

Jackson Town Council Regular Meeting

July 5, 2022

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/84809448622?pwd=u9oqdY15WG-PSD_himS2YvJWVfGNiX.1

If the link does not work, join at zoom.com with Webinar ID **848 0944 8622** Password: **83001**

or join by phone **+1 669 900 9128** with Webinar ID **848 0944 8622** and Password: **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations
 - 1. Introduce Flavianna Hawley, Public Works Facilities Intern, and Clementine Furber, Public Works Engineering Intern

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. June 21, 2022 Workshop
 - 2. June 21, 2022 Regular Town Council Meeting
- B. Disbursements
- C. P22-110 Million Pound Party Temporary Sign (Paul Anthony)
- D. P22-128 Stomp the Divots Temporary Sign (Paul Anthony)
- E. P22-142 Fire on the Mountain Temporary Sign (Paul Anthony)
- F. North Cache Parking Study (Floren Poliseo)
- G. Fall Street Patching (Brian Lenz)
- H. Cleaning Contract (Floren Poliseo)
- I. 55-1 Virginian Lane Special Restriction (Stacy Stoker)

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. Town Attorney Contract (Roxanne Robinson)

K. 3 Creek Homeowners Association Settlement Agreement (Lea Colasuonno)

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

A. Housing

1. S4 Flats/910 Smith and 915 Simon - Purchase Agreement & Ground Lease (Kristi Malone)

B. Planning

1. P22-071: Development Plan at 50 S. Cache and 45 & 75 E. Pearl (Tyler Valentine)

VI. RESOLUTIONS

A. Resolution 22-15: Fee Schedule (Kelly Thompson)

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.

Introduction of Clementine Furber, Facilities Intern

Clementine Furber graduated from Tulane University in 2021 with a degree in Biomedical Engineering. This summer they will be interning with the Public Works Engineering division, learning the ins and outs of municipal and environmental engineering in the Town of Jackson. In their free time they like to sail, explore, and be outside.

Introduction of Flavianna Howley, Engineering Intern

Flavianna is a recent graduate of the University of Utah, where she pursued a degree in sociology. She is driven by the desire to learn and is fascinated by anthropology, aviation, and mapmaking. She is grateful for the opportunity to be here for the summer!

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JUNE 21, 2022

JACKSON, WYOMING

The Jackson Town Council met in regular workshop in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 1:30 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: *In-person:* Mayor Hailey Morton Levinson, Arne Jorgensen, Jessica Sell Chambers, and Jim Rooks. *Via Zoom:* Jonathan Schechter.

STAFF: Larry Pardee, Roxanne Robinson, Lea Colasuonno, Tyler Sinclair, Paul Anthony, Tyler Valentine, Michael Palazzolo, Carl Pelletier, Floren Poliseo, Johnny Ziem, Susan Scarlata, Kelly Thompson, Lynsey Lenamond, and Riley Taylor.

Director Updates. April Norton and Kelly Thompson gave updates on behalf of the Housing and Finance Departments, respectively.

Budget Discussion. Larry Pardee and Kelly Thompson made staff comment. Council held discussion with staff. No motion was made.

Residential and Short Term Rental Definitions and Requirements. Tyler Sinclair and Lea Colasuonno made staff comment. Council held discussion with staff. Barbara Hoeft made public comment. A motion was made by Arne Jorgensen and seconded by Jim Rooks to continue the item to the next available workshop and direct staff to bring back a scoping staff report defining next steps, as discussed. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Council recessed at 3:30 p.m. and reconvened at 3:37 p.m.

Naming Public Places Policy. Roxanne Robinson and Lea Colasuonno made staff comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to direct staff to draft a policy for the naming public places for Council to consider at a future Town Council meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

A motion was made by Jim Rooks and seconded by Mayor Morton Levinson to direct staff to research and bring forth best possible public place locations to be named in honor of Lance Corporal Rylee McCollum at the next available meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks 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 4:00 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: June 15, 2022

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JUNE 21, 2022

JACKSON, WYOMING

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

TOWN COUNCIL: *In-person*: Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Rooks, and Jessica Sell Chambers. *Via Zoom*: Jonathan Schechter.

STAFF: Larry Pardee, Roxanne Robinson, Lea Colasuonno, Tyler Sinclair, Paul Anthony, Tyler Valentine, Michael Palazzolo, Carl Pelletier, Floren Poliseo, Johnny Ziem, Susan Scarlata, Kelly Thompson, Lynsey Lenamond, and Riley Taylor.

Mayor Morton Levinson recited the pledge of allegiance and introduced Drew Barrie, Planning Department Intern.

Public Comment. There was no public comment.

Consent Calendar. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to approve the consent calendar including items A-Q as presented with the following motions.

A. **Meeting Minutes.** To approve the meeting minutes as presented for the June 6, 2022 Special Town Council Meeting and June 6, 2022 Regular Town Council Meeting.

B. **Disbursements.** ACE HARDWARE \$1,240.72; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$94,514.16; AMAZON \$93.82; AMERIWEST WATER SERVICES \$16,630.00; ANTHONY, PAUL \$147.96; ANTLER MOTEL, INC. \$1,200.00; ARISTORENAS, MARIA \$450.00; AT&T \$251.88; BADILLO, MARCELA \$450.00; BERGMAN, PIERRE \$450.00; BISON LUMBER \$35.01; BLISS CARGO \$37.52; BLUE SPRUCE CLEANERS, INC. \$151.70; BRIGGS, ERIC L \$390.50; BRIGHTLY \$950.00; BRISTOL, JAMES \$115.00; CARQUEST AUTO PARTS INC. \$55.41; CASELLE INC. \$1,867.00; CASH \$158.00; CASPER STAR TRIBUNE \$451.15; CERTIFIED LABORATORIES \$375.45; CHILD SUPPORT SERVICES UTAH \$220.85; CITY OF DRIGGS \$7,998.53; CONRAD & BISCHOFF INC. \$45,718.76; CONTROL SYSTEM TECHNOLOGY, INC. \$300.00; COPYWORKS, LLC \$39.87; CORE & MAIN LP \$12,509.86; CREATIVE ENERGIES, LLC \$1,350.78; DARKTRACE HOLDINGS LIMITED \$44,640.50; DAY, JEAN \$450.00; DEAN'S PEST CONTROL LLC \$800.00; DELTA DENTAL PLAN OF WYOMING \$11,658.30; DIAMOND VOGEL PAINTS, INC. \$19,049.95; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$450.00; DYNAMIC CONTROLS, LLC \$4,820.70; E.R. OFFICE EXPRESS -\$19.89; ELITE EDGE FIREARMS TRAINING \$200.00; ENTERSECT \$10.00; EVOLUTION CONCRETE CUTTING \$8,195.00; FIRST TRANSIT \$36,991.80; FITZGERALD, TODD \$1,665.50; FLEETPRIDE \$440.19; FREEDOM MAILING SERVICE INC. \$1,796.37; FREEDOM SERVICES \$1,588.00; FRITTS, JASON \$450.00; GALVESTON COUNTY SHERIFFS OFFICE \$75.00; GE SOFTWARE \$370.00; GILLIG LLC \$1,314.20; GRAINGER \$891.07; GYM OUTFITTERS INC \$129.00; H2O PRO DIAGNOSTICS \$9,547.00; HACH CHEMICAL CO. \$738.06; HARRISON HOSPITALITY \$48,000.00; HEALTH TECHNOLOGY \$1,160.70; HEALTHIEST YOU \$2,646.00; HERNANDEZ, BRANDON \$450.00; HIGH COUNTRY LINEN \$489.80; HIRST APPLGATE, LLP \$1,170.00; HUNT CONSTRUCTION INC \$8,969.99; HYATT, REBECCA \$235.79; IDAHO FALLS PETERBILT \$418.50; INTERSTATE BATTERY \$249.90; IVY OUTDOOR SERVICES LLC \$17,448.75; J.J. KELLER & ASSOC. INC. \$1,106.53; JACKSON CURBSIDE INC. \$1,035.00; JACKSON HOLE NEWS & GUIDE \$6,129.33; JACKSON HOLE PUBLIC ART \$3,000.00; JACKSON LUMBER INC \$114.52; JH20 WATER CONDITIONING & FILTRATION \$63.00; JIM'S TROPHY ROOM \$29.00; KGA-CHEY, LLC \$167,930.39; KRUEGER, ERICA JADE \$450.00; LANCASTER, JUSTIN \$100.00; LOWER VALLEY ENERGY INC \$34,945.12; LSC TRANSPORTATION CONSULTANTS, INC. \$630.00; MEXIA, DOMINGO \$480.00; MOBILITY FOREFRONT LLC -\$35,000.00; NAPA AUTO PARTS INC. \$499.51; NELSON ENGINEERING \$15,991.18; NEWMAN SIGNS, INC. \$482.90; NOLAD, STACY \$450.00; ONE CALL OF WYOMING \$386.25; OTIS ELEVATOR COMPANY \$3,321.84; PINE NEEDLE EMBROIDERY \$60.00; PORCUPINE NURSERY, INC. \$192.00; PRAZMA PAINT & AUTO BODY \$728.00; PREMIER TRUCK- SALT LAKE CITY \$1,825.51; PROTERRA \$2,152.85; PRO-WEST & ASSOC., INC. \$2,800.00; QUICK BROWN FOX LLC \$275.00; RT1 INC \$74.94; RUI INC. DBA VILLAGE GARDNER \$506.00; SAFELITE FULFILLMENT INC \$702.58; SANCHEZ-MACHUCA, ROSA \$450.00; SCHOW'S TRUCK CENTER \$545.70; SIGN IT NOW INC \$267.15; SILVER CREEK SUPPLY \$12.41; SILVERSTAR \$869.73; SIMPLE SOLUTIONS, LLC \$282.30; SINCLAIR, TYLER \$147.96; SMITH, SHANE \$3,333.55; SNAKE RIVER ROASTING \$108.90; SPECTRUM \$99.99; SPRING CREEK ANIMAL HOSPITAL \$204.68; SPSC POA - SOUTH PARK SERVICES CTR POA \$300.09; ST JOHN'S HOSPITAL \$130.00; SUNRISE ENVIRONMENTAL \$135.42; SWAGIT PRODUCTIONS, LLC \$1,775.00; TEAM LABORATORY CHEMICAL CORP \$1,795.00; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$32.50; TETON COUNTY SHERIFF'S-JAIL \$576.00; TETON MOTORS INC \$32.95; TETON RENTAL CENTER \$26.00; THOMAS DRILLING, INC. \$277,080.07; THOMSON WEST \$911.82; TMSC LLC

\$11,594.80; TREFREN, TRACEY \$335.22; ULINE \$146.24; UPPER CASE PRINTING INK \$169.56; US POSTAL SERVICE \$265.00; VERIZON WIRELESS \$9,764.95; VISION SERVICE PLAN - (WY) \$3,735.39; WAMCO LAB, INC. \$350.00; WESTERN STATE \$8,948.00; WHITE GLOVE CLEANING, INC. \$11,121.79; WILSON, ELISA \$2,400.00; WOOD ENVIRONMENT & INFRASTRUCTURE \$898.00; WY CHILD SUPPORT ENFORCEMENT \$146.76; WYOMING GARAGE DOOR, LLC \$2,227.00; WYOMING LAW ENFORCEMENT \$120.00; WYOMING.COM INC \$10.00; WY-TEST \$425.00; YELLOW IRON EXCAVATION, LLC \$230.00; ZIEM, JOHNNY \$280.00; ZOOM VIDEO COMMUNICATIONS, INC \$46.56

- C. **May Municipal Court Report.** To accept the Maury Municipal Court Report into record.
- D. **P22-105 Teton Mudpots Temporary Sign.** To approve temporary banner application (P22-105) for Teton Mudpots Summer Fundraising Sale, including the three conditions of approval recommended by the Planning Director in the staff report dated June 21, 2022.
- E. **P22-108 White Horse Social Temporary Sign.** To approve temporary banner application (P22-108) for Horse Warriors White Horse Social, including the three conditions of approval recommended by the Planning Director in the staff report dated June 21, 2022.
- F. **P22-121 Nature Conservancy Temporary Sign.** To approve temporary banner application (P22-121) for The Nature Conservancy – Hope in Action, including the three conditions of approval recommended by the Planning Director in the staff report dated June 21, 2022.
- G. **P22-123 Becoming Jackson Whole Temporary Sign.** To approve temporary banner application (P22-123) for Becoming Jackson Whole TRYathlon, including the three conditions of approval recommended by the Planning Director in the staff report dated June 21, 2022.
- H. **P22-136 JH Half Marathon Temporary Sign.** To approve temporary banner application (P22-136) for JH Half Marathon, including the three conditions of approval recommended by the Planning Director in the staff report dated June 21, 2022.
- I. **Special Event: 4th of July Street Breakfast.** To approve the special event application made by the Jackson Hole Lions Club for the Annual 4th of July Street Breakfast on July 4, 2022 subject to the conditions and restrictions listed in the staff report.
- J. **Special Event: 4th of July Parade.** To approve the special event application made by the Jackson Hole Chamber of Commerce to host the annual Fourth of July Parade on July 4, 2022 subject to the conditions and restrictions listed in the staff report.
- K. **Special Event: 4th of July Fireworks.** to approve the special event application made by the Jackson Hole Chamber of Commerce to host the annual Fourth of July Parade on July 4, 2022 subject to the conditions and restrictions listed in the staff report.
- L. **Special Event: Elkhorn 100 Endurance Run.** To approve the special event application made by Limber Pine Outdoors for their Elkhorn 100 Endurance Run on July 30, 2022 subject to the conditions and restrictions listed in the staff report.
- M. **Special Event: Horizon Fine Art Visiting Artist Demonstrations.** To approve the special event application made by Horizon Fine Art Gallery for their “All Women, All Wyoming” outdoor artist demonstrations on July 2 and 3, 2022 subject to the conditions and restrictions listed in the staff report.
- N. **Special Event: TCSAR Summer Party.** To approve the special event application made by the Teton County Search and Rescue Foundation for a Summer Party for Volunteers and Family Members on August 25, 2022 subject to the conditions and restrictions listed in the staff report.
- O. **Core Services Vehicle Maintenance Professional Services Amendment.** To approve Amendment #1 to the Phase 2 Owner-Engineer Agreement for the Core Services Vehicle Maintenance Facility Designing, Engineering, Bidding, and Permitting Professional Services in the amount of \$175,509.

P. **2010 SPET Solar Art Mural.** To approve the expenditure of \$34,775 from the 2010 Energy SPET Fund towards the construction of the Solar Mural electric solar system project to be located on the Budge Pump House.

Q. **Parklet Ambassador MOU.** To approve the Memorandum of Understanding Between the Town of Jackson and the Jackson Hole Chamber of Commerce, subject to any minor revisions by Town staff.

There was no public comment. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Interim Town Manager Contract. Mayor Morton Levinson acknowledged Tyler Sinclair as the Interim Town Manager. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to approve the Interim Town Manager contract with Tyler Sinclair and authorize the Mayor to execute the contract on behalf of the Town of Jackson subject to any minor adjustment to the date as authorized by Mayor Levinson. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jim Rooks recused and the motion carried.

Hitching Post Zoning Amendment. Paul Anthony and Lea Colasuonno made staff comment. Council held discussion. Sherry Brand, Paul Richardson, Peggy Gildig, and Dave Robertson, made public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve of Zoning Map Amendment (P22-053) to rezone the 1.65 acre property addressed as 460 East Broadway Avenue from the Neighborhood Medium Density – 2 District (NM-2) to the Public / Semi-Public District (P/SP), based upon the findings as presented in the staff report, the departmental reviews, and subject to the first and third conditions of approval:

1) The 1.65-acre subject property located at 460 East Broadway shall be subject to the following dimensional standard requirements of the NM-2 District, as modified in this recommendation, and as the NM-2 Zone may be amended from time to time:

- a. Structure setbacks;
- b. Building height of up to 39' but with consideration for the dimensional standards of neighboring zones;
- c. 3 story limit;
- d. Site development setbacks;
- e. Parking setbacks;
- f. LSR of 21% but not 70% in first 1/3 of property;
- g. Parking; and
- h. Design review.

2) Neither the entire parcel nor any individual units (whether an ARU, apartment, or otherwise), nor any interest of either of the foregoing, can be sold separately from the St. John's Health campus, which for purposes of this condition means the property currently addressed as 625 East Broadway Avenue.

3) The future redevelopment of the site shall be subject to a Development Plan process as provided in the LDRs.

Mayor Morton Levinson called for the vote. The vote showed 2-3 in favor with Jim Rooks and Jessica Sell Chambers in favor, and Hailey Morton Levinson, Arne Jorgensen, and Jonathan Schechter opposed. The motion failed.

A motion was made by Hailey Morton Levinson and seconded by Jim Rooks To approve of Zoning Map Amendment (P22-053) to rezone the 1.65 acre property addressed as 460 East Broadway Avenue from the Neighborhood Medium Density – 2 District (NM-2) to the Public / Semi-Public District (P/SP), based upon the findings as presented in the staff report, the departmental reviews, and subject to the following three conditions:

1) The 1.65-acre subject property located at 460 East Broadway shall be subject to the following dimensional standard requirements of the NM-2 District, as modified in this recommendation, and as the NM-2 Zone may be amended from time to time:

- a. Structure setbacks;
- b. Building height of up to 39' but with consideration for the dimensional standards of neighboring zones;
- c. 3 story limit;
- d. Site development setbacks;
- e. Parking setbacks;
- f. LSR of 21% but not 70% in first 1/3 of property;

- g. Parking; and
- h. Design review.

2) Neither the entire parcel nor any individual units (whether an ARU, apartment, or otherwise), nor any interest of either of the foregoing, can be sold separately from the St. John's Health campus, which for purposes of this condition means the property currently addressed as 625 East Broadway Avenue.

3) The future redevelopment of the site shall be subject to a Development Plan process as provided in the LDRs.

Mayor Morton Levinson called for the vote. The vote showed 3-2 in favor with Hailey Morton Levinson, Aren Jorgensen, and Jonathan Schechter in favor, and Jessica Sell Chambers and Jim Rooks opposed. The motion carried.

Jim Rooks recused himself. A separate motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to add a condition for dark sky complaint exterior lighting. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jim Rooks recused and the motion carried.

Council recessed from 7:55 p.m. and reconvened at 8:00 p.m.

Lighting Text Amendment. Jim Rooks recused himself. Tyler Valentine made staff comment. Council held discussion. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to approve the proposed text amendment P22-015, based upon factors 1-6 in Section 8.7.1.C of the Land Development Regulations as presented and conditioned by staff in the June 21, 2022, staff report. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jim Rooks recused and the motion carried.

Northern South Park Recommendation. Tyler Sinclair made staff comment. Drew Finke and Julia Michael answered questions on behalf of the consultant. Ryan Hotsetter made staff comment on behalf of Teton County. Council held discussion. Kate Mead and Chris Elsey made public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to recommend approval of the Northern South Park Neighborhood Plan dated April of 2022 to the Teton County Board of County Commissioners. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

New Restaurant Liquor License Whistling Grizzly. Lynsey Lenamond made staff comment. Council held discussion. Having considered Wyoming Statute 12-4-104(b) statutory factors for this application, a motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to approve the application for a Restaurant liquor license for 930 Broadway Concession LLC, subject to the following conditions, and further direct the Town Clerk's office to issue the license upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv):

1. The Clerk's office shall not issue the license until a fully executed Concession Agreement is provided.
2. The Clerk's office shall not issue the license until all required Town licenses and permits have been obtained.
3. Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.

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

New Manufacturer's Satellite Liquor License Wyoming Whiskey. Lynsey Lenamond made staff comment. Council held discussion. Brad mead answered questions on behalf of the applicant. Having considered Wyoming Statute 12-4-104(b) statutory factors for this application, a motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve the application for a Manufacturer's Satellite liquor license for Wyoming Whiskey Inc., subject to the following conditions, and further direct the Town Clerk's office to issue the license upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4- 103(a)(iv):

1. The Clerk's office shall not issue the license until all required Town licenses and permits have been obtained.
2. Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.

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

Fee Schedule Resolution Public Hearing. Kelly Thompson made staff comment. Council held discussion. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to bring back the fee schedule resolution as proposed for adoption at the July 5, 2022 Town Council meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Resolution 22-13: FY 2022 Budget Amendment #4. Kelly Thompson made staff comment. Council held discussion. A motion was made by Arne Jorgensen and seconded by Jim Rooks to approve Resolution 22-13 adopting amendments to the fiscal year 2022 budget. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

RESOLUTION 22-13

A RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2022 BUDGET OF THE TOWN OF JACKSON.

WHEREAS, pursuant to Wyoming Statutes, the governing body of the Town of Jackson is empowered to control the finances of the Town including adopting and amending the annual budget; and

WHEREAS, the specific statutory requirements for budgeting procedures are stipulated in the Uniform Municipal Fiscal Procedures Act (W.S. 16-4-101 through 16-4-124); and

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Jackson that the fiscal year 2022 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	395,091	-	395,091
Town Attorney	556,389	-	556,389
Municipal Judge	283,814	5,000	288,814
Administration	404,974	-	404,974
Town Clerk & Personnel	793,968	22,764	816,732
Finance	654,402	1,500	655,902
Community Development	664,365	7,586	671,951
Information Technology	863,612	100	863,712
Planning	927,933	4,552	932,485
Town-Wide Services	378,549	(5,888)	372,661
Town Facilities	739,306	51,000	739,306
Police - Administration	663,549	500	664,049
Police - Investigations	665,132	-	665,132
Police - Patrol	3,603,677	6,500	3,610,177
Police - Community Service	590,970	1,500	592,470
Police - Special Operations	25,176	-	25,176
Victim Services	348,470	-	348,470
Animal Shelter/Control	293,073	35,300	328,373
Building Inspections	449,750	2,100	451,850
Public Works Administration	350,536	2,276	352,812
Streets	1,852,771	26,600	1,879,371
Engineering	632,502	1,500	634,002
Yard Operations	49,709	-	49,709
Cemetery	26,646	-	26,646
Social Services	1,114,659	-	1,114,659
Community Initiatives	293,300	14,000	307,300
County-Budgeted Joint Programs	3,994,338	7,350	4,001,688
Transfers Out	8,425,686	-	8,425,686
Total General Fund	30,042,347	184,240	30,226,587
Affordable Housing	1,655,444	-	1,655,444
Total Affordable Housing Fund	1,655,444	-	1,655,444
Parking Exactions Fund	26,600	3,220	29,820
Total Parking Exactions Fund	26,600	3,220	29,820
Parks Exactions	30,000	-	30,000
Total Park Exactions	30,000	-	30,000
Employee Housing Fund	580,583	23,000	603,583
Total Employee Housing Fund	580,583	23,000	603,583
Animal Care Fund	20,000	35,000	55,000
Transfers Out	35,000	-	35,000
Total Animal Care Fund	55,000	35,000	90,000
Lodging Tax Fund	356,056	-	356,056
Transfers Out	1,139,738	7,650	1,147,388
Total Lodging Tax Fund	1,495,794	7,650	1,503,444
START Administration	1,667,369	71,362	1,738,731
START Operations	5,513,813	(119,490)	5,394,323
START Capital	6,068,567	-	6,068,567
START Transfers	107,188	-	107,188
Total START Fund Expenditures	13,356,937	(48,128)	13,308,809
Capital Outlay	7,232,437	-	7,232,437
Transfers Out	40,000	-	40,000
Total Capital Projects Fund	7,272,437	-	7,272,437

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Capital Outlay	70,585	-	70,585
Total 2006 SPET	70,585	-	70,585
Capital Outlay	-	-	-
Total 2010 SPET	-	-	-
Capital Outlay	221,416	-	221,416
Total 2014 SPET	221,416	-	221,416
Capital Outlay	20,000	-	20,000
Total 2016 SPET	20,000	-	20,000
Capital Outlay	704,194	-	704,194
Total 2017 SPET	704,194	-	704,194
Capital Outlay	6,266,634	-	6,266,634
Total 2019 SPET	6,266,634	-	6,266,634
Water Maintenance & Operation	952,347	-	952,347
Water Wells	254,374	8,300	262,674
Water Billing & Accounting	253,524	2,375	255,899
Water Capital Outlay & Improvements	1,454,393	-	1,454,393
Water Debt Service	66,970	-	66,970
Water Transfers Out	647,829	-	647,829
Sewage Plant Operations	1,093,084	500	1,093,584
Sewage Maint. & Operations	410,364	12,800	423,164
Sewage Billing & Accounting	254,045	2,625	256,670
Sewage Capital Outlay & Improvements	1,789,342	-	1,789,342
Sewage Transfers Out	647,829	-	647,829
Total Enterprise Funds	7,824,101	26,600	7,850,701
Employee Insurance	2,850,726	-	2,850,726
Total Insurance Fund	2,850,726	-	2,850,726
Fleet Expenditures	2,111,828	265,750	2,377,578
Total Fleet Management Fund	2,111,828	265,750	2,377,578
Central Equipment Expenses	549,500	-	549,500
Total Central Equipment Fund	549,500	-	549,500
IT Services	1,555,286	-	1,555,286
Total IT Service Fund	1,555,286	-	1,555,286
REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	9,321,898	-	9,321,898
Licenses & Permits	1,279,143	-	1,279,143
Intergovernmental Revenue	12,440,525	-	12,440,525
Charges for Services	660,549	-	660,549
Fines & Forfeitures	350,000	-	350,000
Miscellaneous Revenue	370,463	-	370,463
Transfers In	1,515,945	35,000	1,550,945
Total General Fund	25,938,523	35,000	25,973,523
Licenses & Permits	250,000	-	250,000
Miscellaneous Revenue	12,400	-	12,400
Transfers In	1,530,444	-	1,530,444
Total Affordable Housing Fund	1,792,844	-	1,792,844
Licenses & Permits	101,000	-	101,000
Miscellaneous Revenue	14,500	-	14,500
Transfers In	250,000	-	250,000
Total Parking Exactions	365,500	-	365,500
Licenses & Permits	40,000	-	40,000
Miscellaneous Revenue	1,300	-	1,300
Total Park Exactions	41,300	-	41,300
Miscellaneous Revenue	543,060	15,000	558,060
Transfers In	500,000	-	500,000
Total Employee Housing Fund	1,043,060	15,000	1,058,060
CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	(4,103,824)	(149,240)	(4,253,064)
Affordable Housing	137,400	-	137,400
Parking Exactions Fund	338,900	(3,220)	335,680
Park Exactions Fund	11,300	-	11,300
Employee Housing Fund	462,477	(8,000)	454,477
Animal Care Fund	5,200	(35,000)	(29,800)
Lodging Tax Fund	(574,109)	(7,650)	(581,759)
Start Fund	(962,236)	65,128	(897,108)
Capital Projects	(993,420)	-	(993,420)
2006 SPET	(68,385)	-	(68,385)
2010 SPET	1,400	-	1,400
2014 SPET	(206,316)	-	(206,316)
2016 SPET	(16,700)	-	(16,700)
2017 SPET	(700,094)	-	(700,094)
2019 SPET	(71,016)	-	(71,016)
Enterprise Funds	(1,985,863)	(26,600)	(2,012,463)
Employee Insurance Fund	(122,027)	-	(122,027)
Fleet Management Fund	(124,910)	(265,750)	(390,660)
Central Equipment Fund	36,700	-	36,700
IT Services Fund	(236,840)	-	(236,840)

PASSED, APPROVED, & ADOPTED this 21st day of June , 2022.

Resolution 22-14: FY 2023 Budget Adoption. Kelly Thompson made staff comment. Council held discussion. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve Resolution 22-14 adopting the Town of Jackson’s fiscal year 2023 budget. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

RESOLUTION 22-14
A RESOLUTION ADOPTING THE FISCAL YEAR 2023 BUDGET FOR THE TOWN OF JACKSON, WYOMING.

WHEREAS, the Town of Jackson is subject to the provisions of the Uniform Municipal Fiscal Procedures Act as specified by Wyoming Statutes (W.S. 16-4-101 through 16-4- 124); and

WHEREAS, pursuant to the Uniform Municipal Fiscal Procedures Act, the governing body for the Town of Jackson is required, by resolution or ordinance, to make the necessary appropriations and adopt a budget, subject to future amendment, for fiscal year 2023.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Jackson, Wyoming, in regular session duly assembled, that the budget for fiscal year ending June 30, 2023 shall be as follows:

TOWN OF JACKSON, WYOMING ADOPTED BUDGET FOR FISCAL YEAR 2023 ALL FUNDS - FINANCIAL SOURCES AND USES						
DESCRIPTION	GENERAL FUND	SPECIAL REVENUE	CAPITAL PROJECTS	ENTERPRISE FUNDS	INTERNAL SERVICE	TOTAL FUNDS
Beginning Fund Balance	\$19,371,338	\$11,265,791	\$19,076,284	\$12,782,734	\$ 3,612,064	\$ 66,108,211
Revenues:						
Taxes	12,557,825	1,467,711	5,409,642	-	-	19,435,178
Licenses & Permits	1,318,843	301,000	-	-	-	1,619,843
Intergovernmental	15,570,873	16,565,460	1,314,238	-	-	33,450,571
Charges for Services	726,000	2,291,383	-	6,109,725	7,261,227	16,388,335
Fines & Forfeitures	375,000	-	-	-	-	375,000
Miscellaneous Revenue	569,923	788,246	318,672	212,320	64,547	1,953,708
Total Revenues	31,118,464	21,413,800	7,042,552	6,322,045	7,325,774	73,222,635
Transfers In	2,161,275	4,491,764	15,360,207	750,000	-	22,763,246
Total Sources	33,279,739	25,905,564	22,402,759	7,072,045	7,325,774	95,985,881
Expenditures:						
General Government	6,660,950	581,732	6,106,151	-	4,325,450	17,674,283
Public Safety	9,787,874	25,000	2,073,742	-	460,400	12,347,016
Public Works	3,181,264	-	14,657,537	6,254,431	2,633,560	26,726,792
Community Health & Human Services	1,321,307	-	-	-	-	1,321,307
Community Initiatives	423,450	1,435,776	-	-	-	1,859,226
Transit	-	21,893,831	-	-	-	21,893,831
Culture & Recreation	1,027,032	760,000	6,872,379	-	-	8,659,411
Debt Service	-	-	-	66,970	-	66,970
General Unallocated	1,963,422	-	-	-	-	1,963,422
Total Expenditures	24,365,299	24,696,339	29,709,809	6,321,401	7,419,410	92,512,258
Transfers Out	17,091,983	2,475,997	1,288,417	1,721,994	184,855	22,763,246
Total Uses	41,457,282	27,172,336	30,998,226	8,043,395	7,604,265	115,275,504
Ending Fund Balance	\$ 11,193,795	\$ 9,999,020	\$ 10,480,817	\$ 11,811,384	\$ 3,333,572	\$ 46,818,588
Change in Fund Balance	(8,177,543)	(1,266,771)	(8,595,467)	(971,350)	(278,491)	(19,289,623)

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Town Council of the Town of Jackson, the preceding results in the following budgeted appropriations by fund and division for the fiscal year ending June 30, 2023:

General Fund	
General Government	
Mayor & Town Council	\$ 413,833
Town Attorney	568,171
Municipal Judge	288,660
Administration	432,374
Town Clerk & Personnel	872,665
Finance	681,740
Community Development	846,267
Information Technology	900,204
Planning	879,323
Town Facilities	777,713
Public Safety	
Police	5,775,215
Fire/EMS (County)	1,884,930
Emergency Management (County)	84,767
Communications Center (County)	805,802
Victim Services	347,714
Animal Shelter/Control	412,956
Building Inspections	476,490
Public Works	
Public Works Administration	367,238
Streets	2,061,017
Town Engineer	676,716
Yard Operations	76,293
Health and Welfare	
Social Services	1,321,307
Community Development	
Community Promotion	423,450
Culture and Recreation	
Parks & Recreation (County)	952,569
Pathways	48,162
Memorial Park (Cemetery)	26,301
Unallocated	
Town-Wide Services & Insurance	1,963,422
Transfers Out	17,091,983
Total	<u>\$ 41,457,282</u>
Special Revenue Funds	
Affordable Housing	
Community Development	\$ 1,431,776
Parking Exactions	
Community Development	4,000
Park Exactions	
Culture & Recreation	210,000
Employee Housing	
General Government	581,732
Transfers Out	83,356
Animal Care	
Public Safety	25,000
Transfers Out	55,000
Lodging Tax	
Culture and Recreation	550,000
Transfers Out	2,221,571
START Bus System	
Administration	1,965,512
Operations	7,122,554
Capital Outlay	12,805,765
Transfers Out	116,070
Total	<u>\$ 27,172,336</u>

Capital Projects Funds	
Capital Projects (5th cent)	
Public Works	
Annual Street Maintenance	\$ 900,000
Boardwalks	90,000
Paint Projects	95,000
Flat Creek and Karns Street Reconstruction (split with sewer funds)	465,000
PW Yard - South Fence Replacement	35,000
Pathways	
TOJ Bicycle Network Improvements	50,000
Pathways Annual Cap. Repairs	27,319
Garaman Flood Mitigation	25,000
Bike Racks	7,000
Pathway Benches	5,000
Town Mobility Overlay	50,000
High School Road Southside PW	15,000
Scott Lane-Maple Way Bike/Ped	35,000
Culture and Recreation	
Parks & Recreation (County)	6,658,060
Public Safety	
Fire/EMS (County)	1,023,220
Patrol Rifles	29,990
Police Department Tasers	17,000
PD Handheld Radios 800 MHz	250,000
Patrol Radios for Vehicles - 800 MHz	250,000
Dispatch (County)	503,532
General Government	
Public Arts Program Projects	45,000
GLS Basement Building	150,000
GLS Stain and Paint Building	37,160
Public Finance Database	150,000
Town Hall Elevator Control Upgrade	15,000
Town Hall Front Entry ADA Auto-open Doors	17,000
Vertical Harvest Repair Roof Internal Gutters	22,771
155 Pearl Painting and Siding Repairs	44,220
Core Services Facility	5,500,000
Door Security Systems	50,000
Climate Action Projects	75,000
Transfers Out	1,288,417
2006 SPET	
North King to Forest Service (Rec Center Roadway)	252,537
2010 SPET	
DC Fast Charging	35,000
2016 SPET	
West Broadway Landslide	20,000
2019 SPET	
Core Maintenance Facility	12,500,000
Thaw Well Design & Install	265,000
Total	<u><u>\$ 30,998,226</u></u>
Enterprise Funds	
Water Utility	
Public Works	
Maintenance and operations	\$ 1,203,919
Water wells	313,988
Billing, accounting, & insurance	273,727
Capital outlay	1,087,000
Debt service	66,970
Transfers Out	860,997
Sewage Utility	
Public Works	
Sewage plant operations	1,048,156
Maintenance and operations	452,974
Billing, accounting, & insurance	269,667
Capital outlay	1,605,000
Transfers Out	860,997
Total	<u><u>\$ 8,043,395</u></u>
Internal Service Funds	
Employee Insurance	\$ 3,164,815
Fleet Management	2,268,560
Central Equipment	867,400
IT Services	1,303,490
Total	<u><u>\$ 7,604,265</u></u>

PASSED, APPROVED, & ADOPTED this 21st day of June , 2022.

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

Ordinance I: An Ordinance Amending Sewer and Water Rates

ORDINANCE I AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1271, 1071, 1040, 1039, 1019, 1018, 1009, 1008, 1000, 999, 992, 991, 936, 935, 867, 866, 834, 833, 805, 804, 745, 743, 664, 588, 576, 551, 539, 476, 381, AND 370; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 677, 270, 259 (PART); 122, AND 97A; SECTION 6 OF TOWN OF JACKSON ORDINANCE NO. 558; SECTION 7 OF TOWN OF JACKSON ORDINANCE NO. 677; SECTION 30 OF TOWN OF JACKSON ORDINANCE NO 97; AND SECTIONS 13.04.050, 13.04.300, 13.08.013, AND 13.08.020 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING WATER AND WASTEWATER RATES, FEES AND COSTS AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

Council held discussion. Johnny Ziem made staff comment. A motion was made by Arne Jorgensen and seconded by Jim Rooks to approve Ordinance I: An Ordinance Amending Sewer and Water Rates on third reading and designate it No. 1319. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Matters from Mayor and Council. There were no matters from Mayor and Council.

Town Manager's Report. Larry Pardee made staff comment. Council held discussion with staff. The report contained an update on employee rental housing and the 2022 WAM Convention in Laramie. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve the Town Manager's report. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

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 9:28 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: June 15, 2022

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	783921	WASHERS	05/30/2022	7.44	7.44	06/29/2022
51	ACE HARDWARE	785995	MICRO ENGRAVE	06/13/2022	29.99	29.99	06/29/2022
51	ACE HARDWARE	786080	VINYL TUBING	06/14/2022	37.25	37.25	06/29/2022
51	ACE HARDWARE	786081	LIGHT	06/14/2022	24.99	24.99	06/29/2022
51	ACE HARDWARE	786189	LID 5 GAL PAIL, PAIL PAINT ACE	06/14/2022	12.98	12.98	06/29/2022
51	ACE HARDWARE	786272	SEED LAWN SUNNY	06/15/2022	39.98	39.98	06/29/2022
51	ACE HARDWARE	786586	CLEANING SUPPLIES	06/17/2022	6.98	6.98	06/29/2022
51	ACE HARDWARE	786632	NOZZLE 7 PATRN REARTRIG,	06/17/2022	176.97	176.97	06/29/2022
51	ACE HARDWARE	786635	HANSEN SUPPLIES	06/17/2022	73.97	73.97	06/29/2022
51	ACE HARDWARE	786698	INSECT SPRAY	06/17/2022	7.49	7.49	06/29/2022
51	ACE HARDWARE	786852	STIHL- MS-462 25"	06/20/2022	453.33	453.33	06/29/2022
51	ACE HARDWARE	786852	STIHL- MS-462 25"	06/20/2022	453.33	453.33	06/29/2022
51	ACE HARDWARE	786852	STIHL- MS-462 25"	06/20/2022	453.33	453.33	06/29/2022
51	ACE HARDWARE	786863	CLEANING SUPPLIES	06/20/2022	13.38	13.38	06/29/2022
51	ACE HARDWARE	786968	CLOROX FRSH MDW, MOLD CO	06/22/2022	29.98	29.98	06/29/2022
51	ACE HARDWARE	786969	COMPACT TAPE	06/20/2022	19.98	19.98	06/29/2022
51	ACE HARDWARE	787012	CLEANING SUPPLIES	06/21/2022	6.48	6.48	06/29/2022
51	ACE HARDWARE	787138	ROPE	06/21/2022	24.34	24.34	06/29/2022
51	ACE HARDWARE	787160	SCREWS	06/21/2022	1.72	1.72	06/29/2022
51	ACE HARDWARE	787524	ANTI SIEZE LUBE	06/23/2022	52.29	52.29	06/29/2022
51	ACE HARDWARE	787527	HINGE	06/23/2022	14.98	14.98	06/29/2022
Total 51:					1,941.18	1,941.18	
21	ADVANCED INDUSTRIAL SUPPL	5246713	VEST TRAFFIC	06/14/2022	283.05	283.05	06/29/2022
Total 21:					283.05	283.05	
6686	Allegiance Benefit Plan Manage, I	060922	claims	06/09/2022	15,025.84	15,025.84	06/23/2022
6686	Allegiance Benefit Plan Manage, I	061622	claims	06/16/2022	58,752.95	58,752.95	06/23/2022
6686	Allegiance Benefit Plan Manage, I	062022	claims	06/20/2022	18,809.58	18,809.58	06/23/2022
Total 6686:					92,588.37	92,588.37	
3213	ALTA PLANNING & DESIGN	22-047-3	SCOTT/SNOW KING INTERSEC	06/10/2022	3,562.00	3,562.00	06/29/2022
Total 3213:					3,562.00	3,562.00	
5726	AMAZON	1CJH-JPFY-XV	LEVELS	06/27/2022	478.53	478.53	06/29/2022
5726	AMAZON	1CJH-JPFY-XV	LEVELS	06/27/2022	478.53	478.53	06/29/2022
5726	AMAZON	1CJH-JPFY-XV	levels	06/27/2022	478.53	478.53	06/29/2022
5726	AMAZON	1LQJ-XGNT-3	DOG DOOR	06/23/2022	51.95	51.95	06/29/2022
5726	AMAZON	1MHX-446L-6C	WINDSHIELD REPAIR KIT	06/14/2022	299.00	299.00	06/29/2022
Total 5726:					829.48	829.48	
660	AMERICAN PUMP COMPANY	35650	BOOSTER PUMP	04/29/2022	36,989.92	36,989.92	06/29/2022
Total 660:					36,989.92	36,989.92	
6250	ARBOR WORKS TREE SERVICE	6106	REMOVE FALLEN SPRUCE TRE	06/16/2022	1,400.00	1,400.00	06/29/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6250:					1,400.00	1,400.00	
7027	ARISTORENAS, MARIA	062822	EQUITY TASK FORCE JUNE	06/28/2022	450.00	450.00	06/29/2022
Total 7027:					450.00	450.00	
1783	AT&T	287259163099	charges for account 28725916309	06/08/2022	1,079.39	1,079.39	06/29/2022
Total 1783:					1,079.39	1,079.39	
7028	BADILLO, MARCELA	062822	EQUITY TASK FORCE JUNE	06/28/2022	450.00	450.00	06/29/2022
Total 7028:					450.00	450.00	
6879	BAKER, DAVID	062722	TRAVEL EXPENSE	06/27/2022	249.48	249.48	06/29/2022
6879	BAKER, DAVID	062722B	TRAVEL EXPENSES	06/27/2022	28.00	28.00	06/29/2022
Total 6879:					277.48	277.48	
7033	BERGMAN, PIERRE	062822	EQUITY TASK FORCE JUNE	06/28/2022	450.00	450.00	06/29/2022
Total 7033:					450.00	450.00	
1560	BLUE SPRUCE CLEANERS,INC	06-103670	LAUNDRY: SHIRT CLEANING- S	06/20/2022	14.80	14.80	06/29/2022
1560	BLUE SPRUCE CLEANERS,INC	06-103815	DRY CLEANING SAM JEWISON	06/21/2022	14.80	14.80	06/29/2022
Total 1560:					29.60	29.60	
6244	BLUE360 MEDIA, LLC	IN2206158268	WYO CRIME AND LAW BOOK E	06/29/2022	1,624.70	1,624.70	06/29/2022
Total 6244:					1,624.70	1,624.70	
6727	BRIGGS, ERIC L	15257	SHAPE TIP TOOL	06/16/2022	59.95	59.95	06/29/2022
Total 6727:					59.95	59.95	
5996	BRIGHTLY	INV-116858	DATA MIGRATION	06/09/2022	1,065.90	1,065.90	06/29/2022
Total 5996:					1,065.90	1,065.90	
5	CARQUEST AUTO PARTS INC.	6090-573042	ENG OIL PRESS SWITCH	06/15/2022	56.01	56.01	06/29/2022
Total 5:					56.01	56.01	
544	CENTURYLINK	307-111-5050 2	charges for account p-307-111-50	06/07/2022	2,035.43	2,035.43	06/29/2022
Total 544:					2,035.43	2,035.43	
4984	CHAPA STRIPES OF IDAHO	060322	TOJ BICYCLE NETWORK IMPR	06/03/2022	19,500.00	19,500.00	06/29/2022
Total 4984:					19,500.00	19,500.00	
50	CMI - TECO	55097	12' FLOOR, FRONT & BACK EXT	06/13/2022	3,226.67	3,226.67	06/29/2022
Total 50:					3,226.67	3,226.67	
1219	COMMUNITY FOUNDATION OF	062422	REfund building permit B21-0826	06/24/2022	204.80	204.80	06/29/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1219:					204.80	204.80	
514	CONRAD & BISCHOFF INC.	IN-876677-22	GASOHOL 85 ETHANOL 10%, D	06/14/2022	48,901.95	48,901.95	06/29/2022
Total 514:					48,901.95	48,901.95	
4887	CONTROL SYSTEM TECHNOLO	10479	WATER SCADA	06/14/2022	3,135.00	3,135.00	06/29/2022
4887	CONTROL SYSTEM TECHNOLO	10496	WATER SCADA	06/27/2022	1,995.50	1,995.50	06/29/2022
Total 4887:					5,130.50	5,130.50	
1691	CORE & MAIN LP	Q908352	PROCODER	06/06/2022	5,932.32	5,932.32	06/29/2022
Total 1691:					5,932.32	5,932.32	
7030	DAY, JEAN	062822	EQUITY TASK FORCE JUNE	06/28/2022	450.00	450.00	06/29/2022
Total 7030:					450.00	450.00	
65	DELCON INC	23453	WELL #5	12/31/2020	495.00	495.00	06/29/2022
65	DELCON INC	24122	WO02844 145 PEARL	03/31/2021	230.00	230.00	06/29/2022
Total 65:					725.00	725.00	
6883	DIVISION OF CHILD SUPPORT	061722	DCSE CASE #0005405448	06/17/2022	509.23	509.23	06/16/2022
Total 6883:					509.23	509.23	
3408	E.R. OFFICE EXPRESS	19713	Office Supplies	06/23/2022	121.66	121.66	06/29/2022
3408	E.R. OFFICE EXPRESS	19713	Office Supplies	06/23/2022	66.79	66.79	06/29/2022
Total 3408:					188.45	188.45	
502	ELECTRICAL WHSLE SUPPLY C	S5261471.001	SNOW KING HOUSING	02/17/2022	68.00	68.00	06/29/2022
Total 502:					68.00	68.00	
7055	ENGLERT, MATT	062822	TRAVEL EXPENSES	06/28/2022	644.68	644.68	06/29/2022
Total 7055:					644.68	644.68	
3885	EVIDENT	190423B	Evidence supplies	06/14/2022	95.65	95.65	06/29/2022
Total 3885:					95.65	95.65	
4709	FLEETPRIDE	100378801	HUMP HOSE	06/22/2022	29.11	29.11	06/29/2022
4709	FLEETPRIDE	IDF015173	UJOINT KIT HALF ROUND, YOK	06/13/2022	911.73	911.73	06/29/2022
Total 4709:					940.84	940.84	
7054	FORZA FORENSICS, LLC	1535	TRAINING	06/16/2022	1,050.00	1,050.00	06/29/2022
Total 7054:					1,050.00	1,050.00	
7034	FRITTS, JASON	062822	EQUITY TASK FORCE JUNE	06/28/2022	450.00	450.00	06/29/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7034:					450.00	450.00	
4212	GILLIG LLC	40931647	VITON FUEL LEVEL GASKET, VI	06/21/2022	102.72	102.72	06/29/2022
Total 4212:					102.72	102.72	
7031	HERNANDEZ, BRANDON	062822	EQUITY TASK FORCE JUNE	06/28/2022	450.00	450.00	06/29/2022
Total 7031:					450.00	450.00	
96	HIGH COUNTRY LINEN	0317037	BUILDING MAINT: PUBLIC WOR	05/26/2022	12.42	12.42	06/29/2022
96	HIGH COUNTRY LINEN	0317037	UNIFORMS: WWTP	05/26/2022	17.20	17.20	06/29/2022
96	HIGH COUNTRY LINEN	0317037	UNIFORMS: ADMIN	05/26/2022	5.56	5.56	06/29/2022
96	HIGH COUNTRY LINEN	0317037	BUILDING MAINT: PUBLIC WOR	05/26/2022	6.45	6.45	06/29/2022
96	HIGH COUNTRY LINEN	0317037	UNIFORMS: FACILITY	05/26/2022	6.65	6.65	06/29/2022
96	HIGH COUNTRY LINEN	0317037	UNIFORMS: ADMIN	05/26/2022	4.42	4.42	06/29/2022
96	HIGH COUNTRY LINEN	0317037	UNIFORMS: STREET	05/26/2022	23.26	23.26	06/29/2022
96	HIGH COUNTRY LINEN	0317037	UNIFORMS: WATER	05/26/2022	17.21	17.21	06/29/2022
96	HIGH COUNTRY LINEN	0317037	UNIFORMS: SEWER	05/26/2022	13.30	13.30	06/29/2022
96	HIGH COUNTRY LINEN	0317037	UNIFORMS: FLEET	05/26/2022	32.63	32.63	06/29/2022
96	HIGH COUNTRY LINEN	0318280	UNIFORMS: STREET	06/02/2022	23.26	23.26	06/29/2022
96	HIGH COUNTRY LINEN	0318280	BUILDING MAINT: PUBLIC WOR	06/02/2022	145.82	145.82	06/29/2022
96	HIGH COUNTRY LINEN	0318280	UNIFORMS: WWTP	06/02/2022	17.20	17.20	06/29/2022
96	HIGH COUNTRY LINEN	0318280	UNIFORMS: FLEET	06/02/2022	32.63	32.63	06/29/2022
96	HIGH COUNTRY LINEN	0318280	BUILDING MAINT: PUBLIC WOR	06/02/2022	6.85	6.85	06/29/2022
96	HIGH COUNTRY LINEN	0318280	UNIFORMS: FACILITY	06/02/2022	6.65	6.65	06/29/2022
96	HIGH COUNTRY LINEN	0318280	UNIFORMS: SEWER	06/02/2022	13.30	13.30	06/29/2022
96	HIGH COUNTRY LINEN	0318280	UNIFORMS: ADMIN	06/02/2022	4.42	4.42	06/29/2022
96	HIGH COUNTRY LINEN	0318280	UNIFORMS: ADMIN	06/02/2022	5.56	5.56	06/29/2022
96	HIGH COUNTRY LINEN	0318280	UNIFORMS: WATER	06/02/2022	17.21	17.21	06/29/2022
96	HIGH COUNTRY LINEN	0319360	MATS @ SHELTER	06/08/2022	74.51	74.51	06/29/2022
96	HIGH COUNTRY LINEN	0320241	MATS @ SI FERRIN	06/13/2022	16.05	16.05	06/29/2022
96	HIGH COUNTRY LINEN	0320246	MATS @ HOME RANCH	06/13/2022	22.87	22.87	06/29/2022
96	HIGH COUNTRY LINEN	0320956	UNIFORMS: SEWER	06/16/2022	13.30	13.30	06/29/2022
96	HIGH COUNTRY LINEN	0320956	UNIFORMS: STREET	06/16/2022	23.26	23.26	06/29/2022
96	HIGH COUNTRY LINEN	0320956	UNIFORMS: WATER	06/16/2022	17.21	17.21	06/29/2022
96	HIGH COUNTRY LINEN	0320956	UNIFORMS: FLEET	06/16/2022	32.63	32.63	06/29/2022
96	HIGH COUNTRY LINEN	0320956	UNIFORMS: ADMIN	06/16/2022	5.56	5.56	06/29/2022
96	HIGH COUNTRY LINEN	0320956	BUILDING MAINT: PUBLIC WOR	06/16/2022	6.85	6.85	06/29/2022
96	HIGH COUNTRY LINEN	0320956	UNIFORMS: FACILITY	06/16/2022	6.65	6.65	06/29/2022
96	HIGH COUNTRY LINEN	0320956	BUILDING MAINT: PUBLIC WOR	06/16/2022	15.97	15.97	06/29/2022
96	HIGH COUNTRY LINEN	0320956	UNIFORMS: WWTP	06/16/2022	17.20	17.20	06/29/2022
96	HIGH COUNTRY LINEN	0320956	UNIFORMS: ADMIN	06/16/2022	4.42	4.42	06/29/2022
96	HIGH COUNTRY LINEN	0321356	MATS @ TOWN HALL	06/17/2022	292.89	292.89	06/29/2022
96	HIGH COUNTRY LINEN	0322277	UNIFORMS ADMIN	06/23/2022	4.42	4.42	06/29/2022
96	HIGH COUNTRY LINEN	0322277	UNIFORMS: WATER	06/23/2022	17.21	17.21	06/29/2022
96	HIGH COUNTRY LINEN	0322277	UNIFORMS: FLEET	06/23/2022	32.63	32.63	06/29/2022
96	HIGH COUNTRY LINEN	0322277	UNIFORMS: STREET	06/23/2022	23.26	23.26	06/29/2022
96	HIGH COUNTRY LINEN	0322277	SHOP SUPPLIES	06/23/2022	6.85	6.85	06/29/2022
96	HIGH COUNTRY LINEN	0322277	UNIFORMS: FACILITY	06/23/2022	6.65	6.65	06/29/2022
96	HIGH COUNTRY LINEN	0322277	BUILDING MAINT	06/23/2022	12.46	12.46	06/29/2022
96	HIGH COUNTRY LINEN	0322277	UNIFORMS: WWTP	06/23/2022	17.20	17.20	06/29/2022
96	HIGH COUNTRY LINEN	0322277	UNIFORMS ADMIN	06/23/2022	5.56	5.56	06/29/2022
96	HIGH COUNTRY LINEN	0322277	UNIFORMS: WWTP	06/23/2022	13.30	13.30	06/29/2022
Total 96:					1,100.91	1,100.91	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
503	HUNT CONSTRUCTION INC	9964	CRACK REPAIR & 2 FLAGGERS	06/27/2022	13,131.90	13,131.90	06/29/2022
503	HUNT CONSTRUCTION INC	9965	SNOW KING ESTATES	06/27/2022	8,262.00	8,262.00	06/29/2022
503	HUNT CONSTRUCTION INC	9984	JEAN ST	06/28/2022	3,606.00	3,606.00	06/29/2022
503	HUNT CONSTRUCTION INC	9988	ASPEN HILL CEMETARY	06/28/2022	500.00	500.00	06/29/2022
503	HUNT CONSTRUCTION INC	9992	CITY SHOP	06/28/2022	600.00	600.00	06/29/2022
Total 503:					26,099.90	26,099.90	
4044	IDAHO FALLS PETERBILT	613433	gloves	06/22/2022	102.12	102.12	06/29/2022
Total 4044:					102.12	102.12	
3323	IDAHO TRAFFIC SAFETY, INC.	194175	PROJ: 2022 STRIPING- HIGH SC	05/31/2022	2,280.00	2,280.00	06/29/2022
Total 3323:					2,280.00	2,280.00	
106	INTERSTATE BATTERY	22253669	(1) MT-34, (1) MT-78	06/20/2022	114.95	114.95	06/29/2022
106	INTERSTATE BATTERY	22253721	BATTERIES	06/27/2022	535.80	535.80	06/29/2022
Total 106:					650.75	650.75	
114	JACKSON LUMBER INC	00030056	DOWNTOWN LOOP RECYCLIN	06/10/2022	1,405.00	1,405.00	06/29/2022
Total 114:					1,405.00	1,405.00	
6474	JACKSON HOLE LAW, PC	1622	LEGAL SERVICES JUNE	06/27/2022	3,005.00	3,005.00	06/29/2022
Total 6474:					3,005.00	3,005.00	
131	JACKSON HOLE NEWS & GUID	339689	AD#405602	05/25/2022	136.80	136.80	06/29/2022
131	JACKSON HOLE NEWS & GUID	340554	AD#406452	06/15/2022	547.20	547.20	06/29/2022
131	JACKSON HOLE NEWS & GUID	340555	AD#406425	06/15/2022	410.40	410.40	06/29/2022
131	JACKSON HOLE NEWS & GUID	340637	AD#406371	06/15/2022	85.50	85.50	06/29/2022
131	JACKSON HOLE NEWS & GUID	340638	AD#406372	06/15/2022	85.50	85.50	06/29/2022
131	JACKSON HOLE NEWS & GUID	340639	AD#406493	06/15/2022	171.00	171.00	06/29/2022
131	JACKSON HOLE NEWS & GUID	340730	AD#406682	06/22/2022	675.45	675.45	06/29/2022
131	JACKSON HOLE NEWS & GUID	340731	AD#406681	06/22/2022	196.65	196.65	06/29/2022
131	JACKSON HOLE NEWS & GUID	340732	AD#406680	06/22/2022	55.58	55.58	06/29/2022
131	JACKSON HOLE NEWS & GUID	340733	AD#406679	06/22/2022	171.00	171.00	06/29/2022
131	JACKSON HOLE NEWS & GUID	340734	AD#406678	06/22/2022	636.98	636.98	06/29/2022
131	JACKSON HOLE NEWS & GUID	340735	AD#406494	06/22/2022	183.83	183.83	06/29/2022
131	JACKSON HOLE NEWS & GUID	340791	AD#406683	06/22/2022	38.48	38.48	06/29/2022
Total 131:					3,394.37	3,394.37	
114	JACKSON LUMBER INC	0000778936-0	SAW BLADE WOOD, TORX	06/13/2022	179.17	179.17	06/29/2022
Total 114:					179.17	179.17	
139	JORGENSEN ASSOCIATES, PC	48524	PROJ: 19137- TOJ FLAT CREEK	03/28/2022	5,312.50	5,312.50	06/29/2022
139	JORGENSEN ASSOCIATES, PC	48825	PROJ: 18063- TOWN OF JACKS	05/20/2022	500.00	500.00	06/29/2022
139	JORGENSEN ASSOCIATES, PC	48828	PROJ: 19137- TOJ FLAT CREEK	05/20/2022	5,602.50	5,602.50	06/29/2022
139	JORGENSEN ASSOCIATES, PC	48922	PROJ: 06013- CORE FACILITIES	06/07/2022	46,234.96	46,234.96	06/29/2022
Total 139:					57,649.96	57,649.96	
7029	KRUEGER, ERICA JADE	062822	EQUITY TASK FORCE JUNE	06/28/2022	450.00	450.00	06/29/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7029:					450.00	450.00	
6807	LANGUAGE TESTING INTERNA	L60169-IN	SPANISH TESTING	06/21/2022	73.00	73.00	06/29/2022
Total 6807:					73.00	73.00	
6859	LEGAL & LIABILITY RISK MANA	225991	TRAINING	06/21/2022	150.00	150.00	06/29/2022
Total 6859:					150.00	150.00	
5914	LENZ, BRIAN	062322	INTERN ORIENTATION LUNCH-	06/23/2022	132.30	132.30	06/29/2022
5914	LENZ, BRIAN	062822	reimburse for lunch	06/28/2022	132.20	132.20	06/29/2022
Total 5914:					264.50	264.50	
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	3,012.00	3,012.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	2,875.00	2,875.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	2,103.00	2,103.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	1,010.00	1,010.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	2,625.00	2,625.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	2,455.00	2,455.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	380.00	380.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	2,678.00	2,678.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	1,922.00	1,922.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	1,217.00	1,217.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	12,598.00	12,598.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	95.00	95.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	3,034.00	3,034.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	2,406.00	2,406.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	1,660.00	1,660.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	14,309.00	14,309.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	1,231.00	1,231.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	3,770.00	3,770.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	1,304.00	1,304.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	2,179.00	2,179.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	2,275.00	2,275.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	1,387.00	1,387.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	380.00	380.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	1,266.00	1,266.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	2,689.00	2,689.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	2,727.00	2,727.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	3,280.00	3,280.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	13894	LIABILITY PREMIUM FY2023	07/01/2022	708.00	708.00	06/29/2022
2224	LOCAL GOV'T LIABILITY POOL	14163	AA220064 DEDUCTIBLE	06/17/2022	1,000.00	1,000.00	06/29/2022
Total 2224:					78,575.00	78,575.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE129338	SI FERRIN	06/09/2022	437.50	437.50	06/29/2022
Total 4380:					437.50	437.50	
7045	LUPINE LADY, INC	0002641	5 GAL GRASSES	06/10/2022	119.80	119.80	06/29/2022
Total 7045:					119.80	119.80	
7048	M. NEILS ENGINEERING, INC	14803	PROJ: 155 E PEARL- TENANT I	05/28/2022	1,776.00	1,776.00	06/29/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7048:					1,776.00	1,776.00	
6812	MANN, ROY	062822	REIMBURSE DRESS UNIFORM	06/28/2022	250.00	250.00	06/29/2022
Total 6812:					250.00	250.00	
998	METROQUIP INC	015246	SHOE RUNNER	04/06/2022	97.96	97.96	06/29/2022
998	METROQUIP INC	P16190	VENTED CAP	06/27/2022	34.51	34.51	06/29/2022
Total 998:					132.47	132.47	
4129	MOUNTAIN X, LLC	15985	HEAVY EQUIPMENT TRANSPR	04/01/2022	3,915.00	3,915.00	06/29/2022
Total 4129:					3,915.00	3,915.00	
7046	MOVIEWORKS, LLC	00057	MOVIE WORKS PRE SHOW AD	06/02/2022	1,242.00	1,242.00	06/29/2022
Total 7046:					1,242.00	1,242.00	
257	NAPA AUTO PARTS INC.	069880	AIR FILTER	06/06/2022	9.44	9.44	06/29/2022
257	NAPA AUTO PARTS INC.	071172	TOGGLE	06/11/2022	93.83	93.83	06/29/2022
257	NAPA AUTO PARTS INC.	072080	OIL PRESS TEST KIT	06/15/2022	105.99	105.99	06/29/2022
257	NAPA AUTO PARTS INC.	072605	NAPA GOLD OIL FILTER	06/17/2022	11.54	11.54	06/29/2022
257	NAPA AUTO PARTS INC.	072686	NAPA GOLD OIL FILTER	06/17/2022	8.38	8.38	06/29/2022
257	NAPA AUTO PARTS INC.	073138	MULTI VEH ATF	06/20/2022	123.48	123.48	06/29/2022
257	NAPA AUTO PARTS INC.	073426	20" TRIC TITAN BLADE	06/21/2022	60.46	60.46	06/29/2022
257	NAPA AUTO PARTS INC.	073427	20" TRICO FORCE BLADE	06/21/2022	136.75	136.75	06/29/2022
257	NAPA AUTO PARTS INC.	073772	NITRILE DISPOS GL	06/22/2022	39.98	39.98	06/29/2022
257	NAPA AUTO PARTS INC.	073874	NAPA OIL FILTER, TRICO FORC	06/22/2022	485.77	485.77	06/29/2022
257	NAPA AUTO PARTS INC.	074008	NAPA PREMIUM FRONT, AUTO	06/23/2022	241.21	241.21	06/29/2022
Total 257:					1,316.83	1,316.83	
583	NEWMAN SIGNS, INC	TRFINV040200	SPECIAL TRAFFIC SIGNAGE, F	06/16/2022	2,474.34	2,474.34	06/29/2022
Total 583:					2,474.34	2,474.34	
7056	NEXIQ TECHNOLOGIES	ARV/53375814	DIAGNOSTIC LINK	06/21/2022	4,537.50	4,537.50	06/29/2022
Total 7056:					4,537.50	4,537.50	
7049	NMS	1178809	RETURN SPECIMAN	05/31/2022	114.00	114.00	06/29/2022
Total 7049:					114.00	114.00	
7035	NOLAD, STACY	062822	EQUITY TASK FORCE JUNE	06/28/2022	450.00	450.00	06/29/2022
Total 7035:					450.00	450.00	
6694	NOREGON SYSTEMS INC.	INV00136836	JPRO FAULT GUIDANCE	06/24/2022	7,049.40	7,049.40	06/29/2022
Total 6694:					7,049.40	7,049.40	
7052	PITTS, JASON	062122	TRAVEL EXPENSES	06/21/2022	.00	.00	
Total 7052:					.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6260	POLISEO, FLOREN	053122	TRAVEL EXPENSES	05/31/2022	206.29	206.29	06/29/2022
6260	POLISEO, FLOREN	053122	TRAVEL EXPENSES	05/31/2022	206.30	206.30	06/29/2022
Total 6260:					412.59	412.59	
6483	PREMIER TRUCK- SALT LAKE C	775404690	SENSOR, FRT	06/23/2022	351.09	351.09	06/29/2022
Total 6483:					351.09	351.09	
6594	PROTERRA	1042613	REAR SHOCK KONI RHS	06/08/2022	546.34	546.34	06/29/2022
6594	PROTERRA	1042699	ANCILLARY DESICCATOR	06/09/2022	5,214.01	5,214.01	06/29/2022
6594	PROTERRA	1042859	BOTTOM CONVEX RV HEAD, LE	06/14/2022	1,124.46	1,124.46	06/29/2022
6594	PROTERRA	1042889	ASSEMBLY CCS CABLE METAL	06/15/2022	4,138.56	4,138.56	06/29/2022
Total 6594:					11,023.37	11,023.37	
6069	RAFTELIS	23890	PROJ: R-1028WY21.02- 2022 FI	06/14/2022	1,140.00	1,140.00	06/29/2022
6069	RAFTELIS	23890	PROJ: R-1028WY21.02- 2022 FI	06/14/2022	1,140.00	1,140.00	06/29/2022
Total 6069:					2,280.00	2,280.00	
7051	RECON	11648	POLICE BIKES	06/24/2022	10,284.00	10,284.00	06/29/2022
Total 7051:					10,284.00	10,284.00	
5838	Rendezvous Insurance Inc.	3277	IDAHO LIABILITY INSURANCE	06/22/2022	143,568.01	.00	
Total 5838:					143,568.01	.00	
2597	RUSCHILL, RUSSELL	062722	HORSE LEASE	06/27/2022	350.00	350.00	06/29/2022
Total 2597:					350.00	350.00	
6889	SAFELITE FULFILLMENT INC	05008-1845	ELECTO CHROMIC MIRROR	06/16/2022	322.11	322.11	06/29/2022
6889	SAFELITE FULFILLMENT INC	05008-1854	SOLAR VISOR FRIT, INNER & O	06/16/2022	803.51	803.51	06/29/2022
Total 6889:					1,125.62	1,125.62	
13	SAFETY SUPPLY & SIGN CO., I	180902	PAINT UDOR, WHT PAINT, FRT	05/24/2022	1,295.90	1,295.90	06/29/2022
13	SAFETY SUPPLY & SIGN CO., I	181266	STEP NLOC, FRT, FLAGS, REG	06/24/2022	14,015.27	14,015.27	06/29/2022
Total 13:					15,311.17	15,311.17	
6965	SAGEBRUSH INVESTORS, LLC	06/21/22	release bond for 550 West Broad	06/21/2022	179,325.50	179,325.50	06/21/2022
Total 6965:					179,325.50	179,325.50	
7032	SANCHEZ-MACHUCA, ROSA	062822	EQUITY TASK FORCE JUNE	06/28/2022	450.00	450.00	06/29/2022
Total 7032:					450.00	450.00	
4691	SCHOW'S TRUCK CENTER	C005052646:0	BRAKE DRUM, FRT	06/21/2022	1,056.00	1,056.00	06/29/2022
Total 4691:					1,056.00	1,056.00	
4359	SHERWIN-WILLIAMS CO.	1083-3	5 GAL BLUE	06/14/2022	285.90	285.90	06/29/2022
4359	SHERWIN-WILLIAMS CO.	1124-5	5 GAL BLUE	06/15/2022	142.95	142.95	06/29/2022
4359	SHERWIN-WILLIAMS CO.	5755-9	STAIN	06/20/2022	54.39	54.39	06/29/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4359	SHERWIN-WILLIAMS CO.	6187-6	HL 2152 FDTP WB WH	06/09/2022	227.92	227.92	06/29/2022
Total 4359:					711.16	711.16	
236	SMITH POWER PRODUCTS,INC	317618	OUT FREIGHT & HANDLING, AC	06/21/2022	363.31	363.31	06/29/2022
Total 236:					363.31	363.31	
4699	SNAKE RIVER ROASTING	78492	PW COFFEE- MAIN SHOP- KIRB	06/14/2022	108.90	108.90	06/29/2022
Total 4699:					108.90	108.90	
7050	SOSA'S JANITORIAL SERVICE	062922	JUNE TOWN HALL CLEANING	06/29/2022	6,720.00	6,720.00	06/29/2022
Total 7050:					6,720.00	6,720.00	
1505	SPRING CREEK ANIMAL HOSPI	625025026	MEDS	05/18/2022	159.11	159.11	06/29/2022
1505	SPRING CREEK ANIMAL HOSPI	625025163	SPAY	05/21/2022	994.81	994.81	06/29/2022
1505	SPRING CREEK ANIMAL HOSPI	625025937	MEDS	06/07/2022	54.98	54.98	06/29/2022
1505	SPRING CREEK ANIMAL HOSPI	625026575	ANIMAL CARE	06/21/2022	86.69	86.69	06/29/2022
1505	SPRING CREEK ANIMAL HOSPI	625026576	MEDS	06/21/2022	17.60	17.60	06/29/2022
1505	SPRING CREEK ANIMAL HOSPI	625026817	ANIMAL CARE	06/27/2022	135.00	135.00	06/29/2022
1505	SPRING CREEK ANIMAL HOSPI	625026818	MEDS	06/27/2022	60.32	60.32	06/29/2022
1505	SPRING CREEK ANIMAL HOSPI	625026819	ANIMAL CARE	06/27/2022	251.48	251.48	06/29/2022
Total 1505:					1,759.99	1,759.99	
1443	TETON COUNTY CLERK	062922	Electrical fees 2021-2022	06/29/2022	136,795.84	136,795.84	06/29/2022
Total 1443:					136,795.84	136,795.84	
581	TETON COUNTY INTEGRATED	568487	TRASH	06/21/2022	8.00	8.00	06/29/2022
Total 581:					8.00	8.00	
1227	TETON COUNTY SCHOOL DIST	062922	SCHOOL EXACTIONS 2021-202	06/29/2022	66,130.00	66,130.00	06/29/2022
Total 1227:					66,130.00	66,130.00	
268	TETON MOTORS INC	5102329	RECLINER	05/19/2022	67.44	67.44	06/29/2022
268	TETON MOTORS INC	5102640	VVALVE	06/16/2022	710.57	710.57	06/29/2022
268	TETON MOTORS INC	5102674	CREDIT: VALVE	06/20/2022	100.00-	100.00-	06/29/2022
268	TETON MOTORS INC	5102743	AIR FILTER	06/27/2022	16.71	16.71	06/29/2022
268	TETON MOTORS INC	6160213	PROGRAM TCM	06/20/2022	178.20	178.20	06/29/2022
Total 268:					872.92	872.92	
3162	TETON TRASH REMOVAL, INC.	22 JUN 939	TRASH REMOVAL	06/01/2022	48.00	48.00	06/29/2022
Total 3162:					48.00	48.00	
6591	T-MOBILE	967529416 062	MONTHLY SERVICE	06/13/2022	31.15	31.15	06/29/2022
Total 6591:					31.15	31.15	
6000	TRAFFIC SAFETY STORE	INV903719	ORANGE 28" BLK BASE CONES	06/24/2022	3,282.52	3,282.52	06/29/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6000:					3,282.52	3,282.52	
1949	VERIZON WIRELESS	9907846421	MONTHLY SERVICES	06/01/2022	6,463.79	6,463.79	06/29/2022
Total 1949:					6,463.79	6,463.79	
3420	VISA	Admin 1 2963	pearl street bagels	05/24/2022	282.25	282.25	06/21/2022
3420	VISA	Admin 1 2963	skinny skis	05/24/2022	50.00	50.00	06/21/2022
3420	VISA	Admin 1 2963	coolworks	05/24/2022	149.00	149.00	06/21/2022
3420	VISA	Admin 1 2963	Albertsons	05/24/2022	35.23	35.23	06/21/2022
3420	VISA	Admin 1 2963	Brower psychologig	05/24/2022	325.00	325.00	06/21/2022
3420	VISA	Admin 1 2963	smiths	05/24/2022	187.54	187.54	06/21/2022
3420	VISA	Admin 1 2963	usps	05/24/2022	5.10	5.10	06/21/2022
3420	VISA	Admin 1 2963	jc jewelers	05/24/2022	207.00	207.00	06/21/2022
3420	VISA	Admin 1 2963	pica	05/24/2022	1,542.40	1,542.40	06/21/2022
3420	VISA	Admin 1 2963	the lodge at Jackson hole	05/24/2022	674.90	674.90	06/21/2022
3420	VISA	Admin 1 2963	boot barn	05/24/2022	32.99	32.99	06/21/2022
3420	VISA	Admin 1 2963	target	05/24/2022	64.70	64.70	06/21/2022
3420	VISA	Admin 1 2963	indeed	05/24/2022	500.58	500.58	06/21/2022
3420	VISA	Admin 1 2963	edged in stone	05/24/2022	900.00	900.00	06/21/2022
3420	VISA	Admin 1 2963	indeed	05/24/2022	457.51	457.51	06/21/2022
3420	VISA	Admin 1 2963	wam	05/24/2022	940.00	940.00	06/21/2022
3420	VISA	Admin 1 2963	smiths	05/24/2022	525.02	525.02	06/21/2022
3420	VISA	Admin 1 2963	sidewinders	05/24/2022	755.00	755.00	06/21/2022
3420	VISA	Admin 1 2963	skinny skis	05/24/2022	50.00	50.00	06/21/2022
3420	VISA	Admin 1 2963	ortega	05/24/2022	136.45	136.45	06/21/2022
3420	VISA	Admin 1 6864	the wort	05/24/2022	63.58	63.58	06/21/2022
3420	VISA	Animal 2344 05	animal shelter supplies	05/24/2022	353.19	353.19	06/21/2022
3420	VISA	Chief 1115 05/2	costco	05/24/2022	83.35	83.35	06/21/2022
3420	VISA	Chief 1115 05/2	maverik	05/24/2022	78.94	78.94	06/21/2022
3420	VISA	Chief 1115 05/2	pay pal	05/24/2022	100.00	100.00	06/21/2022
3420	VISA	Chief 1115 05/2	tony's pizza	05/24/2022	66.36	66.36	06/21/2022
3420	VISA	Chief 1115 05/2	sams club	05/24/2022	194.12	194.12	06/21/2022
3420	VISA	Chief 1115 05/2	holiday inn	05/24/2022	238.00	238.00	06/21/2022
3420	VISA	Chief 1115 05/2	amazon	05/24/2022	10.59	10.59	06/21/2022
3420	VISA	Chief 1115 05/2	Albertsons	05/24/2022	88.95	88.95	06/21/2022
3420	VISA	Chief 1115 05/2	klm	05/24/2022	839.97	839.97	06/21/2022
3420	VISA	Chief 1115 05/2	amazon	05/24/2022	147.34	147.34	06/21/2022
3420	VISA	Chief 1115 05/2	lander golf course	05/24/2022	63.14	63.14	06/21/2022
3420	VISA	Chief 1115 05/2	cowfish	05/24/2022	135.01	135.01	06/21/2022
3420	VISA	Chief 1115 05/2	Shutterfly	05/24/2022	63.59	63.59	06/21/2022
3420	VISA	Chief 1115 05/2	amazon	05/24/2022	49.78	49.78	06/21/2022
3420	VISA	Chief 1115 05/2	dairyland	05/24/2022	18.07	18.07	06/21/2022
3420	VISA	Finance 2179 0	travel expenses	05/24/2022	631.48	631.48	06/21/2022
3420	VISA	Finance 2179 0	el abuelito	05/24/2022	105.06	105.06	06/21/2022
3420	VISA	Finance 2179 0	centro panameric	05/24/2022	2,515.20	2,515.20	06/21/2022
3420	VISA	Finance 2179 0	molly's custom silver	05/24/2022	253.87	253.87	06/21/2022
3420	VISA	Finance 2179 0	fine dining	05/24/2022	1,010.65	1,010.65	06/21/2022
3420	VISA	Finance 2179 0	centro panameric	05/24/2022	679.80	679.80	06/21/2022
3420	VISA	Finance 2179 0	centro panameric	05/24/2022	679.80	679.80	06/21/2022
3420	VISA	IT 6908 05/24/2	go daddy	05/24/2022	410.12	410.12	06/21/2022
3420	VISA	IT 6908 05/24/2	eBay	05/24/2022	79.45	79.45	06/21/2022
3420	VISA	IT 6908 05/24/2	Travelocity	05/24/2022	130.00-	130.00-	06/21/2022
3420	VISA	IT 6908 05/24/2	Garmin	05/24/2022	34.95	34.95	06/21/2022
3420	VISA	IT 6908 05/24/2	amazon	05/24/2022	78.99	78.99	06/21/2022
3420	VISA	IT 6908 05/24/2	iPhone payment	05/24/2022	278.00	278.00	06/21/2022
3420	VISA	IT 6908 05/24/2	dish network	05/24/2022	213.29	213.29	06/21/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		IT 6908 05/24/2	Fairfield inn	05/24/2022	113.82	113.82	06/21/2022
3420 VISA		IT 6908 05/24/2	hertz	05/24/2022	1,697.16	1,697.16	06/21/2022
3420 VISA		IT 6908 05/24/2	amazon	05/24/2022	3,767.87	3,767.87	06/21/2022
3420 VISA		IT 6908 05/24/2	Exxon	05/24/2022	92.80	92.80	06/21/2022
3420 VISA		LT 2 1123 05/2	mack's market	05/24/2022	43.19	43.19	06/21/2022
3420 VISA		LT 2 1123 05/2	travel expenses	05/24/2022	129.69	129.69	06/21/2022
3420 VISA		LT 2 1123 05/2	travel expenses	05/24/2022	331.62	331.62	06/21/2022
3420 VISA		LT 2 1123 05/2	walmart	05/24/2022	16.01	16.01	06/21/2022
3420 VISA		LT 2 1123 05/2	maverik	05/24/2022	46.30	46.30	06/21/2022
3420 VISA		LT 2 1123 05/2	travel expenses	05/24/2022	2,693.81	2,693.81	06/21/2022
3420 VISA		LT 2 1123 05/2	cpk conc	05/24/2022	47.00	47.00	06/21/2022
3420 VISA		LT 2 1123 05/2	capa para	05/24/2022	679.80	679.80	06/21/2022
3420 VISA		LT 2 1123 05/2	travel expenses	05/24/2022	79.43	79.43	06/21/2022
3420 VISA		LT 2 1123 05/2	holiday inn	05/24/2022	192.00	192.00	06/21/2022
3420 VISA		LT 2 1123 05/2	travel expenses	05/24/2022	44.54	44.54	06/21/2022
3420 VISA		PD 3 0355 05/2	Exxon	05/24/2022	130.38	130.38	06/21/2022
3420 VISA		PD 3 0355 05/2	amazon	05/24/2022	100.81	100.81	06/21/2022
3420 VISA		PD 3 0355 05/2	ups	05/24/2022	10.93	10.93	06/21/2022
3420 VISA		PD 3 0355 05/2	dollar tree	05/24/2022	9.28	9.28	06/21/2022
3420 VISA		PD 3 0355 05/2	ups	05/24/2022	13.51	13.51	06/21/2022
3420 VISA		PD 3 0355 05/2	amazon	05/24/2022	120.72	120.72	06/21/2022
3420 VISA		PD 3 0355 05/2	ups	05/24/2022	26.64	26.64	06/21/2022
3420 VISA		Planning 1 609	mail chimp	05/24/2022	59.00	59.00	06/21/2022
3420 VISA		Planning 1 609	the wort	05/24/2022	110.00	110.00	06/21/2022
3420 VISA		Planning 1 609	Casper star tribune	05/24/2022	9.99	9.99	06/21/2022
3420 VISA		Planning 1 609	international code council	05/24/2022	1,347.10	1,347.10	06/21/2022
3420 VISA		Planning 2 610	Springhill suites	05/24/2022	335.22	335.22	06/21/2022
3420 VISA		Planning 2 610	sofia hotel	05/24/2022	1,299.60	1,299.60	06/21/2022
3420 VISA		PW 1 8144 05/	cuttys	05/24/2022	137.50	137.50	06/21/2022
3420 VISA		PW 1 8144 05/	el abuelito	05/24/2022	500.00	500.00	06/21/2022
3420 VISA		PW 1 8144 05/	Albertsons	05/24/2022	54.03	54.03	06/21/2022
3420 VISA		PW 1 8144 05/	Albertsons	05/24/2022	9.64	9.64	06/21/2022
3420 VISA		PW 1 8144 05/	stencil	05/24/2022	404.00	404.00	06/21/2022
3420 VISA		PW 1 8144 05/	cuttys	05/24/2022	137.50	137.50	06/21/2022
3420 VISA		PW 1 8144 05/	Albertsons	05/24/2022	9.64	9.64	06/21/2022
3420 VISA		PW 1 8144 05/	bid on equipment	05/24/2022	1,297.80	1,297.80	06/21/2022
3420 VISA		PW 3 9688 05/	wyo assoc of rural water	05/24/2022	179.00	179.00	06/21/2022
3420 VISA		PW 3 9688 05/	shell	05/24/2022	60.50	60.50	06/21/2022
3420 VISA		PW 3 9688 05/	shell	05/24/2022	37.80	37.80	06/21/2022
3420 VISA		PW 3 9688 05/	hoback market	05/24/2022	70.12	70.12	06/21/2022
3420 VISA		PW 3 9688 05/	ridgeline hotel	05/24/2022	496.00	496.00	06/21/2022
3420 VISA		PW 3 9688 05/	wyo assoc of rural water	05/24/2022	179.00	179.00	06/21/2022
3420 VISA		Sergeant 1064	travel expense	05/24/2022	1,527.99	1,527.99	06/21/2022
3420 VISA		Sergeant 1064	cowboy coffee	05/24/2022	300.00	300.00	06/21/2022
3420 VISA		Sergeant 1064	amazon	05/24/2022	86.92	86.92	06/21/2022
3420 VISA		START 2 1214	Albertson	05/24/2022	61.70	61.70	06/21/2022
3420 VISA		START 2 1214	staples	05/24/2022	146.59	146.59	06/21/2022
3420 VISA		START 2 1214	FedEx	05/24/2022	35.43	35.43	06/21/2022
3420 VISA		START 2 1214	creekside	05/24/2022	241.36	241.36	06/21/2022
3420 VISA		VS 9126 05/24/	coca cola	05/24/2022	10.60	10.60	06/21/2022
3420 VISA		VS 9126 05/24/	united	05/24/2022	574.25	574.25	06/21/2022
3420 VISA		VS 9126 05/24/	ramada inn	05/24/2022	357.08	357.08	06/21/2022
3420 VISA		VS 9126 05/24/	usps	05/24/2022	4.33	4.33	06/21/2022
3420 VISA		VS 9126 05/24/	4te teton	05/24/2022	11.00	11.00	06/21/2022
3420 VISA		VS 9126 05/24/	pimsleur	05/24/2022	158.95	158.95	06/21/2022
3420 VISA		VS 9126 05/24/	capa para	05/24/2022	679.80	679.80	06/21/2022
3420 VISA		VS 9126 05/24/	hacienda	05/24/2022	292.00	292.00	06/21/2022
3420 VISA		VS 9126 05/24/	staples	05/24/2022	90.92	90.92	06/21/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	VS 9126 05/24/	car service	05/24/2022	98.35	98.35	06/21/2022
3420	VISA	VS 9126 05/24/	minute suites	05/24/2022	107.42	107.42	06/21/2022
Total 3420:					39,160.75	39,160.75	
2736	W.A.R.M. PROPERTY INSURAN	1448	PROPERTY ASSESSMENT FY20	07/01/2022	4,017.00	4,017.00	06/29/2022
2736	W.A.R.M. PROPERTY INSURAN	1448	PROPERTY ASSESSMENT FY20	07/01/2022	800.00	800.00	06/29/2022
2736	W.A.R.M. PROPERTY INSURAN	1448	PROPERTY ASSESSMENT FY20	07/01/2022	10,407.00	10,407.00	06/29/2022
2736	W.A.R.M. PROPERTY INSURAN	1448	PROPERTY ASSESSMENT FY20	07/01/2022	71,497.00	71,497.00	06/29/2022
2736	W.A.R.M. PROPERTY INSURAN	1448	PROPERTY ASSESSMENT FY20	07/01/2022	9,784.00	9,784.00	06/29/2022
2736	W.A.R.M. PROPERTY INSURAN	1448	PROPERTY ASSESSMENT FY20	07/01/2022	15,773.00	15,773.00	06/29/2022
2736	W.A.R.M. PROPERTY INSURAN	1448	PROPERTY ASSESSMENT FY20	07/01/2022	11,984.00	11,984.00	06/29/2022
2736	W.A.R.M. PROPERTY INSURAN	1448	PROPERTY ASSESSMENT FY20	07/01/2022	17,433.24	17,433.24	06/29/2022
2736	W.A.R.M. PROPERTY INSURAN	1448	PROPERTY ASSESSMENT FY20	07/01/2022	6,596.00	6,596.00	06/29/2022
2736	W.A.R.M. PROPERTY INSURAN	1448	PROPERTY ASSESSMENT FY20	07/01/2022	11,263.50	11,263.50	06/29/2022
2736	W.A.R.M. PROPERTY INSURAN	1448	PROPERTY ASSESSMENT FY20	07/01/2022	25,819.00	25,819.00	06/29/2022
2736	W.A.R.M. PROPERTY INSURAN	1448	PROPERTY ASSESSMENT FY20	07/01/2022	8,071.00	8,071.00	06/29/2022
2736	W.A.R.M. PROPERTY INSURAN	1448	PROPERTY ASSESSMENT FY20	07/01/2022	4,521.00	4,521.00	06/29/2022
2736	W.A.R.M. PROPERTY INSURAN	1448	PROPERTY ASSESSMENT FY20	07/01/2022	4,943.00	4,943.00	06/29/2022
2736	W.A.R.M. PROPERTY INSURAN	1448	PROPERTY ASSESSMENT FY20	07/01/2022	29,395.00	29,395.00	06/29/2022
2736	W.A.R.M. PROPERTY INSURAN	1448	PROPERTY ASSESSMENT FY20	07/01/2022	24,980.50	24,980.50	06/29/2022
2736	W.A.R.M. PROPERTY INSURAN	1448	PROPERTY ASSESSMENT FY20	07/01/2022	1,734.00	1,734.00	06/29/2022
2736	W.A.R.M. PROPERTY INSURAN	1448	PROPERTY ASSESSMENT FY20	07/01/2022	1,578.00	1,578.00	06/29/2022
2736	W.A.R.M. PROPERTY INSURAN	1448	PROPERTY ASSESSMENT FY20	07/01/2022	1,670.00	1,670.00	06/29/2022
2736	W.A.R.M. PROPERTY INSURAN	1448	PROPERTY ASSESSMENT FY20	07/01/2022	32,571.00	32,571.00	06/29/2022
2736	W.A.R.M. PROPERTY INSURAN	1448	PROPERTY ASSESSMENT FY20	07/01/2022	436.00	436.00	06/29/2022
Total 2736:					295,273.24	295,273.24	
244	WATTS STEAM STORE ROCKY	79065	REPAIR	05/10/2022	267.58	267.58	06/29/2022
Total 244:					267.58	267.58	
192	WEBER, MICHELLE	062122	HORSE LEASE	06/21/2022	350.00	350.00	06/29/2022
Total 192:					350.00	350.00	
563	WESTBANK SANITATION	3987212T022	940 Simon Lane	06/01/2022	63.39	63.39	06/29/2022
Total 563:					63.39	63.39	
1640	WESTERN STATE	IN002051678	GENERATOR REPAIR	06/16/2022	676.00	676.00	06/29/2022
Total 1640:					676.00	676.00	
2802	WESTWOOD CURTIS	22-901 #1	PROJ: 22-901- RANCHER COMP	06/24/2022	110,279.70	110,279.70	06/29/2022
2802	WESTWOOD CURTIS	22-901 #1	PROJ: 22-901- RANCHER COMP	06/24/2022	27,729.00	27,729.00	06/29/2022
Total 2802:					138,008.70	138,008.70	
472	WHITE GLOVE CLEANING, INC.	7366-A	JANITORIAL SERVICES CLEANI	06/30/2021	84.56	84.56	06/29/2022
472	WHITE GLOVE CLEANING, INC.	8167	JANITORIAL SERVICES CLEANI	05/31/2022	389.00	389.00	06/29/2022
472	WHITE GLOVE CLEANING, INC.	939B	MOVE OUT CLEAN @ SNOW KI	04/28/2022	297.00	297.00	06/29/2022
Total 472:					770.56	770.56	
6523	WHITE, AMANDA	062822	REIMBURSE FOR UNIFORM	06/28/2022	250.00	250.00	06/29/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6523:					250.00	250.00	
6704	WOOD ENVIRONMENT & INFRA	S44144685	STORMWATER MANAGEMENT	06/16/2022	3,061.50	3,061.50	06/29/2022
Total 6704:					3,061.50	3,061.50	
5489	WRENCH IT PLUMBING & HEATI	9448	DELONEY RESTROOMS	06/13/2022	195.00	195.00	06/29/2022
Total 5489:					195.00	195.00	
3619	WY CHILD SUPPORT ENFORCE	061722	case #209790	06/17/2022	146.76	146.76	06/16/2022
Total 3619:					146.76	146.76	
406	WYOMING LAW ENFORCEMEN	C-11703	ACADEMY TRAINING	06/20/2022	2,948.70	2,948.70	06/29/2022
Total 406:					2,948.70	2,948.70	
5539	Y2 CONSULTANTS, LLC	18882	20216 - CVL-CSD01 PEARL/WIL	03/30/2022	7,795.00	7,795.00	06/29/2022
5539	Y2 CONSULTANTS, LLC	19065	20216 E PEARL/WILLOW	05/31/2022	2,199.75	2,199.75	06/29/2022
5539	Y2 CONSULTANTS, LLC	19093	20217 E SIMPSON MEADOWLA	05/31/2022	105.00	105.00	06/29/2022
5539	Y2 CONSULTANTS, LLC	19147	20216 E PEARL/WILLOW	06/22/2022	597.50	597.50	06/29/2022
Total 5539:					10,697.25	10,697.25	
2842	YELLOW IRON EXCAVATION, LL	70711	trash removal - 915 Simon Lane	05/31/2022	35.00	35.00	06/29/2022
2842	YELLOW IRON EXCAVATION, LL	70896	TRASH REMOVAL @ 455 VINE	05/31/2022	17.50	17.50	06/29/2022
2842	YELLOW IRON EXCAVATION, LL	70896	TRASH REMOVAL @ 455 VINE	05/31/2022	17.50	17.50	06/29/2022
2842	YELLOW IRON EXCAVATION, LL	70896	TRASH REMOVAL @ 455 VINE	05/31/2022	17.50	17.50	06/29/2022
2842	YELLOW IRON EXCAVATION, LL	70896	TRASH REMOVAL @ 455 VINE	05/31/2022	17.50	17.50	06/29/2022
2842	YELLOW IRON EXCAVATION, LL	71041	155 E PEARL	05/31/2022	150.00	150.00	06/29/2022
2842	YELLOW IRON EXCAVATION, LL	71043	SNOW KING TRASH	05/31/2022	720.00	720.00	06/29/2022
Total 2842:					975.00	975.00	
Grand Totals:					1,514,615.15	1,371,047.14	

