021	16.97	.00	
Total 3420:					27,378.75	.00	
6882	VISTA ENGINEERING LLC	2021-025-01-0	SL#: 871- SMALL WWTP SYSTE	09/13/2021	1,800.00	.00	
Total 6882:					1,800.00	.00	
563	WESTBANK SANITATION	3776024	FRONTLOAD 3 YRD 08.01.21-08	09/01/2021	770.58	.00	
563	WESTBANK SANITATION	3776778	TRASH PICK UP @ 145 E PEAR	09/01/2021	990.00	.00	
Total 563:					1,760.58	.00	
2802	WESTWOOD CURTIS	20-19- PAY AP	PROJ: 21-902- CACHE CREEK S	07/16/2021	36,563.16	.00	
Total 2802:					36,563.16	.00	
472	WHITE GLOVE CLEANING, INC.	706B	COVID FOGGING @ IT	08/25/2021	130.00	.00	
472	WHITE GLOVE CLEANING, INC.	7522	COVID FOGGING @ TOWN HAL	09/01/2021	877.50	.00	
472	WHITE GLOVE CLEANING, INC.	7522	COVID FOGGING @ PUBLIC W	09/01/2021	120.00	.00	
Total 472:					1,127.50	.00	
5489	WRENCH IT PLUMBING & HEATI	8594	vine street apartments	09/17/2021	576.00	.00	
5489	WRENCH IT PLUMBING & HEATI	8594	vine street apartments	09/17/2021	576.77	.00	
5489	WRENCH IT PLUMBING & HEATI	8595	snow king event center	09/17/2021	400.82	.00	
5489	WRENCH IT PLUMBING & HEATI	8596	snow king event center	09/17/2021	1,624.65	.00	
Total 5489:					3,178.24	.00	
3619	WY CHILD SUPPORT ENFORCE	092321	case #209790	09/23/2021	146.76	146.76	09/23/2021
Total 3619:					146.76	146.76	
5788	WYOMING GARAGE DOOR, LLC	2431	PROJ: SNOW KING HOUSING -	08/26/2021	460.00	.00	
5788	WYOMING GARAGE DOOR, LLC	2432	PROJ: PUBLIC WORKS- SERVI	08/26/2021	795.00	.00	
5788	WYOMING GARAGE DOOR, LLC	2433	PROJ: PUBLIC WORKS- SERVIC	08/26/2021	169.00	.00	
5788	WYOMING GARAGE DOOR, LLC	2434	PROJ: PUBLIC WORKS- SERVIC	08/26/2021	1,065.20	.00	
5788	WYOMING GARAGE DOOR, LLC	2435	PROJ: START BUS BARN: SERV	08/31/2021	334.00	.00	
Total 5788:					2,823.20	.00	
1764	WYOMING.COM INC	2028844	HOSTING	09/05/2021	5.00	.00	
Total 1764:					5.00	.00	
6717	WY-TEST	37952	pre-employ	07/09/2021	80.00	80.00	09/23/2021
6717	WY-TEST	37987	random	07/14/2021	80.00	80.00	09/23/2021
6717	WY-TEST	38010	pre-employ	07/15/2021	80.00	80.00	09/23/2021
6717	WY-TEST	38015	pre-employ	07/16/2021	80.00	80.00	09/23/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6717	WY-TEST	38094	pre-employ	07/30/2021	80.00	80.00	09/23/2021
6717	WY-TEST	38179	pre-employ	08/17/2021	80.00	80.00	09/23/2021
6717	WY-TEST	38182	random	08/18/2021	80.00	80.00	09/23/2021
6717	WY-TEST	38194	pre-employ	08/16/2021	80.00	80.00	09/23/2021
6717	WY-TEST	38206	pre-employ	08/24/2021	80.00	80.00	09/23/2021
6717	WY-TEST	38207	random	08/24/2021	80.00	80.00	09/23/2021
6717	WY-TEST	38216	pre-employ	08/25/2021	80.00	80.00	09/23/2021
6717	WY-TEST	38217	pre-employ	08/25/2021	80.00	80.00	09/23/2021
6717	WY-TEST	38226	random	08/26/2021	80.00	80.00	09/23/2021
6717	WY-TEST	38227	pre-employ	08/27/2021	80.00	80.00	09/23/2021
Total 6717:					1,120.00	1,120.00	
2179	XEROX CORPORATION	014303846	coper agreement	09/02/2021	255.82	.00	
2179	XEROX CORPORATION	04366427	coper agreement	09/04/2021	48.30	.00	
Total 2179:					304.12	.00	
2842	YELLOW IRON EXCAVATION, LL	59408	DUMPSTER	06/30/2021	640.00	.00	
2842	YELLOW IRON EXCAVATION, LL	61544	AUGUST- TRASH REMOVAL @ 1	08/31/2021	150.00	.00	
Total 2842:					790.00	.00	
Grand Totals:					404,294.59	21,695.69	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY REPORT TO THE MAYOR AND TOWN COUNCIL
FOR THE MONTH OF AUGUST, 2021**

During the month of August, the court received \$28,578 in fines, costs, and fees.
403 new cases were docketed: 317 parking citations, 86 summons
37 cases were dismissed: 19 parking violations

The abbreviations used below are: BF= Bond Forfeiture (includes \$10.00 court cost), GP=Guilty Plea and Fine, NC= No Contest,
G=Found Guilty at Trial, NG=Found Not Guilty at Trial,
R=Restitution, CS=Community Service, DP=Deferred Prosecution, D=Dismissed, D-TS= Dismissed with Traffic School,
DA=Deferred Adjudication

CLOSED CASES

<u>NAME</u>	<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
Arellano, Giselle Abril	186002412AC	MPH over limit Bond 39/25	BF	198
Arevalos Sorto, Jose A	01062M	No Driver's license	D- Per Town's Motion	0
Beltran-gomes, Jhony	186002331AC	Public intoxication	BF	110
Bogstie, Steven Orlin	186002602AC	Use of cell phone while driving prohibited	BF	65
Brooks, Berkeley	01023M	Urinating in Public	BF	120
Cain, Michael Scott	186002686AC	Failure to maintain liability coverage	D- Provided Valid Information	0
Caton, Nancy A	98806N	Failure to yield ROW	BF	80
Chamberlin, Madison Bailey	186001557AC	Speed Limits Generally 43/30	BF	181
Chavez, William Roy	186001561AC	Speed Limits Generally 46/30	BF	212
Christensen, Nathan Garth	186002651AC	Speed Limits Generally 45/30	BF	185
Churchill, Aaron C	186001726AC	31-5-226B Limitations on Backing	BF	90
Colombo, Julia Michelle	186002231AC	Speed Limits Generally 44/25	BF	223
Cope, Dustin Ward	186002443AC	Obey traffic control device designating lane	BF	90
Corujo, Jose L	186002557AC	Driver & Passenger Req. to wear seat belt	D- Per Town's Motion	0
Cosgrove Jr, John P	186002156AC	Driver & Passenger Req. to wear seat belt	BF	25
Coulter, Maria K	186002553AC	MPH over limit Bond 37/25	BF	174
Craig, Michael S	00573M	Sleeping/occupying in unlawful places-MUST APPEAR	BF	120
Curry Scott, Jennifer J	98926N	No display of current registration	D- Per Town's Motion	0
Di Zinno, Triston Lee	186002654AC	Open Container	BF	140
Dove, Christopher C	186002177AC	Reckless driving	D-TS	0
Earley, John M	01783M	Use of cell phone while driving prohibited	BF	90
Eastwood, Bronson Mathew	186002734AC	Speed Limits Generally 42/25	BF	199
Esposit, Thomas Russell	186002691AC	Use of cell phone while driving prohibited	BF	65
Esquivel Cayetano, Guadalupe	186002729AC	No Driver's license	BF	410
Ford, John Bassett	186002510AC	Speed Limits Generally 40/25	BF	185
Foster, Traci Foster	186002543AC	Limitations on Backing	BF	80
Fritts, Annabella Colette	186002268AC	Shoplifting	D- Per Town's Motion	0
Haargensen, Roar	186002447AC	Public intoxication	BF	110
Heard, Navarre Evan	186002623AC	No display of current registration	BF	130
Hernandez, Tamara J	186000204AC	No Driver's license	BF	410
Hernandez, Tamara J	186004755AA	Speeding 30 mph Zone 42/30	BF	118
Hiatt, Trevor Paige	98169N	Vehicle shall have at least 2 headlamps	BF	90
Ireland, Todd C	186002808AC	MPH over limit Bond 43/25	BF	206
Johnson, Ellen Kathryn	186002650AC	Stop Sign Violation	BF	140
Joseph, David C	186002255AC	Stop Sign Violation	BF	140
Juarez Cervantes, Jonny	186002676AC	Public intoxication	BF	110
Kaizer, Harriet Susan	186002170AC	Speed Limits Generally 45/30	D-TS	0
Larson, Talmage	186002809AC	No Driver's license	BF	400
Lasiuk, Paul Donald	186002444AC	Stop Sign Violation	BF	140
Loughrey, Timothy Alan	186002383AC	Speed Limits Generally 47/30	BF	209
Lungu, Antonio	186002172AC	Speed Limits Generally 46/30	D-TS	0
Maser, Richard W.	186002631AC	Use of cell phone while driving prohibited	BF	90
Mccluskey, Stephen William	186002733AC	Speed Limits Generally 47/30	BF	199
Mccotter, Sabrina M	01465M	Speed Limits Generally 46/30	BF	202
Mciver, Christine M	01782M	Criminal trespass	BF	10
Mclaurin, Duncan Michael	186002462AC	Turning left at intersection	BF	100
Mclaurin, Robert Wayne	186002146AC	Use of cell phone while driving prohibited	BF	75

Menon, Lakshmi R	186002354AC	Speed Limits Generally 39/25	BF	188
Michiel, Orit Haviva	186002332AC	Speed Limits Generally 53/30	BF	281
Mikva Rosenberg, Keren Yafa	186002618AC	Speed Limits Generally 46/30	BF	192
Miller, Tyler Robert	186002503AC	Speed Limits Generally 35/25	BF	130
Milne, Ellen Dierberg	186002174AC	Speed Limits Generally 45/30	D-TS	0
Mitchell, Judith M.	186002074AC	Unsafe Turning Movement	BF	45
Mitchelson, Brandi Lynn	186002326AC	Failure to Maintain Lane	BF	90
Morales Tzompa, Irma	186002646AC	No Driver's license	BF	410
Naeem, Faraz Hamid	186002653AC	Speed Limits Generally 45/30	BF	185
Narayana, Vasanthraj D	186002652AC	brake lamps required	BF	90
Narayana, Vasanthraj D	186002617AC	Speed Limits Generally 41/30	BF	157
Nedveck, Madison Lynn	186001935AC	Marijuana: use and/or possession	D- Per Town's Motion	0
Newman, Thomas Preston	186002564AC	Stop Sign Violation	BF	130
Nielson, Curtis D	01242M	Contributing to delinquency of minor	BF	90
Nikin, Anja M	186002599AC	Use of cell phone while driving prohibited	BF	65
Norris, Luke J	01070M	Public intoxication	BF	110
Olivieri, Kimberly J	01580M	Careless driving	BF	250
Pee, Han Shin	186002506AC	Speed Limits Generally 44/25	BF	223
Phillips, Florence Mccall	186002542AC	Stop Sign Violation	BF	130
Politic, Ionatan Marian	186002448AC	Failure to Obey Traffic Control Device	D-TS	0
Potter, Christian James	186002171AC	Public intoxication	BF	110
Rasmussen, Niels Lee	186002333AC	Public intoxication	BF	110
Reyes, Israel	01676M	Interference with Police Department	D- Per Town's Motion	0
Reyes, Israel	01677M	Urinating in Public	D- Per Town's Motion	0
Ricketts, Sean William	186002677AC	No display of current registration	BF	130
Rinaudo, Melanie Danielle	186002615AC	Limitations on Backing	BF	100
Rivera Lopez, Juan E	186002648AC	Use of cell phone while driving prohibited	BF	75
Roof, Whitney Lee	186002629AC	Speed Limits Generally 30/15	BF	185
Rosario Cotto, Joseph Daniel	186002647AC	Speed Limits Generally 50/30	BF	230
Sanchez Ortega, Jorge	186002678AC	No Driver's license	BF	400
Sandretto, Paul Anthony	186002630AC	Limitations on Backing	BF	90
Schrems, Rebecca Ann	186002735AC	Speed Limits Generally 44/30	BF	178
Seddon, Gabrielle M	03569L	No display of current registration	BF	125
Sepulveda, Cesar A	186001959AC	Speed Limits Generally 50/30	D-TS	0
Sigircik, Gokhan	186002600AC	Stop Sign Violation	D-TS	0
Stratton-brook, Hillary Elizabeth	186002459AC	No display of current registration	BF	150
Tabor, Andrew Anthony	186002502AC	MPH over limit Bond 43/25	BF	216
Tozzi, John Christopher	186002689AC	Stop Sign Violation	BF	140
Tschosik, Lyle A	186002233AC	Speed Limits Generally 36/25	D-TS	0
Vandenbroeke, Travis Robert	186002690AC	Use of cell phone while driving prohibited	BF	75
Witz, Kathryn Elizabeth	186002504AC	Use of cell phone while driving prohibited	BF	90

STAFF REPORT



Meeting Date:	October 4, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P21-216 TEMPORARY SIGN PERMIT Habitat for Humanity Poinsettia Fundraiser	Public Comment:	Yes

Purpose & Policy Considerations.

To approve or deny a temporary sign not requiring a special event or exposition license under the Town's sign standards.

Requested Action.

Habitat for Humanity of the Greater Teton Area has requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs for their Poinsettia Fundraiser (see attached for details 10 x 10 vinyl).

- 105 Buffalo Way, Albertson's during:
 - November 1 – November 15

Section 5.6.1.C.4.c of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

Recommendations.

The Planning Director recommends approval based on finding that the request is consistent with the LDRs subject to the following conditions:

1. The use of site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following locations:
 - 105 Buffalo Way, Albertson's during:
 - November 1 – November 15

Background.

NA

Analysis.

NA

Possible Alternatives.

NA

Fiscal Impact.

None.

Staff Impact.

Preparation of this report took approximately 2 hours of staff time to process.

Attachments or Links.

Applicant Submittal

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

I move to **approve** the temporary banner in conjunction with Habitat for Humanity of the Greater Teton Area subject to three (3) conditions of approval:

1. The use of site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following locations:
 - 105 Buffalo Way, Albertson's during:
 - November 1 – November 15

Habitat Banner
10ft x 10ft
Full Color





TEMPORARY SIGN PERMIT APPLICATION
Planning & Building Department

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

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

EVENT NAME:

Event Name: Poinsettia Fundraiser Physical Address of Event: 850 West Broadway, Jackson
Description of Event: Fundraiser for Habitat for Humanity of the Greater Teton Area
Grand Opening ____ Yes ☒ No ____

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 4194, Jackson, WY 83001 Phone: 307 734 0828
E-mail: nick.staron@tetonhabitat.org ZIP: 83001
Non-Profit: ☒ For Profit: ____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertsons - Grocery store</u>	Business/Description: _____
Physical Address: <u>105 Buffalo Way</u>	Physical Address: _____
Dates of Display: <u>November 1 to 15</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ____	Consent from Owner Obtained? Yes ____ No ____
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ____ No ____	Consent from Owner Obtained? Yes ____ No ____

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

Yes ☒ No ____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.
Yes ☒ No ____ Installation specifications, and any structural details or specifications required for freestanding signs.

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

Nick Staron
Signature of Authorized Event Applicant
Nicholas Staron
Applicant Name Printed

8/6/21
Date
Community Engagement Manager
Title

STAFF REPORT



Meeting Date:	October 4, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P21-226 TEMPORARY SIGN PERMIT TCSAR Foundation Avalanche Workshop	Public Comment:	Yes

Purpose & Policy Considerations.

To approve or deny a temporary sign not requiring a special event or exposition license under the Town's sign standards.

Requested Action.

The Teton County Search and Rescue Foundation has requested to display two temporary banners under Section 5.6.1.C.4.c of the LDRs for their Wyoming Snow and Avalanche Workshop (see attached for details 8 x 8 vinyl at Albertsons and 6 x 6 vinyl at Phil Baux Park).

- 105 Buffalo Way, Albertson's during:
 - October 10 – October 24
- 100 E. Snow King, Phil Baux Park during:
 - October 10 – October 24

Section 5.6.1.C.4.c of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

Recommendations.

The Planning Director recommends approval based on finding that the request is consistent with the LDRs subject to the following conditions:

1. The use of sites shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The signs are approved for the following locations:
 - 105 Buffalo Way, Albertson's during:
 - October 10 – October 24
 - 100 E. Snow King, Phil Baux Park during:
 - October 10 – October 24

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Fiscal Impact.

None

Staff Impact.

Preparation of this report took approximately 2 hours of staff time to process.

Attachments or Links.

Applicant Submittal

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

I move to **approve** the temporary banner in conjunction with Teton County Search and Rescue Foundation subject to three (3) conditions of approval:

1. The use of sites shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The signs are approved for the following locations:
 - 105 Buffalo Way, Albertson's during:
 - October 10 – October 24
 - 100 E. Snow King, Phil Baux Park during:
 - October 10 – October 24



WYSAW

WYOMING SNOW & AVALANCHE WORKSHOP
Center for the Arts

Saturday, October 29th
Register at tetoncountysar.org/events



AMERICAN
AVALANCHE
ASSOCIATION



at&t



Stephen P.
Adamson Jr.
Memorial Fund



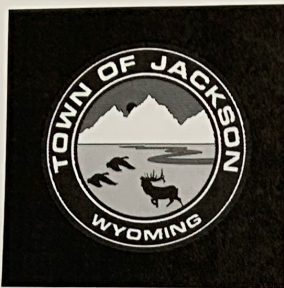


WYSAW

WYOMING SNOW & AVALANCHE WORKSHOP
Center for the Arts

Saturday, October 26th, 2019
Register at tetoncountysar.org/wysaw





TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

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

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

EVENT NAME:

Event Name: WYSAW Physical Address of Event: 265 S. Cache, Jackson, WY
Description of Event: The Wyoming Snow & Avalanche Workshop is an educational event about backcountry safety.
Grand Opening ____ Yes ____ No ☒

EVENT SPONSOR/APPLICANT: Name: TCSAR Foundation

Mailing Address: PO Box 1063, Jackson, WY Phone: 970-846-7766
E-mail: matt@tetoncountysar.org ZIP: 83001
Non-Profit: ☒ For Profit: ____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertson's</u>	Business/Description: <u>Phil Baux Park</u>
Physical Address: <u>105 Buffalo Way</u>	Physical Address: <u>10 E. Snow King Ave.</u>
Dates of Display: <u>10/10/21 - 10/24/21</u>	Dates of Display: <u>10/10/21 - 10/24/21</u>
Consent from Owner Obtained? Yes ☒ No ____	Consent from Owner Obtained? Yes ☒ No ____
Business/Description: ____	Business/Description: ____
Physical Address: ____	Physical Address: ____
Dates of Display: ____	Dates of Display: ____
Consent from Owner Obtained? Yes ____ No ____	Consent from Owner Obtained? Yes ____ No ____

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

Yes ☒ No ____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.
Yes ☒ No ____ Installation specifications, and any structural details or specifications required for freestanding signs.

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

Signature of Authorized Event Applicant

Matt Hansen

Applicant Name Printed

Date

8/4/21
Comms. Director

Title TCSAR Foundation

STAFF REPORT



Meeting Date:	October 4, 2021	Meeting Title:	Regular
Submitting Department:	Public Works	Presenter:	Brian Lenz, Town Engineer
Agenda Item:	P21-009: Indian Springs HOA Community Lots Request for Town Sewer Services	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider a new Town sewer collection and treatment services request for an existing development.

Requested Action.

Town Council consideration of the applicant's request for Town sewer collection and treatment services.

Recommendations.

Staff recommends approval of the applicant'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/details as required by the Town Attorney, are set forth in a Sewer Service Connection and Use Agreement that will be subject to Council consideration at a future meeting.

Background.

PURPOSE AND APPLICABILITY

The application presented is a request for Town sewer services and to establish the conditions for allowing the sewer connections. The proposed development is located outside of the Town's corporate limits AND not within an existing contracted sewer service area.

The request for service is 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. See the TOWN PROCESS FOR WATER AND SEWER SERVICE REQUESTS section below for more detail on the process. 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.

EXISTING DEVELOPMENT

The subdivision is located between, and takes access from, Boyles Hill Road and Highway 22, and is less than one mile west of the Town's limits at the intersection of South Park Loop Rd., Tribal Trails Rd., and Boyles Hill Rd. Indian Springs is comprised of a variety of lots spread across the subdivision and separated by open space under conservation. The request as presented is to connect 23 lots located on the north side of Boyles Hill (the "**Community Lots**") that are currently served by private sewer collection and treatment systems. Currently, 21 of the 23 Community Lots have been developed. See Figure 1 below for more detail. The lots are about five acres in size with development potential for a single family home and an accessory residential unit. Connection to the Town's sewer services is proposed through the Wilson Sewer District's conveyance system. Individual lots, addresses, owners, and other information are included in the application material. The other lots within the subdivision are larger and have their own on-site systems or already connect to the Town's system and are not part of this request.

The applicant has made the application for a request of services due to failing leachfields that are undersized by current standards in each of their treatment and subsurface effluent disposal fields, i.e. large scale septic systems. The Wyoming Department of Environmental Quality (April 2, 2021 Letter) has provided the Applicant three alternatives to remedy their current sewage disposal non-compliance: 1) Limit the flows to the existing system, 2) Replace the existing community system with a new system that provides adequate capacity, or 3) Connect to the Town of Jackson sewer system (via the

Wilson Sewer District). Option 1 is not viable given the extent to which the development is built out. Of the remaining two options, the preferred option of the DEQ and Applicant is Option 3.

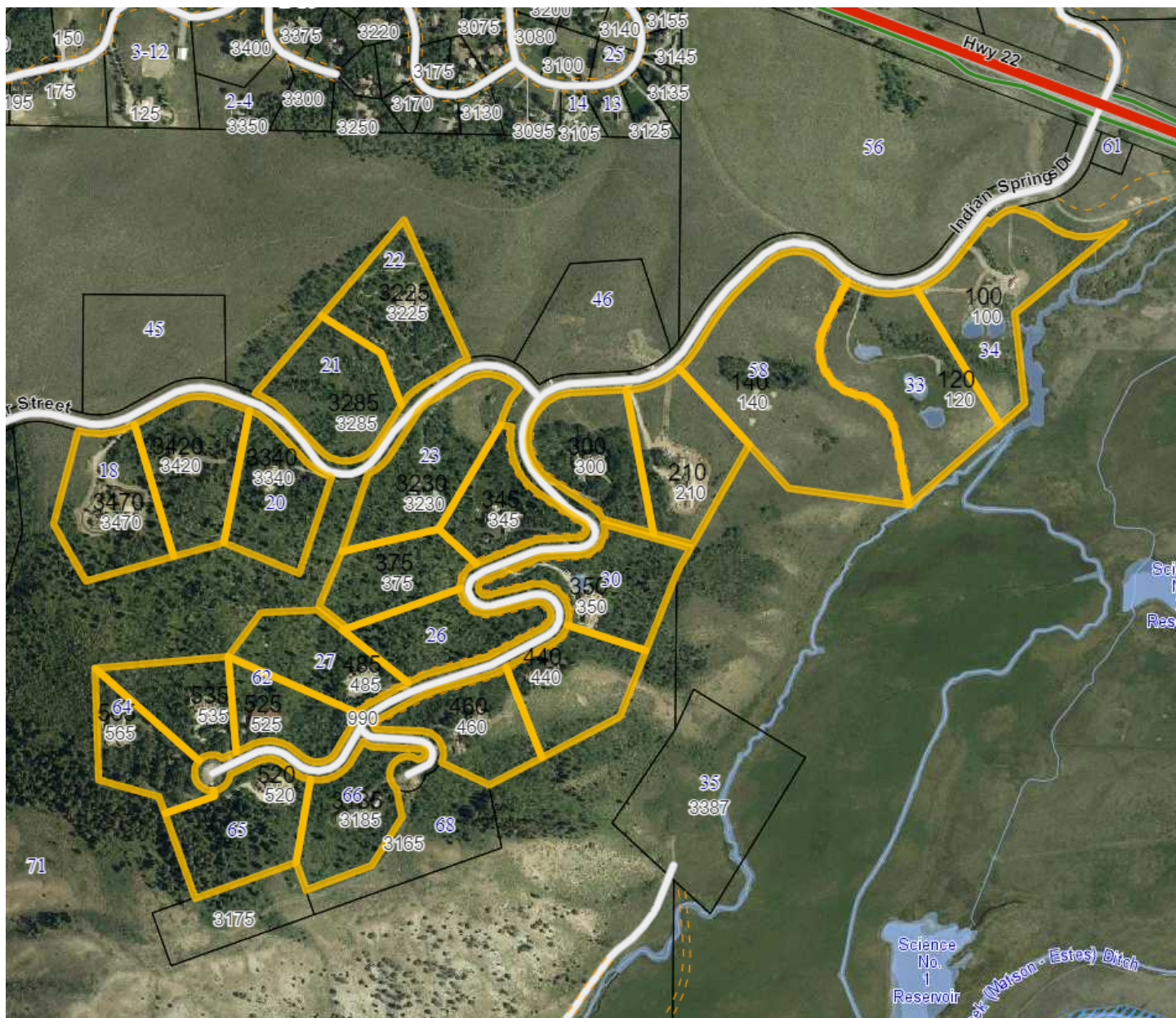


FIGURE 1: Lots within the proposed service area.

The existing on-site Indian Springs collection systems¹ and new conveyance sewer² would remain privately owned by Indian Springs HOA. Neither the Indian Springs nor the Wilson Sewer District's ("WSD") collection and conveyance systems will be owned, operated, or maintained by the Town.

¹ Collection System: A network of pipes and manholes that collect sewage from multiple lots and transport it to a point of treatment or conveyance.

² Conveyance System: A network of pipes, manholes, vaults, pumps, and appurtenances that convey collected sewage to a point of treatment or in this case the Wilson Sewer District's conveyance system.

The applicant has already completed a majority of the design work for the conveyance system and, if approved, is prepared to proceed with satisfying the conditions of approval and participating in a connection and use agreement. The applicant is currently coordinating with the DEQ to maintain its existing permit, which is subject to DEQ mandated corrective measures required to rectify pollution concerns associated with the community system and begin construction of corrective measures by June 1, 2022.

TOWN PROCESS FOR SEWER SERVICE REQUESTS

For all developments that request connection to Town sewer services, 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 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 (and any other relevant parties) to draft a CUA that includes the conditions of approval identified during Step 1 and other necessary contract terms. If approved by Council, 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.

Analysis.

SEWER COLLECTION AND TREATMENT

The Applicant's existing private sewer collection system serving the Community Lots consists of two systems that collect sewage from two separate collection areas and transport the sewage to two separate subsurface drain fields (north and south) for disposal and treatment. Because the Community Lots are already served by collection systems, only a new conveyance system is needed to complete the connection to the WSD system. In detail, their proposed plan would provide for gravity flow of sewage from their north system to the WSD conveyance system. The south collection system would flow to their existing pump system that would pump sewage to the north system where it could flow by gravity to the WSD conveyance system. This plan requires, approximately, 4,200 feet of new piping generally located within the existing right-of-way. The north segment of the line would require an easement from the Teton Science School, which the application states has been verbally agreed to. Sewage from the subdivision will be characteristic of residential sewage.

Sewer Line Infrastructure (Collection) Upgrade Needs

Because this area was not considered in the modeling during the recent Capacity Study, the Applicant will be responsible for modeling the impacts the connection would have on facilities downstream of the connection and paying for any and all necessary upgrades required by the connection. Should Council approve this request for sewer service, the Town will work with the Applicant to evaluate and determine any necessary improvements to the Town's sewer and treatment systems. Sewage from this connection will flow through the Cottonwood/High School Road sewer that is slated for enlargement in approximately 2029.

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 the application. While, as is the case with individual connection requests, the addition of

this development will not significantly reduce the amount of time remaining before treatment plant upgrades would be required (estimated at less than one year), it will still reduce that amount of time.

WILSON SEWER DISTRICT (WSD) CONNECTION AND USE AGREEMENT

The applicant is proposing to connect through the WSD which is currently operating under a connection and use agreement from 2003 (the "WSD Agreement"). Notably, because the WSD has annexed the Community Lots into their district, it may be more appropriate to amend the WSD Agreement rather than create a new agreement for Indian Springs. Staff has provided a condition that the request and drafting of the CUA will be reviewed in conjunction with the WSD Agreement and the appropriate agreement will be drafted by the Town Attorney. If the service request is approved staff will coordinate with the relevant parties to determine the appropriate agreement(s) to present to council.

WATER AND SEWER SYSTEMS EVALUATION REPORT (CAPACITY REPORT)

This proposed development was not included in the 2020-2021 Capacity Study and will have impacts on the Town's sewer system that were not considered in the study.

CONSIDERATIONS

Staff has considered the following factors in recommending its approval:

A. Existing Versus New Development

The proposed connection is for primarily existing development, with 21 of 23 lots built on, that currently have two failing or substandard on-site community subsurface effluent disposal systems that may lead to environmental degradation and/or compromised water quality. The Indian Springs subdivision has developed in coordination with the Town including existing agreements for water and sewer services to lots along Boyles Hill Road, providing for Town water supply well sites and well control house, and its counterpart Indian Trails subdivision within the town. The request for service is consistent with past Town interactions with the subdivision.

B. Expanded Service Area and Capacity Timeline

This request is from outside the Capacity Study area and will reduce the future capacity timeline for the treatment plant and other necessary upgrades. The potential service area could reduce the capacity timeline for the sewer treatment plant by less than a year based on current capacity modeling. Given that all but two of the lots have been developed, essentially the full impacts to the Town's systems would be realized once connected.

Staff has discussed with the applicant the possibility of the larger lots within the subdivision also connecting to the Town's system, but that is not part of the request and would be reviewed under a separate application. Staff does not expect this expansion in service area to lead to further requests for expansion.

C. Zoning and Development are Consistent with Comprehensive Plan

The development is existing and is consistent with the Comprehensive Plan and existing zoning.

D. Deed Restricted and/or Workforce Housing

There are no existing deed restricted or workforce housing units included in the application service area.

E. Potential For Reduced Environmental Impact

The proposed connection will eliminate a potential source of environment and water quality degradation resulting from deficiencies in the applicant's existing onsite treatment and disposal systems. The existing disposal and treatment systems discharge sewage into the ground for treatment within a mile up gradient from our western water supply wells and eliminating the subsurface disposal systems eliminates potential sources of contamination to the drinking water supply.

F. Geographical Location

The proposed connections are located on a hillside and within about a mile from the existing Wilson Sewer District Conveyance System, which has an easement across the Indian Springs property, where a feasible connection could be made. While outside of the Town's existing contracted service area, the existing development is located such that it would be an "infill" to our current contracted service area, meaning that it is located along existing sewerage infrastructure that connects to the Town's system.

G. Costs To Upgrade and Impacted User Classes

The proposed connection costs of improvements and upgrades will be borne by the applicant and at no cost to the current rate payers. The new conveyance system will be designed, constructed, operated, and maintained by the applicant.

CONDITONS OF APPROVAL

If these requests for service are approved by Council at this initial step, staff suggests the following conditions of approval:

STANDARD CONDITIONS OF APPROVAL

- A. If the request is approved by Town Council, the Connection and Use Agreement (CUA) for sewer services will also require Town Council Approval.
- B. That a Connection and Use Agreement for Sewer Services be executed by the Town Council not more than one year from the date of the motion to approve the request for services.
- C. The infrastructure shall be designed, permitted, constructed, owned, operated, maintained, repaired, replaced, etc. by the Applicant at the Applicant's sole cost, unless otherwise established in the CUA.
- D. 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. Plan sheets should be scalable at 11"X17". 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.
- E. For existing lots, the Connection and Use Agreement(s) shall be recorded with the Teton County Clerk for each lot approved for connection. Applicant is responsible for all Teton County Clerk recording fees.
- F. Applicant is required to secure all easements and permissions necessary to complete the collection and conveyance systems.
- G. Applicant is responsible for any required pre-treatment (e.g. grease, odor, nitrates, ammonia, etc.) required to produce an acceptable sewage that does not negatively impact the Town's systems.
- H. Prior to construction of any main 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 a service to the Town's systems, or private extensions thereto, permits for the construction of said infrastructure must be issued by the Town, or as established in the CUA.
- J. The applicant will furnish and pay for an Engineer, and in some cases a Resident Project Representative, to represent Engineer at the site and assist Engineer in observing the progress and quality of the work prior to certification after completion.
- 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 for the inspection, testing observation, and certification of the system by a licensed Wyoming Engineer.
- 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. Applicant shall agree to annexation by the Town or waive their right to object to annexation as finalized in the Connection and Use Agreement.
- N. Town may hire a Town-selected qualified engineering consultant to review the proposed reports, modeling, plans, specifications, and the like to objectively determine whether each technical report or document is consistent with Town standards, Wyoming DEQ rules and Regulations, design principles and practices in use at the time of application, and/or modeling updates. 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.

- O. Town may hire a Town-selected qualified engineering consultant 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.
- P. 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.

REQUEST SPECIFIC CONDITIONS OF APPROVAL:

- 1. The approval is for 23 single family residential lots with primary structures and any accessory uses allowed by the development regulations for Teton County Suburban zoning.
- 2. Connection and Use Agreement will be reviewed in conjunction with the existing Wilson Sewer Agreement and the appropriate agreement will be drafted. Said agreement may be with the WSD, the Applicant, or both parties as determined by the Town Attorney.
- 3. Provide at least the last five years of water meter and wastewater flow data where available. If the flow data is greater than presented in the application the application may be denied.
- 4. Applicant and/or the WSD will be responsible for all costs to provide 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 and future flows and capacity of downstream facilities.
- 5. Applicant and/or the WSD shall be responsible for all costs to design, permit, and construct upgrades determined necessary within the Town's systems associated with services for the development. Including compensation for the services rendered by the Town.
- 6. 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 and as finalized in the Connection and Use Agreement.
- 7. Metering for sewer volumes shall be as finalized in the Connection and Use Agreement and may be required to be the responsibility of the WSD.
- 8. Prior to the Town drafting the CUA the Applicant shall be responsible for obtaining, or verifying in writing that they are obtainable, all permits, licenses, easements, and agreements for the proposed facilities.
- 9. Applicant or WSD shall not deny any reasonable requests for connection to the system by adjacent properties approved by the Town and may do so at a cost that recoups expenses for the system but are not excessive or punitive.
- 10. The system must obtain a permit to construct from the Wyoming Department of Environmental Quality prior to issuance of any connection permit.

Possible Alternatives.

- 1. Approve the request to connect subject to conditions of approval, as presented.
- 2. Continue the request to connect until after Council sets policy(ies) for connections outside Town and currently contracted service areas.
- 3. Deny the request to connect.
- 4. Other.

Comprehensive Plan & Priority Alignment.

This project relates to the Town Comprehensive Plan Common Value #1- Ecosystem Stewardship. 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
 - Policy 1.2.c: Monitor and maintain water quality – *calls for monitoring cumulative impacts on water quality and the effectiveness of mitigation efforts and strive to exceed State and Federal requirements for quality and monitoring to enhance water quality in the area.*

Fiscal Impact.

One-time capacity fees would be collected prior to connection that would be determined by the fees established in the Municipal Code at the time of application for the permit to construct the connection. The ongoing fiscal impact thereafter are the wastewater usage fees paid to the Town. The fee amounts are set forth in Title 13 of the Jackson Municipal Code.

When additional services are connected to the Town's sewer systems, there is a cumulative impact to the Town's operation and maintenance costs for the wastewater collection and treatment systems and reductions in the Town systems' remaining capacities.

Staff Impact.

Step 1: Staff time during Step 1 has been approximately 20 hours between Public Works, Planning, Legal and Administration staff.

Step 2: Drafting and Consideration of Connection and Use Agreements for Sewer Services will each have the following impacts.

- CUA Sewer Drafting: 10-20 Hours for each Administration, Legal, and Public Works, for a total of 30-60 hours.
- CUA Finalization and Staff Reports: 8-16 Hours for each Administration, Legal, and Public Works for a total of 24 to 48 hours.

Step 3: Connection Permits for a system can take 8-24 hours and each individual connection and additional 4-8 hours.

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 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 administer the CUA.

The impact to the Town of providing wastewater service to the Applicant at this time is minimal but contributes to the cumulative impact to Public Works staff who maintain the sewer systems, the Finance Department that handles the billing, and to the Wastewater Treatment Plant capacity as the Town continues to connect more customers both within and outside of Town limits.

Attachments or Links.

The Applicant's application and supporting documents.

Public Comment

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

I move to 1) approve the Indian Springs Ranch HOA, Inc. request for sewer collection and treatment services subject to the conditions of approval set forth in this staff report; 2) direct staff to draft an appropriate Sewer Service Connection and Use Agreement, as determined by the Town Attorney and recognizing said agreement may be between the Wilson Sewer District and the Town, providing sewer collection and treatment services for the Indian Springs Ranch HOA Community Lots; and 3) present the Agreement to Council for consideration at a future Council Meeting.



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: June 21, 2021	REQUESTS: The applicant is submitting a request for a Sewer Connect located in the Indian Springs Subdivision for lots: 18,19,20,21,22,23,24,25,26,27,28,29,30,31,33,34,58,62,63,64,65, 66,69 For questions, please call Brian Lenz 733-0440 x1410 or email to the address shown below. Thank you.
Item #: P21-156	
Planner: Tyler Valentine	
Phone: 733-0440 ext. 1305	
Email: tvalentine@jacksonwy.gov	
Owner: Indian Springs HOA, Inc. PO Box 1599 Jackson, WY 83001	
Applicant: Nelson Engineering PO Box 1599 Jackson, WY 83001	
Please respond by: July 12, 2021 (with Comments)	

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



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

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

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

PROJECT.

Name/Description: Indian Springs HOA, Inc. Wilson Sewer Connection
Physical Address: Indian Springs Ranch
Lot, Subdivision: ISR Lots 18-31, 33, 34, 58, 62-66, 69 PIDN: Multiple

PROPERTY OWNER. Please see attached letter for list of individual real property owners and PIDNs.

Name: Indian Springs HOA, Inc. (ISHOAI)* Phone: (307) 733-0205
Mailing Address: P.O. Box 2282, Jackson, WY ZIP: 83001
E-mail: cmw@cmwatkins.com, afloyd@wyom.net

APPLICANT/AGENT. *c/o Grand Teton Property Management

Name: _____ Phone: _____
Mailing Address: _____ ZIP: _____
E-mail: _____

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: Sewer Connection
☐ Environmental Analysis

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

Pre-application Conference #: _____ Environmental Analysis #: _____

Original Permit #: _____ Date of Neighborhood Meeting: _____

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

Have you attached the following?

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

 Notarized Letter of Authorization. A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.

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

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

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

Signature of Property Owner or Authorized Applicant/Agent
Christine Watkins

Name Printed

Date
President, ISHOAI

Title

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.

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Signature of Property Owner or Authorized Applicant/Agent

Christine Watkins

Name Printed

Date

6-9-21
President, ISHOAI

Title

**Indian Springs HOA, Inc.
PO Box 533
Jackson WY 83001**

March 9, 2021

Town of Jackson
PO Box 1687
Jackson WY 83001

RE: Planning Permit Application, Wilson Sewer Connection, Portion of Indian Springs Ranch Subdivision, Jackson, Wyoming

Dear Mayor and Town Council Members:

I am writing on behalf of the Indian Springs Homeowners Association, Inc. (ISHOAI), to request that the Town of Jackson (TOJ) allow connection to its wastewater treatment facility (Publicly Owned Treatment Works, or POTW) by a portion of the Indian Springs Ranch Subdivision (ISR) via the sewer main owned by the Wilson Sewer District (WSD). The existing, community leachfield system currently serving these affected properties may be nearing the end of its useful life. Additionally, the available absorption areas are drastically undersized, considering modern design methodology.

The proposed service area would include up to 23 lots situated within ISR. The lots are currently served by two leachfields operating under DEQ UIC Facility No. WYS-039-065. The properties proposed to be connected include the following:

<u>PIDN</u>	<u>Legal Description</u>	<u>Owner</u>
22-41-17-36-1-04-003	Lot 18, Indian Springs Ranch	Teton Mountainview LLC c/o Alberto Pierdra
22-41-17-36-1-04-002	Lot 19, Indian Springs Ranch	Three Beasts LLC
22-41-17-36-1-04-001	Lot 20, Indian Springs Ranch	Stonehollow LLC
22-41-17-36-1-01-004	Lot 21, Indian Springs Ranch	Brown, WL Lyons III Trust
22-41-17-36-1-01-003	Lot 22, Indian Springs Ranch	Cosgrove, Terrence J Revocable Living Trust
22-41-17-36-1-05-011	Lot 23, Indian Springs Ranch	Engel, Peter E & Alison F Family Living Trust
22-41-17-36-1-05-010	Lot 24, Indian Springs Ranch	Fite, David M & Lowes, Danita R
22-41-17-36-1-05-009	Lot 25, Indian Springs Ranch	YS Holdings Limited Partnership
22-41-17-36-1-05-008	Lot 26, Indian Springs Ranch	Caldwell, William Royce Family 2011 Trust One Et Al
22-41-17-36-1-05-007	Lot 27, Indian Springs Ranch	JAABC Jackson Home LLC
22-41-17-36-1-05-005	Lot 28, Indian Springs Ranch	Aurelio, Richard & Linda Trustees
22-41-17-36-1-05-004	Lot 29, Indian Springs Ranch	Caldwell, Royce S & Patricia A Trustee
22-41-17-36-1-05-003	Lot 30, Indian Springs Ranch	Carey, Matthew A & Amber D Trust
22-41-17-36-1-05-002	Lot 31, Indian Springs Ranch	JH Refuge LLC
22-41-16-31-2-06-002	Lot 33, Indian Springs Ranch	MacKay, Jamie
22-41-16-31-2-06-001	Lot 34, Indian Springs Ranch	Vandewater, David T & Phyllis B
22-41-16-31-2-06-003	Lot 58, Indian Springs Ranch	Nixon, John D Revocable Trust
22-41-17-36-4-07-001	Lot 62, Indian Springs Ranch 2 nd filing	Harslem, Eric F & Clasquin, Lorraine A. Trustees
22-41-17-36-4-07-002	Lot 63, Indian Springs Ranch 2 nd filing	Stevenson, Charles P Jr
22-41-17-36-4-07-003	Lot 64, Indian Springs Ranch 2 nd filing	Haberfeld, Ralph H & Louise R Trustees
22-41-17-36-4-07-004	Lot 65, Indian Springs Ranch 2 nd filing	Aspen Trail Holdings LLC
22-41-17-36-4-07-005	Lot 66, Indian Springs Ranch 2 nd filing	ISJH Property LLC Attn Mark Farina
22-41-17-36-1-06-001	Lot 69, Indian Springs Ranch 3 rd filing	Beddow, Edward G Living Trust

All properties noted are designated residential in use. Attached is a table that provides a breakdown of the existing composition and use(s) associated with each respective lot, including current Equivalent Residential Unit

(ERU) projections. At present, the 23 properties comprise a total of 25 ERUs. At complete build-out, a total of 34.5 ERUs could potentially materialize.

The ISHOAI has already submitted a request for annexation to the WSD, and it was approved at their Board's regularly-scheduled meeting on February 16, 2021. Attached for your reference is a letter from the WSD to the Town documenting that approval.

ISHOAI is aware that, in addition to the WSD approval, a wastewater agreement with the TOJ will need to be sought, and that the fee structure is under imminent modification, that will become effective in July of this year. It is the hope of ISHOAI that an agreement can be struck under the current fee platform, prior to July 1, 2021. ISHOAI anticipates that any forthcoming agreement with the TOJ would be structured as multiple, individual contracts, for each separate property owner, as opposed to a blanket agreement involving only the ISHOAI.

Connection of the ISHOAI's wastewater infrastructure to the Town's system is not a new consideration, although this fact may be unfamiliar to the current Town Council members, as well as the engineering department staff. Attached for the Town's reference is a memo documenting a phone call between Sandy Buckstaff, former Town Engineer, and Robert Lucht, former DEQ UIC Program Supervisor, dated July 28, 1994. During the drafting of Permit to Construct 94-059, Mr. Lucht contacted Mr. Buckstaff to ensure that Condition 18 of the proposed permit would be a legally viable option for the developer of ISR, in the event that the leachfield system became compromised or failed. Mr. Buckstaff confirmed that the Town would serve not only these 23 lots but the entire subdivision. Consequently, the permit to construct was issued with the following stipulation (please also see attachments, and note that Condition 18 of 19 became Condition 13 of 14 at the time of final permit issuance):

Condition 18 (of 19) / 13 (of 14): *"In the event that either of the drainfields covered by this permit should fail to perform as designed, or in the event that permitted groundwater quality upper control limits contained in this permit be exceeded, the permittee shall take the following action:*

- a. Within 60 days of being notified by certified letter by the Administrator that the drainfield disposal system has failed under this provision, the permittee shall submit a set of approvable plans and specifications for the construction of an interceptor sewer to connect the system to the City of Jackson wastewater treatment facility (POTW).*
- b. Within six months of receiving an approved permit to construct under section 17(a) of this permit, construct the interceptor sewer line required.*
- c. Within 30 days of beginning operation of the interceptor sewer, remove all lift stations, sewer lines and surface facilities associated with the operation of the drainfields and not required for the operation of the interceptor sewer."*

Per the conditions imposed under Permit 94-059, connection to the Town's POTW via the WSD infrastructure is a subsidiary, albeit convenient, circumstance. Had the WSD not installed its sewer conveyance system, ISR would necessarily have designed and constructed its own interceptor sewer to connect to the TOJ POTW, in the event the ISR leachfield became compromised. It is the opinion of the ISHOAI that the TOJ's obligations established under Permit 94-059 should continue to be honored, regardless of whether the connection is accomplished via the WSD, or construction of a new interceptor sewer.

Fortunately, in 2003, ISHOAI was approached by the WSD with a request to route portions of its wastewater infrastructure through ISR properties. That request eventually resulted in an agreement between the two entities that, among other things, afforded ISHOAI the prerogative to connect to the WSD. The agreement further contemplated connection fees of \$19,414.00, commensurate with 17 ERUs, with provisions to connect additional

ERUs, if need be. As noted prior, the WSD has agreed to allow connection to their system by ISR, under the premise that 25 ERUs exist presently.

Aside from the condition of ISR's community leachfields, related UIC conditions, and the 2003 agreement between ISHOAI and WSD, it is ISHOAI's opinion that completing a connection with the TOJ POTW may alleviate groundwater contamination concerns associated with the community septic systems. Not only are ISR public water supply (PWS) wells situated downgradient from one of the absorption areas, but so, too, are a couple PWS wells that serve the TOJ. Removing potential contamination sources when the opportunity presents itself seems a prudent measure for any PWS.

On behalf of the ISHOAI, I am requesting your support and approval of this planning application. I look forward to hearing back from you with a scheduled meeting date for the presentation of this item. Please feel free to contact me directly if more information is required in advance of the meeting. Thank you for your time and consideration.

Sincerely,

Christine Watkins
Director & President, Indian Springs HOA, Inc.

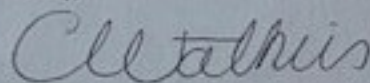
Enclosures

ERUs, if need be. As noted prior, the WSD has agreed to allow connection to their system by ISR, under the premise that 25 ERUs exist presently.

Aside from the condition of ISR's community leachfields, related UIC conditions, and the 2003 agreement between ISHOAI and WSD, it is ISHOAI's opinion that completing a connection with the TOJ POTW may alleviate groundwater contamination concerns associated with the community septic systems. Not only are ISR public water supply (PWS) wells situated downgradient from one of the absorption areas, but so, too, are a couple PWS wells that serve the TOJ. Removing potential contamination sources when the opportunity presents itself seems a prudent measure for any PWS.

On behalf of the ISHOAI, I am requesting your support and approval of this planning application. I look forward to hearing back from you with a scheduled meeting date for the presentation of this item. Please feel free to contact me directly if more information is required in advance of the meeting. Thank you for your time and consideration.

Sincerely,



Christine Watkins
Director & President, Indian Springs HOA, Inc.

Enclosures

Indian Springs HOA
Wilson Sewer Connection, TOJ Planning Permit
Existing Service Area Composition and ERU Projection

Lot No.	Primary SFD	Primary (No. Bdrms) ¹	Guest Qtrs	Guest Qtrs (No. Bdrms) ¹	ERU ²
18	Yes	4	Yes	2	1.5
19	Yes	5	Yes	2	1.5
20	Yes	5	No	0	1.0
21	Yes	4	No	0	1.0
22	Yes	6	No	0	1.0
23	Yes	5	No	0	1.0
24	Yes	5	Yes	1	1.5
25	No	0	No	0	0.0
26	No	0	No	0	0.0
27	Yes	7	No	0	1.0
28	Yes	4	Yes	2	1.5
29	Yes	5	No	0	1.0
30	Yes	6	Yes	1	1.5
31	Yes	6	Yes	2	1.5
33	No ³	0	Yes	1	0.5
34	Yes	3	Yes	2	1.5
58	Yes	5	No	0	1.0
62	Yes	5	No	0	1.0
63	Yes	4	Yes	1	1.5
64	Yes	6	No	0	1.0
65	Yes	5	Yes	0	1.0
66	Yes	5	Yes	1	1.5
69	Yes	3	No	0	1.0

25.0

Notes:

1. Highlighted values provided by current property owner(s). Remaining values estimated through correlation of existing building permit data and other available information.
2. Estimated based on WSD definitions for ARU and ERU.
3. Lot 33 permitted as 1-bedroom guest house (ARU) and future, 5-bedroom primary residence under SWF 2017-0056. At present, only 1-bedroom ARU has been constructed.

WILSON SEWER DISTRICT

P.O. Box 1587
AFTON, WY 83110

March 4, 2021

Town of Jackson
P.O. Box 1687
Jackson, WY 83001

RE: **Wilson Sewer District/Town of Jackson Agreement**

Dear Mayor and Town Council Members:

This letter is written on behalf of owners of properties that do not currently lie within the boundaries of the Wilson Sewer District. The owners have petitioned the Wilson Sewer District Board of Directors for annexation and sewer service. The Wilson Sewer District approved the annexation requests on February 16, 2021 and would like permission to execute the enclosed Connection and Use Agreement patterned after the agreement executed on June 19, 2003, between the Wilson Sewer District and the Town of Jackson. The aforementioned District/Town agreement requires Town approval for any service connection outside of the district boundaries. The Wilson Sewer District would like to allow properties outside of the District to connect to the sewer system, as it meets the District's primary objective of eliminating as many septic tank systems as possible which, in turn, protects the ground water.

The parcels are described as:

<u>PIDN</u>	<u>Legal Description</u>	<u>Owner</u>
22-41-17-22-3-04-009	Lot 9, R-G 2 nd filing	Brigham, Andrew & Margaret Trust
22-41-17-36-1-04-003	Lot 18, Indian Springs Ranch	Teton Mountainview LLC c/o Alberto Pierdra
22-41-17-36-1-04-002	Lot 19, Indian Springs Ranch	Three Beasts LLC
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22-41-16-31-2-06-001	Lot 34, Indian Springs Ranch	Vandewater, David T & Phyllis B
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22-41-17-36-4-07-003	Lot 64, Indian Springs Ranch 2 nd filing	Haberfeld, Ralph H & Louise R Trustees
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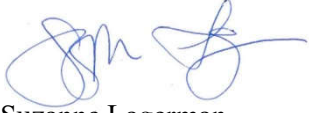
Enclosed for your reference is a District Boundary Map indicating the location of the parcels and the current version of the Outside User Connection and Use Agreement (as mentioned above).

Amending the District boundaries is a time consuming and costly process requiring petitions, a vote of all registered voters in the District, and, of course, a revision to the District/Town Connection and Use Agreement. Therefore, we

have, in the past, submitted a list of each property owner's connection request in writing to Town staff prior to issuing a connection license, on the condition that the District will amend the boundaries to include the property receiving service at such a time as the District determines that there are sufficient properties ready for annexation to justify the cost and expense of the annexation process. The last time we submitted such a request was in January of 2021 on behalf of one property owner.

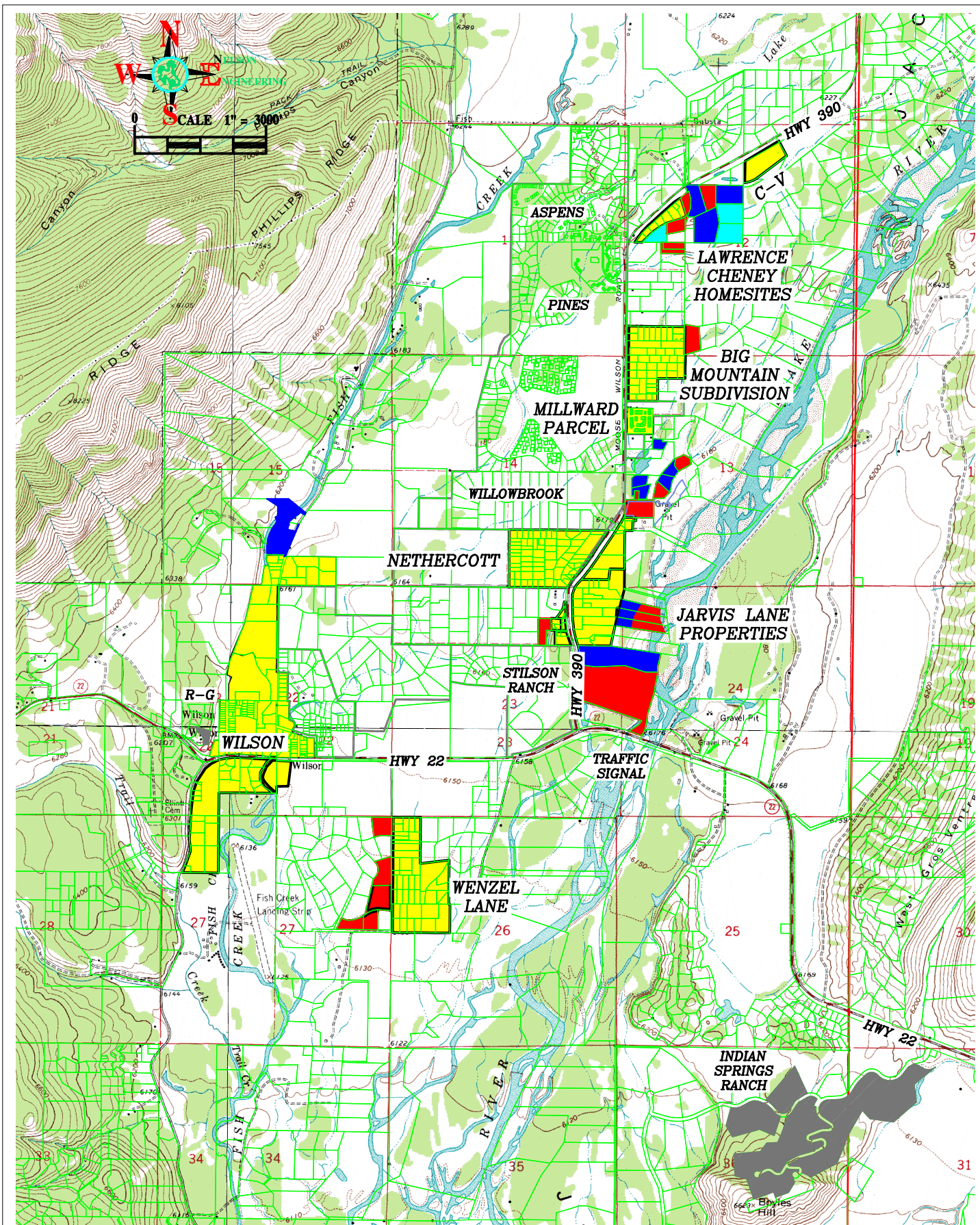
The members of the Wilson Sewer District Board of Directors thank you in advance for your time and consideration.

Sincerely,



Suzanne Lagerman
Assistant District Engineer

cc: Brian Lenz, Town Engineer



DRAWING NO
EXHIBIT
JOB NO

TITLE
 WILSON SEWER DISTRICT
 CONTRACTING FOR SEWER SERVICE
 PENDING SERVICE CONTRACTS
 PARCELS FOR CONSIDERATION
 PARCELS WITH ISSUED SWF PERMITS

**NELSON
ENGINEERING**
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

DATE	3/4/21	REV.
SURVEYED	-	
DRAWN	SLL	
CHECKED	SLL	
APPROVED	RRN	

TELEPHONE MESSAGE FORM
UNDERGROUND INJECTION CONTROL PROGRAM
WATER QUALITY DIVISION
WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY

CALLER: Sandy - The City Engineer for Jackson, Wyoming
WQD PERSON: Robert Lucht, P.E. & P.G., UIC Program Supervisor
TELEPHONE: (307) 733-3932
CASE NAME: Indian Springs Ranch Subdivision
DATE: July 28, 1994
SUBJECT: City Sewer Availability

1. I called the City of Jackson on this date to verify if condition 18 of permit to construct 94-059 is a legally viable option for the developer in the event that the system fails. Sandy assured me that it is and the City would be happy to take the sanitary waste from the entire subdivision.

MEMORANDUM
UNDERGROUND INJECTION CONTROL PROGRAM
WATER QUALITY DIVISION
WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY

MEMO TO: Jeff Hermanski

FROM: Robert Lucht

DATE: July 28, 1994

SUBJECT: Permit conditions 94-059; Indian Springs Ranch

1. The following conditions should be included in any permit that is drafted. These conditions are standard language for UIC permits and will insure that the department has every advantage in the event that a permit is issued and is later violated. No decision has been made by Garland as to whether the permit will be issued or not. Keith Burron assured me that we can insert these conditions. I am sending a copy of this memo to Jake and Keith at the same time. I will be out of the office tomorrow.

CONDITIONS FOR PERMIT TO CONSTRUCT 94-059

1 of 19. The groundwater in the Alluvial Aquifer along the Snake River and Spring Creek is classified as class I under Chapter VIII of Wyoming Water Quality Rules and Regulations (April 9, 1980). This classification was made because:

a. The groundwater in this formation meets all of the quality standards set forth in Chapter VIII for class I water;

and

b. The groundwater in this formation is presently being used as a source of water which meets the definition of class I.

Groundwater of class I shall not be degraded so as to make it unusable as a source of water for this purpose. Any parameters which do not meet the class of use standard shall not be degraded whatsoever.

2 of 19. Proper Operation and Maintenance. The permittee is required to conduct the operation in accordance with statements, representations and procedures presented in the complete permit application and supporting documents, as accepted and approved by the administrator.

The permittee is required at all times to properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve permit compliance. Proper operation and maintenance

includes effective performance, adequate funding, adequate operator staffing and training and adequate laboratory and process controls, including appropriate quality assurance procedures.

The subsurface discharge authorized by this permit shall be consistent with the conditions and content of the permit; any modifications which will result in a violation of permit conditions shall be reported by submission of a new or amended permit application and shall not be implemented until a new or modified permit has been issued.

3 of 19. Hazardous Waste. This permit does not allow for the injection of any hazardous waste as defined by 40 CFR 261. Injection of any substance defined as hazardous waste, whether hazardous by listing or by characteristic is a violation of this permit.

4 of 19. Entry and Inspection. The permittee shall allow the administrator, or an authorized representative, upon the presentation of credentials and other documents as may be required by law to:

- a. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
- b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit;
- c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), and practice, or operations regulated or required under this permit; and
- d. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the appropriate rules and regulations of the Department, any substances or parameters at any location.

5 of 19. Records and Reports.

- a. The permittee shall retain copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of the report or application.
- b. The permittee shall give notice to the administrator as soon as possible of any planned physical alterations or additions to the permitted facility.
- c. The permittee shall give advance notice to the administrator of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

d. The permittee shall report any noncompliance which may endanger health or the environment, orally within 24 hours from the time the permittee becomes aware of the circumstances. The report should include:

1. Any monitoring or other information which indicates that any contaminant may cause an endangerment to a usable groundwater of the state.
2. Any noncompliance with a permit condition or malfunction of the discharge (injection) system which may cause fluid migration into or between usable groundwaters of the state.

or surfacing of the discharge above ground
A written submission shall be provided within 5 days of the time the permittee becomes aware of the circumstances. This written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected; the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

- e. The permittee shall report all instances of noncompliance not reported otherwise, at the time monitoring reports are submitted; such reports shall contain the information listed in 5d. above.
- f. When the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the administrator, it shall promptly submit such facts or information.
- g. The permittee shall retain all records concerning the nature and composition of injected fluids until 5 years after completion of any specified plugging and abandoned procedures. The administrator may require the owner/operator to deliver the records to the administrator at the conclusion of the retention period.
- h. Within 30 days of the end of each calendar quarter, a report shall be filled with the Cheyenne Office, Wyoming Department of Environmental Quality, Water Quality Division, 122 West 25th Street, Cheyenne, Wyoming 82002, ATTN: UIC Program Supervisor. This report shall include:
1. The dates when readings were taken showing the presence or absence of water in each monitor well;
 2. The static water level for all wells which contained water for any date measured;

3. The results of all chemical analyses conducted for the quarter. The permittee should take samples a minimum of 4 weeks before the end of each calendar quarter to insure sufficient turnaround time at the laboratory;

- i. A comprehensive report for an aborted or curtailed operation authorized by this permit shall be submitted to the administrator within 30 days of complete termination of the injection (discharge) or associated activity, in lieu of an annual report.

6 of 19. Permit Actions

- a. After notice and opportunity for a hearing, a permit may be modified, suspended or revoked in whole or part during its term for cause which includes, but is not limited to, any of the following:
 - 1. Violation of the permit;
 - 2. Obtaining a permit by misrepresentation or failure of the discharge well or system.
- b. Each permit is reviewed at least once every 5 years, and may be reviewed more frequently.
- c. A permit may be modified at any time as may be required, including for conformity with changes in regulations or standards which occur after the permit is issued.
- d. A permit may be modified in whole or part in order to apply more, or less, stringent standards; or prohibitions for a toxic or other substance present in the permittee's discharge, as may be ordered by the council.
- e. This operation (permit) can be terminated by authority of the administrator for one or more permit violations.

7 of 19. It is a duty of the permittee to:

- a. Comply with all permit conditions;
- b. Halt or reduce activity -- it shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permittee activity in order to maintain compliance with the permit conditions;
- c. Take all reasonable steps to minimize or correct any adverse impact on the environment resulting from noncompliance with this permit; and
- d. Furnish to the administrator within a reasonable time, any information which the administrator may request to

determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit; and furnish to the administrator, upon request, copies of records required to be kept by this permit.

8 of 19. Pollution or waste which migrates into an aquifer containing a usable groundwater of the state is a violation of the permit.

9 of 19. All reports required by this permit and other requested information shall be signed as follows:

For a corporation -- by a principal executive officer of at least the level of vice-president;

For a partnership or sole proprietorship -- by a general partner or the proprietor, respectively;

For a municipality, state, federal or other public agency -- by either a principal executive officer or ranking elected official; or

By a duly authorized representative for any of the above. A person is a duly authorized representative only if:

- a. The authorization is made in writing by one of the described principals;
- b. The authorization specifies either an individual or position having responsibility for the overall operation of the regulated facility or activity; and
- c. The written authorization is submitted to the administrator.

If an authorization is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization must be submitted to the administrator prior to or together with any reports or information, to be signed by an authorized representative.

Any person signing a report or other requested information shall make the following certification:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and

imprisonment."

10 of 19. Permit Transfer

The owner/operator of record (permittee) is always responsible for permit compliance. A permit holder cannot transfer his permit without approval of the department director.

11 of 19. Severability

The provisions of this permit are severable, and if any provision of the permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

12 of 19. Noncompliance

Any permit noncompliance constitutes a violation of the permit.

The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification or planned changes or anticipated noncompliance, does not stay any permit condition.

13 of 19. Within 30 days of the issuance of this permit to construct, the applicant shall install monitor wells as required:

WELL NUMBER	LOCATION OF THE WELL
ISR B-5	On the north lot line to Lot 14, 200 feet from the northwest corner of Lot 14
ISR B-6	At the northeast corner of the building envelope on Lot 14
ISR B-7	At the southeast corner of the building envelope on Lot 13
ISR B-8	At the southwest corner of the building envelope on Lot 13
ISR A-5	500 feet due east of the southeast corner of Lot 58
ISR A-6	500 feet S30°E of the southeast corner of Lot 58
ISR A-7	450 feet due east of the northeast corner of Lot 35
ISR A-8	300 feet due east of the southeast corner of Lot 35

Hand to the owner
from volume - these wells
are located at property line
gradients are
established.

WELL NUMBER	LOCATION OF THE WELL
ISR A-9	400 feet southwest of the southeast corner of Lot 35 along the same bearing as the southeast lot line of Lot 35
ISR A-10	200 feet due north of the northeast corner of Lot 35

Within one week of the construction of the above wells, the permittee shall sample for all constituents required under condition 14 of this permit. This sample shall constitute a baseline sample for the purposes of this permit.

14 of 19. Environmental Monitoring Program for Groundwaters of the State

- a. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
- b. The permittee shall prepare records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation to be retained for a period of at least 3 years after closure of the facility.
- c. Records of monitoring information shall include:
 1. The date, exact place, and time of sampling or measurements;
 2. The name(s) of individual(s) who performed the sampling or measurements;
 3. The date(s) analyses were performed;
 4. Names of individuals who performed the analyses;
 5. The analytical techniques or methods used; and
 6. The results of such analyses.
- d. Test procedures for the determination of water quality parameters and constituents shall be in accord with provisions of Water Quality Rules and Regulations Chapter VIII, Section 7.
- e. Monitor wells ISR A-1, ISR A-4, ISR A-5, ISR A-6, ISR A-7, ISR A-8, ISR A-9, ISR A-10, ISR B-1, ISR B-2, ISR B-3,

ISR B-4, ISR B-5, ISR B-6, ISR B-7, and ISR B-8 shall be measured quarterly for static water level;

- f. Monitor wells shall be sampled and the groundwater analyzed on the following schedule for the following listed parameters:

WELL NAME OR NUMBER	SAMPLING SCHEDULE	ANALYTICAL METHOD	PARAMETER ANALYZED	PERMIT LIMIT (UCL) *
ISR B-5 ISR B-7 ISR B-8 ISR A-5 ISR A-6 ISR A-7 ISR A-8 ISR A-9	Quarterly	EPA Method 420.1	Total Phenolic Hydrocarbon	.001
		EPA 200 series methods	Cadmium	.026
			Chromium	.100
			Lead	.050
		EPA Method 350.3	Ammonia as N	.500
		EPA Method 353.2	Nitrate as N	10.0
	Annually	EPA Method 624	Purgeable Aromatic and Halogenated Hydrocarbon	Federal MCL's
ISR A-10 ISR B-6	Quarterly	EPA Method 420.1	Total Phenolic Hydrocarbon	No Permit Limit, Well is within the mixing zone
		EPA 200 series methods	Cadmium	
			Chromium	
			Lead	
	<i>Monthly</i>	EPA Method 350.3	Ammonia as N	
		EPA Method 353.2	Nitrate as N	
	Annually	EPA Method 624	Purgeable Aromatic and Halogenated Hydrocarbon	Federal MCL's

*All chemical concentrations in this permit are expressed

in mg/l unless otherwise noted. pH is always expressed in standard units and conductivity is expressed in mmhos/meter or umhos/cm.

g. The above Upper Control Limit (UCL) is not to be exceeded in any sample. Exceedance of this value is a violation of this permit and shall require corrective action. In the event that the baseline sample required in condition 13 of this permit is higher than the upper control limits established above, then the upper control limit shall be the baseline value for that individual well.

h. After the first four monitoring events, the WQD may substitute a shorter list for the above parameters, depending on the results reported. WQD may substitute less expensive methods for the above listed methods depending on the results of the first monitoring; and

i. The results of these analyses shall be submitted to the Cheyenne office by the last day of the month following the end of each quarter. The first set of results are due by the last day of October, 1994.

j. Proper well evacuation shall include removal of a minimum of 1 casing volume prior to sampling or pumping the well dry once, whichever occurs first. If possible, 3 casing volumes should be removed. Sample collection, preservation, transportation and chemical analytical procedures shall be completed in accordance with WQD and EPA standard procedures.

15 of 19. After the monitoring wells have fulfilled their useful purpose, they shall be abandoned according to procedures specified in Chapter XI, Part G, Section 70 of Wyoming Water Quality Rules and Regulations. Within 15 days after a well has been plugged and abandoned, the owner shall file a plugging record with WQD;

16 of 19. Monitoring well caps shall be kept locked at all times other than for monitoring purposes. Any tampering with the monitoring wells shall be reported immediately to the division. The wells shall be clearly numbered using either a stamp to permanently engrave the number into the steel top or by writing the number in the wet concrete of the base;

17 of 19. The permittee shall monitor the quality of the injected fluid (effluent at the last lift station before discharge to the drainfield) on an approved schedule. The following parameters shall be analyzed by the listed methods and reported quarterly:

— space

SAMPLING SCHEDULE	ANALYTICAL METHOD	PARAMETER ANALYZED	PERMIT LIMIT (UCL) *
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Quarterly	EPA Method 420.1	Total Phenolic Hydrocarbon	.05
	EPA 200 series methods	Cadmium	.026
		Chromium	.100
		Lead	.050
	EPA Method 350.3	Ammonia as N	50.0
Annually	EPA Method 624	Purgeable Aromatic and Halogenated Hydrocarbon	Federal MCL's

*All chemical concentrations in this permit are expressed in mg/l unless otherwise noted. pH is always expressed in standard units and conductivity is expressed in mmhos/meter or umhos/cm.

a. The above Upper Control Limit (UCL) is not to be exceeded in any sample. Exceedance of this value is a violation of this permit and shall require corrective action.

b. After the first four monitoring events, the WQD may substitute a shorter list for the above parameters, depending on the results reported. WQD may substitute less expensive methods for the above listed methods depending on the results of the first monitoring; and

c. The results of these analyses shall be submitted to the Cheyenne office by the last day of the month following the end of each quarter. The first set of results are due by the last day of October, 1994.

18 of 19. In the event that either of the drainfields covered by this permit should fail to perform as designed, or in the event that permitted groundwater quality upper control limits contained in this permit be exceeded, the permittee shall take action^{as required}:

a. Within 60 days of being notified by certified letter by the Administrator that the drainfield^{disposal system} has failed under this provision, the permittee shall submit a set of approvable plans and specifications for the construction of an interceptor sewer to connect the system to the City of Jackson wastewater treatment facility (POTW). ^{the following}

b. Within six months of receiving an approved permit to

construct under section 17(a) of this permit, construct the interceptor sewer line required.

c. Within 30 days of beginning operation of the interceptor sewer, remove all lift stations, sewer lines and surface facilities associated with the operation of the drainfields and not required for the operation of the interceptor sewer.

19 of 19. Except when prevented by snow or winter weather, the permittee shall cause the hillsides around both leachfield A and leachfield B to be inspected monthly for one year after beginning operations. The inspection shall note any change in the location or amounts of water surfacing on the hillsides. Any seeps found which have changed from their baseline conditions shall be sampled for the parameters required by condition 14 of this permit.

and Biochemical
Oxygen demand,
suspended
solids
and
fecal
coliform.

THE STATE



OF WYOMING

MIKE SULLIVAN
GOVERNOR

*Bob Neff
1st Week Nov*



Department of Environmental Quality

Herschler Building • 122 West 25th Street • Cheyenne, Wyoming 82002

ADMINISTRATION (307) 777-7758 FAX 777-7682	ABANDONED MINES (307) 777-6145 FAX 634-0799	AIR QUALITY (307) 777-7391 FAX 777-7682	INDUSTRIAL SITING (307) 777-7368 FAX 777-6937	LAND QUALITY (307) 777-7756 FAX 634-0799	SOLID & HAZARDOUS WASTE (307) 777-7752 FAX 777-5973	WATER QUALITY (307) 777-7781 FAX 777-5973
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August 26, 1994

Indian Springs Ranch Limited partnership
Mike T. Halpin
P.O. Box 291
Jackson, WY 83001

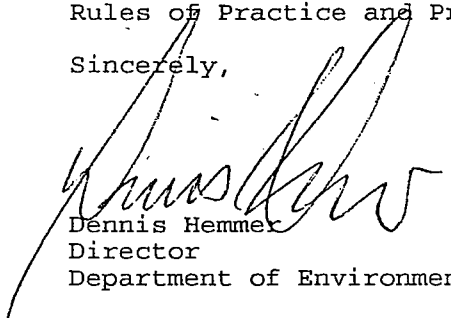
RE: As-Built Permit To Construct, WQD Reference Number 94-059R

Dear Mr. Halpin:

The Department of Environmental Quality/Water Quality Division (DEQ/WQD) has reviewed the referenced As-Built Application submitted by your engineer, Jorgensen Engineering and Land Surveying, P.C. Our review indicates that the application appears to meet DEQ/WQD regulations and the enclosed As-Built Permit To Construct is hereby issued. The enclosed permit covers the leachfields which have already been constructed as well as the groundwater monitoring wells which are to be constructed.

Please be advised that the system must be constructed, installed and operated in accordance with the statements, representations and procedures presented in the application and all supporting documentation as well as the terms and conditions of the permit. You are urged to be familiar with all aspects of the permit application, permit and permit conditions. Any person objecting to an action of the DEQ/WQD and desiring affirmative relief may request a hearing before the Environmental Quality Council in accordance with the procedures in the enclosed Rules of Practice and Procedure and the Wyoming Administrative Procedures Act.

Sincerely,


Dennis Hemmer
Director
Department of Environmental quality

DH/mad 43545.LTR
Enclosure

cc: Dick Worl, Teton County Sanitarian, P.O. Box 1727, Jackson, WY.83001

AS - BUILT
PERMIT TO CONSTRUCT

☒ New

Permit No. 94-059R
* **CONDITIONED** *

☐ Renewal

☐ Modified

Indian Springs Ranch, Community On-Site
Wastewater Disposal System - Leach Fields
(Name of Facility)

This permit hereby authorizes the applicant (name and address):

Indian Springs Ranch Limited Partnership

P.O. Box 291

Jackson, WY 83001

to have constructed two community leach fields and to install a series of groundwater monitor wells according to the procedures and conditions of the application No. 94-059R. The facility is located in Section 36, T41N, R117W in the County of Teton, in the State of Wyoming.

The issuance of this permit provides that the Department of Environmental Quality has evaluated and determined that the application meets minimum applicable construction and design standards. The compliance with construction standards and the operation and maintenance of the facility to meet the applicant's engineer's design are the responsibility of the applicant, owner, or operator.

The authority to construct granted by this permit does not mean or imply that the Wyoming Department of Environmental Quality guarantees or insures that the permitted facility, when constructed, will meet applicable discharge permit conditions or other effluent or operational requirements.

Nothing in this permit constitutes an endorsement of the construction or the design of the facility described herein. This permit indicates only that standards of design and construction required by the Environmental Quality Act have been met. The State assumes no liability for, and does not in any way guarantee the performance of, the permittee in the exercise of its activities allowed under this permit. The permittee understands that it is solely responsible to any third parties for any liability arising from the construction or operation of the facility described herein. By the issuance of this permit, the State does not in any way waive its sovereign immunity.

The permittee shall allow authorized representatives from the Department of Environmental Quality, Water Quality Division, upon the presentation of credentials and during working hours, to have access to inspect the facilities, at the above location, for the purpose of compliance with the provisions of this construction permit.

The permittee shall notify representatives from the Department of Environmental Quality, Water Quality Division the day construction commences and give an estimate of completion of the project. The authorized representative in your area can be contacted at the following address: District Engineer, State of Wyoming, Department of Environmental Quality, Water Quality Division, 250 Lincoln, Lander, WY 82520; telephone, 332-3144.

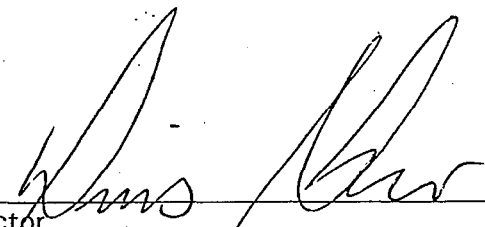
Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities or penalties established pursuant to any applicable State law or regulation.

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.

AUTHORIZED BY:



Administrator
Water Quality Division



Director
Department of Environmental Quality

9-1-94

Date of Issuance

This permit does not supersede the requirements for obtaining any permit from local agencies.

JH/jyi - 43545.ltr

SPECIAL CONDITIONS

1. of 14 The applicant will provide immediate oral and/or written notice to Water Quality Division, 250 Lincoln, Lander, WY 82520, (307) 332-3144, in accordance with the provisions of Section 9, Chapter III, Wyoming Water Quality Rules and Regulations of any changes or modifications which are not consistent with the terms and conditions of this permit.
2. of 14 Within sixty days of completion of construction of the authorized facility, the applicant will submit to Water Quality Division, 250 Lincoln, Lander, WY 82520, on the form provided (CERTIFICATION OF COMPLETION), the following information.
 - a. Date that construction of the monitor wells was completed; and
 - b. Date that the monitor wells and leachfields were placed in operation; and
 - c. Certification the monitor wells were constructed in accordance with the terms and conditions of the permit; or
 - d. Certification the monitor wells were completed with changes or modifications. Submittal of as-constructed plans and specifications for the system as it was constructed, certified by an engineer if appropriate.
3. of 14 The review and approval of this permit is based upon the items identified in the attached "Statement of Basis".

4. of 14 The groundwater in the Alluvial Aquifer along the Snake River and Spring Creek is classified as class I under Chapter VIII of Wyoming Water Quality Rules and Regulations (April 9, 1980). This classification was made because:

a. The groundwater in this formation meets all of the quality standards set forth in Chapter VIII for class I water;

and

b. The groundwater in this formation is presently being used as a source of water which meets the definition of class I.

Groundwater of class I shall not be degraded so as to make it unusable as a source of water for this purpose. Any parameters which do not meet the class of use standard shall not be degraded whatsoever.

5. of 14 A septic tank shall be installed at each source of sewage to the collection system. The tanks must be permitted by the Teton County Sanitarian and meet all sizing and construction requirements of the WQD and Teton County. All tanks must be pumped at a frequency in compliance with Teton County Standards but not less than once every ten (10) years.

6. of 14 It is a violation of this permit to discharge any parameter covered under EPA Method 624 in any concentration above the respective standard of Chapter VIII, Wyoming Water Quality Rules and Regulations.

7. of 14. Records and Reports.

a. The permittee shall retain copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of the report or application.

b. The permittee shall give notice to the administrator as soon as possible of any planned physical alterations or additions to the permitted facility. All proposed modifications to the treatment facility must be permitted by the DEQ/WQD prior to the start of construction.

c. The permittee shall give advance notice to the administrator of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

d. The permittee shall report any noncompliance which may endanger health or the environment, orally within 24 hours from the time the permittee becomes aware of the circumstances. The report should include:

1. Any monitoring or other information which indicates that any contaminant may cause an endangerment to a usable groundwater of the state.

2. Any noncompliance with a permit condition or malfunction of the discharge (injection)

system which may cause fluid migration into or between usable groundwaters of the state.

3. Any noncompliance caused by surfacing of sewage caused by this facility.

A written submission shall be provided within 5 days of the time the permittee becomes aware of the circumstances. This written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected; the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

- e. The permittee shall report all instances of noncompliance not reported otherwise, at the time monitoring reports are submitted; such reports shall contain the information listed in 7d. above.
- f. When the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the administrator, it shall promptly submit such facts or information.
- g. The permittee shall retain all records concerning the nature and composition of injected fluids until 5 years after completion of any specified plugging and abandoned procedures. The administrator may require the owner/operator to deliver the records to the administrator at the conclusion of the retention period.
- h. Within 30 days of the end of each calendar quarter, a report shall be filled with the Cheyenne Office, Wyoming Department of Environmental Quality, Water Quality Division, 122 West 25th Street, Cheyenne, Wyoming 82002, ATTN: UIC Program Supervisor. This report shall include:
 - 1. The dates when readings were taken showing the presence or absence of water in each monitor well;
 - 2. The static water level for all wells which contained water for any date measured;
 - 3. The results of all chemical analyses conducted for the quarter. The permittee should take samples a minimum of 4 weeks before the end of each calendar quarter to insure sufficient turnaround time at the laboratory;
- i. A comprehensive report for an aborted or curtailed operation authorized by this permit shall be submitted to the administrator within 30 days of complete termination of the injection (discharge) or associated activity, in lieu of an annual report.

8. of 14 Permit Transfer

The owner/operator of record (permittee) is always responsible for permit compliance. A permit holder cannot transfer his permit without approval of the department director.

9. of 14 Severability

The provisions of this permit are severable, and if any provision of the permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

10. of 14 Within 30 days of the issuance of this as-built permit, the applicant shall install monitor wells as required:

WELL NUMBER	LOCATION OF THE WELL
ISR B-5	On the north lot line to Lot 14, 200 feet from the northwest corner of Lot 14
ISR B-6	At the northeast corner of the building envelope on Lot 14
ISR B-7	At the southeast corner of the building envelope on Lot 13
ISR B-8	At the southwest corner of the building envelope on Lot 13
ISR A-5	500 feet due east of the southeast corner of Lot 58
ISR A-6	500 feet S30°E of the southeast corner of Lot 58
ISR A-7	450 feet due east of the northeast corner of Lot 35
ISR A-8	300 feet due east of the southeast corner of Lot 35
ISR A-9	400 feet southwest of the southeast corner of Lot 35 along the same bearing as the southeast lot line of Lot 35
ISR A-10	200 feet due north of the northeast corner of Lot 35

In the event that access cannot be obtained to install wells ISR B-7 and ISR B-8 on Lot 13, then an alternate acceptable location for these wells is: ISR B-7 at the northeast corner of the building envelope on Lot 12; and ISR B-8 at the midpoint of the north line of the building envelope on Lot 15.

Within one week of the construction of the above wells, the permittee shall sample for all constituents required under condition 11 of this permit. This sample shall constitute a baseline sample for the purposes of this permit.

In the event that gradients are such that the above monitor well locations are inappropriate, the permittee shall immediately propose alternative locations and install new wells in those locations after receiving WQD approval.

The monitor wells shall be constructed and installed to meet the application content. In addition, all wells shall be screened to a depth of ten (10) feet minimum below the groundwater surface.

11. of 14 Environmental Monitoring Program for Groundwaters of the State

- a. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
- b. The permittee shall prepare records of all monitoring information to be retained for a period of at least 3 years after closure of the facility.
- c. Records of monitoring information shall include:

1. The date, exact place, and time of sampling or measurements;
 2. The name(s) of individual(s) who performed the sampling or measurements;
 3. The date(s) analyses were performed;
 4. Names of individuals who performed the analyses;
 5. The analytical techniques or methods used; and
 6. The results of such analyses.
- d. Test procedures for the determination of water quality parameters and constituents shall be in accord with provisions of Water Quality Rules and Regulations Chapter VIII, Section 7.
- e. Monitor wells ISR A-1, ISR A-4, ISR A-5, ISR A-6, ISR A-7, ISR A-8, ISR A-9, ISR A-10, ISR B-1, ISR B-2, ISR B-3, ISR B-4, ISR B-5, ISR B-6, ISR B-7, and ISR B-8 shall be measured quarterly for static water level;
- f. Monitor wells shall be sampled and the groundwater analyzed on the following schedule for the following listed parameters:

WELL NAME OR NUMBER	SAMPLING SCHEDULE	ANALYTICAL METHOD	PARAMETER ANALYZED	PERMIT LIMIT (UCL)*
ISR B-5 ISR B-7 ISR B-8 ISR A-5 ISR A-6 ISR A-7 ISR A-8 ISR A-9	Quarterly	EPA Method 420.1	Total Phenolic Hydrocarbon	.001
		EPA 200 series methods	Cadmium	.010
			Chromium	.050
			Lead	.050
		EPA Method 350.3	Ammonia as N	.500
		EPA Method 353.2	Nitrate as N	10.0
ISR A-10 ISR B-6	Quarterly	EPA Method 420.1	Total Phenolic Hydrocarbon	No Permit Limit, Well is within the mixing zone
		EPA 200 series methods	Cadmium	
			Chromium	
			Lead	
	Monthly	EPA Method 350.3	Ammonia as N	
		EPA Method 353.2	Nitrate as N	

* All chemical concentrations in this permit are expressed in mg/l unless otherwise noted. pH is always expressed in standard units and conductivity is expressed in mmhos/meter or umhos/cm.

- g. The above Upper Control Limit (UCL) shall not be exceeded in any sample. Exceedance of this value is a violation of this permit and shall require corrective action. In the event that the baseline sample required in condition 10 of this permit is higher than the upper control limits established above, then the upper control limit shall be the baseline value for that individual well. Should the UCL be exceeded for any parameters, that well must be resampled within seven (7) days of receipt of test results. The results of the resampling must be provided to the WQD within 30 days of resample.
- h. After the first four monitoring events, the WQD may substitute a shorter list for the above parameters, depending on the results reported. WQD may substitute less expensive methods for the above listed methods depending on the results of the first monitoring; and the WQD may adjust the interval between sampling events.
- i. The results of these analyses shall be submitted to the Cheyenne office by the last day of the month following the end of each quarter. The first set of results are due by the last day of October, 1994.
- j. Proper well evacuation shall include removal of a minimum of 1 casing volume prior to sampling or pumping the well dry once, whichever occurs first. If possible, 3 casing volumes should be removed. Sample collection, preservation, transportation and chemical analytical procedures shall be completed in accordance with WQD and EPA standard procedures.

12. of 14 The permittee shall monitor the quality of the injected fluid (effluent at the last lift station before discharge to the drainfield) on an approved schedule. The following parameters shall be analyzed by the listed methods and reported quarterly:

SAMPLING SCHEDULE	ANALYTICAL METHOD	PARAMETER ANALYZED
Quarterly	EPA Method 420.1	Total Phenolic Hydrocarbons
	EPA 200 series methods	Cadmium
		Chromium
		Lead
	EPA Method 350.3	Ammonia as N
Annually	EPA Method 624	Purgeable Aromatic and Halogenated Hydrocarbons

- a. After the first four monitoring events, the WQD may substitute a shorter list for the above parameters, depending on the results reported. WQD may substitute less expensive methods for the above listed methods depending on the results of the first monitoring; and the WQD may adjust the interval between sampling events.
- b. The results of these analyses shall be submitted to the UIC Program Supervisor, Water Quality Division, 122 West 25th Street, Cheyenne, WY 82002 by the last day of the month following the end of each quarter. The first set of results are due by the last day of October, 1994.

13. of 14

In the event that either of the drainfields covered by this permit should fail to perform as designed, or in the event that permitted groundwater quality upper control limits contained in this permit be exceeded, the permittee shall take the following action:

- a. Within 60 days of being notified by certified letter by the Administrator that the drainfield disposal system has failed under this provision, the permittee shall submit a set of approvable plans and specifications for the construction of an interceptor sewer to connect the system to the City of Jackson wastewater treatment facility (POTW).
- b. Within six months of receiving an approved permit to construct under section 17(a) of this permit, construct the interceptor sewer line required.
- c. Within 30 days of beginning operation of the interceptor sewer, remove all lift stations, sewer lines and surface facilities associated with the operation of the drainfields and not required for the operation of the interceptor sewer.

14. of 14

Except when prevented by snow or winter weather, the permittee shall cause the hillsides around both leachfield A and leachfield B to be inspected monthly for one year after beginning operations. The inspection shall note any change in the location or amounts of water surfacing on the hillsides. Any seeps found which have changed from their baseline conditions shall be sampled for the parameters required by condition 14 of this permit an Biochemical Oxygen Demand, Total Suspended Solids, and Fecal Coliform Bacteria. The analytical results of any sampling required under this condition shall be submitted within ten (10) days of the receipt to the UIC Program Supervisor, Water Quality Division, Herschler Building, 122 West 25th Street, Cheyenne, Wyoming 82002.

STATEMENT OF BASIS

I. General information.

A. Permit Number: 94-059R

II. Application reviewed for compliance with the following regulations.

A. Chapter XI. YES

B. Chapter XII. NO

III. Basis for issuing permit.

A. Review of application package indicates proposed facility will be in compliance with applicable regulations identified in Section II.

YES

B. Permit includes deviation from applicable regulations in accordance with Section 5, Chapter XI, or XII.

NO

C. Permit based on deviation from applicable regulations in accordance with approved policy statement.

NO

IV. Facilities not specifically covered by regulations.

A. Identify specific sections of the regulations for which a deviation is approved and briefly summarize the regulation.

N/A

B. Briefly state the basis for the deviation.

N/A

C. Permit based on general or statewide deviation contained in approved policy statement.

N/A

D. Application requires review to determine groundwater impacts in accordance with Section 15, Chapter III.

APPLICABLE

Statement of Basis

94-059R

August 22, 1994

V. If Section 15 of Chapter III is applicable, indicate the basis of determining groundwater will be protected.

A. Facility will not allow a discharge to groundwater. Briefly describe:

N/A

B. Quality of wastewater is such that it will not cause a violation of groundwater standards. Briefly describe:

N/A

C. Existing soils or geology will not allow a discharge to groundwater. Briefly describe:

N/A

D. Basis of facility design is that it will be operated so as not to violate groundwater standards. Briefly describe:

N/A

E. Discharge may result in groundwater concentrations in excess of standards but post discharge water quality can be returned to standards in accordance with Section 4 (d)(vi), Chapter VIII. Briefly describe:

Upon abandonment of the disposal fields, groundwater quality will return to background through natural attenuation.

F. If water quality exceedances are allowed, briefly describe the parameter limits, property boundaries, places of withdrawal and any other information documenting that any users of affected aquifer will not be impacted.

See conditions attached to as-built permit.

G. Briefly describe monitoring system. Clearly state the parameters to be utilized for determining compliance, what constitutes a violation and steps to be followed by the permittee in the event of a violation.

See conditions attached to as-built permit.

VI. Documentation of Statement of Basis.

A. The archives file for this permit will include adequate documentation of all sections of this Statement of Basis.

N.W.

CERTIFICATION OF COMPLETION

In accordance with the condition of "Permit to Construct" No. 94-059R, requiring submittal of this Certification of Completion within sixty (60) days of completion of the facility, I hereby certify the following to be an accurate and correct statement of the current status of the project authorized by the above referenced permit:

1. Construction of the permitted facility was completed on _____ (DATE) and the facility was placed in operation on _____ (DATE).
2. Construction was completed in accordance with the following: (Check the appropriate option)
 - ☐ The facility was constructed in compliance with all terms and conditions of the permit including the design report, plans and specifications, design data or other information submitted in support of the application.
 - ☐ The facility was constructed with changes or modifications in accordance with the provisions of Section 9, Chapter III, Wyoming Water Quality Rules and Regulations. As-built plans and specifications, certified by a registered professional engineer (certification by an engineer is not required if the original application was not certified by an engineer) are enclosed.

Facility Owner (print or type)

Owners Signature

Date

Engineer (print or type)

Engineers Signature

Date

93-215R Tank

93-286 Water Tower

94-059-septic

NELSON ENGINEERING since 1964

Professional Engineers & Land Surveyors

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Town of Jackson Planning Department
150 E. Pearl Avenue
Jackson, WY 83001

Date: 06/18/21 Project No: 19-013-02

ATTENTION: Paul Anthony, Planning Director

RE: Indian Springs HOA, Inc.

TOJ Sewer Connection Request

LADIES/GENTLEMEN: ☒ Attached ☐ Under separate cover via _____ the following items:
WE ARE SENDING
YOU

☐ Shop Drawings ☐ Prints ☒ Plans ☐ Samples ☐ Specifications

☒ Copy of Letter ☐ Change Order ☒ Other

COPIES	DATE	NO.	DESCRIPTION
1	06/09/21	3	Planning Permit App. for Sewer Connection (incl. separate signature pg)
1	06/18/21	76	Engineer's Design Report titled "ISR TOJ Sewer Connection"
1	03/09/21	32	Letter from ISHOAI RE: Planning Permit App., Sewer Connection, etc.
1	06/18/21	1	Check No. in the amount of \$601.00 for Planning Permit App.

THESE ARE TRANSMITTED as checked below:

☒ For approval ☐ Approved as submitted ☐ Resubmit ____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit ____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return ____ corrected prints
☐ For review & comment

☐ FOR BIDS DUE _____, 20____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS: **Please contact Ty S. Ross at Nelson Engineering with any questions.**

Thanks,

COPY TO: Via Email: Brian Lenz, WSD,
Client, GTPM

SIGNED: _____



ENGINEER'S DESIGN REPORT

INDIAN SPRINGS RANCH

TOWN OF JACKSON SEWER CONNECTION

TETON COUNTY, WYOMING

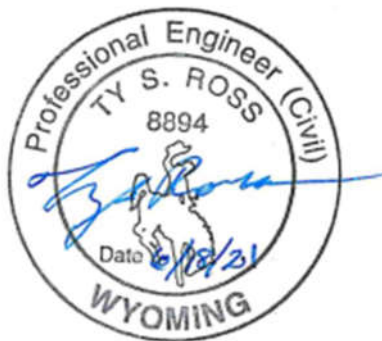
PREPARED BY:

NELSON ENGINEERING

PO BOX 1599

430 S CACHE STREET

JACKSON, WY 83001



TY S. ROSS, WY PE 8894

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- APPENDIX A SELECT WDEQ PERMITS**
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- APPENDIX F MAP OF PROPOSED SERVICE AREA**
- APPENDIX G ENGINEERING DESIGN DRAWINGS**

1.0 Indian Springs Ranch – Project Background

1.1 System History and Permitting

Development of the Indian Springs Ranch Subdivision (“ISR”) began in the early 1990s, as primarily residential property, but including common amenities and substantial open space. The development has ultimately culminated in a subdivision wherein 23 residential lots (Lots 18 – 31, 33, 34, 58, 62 – 66, and 69, the “Community” lots) are presently served via central water and sewer systems, owned and administered by the Indian Springs Homeowners Association, Inc. (“ISHOAI” or “HOA”), while 17 other residential lots (Lots 1 – 17, the “Individual” lots) employ individual well and septic systems. Additionally, a common amenities complex (formerly Lot 60, now comprised of Lot 70 and 71, the “Amenities” complex) currently derives water and sewer services from the Town of Jackson (“TOJ”). In the service agreement between ISR and the TOJ for the Amenities complex (discussed further below), TOJ services are also contemplated for 7 additional residential lots (Lots 35 – 41, the “Mixed” lots). Three of these lots remain undeveloped, and those that are developed utilize a combination of individual well and septic (Lots 37 and 38), and TOJ water and sewer services (Lots 39 and 40).

The water and sewer systems serving the Community lots were necessarily permitted through the Wyoming Department of Environmental Quality (“WDEQ”) through multiple facets. The potable water storage tank was permitted and installed via WDEQ Permit to Construct (“PTC”) No. 93-215, and the primary water distribution and wastewater collection systems were permitted under WDEQ PTC No. 93-286. Central septic systems were proposed for wastewater disposal, and two leachfields (Leaching Area A, “LAA”, and Leaching Area B “LAB”, or collectively, the Community Wastewater System, “CWS”) were eventually permitted, albeit circuitously, through issuance of As-Built PTC No. 94-059, contained in Appendix A. Two lots within ISR, Lots 45 and 46, were created specifically as properties designated for construction of the CWS. With the advent of the Underground Injection Control (“UIC”) permitting division at WDEQ, permit coverage for the leachfields was eventually converted to the UIC 5E3-98-1 General Permit, and is presently operating under assigned UIC Facility No. WYS-0369-065.

The sewer collection system and lift station serving the Amenities complex was permitted via WDEQ PTC No. 94-109, while the associated water distribution system was installed under WDEQ PTC No. 94-149. PTC No. 94-109 is also found in Appendix A.

1.2 Connection Agreements and Will Serve Assurance

Issuance of PTC No. 94-059 was predicated, in part, on assurances from the TOJ that, in the event the subsurface disposal systems failed, the TOJ would accept and treat wastewater from the Community lots, following construction of an interceptor sewer. In the UIC permit file, a telephone conversation with then Town Engineer, Sandy Buckstaff, is documented, in which Mr. Buckstaff provides assurance to the WDEQ UIC Program Supervisor, that the TOJ “would be happy to take the sanitary waste from the entire subdivision”. Documentation of this telephone conversation, as it pertains to Special Condition 13 of 14 in final WDEQ PTC No. 94-059, is found in Appendix B.

In the permit applications for Lot 60 (now 70 and 71), Mr. Buckstaff likewise provided assurance that the TOJ was capable of serving full build-out development contemplated for the Amenities complex. A copy of the associated letter is also contained in Appendix B, noting “...the Town of Jackson has, or will have at

the point in time when the Lot 60 development comes fully on line, sufficient...wastewater treatment capacity to accommodate the additional demand which would be imposed upon our systems by the project.”

Subsequent to the “Will Serve” letter penned by Mr. Buckstaff, the TOJ and ISR executed a document titled “Agreement for Wastewater Treatment System Connection” (the “Lot 60 Agreement”), also found in Appendix B. Among other things, the Lot 60 Agreement memorializes that wastewater treatment is sought by ISR to serve various use buildings, and that the TOJ agreed to provide that service for the mixed-use buildings proposed. Additionally, in the Lot 60 Agreement, the TOJ acknowledges the potential future wastewater connection of the Mixed lots, two of which have since connected.

1.3 Design and Permit Discussion – CWS

LAA was intended to eventually accommodate a guest lodge facility initially planned during the ISR subdivision process, the construction of which was ultimately abandoned. The leachfield design included phased construction of three separate, simultaneously active trench systems, each accommodating approximately 5,000 gallons per day (“gpd”) based on the then effective design criteria, allowing substantial sidewall area (8-feet, as opposed to the presently allowed 1-foot) to count toward absorptive surface area. Only the first phase of the overall LAA design, with a targeted design flow rate of 4,950 gpd, has been constructed. This design flow rate coincides with wastewater projections, at the time, equivalent to 11 single-family homes, each constructed with 3 bedrooms, and considering a prescribed flow rate of 150 gpd/bedroom. Similarly, LAB was designed to accommodate 6, three-bedroom homes, with a design Maximum Daily Flow (“MDF”) of 2,700 gpd. Sidewall area in LAB was limited to 4-feet, less than the 8-feet sidewall considered for LAA, but still far exceeding the current limitation on allowable sidewall height of 1-foot for consideration as effective absorptive area.

The actual number of Equivalent Residential Units (“ERUs”) presently served by LAA and LAB totals 18.0 and 7.0, respectively, including multiple guest houses (AKA Accessory Residential Units, “ARUs”) accounted for as 0.5 ERU. Considering the MDF employed for the original design of 450 gpd/ERU, associated MDF for existing conditions translates to 8100 gpd routed to LAA and 3150 gpd to LAB. MDF values have therefore been exceeded at both locations, even considering the original design parameters and allowance of sidewall heights greater than 1-foot. Evaluating the basal areas based on present-day design constraints indicates both locations are drastically undersized, with effective MDF rates back-calculated equivalent to 1490 gpd± for LAA and 1358 gpd± for LAB. The age of the leachfields and fact that both appear to be significantly undersized have resulted in varying degrees of failure over the last several years.

1.4 Design and Permit Discussion – Amenities Complex

The sewer system serving the Amenities complex was also designed to accommodate significantly higher wastewater flows than are presently conveyed. Excerpts from the engineering design report that accompanied the PTC application, as prepared by Cardinal Design Group (the “CDG” report), are contained in Appendix C. The variety of uses described in the CDG report, including those of larger scale wastewater generation, such as significant employee housing elements and horse stables, equates to 10,605 gpd (although the total is mistakenly noted in the report to sum to 10,555 gpd). The Will Serve letter from the TOJ previously discussed was predicated on this MDF.

Actual wastewater generation from the Amenities complex is believed to be a fraction of the total discussed in the CDG report. Many of the mixed uses contemplated in the CDG report, and subsequently alluded to in the Lot 60 agreement, did not come to fruition. Additionally, the mixed-use buildings that have been constructed appear to discharge only a small portion of the MDF estimated in the CDG report. Average and maximum daily wastewater flow projections for the Amenities complex have not been revisited for this report. However, it is the understanding of Nelson Engineering (“NE” or “Nelson”) that the billing mechanism employed by the TOJ for the Amenities complex has recently been modified to facilitate a direct measurement of actual wastewater flow. It should also be noted that the actual wastewater capacity purchased, and related fees paid, from the time the Lot 60 agreement became effective to the present, remains ambiguous and difficult to discern.