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

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

STAFF REPORT



Meeting Date:	July 5, 2022	Meeting Title:	Council Special Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P22-111 TEMPORARY SIGN PERMIT Hole Food Rescue – Million Pound Party	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.

Hole Food Rescue has requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their Annual Million Pound Party (see attached for design details).

- 105 Buffalo Way, Albertson's during:
 - August 14-26, 2022

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 location:
 - 105 Buffalo Way, Albertson's during:
 - August 14-26, 2022

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** temporary banner application (P22-111) for Hole Food Rescue's Million Pound Party, including the three conditions of approval recommended by the Planning Director in this staff report dated July 5, 2022.

Albertson's: 96" x 72" Vinyl



MILLION POUND PARTY

PLATINUM SPONSOR:

HOLEFOORDRESCUE.ORG



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: Million Pound Party Physical Address of Event: 240 S Glenwood St, Jackson, WY 83001
Description of Event: Hole Food Rescue's annual celebration of reducing food waste
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO BOX 2955 JACKSON WY Phone: 716-969-1340
E-mail: emily@holefoodrescue.org ZIP: 83001
Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertson's</u>	Business/Description: _____
Physical Address: <u>105 Buffalo Way</u>	Physical Address: _____
Dates of Display: <u>Aug 14 - 26</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.

Signature of Authorized Event Applicant

Emily Wuebbolt

Applicant Name Printed

4/25/2022

Date

Communications and Development Assistant

Title

From: [Emily Wuebbolt](#)
To: [Annette Langley](#)
Cc: [Katelyn Page](#)
Subject: Re: Hole Food Rescues Application for Annual Million Pound Party
Date: Wednesday, May 4, 2022 9:21:48 AM
Attachments: [image001.png](#)
[HFR-MPP-Banners-PRINT Albertsons Banner.png](#)
[Temporary-Sign-Permit-PDF \(1\).pdf](#)



Hi Annette,

I have updated the application with the dates. The banner dimensions are 96”H x 72”L. And I have attached a photo of the banner from years past, it will be the same banner just with updated dates on it.





MILLION POUND PARTY

PLATINUM SPONSOR:

HOLEFOORDRESCUE.ORG

On Fri, Apr 29, 2022 at 12:31 PM Annette Langley <ALangley@jacksonwy.gov> wrote:

HI Emily,

Can you please update the application to include your planned display dates and the prototype or image of the banner you plan to display, along with dimensions?

Thanks!

Annette Langley

Planning Coordinator

Town of Jackson

PO Box 1687

Jackson, WY 83001

307-733-0440 x 1304

www.jacksonwy.gov



[Sign Up for the Town's Newsletter!](#)

From: Emily Wuebbolt <emily@holefoodrescue.org>

Sent: Monday, April 25, 2022 7:48 PM

To: Town of Jackson Planning Department <planning@jacksonwy.gov>

Subject: Hole Food Rescues Application for Annual Million Pound Party

Hello,

I have attached our application to hang a banner at Albertsons for our annual Million Pound Party, which this year will be on August 25th.

Please let me know if you have any questions or if I can provide any additional information.

Thanks,

Emily



Emily Wuebbolt

she/her

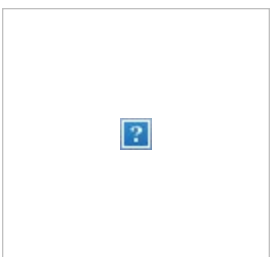
Communications & Development Assistant
Hole Food Rescue

Mobile: (716) 969-1340

Web: www.holefoodrescue.org

Physical: 1524 Martin Ln. Unit B

Mailing: PO Box 2955, Jackson, WY 83001



Emily Wuebbolt

she/her

Communications & Development
Assistant

Hole Food Rescue

Mobile: (716) 969-1340

Web: www.holefoodrescue.org

Physical: 1524 Martin Ln. Unit B

Mailing: PO Box 2955, Jackson, WY
83001



STAFF REPORT



Meeting Date:	July 5, 2022	Meeting Title:	Council Special Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P22-128 TEMPORARY SIGN PERMIT Stomping the Divots	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.

Jackson Hole Therapeutic Riding has requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their Stomping the Divots event (see attached for design details).

- 105 Buffalo Way, Albertson's during:
 - o August 1-14, 2022

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 location:

- 105 Buffalo Way, Albertson's during:
 - o August 1-14 2022

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** temporary banner application (P22-128) for Stomping the Divots, including the three conditions of approval recommended by the Planning Director in this staff report dated July 5, 2022.

Albertson's: 10' x 14' Vinyl



STOMPING *the* DIVOTS

AUG
13
2022

MELODY RANCH
POLO FIELDS

JHTR.ORG 307.733.1374

5:00
O'CLOCK IN
THE EVENING

POLO • DINNER • DANCING • LIVE AUCTION



Albertsons:

- 14'H x 10' W
- Thickness: 13 oz Vinyl
- Printed Sides: Single Sided
- Edge Finish: Welded Hem
- Grommets: Every 2-3 ft
- Pole Pockets: None
- Accessories: None



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: Stomping the Divots Physical Address of Event: 5305 S Ricks Rd Jackson, WY 83001
Description of Event: Annual fundraiser for Jackson Hole Therapeutic Riding
Grand Opening ☐ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 415 Teton Village, WY Phone: 307-733-1374
E-mail: director@jhtr.org ZIP: 83025
Non-Profit: ☒ For Profit: ☐

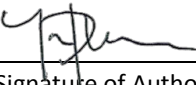
TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertsons</u>	Business/Description: _____
Physical Address: <u>105 Buffalo Way Jackson, WY 83001</u>	Physical Address: _____
Dates of Display: <u>8/1/22-8/14/22</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.


Signature of Authorized Event Applicant
Tori Plennes
Applicant Name Printed

05/20/2022
Date
Executive Director
Title

STAFF REPORT



Meeting Date:	July 5, 2022	Meeting Title:	Council Special Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P22-142 TEMPORARY SIGN PERMIT Fire in the Mountains	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.

Fire in the Mountains has requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their Music and Arts Festival (see attached for design details).

- 255 W. Deloney Ave, Miller Park during:
 - July 12 – July 25, 2022

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 location:
 - 255 W. Deloney Ave, Miller Park during:
 - July 12 – July 25, 2022

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.

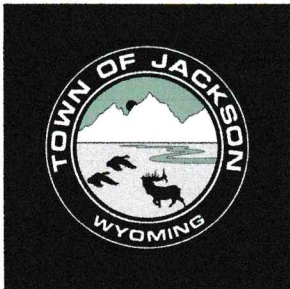
Applicant Submittal

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

I move to **approve** temporary banner application (P22-142) for Fire in the Mountains, including the three conditions of approval recommended by the Planning Director in this staff report dated July 5, 2022.

Miller Park: 3.5' x 8'





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: Fire in the Mountains Physical Address of Event: 16985 Buffalo valley rd
Description of Event: Music and Arts festival
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 642 Wilson WY 83014 Phone: 253 381 2838
E-mail: ollie@FitmFest.com ZIP: 83014
Non-Profit: ☐ For Profit: ☒

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Miller PARK</u>	Business/Description: _____
Physical Address: <u>255 W Delaney Ave</u>	Physical Address: _____
Dates of Display: <u>7/12 - 7/25</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☒ <u>pending approval</u>	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.
Attached

Yes ☐ No ☐ Installation specifications, and any structural details or specifications required for freestanding signs.
not freestanding

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.

Oliver Tripp
Signature of Authorized Event Applicant
Oliver Tripp
Applicant Name Printed

6/2/22
Date
operator
Title

Albertson's

10ft x 5ft
Tall wide

Miller Park
~~Miller Park~~

~~Miller Park~~

8ft x 3.5ft
Tall wide

Stilson:

8ft x 3.5ft
Tall wide

FIRE IN THE MOUNTAINS

MUSIC - ART - REVELRY



FITMFEST.COM
JULY 22-24, 2022
HEART SIX RANCH



STAFF REPORT



Meeting Date:	July 5, 2022	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Johnny Ziem/Tyler Sinclair
Agenda Item:	Consultant Contract: Parking Needs Study	Public Comment:	Yes

Purpose & Policy Considerations.

Consideration of a consultant contract to analyze parking needs in the public right-of-way along North Cache from 475 (Rustic Inn Creekside) to 575 (Dairy Queen) North Cache St.

Requested Action.

Approve the contract.

Recommendations.

Approve the contract to provide Task 1 and Alt B services.

Background.

The North Cache Pedestrian Streetscape Improvements was a 2014 SPET project. SPET funding has been, and continues to be, utilized for ongoing planning/design costs of the project. The approved SPET ballot language was:

Proposition #3: North Cache Pedestrian Streetscape Improvements

\$1,000,000.00 for the purpose of planning, design, engineering and/or construction of complete street pedestrian improvements on North Cache to complete the missing link between the existing North 89 pathway completed in 2011. The area included in this project is the final 1200 feet of the east side of North Cache that remains inhospitable for biking and walking. This project is sponsored by the Town of Jackson.

Staff developed concepts utilizing only the existing public right-of-way and has conducted some public and stakeholder engagement. These concepts have helped staff identify the conceptual elements that have wide agreement among stakeholders and those where consensus or agreeable compromise is still needed.

Analysis.

To advance this project, a single new concept that has consensus from Town and Joint Departments along with the public needs to be developed. The Town has a good understanding of which elements from each of the current concepts can be combined into a more agreeable solution. One question the Town needs to answer is whether the amount of existing available parking is sufficient, insufficient, or exceeds the amount of parking that is actually needed. This is important because a concept that fits within the current right-of-way would reduce the amount of available parking in the right-of-way, while a concept that retains the same amount of available parking would likely require an easement on US Fish and Wildlife (USFW) property. If an easement is needed, the Town would need to apply for it through the USFW's established request process, adding a step in the overall project design process. Staff have worked with the private consultant, Kimley Horn, that completed the Downtown Parking Study in 2019, to develop a scope of work to analyze current parking demand and develop alternatives and a recommendation on how best to accommodate parking in the overall design alternatives for this streetscape. Please see that attached draft scope of work for more information.

Possible Alternatives.

- Council could choose to not proceed with this analysis at this time.
- Council could direct staff to pursue a different set of Bid Alternates presented.
- Council could choose to move forward with development of a preferred streetscape alternative based upon staff and public feedback we have received during project development.

Comprehensive Plan & Priority Alignment.

The Comp Plan calls for beautifying our Town entrances and making them more welcoming, accommodating, and accessible to multiple modes of travel.

Common Value 2: Growth Management

Principle 4.4 - Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood.

- Policy 4.4.a: Maintain and improve public spaces
"Public spaces are the building blocks of a thriving community. Jackson's public spaces and civic facilities should be interesting and memorable, and should reinforce our sense of community. Town will continue to promote high quality design of public spaces, including creating attractive gateways, preserving views, and providing appealing public right-of-way amenities. The integration of fine arts professionals in the design of public spaces will be encouraged to create unique and visually engaging Projects..."
- Policy 4.4.b: Enhance Jackson Gateways
"The Town gateways play a special role in setting the community tone and atmosphere for the millions of guests that visit Jackson every year. Town will create a common vision for these areas, with an emphasis on bridges and waterway features. Town will work to improve visual appeal in the public realm and encourage aesthetic improvements on private property in gateway areas. Public art projects that reflect the community, environment and character of Jackson will be encouraged in order to provide unique and interesting gateway enhancements."
- Policy 4.4.d: Enhance natural features in the built environment
"Natural amenities within Complete Neighborhoods should be enhanced to improve ecological value and recreational opportunities, while also respecting existing uses and private property rights. Karns Meadow, Flat Creek, and Cache Creek are examples of important natural feature that contribute to the character of developed areas. Such resources provide an opportunity to create a series of pathways and greenways that link parks and recreational amenities within the Town and connect them to adjacent federally-managed lands such as the National Elk Refuge and Bridger-Teton National Forest. The Town will explore opportunities to enhance natural amenities within Complete Neighborhoods while preserving their ecological function."
- Strategy 4.4.S.2: Initiate gateway plans for the three community entrances.

Illustration of our Vision – District 2: Town Commercial Core

Character Defining Features – 2.5: North Cache Gateway

"This mixed use, TRANSITIONAL Subarea will be characterized as a key gateway into the Town from the National Parks and the airport to the north. Flat Creek enhancement is of great importance here, and redevelopment should seek to promote Flat Creek as a recreational and ecological amenity."

Fiscal Impact.

As presented, staff's recommendation is to proceed with Task 1 and Alt B from the consultant proposal. These two items would cost \$21,000 total. There is sufficient 2014 SPET remaining for this project to cover these costs as part of the planning and design effort.

Staff Impact.

Staff from the Public Works and Legal Departments have collectively spent approximately 5 hours coordinating with the consultant to provide this proposal and review the contract. Staff anticipates another 2 hours to finalize the contract. Once underway, Public Works staff anticipates spending approximately 15 hours over the next few months working with the consultant to complete the study.

Attachments or Links.

Kimley Horn proposal/contract

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*
I move to approve the contract with Kimley-Horn and Associates, Inc. in the amount of \$21,000 and, upon legal review and subject to minor changes by the Town Attorney, authorize the Mayor to execute the necessary contract Agreement.



May 26, 2022

Ms. Floren Poliseo
Public Works Director
Town of Jackson
450 Snow King Ave
PO Box 1687
Jackson, WY 83001

Re: **Professional Services Agreement –
Highway 191 / N. Cache St. Parking Needs Analysis
Jackson, Wyoming**

Dear Ms. Poliseo:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement to the **Town of Jackson** (“Client”) to provide professional services to assist with a parking needs analysis for the above-referenced project. Our general Project Understanding and Scope of Services are outlined below.

PROJECT UNDERSTANDING

The Town of Jackson (WY) is currently evaluating redesign options for a section of U.S. Highway 191 / N Cache St. (also named Hwy 89) near the Jackson Hole & Greater Yellowstone Visitor Center and the Flat Creek recreation area. This roadway corridor is the primary northern access point to the Town, one of three main entrances. Highway 191 is also the most direct route to and from Jackson Hole Airport, Grand Teton National Park, and Yellowstone National Park.

The objective for the roadway redesign is to passively reduce vehicle speeds while improving on roadway aesthetics, center median design, turning movements (especially for the retail buildings on the west of the highway), and safety for vehicles, pedestrians, and bicyclists. Funding for this project was approved in 2014, in part by a voter-approved \$0.01 sales tax. Preliminary concepts and public outreach have yielded several diverse stakeholder priorities which may be challenging to accomplish simultaneously. These priorities include:

- Enhance the dedicated bike and pedestrian connections
- Provide for vehicular travel
- Retain parking capacity along the sides of the right-of-way, and
- Do not reduce access for fire and emergency vehicles

To assist in balancing these priorities, the Client has requested help in evaluating the parking needs specifically along this section of the Highway. Parking demand in the right-of-way has historically been generated by overflow retail patrons, RV and oversized vehicles, staging for outdoor recreation and tours (such as rafting), and daily guest/visitor parking for the Flat Creek recreation and picnic area.

To assist in the initial evaluation, the Client has provided a series of time lapse videos of this section of the corridor. These videos were recorded in 2019 and reflect pre-pandemic demand for parking in the immediate area of the proposed improvements.

Based on our project understanding, Kimley-Horn will provide the following scope:

SCOPE OF SERVICES

Task 1: Preliminary Parking Needs Analysis

1. Request and review the following background data provided by the Client (as available):
 - a. Time lapse videos (already provided)
 - b. Updated street section concepts with a summary of the net impact to parking supply
 - c. Links to (or a contact for) County Assessor's data which shows existing commercial building square footage and tenant types
 - d. General information such as visitor center annual visits, peak times, recreation area usage, and background traffic volumes
2. Utilize the time lapse videos to provide a summary of 2019 peak hour and peak day parking needs and typical fluctuations in demand
3. Evaluate background materials and provide an analysis of existing peak season parking needs for the corridor section. Parking needs will be established based on observed usage from the 2019 videos, ITE standards for retail parking, existing availability of retail parking (considering any current design constraints), daily oversize vehicle use, and estimated other daily visitor use for the recreation and picnic area.
4. Generally, discuss parking management assumptions for the corridor section with the Client. Include a brief narrative in the deliverable on options such as time limits, pay parking, parking reservations, parking management for oversize vehicles, and options for retail and 3rd party commercial use of the right-of-way. Comment on the option to enter into easement agreements with adjacent commercial properties and possible alternatives to increase capacity by restripe or redesign of existing retail lots.
5. Provide a technical memorandum explaining the parking analysis methodology, findings, and recommendations for next steps.
6. Attend up to 2 (two) virtual project meetings (as needed) to discuss findings with the Client.

Bid Alternates

If requested by the Client, complete one or more of the following optional tasks. Bid alternates may be added to our Task 1 scope of work as part of this initial scope of work. Bid alternatives listed below will be billed as hourly with a not-to-exceed limit, depending on the amount of effort required:

- A. Conduct a site visit top Jackson to observe existing conditions and meet with the Client and/or planning team (1–2-day trip assumed)

- B. Retain a 3rd party traffic or video surveillance firm to collect updated 2022 traffic and parking counts for the subject corridor
- C. Prepare for and attend (either in person or virtually) a meeting or workshop with stakeholders to discuss parking impacts and results from our parking analysis. Any stakeholder meetings will be structured in a way that provides both background education and parking best practices and a means to collect constructive input on the parking plan.

Additional Services

Any services requested by the Client and not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following: parking occupancy surveys, market-based research or surveys of comparable projects, parking operations or technology plans, attendance at in-person meetings not specified above, or addressing committee, or other comments. Kimley-Horn will provide an amendment to this Agreement if additional services are requested by the Client.

Information Provided by Client

We shall be entitled to rely upon the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project.

SCHEDULE

Kimley-Horn will provide our services as expeditiously as practicable to meet a schedule to be mutually agreed upon after receipt of this executed agreement and notice to proceed. This scope assumes project kick-off prior to the July 4 holiday weekend and project completion no later than Fall 2022. Additional services will be completed in a timely manner after they are authorized.

FEE AND EXPENSES

Kimley-Horn will provide the consulting services described within the Scope of Services based on the fee table shown below.

Task	Task Description	Fee	Fee Type
1	Preliminary Parking Needs Analysis (~55 hours)	\$9,600	LS
Alt A	Site visit / in-person meetings (per trip incl. expenses)	\$6,000	Hr. / NTE
Alt B	Updated traffic / video surveys	\$10,500	Hr. /NTE
Alt C	Workshop prep and attendance	\$4k - \$6k	Hr. / NTE

*LS = Lump sum

*Hr. / NTE = hourly, not-to-exceed

Labor fees for any requested hourly tasks or add services will be billed on an hourly basis according to the attached rate schedule and/or separate additional services proposal. Updated estimates will be provided for Alternatives A-C, prior to the commencement of any of these tasks.

Most services described above will be completed by a Jeremiah Simpson, Project Manager (Senior Professional I) with the support of parking analyst staff (Professional).

CLOSURE

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this letter agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully executed agreement. Fees stated in this letter agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me at (720) 647-6177 if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Jeremiah Simpson
Parking Consultant / Project Manager

Attachments: Hourly Labor Rate Schedule
Standard Provisions

Town of Jackson (or representative)

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

Kimley-Horn and Associates, Inc.

2022 Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst	\$130 - \$175
Professional	\$175 - \$230
Senior Professional I	\$220 - \$310
Senior Professional II	\$290 - \$340
Senior Technical Support	\$135 - \$200
Support Staff	\$95 - \$125
Technical Support	\$110 - \$135

Effective through December 31, 2022.

Subject to annual adjustment thereafter.

Reimbursable Expenses and Sub-Consultants will be billed per the Contract.

**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be

void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

STAFF REPORT



Meeting Date:	July 5, 2022	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz, Town Engineer
Agenda Item:	2022 Fall Street Patching Contract Award	Public Comment:	Yes

Purpose & Policy Considerations.

Council consideration of award of contract for Fall Street Patching (TOJ Project 22-13).

Requested Action.

Staff requests Council award the contract.

Recommendations.

Staff recommends that Town Council approve the use of FY23 Annual Street Reconstruction funds to award in full the contract for Fall Street Patching to Avail Valley Construction-WY, LLC.

Background.

The Spring and Fall patching programs have been in place for many years in an effort to address spot locations within the Town of Jackson's road network that are deteriorating. Fall patching locations are throughout Town and determined early in the Spring after the snow and ice have melted. The Fall patching work is required to be performed between August 15 and September 16, 2022.

The project was advertised in the JH News & Guide Weekly for two weeks beginning May 18, 2022.

Analysis.

This year's target quantity and basis of the bid request was 30,000 square feet of patching throughout town. The Town received one construction bid for the project on June 2, 2022.

1. Avail Valley Construction-WY, LLC, Jackson, Wyoming

\$297,600.00

Alternatives (Optional).

1. Council may deny the contract thus not completing the Fall 2022 Patching work.
2. Direct Staff to reduce the scope of work for a lower total cost.

If this project is not approved it would create a backlog of roadway maintenance projects and possibly exacerbate the current issues intended to be addressed through this project, thereby increasing the future funding necessary to put the Town's streets back into a state of good repair.

Comprehensive Plan & Priority Alignment.

This project supports the Town Comprehensive Plan under Common Value #3- Quality of Life, Section 8 - Quality Community Service Provision.

Common Value #3 - Quality of Life, Section 8. Quality Community Service Provision

- Principle 8.1- Maintain current, coordinated service delivery
 - Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels
- Principle 8.2 - Coordinate the provision of infrastructure and facilities needed for service delivery
 - Policy 8.2.c: Require mitigation of the impacts of growth on service levels
- Strategy 8.1.S.3: Identify critical services and services requiring redundancy in service provision.
- Strategy 8.2.S.1: Coordinate the creation and maintenance of communitywide Major Capital Project List for all services listed in Principle 8.1.

Fiscal Impact.

The project is fully funded with the Annual Street Reconstruction line item in the adopted FY 2023 budget.

Staff Impact.

6-10 hours staff time contract preparation, bidding, and staff reports. Some coordination between the Contractor, PW Street and Engineering staff will be necessary. It is estimated that 5-10 hours/week of PW staff time shall be required the month prior to construction and 10-20 hours per week during two to three weeks of construction.

Attachments or Links.

None.

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

I move to approve the award of the 2022 Fall Street Patching Project to Avail Valley Construction-WY, LLC of Jackson, Wyoming in the amount of \$297,600.00, and authorize the Mayor to execute the contract.

STAFF REPORT



Meeting Date:	5 July 2022	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Floren Poliseo
Agenda Item:	Cleaning Contract – Town Hall and Si Ferrin	Public Comment:	Yes

Purpose & Policy Considerations.

Review and consideration for approval of a contract between the Town and Sosa Janitorial Services, Inc. for professional cleaning services at the Town Hall and Si Ferrin facilities.

Requested Action.

Approve the contract

Recommendations.

Approve the contract

Background.

for 10 years or more, the Town used the same cleaning service provider, C&A Professional Cleaning LLC, to clean Town office buildings until the family who owned the business retired and moved out of the region. The Town was already utilizing another cleaning service provider, White Glove Professional Cleaning & Supplies, on other Town facilities. At that time, White Glove was able to additionally clean the buildings C&A had been servicing.

In April 2022, White Glove informed the Town that they would no longer be able to service Town Hall but could maintain service to the other buildings and facilities they have been cleaning. The Public Works Department solicited quotes from four other cleaning service providers, three of which responded. Sosa's Janitorial Services, LLC was selected to provide services for Town Hall and Si Ferrin buildings.

Analysis.

The Town did not have a contract in place with either C&A or White Glove. Over the last couple of years the Public Works Department has had a few contractors provide subpar service, significantly increase costs of services, or inform us on short notice that they would no longer provide service. To protect the Town from these types of interruptions in regular services and the added burden to staff in compensating for them, Public Works has begun securing contracts with our service providers.

Possible Alternatives.

Council may choose to vote against this contract, whereby Public Works would rely on the contractor to maintain the verbally agreed service provision as has historically occurred.

Comprehensive Plan & Priority Alignment.

While cleaning services do not directly tie to any Comp Plan goals or initiatives, proper cleanliness of public spaces and staff offices contributes to public health and safety at Town facilities, and offers an inviting atmosphere for all.

Fiscal Impact.

The contract is based on an hourly labor rate and is estimated to incur an annual cost of approximately \$70,000.00. Cleaning supplies will be billed separately through other vendors, with an estimated annual cost of \$4,500.00.

Staff Impact.

Securing cleaning services for Town facilities prevents staff from having to worry about performing cleaning tasks themselves, ensuring they have the time to dedicate to the responsibilities associated with their job descriptions.

Attachments or Links.

Cleaning Services Agreement

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

I move to approve the Cleaning Services Agreement for Town Hall and Si Ferrin facilities and authorize the Mayor to execute the contract Agreement.

CLEANING SERVICES AGREEMENT

This Cleaning Services Agreement (**Contract**) is made and entered into, effective as of July _____, 2022, (**Effective Date**), by and between the Town of Jackson (**Town**), a municipal corporation of the State of Wyoming and Sosa's Janitorial Services, LLC (**Contractor**), a corporation of the State of Wyoming, as follows:

A. Description of Services. Contractor shall perform the following described services ("Town Hall Cleaning Services"):

At the Town Hall building located at 150 East Pearl Ave:

1. Main floor/ground level
 - i. 3 times per week: lobby, council chambers, public restrooms, and all high-touch surfaces (including and not limited to main doors with glass, council chamber doors with glass, reception desk shield, door handles)
 - ii. 2 times per week: staff offices, conference room, employee restrooms, and kitchenette (except the police department kitchenette addressed in iii.), police department restrooms, police department offices (except the police department 24-hour desks addressed in iii.)
 - iii. 6 times per week: police department kitchenette and adjacent 24-hour shift desks area
2. Basement
 - i. 2 times per week: offices, conference space, kitchenette, locker rooms, and gym (including mopping gym floor)
 - ii. 1 time per month: deep clean locker rooms
3. Second floor
 - i. 2 times per week: offices, restrooms, and kitchenette

At the Si Ferrin building located at 145 East Pearl Ave:

1. 1 time per week: clean offices, conference space, restrooms, and kitchenettes

At both buildings:

1. Remove trash, dust exposed desk surfaces, and vacuum every time an area is cleaned. Do not move personal objects, papers, books, etc.; clean around them if possible. Trash from small receptacles can be dumped into a single bag for disposal. Change out a bag/liner only if it is more than half full or excessively dirty.
2. Replenish toilet paper, paper towels, and other regularly used items as needed.
3. If an office is locked, do not clean it.
4. Do not remove recycling.
5. One time per month, or more frequently if needed: clean window interiors.

6. One time per 2 months, or more frequently if needed: clean shelves, baseboards, and windowsills. Do not move personal objects, papers, books, etc.; clean around them if possible.
7. One time per 2 months, or more frequently if needed: mop hard floors.

The Town may request to increase or decrease the service schedule as agreed upon between the Contractor and Town.

B. Responsibilities of Contractor. Contractor shall:

1. Provide the name, email, and direct cell phone number of a contact person to facilitate communication between the Town and Contractor.
2. Notify the Town Public Works Facilities Manager, or their designee, in the event that service will be disrupted or delayed for any period of time.
3. Be provided cards that access secure areas of Town Hall (Access Cards) for each of its staff members that will perform under this Contract at the Town Hall and shall:
 - i. Ensure that each cleaning staff member only uses the Access Card issued to them, such that the name and photo on the Access Card matches the individual who is physically using it to enter secure areas.
 - ii. Ensure access to secure areas is strictly limited to those staff members issued Access Cards (i.e., no staff member shall provide access to any other individual).
 - iii. Notify the Town Public Works Facilities Manager, or their designee, immediately if a staff member loses or misplaces their Access Card.

C. Payment.

1. Contractor will be compensated at a rate of \$40.00 per hour per worker.
2. Contractor will provide billing statements monthly.
3. All payments will be based upon work completed and the Town shall issue payment to Contractor within 30 days of the billing statement.
4. Supplies will be ordered and obtained through another vendor who will bill the Town directly for the supplies ordered.

D. Contract Period. This Contract commences on the Effective Date and ends, unless sooner terminated as provided for herein, on June 30, 2023.

E. Insurance.

1. **Liability Insurance.** Contractor agrees to keep in force at its own expense during the entire Contract Period liability insurance in compliance with Wyoming state law as will protect it from claims of any and all kind that may arise out of this Contract, whether directly or indirectly. The minimum liability limits of such insurance shall not be less than one million dollars (\$1,000,000). The Town of Jackson shall be named as an additional insured under Contractor's insurance. Proof of such insurance shall be provided to Town within seven (7) days of Effective Date of the Contract. Contractor is responsible for insuring all equipment, including any replacement equipment, that may be used during the Contract Period. Any policy of insurance shall provide that any change or cancellation of said policy shall be

made in writing and sent to the Town and Contractor at their respective addresses provided herein at least thirty (30) days before the effective date of change or cancellation.

2. **Workers' Compensation.** Contractor shall maintain Workers' Compensation Insurance for all of Contractor's employees. Such insurance shall comply with all applicable Wyoming state laws.
- F. **Termination.** Town may terminate this Contract for poor performance, defined as a failure to meet the duties and responsibilities of this Contract in a competent fashion, as determined by the Town Public Works Facilities Manager, or their designee. Such termination for poor performance shall occur only after Contractor has been advised in writing of the failure to meet the duties and responsibilities and given at least 7 (seven) calendar days to cure the poor performance. Following the termination for poor performance, Contractor shall be entitled to payment of through the last day of performance under this Contract.
- G. **Indemnity.** Except to the extent caused by the gross negligence or willful misconduct of the Town or its employees, Contractor agrees to indemnify, save, and hold harmless, and defend the Town, its elected officials, employees, and agents, from and against any liability for damages and from any liability or claims (including judgments, decrees, court costs, and defense costs), arising out of or related in any manner to Contractor's operations, or the acts or omissions of the Contractor, its officers, employees, contractors, or agents, related in any way to this Contract. Provided, the Town shall give the Grantee written notice of its obligation to indemnify the Town within fifteen (15) days of service of a claim or action subject to this Section. If Contractor assumes the defense in a timely manner, and the Town determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Town.
- H. **Governing Law and Construction.** This Contract shall be constructed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Contract, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Contract was negotiated by both parties hereto and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
- I. **Attorney Fees.** In the event that any action is filed in relation to this Contract, the unsuccessful party in the action shall pay to successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.
- J. **Entire Contract.** This Contract shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either party except to the extent incorporated in this Contract.
- K. **Modification of Contract.** Any modification of this Contract or additional obligation assumed by either party in connection with this Contract shall not be binding upon either party except to the extent of an amendment in writing executed by both Town and Contractor.
- L. **Assignment of Rights.** The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other persons, firm, corporation, or other entity without the prior express written consent of the other party.

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

Town

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

Contractor

Sosa's Janitorial Services, LLC
Attn: Ivan Sosa
P.O. Box 10786
Jackson, Wyoming 83002

- N. Severability.** In the event that any provision of this Contract is held to be in violation of Town, State, or Federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable.
- O. Binding Effect.** This Contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
- P. Governmental Immunity.** The Town does not waive its governmental immunity by entering into this Contract, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Contract.
- Q. Electronic Signatures.** The words "execution," "signed," "signature," and words of like import in this document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity, or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law.

[Signatures follow on next page]

IN WITNESS WHEREOF the parties have executed this contract the date indicated below.

CONTRACTOR:

Sosa's Janitorial Services, LLC

TOWN:

Town of Jackson
Jackson, Wyoming

Ivan Sosa
Owner

Hailey Morton Levinson
Mayor

Dated: _____

Dated: _____

ATTEST:

STAFF REPORT



Meeting Date:	July 5, 2022	Meeting Title:	Regular Meeting
Submitting Department:	Joint Housing	Presenter:	Stacy Stoker
Agenda Item:	Special Restrictions for Workforce Ownership Housing Located at Unit 55-1 Virginian Village Condominiums	Public Comment:	Yes

Purpose & Policy Considerations.

The Council will consider a Special Restriction for an existing market condominium under the Housing Preservation Program.

Requested Action.

Approval of the restriction by the Council and signed by the Mayor.

Recommendations.

Staff recommends approval of the restriction.

Background.

On January 11, 2021, the Town Council and Board of County Commissioners approved the Housing Preservation Program in order to add restrictions to existing housing stock through the purchase of Workforce Ownership Restrictions either by down payment assistance or purchasing restrictions from owners. The limit on the amount paid for restricting units was \$150,000 or 16.5% of the home's value, whichever is less. Funds in the amount of \$1,000,000 were approved from 2019 SPET.

On July 12, 2021, the Town Council and Board of County Commissioners approved raising the maximum amount paid for restricting units to \$200,000 or 20% of the home's value, whichever is less.

Analysis.

55-1 Virginian Lane is a one-bedroom condominium being purchased through the Housing Preservation Program with the following terms.

- Closing: On or before July 15, 2022
- Purchase price: \$598,000
- Down Payment Assistance: \$119,600 (or 20% of appraised value if less than purchase price)
- Owner's down payment funds: \$20,930

Possible Alternatives.

N/A

Comprehensive Plan & Priority Alignment.

Comprehensive Plan

- Principle 5.1: Maintain a diverse population by providing workforce housing. 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 goals.

Housing Action Plan

- 2C: Preserve existing workforce housing stock to avoid leakage.

Fiscal Impact.

Funds for purchasing the restriction on this unit will come from the \$1,000,000 that was allocated to the Housing Preservation Fund from the 2019 SPET.

Staff Impact.

This purchase required 30 hours from the Housing Manager at 10 hours from the Town Attorney.

Attachments or Links.

Special Restrictions for Workforce Ownership Housing Located at Unit 55-1 Virginian Village Condominiums Jackson, Wyoming.

Suggested Motion.

I move to approve the Special Restrictions for Workforce Ownership Housing Located at Unit 55-1 Virginian Village Condominiums Jackson, Wyoming as presented by staff.

**Special Restrictions
For Workforce Ownership Housing
Located at
Unit 55-1 Virginian Village Condominiums
Jackson, Wyoming**

These Special Restrictions for Workforce Ownership Housing ("Special Restrictions") are made this ____ day of _____, 2022 (the "Effective Date"), by the undersigned Owner ("Owner") and the Town of Jackson, Wyoming.

RECITALS:

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

Unit 55-1 of Virginian Village Condominiums Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on January 16, 2008 as Plat No. 1229, as further defined and described in the Declaration of Condominium recorded for said property.

PIDN: 22-41-16-33-2-09-001 ("Residential Unit")

WHEREAS, Owner voluntarily applied to the Jackson/Teton County Affordable Housing Department Preservation Program for \$98,365 for the purchase of an existing home and, as a condition of Owner's participation therein and in consideration of the acceptance of the Preservation Program funding (collectively, "Approval"), Owner was required to provide and restrict as follows:

Unit 55-1, with one bedroom. (hereinafter "Residential Unit").

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, known as the Jackson/Teton County Housing Authority ("JTCHA");

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department ("Housing Department") who are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce these Special Restrictions;

WHEREAS, in furtherance of the goals, objectives, requirements and as a condition of the Approval, and consistent with the Town of Jackson's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and

asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

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

RESTRICTIONS:

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

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS. References made herein to the “Rules and Regulations” are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures and guidelines are on file with the Housing Department or otherwise with the Town of Jackson, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations. In the case of a conflict between these Special Restrictions and the Rules and Regulations, these Special Restrictions shall apply.

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

A. Qualified Household. The ownership, use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations (“Qualified Household”). Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.

A.) A local business means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) a minimum of seventy-five percent (75%) of the business’ clients or customers are physical located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.

Or

B.) A business physically located in Teton County Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County Wyoming to perform their job.

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

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

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

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

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

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

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Occupancy.

1 Occupancy by Qualified Household. The Residential Unit may only be occupied by a Qualified Household, shall be such Qualified Household's sole and exclusive primary residence, and each Qualified

Household occupying the Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such requirement does not violate federal or state fair housing laws.

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. TRANSFER LIMITATIONS. Residential Unit may only be sold in accordance with Sections 5, and 6 below or transferred in accordance herewith as follows:

A. Divorce. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the divorce of Owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such Owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

B. Death. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the death of an Owner, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of such deceased Owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

C. Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with these Special Restrictions and the Rules and Regulations, or in the alternative, the Housing Department may exercise its option herein to purchase the Residential Unit. The following shall apply when the Housing Department determines there is a Nonqualified Transferee:

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

2 If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance or transfer.

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

SECTION 5. RESALE OF RESIDENTIAL UNIT. At Resale, Owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the “Notice to Sell”), and after receipt of such notice, the Housing Department shall determine the “Maximum Resale Price,” as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department’s determination of the Maximum Resale Price, the resale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such resale of the Residential Unit shall be subject to these Special Restrictions. The purchaser of the Residential Unit shall execute a Buyer’s Acknowledgment of Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from Owner of such Owner’s desire to sell a Residential Unit, the Housing Department may purchase the Residential Unit. So long as Owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If Owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 6. MAXIMUM RESALE PRICE. To further the Town of Jackson’s goal of providing affordable housing, the Residential Unit may not be sold for a purchase price in excess of the “Maximum Resale Price.” The Maximum Resale Price is the original Owner’s purchase price, less the amount contributed to the purchase by the JTCHA Preservation Program, plus an increase in the price by a percentage equal to the Denver-Aurora-Lakewood CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (3%), whichever is lower, per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to Owner may be reduced to account for restoration or repair of the Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department’s sole and absolute discretion. Finally, to ensure that the resale price of the Residential Unit is limited to the Maximum Resale Price, no purchaser of the Residential Unit shall assume any obligation of Owner, nor shall purchaser pay or provide to Owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the Housing Department, shall be final and binding on all parties.

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTY THAT UPON THE RESALE OF A RESIDENTIAL UNIT, OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.

SECTION 7. DEFAULT. Each of the following shall be considered a default ("Default") subsequent to notice and opportunity to cure that is consistent with the Rules and Regulations:

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

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

SECTION 8. DEFAULT REMEDIES. In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Purchase Option.

1 The Housing Department shall have the option to purchase the Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 5 and 6 herein ("Option").

2 If the Housing Department desires to exercise its Option, the Housing Department shall provide

written notice to Owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. The Option must be exercised within ninety (90) days from receipt of a notification of borrower Default or the property foreclosure.

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

C. Whether the Housing Department elects to exercise its Option or to force a sale in accordance herewith, all proceeds, unless otherwise required by statute, will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);

FOURTH, to the payment of the closing costs and fees;

FIFTH, to the two percent (2%) facilitation fee to the Housing Department;

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

SEVENTH, to the repayment to the Housing Department of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made on Owner's behalf;

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

NINTH, any remaining proceeds shall be paid to Owner.

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

D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Resale, Owner hereby irrevocably appoints the Housing Manager as such Owner's attorney-in-fact to effect any such purchase or sale on Owner's behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as the Housing Department may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of

the defaulting Owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of the Owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

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

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

SECTION 9. QUALIFIED MORTGAGE.

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

1 Is an Owner's mortgage and the principal amount of such mortgage at purchase does not exceed ninety-six and one-half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and

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

- i. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or
- ii. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or
- iii. A non-affiliated, legitimate, "finance company." In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with an Owner or any family member of Owner; or
- iv. JHTCA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit.

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

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

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

C. In the event Owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, the Housing Department shall have (in addition to the any other remedies) the right to:

1. Cure such default and assume the payments and other obligations of Owner. In such event, Owner shall be in default of these Special Restrictions, and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its Option to purchase and its right to force a sale. In addition to such remedies, Owner shall also be liable to the Housing Department for any amounts advanced.
2. Acquire the loan from the lender by paying the balance due together with accrued interest and reasonable costs, and the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the Housing Department shall determine.
3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these Special Restrictions.

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH AN OWNER OF A RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING AND ACKNOWLEDGES THAT ANY INTEREST ACQUIRED BY VIRTUE OF ITS LIEN OR MORTGAGE SHALL BE SUBJECT AND SUBORDINATE TO THESE SPECIAL RESTRICTIONS.

SECTION 10. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

A. Termination by the Town of Jackson. These Special Restrictions may be terminated after a determination by the Town of Jackson that these Special Restrictions are no longer consistent

with the Town of Jackson's goals for affordable housing.

B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:

- 1 The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an Owner.
- 2 The Housing Department did not exercise its rights as provided in Section 9, Qualified Mortgage.
- 3 Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) an Owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or any member of the Qualified Household, or (iv) the Housing Department.
- 4 In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner of the foreclosed Residential Unit.

Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an Owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 9, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein. Nothing herein shall limit or restrict Owner's right of statutory redemption, in which event, if Owner redeems, these Special Restrictions shall remain in full force and effect.

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

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

SECTION 11. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Residential Unit, or any part thereof, their heirs, devisees,

successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and the Town of Jackson, Wyoming.

SECTION 12. NOTICES. All notices required to be served upon the parties to these Special Restrictions shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address in the manner provided for giving notice.

To Housing Department

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

With a Copy to:

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

To Owner

To the address of record in the Teton County Assessor/Clerk's office

SECTION 13. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 14. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 15. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 16. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions

are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 17. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 18. INDEMNIFICATION. Owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and the Town of Jackson.

SECTION 19. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators, and assigns.

SECTION 20. GOVERNMENTAL IMMUNITY. Neither the town of Jackson, Wyoming nor the Housing Department waives governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

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

OWNER:

Alison C. Kalenak

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of , 2022, the foregoing instrument was acknowledged before me by Alison C. Kalenak, as Owner, of Unit 55-1 Virginian Condominiums.

Witness my hand and official seal.

(Seal)

Notary Public My commission expires:

TOWN OF JACKSON WYOMING

Hailey Morton Levinson, Mayor

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2022, the foregoing instrument was acknowledged before me by Hailey Morton Levinson as Mayor of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public, My commission expires:

ATTEST:

Riley Taylor, Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2022, the foregoing instrument was attested to before me by Riley Taylor as Clerk, of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public, My commission expires:

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Stacy A. Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the ____ day of _____, 2022, the foregoing Special Restrictions for Workforce Ownership Housing Located at Unit 55-1 Virginian Condominiums Jackson Wyoming was acknowledged before me by Stacy A. Stoker as Housing Manager for the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

Notary Public, My commission expires:

STAFF REPORT



Meeting Date:	July 5, 2022	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	First Amendment to Town Attorney Contract	Public Comment:	Consent - Yes

Purpose & Policy Considerations.

The Town Council approves all major contracts on behalf of the Town of Jackson and for the employment of the Town Attorney.

Requested Action.

The requested action is to approve the First Amendment to the Town Attorney contract with Lea Colasuonno and authorize the Mayor to execute the contract on behalf of the Town.

Recommendations.

Staff recommends the Town Council consider the First Amendment to the Town Attorney contract with Lea Colasuonno.

Background.

The current contract for Town Attorney with Lea Colasuonno does not expire until December 31, 2023. The proposed First Amendment has been presented to the Council for consideration and staff's understanding is that the Council is ready to move forward with this amendment that updates the base salary for the Town Attorney to \$175,000 annually.