2.0 TOJ Specific Checklist Responses

2.1 Reason for Connecting

Due to the leachfield failures previously mentioned, and associated investigations of the CWS, ISR has been coordinating over the past year with Nelson and the UIC division of the WDEQ, regarding the assessed state of the existing subsurface disposal systems, and opinions concerning failure. Related correspondences involving both entities are found in Appendix D. As stated above, the construction of LAA was performed with the intention of installing additional leachfield beds as the subdivision was developed, although the original installation of a single bed remains. Additionally, both central leachfields have been demonstrated to be dramatically undersized, considering presently accepted design methodologies. As ultimately indicated in WDEQ correspondence dated April 2, 2021, the Water Quality Division (“WQD”) has mandated corrective measures be implemented to rectify pollution concerns associated with the ISR CWS by October 2nd, 2021 (6 months subsequent to the enforcement letter).

Alternatives for the ISR CWS, including 1) replacement of the existing leachfields and 2) a possible connection to the TOJ via the Wilson Sewer District (“WSD”) have both been contemplated in previous asset management analysis and capital improvements planning. NE has prepared engineering plans and cost estimates for both options, and presented them to the HOA for their consideration of future project budgetary needs and overall management of the water and sewer infrastructure owned and maintained by the HOA.

Life cycle cost analysis performed under previous capital planning projects compared replacing and rehabilitating existing wastewater infrastructure with the WSD/TOJ connection. Although the capital costs for leachfield replacement appeared to be significantly lower, primarily due to anticipated connection fees, the life cycle costs for each alternative were demonstrated to be similar. Additionally, it is expected that existing connection agreements and will serve assurances may possibly defray a portion of incurred connection fees. Lastly, connection to the WSD and the TOJ central wastewater treatment plant is viewed as a more environmentally conscious alternative than continued subsurface effluent disposal. Contamination at various locales throughout Teton County has been identified for both groundwater and surface water, suspected to result from long term implementation of traditional septic systems.

2.2 Alternatives to Connecting

As indicated in Appendix D, the WQD correspondence from April 2021 outlines three options that the ISHOAI may potentially pursue to mitigate the apparent failure of the CWS:

1. Reduce, control, and limit MDF of existing development to the design capacities of the constructed leachfields (presumably based on current design methodologies).
2. Replace the existing CWS with a new system, designed with sufficient capacity to accommodate existing and potential, future wastewater flows.
3. Connect to the Wilson Sewer District/Town of Jackson wastewater system.

Since Indian Springs Ranch is largely developed, and residences are currently occupied, reducing or limiting wastewater volumes at the existing CWS sites is considered impractical. Reducing volumes for existing leachfields would likely necessitate installation of additional subsurface disposal areas and additional infrastructure to divert a portion of current wastewater flows. The installation of new, properly sized leachfields is contemplated by alternative 2, suggesting the first option for corrective measures to be non-viable.

Design of adequately sized leachfields based on WSD design flow criteria has been contemplated as a potential corrective measure. As indicated above, life cycle costs for this alternative are similar to a WSD connection. New leachfields and retrofitted lift stations would require a new application to the WDEQ UIC program, but it appears sufficient area exists within Lots 45 and 46 to situate replacement absorption areas.

Connection to the WSD/TOJ on the northern portion of the subdivision has been identified as the preferred alternative, both by the WDEQ and the ISHOAI. New sewer infrastructure terminating at a Publicly Owned Treatment Works ("POTW"), as opposed to a subsurface leachfield, can be expected to have a long service life and incur little annual maintenance and operating costs. Additionally, a level of comfort and reliability is offered by this alternative, unavailable with the absorption system replacement option.

2.3 Project Schedule

As noted previously, WDEQ has mandated corrective measures be implemented to mitigate insufficient effluent treatment by October 2, 2021. Otherwise, it is the intention of the WDEQ Administrator to terminate permit coverage of the existing CWS at that time. Based on the available time frame contemplated for corrective action, it is anticipated that new CWS infrastructure will not be constructed prior to the October deadline, regardless of the alternative chosen.

Considering anticipated timeframes required to assemble construction plans and bidding documents, submit to WDEQ for PTC review, and solicit construction bids, it is NE's opinion that the October deadline is not feasible. A more realistic timeline would likely consider a spring 2022 construction start and summer 2022 completion. It may be possible for this work to be completed late in the fall of 2021; however, it is NE's understanding that contractor availability may be challenging for the remainder of this construction season.

For these reasons, NE anticipates preparation of a formal response to the WQD April 2021 correspondence, requesting an extension of the deadline mandated. Preliminary discussions with the UIC Division to this effect have proven optimistic. However, expeditious decisions by the TOJ concerning approval of the connection request, and determination of related connection fees, will be imperative to meet even the proposed 2022 completion deadline. It should be noted that the WSD already approved of the proposed connection to their infrastructure, in February of this year. Related documentation accompanies this report under separate cover letter from the ISHOAI.

2.4 Design, Construction, and Maintenance Costs

Costs and fees associated with the construction of new or renovated infrastructure will be paid for by the ISHOAI. Historically, the HOA budgets funding a minimum of one year in advance of anticipated capital improvement projects. Nelson has previously prepared a comprehensive asset inventory and replacement projection analysis for the ISHOAI, to be utilized as a guideline in budgeting future capital improvement projects. This work has assisted in forecasting upcoming infrastructure needs within the subdivision. Over the past few years, the ISHOAI has assessed dues to its membership, via the HOA's vested authority, based on these estimated budgets. Funds raised for capital improvements include approximately \$385,000 in 2020 and \$1.5M in 2021.

The funds raised were employed to undertake multiple capital improvement projects over the last few years. Recent projects include maintenance, repairs, and upgrades to various portions of the existing water distribution system, administered under an approximate budget of \$200,000. Another project, currently underway, includes extensive roadway repairs and related improvements. This project includes roadside drainage maintenance, an asphalt overlay of the entire roadway system, isolated pavement maintenance, and a bridge deck overlay. The budget for this project, including construction and design, exceeded \$900,000, and HOA remains poised to assess dues as need be, to ensure long-term integrity of the ISR CWS.

3.0 SYSTEM USERS AND OPERATION

3.1 General

Community water and wastewater systems are owned and operated by the ISHOAI. The subdivision was platted so that roadway and utility corridors could be planned within property owned by the HOA, namely Lots 47 and 67. It is anticipated that the ISHOAI will continue to own primary infrastructure within these lots for the foreseeable future. However, it is surmised that each affected, individual property owner connecting to HOA infrastructure will execute a separate Connection and Use Agreement with the TOJ.

3.2 System Owners

ISR water and sewer infrastructure is installed within property owned by the HOA, aside from those facets situated on properties that were conveyed to the Teton Science School (TSS). The leaching area lots and lots upon which the water storage tank and supply line are positioned, as well as ISR open space lots, were all deeded to TSS in 2002, although associated water and sewer infrastructure was excluded from the transaction. A perpetual easement for access, operation, and maintenance was subsequently granted to ISHOAI.

Lots 47 and 67 are held fee simple by the HOA and are operated and maintained accordingly. Individual lot owners are generally responsible for service lines on their respective properties. The ISHOAI is responsible for the operation and maintenance of water transmission and distribution mains, including service lines to a curb stop installed near the property line for each lot. All curb stops have recently been located and are operable. The HOA also owns and operates the sewer mains routed through the properties owned by the HOA, and the CWS leachfields located on open space parcels held by TSS. Additionally, the HOA is responsible for sewer services between the mains and property lines.

For connection to WSD and TOJ infrastructure, Indian Springs HOA will be the entity that owns and is responsible for the system and would be the party that enters and executes a general Connection and Use

Agreement with the Town. The HOA anticipates that, in addition to the general agreement, each individual property owner will be permitted through, and/or enter into separate agreements with, the TOJ to facilitate the Town's billing practices.

3.3 Delinquent Customers

Each Community lot within Indian Springs Ranch is served by a water service line that includes a curb stop accessible to the ISR maintenance staff. Customers who are delinquent in payment of service fees can have their curb stops closed at the request of the TOJ. It is anticipated that a situation of extended billing delinquency is highly unlikely.

3.4 New TOJ Meters to be Retrofitted

It is NE's understanding that a majority of homes built within the subdivision included a water meter as part of the residential plumbing. These meters, if installed, have not historically been utilized to totalize flows to individual lots, and some may be inoperable. If/when a successful connection agreement is achieved between ISHOAI and the TOJ, each existing, Community lot water service will be retrofitted with a new remote-read meter that is consistent with TOJ standards. If necessary, individual property owners will complete a water meter purchase agreement through the Town and install a new TOJ furnished meter at a location along the service line prior to any point of use. It is anticipated that a 1½-inch meter will suffice for most affected properties within ISR.

3.5 Existing Water Demands – Individual System

The existing water system is owned and operated by ISHOAI, and includes two public water supply wells, a 4-inch diameter raw transmission line, a 150,000-gallon elevated water storage tank, and an 8-inch diameter distribution system. Water service from the TOJ under this application is not being sought by the HOA. Meters are intended to be installed, as noted above, in order to accurately quantify wastewater discharges in accordance with TOJ protocols. It is therefore believed that efforts to summarize existing or potential water demands would likely be superfluous. Average water demand for each property, excluding irrigation, is proposed to be approximated by the Wilson Sewer District methodology for wastewater flow generation. This method (discussed below) prescribes a residential MDF estimate of 440 gpd/ERU.

4.0 SEWER VOLUME ESTIMATES

4.1 WSD Memo

During initial investigations into the feasibility of connecting the Community lots of ISR to WSD facilities, Nelson Engineering, on behalf of the WSD, prepared a memorandum in January of 2020 contemplating existing and potential future wastewater design flow data and projected connection fees. NE conducted a survey of all affected homeowners in order to understand the number and type of residential structures at each lot, including ARUs. The memorandum summarizing the findings, issued by the WSD on January 28, 2020, is contained in Appendix E. The memo also explains the differences between varying definitions of Accessory Residential Unit employed by the WSD and Teton County, and the significance in defining projected wastewater demands. It should be noted that some information contained in the WSD memo has continually been refined since January of 2020, and that the ERU projections conveyed in this report are accurate (i.e. - 25.0 total ERUs presently exist within the proposed service area, dispersed amongst the 23 Community lots).

4.2 WSD Volume per Lot – Existing MDF

The most recent, refined tabulation of existing structures for each of the Community lots returned an ERU count of 25.0 presently served by the CWS. WSD design flow criteria for residential development suggests a MDF of 440 gpd/ERU, and since the proposed connection will be accomplished via the WSD system, the District's criteria is requisite. Considering the original designs, discussed previously, utilized WDEQ criteria mandating 150 gpd/bedroom with an estimated 3 bedrooms/home, resulting in a MDF estimate of essentially 450 gpd/ERU, it would appear the two methodologies return similar results. The resulting design MDF for the Community lots is therefore 11,000 gpd. Table 1 below reflects the most up to date Community lots composition and associated ERU projection.

Table 1 – Community Lots Composition and ERU Projection

Lot No.	Primary SFD	Primary (No. Bdrms) ¹	Guest Qtrs	Guest Qtrs (No. Bdrms) ¹	ERU ²
18	Yes	4	Yes	2	1.5
19	Yes	5	Yes	2	1.5
20	Yes	5	No	0	1.0
21	Yes	4	No	0	1.0
22	Yes	6	No	0	1.0
23	Yes	5	No	0	1.0
24	Yes	5	Yes	1	1.5
25	No	0	No	0	0.0
26	No	0	No	0	0.0
27	Yes	7	No	0	1.0
28	Yes	4	Yes	2	1.5
29	Yes	5	No	0	1.0
30	Yes	6	Yes	1	1.5
31	Yes	6	Yes	2	1.5
33	No ³	0	Yes	1	0.5
34	Yes	3	Yes	2	1.5
58	Yes	5	No	0	1.0
62	Yes	5	No	0	1.0
63	Yes	4	Yes	1	1.5
64	Yes	6	No	0	1.0
65	Yes	5	Yes	0	1.0
66	Yes	5	Yes	1	1.5
69	Yes	3	No	0	1.0

25.0

Notes:

1. Highlighted values provided by current property owner(s). Remaining values estimated through correlation of existing building permit data and other available information.
2. Estimated based on WSD definitions for ARU and ERU.
3. Lot 33 permitted as 1-bedroom guest house (ARU) and future, 5-bedroom primary residence under SWF 2017-0056. At present, only 1-bedroom ARU has been constructed.

Considering the previous Amenities complex design and permit discussion, the total additional wastewater load attributable to the Community lots may be somewhat mitigated via prior agreements with the TOJ. NE recommends that actual wastewater flows from the Amenities complex (presently under scrutiny) be correlated with historic connection agreements and associated fee payments, to discern the Community lots MDF quantity eligible for payment of new connection fees.

4.3 Full Buildout MDF

The same wastewater generation methodology is applied for calculating MDF rates at a future full buildout scenario within the Community lots. Each Community lot within ISR has the potential, as prescribed within the Teton County Land Development Regulations and the Indian Springs Ranch HOA covenants, to construct both a single-family residence and an ARU, resulting in an assignment of 1.5 ERU/Community lot, based on WSD MDF generation criteria. Assuming a maximum of 1.5 ERU for each Community lot (23 properties) yields a total of 34.5 ERUs. Utilizing the 440 gpd/ERU assigned by the WSD to calculate MDF suggests a “Full Buildout” design MDF of 15,180 gpd. It was conveyed during distribution and circulation of the ERU surveys, that most affected property owners do not anticipate building additional residential structures.

4.4 Sewer Characteristics

Wastewater generation for ISR is strictly residential in nature. It is expected that all wastewater generated within the subdivision will be categorized in the TOJ Class 1 designation for both biochemical oxygen demand (BOD) and total suspended solids (TSS). BOD and TSS levels for domestic wastewater both typically lie below 250 mg/l.

5.0 PLANS AND MAPS

5.1 Service Area Exhibit

An exhibit illustrating the Community lots within ISR under consideration for connection to the WSD and TOJ facilities with this application, is found in Appendix F. To reiterate, ISR lots served by the CWS (LAA and LAB) comprise the Community lots.

5.2 Sewer Plans

Engineered sewer design plans that contemplate the connection of the LAA service area to the WSD mains near Highway 22, and interconnection of the LAB service area to the existing LAA gravity sewer mains, are included with this application. Associated, sealed drawings are contained in Appendix G. It should be noted that portions of the construction depicted will require future easement acquisition from TSS by ISHOAI. Tentative inquiries with TSS have indicated granting of the easements necessary was amenable. Reference additional discussion below.

6.0 PRIVATE PROPERTY IMPACTS

Impacts to adjacent properties are expected to be minimal throughout the construction and operation of a new gravity sewer connection to existing WSD infrastructure. Since the existing water and sewer systems for Indian Springs Ranch are largely located within lots owned by the HOA, disturbances to individual properties are minimized. In locations where gravity sewer conveyance is not practically achievable within Lot 47, an easement from TSS will be required. Lot 56 of the Indian Springs Ranch Subdivision is located along the north side of Indian Springs Drive and, as previously noted, is owned by

TSS. Preliminary plans were shared with TSS, who then verbally committed to allowing an easement within Lot 56 for construction and operation of the sewer infrastructure depicted. Lot 56 was an original open space lot within ISR deeded to TSS as part of the 2002 transfer. No impacts to adjacent property owners outside of ISR are anticipated, either during construction, or as a result of the connection to the WSD and TOJ.

Appendix A

Select WDEQ Permits

THE STATE



OF WYOMING

MIKE SULLIVAN
GOVERNOR

*Bob Neff
1st Week Nov*



Department of Environmental Quality

Herschler Building • 122 West 25th Street • Cheyenne, Wyoming 82002

ADMINISTRATION (307) 777-7758 FAX 777-7682	ABANDONED MINES (307) 777-6145 FAX 634-0799	AIR QUALITY (307) 777-7391 FAX 777-7682	INDUSTRIAL SITING (307) 777-7368 FAX 777-6937	LAND QUALITY (307) 777-7756 FAX 634-0799	SOLID & HAZARDOUS WASTE (307) 777-7752 FAX 777-5973	WATER QUALITY (307) 777-7781 FAX 777-5973
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August 26, 1994

Indian Springs Ranch Limited partnership
Mike T. Halpin
P.O. Box 291
Jackson, WY 83001

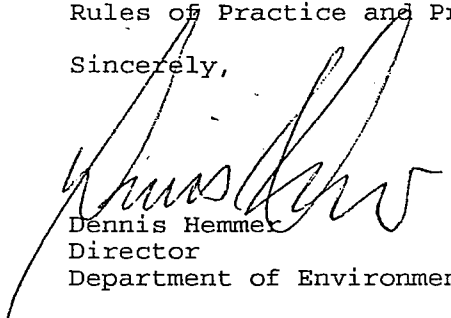
RE: As-Built Permit To Construct, WQD Reference Number 94-059R

Dear Mr. Halpin:

The Department of Environmental Quality/Water Quality Division (DEQ/WQD) has reviewed the referenced As-Built Application submitted by your engineer, Jorgensen Engineering and Land Surveying, P.C. Our review indicates that the application appears to meet DEQ/WQD regulations and the enclosed As-Built Permit To Construct is hereby issued. The enclosed permit covers the leachfields which have already been constructed as well as the groundwater monitoring wells which are to be constructed.

Please be advised that the system must be constructed, installed and operated in accordance with the statements, representations and procedures presented in the application and all supporting documentation as well as the terms and conditions of the permit. You are urged to be familiar with all aspects of the permit application, permit and permit conditions. Any person objecting to an action of the DEQ/WQD and desiring affirmative relief may request a hearing before the Environmental Quality Council in accordance with the procedures in the enclosed Rules of Practice and Procedure and the Wyoming Administrative Procedures Act.

Sincerely,


Dennis Hemmer
Director
Department of Environmental quality

DH/mad 43545.LTR
Enclosure

cc: Dick Worl, Teton County Sanitarian, P.O. Box 1727, Jackson, WY.83001

AS - BUILT
PERMIT TO CONSTRUCT

☒ New

Permit No. 94-059R
* **CONDITIONED** *

☐ Renewal

☐ Modified

Indian Springs Ranch, Community On-Site
Wastewater Disposal System - Leach Fields
(Name of Facility)

This permit hereby authorizes the applicant (name and address):

Indian Springs Ranch Limited Partnership

P.O. Box 291

Jackson, WY 83001

to have constructed two community leach fields and to install a series of groundwater monitor wells according to the procedures and conditions of the application No. 94-059R. The facility is located in Section 36, T41N, R117W in the County of Teton, in the State of Wyoming.

The issuance of this permit provides that the Department of Environmental Quality has evaluated and determined that the application meets minimum applicable construction and design standards. The compliance with construction standards and the operation and maintenance of the facility to meet the applicant's engineer's design are the responsibility of the applicant, owner, or operator.

The authority to construct granted by this permit does not mean or imply that the Wyoming Department of Environmental Quality guarantees or insures that the permitted facility, when constructed, will meet applicable discharge permit conditions or other effluent or operational requirements.

Nothing in this permit constitutes an endorsement of the construction or the design of the facility described herein. This permit indicates only that standards of design and construction required by the Environmental Quality Act have been met. The State assumes no liability for, and does not in any way guarantee the performance of, the permittee in the exercise of its activities allowed under this permit. The permittee understands that it is solely responsible to any third parties for any liability arising from the construction or operation of the facility described herein. By the issuance of this permit, the State does not in any way waive its sovereign immunity.

The permittee shall allow authorized representatives from the Department of Environmental Quality, Water Quality Division, upon the presentation of credentials and during working hours, to have access to inspect the facilities, at the above location, for the purpose of compliance with the provisions of this construction permit.

The permittee shall notify representatives from the Department of Environmental Quality, Water Quality Division the day construction commences and give an estimate of completion of the project. The authorized representative in your area can be contacted at the following address: District Engineer, State of Wyoming, Department of Environmental Quality, Water Quality Division, 250 Lincoln, Lander, WY 82520; telephone, 332-3144.

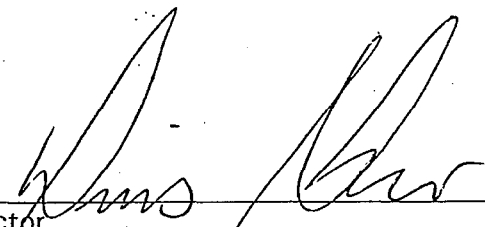
Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities or penalties established pursuant to any applicable State law or regulation.

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.

AUTHORIZED BY:



Administrator
Water Quality Division



Director
Department of Environmental Quality

9-1-94

Date of Issuance

This permit does not supersede the requirements for obtaining any permit from local agencies.

JH/jyi - 43545.ltr

SPECIAL CONDITIONS

1. of 14 The applicant will provide immediate oral and/or written notice to Water Quality Division, 250 Lincoln, Lander, WY 82520, (307) 332-3144, in accordance with the provisions of Section 9, Chapter III, Wyoming Water Quality Rules and Regulations of any changes or modifications which are not consistent with the terms and conditions of this permit.
2. of 14 Within sixty days of completion of construction of the authorized facility, the applicant will submit to Water Quality Division, 250 Lincoln, Lander, WY 82520, on the form provided (CERTIFICATION OF COMPLETION), the following information.
 - a. Date that construction of the monitor wells was completed; and
 - b. Date that the monitor wells and leachfields were placed in operation; and
 - c. Certification the monitor wells were constructed in accordance with the terms and conditions of the permit; or
 - d. Certification the monitor wells were completed with changes or modifications. Submittal of as-constructed plans and specifications for the system as it was constructed, certified by an engineer if appropriate.
3. of 14 The review and approval of this permit is based upon the items identified in the attached "Statement of Basis".

4. of 14 The groundwater in the Alluvial Aquifer along the Snake River and Spring Creek is classified as class I under Chapter VIII of Wyoming Water Quality Rules and Regulations (April 9, 1980). This classification was made because:

a. The groundwater in this formation meets all of the quality standards set forth in Chapter VIII for class I water;

and

b. The groundwater in this formation is presently being used as a source of water which meets the definition of class I.

Groundwater of class I shall not be degraded so as to make it unusable as a source of water for this purpose. Any parameters which do not meet the class of use standard shall not be degraded whatsoever.

5. of 14 A septic tank shall be installed at each source of sewage to the collection system. The tanks must be permitted by the Teton County Sanitarian and meet all sizing and construction requirements of the WQD and Teton County. All tanks must be pumped at a frequency in compliance with Teton County Standards but not less than once every ten (10) years.

6. of 14 It is a violation of this permit to discharge any parameter covered under EPA Method 624 in any concentration above the respective standard of Chapter VIII, Wyoming Water Quality Rules and Regulations.

7. of 14. Records and Reports.

a. The permittee shall retain copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of the report or application.

b. The permittee shall give notice to the administrator as soon as possible of any planned physical alterations or additions to the permitted facility. All proposed modifications to the treatment facility must be permitted by the DEQ/WQD prior to the start of construction.

c. The permittee shall give advance notice to the administrator of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

d. The permittee shall report any noncompliance which may endanger health or the environment, orally within 24 hours from the time the permittee becomes aware of the circumstances. The report should include:

1. Any monitoring or other information which indicates that any contaminant may cause an endangerment to a usable groundwater of the state.

2. Any noncompliance with a permit condition or malfunction of the discharge (injection)

system which may cause fluid migration into or between usable groundwaters of the state.

3. Any noncompliance caused by surfacing of sewage caused by this facility.

A written submission shall be provided within 5 days of the time the permittee becomes aware of the circumstances. This written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected; the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

- e. The permittee shall report all instances of noncompliance not reported otherwise, at the time monitoring reports are submitted; such reports shall contain the information listed in 7d. above.
- f. When the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the administrator, it shall promptly submit such facts or information.
- g. The permittee shall retain all records concerning the nature and composition of injected fluids until 5 years after completion of any specified plugging and abandoned procedures. The administrator may require the owner/operator to deliver the records to the administrator at the conclusion of the retention period.
- h. Within 30 days of the end of each calendar quarter, a report shall be filled with the Cheyenne Office, Wyoming Department of Environmental Quality, Water Quality Division, 122 West 25th Street, Cheyenne, Wyoming 82002, ATTN: UIC Program Supervisor. This report shall include:
 - 1. The dates when readings were taken showing the presence or absence of water in each monitor well;
 - 2. The static water level for all wells which contained water for any date measured;
 - 3. The results of all chemical analyses conducted for the quarter. The permittee should take samples a minimum of 4 weeks before the end of each calendar quarter to insure sufficient turnaround time at the laboratory;
- i. A comprehensive report for an aborted or curtailed operation authorized by this permit shall be submitted to the administrator within 30 days of complete termination of the injection (discharge) or associated activity, in lieu of an annual report.

8. of 14 Permit Transfer

The owner/operator of record (permittee) is always responsible for permit compliance. A permit holder cannot transfer his permit without approval of the department director.

9. of 14 Severability

The provisions of this permit are severable, and if any provision of the permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

10. of 14 Within 30 days of the issuance of this as-built permit, the applicant shall install monitor wells as required:

WELL NUMBER	LOCATION OF THE WELL
ISR B-5	On the north lot line to Lot 14, 200 feet from the northwest corner of Lot 14
ISR B-6	At the northeast corner of the building envelope on Lot 14
ISR B-7	At the southeast corner of the building envelope on Lot 13
ISR B-8	At the southwest corner of the building envelope on Lot 13
ISR A-5	500 feet due east of the southeast corner of Lot 58
ISR A-6	500 feet S30°E of the southeast corner of Lot 58
ISR A-7	450 feet due east of the northeast corner of Lot 35
ISR A-8	300 feet due east of the southeast corner of Lot 35
ISR A-9	400 feet southwest of the southeast corner of Lot 35 along the same bearing as the southeast lot line of Lot 35
ISR A-10	200 feet due north of the northeast corner of Lot 35

In the event that access cannot be obtained to install wells ISR B-7 and ISR B-8 on Lot 13, then an alternate acceptable location for these wells is: ISR B-7 at the northeast corner of the building envelope on Lot 12; and ISR B-8 at the midpoint of the north line of the building envelope on Lot 15.

Within one week of the construction of the above wells, the permittee shall sample for all constituents required under condition 11 of this permit. This sample shall constitute a baseline sample for the purposes of this permit.

In the event that gradients are such that the above monitor well locations are inappropriate, the permittee shall immediately propose alternative locations and install new wells in those locations after receiving WQD approval.

The monitor wells shall be constructed and installed to meet the application content. In addition, all wells shall be screened to a depth of ten (10) feet minimum below the groundwater surface.

11. of 14 Environmental Monitoring Program for Groundwaters of the State

- a. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
- b. The permittee shall prepare records of all monitoring information to be retained for a period of at least 3 years after closure of the facility.
- c. Records of monitoring information shall include:

1. The date, exact place, and time of sampling or measurements;
 2. The name(s) of individual(s) who performed the sampling or measurements;
 3. The date(s) analyses were performed;
 4. Names of individuals who performed the analyses;
 5. The analytical techniques or methods used; and
 6. The results of such analyses.
- d. Test procedures for the determination of water quality parameters and constituents shall be in accord with provisions of Water Quality Rules and Regulations Chapter VIII, Section 7.
- e. Monitor wells ISR A-1, ISR A-4, ISR A-5, ISR A-6, ISR A-7, ISR A-8, ISR A-9, ISR A-10, ISR B-1, ISR B-2, ISR B-3, ISR B-4, ISR B-5, ISR B-6, ISR B-7, and ISR B-8 shall be measured quarterly for static water level;
- f. Monitor wells shall be sampled and the groundwater analyzed on the following schedule for the following listed parameters:

WELL NAME OR NUMBER	SAMPLING SCHEDULE	ANALYTICAL METHOD	PARAMETER ANALYZED	PERMIT LIMIT (UCL)*
ISR B-5 ISR B-7 ISR B-8 ISR A-5 ISR A-6 ISR A-7 ISR A-8 ISR A-9	Quarterly	EPA Method 420.1	Total Phenolic Hydrocarbon	.001
		EPA 200 series methods	Cadmium	.010
			Chromium	.050
			Lead	.050
		EPA Method 350.3	Ammonia as N	.500
		EPA Method 353.2	Nitrate as N	10.0
ISR A-10 ISR B-6	Quarterly	EPA Method 420.1	Total Phenolic Hydrocarbon	No Permit Limit, Well is within the mixing zone
		EPA 200 series methods	Cadmium	
			Chromium	
			Lead	
	Monthly	EPA Method 350.3	Ammonia as N	
		EPA Method 353.2	Nitrate as N	

* All chemical concentrations in this permit are expressed in mg/l unless otherwise noted. pH is always expressed in standard units and conductivity is expressed in mmhos/meter or umhos/cm.

- g. The above Upper Control Limit (UCL) shall not be exceeded in any sample. Exceedance of this value is a violation of this permit and shall require corrective action. In the event that the baseline sample required in condition 10 of this permit is higher than the upper control limits established above, then the upper control limit shall be the baseline value for that individual well. Should the UCL be exceeded for any parameters, that well must be resampled within seven (7) days of receipt of test results. The results of the resampling must be provided to the WQD within 30 days of resample.
- h. After the first four monitoring events, the WQD may substitute a shorter list for the above parameters, depending on the results reported. WQD may substitute less expensive methods for the above listed methods depending on the results of the first monitoring; and the WQD may adjust the interval between sampling events.
- i. The results of these analyses shall be submitted to the Cheyenne office by the last day of the month following the end of each quarter. The first set of results are due by the last day of October, 1994.
- j. Proper well evacuation shall include removal of a minimum of 1 casing volume prior to sampling or pumping the well dry once, whichever occurs first. If possible, 3 casing volumes should be removed. Sample collection, preservation, transportation and chemical analytical procedures shall be completed in accordance with WQD and EPA standard procedures.

12. of 14 The permittee shall monitor the quality of the injected fluid (effluent at the last lift station before discharge to the drainfield) on an approved schedule. The following parameters shall be analyzed by the listed methods and reported quarterly:

SAMPLING SCHEDULE	ANALYTICAL METHOD	PARAMETER ANALYZED
Quarterly	EPA Method 420.1	Total Phenolic Hydrocarbons
	EPA 200 series methods	Cadmium
		Chromium
		Lead
	EPA Method 350.3	Ammonia as N
Annually	EPA Method 624	Purgeable Aromatic and Halo-genated Hydrocarbons

- a. After the first four monitoring events, the WQD may substitute a shorter list for the above parameters, depending on the results reported. WQD may substitute less expensive methods for the above listed methods depending on the results of the first monitoring; and the WQD may adjust the interval between sampling events.
- b. The results of these analyses shall be submitted to the UIC Program Supervisor, Water Quality Division, 122 West 25th Street, Cheyenne, WY 82002 by the last day of the month following the end of each quarter. The first set of results are due by the last day of October, 1994.

13. of 14

In the event that either of the drainfields covered by this permit should fail to perform as designed, or in the event that permitted groundwater quality upper control limits contained in this permit be exceeded, the permittee shall take the following action:

- a. Within 60 days of being notified by certified letter by the Administrator that the drainfield disposal system has failed under this provision, the permittee shall submit a set of approvable plans and specifications for the construction of an interceptor sewer to connect the system to the City of Jackson wastewater treatment facility (POTW).
- b. Within six months of receiving an approved permit to construct under section 17(a) of this permit, construct the interceptor sewer line required.
- c. Within 30 days of beginning operation of the interceptor sewer, remove all lift stations, sewer lines and surface facilities associated with the operation of the drainfields and not required for the operation of the interceptor sewer.

14. of 14

Except when prevented by snow or winter weather, the permittee shall cause the hillsides around both leachfield A and leachfield B to be inspected monthly for one year after beginning operations. The inspection shall note any change in the location or amounts of water surfacing on the hillsides. Any seeps found which have changed from their baseline conditions shall be sampled for the parameters required by condition 14 of this permit an Biochemical Oxygen Demand, Total Suspended Solids, and Fecal Coliform Bacteria. The analytical results of any sampling required under this condition shall be submitted within ten (10) days of the receipt to the UIC Program Supervisor, Water Quality Division, Herschler Building, 122 West 25th Street, Cheyenne, Wyoming 82002.

STATEMENT OF BASIS

I. General information.

A. Permit Number: 94-059R

II. Application reviewed for compliance with the following regulations.

A. Chapter XI. YES

B. Chapter XII. NO

III. Basis for issuing permit.

A. Review of application package indicates proposed facility will be in compliance with applicable regulations identified in Section II.

YES

B. Permit includes deviation from applicable regulations in accordance with Section 5, Chapter XI, or XII.

NO

C. Permit based on deviation from applicable regulations in accordance with approved policy statement.

NO

IV. Facilities not specifically covered by regulations.

A. Identify specific sections of the regulations for which a deviation is approved and briefly summarize the regulation.

N/A

B. Briefly state the basis for the deviation.

N/A

C. Permit based on general or statewide deviation contained in approved policy statement.

N/A

D. Application requires review to determine groundwater impacts in accordance with Section 15, Chapter III.

APPLICABLE

Statement of Basis

94-059R

August 22, 1994

V. If Section 15 of Chapter III is applicable, indicate the basis of determining groundwater will be protected.

A. Facility will not allow a discharge to groundwater. Briefly describe:

N/A

B. Quality of wastewater is such that it will not cause a violation of groundwater standards. Briefly describe:

N/A

C. Existing soils or geology will not allow a discharge to groundwater. Briefly describe:

N/A

D. Basis of facility design is that it will be operated so as not to violate groundwater standards. Briefly describe:

N/A

E. Discharge may result in groundwater concentrations in excess of standards but post discharge water quality can be returned to standards in accordance with Section 4 (d)(vi), Chapter VIII. Briefly describe:

Upon abandonment of the disposal fields, groundwater quality will return to background through natural attenuation.

F. If water quality exceedances are allowed, briefly describe the parameter limits, property boundaries, places of withdrawal and any other information documenting that any users of affected aquifer will not be impacted.

See conditions attached to as-built permit.

G. Briefly describe monitoring system. Clearly state the parameters to be utilized for determining compliance, what constitutes a violation and steps to be followed by the permittee in the event of a violation.

See conditions attached to as-built permit.

VI. Documentation of Statement of Basis.

A. The archives file for this permit will include adequate documentation of all sections of this Statement of Basis.

N.W.

CERTIFICATION OF COMPLETION

In accordance with the condition of "Permit to Construct" No. 94-059R, requiring submittal of this Certification of Completion within sixty (60) days of completion of the facility, I hereby certify the following to be an accurate and correct statement of the current status of the project authorized by the above referenced permit:

1. Construction of the permitted facility was completed on _____ (DATE) and the facility was placed in operation on _____ (DATE).
2. Construction was completed in accordance with the following: (Check the appropriate option)
 - ☐ The facility was constructed in compliance with all terms and conditions of the permit including the design report, plans and specifications, design data or other information submitted in support of the application.
 - ☐ The facility was constructed with changes or modifications in accordance with the provisions of Section 9, Chapter III, Wyoming Water Quality Rules and Regulations. As-built plans and specifications, certified by a registered professional engineer (certification by an engineer is not required if the original application was not certified by an engineer) are enclosed.

Facility Owner (print or type)

Owners Signature

Date

Engineer (print or type)

Engineers Signature

Date

93-215R Tank

93-286 Water Tower

94-059-septic

PERMIT TO CONSTRUCT

☒ New

Permit No. 94-109R

*** CONDITIONED ***

☐ Renewal

☐ Modified

Lot 60, Indian Springs Ranch

(Name of Facility)

This permit hereby authorizes the applicant (name and address):

Indian Springs Ranch, LTD Partnership

P. O. Box 291

Jackson, WY 83001

to construct a gravity sewage collection system, lift station with grinder pumps, and forced main according to the procedures and conditions of the application No. 94-109R. The facility is located in SW ¼ Section 31, T40N, R116W and SE ¼ Section 36, T40N, R117W in the County of Teton, in the State of Wyoming. This permit shall be effective for a period of two (2) years from the date of issuance of this permit.

The issuance of this permit provides that the Department of Environmental Quality has evaluated and determined that the application meets minimum applicable construction and design standards. The compliance with construction standards and the operation and maintenance of the facility to meet the applicant's engineer's design are the responsibility of the applicant, owner, or operator.

The authority to construct granted by this permit does not mean or imply that the Wyoming Department of Environmental Quality guarantees or insures that the permitted facility, when constructed, will meet applicable discharge permit conditions or other effluent or operational requirements.

Nothing in this permit constitutes an endorsement of the construction or the design of the facility described herein. This permit indicates only that standards of design and construction required by the Environmental Quality Act have been met. The State assumes no liability for, and does not in any way guarantee the performance of, the permittee in the exercise of its activities

allowed under this permit. The permittee understands that it is solely responsible to any third parties for any liability arising from the construction or operation of the facility described herein. By the issuance of this permit, the State does not in any way waive its sovereign immunity.

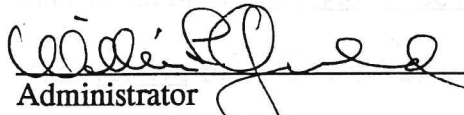
The permittee shall allow authorized representatives from the Department of Environmental Quality, Water Quality Division, upon the presentation of credentials and during working hours, to have access to inspect the facilities, at the above location, for the purpose of compliance with the provisions of this construction permit.

The permittee shall notify representatives from the Department of Environmental Quality, Water Quality Division the day construction commences and give an estimate of completion of the project. The authorized representative in your area can be contacted at the following address: District Engineer, State of Wyoming, Department of Environmental Quality, Water Quality Division, 250 Lincoln, Lander, WY 82520; telephone, 332-3144.

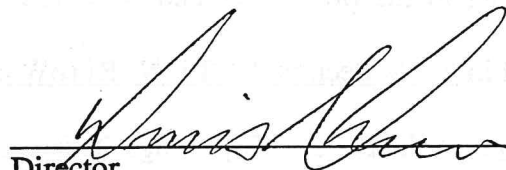
Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities or penalties established pursuant to any applicable State law or regulation.

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.

AUTHORIZED BY:



Administrator
Water Quality Division



Director
Department of Environmental Quality

6-13-94

Date of Issuance

This permit does not supersede the requirements for obtaining any permit from local agencies.

STANDARD CONDITIONS 1 through 4

1. of 4 The applicant will notify the appropriate district office of the Department of Environmental Quality, Water Quality Division, by the attached post card of the date construction will begin and the estimated completion date.

Permit to Construct 94-109R
Lot 60, Indian Springs Ranch

2. of 4 The applicant will provide immediate oral and/or written notice to Water Quality Division, 250 Lincoln, Lander, WY 82520, (307) 332-3144, in accordance with the provisions of Section 9, Chapter III, Wyoming Water Quality Rules and Regulations of any changes or modifications which are not consistent with the terms and conditions of this permit.

3. of 4 Within sixty days of completion of construction of the authorized facility, the applicant will submit to Water Quality Division, 250 Lincoln, Lander, WY 82520, on the form provided (CERTIFICATION OF COMPLETION), the following information.
 - a. Date that construction of the facility was completed; and
 - b. Date that the facility was placed in operation; and
 - c. Certification the facility was constructed in accordance with the terms and conditions of the permit; or
 - d. Certification the facility was completed with changes or modifications. Submittal of as-constructed plans and specifications for the system as it was constructed, certified by an engineer if appropriate.

4. of 4 The review and approval of this permit is based upon the items identified in the attached "Statement of Basis".

JH/jyi/nc 42438.LTR

STATEMENT OF BASIS

I. General information.

A. Permit Number: 94-109R

II. Application reviewed for compliance with the following regulations.

A. Chapter XI. YES

B. Chapter XII. NO

III. Basis for issuing permit.

A. Review of application package indicates proposed facility will be in compliance with applicable regulations identified in Section II.

YES

B. Permit includes deviation from applicable regulations in accordance with Section 5, Chapter XI, or XII.

NO

C. Permit based on deviation from applicable regulations in accordance with approved policy statement.

NO

IV. Facilities not specifically covered by regulations.

A. Identify specific sections of the regulations for which a deviation is approved and briefly summarize the regulation.

N/A

B. Briefly state the basis for the deviation.

N/A

C. Permit based on general or statewide deviation contained in approved policy statement.

N/A

Statement of Basis
94-109R
June 9, 1994

- V. Application requires review to determine groundwater impacts in accordance with Section 15, Chapter III.

NOT

JH/jyi/nc 42438.LTR

Appendix B

Existing Connection Agreement and Will Serve Assurance

TELEPHONE MESSAGE FORM
UNDERGROUND INJECTION CONTROL PROGRAM
WATER QUALITY DIVISION
WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY

CALLER: Sandy - The City Engineer for Jackson, Wyoming
WQD PERSON: Robert Lucht, P.E. & P.G., UIC Program Supervisor
TELEPHONE: (307) 733-3932
CASE NAME: Indian Springs Ranch Subdivision
DATE: July 28, 1994
SUBJECT: City Sewer Availablity

1. I called the City of Jackson on this date to verify if condition 18 of permit to construct 94-059 is a legally viable option for the developer in the event that the system fails. Sandy assured me that it is and the City would be happy to take the sanitary waste from the entire subdivision.

Town of Jackson WYOMING

June 10, 1994

Mr. Jeff Hermansky
Department of Environmental Quality
250 Lincoln Street
Lander, WY 82520

SUBJECT: Proposed Pressurized Force Main Sewer System and
Proposed Connection to Proposed Town Water Transmission
Main
Lot 60, Indian Springs Ranch
Jackson, WY

Dear Jeff:

I have reviewed the plans for the proposed water and sanitary sewer improvements referenced above, and the Town of Jackson has, or will have at the point in time when the Lot 60 development comes fully on line, sufficient water supply and wastewater treatment capacity to accommodate the additional demand which would be imposed upon our systems by the project. In addition to this fact you should also be apprised of the following:

1. The Town of Jackson has, through action of the Town Council on March 16, 1994, authorized exploration of the issue of connection of the Lot 60 development to the Town's sanitary sewer collection and treatment system. Formal approval of connection of the development will be considered at the regularly-scheduled Town Council meeting on June 20, 1994. In accordance with the tenets of the 1978 tri-party agreement between Teton County, the Town of Jackson, and the United States Environmental Protection Agency, such approval will be contingent upon similar approval by Teton County.
2. Speaking as the Town Engineer of Jackson, I do not object to the use of grinder pumps and a private force main system of delivery of the sewage generated by the Lot 60 development to the Town's public sanitary sewer

PAGE 8



collection and treatment system.

If you have any questions on this matter or require further information from me, please feel free to contact me at 733-0520.

Sincerely,

A. Buckstaff, Jr.
Sinclair Buckstaff, Jr.
Town Engineer

c. Mr. Jerald D. Crews
Cardinal Design Group

AGREEMENT FOR WASTE WATER TREATMENT SYSTEM CONNECTION

This agreement is made and entered into to be effective as of the 22nd day of August, 1996, by and between Indian Springs Ranch Limited Partnership, of P.O. Box 291, Jackson, Wyoming 83001 (hereinafter referred to as "Indian Springs"), and the Town of Jackson, a Municipal Corporation of the State of Wyoming, of P.O. Box 1687, Jackson, Wyoming 83001 (hereinafter referred to as "Town").

WITNESSETH:

WHEREAS, the Town has a municipal waste water treatment system, including collection lines and mains which are situated in the Town of Jackson adjacent to Indian Springs Ranch Subdivision; and

WHEREAS, Lot 60 of the Indian Springs Ranch Subdivision is connected to the Town of Jackson's Municipal waste water treatment system via a 3 inch force main known generally as the "Indian Spring Force Main"; and

WHEREAS, Indian Springs owns Lot 60 of the Indian Spring Ranch Subdivision, Teton County, Wyoming, and wishes to construct various use buildings on such lot and to connect the sewer system for said buildings to the Town of Jackson's waste water treatment plant and collection system; and

WHEREAS, Indian Springs and the Town have agreed to conditions pursuant to which the Town would extend its municipal services outside of its corporate boundaries to allow Indian Springs to connect Lot 60 to the Town's waste water collection and treatment system, and have agreed to the conditions upon which the said municipal services and permission to connect will be made and wish to memorialize their agreement;

NOW THEREFORE, it is hereby stipulated and agreed by and between the parties that:

1. The Town of Jackson shall allow access to its municipal waste water treatment system to a portion of the unincorporated area of Teton County more particularly described as Lot 60 of the Indian Springs Ranch Subdivision, for the purpose of allowing mixed use buildings to connect to the system.
2. Indian Springs shall pay to the Town the waste water capacity fee applicable to the existing buildings and prior to the commencement of construction of any additional buildings on Lot 60.
3. Indian Springs, for itself and its successors in interest in the property, shall and does hereby grant unto the Town of Jackson, for so long as improvements on the property are connected to the Town of Jackson waste water treatment system, the continuing right to come upon the property to read the flow meter and to inspect the force main and pump chamber for the purpose of detecting ground water infiltration. Ground water infiltration shall be defined as "a visual flow of water in the sewer service line detected after all water in the line has been shut off for a period of thirty minutes."
4. In the event ground water infiltration into the force main shall be detected at any time, Indian Springs, or its successors in interest in the property, shall take all necessary steps to eliminate the infiltration with all work to eliminate such infiltration to be completed within thirty (30) days of written notice by the Town that infiltration is occurring.
5. The continued service of waste water treatment facilities shall be subject to and conditioned upon compliance by Indian Springs, or its successors in interest, of all applicable statutes, ordinances, specifically including Section 13.08 of the Municipal Code of the Town of Jackson, and rules and regulations now in effect or hereinafter adopted or promulgated by the Town of Jackson for the operation of its waste water treatment facilities.



6. In further consideration for the extension of municipal services in the way of waste water treatment facilities connection to Indian Springs for said Lot 60 of Indian Springs Ranch Subdivision, Teton County, Wyoming, for it and its successors and assigns in interest, agree that it will consent to the annexation of the property into the corporate limits of the Town of Jackson, if at any time in the future the Town of Jackson shall determine that it is in the interest of the Town and the property owners in the vicinity to be and become a part of and to be included within the corporate boundaries of the Town of Jackson.

7. The Town acknowledges that in the future, lots 35,36,37,38,39,40 and 41 of the Indian Springs Ranch Subdivision may connect to the Indian Springs force main, and Indian Springs, for itself, its successors and assigns agrees that upon the construction of buildings on those lots, the then applicable waste water fee for such lot shall be then due and payable.

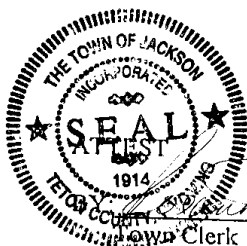
IN WITNESS WHEREOF, the parties have hereunto set their hands to be effective as of the day and year first above written.

INDIAN SPRINGS RANCH LIMITED PARTNERSHIP
By: ISR, Inc., General Partner

G. T. Halpin
Gerald T. Halpin, President

TOWN OF JACKSON

BY: Abi Garaman
Mayor



STATE OF VIRGINIA)
COUNTY OF FAIRFAX) ss.

The foregoing instrument was acknowledged before me by G. T. Halpin
this 18th day of July, 1996.

Witness my hand and official seal.

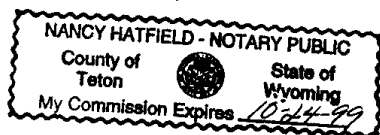
Elizabeth M. Sangon
Notary Public

My Commission Expires: March 31, 1998

STATE OF WYOMING)
COUNTY OF TETON) ss.

The foregoing instrument was acknowledged before me by Abi Garaman,
Mayor and Roxanne Vries, Town Clerk of the Town of Jackson, Wyoming, this
2nd day of August, 1996.

Witness my hand and official seal:



My Commission Expires:

Nancy Hatfield
Notary Public

Appendix C

Excerpts from CDG Report

Design Report
Wastewater Disposal System
for the
Ranch Headquarters & Equestrian Center
Indian Springs Ranch
Jackson, Wyoming

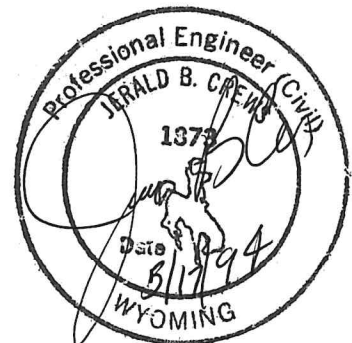
Prepared for the

The Meridian Group
Box 291
Jackson, Wyoming 83001

Cardinal Design Group
2334 Rose Lane
Riverton, Wyoming 82501

Revised May 1994

DEQ 94-109



DESIGN REPORT
INDIAN SPRINGS RANCH LOT 60
SEWERAGE SYSTEM

1. Introduction

This report presents the basic design concept for sewerage of a new recreation-service center for The Indian Springs Ranch. The system will be privately owned and operated, however, since it is commercial in nature and will have a daily flow in excess of 2,000 gallons per day, it falls under the jurisdiction of the Water Quality Division of the Department of Environmental Quality.

The Indian Springs Ranch Headquarters and Equestrian Center is located entirely within the boundaries of Lot 60 of the Indian Springs Ranch Subdivision located just west of the Town of Jackson. It is located adjacent to Boyles Hill Road in the south central portion of the Indian Springs Plat, in Section 36, Township 41 North, Range 117 West. The ranch headquarters will have several facilities including:

- Employee Housing
- Maintenance Building
- Activities Center for Recreation and Meetings
- Horse Barn
- Employee Living Quarters
- Possibly in the future, an indoor riding arena

A portion of the site was formerly a gravel mining operation. This portion of the site will be converted into permanent ponds and native landscaping. The center will serve homeowners in the Indian Springs Ranch Development and occasional public events.

A separate design for a community water system will be submitted to DEQ and Teton County.

2. Overview of the Project

After reviewing the various options for on-site disposal using leaching beds, versus connecting to the Town of Jackson's Municipal Disposal System, it was decided that the latter is preferable. Even though the volume of sewage is relatively low, and that adequate land is available for a soil absorption system, the owner has opted to proceed on the basis of a pressurized sewer system. The proposed system will discharge into the Town of Jackson's Municipal Sewer System, located approximately one mile to the east.

The basic design disposal concept for this system is to use a combination of conventional gravity sewer line and a grinder pump station to pump raw sewage. Sewage will flow by gravity from the various structures to a grinder pump station located on the west side of the facility. From that point sewage will be pumped about 5,200 feet to a new sewer line in a new development called Indian Springs Addition. This development is owned by a group affiliated with the owners of the Indian Springs Ranch.

3. Design Flows

The design flows for this facility were calculated on the basis of accumulated flows for each of the facilities.

3.1 Maintenance Building

This facility will be a warehouse vehicle storage, workshop, and office space. It is estimated that there

will be one full-time employee with unit flows rated at 30 gallons per day per employee. The total flow from this facility will be about 30 gallons per day.

3.2 Northwest Residence

This residence is designed for a caretaker. It will be either two or three bedrooms, we have allowed for three bedrooms in the design calculations of 150 gallons per day per bedroom for a total flow of 450 gallons per day.

3.3 Indoor Arena

At the present time there is consideration of constructing a large indoor riding arena with some seating for spectators. Even though the possibility of construction is somewhat remote, we have included in the design flows provision for 75 spectators participating in a 6 hour event. Total design flow out of this facility, should it be built, would be about 1,125 gallons per day.

3.4 Activities Center

One of the main items of this Ranch Headquarters facility will be a recreation center/activity center with a swimming pool. We estimate that on a peak day approximately 100 individuals could be using this facility with a design flow of 10 gallons per day per person. This amounts to about 1000 gallons per day.

3.5 Central Residence

This residence will be designated a manager's residence and we have allowed for a three bedroom single family

home, even though it may ultimately be a two bedroom home. Total flow from this facility was calculated at about 450 gallons per day.

3.6 Horse Stables

The only discharge into the sewer sewage system from the horse barn will be from the area where the horses will be washed. Urine from the horses will be handled in the individual stalls using absorption materials. We anticipate the total number of horse stalls at 32.

Stable cleaning will have no discharge to the sewerage system. Removal of straw, manure, and wood chip bedding will be by mechanical means.

Design flows were estimated based on observations and interviews with the manager of the Spring Creek Equestrian Center which serves the Spring Creek Development. The total flow from this facility is estimated at 5,750 gallons per day.

3.7 Employee Housing

On the extreme west side of Lot 60 is a proposed multi-unit employee housing. It is anticipated that there will be a total of 12 bedrooms for the 24 employees of the ranch. The estimated flow using 150 gallons per day per bedroom is 1,800 gallons per day.

3.8. Building Floor Drains and Sumps

In keeping with DEQ regulations there are no floor drains in non-residential buildings, except in horse washing

area, as noted in Section 3.6. Residential floor drains are in mechanical rooms for water heaters, furnaces, and washing machines. The maintenance building will have a non-discharging sump for liquids originating from vehicles and equipment.

3.9. Total Flow

The total flow for this facility is estimated at 10,555 gallons per day. The individual estimates above actually sum to 10,605 gpd.

4. Collection System

The collection system will be conventional gravity system with 6" lines and manholes designed in accordance to DEQ standards. The Northwest Residence and Maintenance Building will flow directly by gravity into the grinder pumping station. The remainder of the facilities will discharge into gravity collection system as shown in Figure 1. The first 850 lineal feet of the pressurized sewer line will be installed in the same trench as the gravity mainline.

5. Pumping Plant Details

This system will have a 5 HP duplex grinder pump station located on the west side of the lot. It will be designed to operate at a discharge of 51 gpm at a TDH of 115 feet. Discharge will reduce to about 45 gpm if any or all of the pumps serving lots 38-41 are running concurrently during a pumping cycle. The pumps will be mounted in a concrete pipe sump with reserve capacity and alarm signals. The pumps will be explosion proof. Class I, Group C/D and will have a moisture sensor in the oil chamber.

The pumps will be mounted on a factory constructed "Hydrorail" system for removal and servicing. All electrical work shall comply with national Electric Code.

6. Alarms and Emergency Standby Power

A 10 kW engine generator has been purchased to provide power at the grinder pump station. The 10kW engine generator will be located in the south easterly portion of the Maintenance Building and will be solely reserved for the sewage pumping station except for incidental lighting. The 5 HP grinder pump requires about 125 amps at starting. Since the engine-generator is used, its initial load starting amperage is unknown. A test will be run to insure that it can start the grinder pump, and if problems arise it will be upgraded to a unit which can start the pumps.

The alarm will be a red, 150 watt wall light mounted on the eve of the maintenance building. It should be noted that the Equestrian Center will have a full time maintenance man living in the caretakers residence just north of the lift station. The alarm light will activate when the water level in the grinder pump sump reaches the present alarm level.

7. Discharge Line

The proposed discharge line will be 1,100 lineal feet of 2 inch and 4,100 lineal feet of 3 inch nominal polyethylene line. The line will have a minimum cover of 6 feet and will traverse open pastures.

Maximum pressure on the line is about 60 psi. The pipe line will be rated for 160 psi, SDR 11.5 with butt fused joint

connections and will be placed with a detectable alert tape.

A detailed hydraulic analysis is included in the Appendix showing the results of trial and error iterations to determine the operating point of the line . Three separate flow regimes were studied:

- Four lot pumps operating at 5 gpm at the same time as the main pump
- Two lot pumps operating 20 gpm at the same time as the main pump
- The main pump operating only

A Hazen-Williams "C" coefficient of 150 was used based on published data by the Phillips Corporation, maker of polyethylene pipe. The results of this analysis show that the main pump discharge will range between 45 and 51 gpm.

The minimum velocity of the system was found to be 2.3 fps in Reach 2 when two residential units are operating at 20 gpm. In all other cases velocities exceed 2.5 fps.

8 Service to Adjacent Lots

The discharge line has been sized to accept either a grinder pump or settled effluent from four lots which are adjacent to the line. Each lot would have its own pump and would operate independently of the Lot 60 pumping plant. The system head curves for the pipeline have been checked to insure that the system will function correctly if all pumps happen to be running at the same time. The hydraulic analysis is included in the Appendix.

In regard to the details of serving Lots 38-41 the owners of ISR plan to sell these lots with recorded covenant which

reads as follows:

"Sewage shall be settled in a 1,500 gallon combination septic tank/ effluent pump chamber or be pumped direct by a grinder discharging pump into a sewage force main owned and operated by Indian Springs Ranch. The pump shall have a capacity of at least 10 gpm at 74 feet of head. There will be no charge for connecting to the ISR line nor will there be any maintenance charges.

All other costs including septic tank, pump, pipe, and Town of Jackson tap fees shall be paid by the Lot Owner."

9. Easements & Right-Of-Way

The force main will traverse lands dedicated on the Indian Springs Ranch Plat as "Open Space." An easement document is presently being prepared granting a 20 foot easement for utility purposes by the owners of the lots 48, 53, 49, and 38.

Lots 48 and 53 are common open space. Lot 49 is the Right-of-Way of the "Tribal Trail" connector road dedicated to Teton County for road utilities irrigation drainage proposed. The force main will not traverse the right-of-way of Boyles Hill Road.

10. Specifications

All work shall conform to the Wyoming Standard Specifications for Public Works, 1993.

11. Construction Schedule

The Indian Trails Addition is under final design at the present time. A copy of the utility improvements drawing which relates to the Lot 60 force main is included herein. Construction is expected in the summer of 1994 concurrent with the Lot 60 improvements.

Appendix D
CWS Correspondence
(Nelson – WDEQ)

December 22, 2020

VIA: Electronic Mail (taylor.spiegelberg@wyo.gov)

Taylor Spiegelberg
Wyoming Department of Environmental Quality
Underground Injection Control Division
510 Meadowview Drive
Lander, WY 82520

**RE: Indian Springs Ranch Community Wastewater System
UIC Permit No. 94-059R**

Dear Taylor:

Over the last few years, Nelson Engineering (NE) has evaluated and reported on multitudinous assets owned and operated by the Indian Springs Ranch (ISR) Homeowners Association (HOA). One such asset includes a community wastewater system (CWS), comprised of centralized collection infrastructure and two separate leachfields, identified as Leaching Areas "A" and "B". The CWS serves 23 lots on the north side of the ISR subdivision in accordance with the above referenced Underground Injection Control (UIC) permit. Another asset under evaluation, for which the HOA bears maintenance and replacement responsibility, is a paved road network, approximately three miles in length. Significant road improvements have been recommended by NE in the upcoming construction season, and are slated to be bid in the spring.

In its evaluation of the CWS, NE discovered the existing system has experienced operational issues over the last several years, potentially indicative of approaching system failure, particularly at Leaching Area A (LAA). Extended pump run times on numerous occasions at LAA, apparently attributable to leachfield receiving failure, precipitated flushing of approximately half of the lateral network by a local septage hauler. Flushing activities appeared to restore some receiving capability of LAA, although regular and ongoing flushing is necessary to maintain functionality. To further investigate the condition of LAA, a portion of the southwest lateral was excavated and inspected.

The excavation revealed the existing gravel bed immediately beneath the lateral to be relatively clean and apparently bio-mat free. A sufficient length of the lateral was exposed to facilitate inspection of three orifices, and two of the three were discovered to be essentially clogged. Once the clogs were removed, wastewater discharge through the orifices appeared to be restored. It was surmised during the investigation that placement of the laterals directly on the gravel media, coupled with bio-mat formation, was resulting in orifice plugging, and inefficient/ineffective pumping cycles. The gravel media was not inspected through its entire depth, supposedly an additional 8-feet below the lateral invert per the original design drawings. However, the monitoring ports on the east and west ends of LAA were inspected.

The west monitoring port appeared to be situated outside of the installed leaching trench, positioned nearer to the midpoint between two of the laterals, thereby limiting exposure of the port to the gravel media. The bottom of the west port was measured at 11.5-feet below the top of the casing, with no water presence discernible in the bottom. The east monitoring port, apparently situated nearer to the leaching trench, measured 10.5-feet in total depth, with approximately 12-inches of standing water measured in the bottom.

The residual water level measured in the east port was postulated to be either indicative of a clogged soil interface and possible leaching area failure, or the result of recent pumping activity and delayed infiltration. NE recommended continued observation of the water level in the east monitoring port, along with correlation of associated pump run times, in order to clarify the implications of residual, standing water. To date, no additional data has been gathered, to NE's knowledge.

Concurrent with the field investigation of LAA, NE also began comparing effective, leaching basal area of the 1994 design with present-day design methodologies, the primary difference being the sidewall allowance for trench systems. The original design of LAA contemplated 8-feet of trench sidewall height be counted toward native soil, absorption interface area, whereas current design methodology limits trench sidewall height to a maximum of 1-foot for consideration as viable absorptive area, regardless of total trench height. NE's comparison revealed that the infiltrative surface afforded under the original design for LAA could theoretically accommodate a maximum daily flow (MDF) of approximately 5,000 gallons per day (gpd), while the basal area calculation employing modern design criteria translates to a MDF acceptance capability on the order of only 1500 gpd.

Potential MDF for the current LAA service area, under full occupancy, was recently forecast by NE to equate to 7260 gpd, indicating LAA is technically, and drastically, undersized. However, property owner surveys circulated to residents within the service area indicate ISR seldom sees full occupancy, although the possibility does exist. Similar calculations for Leaching Area B concluded it, too, was undersized, although to a lesser extent. With the realization that both leaching areas within the CWS appear inadequately sized, based on current design methodologies, NE recommended that the HOA eventually entertain alternative wastewater treatment measures, regardless of the condition of LAA.

For a long-term wastewater disposal solution at ISR, NE has considered the prospect of eventual leachfield replacement, along with an option to connect the central ISR collection system with the Wilson Sewer District (WSD)/Town of Jackson (TOJ) wastewater system for conveyance of ISR wastewater to the treatment facility operated by the TOJ. In the event the WSD/TOJ connection is deemed viable and/or preferred, construction of portions of the eventual conveyance system may prove opportune, in advance of impending roadway improvements. However, in order to properly compare the CWS alternatives, NE would like to verify the viability of leachfield replacement as an option at the outset. As a first step in determining the efficacy of replacing the CWS leachfields, Permit No. 94-059R and its supporting documentation was reviewed by NE.

Condition number 13 of 14 within Permit No. 94-059R states that "In the event that either of the drainfields covered by this permit should fail..., the permittee shall...submit a set of approvable plans and specifications for the construction of an interceptor sewer to connect the system to the City of Jackson wastewater treatment facility..." It is further conditioned that the interceptor sewer be constructed within six months of receiving an approved permit, and that the existing leachfields and ancillary equipment be abandoned. No alternative to replace the leachfields is offered within the permit, despite the availability of significant area to do so, within existing ISR lots dedicated for operation of the CWS. It would therefore appear that the only alternative available to the HOA in the event the existing leachfields fail, is to connect the existing ISR collection system to the WSD/TOJ wastewater system.

Considering the information conveyed above, NE requests that the UIC Division of the Wyoming Department of Environmental Quality (WDEQ) review Permit No. 94-059R, as well as its supporting documentation, and issue formal opinions concerning; 1) future wastewater disposal methods available to the ISR HOA, and 2) assessment of the current CWS failure status, both from operational and sizing perspectives. Viability of the

leachfield replacement option, or lack thereof, may ultimately portend significant consequences on construction costs and logistics.

Lastly, NE would like to inform the WDEQ that, as an interim measure to enable continued operation of LAA, it has been proposed that the entire lateral network be exposed in the spring, and all orifices cleaned and retrofitted with orifice shields. Under current occupancy trends at ISR, it is believed restoration of LAA functionality will sufficiently serve the community until a long-term solution can be implemented. NE therefore, further requests the UIC Division offer an opinion on the viability of this interim measure, while the HOA deliberates available alternatives, and whether the work proposed would require a WDEQ permit application. If you would like to further discuss wastewater disposal techniques available to the ISR HOA, failure status of the existing CWS, or interim wastewater disposal at ISR, please do not hesitate to contact Ty Ross with Nelson Engineering,

Sincerely,

A handwritten signature in blue ink, appearing to read "Ty S. Ross", with a long horizontal flourish extending to the right.

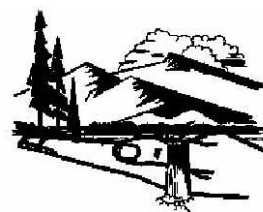
Ty S. Ross, P.E.
Nelson Engineering

Cc (via email): Tina Korpi/Amy Floyd (Grand Teton Property Management)
ISR HOA Board of Directors
James Brough (WDEQ)



Department of Environmental Quality

To protect, conserve and enhance the quality of Wyoming's environment for the benefit of current and future generations.



Mark Gordon, Governor

Todd Parfitt, Director

January 11, 2021

Nelson Engineering
Attn: Ty S. Ross
P.O. Box 1599
Jackson, WY 83001

via email: tross@nelsonengineering.net

**RE: Indian Springs Ranch Community Wastewater System
UIC General Permit No. 5E3-98-1**

Dear Mr. Ross,

The Wyoming Department of Environmental Quality (WDEQ), Underground Injection Control (UIC) Program received your letter regarding the Indian Springs Ranch (ISR) Community Wastewater System on December 22, 2020. The letter requested that the UIC Program review the Indian Springs Ranch UIC Permit, and issue formal opinions concerning future wastewater disposal methods available to the ISR Homeowners Association (HOA), as well as an assessment of the current CWS failure status from an operational and sizing perspective. Additionally, the letter proposes that the entire leachfield lateral network be exposed in the spring of 2021 for cleaning and retrofitting.

Based on WDEQ/UIC's review of the December 22, 2020 correspondence, additional information is needed to determine the appropriate path forward for the Indian Springs Ranch Community Wastewater System.

WDEQ/UIC is requesting that monitoring wells present within the proximity of LAA and LAB be sampled for metals (total and dissolved), mercury (total and dissolved), pH, Nitrite as N, Nitrate + Nitrite as N, Ammonia as N, Total Dissolved Solids, Alkalinity, Sulfate, Chloride, Bromide, Fluoride, oil and grease, and total phenols. If these constituents have already been analyzed (specifically within the past year), please provide that information our office. Sampling or submittal of information should occur by January 31, 2021. Once this information is evaluated by the WDEQ/UIC Program, the appropriate path forward can then be discussed.

Should you have any questions or comments concerning this letter, please feel free to contact me at taylor.spiegelberg@wyo.gov, or by phone at (307) 335-6752.

Sincerely,

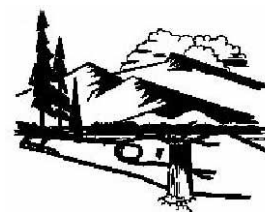
Taylor Spiegelberg
Project Manager
Underground Injection Control Program WDEQ

cc: Lily Barkau, WDEQ (PDF)
Stephen Savoie, WDEQ (PDF)
James Brough, WDEQ (PDF)
Tina Korpi, Grand Teton Property Management (via email) (PDF)
Amy Floyd, Grand Teton Property Management (via email) (PDF)
Indian Spring Ranch HOA Board of Directors (via email) (PDF)



Department of Environmental Quality

To protect, conserve and enhance the quality of Wyoming's environment for the benefit of current and future generations.



Mark Gordon, Governor

Todd Parfitt, Director

April 2, 2021

DEQ April 2, 2021 Letter

Mr. Ty Ross, P.E.
Nelson Engineering
PO Box 1599
430 South Cache
Jackson, WY 83001
Via email: tyross@nelsonengineering.net

RE: Indian Springs Ranch Community Wastewater System

Dear Mr. Ross,

The Wyoming Department of Environmental Quality (WDEQ), Underground Injection Control (UIC) Program received a letter regarding the Indian Springs Ranch (ISR) Community Wastewater System from you on December 22, 2020. The UIC Program responded on January 11, 2021 requesting monitoring wells within the proximity of Leaching Area A (LAA) and Leaching Area B (LAB) be sampled for a suite of constituents. The UIC Program coordinated with Nelson Engineering (NE) to ensure the monitor wells sampled were in relevant locations as it pertains to LAA and LAB. The results of three samples were received by the UIC Program on February 24, 2021. Upon review of the sample results for monitoring wells A4, A10, and B4, nitrate values of 4.88 mg/l in A4 and 6.05 mg/l in B4 indicate nitrate values have increased since LAA and LAB were originally constructed.

In your December 22, 2020 correspondence you requested that the Department review Permit #94-059R and its supporting documentation and offer formal opinions concerning 1) future wastewater disposal options available to Indian Springs Ranch Home Owners Association (HOA), and 2) assessment of the current Community Wastewater System (CWS) failure status from the operational and sizing perspectives.

As noted in that correspondence, both leaching areas appear undersized, with lateral orifices subject to periodic clogging leading to a reduction in subsurface effluent distribution and subsequent treatment. Our review of the system design noted that the deep depths of leachfield laterals, absence of clean outs and effluent filters, and calculated flow volumes in excess of design flow volumes likely result in insufficient effluent treatment, not to mention persistent and continuing operational challenges. Based upon NE's observations and our review of the system design we believe that insufficient treatment resulting from system size, design and operation is likely the cause of increasing nitrate levels in groundwater. This is a concern.

The ISR HOA has the option to either 1) reduce, control and limit discharges to the design capacities of the leachfields, 2) replace the existing CWS, or 3) connect to the Wilson Sewer District/Town of Jackson wastewater system. However, I believe that time is of the essence in

implementing corrective measures and that one of the above-mentioned options should be in place and operational within six (6) months of the date of this letter, or approximately before October 2, 2021. It is my intent to terminate the current permit coverage at that time if none of the three options, or an otherwise approved option, have been implemented. In the interim, we agree that maintenance on the existing systems such as flushing, cleaning, and other adjustments should proceed as recommended in your December 20, 2020 letter. Please keep a record of the maintenance work undertaken and completed. I would also appreciate an update once the selected option has been determined.

Should you have any questions or comments concerning this letter, please feel free to contact Taylor Spiegelberg at taylor.spiegelberg@wyo.gov, or by phone at (307) 335-6752.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin Frederick".

Kevin Frederick
Administrator, Water Quality Division

cc: Ty Ross, Nelson Engineering (via email) (PDF)
Taylor Spiegelberg, WDEQ (PDF)
Lily Barkau, WDEQ (PDF)
Troy Sanders, WDEQ (PDF)
James Brough, WDEQ (PDF)
Tina Korpi, Grand Teton Property Management (via email) (PDF)
Amy Floyd, Grand Teton Property Management (via email) (PDF)

Appendix E

WSD Memorandum

SLL/19-013-02

January 28, 2020

ATTN: Ty Ross
CC: Grand Teton Property Management

RE: Indian Springs Ranch - Wilson Sewer Feasibility
Equivalent Residential Unit Projections, Estimated Connection and User Fees

Ty:

This memorandum is in response to your request for Wilson Sewer District and/or Town of Jackson equivalent residential unit projections and estimated connection and user fees for 22 lots within the Indian Springs Ranch subdivision that could potentially connect to the District and Town's collection and wastewater treatment facilities. Attached is a summary table of findings, and below is an explanation of the methodology and assumptions required to arrive at the attached figures.

Equivalent Residential Unit (ERU) Projections:

A survey was distributed to the owners of the 22 lots to ascertain the level of development on each lot, specifically the number and type of residential structures per lot, Primary Single Family Dwelling (SFD) or Guest House/Accessory Residential Unit (ARU). Responses were received from the vast majority of lot owners. There are currently two vacant lots among the group. The Wilson Sewer District does not permit on speculation, so those lots were not included in the ERU projection. Where there were questions on existing development, the Teton County Engineering and Teton County Planning and Building Departments were consulted for clarification. The Wilson Sewer District has a slightly different definition of an ARU than Teton County, provided below. Two of the units in the group would not qualify as an ARU at the County level but do at the District level.

2.1 Accessory Residential Unit (ARU) shall mean one (1) or more rooms, including a den or unfinished room, that is marketed and designed for sleeping or otherwise has potential to function primarily as a residence/dwelling – with private bathroom and any two of the following features:

- separate entrance and/or lock off capability
- kitchen sink
- stove
- refrigerator
- dishwasher
- laundry facilities

The ARU need not contain actual appliances if the connections are “roughed in”.

The total number of ERU was estimated at 23.5 ERU for the 22 lots. All lots identified in the survey as potentially containing an ARU were confirmed through discussions with Teton County officials, or other research, to meet the District ARU qualification.

Connection Fees:

The fees presented are FY 2019 numbers; the Town of Jackson is currently conducting a comprehensive water and sewer rate study, and fees are subject to change. The current Wilson Sewer District connection fee is \$6000 per residential structure, which includes payment to the Town of Jackson for capacity. The Town's capacity fee is \$2172 per residential unit that consists of two-bedrooms or more and \$1088 per one-bedroom unit (with laundry). Figures for both fees are presented in the table. These are one-time fees, to be paid when an existing building is connected or a building permit is applied for and granted.

Monthly/Annual User Fees:

The fees presented are FY 2019 numbers; the Town of Jackson is currently conducting a comprehensive water and sewer rate study, and fees are subject to change. Developing estimated monthly user fees required the application of several assumptions. The Town would prefer that each lot be considered an individual customer, requiring the installation of a water meter for the purpose of measuring/metering sewer flow. A two-inch diameter meter is assumed in the table, commensurate with the typical potable water service size throughout Indian Springs Ranch (ISR). The cost of purchasing a two-inch meter is currently \$911.72 to \$1,023.08, depending on the type of meter. An estimated installed cost of \$1,500 per lot for water meters is represented in the table. Depending on the internal water service configuration within each lot, it may be feasible to utilize smaller meters with an installed savings on the order of \$500/service.

The Town structures user fees based on the size of the meter, a volume rate for flow, and a wastewater class. The base charge for a two-inch meter is \$25.20 per month (whereas the base charge associated with typically smaller, residential meters presently ranges from \$7.05 to \$9.80 per month). Residential waste is considered Class 1, and the fee is \$2.27 per 1000 gallons. SFDs were assumed to generate 5000 gallons per month and ARUs were assumed to generate 3000 gallons per month. It should be noted that with seasonal, or intermittent occupancy, as is often the case for many of the ISR homes, the Town's monthly user fee may periodically revert to the base fee exclusively. Applying the assumed wastewater flows noted, an estimated Town of Jackson monthly user fee was generated for each lot.

The Wilson Sewer District's user fee calculation is a bit more complex. The District is considered one customer by the Town of Jackson and has a master meter at the Stilson Parking area at the intersection of Highways 22 and 390. Since Indian Springs Ranch is located past the master meter and would not utilize the District's lift stations, an annual user fee would be developed based on proportionate, projected, maximum daily flow and the estimated cost of affected sewer infrastructure maintenance and replacement. (The District has one other client who pays annual fees, calculated similarly.) The comprehensive annual sewer operation and maintenance costs, downstream of the ISR connection point, equate to the following:

Sewer Line Cleaning; 24 hrs/yr at \$160.71/hr =	\$ 3,857.10/yr
Sewer Line Replacement; 50-yr life \$9,308.47/yr =	<u>\$ 9,308.47/yr</u>
	\$13,165.57/yr

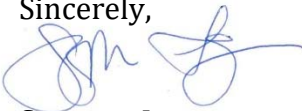
Wilson Sewer District's maximum day flow at build-out is estimated to be 185,134 gallons, and the maximum day flow at build-out for the 22 lots in question at Indian Springs Ranch is estimated as follows:

$$1.5 \text{ ERU/lot} \times 440 \text{ gpd/ERU} \times 22 \text{ lots} = 14,520 \text{ gpd max day}$$
$$14,520 \text{ gpd} / 185,134 \text{ gpd} = 7.84\%$$

Therefore, the ISR share of the annual operation and maintenance cost is 7.84%, or \$1,032.57 per year. The table reflects the assumption that the HOA would pay this fee annually, dividing it equally among all 22 lots, including the two vacant lots.

If you have any questions or require additional information, feel free to contact me directly.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Suzanne Lagerman', with a stylized flourish at the end.

Suzanne Lagerman
Assistant District Engineer

Indian Springs Ranch - Wilson Sewer Feasibility
Equivalent Residential Unit Projections, Estimated Connection and User Fees

Lot No.	Primary SFD	Guest House	ERU	Wilson Sewer District Connection Fee	Town of Jackson Connection Fee (2019)	Potable Water Meter Installation	Total Connection Cost	WSD Monthly User Fee ¹	Estimated ToJ Monthly User Fee ²	Total Monthly User Fee
18	Yes	No	1	\$3,828	\$2,172	\$1,500	\$7,500	\$3.91	\$36.55	\$40.46
19	Yes	Yes	1.5	\$8,740	\$3,260	\$1,500	\$13,500	\$3.91	\$43.36	\$47.27
20	Yes	No	1	\$3,828	\$2,172	\$1,500	\$7,500	\$3.91	\$36.55	\$40.46
21	Yes	Yes	1.5	\$8,740	\$3,260	\$1,500	\$13,500	\$3.91	\$43.36	\$47.27
22	Yes	No	1	\$3,828	\$2,172	\$1,500	\$7,500	\$3.91	\$36.55	\$40.46
23	Yes	No	1	\$3,828	\$2,172	\$1,500	\$7,500	\$3.91	\$36.55	\$40.46
24	Yes	Yes	1.5	\$8,740	\$3,260	\$1,500	\$13,500	\$3.91	\$43.36	\$47.27
25	No	No	0	N/A	N/A	\$1,500	\$1,500	\$3.91	\$0	\$3.91
26	No	No	0	N/A	N/A	\$1,500	\$1,500	\$3.91	\$0	\$3.91
27	Yes	No	1	\$3,828	\$2,172	\$1,500	\$7,500	\$3.91	\$36.55	\$40.46
28	Yes	Yes	1.5	\$8,740	\$3,260	\$1,500	\$13,500	\$3.91	\$43.36	\$47.27
29	Yes	No	1	\$3,828	\$2,172	\$1,500	\$7,500	\$3.91	\$36.55	\$40.46
30	Yes	No	1	\$3,828	\$2,172	\$1,500	\$7,500	\$3.91	\$36.55	\$40.46
31	Yes	No	1	\$3,828	\$2,172	\$1,500	\$7,500	\$3.91	\$36.55	\$40.46
33	No	Yes	1	\$3,828	\$2,172	\$1,500	\$7,500	\$3.91	\$36.55	\$40.46
34	Yes	Yes	1.5	\$8,740	\$3,260	\$1,500	\$13,500	\$3.91	\$43.36	\$47.27
58	Yes	No	1	\$3,828	\$2,172	\$1,500	\$7,500	\$3.91	\$36.55	\$40.46
62	Yes	No	1	\$3,828	\$2,172	\$1,500	\$7,500	\$3.91	\$36.55	\$40.46
63	Yes	Yes	1.5	\$8,740	\$3,260	\$1,500	\$13,500	\$3.91	\$43.36	\$47.27
64	Yes	No	1	\$3,828	\$2,172	\$1,500	\$7,500	\$3.91	\$36.55	\$40.46
65	Yes	No	1	\$3,828	\$2,172	\$1,500	\$7,500	\$3.91	\$36.55	\$40.46
66	Yes	Yes	1.5	\$8,740	\$3,260	\$1,500	\$13,500	\$3.91	\$43.36	\$47.27
23.5				\$110,944.00	\$51,056.00	\$33,000.00	\$195,000.00	\$86.05	\$778.67	\$864.72

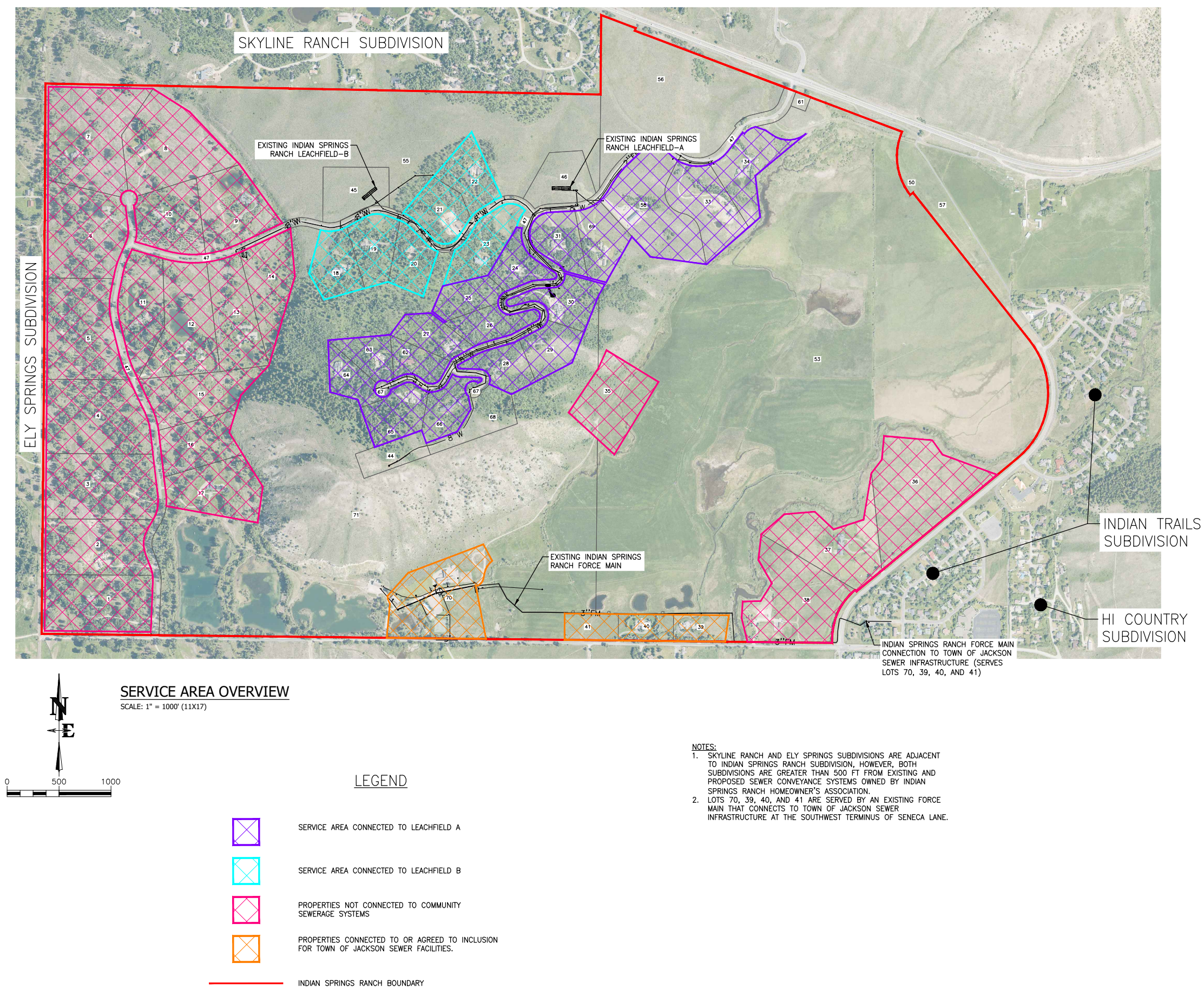
Notes:

- Build-out 1.5 ERU per lot * 440 gpd per ERU max day * 22 lots = 14,520 gpd max day
Sewer Line Cleaning; 24 hrs/yr @160.71/hr + Sewer Line Replacement; 50-yr life \$9,308.47/yr = \$13,165.57
Wilson Sewer District's max day flow at build-out is estimated to be 185,134 gal, ISR percentage is 14,520/185,134 or 7.84%
Therefore the ISR share of the annual operation and maintenance cost is 7.84% or \$1,032.57 per year
- ToJ fee based on 2019 fees, 2-inch diameter meter, \$25.20 base fee + \$2.27 per 1000 gallons metered use
Note that a 2-inch meter will need to be purchased, approx. \$911.72 to \$1,023.08
Assumption: 5000gal for SFD/main home and 3000gal for ARU

Appendix F

Map of Proposed Service Area

S:\Pro\BIB\013-02 Ordian Springs Ranch - Wilson Sewer Feasibility\4 Drawings\DWG\SERVICE AREA EXHIBIT.dwg SERVICE AREA OVERVIEW - May 03 2021 09:00:00 PM PLOTTED BY: Lee DWG FORMAT: 220

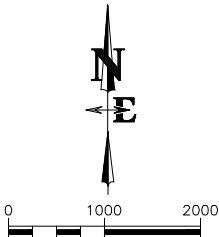
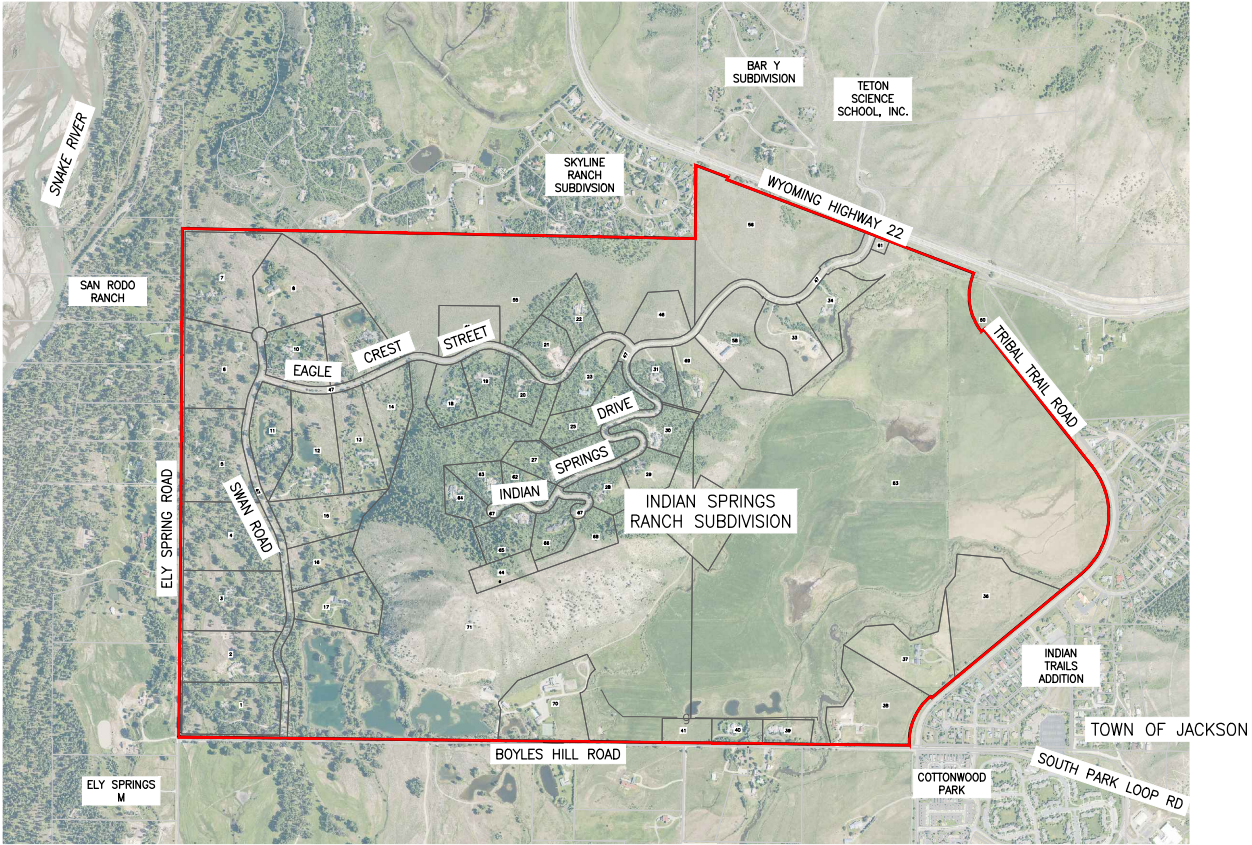


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G1.0		INDIAN SPRINGS RANCH	SERVICE AREA OVERVIEW	SURVEYED	NE			
		WILSON SEWER CONNECTION STUDY		ENGINEERED	AL/TSR			
		TETON COUNTY, WY		DRAWN	AL			
19-013-02				CHECKED	TSR			
				APPROVED	TSR			

Appendix G

Engineering Design Drawings

WILSON SEWER & TOWN OF JACKSON CONNECTION APPLICATION
INDIAN SPRINGS RANCH HOA
Teton County, Wyoming



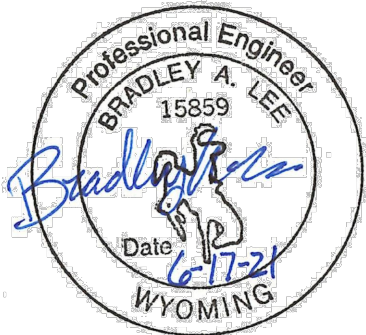
PROJECT DIRECTORY

Owner: Indian Springs Ranch HOA
P.O. Box 533
Jackson, WY 83001

Property Manager: Grand Teton Property Management
610 W. Broadway
Jackson, WY 83001
Amy Floyd
Telephone: 307-733-0205
Email: afloyd@wyom.net

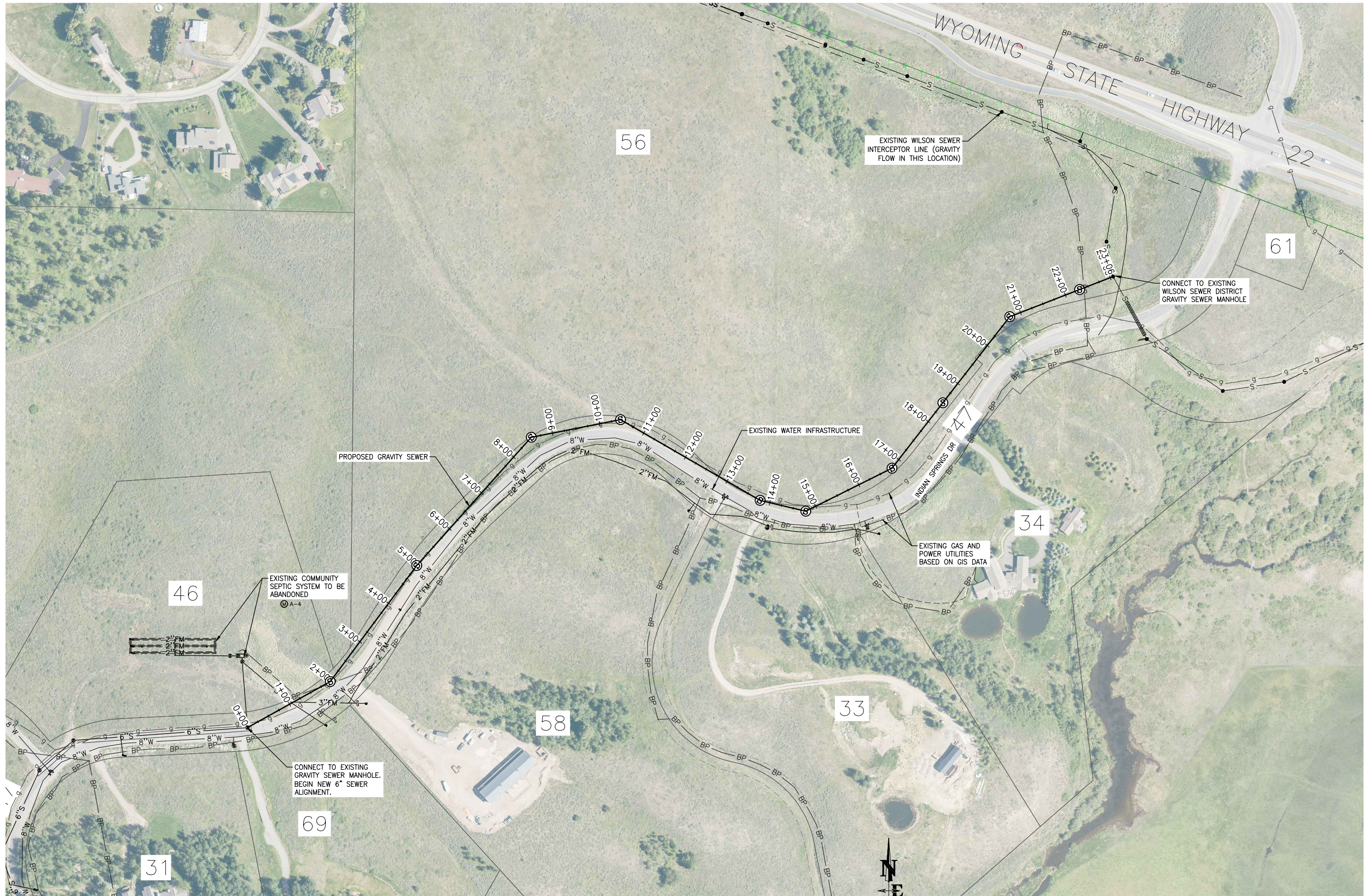
Project Manager,
Civil Engineer, &
Surveyor: Nelson Engineering
Ty S. Ross, PE
430 S. Cache St.
Jackson, WY 83001
Telephone: 307-733-2087
Email: tross@nelsonengineering.net

CIVIL DRAWING INDEX	
DRAWING NO.	DRAWING TITLE
T1.0	COVER SHEET
C1.0	GRAVITY SEWER OVERVIEW
C1.1	P&P0+00.00 - 5+20.00
C1.2	P&P5+20.00 - 10+80.00
C1.3	P&P10+80.00 - 16+40.00
C1.4	P&P16+40.00 - 22+00.00
C1.5	P&P22+00.00 - 23+98.37
C1.6	GRAVITY SEWER DETAILS
C2.0	FORCE MAIN OVERVIEW
C2.1	P&P0+00.00 - 5+20.00
C2.2	P&P5+20.00 - 10+00.00
C2.3	P&P10+00.00 - 15+20.00
C2.4	P&P15+20.00 - 20+00.00
C2.5	FORCE MAIN DETAILS

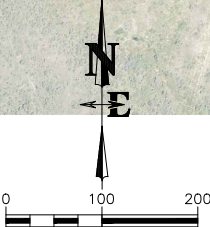


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NELSON ENGINEERING				P.O. BOX 1599, JACKSON WYOMING (307) 733-2087					

S:\proj\2019\013-02 Indian Springs Ranch - Wilson Sewer Feasibility\14 Drawings\CONVISE GRAVITY SEWER DESIGNING GRAVITY SEWER OVERVIEW - Jun 17 2021 08:42:3 pm PLOTTED BY: Lee DWG FORMAT: 238



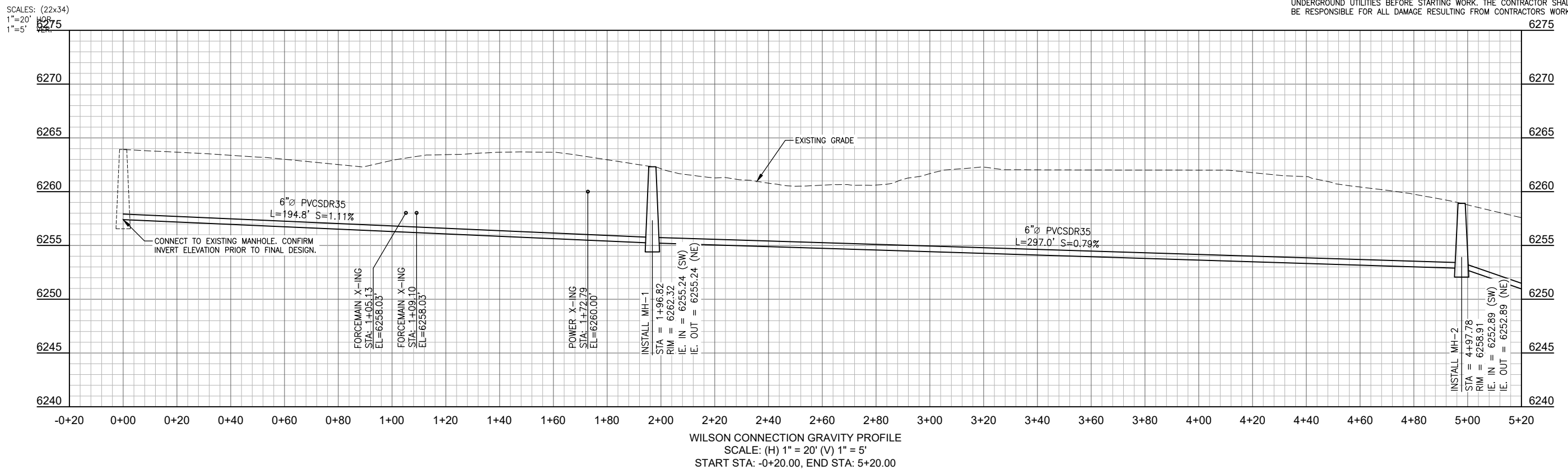
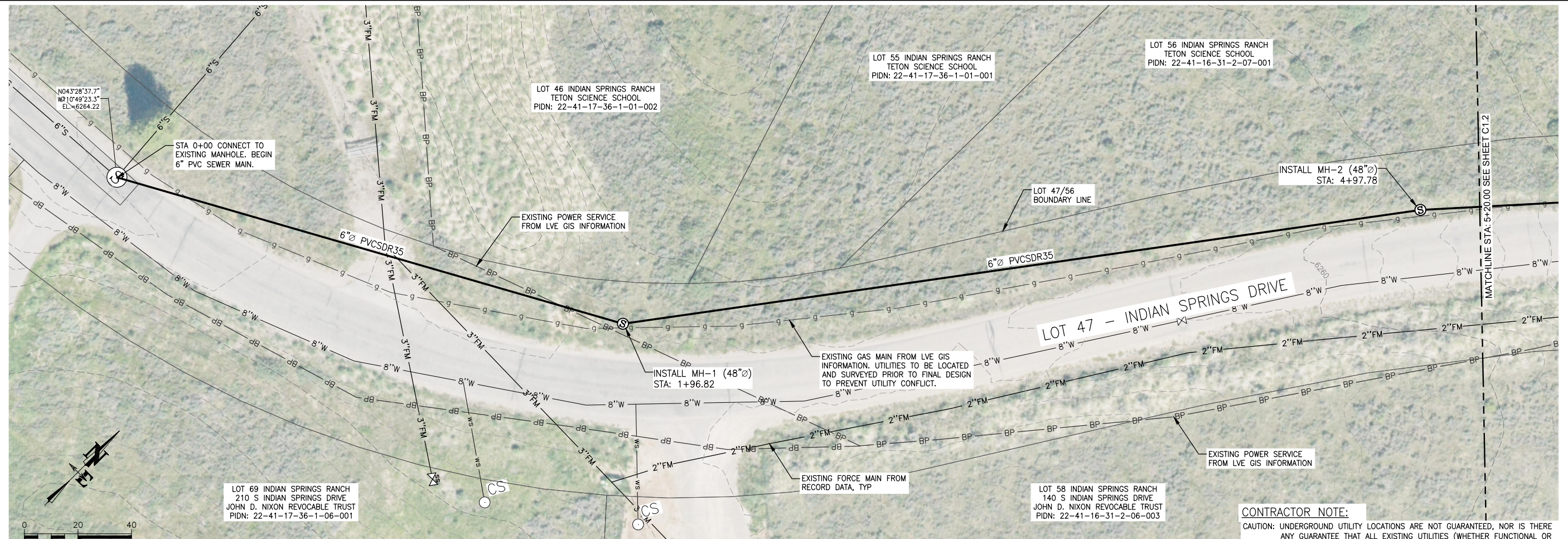
GRAVITY SEWER OVERVIEW
SCALE: 1" = 200' (11X17)