Stakeholders include the Town of Jackson organization, the Town Council, the Town Attorney, Town staff that rely on the Town Attorney for legal advice and review, the general citizenry of the Town of Jackson that rely on the Town Attorney to represent the Town's interests in all legal matters.

Analysis.

Should the Council approve this amendment, it would be executed by Mayor Levinson and Lea Colasuonno and retained in the employee's file. Finance would be notified to update the salary.

Possible Alternatives.

Comprehensive Plan & Priority Alignment.

This item aligns with Quality of Life: Common Value 3. Securing professional, skilled and dedicated legal staff ensures timely, efficiently and safely delivered quality legal services in a fiscally responsible and coordinated manner.

Fiscal Impact.

The fiscal impact of approving this contract is the difference between the Town Attorney's salary and this new salary which is approximately \$30,000.

Staff Impact.

The staff impact of approving this contract is positive in that it provides a competitive wage to the Town Attorney and may serve as a retention tool for the Town Attorney. Having turnover in the Town Attorney position at this time would be a detriment to staff effectiveness and the ability for the Council to more effectively work towards their priorities.

Attachments or Links.

First Amendment to the Town Attorney Contract.

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

I move to approve the First Amendment to the Town Attorney contract with Lea Colasuonno as presented and authorize the Mayor to execute the contract on behalf of the Town subject to correction of any minor typos by staff.

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF JACKSON
AND LEA COLASUONNO**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF JACKSON AND LEA COLASUONNO ("**First Amendment**"), effective July 1, 2022, is by and between the Town of Jackson, a municipal corporation of the State of Wyoming, 150 East Pearl Street/P.O. Box 1687, Jackson, Wyoming 83001 ("**Town**") and Lea Colasuonno, an individual of P.O. Box 9736 Jackson, Wyoming 83002 ("**Town Attorney**"), together "Parties," both of whom understand and agree as follows.

RECITALS

WHEREAS, Town and Town Attorney executed the *Employment Agreement* on November 4, 2019. and terminated said Employment Agreement on October 5, 2020.

WHEREAS, Town and Town Attorney executed an *Employment Agreement Between The Town Of Jackson And Lea Colasuonno* on October 5, 2020 ("**Contract**"), which Contract did not update the base salary of the Town Attorney as agreed to in 2019.

WHEREAS, this First Amendment is being executed by the parties in order to update the base salary of the Town Attorney on the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual covenants and understandings contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Town Attorney agree as follows:

1. **Amendment to Section 4(a) of the Contract.** Section 4(a) of the Contract shall be rewritten as follows:
 4. **SALARY AND EMPLOYMENT BENEFITS.** If there is a conflict between the Town of Jackson Personnel Rules and Regulations Policy Manual and this Agreement, the terms of this Agreement shall control the employment relationship. As and for compensation and remuneration for Town Attorney's employment and services, the Town shall:
 - a. Provide the Town Attorney with an annual salary of One Hundred Seventy-Five Thousand Dollars (\$175,000.00), this salary being referred to herein as the "Base Salary." Any change of the Base Salary shall require a written amendment to this Agreement; however, the Base Salary may be raised periodically for cost of living increases as granted to all other Town employees without amending this Agreement.
2. **Terms of the Contract.** Any terms of the Contract not otherwise modified herein shall remain as is and unaffected by this First Amendment.

In witness hereof, this First Amendment is effective as of the date written above.

TOWN ATTORNEY

Lea Colasuonno,

By: Lea Colasuonno

TOWN

Town of Jackson,

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: Riley Taylor
Its: Town Clerk

STAFF REPORT



Meeting Date:	July 5, 2022	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	3 Creek Homeowners Association Lawsuit: Settlement Agreement	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to present Council a final and binding settlement agreement with 3 Creek Homeowners Association for it review and consideration.

Requested Action.

Staff requests Council review and consider the final and binding settlement agreement with 3 Creek Homeowners Association attached to this staff report.

Recommendations.

Staff recommends Council approve the settlement agreement with 3 Creek Homeowners Association as presented in the attached *Release and Full Settlement Agreement*.

Background.

In March 2021, 3 Homeowners Association initiated a lawsuit against the Town seeking a ruling from the District Court interpreting ambiguous language in the 2005 *Wastewater and Water System Conveyance Agreement* between the parties. The parties have since worked to clarify that agreement.

Analysis.

The parties succeeded in resolving the dispute via settlement, pursuant to which the litigation will cease. The attached *Release and Full Settlement Agreement* finally and formally settles the dispute between the parties.

Possible Alternatives.

Council could reject the *Release and Full Settlement Agreement* as drafted and request changes to the document, or it could elect to continue litigating the case, thus rejecting settlement altogether.

Comprehensive Plan & Priority Alignment.

This item aligns with the Comprehensive Plan Policy 8.1.a, the delivery of quality levels of service to the community, and, generally, to the issues of health and safety as discussed in section 8.

Fiscal Impact.

The fiscal impact of this item is \$6,000. The litigation since March 2021 cost, roughly, \$20,000.

Staff Impact.

The impact of this item has significantly impacted the Legal Department, as well as Administration and Public Works.

Attachments or Links.

The *Release and Full Settlement Agreement*.

Suggested Motion.

I move to approve the *Release and Full Settlement Agreement* as presented and authorize the Mayor to execute it.

RELEASE AND FULL SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of the payment of ***SIX THOUSAND DOLLARS (\$6,000.00)*** receipt and sufficiency of which total sum is hereby acknowledged, **3 CREEK RANCH HOMEOWNERS ASSOCIATION** and its members, successors, subsequent purchasers, devisees, administrators, executors, personal representatives, agents, and assigns, (hereinafter referred to collectively as “Plaintiff 3 Creek”) hereby releases, remises, acquits and discharges forever **TOWN OF JACKSON, WYOMING**, its officers, directors, employees, agents, and assigns, (hereinafter collectively referred to as “Defendant”) from all claims, demands, action, causes of action, damages, exemplary damages, costs, expenses, including reasonable attorneys’ fees, compensation, and all consequential damage, on account of, or in any way arising from the claims asserted in Plaintiff 3 Creek’s *Complaint*, Teton County District Court, Civ. Action No. 18416, whether known or unknown to the Plaintiff 3 Creek at the present time, and that are the subject matter of Complaint. Plaintiff 3 Creek further agrees to stipulate to the dismissal of this action with prejudice.

IT IS FURTHER AGREED that Plaintiff 3 Creek stipulates to execute the First Amendment to Wastewater and Water System Conveyance Agreement, attached herewith as **Exhibit A**.

IT IS FURTHER AGREED that this *Release and Full Settlement Agreement* (“Agreement”) is accepted in full and complete settlement of all claims and it is understood and agreed that this is a full and final release and settlement of all future claims against the Defendant, if any, that may arise from the maintenance and repairs of service laterals and/or service lines of the Onsite System, as that term is defined in Exhibit A.

IT IS FURTHER AGREED that immediately upon disbursement of the settlement proceeds to Plaintiff 3 Creek, Plaintiff 3 Creek and its attorneys agree to prepare for Defendant’s approval and to file with the Court a Stipulation and an associated Order which dismisses the *Complaint* with prejudice, each party to pay their own attorneys’ fees, costs and expenses.

IT IS FURTHER AGREED that in the event any provision in this Agreement is held void or unenforceable for any reason, it shall in no way affect the enforceability of the remaining provisions. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

IT IS FURTHER AGREED that no promise, inducement or agreement not herein expressed has been made and this Agreement contains the entire agreement between the parties. Furthermore, the terms of this Agreement are contractual and not merely a recital. No representations, promises, inducements, agreements or statements, other than those expressly set forth herein, were relied upon by the parties in entering this Agreement. This Agreement may not be modified except by a written agreement signed by all parties hereto. The requirement for written modification of this Agreement may not be modified by oral agreement.

**THE UNDERSIGNED HAS READ THIS RELEASE AND FULL
SETTLEMENT AGREEMENT AND KNOWS AND FULLY
UNDERSTANDS THE CONTENTS THEREOF.**

DATED: _____ 2022.

3 CREEK RANCH HOMEOWNERS
ASSOCIATION

BY: _____
(Print name and title)

STATE OF _____ }
 }SS
COUNTY OF _____ }

The foregoing instrument was acknowledged before me by
_____ this ____ day of _____ 2022. Witness my hand and official
seal. My commission expires: _____.

S E A L

NOTARY PUBLIC

APPROVED AS TO FORM AND CONTENT:

BY: _____
Attorney for Plaintiff 3 Creek

FIRST AMENDMENT TO WASTEWATER AND WATER SYSTEM CONVEYANCE AGREEMENT

This First Amendment to Wastewater and Water System Conveyance Agreement ("**First Amendment**") is by and between the Town of Jackson, a municipal corporation of the State of Wyoming, P.O. Box 1687, Jackson, Wyoming 83001 ("**Town**") and the 3 Creek Ranch Homeowners Association, a Wyoming nonprofit corporation, on behalf of its members, P.O. Box 2282, Jackson, WY 83001 ("**HOA**").

RECITALS

WHEREAS, the Town and HOA executed a Wastewater and Water System Conveyance Agreement on June 14, 2005 ("**Agreement**").

WHEREAS, paragraph 10 of the Agreement provides for its modification and alteration by a writing duly executed by both parties.

Now therefore, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual covenants and understandings contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and HOA agree as follows:

A. **Amendment to Paragraph 2 of the Agreement.** Paragraph 2 shall be rewritten as follows:

2. **Conveyance of Onsite System to Town.** The Owner shall donate, on their own by bill of sale, the water distribution lines, collection lines, service laterals, pumping stations and manholes to the Town at no cost or charge to the Town and the Town agrees to assume Ownership and responsibility for the operation and maintenance of the Onsite System as of the date hereof. Notwithstanding anything contrary herein, the parties agree that the Town owns the Onsite System, but that the individual homeowners own, and are responsible for, the service laterals and/or service lines, which run from the main to the individual owner's property line.

B. **Terms of the Lease.** Any terms of the Lease not otherwise modified herein shall remain as is and unaffected by this First Amendment.

In witness whereof, the Parties have executed this First Amendment as of the last date written below.

Signature Pages Follow

HOA

3 Creek Ranch Homeowners Association, a Wyoming nonprofit corporation

By: _____ Date: _____
Its: President

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____ for 3 Creek Ranch Homeowners Association, a Wyoming nonprofit corporation, and known to me, or proven by satisfactory evidence, to be the President of the corporation 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 nonprofit corporation.

Witness my hand and official seal.

Notary Public

EXHIBIT A

Town

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

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: Riley Taylor
Its: Town Clerk

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Hailey Morton Levinson, as Mayor for the Town of Jackson, Wyoming, and Riley Taylor, 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

STAFF REPORT



Meeting Date:	July 5, 2022	Meeting Title:	Regular Council Meeting
Submitting Department:	Joint Affordable Housing	Presenter:	Kristi Malone
Agenda Item:	Consideration of a Purchase Agreement and Ground Lease for an Opportunity Project at 910 Smith Lane and 915 Simon Lane	Public Comment:	Yes

Purpose & Policy Considerations.

Council will consider two documents related to a Housing Opportunity Project located at 910 Smith Lane and 915 Simon Lane that will create 12 condominium homes for members of the local workforce.

- 1) Purchase Agreement for 910 Smith Lane, and
- 2) Ground Lease for 910 Smith Lane and 915 Simon Lane.

Requested Action.

Town Council is asked to consider and approve the Purchase Agreement for 910 Smith Lane and the Ground Lease for 910 Smith Lane and 915 Simon Lane.

Recommendations.

Staff recommends purchasing 910 Smith Lane and entering into a Ground Lease to develop 12 permanently deed restricted homes at 915 Simon Lane and 910 Smith Lane.

Background.

From 2007 to 2012 the community worked to develop the Comprehensive Plan. This work included over 2,000 public comments and resulted in the adoption of the Jackson/Teton County Comprehensive Plan in 2012. Comprehensive Plan Policy 5.1.a sets a goal of housing 65% of our workforce locally. Comprehensive Plan Policy 5.4.a identifies Transitional Subareas that are appropriate for increased density and directs the community to develop a Workforce Housing Action Plan.

The 2015 Workforce Housing Action Plan (HAP) was informed by eight housing studies and is the result of the 2015 Housing Summit, which convened elected officials, stakeholders, and the public to examine workforce housing in Teton County and the Town of Jackson. HAP Initiative 2B ties together the Comprehensive Plan policy directives and Character Districts and directs staff to purchase appropriately zoned land for the purpose of partnering with private developers to develop housing for our working families. HAP Initiative 5A provides a map showing which neighborhoods in the community are appropriate for updated zoning in an effort to find locations to create affordable workforce housing through increased density.

In 2016 and 2018 density was added to the Transitional Subareas through updated Town zoning, implementing Comp Plan Policy 4.3.b and HAP Initiatives 5A and 5B. These Transitional Subareas have long been identified as places that are appropriate for more density because stand-alone houses are no longer affordable to households earning median income. Increasing the density of these Transitional Subareas to multifamily homes, which are more likely to be affordable to local working households, gives the community a better chance to achieve its goal of housing 65% of the workforce locally. By increasing the density, we are allowing workforce neighborhoods to retain their working family character instead of preserving the existing density and losing that working family character.

In July 2018, 910 Smith Lane and 915 Simon Lane along with the rest of their Midtown neighborhood, were rezoned to Neighborhood High Density 1 ("NH-1"). This zoning provides opportunities for developers to build more residential floor area if they are willing to permanently deed restrict a portion of it. We call this the 2:1 Workforce Housing "fill the box"

Tool. The HAP tells us that we should prioritize areas that are zoned to allow for greater density for housing, which is exactly what the NH-1 zoning provides.

The Project

On May 2, 2022, Council considered a 12-unit condominium public-private partnership project located on two contiguous lots, 910 Smith Lane and 915 Simon Lane. Eight of the units will be two-bedroom units and four will be one-bedroom units for a total of 20 bedrooms. Eight will have 80-120% MFI deed restrictions (4, 2-beds and 4, 1-beds). It will provide 18 parking units using stacker machines.

The Town of Jackson owns 915 Simon Lane, and the three-bedroom home currently houses a Town employee and their family. The property is zoned NH-1 and has been identified as a potential redevelopment site for future deed restricted housing. The individual who owns 910 Smith Lane approached the Housing Department about a potential partnership to develop deed restricted housing across both lots. As proposed, the owner is willing to sell his property for less than appraised value if the Town agrees to ground lease both properties to the development team (of which he is a part) to build the proposed project. This would be the first redevelopment in this neighborhood since the 2018 zoning update.

During their March 8, 2022, Regular Meeting, the Housing Supply Board recommended that Housing staff take this project to the Town Council for consideration. This recommendation came after the project was discussed by the board's Opportunities Committee then workshopped by the full board. These reviews offered an opportunity to refine the proposal before bringing it to Council for consideration.

During the May 2, 2022, Regular Meeting, Council directed staff to bring back a Purchase Agreement for 910 Smith Lane for \$1,200,000 and a Ground Lease for 910 Smith Lane and 915 Simon Lane that includes a \$300,632 investment by the Town of Jackson and eight employee rights of first purchase for the Town of Jackson.

Town Participation

As proposed, the Town will purchase 910 Smith Lane for the appraised value of \$1,200,000 and then ground lease 915 Simon Lane and 910 Smith Lane to the development team. The Ground Lease defines specific project deliverables and obligations of both the developers and the Town.

In addition to contributing the land to the development, the Town will contribute \$300,632 in cash.

In return for the land contribution and \$300,632 in cash, the Town will receive at eight Employee Rights of First Purchase ("EROP") in the development. These units will all be Affordable Ownership 80-120% MFI units and can be one or two bedrooms. Income and asset limits as well as maximum sales prices will be determined by median incomes at the time of sale. Current maximum sales prices by unit size and median incomes by household size are tabulated below.

Affordability

As proposed, eight units will be restricted as Affordable Ownership 80-120% MFI units – four two-bedroom units and four one-bedroom units.

Affordable Ownership 80-120% MFI Units		
One-bed, one-bath unit	Max Sales Price = \$314,947	Max Income by Household Size 1 person = \$103,320 2 people = \$118,020 3 people = \$132,840 4 people = \$147,600
Two-bed, two-bath unit	Max Sales Price = \$359,895	

Four two-bedroom units will be restricted as Workforce Rental units. The Workforce Rental units will be purchased separately, then rented to a household that qualifies under the Workforce Program (employed full-time locally, earns 75% income locally, no ownership of residential real estate within 150 miles); these units may not be owner-occupied. The Workforce Rental units do not have an appreciation cap or a rent cap and can therefore be sold for a higher price point than Workforce Ownership units that do have an appreciation cap. By selling four units as Workforce Rental units, increased affordability can be shared amongst the remaining eight units. This results in a 100% deed restricted development that is 67% Affordable Ownership and 33% Workforce Rental.

Unit Types

The development includes 12 condominium units with 9 and 10-foot ceilings and private balconies and porches.

1. Four one-bedroom units that are 527 square feet.
2. Four two-bedroom, two-bathroom units that are 819 square feet.
3. Four two-bedroom, two-bathroom units that are 832 square feet.

Parking

The development offers 18 parking spaces utilizing car stackers. The developers have agreed to include at least one electric vehicle (EV) charging station on site and have confirmed that EV charging will not be limited to non-stacker space (i.e., – cars that are on the stacker can also charge).

Timeline

The residential units will be constructed using modular construction methods that should minimize disruption to the neighborhood and accelerate the project timeline. Once the Ground Lease is approved, final design through construction and sales will take approximately 18 months. This includes eight months for off-site fabrication.

The current tenant located at 915 Simon Lane (Town employee) must live in the current house until the end of October 2022. At that time, the employee and his family have agreed to move to a different Town rental.

The development team had a preapplication conference with Town staff June 15, 2022. During this meeting there were no fatal flaws identified. Additionally, there have been discussions and coordination related to accommodation of future street improvements at this intersection. The Ground Lease provides for future easements (Section 2.3) “for the construction, maintenance, repair, improvements, and replacement of sewer and water infrastructure, roadways, cycle tracks, sidewalks, storm drainage, landscaping, and appurtenant items pertaining to work required to improve and realign the Snow King Avenue, Scott Lane, and Simon Lane intersection, including the southerly 20 feet of Lot 36 of Jackson Meadows Addition to the Town of Jackson, Plat 191”.

Once the Purchase Agreement and Ground Lease are executed, the project team will move forward with their planning and building applications, financing, and coordination with the modular manufacturer for the development.

Analysis.

This project requests public investment comparable to the resources the Town of Jackson has invested in past or ongoing public-private partnership projects. Utilizing Workforce Rental units to increase affordability for the remaining units in the development is a new tool for the Town and one that ensures a 100% deed restricted development and maximizes the Town’s investment through the creation of Affordable homes and the guaranteed Employee Rights of First Purchase for Town employees.

Housing Staff and the Housing Supply Board discussed density, physical development and design alternatives. This proposed 12-unit structure with a variety of three distinct floor plans in both 1 and 2-bedroom configurations was found to be an appropriate balance of considerations for housing needs and the bulk and scale character of this Midtown neighborhood. Iterations and alternatives for level of affordability of units have been discussed at length with the

developer team, and the current proposal of four Workforce Rental and eight Affordable (80-120% MFI) Ownership units was refined by the Housing Director.

Redevelopment of this site for multi-family affordable workforce housing also can serve as a catalyst project demonstrating effective use of zoning in the Midtown area.

Possible Alternatives.

Alternatives include:

1. Not moving forward with the project.
2. Asking staff to come back with a different project proposal (more/less density, different design, etc.).

Comprehensive Plan & Priority Alignment.

Principle 5.1 - Maintain a diverse population by providing workforce housing

Policy 5.1.b: Focus housing subsidies on full-time, year-round workers

Principle 5.2 - Strategically locate a variety of housing types

Policy 5.2.a: Provide a variety of housing options

Policy 5.2.b: Housing will be consistent with Character Districts

Policy 5.2.c: Provide workforce housing solutions locally

Principle 5.3 - Reduce the shortage of housing that is affordable to the workforce

Policy 5.3.c: Create workforce housing to address remaining shortages

Principle 5.4 - Use a balanced set of tools to meet our housing goal

Policy 5.4.c: Promote cooperative efforts to provide workforce housing

Policy 5.4.d: Provide incentives for the provision of workforce housing

Fiscal Impact.

The Town's investment in this project would be \$2,900,632.

- 910 Smith Lane valued purchased for \$1,200,000.
- 915 Simon Lane, currently owned by the Town. An appraisal report from May 2022, estimates the value of the property at \$1,400,000.
- \$300,632 cash

Staff Impact.

The Town Attorney spent 10 hours drafting the Agreement for Purchase and Sale of Real Property, the Employee Right of Purchase Agreement, and the Ground Lease.

Housing Department staff has spent approximately 25 hours developing this opportunity and anticipates spending 80 additional hours shepherding the development through to completion, including qualifying buyers. Annually, the Housing Department will requalify owners and tenants within the development and provide technical assistance to the HOA.

The Town Community Development Director has spent approximately 4 hours developing this opportunity and anticipates the Planning Department spending 20 more hours on the development. Writing and review of the staff report for this item has resulted in approximately 5 hours of staff time.

Attachments or Links.

Purchase Agreement for 910 Smith Lane

Ground Lease for 910 Smith Lane and 915 Simon Lane

Suggested Motion.

I move to approve a) the Agreement for Purchase and Sale of Real Property between the Town and RD RENTALS LLC,

b) the Employee Right of Purchase Agreement between the Town and S4 Flats, LLC, and c) the Ground Lease between the Town and S4 Flats, LLC, and to authorize the Mayor to execute the documents subject to minor changes by staff.

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This *Agreement For Purchase And Sale Of Real Property* ("**Agreement**") is made and entered into this _____ day of July 2022 ("**Effective Date**"), by and between the Town of Jackson, Wyoming, a duly constituted municipal corporation of the State of Wyoming, P.O. Box 1687 Jackson, Wyoming 83001 ("**Buyer**"), and RD RENTALS LLC, a limited liability company of the State of Wyoming, P.O. Box 877, Wilson, Wyoming 83014 ("**Seller**"), (together "**Parties**").

WITNESSETH:

WHEREAS, the Seller is the owner of certain real and personal property situated in Teton County, Wyoming, and are desirous of selling the same to Buyer who is desirous of purchasing the same, upon the terms and conditions set forth herein, as are more particularly described below; and

WHEREAS, the Parties desire to set out the terms and conditions of their agreement in writing with respect to the purchase and sale of said real and personal property.

NOW THEREFORE, in consideration of the premises, the terms and conditions hereinafter set forth to be faithfully performed by each, and other good and valuable consideration, the Parties hereto do mutually agree as follows:

1. RECITALS: The above and foregoing recitals are hereby incorporated into this Agreement as though fully set forth herein.

2. DESCRIPTION OF PROPERTY: The Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller, the one parcel ("**Parcel**"), addressed as 910 Smith Lane, and legally described follows:

A tract of land lying wholly within the SE¼NW¼, Section 34, T41N, R116W, Teton County, Wyoming, and being more particularly described as follows:

Lot 25 of the Jackson Hole Meadows Addition to the town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 16, 1970 as Plat No. 191.

PIN: 22-41-16-32-4-05-001.

Including and together with all and singular tenements, hereditaments, and appurtenances, and improvements thereon or thereunto belonging, but subject to taxes, reservations, covenants, conditions, restrictions, rights-of-way and easements, of sight and record.

3. PURCHASE PRICE: The total purchase price for said real and personal property shall be One Million Six Hundred Thousand US Dollars (US \$1,600,000.00) ("**Purchase Price**") to be paid in the following manner:

- a. Four Hundred Thousand Dollars (US \$400,000) gifted by Seller to Buyer.
- b. Balance of One Million Two Hundred Thousand US Dollars (US \$1,200,000.00) to be paid on the Closing Date through cash or check

4. TAXES AND ASSESSMENTS: The Parties agree that the taxes for the year 2022 shall be prorated as of the date of closing with Seller being responsible for all taxes, insurance, and all other property taxes, charges and assessments accruing in 2022 prior to that date and the Buyer being responsible to pay all taxes, insurance, and all other property taxes, charges and assessments levied and assessed thereafter.

5. TITLE COMMITMENT; OBJECTIONS TO CONDITIONS TO TITLE: A current commitment for the issuance of a standard American Land Title Association (A.L.T.A.) title insurance policy ("**Title Commitment**") from Wyoming Title and Escrow, located at 211 E Broadway Ave, Jackson, Wyoming, 83001 ("**Title Company**") in an amount equal to the Purchase Price and at Seller's expense, shall be furnished to Buyer no later than ten (10) business days after the Effective Date of this Agreement and shall be brought current as of the Closing Date (defined below). Buyer shall have the right to provide Seller written notice of any condition(s) in title or the Title Commitment to which Buyer objects within seven (7) business days of receipt of Title Commitment ("**Title Commitment Objection Deadline**"). If Buyer provides notice to Seller of objections to title to the Parcel or the Title Commitment, then Seller shall have five (5) business days within which to cure such objections or reach a written agreement with Buyer to cure such objections ("**Title Objection Cure Deadline**"). If Seller fails to cure such objection or reach a written agreement to cure prior to the Title Objection Cure Deadline to Buyer's satisfaction, Buyer shall have the option to either (i) terminate this Agreement by giving written notice of termination to Seller within two (2) business days after the expiration of the Title Objection Cure Deadline and each party hereto shall be released from all obligations hereunder or (ii) waive the objections to which no written agreement was reached and keep this Agreement in full force and effect. If Buyer fails to notify Seller in writing of an objection to the Title Commitment within the time frame set forth above, then Buyer shall be

deemed to have accepted the condition of title, excepting any objections to which written agreement was reached. If Buyer obtains a supplement or update to the Title Commitment that indicates any new conditions in title, Buyer reserves the right to object to such conditions within five (5) business days of its receipt of such supplement or update and the provisions of this Section shall apply to any new conditions. A pro forma policy or "marked" title commitment showing satisfaction of conditions to coverage shall be delivered at Closing. Seller will deliver the title insurance policy to Buyer after Closing without unreasonable delay and pay the premium thereon at the time of Closing (excluding premiums relating to extended coverage). Buyer shall be solely responsible for any additional costs associated with endorsements to the title insurance policy or extended coverage, unless otherwise agreed to in writing.

6. DUE DILIGENCE:

a. Buyer's obligations pursuant to this Agreement shall be subject to, conditioned and contingent upon the inspection, review and approval by Buyer and Buyer's attorney and agents, in all particulars, of the condition of the Parcel, explicitly including environmental assessment, sampling and testing of the Parcel and soil, water, and/or man-made materials thereupon ("**Due Diligence Investigation**"). The Buyer shall have the right, during the period commencing on the Effective Date and expiring at 5:00 P.M. Mountain Standard Time on the sixtieth (60th) calendar day after the Effective Date ("**Due Diligence Deadline**") to undertake any Due Diligence Investigation deemed necessary by Buyer.

b. Buyer may, at Buyer's sole and absolute discretion, on or before the Due Diligence Deadline: (i) terminate this Agreement for any reason or for no reason by providing notice of termination to Seller; (ii) proceed with Closing without objections subject to any additional contingencies provided elsewhere in this Agreement; or (iii) provide notice to Seller of any conditions or deficiencies or objections of any nature or sort discovered during Buyer's Due Diligence Investigation. In the event that Buyer timely delivers objection notice, the Parties shall have ten (10) business days from the date of any objection notice to reach a written agreement to remedy said objections ("**Due Diligence Cure Deadline**"). If the Parties are unable to agree upon how to remedy the objections prior to the Due Diligence Cure Deadline, Buyer, at Buyer's sole option, may (i) terminate this Agreement and the Parties will be relieved of all further obligations under this Agreement or (ii) waive the objections to which no written agreement was reached and proceed to Closing. If Buyer does not provide notice to Seller of termination or of any objections pursuant to this Section prior to the Due Diligence Deadline, then

Buyer shall be deemed satisfied with the condition of the Parcel and this Agreement will remain in full force and effect.

c. Upon twenty-four (24) hours' notice to the Seller and at reasonable times, Buyer and Buyer's agents may enter the Parcel for purposes of conducting any Due Diligence Investigation deemed necessary by Buyer; provided, however, that Buyer will minimize any disruption of Seller's use of the Parcel and, should Buyer fail to purchase the Parcel, then Buyer will repair and restore any damage to the Parcel or improvements and equipment therein as a result of such. Seller authorizes Buyer to confer and consult with any and all parties who may have information or knowledge concerning the Parcel or any of the matters identified herein.

7. ITEMS INCLUDED IN PURCHASE PRICE:

a. The Purchase Price includes all fixtures, including without limitation, all lighting, heating and plumbing fixtures, all outdoor plants, built in appliances, permanently attached floor coverings, storm windows and devices, attached mirrors, garage door openers and controls, smoke/fire detection devices, fences, water softener(s), propane tanks, heating stove(s), and fireplace inserts, and domestic water systems, if such fixtures or items currently exist on the property. No fixtures of a permanent nature will be removed.

8. APPRAISAL: Buyer is a public entity and will be using taxpayer funds to purchase the property. One appraisal has been conducted of the property. This appraisal valued the property at US \$1,600,000.00. Notwithstanding the foregoing, Seller agrees to execute the sale at the Purchase Price.

9. CLOSING: The Parties hereto agree that closing shall occur on or before 5:00PM Mountain Standard Time on July 15, 2022 with the Parties to agree upon an exact date and time for closing ("**Closing Date**") within that period. Closing shall occur at the offices of the Title Company. The Title Company shall act as the closing agent and Seller shall be responsible for all closing costs. At Closing, fee simple title in and to the Parcel shall be conveyed to Buyer in the name of "Town of Jackson," or permitted assigns. Subject to terms and conditions set forth herein, and compliance therewith, Seller shall, at Closing, execute and deliver a good and sufficient special warranty deed ("**Deed**"), in form and substance satisfactory to counsel for Buyer, in favor of Buyer or permitted assigns, including the release and waiver of all homestead rights conveying the Parcel free and clear of all liens and other encumbrances, except: (i) liens, encumbrances, and title defects that may have arisen prior to Seller's ownership of the Parcel; (ii) the general taxes for the year as of Closing; (iii) easements for utilities benefiting the Parcel; (iv) building and zoning regulations; (v) city, state and county subdivision laws; and

(vi) reservations, restrictions, rights-of-way, agreements, and easements of record approved by Buyer and its legal counsel prior to the Due Diligence Deadline. Except as provided above, any liens on the Parcel agreed to be paid by Seller shall be paid at the time of Closing from the proceeds of the transaction contemplated hereby. In addition, Seller shall, at Closing, execute and deliver a bill of sale, in form and substance satisfactory to counsel for Buyer and Seller, in favor of Buyer or its permitted assigns for the conveyance of any Personal Property. The Personal Property shall be delivered to Buyer free and clear of any materialmen's lien, charge, or security interest and/or adverse claim.

10. DEFAULT: In the event of a default on the part of the Seller, Buyer may resort to the appropriate action at law to specifically enforce compliance with the terms of this Agreement or cancel same and recover as damages all sums paid hereunder.

11. NOTICES: For purposes of this Agreement, any notice shall be deemed properly sent and received when sent by certified mail, with return receipt requested, to the Parties at the following addresses:

SELLER

RD Rentals LLC
P.O. Box 877
Wilson, Wyoming 83014

BUYER

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

until or unless changed by one party giving written notice of such change of address to the other party.

12. RISK OF LOSS: All risk of loss, whether by casualty or condemnation, to the Parcel shall be borne by Seller until delivery of the Deeds.

13. HOMESTEAD: The Parties hereby waive and release all rights under and by virtue of the homestead exemption laws of the State of Wyoming for the purpose of this Agreement.

14. REPRESENTATIONS AND DISCLAIMERS:

a. Seller hereby represents and warrants to Buyer, to the best of Seller's actual knowledge, that the execution, delivery and performance by Seller of this Agreement (i) will not violate any provision of law, or any order, judgment or decree of any court or other governmental or regulatory authority having jurisdiction over Seller or the Parcel, (ii) will not violate, result in a breach of or constitute (with due notice or lapse of time or both) a default under any contract, loan agreement, mortgage, security agreement, trust indenture or other agreement or instrument to which Seller is a party or by which it is bound or to which the Parcel are subject, and (iii) is authorized pursuant to Seller's corporate records. The truth, accuracy, and completeness of each of the representations and warranties of Seller as of the date hereof, and as of the Closing Date, shall constitute a condition precedent to the obligations of Buyer hereunder.

b. Buyer hereby represents and warrants to Seller that the execution, delivery and performance by Buyer of this Agreement (i) will not violate any provision of law, or any order, judgment or decree of any court or other governmental or regulatory authority having jurisdiction over Buyer, and (ii) will not violate, result in a breach of or constitute (with due notice or lapse of time or both) a default under any contract, loan agreement, mortgage, security agreement, trust indenture or other agreement or instrument to which Buyer is a party or by which it is bound. The truth, accuracy, and completeness of each of the representations and warranties of Buyer as of the date hereof, and as of the Closing Date, shall constitute a condition precedent to the obligations of Seller hereunder.

c. Buyer acknowledges that it is purchasing the Parcel described herein in "as is" condition and that no representations have been made to Buyer by Seller or Seller's agents as to the Parcel or their condition, except for warranties expressly provided for herein and except for any items noted pursuant to paragraph 6 hereof. At the time of closing Seller shall provide Buyer with all warranties and owner's manuals relating to the Parcel that are in Seller's possession. Seller warrants and will ensure that all equipment is in working condition on the closing date.

15. MISCELLANEOUS:

a. TIME: Time is of the essence of the Agreement, and the Parties agree to act promptly, and to do and to perform all acts required of them, respectively, in order to consummate this Agreement without delay.

b. BINDING EFFECT: It is mutually agreed that this Agreement shall supersede any and all prior contracts or memorandums of agreement which have been heretofore executed by the Parties and that all the

terms of said other agreements, including any previous oral agreements, have been incorporated herein. It is further agreed that this Agreement shall be binding upon the Parties hereto, their heirs, executors, administrators and assigns.

c. SUCCESSORS AND ASSIGNS. Except as otherwise provided in this Agreement, neither Party shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party hereto and any such attempted assignment without such prior written consent shall be void and of no force and effect.

d. GOVERNING LAW; VENUE. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The Parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States of America for the District of Wyoming. This Agreement was negotiated by both Parties hereto. As such, this Agreement shall not be construed against or in favor of any Party by virtue of which party drafted the Contract or any portion thereof.

e. LEGAL REPRESENTATION; FEES; EXPENSES: This Agreement was drafted by legal counsel for the Buyer, acting on behalf of the Town of Jackson. Seller acknowledges that they have had the opportunity to consult with an attorney of their choosing prior to entering into this Agreement. Each party shall be responsible for their own expenses in connection with this Agreement and the transactions contemplated hereby, including, without limitation, any legal and accounting fees, whether or not the transactions contemplated hereby are consummated.

f. FORCE MAJEURE. No Party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to acts of God, pandemic, public enemy, civil war, strikes or labor disputes, or any other cause beyond the Parties' reasonable control. Each Party agrees to notify the others promptly of the occurrence of any such cause and to carry out this Agreement as promptly as practicable after such cause is terminated.

g. SEVERABILITY. If any part of this Agreement is declared by any court or other judicial or administrative body of competent jurisdiction to be null, void, or unenforceable, said provision shall survive to

the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect.

h. AMENDMENTS; WAIVERS. This Agreement may only be amended or modified, and any of the terms, covenants, representations, warranties, or conditions hereof may only be waived, by a written instrument executed by the Parties hereto, or in the case of a waiver, by the Party waiving compliance. Any waiver by any Party of any condition, or of the breach of any provision, term, covenant, representation, or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as a further or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

i. SECTION AND PARAGRAPH HEADINGS. The section and paragraph headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

j. SALES TAX. Pursuant to Wyoming law, it is understood that the transfer of any personal property pursuant to this Agreement is not an exception to the obligation to pay sales tax. Accordingly, in accordance with Wyoming law, it shall be Buyer's obligation post-Closing to file all necessary documentation with the Department of Revenue regarding the transfer of the Personal Property and to pay all sales tax due (if any) to the State of Wyoming as a result of the transfer of the Personal Property. This item shall survive Closing and delivery of the Deed.

k. AGREEMENT REGARDING UNFORESEEN DELAY IN RECORDING DEED OR IN LENDING REQUIREMENTS. Buyer and Seller agree that the Title Company scheduled to close the transaction may not be able to record the Deeds and fund this transaction on an agreed upon Closing Date. If the Title Company must delay the Closing of this transaction, through no fault of the Buyer or Seller, the Buyer and Seller agree that the Closing shall be delayed until the Title Company is able to record the Deeds and fund the transaction without an extension agreement, but in no event may the Closing Date be extended pursuant to this Title Company delay for more than five (5) business days.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the day and year first above written and executed the same on the dates indicated below by their respective signatures.

SELLER:

RD RENTALS, LLC

Tobin Dennis
RD Rentals, LLC

Date

BUYER:

Town of Jackson

Hailey Morton Levinson, Mayor
Town of Jackson, Wyoming

Date

Attest:

Riley Taylor, Town Clerk

GROUND LEASE
(S4 FLATS)

THIS GROUND LEASE (the "Lease") is entered into and made to be effective as of the ____ day of _____, 2022 (the "Effective Date"), by and among the **Town of Jackson**, a Wyoming municipal corporation (the "Lessor" or "Town") and the **S4 FLATS LLC**, a Wyoming limited liability company (the "Lessee" or "TBD").

RECITALS

WHEREAS, Lessee is a Wyoming LLC constituted pursuant to Wyo. Stat. §17-29-101 et. seq.;

WHEREAS, Lessee is not exempt from the Town of Jackson Land Development Regulations ("LDR") requirements associated with the commercial condominium units and shall comply with all relevant and applicable LDR standards therefore;

WHEREAS, Lessor has determined the shortage of affordable housing opportunities is a growing burden of the Town and part of its governmental function, and that there is a strong need for the assistance of the Lessee in meeting such need;

WHEREAS, Lessor owns certain real property located within the Town of Jackson legally described on Exhibit A attached hereto with a physical address of 915 Simon Lane and 910 Smith Lane, together with all rights, privileges and appurtenances thereto (the "Property");

WHEREAS, Lessor has determined that the Property is suited for affordable housing opportunities for the benefit of the community and desires that Lessee develop a minimum of eight (8) affordable residential condominium units and a minimum of four (4) workforce residential condominium units on the Property (the "S4 FLATS");

WHEREAS, in exchange for the Town leasing the Property to S4 FLATS LLC, which shall occur contemporaneously with execution of this Agreement, and a financial contribution of \$300,632 to S4 FLATS LLC, which shall be available upon execution of this Agreement for up-front project soft costs and held in escrow, for the development of the S4 FLATS, all in accordance with the terms and conditions set forth in this Lease: (i) S4 FLATS will be solely responsible for the permitting, entitlement, demolition of existing structures, development, construction and financing of the S4 FLATS; (ii) S4 FLATS LLC will be solely responsible for the marketing, selection of buyers, and sale of the S4 FLATS; and (iii) S4 FLATS LLC will grant Lessor for the benefit of its employees eight (8) revolving first options to purchase residential units within S4 FLATS.

WHEREAS, Lessor and Lessee now desire to enter into this Lease pursuant to the terms and conditions set forth herein so that Lessee can accomplish the permitting, entitlement, financing, construction, marketing, and sale of the S4 FLATS thereby lessening the burden of government.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual promises and covenants herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor hereby leases the Property to the Lessee, and the Lessee hereby leases the Property from Lessor subject to the terms and conditions set forth hereafter.

ARTICLE 1. DEFINITIONS

1.1 Definitions. The following terms shall have the following meanings in this Lease.

(a) "Affordable Housing Restriction" means the standard form deed restriction for affordable housing used by the Jackson/Teton County Housing Department, or a substantially similar successor document.

(b) "Award" means any compensation or payment made or paid for the Total, Partial or Temporary Taking of all of any part of or interest in the Property and/or the Improvements, whether pursuant to judgment, agreement or otherwise.

(c) "Homebuyer Special Restriction" or "Fannie Mae Approved Special Restriction" shall mean the Special Restriction that will be recorded against each Residential Unit by the Lessee.

(d) "Improvements" shall mean the buildings, structures and other improvements, including the building fixtures therein, hereafter located on the Property, including but not limited to the Residential Units; provided, however, that the buildings and structures on the Property as of the Effective Date will be demolished by Lessee and shall not constitute "Improvements" for purposes of this Lease.

(e) "Lease" shall mean this ground lease between the Lessee and the Lessor for the Property and shall include any and all duly approved amendments made to this Lease in writing.

(f) "Lease Term" shall have the meaning set forth in Section 2.2.

(g) "Leasehold Mortgage" shall mean any mortgage, deed of trust, security agreement or collateral assignment securing a Loan and encumbering Lessee's leasehold interest in the Property.

(h) "Lender(s)" shall mean only those lenders identified by Lessee to the Lessor in writing, and any assignee of such Lenders who are also identified to the Lessor in writing during the term of the identified loans.

(i) "Loans" shall mean collectively any loans or funding sources originated by Lessee secured by the Property.

(j) "Loan Documents" shall mean all loan agreements, notes, deeds of trust, security documents, including regulatory agreements, use agreements, security agreements, fixture filings, and financing statements required in connection with any Loans.

(k) "S4 FLATS" has the meaning set forth in the Recitals.

(l) "Notice of Intended Taking" means any notice or notification on which a reasonably prudent person would rely, and which said person would interpret as expressing an existing intention of Taking as distinguished from a mere preliminary inquiry or proposal. It includes, without limitation, the service of a condemnation summons and complaint on a party to this Lease. The notice is considered to have been received when a party to this Lease receives from the condemning agency or entity a notice of intent to take, in writing, containing a description or map of the taking which reasonably defines the extent of the taking.

(m) "Partial Taking" means any taking of the fee title of the Property and/or the

Improvements that is not either a Total, Substantial or Temporary Taking.

(n) "Party" shall mean the Lessor or the Lessee individually.

(o) "Parties" shall mean the Lessor and the Lessee collectively.

(p) "Property" has the meaning set forth in the Recitals.

(q) "Qualified Buyer" shall mean an individual or household who is qualified to purchase a restricted Workforce Ownership Unit or an Affordable Ownership Unit pursuant to Section 3 of the Rules and Regulations, or a substantially similar successor section.

(r) "Qualified Household" shall mean an individual or household who is qualified to rent a restricted Workforce Ownership Unit or an Affordable Ownership Unit pursuant to Section 3 of the Rules and Regulations, or a substantially similar successor section.

(s) "Residential Units" has the meaning set forth in Section 2.4(a).

(t) "Rules and Regulations" shall mean any valid and legal duly adopted rule of the Jackson /Teton County Housing Department (JTCHD). Where this Lease looks to the Housing Department Rules and Regulations, the applicable Rule or Regulation is the one in force at the time the definition is relied upon, unless otherwise specified. For example, if the Housing Department was using one definition of "qualified buyer" in October 2023 when one unit was sold, and a different definition of "qualified buyer" in November 2023 when another unit was sold, the October purchaser would have to be a Qualified Buyer under the applicable provision at that time, and the November buyer would have to be a Qualified Buyer under the different applicable provision at that time. Furthermore, where there is conflict between the Housing Department Rules and Regulations and this Lease, this Lease shall control.

(u) "Taking" means institution of any proceedings for the taking or condemnation of all or a portion of the Property by the government of the United States, State of Wyoming, County of Teton, or any other governmental authority, or any other entity under the right of eminent domain. Unless otherwise provided, the taking shall be deemed to occur as of the earlier of (a) the date actual physical possession is taken by the condemnor, or (b) the date on which the right to compensation and damages accrues under the law applicable to the Property and/or the Improvements.

(v) "Substantial Taking" means the taking of so much of the Property and/or the Improvements that the portion of the Property and/or the Improvements not taken cannot be repaired or reconstructed, taking into consideration the amount of the Award available for repair or reconstruction, rendering the Property and/or Improvements economically unfeasible for the Lessee's intended purpose. Eminent domain actions filed by Lessor against owners of portions of the Property and pending as of the date of this Lease shall not be deemed, construed or interpreted as a Substantial Taking under this Lease.

(w) "Temporary Taking" means a taking of all or any part of the Property and/or the Improvements for a term certain which term is specified at the time of taking. Temporary Taking does not include a taking which is to last for an indefinite period or a taking which will terminate only upon the happening of a specified event unless it can be determined at the time of the taking substantially when such event will occur. If a taking for an indefinite term should take place, it shall be treated as a Total, Substantial or Partial Taking in accordance with the definitions set forth herein.

- (x) "Total Taking" means the taking of the fee title to all of the Property.
- (y) "Workforce Housing Restriction" means the standard form deed restriction for workforce housing used by the Jackson/Teton County Housing Department, or a substantially similar successor document.
- (z) "Weighted Drawing" shall mean the process of selecting buyers for deed restricted units, pursuant to Section 4 of the Rules and Regulations, or a substantially similar successor section.
- (aa) "Initial Sale" shall mean the initial sale by the Lessee of a deed restricted Residential Unit to a Qualified Household.

ARTICLE 2. LEASE OF THE PROPERTY; TERM; LEASE PAYMENTS; CONSTRUCTION OF UNITS TAXES AND ASSESSMENTS

2.1 Lease of the Property. The Lessor, for and in consideration of the covenants and agreements to be kept and performed by the Lessee, leases the Property to the Lessee, and in consideration thereof, the Lessee does take, hire and lease the Property from the Lessor pursuant to the terms of this Lease. Concurrently with the execution of this Lease, Lessor and Lessee shall record this Lease in the Office of the Teton County Clerk.

2.2 Retained Lessor Interest. Lessee acknowledges and affirms that there is an existing Residential Lease Agreement between Lessor and Kyle Foster and that said Residential Lease Agreement does not terminate until November 30, 2023. Lessee agrees that, unless voluntarily terminated sooner by Lessor and/or Kyle Foster, said Residential Lease Agreement will remain in place, burden the Property, and that Lessor shall retain the interest in the Residential Lease Agreement.

2.3 Easements. Lessee hereby agrees, upon request of Lessor and at no cost to the Lessor, will grant easements in favor of the Lessor as may be necessary for the construction, maintenance, repair, improvements, and replacement of sewer and water infrastructure, roadways, cycle tracks, sidewalks, storm drainage, landscaping, and appurtenant items pertaining to work required to improve and realign the Snow King Avenue, Scott Lane, and Simon Lane intersection, including the southerly 20 feet of Lot 36 of Jackson Meadows Addition to the Town of Jackson, Plat 191. The parties hereby agree that the easements granted pursuant to this Section 2.3 shall not be the basis for reducing the maximum development potential of the site.

2.4 Term. The term of this Lease shall commence upon the Effective Date and end fifty (50) years from that date, unless sooner terminated as provided for herein (the "Lease Term").

2.5 Lease Payments. The Lessee shall make all lease payments to the Lessor, at Post Office Box 1687, Jackson, Wyoming 83001, or such other place as Lessor may designate in writing. Rent for the Property will be \$10.00 per year. If at any time the Property is not used in accordance with the intent of this Ground Lease to provide for decent, affordable housing, the rent shall be increased to an amount calculated by the Town to equal the market rental value of the Leased Land for unrestricted use.

2.6 Construction of S4 FLATS; Sale of Residential Units and Administration of Special Restriction.

(a) Obligation to Entitle, Develop and Construct. The Lessee shall be obligated to entitle, develop and construct a minimum of twelve (12) residential condominium units, of which a minimum of eight (8) shall be affordable residential condominium units and a minimum of four (4) shall be workforce residential condominium units, consisting of at least twenty (20) bedrooms (the "Residential Units") and a minimum of eighteen (18) parking spaces, all of which shall be on the Property, and all as

generally depicted on Exhibit B attached hereto. Lessee shall be obligated to install, at its sole cost and expense, all site improvements required by the laws and regulations of the Town of Jackson, Lessor or desired by Lessee, for the S4 FLATS, including, but not limited to, the burying or relocation of power lines, utilities, sewer and storm sewer lines, water lines, and storm drains; the connection to sewer, water, storm drain and electrical systems; and the modification of or additions to landscaping and roads on the site or in the adjacent right-of-way. Lessee shall be obligated, as required by the Jackson Municipal Code, to screen and undertake mitigation measures in order to minimize construction disturbance to adjacent and nearby properties, business operations, and the general public.

(b) Building Permit; Verification of Sufficient Funds. Prior to the issuance of the building permit for the S4 FLATS, Lessee will provide to Lessor written verification from Lender that Lessee holds sufficient private funding and has secured sufficient third-party financing funds for the completion of the construction of the S4 FLATS. The building permit will not be issued until the foregoing requirement has been deemed satisfied by Lessor in its reasonable discretion. The Lessee, at its expense, will obtain a payment and performance bond pursuant to LDR Sec. 8.2.11, as amended, to ensure the completion of the S4 FLATS.

(c) Reporting Requirements. Upon commencement of construction, Lessee will review, on a quarterly basis, the progress of the construction with Lessor for the S4 FLATS. This review would include budget and schedule tracking, as well as a discussion of any key project issues, to ensure the construction is on time and on budget. Upon project completion, Lessee will provide the Lessor will a full cost accounting of the construction project. Lessor, at its sole discretion, may demand and Lessee shall provide, any additional documentation related to the project.

(d) Final Plat. The Lessee shall be obligated to pursue and accomplish the Final Plat approval of the S4 FLATS by Lessor, in compliance with the Town of Jackson LDRs. The Final Plat application to the Town of Jackson shall include the following: (i) the Homebuyer Special Restriction; (ii) S4 FLATS Employee Right of Purchase Agreement, in substantially the form attached hereto as Exhibit C (the "Employee Right of Purchase Agreement"); and (iii) the Condominium Declaration for the S4 FLATS (the "Condo Dec"). The Lessor has discretion, which shall not be unreasonably withheld and provided such discretion is not exercised arbitrarily, to approve or deny the proposed Condo Dec. Criteria for evaluating the Condo Dec includes, but is not limited to: (1) provisions for automatically transferring the declarant's interest in the Property to the condominium owners' association; and (2) provisions designed to capitalize the condominium owners' association for necessary future repairs.

(e) Escrow. Upon the Lessor's Final Plat approval, the Plat, the Homebuyer Special Restriction, the Employee Right of Purchase Agreement and the Condo Dec shall be held for recordation by an escrow agent mutually acceptable to Lessor and Lessee until such time that Lessee obtains Certificates of Occupancy for the Residential Units.

(f) Financial Verification. Upon receipt of a Certificate of Occupancy, Lessee shall deliver to Lessor written confirmation from Lessee's Lender that Lessee is in good standing with the Loans and Lender is confident in Lessee's ability to satisfy all obligations of the Loan ("Financial Verification").

(g) Warranty Deed and Termination of Ground Lease. Upon Lessor's satisfaction with the Financial Verification, which satisfaction shall not be unreasonably withheld, Lessor shall execute, and deliver the following documents to the escrow agent: (i) a Warranty Deed from Lessor to Lessee for the Property in form and substance mutually acceptable to Lessor, Lessee and Lender (the "Conveyance Deed"); and (ii) a Termination of Ground Lease that terminates this Lease in form and substance mutually acceptable to Lessor, Lessee and Lender (the "Ground Lease Termination").

(h) Escrow Instructions and Recordation of Documents. Upon satisfaction of Sections 2.4(b) through (e) above, the Lessor and Lessee agree to direct the escrow agent, in writing, to immediately record, in the following order, the Conveyance Deed, the Ground Lease Termination, the Final Plat, Homebuyer Special Restriction, the Condo Dec, and the Employee Right of Purchase Agreement, in that order.

(i) Sale of Units. Lessee shall offer the Residential Units for sale as condominiums to Qualified Buyers. Lessee shall maintain the right to rent the Residential Units to Qualified Households pending Initial Sale.

(j) Date of Completion. Lessee must submit for a certificate of occupancy from the Town of Jackson for the entire project within 24 months of receiving building permit approval from the Town of Jackson, unless S4 FLATS LLC applies for, and the Town of Jackson approves, an extension pursuant to the LDRs. Failure to comply with this provision will result in liquidated damages of \$100 per day for the first 15 days after the deadline, \$250 per day for days 16-30 after the deadline and, thereafter, \$500 a day, which damages shall be in addition to any other remedies the Town of Jackson may have under this Lease or any other applicable law.

(k) Date of Initial Sale. Unless otherwise agreed to, Lessee must sell all Residential Units within twelve (12) months of issuance of the certificate of occupancy. Notwithstanding the foregoing, the parties acknowledge that market and economic forces beyond the control of any parties to this Lease may impact initial sales of the S4 FLATS units. Therefore, in the event the Wyoming Cost of Living Index Northwest Region as published by the Wyoming Department of Administration & Information, Economic Analysis Division is negative for 3 quarters or more, the Lessee's deadline to sell all the S4 FLATS units shall be extended by eighteen (18) months.

(l) Amendment for Alternative Development Structure. Notwithstanding anything herein to the contrary, if prior to May 1, 2023, Lessor, Lessee and Lender mutually agree upon an alternative development structure that results in Lessor retaining an ownership interest in the Property, then this Lease shall be amended as necessary to accommodate the alternative development structure. If an alternative development structure is not agreed upon by Lessor, Lessee and Lender in writing by May 1, 2023, the Property shall be conveyed in accordance with Section 2.4(g).

2.7 Taxes and Assessments.

(a) Payment by Lessee. Lessee covenants and agrees during the entire Lease Term, at its own cost and expense, to pay, subject to any applicable exemptions, prior to delinquency and before any fine, penalty, interest, or other charge may be added to them for nonpayment, all real estate taxes, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature, made, assessed, levied or imposed upon, or due and payable in connection with, or which become a lien upon, the Property, the Improvements located thereon, or any part of the Property or Improvements located thereon, or upon this Lease, as well as assessments for sidewalks, streets, sewers, water, or any other public improvements and any other improvements or benefits which shall, during the Lease Term, be made, assessed, levied, or imposed upon or become due and payable in connection with, or a lien upon the Property, the Improvements, or any part of the Property or Improvements, or upon this Lease. Nothing herein shall impair Lessee's right to request and receive exemption from the payment of real estate taxes. Notwithstanding anything in this Lease to the contrary, Lessee shall not be required to pay any franchise tax or transfer tax imposed on any document to which Lessor is a party (other than this Lease) creating or transferring an estate or interest in the Property, any municipal, state or federal income taxes levied against

Lessor, any income, profits or revenues tax, assessment or charge imposed upon the Rent received by Lessor under this Lease, any estate, gift, succession, inheritance or transfer taxes of Lessor, or any business and occupational tax attributed and imposed upon Lessor for work, business or income not related or attributable to the Property.

(b) Lessee's Right to Contest. If Lessee disputes any amount or validity of any liens, taxes, assessments, or charges upon the Property or the Improvements located thereon, Lessee may contest and defend against the same at its cost, and in good faith diligently conduct any necessary proceedings in connection therewith to prevent and avoid the same; provided, however, that such contest shall be prosecuted to a final conclusion as speedily as possible. Lessor agrees to render to Lessee all reasonable assistance, at no expense to Lessor, in contesting the validity or amount of any such liens, taxes, assessments or charges, but specifically excluding joining in the signing of any protests or pleadings to the tax assessor. During any such contest, Lessee shall (by the payment or bonding of such liens, disputed taxes, assessments or charges, if necessary) prevent any advertisement of tax sale, any foreclosure of, or any divesting thereby of Lessor's title, reversion or other interest in or to the Property.

ARTICLE 3. MAINTENANCE; USE OF PREMISES

3.1 Title to Improvements.

(a) During the Lease Term title to all Improvements, now existing or later made, on the Property are and shall be vested in Lessee, provided, however, that Lessee shall have no right to destroy, demolish or remove the Improvements except as specifically provided for in this Lease or as approved in writing by Lessor. Lessor acknowledges and agrees that any and all depreciation, amortization and tax credits for federal or state tax purposes relating to the Improvements located on the Property and any and all additions thereto, substitutions therefor, fixtures therein and other property relating thereto shall be deducted or credited exclusively to Lessee during the Lease Term and for the tax years during which the Term begins and ends.

3.2 Permits. Licenses and Easements; Utilities. The Lessor, by virtue of its fee title to the Property, may hold certain rights, entitlements or credit with respect to utility capacity and connections, and in that capacity, Lessor agrees that, within a reasonable period after receipt of written request from the Lessee, it shall (at no expense to the Lessor) join in any and all applications for permits, licenses or other authorizations required by any governmental or other body claiming jurisdiction in connection with any work the Lessee may do pursuant to this Lease, and shall also join in any grants of easements for public utilities useful or necessary to the development of the Property.

3.3 Use of Property. The Lessee shall at all times during the Lease Term use the Property and the Improvements for the purposes set forth in this Lease, consistent with all applicable zoning and environmental laws of any governmental authority having jurisdiction over the Property and the Improvements. The Lessee agrees to comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the United States, the State of Wyoming, the County of Teton, the Town of Jackson and of any other governmental authority having jurisdiction over the Property or the Improvements.

3.4 Utilities. The Lessee shall be responsible for the cost of all utilities, including water, heat, gas, electricity, waste removal, sewers, and other utilities or services supplied to the Property, and the Lessee shall pay or cause same to be paid currently and as due.

3.5 Damage to Person or Property; Hazardous Materials; Indemnification.

3.6.1 Damage to Person or Property - General Indemnification. During the Lease Term Lessor shall not in any event whatsoever be liable for any injury or damage to any person happening on or about the Property, for any injury or damage to the Improvements, or to any property of Lessee, or to any property of any other person, entity or association on or about the Property. Lessee shall defend, hold harmless and indemnify the Lessor, and its respective officers, agents, and employees (each an “Indemnified Party” and together, the “Indemnified Parties”), of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising from and during its tenancy, its use of the Property and the Units, and any of its operations activities thereon or connected thereto; provided, however, that this Section 3.6 shall not be deemed or construed to and shall not impose an obligation to indemnify and save harmless the Lessor, the Town or any of their officers, agents or employees from any claim, loss, damage, liability or expense, of any nature whatsoever, arising from or in any way related to or connected with any willful misconduct or gross negligence by the person or entity seeking such indemnity. This Section 3.6.1 shall survive termination of this Ground Lease.

3.6.2 Hazardous Materials – Indemnification.

(a) Lessee shall indemnify, defend, and hold the Lessor, and its officials, officers, agents and employees (individually, an “Indemnified Party” and collectively, the “Indemnified Parties”) harmless from and against any and all losses, costs, claims, damages, liabilities, and causes of action of any nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel and engineering consultants) (the “Liabilities”) incurred by or asserted against any Indemnified Party in connection with, arising out of, in response to, or in any manner relating to violation of any Environmental Law, or any Release, threatened Release and any existing or future condition of pollution, contamination or Hazardous Substance-related nuisance on, or under or from the Property. The foregoing indemnity shall apply to any Liabilities arising from and during Lessee’s tenancy. This Section 3.6.2 shall survive termination of this Ground Lease.

(b) For purposes of this Section 3.6.2, the following definitions shall apply:

(i) “Hazardous Substance” shall have the meaning set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended as of the date of this Agreement, 42 U.S.C. ‘9601(14), and in addition shall include, without limitation, petroleum (including crude oil or any fraction thereof) and petroleum products, asbestos, asbestos-containing materials, polychlorinated biphenyls (“PCBs”), PCB-containing materials, all hazardous substances identified in the Wyoming Health & Safety Code 25316 and 25281(d), all chemicals listed pursuant to the Wyoming Health & Safety Code 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, or contaminant under Environmental Law.

(ii) “Environmental Law” shall include all federal, state and local laws, regulations and ordinances governing hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or storage, and employee or community right-to-know requirements related to the work being performed under this Agreement.

(iii) “Release” shall mean any spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discharging of barrels, containers, and other closed receptacles containing any Hazardous Substances.

ARTICLE 4. MORTGAGE LOANS

4.1 Liens and Encumbrances Against Lessee's Interest in the Leasehold Estate. The Lessee shall have the right to mortgage, pledge, deed in trust, assign rents, issues and profits and/or collaterally (or absolutely for purposes of security if required by any Lender) assign its interest in this Lease or otherwise encumber the leasehold estate, and/or the interest of Lessee hereunder, in whole or in part, and any interests or rights appurtenant to this Lease, and to assign or pledge the same as security for any debt (the holder of such mortgage, pledge or other encumbrance, and the beneficiary of any such deed of trust being hereinafter referred to as "Mortgagee" and the mortgage, pledge, deed of trust or other instrument hereinafter referred to as "Leasehold Mortgage").

4.2 Cost of Loans to be Paid by Lessee. The Lessee affirms that it shall bear all of the costs and expenses in connection with (i) the preparation and securing of the Loans, (ii) the delivery of any instruments and documents and their filing and recording, if required, and (iii) all taxes and charges payable in connection with the Loans.

4.3 Proceeds of Loans. It is expressly understood and agreed that all Loan proceeds shall be paid to and become the property of Lessee, and that the Lessor shall have no right to receive any such Loan proceeds.

4.4 Notice and Right to Cure Defaults Under Loans. Any Loan which encumbers the leasehold must provide the Town of Jackson with adequate rights to cure any defaults by Lessee, including (a) providing the Lessor or its successor with copies of any notices of default at the same time and in the same manner as provided to Lessee, and (b) providing the Lessor with a cure period of at least sixty (60) days to cure any default.

4.5 Notice to Lessor of Leasehold Mortgages. Lessee shall provide written notice to Lessor of the name and address of each Lender under this Lease, and shall provide Lessor with updates based on any changes in name or address or assignments that occur.

4.6 Pledge of Property. In addition to the Leasehold Mortgage, the Lender requires, and Lessor hereby agrees, that prior to the closing of the Loan, Lessor shall pledge the Property to Lender in form and substance approved by Lessor, Lessee and the Lender, such approval not to be unreasonably withheld. If Lessor fails to pledge Property required by this provision, Lessee shall have the right to terminate this Lease. The pledge contemplated by this Section is made in accordance with Wyoming Statutes §§15-10-103 et seq., as amended.

ARTICLE 5. INSURANCE

5.1 Required Insurance Coverage.

(a) Property Insurance. The Lessee shall during the Lease Term keep the Improvements insured against loss or damage by a property insurance policy providing coverage of the perils of direct damage as insured under the Insurance Services Office (ISO) "Causes of Loss-Special Form" or equivalent with limits in sufficient amounts such that the proceeds of such insurance shall not be less than the replacement value of the Improvements.

(b) Commercial General Liability (CGL) Insurance. During the Lease Term, the Lessee shall keep in full force and effect a policy or policies of Commercial General Liability insurance against liability for bodily injury to or death of any person or property damage arising out of an occurrence on or about the Property. The limits of such insurance shall be not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage.

(c) Builders' Risk Insurance. During the course of any alteration, construction or reconstruction, the cost of which exceeds One Hundred Thousand Dollars (\$100,000), either Lessee or its contractor shall provide builders' risk insurance for not less than the amount of work to be performed, insuring against the perils of direct damage as insured under the Insurance Services Office ISO "Causes of Loss – Special Form" or equivalent.

(d) Adjustment of Coverage Limits. Whenever the insurance coverages required by this Section 5.1 are renewed or extended, the Lessee shall increase the coverage limits required to an amount that incorporates the insurance coverage limits customarily required by lenders in Teton County, Wyoming at the time the insurance is renewed or extended which shall be confirmed at such time by Lessee by obtaining documentation of the insurance coverage limits required by at least one Teton County, Wyoming lender for financing of similar types of property.

5.2 Insurance Policies and Premiums.

(a) All policies required by this Lease shall name the Lessor as an additional insured.

(b) Any policy of insurance shall provide that any change or cancellation of said policy shall be made in writing and sent to the Lessee and the Lessor at their respective principal offices at least thirty (30) days before the effective date of change or cancellation.

(c) Any insurance provided for in this Article 5 may be placed by a policy or policies of blanket and/or excess liability (or umbrella) insurance.

5.3 Proceeds of Insurance.

(a) For so long as any Loan on the Improvements is outstanding, all fire and standard risk or extended coverage (casualty) insurance proceeds shall be applied to the payment of the costs of repairing or rebuilding that part of the Improvements damaged or destroyed if to the extent required, each Lender with an outstanding Loan permits such repair or rebuilding. If the Improvements are not repaired or rebuilt, all such proceeds shall be applied in a manner consistent with the terms of the Loans.

(b) In the event that no Loan is outstanding, all insurance proceeds received under the policies set forth in this Article shall be paid to the Lessee, provided that the Lessee shall apply such proceeds to the repair or rebuilding of the Improvements, and if repair or rebuilding is not economically feasible in Lessee's reasonable discretion, then all insurance proceeds shall be paid to Lessor and Lessee shall have no further obligation to repair or rebuild the Improvements. Lessor, at its sole discretion, may demand and Lessee shall provide, relevant and appropriate documentation related to the insurance proceeds received; the repair or rebuilding of the Improvements; and the economic infeasibility of the repair or rebuilding of the Improvements.

ARTICLE 6. CONDEMNATION

6.1 Taking of Land or Improvements. If, during the term of this Lease, there is any Taking of all or any part of the Improvements, or the Property, the rights and obligations of the parties shall be determined as follows:

6.2 Total Taking. If the Improvements, or the Property are totally taken by condemnation, this Lease shall terminate on the date of the taking. If this Lease is terminated pursuant

to this Section 6.2, the Award for such taking shall be apportioned and distributed as follows:

(a) First, to the Mortgagees, if any, to the extent of the Leasehold Mortgage;

(b) Second, to Lessee, a sum equal to the fair market value of the Improvements on the date immediately preceding the Taking as determined by the appraisal method set forth in Section 6.7 and determined as if there were no Taking, nor threat of condemnation; plus the residual value of the Term, subject to the rent reserved; and

(c) Third, to Lessor, the remainder, if any.

6.3 Reserved.

6.4 Substantial Taking.

(a) In the event of a Taking which is substantial, Lessee may, subject to the rights of the Mortgagee, if any, terminate this Lease. For purposes hereof, a Taking shall be deemed to be "substantial" if it renders the Property and/or Improvements economically infeasible for Lessee's intended purpose. If Lessee elects to terminate this Lease under this provision, Lessee shall give written notice of its election to do so to Lessor within forty-five (45) days after receipt of a copy of a Notice of Intended Taking.

(b) In the event Lessee terminates this Lease in accordance with this Section 6.4, such termination shall be as of the time when the Taking entity takes possession of the portion of the Property and the Improvements taken. In such event, the Award for such Substantial Taking (including any award for severance, consequential or other damages which will accrue to the portion of the Property and/or the Improvements not taken) shall be apportioned and distributed as follows:

(i) First, to the Mortgagee, if any, to the extent of the Leasehold Mortgage;

(ii) Second, to Lessee a sum equal to the fair market value of the Improvements taken preceding the date of the Taking as determined by the appraisal process provided for in Section 6.7, commenced as provided in Section 6.2, and as modified by Section 6.5(c); plus the residual value of the Term, subject to the rent reserved; and

(iii) Third, to Lessor, the remainder, if any.

(c) Notwithstanding anything to the contrary contained in Section 6.7, if Lessee has elected to terminate this Lease, and the taking authority abandons or revises the Taking, Lessee shall have forty-five (45) days from receipt of written notice of such abandonment or revision to revoke its notice of termination of this Lease.

6.5 Partial Taking.

(a) In the event of a Partial Taking, this Lease shall continue in full force and effect and there shall be no abatement in or reduction of any of Lessee's obligations hereunder.

(b) The Award for such Partial Taking shall be apportioned and distributed first to the Mortgagee, if any, to the extent of the Leasehold Mortgage, then to Lessor and Lessee in proportion to the fair market value of their respective interests in the Property and Improvements, as such interests existed immediately prior to such Partial Taking.

(c) The fair market value of the parties' respective interests in the Property and the Improvements shall be determined by the appraisal process provided in Section 6.7, except the assumptions listed in such Section shall not apply. Rather, the appraisal shall be based on the value of the Property as improved and encumbered by this Lease and on the value of the Improvements as they stand, but without regard to any Taking or threat of condemnation.

(d) Any Award for severance, consequential or other damages which accrues by reason of the Partial Taking to the portion of the Property or the Improvements not taken shall be distributed first to the Mortgagee, if any, to the extent of the Leasehold Mortgage, then shall be apportioned between Lessor and Lessee in accordance with the diminution in value of their respective interests.

6.6 Temporary Taking.

(a) In the event of a Temporary Taking of the whole or any part of the Property and/or Improvements, the Term shall not be reduced or affected in any way and Lessee shall continue to pay in full any sum or sums of money and charges herein reserved and provided to be paid by Lessee, and, Lessee shall be entitled to any Award or payment for the temporary use of the Property and/or Improvements prior to the termination of this Lease, and Lessor shall be entitled to any Award or payment for such use after the termination of this Lease.

(b) Any Award or payment for damages or cost of restoration made on or after the termination of this Lease shall be paid first to the Mortgagee, if any, to the extent of the Leasehold Mortgage, then to Lessor absolutely, together with the remaining balance of any other funds paid to Lessee for such damages or cost of restoration.

6.7 Appraisal. Whenever an appraisal of the Property or the Improvements is called for under the terms of this Lease, the parties shall use the following procedure:

(a) Appointment of Appraiser. Within ten (10) days after notice from Lessor to Lessee, Lessor and Lessee shall each appoint an MAI appraiser to participate in the appraisal process provided for in this Section 6.7 and shall give written notice thereof to the other party. Upon the failure of either party to appoint, the non-defaulting party shall have the right to apply to the District Court of Teton County, Wyoming, to appoint an appraiser to represent the defaulting party. Within ten (10) days of the parties' appointment, the two (2) appraisers shall jointly appoint a third MAI appraiser and give written notice thereof to Lessor and Lessee, or if within ten (10) days of the appointment of said appraisers the two (2) appraisers shall fail to appoint a third, then either party hereto shall have the right to make application to said District Court to appoint such third appraiser.

(b) Determination of Fair Market Value.

(i) Within thirty (30) days after the appointment of the third appraiser, the appraisers shall determine the fair market value of the Property and/or the Improvements in accordance with the provisions hereof, and shall execute and acknowledge their determination of fair market value

in writing and cause a copy thereof to be delivered to each of the parties hereto.

(ii) The appraisers shall determine the fair market value of the Property and the Improvements based on sales of comparable property in the area in which the Property are located; provided, however, the appraisal should reasonably reflect the deed restrictions imposed on the Property and/or the Improvements pursuant to Article 2 of this Lease.

(iii) If a majority of the appraisers are unable to agree on fair market value within thirty (30) days of the appointment of the third appraiser, the three (3) appraisals shall be added together and their total divided by three (3). The resulting quotient shall be the fair market value of the Property and the Improvements. If, however, either the low appraisal and/or high appraisal is ten percent (10%) lower or higher than the middle appraisal, such appraisal shall be disregarded. If only one appraisal is disregarded, the remaining two appraisals shall be added together and their total divided by two (2). The resulting quotient shall be the fair market value of the Property and the Improvements. If both the low and high appraisals are disregarded, the middle appraisal shall be the fair market value of the Property.

(c) Payment of Fees. Each of the parties hereto shall (a) pay for the services of its appointee, (b) pay one-half (1/2) of the fee charged by the appraiser selected by their appointees, and (c) pay one-half (1/2) of all other proper costs of the appraisal.

6.8 Lessor's Waiver of Rights to Eminent Domain. Lessor hereby waives any and all rights to condemnation or eminent domain of the Property for the duration of the Lease Term.

ARTICLE 7. ASSURANCES OF LESSOR

7.1 Lessor to Give Peaceful Possession. The Lessor covenants that it owns in fee simple, and that it has good and marketable title to the Property, that as of the date of execution of this Lease, the Property is free of all easements, covenants, conditions and restrictions except as disclosed in writing to Lessee. The Lessor has the full right and authority to make this Lease. The Lessor covenants and warrants that the Lessee shall have, hold and enjoy, during the Lease Term, peaceful, quiet and undisputed possession of the Property leased without hindrance or molestation by or from Lessor so long as no Event of Default exists and is continuing under this Lease.

7.2 Lessor to Lease the Property with Marketable Title. The Lessor covenants and warrants that as of the date of execution of this Lease, there are no outstanding liens and encumbrances on the Property.

7.3 Release of Lessor. The Lessor may sell, assign, transfer or convey (but not encumber), with the prior written consent of the Lenders which shall not be unreasonably withheld, conditioned or delayed, all or any part of Lessor's interest in the Property or this Lease without obtaining Lessee's consent, provided that the purchaser, assignee, or transferee expressly assumes all of the obligations of the Lessor under this Lease by a written instrument in a form reasonably satisfactory to the Lessee and recordable in the Office of the Teton County Clerk (an "Assumption Agreement"). In the event of a sale, assignment, transfer or conveyance by Lessor of the Property or its rights under this Lease, provided an assumption agreement is executed as required above, the same shall operate to release the Lessor from any future liability upon any of the covenants or conditions of this Lease, expressed or implied, in favor of Lessee, and in such event the Lessee shall look solely to the successor in interest of Lessor in and to the Property or this Lease. This Lease shall not be affected by any such sale, and the Lessee agrees to attorn to any such purchaser or assignee provided Lessee has received an Assumption

Agreement.

ARTICLE 8. DEFAULTS AND REMEDIES

8.1 Events of Default; Notices.

(a) Any one or more of the following events shall constitute an "Event of Default".

(1) Failure to make Lease payments, as required pursuant to Section 2.3 of this Lease, or any other payment required under this Lease, and continuance of such failure for a period of thirty (30) days after receipt by the Lessee of written notice specifying the nonpayment;

(2) Failure of the Lessee to observe and perform any material covenant, condition or agreement hereunder on its part to be performed, and (i) continuance of such failure for a period of forty five (45) days after receipt by the Lessee of written notice specifying the nature of such default, or (ii) if by reason of the nature of such default the same cannot be remedied within said forty five (45) days, the Lessee fails to proceed with reasonable diligence after receipt of said notice to cure the same; or

(3) A general assignment by the Lessee for the benefit of creditors; or

(4) The filing of a voluntary petition by the Lessee, or the filing of an involuntary petition by any of the Lessee's creditors seeking the rehabilitation, liquidation or reorganization of the Lessee under any law relating to bankruptcy, insolvency or other relief of debtors, provided that in the case of an involuntary petition Lessee shall have ninety (90) days to cause such petition to be withdrawn or dismissed; or

(5) The appointment of a receiver or other custodian to take possession of substantially all of Lessee's assets or of this leasehold which appointment is not withdrawn or dismissed within ninety (90) days; or

(6) The Lessee becomes insolvent or declares it is unwilling to pay its debts as they become due; or any court enters a decree or order directing the winding up or liquidation of Lessee or of substantially all of its assets; or the Lessee takes any action toward the dissolution or winding up of its affairs or the cessation or suspension of its use of the Residential Units; or

(7) Attachment, execution or other judicial seizure of substantially all of the Lessee's assets or this leasehold, which is not dismissed, bonded, or stayed within ninety (90) days.

8.2 Remedy of Material Breach by Lessee. At any time after the occurrence of an Event of Default hereunder, Lessor may terminate this Lease by giving Lessee written notice thereof, setting forth in such notice an effective date for termination which is not less than thirty (30) days after the date of such notice, in which event this Lease and Lessee's estate created hereby and all interest of Lessee and all parties claiming by, through or under Lessee shall automatically terminate upon the effective date for termination as set forth in such notice, with the same force and effect and to the same extent as if the effective date of such notice had been the date originally fixed in Article 2 hereof for the expiration of the Lease Term. In such event, Lessor, its agents or representatives, shall have the right, without further demand or notice, to reenter and take possession of the Property (including all buildings and other Improvements comprising any part thereof) at any time from and after the effective termination date without being deemed guilty of

any manner of trespass and without prejudice to any remedies for arrears of rent or existing breaches of covenants. Upon the exercise of Lessor's remedies pursuant to this Section 9.2, Lessee shall execute such releases, deeds and other instruments in recordable form as Lessor shall reasonably request in order to accurately set forth of record the then current status of Lessee's estate and Lessee's rights hereunder.

8.3 Deficiency Judgments. Lessor, for itself and for each and every succeeding owner of Lessor's estate in the Property, agrees that it shall not be entitled to seek a personal judgment against Lessee and that upon any Event of Default hereunder, the rights of Lessor to enforce the obligations of Lessee, its successors or assigns, or to collect any judgment, shall be limited to the termination of this Lease and of Lessee's estate and the enforcement of any other rights and remedies specifically granted to Lessor hereunder.

ARTICLE 9. ASSIGNMENTS AND TRANSFERS

9.1 Consent Required. Except as expressly provided herein, Lessee shall not, without the prior written consent of Lessor which shall not be unreasonably withheld, conditioned or delayed, assign this Lease or any interest therein ("Transfer"). A Transfer shall be deemed to include any attempt by Lessee to make or permit any voluntary or involuntary, total or partial, sale, assignment, conveyance, mortgage, pledge, encumbrance, or other transfer of any or all of the Improvements. Any attempt to Transfer Lessee's interest in this Lease without Lessor's prior written consent shall be null and void, and any assignee, sublessee, secured party or transferee shall acquire no right or interest by reason of such attempted Transfer.

9.2 Permitted Transfers. Notwithstanding the foregoing, Lessor's prior written consent of an assignment or transfer of this Lease or conveyance of Lessee's leasehold interest in the Property, or any part thereof, shall not be required to effectuate any of the following ("Permitted Transfers"):

(a) A transfer to a Wyoming entity owned entirely by Lessee or co-owned by Lessee.

(b) In the event of a Permitted Transfer by Lessee pursuant to this Section, Lessee nevertheless agrees that within thirty (30) days following such Permitted Transfer it shall give written notice to Lessor of such assignment or transfer along with a true and complete copy of the executed assignment or transfer document.

ARTICLE 10. MISCELLANEOUS

10.1 Instrument Is Entire Agreement. This Lease including the Recitals above and the attached Exhibits constitute the entire agreement between the Parties with respect to the matters set forth in this Lease. This Lease shall completely and fully supersede all other prior understandings or agreements, both written and oral, previously entered into between the Lessor and the Lessee relating to the lease of the Property by the Lessor to the Lessee.

10.2 Notices. All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested, or by Federal Express, or by hand delivery by a recognized, reputable courier, to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other

communication. By giving prior written notice thereof, any Party, from time to time, may change its address for notices hereunder. Legal counsel for the respective Parties may send to the other Party any notices, requests, demands or other communications required or permitted to be given hereunder by such Party:

If to the Lessee: S4 FLATS LLC
C/O Figure 9 LLC
PO Box 190576
Anchorage, AK 99519
Joe@figure9er.com
Dave@figure9er.com

With a copy to: Western Agents, Inc.
10 E Pearl Avenue Suite 200
PO Box 1172
Jackson, WY 83001 USA

To Lessor at: Town Attorney
Town of Jackson
P.O. Box 1687
Jackson, Wyoming 83001
Facsimile: 307.734.7068
lcolasuonno@jacksonwy.gov

With a copy to: Town Clerk
Town of Jackson
P.O. Box 1687
Jackson, Wyoming 83001
Facsimile: 307-739-0919
clerk@jacksonwy.gov

With a copy to: Jackson/Teton County Housing Department
P.O. Box 714
Jackson, Wyoming 83001
ahnorton@tetoncountyywy.gov

10.3 Non-Waiver of Breach. Neither the failure of the Lessor or the Lessee to insist upon strict performance of any of the covenants and agreements of this Lease nor the failure by the Lessor or the Lessee to exercise any rights or remedies granted to such Party under the terms of this Lease shall be deemed a waiver or relinquishment (i) of any covenant contained in this Lease or of any of the rights or remedies of the Lessee or the Lessor under this Lease, or (ii) or the right in the future of the Lessor or the Lessee to insist upon and to enforce by any appropriate legal remedy a strict compliance with all of the covenants and conditions of this Lease.

10.4 Effective Date; Counterparts. This Lease shall be effective during the Lease Term. This Lease may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

10.5 Lease Binding on Successors. This Lease and all of its provisions and attached Exhibits shall inure to the benefit of, and shall be binding upon, the Lessor, the Lessee, and their

respective permitted successors and permitted assigns and, as provided in this Lease, Lenders of the Lessee.

10.6 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the Parties or by any third party to create the relationship of principal or agent or of partnership, joint venture or association or of buyer and seller between the Lessor and the Lessee, it being expressly understood and agreed that neither the computation of any payments and other charges under the terms of this Lease nor any other provisions contained in this Lease, nor any act or acts of the Parties, shall be deemed to create any relationship between the Lessor and the Lessee other than the relationship of landlord and tenant.

10.7 No Merger. There shall be no merger of this Lease or any interest in this Lease nor of the leasehold estate created by this Lease, with the fee estate in the Property, by reason of the fact that this Lease or such interest in the Lease, or such leasehold estate may be directly or indirectly held by or for the account of any person who shall hold the fee estate in the Property, or any interest in such fee estate, nor shall there be such a merger by reason of the fact that all or any part of the leasehold estate created by this Lease may be conveyed or mortgaged in a leasehold mortgage to a leasehold mortgagee who shall hold the fee estate in the Property or any interest of the Lessor under this lease.

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

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

10.10 Severability. If any provision of this Lease or the application of any provision to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

10.11 Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Wyoming.

10.12 Amendments. This Lease may not be amended or modified without the prior written consent of Lessor and Lessee. The Town Manager of the Town of Jackson, or his or her designee, shall have the authority on behalf of the Lessor to approve amendments to this Agreement.

10.13 No Mortgage Encumbrance by Lessor. Except as contemplated by Section 4.6, Lessor shall not mortgage its fee estate unless there exists an express subordination of any fee mortgage to Lessee's interest in the Lease. Lessee shall not be obligated to subordinate its leasehold interest and any interests in subleases and subrents to a subsequent mortgage of the fee estate granted by Lessor.

10.14 GOVERNMENTAL IMMUNITY. Lessor does not waive its governmental immunity by entering into this Ground Lease and specifically retains immunity and defenses available to it as a governmental entity pursuant to Wyo. Stat. Ann. §1-39-101, *et seq.*, and all other state law.

ARTICLE 11. LENDER PROTECTIONS AND OBLIGATIONS

11.1 Rights and Obligations of Lenders. If Lessee obtains a Leasehold Mortgage in accordance with the provisions of Article 4, as long as any such Leasehold Mortgage shall remain unsatisfied of record, the following provisions shall apply:

(a) No Cancellation. Lessor will not cancel, accept a surrender of, terminate or modify this Lease in the absence of a default by Lessee without the prior consent in writing of the Lender and until Lessor has complied with the provisions of this Article as to the Lender's rights to cure and obtain a new lease.

(b) Notice of Defaults to Lender. Lessor agrees to give to each Lender a written copy of all notices of default that Lessor gives to Lessee; provided, however, that the failure to give notice to Lender will not invalidate or otherwise affect the notice given to Lessee. Such copy shall be mailed or delivered to any Lender at, or as near as possible to, the same time such notices are given to Lessee. Upon the execution of any Leasehold Mortgage, Lessor shall be informed in writing of the vesting of the security interest evidenced by the Leasehold Mortgage and of the address to which all notices to the Lender are to be sent. Any notices of default given by Lessor under the Lease shall describe the default(s) with reasonable detail. Each Lender shall have the right to cure any breach or default within the time periods given below.

(c) Lender's Cure Rights.

(i) Notice and Cure. After receipt by Lessee of a notice of default under the Lease and the expiration of any applicable period of cure given to Lessee under the Lease, Lessor shall not terminate the Lease or exercise its other remedies under the Lease if:

1. Within sixty (60) days after Lender's receipt of the notice of default, any Lender (i) cures the default, or (ii) if the default reasonably requires more than sixty (60) days to cure, commences to cure said default within such sixty (60) day period and thereafter diligently prosecutes the same to completion; or

2. Where the default cannot be cured by payment or expenditure of money or without possession of the Property or otherwise, Lender initiates foreclosure or other appropriate proceedings (after Lender complies with its obligations set forth in Section 11.2 below) within sixty (60) days after receipt of the notice of default, thereafter cures all other defaults reasonably capable of cure by the payment of money to Lessor, and thereafter continues to pay all rents, real property taxes and assessments, and insurance premiums to be paid by Lessee under the Lease. Lender shall then have sixty (60) days following the later to occur of (i) the date of execution and delivery of a New Lease of the Property pursuant to Section 11.1(d) of the Lease, or (ii) the date on which Lender or its nominee is able to occupy the Property following foreclosure under such Leasehold Mortgage and the eviction of or vacating by Lessee of the leased premises, to cure such default; provided, however, that if any such default, by its nature, is such that it cannot practicably be cured within sixty (60) days, then Lender shall have such additional time as shall be reasonably necessary to cure the default provided that Lender commences such cure within such sixty (60)-day period and thereafter diligently prosecutes the cure to completion.

(ii) Lessor agrees to accept performance by Lender of all cures, conditions and covenants as though performed by Lessee, and agrees to permit Lender access to the Property to take all such actions as may be necessary or useful to perform any condition or covenants of

the Lease or to cure any default of Lessee. Lender shall not be required to perform any act or cure any default which is not reasonably susceptible to performance or cure by Lender.

(iii) If Lender elects any of the above-mentioned options after complying with the obligations of Lender set forth in Section 11.2 below, then upon Lender's acquisition of the Lease by foreclosure, whether by power of sale or otherwise or by deed or assignment in lieu of foreclosure, or if a receiver be appointed, the Lease shall continue in full force and effect subject to Section 11.5. If Lender proceeds as provided in Section 11.1(c)(i)(2) above, then upon Lender's acquisition of the Lease, Lender shall cure all prior defaults of Lessee under the Lease that are reasonably capable of being cured by Lender within the time set forth in said Section, Lessor shall treat Lender as Lessee under the Lease. If Lender commences an action as set forth in Section 11.1(c)(i)(2) above, and thereafter Lessee cures such defaults (which cure Lessor shall be obligated to accept) and Lender then terminates all proceedings under the option in said Section, then the Lease shall remain in full force and effect between Lessor and Lessee and all of the covenants, agreements, conditions, provisions, restrictions and limitations contained in Section 2.4 of this Lease shall survive.

(d) New Lease. In the event the Lease is terminated for any reason, excepting pursuant to Section 2.4(g), prior to the end of the Lease Term, Lessor shall promptly give Lender written notice of such termination and shall enter into a new lease ("New Lease") with Lender or Lender's nominee covering the Property, provided that Lender (a) requests such New Lease by written notice to Lessor within sixty (60) days after Lender's receipt of written notice by Lessor of termination of the Lease, and (b) cures all prior defaults of Lessee that are reasonably capable of being cured by Lender. The New Lease shall be for the remainder of the Lease Term, effective at the date of such termination, subject to Section 11.5. In connection with a New Lease, Lessor shall assign to Lender or its nominee all of Lessor's interest in all existing subleases of all or any part of the Property and all attornments given by the sublessees. Lessor shall not terminate or agree to terminate any sublease or enter into any new lease or sublease for all or any portion of the Property without Lender's prior written consent, unless Lender fails to deliver its request for a New Lease under this Section. In connection with any such New Lease, Lessor shall, by grant deed, convey to Lender or its nominee title to the Improvements, if any, which become vested in Lessor as a result of termination of the Lease.

(e) Permitted Delays. So long as Lender is prevented by any process or injunction issued by any court or by any statutory stay, or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Lessee or any other person, from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof, provided that Lender uses reasonable efforts to contest and appeal the issuance or continuance of any such process, stay or injunction, the time periods specified in Sections 11.1(c)(i)(1) and (2) above shall be extended for the period of such prohibition; provided that Lender shall have fully cured any default in the payment of any monetary obligations of Lessee under this Lease and shall continue to pay currently such monetary obligations as and when the same fall due.

(f) Anything herein contained to the contrary notwithstanding, the provisions of this Section shall inure only to the benefit of the holders of the Leasehold Mortgage. If the holders of more than one such Leasehold Mortgage shall make written requests upon Lessor in accordance with this Lease, the New Lease (as provided for in Section 13.1(d) above) shall be entered into pursuant to the request of the holder whose Leasehold Mortgage shall be prior in lien thereto and thereupon the written requests for a New Lease of each holder of a Leasehold Mortgage junior in lien shall be and be deemed to be void and of no force or effect.

11.2 Lender Obligation to Provide Notice of Default and Right to Cure Default of Leasehold Mortgage; Lessor's Forbearance.

(a) Notice of Default; Right to Cure. If a Lender sends notice of default of a Leasehold Mortgage to the Lessee because the Lessee has failed to comply with the terms of the Leasehold Mortgage, the Lender shall, at the same time, send a copy of that notice to the Lessor. Upon receiving a copy of the notice of default and within that period of time in which the Lessee has a right to cure such default, the Lessor shall have the right to cure the default on the Lessee's behalf, provided that all current payments due the Lender since the notice of default was given are made to the Lender. If after the cure period has expired, the Lender intends to accelerate the note secured by the Leasehold Mortgage or begin foreclosure proceedings under the Leasehold Mortgage, the Lender shall first notify the Lessor of its intention to do so, and Lessor shall then have the right, upon notifying the Lender within thirty (30) days of receipt of such notice, to acquire the Leasehold Mortgage by paying off the debt secured by the Leasehold Mortgage. If the Lender acquires the leasehold interest and Improvements through foreclosure or acceptance of a deed in lieu of foreclosure (in which event the Lease shall continue in full force and effect and Lessor shall treat the Lender as Lessee subject to Section 11.5), the Lender shall give Lessor written notice of such acquisition and Lessor shall then have an option to purchase the leasehold interest and Improvements from the Lender for the full amount owing to the Lender under the Leasehold Mortgage. Lender shall not be required to complete any or all Improvements prior to exercising its right to accelerate indebtedness or foreclose pursuant to this Article 11. To exercise this option to purchase, Lessor must give written notice to the Lender of its intent to purchase the foregoing within thirty (30) days following Lessor's receipt of the Lender's notice. Lessor must then complete the purchase within sixty (60) days of having given written notice of its intent to purchase. If Lessor does not complete the purchase within this sixty (60) day period, the Lender shall be free to sell the leasehold interest and Residential Units to any person or entity.

(b) Lender's Transferees. Etc. In the event the leasehold estate hereunder shall be acquired by foreclosure, trustee's sale or deed or assignment in lieu of foreclosure of a Leasehold Mortgage, the purchaser at such sale or the transferee by such assignment and its successors as holders of the leasehold estate hereunder shall not be liable for any Rent, if any, or other obligations accruing after its or their subsequent sale or transfer of such leasehold estate and such purchaser or transferee and its successors shall be entitled to transfer such estate or interest without consent or approval of Lessor; provided that, the purchaser or transferee or successor as holder of the leasehold estate hereunder shall be liable for the payment of all Rent, if any, becoming due with respect to the period during which such purchaser, transferee or other successor is the holder of the leasehold estate hereunder. This Section shall also apply to the rights of a Lender in connection with the entry into a New Lease under Section 11.1(d) and to the appointment of a receiver on behalf of a Lender.

(c) Insurance and Condemnation. In the event of any casualty to, or condemnation of, all or any part of the leased premises or any improvements now or hereafter located thereon, the provisions of the Leasehold Mortgages, relating thereto shall prevail over any provisions of this Lease relating thereto.

11.3 No Liability of Lender for Prior Indemnified Acts. A Lender shall not be obligated to assume the liability of Lessee for any indemnities arising for a period prior to Lender's acquiring the right to possession of the Property under this Lease.

11.4 Further Amendments: Estoppels. Lessor and Lessee shall cooperate in including in the Lease by suitable amendment from time to time any provision which may be reasonably requested by any proposed Lender for the purpose of implementing the mortgagee protection provisions contained

in this Lease. Lessor and Lessee each agree to execute and deliver (and to acknowledge for recording purposes, if necessary) any agreement required to affect any such amendment. At the request of Lessee or any proposed or existing Lender, Lessor shall promptly execute and deliver (i) any documents or instruments reasonably requested to evidence, acknowledge and/or perfect the rights of Lenders as herein provided; and (ii) an estoppel certificate certifying the status of this Lease and Lessee's interest herein and such matters as are reasonably requested by Lessee or such Lenders. Any such estoppel certificate may be conclusively relied upon by any proposed or existing leasehold Lender or assignee of Lessee's interest in this Lease.

11.5 Survival of Provisions in Section 2.4. In the event of Lender's acquisition of the Lease by foreclosure, or if a receiver be appointed, pursuant to Section 11.1(c)(iii) or Section 11.2(a), or a New Lease is entered into pursuant to Section 11.1(d), the Lease shall continue in full force and effect except that covenants, conditions and restrictions in Sections 2.4(b), 2.4(c), 2.4(e), 2.4(i) and 2.4(j) shall be deleted and the obligations to provide and record the Homebuyer Special Restriction and the Right of First Purchase Agreement shall be deleted from Sections 2.4(d) and 2.4(h).

ARTICLE 12. - FORCE MAJEURE

12.1 Any prevention, delay, nonperformance or stoppage by Lessee due to any of the following causes shall be excused: any regulation, order, act, restriction or requirement or limitation imposed by any federal, state, municipal or foreign government or any department or agency thereof, or civil or military authority; acts of God; acts or omissions of Lessor or its agents or employees; fire, explosion or floods; strikes, walkouts or inability to obtain materials; war, riots, sabotage or civil insurrection; or any other causes beyond the reasonable control of Lessee.

12.2 No prevention, delay, or stoppage of performance shall be excused unless Lessee notifies Lessor within ninety (90) days of such prevention, delay or stoppage that it is claiming excuse of its obligations under this Article 12.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first written above.

LESSEE:

S4 FLATS LLC, a Wyoming limited liability company

By: _____
Joseph Saunders, Manager

By: _____
David Velasquez, Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____ and _____, as Officers of the S4 FLATS LLC, a Wyoming limited liability corporation, this _____ day of _____, 2022.

WITNESS my hand and official seal.

Notary Public

My commission expires:

LESSOR:

TOWN OF JACKSON, a Wyoming municipal corporation

BY: _____
its Mayor

ATTEST:

BY: _____
its Town Clerk

State of Wyoming)
) ss.
County of Teton)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson and Riley Taylor, Mayor and Town Clerk, respectively, of the Town of Jackson this ____ day of _____, 2022.

Witness my hand and official seal.

Notary Public

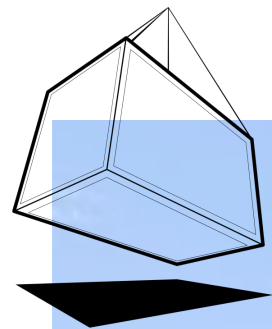
My Commission Expires:

Exhibit A
Legal Description of the Property

(see attached deed)

Exhibit B

(see attached)



ch x tld

prefab evolved

cleverhomes by toby long design architects, inc.
6114 la salle ave #552 oakland ca 94611 www.cleverhomes.net



**JACKSON DEVELOPMENT
910 SMITH LANE & 915 SIMON LANE
JACKSON, WY 83001
PIDN: 22-41-16-32-4-05-001
PIDN: 22-41-16-32-4-05-011**

PROJECT SUMMARY

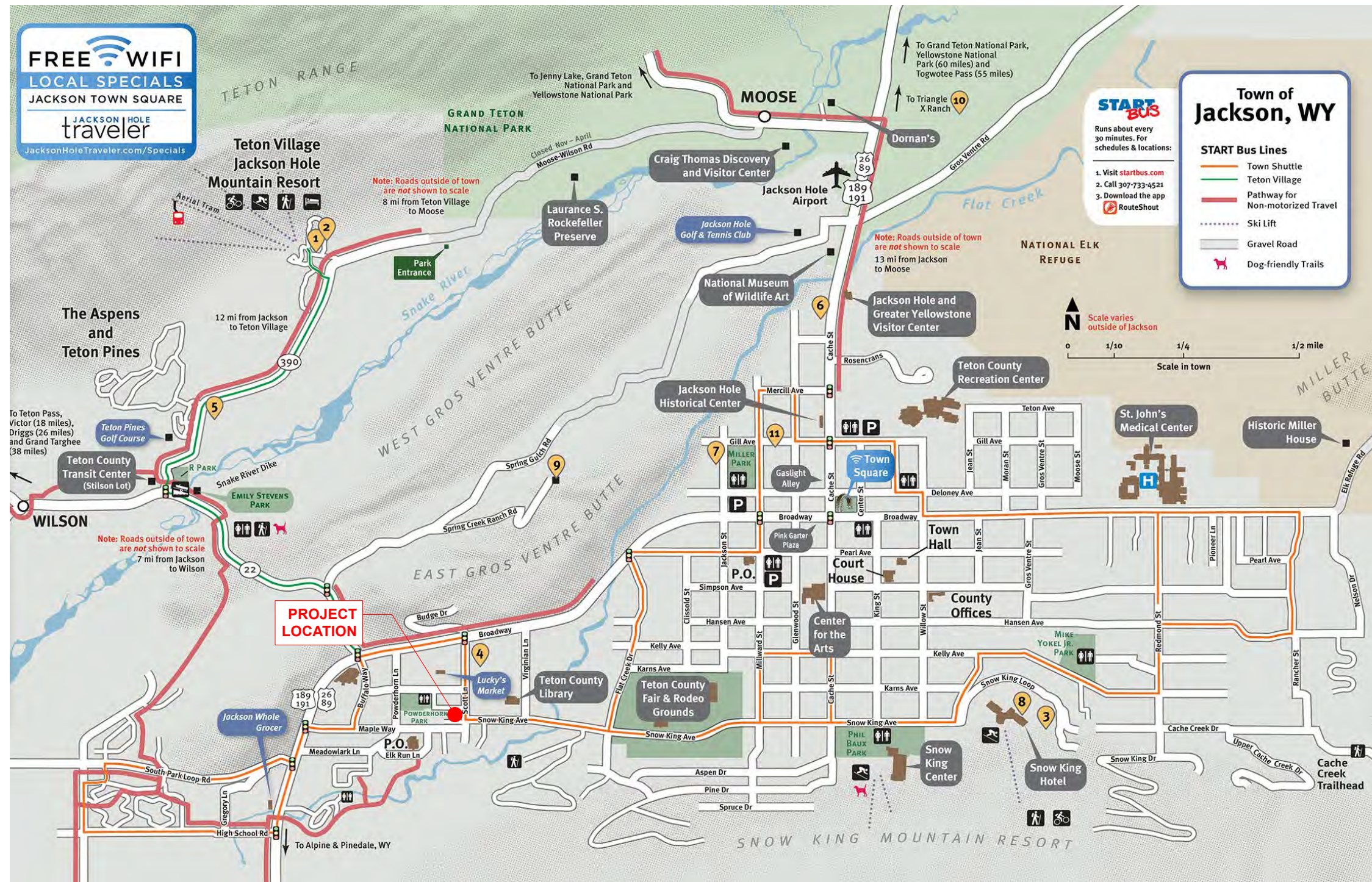
The project consists of 12 workforce housing units constructed within a new three-story building, which includes covered parking spaces utilizing stacker systems on the first level, with the residential units in two floors above. The residential units will be constructed using modular construction methods, minimizing disruption to the neighborhood during construction and accelerating the project timeline.

The architecture reflects a simple and elegant modern form, with a transparent ground floor and and inviting entry. By utilizing the rear of the property for access and parking, the project maintains a consistent and uniform façade while the overall massing of the building utilizes a shift in materials, familiar to the mountain modern language proposed for this project. The building will be an attractive addition to the downtown area and will provide much-needed housing to the local community.



Area Table		16,579 sqft	11,623 sqft	Units		12 Total	
			w/o Parking Area				
Residential	8,712			1 bed	4	33%	
Lobby / Circulation	2,305			2 bed	8	67%	
Service	303						
Amenities	303						
Parking	4,956	19 spaces total					

JACKSON DEVELOPMENT				
Level 1	Parking	4,956	19 spaces	
	Trash	161		
	M E FP	142		
	Lobby/Circ.	999		
	Storage	303		
Level 2	Unit 1	819	TOTAL	6
	Unit 2	832	1 bed	2
	Unit 3	527	2 bed	4
	Unit 4	832		
	Unit 5	819		
	Unit 6	527		
	Lobby/Circ.	653		
Level 3	Unit 7	819	TOTAL	6
	Unit 8	832	1 bed	2
	Unit 9	527	2 bed	4
	Unit 10	832		
	Unit 11	819		
	Unit 12	527		
	Lobby/Circ.	653		



Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones
2.2.9. NH-1: Neighborhood High Density 1 (3/6/19, Ord. 1217)

2.2.9. NH-1: Neighborhood High Density 1 (3/6/19, Ord. 1217)

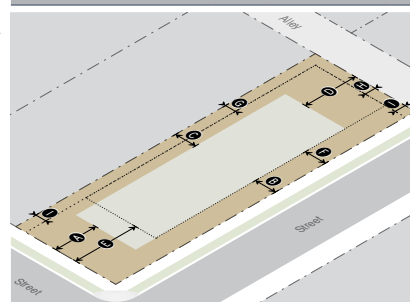
A. Intent

- General Intent: The intent of the Neighborhood High Density 1 (NH-1) zone is to provide for high density residential development and to promote workforce housing types using a broad range of attached residential types in a pedestrian-oriented environment. The size of individual buildings will be limited by the application of required dimensional standards, such as FAR, setbacks, and parking, and not by a prescribed standard. Care will be given to ensure that new development respects and enhances the character and cohesiveness of existing residential neighborhoods. This zone is intended for Transitional neighborhoods where increased residential density and workforce housing are intended.
- Buildings: Buildings can be up to 3 stories in height. Single or multiple detached buildings, each building with multiple units, on a site is common. Incentives are provided to encourage variety in roof pitch and design.
- Parking: Parking is provided primarily on-site in surface or underground garages or with surface parking. Parking is typically accessed from a primary street or alley if present.
- Land Use: The full spectrum from a Single-family home to whatever size building can fit the site based on the minimum required density (17.4 units/ acre) and the dimensional limitations, such as FAR, setbacks, and parking. Apartments take the place of ARUs because they provide greater flexibility.
- Comprehensive Plan: Based primarily on Subarea 3.2 in the Comprehensive Plan.

B. Physical Development

Standards applicable to physical development are provided in this Section. Where a cross-reference is listed, see the referenced division or section for additional standards. Standards in Article 5 apply unless stated otherwise.

1. Lot Standards



Primary Building Setbacks (Sec. 9.4.8.)		
Primary street (min)	20'	A
Secondary street (min)	10'	B
Side interior (min)	10'	C
Rear (min)	20'	D

Accessory Structure Setbacks (Sec. 9.4.8.)		
Primary street (min)	30'	E
Secondary street (min)	10'	F
Side interior/rear (min)	5'	G
Rear alley (min)	10'	H

Site Development Setbacks		
All site development, excluding driveways, sidewalks, or parking.		
Primary/secondary street (min)	Same as primary building	
Side interior/rear (min)	5'	I

Landscaping (Div. 5.5.)		
Landscape surface ratio (min) (9.4.6.D.)		

Apartments/ Single-Family Attached	.21 & 70% in front 1/3 of lot
------------------------------------	-------------------------------

All other allowed uses	.30
------------------------	-----

Plant units (min)	
-------------------	--

Single-Family and Duplex	1 per unit
--------------------------	------------

All other uses	1/1,000 sf of landscape area
----------------	------------------------------

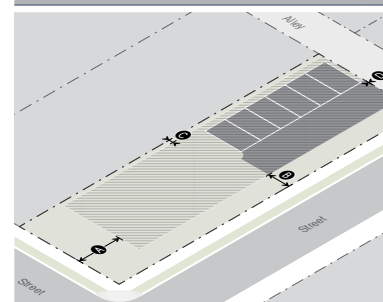
Parking Lot (all uses)	1 per 12 parking spaces
------------------------	-------------------------

2-54

Town of Jackson Land Development Regulations

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones
2.2.9. NH-1: Neighborhood High Density 1 (3/6/19, Ord. 1217)

2. Vehicle Access Standards



Access	
Primary street	Allowed
Secondary street	Allowed
Alley	Allowed

Curb-cut width (max)	20' per 100' of lot frontage or 40% of lot frontage, whichever is less
----------------------	--

Driveway width in primary/secondary street setback (max)	20'
--	-----

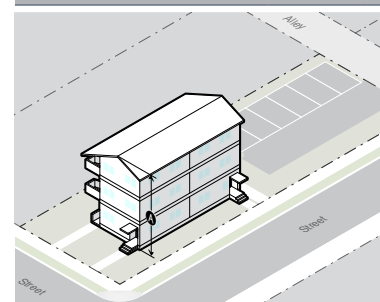
Driveway Setbacks		
Primary street* (min)	20'	A
Secondary street* (min)	10'	B
Side interior (min)	1'	C
Rear (min)	5'	
Rear alley (min)	0'	D

* Excludes 20' max driveway allowed in primary/secondary street setback

Town of Jackson Land Development Regulations

2-55

3. Bulk & Mass Standards



Design Guidelines (Div. 5.8.)

The Design Guidelines apply to all residential and nonresidential development of three attached units or greater, except where exempted by Planning Director for additions of 20% or less that are consistent with existing architecture.

Primary Building Height (Sec. 9.4.9.)

Height (max): roof pitch ≤ 3/12	3 stories, not to exceed 35'	A
---------------------------------	------------------------------	---

Height (max): roof pitch 4/12, 5/12	3 stories, not to exceed 37'	A
-------------------------------------	------------------------------	---

Height (max): roof pitch ≥ 6/12	3 stories, not to exceed 39'	A
---------------------------------	------------------------------	---

Accessory Structure Height (Sec. 9.4.9.)

All accessory structures (max)	14'
--------------------------------	-----

Scale of Development (Sec. 9.4.13.)

Floor area ratio (FAR max)	.40
----------------------------	-----

Deed restricted housing exemption (Sec. 7.8.3.)	
---	--

Workforce housing floor area bonus (Sec. 7.8.4.)	
--	--

Individual Building (max gross floor area)	10,000 sf
--	-----------

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones
2.2.9. NH-1: Neighborhood High Density 1 (3/6/19, Ord. 1217)

4. Fencing

Height (max)	
In street yard	4'
In side or rear yard	6'
Setback (min)	
Primary or secondary street/sidewalk (min)	1'
Side or rear lot line	0'

Orientation

The finished side of the fence shall face out to the neighbor, posts and supports shall face in to the owner

5. Environmental Standards

Natural Resource Setback (min) (Sec. 5.1.1.)

Cache Creek South of Cache Creek Dr.	20'
--------------------------------------	-----

Flat Creek North of Hansen Ave.	25'
---------------------------------	-----

Flat Creek South of Hansen Ave.	50'
---------------------------------	-----

Wetland	30'
---------	-----

Irrigation Ditch Setback (min) (7.7.4.D.)

Irrigation Ditch	15'
------------------	-----

Natural Resource Overlay (NRO) (Sec. 5.2.1.)

6. Scenic Standards

Exterior Lighting (Sec. 5.3.1.)

Light trespass prohibited

All lights over 600 initial lumens shall be fully shielded

Lumens per sf of site development (max)	3
---	---

Lumens per site (max)	
-----------------------	--

All fixtures	100,000
--------------	---------

Unshielded fixtures	5,500
---------------------	-------

Light Color	≤3000 Kelvin
-------------	--------------

Scenic Resource Overlay (SRO) (Sec. 5.3.2.)

7. Natural Hazards to Avoid

Steep Slopes (Sec. 5.4.1.)

Development prohibited	Slopes > 25%
------------------------	--------------

Hillside CUP required	Lot with average cross-slope ≥ 10%
-----------------------	------------------------------------

Areas of Unstable Soils (Sec. 5.4.2.)

Fault Area (Sec. 5.4.3.)

Floodplains (Sec. 5.4.4.)

Wildland Urban Interface (Sec. 5.4.5.)

2-56

Town of Jackson Land Development Regulations

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones

2.2.9. NH-1: Neighborhood High Density 1 (3/6/19, Ord. 1217)

10. Required Physical Development Permits

Physical Development	Sketch Plan (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Building Permit (Sec. 8.3.4.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.6.)	Grading Permit (Sec. 8.3.5.)
Dwelling Unit						
<5 units			X			(Sec. 5.7.1.)
5-15 units		X	X			(Sec. 5.7.1.)
>15 units	X	X	X			(Sec. 5.7.1.)
Sign					X	(Sec. 5.7.1.)

C. Use Standards

Standards applicable to uses in the NH-1 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NH-1 zone. This subsection is intended to indicate all of the use standards applicable in the NH-1 zone, however, all standards in Article 6. are applicable in the NH-1 zone, unless stated otherwise.

1. Allowed Uses			2. Use Requirements		
Use	Permit	Density	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Residential					
Detached Single-Family unit	B	(E.1)	8,000 sf habitable-excluding basement	1/DU 0-1 bedrooms 500 sf max; otherwise 1.5/DU	0.000017(sf) + (Exp(-15.49 + 1.59*Ln(sf)))/2.176
Attached Single-Family unit (6.1.4.C.) (E.1)	B	(E.1)			0.000017(sf) + (Exp(-14.17 + 1.59*Ln(sf)))/2.176
Apartment (6.1.4.D.)	B	(E.1)			
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 * sf
Wireless Communications Facilities (6.1.10.D.)				1/employee + 1 per stored vehicle	0.000123 * sf
Minor	B	n/a	n/a		

Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.2.), C=Conditional Use Permit (Sec. 8.4.3.)

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones

2.2.9. NH-1: Neighborhood High Density 1 (3/6/19, Ord. 1217)

1. Allowed Uses

Use	Permit	Density	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Accessory Uses					
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Home Daycare Center (6.1.11.G.)	C	n/a	n/a	1/employee + 2 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.11.D.)	B	1 unit per lot (max)	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.2.), C=Conditional Use Permit (Sec. 8.4.3.)

3. Operational Standards

Outdoor Storage	(Sec. 6.4.1.)
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure required	> 4 DUs and all nonresidential
Noise	(Sec. 6.4.3.)
Sound level at property line (max)	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options

Standards applicable to development options and subdivision in the NH-1 zone are provided or referenced below. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NH-1 zone. This Subsection is intended to indicate all of the development option and subdivision standards applicable in the NH-1 zone, however, all standards in Article 7. are applicable in the NH-1 zone, unless stated otherwise.

1. Allowed Subdivision and Development Options		
Option	Lot Size (min)	Standards
Allowed Subdivision Options		
Land Division	7,500 sf	(Sec. 7.2.3.)
Condominium/Townhouse	n/a	(Sec. 7.2.4.)

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones

2.2.9. NH-1: Neighborhood High Density 1 (3/6/19, Ord. 1217)

2. Residential Subdivision Requirements

Schools and Parks Exaction		(Div. 7.5.)
Schools exaction	.020 acres per 1- or 2-family unit	
Parks exaction	.015 acres per multi-family unit	
	9 acres per 1,000 resident	

3. Infrastructure

Transportation Facilities		(Div. 7.6.)
Access	required	
Right-of-way for Minor Local Road (min)	60'	
Paved travel way for Minor Local Road (min)	20'	

Required Utilities (Div. 7.7.)

Water	public
Sewer	public

4. Required Subdivision and Development Option Permits

Option	Sketch Plan (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Development Option Plan (Sec. 8.5.3.)	Subdivision Plat (Sec. 8.5.4.)
Land Division				
≤ 10 Lots		X		X
> 10 Lots	X	X		X
Condominium/Townhouse				X

E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the NH-1 zone.

1. Minimum Density. The minimum density for lots in the NH-1 is 17.425 units per acre. NOTE: this requirement is rounded down to the next whole number (e.g., 1.8 units = 1 unit). The following density ranges are provided for general guidance :

a. Lots approximately 5,000 sf or less: One Detached Single-Family Unit;

b. Lots approximately 5,001 - 7,499 sf: Two units (either detached or attached);

c. Lots 7,500 or larger: Three or more units (either detached or attached).

Town of Jackson Land Development Regulations

2-57

Town of Jackson Land Development Regulations

2-58

Town of Jackson Land Development Regulations

2-59

Article 7. Development Option and Subdivision Standards Applicable in All Zones | Div. 7.8. Workforce Housing Incentive Program

7.8.1. Intent (11/23/16, Ord. 1153)

Div. 7.8. Workforce Housing Incentive Program

7.8.1. Intent (11/23/16, Ord. 1153)

This Division establishes incentives for the development of workforce housing. Because not every landowner will use the incentives, this Division manages growth by limiting the actual (rather than a projected) use of the incentives. Sec. 7.8.2. establishes the limit on the cumulative use of the incentives over time, and the following Sections establish specific incentives.

7.8.2. Cumulative Limit on Incentives (11/23/16, Ord. 1153)

Use of an incentive in this Division is prohibited if the application would increase the amount of residential development allowed in the Town and County above the amount allowed and planned for since 1994.

A.

The amount of residential development allowed in the Town and County is reported annually as Indicator 1 of the Jackson/Teton County Comprehensive Plan Indicator Report. Past Indicator Reports can be found at www.jacksontetonplan.com.

B.

A residential unit shall be added to the amount of residential development allowed in the Town and County upon its initial approval using an incentive in this Division.

C.

A residential unit approved using an incentive in this Division shall be subtracted from the amount of residential development allowed in the Town and County upon expiration, revocation, or extinguishment of the approval.

EXAMPLE:

A project proposing 4 residential units through use of the Workforce Housing Floor Area Bonus (Sec. 7.8.4.) receives Sketch Plan approval in 2016. The 2017 Indicator Report would report an increase of 4 residential units as a result of the project. If by 2018 the units are not built and the Sketch Plan approval has expired, the 2019 Indicator Report would report a decrease of 4 residential units as a result of the project expiration. The cumulative effect of the increase reported in the 2017 and decrease reported in the 2019 would reflect that no incentive units have been built on the site.

7.8.3. Deed Restricted Housing Exemption (7/18/18, Ord. 1196)

A. Intent

Deed restricted housing is required by Div. 6.3., and other standards of these LDRs. A landowner may also voluntarily deed restrict housing. In order to encourage incorporation of required and voluntary deed restricted housing into development, deed restricted housing is exempt from certain LDRs.

B. Applicability

The exemptions of this section shall apply to the following floor area.

1.

Required Restricted Housing.

Floor area in a residential unit that is required to be restricted in order to comply with Div. 6.3. or another standard of these LDRs.

Article 7. Development Option and Subdivision Standards Applicable in All Zones | Div. 7.8. Workforce Housing Incentive Program

7.8.4. Workforce Housing Floor Area Bonus (7/18/18, Ord. 1197)

2.

Voluntary Restricted Housing.

Floor area in a residential unit that is subject to an affordable or workforce deed restriction, acceptable to the Jackson/Teton County Housing Department, which is recorded with the County Clerk, that is not required by Div. 6.3., or another standard of these LDRs.

C. Exemptions

Floor area meeting the applicability standards of this Section is exempt from calculation of the following standards, but is still subject to all other applicable standards of these LDRs.

1.

Maximum Floor Area Ratio (FAR)

2.

Thresholds for physical development permits

3.

Affordable workforce housing required by Div. 6.3.

4.

Limit on 20% expansion of a nonconforming physical development

7.8.4. Workforce Housing Floor Area Bonus (7/18/18, Ord. 1197)

A. Intent

In most cases, the volume of building allowed by the minimum setbacks and maximum height exceeds the volume of building allowed by the FAR of a property. The purpose of the workforce housing floor area bonus is to encourage development, especially by the private sector, of additional affordable or workforce housing units in that excess volume by allowing additional unrestricted floor area.

B. Applicability

The exemptions of this Section shall apply to both the deed restricted and unrestricted floor area approved pursuant to this Section.

1.

Maximum Amount of Unrestricted Housing.

The maximum amount of unrestricted floor area that can be approved pursuant to this Section is limited by the amount of restricted floor area provided pursuant to this Section, as tabulated below.

Maximum Exempt Unrestricted Floor Area per Voluntarily Restricted Floor Area	
Zone	Unrestricted Floor Area : Restricted Floor Area
NM-2	2:1
NH-1	2:1
DC	2:1
CR-1	2:1
CR-2	2:1
CR-3	2:1
OR	2:1

Article 7. Development Option and Subdivision Standards Applicable in All Zones | Div. 7.8. Workforce Housing Incentive Program

7.8.4. Workforce Housing Floor Area Bonus (7/18/18, Ord. 1197)

2.

Restricted Housing.

The restricted floor area provided pursuant to this Section shall be subject to an affordable or workforce deed restriction, acceptable to the Jackson/Teton County Housing Department, which is recorded with the County Clerk.

3.

Required Restrictions Do Not Apply.

Floor area that is required to be restricted in order to comply with Div. 6.3., or another standard of these LDRs shall not be included in the calculation of the maximum amount of unrestricted floor area allowed by this Section.

4.

Allowed Use.

Floor area approved pursuant to this Section shall only be used for one of the following uses:

a.

Attached Single Family Dwelling (6.1.4.C.); or

b.

Apartment (6.1.4.D.); or

c.

Dormitory (6.1.4.F.) ; or

d.

Group Home (6.1.4.G.)

C. Exemptions

Floor area meeting the applicability standards of this Section is exempt from calculation of the following standards, but is still subject to all other applicable standards of these LDRs.

1.

Maximum Floor Area Ratio (FAR)

2.

Thresholds for physical development permits

3.

Affordable workforce housing required by Div. 6.3.

4.

Limit on 20% expansion of a nonconforming physical development.

Town of Jackson Land Development Regulations

7-33

Town of Jackson Land Development Regulations

7-34

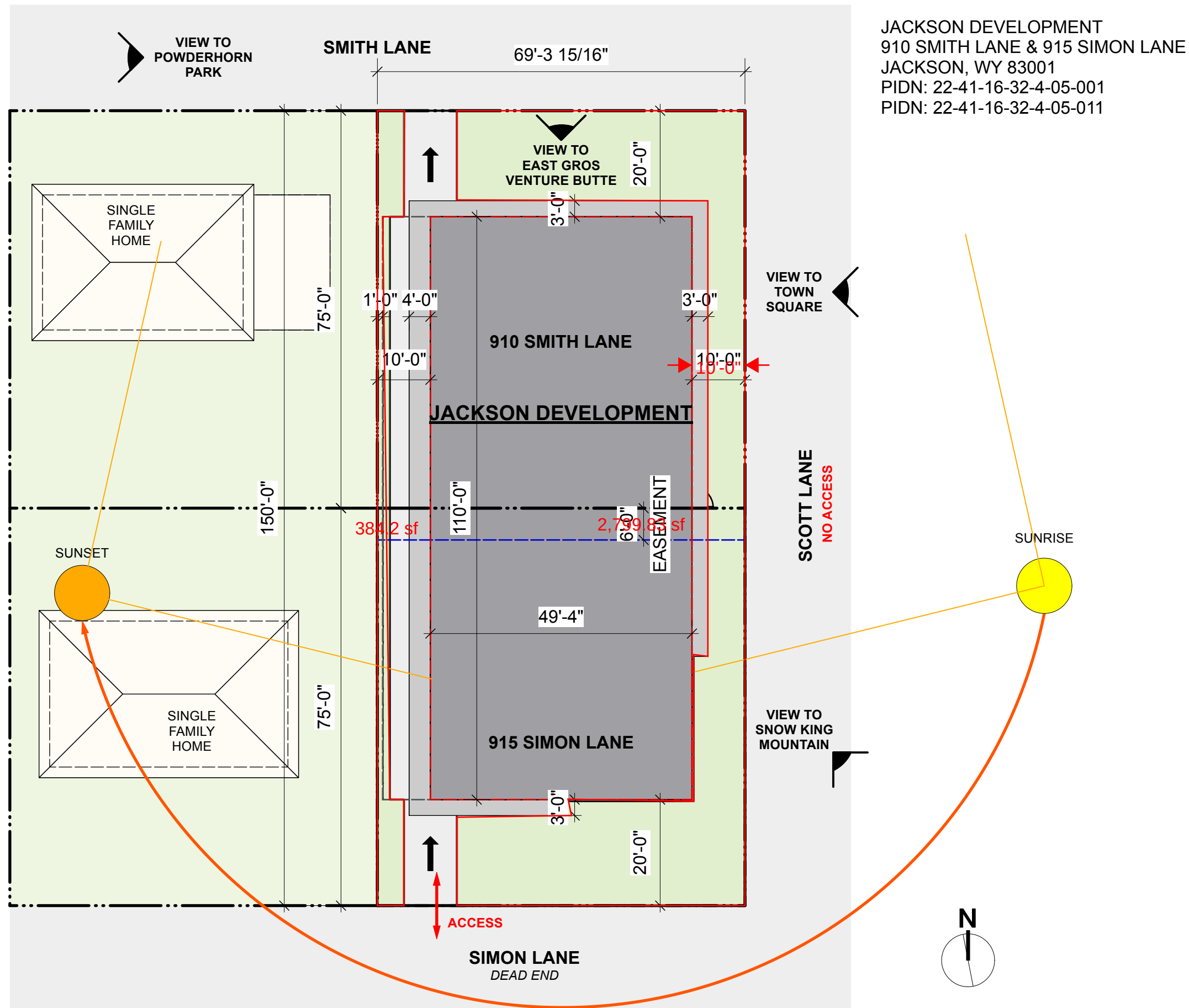
Town of Jackson Land Development Regulations

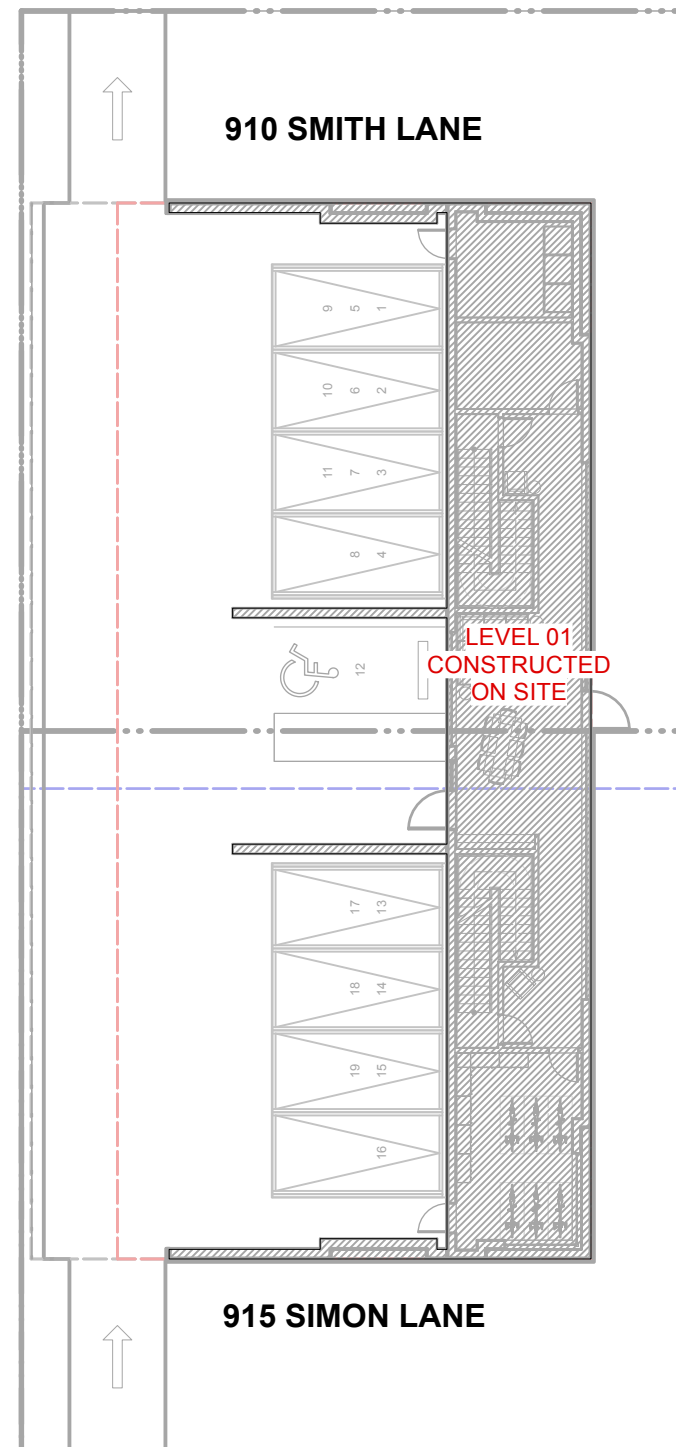
7-35



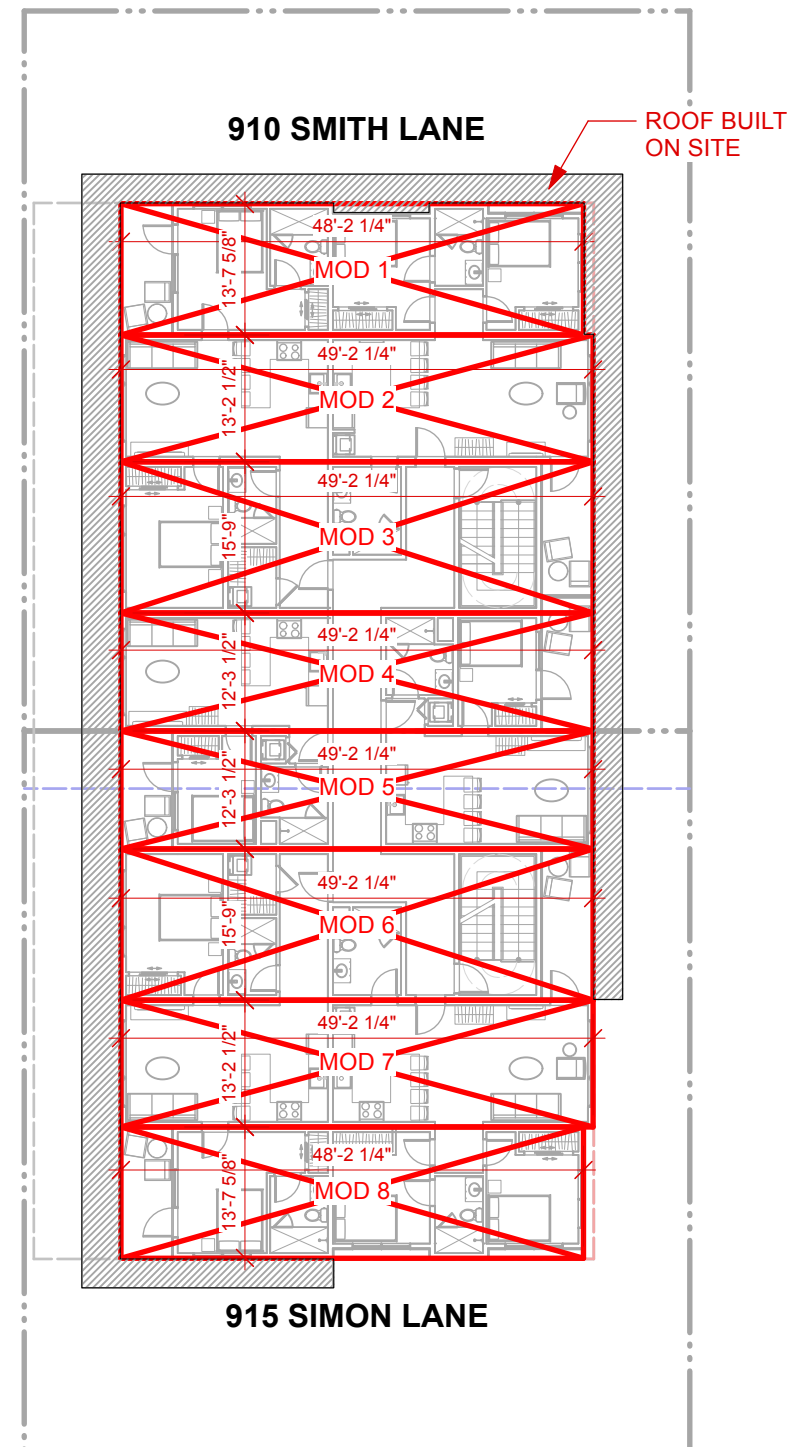
- ## PROJECT NOTES

-

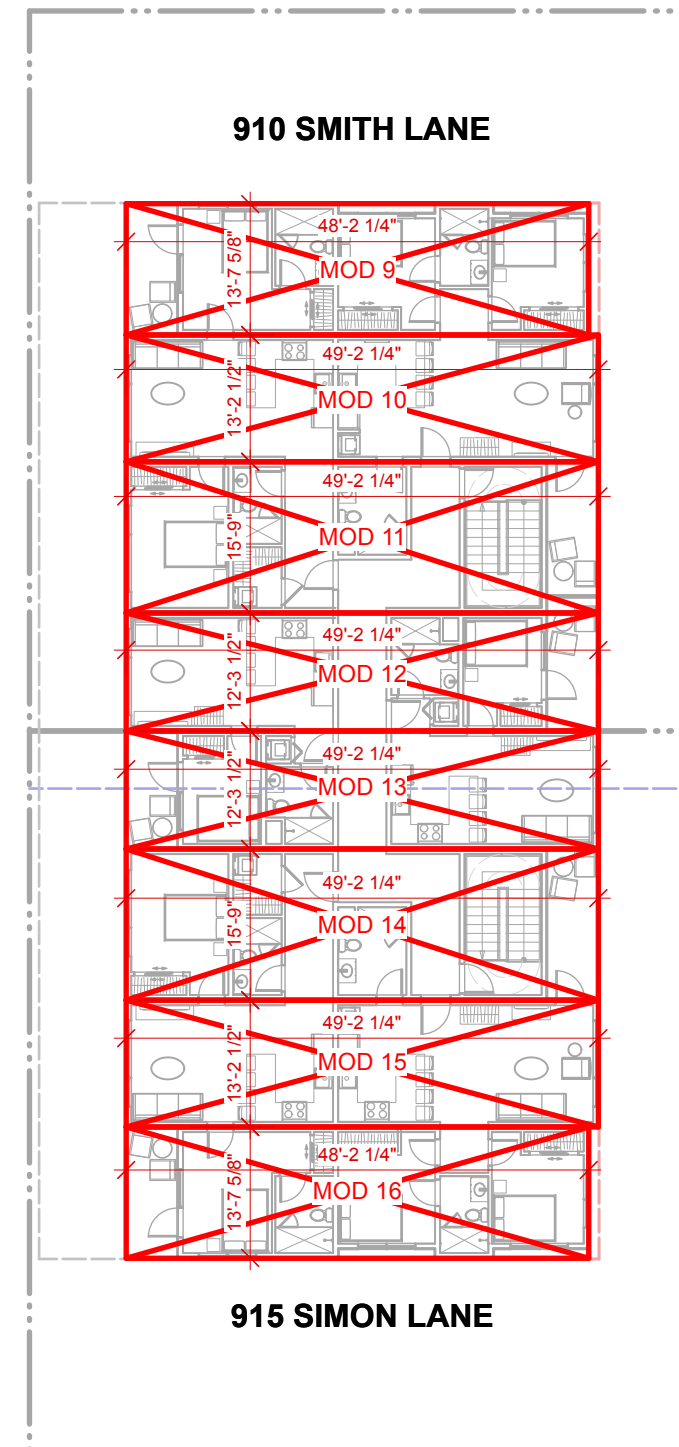




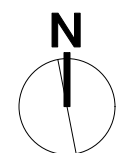
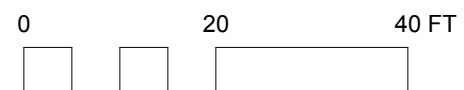
LEVEL 01