TOWN OF JACKSON - CONNECTION APPLICATION

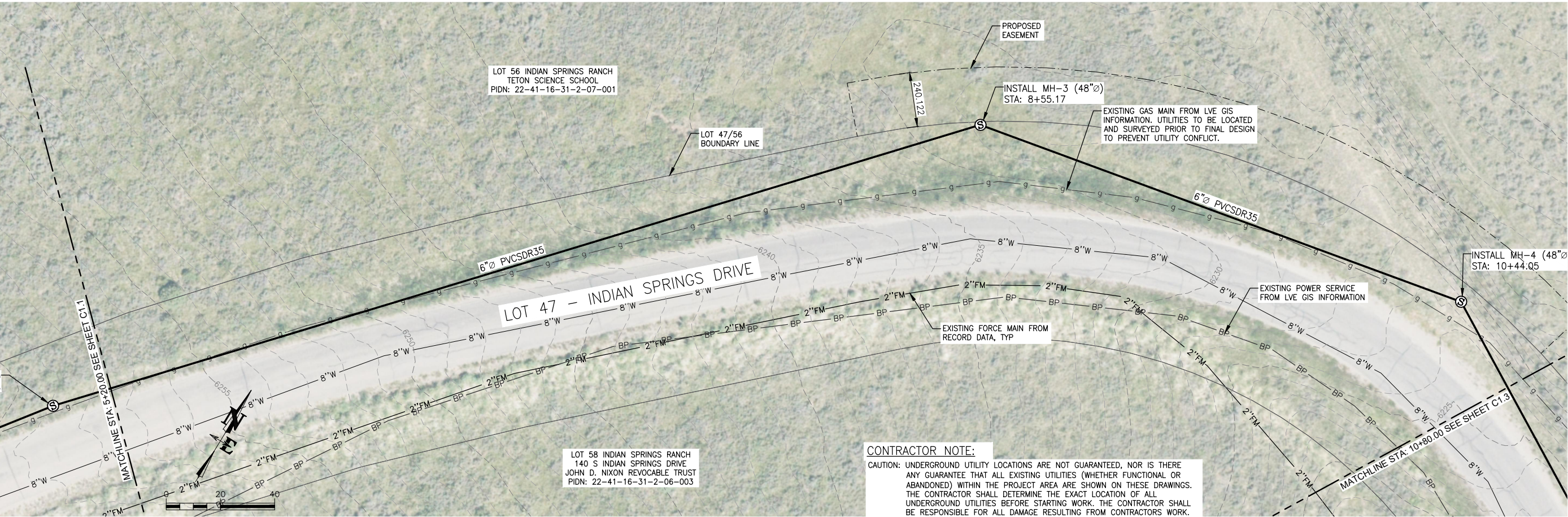
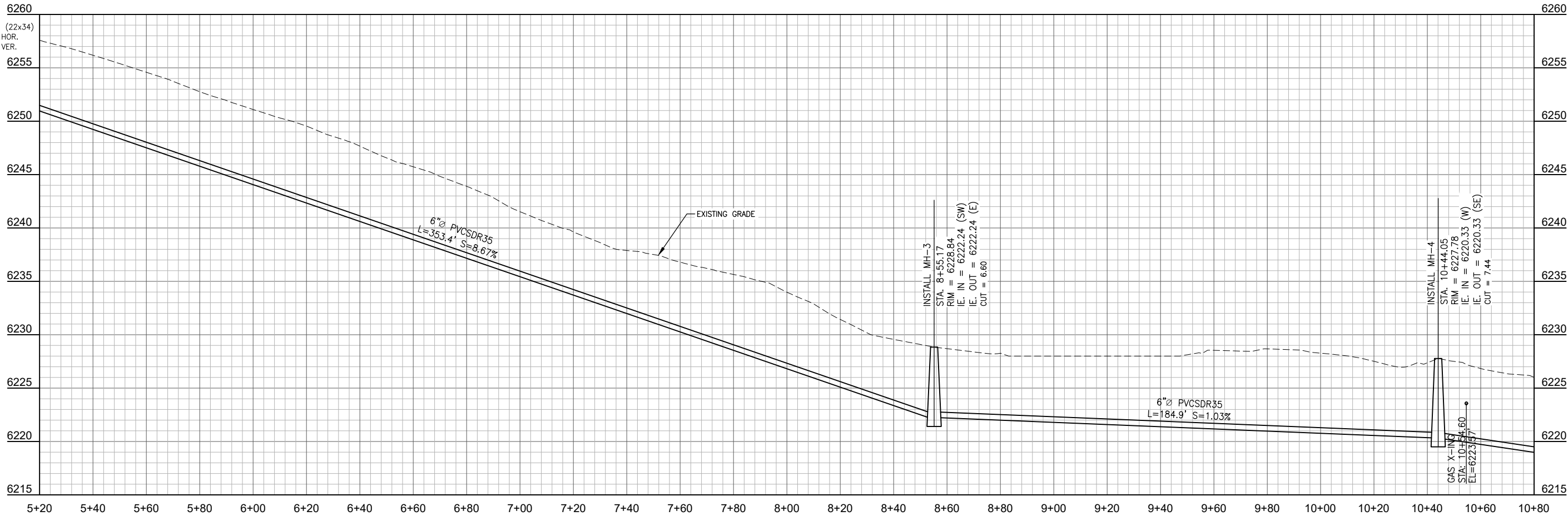
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			SURVEYED	ENGINEERED	DRAWN	CHECKED	APPROVED	
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19-013-02	TETON COUNTY, WY	NOT ISSUED FOR CONSTRUCTION	P.O. BOX 1599, JACKSON WYOMING (307) 733-2087					

**NELSON
ENGINEERING**

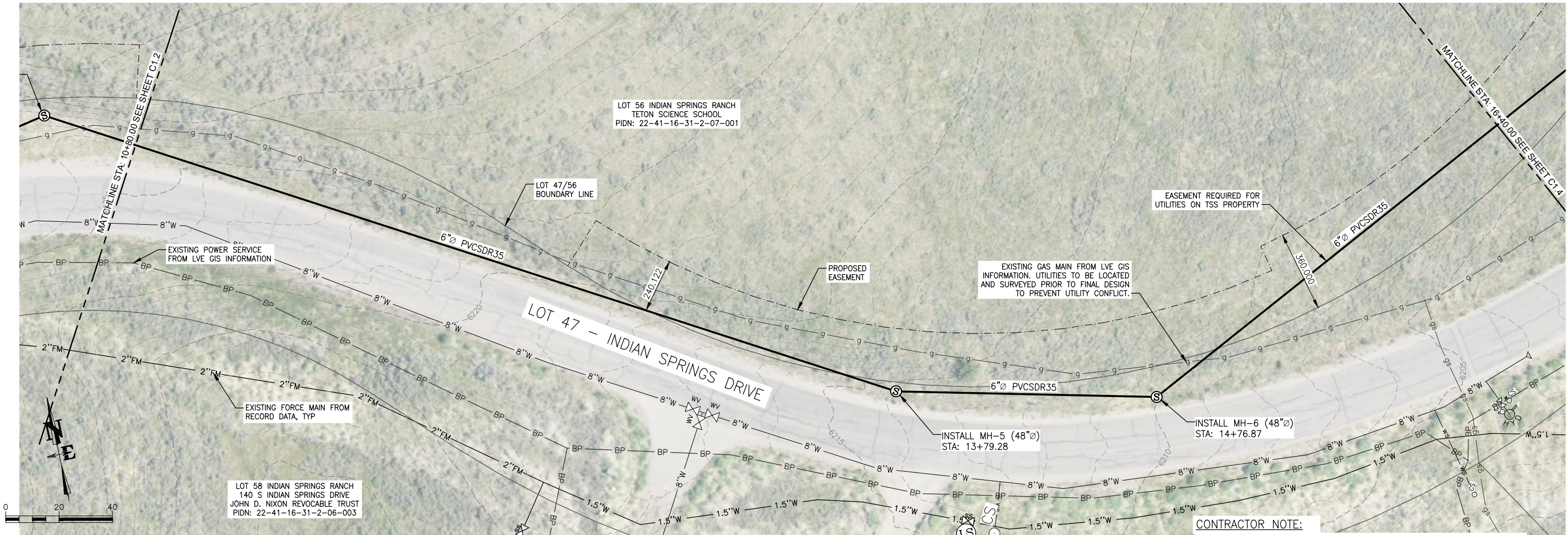


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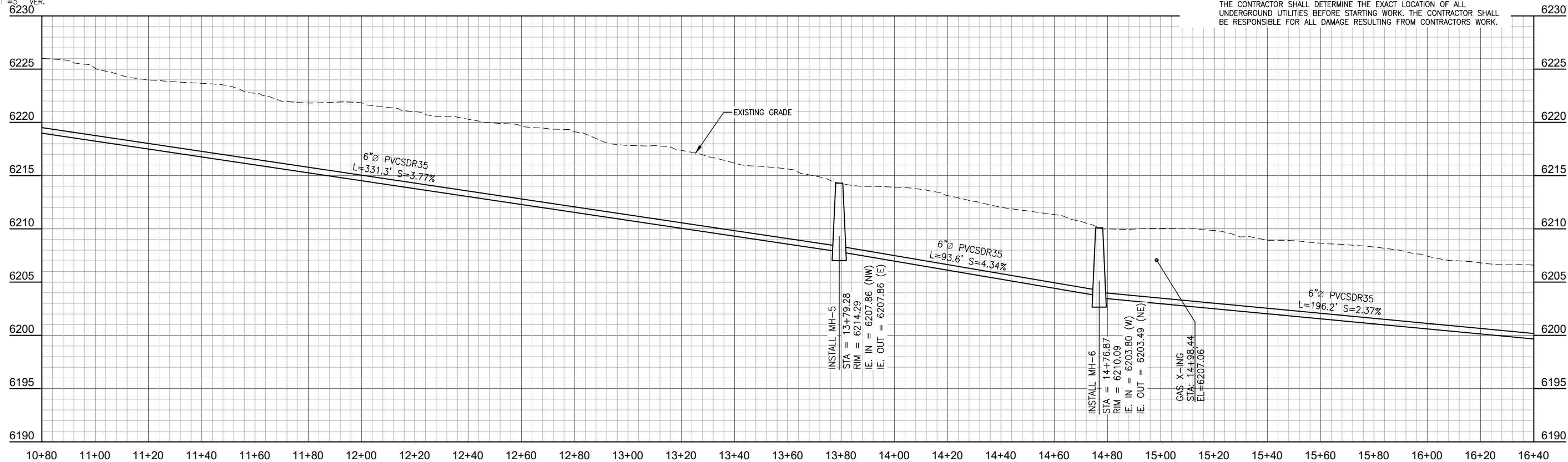
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1"=20' HOR.
1"=5' VER.



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SCALES: (22x34)
1"=20' HOR.
1"=5' VER.



WILSON CONNECTION GRAVITY PROFILE
SCALE: (H) 1" = 20' (V) 1" = 5'
START STA: 10+80.00, END STA: 16+40.00

TOWN OF JACKSON - CONNECTION APPLICATION

**NELSON
ENGINEERING**
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

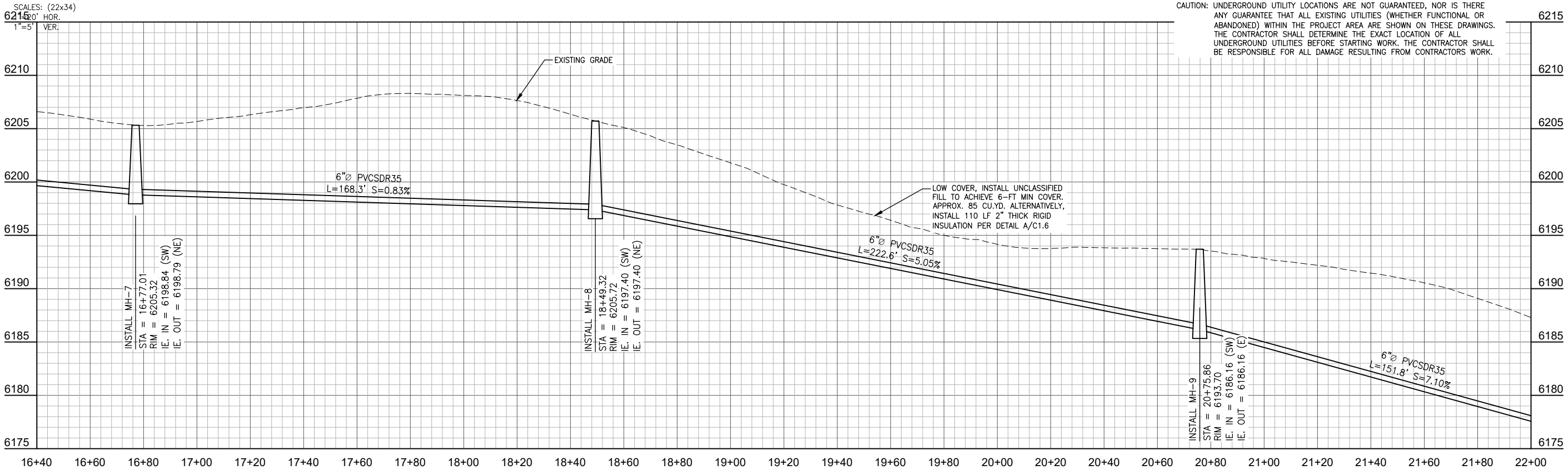
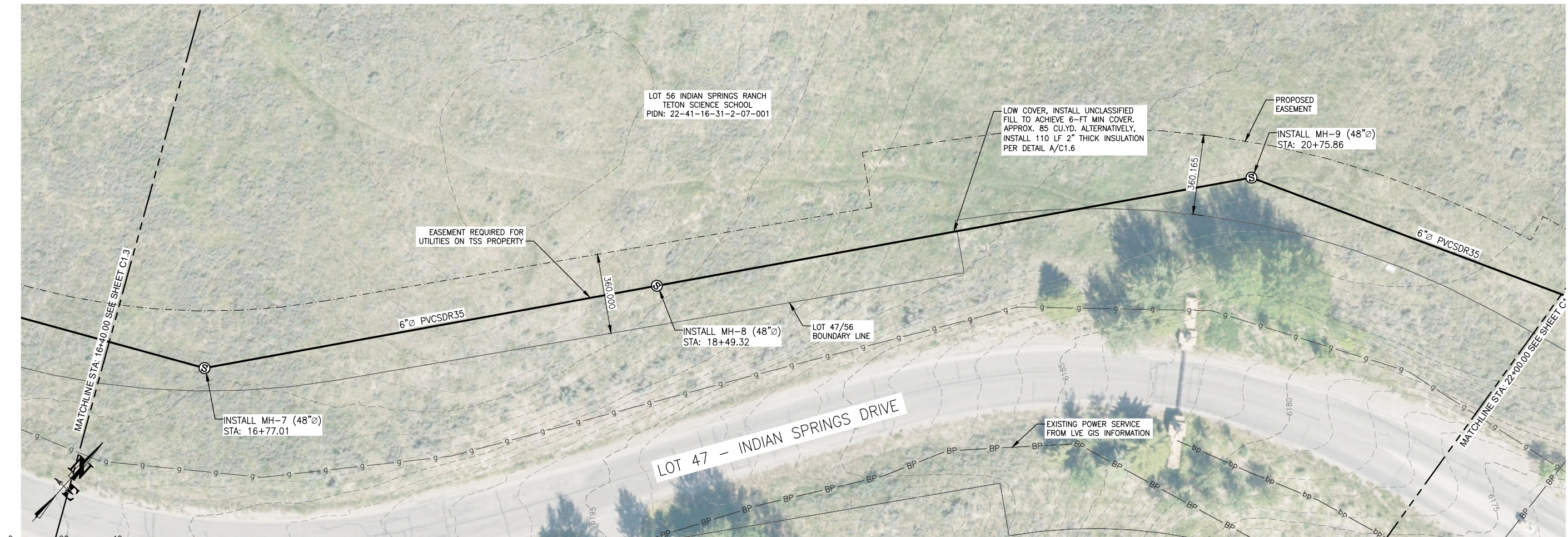
DRAWING TITLE
GRAVITY SEWER PLAN & PROFILE
P&P10+80.00 - 16+40.00

JOB TITLE
INDIAN SPRINGS RANCH
WILSON SEWER CONNECTION STUDY
TETON COUNTY, WY

DRAWING NO
C1.3
JOB NO
19-013-02

DATE	6/17/2021	REV.
SURVEYED	NE	
ENGINEERED	AL/TSR	
DRAWN	AL	
CHECKED	TSR	
APPROVED	TSR	

S:\P\2019\013-02 Indian Springs Ranch - Nelson Sewer Feasibility\4 Drawings\Civil\2 GRAV SWR P and P&P\16-40.00 - 22+00.00.dwg - Jun 17 2021 08:27:00 PM PLOTTED BY: Lee DWG FORMAT: 230

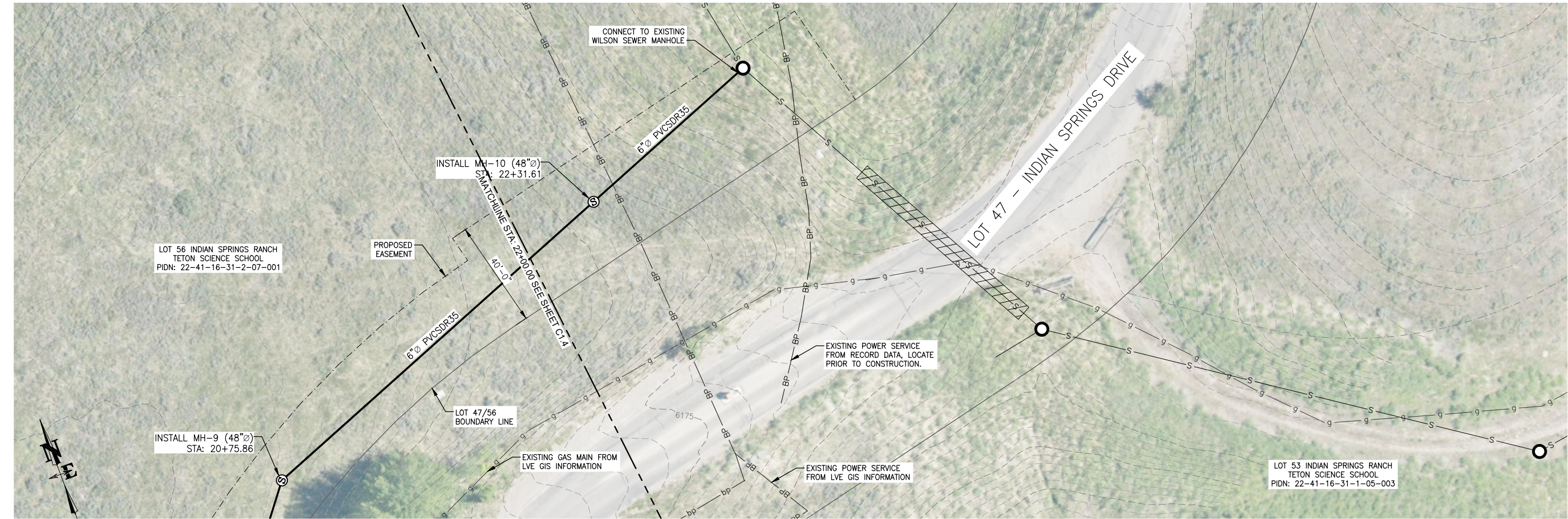


CONTRACTOR NOTE:
CAUTION: UNDERGROUND UTILITY LOCATIONS ARE NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES (WHETHER FUNCTIONAL OR ABANDONED) WITHIN THE PROJECT AREA ARE SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES BEFORE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

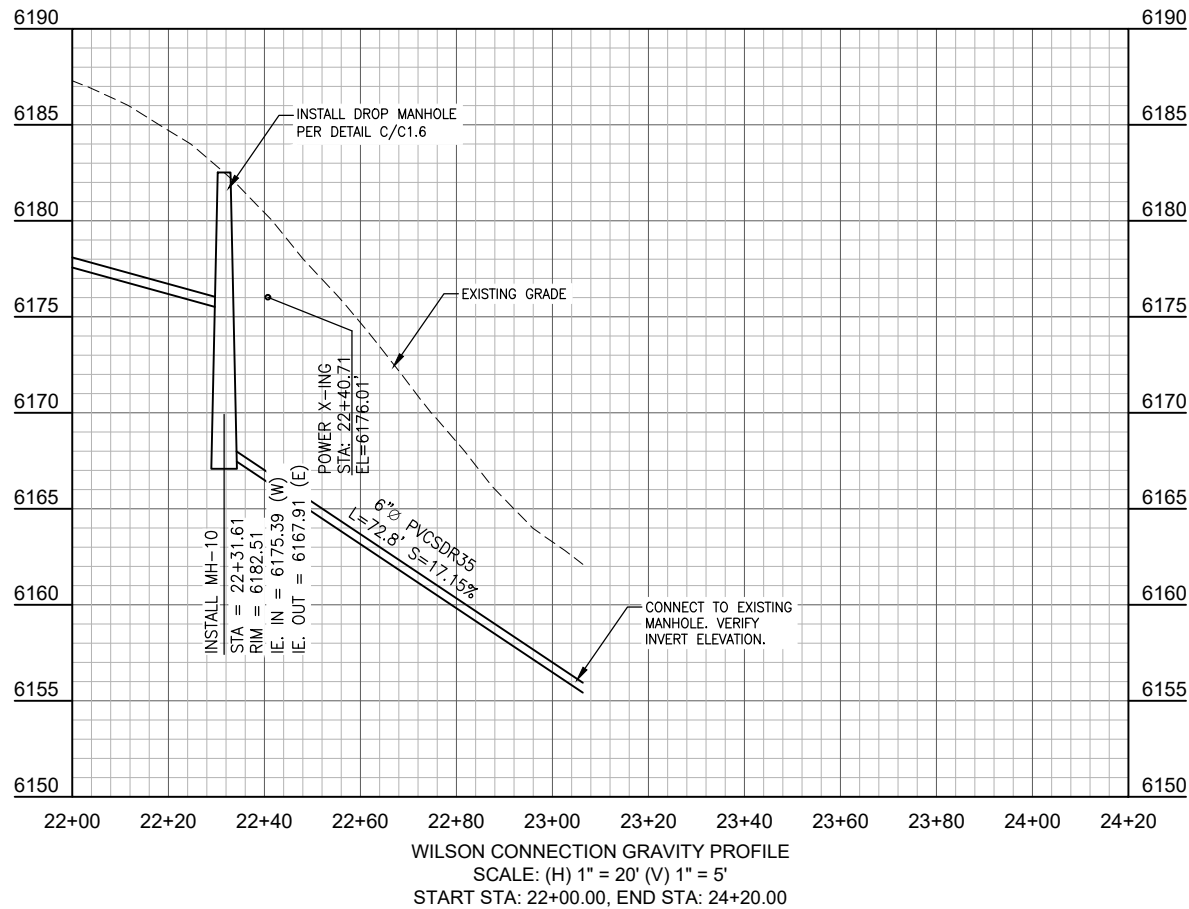
WILSON CONNECTION GRAVITY PROFILE
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TOWN OF JACKSON - CONNECTION APPLICATION

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1"=5' VER.

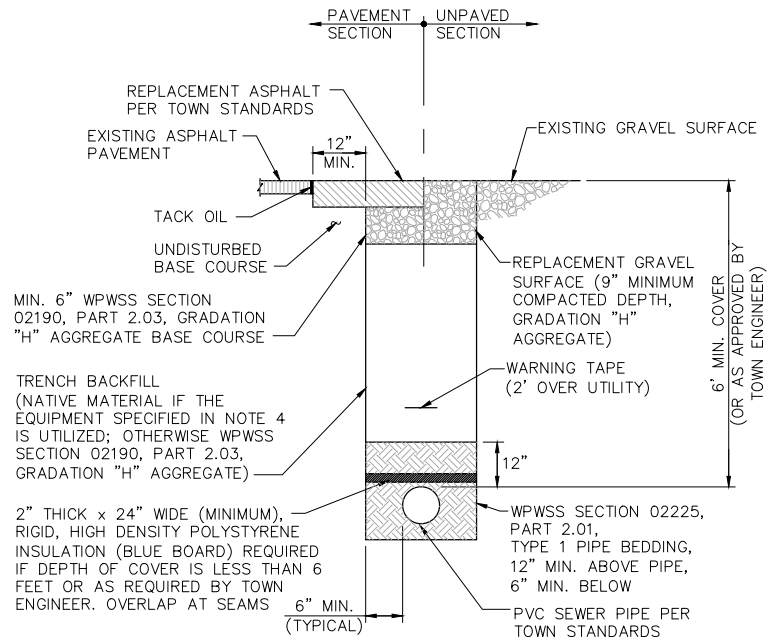


CONTRACTOR NOTE:
CAUTION: UNDERGROUND UTILITY LOCATIONS ARE NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES (WHETHER FUNCTIONAL OR ABANDONED) WITHIN THE PROJECT AREA ARE SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES BEFORE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

TOWN OF JACKSON - CONNECTION APPLICATION

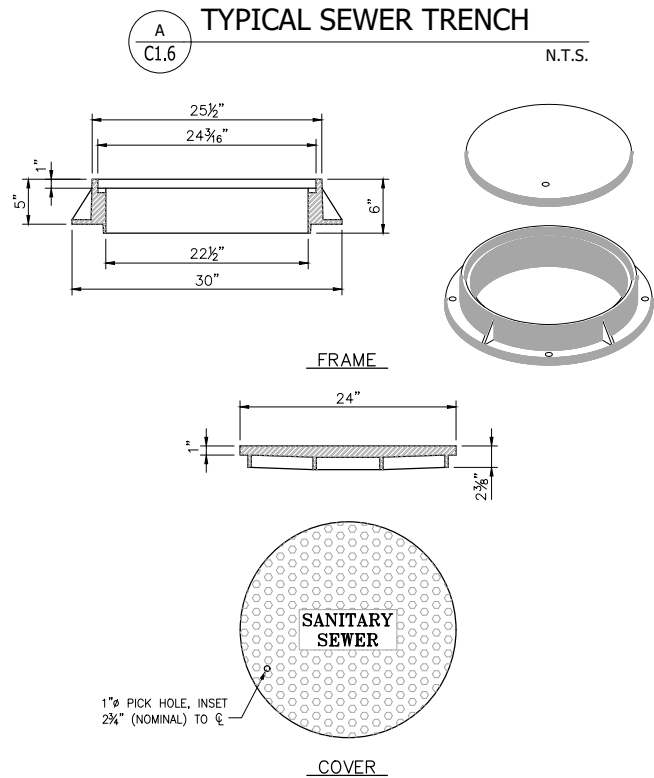
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19-013-02	TETON COUNTY, WY	NOT ISSUED FOR CONSTRUCTION					

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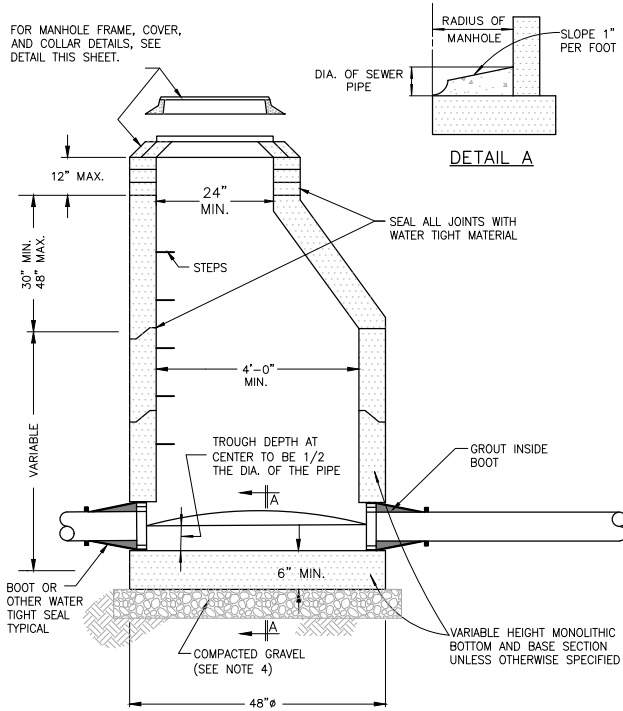
NOTES:

- TRENCH BACKFILL BELOW THE SURFACE SHALL MEET THE FOLLOWING CRITERIA:
 - 95% MODIFIED PROCTOR DENSITY WITHIN STREET AND ALLEY RIGHTS-OF-WAY.
 - 90% MODIFIED PROCTOR DENSITY OUTSIDE STREET AND ALLEY RIGHTS-OF-WAY.
- COMPACTION OF NATIVE TRENCH BACKFILL, WITH ALL ROCK LARGER THAN 6" REMOVED, SHALL BE CARRIED OUT IN 2' LIFTS WITH A HOE-PACK OR A VIBRATORY SHEEPS FOOT ROLLER (COMPACTION METHOD AND EQUIPMENT SHALL BE REVIEWED AND APPROVED BY TOWN ENGINEER PRIOR TO BACKFILLING).
- PIPE BEDDING SHALL BE PLACED IN 6" LIFTS AND THOROUGHLY COMPACTED WITH A JUMPING JACK TO PROVIDE UNIFORM PIPE SUPPORT.
- UNLESS OTHERWISE DIRECTED, ALL BASE COURSE AND GRAVEL SURFACE REPLACEMENT SHALL BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.
- ALL TRENCH EXCAVATION SHALL CONFORM TO WYOMING OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION (WOSHA) REGULATIONS.



NOTES:

- FRAME AND COVER SHALL BE MODEL NO. A-1055, AS MANUFACTURED BY D&L SUPPLY OF LONDON, UTAH, MODIFIED AS SHOWN, OR EQUAL.

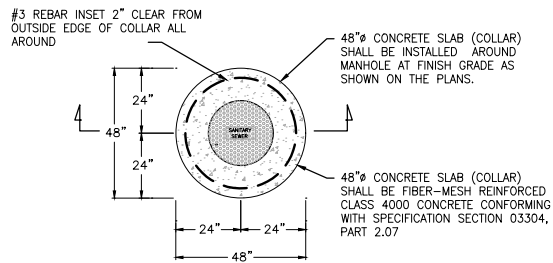


NOTES:

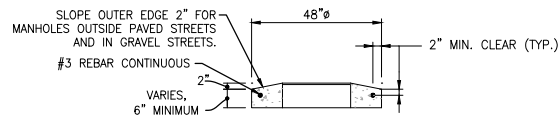
- DROP ACROSS INVERT SHALL BE AS SHOWN ON THE DRAWINGS.
- PRECAST MANHOLES SHALL BE MANUFACTURED IN ACCORDANCE WITH ASTM C-478.
- BASE SHALL BE REINFORCED WHEN THE DISTANCE FROM INVERT TO TOP OF COVER EXCEEDS 15'. REINFORCEMENT TO BE APPROVED BY ENGINEER.
- GRAVEL SHALL BE EIGHT INCH MINIMUM THICKNESS, CONFORM TO WPWSS SECTION 02190, PART 2.03, AND BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.

B
C1.6

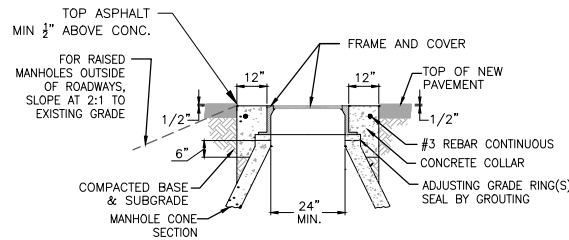
TYP. MANHOLE DETAIL
Scale: N.T.S.



COVER AND COLLAR PLAN



COVER AND COLLAR SECTION - GRAVEL STREETS AND OTHER

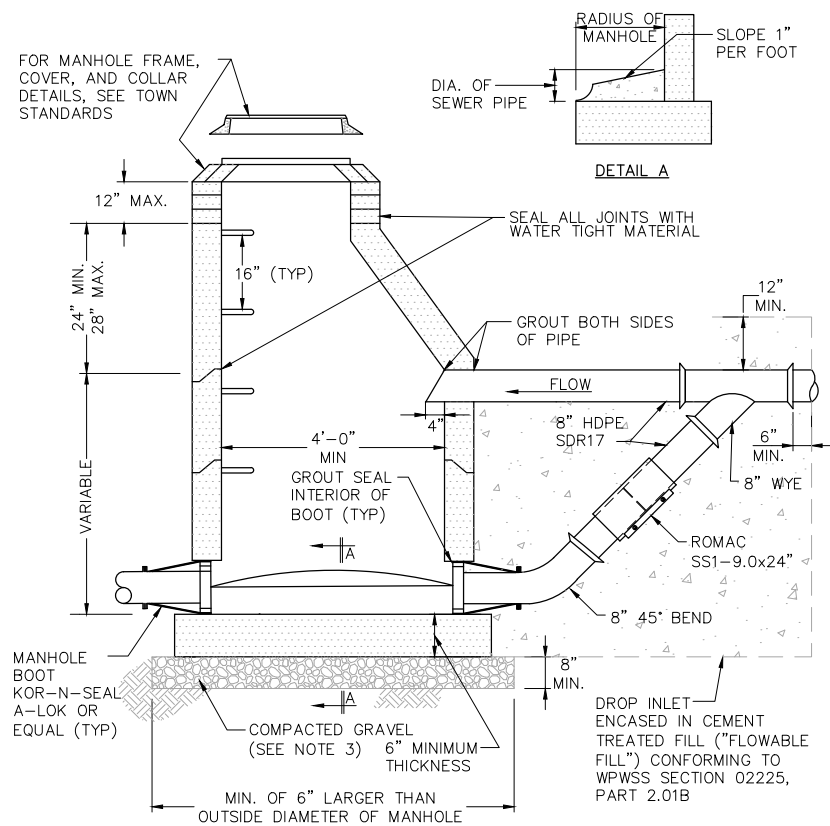


NOTE:

- ADJUST MANHOLE UPWARD WITH ADJUSTING RINGS UNDER FRAME. ADJUST MANHOLE DOWNWARD BY REMOVING A PORTION OF THE MANHOLE RISER AND REBUILDING TO PROPER HEIGHT. SLOPE MANHOLE RING AS REQUIRED TO MATCH STREET GRADE AND CROSS SLOPE. MAKE FINAL MANHOLE ADJUSTMENT AFTER PAVING AND BEFORE SEAL COATING.

E
C1.6

MANHOLE ADJUSTMENT AND COLLAR DETAIL
Scale: N.T.S.



NOTES:

- DROP ACROSS INVERT SHALL BE GREATER THAN OR EQUAL TO SLOPE OF ADJACENT SEWER PIPE.
- BASE SHALL BE REINFORCED WHEN THE DISTANCE FROM INVERT TO TOP OF COVER EXCEEDS 15'. REINFORCEMENT TO BE APPROVED BY ENGINEER.
- GRAVEL SHALL BE EIGHT INCH MINIMUM THICKNESS, CONFORM TO WPWSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.
- TROUGH DEPTH AT CENTER TO BE HALF THE DIAMETER OF THE PIPE.

C
C1.6

TYPICAL SEWER DROP MANHOLE
N.T.S.

DRAWING NO	C1.6	JOB NO	19-013-02	JOB TITLE	INDIAN SPRINGS RANCH WILSON SEWER CONNECTION STUDY TETON COUNTY, WY	DRAWING TITLE	GRAVITY SEWER DETAILS	DATE	SURVEYED	ENGINEERED	DRAWN	CHECKED	APPROVED	REV.	6/17/2021	NE	AL/TSR	AL	TSR	TSR

NELSON ENGINEERING
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

NOT ISSUED FOR CONSTRUCTION

S:\p\2019\013-02 Indian Springs Ranch - Wilson Sewer Feasibility\14 Drawings\CON\SR FORCE MAIN DESIGNING (FORCE MAIN OVERVIEW) - Jun 17 2021 01:27:49 pm PLOTTED BY: Lee DWG FIRMAT 230



FORCE MAIN OVERVIEW
SCALE: 1" = 160' (11x17)

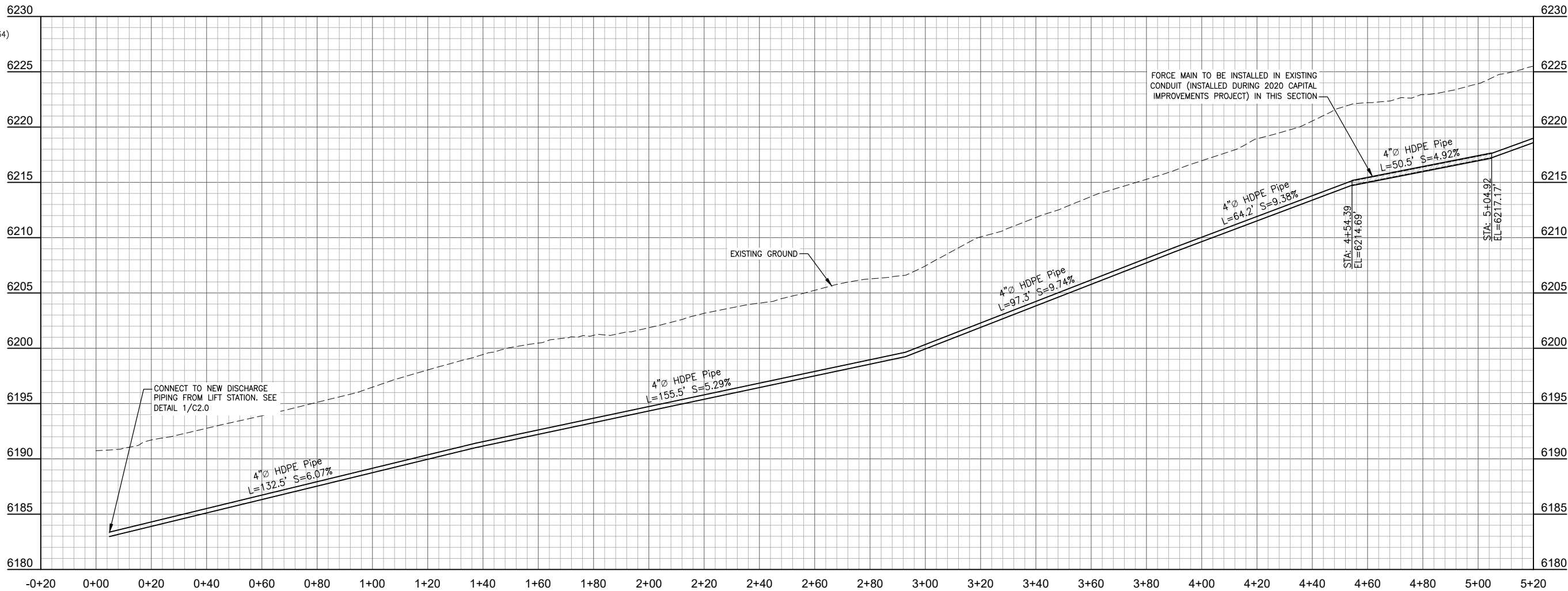
TOWN OF JACKSON - CONNECTION APPLICATION

DRAWING NO	JOB TITLE	DRAWING TITLE	DATE				
			SURVEYED	ENGINEERED	DRAWN	CHECKED	APPROVED
C2.0	INDIAN SPRINGS RANCH WILSON SEWER CONNECTION STUDY	FORCE MAIN OVERVIEW	NE	AL/TSR	AL	TSR	TSR
19-013-02	TETON COUNTY, WY	NOT ISSUED FOR CONSTRUCTION	6/17/2021	REV.			

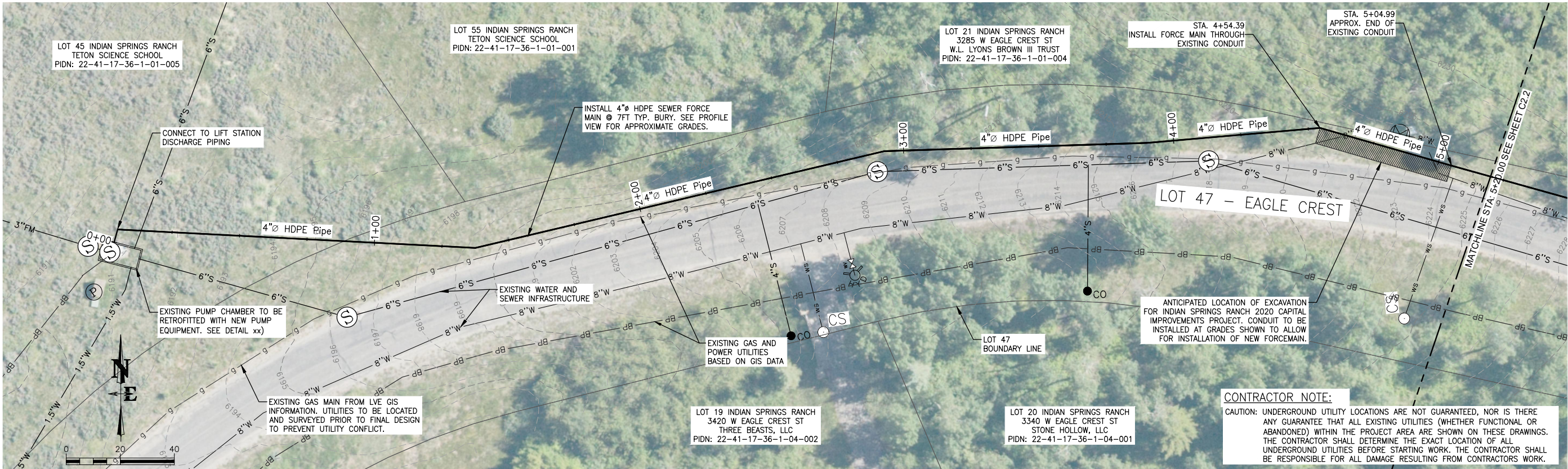
**NELSON
ENGINEERING**
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

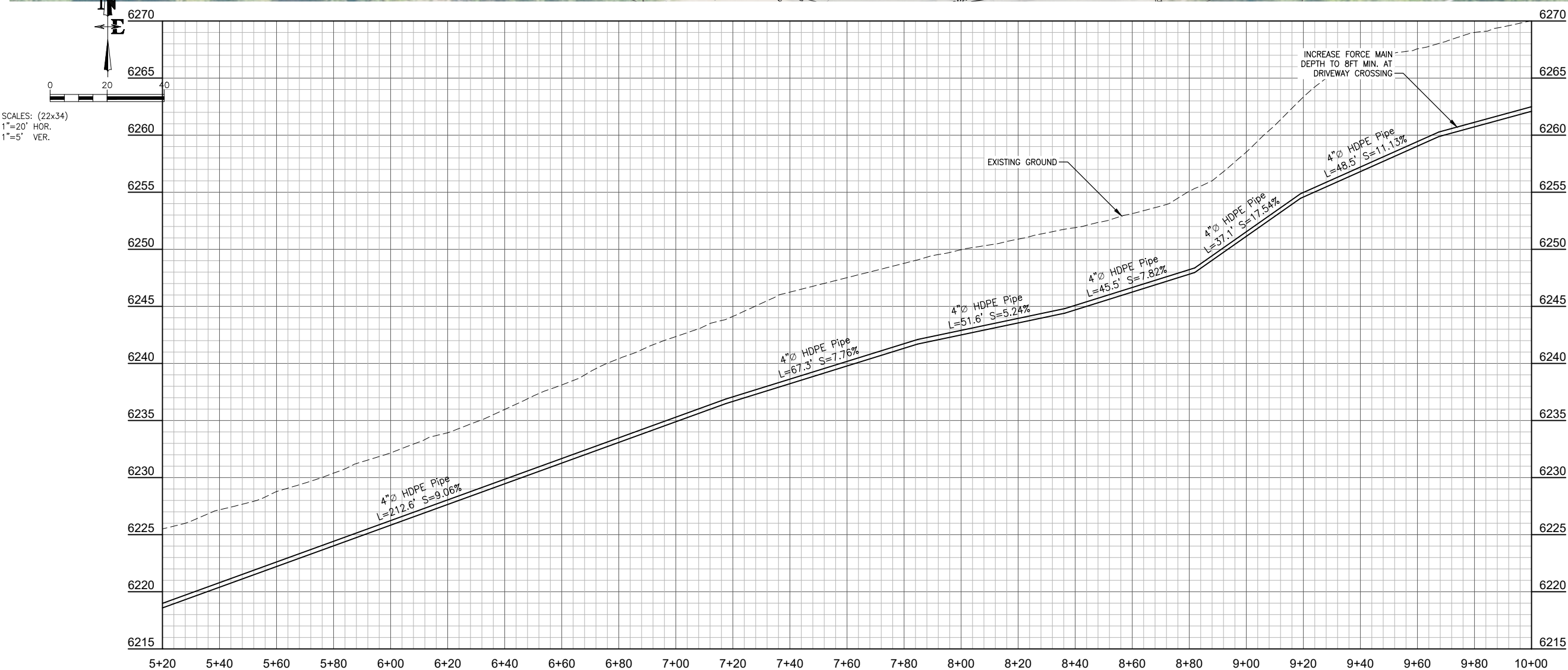
S:\P\2019\013-02 Indian Springs Ranch - Wilson Sewer Feasibility\4 Drawings\Civil\4 FORCE MAIN Pumping.dwg (P&P) 00.00 - 5+20.00 - Jun 17 2021 01:28:11 pm PLOTTED BY: Lee DWG FORMAT: 230

SCALES: (22x34)
1"=20' HOR.
1"=5' VER.



TOWN OF JACKSON - CONNECTION APPLICATION

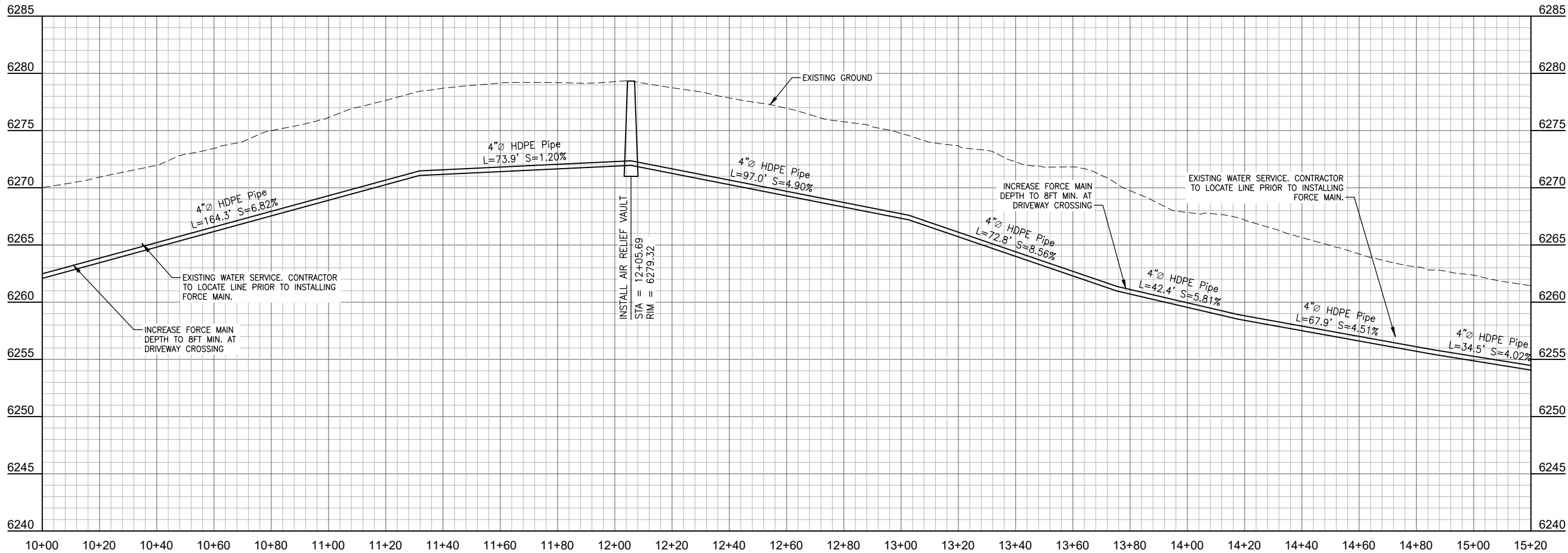
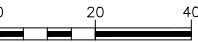
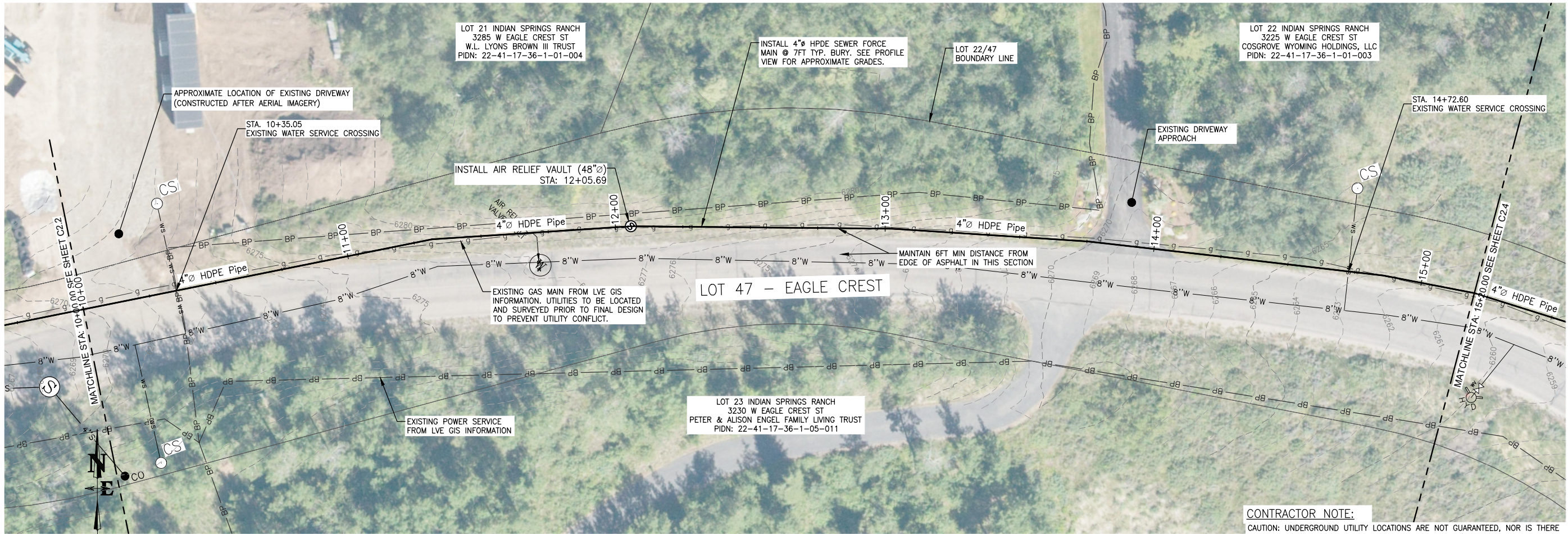




DRAWING NO	JOB TITLE	DRAWING TITLE					REV.
C2.2	INDIAN SPRINGS RANCH	FORCE MAIN PLAN & PROFILE	DATE	SURVEYED	6/17/2021	NE	
	WILSON SEWER CONNECTION STUDY	P&P5+20.00 - 10+00.00	ENGINEERED	AL/TSR			
JOB NO	TETON COUNTY, WY		DRAWN	AL			
19-013-02			CHECKED	TSR			
			APPROVED	TSR			

S:\P\2019\03-02 Indian Springs Ranch - Wilson Sewer Feasibility\4 Drawings\Civil\4 FORCE MAIN Pumping - 15+20.00 - Jun 17 2021 00:08:24 pm PLOTTED BY: Lee DWG FERMAT 230

SCALES: (22x34)
1"=20' HOR.
1"=5' VER.