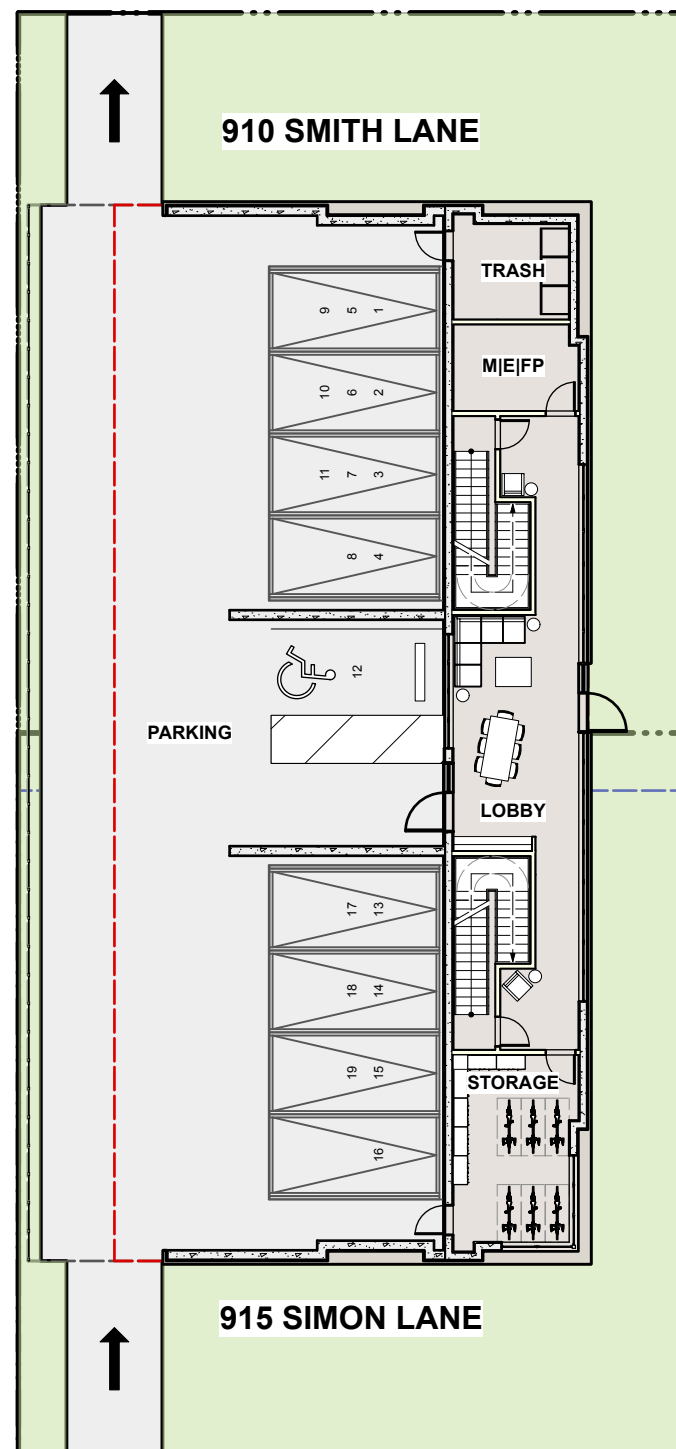


LEVEL 02

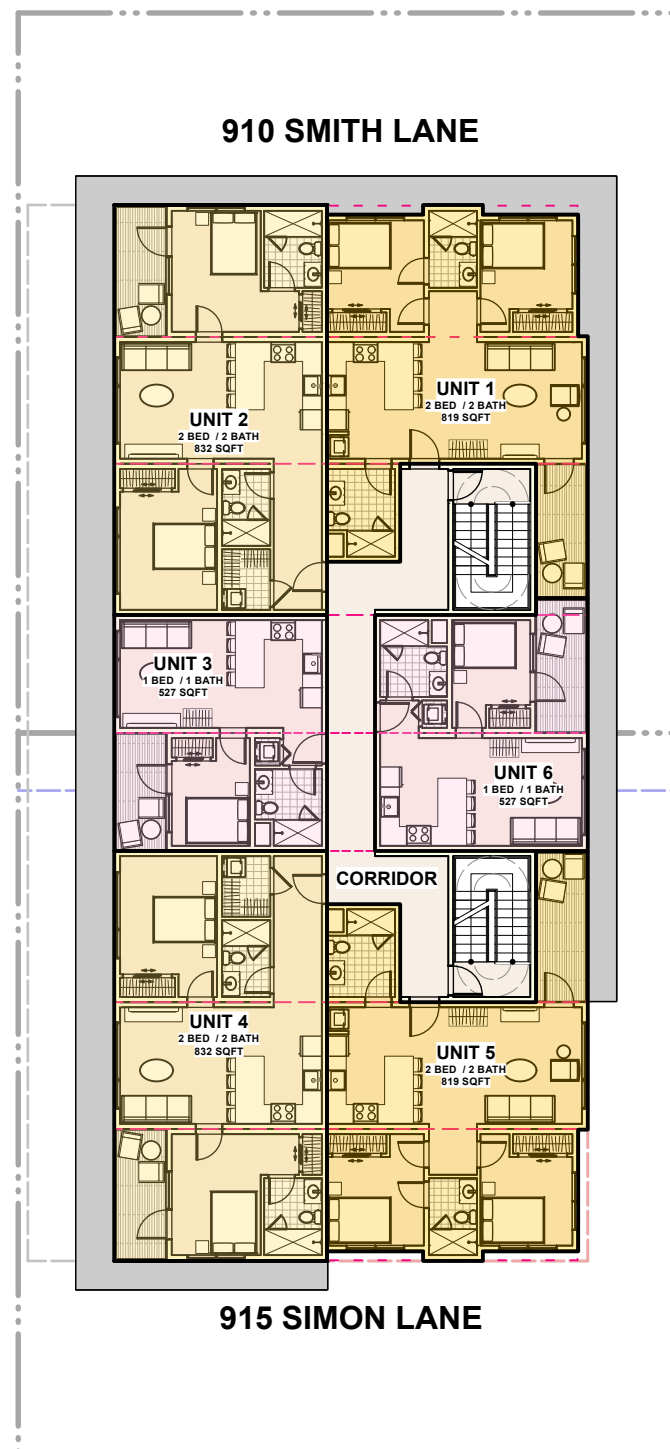


LEVEL 02

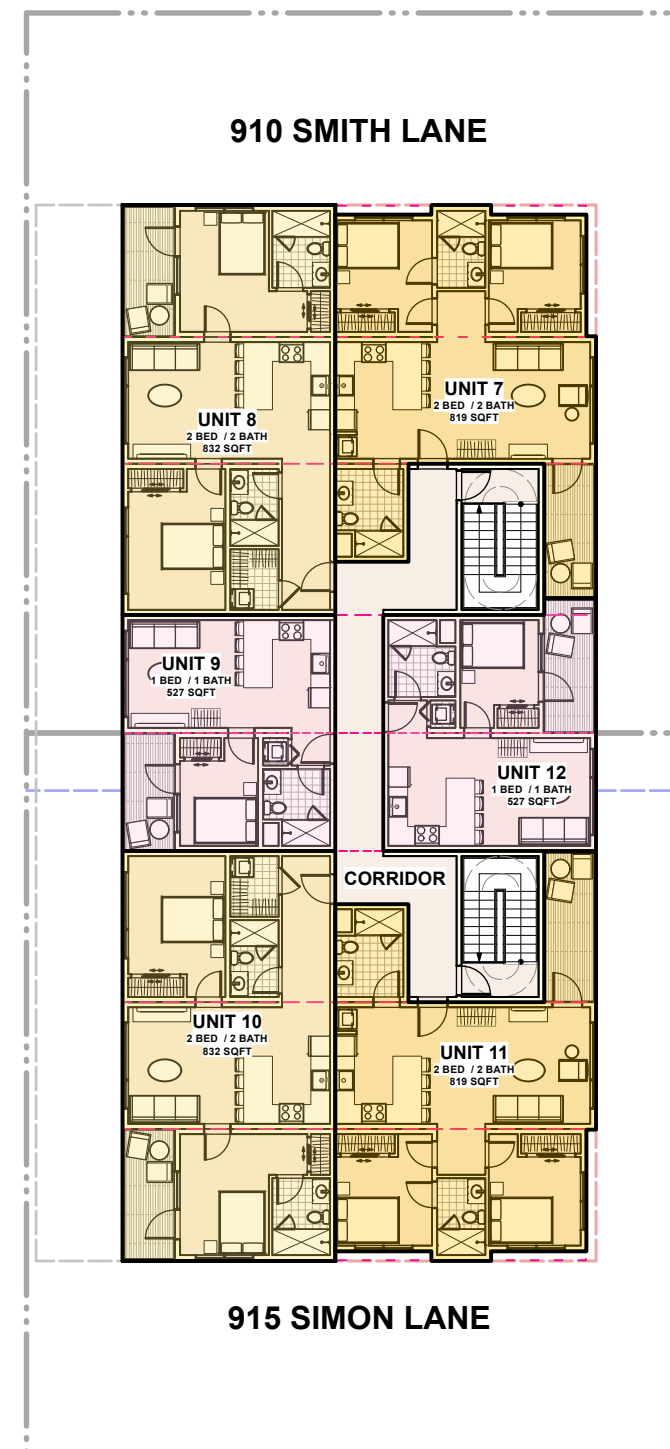




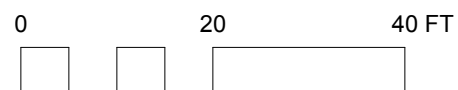
LEVEL 01

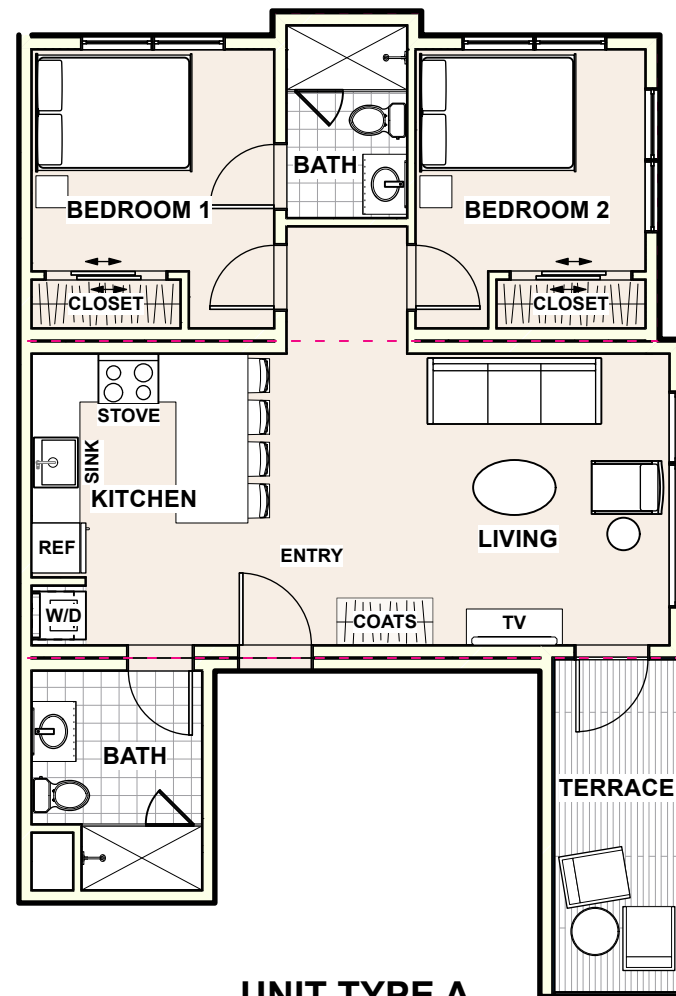


LEVEL 02

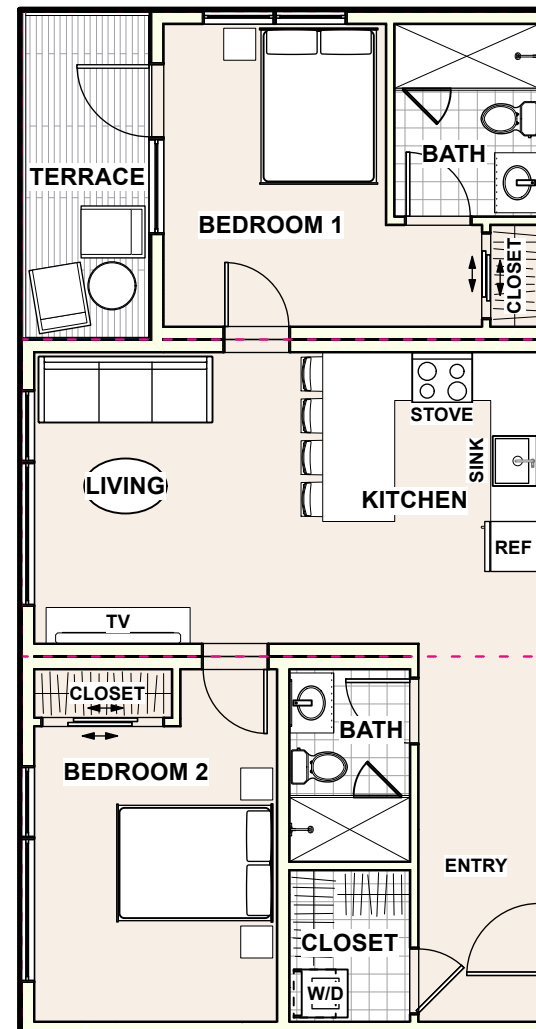


LEVEL 03

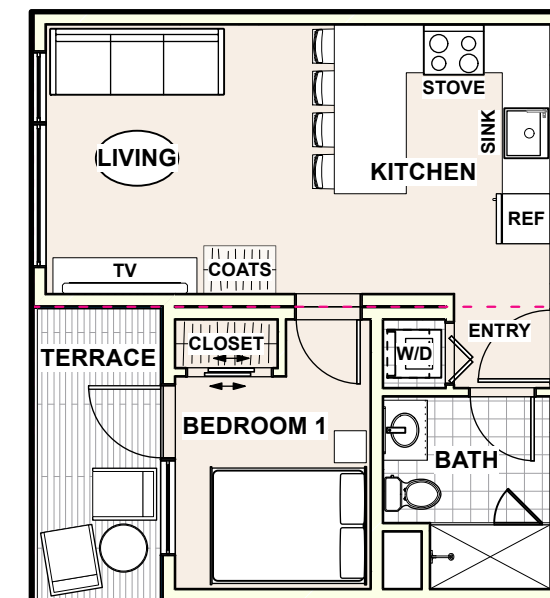




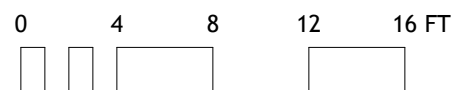
UNIT TYPE A
2 BED / 2 BATH
819 SQFT.



UNIT TYPE B
2 BED / 2 BATH
832 SQFT.



UNIT TYPE C
1 BED / 1 BATH
527 SQFT.

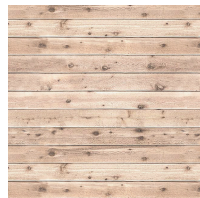




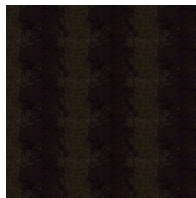
**DARK GRAY
ALUMINUM SIDING**



STONE VENEER



**WOOD SIDING,
DECKING & SOFFIT**



**BLACK FASCIA
& WINDOWS**



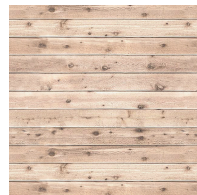
VIEW FACING NORTHWEST



**DARK GRAY
ALUMINUM SIDING**



STONE VENEER



**WOOD SIDING,
DECKING & SOFFIT**



**BLACK FASCIA
& WINDOWS**



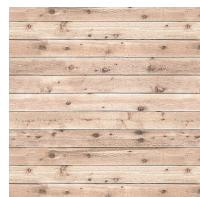
VIEW FACING SOUTHWEST



**DARK GRAY
ALUMINUM SIDING**



STONE VENEER



**WOOD SIDING,
DECKING & SOFFIT**



**BLACK FASCIA
& WINDOWS**



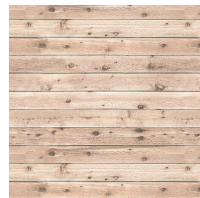
VIEW FACING NORTHEAST



**DARK GRAY
ALUMINUM SIDING**



STONE VENEER



**WOOD SIDING,
DECKING & SOFFIT**



**BLACK FASCIA
& WINDOWS**



VIEW FACING SOUTHEAST

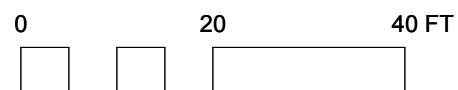
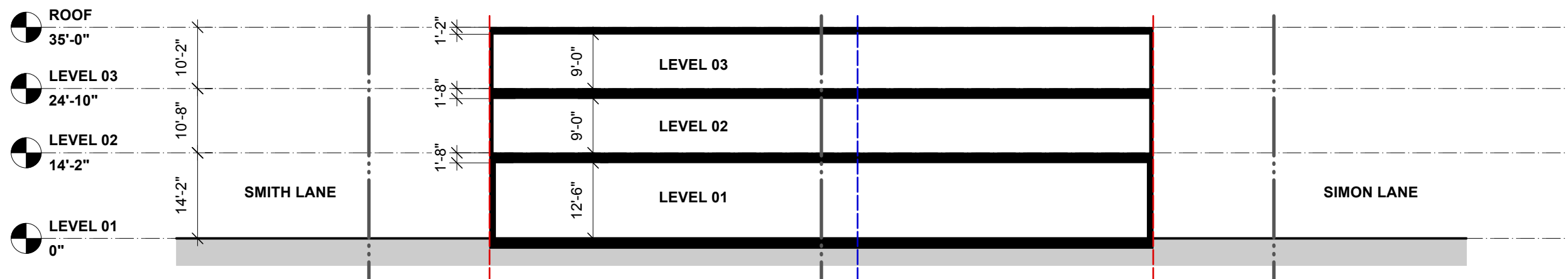
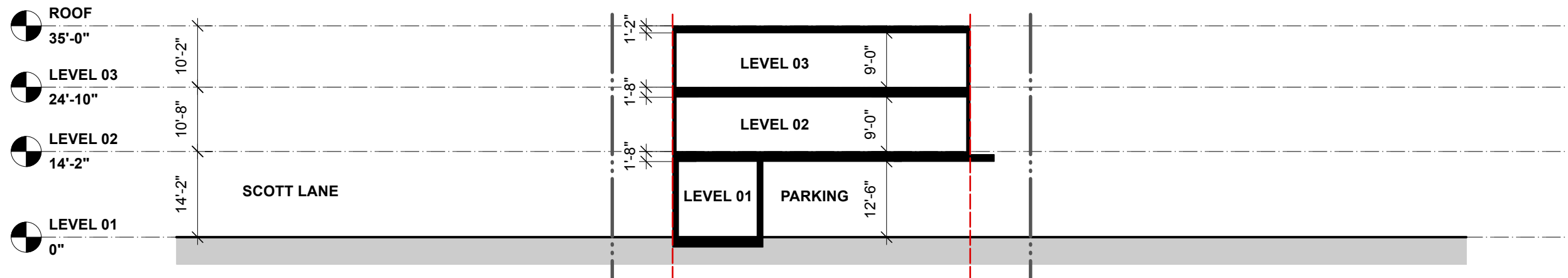






Exhibit C
S4 FLATS Employee Right of Purchase Agreement
(see attached)

EMPLOYEE RIGHT OF PURCHASE AGREEMENT
(S4 Flats)

THIS EMPLOYEE RIGHT OF PURCHASE AGREEMENT ("Agreement") is dated this _____ day of _____, 2022 by Town of Jackson ("Town"), a Wyoming municipal corporation, and S4 Flats, a Wyoming LLC ("Developer").

RECITALS

WHEREAS, Developer is a Wyoming LLC constituted pursuant to Wyo. Stat. §17-29-101 et. seq.; and

WHEREAS, the Town has determined the shortage of affordable housing opportunities is a growing burden and part of its governmental function; and

WHEREAS, the Town owns certain real property located within the Town of Jackson located at 915 Simon Lane and 910 Smith Lane that it has leased to Developer for the purpose of developing affordable housing, pursuant to a lease agreement attached as Exhibit 1; and

WHEREAS, Developer has offered, and the Town has accepted, as consideration for that lease attached as Exhibit 1, revolving first options to purchase eight (8) residential units within S4 Flats for the Town's Employees; and

WHEREAS, Developer and the Town now desire to enter into this Employee Right of First Purchase Agreement pursuant to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual promises and covenants herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer agrees to provide the Town with eight (8) revolving rights of first purchase for residential units subject to the terms and conditions herein.

AGREEMENT

1. EMPLOYEE RIGHTS OF PURCHASE. Developer hereby grants to the Town eight (8) revolving rights of first purchase, each and all of which are superior to any other revolving rights of purchase in existence now or in the future, for Employees of the Town to purchase a Residential Unit, subject to the terms and conditions of this Agreement (each an "EROP" and collectively, the "EROPs").

A. First Purchase Terms. EROPs are triggered by several events, including but not limited to, the Jackson/Teton County Housing Department ("JTCHD") listing an Affordable Ownership 80-120% unit for sale, or the delivery of notice to the JTCHD of a current owner's desire to sell its Residential Unit (a "Re-Purchase Event"). If there is an available EROP, at the time of a Sale Event or Re-Purchase Event the following requirements shall apply and the parties hereto agree as follows:

(i) JTCHD shall deliver notice to the Town. Upon delivery of Notice, the Town shall have ten (10) days after receipt of Notice to notify the JTCHD in writing that the Town is waiving the applicable EROP with respect to the subject Residential Unit or that the Town has an Employee interested in looking at the subject Residential Unit. If the latter, the interested

Employee shall have another five (5) days to determine if it would like to purchase the Residential Unit and sign a binding purchase contract (the "Exclusive Purchase Option Period"). Prior to the expiration of the Exclusive Purchase Option Period, the Town must notify the JTCHD in writing that the Town is either waiving the applicable EROP with respect to the Residential Unit or that the Town is exercising the applicable EROP for the Employee to purchase the subject Residential Unit.

(ii) If the Town exercises its EROP for an Employee to purchase the Residential Unit, such purchase shall be completed by the Employee pursuant to Section 2 of this Agreement.

B. Waiver; EROP Reviving Event. If the Town does not send notice to JTCHD within ten (10) days of receipt of the EROP Notice or if the Town waives the applicable EROP or if the Employee does not complete the purchase of the Residential Unit pursuant to Section 2 after being provided notice and the expiration of any applicable cure period set forth in an executed purchase contract, then the JTCHD shall facilitate the purchase of the subject Residential Unit to another qualified buyer and each party hereto shall have no further rights or obligations to the other party with respect to the subject Residential Unit. Thereafter, the Town will have an EROP on the next available Residential Unit until the Town exercises the applicable EROP and an Employee purchases a Residential Unit as a result thereof. After the Town exercises the applicable EROP and an Employee purchases a Residential Unit as a result thereof, the applicable EROP shall be stayed until the earlier to occur of the following events (each an "EROP Reviving Event"): (i) the Town notifies the JTCHD that the Employee that owns the Residential Unit that was purchased as a result of the Town exercising the applicable EROP is no longer employed by the Town; or (ii) the Employee that owns the Residential Unit that was purchased as a result of the Town exercising the applicable EROP sells the subject Residential Unit.

2. CLOSING PROCEDURES FOR EXERCISE OF EROP. The purchase of the Residential Unit by the Employee shall occur as follows:

A. For the Initial Sale of a unit, the Employee shall have the opportunity to complete the purchase at the price set by Developer in accordance with any Jackson Teton County Housing Authority ("JTCHA") Rules and Regulations as adopted and as amended. The maximum sale price will be capped at the maximum allowed sale price for Affordable Ownership 80-120% one or two-bedroom units as determined by the JTCHD at the time of sale.

B. For the resale of Residential Units, the Employee shall purchase the Residential Unit at the Maximum Resale Price, as applicable, as these terms are defined in any applicable deed restriction for the subject Residential Unit, and all amendments thereto, and the closing shall be completed in accordance with any applicable timelines and procedures set forth in any applicable deed restriction and any rules and regulations adopted by the JTCHA and as amended from time to time.

3. ENTIRE AGREEMENT; MODIFICATION; MEMORANDUM. This Agreement embodies and constitutes the entire understanding between the parties with respect to the option and terms contemplated herein and all prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

4. **APPLICABLE LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming. Time is of the essence of this Agreement.

5. **HEADINGS; BINDING EFFECT.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns, provided that no assignment shall be made except in accordance with the provisions hereof.

6. **COUNTERPARTS; DIGITAL SIGNATURES.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

7. **INTERPRETATION; SEVERABILITY; CONSTRUCTION.** Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

8. **ENFORCEMENT.** If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees.

9. **NOTICES.** Notices hereunder shall be given only by hand delivery, certified letter, fax or telegram and shall be deemed given when received, if hand delivered, or when the letter (sent certified mail, return receipt requested, addressed as set forth below) is deposited in the mail. All notices required or permitted by any provision of this Agreement shall be directed as follows:

To Developer at:

S4 Flats LLC
c/o Figure 9 LLC
P.O. Box 190576
Anchorage, AK 99519
Joe@figure9er.com
Dave@figure9er.com

With a copy to: Western Agents, Inc.
10 E. Pearl Avenue Suite 200
P.O. Box 1172
Jackson, WY 83001

To Town of Jackson: Town Attorney
Town of Jackson
P.O. Box 1687
Jackson, WY 83001
lcolasuonnojacksonwy.gov

With a copy to: Town Clerk
Town of Jackson
P.O. Box 1687
Jackson, WY 83001
clerk@jacksonwy.gov

To JTCHD: Jackson / Teton County Housing Department
P.O. Box 714
Jackson, Wyoming 83001
aprilnorton@jacksonwy.gov

9. **GOVERNMENTAL IMMUNITY.** The Town of Jackson does not waive its governmental immunity by entering into this agreement and specifically retain immunity and defenses available to it as a governmental entity pursuant to Wyo. Stat. Ann. §1-39-101, *et seq.*, and all other state law.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first written above.

Town of Jackson:

TOWN OF JACKSON, a Wyoming municipal corporation

BY: _____
Mayor

ATTEST:

BY: _____
Town Clerk

State of Wyoming)
) ss.
County of Teton)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson and Riley Taylor, as Mayor and Town Clerk, respectively, of the Town of Jackson this _____ day of _____, 2022.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Developer:

S4 Flats LLC, a Wyoming LLC

By: _____

Title: _____

By: _____

Title: _____

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

The foregoing instrument was acknowledged before me by
_____ and _____, as Officers of S4 Flats
LLC, a Wyoming LLC, this _____ day of _____, 2022.

WITNESS my hand and official seal.

Notary Public

My commission expires:

STAFF REPORT



Meeting Date:	July 5, 2022	Meeting Title:	Town Council
Submitting Department:	Planning Department	Presenter:	Tyler Valentine
Agenda Item:	P22-071 Development Plan for a new 3-story, mixed-use building at the properties addressed at 50 S. Cache Street and 45 & 75 E. Pearl Avenue	Public Comment:	No

Purpose & Policy Considerations.

A Development Plan is required in the Downtown Core – 2 (DC-2) zoning district by the Town of Jackson Land Development Regulations (LDRs) for projects with a floor area that exceeds 19,500 sf. The proposed development is approximately 68,000 sf above grade.

Requested Action.

The applicant is requesting approval of a Development Plan for a new 3-story, mixed-use building at the properties addressed at 50 S. Cache St and 45 & 75 E. Pearl Ave.

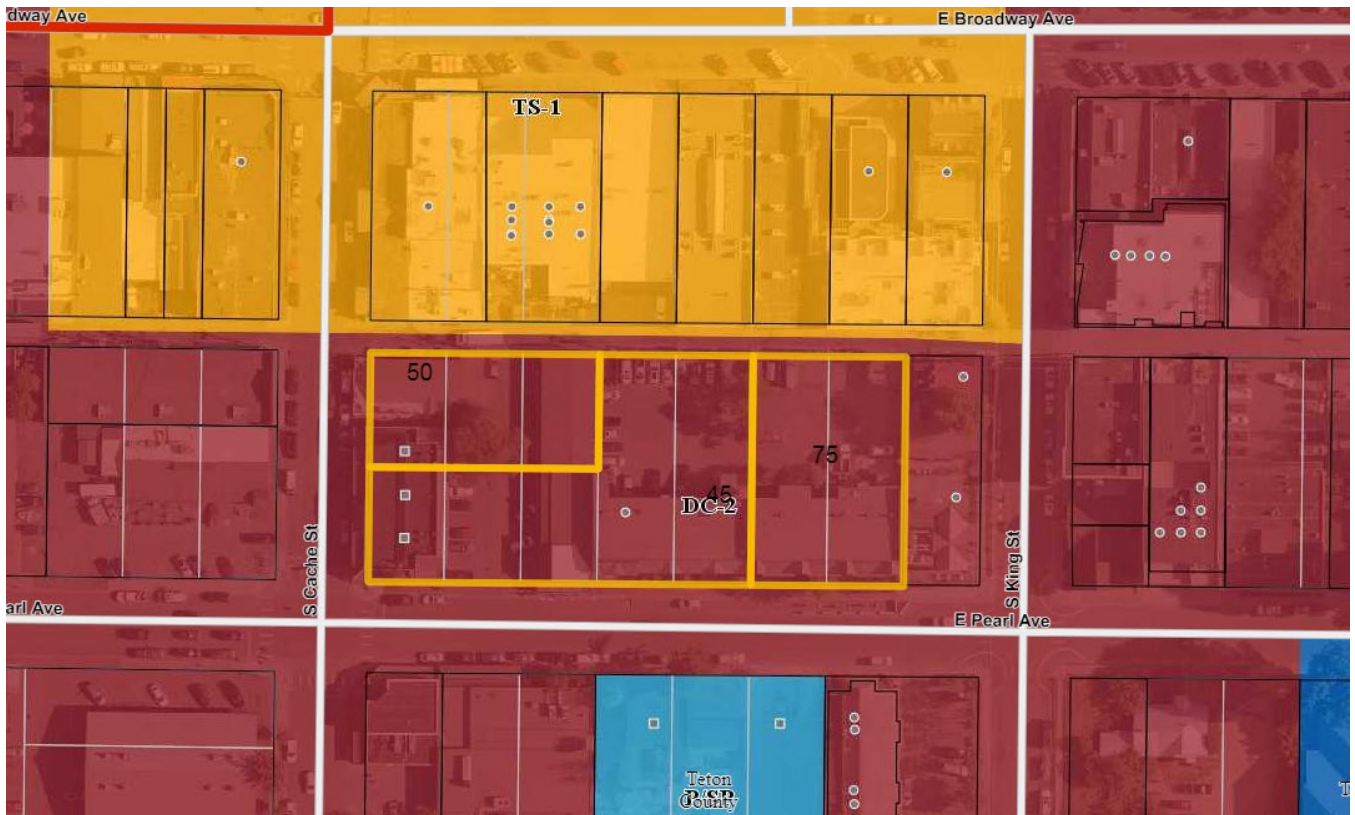
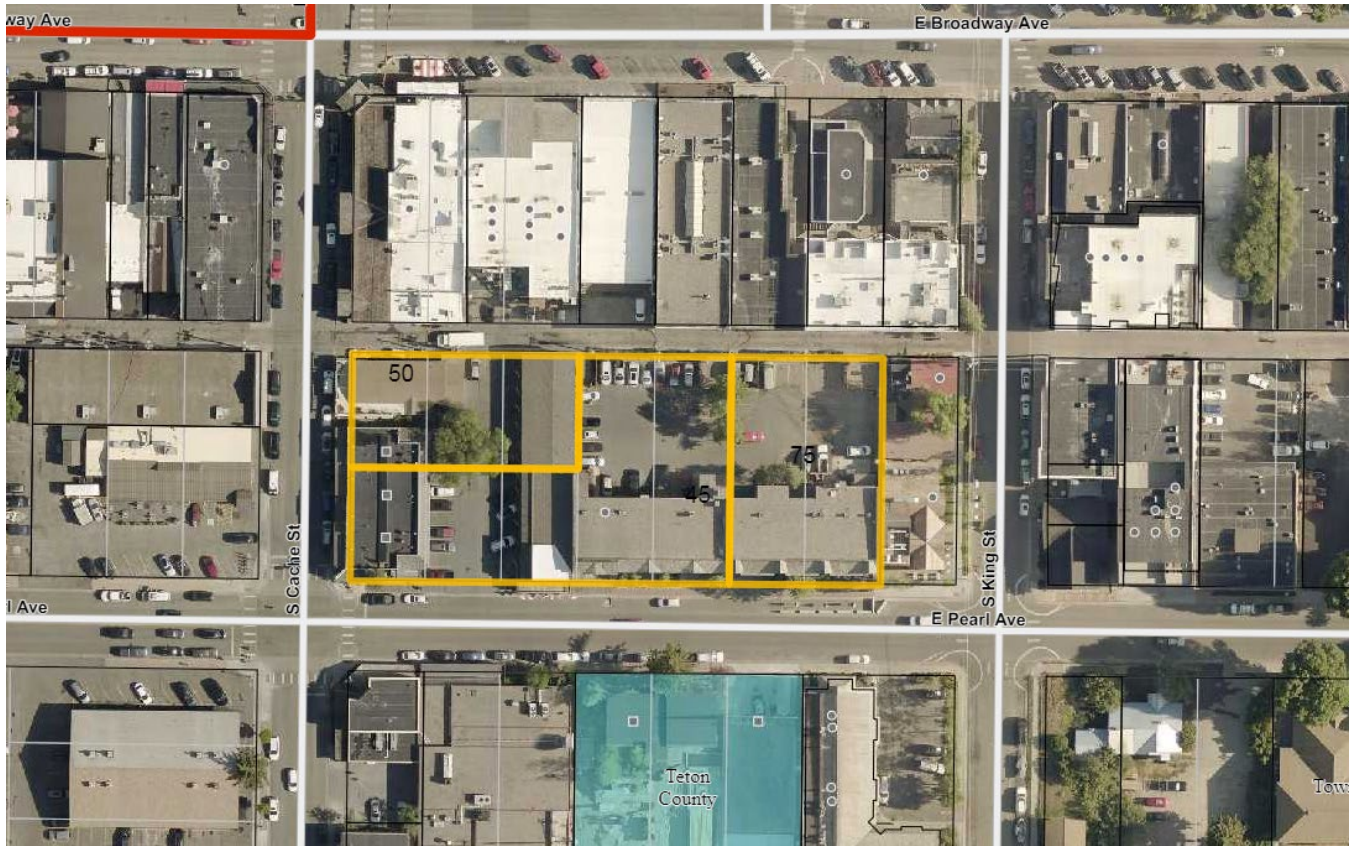
Recommendations.

The Planning Director recommends **approval** of a Development Plan for a new 3-story, mixed-use building at the properties addressed at 50 S. Cache St and 45 & 75 E. Pearl Ave, subject to the departmental reviews attached hereto and the following condition:

1. Prior to the submittal of a Building Permit, the applicant shall revise the Cache Street canopies to ensure they provide continuous coverage over the boardwalk.

Project Location.

The properties are located at 50 S. Cache St (N 1/2 LOT 14-16, BLK. 1, CACHE-1), 45 E. Pearl Ave (LOT 12-13, S 1/2 LOTS 14-16 BLK. 1, CACHE-1) and 75 E. Pearl Ave (LOT 10-11, BLK. 1, CACHE-1). An aerial photo and zoning map are shown on the following page:



Background/Project Description.

Background: The applicant's 1.2-acre property (7 lots) covers nearly an entire south-facing block starting at the corner of Pearl and Cache and extending east to the historic Coe House cabin property (Old Sweetwater). It is zoned DC-2 and located in the Lodging Overlay (LO). The site has several existing structures which include:

- Ranch Inn Hotel (57 lodging units) built from 1974 to 1995 (28,508 sf above grade + 11,558 sf basement) which includes commercial spaces such as Thai Me Up restaurant and Grace Spa
- Retail building adjacent to alley along Cache built in 1935 (2,613 sf above grade + 500 sf basement) (Under the Willow art gallery)
- Retail building at the corner of Pearl and Cache built in 1989 (7,584 sf above grade + 3,792 sf basement) (Ranch shops)
- **TOTAL EXISTING FLOOR AREA:** 38,705 sf above grade + 15,850 sf basement = 54,555 sf

On January 28, 2022, the Town Council approved a Sketch Plan for a +/-67,000 sf mixed-use building at the subject properties. The Sketch Plan was approved with the following 7 conditions of approval:

1. As part of the Development Plan, the applicant shall identify the location of the trash enclosure, 3 ADA parking spaces, and bike parking consistent with the LDRs.

Response: Staff finds that the applicant has satisfied this condition by providing a series of bike racks in the pedestrian frontage zone along both streets and bike storage within the parking garage. In addition, four (4) ADA spaces have been provided. Finally, the applicant has provided multiple trash enclosures along with 3 separate egress doors leading to the alley for trash pick-up and deliveries.

2. Prior to the Development Plan submittal, the applicant shall work with Jackson Teton County Fire/EMS to ensure the minimum amount of red curb is provided for Station #1 street parking.

Response: The Fire Department has reviewed the proposal and has no concerns over the amount of red curb designated to Fire/EMS. Although the existing curb cut will be shifted west about 40', there will be no reduction in the amount of red curb along Pearl Ave.

3. As part of the Development Plan, the applicant shall provide details on the final location and operation of the garage door along Pearl Ave.

Response: The garage door is now setback approximately 49' from the sidewalk allowing space for vehicular queuing. The garage will only be accessible to condo owners (both commercial and residential) and will not be open to the public or employees of the commercial spaces.

4. As part of the Development Plan, the applicant shall provide a landscape plan prepared by a Wyoming Landscape Architect for the street trees and private landscaped courtyard.

Response: A landscape Plan prepared by a Wyoming licensed landscape architect has been provided.

5. The applicant shall work with the Engineering Department prior to Development Plan submittal to determine the appropriate amount of alley improvements, if any, potentially including patching areas of disturbance or paving the portions of the alley adjacent to the development.

Response: According to the department review comments, the Engineering Department is requiring the applicant to pave the entire width of the alley for the length of the project.

6. As part of the Development Plan, the applicant shall allocate parking credits to the commercial spaces.

Response: The applicant has provided a response to the allocation of parking credits. Please refer to the Vehicular Access/Circulation/Parking section below for further analysis.

7. As part of the Development Plan submittal, the applicant shall make design revisions to address the perceived scale of the building. The project should appear to be two separate buildings or phases, although it may remain connected as a single building. Examples of changes could include 1) extension outward or recess of the building front and 2) adjustments at the street level building envelope and pedestrian zone to provide for more variation of experience.

Response: The applicant went before the DRC on March 9, 2022, and received a recommendation of approval. Please see the Design Review Committee (DRC) section below for further analysis.

Project Description:

The applicant is requesting approval of a Development Plan for a 67,576 sf, 3-story, mixed-use building with at-grade covered parking (69 spaces). The project includes a 6,518 sf basement consisting of a gym and storage units for the condos. All existing buildings on the site will be demolished. The proposed ground level includes several commercial spaces (+/-10,500 sf) intended for retail but can be used for other allowed commercial uses (e.g., office, service, restaurant, etc.). Levels two and three include a total of 18 short-term rental condos (ten two-bedrooms, 6 three-bedrooms, and 2 four-bedrooms). All 18 condos will be allowed to be used for both short-term rental and long-term rental and may be owner-occupied (referred to as “condos” in this report). The 2nd level above the garage includes a landscaped courtyard and the 3rd level above the vehicular entrance includes a private amenity lounge and spa area for the condo owners. Primary vehicular access will be taken from Pearl Ave which leads into a covered garage with 58 parking spaces serving both the commercial units and condo units. The applicant is also proposing 11 covered parking spaces off the alley to the north. Total parking provided in 69 spaces.

Analysis.

Development Plan Review:

This project requires Development Plan because the project’s 67,576 sf of qualifying floor area exceeds the 19,500-sf threshold for a Development Plan in the DC-2 Zone. The purpose of a Development Plan is to review a physical development or development option that is large and complex enough to benefit from a public review at a sufficient level of detail to determine compliance with these LDRs prior to the preparation of final construction or plat documents. In addition, since this project also required a Sketch Plan, the purpose of this Development Plan is also to ensure general consistency with the previously approved Sketch Plan. After reviewing the applicant’s submittal, staff finds that as conditioned it complies with the DC-2 zone and the previously approved Sketch Plan.

List of changes from Sketch Plan:

- The number of condos increased from 17 to 18.
- The number of parking spaces increased from 62 spaces to 69 spaces. Eleven of those spaces are now accessed only from the alley to provide designated parking for employees or customers of the commercial spaces.
- A bulb-out is proposed at the corner of Pearl and Cache.
- The applicant shifted the building several feet south of the alley to provide room for maintenance of utilities.
- The garage door off of Pearl Ave has been shifted north +/-49 from the sidewalk to allow space for vehicle queuing.
- The exterior material palette has been modified. Please see the Design Review Committee (DRC) section for further details.
- The architecture of the eastern-most 90' of the building along Pearl Ave differs from the rest of the building as it takes on a different theme. This was in response to the Town Council's Sketch Plan condition #7. Please see the Design Review Committee (DRC) section for further details.

Conformance with Applicable LDRs:

Staff finds that the applicant complies with the dimensional standards in the DC-2 zone as shown in the table below and discussed further in this section.

	DC-2	Proposed	Complies?
FAR	1.3 base max (71,219 sf) (2:1 Workforce Housing Bonus Allowed)	1.29 base (67,576) Basement: +/-6,500 sf (2:1 Workforce Housing bonus not used)	Yes
LSR	n/a	Landscaped courtyard above the parking garage.	Yes
Plant Units	n/a	n/a (9 street trees provided on Pearl)	Yes
Minimum Lot Size	n/a for condo/townhome	n/a for condo/townhome	Yes
Height	42' (< 5:12 roof pitch) 46' (≥ 5:12 roof pitch)	42' (flat stepped roof) & 46' (7:12 pitched roof)	Yes
Parking	<u>DC-2 Standard:</u> Retail: 2.25 per 1,000 sf Condos: 1.5 per DU <u>Parking Credits:</u> Historical Parking Credits = 21.38* Street Parking Credits = 12 TOTAL CREDITS = 33.38 spaces	<u>Requirement:</u> 10,500 sf (retail) @ 2.25 = 23.6 - 33.38 (credits) = 9.78 (surplus) 18 (condos) @ 1.5 = 27 TOTAL REQUIRED = 27 spaces. 	Yes

	(credits can only be used to mitigate the commercial/retail. Cannot be used for lodging/residential condos)	TOTAL PROPOSED = 69 spaces	
Primary Street Setback (Cache)	0' – 5'	0' – 5'	Yes
Secondary Street Setback (Pearl)	0' – 5'	0' – 5'	Yes
Side Interior Setback (east)	0' or 5'	3'	Yes
Rear Setback (north)	0' or 5'	0'-5'	Yes
Street Façade Width (min)	80% of primary and secondary street	Nearly 100% for primary and secondary	Yes
3rd Story Step-back	20' with 40% encroachment allowed	20' and 40% encroachment	Yes
Pedestrian Frontage	13'6" for Trees in Grate 13' for Covered Boardwalk	13'6" (Pearl) Trees in Grate 13' (Cache) Covered Boardwalk	Yes

*Historical parking credits were established in a 2005 downtown parking analysis that was based on the amount of parking provided on a site in 1988. These historical parking credits run the with land and can be used to mitigate all commercial uses but cannot be used to mitigate lodging, short-term rental or any long-term residential uses.

Site Design:

The proposed site plan is consistent with the goals of the DC-2 zone by creating a strong street wall and holding the corner, providing multiple residential unit entrances, including active and engaging uses on the ground level, breaking up the commercial into smaller spaces, providing private open spaces for the condo tenants, covering the parking garage and hiding it from public view. In addition to the 58-space private parking garage accessed from Pearl Avenue, the applicant is providing 11 parking spaces off the alley designated for employees of the commercial spaces. The new and expanded sidewalks on both streets will significantly improve pedestrian safety and function along the frontage of this project. The new sidewalk on Cache will be a covered boardwalk due to its proximity to the Town Square and the new sidewalk on Pearl will be concrete with pavers and street trees (Trees in Grates) which will improve the street experience for residents and visitors alike. One observation made by Town Engineering and Parks and Recreation is that the proposed canopies along Cache have +/-3' gaps in between them. Since the LDR requirement calls for a continuous covered walkway, the applicant will be required to revise the canopies to be continuous with no gaps.

A bulb-out is proposed at the corner of Pearl and Cache which was not shown in the previous Sketch Plan. This would not be the first project to propose a bulb-out on just a single corner of an intersection. For example, the Glenwood/Gill and Rusty Parrot projects both received approval for bulb-outs on one corner knowing that other corner lots would do the same as they redeveloped. Bulb-outs are known to be effective measures in pedestrian safety as they shorten the street crossing distance, provide better visibility conditions between vehicles and pedestrians, and narrow the road which causes vehicles to slow down. For these reasons, staff supports the bulb-out design.

Building Design & Size:

As shown above in the LDR compliance table, the building and site comply with all relevant dimensional standards for the DC-2 zone. The building is 3-stories with mostly a flat roof design with a maximum of 42' in height at each stepped section. The eastern-most 90' of the building along Pearl Ave has a pitched roof design with a maximum height of 46'. The building has one 2-story section along Pearl Ave which is where the vehicular entrance is located. This section includes a different material (i.e., black metal panels) and has a first floor that is set back much farther than the rest of the building to help break up the mass along the longest portion of the building.

The ground-level commercial is broken up into several spaces ranging in size from 493 – 3,447 sf and each space has its own street entry. The ground level also includes 4 private entry doors (1 on Cache and 3 on Pearl) that lead to the condos on the 2nd and 3rd levels. The condos can also be accessed directly from the covered parking garage. Units range in size from 1,853 sf to 3,690 sf. Ten units are 2-bedrooms, six units are 3-bedrooms, and two units are 4-bedrooms. The LDRs require a 20-foot 3rd-story step-back and the design has provided this, including a larger step-back in certain places. In addition, other additive and subtractive architectural elements are provided on the first two levels to vary the façade and rooflines to create interest and shadow lines. Additionally, the portions of the 3rd level that are not required to be stepped back have been willfully stepped back 3' from the 2nd level façade to further help reduce the perceived mass.

Since the Sketch Plan approval, exterior changes have been made to the overall material palette and to the architecture of the eastern-most 90' of the building along Pearl Ave. The new materials for the building include black cedar siding, large format reclaimed wood siding, Montana moss rock stone, stained cedar plants, black painted wood detailing, matte black metal panels, black aluminum windows, and CMU block for the structured parking along the alley. Regarding the changes to the eastern-most 90' of the building along Pearl Ave, please see DRC section below.

Design Review Committee (DRC):

The DRC reviewed this project on March 9, 2022, and recommended approval to the Town Council with a condition requiring the applicant to further address the detailing on the easternmost section of the building to improve the authenticity. This condition was directed toward the large faux chimneys and railing materials. The applicant has since made revisions to satisfy these conditions.

The primary focus of the DRC's review was compliance with Condition #7 of the Sketch Plan which concluded that the large building façade along Pearl Ave still appeared to be too monolithic and lacked sufficient articulation variation to meet the western character design guidelines as well as the Town's general design guidelines. The other part of the Council's Condition #7 addressed the need to increase the level of interest and variety of the building at the street level for pedestrians. The uniform window design and lack of articulation of the shopfront level added to the monolithic feel of the building and so the Council wanted to see some street-level changes there as well. Below is Condition #7:

As part of the Development Plan submittal, the applicant shall make design revisions to address the perceived scale of the building. The project should appear to be two separate buildings or phases, although it may remain connected as a single building. Examples of changes could include 1) extension outward or recess of the building front and 2) adjustments at the street level building envelope and pedestrian zone to provide for more variation of experience.

Note: It was generally agreed upon by the Council, staff, and the applicant that if the building was to remain connected as a single building, the best location to introduce a change to break up the building would be at the 2-story portion along Pearl Ave.

At the March 2022, meeting the DRC was presented with 2 designs (Option A & B) both of which kept the project as a single building while attempting to break up the building at the 2-story portion on Pearl Ave as mentioned above. In the opinion of the DRC, Option A did not go far enough to meet the Council's condition as it did not successfully break up the building to appear as two buildings or phases. Option A kept the same flat roof pattern as the Sketch Plan design and generally involved pushing the garage door back, setting the first floor back about 10' to create an outdoor area, moving that building module back about 4.5 feet on the second floor, and changing the exterior materials to a black metal panel.

Option B, which is the option DRC recommended, went further and generally involved pushing the garage door back, setting a large portion of the first floor back about 10' to create an outdoor area, introducing a pitched roof (46' in height), adding dormers on the third level, changing the exterior material to reclaimed wood, adding punched windows on level 2, increasing the building separation on east side from 1' to 3', changing the material and design of the east façade, and extending the elevator overruns with stone to look more like a chimney feature. Similar to Option A, Option B also included a change in exterior materials over the 2-story portion along Pearl Ave to a black metal panel which further signified a transition in the design. Overall, the DRC appreciated how Option B provided a much better transition to the historic Coe Cabin to the east through the use of natural wood siding, a pitched roof, and a 3' buffer. These changes are best articulated in the eastern elevations and renderings.

Vehicular Access/Circulation/Parking:

Vehicular access has not changed significantly since the Sketch Plan approval in that primary access will be taken from Pearl Ave via a 24'-wide, two-way driveway that leads to a covered parking garage. In response to a Sketch Plan condition of approval relating to the location and operation of the parking garage door, the applicant has shifted the garage door back from the Pearl Ave sidewalk by approximately 49' to allow room for queuing. Access to the parking garage will be limited to condo owners (both commercial and residential) but not open to the public or employees of the commercial spaces (Note: the existing parking requirements require no on-site parking for the commercial spaces). Once inside the parking garage, there is one main drive aisle which gives way to 58 parking spaces. Each condo unit will be designated 2 spaces and the remaining spaces will be shared amongst the commercial spaces.

One noteworthy change from the Sketch Plan is the provision of 11 parking spaces off the alley to the north. These spaces will be designated for the employees and customers of the commercial spaces and can only be accessed to/from the garage on foot. Any additional overflow or guest parking will be provided by on-street parking as is typical in the downtown area. However, due to Fire Station #1 being located across the street on Pearl Ave, the amount of on-street parking will be limited due to the red curbs designated for Fire/EMS.

In total, the applicant has increased the overall provided parking since the Sketch Plan from 62 spaces to 69 spaces. As mentioned above in the LDR Compliance table, the property has 33.38 parking credits which were used to reduce the on-site parking requirement for the ground-level commercial. Since the commercial only generates a 24-space requirement, the 33.38 parking credits completely cover the commercial requirement relieving the applicant of providing any parking for the commercial spaces. In total, the applicant is only required to provide 27 spaces for the condos.

In accordance with Sketch Plan condition #6, the 33.38 parking credits (rounded up to 33.5) will be allocated to the 7 commercial spaces based on the percentage of each space's size compared to the total commercial square footage. In other words, the larger the tenant space the more credits are assigned. Below is the parking allocation:

- Retail Space A – 4 credits
- Retail Space B – 11 credits
- Retail Space C – 7.5 credits
- Retail Space D – 1.5 credits
- Retail Space E – 1.5 credits
- Retail Space F – 1.5 credits
- Retail Space G – 6.5 credits

Note: The applicant has requested the flexibility to modify and finalize the parking allocations at the time subdivision plat based on the interest of future commercial condo owners. Staff is comfortable providing flexibility knowing that the plat will serve as the official record for parking credits.

Affordable/Employee/Workforce Housing:

Sec. 6.3.2.A.1 in the LDRs gives an affordable housing "credit" for any uses on the site established from December 19, 1995, to the present. Essentially, whichever uses generate the highest mitigation requirement during this period create a credit of equal value that can be used to offset the housing requirement of new development or redevelopment on the same site. Based on this methodology for assessing housing credits and requirements, the proposed development requires less housing mitigation than the existing mitigation credit so no additional deed-restricted housing is required or proposed. In fact, a housing credit of 3.86 units will remain on the site even after the proposed project is completed.

The below table provides a summary of the affordable housing mitigation plan.

Mitigation Requirement (Base 1.3 FAR)
<u>Proposed:</u> 67,576 (above grade) + 6,518 sf (basement) = 74,094 sf (total gross) • (10) 2-bedroom short-term rental condos = 2.04 units • (6) 3-bedroom short-term rental condos = 1.836 units • (2) 4-bedroom short-term rental condos = 0.818 • Retail (10,543 sf) = 2.275 units Requirement: 6.97 deed-restricted units <u>Credit for existing/historical uses:</u> 38,705 sf above grade + 15,850 sf basement = 54,555 sf (total gross) • 57 lodging units = 5.82 units • Retail (13,022 sf) = 2.81 units • Restaurant/bar (3,000 sf) = 1.796 units • Apartments = no credit • Assembly = no credit

Total Credits: 10.43 units

Complies: 3.46 units of credit remaining

Development Exactions:

The proposed project includes 18 condominium units which will require a subdivision plat at a later date. Each unit, therefore, will generate demand for schools and parks that must be mitigated according to Division 7.5: Development Exactions Standards. The final school and park exactions will be calculated as part of the Development Plan approval and will be due at the time of subdivision plat approval.

Construction Staging:

As part of the previously approved Sketch Plan, the Town Engineer required that a construction-staging narrative and plan be submitted with the Development Plan. The applicant has complied with that requirement by providing a construction-staging plan and narrative which has been reviewed by the Engineering Department. Engineering has provided several comments that will need to be addressed at the time of building permit submittal. The intended outcome of this Development Plan review is for Council, Engineering, and the applicant to have the opportunity to ask questions early on with the goal of having the applicant address said concerns before a formal decision is made on the construction-staging plan at a later date.

Planning Commission

The Planning Commission reviewed this item on June 1st and June 15th and unanimously recommended approval to Town Council as conditioned. The reason the item went before the Commissioners twice was that a quorum could not be established at the June 1st meeting requiring the item to be continued to the next regularly scheduled meeting, which was June 15th. Overall, the Commissioners agreed that the project was consistent with the LDRs and previously approved Sketch Plan, and generally felt that the design changes satisfy the Town Council's 7th condition.

Public Comment

None.

Comprehensive Plan & Priority Alignment.

Development Plan. All Development Plan proposals may be approved only if all of the following findings are made:

1. *The proposed project is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.*

Not applicable. This finding is not applicable according to the Wyoming Supreme Court.

2. *The proposed project achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.*

Not applicable. The property is not located within the Natural Resource Overlay (NRO) or Scenic Resources Overlay (SRO).

3. *The proposed project does not have a have a significant impact on public facilities and services, including transportation, portable water and wastewater facilities, parks, schools, police, fire, and EMS facilities.*

Complies. As conditioned, staff finds that the proposed project will not have significant impacts on public facilities and infrastructure.

4. *The proposed project complies with the Town of Jackson Design Guidelines, if applicable.*

Complies. The DRC reviewed this Development Plan on March 9, 2022, and recommended approval to Town Council.

5. *The proposed project complies with all relevant standards of these LDRs and other Town Ordinances.*

Complies. As conditioned, staff finds that the application meets all standards of the LDRs and other Town Ordinances.

6. *The proposed project is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

Complies. Staff finds that the Development Plan is in substantial conformance with the previously approved Sketch Plan.

Fiscal Impact.

No fiscal impact identified at this time.

Staff Impact.

The amount of staff time to review, meet with the applicant, research, and write this report including future work to send final letters is roughly 40 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

Suggested Motion.

I move to **approve** Development Plan P22-071 for a new 3-story, mixed-use building at the properties located at 50 S. Cache St and 45 & 75 E. Pearl Ave based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated July 5, 2022.

CONDOS AT CACHE + PEARL

DEVELOPMENT PLAN SUBMITTAL

MARCH 29, 2022



NORTHWORKS



TABLE OF CONTENTS

- COVER LETTER
- APPLICATION
- PROJECT NARRATIVE
- RESPONSES TO THE SKETCH PLAN CONDITIONS FOR APPROVAL
- UPDATED RESPONSES TO FINDINGS FOR APPROVAL
- UPDATED RESPONSES TO THE TOWN OF JACKSON PLANNING DEPARTMENT PRE-APPLICATION CONFERENCE (30 JUNE 2021)
- LDR COMPLIANCE
- DRAWINGS
- HOUSING MITIGATION PLAN
- PARKING CALCULATIONS
- ENGINEERING REPORT
- CONSTRUCTION MANAGEMENT PLAN
- GEOTECHNICAL REPORT

COVER LETTER

Crystal Creek Capital Real Estate Advisors, LLC

P.O. Box 844 | 25 S. Willow Street, Ste 200 | Jackson, Wyoming 83001 | Telephone 307-733-4733

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

March 29, 2022

Re: Development Plan: 50 S. Cache Street; 45 E. Pearl Avenue; 75 E Pearl Avenue

Dear Mr. Anthony,

Please accept this Development Plan application for the redevelopment of the properties located at 50 S. Cache Street; 45 E. Pearl Avenue and 75 E Pearl Avenue. Included in this application are the following items:

1. Application
2. Project Narrative
3. Responses to the Sketch Plan Conditions for Approval
4. Updated responses to findings for approval
5. Updated responses to the Town of Jackson Planning Department pre-application conference
6. LDR compliance
7. Drawings
8. Housing mitigation plan
9. Parking Calculations
10. Engineering Report
11. Construction Management Plan
12. Geotechnical Report

The proposed project implements the goals noted in the Jackson/Teton County Comprehensive Plan. It fully conforms with the Town of Jackson land development regulations and design guidelines.

The project is a mixed-use building totaling approximately 68,000 square feet that includes commercial space at the street level and two additional levels of residential units. Upon completion, the project will add vibrancy to the southern edge of the downtown core.

No variances or administrative adjustments are proposed in this submittal.

Please notify me with any questions you may have. We look forward to working with you on this project.

Sincerely,



James D. Walter,
Founder & President

APPLICATION



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: Cache / Pearl Redevelopment
Physical Address: 50. S Cache; 45 E. Pearl; 75 E. Pearl
Lot, Subdivision: 10-16 Block 1 Cache 1 PIDN: _____

PROPERTY OWNER.

Name: CCC's Ranch Inn, LLC Phone: 307-733-4733
Mailing Address: P.O. Box 844 Jackson, WY ZIP: 83001
E-mail: jim@crystalcreekcapital.com; jeanne@crystalcreekcapital.com

APPLICANT/AGENT.

Name: Northworks Architects and Planners Phone: 307-201-5324
Mailing Address: P.O. Box 4027 ZIP: 83001
E-mail: adepree@nwks.com

DESIGNATED PRIMARY CONTACT.

☒ Property Owner ☐ Applicant/Agent

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

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

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

Pre-application Conference #: P21-062 Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: _____

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

Have you attached the following?

- ☒ **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.
- ☒ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.
- ☒ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

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

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

Signature of Property Owner or Authorized Applicant/Agent

James D. Walter

Name Printed

March 28th, 2022
Date

President

Title

PROJECT NARRATIVE

PROJECT NARRATIVE

Overview:

The proposed project will re-develop a 1.29-acre seven lot parcel within the DC-2 zoning district located in the Town of Jackson. The site is bordered on the west by Cache Street, on the south by Pearl Avenue, on the east by a previously developed 0.17-acre DC-2 zoned site, and on the north by an alley which connects Cache Street and King Street.

Existing Site:

Currently, there are three major structures that exist on the site. These include the Ranch Inn, the Ranch Square Building and the Under the Willow Building. All above grade structures will be demolished. The new development will utilize approximately 68,000 total square feet (approximately 65,000 SF FAR area) of the total 71,219 square feet allowable within the 1.29-acre site. Some of the existing basements will remain in order to minimize earth work and shoring.

Background:

Since the proposed development exceeds 39,000 square feet, a development permit is required. The proposed development received unanimous approval from the Design Review Committee on 10/13/2021, as well as Sketch Plan approval from the Planning Commission on 12/01/2021 and from the Town Council on 01/18/2022. To address a "condition for approval" created during the Sketch Plan approval from the Town Council, the applicant changed the project design significantly. The applicant created two separate design options, both of which met the criteria to address "Condition 7" and submitted these two options to the Design Review Committee ("DRC") for their review, comment, and ultimate recommendations for approval. Both options, "Options A & B" were well-received by DRC members although "Option B" was approved by a vote of 5-1. The single DRC member who voted "no" was generally supportive of the proposed design changes that were presented, but preferred Option A which is what prompted their dissenting vote. As a result, this application contains the "Option B" design as a result of DRC's recommendation for approval. It also incorporates the recommendations from DRC to change the railings on the eastern building to be consistent with the remainder of the project as well as slight modifications to the chimneys. The Development Plan Review will be followed by a Grading Permit Pre-Application, and ultimately a Building Permit Application.

The Program:

The 68,000 square foot redevelopment will include commercial space at the street level, and 18 two, three, and four-bedroom condominium units on the second and third levels. 58 parking spaces are located in a covered garage located at grade level directly behind (north of) the redevelopment, and 11 outdoor covered spaces are located north of the parking garage and accessed from the alley bordering the property. To access the garage, one will drive through a curb cut located on Pearl Avenue. To note, we are eliminating one large existing curb cut on Pearl Avenue and relocating the smaller existing curb cut that is currently located within the fire lane approximately 40 feet west to serve as the access point for the proposed parking garage. The proposed curb cut has been closely coordinated with Teton County Fire/EMS to ensure that the access and use of the fire station across Pearl Avenue is not impeded whatsoever.

Conclusion:

This Development Plan application complies with the Land Development Regulations, the Design Guidelines, the Comprehensive Plan and is being recommended for approval by Planning staff and the DRC. As noted above, the Development Plan submittal contains a number of design revisions that were informed by the Sketch Plan Conditions for Approval, as well as past commentary from Town staff, the Design Review Committee, the Planning Commission, and Town Council.

RESPONSES TO SKETCH
PLAN CONDITIONS FOR
APPROVAL

SKETCH PLAN CONDITIONS FOR APPROVAL

1. As part of the Development Plan submittal, the applicant shall identify the location of the trash enclosure, 3 ADA parking spaces, and bike parking consistent with the LDRs.

Trash enclosures, ADA parking spaces, and bike parking (both sidewalk bike racks, and interior bike storage) are all indicated on the submitted plans.

2. Prior to Development Plan submittal, the applicant shall work with Jackson Teton County Fire/EMS to ensure the minimum amount of red curb is provided for Station #1 street parking.

The proposed plans, including red curb extents, have been reviewed and approved by Kathy Clay and Jackson Teton County Fire/EMS. The overall extents of the existing red curb will not be impacted by the proposed development. The only difference between the existing red curb and the proposed red curb will be the location of the curb cut located within the red curb. The centerline of the proposed curb cut for parking garage access is to be located approximately 40' West of the centerline of the existing curb cut which is to be removed.

3. As part of the Development Plan submittal, the applicant shall provide details on the final location and operation of the garage door along Pearl Avenue.

The proposed plan has been revised so that the garage door is set back approximately 49' from the sidewalk. This design change will provide enhanced pedestrian safety and increased driveway length for vehicle queuing below the building above. Vehicular access to the parking garage will be granted via the use of remote transponders so no stacking/queuing within the driveway is anticipated. Additionally, the façade of the retail space immediately adjacent to the driveway has been recessed from the sidewalk as well which will further increase pedestrian safety.

4. As part of the Development Plan submittal, the applicant shall provide a landscape plan prepared by a Wyoming Landscape Architect for the street trees and private landscaped courtyard.

Please refer to the submitted plans. All landscape plans are prepared by Design Workshop who is licensed as a Landscape Architect in the State of Wyoming.

5. The applicant shall work with the Engineering Department prior to Development Plan submittal to determine the appropriate amount of alley improvements, if any, potentially including patching areas of disturbance or paving the portions of the alley adjacent to the development.

The proposed development's design and engineering team met with the Engineering Department to ensure that all applicable comments from the Sketch Plan review are being incorporated in the Development Plan. Among the revisions made since Sketch Plan, the design and engineering team has revised the plans to accommodate all utility service clearances along the alley wholly within the subject property.

6. As part of the Development Plan submittal, the applicant shall allocate parking credits to the commercial spaces and provide a plan for parking allocation and shared parking between the commercial and residential uses.

As noted in the Planning Department Staff report from the previously approved Sketch Plan, the subject property has 33.38 parking credits available. These parking credits shall be allocated to each retail space based on the exact amount of parking currently required for each space based on its

SKETCH PLAN CONDITIONS FOR APPROVAL (CONTINUED)

current proposed use and square footage, as dictated by the LDRs and as shown in the submitted parking calculations. Parking spaces as well as excess credits will be assigned to individual units (commercial and residential) upon sale.

As indicated in the submitted parking calculations, we are required to provide 24 parking spaces (before applying any credits) for the retail spaces. 11 of those required spaces will be provided by the on-street availability. Additionally, 11 covered outdoor parking spaces are proposed on the North side of the building and accessed from the alley. These spaces are intended to be used by retail employees and their customers. Finally, one ADA space dedicated exclusively for retail use will be provided. All remaining parking within the garage, including 3 additional ADA spaces, are intended for residential use. Total spaces required for the development: 27 (after applying credits to retail spaces) Total Spaces provided: 69

7. As part of the Development Plan submittal, the applicant shall make design revisions to address the perceived scale of the building. The project should appear to be two separate buildings or phases, although it may remain connected as a single building. Examples of changes could include 1) extension outward or recess of the building front and 2) adjustments at the street level building envelope and pedestrian zone to provide for more variation of experience.

Significant modifications were made to the building design to address Condition #7. These extensive design modifications are as follows:

1. The window panes on level three were reduced in size and recessed to reduce the perceived scale of the building.
2. The width of the solid pier at the corner of Cache and Pearl has been reduced by over 50%. This change allowed us to increase the width of the adjacent commercial storefront glazing. The result provides more variation in the pedestrian experience and a decreased scale of the building.
3. All siding previously shown as cut gray stone have been changed to Montana Moss Rock stone with a randomized, dry-stack installation (or similar). This material is commonly used to enhance the western character of buildings in Jackson. In addition, the varied texture of stone creates a less monolithic appearing building and therefore reduces the perceived scale of the building.
4. All siding previously shown as clay tile shingles have been changed to a premium large-format wood siding. This change creates a more sympathetic transition to adjacent, historic wood buildings, and reduces the perceived scale of the building.
5. The glass railings have been changed to metal. This change is a more traditional and “western” application for a railing system. It also reduces the perceived scale of the building.
6. Recessing the third-floor windows resulted in an opportunity to articulate the third-floor windows by adding trellis structures and coping details in front of each window. This change reduced the perceived scale of the building.
7. A curb bulb-out at the corner of Cache & Pearl has been added to the project. This adjustment at the street level and pedestrian zone provides for more variation of experience. It also reduces the perceived scale of the building.

SKETCH PLAN CONDITIONS FOR APPROVAL (CONTINUED)

8. On Pearl Avenue, directly west of the pitched roof building, the façade is now recessed at the second level below the amenity deck by approximately 4.5'. The siding was changed to matte metal panel cladding. The massing and material revisions clearly distinguish this area as a connector or link between the adjacent buildings and their perceived "phases" of development.
9. On Pearl Avenue, a portion of the first level is now recessed between 10' and 50' or approximately 1,800 square feet. This adjustment significantly enhances the pedestrian experience by providing more variation at the street level.
10. A ground floor residential unit was eliminated on the eastern corner of the pitched roof building and replaced with a commercial space. This change to the street level further activates and enhances the pedestrian experience.
11. The easternmost building on Pearl Street, east of the metal clad "Connector" now has a pitched roof over the level three units. This change relates to the adjacent "Sweetwater cabins" and creates a context where the project appears to be two separate buildings or phases yet connected to one single building. It also reduces the overall perceived scale of the building.
12. On the pitched roof building, we introduced dormers at the level three windows to provide a more residential appearance and varied roofline form. This change reduces the perceived scale of the building and supports the effort to create two separate buildings or phases yet connected to one single building.
13. Changed the façade material on the pitched roof building from stone to reclaimed wood. This change relates to the adjacent context of the Sweetwater building and further differentiates the pitched roof building from the overall project.
14. Provided additional punched windows at Level Two along easternmost length of building frontage to reduce the perceived scale of the building.
15. Increased the east building setback from just under 12" to 3' minimum to provide more space between the proposed building and the neighboring building.
16. We clad the elevator overrun walls at the pitched roof building in stone and included traditional cap detailing to accentuate the east and west wings of the building as separate and distinct from the project.