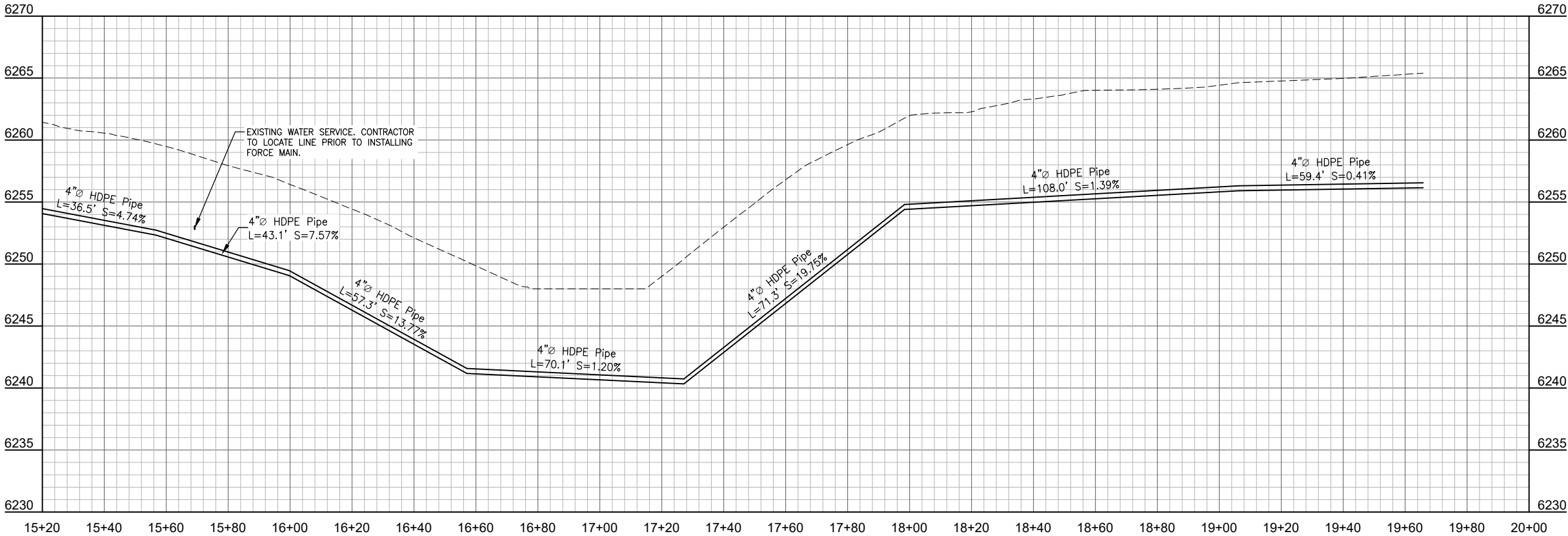
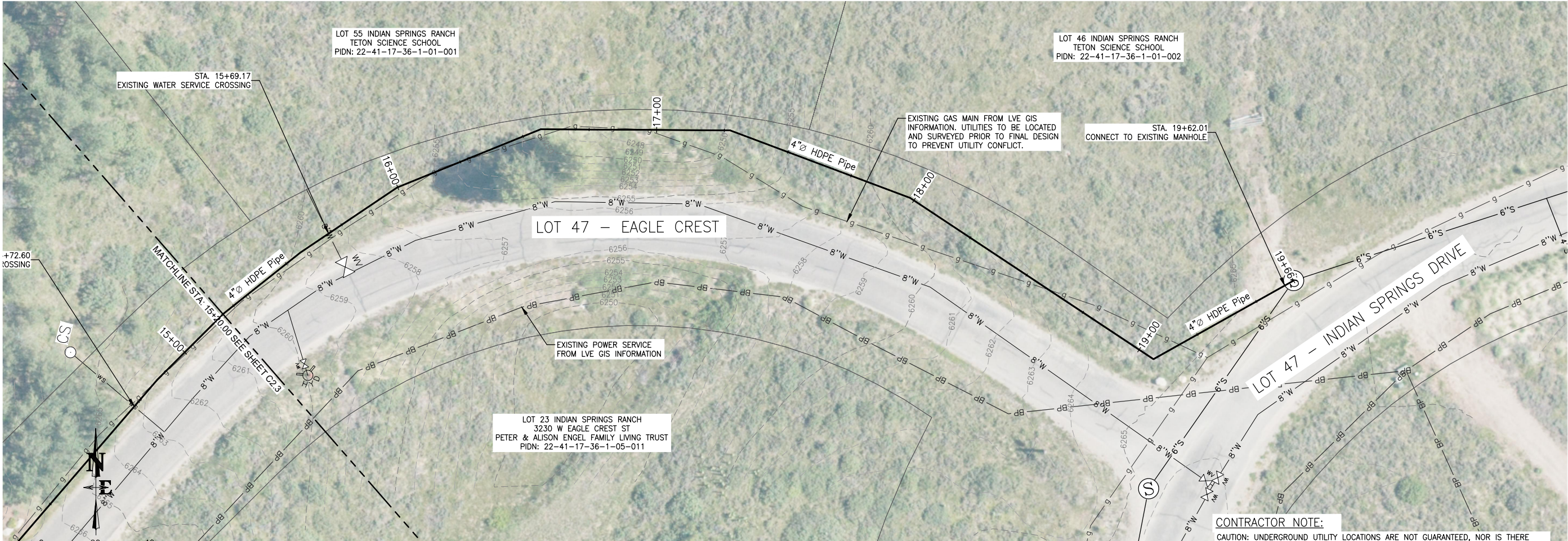


TOWN OF JACKSON - CONNECTION APPLICATION

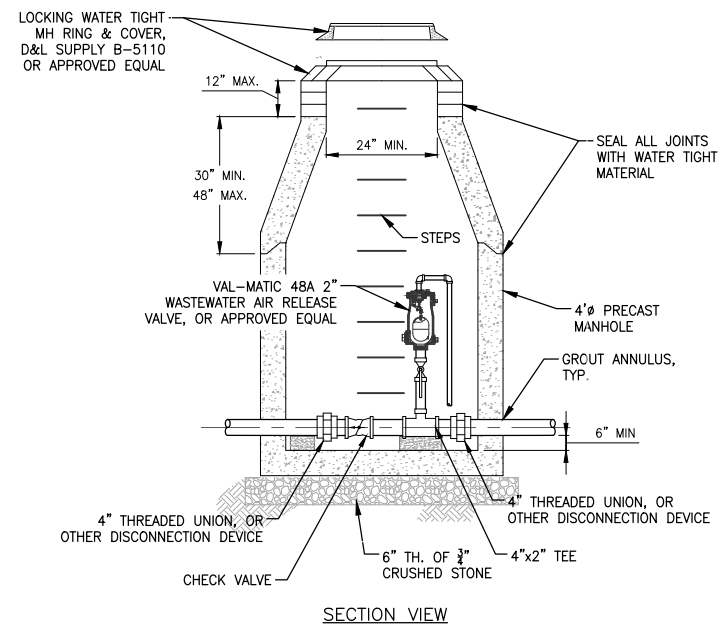
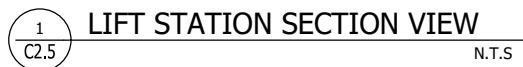
DRAWING NO	JOB TITLE	JOB NO	DRAWING TITLE					REV.				
			INDIAN SPRINGS RANCH WILSON SEWER CONNECTION STUDY TETON COUNTY, WY					DATE	SURVEYED	ENGINEERED	DRAWN	CHECKED
C2.3		19-013-02	FORCE MAIN PLAN & PROFILE P&P10+00.00 - 15+20.00					6/17/2021	NE	AL/TSR	AL	TSR
			NOT ISSUED FOR CONSTRUCTION					APPROVED	TSR			

S:\P\2019\03-02 Indian Springs Ranch - Wilson Sewer Feasibility\4 Drawings\Civil\4 FORCE MAIN Pumping (P&P)15-20.00 - 20+00.00 - Jun 17 2021 10:28:34 pm PLOTTED BY: Lee DWG FORMAT: 23.0

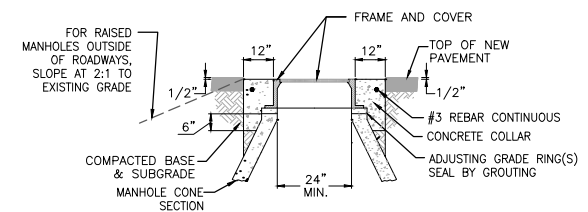
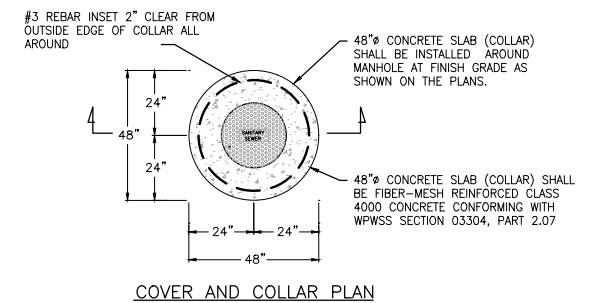
SCALES: (22x34)
1"=20' HOR.
1"=5' VER.



TOWN OF JACKSON - CONNECTION APPLICATION



- NOTES:**
1. PRIOR TO MANHOLE PROCUREMENT, CONTRACTOR SHALL FIELD VERIFY EXISTING GRADES AND INVERTS OR EXISTING PRESSURE SEWER.
 2. PRECAST MANHOLES SHALL BE MANUFACTURED IN ACCORDANCE WITH ASTM C-478.
 3. ADD CONCRETE BLOCK SUPPORTS UNDER PIPE AND FITTINGS FOR SUPPORT.



ADJUSTMENT DETAIL – ASPHALT STREETS

NOTE:

ADJUST MANHOLE UPWARD WITH ADJUSTING RINGS UNDER FRAME. ADJUST MANHOLE DOWNWARD BY REMOVING A PORTION OF THE MANHOLE RISER AND REBUILDING TO PROPER HEIGHT. SLOPE MANHOLE RING AS REQUIRED TO MATCH STREET GRADE AND CROSS SLOPE. MAKE FINAL MANHOLE ADJUSTMENT AFTER PAVING AND BEFORE SEAL COATING.

SEWER AND STORM SEWER MANHOLE COLLAR DETAIL

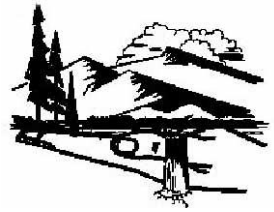
Scale: NTS



Mark Gordon, Governor

Department of Environmental Quality

To protect, conserve and enhance the quality of Wyoming's environment for the benefit of current and future generations.



Todd Parfitt, Director

August 4, 2021

DEQ August 4, 2021 Letter

Nelson Engineering

Attn: Ty S. Ross

P.O. Box 1599

Jackson, WY 83001

Via email: tross@nelsonengineering.net

**RE: Indian Springs Ranch Community Wastewater System
UIC General Permit No. 5E3-98-1**

Dear Mr. Ross,

The Wyoming Department of Environmental Quality (WDEQ), Water Quality Division (WQD) received your July 13, 2021 response to WQD comments on the Indian Springs Ranch (ISR) Community Wastewater System. On April 2, 2021, the WQD provided the ISR Homeowners Association (HOA) with three wastewater disposal options to correct deficiencies of the current system, which, as noted in previous submittals, is failing or undersized for the current uses. In its April 2021 letter, the WQD required one of the three wastewater disposal options to be in place and operational on or before October 2, 2021.

As noted in your July 2021 response, Nelson Engineering has requested, on behalf of the ISR HOA, an extension to the October 2, 2021 deadline. The WQD acknowledges the substantial effort put forth on the part of the ISR HOA to evaluate and pursue feasible wastewater disposal options. Because of this level of effort and the supporting information provided with Nelson Engineering's July 2021 response, the WQD is willing to extend the October 2021 deadline; however, we continue to emphasize the need for timely action to correct the existing deficiencies and ensure water quality is protected.

No later than **December 31, 2021**, the ISR HOA must complete one of the following options:

1. ISR HOA will provide to the WQD documentation of approval to connect to the Wilson Sewer District/Town of Jackson (WSD/TOJ) wastewater system along with a schedule for completing the connection. Based on the schedule provided, the WQD and ISR HOA will discuss any further measures needed for water quality protection in the interim period until the connection is completed. If the connection cannot be completed in a timely manner, such measures may include construction of a replacement wastewater disposal system.

2. ISR HOA will provide to the WQD an Underground Injection Control (UIC) 5E3 Individual Permit application for constructing a replacement wastewater disposal system, and ISR HOA will begin construction of the replacement system no later than **June 1, 2022**.

Please keep me informed as the ISR HOA learns more over the next few months about the ability to connect to the WSD/TOJ wastewater system; the WQD encourages ISR HOA to continue pursuing this option as an effective long-term strategy to protect water quality. However, WQD also encourages ISR HOA to complete construction of a replacement wastewater disposal system this fall if (1) it appears that connecting to the WSD/TOJ system will not be possible and (2) contractors and construction supplies are available. The WQD UIC Program will expedite the permitting process to the extent possible if ISR HOA chooses to construct a replacement system this fall.

The ISR HOA is required to continue performing maintenance (e.g., flushing, cleaning, and pumping) on the existing system to keep the system operational. Please continue to keep a record of maintenance work undertaken and completed. Should you have any questions or comments regarding the information in this letter, or if you need assistance locating UIC permit application forms, please feel free to contact Taylor Spiegelberg at taylor.spiegelberg@wyo.gov or by phone at (307) 335-6752.

Sincerely,



Jennifer Zygmunt
Interim Administrator
Water Quality Division
Wyoming Department of Environmental Quality

cc: Lily Barkau, WDEQ (PDF)
Troy Sanders, WDEQ (PDF)
James Brough, WDEQ (PDF)
Tina Korpi, Grand Teton Property Management, tkorpi@wyom.net
Amy Floyd, Grand Teton Property Management, afloyd@wyom.net
Christine Watkins, ISR HOA, cmw@cmwatkins.com
Ralph Haberfeld, ISR HOA, rhaberfeld@haberfeld.com
Eric Harslem, ISR HOA, eric@elks.ws
Ellen Carter Tracy, ISR HOA, ellencartertracy@gmail.com
David Vandewater, ISR HOA, david.vandewater@antherhs.com



September 24, 2021

Mayor & Town Council
Town of Jackson
150 E Pearl Avenue
Jackson, Wyoming 83001

Dear Mayor and Town Council,

I'm writing today as Executive Director of Protect Our Water Jackson Hole (POWJH) to express our support for the connection of Indian Springs Ranch to the Town's wastewater treatment system.

Source water - streams, lakes, rivers, or groundwater - is, as the name suggests, the source of our drinking water, whether we get it from a local water district or a privately owned well. To maintain the best water quality possible, we need to consider the activities in the source water area and make sure that their environmental impacts on nearby waterways are minimal.

Unfortunately, research shows that one of the biggest causes of pollution to our waterways is septic systems that are not working as they should. When a large capacity septic system fails, untreated domestic wastewater can reach the source water with serious consequences for human health and the environment.

We understand that the Indian Springs Home Owners Association has submitted a Request for Town Sewer Services that will be considered at the October 4th Council meeting. We know that the service request is the first step in a three-step Town process for all properties outside the Town boundaries and the existing service area to connect to Town services.

POWJH believes that connection to the Town sewer services is the choice that best protects the Indian Springs Ranch residents drinking water supply and the remarkable surface water features that gave the ranch its name. After performing its due diligence, we hope that the Council will approve the application for connection to Town services.

Respectfully,

Dan Leemon

Dan Leemon
Executive Director
Protect Our Water JH
dan@protectourwaterjh.org

STAFF REPORT



Meeting Date:	October 4, 2021	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Relocation Town of Jackson Easement Across Snow King Mountain Resort, LLC Property	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider a new Roadway Access Easement Agreement ("Easement Agreement") replacing the existing agreement between Snow King Mountain Resort, LLC ("Snow King") and the Town of Jackson governing the Town's access to a water tank located on the Snow King property.

Requested Action.

Staff requests Council consider the proposed Easement Agreement attached to this staff report.

Recommendations.

Staff recommends Council approve, and the Mayor execute, the Easement Agreement as proposed in the attachment to this staff report.

Background.

Snow King is a successor to Grand View Development, LLC, the latter of which granted the Town a Roadway Access Easement in 2011 over a portion of its property to access a water tank near the Rafferty Lift. The 2011 Roadway Access Easement reserved to Grand View Development, LLC (and its successors and assigns) the right to relocate the roadway described therein, subject to the condition that the quality of the access be maintained.

Snow King seeks to relocate a portion of (not the entire) roadway granted by the 2011 Roadway Access Easement.

Analysis.

The proposed Easement Agreement 1) vacates that original easement; 2) relocates a portion of the access route to the water tank; 3) preserves the Town's rights from the original 2011 easement; and 4) removes out-of-date elements (i.e., construction details) included in the original easement.

The new access route has been evaluated by Public Works and deemed equivalent in terms of quality and character to the previous water tank access route.

Possible Alternatives.

Request the Town Attorney negotiate different terms and conditions.

Comprehensive Plan & Priority Alignment.

Section 8. Quality Community Service Provision, *Principle 8.1.a - Maintain current, coordinated service delivery*

- ✓ Maintain current, coordinated plans for delivery of desired service levels A "service level" is defined as the quality and quantity of a service provided to the community. To ensure that services are delivered

to the public in a safe, efficient and timely manner, the Town and County will use best practices in coordinating with governmental and nongovernmental service providers

Fiscal Impact.

There is no fiscal impact of this item, the cost of maintaining the roadway will continue to be the responsibility of Snow King.

Staff Impact.

The staff impact of this item was most keenly felt by the Town Attorney that spent roughly 10 hours reviewing and negotiating the new agreement, and Public Works that spent roughly 4 hours reviewing and evaluating the quality and character of the relocated portion of the access route.

Attachments or Links.

- ✓ The Relocation of Roadway Access Easement Agreement
- ✓ Map of portion of road being relocated

Suggested Motion.

I move to approve the Roadway Access Easement Agreement and authorize the Mayor to execute it, subject to minor changes deemed necessary by the Town Attorney.

RELOCATION OF ROADWAY ACCESS EASEMENT AGREEMENT

This RELOCATION OF ROADWAY ACCESS EASEMENT AGREEMENT ("**Agreement**") is made and entered into by and between Snow King Mountain Resort, LLC, a Wyoming limited liability, whose address is 575 S. Willow St., PO Box 1846, Jackson, WY 83001 ("**Grantor**") and the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, whose address is 150 East Pearl Street/PO Box 1687, Jackson, Wyoming 83001 ("**Grantee**"), and shall be effective as of the date of final signature below ("**Effective Date**"). Max C. Chapman, Jr. is signing on to this Agreement for the sole purpose of vacating the Existing Access Easement (as defined below) pursuant to Section 1 below.

RECITALS

WHEREAS, Grantor owns certain real property in Teton County, Wyoming legally described as Lot 59 of Grand View Lodges Third Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on November 14, 2013 as Plat No. 1333; PIDN 22-41-16-34-3-07-003 ("**Burdened Property**"); and

WHEREAS, Grantor is a successor to Grand View Development, LLC. In 2011, Grand View Development, LLC granted Grantee a roadway access easement over a portion of the Burdened Property pursuant to a Roadway Access Easement recorded in the Office of the Teton County, Wyoming Clerk on January 19, 2011 as Document # 0788118 ("**Existing Access Easement**"). The Existing Access Easement reserved to Grand View Development, LLC the right to relocate the roadway described therein.

WHEREAS, Grantor, as successor to Grand View Development, LLC, desires to relocate a portion of the roadway granted by the Existing Access Easement and terminate the Existing Access Easement, on the terms and conditions contained herein. Grantee, by signing this document, consents to the proposed relocation of the roadway and vacation of the Existing Access Easement on the terms and conditions contained herein.

WHEREAS, the Parties also seek to clarify Grantee's access rights to certain easements, improvements and infrastructure pursuant to previously recorded instruments on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of \$10.00, the above recitals, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

- 1. Termination of Existing Access Easement.** The Parties hereby vacate and terminate the Existing Access Easement to the extent such Existing Access Easement burdens the (1) Burdened Property; and (2) Lot 57 of the Grand View Lodges Third Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on November 14, 2013 as Plat No. 1333; PIDN 22-41-16-34-3-07-001 ("**Lot 57**"); and (3) Lot 53 of the Grand View Lodges Second Addition to the Town of Jackson, Teton County, Wyoming according to that Plat recorded in the Office of the Teton County Clerk on April 11, 2008 as Plat No. 1236; PIDN 22-41-16-34-3-04-001 ("**Lot 53**"); and (4) Lot 58 of the Grand View Lodges Third Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on November 14, 2013 as Plat No. 1333; PIDN 22-41-16-34-3-07-002 ("**Lot 58**"). For the sake of clarity, it is the intent of the Parties that the Existing Access Easement is hereby terminated with respect to the Burdened Property, Lot 57, Lot 53, and Lot 58.

Max C. Chapman, Jr., as owner of Lot 53 and Lot 58, is signing on to this Agreement for the sole purpose of vacating the Existing Access Easement with respect to those lots.

2. **Grant of Non-Exclusive, In Gross Easement.** Grantor, as owner of the Burdened Property, grants and conveys to Grantee and Grantee's employees, agents, contractors and licensees, a permanent, non-exclusive roadway access easement in gross for roadway, access, ingress, and egress purposes over that portion of the Burdened Property legally described in **Exhibit A** and graphically depicted in **Exhibit B**, which exhibits are incorporated herein by reference ("**Roadway Easement**").
3. **Operation.** Grantee shall be permitted to operate and temporarily park within the Roadway Easement all equipment, including all reasonably necessary trucks and grading equipment, necessary for Grantee to exercise its rights and obligations under the Water Storage Tank, Access and Maintenance Easements, recorded at Bk. 774, p. 775, except that equipment, trucks and grading equipment shall not be stored or parked for any period of time under Grantor's existing or relocated Mountain Coaster on the Burdened Property.
4. **Restrictions.** Grantor's grant of this Roadway Easement to Grantee is subject to the following conditions, and by signing this Agreement, Grantee agrees to be bound by the following conditions in its use of the Roadway Easement:
 - A. Grantee shall use the rights granted herein with due regard to the rights of others, and shall not use the Roadway Easement in any way that would impair the rights of Grantor or others to the use of the same.
 - B. Grantee shall not temporarily park or store vehicles or equipment within the Roadway Easement in a manner that obstructs passage by Grantor or others who may have rights within the Roadway Easement.
5. **Reservation.** Grantor hereby reserves unto itself, its guests, invitees, legal representatives, heirs, successors and assigns, the right to use the surface and subsurface of the Roadway Easement, provided such use does not unreasonably impair, interfere with, or obstruct the use of the Roadway Easement by Grantee. Grantor further reserves unto itself, its heirs, successors and assigns, the right to grant additional easements in, under, over and across the Roadway Easement for any purpose Grantor deems necessary in Grantor's sole discretion, provided such additional easements do not unreasonably impair, interfere with, or obstruct the use of the Roadway Easement by Grantee. Grantor further reserves unto itself, its heirs, successors and assigns, the right to relocate the Roadway Easement on the Burdened Property, provided such relocation does not unreasonably impair, interfere with, or obstruct Grantee's rights herein. If Grantor exercises its relocation rights hereunder, Grantor shall be solely responsible for the costs of relocating of the Roadway Easement within the Burdened Property.
6. **Binding Effect.** The Roadway Easement shall burden the Burdened Property and benefit the Grantee.
7. **Costs and Expenses; Maintenance.** Initial construction of the travel surface within the Roadway Easement shall be at the expense of the Grantor.

8. **Mechanics Liens.** Grantee shall not allow, permit or take any action which may give rise to a lien on the Burdened Property without the consent of the Grantor, provided however, that inchoate liens for work not yet due and payable shall not be deemed to be a violation of this Section. If a lien is filed against the Burdened Property because of Grantee's actions, Grantee shall cause such lien to be released within 30 days after the Grantor's receipt of actual notice of the filing thereof, including furnishing a bond or other security as required by law to discharge and release the lien against the Burdened Property. If Grantee fails to remove a lien described in this section, then the Grantor shall have the right, after providing written notice to Grantee, to take all steps reasonably necessary to have the lien removed and Grantee shall jointly and severally indemnify the Grantor for all actual costs and expenses reasonably incurred by the Grantor in having the lien removed from the Burdened Property, including reasonable attorney's fees actually incurred by the Grantor in having the lien removed.
9. **No Assumption of Liability.** Grantor, by granting, declaring, and establishing the Roadway Easement, does not assume any responsibilities or liabilities with respect thereto, nor shall Grantor at any time incur any liability for failure to comply with any law, ordinance, regulation, or order with respect to this Agreement or the Roadway Easement.
10. **Easement in Gross.** The Roadway Easement granted herein is a commercial easement "in gross" and is personal to Grantee and Grantee's employees, agents, contractors, and licensees, for their sole and exclusive use, and shall not be construed in any manner to create or grant any rights to the public generally, to any other person or entity, or to the owner of any other property to use the Roadway Easement or enter onto the Burdened Property. Grantee shall not have the right to lease, assign or otherwise permit the use of the Roadway Easement by any other person or entity other than to Grantee's employees, agents, contractors, and licensees. Grantee shall not assign any of its rights, privileges, obligations, or duties hereunder without the prior written consent of Grantor.
11. **Roadway Access Clarification.** Grantor's predecessor in title granted Grantee easements for certain improvements and infrastructure pursuant to the following instruments: (1) Agreement to Convey Easements recorded January 19, 2011 in the Office of the Teton County Clerk as Document Number 0788116; (2) Water Storage Tank, Access and Maintenance Easements recorded January 19, 2011 as Document Number 0788119; (3) Utility, Water Supply Line and Drainage Pipe Access and Maintenance Easement recorded January 19, 2011 as Document Number 0788121 (collectively, "**Town Easements**"). Grantee agrees that it shall only use the Roadway Easement granted herein to access its improvements and infrastructure permitted and constructed pursuant to the Town Easements.
12. **Indemnification.** Grantee agrees to indemnify, defend and hold harmless Grantor, its members, managers, officers, employees, agents successors and assigns ("Indemnified Parties") from and against any and all liabilities, loss, claims, demands, liens, damages, penalties, fines, costs and expenses, including reasonable attorneys' fees and all damage to property (collectively, "Losses"), arising out of or attributable to use of the Roadway Easement by Grantee and its employees, agents, contractors and licensees, unless such Losses are caused by the willful misconduct or gross negligence of Grantor or its employees or agents.

- 13. Enforcement and Remedies.** Grantor and Grantee shall be entitled to enforce this Agreement by specific performance, injunction, or by bringing an action for damages. The prevailing party in an action brought under this Agreement shall be entitled to recover from the other party or parties, as the case may be, reasonable attorneys' fees and costs, in addition to all other relief provided by law or in equity.
- 14. Notices.** All notices or other communications to be given to the parties to this Agreement shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, to the addresses noted above, or at such other address as one party notifies the other in writing pursuant to this Section. Notice shall be effective immediately when hand delivered, 1 day after being deposited with an overnight courier or 5 business days after being placed in the mail.
- 15. Amendments.** Any modifications, amendments, or changes to any of the provisions of this Agreement shall be effective only if in writing and executed by all parties to this Agreement.
- 16. Governing Law.** This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming. Venue for any lawsuit brought under this Agreement shall lie exclusively in the 9th Judicial Circuit, Teton County, Wyoming. The descriptive headings of the sections contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions herein. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement.
- 17. Recordation.** This Agreement shall be recorded in the land records of the Office of the Teton County, Wyoming Clerk.
- 18. Severability.** If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this Agreement.
- 19. Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one document.
- 20. Governmental Immunity.** Grantee does not waive its sovereign or governmental immunity by entering this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

IN WITNESS WHEREOF, this Agreement was executed on the date of signatures set forth below.

GRANTOR

Snow King Mountain Resort, LLC, a Wyoming limited liability company

By: Ryan Stanley
Its: President

Date: _____

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Ryan Stanley for Snow King Mountain Resort, LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the President of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

Witness my hand and official seal.

Notary Public

Grantee

Town of Jackson, a municipal corporation of the State of Wyoming

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: Lynsey Lenamond
Its: Town Clerk

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Hailey Morton Levinson, as Mayor for the Town of Jackson, Wyoming, and Lynsey Lenamond, as Town Clerk for the Town of Jackson, Wyoming, who are each personally known to me or have each established their identity and authority to me by reasonable proof.

Witness my hand and official seal.

NOTARY PUBLIC

Max C. Chapman, Jr., who is signing on to this Agreement for the sole purpose of vacating the Existing Access Easement pursuant to Section 1 herein.

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Max C. Chapman, Jr.

Witness my hand and official seal.

NOTARY PUBLIC

EXHIBIT A

A strip of land thirty foot wide for the purpose of providing access to the existing Town of Jackson water tank, located within Lot 59 of Grand View Lodges Third Addition to the Town of Jackson, Plat No. 1333, and described within Warranty Deed, document no. 0940923, records of the Clerk of Teton County, Wyoming and being located in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 34, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, said 30-foot-wide easement being 15 feet each side of the following described centerline;

Beginning at a point on the southerly Road & Utility Easement as shown on Said Plat No. 1333 and being S 87°55'49" W, a distance of 692.97 feet from the Center Quarter Corner of Said Section 34;

Thence S 34°40'26" W, a distance of 10.51 feet to a circular curve to the left;
Thence along said curve having a radius of 50.00 feet, a chord of 15.57 feet, bearing S25°43'01" W, through a central angle of 17°54'50", an arc distance of 15.63 feet;
Thence S16°45'36" W, a distance of 92.61 feet to a circular curve to the left;
Thence along said curve having a radius of 150.00 feet, a chord of 12.92 feet, bearing S14°17'33" W, through a central angle of 04°56'06", an arc distance of 12.92 feet;
Thence S11°49'30" W, a distance of 79.07 feet to a circular curve to the left;
Thence along said curve having a radius of 100.00 feet, a chord of 31.44 feet, bearing S02°46'54" W, through a central angle of 18°05'11", an arc distance of 31.57 feet;
Thence S06°15'41" E, a distance of 21.58 feet to a circular curve to the left;
Thence along said curve having a radius of 135.00 feet, a chord of 193.32 feet, bearing S51°42'56" E, through a central angle of 91°27'05", an arc distance of 215.48 feet;
Thence N82°33'32" E, a distance of 17.01 feet to a circular curve to the right;
Thence along said curve having a radius of 120.00 feet, a chord of 25.00 feet, bearing N88°32'19" E, through a central angle of 11°57'34", an arc distance of 25.05 feet;
Thence S85°28'54" E, a distance of 119.60 feet to a circular curve to the right;
Thence along said curve having a radius of 28.00 feet, a chord of 53.94 feet, bearing S11°04'05" E, through a central angle of 148°49'38", an arc distance of 72.73 feet;
Thence S63°20'44" W, a distance of 26.91 feet to a circular curve to the left;
Thence along said curve having a radius of 120.00 feet, a chord of 110.34 feet, bearing S34°01'12" W, through a central angle of 54°44'26", an arc distance of 114.65 feet to a compound curve to the left;
Thence along said curve having a radius of 24.00 feet, a chord of 33.09 feet, bearing S36°55'24" E, through a central angle of 87°08'46", an arc distance of 36.50 feet;
Thence S80°29'47" E, a distance of 234.19 feet to a circular curve to the right;
Thence along said curve having a radius of 78.00 feet, a chord of 138.02 feet, bearing S18°16'37" E, through a central angle of 124°26'19", an arc distance of 169.41 feet;
Thence S43°56'33" W, a distance of 113.71 feet to a circular curve to the left;
Thence along said curve having a radius of 30.00 feet, a chord of 44.03 feet, bearing S03°16'15" E, through a central angle of 94°25'35", an arc distance of 49.44 feet;
Thence S50°29'02" E, a distance of 167.81 feet to a circular curve to the right;
Thence along said curve having a radius of 207.00 feet, a chord of 169.45 feet, bearing S26°19'25" E, through a central angle of 48°19'14", an arc distance of 174.57 feet;
Thence S02°09'48" E, a distance of 45.12 feet to the northerly line of that Water Storage Tank Easement described in Book 774, pages 775-779 and being the end of this description.

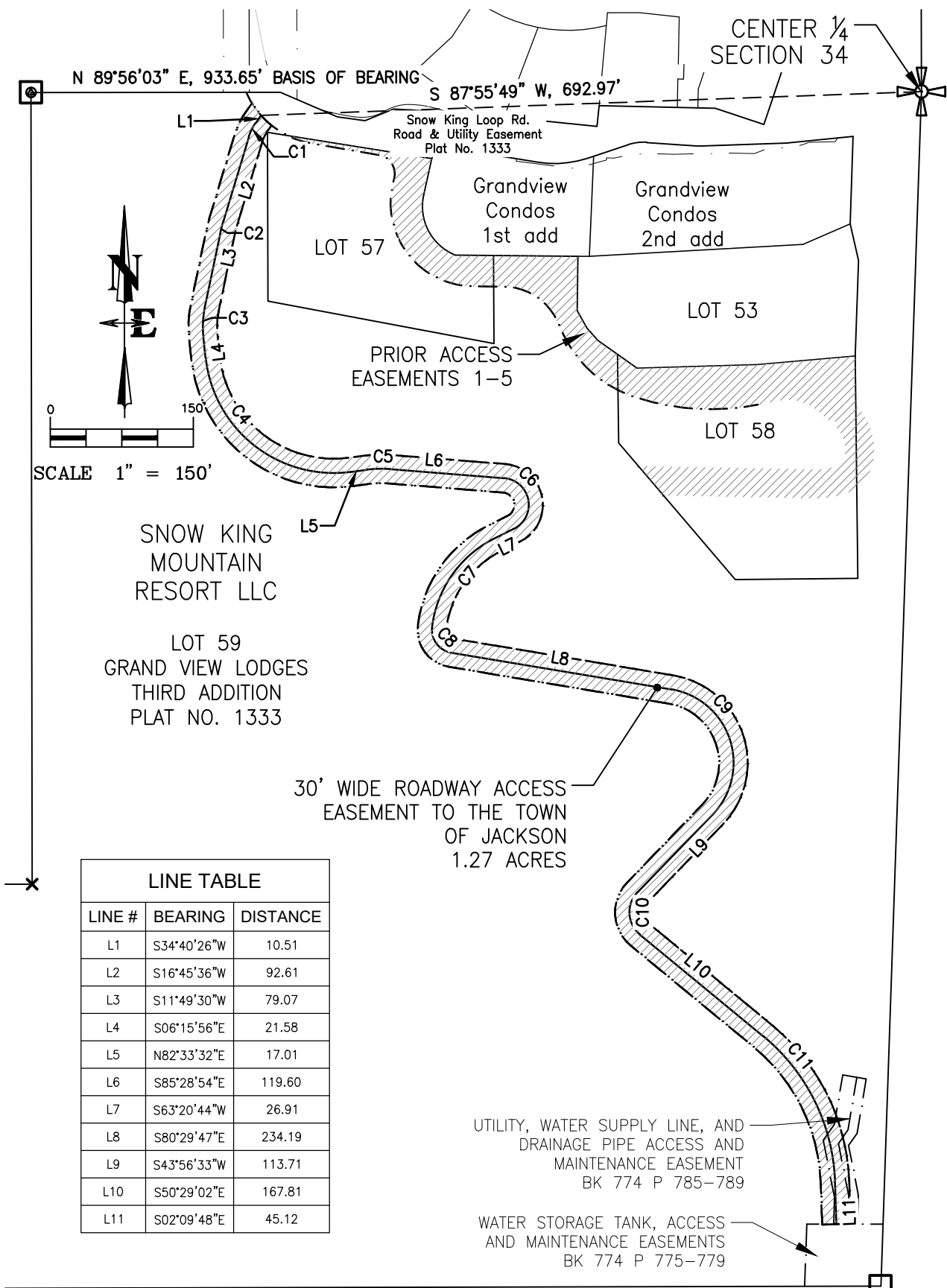
The sidelines to be lengthened or shortened to terminate on described lines.

Said easement contains 1.27 acres, more or less, and is subject to any easements, rights-of-way, reservations or restrictions of sight and/or of record.

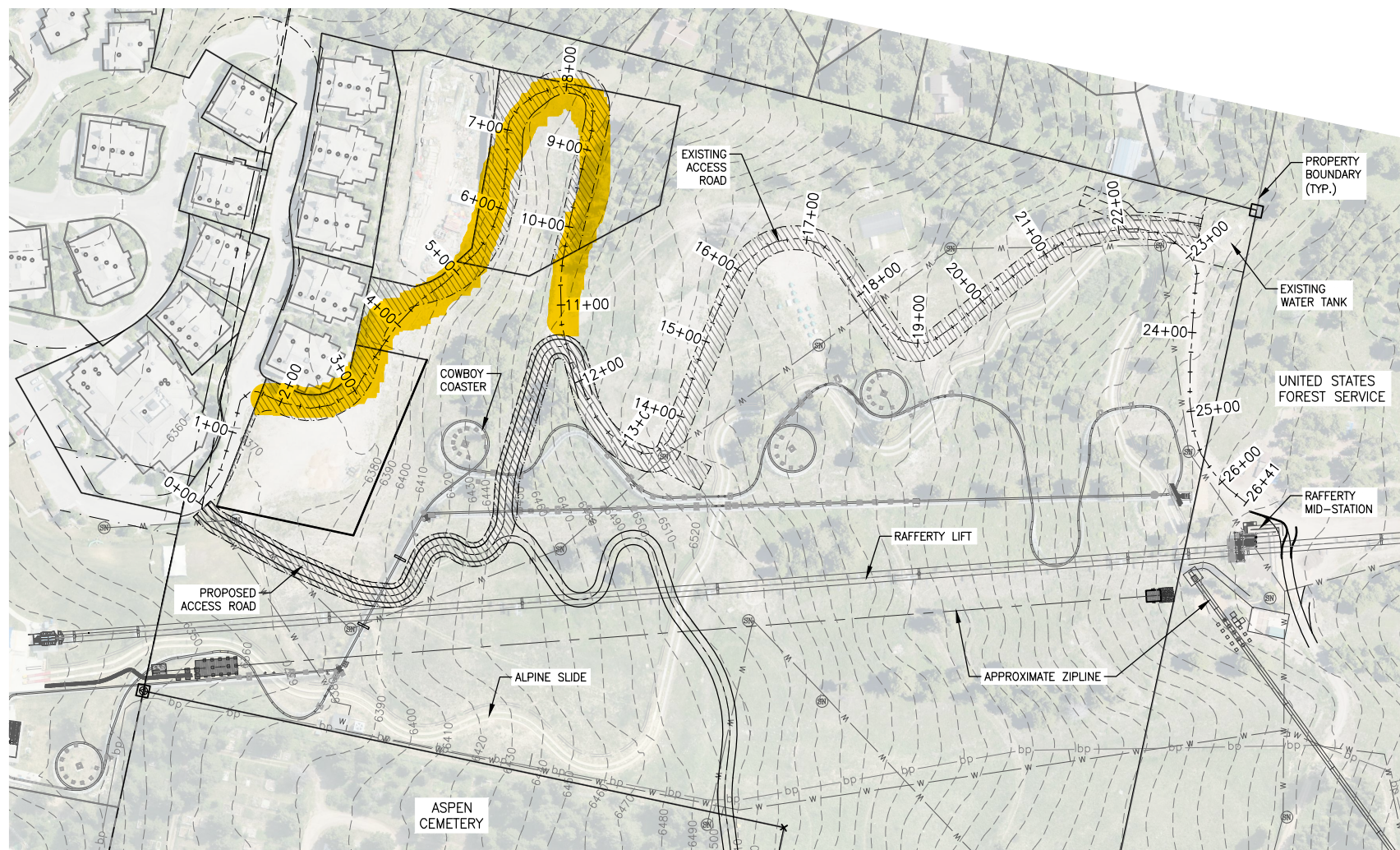
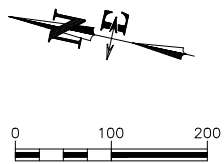
The Basis of Bearing for this description is N89°56'03" E along the North Line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 34.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

EXHIBIT B



CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	15.63	50.00	17°54'50"	S25°43'01"W	15.57
C2	12.92	150.00	4°56'06"	S14°17'33"W	12.92
C3	31.57	100.00	18°05'11"	S02°46'54"W	31.44
C4	215.48	135.00	91°27'05"	S51°42'56"E	193.32
C5	25.05	120.00	11°57'34"	N88°32'19"E	25.00
C6	72.73	28.00	148°49'38"	S11°04'05"E	53.94
C7	114.65	120.00	54°44'26"	S34°01'12"W	110.34
C8	36.50	24.00	87°08'46"	S36°55'24"E	33.09
C9	169.41	78.00	124°26'19"	S18°16'37"E	138.02
C10	49.44	30.00	94°25'35"	S03°16'15"E	44.03
C11	174.57	207.00	48°19'14"	S26°19'25"E	169.45



STAFF REPORT



Meeting Date:	4 October 2021	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Floren Poliseo
Agenda Item:	Contract approval: Wastewater Treatment Plant Technical Review	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Town Council to consider approval of contract to conduct a review of the [Wastewater Treatment Plant](#) ("WWTP") operations as they relate to water quality, energy efficiency, and ongoing operation/maintenance considerations.

Requested Action.

Staff requests the Town Council review the Agreement Between the Town of Jackson and Trihydro for the Wastewater Treatment Plant Technical Review and Study and consider its approval.

Recommendations.

Approve the consultant contract between the Town and Trihydro, Inc. to conduct the Town WWTP technical review as presented in the attached draft agreement, and approve allocation of additional funds from the Sewer Enterprise Fund.

Background.

The purpose of the WWTP Technical Review project is to complete a comprehensive data-driven analysis that evaluates the Town of Jackson's (Town) Wastewater Treatment Plant's (Plant) past, present, and future water quality discharge data and energy/emissions footprint. The Review will provide recommendations for potential capital and/or operational improvements to achieve the Town's priorities for the Plant.

The Town established a Steering Committee to assist in writing the advertised Request for Qualifications and to select the consultant team to conduct this independent review of the Plant. The Committee includes a representative from each of the following water quality focused organizations:

- American Rivers, Northern Rockies
- Ducks Unlimited
- Protect Our Water Jackson Hole
- Snake River Fund
- Teton Conservation District
- WY Game & Fish

At the August 16, 2021 Town Council Regular Meeting, Council approved award of contract to Trihydro and staff subsequently worked with the Steering Committee and consultant team to develop a final scope and cost for a contract. This agenda item seeks Council approval of the contract.

Analysis.

Staff and representatives from the Steering Committee met with the Trihydro team to walk through the scope of work. Minor adjustments were made to what was initially proposed, primarily to allow for additional time for staff to review deliverables, present to Council if necessary, and work with the consultant on the public engagement portions of the project. This shifted the schedule out some from what was originally proposed, and minimally increased project management and coordination costs.

Possible Alternatives.

Council may alternatively:

1. Deny the contract and postpone this project.
2. Continue item to allow staff to bring back additional information or reduced scope and cost, as requested by Council
3. Other

Comprehensive Plan & Priority Alignment.

This project supports the Town Comprehensive Plan under **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

This project supports the Town Comprehensive Plan under **Common Value #3- Quality of Life**.

- Principle 6.1: Measure prosperity in natural and economic capital
 - o Policy 6.1.b: Promote eco-tourism
- Principle 8.1: Maintain current, coordinated service delivery
 - o Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels
- Principle 8.2: Coordinate the provision of infrastructure and facilities needed for service delivery
 - o Policy 8.2.c: Require mitigation of the impacts of growth on service levels

Fiscal Impact.

The project cost is \$159,674. This project is partially funded by \$50,000 of professional services in the Sewer Enterprise Fund in the Town's Adopted FY22 Budget. At their 9/15/2021 Board meeting, Teton Conservation District approved the Town's request for \$50,000 of cost-share. The Town additionally requested \$50,000 from POW JH, but this has not been awarded. Because the project cost exceeds the approved funding available, staff requests Council approval to allocate an additional \$60,000 in Sewer Enterprise funds to cover the entire project cost.

Staff Impact.

The anticipated staff commitment to this project includes approximately 50 hours from Public Works Administration and Wastewater staff, and approximately 10-15 hours from Community Development staff.

Attachments or Links.

Agreement Between Town of Jackson and Trihydro Corporation for the Wastewater Treatment Plant Technical Review And Study

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

I move to approve the contract with Trihydro, Inc. in the amount of \$159,674, allocate an additional \$60,000 in Sewer Enterprise funds to the project, and authorize the Mayor to execute all necessary contract documents, subject to review and minor changes by the Town Attorney.

AGREEMENT BETWEEN TOWN OF JACKSON AND TRIHYDRO CORPORATION FOR THE WASTEWATER TREATMENT PLANT TECHNICAL REVIEW AND STUDY

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AGREEMENT BETWEEN TOWN OF JACKSON AND TRIHYDRO CORPORATION FOR THE WASTEWATER TREATMENT PLANT TECHNICAL REVIEW AND STUDY

THIS IS AN AGREEMENT effective as of [] (“Effective Date”) between the Town of Jackson (“Owner”) and Trihydro Corporation (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:
2021 Wastewater Treatment Plant Technical Review (“Project”).

Engineer’s services under this Agreement are generally identified as follows:

- 1) Project management, support, and administration, including resource coordination, scheduling, invoicing, project kick-off meeting, wastewater treatment plant (plant) data collection, and monthly progress meetings.
 - 2) Technical review, including plant data review and analysis, plant condition assessment planning meeting and onsite plant condition assessment, process evaluation, and technical review memorandum.
 - 3) Technical discussion, including presentation with identified stakeholders.
 - 4) Technical recommendations, including recommended plant improvements assessment, technical review report, and technical review report meeting.
 - 5) Public engagement including stakeholder and public coordination, presentation material development, and public engagement meeting.
- (together “Study and Report Services”).

Other terms used in this Agreement are defined in Article 7.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall pay Engineer as set forth in Article 4 and Appendix 1.
- B. Owner shall provide Engineer with all criteria and full information as to Owner’s requirements for the Study and Report Services, including but not limited to design objectives and constraints; space, capacity and performance requirements; flexibility and expandability goals; any anticipated funding sources; and budgetary limitations.
- C. Owner shall furnish to Engineer all existing studies, reports, and other available information pertinent to the Engineer’s performance of the Study and Report Services, including reports and data relative to previous designs, construction, or investigation at or adjacent to any Site under consideration.
- D. Following Engineer’s assessment of initially-available Project data and information, and receipt of Engineer’s advice regarding the need (if any) for additional Project-related data and information, Owner shall either (1) authorize Engineer to undertake Additional Services necessary to obtain such additional Project-related data and information, or (2) obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related data and information. Such additional data and information would generally include the following:

Property descriptions.

1. Zoning, deed, and other land use restrictions.
 2. Utility information, reports, and mapping.
 3. Property, boundary, easement, right-of-way, topographic, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or adjacent to a Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at a Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site(s), and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Owner shall advise Engineer of the identity and scope of services of any independent consultants retained by Owner to perform or furnish services pertinent to the Study and Report Services.
- F. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Owner shall inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to any Site under study.
- H. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- I. Owner shall inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- J. Owner shall advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- K. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall provide, as required for Engineer's performance of its Study and Report Services:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, 2010, and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, or Engineer reasonably requests.
- L. Owner shall be responsible for all requirements and instructions that it furnished to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

- M. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence of any Constituent of Concern at any Site; or
 - 3. any relevant, material defect or nonconformance in Engineer's services or Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of this Article and Appendix 1. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make payments due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

4.03 Payment for Basic Services (Hourly Rates Plus Reimbursable Expenses) and Additional Services

- A. Using the procedures set forth in this Article, Owner shall pay Engineer for Basic Services as follows:
 - 1. An amount equal to the cumulative hours charged to the Basic Services by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Basic Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Appendix 1) and Engineer's Consultants' charges, if any.

2. Engineer's standard hourly rates and reimbursable expenses schedule are set forth in Appendix 1.
 3. The total compensation for services and reimbursable expenses is estimated to be \$ 159,674.
- B. For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged to providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Appendix 1) and Engineer's Consultants' charges, if any.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because of the limited and preliminary nature of the Study and Report Services, and because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with

the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- F. Engineer shall not have any construction-related duties under this Agreement. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at any Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- G. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- H. Engineer's services do not include providing legal advice or representation.
- I. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

6.02 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Study and Report Services or the Project is completed.
- B. Owner may make and retain copies of Documents solely for Owner's information and reference in connection with the specific subject matter of the Documents, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use by Owner unless completed by Engineer; (2) if Engineer has completed a Report under this Agreement, and received full payment for such Report, then the Owner may furnish copies of the completed Report to Owner's consultants and design professionals for their reference in proceeding with design or similar services, provided that the Owner informs such consultants and design professionals of Engineer's ownership interests in the Report, and includes with the Report all Engineer's written statements regarding the purpose, scope, use, and limitations of the Report; (3) the Documents are not design or construction documents, (4) no Document shall be altered, modified, or reused by Owner or any third party for any purpose except with Engineer's express written consent; (5) any use, reuse, alteration, or modification of the Documents, except as authorized in this Agreement or by Engineer's written consent, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (6) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any unauthorized use, reuse, alteration, or modification of the Documents; and (7) nothing in this paragraph shall create any rights in third parties.