UPDATED RESPONSES TO FINDINGS FOR APPROVAL

FINDINGS FOR APPROVAL

1. "Consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan"

The proposed project is in Character District 2, Subarea 2.3, as defined in the Comprehensive Plan. This proposed redevelopment implements the desired future character for this Transitional area in multiple ways. The Comprehensive Plan calls for a vibrant mix of land uses, an engaging pedestrian experience, an attractive streetscape and a more consistent building form that replaces the existing mix of inconsistent forms.

The proposed redevelopment accomplishes all elements of the desired future character of the subarea. Specifically, the proposal includes a mix of ground level commercial uses with residential uses on the second and third levels. The pedestrian experience, particularly on Pearl Avenue, will be greatly improved with an attractive and engaging streetscape that includes a new curb-bulb out at the intersection of Cache & Pearl, new sidewalks, street trees, and street furnishings. The proposed building also replaces an existing collection of inconsistent building forms and sizes with a more consistent building form across the site, with a new development that complies with the Land Development Regulations, Design Guidelines, and Comprehensive Plan.

2. Is not subject to the finding of "Achieve the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable."

N/A. This site is not in either the NRO or SRO.

3. "Does not have significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities."

The proposed redevelopment replaces an existing 57 room motel with 18 condominium units. The new project is providing far more parking spaces than required (69 provided vs. 27 required). As a result of the significant reduction in impact, this redevelopment of the Ranch Inn generates in excess of 3 housing credits. Curb cuts are being eliminated and reduced from two (including one very wide existing curb cut) to one on Pearl Avenue. Traffic will be significantly decreased (in summer of 2021, there were 24,240 customers using the Ranch Inn). 18 residential units will result in a significant reduction of traffic and use. Lastly, the applicant's team has worked closely with town engineers, public works department and the fire department to fully satisfy all infrastructure needs.

4. "Complies with all relevant standards of these LDRs and other Town Ordinances as can be determined by the level of detail of a Sketch Plan."

This final plan complies.

5. "Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals."

The Final Plan responds to the Sketch Plan conditions of approval. Please see the attached *Response to Conditions for Approval* for a detailed description of the responses.

UPDATED RESPONSES TO THE TOWN OF JACKSON PLANNING DEPARTMENT PRE-APPLICATION CONFERENCE (30 JUNE 2021)

Note: Following this pre-application conference, the design and program of the project was changed to address the comments made by staff. All text indicated with italic font within this section are updated responses, where applicable, for the current Development Plan Submission

RESPONSES TO THE TOWN OF JACKSON PLANNING DEPARTMENT PRE-APPLICATION CONFERENCE (30 JUNE 2021)

Note: Following this pre-application conference, the design and program of the project was changed to address the comments made by staff. All text indicated with italic font within this section are updated responses, where applicable, for the current Development Plan Submission

1. Massing: The general subtractive/additive massing looks very good. On the Cache frontage, staff recommends stepping the building down from 3 stories to 2 stories so that it transitions well with the property to the north (10 E Broadway) which is in the TS-1 zone allowing a max of 2 stories. If project extends all the way to Sweetwater block, staff strongly recommends that the building step down to 2 stories if possible here too.

Since the comment was made, the applicant has refined the building design, setbacks, and overall massing. The design contained within this sketch plan submittal was unanimously approved by the Design Review Committee (“DRC”) on October 13, 2021. The proposed building design includes a setback at the third level across 100% of the Cache Street and Pearl Avenue frontages. The setbacks range from 3 feet to 20 feet which exceed the land development regulations requirements.

Development Plan Update: In response to the Conditions for Approval from Sketch Plan, additional significant refinements have been made to the building design to reduce the perceived scale of the building and enhance the relationship between the proposed building design the surrounding local and regional context. In particular, please see the written responses to Condition for Approval #7 as a summary of the extensive changes made to address these points and other feedback received from Town staff, Planning Commission, and Town Council.

2. Single project massing: In addition to the subtractive/additive massing, the project will need to address its massing using horizontal and/or vertical techniques (see Sec. 1.16/1.22) to meet the Design Guidelines (both regular and DDO – see below). This is because the project is being proposed as a very large, unified project (approx. 350’ of frontage on Pearl if carried to the Sweetwater property), which means that perhaps the key issue for this project will be finding creative ways to break up the massing into much smaller modules (see Sec. 1.13.a, b & c). For example, a monolithic building designed like the Marriott on Simpson Avenue will not be acceptable in this location in the DDO.

Since the comment was made, the applicant has refined the building design and overall massing. The design contained within this sketch plan submittal was unanimously approved by the Design Review Committee (“DRC”) on October 13, 2021. Smaller modules and variability in the materiality of the exterior are included as part of the design strategy to address the design guidelines. The proposed building design includes projected and recessed modules of different materials which breaks the scale of the building into smaller sections. These modules have also been organized to provide a hierarchy and order between the retail and residential entrances.

Development Plan Update: See updated response to Item 1 above.

3. Downtown Design Overlay (“DDO”): There are a number of elements of the DDO and Area 2 that will need to be incorporated into the design.

Since the comment was made, the applicant has refined the building design and has incorporated the Downtown Design Overlay/Area 2 standards. The submittal was unanimously approved by the DRC on

RESPONSES TO THE TOWN OF JACKSON PLANNING DEPARTMENT PRE-APPLICATION CONFERENCE (30 JUNE 2021)

October 13, 2021.

Development Plan Update: See updated response to Item 1 above.

4. First story windows/transparency: The amount of glazing should be similar to traditional Jackson buildings (see Sec. 1.21). Concept drawings show street level floor to ceiling windows which is too much, might try a kick plate or some other techniques to reduce glazing. The second story windows also show more transparency than traditional structures.

Since the comment was made, the applicant has significantly reduced glazing at both street level and upper stories using a variety of techniques that more closely align with traditional structures. The proposed building design was unanimously approved by the DRC on October 13, 2021, and features kick plates below the street level storefront glazing, and a variety of punched window types on the second floor.

5. Materials: The variable brick is very good per Sec. 1.23/1/24/1.27, however, using only one type of brick for a building this size may not meet all the DDO guidelines, especially the goals of breaking the building into modules. Perhaps consider the use of different colors/textures of bricks in clean logical manner.

Since the comment was made, the applicant has refined the building design to incorporate additional materials to the exterior facades that align with the DDO guidelines. The submittal was unanimously approved by the DRC on October 13, 2021. The proposed building design has eliminated brick as a building material and now features a material palette of stone and clay tile shingles at Levels 1-2, black cedar siding at Level 3, stained cedar plank exterior ceilings and canopies, black aluminum windows, and black metal and wood detailing at the canopy structures and cornices, respectively. These material changes are a direct response to the comments received and further support the project's compliance with the Design Guidelines.

Development Plan Update: See updated response to Item 1 above. Additionally, the exterior material palette has been revised as follows:

- All areas previously shown as cut gray stone are changed to Montana moss rock stone with a randomized, dry-stack installation (or similar), which is familiar to the local area. Additionally, the more varied texture and stone create a less monolithic appearance that reduces the perceived scale of the building.*
- All areas previously shown as clay tile shingles are revised to a premium large-format wood siding to create a more sympathetic transition to adjacent, historic wood buildings, and to reduce the perceived scale of the building.*
- A limited portion of façade along Pearl Avenue has been revised in concert with massing revisions to address Condition for Approval #7. The introduction of matte metal panel in this limited area is appropriate to distinguish this part of the building as a "connector" between what is to be perceived as two phases. Further, the use of metal panel in limited areas (18% of Pearl frontage as proposed in this location) is specifically referenced in the Design Guidelines as an acceptable material compatible with maintaining Western Character*
- The easternmost section of the building has been revised in accordance with Condition for Approval #7 to include a pitched roof and other architectural changes to reduce the overall perceived scale of the development and relate to the architectural context of the neighboring property.*

RESPONSES TO THE TOWN OF JACKSON PLANNING DEPARTMENT PRE-APPLICATION CONFERENCE (30 JUNE 2021)

6. Pedestrian frontage: The direction from staff is that the Cache Frontage should be covered boardwalk (with continuous canopy with no gaps) and the Pearl frontage should be Trees in Grates (concrete sidewalk with pavers and trees). This appears to be what is generally shown in concept drawings. Depending on the location of the curb in relation to the property lines, the required 13.5 pedestrian frontage may not fit entirely within the public ROW. Pedestrian frontages sometimes overlap onto private property, but the Town tries to limit unreasonable encroachments when necessary. In such cases, an Administrative Adjustment may be used but in no case will the pedestrian frontage be reduced below 11' in width and preferably not below 12". On some streets, the existing curb can be moved away from the property line to provide additional pedestrian width.

Final site plan, pedestrian frontages, and required public right of way improvements will be developed prior to submitting for the Development Plan. No unnecessary encroachment agreements are anticipated.

Development Plan Update: A curb bulb-out at the corner of Cache & Pearl has been added to provide additional pedestrian space in front of the corner retail.

7. Should consider cutting building corner on first floor for entrance and additional pedestrian space. However, if curb extensions are included then cutting the corner may not be necessary.

Since the comment was made, the applicant has adjusted the plan so that corner "module" is recessed from the adjacent modules to help break down the scale of the facades and provide additional pedestrian space at the corner. This design was unanimously approved by the DRC on October 13, 2021.

Development Plan Update: A curb bulb-out at the corner of Cache & Pearl has been added to provide additional pedestrian space in front of the corner retail.

Additionally, the width and material of the outside building corner pier at the intersection of Cache & Pearl has been revised to create additional pedestrian space. The width of the solid pier has been reduced by over 50%. The increased visibility and transparency of the commercial space promotes a more vibrant pedestrian experience. Materially, the solid pier has been revised from the previously-shown clay tile shingles to now show a painted black metal pier that presents itself as a part of the adjacent storefront. The intended architectural effect is to create the appearance of the commercial storefront wrapping around the corner, further promoting a more inviting pedestrian experience at the primary corner of the proposed development.

8. Uses: Is the intent to have on 8,000 sf retail space on the Cache frontage? If so, would be nice to break this into at least two smaller spaces. More variety at ground level better activates the street. If project ends including the entire Pearl frontage, the goal would be to include a number of individual commercial spaces along the street and to avoid first level condos. Outdoor dining and public amenity space should be considered in overall program if possible.

Since the comment was made, the applicant has revised the ground level plans to have multiple, individual, smaller commercial spaces.

RESPONSES TO THE TOWN OF JACKSON PLANNING DEPARTMENT PRE-APPLICATION CONFERENCE (30 JUNE 2021)

9. Sec. 1.7; 1.8; 1.9;1.12;1.13 (1.13.b & c smaller modules);

Since the comment was made, the applicant has significantly revised the building design to better address and comply with previous review comments and the Design Guidelines. This design was unanimously approved by the DRC on October 13, 2021.

Development Plan Update: See updated responses above.

10. The construction management plan will go before the Town Council. Considerations on staging should be considered as soon as possible to get ahead of potential issues.

The applicant will submit a construction management plan to the Town Council along with the Development Plan application.

Development Plan Update: A construction management plan is included in the Development Plan submission.

11. Provide turning movements for the underground parking.

Underground parking is not being considered at this time.

12. Pathways will be recommending a bulb-out or curb extension at Cache and Pearl.

If required by Pathways, bulb-out or curb extensions will be implemented.

Development Plan Update: A curb bulb-out at the corner of Cache & Pearl has been added to provide additional pedestrian space in front of the corner retail.

13. If the plan is to only develop the western 3 lots: The western 3 lots total 2,500 sf and allow a 1.3 FAR of 29,250 sf. The plans show an above-ground floor area of 51,144 sf which far exceeds the allowed FAR. Staff is assuming the use of the 2:1 bonus, but the housing calculator says otherwise and describes all unit's short-term rental. FAR can be transferred from the other 4 eastern lots, but the total FAR for all 7 lots is 68,250 sf. Essentially this would be a 17,106 sf transfer from the eastern 4 lots. Please explain how this will work with the existing Ranch Inn Hotel.

The proposed development will demolish all above ground structures. According to the Alta Survey provided by Nelson Engineering, the Gross Surface Area of the seven lots is 1.29 Acres (54,784 square feet). Using a 1.3 FAR ratio, the resulting available square footage permissible to build (assuming existing structures will be demolished) is 71,219.2 square feet.

14. Please describe the phasing plan, if any.

Phasing is not being proposed at this time, however, if a phased plan is implemented, the applicant will work with Staff to clarify the timelines.

RESPONSES TO THE TOWN OF JACKSON PLANNING DEPARTMENT PRE-APPLICATION CONFERENCE (30 JUNE 2021)

15. The Fire Department may add, keep, or reduce the amount of re-curb along Pearl Ave as a result of the new Fire Station. This may impact the amount of on-street parking credits for this development. At this time the Fire Department has not yet indicated a change to the red curb but may do so as part of the Sketch Plan and/or Development Plan.

The applicant will be in close contact with Jackson Hole Fire/EMS and will coordinate the design of the proposed development with the needs of the fire station. The viability of on street parking will be finalized prior to submitting the Development Plan.

Development Plan Update: The proposed plans, including red curb extents, have been reviewed and approved by Kathy Clay and Jackson Teton County Fire/EMS. The overall extents of the existing red curb will not be impacted by the proposed development. The only difference between the existing red curb and the proposed red curb will be the location of the curb cut located within the red curb. The centerline of the proposed curb cut for parking garage access is to be located approximately 40' West of the centerline of the existing curb cut which is to be removed.

16. Staff needs a detailed breakdown of how housing credits and parking credits will be applied to all ownership spaces, specifically the ground-level commercial. In the future if uses change, how will parking be designated since there appears to be a surplus of parking.

Housing and parking credits will be finalized prior to the submittal of the Development plan dependent upon the final use allocation of the ground-level commercial spaces.

Development Plan Update: See response to Sketch Plan Condition for Approval #6 included in the Development Plan submission.

17. Updates needed on the parking sheet and housing calculator:

- **16 units are shown in the parking chart, yet the floor plans indicate 18 units. Please update the parking chart to reflect the correct amount of parking per unit.**

17 units are currently being proposed. The parking chart is updated to reflect this quantity.

Development Plan Update: 18 residential units are currently being proposed. The Parking and Housing calculations have been updated accordingly and included in the Development Plan submission.

- **the housing calculator shows 3 units as conventional lodging, please confirm these are the efficiency units shown on the floor plans? Also, there are 2 other efficiency units shown on the floor plans, are these also conventional lodging?**

The housing calculator has been updated to reflect current and proposed uses.

LDR COMPLIANCE

LDR COMPLIANCE

PROJECT INFORMATION

N 1/2 LOT 14-16, BLK. 1, CACHE-1
 50 S Cache Street
 Jackson, WY 83001
 PIDN: 22-41-16-34-2-05-006
 Lot Size: 0.344 Acres (13,557 sf)

LOT 12-13, S 1/2 LOTS 14-16 BLK. 1, CACHE-1
 45 East Pearl Avenue
 Jackson, WY 83001
 PIDN: 22-41-16-34-2-05-007
 Lot Size: 0.602 Acres (26,238 sf)

LOT 10-11, BLK. 1, CACHE-1
 75 East Pearl Avenue
 Jackson, WY 83001
 PIDN: 22-41-16-34-2-05-008
 Lot Size: 0.344 Acres (14,989 sf)

2.2.15. DC-2: Downtown Core -2

Town of Jackson Applicable LDRs

1. Lot Standards				
Building Setbacks (Sec 9.4.8.)				
General	Source	Notes	Proposed	Complies
Primary street setback range (min.-max)	ToJ LDR Section 2.2.15.B.1	0' – 5'	0' – 5'	Yes
Secondary street setback range (min.-max)	ToJ LDR Section 2.2.15.B.1	0' – 5'	0' – 5'	Yes
Side interior (min.)	ToJ LDR Section 2.2.15.B.1	0' or 5'	0'	Yes
Rear (min.)	ToJ LDR Section 2.2.15.B.1	0' or 5'	0'	Yes
Abutting protected zone	ToJ LDR Section 2.2.15.B.1	10'		n/a
Landscaping (Div. 5.5.)				
Landscape surface ratio (min.)	ToJ LDR Section 2.2.15.B.1	n/a		Yes
Plan units (min.)	ToJ LDR Section 2.2.15.B.1	n/a		Yes
Fencing				
Height in any street or side yard (max)	ToJ LDR Section 2.2.15.B.1	4'		n/a

Height in rear yard (max)	ToJ LDR Section 2.2.15.B.1	6'		n/a
Setback from pedestrian frontage	ToJ LDR Section 2.2.15.B.1	1'		n/a
Setback from side or rear lot line (min.)	ToJ LDR Section 2.2.15.B.1	0'	0'	Yes
Parking Setbacks (Sec. 9.4.8.)				
Primary street, above ground (min.)	ToJ LDR Section 2.2.15.B.1	30'		n/a
Secondary street, surface parking (min.)	ToJ LDR Section 2.2.15.B.1	30'		n/a
Secondary street, tuck under, enclosed, or structured parking screened by building (min.)	ToJ LDR Section 2.2.15.B.1	0'	40'	Yes
Access				
Curb cut width (mx)	ToJ LDR Section 2.2.15.B.1	24'	24'	Yes
2. Bulk Standards				
Street Façade (Sec. 9.4.11.)				
Width of ground and 2 nd story in primary street setback range	ToJ LDR Section 2.2.15.B.2			
% of lot width (min.)	ToJ LDR Section 2.2.15.B.2	80%		Yes
Length from street corner (min.)	ToJ LDR Section 2.2.15.B.2	30'		Yes
Width of ground and 2 nd story in secondary street setback range	ToJ LDR Section 2.2.15.B.2			
% of lot width (min.)	ToJ LDR Section 2.2.15.B.2	80%		Yes
Length from street corner (min.)	ToJ LDR Section 2.2.15.B.2	30'		Yes
Building Height (Sec. 9.4.9.)				
Height (max) if roof pitch $\geq 5/12$	ToJ LDR Section 2.2.15.B.2	46'	46'	Yes

Height (max) if roof pitch <5/12	ToJ LDR Section 2.2.15.B.2	42'	42'	Yes
Stories (max)	ToJ LDR Section 2.2.15.B.2	3	3	Yes
Height (min.) in any street setback range	ToJ LDR Section 2.2.15.B.2	16'	16'	Yes
Building Stepback (Sec. 9.4.12.)				
Stepback for any 3 rd story street façade or street façade over 30' (min.)	ToJ LDR Section 2.2.15.B.2	20'	20'	Yes
Encroachment in stepback (max % of overall façade width)	ToJ LDR Section 2.2.15.B.2	40%	40%	Yes
A building with only residential use that has at least 4 units is exempt from stepback requirement	ToJ LDR Section 2.2.15.B.2			n/a
Scale of Development				
Floor area ratio (FAR) (max) (E.3.)	ToJ LDR Section 2.2.15.B.2	1.3	GSA (1.29 Acres) 54,784 * 1.3 = 71,219.2 sf	Yes
Deed restricted housing exemption (Sec. 7.8.3.)	ToJ LDR Section 2.2.15.B.2			n/a
Workforce housing floor area bonus (Sec. 7.8.4.)	ToJ LDR Section 2.2.15.B.2			n/a
3. Form Standards				
Pedestrian Frontage				
Covered walkway	ToJ LDR Section 2.2.15.B.3	See Sec 2.2.1.C.1	Cache Street	Yes
Trees in grates	ToJ LDR Section 2.2.15.B.3	See sec. 2.2.1.C.2	Pearl Ave.	Yes
Building Frontage Options				
Shopfront	ToJ LDR Section 2.2.15.B.3	See sec. 2.2.1.D.2	Shopfront	Yes
Residential	ToJ LDR Section 2.2.15.B.3	See sec. 2.2.1.D.4.		n/a
Lodging	ToJ LDR Section 2.2.15.B.3	See sec. 2.2.1.D.5.		n/a

Parking Type Options				
On-street parking	ToJ LDR Section 2.2.15.B.3	See sec. 2.2.1.E.1	Yes	Yes
Surface parking	ToJ LDR Section 2.2.15.B.3	See sec. 2.2.1.E.2.		n/a
Tuck-under parking	ToJ LDR Section 2.2.15.B.3	See sec. 2.2.1.E.4		n/a
Enclosed parking	ToJ LDR Section 2.2.15.B.3	See sec. 2.2.1.E.3.		n/a
Structured parking	ToJ LDR Section 2.2.15.B.3	See sec. 2.2.1.E.5.	Yes	Yes
Underground parking	ToJ LDR Section 2.2.15.B.3	See sec. 2.2.1.E.6.		n/a
4. Environmental Standards				
Natural Resource Setback (min) (Sec 5.1.1.)				
Cache Creek south of Cache Creek Dr.	ToJ LDR Section 2.2.15.B.4	20'		n/a
Flat Creek north of Hansen	ToJ LDR Section 2.2.15.B.4	25'		n/a
Flat Creek south of Hansen	ToJ LDR Section 2.2.15.B.4	50'		n/a
Wetland	ToJ LDR Section 2.2.15.B.4	30'		n/a
Irrigation Ditch Setback (min) (Sec. 7.7.4.D.)				
Irrigation Ditch	ToJ LDR Section 2.2.15.B.4	15'		n/a
Natural Resource Overlay (NRO)(Sec. 5.2.1.)				
5. Scenic Standards				
Exterior Lighting (Sec 5.3.1.)				
Light trespass is prohibited	ToJ LDR Section 2.2.15.B.5			Yes
All lights over 600 lumen shall be fully shielded.	ToJ LDR Section 2.2.15.B.5			Yes
Max lumens per sf of site development	ToJ LDR Section 2.2.15.B.5	3	TBD	Yes
Lumens per site (max)	ToJ LDR Section 2.2.15.B.5			Yes
All fixtures		100,000		Yes

Unshielded fixtures		5,500		Yes
Light color	ToJ LDR Section 2.2.15.B.5	<3000 Kelvin		Yes
Scenic Resource Overlay (SRO)(Sec. 5.3.2.)				
6. Natural Hazards to Avoid				
Steep Slopes (Sec 5.4.1.)				
Development prohibited	ToJ LDR Section 2.2.15.B.6	Slopes>25%		n/a
Hillside CUP required	ToJ LDR Section 2.2.15.B.6	Parcel with average cross-slope > 10%		n/a
Areas of Unstable Soils (sec. 5.4.2.)				
Fault Area (sec. 5.4.3.)				
Floodplains (sec 5.4.4.)				
Wildland Urban Interface (sec. 5.4.5.)				
7. Signs (nonresidential) (Div. 5.6.)				
Number of signs (max)	ToJ LDR Section 2.2.15.B.7	3 per business year	TBD	TBD
Background color	ToJ LDR Section 2.2.15.B.7	No white or yellow	TBD	Yes
Sign Area				
Total sign area (max)	ToJ LDR Section 2.2.15.B.7	3 sf per linear ft of street façade width up to 150 sf	TBD	Yes
Penalty	ToJ LDR Section 2.2.15.B.7	10% per projecting and freestanding sign		
Sign Type Standards				
Canopy Sign	ToJ LDR Section 2.2.15.B.7			TBD
Clearance (min)	ToJ LDR Section 2.2.15.B.7	7'6" from average grade		
Setback (min)	ToJ LDR Section 2.2.15.B.7	18" from back of curb		
Freestanding sign	ToJ LDR Section 2.2.15.B.7			TBD
Height (max)	ToJ LDR Section 2.2.15.B.7	6'		

Setback (min)	ToJ LDR Section 2.2.15.B.7	5'		
Projecting sign	ToJ LDR Section 2.2.15.B.7			TBD
Height (max)	ToJ LDR Section 2.2.15.B.7	24' above grade		
Clearance (min)	ToJ LDR Section 2.2.15.B.7	7'6" from average grade		
Setback (min)	ToJ LDR Section 2.2.15.B.7	18" from back of curb		
Window Sign	ToJ LDR Section 2.2.15.B.7			
Window surface coverage (max)	ToJ LDR Section 2.2.15.B.7	25% up to 16 sf		
Temporary signs	ToJ LDR Section 2.2.15.B.7	(sec 5.6.1.)		
8. Grading, Erosion Control, Stormwater				
Grading (sec 5.7.2.)				
Erosion Control (sec 5.7.3.)				
Erosion shall be controlled at all times	ToJ LDR Section 2.2.15.B.8			Yes
Stormwater Management (sec.5.7.4.)				
No increase in peak flow rate or velocity across property lines	ToJ LDR Section 2.2.15.B.8			Yes

9. Physical Development Permits Required							
Physical Development	Sketch Plan (Sec. 8.3.1.)	Development Plan (Sec. 8.3.2.)	Building Permit (Sec. 8.3.3.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.5.)	Grading Permit (Sec. 8.3.4.)	Floodplain Permit
>39,000 sf	X	X	X	X		Sec.5.7.2.	n/a
Sign					X		

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min.) (Div. 6.2.) (E.1.)	Affordable Workforce Housing Units (min) (Div.6.3.)

Lodging					
Short-term rental Unit (6.1.5.c.)	B(LO)	n/a	n/a	1/DU if <2 bedrooms and <5090 sf; otherwise 1.5/DU	0.204*bedrooms
Commercial Uses					
Office (6.1.6.B.)	B	n/a	n/a	1.65/1,000 sf	0.000493*sf
Retail (6.1.6.C.)	B(LO)	12,500 sf excluding basement storage	n/a	2.25/1,000 sf	0.000431*sf
Service (6.1.6.D.)	B(LO)		n/a	1.5/1,000 sf	0.000431*sf
Restaurant/Bar (6.1.6.E.)	B(LO)		n/a	1/110 sf dining area + 1/60 sf bar area	0.001197*sf

DRAWINGS

ARCHITECTURAL DRAWINGS



① REDUCED LEVEL THREE WINDOW PANE SIZE AND RECESSED WINDOWS **TO REDUCE PERCEIVED SCALE OF THE BUILDING**

② THE WIDTH OF THE SOLID PIER AT THE CORNER HAS BEEN REDUCED BY OVER 50% ON BOTH FRONTAGES TO INCREASE THE WIDTH OF THE ADJACENT COMMERCIAL STOREFRONT GLAZING **TO PROVIDE MORE VARIATION OF PEDESTRIAN EXPERIENCE.**

③ ALL AREAS PREVIOUSLY SHOWN AS CUT GRAY STONE ARE REVISED TO BE A MONTANA MOSS ROCK STONE WITH A RANDOMIZED, DRY-STACK INSTALLATION (OR SIMILAR) THAT IS VERY FAMILIAR TO THE AREA. ADDITIONALLY, THE MORE VARIED TEXTURE AND TONE CREATES A LESS MONOLITHIC APPEARANCE AND HELPS **TO REDUCE PERCEIVED SCALE OF THE BUILDING**

④ ALL AREAS PREVIOUSLY SHOWN AS CLAY TILE SHINGLES ARE REVISED TO A PREMIUM LARGE FORMAT WOOD SIDING TO CREATE A MORE SYMPATHETIC TRANSITION TO ADJACENT, HISTORIC WOOD BUILDINGS, AS WELL AS **TO REDUCE PERCEIVED SCALE OF THE BUILDING**

⑤ GLASS RAILINGS CHANGES TO METAL TO ACHIEVE BETTER CONNECTION TO **WESTERN CHARACTER** AND SCALE

⑥ ADDED ARTICULATION INCLUDING TRELLIS STRUCTURES AND COPING DETAILS



CACHE ELEVATION - PROPOSED



CACHE ELEVATION - PREVIOUS



① PUSH BACK FAÇADE AT LEVEL 2 BELOW AMENITY DECK APPROXIMATELY 4.5' AND INTRODUCE MATTE METAL PANEL CLADDING. THE MASSING AND MATERIAL REVISIONS SERVE TO CLEARLY DISTINGUISH THIS AREA AS **A CONNECTOR OR LINK BETWEEN THE ADJACENT PERCEIVED "PHASES" TO THE EAST AND WEST.**

② PUSH BACK LEVEL 1 BETWEEN 10' AND 50', OR APPROXIMATELY 1800 SF **TO SIGNIFICANTLY ENHANCE THE PEDESTRIAN EXPERIENCE**

③ ALL AREAS PREVIOUSLY SHOWN AS CUT GRAY STONE ARE REVISED TO BE A MONTANA MOSS ROCK STONE **TO REDUCE THE PERCEIVED SCALE OF THE BUILDING**

④ ALL AREAS PREVIOUSLY SHOWN AS CLAY TILE SHINGLES ARE REVISED TO A PREMIUM LARGE FORMAT WOOD SIDING **TO REDUCE THE PERCEIVED SCALE OF THE BUILDING**

⑤ GLASS RAILINGS CHANGE TO METAL **IN SUPPORT OF WESTERN CHARACTER**

⑥ REDUCED LEVEL THREE WINDOW PANE SIZE AND RECESSED WINDOWS **TO REDUCE PERCEIVED SCALE OF THE BUILDING**

⑦ ADDED ARTICULATION INCLUDING TRELLIS STRUCTURES AND COPING DETAILS **TO REDUCE PERCEIVED SCALE OF THE BUILDING**

⑧ THE WIDTH OF THE SOLID PIER AT THE CORNER HAS BEEN REDUCED BY OVER 50% ON BOTH FRONTAGES TO INCREASE THE WIDTH OF THE ADJACENT COMMERCIAL STOREFRONT GLAZING **TO PROVIDE MORE VARIATION OF PEDESTRIAN EXPERIENCE.**

⑨ REPLACED A GROUND-FLOOR RESIDENTIAL UNIT WITH COMMERCIAL SPACE **TO FURTHER ACTIVATE AND ENHANCE THE PEDESTRIAN EXPERIENCE.**

⑩ PROVIDE PITCHED ROOF OVER LEVEL 3 UNITS **TO RELATE TO ADJACENT CONTEXT**

⑪ INTRODUCE DORMERS AT LEVEL 3 WINDOWS TO PROVIDE A MORE RESIDENTIAL APPEARANCE, VARIED ROOFLINE FORM, AND **REDUCE THE PERCEIVED SCALE OF THE BUILDING.**

⑫ CHANGE FACADE MATERIAL AT EASTERNMOST LENGTH OF BUILDING FRONTAGE FROM STONE TO RECLAIMED WOOD **TO RELATE TO ADJACENT CONTEXT**

⑬ PROVIDE PUNCHED WINDOWS AT LEVEL 2 **TO REDUCE THE PERCEIVED SCALE OF THE BUILDING**

⑭ INCREASE EAST BUILDING SETBACK FROM UNDER 12" TO 3' MINIMUM **TO PROVIDE MORE SPACE BETWEEN THE PROPOSED BUILDING AND NEIGHBORING BUILDING.**

⑮ CLAD ELEVATOR OVERRUN WALLS AT EAST WING IN STONE, WITH TRADITIONAL CAP DETAILING **TO ACCENTUATE THE EAST AND WEST WINGS OF THE BUILDING AS SEPARATE AND DISTINCT.**





① PUSH BACK FAÇADE AT LEVEL 2 BELOW AMENITY DECK APPROXIMATELY 4.5' AND INTRODUCE MATTE METAL PANEL CLADDING. THE MASSING AND MATERIAL REVISIONS SERVE TO CLEARLY DISTINGUISH THIS AREA AS **A CONNECTOR OR LINK BETWEEN THE ADJACENT PERCEIVED "PHASES" TO THE EAST AND WEST.**

② PUSH BACK LEVEL 1 BETWEEN 10' AND 50', OR APPROXIMATELY 1800 SF **TO SIGNIFICANTLY ENHANCE THE PEDESTRIAN EXPERIENCE**

③ ALL AREAS PREVIOUSLY SHOWN AS CUT GRAY STONE ARE REVISED TO BE A MONTANA MOSS ROCK STONE **TO REDUCE THE PERCEIVED SCALE OF THE BUILDING**

④ ALL AREAS PREVIOUSLY SHOWN AS CLAY TILE SHINGLES ARE REVISED TO A PREMIUM LARGE FORMAT WOOD SIDING **TO REDUCE THE PERCEIVED SCALE OF THE BUILDING**

⑤ GLASS RAILINGS CHANGE TO METAL **IN SUPPORT OF WESTERN CHARACTER**

⑥ REDUCED LEVEL THREE WINDOW PANE SIZE AND RECESSED WINDOWS **TO REDUCE PERCEIVED SCALE OF THE BUILDING**

⑦ ADDED ARTICULATION INCLUDING TRELLIS STRUCTURES AND COPING DETAILS **TO REDUCE PERCEIVED SCALE OF THE BUILDING**

⑧ THE WIDTH OF THE SOLID PIER AT THE CORNER HAS BEEN REDUCED BY OVER 50% ON BOTH FRONTAGES TO INCREASE THE WIDTH OF THE ADJACENT COMMERCIAL STOREFRONT GLAZING **TO PROVIDE MORE VARIATION OF PEDESTRIAN EXPERIENCE.**

⑨ REPLACED A GROUND-FLOOR RESIDENTIAL UNIT WITH COMMERCIAL SPACE **TO FURTHER ACTIVATE AND ENHANCE THE PEDESTRIAN EXPERIENCE.**

⑩ PROVIDE PITCHED ROOF OVER LEVEL 3 UNITS **TO RELATE TO ADJACENT CONTEXT**

⑪ INTRODUCE DORMERS AT LEVEL 3 WINDOWS TO PROVIDE A MORE RESIDENTIAL APPEARANCE, VARIED ROOFLINE FORM, AND **REDUCE THE PERCEIVED SCALE OF THE BUILDING.**

⑫ CHANGE FACADE MATERIAL AT EASTERNMOST LENGTH OF BUILDING FRONTAGE FROM STONE TO RECLAIMED WOOD **TO RELATE TO ADJACENT CONTEXT**

⑬ PROVIDE PUNCHED WINDOWS AT LEVEL 2 **TO REDUCE THE PERCEIVED SCALE OF THE BUILDING**

⑭ INCREASE EAST BUILDING SETBACK FROM UNDER 12" TO 3' MINIMUM **TO PROVIDE MORE SPACE BETWEEN THE PROPOSED BUILDING AND NEIGHBORING BUILDING.**

⑮ CLAD ELEVATOR OVERRUN WALLS AT EAST WING IN STONE, WITH TRADITIONAL CAP DETAILING **TO ACCENTUATE THE EAST AND WEST WINGS OF THE BUILDING AS SEPARATE AND DISTINCT.**



PEARL ELEVATION - PROPOSED



① PUSH BACK FAÇADE AT LEVEL 2 BELOW AMENITY DECK APPROXIMATELY 4.5' AND INTRODUCE MATTE METAL PANEL CLADDING. THE MASSING AND MATERIAL REVISIONS SERVE TO CLEARLY DISTINGUISH THIS AREA AS **A CONNECTOR OR LINK BETWEEN THE ADJACENT PERCEIVED "PHASES" TO THE EAST AND WEST.**

② PUSH BACK LEVEL 1 BETWEEN 10' AND 50', OR APPROXIMATELY 1800 SF **TO SIGNIFICANTLY ENHANCE THE PEDESTRIAN EXPERIENCE**

③ ALL AREAS PREVIOUSLY SHOWN AS CUT GRAY STONE ARE REVISED TO BE A MONTANA MOSS ROCK STONE **TO REDUCE THE PERCEIVED SCALE OF THE BUILDING**

④ ALL AREAS PREVIOUSLY SHOWN AS CLAY TILE SHINGLES ARE REVISED TO A PREMIUM LARGE FORMAT WOOD SIDING **TO REDUCE THE PERCEIVED SCALE OF THE BUILDING**

⑤ GLASS RAILINGS CHANGE TO METAL **IN SUPPORT OF WESTERN CHARACTER**

⑥ REDUCED LEVEL THREE WINDOW PANE SIZE AND RECESSED WINDOWS **TO REDUCE PERCEIVED SCALE OF THE BUILDING**

⑦ ADDED ARTICULATION INCLUDING TRELLIS STRUCTURES AND COPING DETAILS **TO REDUCE PERCEIVED SCALE OF THE BUILDING**

⑧ THE WIDTH OF THE SOLID PIER AT THE CORNER HAS BEEN REDUCED BY OVER 50% ON BOTH FRONTAGES TO INCREASE THE WIDTH OF THE ADJACENT COMMERCIAL STOREFRONT GLAZING **TO PROVIDE MORE VARIATION OF PEDESTRIAN EXPERIENCE.**

⑨ REPLACED A GROUND-FLOOR RESIDENTIAL UNIT WITH COMMERCIAL SPACE **TO FURTHER ACTIVATE AND ENHANCE THE PEDESTRIAN EXPERIENCE.**

⑩ PROVIDE PITCHED ROOF OVER LEVEL 3 UNITS **TO RELATE TO ADJACENT CONTEXT**

⑪ INTRODUCE DORMERS AT LEVEL 3 WINDOWS TO PROVIDE A MORE RESIDENTIAL APPEARANCE, VARIED ROOFLINE FORM, AND **REDUCE THE PERCEIVED SCALE OF THE BUILDING.**

⑫ CHANGE FACADE MATERIAL AT EASTERNMOST LENGTH OF BUILDING FRONTAGE FROM STONE TO RECLAIMED WOOD **TO RELATE TO ADJACENT CONTEXT**

⑬ PROVIDE PUNCHED WINDOWS AT LEVEL 2 **TO REDUCE THE PERCEIVED SCALE OF THE BUILDING**

⑭ INCREASE EAST BUILDING SETBACK FROM UNDER 12" TO 3' MINIMUM **TO PROVIDE MORE SPACE BETWEEN THE PROPOSED BUILDING AND NEIGHBORING BUILDING.**

⑮ CLAD ELEVATOR OVERRUN WALLS AT EAST WING IN STONE, WITH TRADITIONAL CAP DETAILING **TO ACCENTUATE THE EAST AND WEST WINGS OF THE BUILDING AS SEPARATE AND DISTINCT.**

PEARL ELEVATION - PREVIOUS



PROPOSED DESIGN



PROPOSED DESIGN



PREVIOUS DESIGN



PREVIOUS DESIGN

PEARL ELEVATION - PROPOSED



① PUSH BACK FAÇADE AT LEVEL 2 BELOW AMENITY DECK APPROXIMATELY 4.5' AND INTRODUCE MATTE METAL PANEL CLADDING. THE MASSING AND MATERIAL REVISIONS SERVE TO CLEARLY DISTINGUISH THIS AREA AS **A CONNECTOR OR LINK BETWEEN THE ADJACENT PERCEIVED "PHASES" TO THE EAST AND WEST.**

② PUSH BACK LEVEL 1 BETWEEN 10' AND 50', OR APPROXIMATELY 1800 SF **TO SIGNIFICANTLY ENHANCE THE PEDESTRIAN EXPERIENCE**

③ ALL AREAS PREVIOUSLY SHOWN AS CUT GRAY STONE ARE REVISED TO BE A MONTANA MOSS ROCK STONE **TO REDUCE THE PERCEIVED SCALE OF THE BUILDING**

④ ALL AREAS PREVIOUSLY SHOWN AS CLAY TILE SHINGLES ARE REVISED TO A PREMIUM LARGE FORMAT WOOD SIDING **TO REDUCE THE PERCEIVED SCALE OF THE BUILDING**

⑤ GLASS RAILINGS CHANGE TO METAL **IN SUPPORT OF WESTERN CHARACTER**

⑥ REDUCED LEVEL THREE WINDOW PANE SIZE AND RECESSED WINDOWS **TO REDUCE PERCEIVED SCALE OF THE BUILDING**

⑦ ADDED ARTICULATION INCLUDING TRELLIS STRUCTURES AND COPING DETAILS **TO REDUCE PERCEIVED SCALE OF THE BUILDING**

⑧ THE WIDTH OF THE SOLID PIER AT THE CORNER HAS BEEN REDUCED BY OVER 50% ON BOTH FRONTAGES TO INCREASE THE WIDTH OF THE ADJACENT COMMERCIAL STOREFRONT GLAZING **TO PROVIDE MORE VARIATION OF PEDESTRIAN EXPERIENCE.**

⑨ REPLACED A GROUND-FLOOR RESIDENTIAL UNIT WITH COMMERCIAL SPACE **TO FURTHER ACTIVATE AND ENHANCE THE PEDESTRIAN EXPERIENCE.**

⑩ PROVIDE PITCHED ROOF OVER LEVEL 3 UNITS **TO RELATE TO ADJACENT CONTEXT**

⑪ INTRODUCE DORMERS AT LEVEL 3 WINDOWS TO PROVIDE A MORE RESIDENTIAL APPEARANCE, VARIED ROOFLINE FORM, AND **REDUCE THE PERCEIVED SCALE OF THE BUILDING.**

⑫ CHANGE FACADE MATERIAL AT EASTERNMOST LENGTH OF BUILDING FRONTAGE FROM STONE TO RECLAIMED WOOD **TO RELATE TO ADJACENT CONTEXT**

⑬ PROVIDE PUNCHED WINDOWS AT LEVEL 2 **TO REDUCE THE PERCEIVED SCALE OF THE BUILDING**

⑭ INCREASE EAST BUILDING SETBACK FROM UNDER 12" TO 3' MINIMUM **TO PROVIDE MORE SPACE BETWEEN THE PROPOSED BUILDING AND NEIGHBORING BUILDING.**

⑮ CLAD ELEVATOR OVERRUN WALLS AT EAST WING IN STONE, WITH TRADITIONAL CAP DETAILING **TO ACCENTUATE THE EAST AND WEST WINGS OF THE BUILDING AS SEPARATE AND DISTINCT.**

PEARL ELEVATION - PREVIOUS







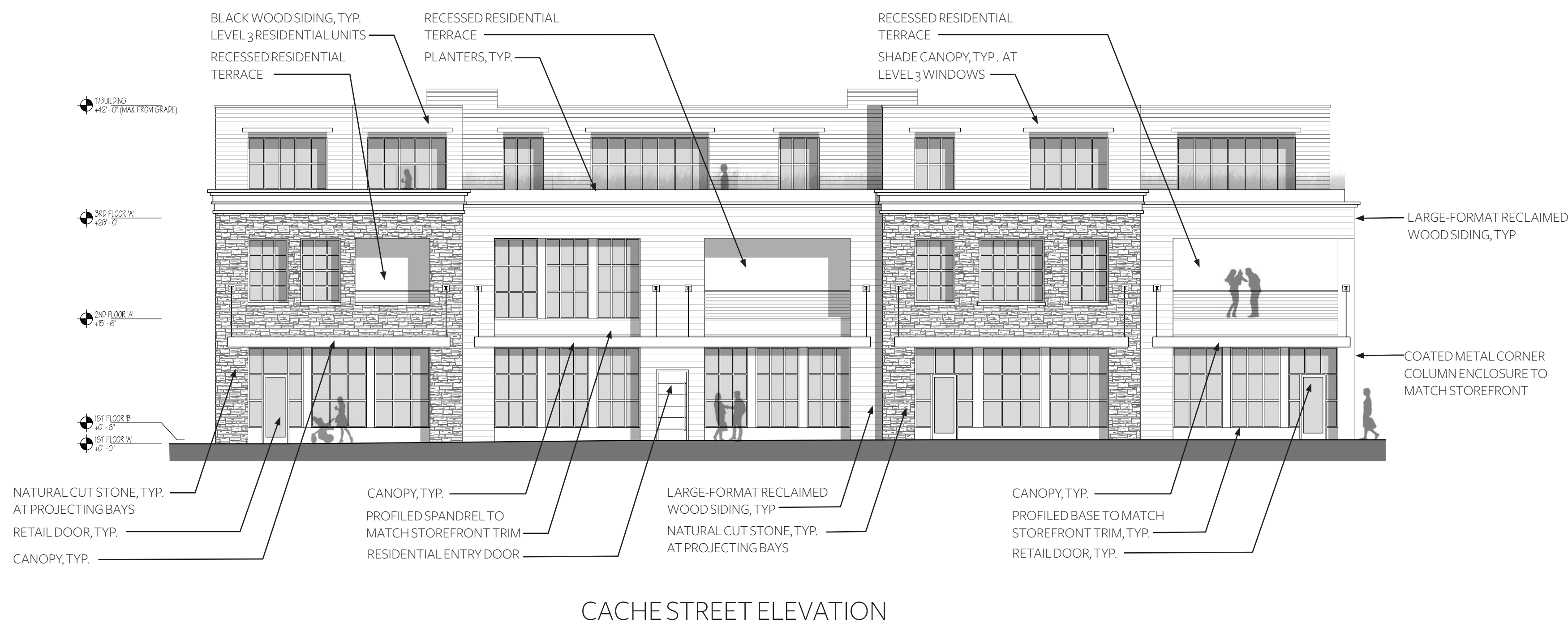
PEARL AVENUE ELEVATION

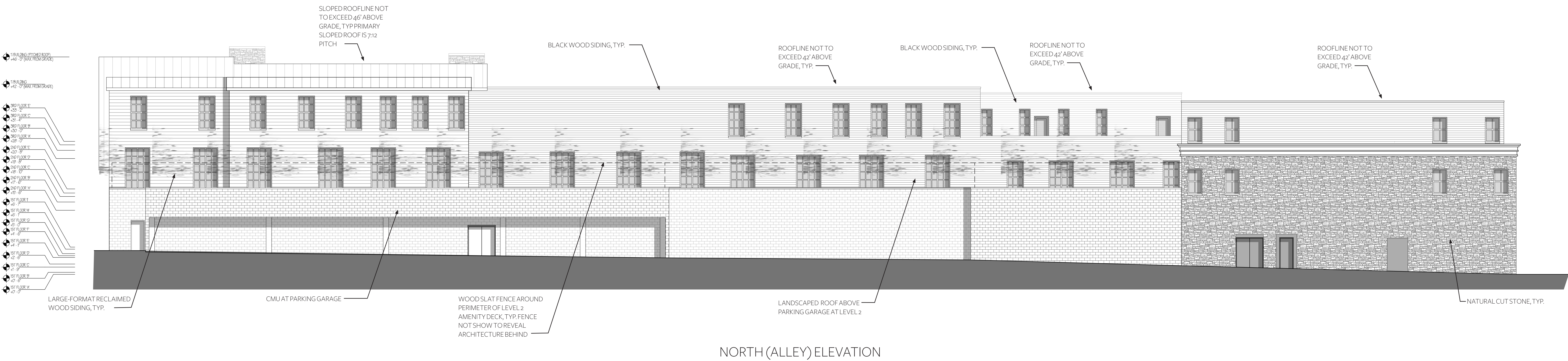


CACHE STREET ELEVATION

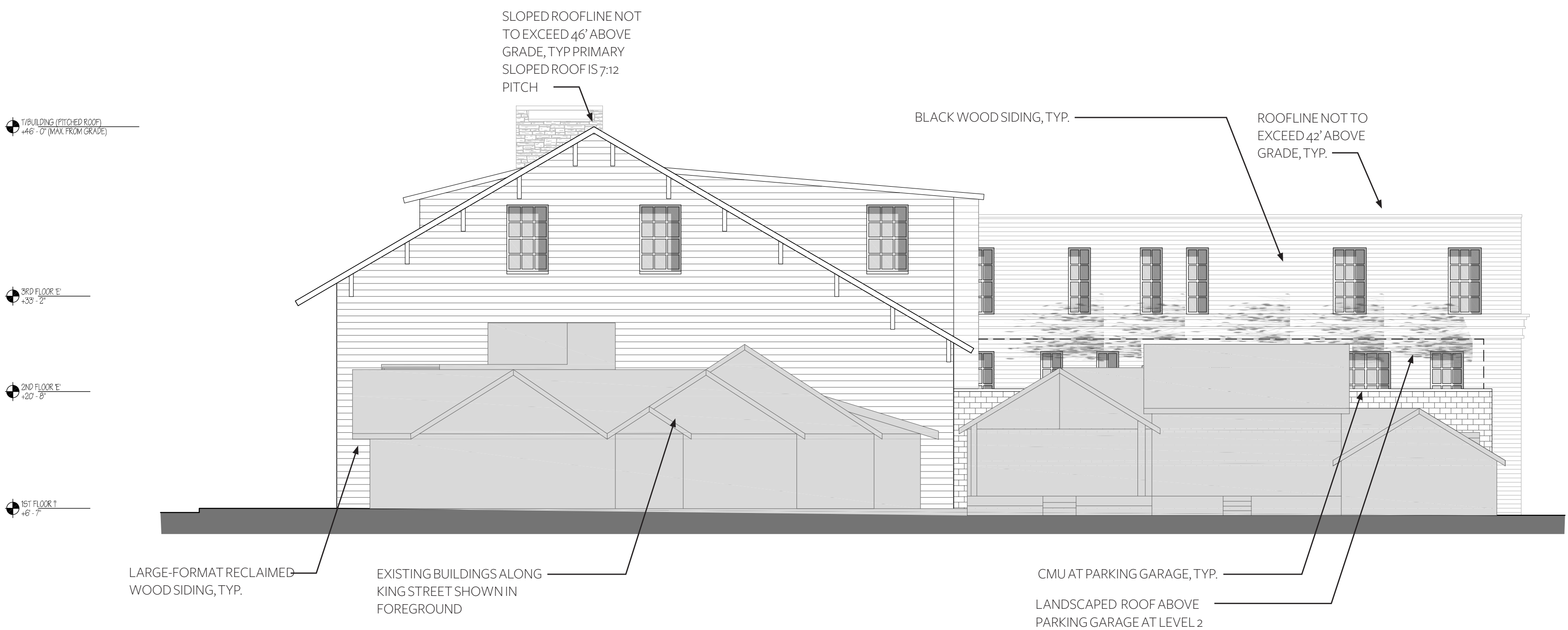


EAST (KING STREET) ELEVATION





NORTH (ALLEY) ELEVATION



EAST (KING STREET) ELEVATION

CEDAR SIDING
BLACK SIDING AT THIRD FLOOR & REAR COURTYARD



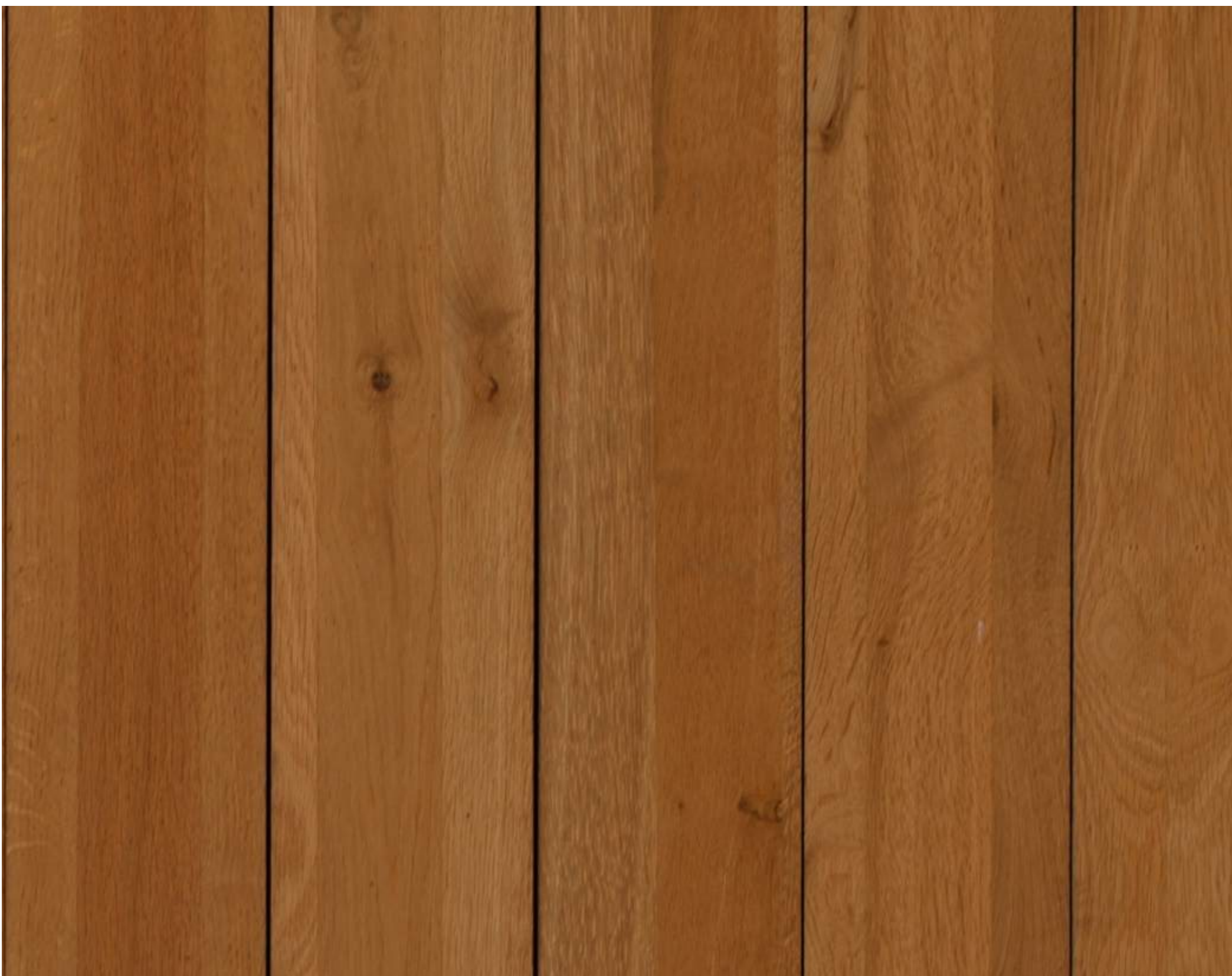
CLAY FACADE TILE
BUILDING WALL CLADDING AT LEVELS 1-2 RECESSED BAYS



STONE (TUXEDO GRAY LIMESTONE - SELECT STONE)
BUILDING WALL CLADDING AT LEVELS 1-2 PROJECTING BAYS



STAINED CEDAR PLANKS
CANOPIES AND SOFFITS



BLACK PAINTED WOOD DETAILING
CORNICES AND TRIM



BLACK ALUMINUM WINDOWS
PUNCHED WINDOWS, STOREFRONT, AND WINDOW WALL



CEDAR SIDING
BLACK SIDING AT THIRD FLOOR & REAR COURTYARD



LARGE FORMAT RECLAIMED SIDING
BUILDING WALL CLADDING AT LEVELS 1-2 RECESSED BAYS



STONE (MONTANA MOSS ROCK - SELECT STONE)
BUILDING WALL CLADDING AT LEVELS 1-2 PROJECTING BAYS



STAINED CEDAR PLANKS
CANOPIES AND SOFFITS



BLACK PAINTED WOOD DETAILING
CORNICES AND TRIM

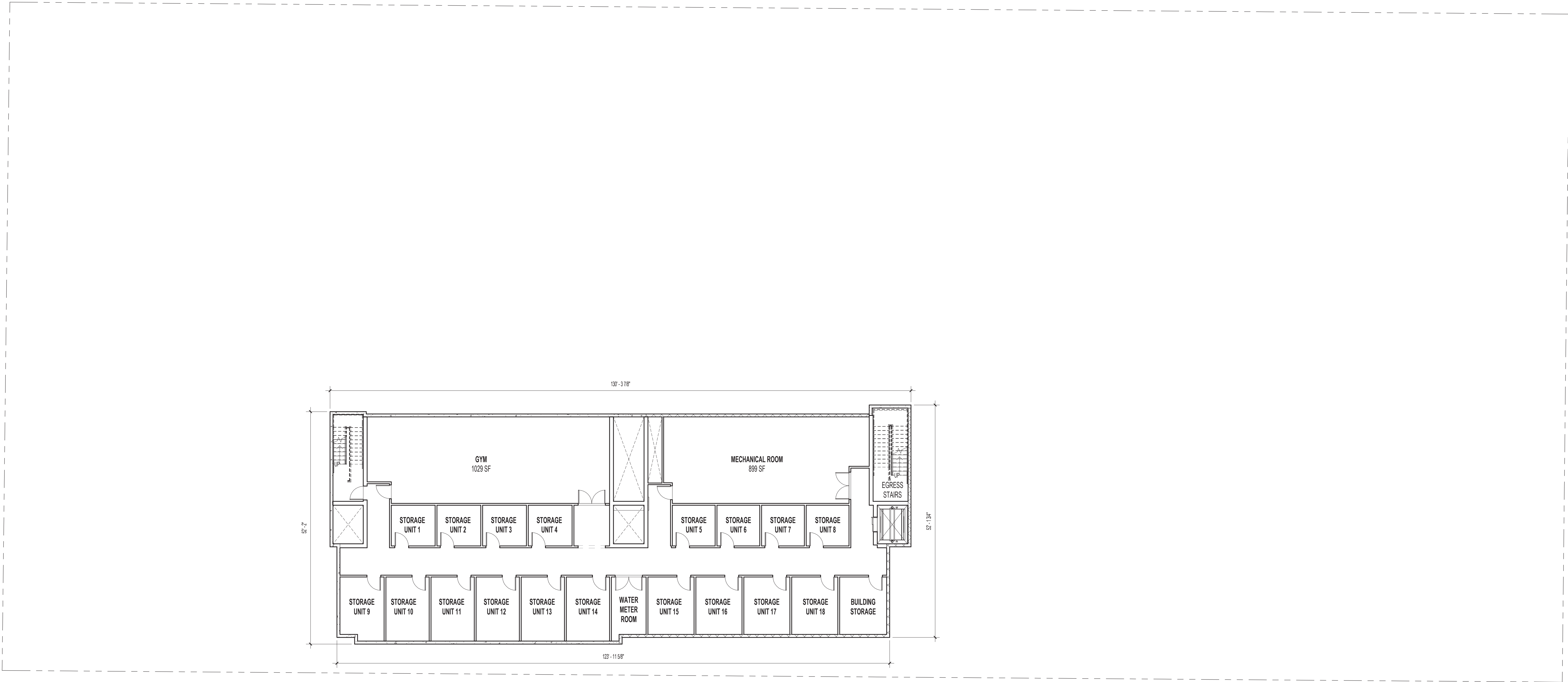


MATTE BLACK METAL PANEL
LEVEL 2 "BRIDGE" BETWEEN EAST AND WEST WINGS



BLACK ALUMINUM WINDOWS
PUNCHED WINDOWS, STOREFRONT, AND WINDOW WALL

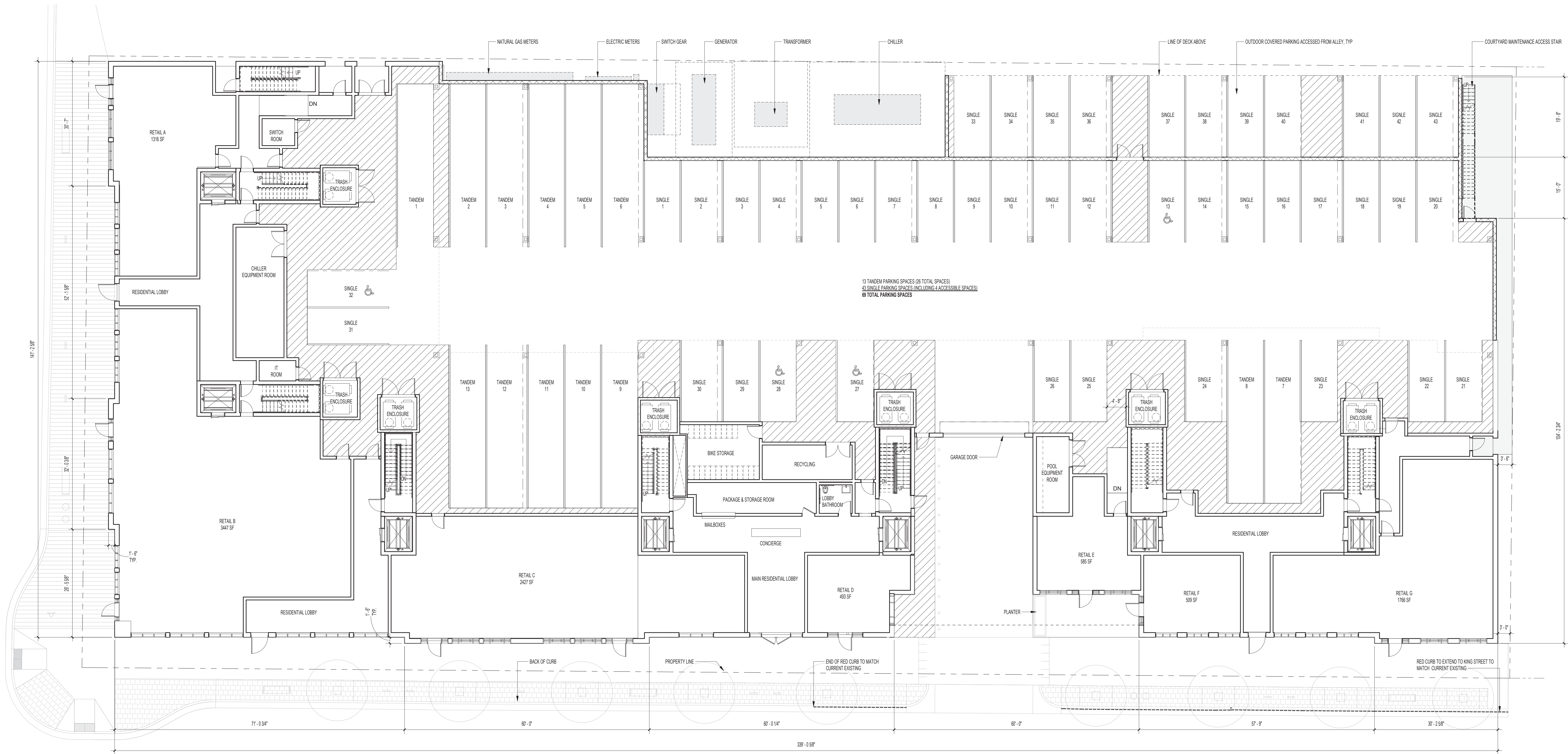




① BASEMENT PLAN
3/32" = 1'-0"

BASEMENT LEVEL
TOTAL SF - 6,518 SF

- (18) STORAGE UNIT FOR EACH RESIDENTIAL UNIT
- (1) ELEVATOR HAS BASEMENT LEVEL ACCESS
- (2) EGRESS STAIRS HAVE BASEMENT LEVEL ACCESS



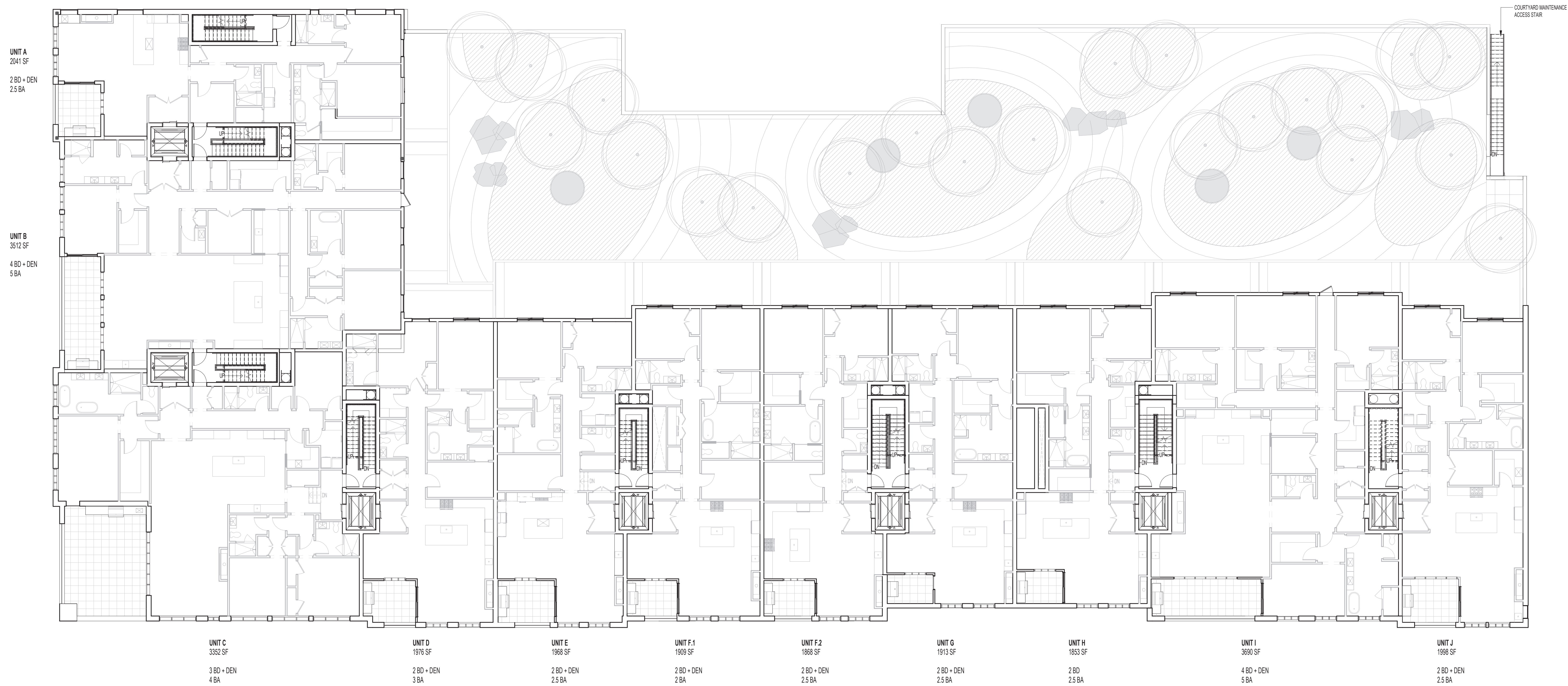
1 1ST FLOOR PLAN
3/32" = 1'-0"

BUILDING TOTALS

GROSS SF - 67,576

LEVEL 1

GROSS SF - 18,078



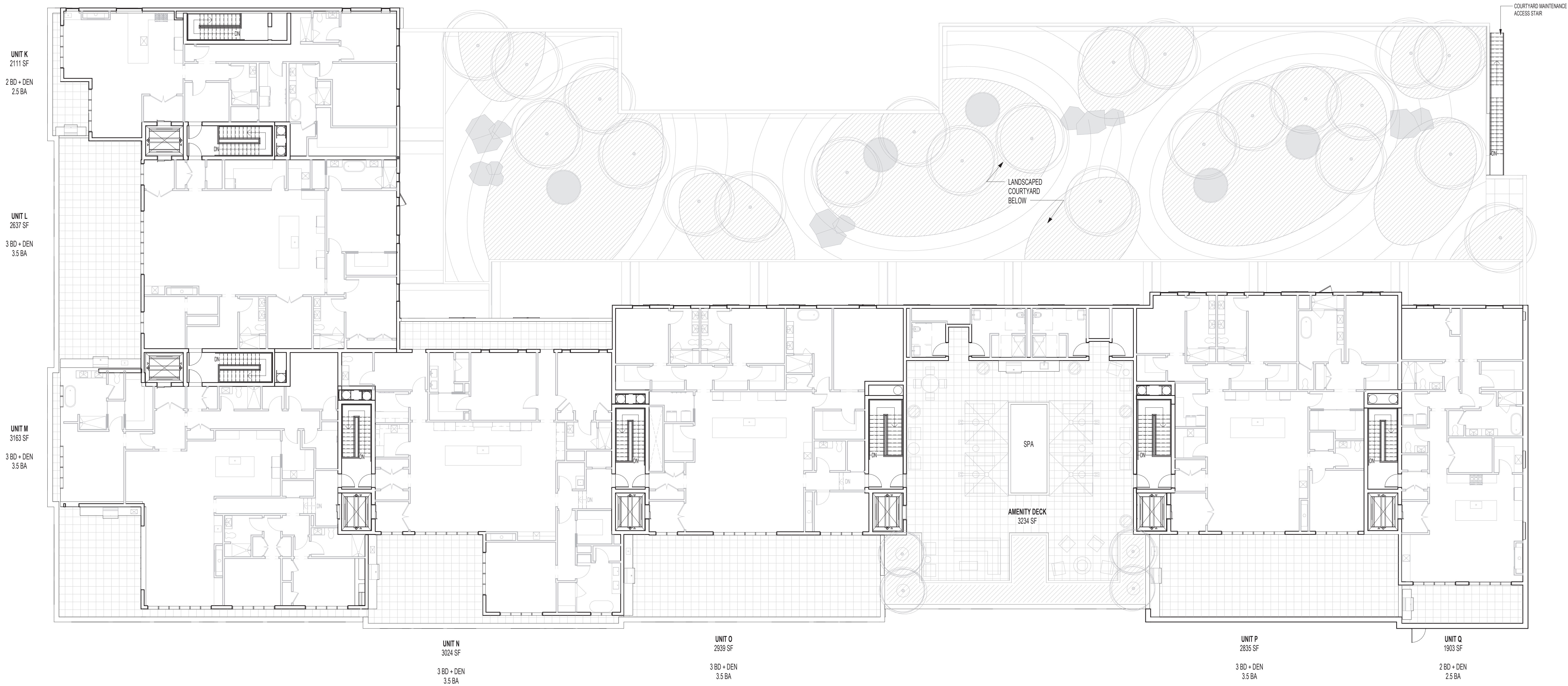
① 2ND FLOOR PLAN
3/32" = 1'-0"

BUILDING TOTALS

GROSS SF - 67,576

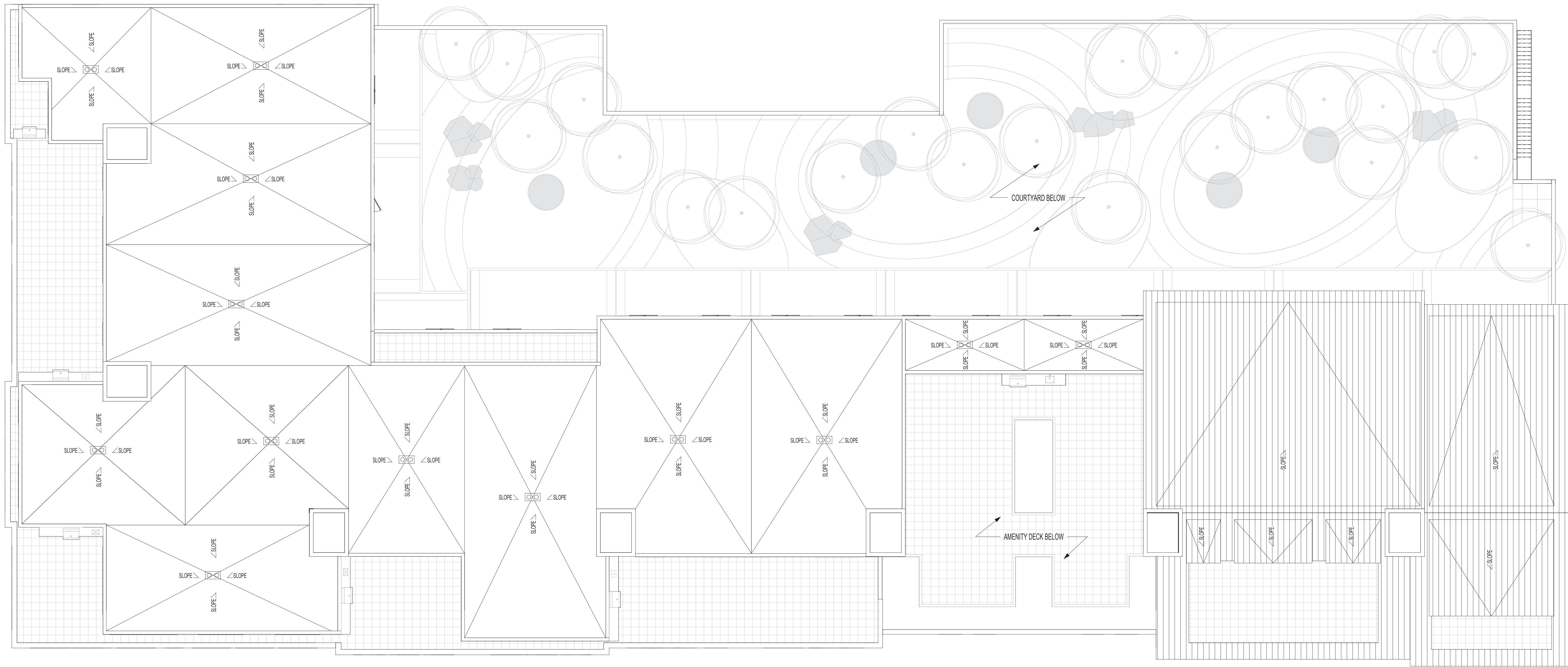
LEVEL 2

GROSS SF - 28,198

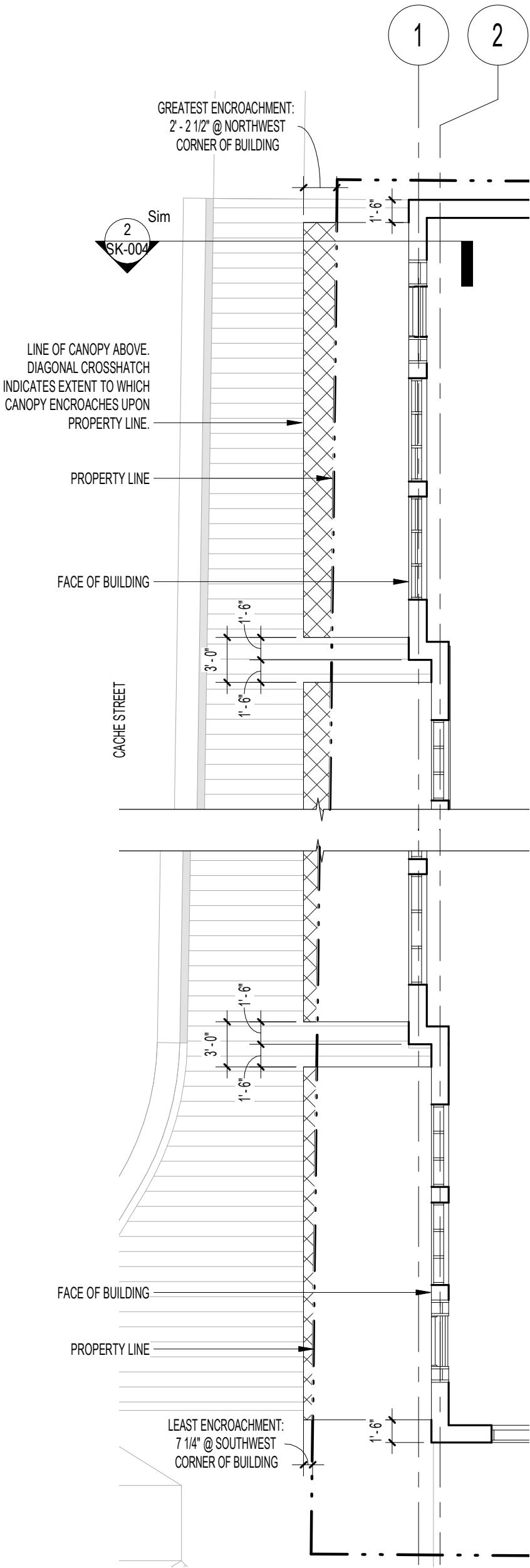


1 3RD FLOOR PLAN
3/32" = 1'-0"

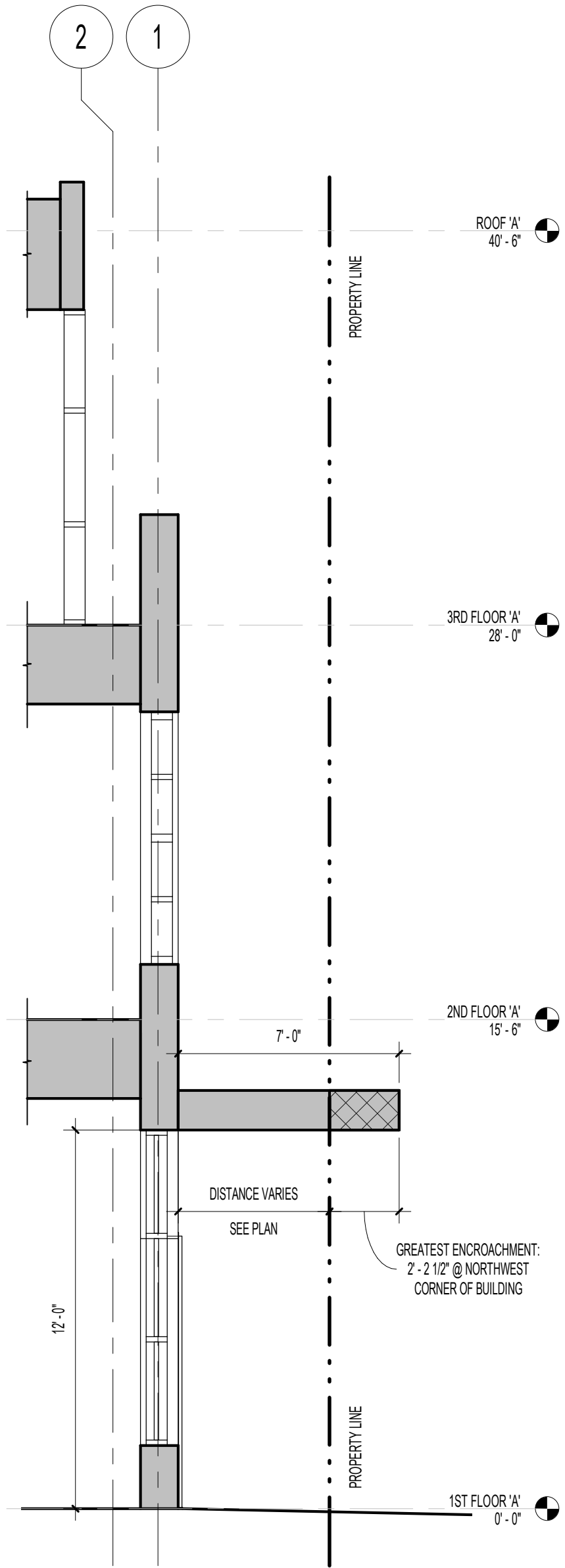
BUILDING TOTALS	LEVEL 3
GROSS SF - 67,576	GROSS SF - 21,300



1 ROOF PLAN
3/32" = 1'-0"



1 EXHIBIT A - PROP. LINE ENCROACHMENT PLAN
1/8" = 1'-0"



2 EXHIBIT B - PROP. LINE ENCROACHMENT SECTION
1/4" = 1'-0"

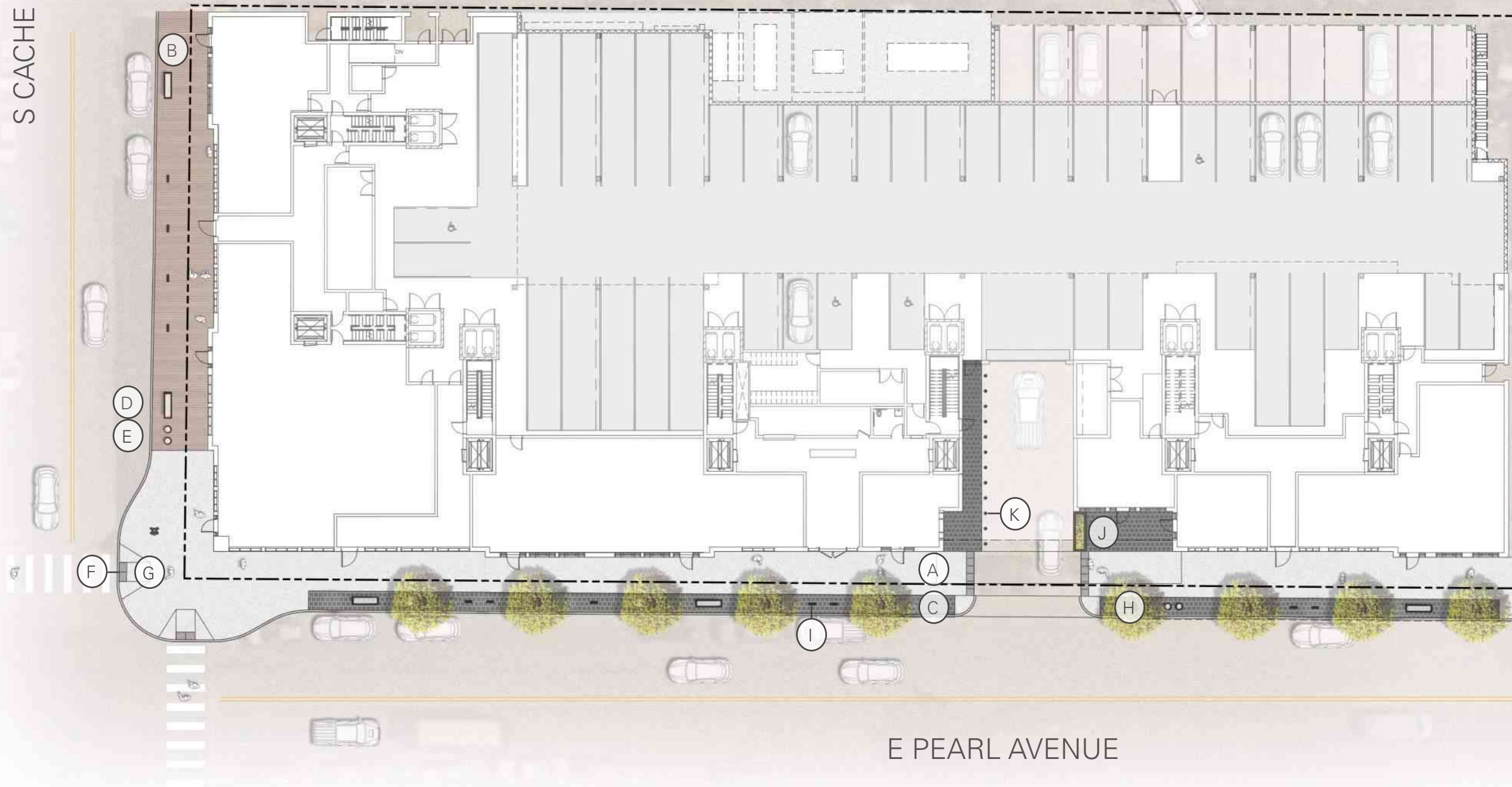
NORTHWORKS CHICAGO JACKSON HOLE SAN FRANCISCO PHILADELPHIA	CACHE AND PEARL 45 EAST PEARL AVE. JACKSON, WY 83001	Project No.	2120	TITLE PROPERTY LINE ENCROACHMENT - EXHIBITS A & B
		Drawn By	RF	
		1512 N. Throop Street T 312-440-9850 F 312-440-9851	Chicago, Illinois 60642 www.nwks.com	Checked By
Scale	As indicated			
© 2022 Northworks Architects & Planners - All rights reserved. Any discrepancies shall be reported immediately to the Architect before proceeding. Only figured dimensions should be used. Contractors and fabricators to verify all dimensions on site prior to beginning Work.				Date

LANDSCAPE DRAWINGS

FIRST FLOOR EXTERIOR STREETSCAPE

S CACHE STREET

EXISTING ALLEY



LEGEND

- (A) PEDESTRIAN CONCRETE
- (B) PEDESTRIAN BOARDWALK
- (C) PERMEABLE CONCRETE PAVERS
- (D) BENCH
- (E) LITTER RECEPTACLE
- (F) DETECTABLE WARNING PLATES
- (G) ADA ACCESSIBLE CURB RAMP
- (H) PAVER GRATE WITH TREE
- (I) BIKE RACK
- (J) PLANTER IN SEATING AREA
- (K) BOLLARDS
- (L) SCALE 1:30



Name: Pedestrian Concrete
Dimensions: Varies
Color: Light grey



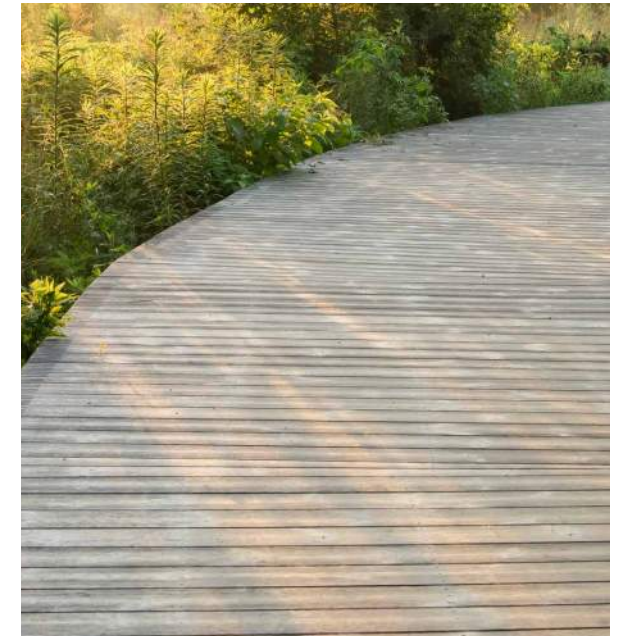
Name: Permeable Concrete Unit Pavers
Material: Concrete
Dimensions: TBD
Color: Dark grey



Name: Detectable Warning Plates
Dimensions: TBD
Color: Grey



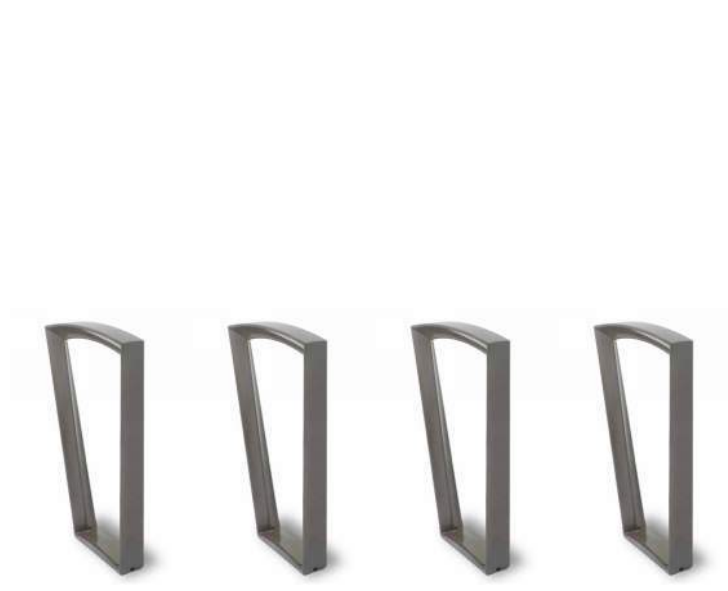
Name: Paver Grate
Material: Metal
Dimensions: TBD



Name: Pedestrian Boardwalk
Material: Wood
Dimensions: Varies



Name: STRATA Beam Bench, backless
Material: Wood, metal, concrete
Dimensions: 80" L x 21" W x 23 H
Quantity: 5



Name: Emerson Bike Rack
Material: Powdercoated metal
Dimensions: 20" L x 30" W x 4" D
Quantity: 11



Name: Petoskey Litter Receptacle (with sign)
Material: Powdercoated metal
Dimensions: 42" L x 20" W x 30 gal.
Color: TBD
Quantity: 4



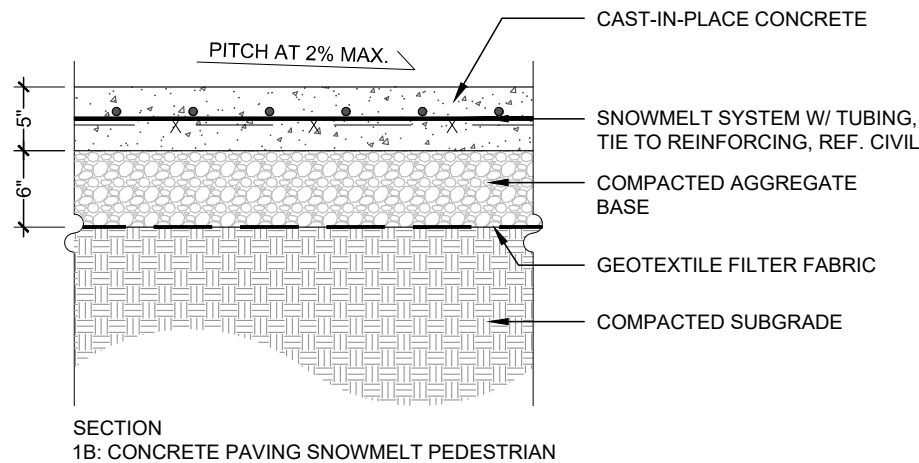
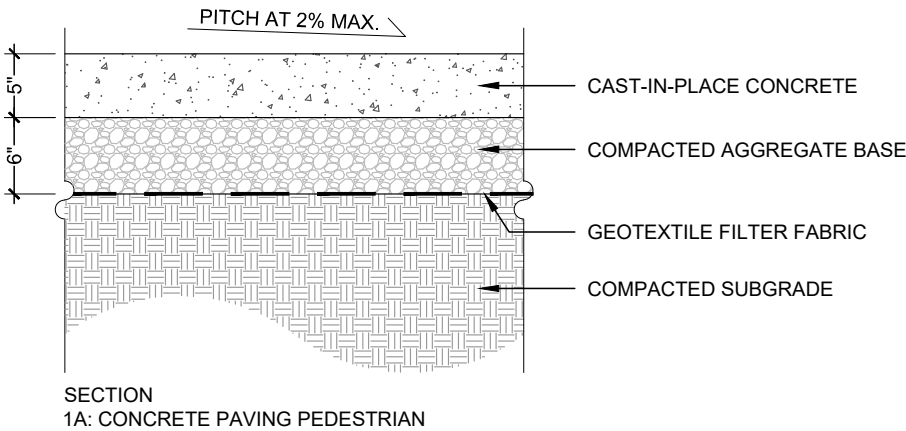
Name: Helio Bollard
Material: Metal with illuminated cap
Dimensions: 40" H x 6" D
Quantity: 12



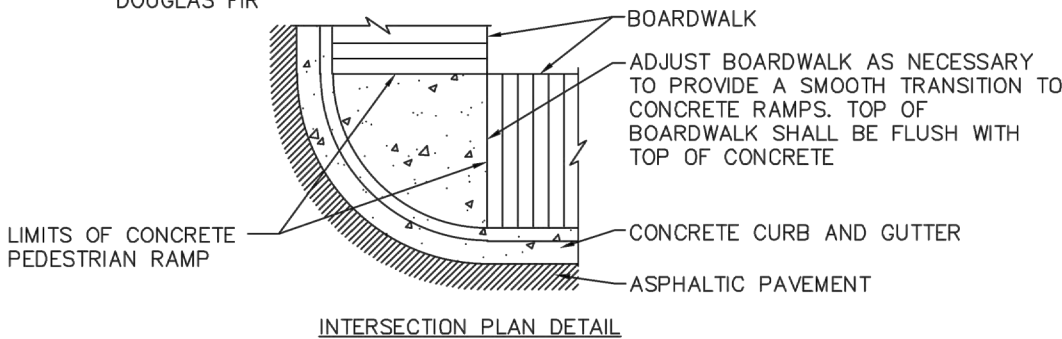
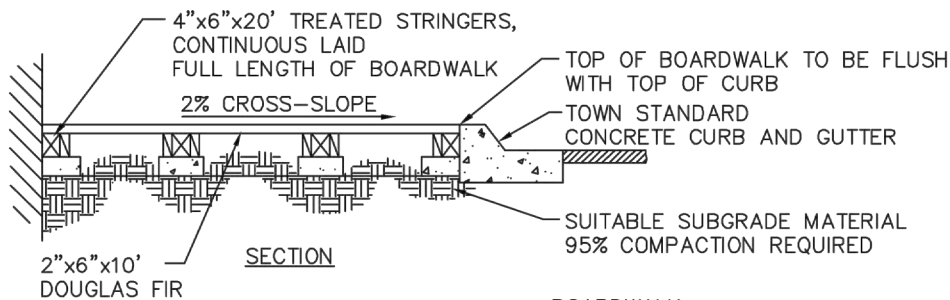
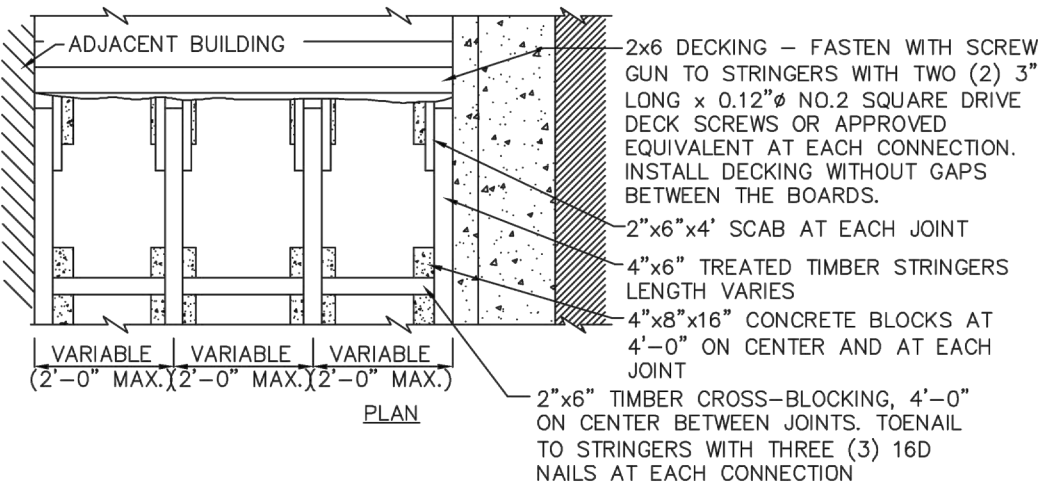
Name: Fence with hanging planters
Material: TBD
Dimensions: TBD
Quantity: 1



Name: Planter
Material: Concrete with metal veneer
Dimensions: TBD
Color: TBD
Quantity: 1



A. PEDESTRIAN CONCRETE



- NOTES:
1. UNLESS OTHERWISE APPROVED, ALL SCREWS TO BE NO.2 SQUARE DRIVE GALVANIZED DECK SCREWS. MINIMUM OF TWO SCREWS PER BOARD.
 2. ALL SUB-STRUCTURE LUMBER TO BE PRESSURE TREATED. ALL DECK LUMBER SHALL BE 2"x6" DOUGLAS FIR.
 3. INSTALL CLIPPED BOARDS WITH CROWN UP.
 4. PEDESTRIAN RAMP TO BE PER TOWN STANDARD.



BOARDWALK

ST-111 DATE: 12/4/12

SCALE: NTS

B. PEDESTRIAN BOARDWALK

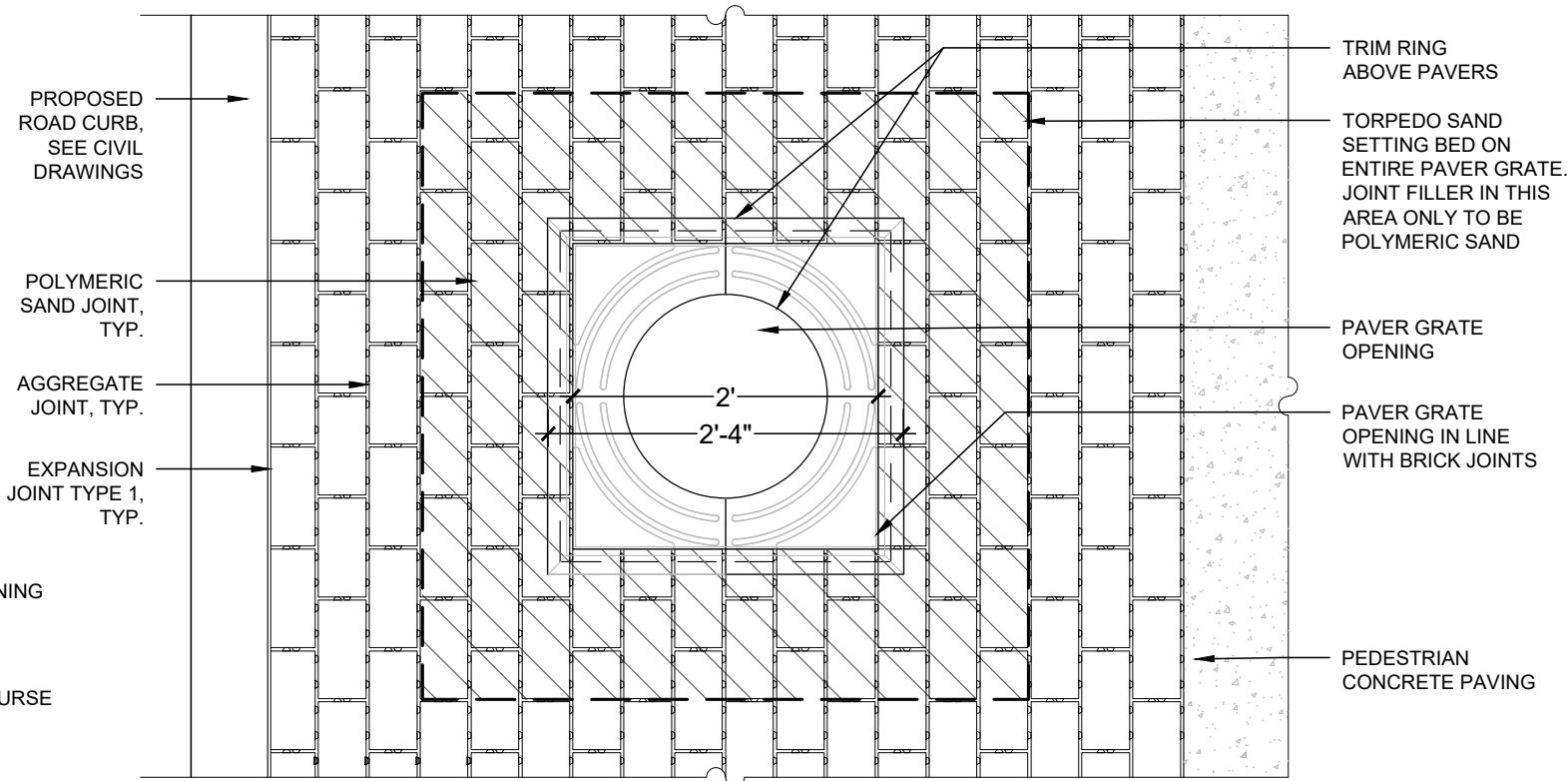
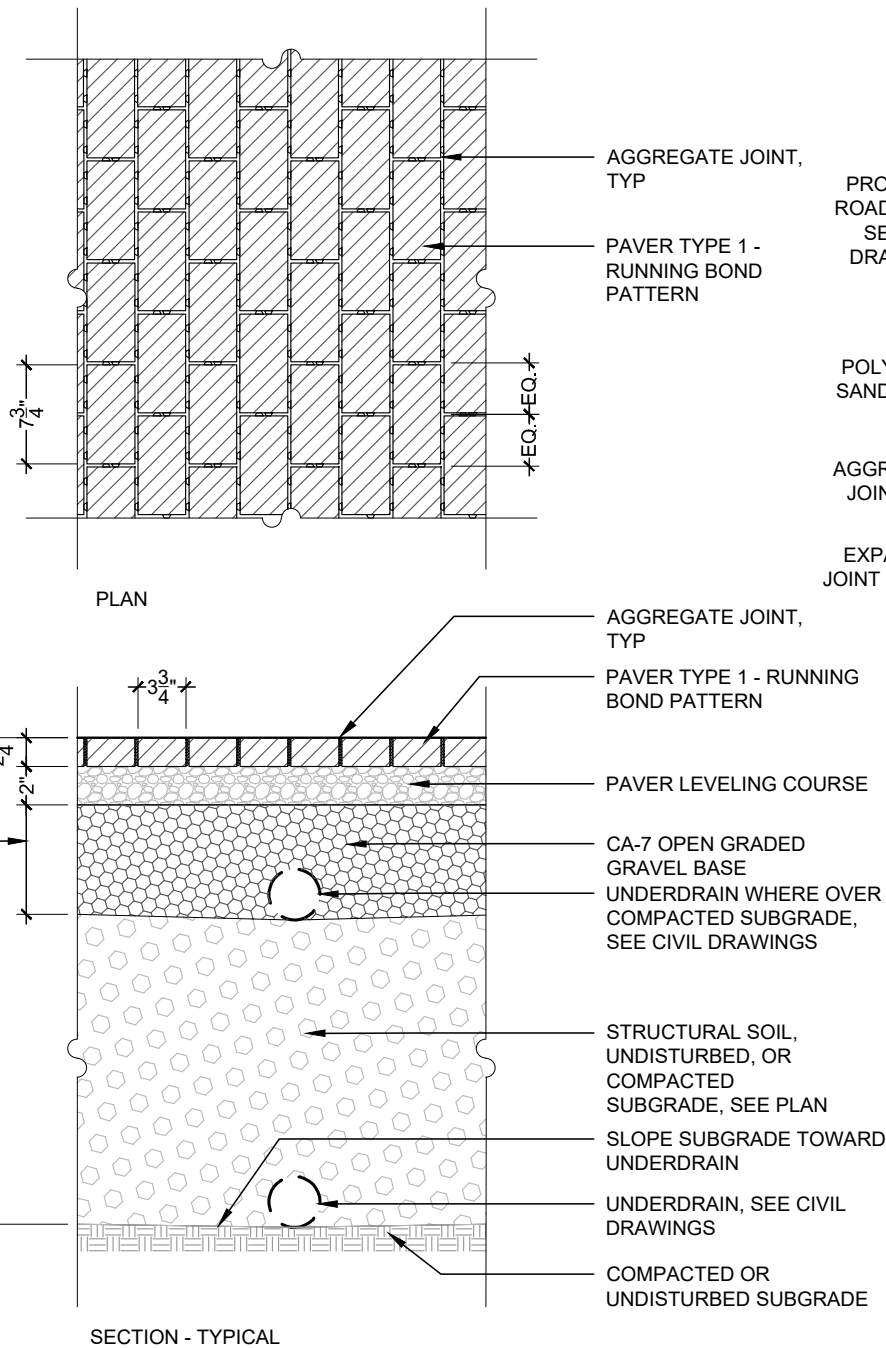
NOTES:

- 1. PERMEABLE PAVER ZONE WILL COMPRISE EITHER 18 OR 15 (SEE PLANS). EACH ROW SHALL BE FULL WIDTH PAVERS, NO CUTTING/RIPPING. ENDS OF PAVER FIELDS SHALL BE COORDINATED WITH ADJACENT IMPROVEMENTS, PROVIDING LENGTH CUTS ONLY AS INDICATED OR DIRECTED BY LANDSCAPE ARCHITECT.
- 2. THE DIMENSION SHALL BE FULLY COORDINATED BETWEEN ACTUAL DIMENSIONS OF PAVERS, TREE GRATES AND SITE CONDITIONS. CONCRETE WALK SHALL BE CONSTRUCTED TO ACCOMMODATE THIS REQUIREMENT.
- 1. WHERE PAVERS RUN PERPENDICULAR TO THE ROADWAY, CUTS ARE ACCEPTABLE WHEN RESULTING IN 1/2 PAVER LENGTH OR MORE.

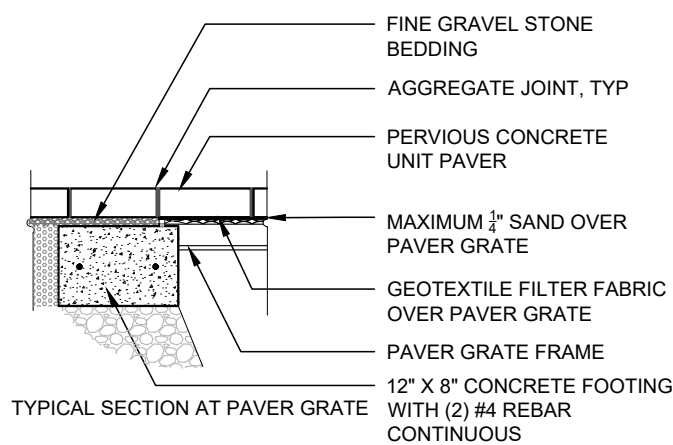
8" IF OVER
STRUCTURAL SOIL.
12" IF OVER
COMPACTED OR
UNDISTURBED
SUBGRADE, SEE
PLAN

+/-3'-6" FROM
FINISHED GRADE FOR
6'-0" WIDE AMENITY
ZONE.

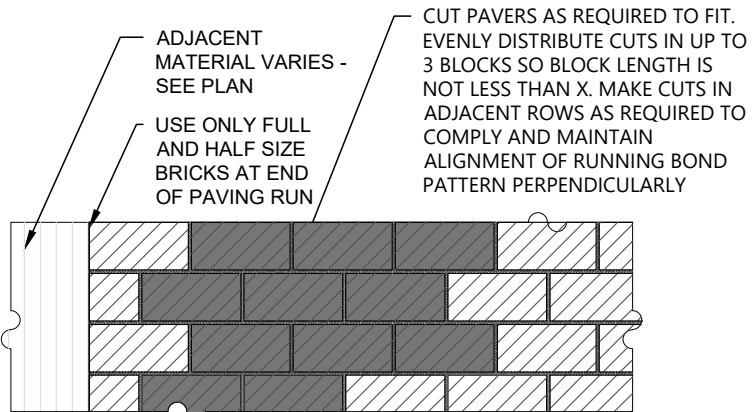
+/- 4'-0" FROM
FINIHSED GRADE FOR
5' WIDE AMENITY
ZONE



PLAN - PAVER LAYOUT AT PAVER GRATE OPENING

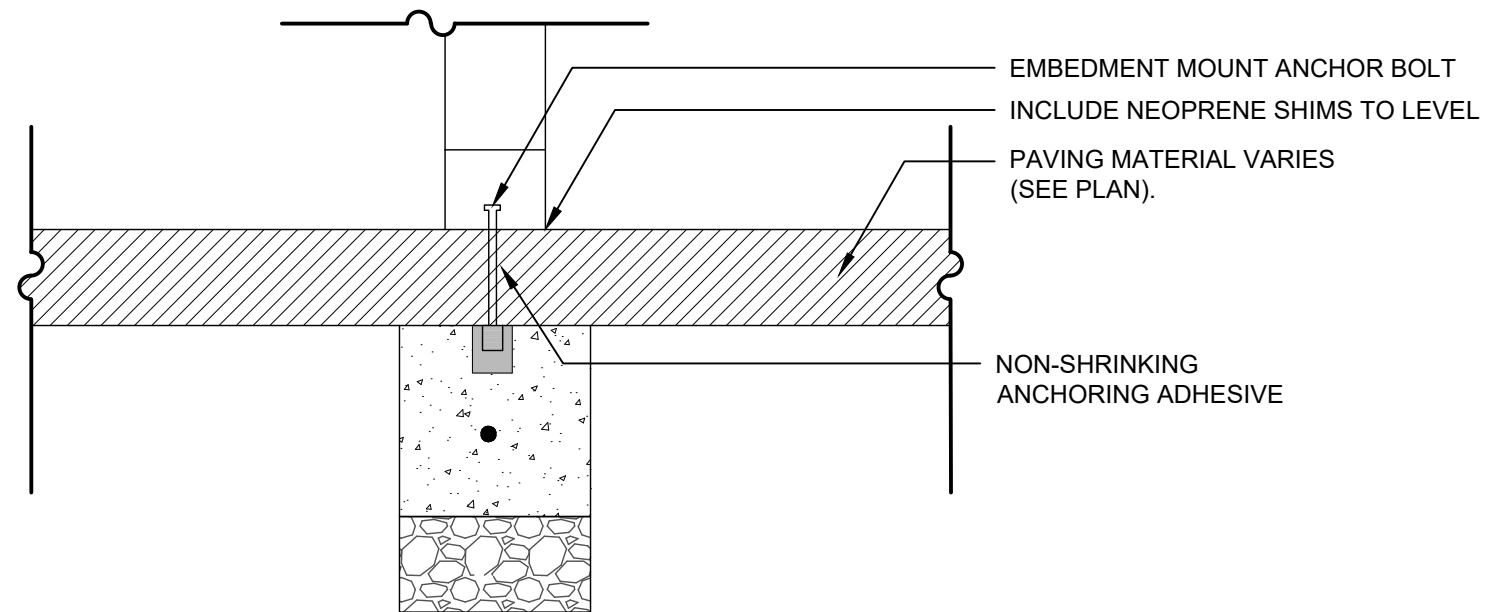
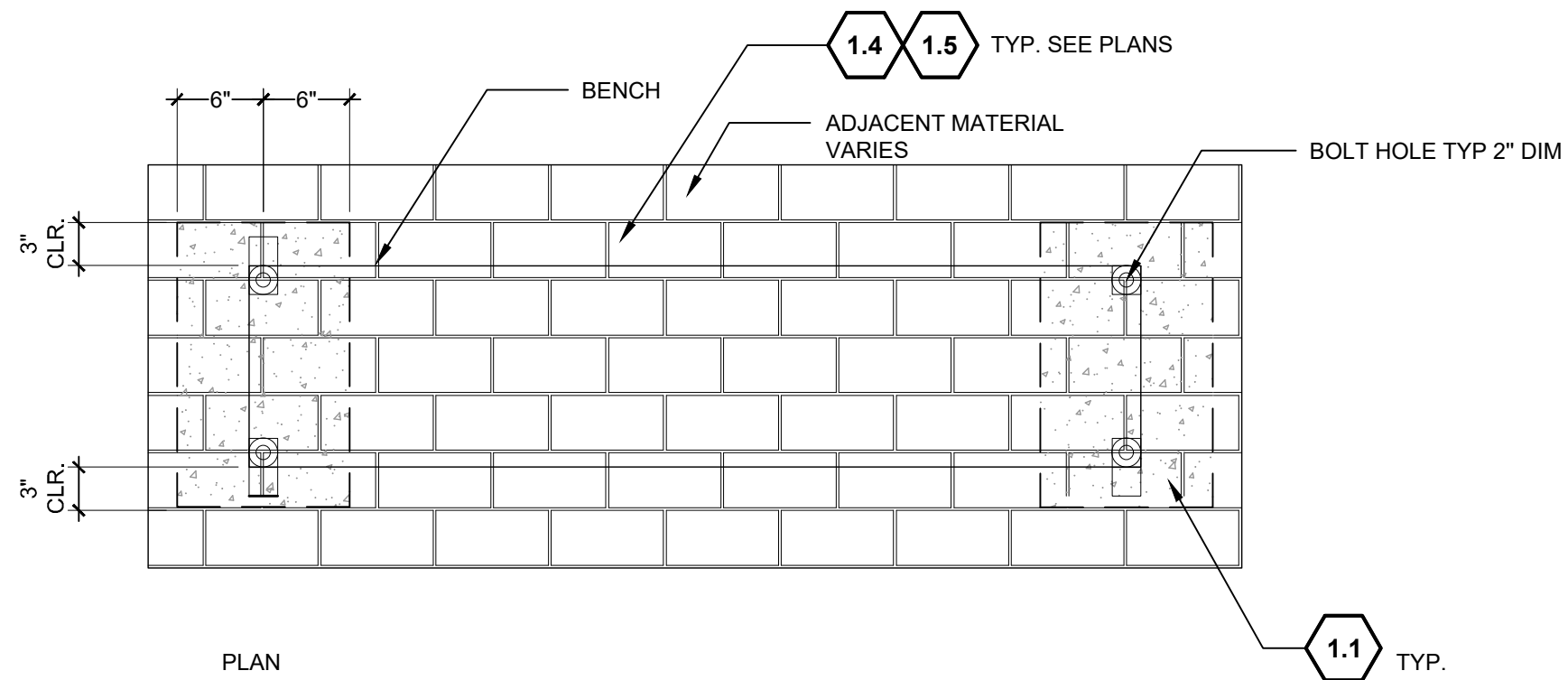


TYPICAL SECTION AT PAVER GRATE

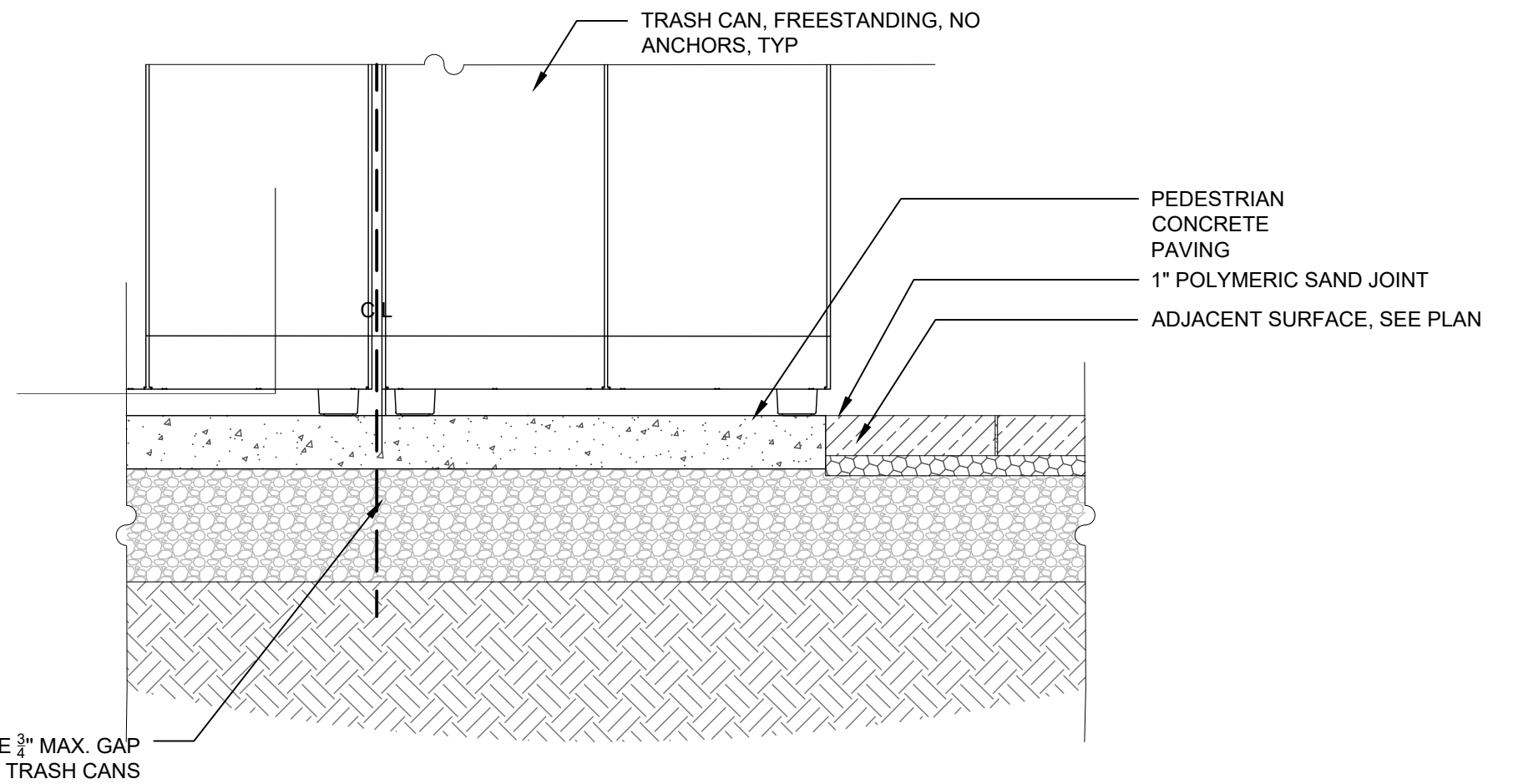
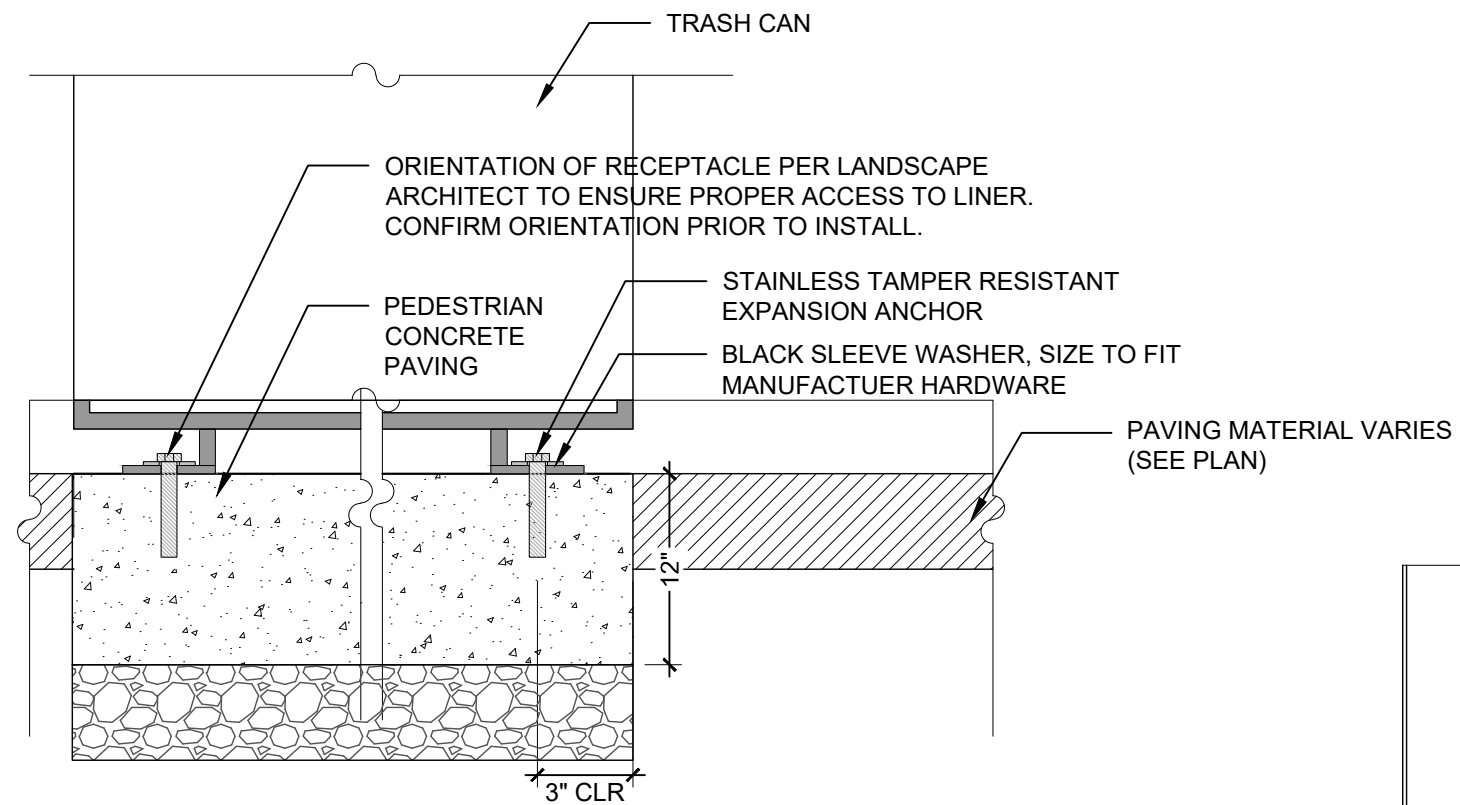


PLAN - PAVER LAYOUT PARALLEL TO ROADWAY

C. PERMEABLE CONCRETE UNIT PAVERS

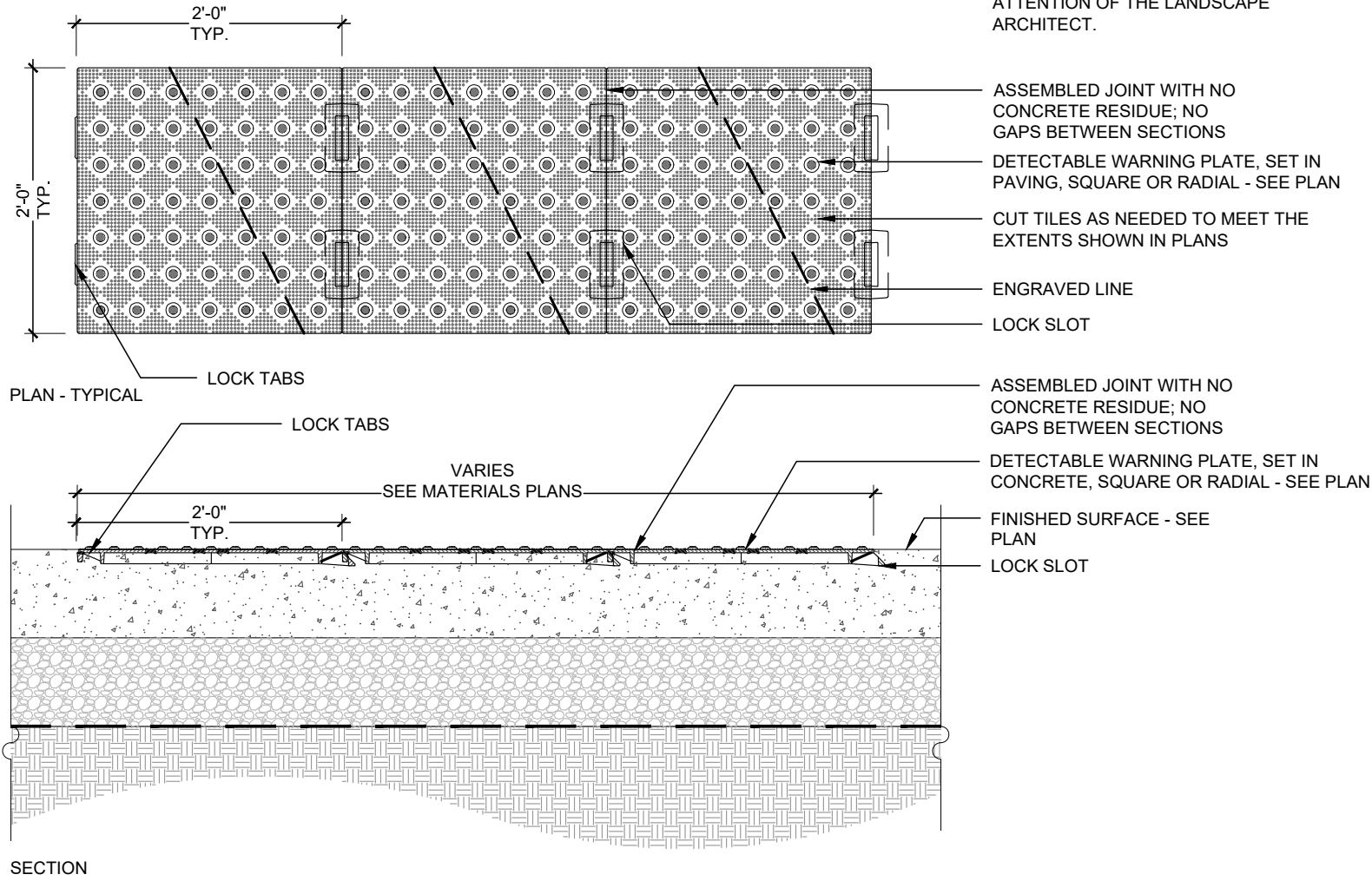


D. BENCH

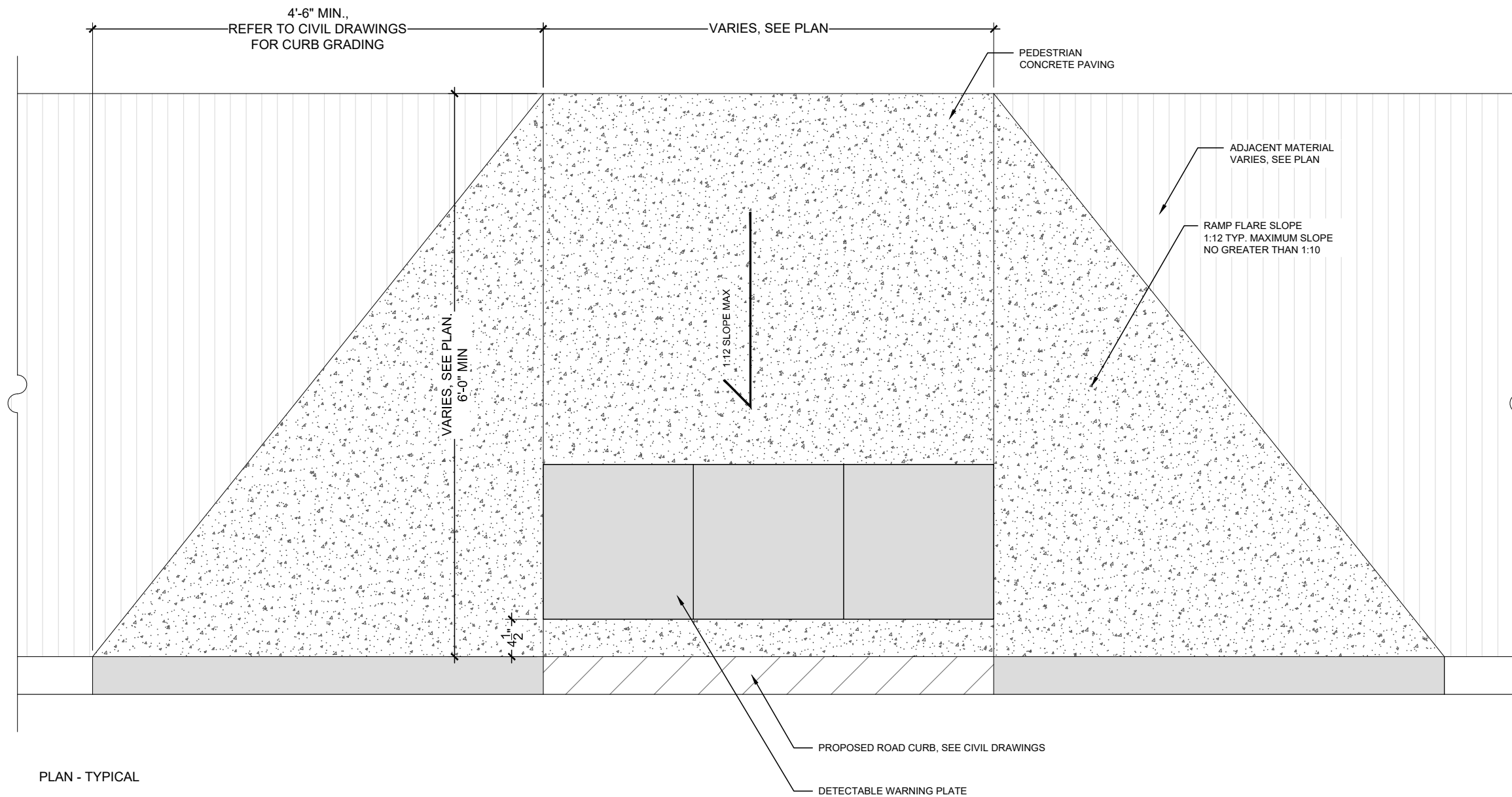


E. LITTER RECEPTACLE

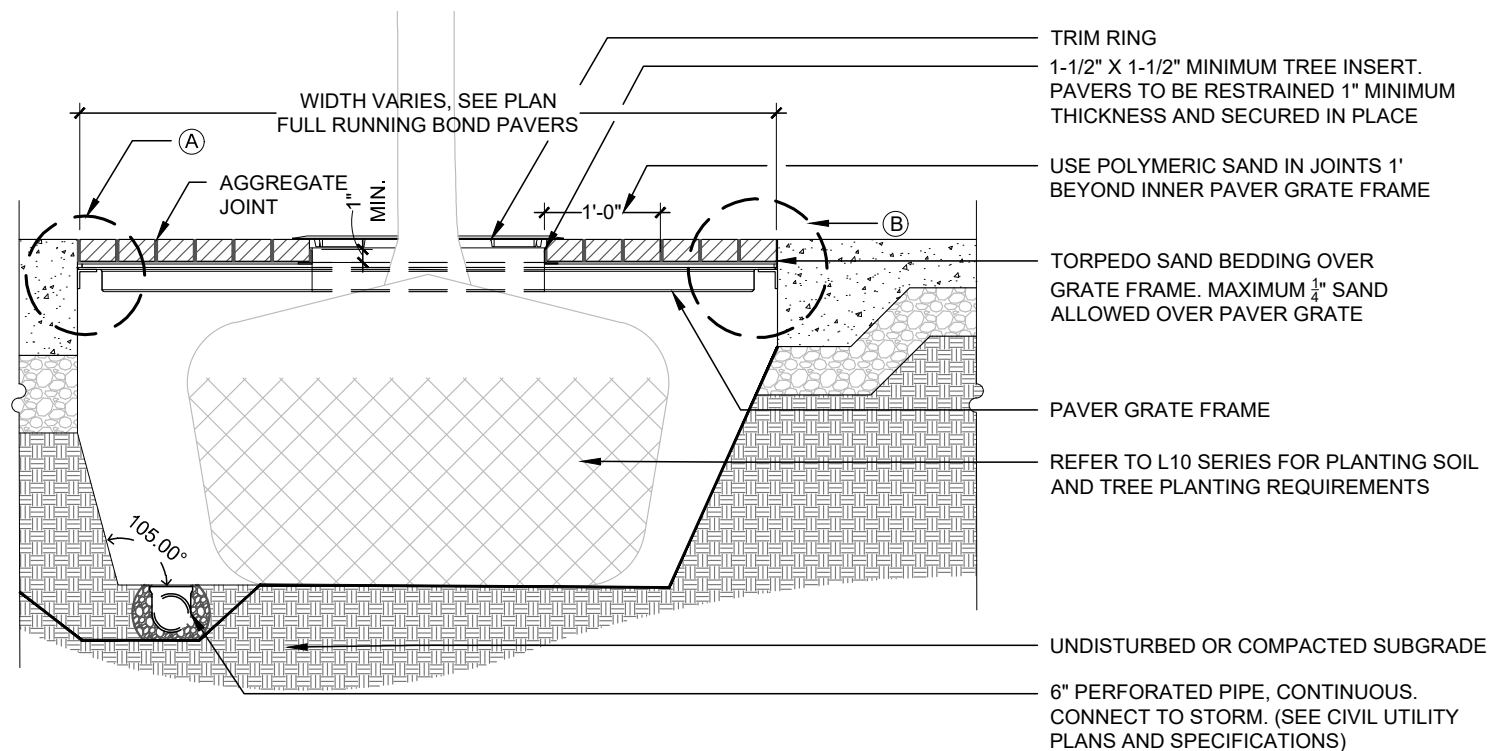
- NOTES:
- 1. CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE QUANTITY OF DETECTABLE WARNING PLATES FOR EACH CURB RAMP.
 - 2. CONTRACTOR SHALL USE MANUFACTURER RECOMMENDED RADII TO MAINTAIN A CONSISTENT 6" OFFSET FROM BACK OF THE PROPOSED CIVIL ROAD CURB
 - 3. WHERE A CURB RAMP IS BOUNDED ON ONE OR BOTH SIDES WITH A BARRIER CURB, THE ADJACENT MATERIAL SHALL NOT BE CONSIDERED PART OF THE PATH OF TRAVEL. CONTRACTOR SHALL BRING ANY DISCREPANCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.