6.03 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.04 Insurance

- A. Engineer will maintain insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

6.05 Termination

- A. *Termination:* The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services are delayed for more than 90 days for reasons beyond Engineer's control.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - 2. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 6.05.A.1.a or 6.05.A.1.b.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- B. *Termination for Convenience:* Owner may terminate the Agreement for Owner's convenience effective upon the Engineer's receipt of written notice from Owner.
- C. The terminating party under Paragraphs 6.05.A or 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.
- E. In the event of termination by Owner for convenience, or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to

termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Article 4 and Appendix 1.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the State of Wyoming.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, or other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Any and all Documents prepared by Engineer, including but not limited to the Report to be prepared pursuant to Exhibit A, are prepared solely for the use and benefit of Owner, unless expressly agreed otherwise by Engineer.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.09 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to any Site under study.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at any Site under study, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action, or provide notice to the owner of the Site.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer

may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at any Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near any Site under study in connection with the Study and Report Services.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages and judgments (including reasonable consultants' and attorneys' fees) arising from third-party claims or actions relating to the Agreement, the Study and Report Services, or the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations.

In addition, to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, Consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Study and Report Services, the Agreement, or the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, consultants, employees, or others retained by or under contract to the Owner with respect to the Project.

- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site under study, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

- E. *Percentage Share of Negligence*: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver*: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Agreement, the Study and Report Services, or the Project, from any cause or causes.

6.11 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 *Miscellaneous Provisions*

- A. *Notices*: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of completion of the Study and Report Services.
- F. *Governmental Immunity*: Owner does not waive its governmental or sovereign immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits and Appendix) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 - 1. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

2. *Agreement*—This written contract for study and report professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
3. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
4. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
5. *Construction Cost*—The cost to Owner of the construction of a recommended solution presented in the Report furnished by Engineer under Exhibit A, or of a specific portion of the Project for which Engineer has agreed to provide opinions of cost. Construction Cost includes the cost of construction labor, services, materials, equipment, insurance, and bonding, and allows for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
6. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
7. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Agreement as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
8. *Documents*—Data, studies, reports (including the Report referred to in Exhibit A), and other deliverables, whether in printed or electronic format, provided or furnished by Engineer to Owner pursuant to this Agreement.
9. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
10. *Engineer*—The individual or entity named as such in this Agreement.
11. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
12. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer’s services are to be performed.

13. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Study and Report Services to be performed or furnished by Engineer under this Agreement are a part.
14. *Site*—One or more lands or areas that Engineer studies as the location or possible location of the Project.
15. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer and other design professionals and consultants, together with such other Project-related costs that Owner furnishes to Engineer for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to property, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*

- A. Exhibit A, Engineer's Services.
- B. Appendix 1, Standard Hourly Rates and Reimbursable Expenses

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of the respective party that the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

TOWN OF JACKSON

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: Lynsey Lenamond
Its: Town Clerk

STATE OF WYOMING)
)ss
COUNTY OF TETON)

This instrument was acknowledged before me on _____, 2021 by Hailey Morton Levinson, as Mayor of the Town of Jackson, and Lynsey Lenamond, as the Town Clerk of the Town of Jackson.

Notary Public
My commission expires:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

ENGINEER:

TRIHYDRO CORPORATION

By:

Its:

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021 by _____
as _____ of Trihydro Corporation.

Notary Public

My Commission Expires:

STAFF REPORT



Meeting Date:	October 4, 2021	Meeting Title:	Council Regular - Consent
Submitting Department:	START	Presenter:	Darren Brugmann
Agenda Item:	Surplus Property – START Bus Disposal	Public Comment:	Yes

Purpose & Policy Considerations.

Pursuant to Town Policy, in order to dispose of surplus municipal property valued under \$500, the items must be first declared surplus by the Town Council.

Requested Action.

Council to consider declaring START Bus #279 as surplus allowing START to remove the vehicle from Karns Meadow Facility.

Recommendations.

Staff recommends declaring START Bus #279 as surplus.

Background.

The Transit Department is needing to remove a decommissioned bus from the Karns Meadow Facility before snow sets in. This START Bus has been stripped of replacement parts by the Fleet maintenance team and our determination is to declare the remaining bus as it surplus and have it removed off site. This vehicle has had Town/START or other insignia removed. This vehicle has reached the conclusion of its useful life as determined by the Federal Transit Administration (FTA). It is our estimate that this inoperable vehicle shell is valued at under \$500.

The bus is listed as follows:

<u>Bus #</u>	<u>Model</u>	<u>Year</u>	<u>Fuel</u>
279	Gillig	2002	Diesel

Analysis.

Public Works staff, have investigated and have found a cost range of \$1200 to \$1450 to have this vehicle removed. Prior vehicle disposals have followed the same process since this (and previous) vehicles are inoperable.

Alternatives (Optional).

None identified

Comprehensive Plan & Priority Alignment.

Ecosystem Stewardship (CV-1): By removing decommissioned vehicles from the Karns Meadow Facility, START is preserving and protecting the area's ecosystem which is the core of our community character. Removing decaying and crumbling vehicles from the site continues the health and viability of the surrounding area's ecosystem in which we work and live.

It is important to note this vehicle will be replaced by a Zero Emission Electric bus in the last quarter of 2022, thus specifically meeting Principle 2.3 by reducing energy consumption through transportation and Principle 2.1 of reducing consumption of non-renewable energy.

Quality Community Service Provision – (CV-3) Section 8: Inherent in quality community service provision is to plan for cradle to grave for each piece of equipment or facility that we purchase or construct to provide quality government services. We need to be diligent in maintaining clean and tidy work sites for the provision of efficient and effective services. Maintaining quality work sites also contributes to quality neighborhoods and is in alignment with quality economic services and maintaining our positive tourist appearance.

Fiscal Impact.

\$1200 - \$1450 Towing cost and disposal fee.

Staff Impact.

The staff impact would be minimal and would include coordination of removal of this vehicle as soon as possible.

Attachments or Links.

None

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

I move to declare Bus #279 as surplus and direct staff to proceed with removal of the vehicle from Town Property.

STAFF REPORT



Meeting Date:	October 4 th 2021	Meeting Title:	Council Regular
Submitting Department:	Town Administration	Presenter:	Larry Pardee
Agenda Item:	Jackson Hole Community Housing Trust Request for a Partial Waiver and Release of the Town's Rights of First Purchase or Rental	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider a request from the Jackson Hole Community Housing Trust ("Housing Trust") for the Town to partially waive its first rights of purchase in the *2008 Right of First Purchase Agreement between the Community Housing Trust and the Town* and its rights of first purchase and rental in the *2014 Rights of First Purchase or First Rental Agreement*, on a one-time basis, and as set forth in the attached Partial Waiver and Release of Rights of First Purchase or Rental Agreement ("Partial Waiver and Release Agreement").

Requested Action.

The requested action is for Council to review, discuss, and consider the Housing Trust's request that the Town waive, to a limited degree, its rights of first purchase and rental.

Recommendations.

Staff recommends approving this request, under the specific and narrow conditions of the draft Partial Waiver and Release Agreement, on a one-time basis.

Background.

In a letter dated September 18, 2021, the Housing Trust provided the following:

The Community Housing Trust is in receipt of a restricted contribution made in honor of the dedicated professionals that support 13 essential human service organizations in Teton County, specifically, Teton Youth and Family Services, Senior Center of Jackson Hole, Community Entry Services, Community Safety Network, Curran-Seely Foundation, One 22 Resource Center, Teton Literacy Center, Children's Learning Center, Climb Wyoming, Jackson Hole Counseling, Teton County Sheriff's Department, Town of Jackson Police, and Teton County Fire-EMS.

This contribution allows the Community Housing Trust to accelerate two priority projects, one in the Town and one in the County. As we embark on this time sensitive work, we would like to revisit with you the 2008 Right of First Purchase Agreement between the Community Housing Trust and the Town and the 2014 Rights of First Purchase or First Rental Agreement (collectively, the "Agreements").

Both Agreements allow employees of the Town to exercise the First Right to Purchase or Rent on pre-existing Housing Trust homes as well as "Future Affordable Homes" developed by the Housing Trust.

With this letter we would like to request that any units built with partner funds dedicated for the 13 essential organizations named above would be excluded from the Housing Trust's inventory of units available to Town employees pursuant to the Agreements.

Analysis.

Staff supports this to the extent that it is a one-time request for the specific purpose noted in the September 18 Housing Trust letter, namely that the partial waiver and release is solely because of the unique \$10 million gift restricted to providing housing for 13 specific human service organizations in Teton County. Thus, as stated in the attached Partial Waiver and Release Agreement, the Town only partially waives its rights and only does so if conditions are met. Specifically, the affordable home or rental unit for which the Town waives its rights must be:

1. Issued a certificate of occupancy between October 4, 2021 and December 31, 2026; and
2. Developed with funding restricted by a donor to the development of affordable homes or rental units for ownership by, or rental to, the following organizations or their employees: Teton Youth and Family Services, One 22 Resource Center, Teton Literacy Center, Senior Center of Jackson Hole, Community Safety Network, Community Entry Services, Curran-Seely Foundation, Children's Learning Center, Climb Wyoming, Jackson Hole Community Counseling, the Teton County Sheriff's Department, the Jackson Police Department, or Teton County Fire EMS.

To avoid doubt, the Partial Waiver and Release Agreement also states that the parties acknowledge that it is "limited and specific to affordable homes and rental units developed by the Housing Trust for ownership or rental by the above-named organizations or their employees and is not a waiver and release of the rights of first purchase or rental that the Town may have in regard to any other [Housing Trust] Affordable Homes pursuant to the 2008 Agreement or the 2014 Agreement."

Ensuring the 2008 and 2014 agreements remain in effect is critical for two reasons. **First**, those rights of first purchase and rental are constitutionally required consideration provided the Town in exchange for the land and cash contributions the Town provided the Housing Trust, the combined value of which totals \$8.35 million (\$4+ million in land and \$4,351,355 in cash). **Second**, the rights of first purchase and rental are essential and critical components of the Town's employee housing portfolio. Staff strongly recommends Town Council preserve, to the greatest extent possible, the Town's first rights of purchase and rental as set forth 2008 and 2014 agreements.

Alternatives (Optional).

Deny the request

Comprehensive Plan & Priority Alignment.

Chapter 5: Local Workforce Housing: Ensure a variety of workforce housing opportunities exist so that at least 65% of those employed locally also live locally.

- Principle 5.1 - Maintain a diverse population by providing workforce housing
- Principle 5.2 - Strategically locate a variety of housing types
- Principle 5.3 - Reduce the shortage of housing that is affordable to the workforce
- Principle 5.4 - Use a balanced set of tools to meet our housing goal

Fiscal Impact.

No fiscal impact.

Staff Impact.

The Town Attorney, Town Manager, and Finance director have spent, collectively, approximately 8 hours reviewing this request and preparing the associated staff report.

Attachments or Links.

Draft Partial Waiver and Release of Rights of First Purchase or Rental Agreement.

Suggested Motion.

I move to:

1. Approve the Partial Waiver and Release of Rights of First Purchase or Rental Agreement, as presented, between the Town of Jackson and the Jackson Hole Community Housing Trust, based on the information provided in the letter and this staff report; and
2. Direct staff to work with the Jackson Hole Community Housing Trust to amend or replace, as appropriate, the agreement approved in No. 1 such that the waiver and release applies to the two specific projects being built with restricted funds, once said projects are identified, and bring back that subsequent agreement to Council for review and approval at a future Council meeting.

PARTIAL WAIVER AND RELEASE OF RIGHTS OF FIRST PURCHASE OR RENTAL

This Partial Waiver and Release of Rights of First Purchase or Rental is entered into between the Town of Jackson, a Wyoming municipal corporation (the “Town”), and the Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation (the “Housing Trust”) to be effective as of the ____ day of _____, 2021 (the “Effective Date”).

RECITALS:

WHEREAS, on February 26, 2008, the Town and the Housing Trust entered into the Rights of First Purchase Agreement, attached hereto as Exhibit A and incorporated by reference herein (the “2008 Agreement”), wherein the Housing Trust conveyed to the Town six (6) revolving rights of first purchase for qualified Town employees to purchase HT Affordable Homes (as defined in the 2008 Agreement);

WHEREAS, on February 27, 2014, the Town and the Housing Trust entered into the Rights of First Purchase Agreement, attached hereto as Exhibit B and incorporated by reference herein (the “2014 Agreement”), wherein the Housing Trust conveyed to the Town three (3) additional revolving rights of first purchase or rental for qualified Town employees to either purchase HT Affordable Homes (as defined in the 2014 Agreement) or rent Affordable Rental Units (as defined in the 2014 Agreement); and

WHEREAS, the Town of Jackson and the Jackson Hole Community Housing Trust recognize the essential contributions of health and human service professionals in Teton County, Wyoming.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Town hereby waives and releases all of the rights of first purchase set forth in the 2008 Agreement and all of the rights of first purchase or rental in the 2014 Agreement with respect to any affordable home or rental unit developed by the Housing Trust that is 1) issued a certificate of occupancy between October 4, 2021 and December 31, 2026 and 2) developed with funding restricted by a donor to the development of affordable homes or rental units for ownership by, or rental to, the following organizations or their employees Teton Youth and Family Services, One 22 Resource Center, Teton Literacy Center, Senior Center of Jackson Hole, Community Safety Network, Community Entry Services, Curran-Seely Foundation, Children’s Learning Center, Climb Wyoming, Jackson Hole Community Counseling, the Teton County Sheriff’s Department, the Jackson Police Department, or Teton County Fire EMS. The parties hereto acknowledge and agree that this Partial Waiver and Release of Rights of First Purchase or Rental is limited and specific to affordable homes and rental units developed by the Housing Trust for ownership or rental by the above-named organizations or their employees and is not a waiver and release of the rights of first purchase or rental that the Town may have in regard to any other HT Affordable Homes pursuant to the 2008 Agreement or the 2014 Agreement. Furthermore, this Partial Waiver and Release of Rights of First Purchase shall not apply to any affordable home or rental unit developed by the Housing Trust that is issued a certificate of occupancy by the Town of Jackson or Teton County, Wyoming before October 4, 2021 or after December 31, 2026.

IN WITNESS WHEREOF, the parties hereto have executed this Partial Waiver and Release of Rights of First Purchase or Rental as of the Effective Date.

HOUSING TRUST:

Jackson Hole Community Housing Trust,
a Wyoming nonprofit corporation

By: _____

Title: _____

By: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this ____ day of _____, 20____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that _____ is the _____ of Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors as the free act and deed of the corporation.

WITNESS my hand and official seal.

Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this ____ day of _____, 20____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that _____ is the _____ of Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors as the free act and deed of the corporation.

WITNESS my hand and official seal.

Notary Public

My commission expires:

TOWN:

Approved as to form: _____
Town Attorney

The foregoing instrument is hereby accepted by the Town of Jackson this ____ day of _____, 20____.

TOWN OF JACKSON

BY: _____
its Mayor

ATTEST:

BY: _____
its Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____,
_____ and _____, as Mayor, Town Clerk and Town
Attorney, respectively, of the Town of Jackson this _ day of _____, 20____.

Witness my hand and official seal.

Notary Public

My Commission Expires:

STAFF REPORT



Meeting Date:	October 4, 2021	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Rodeo Concession Agreement	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council approves the Rodeo Concession Agreement (Agreement) for the Town owned rodeo grounds. The current Agreement expires September 30, 2021 and the Council voted on August 2, 2021 to renegotiate with the concessionaire for another term. The proposed Agreement term would match the expiration of the term of the Fair Grounds lease with Teton County.

Requested Action.

The requested action is for the Town Council to approve the Rodeo Concession Agreement as proposed.

Recommendations.

Staff recommends the Town Council approve the Rodeo Concession Agreement as presented and authorize the Mayor to execute the agreement on behalf of the Town subject to any minor corrections by staff.

Background.

On October 2, 2017, the Town adopted the most recent Agreement. On December 16, 2019, a lengthy amendment was worked through, and changes were made to the agreement that were amenable to the Concessionaire and the Town's Administrative Authority (Teton County) and was approved by the Town Council. The agreement attached to this staff report is the compilation of the current agreement (2017) and the amendment (2019) combined. Town staff have incorporated one change to the agreement that changes the historical term of 4 years to 5 years so that the concession agreement expires during the same year that the long term lease for the grounds expires with Teton County.

The Town's concessionaire, JH Rodeo, and our Administrative Authority for managing the grounds, Teton County, are both comfortable with the current Agreement with the amendment incorporated from 2019.

Staff is recommending the Town Council approve the 2022-2026 Rodeo Concession Agreement as presented without further changes.

The Town Council has not yet engaged in dialogue about the future of the land now occupied by the fair and rodeo grounds beyond 2026. In June of 2021, Town Council directed Community Development staff to begin these conversations in 2022. When that occurs in the new year, and if it is the will of the majority of the body, Council will be able to direct staff to consider potential options related to this large topic including whether to begin a neighborhood planning process for the area or whether the use and property should remain as is. This dialogue will begin in 2022 and is expected to continue for years to come.

Analysis.

The Town Council will see the end of season report and request for 2022 rodeo dates at the October 18 meeting.

Possible Alternatives.

Because the Town has chosen to negotiate a new Agreement with the concessionaire rather than putting it out for bid, pursuant to the Agreement, the new Agreement must be finalized and approved not later than October 31. In the event the Town and the Concessionaire cannot come to an agreement by October 31, the Agreement contains a provision that

allows the Town to put the Rodeo Concession out for bid, in which case the Concessionaire will have no special rights over and above other bidders.

If the Council would like to direct staff to make any changes to the Agreement or would like more time to consider the Agreement, approval of the Agreement can be postponed until the October 18, 2021 regular Town Council meeting.

Comprehensive Plan & Priority Alignment.

Rodeos in Jackson are part of the historic culture of the community and our ranching heritage. Rodeos also add to the diversity and balance of our economy by providing events that allow for local participants from dude and working ranches but also serve the tourist base of our economy. Support for the production of a quality rodeo is also important and relates to Common Value 3, Quality of Life.

Fiscal Impact.

The Agreement requires the concessionaire pay the Town 10% of gross proceeds or \$50,000, whichever is greater. The past several years the amount has been:

2020	\$75,415.45
2019	\$145,348.27
2018	\$129,036.68
2017	\$123,960.68

The reduction for 2020 was related to COVID-19. The Concessionaire is required to make the final payment to the Town for the 2021 season prior to October 15 but they have indicated they may be ready to announce the total of the concession fee for 2021 at the meeting on October 4 and that the revenue from the concession has rebounded since 2020.

Pursuant to the Rodeo Grounds Management Agreement (RGMA) between the Town and the County, the Town passes through a minimum of \$10,000 and a maximum of \$60,000 (at no time exceeding the amount received from the Concessionaire) to Teton County for management of the grounds on our behalf. This pass through of funds usually occurs in the spring following the previous season.

Staff Impact.

The staff impact of preparing the new Agreement, the staff report, and speaking with the stakeholders was approximately 5 hours and included time from the Assistant Town Manager, the Town Attorney, the Paralegal, the Community Engagement Specialist, and the review team for staff reports. Should the Council wish to make further changes to the Agreement, staff will spend the time necessary for those changes.

Attachments or Links.

Proposed Rodeo Concession Agreement.

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*
I move to approve the Rodeo Concession Agreement with a term of 2022 – 2026 as presented and authorize the Mayor to execute the Agreement on behalf of the Town subject to any minor corrections by staff.

RODEO CONCESSION AGREEMENT

This Agreement is effective as of the ____ of _____, 2021, between the Town of Jackson, a Municipal Corporation of the State of Wyoming, hereinafter referred to as the “Town”, and WW Productions, L.L.C., a Wyoming limited liability company, hereinafter referred to as “Concessionaire.”

WHEREAS, the Town is the owner of certain real property within the Town of Jackson, Teton County, Wyoming, commonly known as the Fair Grounds as more particularly described in the Map of Survey recorded in the Teton County Clerk’s office, MapT-60B located in book 2MAP, page 153; and

WHEREAS, the Teton Fair Board (“Lessee”) has assumed management and supervision responsibilities for portions of the Fair Grounds owned by the Town pursuant to the Teton County Fair Grounds Lease Agreement entered on January 1, 2003; and

WHEREAS, Teton County passed Amendment #1 to the 2012 Fair Board Resolution on April 12, 2016 that stated that the Teton County Fair Board served in an advisory capacity as to the management of the fairgrounds thereby clarifying that Teton County serves as the manager of the portions of the Fair Grounds owned by the Town and as described in Exhibit “A” (T-60B map and narrative legal description) attached hereto and by this reference made a part hereof, and hereinafter referred to as the “Rodeo Grounds”; and

WHEREAS, portions of the Rodeo Grounds are used specifically for the production of rodeos; and

WHEREAS, the Town hereby designates Teton County as the Administrative Authority to assume management and supervision responsibilities for the Rodeo Grounds owned by the Town; however, it is possible in the future that the Town will be the Administrative Authority as set forth herein; and

WHEREAS, the Concessionaire is in the business of producing rodeos for the entertainment of the general public; and

WHEREAS, the parties wish to formalize in writing an agreement for the production of a rodeo for the benefit and entertainment of the general public at the Rodeo Grounds.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, receipt whereof being hereby acknowledged, the parties agree as follows:

1. GRANT OF CONCESSION

The Town hereby grants to Concessionaire the nonexclusive right to operate a rodeo and related activities on a regular basis at the Rodeo Grounds as set forth in paragraph 3 herein. For the purposes of this Agreement, the definition of a rodeo is “a sporting event consisting of several different timed and judged events that involve cattle and horses, designed to test the skill and speed of the human cowboy and cowgirl athletes who participate.”

2. TERM

The term of this Agreement shall be for five (5) years, or until September 30, 2026 as set forth in this paragraph 2. For the purposes of this Agreement, Rodeo Season is defined as the Friday of Memorial Day Weekend through the day after Labor Day of each year, unless sooner terminated as provided for herein. Access to the rodeo grounds for stock conditioning and production preparation prior to the Friday of Memorial Day Weekend shall be provided by the Administrative Authority on Wednesdays and Saturdays during the month of May. Additional days may be authorized at the discretion of the Administrative Authority with at least 24 hours advance notice from the Concessionaire. Not later than September 9 of each year of the term hereof, the Concessionaire and the Administrative Authority shall meet to discuss the previous season’s rodeo operations, jointly prepare and jointly execute a report for submission to the Town Council, and if necessary, to recommend amendments to this Agreement for the benefit of: (a) the attending public; (b) the Town of Jackson; (c) the Administrative Authority and rodeo contestants. The executed report and any such recommendations of the Concessionaire and Administrative Authority shall be promptly delivered to the Town Council for its consideration not later than September 25 of each year. Priority of consideration shall be given by the Town to those recommendations which are jointly endorsed by the Concessionaire and the Administrative Authority, the intent of this provision being the harmonious operation of a rodeo concession for the benefit of the community and the parties hereto.

3. PERIOD OF USE AND POSSESSION OF PREMISES

The Concessionaire shall have the nonexclusive right to use that portion of the Rodeo Grounds described in Exhibit “A” (T-60B map and narrative legal description) for the purposes of preparing for and producing a rodeo and related activities (“collectively Rodeo Events”) throughout the term of and subject to the conditions of this Concession Agreement for each Rodeo Season during the term of the Concession Agreement. The Concessionaire shall also have the nonexclusive right to use the gravel area west of the Rodeo Grounds and east of Flat Creek Drive for parking during Rodeo Events. The Rodeo Events shall be produced on Wednesday and Saturday nights and as provided herein, however, the Town Council has the ability to remove one Wednesday or one Saturday night Rodeo Event. Additionally, the Rodeo Events shall be produced on July 4th of each year, and may be produced on eight (8) additional dates during the term of the Agreement as determined by mutual agreement between the Administrative Authority and the Concessionaire, and with the Town Council’s approval, with the exceptions as set forth in paragraph 8 of this Agreement regarding rights of use for others. Not later than September 25 of each year, the Administrative Authority and Concessionaire shall submit a schedule for the following Rodeo Season, which shall be approved by the Town Council by October 31 of each year. Contestants who are approved by the Concessionaire are allowed to camp overnight on Rodeo Event nights on the Rodeo Grounds shown in Exhibit A subject to any conditions imposed by the Town of Jackson and reasonable fees assessed by the Administrative Authority. Contestants are not allowed to camp on the Rodeo grounds shown in Exhibit A on non-Rodeo nights.

Possession of a portion of the Rodeo Grounds known as the Rodeo Arena (as depicted on Exhibit “A” (T-60B map and narrative legal description) and all permanent stock pens adjacent to Rodeo Arena, the outdoor arenas, and other stock pens shall be exclusive to Concessionaire starting at 8:00 AM. and possession shall be exclusive to Concessionaire starting at 4:00 P.M. for the Heritage Arena on days in which the Rodeo Events occur except for parked vehicles or temporary structures pre-approved by the Administrative Authority on an occasional basis in the NW corner of the leased area or Teton County staff working at the Fair Offices. The Administrative Authority may authorize earlier access when necessary to enable the

Concessionaire to make repairs. Within fourteen (14) days of the execution of this Agreement, the Concessionaire shall provide a schedule of its intended use of the Rodeo Grounds, so that the Administrative Authority and/or Lessee can schedule public uses of the facility during such times the Concessionaire is not utilizing it.

4. PERFORMANCE DEPOSIT

For the purpose of securing the performance of all of the obligations of the Concessionaire in this Agreement contained, the Concessionaire shall, upon execution of this Agreement, provide the Town with a One Thousand Dollar (\$1,000.00) deposit to be retained by the Town, without interest, for the full term of this Agreement.

5. CONCESSION FEE

The Concessionaire shall pay to the Town the sum of Fifty Thousand Dollars (\$50,000.00) or ten percent (10%) of gross receipts, whichever is greater. Payments shall be made to the Town in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) on the fifteenth (15th) day of July, August, September, and October of each year throughout the term of this Agreement and a copy of all payments shall be presented to the Administrative Authority either in hard copy or emailed. On October 15 of each year throughout the term of this Agreement the Concessionaire shall pay to the Town the balance of the concession fee, if any, due and owing in the event that ten percent (10%) of the gross receipts of the Concessionaire exceeds the sum of Fifty Thousand Dollars (\$50,000.00) for the immediately previous operating season. Reports of revenues including spectator entrance fees, participant entry fees and purses, and reports of gross receipts shall be kept according to generally accepted accounting principles, submitted to both the Town and the Administrative Authority on a monthly basis on the fully completed form as set forth in "Exhibit B" either in hard copy or emailed, and shall be kept confidential to the extent allowed by law. Spectator entrance ticket prices shall be posted prominently at each entrance to the rodeo and also on the official website of the Concessionaire. To ensure accurate reporting, Concessionaire shall be required to use an accurate counter to track the number of attendees and shall report the number of complimentary tickets admitted. Additionally, to the extent requested by the Town, Concessionaire will also provide tax receipts submitted to the Internal Revenue Service. Failure of the Concessionaire to comply with these

reporting and accounting provisions shall constitute a material breach of this Agreement, and may, notwithstanding any other provision contained herein concerning the term hereof, result in the termination of this Agreement at the end of the rodeo season in which such breach occurs, after a hearing before the Town Council. Failure to submit reports and payments on time will result in a \$100 late fee assessed per day.

- i. **Definition of Gross Receipts.** Gross receipts as used in this Agreement shall include all monies and anything else for value received by the Concessionaire through the operation of this concession (specifically including, entrance fees, but specifically excluding stock charges and timing charges taken out of the contestant entry fees), or from any business conducted by the Concessionaire on the premises, or from any use of the concession premises by the Concessionaire, excluding Town approved charity events, competitor entrance fees, additional prize money contributed by Concessionaire or prizes purchased by the Concessionaire, and income from business not directly related to rodeo production and without any other deductions, excepting an allowance of deduction on sales or excise taxes imposed by any governmental entity and collected by the Concessionaire.

6. ADMINISTRATIVE AUTHORITY RESPONSIBILITIES

a. Administration of Agreement.

The Town of Jackson is responsible for administration of this agreement unless those responsibilities have been delegated to an Administrative Authority with management and supervision responsibilities for portions of the Rodeo Grounds. The Concessionaire hereby acknowledges such designation and agrees to deal with the Administrative Authority in all matters concerning the administration of this Agreement. The Administrative Authority shall establish a contact list for the Concessionaire to use in resolving issues. All formal meetings between the Concessionaire and Administrative Authority shall be held at a location mutually agreed upon. Any Administrative Authority meeting at which this contract is discussed shall have appropriate minutes kept, and the Concessionaire shall be given prompt written notice of any difficulties reported to or encountered by the Administrative Authority relative to the

Concessionaire's operation of this rodeo concession, and shall be afforded a timely opportunity to be heard relative to any such difficulties. If disagreements between the Concessionaire and the Administrative Authority cannot be resolved after good faith efforts at negotiation between the parties, only then may the parties present their disagreement to the Town Council for final determination.

7. CONCESSIONAIRE RESPONSIBILITIES

a. RESPONSIBLE PARTY

On or before the effective date of this Agreement, the Concessionaire shall provide the address and telephone number of and designate in writing one (1) responsible person with whom the Town or its agents may deal for purposes of performance and administration of this Agreement.

b. PREMISES AND PROPERTY

i. Security, Cleaning and Damages Deposit

A Security, Cleaning and Damage deposit in the amount of Two Thousand Dollars (\$2000.00) has been paid to the Administrative Authority by the Concessionaire. This deposit will be held for the term of the Agreement and the remaining balance, if any, returned to the Concessionaire at the end of the Agreement term. If charges against the deposit exceed Two Thousand Dollars (\$2000.00), the Concessionaire will be billed for the overage and a replacement Two Thousand Dollar (\$2000.00) deposit must be paid. Concessionaire must receive prior written authorization from the Administrative Authority for outside cleaning services if payment for such services is expected from the Administrative Authority. Administrative Authority shall give Concessionaire an accounting of the use of any part of the deposit.

ii. Condition/ Inspection

Possession of premises and property. The taking of possession of the property described in Exhibit "A" (T-60B map and narrative legal description) to the Concession Agreement hereinafter referred to as the concession premises, by the Concessionaire, after completion of a

checklist in the form attached hereto as Exhibit "C", shall constitute acknowledgement that such premises are in good condition, except as noted in writing by Concessionaire at the time of taking possession. Such written exceptions shall be attached to Exhibit "C." Exhibit "C" is a checklist of the items in the Heritage Arena and Rodeo Arena. The Concessionaire shall accept the concession in their presently existing condition, and the Town shall not be required to make any alteration thereto.

Annual joint inspection. Agents of the Town, Concessionaire, and Administrative Authority to this Agreement shall conduct a joint inspection of the concession premises and property immediately prior to and following the period of use each year throughout the term of this Agreement for the purpose of ascertaining responsibility for any damage and required repairs.

iii. REPAIR AND MAINTENANCE OF PREMISES, PROPERTY

The Concessionaire shall be responsible for the maintenance of all of the bleachers, bathroom, arena, fence around the arena and chutes at its own expense. The Town shall be responsible for the replacement of arena lights, but the Concessionaire shall be responsible for such replacements as might arise from its or its employees' negligence. The Concessionaire shall maintain the concession premises during the period of use in good order and repair at its own expense, provided that the Administrative Authority shall be responsible for other than routine maintenance of the bleachers and restrooms, and for vandalism damage to the bleachers, restrooms and area lights prior to or after the exclusive use period. The Concessionaire shall be responsible for watering and conditioning the outdoor and indoor arenas for their own Rodeo Events. The Concessionaire shall make minor repairs to these facilities as may be necessary from time to time throughout the term of this Agreement. Prior written notification shall be provided to the Administrative Authority for these minor repairs, except in emergency situations. The Concessionaire

shall not be held responsible for maintaining said facilities during those periods from 2 days after Labor Day through April 30th of each year when the concession is not being used by the Concessionaire, or during periods of use by other entities.

If the Concessionaire neglects or refuses to keep the premises in good order and repair, the Administrative Authority shall have the right to perform such routine maintenance and repairs for the account of the Concessionaire and the Concessionaire shall promptly reimburse the Administrative Authority for the cost thereof, providing the Administrative Authority shall first give the Concessionaire five (5) working days written notice of its intention to perform such maintenance and repairs for the account of the Concessionaire to enable the Concessionaire to perform such maintenance and repairs at its own expense.

iv. CLEANLINESS

Prior to exclusive use being provided to the Concessionaire and prior to exclusive use being turned back to the Administrative Authority, all areas of use shall be inspected pursuant to the checklist shown in Exhibit "C." Should the inspection not pass, either party shall notify the other party in writing of the unsatisfactory conditions, and the party receiving the notification shall have four (4) hours from delivery of notice to remedy the unsatisfactory conditions, unless mutually agreed upon. In the event unsatisfactory conditions are not remedied within four (4) hours, the Concessionaire will clean the area and shall submit a reasonable invoice to the Administrative Authority for reimbursement or the Administrative Authority will clean the area and shall reduce the amount of the cleaning deposit by an appropriate amount. The Concessionaire shall use all best efforts to clean the Rodeo Grounds, including but not limited to the Heritage Arena, grandstands, restrooms, and parking areas, not later than 9:00 a.m. the day following a Rodeo Event, but in no event later than

twelve (12) hours after each Rodeo Event. The Concessionaire shall clean, including but not limited to the following: trash to be picked up and thrown in fairgrounds dumpsters; trash pickup includes the Rodeo Arena and bleachers; Heritage Arena; chute areas; stock pens; roping boxes; alleyways; and Rodeo Arena restrooms; all manure from the Heritage Arena tie up mats shall be picked up and placed in the manure dump; all wheelbarrows shall be dumped in the manure dump and returned empty to the barn. The Administrative Authority will be responsible for cleaning all parking areas, stalls, and the Grassy Arena. The Concessionaire understands that the grounds and facilities will be made available to the public at 8:00 a.m. on the days following a Rodeo; both parties agree that this shall not impact the Concessionaire's ability to clean between 8:00 a.m. and 9:00 a.m. The Concessionaire shall at all times during its period of use of the premises, maintain the premises in a clean and sanitary condition and in the furtherance thereof, shall store all trash in containers provided for that purpose and shall be responsible for providing and/or paying for the removal of all accumulated trash from the concession premises after each Rodeo Event.

The Concessionaire shall at all times during its period of use of the premises be required to provide recycling bins and/or containers on the premises for cans, plastic, cardboard and any materials accepted by the Recycling Center, and to remove such accumulated recycling products from the concession premises after each Rodeo Event.

v. USE AND HOURS OF OPERATION

The Concessionaire may operate a rodeo on the concession premises during its period of use as set forth in paragraph 3 herein, but stock shall be moved into the area not earlier than 12:00 p.m. and the rodeo shall end not later than 10:30 p.m. with the arena lights out by 11:00 p.m. and stock removed as soon as possible. Stock brought on to the premises shall be

supervised at all times. Upon application to the Concessionaire, different hours may be agreed upon and shall not be unreasonably withheld.

vi. CAMPING/STABLING

The Concessionaire shall have the authority to permit any contestant to utilize the Rodeo Grounds for the stabling of animals or for camping on Rodeo Event nights, as per the permit process established by the Administrative Authority. Both camping and stabling of animals shall be subject to a fee set by the Administrative Authority, to be collected by the Concessionaire and remitted to the Administrative Authority.

vii. SOUND SYSTEM

The loud speaker public address sound system utilized for rodeos and other events shall be provided by and shall be under the sole exclusive control for all purposes of the Administrative Authority, and neither the equipment nor the control level shall be tampered with, altered or in any way revised or interfered with by the Concessionaire or any of its agents or employees, provided that this paragraph shall not be construed to prohibit minor adjustments not exceeding reasonable fixed limits, necessitated by mechanical or other problems. The Administrative Authority shall install, maintain and operate a volume measuring device during each Rodeo Event at three (3) separate fixed locations bordering the Fair Grounds. The sound shall be measured at a distance of at least twenty-five (25) feet from the site boundary line of the Rodeo Arena and shall not exceed eighty (80) decibels for a single period. This measurement shall be recorded and the results made available to the Concessionaire, and to the Town upon request.

viii. FIRST AID/EMT

The Concessionaire shall maintain on the premises at all times during the performance of rodeos, first aid equipment as recommended by the Teton County E.M.T. organization. In addition, the Concessionaire shall at all such times have immediately available to it a means of communicating with the Teton County Sheriff's dispatch office for the purpose of

summoning ambulances or medical or law enforcement assistance via radio or telephone. For each rodeo performance, the Concessionaire shall be responsible for assuring that there is a trained emergency medical technician on the premises for the purpose of rendering aid to or assisting the rodeo contestants and other participants or spectators as the case may be.

ix. UTILITIES

The Concessionaire shall pay for delinquency of all charges for utility services incurred by it with respect to the operation of the concession herein granted.

x. APPROVAL FOR ALTERATIONS

No alterations or additions of any character shall be made on or to the concession premises by the Concessionaire without first notifying the Administrative Authority and obtaining the written consent of the Town. The arena fences shall not be removed for the winter without the consent of the Administrative Authority and the Town. If alterations or additions are made, they shall be made at the sole expense of the Concessionaire, which shall agree to hold the Town and the Administrative Authority harmless therefore and such alterations shall be to the specifications of the Town and the Administrative Authority.

xi. RIGHT OF ACCESS

The Administrative Authority of the Rodeo Grounds and Town personnel shall have access to the concession premises and each part thereof, for the purpose of inspecting the same and making repairs on the concession premises. The Concessionaire shall have the right at all times to traverse Town property to get to and from the concession premises in order to keep the concession premises open during the regularly scheduled hours of operation, subject to reasonable rules and regulations approved by the Administrative Authority and/or Lessee with regard to the moving of livestock.

xii. PARTIAL DESTRUCTION

If at any time during the term of this Agreement the concession premises are damaged by fire, act of nature or other cause beyond the control of the Concessionaire to the extent that continued use of the concession premises is unfeasible, the Concessionaire may, on written notice to the Town delivered within fifteen (15) days after the damage has occurred, terminate this Agreement without any liability of the Concessionaire to the Administrative Authority, except for the payment of concession fees accrued to the date of such termination. If the Concessionaire does not elect to terminate this Agreement, the Town shall, with due diligence, restore the concession premises to operative condition, but the Town shall not be obliged under this provision to expend on such restoration more than the proceeds of any insurance received by it on account of such damage. The Town shall not be responsible for any profits lost by the Concessionaire due to the partial destruction of concession premises.

xiii. SIGNS

The Concessionaire shall not erect any sign on the concession premises or in the vicinity thereof without obtaining advance written approval of the Town under then existing regulations. Signs shall be allowed inside the Rodeo arena subject to approval by the Administrative Authority of size, location and design and approval will not be unreasonably withheld.

c. ATTENDANCE

An accurate account of attendance at each rodeo performance will be kept by the Concessionaire, and will be part of the operating report turned into the Town each month, which shall include but not be limited to accurate counts of the number of paying spectators and complimentary tickets. It is the responsibility of the Concessionaire to assure all attendees are counted.

d. STOCK AND SURCHARGES

Stock charges, entrance fees, participant fees, membership fees, any other fees for the upcoming season along with the procedure used to determine those fees shall be provided to the Town of Jackson by the Concessionaire not later than May 1 of the rodeo year.

e. **PAYOUTS AND SLACK COMPETITION**

The Concessionaire agrees to use the Professional Rodeo Cowboys Association (“PRCA”) rules as a guideline for paybacks, and agrees that the formula for paybacks, with the number of entries, number of places paid and percentage or purse split per place, shall be provided to the Town and the Administrative Authority prior to the first rodeo, shall be posted in a conspicuous place visible to all contestants throughout the rodeo season as well as posted on the Concessionaire’s official website. One formula per event shall be used throughout the entire season. The same formula may be used for multiple events.

The Rodeo Events shall include, but not be limited to the following: Pee Wee Barrel Racing; Junior, Open and Novice or 4D Barrel Racing;; a numbered Team Roping to include novice and open; Bareback Riding; Saddle Bronc Riding; Bull Riding; and an event for children in the audience to participate in unless unsafe conditions exist or a lack of entries exists. The Rodeo Events may also include Tie Down roping and Breakaway Roping. The aforementioned events may be changed with the Town Council’s approval. The rough stock events must have the appropriate amount of pick-up men and bull fighters to provide adequate safety for the participants. For timed events, the number of entries shall be limited to the time allotted for these events. Entries that cannot be accommodated during the evening performance will be run prior to each evening performance in “slack competition”. The Concessionaire is encouraged to add new events, at its discretion, especially events that encourage participation by young cowboys and cowgirls (ie. mutton bustin’, calf riding, steer riding and miniature bull riding

The Concessionaire shall have the lights on at the Heritage Arena for slack warm-up throughout the rodeo performance and shall be provided use of the Heritage Arena at 4:00 P.M. each day of a Rodeo Event. The remainder of the Rodeo Arena premises will be available to the Concessionaire at noon on the day of Rodeo Events.

f. **FOOD AND BEVERAGE CONCESSION**

i. **Rodeo Events.** The Concessionaire shall be responsible for providing any food or beverages which are served to the public during Rodeo Events. The

Concessionaire may sublet food service operations without the written consent of the Council with the understanding that all proceeds are still included in the definition of gross receipts whether subleased or not.

Exclusive Use of food and beverage facility. During the Rodeo Season, the Concessionaire shall have exclusive use of the food and beverage facilities on the Rodeo Grounds. The Administrative Authority agrees to provide sufficient, convenient, secure and mutually agreeable space so the Concessionaire or Sub-lessee can easily store and retrieve any food, beverage, supplies, utensils and equipment, which are the property of the Concessionaire or Sub-Lessee.

iv. Proceeds. Proceeds from the food and beverage concession for Rodeo Events shall be included in the calculation of gross proceeds for the payment to the Town of Jackson.

v. Maintenance of equipment. The Concessionaire shall maintain all equipment in good working condition at all times, at its own expense, for the operation of the food and beverage concession. The Concessionaire shall be responsible for replacing, with the exception of reasonable wear and tear and vandalism, any equipment of the Town, Administrative Authority and/or Lessee that becomes missing, damaged beyond repair, or too unsanitary to use, due to the acts of the Concessionaire or its guests or business invitees and the Concessionaire shall replace all equipment that it is required to provide under the terms of this Agreement, if it becomes unfit for use. The foregoing requirements apply to the food and beverage concession property during the Rodeo Season.

g. **LICENSES AND PERMITS**

The Concessionaire shall pay for all permits and licenses that may be required for the operation of the concession.

h. **PAYMENT OF BILLS**

The Concessionaire shall promptly pay all debts incurred by it for the purchase of goods or services used in the operation of the concession. The Concessionaire shall indemnify and hold the Town harmless from the payment of such debts.

i. **TAXES**

The Concessionaire shall pay all taxes on personal property belonging to the Concessionaire located on the concession premises, and the Concessionaire shall pay all sales and other taxes levied against the operation of the business.

j. **LIABILITY INSURANCE**

Throughout the term of this Agreement, the Concessionaire shall maintain insurance for bodily injury, death or property damage by reason of the operations conducted by the Concessionaire on the concession premises, with minimum liability limits of \$500,000.00 for bodily injury or death of any one person and \$1,000,000.00 for bodily injury or death of two (2) or more persons in any one accident or event, and in the minimum amount of \$50,000.00 for damage to property resulting from any one accident, naming the Administrative Authority and the Town as additional insured's. The Town and the Administrative Authority shall also be held harmless as part of the insurance coverage. The Concessionaire shall have twenty (20) days from the effective date of this Agreement to provide a binding written commitment for the issuance of required insurance policies, subject only to premium payment.

Insurance policies referred to herein, shall be placed with an insurance company or companies approved by the Town. However, Concessionaire's choice of insurance agent or company shall not be unreasonably withheld. Copies of the said insurance policies and all certificates thereof shall be furnished by the Concessionaire effective as of the date of this Agreement, and under no circumstances less than ten (10) days prior to the event(s) for which proof of coverage is being provided, to both the Town and the Administrative Authority. All policies shall require notification to the Town not less than ten (10) days prior to any cancellation. All policies shall be for the entire Rodeo Season and renewed each year, or shall be for the entire term, and not on a per event basis.

k. **COMPLIANCE WITH STATE AND LOCAL LAWS**

The Concessionaire shall comply with applicable state and local laws governing the operation of the concession premises. Violation of such state laws or ordinances of the Town of Jackson, Wyoming may be considered just cause for termination of this Agreement.

l. **REFLECTION.**

Should the Concessionaire choose to wish the contestants of the rodeo safety and success and/or conduct a reflection at the beginning of each public rodeo, it shall be a general

reflection that does not endorse any religion. It shall be considered breach of this paragraph if attendees of the public rodeos are subjected to proselytizing.

8. RIGHTS OF USE FOR OTHERS

- a. **Teton County Fair.** Anything else contained to the contrary herein notwithstanding, in conformance with paragraph 3 herein, the Town and/or the Administrative Authority shall notify the Concessionaire of the dates scheduled for the Teton County Fair to be held on the concession premises. The schedule period ("Fair Week") shall not exceed eight (8) consecutive calendar days in length, (Sunday through Sunday), unless otherwise approved by the Town Council. The Concessionaire agrees to allow the Fair Board to make use of all of the premises with the exception of the concession stands, kitchen, and ticket booth storage rooms for the purpose of conducting the Teton County Fair, with the understanding that said Fair Board shall return the concession premises to the Concessionaire in the same or better condition which the premises were in when the concession premises were made available to the said Fair Board; a walk through shall be conducted both before and after the Teton County Fair by representatives of the Fair Board, the Administrative Authority, and the Concessionaire in order to document the condition of the premises.
 - i. On the Saturday prior to Fair Week, due to a Fair related event, the Rodeo Concessionaire shall not have access to the Rodeo Arena until 5:00 PM. Additionally on this day, the Concessionaire may not bring in stock until 4:00 PM.
 - ii. Rodeo Concessionaire is responsible for taking down all of its signage within the black fence on Saturday night prior to Fair Week, including ticket sales, wayfinding, beer sales, sponsor banners, rough stock chute banners, etc.
 - iii. Rodeo Concessionaire is responsible for taking down all tents and removing the following from the fairgrounds prior to 10:00 AM on the first Monday of Fair Week: tents; mechanical bull; equipment such as tractor, drags, water truck, attachments, etc.; and enclosed trailers.

iv. Rodeo Concessionaire is responsible for moving other items as requested by the Fair Board prior to and during the Fair.

b. **Jackson Hole Non Profit Rodeo.** In addition to the use for the Teton County Fair as set forth in subparagraph A above, a local non-profit sponsored Rodeo shall, with the consent of the Town Council, be held for a number of days as yet to be determined during the term hereof. It is the intent of the Town Council in approving the locally sponsored non profit Rodeo to have it scheduled in the last two weeks of August or in the month of September. If this is impossible, impracticable or otherwise not prudent in the sole discretion of the Town Council, the dates chosen for the non profit Rodeo shall have priority over those otherwise afforded to the Concessionaire under this Agreement. The concession premises shall be returned to the Concessionaire at the end of the scheduled period in the same or better condition in which the premises were in when the concession premises were made available for the nonprofit Rodeo.

c. **Non-Regular Rodeos.** Notwithstanding the provisions of subparagraphs A and B above, the Concessionaire shall be entitled to produce a rodeo on dates during the term of this Agreement other than those that the facilities are used by third parties as set forth above and upon approval by the Administrative Authority and the Town Council, such approval not to be unreasonably withheld. The Administrative Authority or Lessee shall have the authority to charge a fee for the additional non-regular rodeo, and any requests for non-regular additional rodeos will require Town Council approval.

9. BREACH/ BANKRUPTCY

a. **Each Term Material.** Each term of this Agreement is material and the breach by the Concessionaire of any of the terms herein contained shall be a material breach of the entire Agreement and shall be grounds for the termination of the entire Agreement by the Town.

b. **Bankruptcy.** The filing by the Concessionaire of a voluntary petition in bankruptcy or the making of an assignment for the benefit of creditors, or consenting by the Concessionaire to the appointment of a receiver or trustee of all or part of its property, or the filing by the Concessionaire of a petition or answer seeking reorganization under the National Bankruptcy Act or any other applicable law, or the filing by the Concessionaire of petition to take advantage of any insolvency act shall constitute a breach of this Agreement by the

Concessionaire. On the occurrence of any such event, the Town may terminate this Agreement by giving the concessionaire ten (10) days written notice of termination.

10. WAIVER OF BREACH

The waiver by either party of any breach contained in this Agreement shall not be deemed a waiver of such term for any subsequent breach of the same or any other term. The subsequent acceptance of a concession fee payment by the Town, or the payment of same by the Concessionaire, shall not be deemed to be a waiver of any prior occurring breach by the other party of any term contained herein regardless of knowledge of said party of such prior existing breach at the time of the acceptance of or payment of such concession fee payment.

11. RENEWAL/ EXTENSION OF AGREEMENT

Provided that Concessionaire is not in default in any manner with respect to the terms and conditions of this Agreement, the Concessionaire may, on or before the 1st day of August of the final year of the term, give notice, by certified mail, of its desire to continue for another term as the Rodeo Concessionaire.

Having received this notice, the Town Council shall, on or before the 30th day of September, inform the Concessionaire if it will re-negotiate with the Concessionaire for another term, or if it will be putting Rodeo Concession out for bid. If the Town decides to renegotiate with Concessionaire, the new agreement shall be finalized and approved not later than October 31. In the event the Town and the Concessionaire cannot come to an agreement by said date, the Town reserves the right to put the Rodeo Concession out for bid, in which case the Concessionaire will have no special rights over and above other bidders.

12. TERMINATION BY TOWN

If in the judgment of the Town the manner of operation of the concession or the quality of services does not meet the requirements of this Agreement, or if the Concessionaire is in default of any of the terms of this Agreement, the Town shall give the Concessionaire written notice specifying the particulars of the unsatisfactory performance or default. Unless otherwise stated within this Agreement, if the Concessionaire fails or refuses to remedy such unsatisfactory performance within fifteen (15) days after the giving of notice, the Town may terminate this

Agreement. The Administrative Authority may recommend termination of this agreement to the Town by providing written notice specifying the areas of concern.

13. CONCESSION PREMISES ON TERMINATION

Upon the termination of this Agreement for any reason, the Town shall have full authority to re-enter and to take full possession of the concession premises without the necessity of obtaining any legal process. The Concessionaire stipulates and agrees that the Town shall not be liable for prosecution or for damages for resuming possession of the concession premises upon termination of this Agreement.

14. INDEMNIFICATION

The Concessionaire shall hold the Town, its agents and employees, and the Board, harmless from and shall defend and indemnify the Town and the Board from and against any and all liability for injuries to or deaths of persons or damage to property arising from the Concessionaire's activities and obligations or responsibilities arising under this Agreement. Each party shall give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects either party, and both parties shall have the right to participate in the defense of such claim to the extent of its interest.

15. NOT CONTRACT OF EMPLOYMENT

This Agreement is not a contract of employment. No relationship of employer and employee exists between the Town and the Concessionaire. The Concessionaire shall at all times be deemed to be an independent contractor. The Concessionaire is not authorized to bind the Town to any agreements or obligations. The Town shall not be liable for any acts of the Concessionaire, its employees or its agents in performing its duties prescribed herein. No portion of the concession premises is being leased to the Concessionaire; the Concessionaire is a licensee and not a lessee of the concession premises, and the right of the Concessionaire to occupy the concession premises and to operate the concession granted by this Agreement shall continue only so long as all of the terms of this Agreement are strictly and promptly complied with by the Concessionaire.

16. MISCELLANEOUS

a. **HEADINGS AND SUBHEADINGS.** The headings and subheadings used in this Agreement are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

b. **APPLICABLE LAW.** This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Wyoming. The parties hereby submit themselves to the jurisdiction of the District Court of Teton County, Wyoming, Ninth Judicial District, for any dispute arising out of this Agreement.

c. **REPRESENTATIONS AND WARRANTIES.** Each party hereto represents and warrants that it has the right, power and authority to enter into, and perform their respective obligations under this Agreement. The execution and delivery of this Agreement by each party has been duly authorized by the respective authorized individual.

d. **ASSIGNMENT OR SUBLETTING.** The Concessionaire may not assign any right, privilege or license conferred by this Agreement, nor may it sublet or encumber any portion of the concession premises without first obtaining the written consent of the Town unless otherwise provided herein. A copy of any sub-lease agreement consented to shall be provided to the Town.

e. **TIME OF THE ESSENCE.** Time is of the essence in this Agreement.

f. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties. Any modification of the terms hereof must be made in writing and must be executed with the same formalities as this Agreement.

g. **NOTICES.** All notices required to be given by this Agreement shall be sent by certified mail or delivered personally, shall be deemed given when mailed or delivered personally, and if mailed shall be addressed to the parties as follows:

1. Town of Jackson, Wyoming, P.O. Box 1687,
Jackson, Wyoming 83001.
2. Concessionaire: WW Productions, LLC, Phil Wilson, 7895
Cowboy Way, Jackson, WY 83001.
3. Administrative Authority, P.O. Box 3075,
Jackson, Wyoming 83001.

h. **EXECUTION.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

i. **SOVEREIGN IMMUNITY.** The Town does not waive its sovereign immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

j. **THIRD PARTY BENEFICIARY.** The parties do not intend to create in any other individual or entity the status of third party contract beneficiary, and this Agreement shall not be construed so as to create such status.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below, but to be effective on the year and date first above written.

DATED this _____ day of _____, 2021.

TOWN OF JACKSON, WYOMING

Hailey Morton Levinson
Mayor

ATTEST:

Lynsey Lenamond
Town Clerk

CONCESSIONAIRE

WW Productions, LLC.

By: _____

Its: _____

Walk Through Checklist

Condition: 1-New/Good, 2-Fair, 3-Poor, 4-Broken

AREA	CONDITION				COMMENTS
Arena	1	2	3	4	
Arena Fences and Gates	1	2	3	4	
Beer Booth	1	2	3	4	
Bleachers and Grandstands	1	2	3	4	
Bucking Chutes	1	2	3	4	
Catch Pen Fences and Gates	1	2	3	4	
Concession Stand -					
2 Coolers (Upright)					
1 Freezer					
1 Grill					
1 Ice Chest					
2 Refrigerators					
1 Stove					
5 Tables (Steel) (4 Lg. and 1 Sm.)					
4 Tables (Wood)					
Crow's Nest	1	2	3	4	
Grandstand Bathrooms	1	2	3	4	
Grounds Perimeter Fences and Gates	1	2	3	4	
Heritage Arena	1	2	3	4	
Holding Pen Fences and Gates	1	2	3	4	
Holding Pens behind Crow's Nest	1	2	3	4	
Parking Lot	1	2	3	4	
Platform/Deck beneath Crow's Nest	1	2	3	4	
Roping Chutes	1	2	3	4	
Sound System Speakers	1	2	3	4	
Stripping Chute	1	2	3	4	
Ticket Booths	1	2	3	4	

Meter Reading -

Fair Board Rep: _____ Rodeo Rep: _____

Date: _____

Date: _____

STAFF REPORT



Meeting Date:	October 4, 2021	Meeting Title:	Town Council Meeting
Submitting Department:	Planning & Building	Presenter:	Kelly Sluder, Building Official
Agenda Item:	90 Day Stay of Demolition Permit Application #B21-0617	Public Comment:	Yes

New information provided since the September 20, 2021, staff report has been added in italics below.

Purpose & Policy Considerations.

The purpose of this item is to consider a stay in the issuance of a demolition permit for structures addressed as 157 and 165 North Glenwood Street.

Requested Action.

Teton County Historic Preservation Board requests a 90-day stay on the Demolition Permit Application #B21-0617.

Recommendations.

The Teton County Historic Preservation Board recommends a 90 stay on the issuance of the demolition permit.

Background.

On September 20, 2021, Council discussed and then continued this item to allow staff time to research questions raised by Council and explore alternatives to the current application.

Question 1: Bifurcation of the Demolition Permit

The first item discussed by Council was whether the permit could be bifurcated into 2 separate permits: One permit for all work, except demolishing the buildings, but including utility work, etc.; and the second for the actual demolition of the buildings. Upon further consideration of this option staff is not recommending this option nor has the applicant revised the current application to separate it into two applications. Staff is not recommending this option as the site is too small to allow significant work to be completed without the demolition of one or both structures.

Question 2: Building Removal Prior to Stay Expiration

The second item discussed was whether the motion could be worded to allow the removal of the buildings prior to expiration of a stay by Town Council. As presented at the September 20 Meeting, staff finds that this is not necessary as the stay allows for the removal of the buildings during a stay period.

Question 3: Deducting Time from the Stay

The third item discussed was whether Council could begin the stay from September 20, 2021, the original day this item was considered by Council before the item was continued. Staff finds that yes, Council may choose to deduct the 15 days that have passed since the September 20 meeting from the 90-day maximum stay.

Question 4: Conditioning a Demolition Stay

The fourth item was whether the request for a stay could be conditioned. Staff is not recommending this option.

Based upon this new information staff recommends Council vote on the request as submitted, granting up to a 90-day stay on the demolition permit application from the original Council Meeting on September 20, 2021.

Please see attached additional information from the applicant, including a date upon which they would like to have the permit issued along with new public comment from the representatives that are trying to relocate the structures.

On July 15, 2021, the Town received a demolition permit application (see attached) for structures at 157 and 165 North Glenwood Street from Bear Development LLC. The Teton County Historic Preservation Board ("Board"), when notified of the application for demolition, stated it had an interest in the structures and wanted to discuss at their next Board meeting a request for stay of issuance of the demolition permit.



Pursuant to Town demolition procedures for structures listed on the Board's non-exclusive list of structures, which are either in excess of fifty (50) years old or are otherwise historically or architecturally significant, the application was forwarded to the Board for review and recommendation. In an email dated August 11, 2021, the Board requested that the Town Council consider granting a 90-day stay on the issuance of the requested demolition permit to allow consideration of moving the structures. Municipal Code Section 15.38.020D.2.B states that the purpose of the stay is to allow public comment and in order for the applicant, the Board, and other interested parties to explore alternatives to demolition. In addition, Section 15.38.020D.2.B states that the Board shall cite the historic preservation principles upon which it is relying to make its comments or recommendations regarding the impact of such demolition on historic preservation.

In considering this request, staff notes that Council may choose to grant a stay in the issuance of the demolition permit up to a maximum of 90 days, but upon the completion of that period, the permit would be issued, and the structures would be allowed to be removed as requested by the property owner.

Comprehensive Plan & Priority Alignment.

Section 8.1 and 8.2: Timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.

Fiscal Impact.

None

Staff Impact.

Building staff took approximately 8 hours to process the request and complete this report.

Attachments or Links.

Bear Development email, dated September 28, 2021

Public Comment

Teton County Historic Preservation Board Request (Email)

Demolition Permit Application

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

I move to grant a ____ (up to 90) day stay on the issuance of Demolition Permit Application #B21-0617.

From: [S.R. Mills](#)
To: [Kelly Sluder](#); [Tyler Sinclair](#)
Cc: [Nick Orthmann](#)
Subject: 165 N. Glenwood - 90 day stay of demolition
Date: Tuesday, September 28, 2021 5:24:35 PM
Attachments: [image001.png](#)

Kelly,

Thank you for reaching out regarding 165 N Glenwood following last week's Town Council meeting. Our goal is to have the site clear by December 15th; as we anticipate mobilization, abatement, utility work, demolition or moving of the home(s), and demolition of the foundation to take 30 to 40 days. In order to keep with our proposed schedule, the latest the stay could remain is November 8th, when factoring year-end holidays. Our original understanding was that the 90-day stay started on the Teton County Historic Preservation Board meeting (August 10th), meaning that the 90-day stay would elapse on or about November 10th. After asking for clarification, guidance from the town was that the 90-day stay started on the date of the original permit submittal, which was July 22nd, meaning the stay would elapse on or about October 22nd. Prior to last week's council meeting, we received further guidance that the 90-day stay would start on the date of the Town Council's vote, which in turn would have the stay through December 20th.

Based on the above, it would not be possible to meet our timeline as initially planned. As you know, over one year ago, we took the site through the process, voluntarily enacted a 120-day stay vs. a 90-day, and chose to not demolish the two structures in an attempt to rehabilitate the structures. Over the course of the past year we have worked tirelessly with various stakeholders and investors in an attempt to rehabilitate the structures but in the end were unable to find an appropriate suitor. We have and will continue to work hard to be good partners and good corporate citizens in Jackson and request that if any stay is enacted, we are allowed to commence with the necessary on-site work no later than November 10th.

Best,

S.R. Mills

CEO

Bear Real Estate Group

Direct: 262.842.0452

Mobile: 262.705.2652

smills@Bearreg.com

www.Bearreg.com



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From: [Brigid Mander](#)
To: [Town Council](#); [Teton Preservation Board](#); [Esther Judge-Lennox](#)
Subject: Support for TCHPB's 90 day stay of demolition at 165 N Glenwood St
Date: Friday, September 24, 2021 11:07:40 AM

Dear Members of the Town Council,

We are writing to you in support of Teton County Historic Preservation Board's request for a 90-day stay of demolition for the structures at 165 North Glenwood Street. We strongly urge the full, non-retroactive 90-day stay or until removal of one or both structures to new locations is complete, whichever comes first.

Very importantly, you should all understand that Esther Judge Lennox of Shacks on Racks has secured a receiving lot in town for the front structure. Nick Orthmann and SR Mills were apprised of this prior to the Sept. 20th council meeting.

As you are all aware, these homes and the 8 separate apartments were the subject of a two-year effort to save them in their original place on Glenwood. The value and implications of the effort to preserve this existing housing was important enough that many community members spent time and effort to search for a benefactor.

In July 2021, Bear applied for the demolition permit with Shaw and subsequently evicted every resident without the courtesy gesture of letting anyone who has worked on the project know in advance of either action. We quickly turned to our fallback of relocating one or both structures to serve as housing elsewhere.

In late August (after finding the receiving lot), Shacks on Racks requested Nick Orthmann supply either the demolition and dump budget to be applied instead to the front structure's transport, or, preferably, to commit to paying for the full \$100,000 transport cost. Judge Lennox cannot begin the contract with the new owner without knowing what will be covered by Bear, because Bear has said they will contribute, but will not say how much, causing a delay. The full \$100,000 is less than one percent of Wisconsin-based Bear's estimated profit from 165's land alone, and likely not all that much over what they would have to expend on demo/dump (approx. \$60-75,000 according to industry estimates).

Judge-Lennox is still waiting for the figures and commitment. Orthmann neglected to mention to the council he had delayed Bear's own timeline by four weeks for moving the first structure by not supplying the requested participation amount for transport. He also, importantly, neglected to mention he is aware there is a confirmed destination waiting on numbers from Bear.

Similarly, I (Brigid) had recently discussed with SR Mills this plan and the cooperative effort where Bear pay transport instead of paying for demolition and dump fees, and the new owner participates by paying for the foundation and renovations. He was very amenable and supportive, and willing to donate the funds to Shacks on Racks (a non-profit), thus it is mystifying there has been no response beyond continued silence on transport participation specifics.

If Bear does not want to supply numbers for funding or participate, they must say so, and Shacks on Racks needs more time to arrange for costs to be covered, thus, the need for the full

90 days. If Bear indeed wishes to see the home(s) saved, and is concerned with the construction project timeline, they should furnish right away either the dollar amount with which they will contribute to moving the house, or let Shacks on Racks and the public know they will not participate in paying any costs.

Without the protection of the full stay of demolition, it is conclusively Shaw's intention to demolish the homes immediately. According to construction professionals, there is no site prep work that can happen onsite with the homes there. There is no question on this.

This transport project should not be this complicated, if one is to continue to say there are good faith actions on the part of Bear. We should have all been past this point a month ago, when the participation amount was requested. The applicant is causing the delay themselves.

After all the work that so many people have put into this, we know we can have at least three saved housing units come out of this, and hopefully all eight. According to the recipient of the front home, it will be used as three apartments of affordable community housing rentals moving forward.

Let's make sure something positive for our community comes out of this. Preserving existing housing addresses the root *cause*, not symptoms, of our escalating housing problem. This is an important project. We ask that the council vote to support the 90-stay beginning either September 20th or October 4th so we can bring this to a beneficial conclusion by preserving at least one house, and three more future local homes. We can all be proud of that outcome.

Thank you for your time.

Sincerely,
Brigid Mander and Esther Judge-Lennox

--

Brigid Mander
www.brigidmander.com

PO Box 1666
Wilson, Wyoming 83014
917.847.8734

From: [Teton Preservation Board](#)
To: [Kelly Bowlin](#)
Cc: [Michael Stern](#); [Mackenzie King](#)
Subject: TCHPB Meeting results
Date: Wednesday, August 11, 2021 10:31:43 AM

Dear Kelly,

The Preservation Board met yesterday. After consideration of the submitted demolition permits, the Board finds the following.

B21-0617 for 165 N Glenwood S (Nurses Quarters)

The board recommends a 90-day stay of demolition with consideration that the structure can be moved.

B21-0647 for 430 E. Simpson

The Board did not find cause to recommend a stay of demolition.

B21-0635 for 984 Budge Drive

The Board did not find cause to recommend a stay of demolition

2036 Hidden Ranch

The demolition permit is approved, with the caveat that the cabin is relocated by 8/30/2021.

Regarding our meeting schedule, the TCHPB always meets on the second Tuesday of the month. We moved the meeting time to 4-6 pm in response to members who had a hard time attending the previous time (7-9 p,m) due to family obligations. The board met in person in July and discovered that traffic was a more significant impediment than we anticipated.

We are in the process of polling and choosing a "new" permanent meeting time. Abigail Moore is advising us on the related legal protocol. Once we've determined a final schedule, we will include you in the announcements. Our apologies for any confusion. Between COVID and the record-breaking visitation this summer, meeting is a challenge.

You can rely upon our meetings continuing to take place on the second Tuesday of each month. That has not changed, nor are we considering such a change.

Best,

Susan

--

Susan Eriksen-Meier, Consultant

Teton County Historic Preservation Board

P.O. Box 4083, Jackson WY 83001

307-690-7781



JORGENSEN
It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 203
Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com

LETTER OF TRANSMITTAL

TO: Town of Jackson Planning and Building
P.O. Box 1687
Jackson, WY 83001
Delivered in person

DATE 7.8.2021	PROJECT NO. 180105
ATTENTION:	
RE: 165 Glenwood Street Demolition Permit	

ORIGINALS	COPIES	DATE	NO.	DESCRIPTION
1		7.8.2021		Demolition Permit Application
	1	12.28.2016		Warranty Deed
	1	4.5.2019		Letter of Authorization
	1	7.8.2021		Photographs of existing exterior conditions
1		7.8.2021		Demolition Plan
	1	4.9.2019		Asbestos inspection and abatement letter
	1	3.27.2019		Asbestos testing report
	1	DRAFT		State of Wyoming Notification of Demolition and Renovation

THESE ARE TRANSMITTED as checked below:

- | | | |
|--|---|---|
| ☒ For approval | ☐ Approved as submitted | ☐ For review and comment |
| ☐ For your use | ☐ Approved as noted | ☐ Other |
| ☐ As requested | ☐ Returned for corrections | ☐ For archiving |
| ☐ FOR BIDS DUE _____ | ☐ PRINTS RETURNED AFTER LOAN TO US | |

REMARKS

To whom it may concern,

Attached please find a Demolition Permit Application and supporting material for the above reference project. The demolition permit is for 165 Glenwood Street.

Sincerely,
JORGENSEN ASSOCIATES

Joseph M Lovett, P.E.
Project Engineer

If enclosures are not as noted, kindly notify us at once

COPY TO _____

SIGNED: _____



DEMOLITION PERMIT APPLICATION

Planning & Building Department Building Division

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

For Office Use Only

Permit No.		Permit Fee:		Date Received:		Date Due:	
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APPLICABILITY. The purpose of the Demolition Permit is to review and permit demolition of structures and utilities in accordance with Town of Jackson Municipal Code Section 15.38.

When is a Demolition Permit Required?

Demolition includes the act of demolishing or removing (including removals without destruction of the component elements of the structure):

- Fifty percent or more of the exterior walls of a building as measured continuously around the building coverage; or
- Fifty percent or more of the roof area as measured in plan view (defined as the view of a building from directly above which reveals the outer perimeter of building roof areas to be measured across a horizontal plane); or
- Any exterior wall facing a public street or right of way.

PROJECT INFORMATION.

Physical Address: 165 North Glenwood, Jackson, WY 83001

PIDN: 22-41-16-28-4-10-004 Original Year Built: 1927(bld 1), 1928(bld 2)

Please answer the following questions to the best of your ability if unknown please write UNKNOWN.

Years and Description of any Additions: UNKNOWN

Years and Description of any Remodels: UNKNOWN

Years and Description of any other Demolitions: 2020, Northern two buildings

PROJECT DESCRIPTION. Describe the precise nature of the proposed activity.

Demolish existing structures and associated utilities in preparation for new development.

APPLICANT/AGENT. This is the responsible party for the permit, bonding, inspections, and execution of the work.

Name: Bear Development, LLC Phone: 262-842-0656

Mailing Address: 4011 80th Street, Kenosha, WI ZIP: 53142

E-mail: northmann@beardevelopment.com

**If applicant is other than owner, a notarized Town of Jackson Letter of Authorization must accompany this application. Only the Owner or their authorized agent may sign the application.*

PROPERTY OWNER. If other than APPLICANT

Property Owner: Roseville Ventures II, LLC Phone: 262-842-0656

Mailing Address: 4011 80th Street, Kenosha, WI ZIP: 53142

E-mail: northmann@beardevelopment.com

CONTRACTOR.

Name: Shaw Construction Phone: 307-733-8401

E-mail: chrisschuehler@shawwyoming.com License: 5579

NOTICES. <i>The following information should be considered with any demolition permit application.</i>	
A bond for the cost to abandon the water and sewer services as determined by Town Engineering is due at permit issuance.	
An Encroachment (Public Right-of-Way Permit) must be submitted prior to any work within the right-of-way.	
All work to be completed in accordance with the IBC Section 3303.	
All public and commercial / multifamily facilities must be inspected by a trained professional for the presence of asbestos prior to demolition. For more information contact Linda Dewitt the Asbestos Coordinator with the Wyoming DEQ Air Quality Division 307-777-7394.	
A notification of Demolition form is required to be sent to Asbestos.notice@wyo.gov 10-working days before the start of any demolition whether asbestos is present or not.	
Performing demolition work without a permit may result in higher permit fees, fines, and/or loss of business license.	
After Issuance permit is valid for 180 days.	
Permit Fee of \$100 is due at time of permit issuance.	
A 48-hour advanced notice is required to deliver demolition material to the County transfer station. Please call 307-733-7172.	
DEMOLITION PERMIT SUBMITTAL REQUIREMENTS. <i>In order to be considered complete the following elements must be supplied with this application (Please contact the Engineering Division at 733-3079 with any questions regarding this permit):</i>	
APPLICANT INITIALS	Application shall include the following items or acknowledgments:
4	Notarized Town of Jackson Letter off Authorization, if applicant is other than the owner.
4	Copy or receipt of written notification to the Wyoming DEQ Asbestos program. <i>See attached form for submittal to DEQ.</i>
4	Demolition Plans showing: • Extent of the demolition work • Existing utilities to be abandoned and patching in the right-of way. • Finished Conditions Plan or Statement: the vacant lot shall be backfilled and maintained to the existing grade or without slopes steeper than 2:1. • Construction access point and access stabilization methods • Equipment parking areas • Location of construction and silt fencing
4	Photographs of existing exterior conditions: • elevation photos (front, back, sides) of each building or structure intended for removal. If multiple structures or features are proposed for demolition, overall site photographs should be provided for context.

APPLICANT’S SIGNATURE, CERTIFICATION, AND AUTHORIZATION

Under penalty of perjury I hereby certify that I have read this application and state that, to the best of my knowledge, all of the information herein is true and correct and I swear that any information which may be hereafter given by me in hearing before the Planning Commission of Town of Jackson or the Town Council of the Town of Jackson shall be truthful and correct. I agree to comply with all Town, State, and Federal laws relating to the subject matter of this application and hereby authorize representatives of the Town of Jackson to enter the property described herein during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering the property.

In signing this application, I acknowledge that the Town's acceptance of this application does not constitute approval of a permit. I agree not to commence any work for which this application is being made prior to approval of this application by the appropriate Town agencies and payment of any fees due.



7-15-2021

Date

Signature of Owner or Authorized Applicant/Agent

Nick Orthmann

Name Printed

Title

WARRANTY DEED

Released	
Indexed	✓
Abstracted	✓
Scanned	

Cony Corporation, a Wyoming corporation, GRANTOR, of Teton County, Wyoming, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, and pursuant to an I.R.C. § 1031 tax deferred exchange for benefit of Grantee, CONVEYS and WARRANTS to Roseville Ventures II, LLC, a Wisconsin limited liability company, GRANTEE whose address is 4011 80th Street, Kenosha, WI 53142, the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lots 5 and 6 of Block 6 of the Original Townsite of Jackson, Teton County, Wyoming, according to that plat recorded in the office of the Teton County Clerk on July 18, 1901 as Plat No. 100.

PIN: 22-41-16-28-4-10-004

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

WITNESS our hands this 28 day of December, 2016.

GRANTOR: CONY CORPORATION
GRANTEE: ROSEVILLE VENTURES II LLC
Doc 0919653 bk 937 pg 746-746 Filed At 14:34 ON 12/28/16
Sherry L. Daigle Teton County Clerk fees: 12.00
By Mary Smith Deputy

Cony Corporation, a Wyoming corporation:

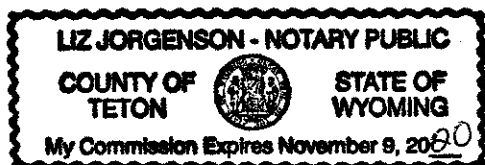
Andrew Evans Carson
Andrew Evans Carson, President/Director

James A. Roscoe
James A. Roscoe, Secretary/Director

STATE OF WYOMING)
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 28 day of December, 2016 by Andrew Evans Carson as President/Director and James A. Roscoe as Secretary/Director of Cony Corporation, a Wyoming corporation.

WITNESS my hand and official seal.



[Signature]
Notary Public
My Commission Expires: _____

LETTER OF AUTHORIZATION

Roseville Ventures II, LLC

Kenosha, WI, 53142

, "Owner" whose address is: 4015 80th Street,

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Roseville Ventures II, LLC

, as the owner of property

more specifically legally described as: Lots 1-6, Blk 6, Original Town of Jackson, Plat 100

(If too lengthy, attach description)

HEREBY AUTHORIZES Bear Development, LLC & Jorgensen Associates

as

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

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

OWNER:

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Member

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

STATE OF Wisconsin)

COUNTY OF Kenosha)

SS.

The foregoing instrument was acknowledged before me by Stephen R Mills this 5 day of April, 2019.

WITNESS my hand and official seal

Sarah E Bell

(Notary Public)

My commission expires: 5/10/22

(Seal)

SARAH E. BELL
Notary Public
State of Wisconsin



JORGENSEN

It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 203
Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com



157 Glenwood
South Elevation



157 Glenwood
North Elevation



157 Glenwood
East Elevation



157 Glenwood
West Elevation



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165 Glenwood
South Elevation



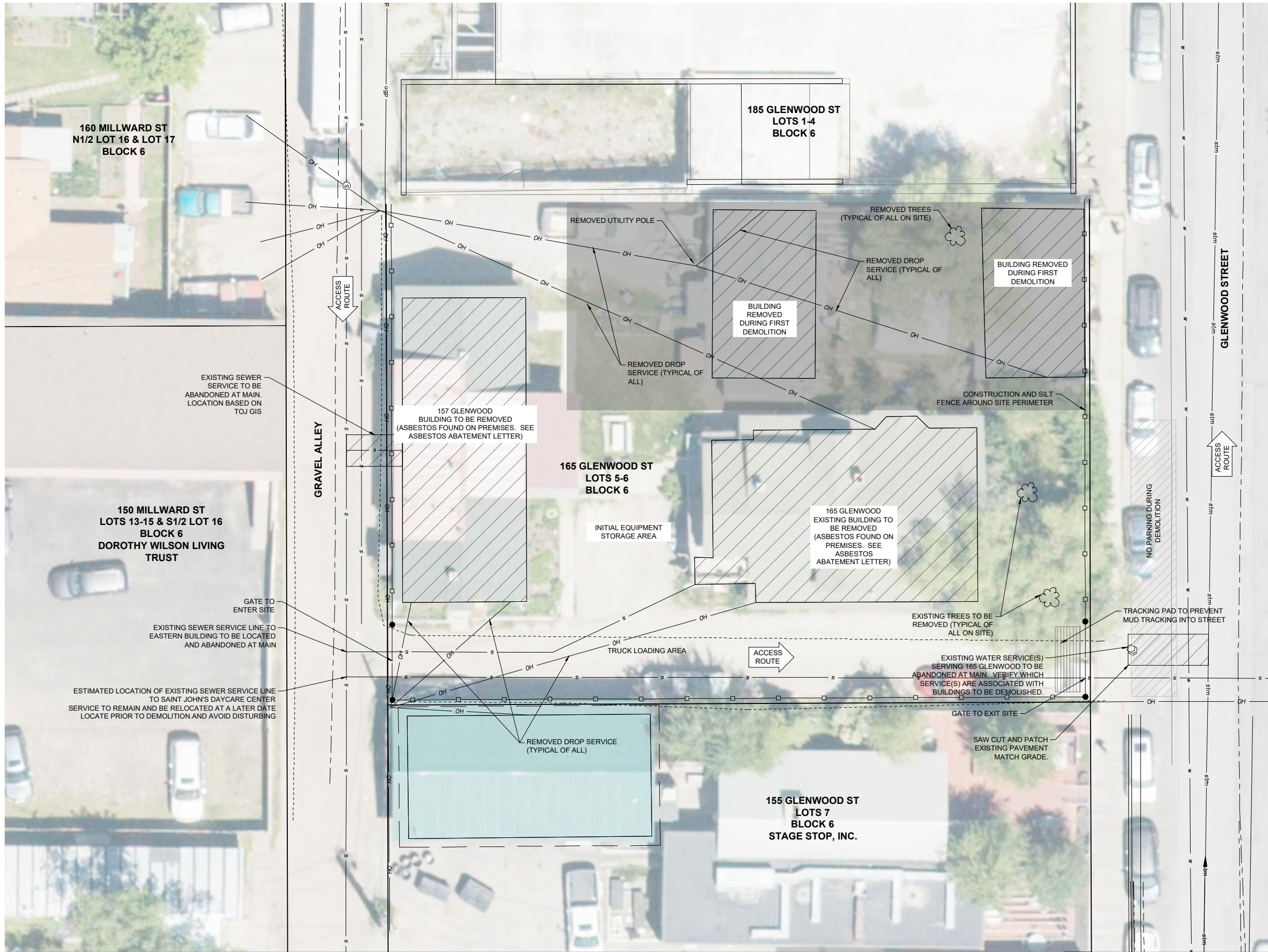
165 Glenwood
Northeast Corner



165 Glenwood
East Elevation



165 Glenwood
Northwest Corner

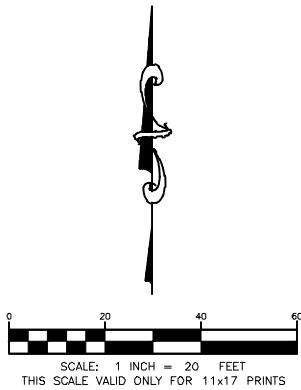


=LEGEND=

	SUBJECT PROPERTY LINE
	ADJACENT PROPERTY LINE
	CENTERLINE OF STREET
	EDGE OF PAVEMENT
	EDGE OF GRAVEL
	EDGE OF CONCRETE
	TOP BACK OF CURB
	FLOWLINE
	OVERHEAD LINE
	SANITARY SEWER LINE
	BUILDING - SIDING
	BUILDING - EAVES OF ROOF
	ELECTRIC TRANSFORMER
	SEWER MANHOLE
	SURVEY STAKE
	TELEPHONE PEDESTAL
	ELECTRIC METER
	UTILITY POLE
	CURBSTOP

NOTE:

- ALL WORK TAKING PLACE IN TOWN OF JACKSON STREETS OR RIGHT OF WAYS REQUIRES A TOWN OF JACKSON RIGHT-OF-WAY PERMIT
- IF BUILDING PERMIT FOR DEVELOPMENT IS NOT ISSUED AT TIME OF DEMOLITION, VACANT LOT SHALL BE BACKFILLED TO APPROXIMATELY FLAT WITH NO SLOPES EXCEEDING 2:1. MITIGATION SHALL BE CONDUCTED FOR WEEDS AND INVASIVE SPECIES.





JORGENSEN
It's About People, Trust and Know How

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Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com

9 April 2019

To Whom It May Concern;

On March 25, 2019, I inspected three buildings located at 157, 165, and 175 North Glenwood Street in Jackson, Wyoming for the presence of any Asbestos Containing Building Materials (ACBM). The 157 and 165 buildings are older residences that have been divided into apartments; eight in 157 and three in 165. The 175 building houses a craft shop on the street side with a living area in the rear.

I inspected each apartment for suspect ACBM and collected bulk samples of said suspect materials. The samples were sent to EMSL Laboratories for analysis using Polarized Light Microscopic technology. The attached lab report indicated the following:

Bldg..157; all of the exterior siding is asbestos containing "transite"

The attic contains "vermiculite insulation, however using the State recommended method of analysis (TEM CARB 435) the amount of asbestos present was less than the 1% threshold.

Bldg..165; The duct work in the basement used asbestos containing "duct tape" to seal the duct joints.

The ducts may extend into the walls or floors of the upper levels.

In apt. #1, the old ceiling in the kitchen has asbestos in the decorative texture.

Bldg..175 No asbestos was found.

All of the asbestos identified in these buildings will have to be removed by certified personnel prior to demolition.

Steve Harrington
Asbestos Inspector



EMSL Analytical, Inc.

307 West 38th Street New York, NY 10018

Tel/Fax: (212) 290-0051 / (212) 290-0058

<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 031906531

Customer ID: JORG50

Customer PO:

Project ID:

Attention: Steve Harrington
Jorgensen Associates, PC
1315 South Hwy. 89
Suite 201
Hoback Junction, WY 83001
Project: 19706/ SOUTH GLENWOOD ST, WY

Phone: (307) 733-5150
Fax: (307) 733-5187
Received Date: 03/26/2019 11:12 AM
Analysis Date: 03/27/2019
Collected Date: 03/25/2019

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
NG-1D 031906531-0001	DUCT TAPE BASEMENT 165 APT #1	Gray Fibrous Homogeneous	13% Synthetic	30% Ca Carbonate 7.0% Non-fibrous (Other)	50% Chrysotile
NG-2W 031906531-0002	SHEETROCK BASEMENT 165 APT #1	White Fibrous Homogeneous	6% Cellulose	60% Gypsum 34.0% Non-fibrous (Other)	None Detected
NG-3C 031906531-0003	CEILING TEXTURED KITCHEN APT #2	Yellow Non-Fibrous Homogeneous		60% Ca Carbonate 38.0% Non-fibrous (Other)	2% Chrysotile
NG-4F 031906531-0004	SHEET FLOORING KITCHEN + BATH APT #2	Gray/White Fibrous Homogeneous	10% Cellulose 3% Glass	87.0% Non-fibrous (Other)	None Detected
NG-4F-Adhesive 031906531-0004A	SHEET FLOORING KITCHEN + BATH APT #2	Yellow Non-Fibrous Homogeneous	25% Cellulose	75.0% Non-fibrous (Other)	None Detected
NG-5C 031906531-0005	2X4 CEILING TILE KITCHEN APT #2	Tan Fibrous Homogeneous	70% Cellulose	30.0% Non-fibrous (Other)	None Detected
NG-6C 031906531-0006	CEILING PLASTER APT #3	White Non-Fibrous Homogeneous		70% Ca Carbonate 30.0% Non-fibrous (Other)	None Detected
NG-7F 031906531-0007	12X12 FLOOR TILE KITCHEN APT #3	Tan Non-Fibrous Homogeneous		60% Ca Carbonate 40.0% Non-fibrous (Other)	None Detected
NG-7F-Mastic 031906531-0007A	12X12 FLOOR TILE KITCHEN APT #3	Tan Non-Fibrous Homogeneous		40% Ca Carbonate 60.0% Non-fibrous (Other)	None Detected
NG-8F 031906531-0008	FLOORING BATH APT #3	Brown Non-Fibrous Homogeneous	10% Cellulose	90.0% Non-fibrous (Other)	None Detected

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Initial report from: 03/27/2019 19:22:08



EMSL Analytical, Inc.

307 West 38th Street New York, NY 10018

Tel/Fax: (212) 290-0051 / (212) 290-0058

<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 031906531

Customer ID: JORG50

Customer PO:

Project ID:

Attention: Steve Harrington
Jorgensen Associates, PC
1315 South Hwy. 89
Suite 201
Hoback Junction, WY 83001
Project: 19706/ SOUTH GLENWOOD ST, WY

Phone: (307) 733-5150
Fax: (307) 733-5187
Received Date: 03/26/2019 11:12 AM
Analysis Date: 03/27/2019
Collected Date: 03/25/2019

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
NG-8F-Mastic 031906531-0008A	FLOORING BATH APT #3	Green Non-Fibrous Homogeneous	5% Cellulose	60% Ca Carbonate 35.0% Non-fibrous (Other)	None Detected
NG-9S 031906531-0009	TRANSITE SIDING 157 N GLENWOOD	Gray/White Fibrous Homogeneous		60% Ca Carbonate 22.0% Non-fibrous (Other)	18% Chrysotile
Inseparable paint / coating layer included in analysis					
NG-10F 031906531-0010	SHEET FLOORING KITCHEN + BATH APT #6	Tan Fibrous Homogeneous	15% Cellulose 2% Glass	83.0% Non-fibrous (Other)	None Detected
NG-11W 031906531-0011	WALL TREATMENT 175 N GLENWOOD	Gray Non-Fibrous Homogeneous	4% Cellulose	60% Gypsum 36.0% Non-fibrous (Other)	None Detected
NG-12W 031906531-0012	WALL TREATMENT 175 N GLENWOOD	Gray/White Non-Fibrous Homogeneous	4% Cellulose	15% Ca Carbonate 60% Gypsum 21.0% Non-fibrous (Other)	None Detected

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Initial report from: 03/27/2019 19:22:08

ASB_PLMMwSigs_0007_0001 Printed:3/27/2019 7:22:24PM

Page 2 of 3



EMSL Analytical, Inc.

464 McCormick Street San Leandro, CA 94577

Phone/Fax: (510) 895-3675 / (510) 895-3680

<http://www.EMSL.com> / sanleandrolab@emsl.com

EMSL Order: 091907176

Customer ID: JORG50

Customer PO: 19706

Project ID:

Attention: Steve Harrington
Jorgensen Associates, PC
1315 South Hwy. 89
Suite 201
Hoback Junction, WY 83001
Project: NORTH GLENWOOD / 157-7

Phone: (307) 733-5150
Fax: (307) 733-5187
Received: 03/28/2019 9:45 AM
Analysis Date: 03/28/2019
Collected:

Test Report: PLM Analysis of Bulk Samples for Asbestos via EPA 600/R-93/116 Method with CARB 435 Prep (Milling) Level A for 0.25% Target Analytical Sensitivity

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
NG-13A 091907176-0001	ATTIC INSULATION	Brown Non-Fibrous Homogeneous		30% Mica 69.75% Non-fibrous (Other)	0.25% Tremolite

Analyst(s)

Cecilia Yu (1)

Matthew Batongbacal
or other approved signatory

This report relates only to the samples listed above and may not be reproduced except in full, without EMSL's written approval. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. EMSL is not responsible for sample collection activities or method limitations. Some samples may contain asbestos fibers below the resolution limit of PLM. EMSL recommends that samples reported as none detected or less than the limit of detection undergo additional analysis via TEM. Samples received in good condition unless otherwise noted.

Samples analyzed by EMSL Analytical, Inc San Leandro, CA

Initial report from: 03/28/2019 18:28:43



EMSL Analytical, Inc.

307 West 38th Street New York, NY 10018

Tel/Fax: (212) 290-0051 / (212) 290-0058

<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 031906531

Customer ID: JORG50

Customer PO:

Project ID:

Attention: Steve Harrington
Jorgensen Associates, PC
1315 South Hwy. 89
Suite 201
Hoback Junction, WY 83001
Project: 19706/ SOUTH GLENWOOD ST, WY

Phone: (307) 733-5150
Fax: (307) 733-5187
Received Date: 03/26/2019 11:12 AM
Analysis Date: 03/27/2019
Collected Date: 03/25/2019

The samples in this report were submitted to EMSL for analysis by Asbestos Analysis of Bulk materials via EPA/600 (0513) Method using Polarized Light Microscopy. The reference number for these samples is the EMSL Order ID above. Please use this reference number when calling about these samples.

Report Comments:

Sample Receipt Date: 03/26/2019

Sample Receipt Time: 11:12 AM

Analysis Completed Date: 03/27/2019

Analysis Completed Time: 5:08 PM

Analyst(s):

Christopher Cemansky PLM (15)

Samples Reviewed and approved by:

James Hall, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

The following form is a **partially completed** version of the *State of Wyoming Notification of Demolition and Renovation*

Sections I-V have been completed

Sections VI-XIX must be completed

The form shall be completed and submitted to the Wyoming Asbestos program by email (asbestos.notice@wyo.gov) or fax (307-777-6937) at least 10 working days prior to beginning of demolition

Figure 3
STATE OF WYOMING
 NOTIFICATION OF DEMOLITION AND RENOVATION

I. FACILITY DESCRIPTION (INCLUDE BUILDING NAME, NUMBER, AND FLOOR OR ROOM NUMBER)					
BLDG NAME: 157 Glenwood, 165 Glenwood					
ADDRESS: 165 North Glenwood Street					
CITY: Jackson		STATE: Wyoming		CONTACT: Chris Schuehler	
SITE DESCRIPTION (type of material being removed) Complete demolition of both buildings					
II. FACILITY INFORMATION (IDENTIFY OWNER, REMOVAL CONTRACTOR, AND OTHER OPERATOR)					
OWNER NAME: Roseville Ventures II, LLC					
ADDRESS: 4011 80th Street					
CITY: Kenosha		STATE: Wisconsin		ZIP: 53142	
CONTACT: Nick Orthmann				TEL: 262-842-0656	
REMOVAL CONTRACTOR: Shaw Construction					
ADDRESS: 460 South Cache Street					
CITY: Jackson		STATE: Wyoming		ZIP: 83001	
CONTACT: Chris Schuehler				TEL: 307-413-4185	
OTHER OPERATOR: Fish Creek Excavation					
ADDRESS: 4070 Pub Place					
CITY: Jackson		STATE: Wyoming		ZIP: 83001	
CONTACT: Josh Frappert				TEL: 307-733-4677	
BUILDING SIZE: 157 Glenwood: 3392sf		165 Glenwood: 2680sf		NUM OF FLOORS: 2 (both buildings)	
				AGE IN YEARS: ~95 years	
PRESENT USE: Residential		PRIOR USE: Residential			
III. TYPE OF OPERATION (D=DEMO O=ORDERED DEMO R=RENOVATION E=EMER. RENOVATION): D					
IV. IS ASBESTOS PRESENT? (YES/NO) Yes					
V. PROCEDURE, INCLUDING ANALYTICAL METHOD, IF APPROPRIATE, USED TO DETECT THE PRESENCE OF ASBESTOS MATERIAL: Polarized Light Microscopic Technology (EMSL Laboratories)					
VI. SCHEDULED DATES ASBESTOS REMOVAL (MM/DD/YY)		START:		COMPLETE:	
VII. SCHEDULED DATES DEMO/RENOVATION (MM/DD/YY)		START:		COMPLETE:	
VIII. SCHEDULED WORK HOURS:		START:		COMPLETE:	
IX. APPROXIMATE AMOUNT OF ASBESTOS, INCLUDING: 1. REGULATED ACM TO BE REMOVED 2. CATEGORY I ACM NOT REMOVED 3. CATEGORY II ACM NOT REMOVED	RACM TO BE REMOVED	NONFRIABLE ASBESTOS MATERIAL TO BE REMOVED		NONFRIABLE ASBESTOS MATERIAL NOT TO BE REMOVED	
		CAT I	CAT II	CAT I	CAT II
PIPES					
SURFACE AREA					
VOL. RACM OFF FACILITY COMPONENT					
X. DESCRIPTION OF PLANNED DEMOLITION OR RENOVATION WORK, AND METHOD(S) TO BE USED:					
XI. DESCRIPTION OF WORK PRACTICES AND ENGINEERING CONTROLS TO BE USED TO PREVENT EMISSIONS OF ASBESTOS AT THE DEMOLITION AND RENOVATION SITE:					

Figure 3. NOTIFICATION OF DEMOLITION AND RENOVATION (continued)

XII. TYPE OF NOTIFICATION (O=ORIGINAL R=REVISED C=CANCELLED):		WPR Notice?
XIII. WASTE TRANSPORTER #1		
NAME:		
ADDRESS:		
CITY:	STATE:	ZIP:
CONTACT PERSON:		TELEPHONE:
WASTE TRANSPORTER #2		
NAME:		
ADDRESS:		
CITY:	STATE:	ZIP:
CONTACT PERSON:		TELEPHONE:
XIV. WASTE DISPOSAL SITE		
NAME:		
LOCATION:		
CITY:	STATE:	ZIP:
TELEPHONE:		CONTACT PERSON:
XV. IF DEMOLITION ORDERED BY A GOVERNMENT AGENCY, PLEASE IDENTIFY THE AGENCY BELOW: N/A		
NAME:		TITLE:
AUTHORITY:		
DATE OF ORDER (MM/DD/YY):		DATE ORDERED TO BEGIN (MM/DD/YY):
XVI. FOR EMERGENCY RENOVATIONS N/A		
DATE AND HOUR OF EMERGENCY (MM/DD/YY):		
DESCRIPTION OF THE SUDDEN, UNEXPECTED EVENT:		
EXPLANATION OF HOW THE EVENT CAUSED UNSAFE CONDITIONS OR WOULD CAUSE EQUIPMENT DAMAGE OR AN UNREASONABLE FINANCIAL BURDEN:		
XVII. DESCRIPTION OF PROCEDURES TO BE FOLLOWED IN THE EVENT THAT UNEXPECTED ASBESTOS IS FOUND OR PREVIOUSLY NONFRIABLE ASBESTOS MATERIAL BECOMES CRUMBLED, PULVERIZED, OR REDUCED TO POWDER.		
XVIII. I CERTIFY THAT AN INDIVIDUAL TRAINED IN THE PROVISIONS OF THIS REGULATION (40 CFR PART 61, SUBPART M) WILL BE ON-SITE DURING THE DEMOLITION OR RENOVATION AND EVIDENCE THAT THE REQUIRED TRAINING HAS BEEN ACCOMPLISHED BY THIS PERSON WILL BE AVAILABLE FOR INSPECTION DURING NORMAL BUSINESS HOURS (REQUIRED 1 YEAR AFTER PROMULGATION).		
_____		(SIGNATURE OF OWNER/OPERATOR) (DATE)
XIX. I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT.		
_____		(SIGNATURE OF OWNER/OPERATOR) (DATE)

ORDINANCE O

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1214 AND 1221 AND SECTIONS 2.2.6 AND 6.1.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING ALLOWED USES IN THE NEIGHBORHOOD LOW DENSITY-5 (NL-5) ZONING DISTRICT.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1214 and No. 1221, and Sections 2.2.6 and 6.1.1 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

(See next page)

2.2.6. NL-5 Neighborhood Low Density-5 (3/6/19, Ord. 1214)

B.3. Scale of Development

Scale of Development (Sec. 9.4.13.)	
Floor area ratio (FAR max)	
1 unit	.30
2 units	.35
3 units	.40 E.3
All other allowed uses	.40
Individual Building (max gross floor area)	10,000 sf

C. Allowed Uses and Use Standards

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Open Space					
Agriculture (6.1.3.B.)	B	n/a	n/a	n/a	exempt
Residential					
Detached Single-Family Unit (6.1.4.B.) (E.1)	Y	(E.1)	8,000 sf habitable-excluding basement	2/DU	$0.000017(sf) + (Exp(-15.49 + 1.59 \cdot \ln(sf))) / 2.176$
Attached Single-Family (6.1.4.C.)	B	(E.1)		1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt (E.3)
Apartment (6.1.4.D.) (E.2)	B	(E.1)		1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Dormitory (6.1.4.F.)	C	n/a	n/a	1/bed	exempt
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	exempt
Institutional					
Assembly (6.1.8.B.)	C	n/a	n/a	independent calculation	independent calculation
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a	n/a	1/employee + 1/stored vehicle	$0.000123 \cdot sf$

Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.2.), C=Conditional Use Permit (Sec. 8.4.3.),

D.1. Allowed Subdivision and Development Options

Allowed Subdivision Options		
Land Division	7,500 sf	(Sec. 7.2.3.)
<u>Condominium/Townhouse</u>	<u>n/a</u>	<u>(Sec. 7.2.4.)</u>

E. Additional Zone-specific Standards

E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the NL-5 zone.

1. **Single-Family Detached, Single-Family Attached, Apartment, or ARU.** No more than 3 units of any combination are permitted on the lot.
2. **Apartment and ARU Occupancy.** Occupancy of an apartment or ARU shall be restricted to persons employed within Teton County, in accordance with the Jackson/Teton County Housing Rules and Regulations or the occupants shall be members of the same family occupying the principal dwelling unit, such as parents or adult children, or intermittent, nonpaying guests
3. **Condominium or Townhouse.** Condominium or Townhouse subdivision is only allowed if all units on the property are permanently deed restricted to the satisfaction of the Jackson/Teton County Housing Department. The Restriction must permanently restrict use and occupancy of each dwelling unit to households that work locally and occupy the unit as their primary residence. If three units are built on a site or lot, an additional 600 sf of above-ground floor area shall be granted.

6.1.1. Use Schedule (3/5/19, Ord. 1221)

F. Use Table

Use Schedule: Town Character Zones															
USE CATEGORY	Complete Neighborhood Zones													Rural Area Zones	Def/ Stds
Specific Use	NL-1	NL-2	NL-3	NL-4	NL-5	NM-1	NM-2	NH-1	DC	CR-1	CR-2	CR-3	OR	n/a	
Open Space															<u>6.1.3</u>
Agriculture	B	B	B	B	B	B	--		--	--	--	--	--	--	<u>6.1.3.B</u>
Outdoor Recreation	--	--	--	--	--	--	--	--	--	--	--	--	--	--	<u>6.1.3.C</u>
Residential															<u>6.1.4</u>
Detached Single-Family Unit	Y	Y	Y	Y	Y ^Z	Y	Y	Y	--	--	--	--	--	--	<u>6.1.4.B</u>
Attached Single-Family Unit	--	--	--	--	B^Z	B	B ^Z	B	B	B	B	B	B	--	<u>6.1.4.C</u>
Apartment	--	--	--	--	B ^Z	B	B ^Z	B	B	B	B	B	B	--	<u>6.1.4.D</u>
Mobile Home	--	--	--	--	--	--	--	--	--	--	--	--	--	--	<u>6.1.4.E</u>
Dormitory	--	--	--	--	C	C	B	C	C	C	C	B	C	--	<u>6.1.4.F</u>
Group Home	C ^Z	C ^Z	--	--	C	C	B	C	C	C	C	C	C	--	<u>6.1.4.G</u>

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION VI.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE _____ DAY OF _____, 2021.

PASSED 2ND READING THE _____ DAY OF _____, 2021.

PASSED AND APPROVED THE _____ DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Lynsey Lenamond, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2021.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Lynsey Lenamond, Town Clerk

MEMORANDUM

TO: Mayor and Town Council
FR: Larry Pardee, Town Manager
DT: October 4, 2021
RE: Town Manager's Report

Council Rules and Procedures

After direction provided on April 12, 2021 and July 6, 2021, staff has conducted an extensive amount of research on the update to the Council Rules and Procedures. We have been able to move up the timeline for this issue and it is now scheduled to come before the Town Council at the October 11, Council Priority workshop which will be held from 9:00 AM – 12:00 PM. The time set aside on October 11 will be for the Council to enter into dialogue regarding the Rules and Procedures with potential action scheduled for the October 18 regular Town Council meeting.

Interim Transit Director

As noted in an announcement from Darren Brugmann, the Town is contracting with First Transit for an interim Transit Director. At the time of preparation of the Town Manager's report, staff was still working on final edits to the document to address liability insurance and mileage reimbursement. Bruce Abel has been selected to serve in this contract role. Bruce has years of management experience serving as General Manager/Director level positions in larger transit systems such as Denver RTD and the Roaring Fork Transit Agency (RFTA) in Colorado as well as other agencies in Colorado and North Carolina. Bruce is expected to arrive in Jackson on October 11 to begin work and Darren Brugmann will be available to provide for a smooth transition. The Town is currently working with Prothman on our second round of recruitment to fill the position on a regular basis.