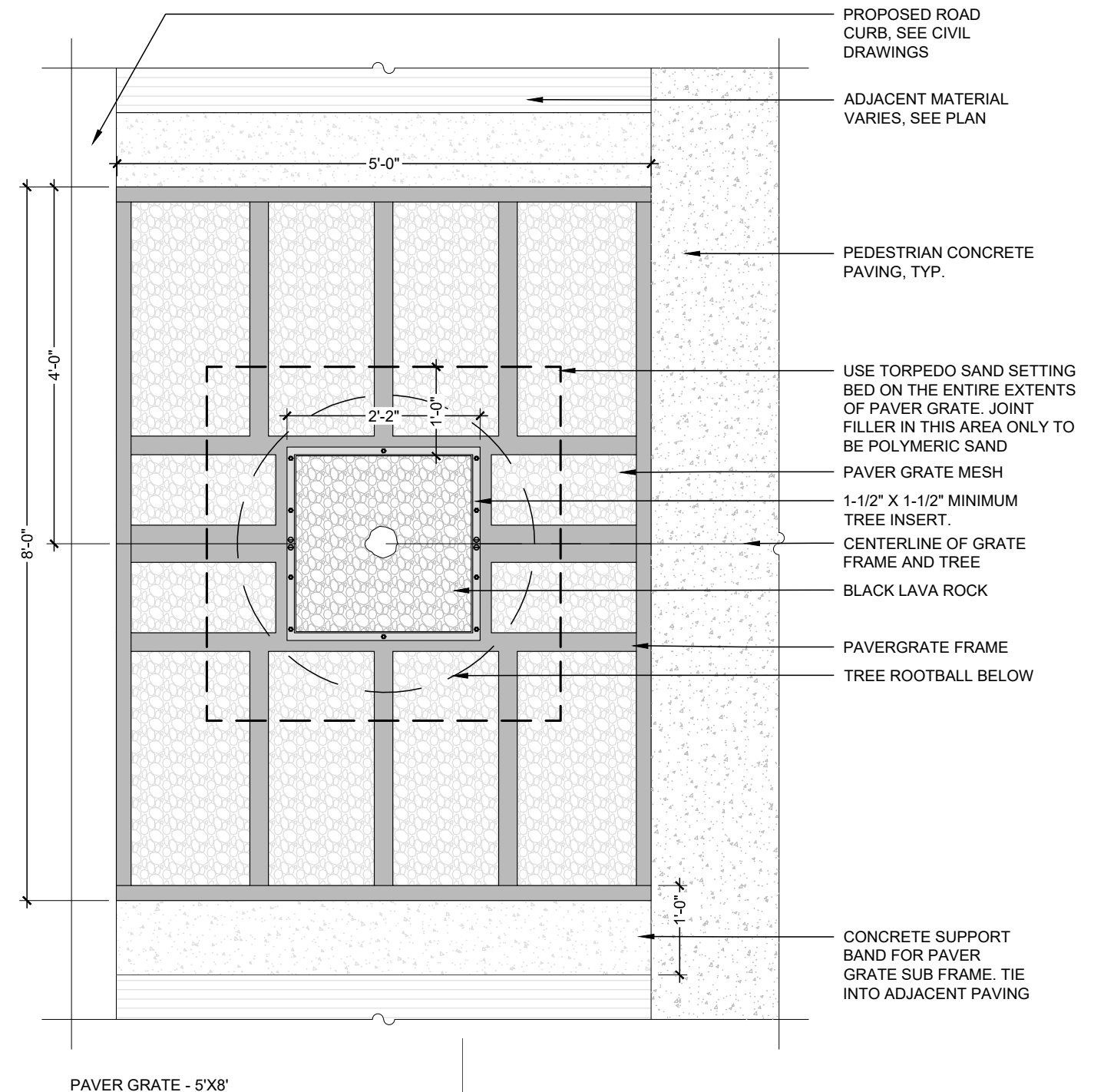
F. DETECTABLE WARNING PLATES



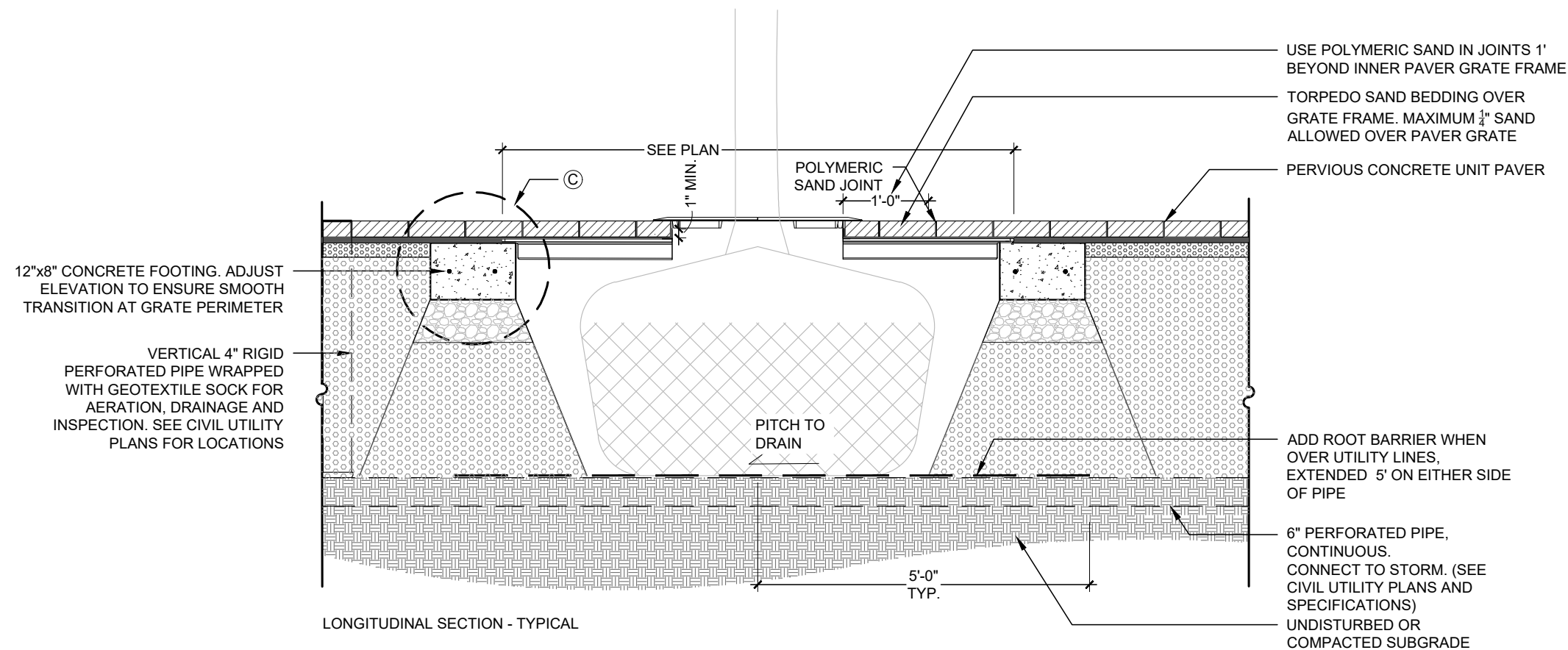
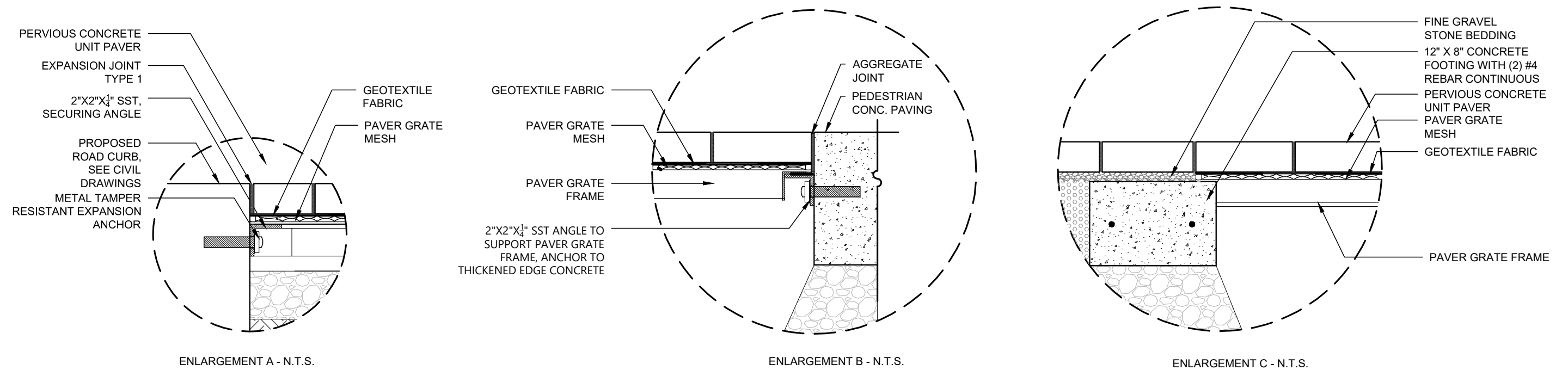
G. ADA ACCESSIBLE CURB RAMP



CROSS SECTION - TYPICAL



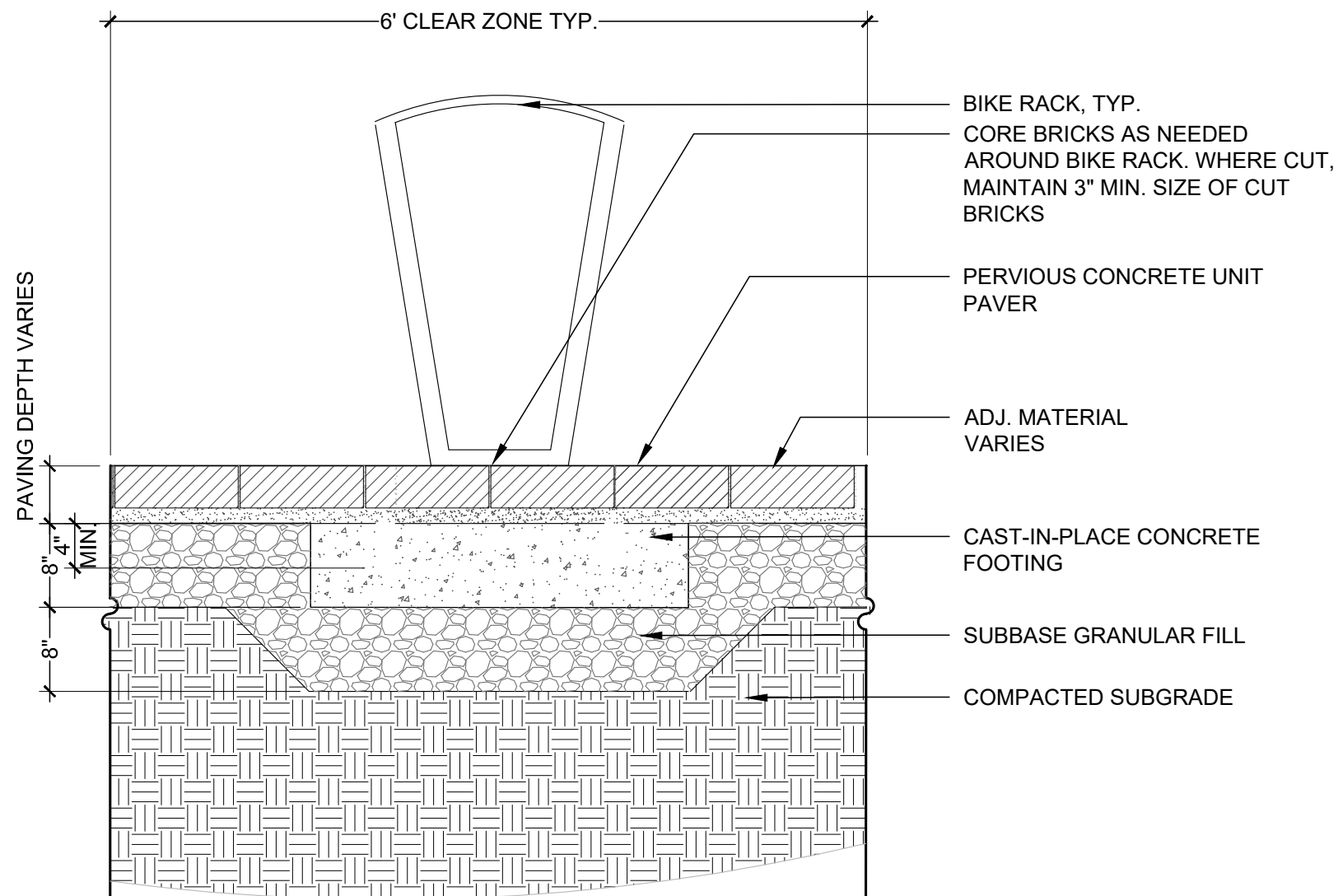
H. PAVER GRATES



NOTES:

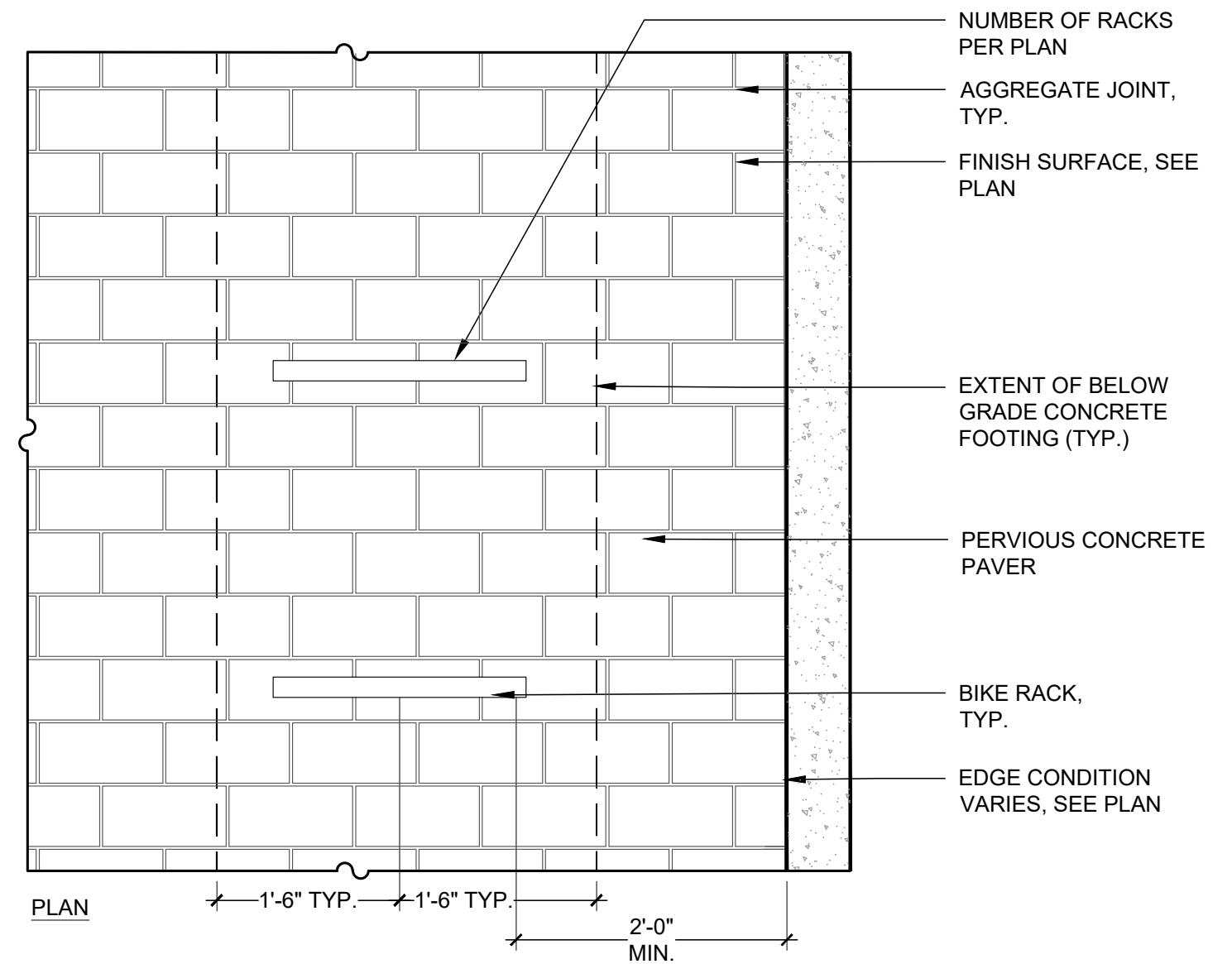
1. ORIENT FRAME JOINT 90 DEGREES TO CURB
2. PAVER GRATE SHALL BE INSTALLED AT HEIGHT TO ACCOMMODATE MESH, GEOTEXTILE FABRIC, SETTING BEDS, AND PAVERS WHILE MAINTAINING SMOOTH TRANSITION TO ADJACENT SURFACES. INNER PAVER GRATE FRAME TO EXCEED THE BOTTOM OF THE PAVERS BY 1" MAXIMUM TO PREVENT HORIZONTAL MOVEMENT.
3. ENSURE MESH EXTENDS TO EDGE OF INNER FRAME TO ENSURE EVEN PAVER BEDDING.
4. THE DESIGN INTENT IS THAT THE PERMEABLE PAVER ZONE WILL COMPRISE EITHER 18 OR 15 (SEE PLANS) FULL RUNNING BOND PAVER COURSES WITH NO CUTS. THE DIMENSION SHALL BE FULLY COORDINATED BETWEEN ACTUAL DIMENSIONS OF PAVERS, TREE GRATES AND SITE CONDITIONS. CONCRETE WALK SHALL BE CONSTRUCTED TO ACCOMMODATE THIS REQUIREMENT. IT IS THE CONTRACTORS RESPONSIBILITY TO COORDINATE BETWEEN TRADES AND CONSTRUCT MOCK-UPS AS REQUIRED IN ORDER TO DETERMINE EXACT DIMENSIONS.
5. ENSURE THAT PAVERS ARE RESTRAINED BY 1" MINIMUM THICKNESS BY TREE INSERT AT THE TREE OPENING.
6. CUT UNIT PAVERS TO FIT AROUND TREE OPENING ENSURING A SECURE FIT AGAINST PAVER GRATE SUSPENDED PAVEMENT SYSTEM TREE INSERT.
7. UNIT PAVER BEDDING TO NOT EXCEED $\frac{1}{4}$ " THICKNESS WHEN INSTALLED OVER PAVER GRATE.

H. PAVER GRATES (CONTINUED)

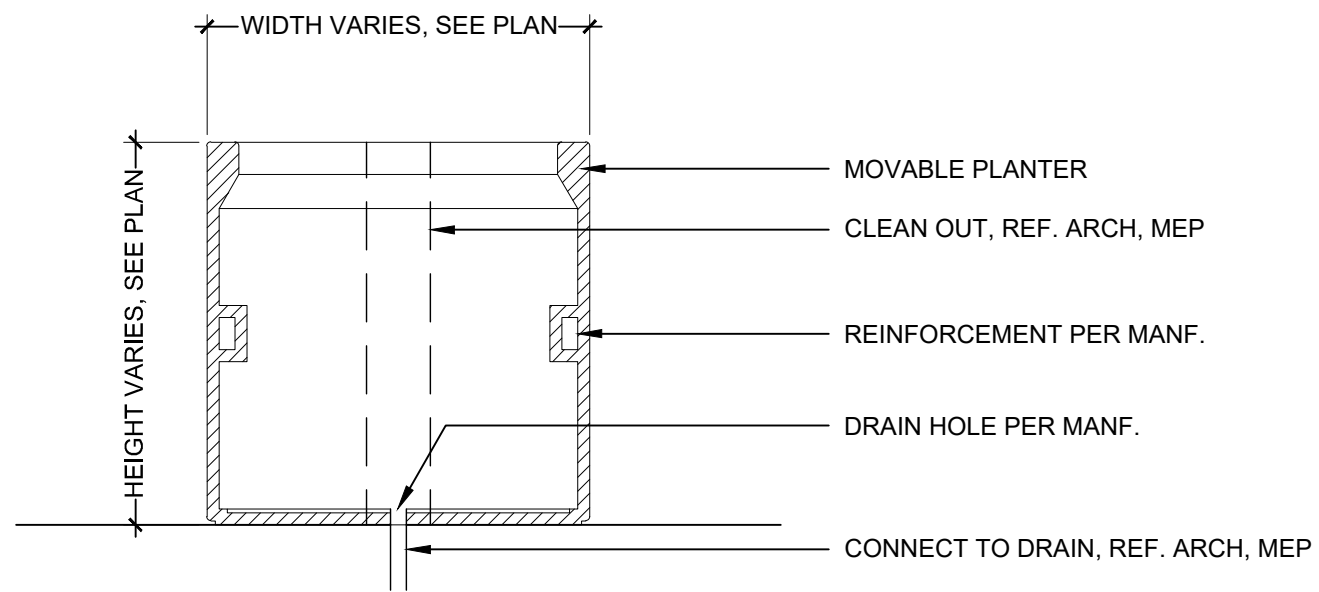


ELEVATION

I. BIKE RACK

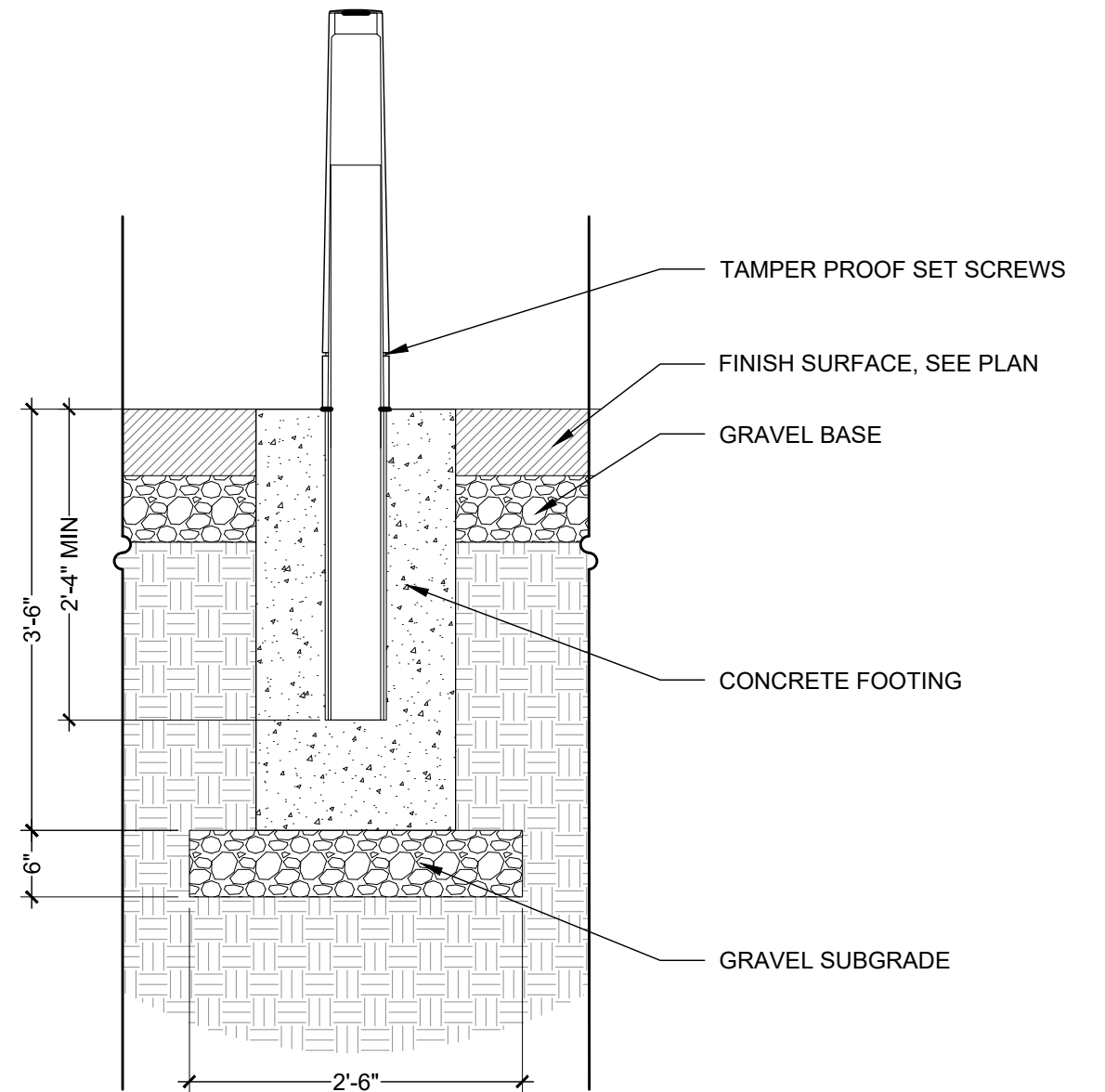


PLAN



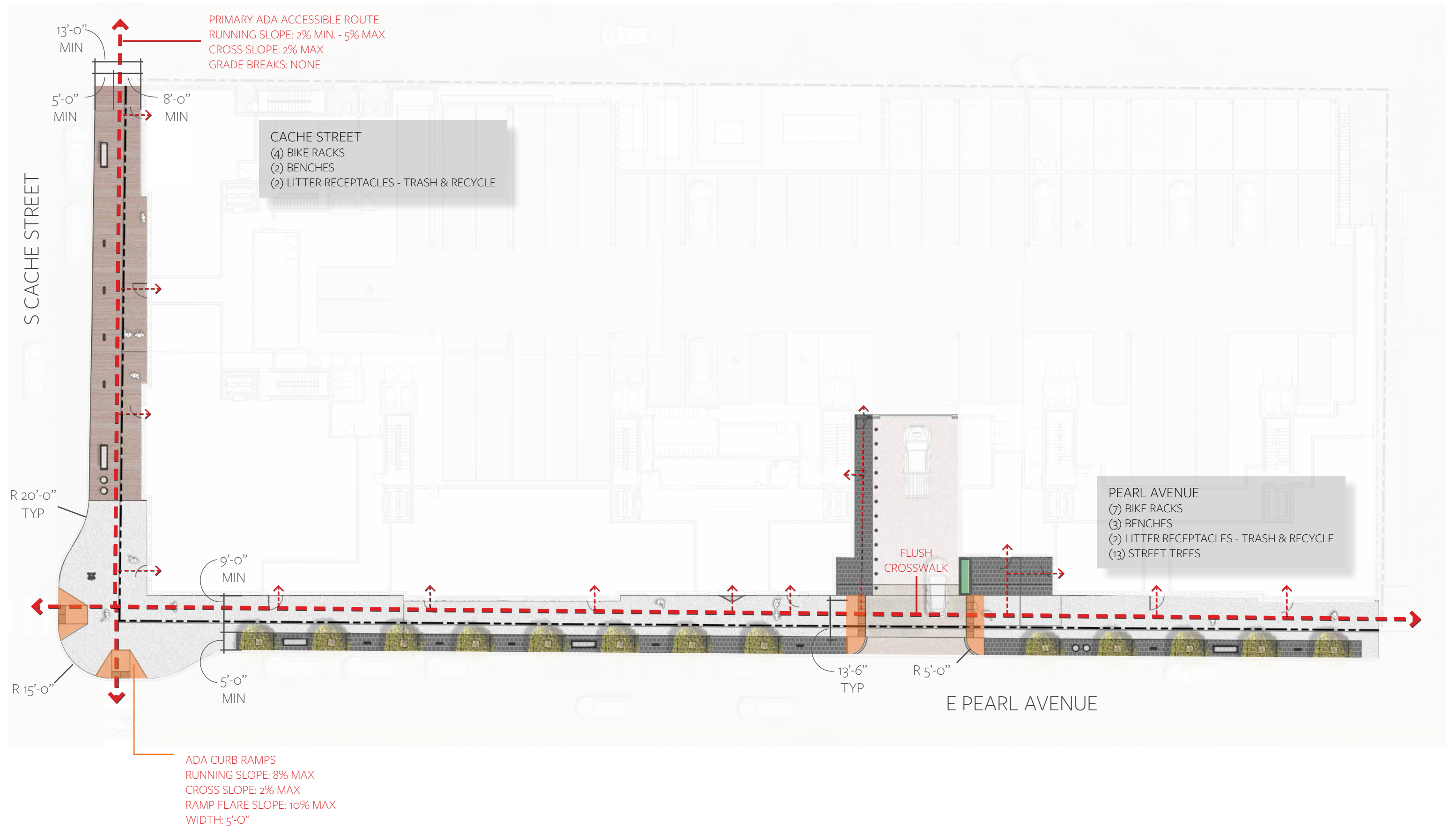
SECTION - TYPICAL

J. PLANTER IN SEATING AREA

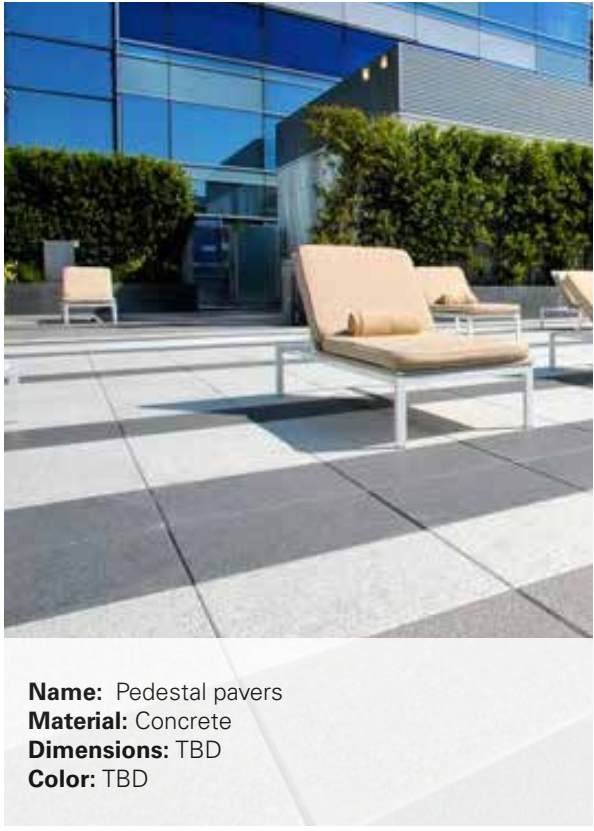
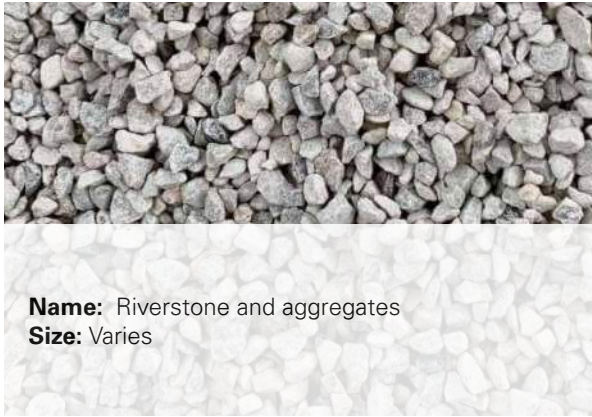
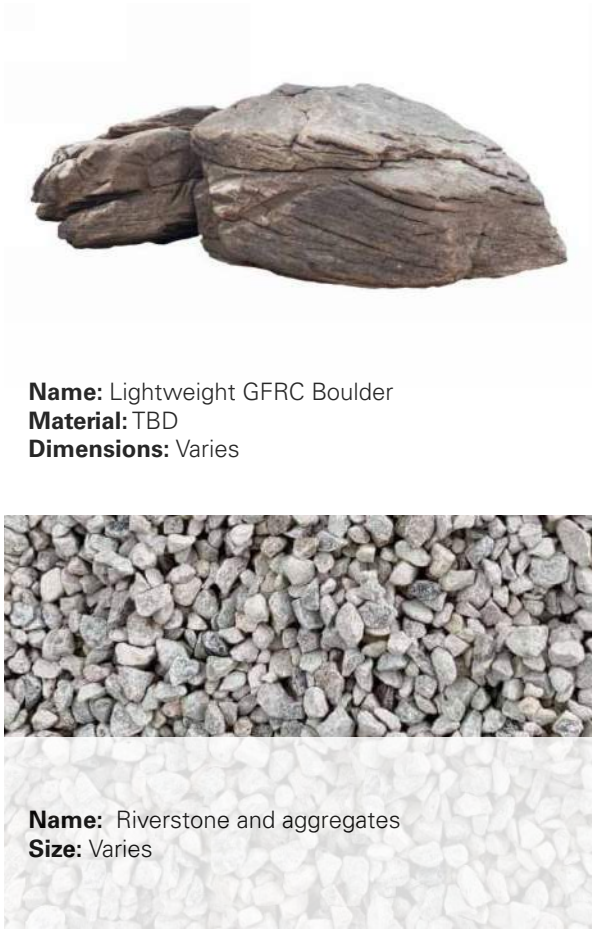


SECTION

K. BOLLARDS

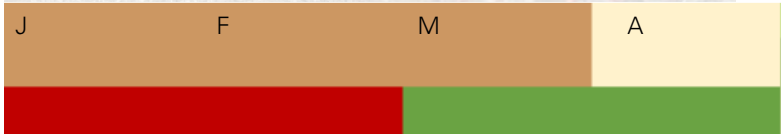


SECOND FLOOR EXTERIOR - VISUAL COURTYARD

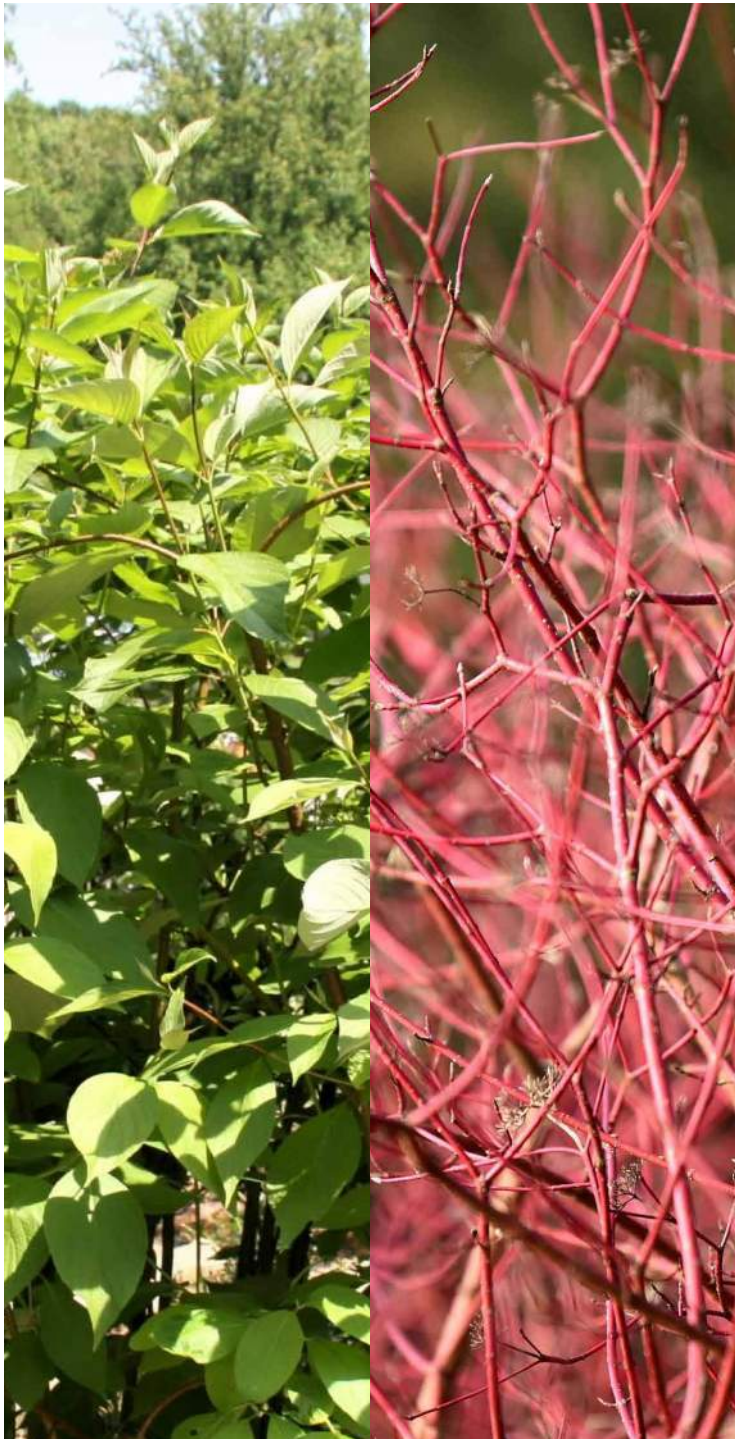




Botanical Name: *Crataegus viridis* 'Winter King'
Common Name: Green Hawthorn
Height: 15-20'
Spread: 15-20'



Botanical Name: *Amelanchier x grandiflora* 'Autumn Brilliance'
Common Name: Serviceberry
Height: 15-25'
Spread: 15-20'



Botanical Name: *Cornus sericea*
Common Name: Redtwig Dogwood
Height: 6-10'
Spread: 6-10'





Botanical Name: *Artemisia cana*
Common Name: Silver Sagebrush
Height: 1-6'
Spread: 2-3'



Botanical Name: *Festuca idahoensis*
Common Name: 'Siskiyou Blue' Idaho Fescue
Height: 15-18"
Spread: 12-15"



Botanical Name: *Bouteloua curtipendula*
Common Name: Sideoats Grama
Height: 8-24"
Spread: 8-12"



Botanical Name: *Juniperus horizontalis*
Common Name: Blue Chip Juniper
Height: 8-12"
Spread: 6-8"





Botanical Name: *Linum lewisii*
Common Name: Wild Blue Flax
Height: 1-2’
Spread: 12-18”



Botanical Name: *Penstemon strictus*
Common Name: Rocky Mountain Penstemon
Height: 18-24”
Spread: 12-18”



Botanical Name: *Campanula rotundiflora*
Common Name: Native Blue Harbell
Height: 6-18”
Spread: 12-18”

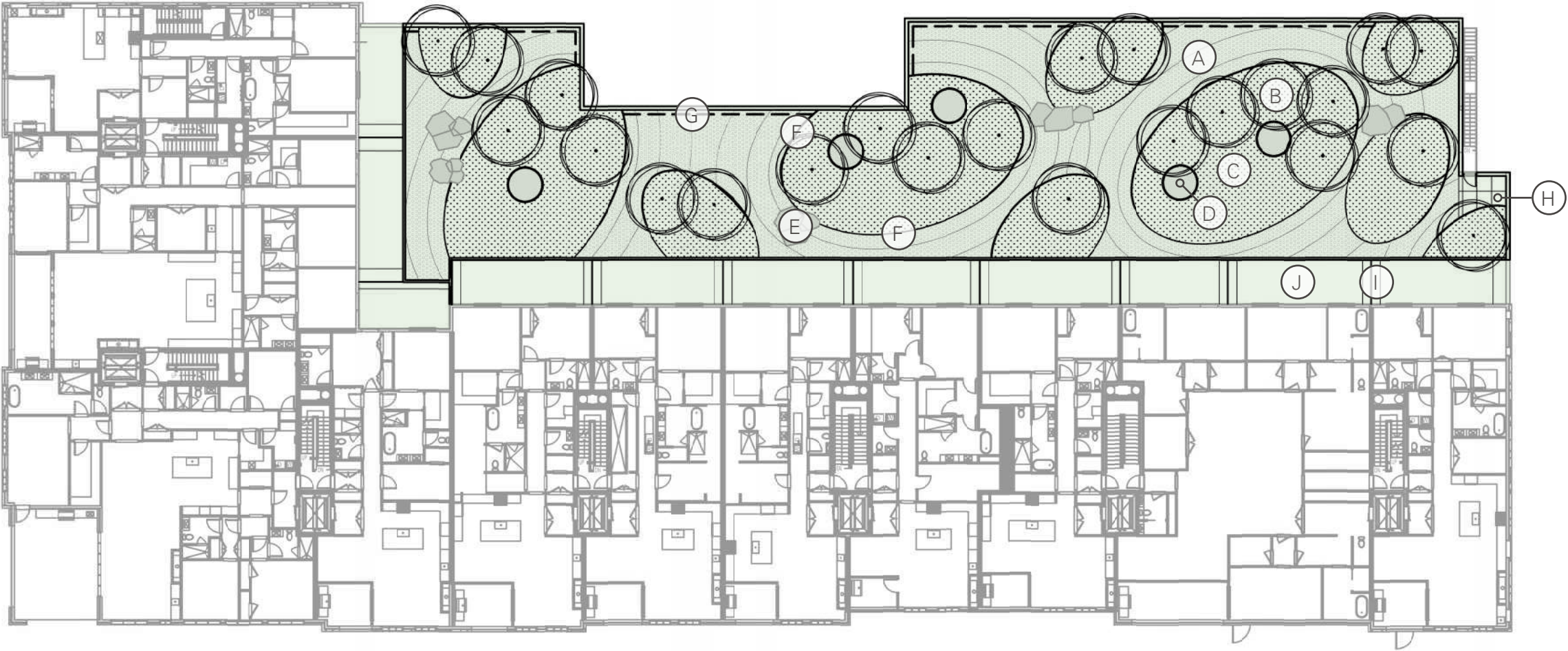


Botanical Name: *Osteospermum barberiae compactum* **PURPLE MOUNTAIN®**
Common Name: Sun Daisy, **PURPLE MOUNTAIN®**
Height: 8-10”
Spread: 10-12”



Botanical Name: *Dalea purpurea*
Common Name: Clover, Purple Prairie
Height: 2-3’
Spread: 1-2’





- LEGEND
- (A) ZEN GARDEN RIVERSTONE
 - (B) ORNAMENTAL TREE PLANTINGS
 - (C) PERENNIALS, GRASSES & GROUNDCOVERS
 - (D) LIGHTWELL
 - (E) LIGHTWEIGHT GFRC BOULDER
 - (F) METAL RETAINING WALL & CURB
 - (G) WOOD SCREEN
 - (H) PAVED LANDING
 - (I) SCREEN WALL WITH PLANTER BOXES
 - (J) RESIDENTIAL TERRACES

THIRD FLOOR EXTERIOR - ROOFTOP TERRACE



Name: Pedestal pavers
Material: Concrete
Dimensions: TBD
Color: TBD



Name: Shade Umbrella
Material: TBD
Dimensions: TBD
Color: TBD



Name: Planter
Material: Concrete with metal veneer
Dimensions: TBD
Color: TBD



Name: Fire Feature
Material: TBD
Dimensions: TBD
Color: TBD



Botanical Name: *Picea pungens*
Common Name: Blue Spruce
Height: 30-60'
Spread: 10-20'



Botanical Name: *Juniperus scopulorum*
Common Name: Rocky Mountain Juniper
Height: 20-30'
Spread: 10-15'



Botanical Name: *Prunus besseyi* 'Pawnee Buttes'
Common Name: Sand Cherry
Height: 15-30"
Spread: 4-6'



Botanical Name: *Cornus sericea*
Common Name: Redtwig Dogwood
Height: 6-10'
Spread: 6-10'





Botanical Name: *Artemisia cana*
Common Name: Silver Sagebrush
Height: 1-6'
Spread: 2-3'



Botanical Name: *Festuca idahoensis*
Common Name: 'Siskiyou Blue' Idaho Fescue
Height: 15-18"
Spread: 12-15"



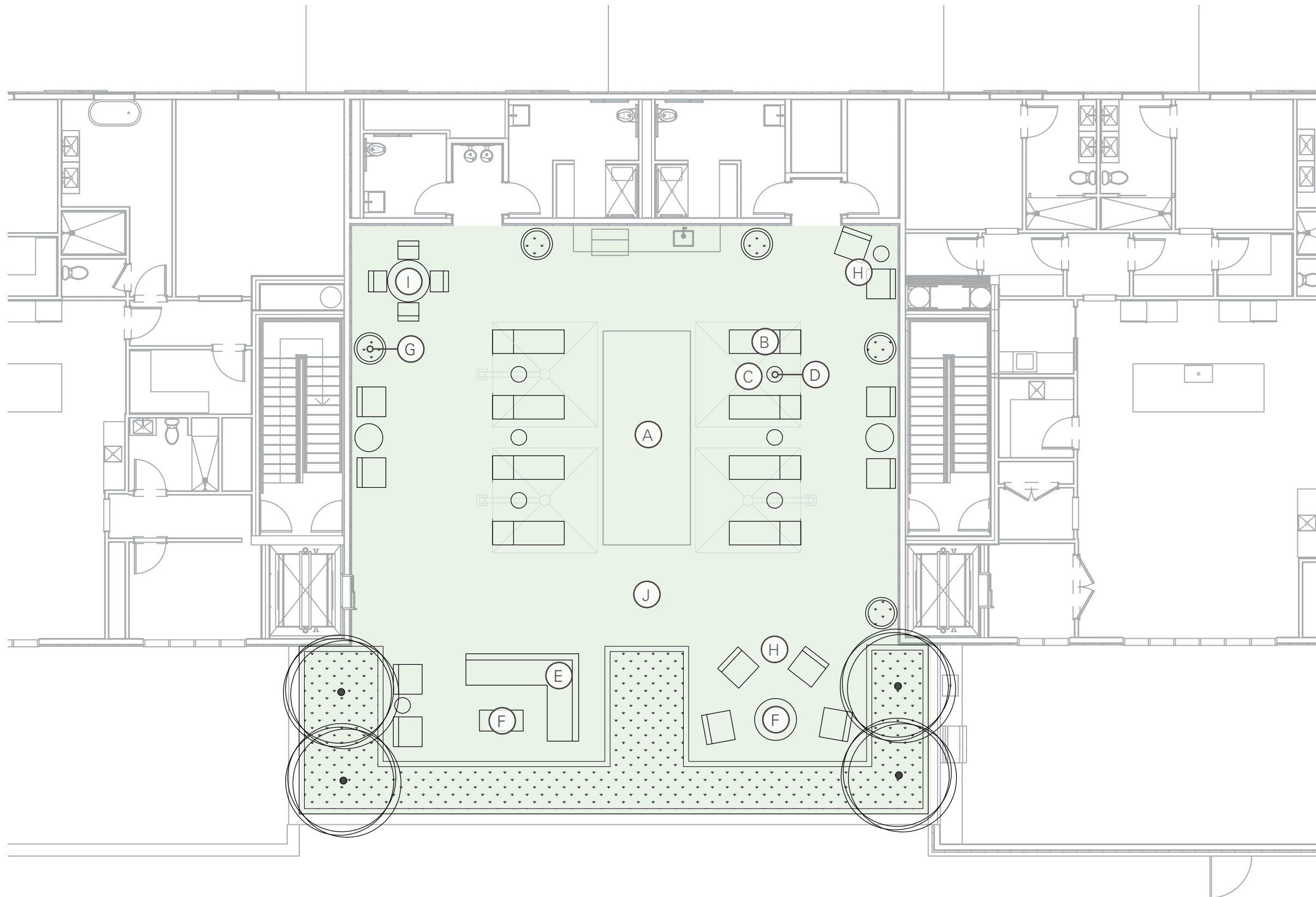
Botanical Name: *Bouteloua curtipendula*
Common Name: Sideoats Grama
Height: 8-24"
Spread: 8-12"



Botanical Name: *Juniperus horizontalis*
Common Name: Blue Chip Juniper
Height: 8-12"
Spread: 6-8"



ROOFTOP TERRACE DIAGRAM PLAN



- LEGEND
- (A) SPA FEATURE
 - (B) LOUNGE CHAIR
 - (C) UMBRELLA
 - (D) SIDE TABLE
 - (E) COUCH
 - (F) FIRE FEATURE
 - (G) MOVEABLE PLANTER
 - (H) ADIRONDACK CHAIR
 - (I) MOVEABLE TABLE & CHAIRS
 - (J) PEDESTAL PAVERS

CONSTRUCTION NOTES

- 1

THE IRRIGATION SYSTEM POINT-OF-CONNECTION (POC) SHALL BE DOWNSTREAM OF THE IRRIGATION WATER TAP AND METER INSTALLED BY OTHERS AT THE APPROXIMATE LOCATION SHOWN. INSTALL BACKFLOW PREVENTION UNIT AND MASTER VALVE ASSEMBLY AS INDICATED, SAME SIZE AS POC. VERIFY EXACT LOCATION OF POC WITH OWNER'S REPRESENTATIVE.
- 2

PEDESTAL / WALL MOUNT THE IRRIGATION CONTROLLER AT THE APPROXIMATE LOCATION SHOWN. COORDINATE ELECTRICAL POWER TO THE CONTROLLER WITH THE OWNER'S REPRESENTATIVE. CARE SHOULD BE TAKEN TO INSTALL THE IRRIGATION CONTROLLER IN A LOCATION THAT IS ACCESSIBLE FOR MAINTENANCE, AND SCREENED FROM VIEW EITHER BEHIND ENTRY WALLS, NEXT TO BUILDINGS, OR BEHIND PLANT MATERIAL. FINAL LOCATION TO BE APPROVED BY OWNER'S REPRESENTATIVE.
- 3

IRRIGATION SHOWN OUT OF LANDSCAPED AREA FOR CLARITY ONLY. INSTALL IRRIGATION COMPONENTS WITHIN LANDSCAPED AREA.
- 4

MAINLINE AND LATERAL LINES ARE SHOWN IN SAME SLEEVE FOR CLARITY ONLY. MAINLINE, CONTROL WIRES, AND LATERAL PIPE SHALL BE INSTALLED IN SEPARATE SLEEVES.
- 5

SLEEVES ARE SHOWN BROKEN-UP FOR CLARITY ONLY. MAINLINE, LATERALS, AND WIRES SLEEVES THAT CROSS EACH OTHER SHALL BE INSTALLED AS FULL SLEEVES. LINES SHOWN THROUGH OTHER LANDSCAPE FEATURES (POT LATERAL LINE THROUGH HANGING BASKET) SHALL BE ONE SOLID SLEEVE, NOT BROKEN UP AS SHOWN.

ESTIMATED ANNUAL WATER USE

THE IRRIGATION SYSTEM AS SHOWN ON THIS PLAN HAS AN ESTIMATED ANNUAL WATER USE OF 355,131 GALLONS. TO VERIFY EFFICIENT IRRIGATION SYSTEM OPERATION, THE OWNER SHALL COMPARE THIS ESTIMATED IRRIGATION WATER USE WITH ACTUAL WATER USE, AS RECORDED ON SITE, AFTER ALL PLANT MATERIAL HAS BEEN ESTABLISHED.

THE ESTIMATED ANNUAL IRRIGATION WATER USE OF THIS SYSTEM IS BASED ON 30-YEARS AVERAGE EVAPOTRANSPIRATION RATES (ET) FOR THE LOCAL AREA AND TYPICAL NEW IRRIGATION SYSTEM EQUIPMENT EFFICIENCIES. MAJOR DEVIATIONS FROM THIS ESTIMATE USE SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER AND CURRENT IRRIGATION MAINTENANCE COMPANY AT THE TIME OF THE DEVIATION.

TO VERIFY EFFICIENT IRRIGATION SYSTEM OPERATION AND WATER USE, AN IRRIGATION SYSTEM EVALUATION AND AUDIT SHOULD BE PERFORMED.

CONCEPTUAL IRRIGATION LEGEND

- BED SPRAY (ORNAMENTAL BEDS)
TO BE IRRIGATED WITH 12-INCH POP-UP SPRINKLERS WITH PRESSURE REGULATION, CHECK VALVES, AND HIGH EFFICIENCY NOZZLES
- BED SPRAY (SEDUM BEDS)
TO BE IRRIGATED WITH 12-INCH POP-UP SPRINKLERS WITH PRESSURE REGULATION, CHECK VALVES, AND HIGH EFFICIENCY NOZZLES
- SHRUBS AND PERENNIALS
TO BE IRRIGATED USING INLINE EMITTER DRIP TUBING WITH CHECK VALVES 0.6 GPM EMITTER, AT 12 INCHES ON CENTER TUBING ROWS SPACED 12 INCHES APART
- TREE BUBBLERS
TO BE IRRIGATED WITH TWO (2) TREE BUBBLERS PER TREE

CONCEPTUAL IRRIGATION NOTES

- 1

THE IRRIGATION SYSTEM POINT-OF-CONNECTION (POC) SHALL BE DOWNSTREAM OF THE IRRIGATION WATER TAP AND METER INSTALLED BY THE UTILITY CONTRACTOR AT THE APPROXIMATE LOCATION SHOWN. IRRIGATION CONTRACTOR TO INSTALL BACKFLOW PREVENTION UNIT, SAME SIZE AS POC. VERIFY EXACT LOCATION OF POC WITH OWNER'S REPRESENTATIVE.
- 2

IRRIGATION CONTRACTOR TO WALL MOUNT THE IRRIGATION CONTROLLER AT THE APPROXIMATE LOCATION SHOWN. ELECTRICAL POWER TO THE CONTROLLER TO BE PROVIDED BY THE ELECTRICAL CONTRACTOR, TERMINATED IN A JUNCTION BOX FOR HARD-WIRE CONNECTION TO THE IRRIGATION CONTROLLER. CARE SHOULD BE TAKEN TO INSTALL THE IRRIGATION CONTROLLER IN A LOCATION THAT IS ACCESSIBLE FOR MAINTENANCE, AND SCREENED FROM VIEW EITHER BEHIND ENTRY WALLS, NEXT TO BUILDINGS, OR BEHIND PLANT MATERIAL. FINAL LOCATION TO BE APPROVED BY OWNER'S REPRESENTATIVE.

IRRIGATION LEGEND

- SLEEVES: CLASS 200 PVC
- POINT-OF-CONNECTION ASSEMBLY
- MAINLINE PIPE: CLASS 200 PVC
X-INCH SIZE UNLESS OTHERWISE INDICATED
- LATERAL PIPE TO SPRINKLERS: CLASS 200 PVC
1-INCH SIZE UNLESS OTHERWISE INDICATED
- UNCONNECTED PIPE CROSSING
- INLINE DRIP TUBING: NETAFIM TLCV26-12 WITH RAINBIRD XQF DRIPLINE HEADER
- REMOTE CONTROL VALVE ASSEMBLY FOR SPRINKLER LATERALS:
RAIN BIRD PEB (SIZED PER PLAN)
- REMOTE CONTROL DRIP VALVE ASSEMBLY: RAIN BIRD XCZ-100-PRB-COM
- QUICK COUPLING VALVE ASSEMBLY: RAIN BIRD 5RC/SNP
- ISOLATION GATE VALVE ASSEMBLY: NIBCO T-136
- FLOW SENSOR ASSEMBLY: RAIN BIRD FSXXXB
- BACKFLOW PREVENTION ASSEMBLY: FEBCO 825YA
- MASTER VALVE ASSEMBLY: RAIN BIRD PESB
- POP-UP SPRAY SPRINKLER: HUNTER PROS-06-PRS30-CV W/8 SERIES NOZZLE
PRESSURE: 30 PSI RADIUS: 8 FEET
FLOW (GPM): Q-0.24 H-0.47 F-0.97
- POP-UP SPRAY SPRINKLER: HUNTER PROS-06-PRS30-CV W/10 SERIES NOZZLE
PRESSURE: 30 PSI RADIUS: 10 FEET
FLOW (GPM): Q-0.42 H-0.88 F-1.59
- POP-UP SPRAY SPRINKLER: HUNTER PROS-06-PRS30-CV W/12 SERIES NOZZLE
PRESSURE: 30 PSI RADIUS: 12 FEET
FLOW (GPM): Q-0.67 H-1.30 F-2.70
- POP-UP SPRAY SPRINKLER: HUNTER PROS-06-PRS30-CV W/15 SERIES NOZZLE
PRESSURE: 30 PSI RADIUS: 15 FEET
FLOW (GPM): Q-0.97 H-1.86 F-3.75
- POP-UP SPRAY SPRINKLER: HUNTER PROS-06-PRS30-CV W/ ADJUSTABLE NOZZLE
PRESSURE: 30 PSI RADIUS: 5 FEET TO 15 FEET
FLOW (GPM): 08A-0.44 10A-0.50 12A-0.32 15A-0.47
- POP-UP SPRAY SPRINKLER: HUNTER PROS-06-PRS30-CV W/15SS SERIES NOZZLE
PRESSURE: 30 PSI RADIUS: 5 FEET X 15 FEET
FLOW (GPM): ES515-0.65 SS530-1.30
- POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MP1000 NOZZLES
PRESSURE: 40 PSI RADIUS: 8 FEET TO 15 FEET
FLOW (GPM): M-0.42 L-0.63 O-0.84
- POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MP2000 NOZZLES
PRESSURE: 40 PSI RADIUS: 13 FEET TO 21 FEET
FLOW (GPM): K-0.77 G-1.10 R-1.48
- POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MP3000 NOZZLES
PRESSURE: 40 PSI RADIUS: 22 FEET TO 30 FEET
FLOW (GPM): B-1.82 Y-2.73 A-3.64
- POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MP3500 NOZZLE
PRESSURE: 40 PSI RADIUS: 31 FEET TO 35 FEET
FLOW (GPM): 90°-1.28 180°-2.86 210°-3.29
- POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MPCORNER NOZZLE
PRESSURE: 40 PSI RADIUS: 8 FEET TO 14 FEET
FLOW (GPM): 45°-0.19 90°-0.39 105°-0.45
- POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MPSTRIP NOZZLES
PRESSURE: 40 PSI RADIUS: ADJUSTABLE RECTANGULAR SPRAY
FLOW (GPM): SST - 4'X24'-0.34 5'X30'-0.47 LCS/RCS - 4'X12'-0.17 5'X15'-0.23
- POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MP800SR NOZZLES
PRESSURE: 40 PSI RADIUS: 6 FEET TO 12 FEET
FLOW (GPM): 90°-0.23 180°-0.42 210°-0.43 360°-0.78
- POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MP815 NOZZLES
PRESSURE: 40 PSI RADIUS: 8 FEET TO 15 FEET
FLOW (GPM): M-0.93 L-1.40 O-1.87
- TREE BUBBLER ASSEMBLY: XXX (Y) RAIN BIRD 140ZZZ BUBBLERS
PRESSURE: 30 PSI
FLOW (GPM): X.YY PER BUBBLER; X.ZZ PER ASSEMBLY
- GROUNDING AND SURGE ARRESTOR ASSEMBLY: RAIN BIRD LSP-1TURF
- WEATHER SENSOR: CONTACT HINES INC FOR WEATHER SENSOR SPECIFICATION

- INDICATES CONTROLLER AND STATION NUMBER
- INDICATES LATERAL DISCHARGE (GPM)
- INDICATES VALVE SIZE (INCHES)
- INDICATES LANDSCAPE APPLICATION

- IRRIGATION CONTROLLER UNIT WITH [EDIT FOR WEATHER SENSOR]
[EDIT FOR COMMUNICATION]
CONTROLLER A: BASELINE 3200

- LATERAL PIPE TO TREE DRIP EMITTERS: UV RADIATION RESISTANT POLYETHYLENE 3/4-INCH SIZE UNLESS OTHERWISE INDICATED, ROUTING IS DIAGRAMMATIC

INSTALLATION GENERAL NOTES

1.

THE SYSTEM DESIGN ASSUMES A MINIMUM DYNAMIC PRESSURE FOR THE IRRIGATION SYSTEM OF XX PSI (PER CITY ENGINEER), AT A MAXIMUM DISCHARGE OF 10 GPM AT THE 3/4-INCH IRRIGATION POINT-OF-CONNECTION (POC). TAP, METER, BACKFLOW PREVENTER, AND MASTER VALVE SHALL ALL BE THE SAME SIZE. VERIFY PRESSURE AND FLOW ON SITE PRIOR TO CONSTRUCTION.
2.

READ THOROUGHLY AND BECOME FAMILIAR WITH THE SPECIFICATIONS AND INSTALLATION DETAILS FOR THIS AND RELATED WORK PRIOR TO CONSTRUCTION.
3.

COORDINATE UTILITY LOCATES ("CALL BEFORE YOU DIG") OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
4.

DO NOT PROCEED WITH THE INSTALLATION OF THE IRRIGATION SYSTEM WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS OR GRADE DIFFERENCES EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. IF DISCREPANCIES IN CONSTRUCTION DETAILS, LEGEND, NOTES, OR SPECIFICATIONS ARE DISCOVERED, BRING ALL SUCH OBSTRUCTIONS OR DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE.
5.

THE DRAWINGS ARE DIAGRAMMATIC. THEREFORE, THE FOLLOWING SHOULD BE NOTED:

A.

ALTHOUGH IRRIGATION COMPONENTS MAY BE SHOWN OUTSIDE PLANTING AREAS FOR CLARITY, INSTALL IRRIGATION PIPE AND WIRING IN LANDSCAPED AREAS WHENEVER POSSIBLE.

B.

TREE AND SHRUB LOCATIONS AS SHOWN ON LANDSCAPE PLANS TAKE PRECEDENCE OVER IRRIGATION EQUIPMENT LOCATIONS. AVOID CONFLICTS BETWEEN THE IRRIGATION SYSTEM, PLANTING MATERIALS, AND ARCHITECTURAL FEATURES.

C.

USE ONLY STANDARD TEES AND ELBOW FITTINGS. USE OF TEES IN THE BULLNOSE CONFIGURATION, OR USE OF CROSS TYPE FITTINGS IS NOT ALLOWED.
6.

PROVIDE THE FOLLOWING COMPONENTS TO THE OWNER PRIOR TO THE COMPLETION OF THE PROJECT:

A.

TWO (2) OPERATING KEYS FOR EACH TYPE OF MANUALLY OPERATED VALVES.

B.

TWO (2) OF EACH SERVICING WRENCH OR TOOL NEEDED FOR COMPLETE ACCESS, ADJUSTMENT, AND REPAIR OF ALL ROTARY SPRINKLERS.
7.

SELECT NOZZLES FOR SPRAY AND ROTARY SPRINKLERS WITH ARCS WHICH PROVIDE COMPLETE AND ADEQUATE COVERAGE WITH MINIMUM OVERSPRAY FOR THE SITE CONDITIONS. CAREFULLY ADJUST THE RADIUS OF THROW AND ARC OF COVERAGE OF EACH ROTARY SPRINKLER TO PROVIDE THE BEST PERFORMANCE.
8.

THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF IRRIGATION SLEEVING. SLEEVES ARE REQUIRED FOR BOTH PIPING AND ELECTRICAL WIRING AT EACH HARDSCAPE CROSSING. COORDINATE INSTALLATION OF SLEEVING WITH OTHER TRADES. ANY PIPE OR WIRE WHICH PASSES BENEATH EXISTING HARDSCAPE WHERE SLEEVING WAS NOT INSTALLED WILL REQUIRE HORIZONTAL BORING BY THE IRRIGATION CONTRACTOR. PIPE SLEEVES SHALL BE SIZED TWICE THE NOMINAL SIZE OF THE PIPE PASSING THROUGH.
9.

INSTALL ALL ELECTRICAL POWER TO THE IRRIGATION CONTROL SYSTEM IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE AND ALL APPLICABLE LOCAL ELECTRIC UTILITY CODES.
10.

THE FOLLOWING SHOULD BE NOTED REGARDING PIPE SIZING: IF A SECTION OF UNSIZED PIPE IS LOCATED BETWEEN TWO IDENTICALLY SIZED SECTIONS, THE UNSIZED PIPE IS THE SAME NOMINAL SIZE AS THE TWO SIZED SECTIONS. THE UNSIZED PIPE SHOULD NOT BE CONFUSED WITH THE DEFAULT PIPE SIZE NOTED IN THE LEGEND.
11.

INSTALL TWO (2) #14 AWG CONTROL WIRES ON STANDARD WIRE SYSTEMS OR ONE (1) #14 AWG TWO-WIRE PAIR ON TWO-WIRE SYSTEMS, FOR USE AS SPARES. INSTALL SPARE WIRES FROM CONTROLLER LOCATION TO EACH DEAD-END OF MAINLINE. COIL 3 FEET OF WIRE IN VALVE BOX.

IRRIGATION LEGEND

	SLEEVES: CLASS 200 PVC		POP-UP SPRAY SPRINKLER: HUNTER PROS-06-PRS30-CV W/8 SERIES NOZZLE PRESSURE: 30 PSI RADIUS: 8 FEET FLOW (GPM): Q-0.24 H-0.47 F-0.97
	POINT-OF-CONNECTION ASSEMBLY		POP-UP SPRAY SPRINKLER: HUNTER PROS-06-PRS30-CV W/10 SERIES NOZZLE PRESSURE: 30 PSI RADIUS: 10 FEET FLOW (GPM): Q-0.42 H-0.88 F-1.59
	MAINLINE PIPE: CLASS 200 PVC X-INCH SIZE UNLESS OTHERWISE INDICATED		POP-UP SPRAY SPRINKLER: HUNTER PROS-06-PRS30-CV W/12 SERIES NOZZLE PRESSURE: 30 PSI RADIUS: 12 FEET FLOW (GPM): Q-0.67 H-1.30 F-2.70
	LATERAL PIPE TO SPRINKLERS: CLASS 200 PVC 1-INCH SIZE UNLESS OTHERWISE INDICATED		POP-UP SPRAY SPRINKLER: HUNTER PROS-06-PRS30-CV W/15 SERIES NOZZLE PRESSURE: 30 PSI RADIUS: 15 FEET FLOW (GPM): Q-0.97 H-1.86 F-3.75
	UNCONNECTED PIPE CROSSING		POP-UP SPRAY SPRINKLER: HUNTER PROS-06-PRS30-CV W/ ADJUSTABLE NOZZLE PRESSURE: 30 PSI RADIUS: 5 FEET TO 15 FEET FLOW (GPM): 08A-0.44 10A-0.50 12A-0.32 15A-0.47
	INLINE DRIP TUBING: NETAFIM TLCV26-12 WITH RAINBIRD XQF DRIPLINE HEADER		POP-UP SPRAY SPRINKLER: HUNTER PROS-06-PRS30-CV W/15SS SERIES NOZZLE PRESSURE: 30 PSI RADIUS: 5 FEET X 15 FEET FLOW (GPM): ES515-0.65 SS530-1.30
	REMOTE CONTROL VALVE ASSEMBLY FOR SPRINKLER LATERALS: RAIN BIRD PEB (SIZED PER PLAN)		POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MP1000 NOZZLES PRESSURE: 40 PSI RADIUS: 8 FEET TO 15 FEET FLOW (GPM): M-0.42 L-0.63 O-0.84
	REMOTE CONTROL DRIP VALVE ASSEMBLY: RAIN BIRD XCZ-100-PRB-COM		POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MP2000 NOZZLES PRESSURE: 40 PSI RADIUS: 13 FEET TO 21 FEET FLOW (GPM): K-0.77 G-1.10 R-1.48
	QUICK COUPLING VALVE ASSEMBLY: RAIN BIRD SRC/SNP		POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MP3000 NOZZLES PRESSURE: 40 PSI RADIUS: 22 FEET TO 30 FEET FLOW (GPM): B-1.82 Y-2.73 A-3.64
	ISOLATION GATE VALVE ASSEMBLY: NIBCO T-136		POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MP3500 NOZZLE PRESSURE: 40 PSI RADIUS: 31 FEET TO 35 FEET FLOW (GPM): 90"-1.28 180"-2.86 210"-3.29
	FLOW SENSOR ASSEMBLY: RAIN BIRD FSXXXB		POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MPCORNER NOZZLE PRESSURE: 40 PSI RADIUS: 8 FEET TO 14 FEET FLOW (GPM): 45"-0.19 90"-0.39 105"-0.45
	BACKFLOW PREVENTION ASSEMBLY: FEBCO 825YA		POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MP800SR NOZZLES PRESSURE: 40 PSI RADIUS: 6 FEET TO 12 FEET FLOW (GPM): 90"-0.23 180"-0.42 210"-0.43 360"-0.78
	MASTER VALVE ASSEMBLY: RAIN BIRD PESB		POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MP815 NOZZLES PRESSURE: 40 PSI RADIUS: 8 FEET TO 15 FEET FLOW (GPM): M-0.93 L-1.40 O-1.87
	INDICATES CONTROLLER AND STATION NUMBER		
	INDICATES LATERAL DISCHARGE (GPM)		
	INDICATES VALVE SIZE (INCHES)		
	INDICATES LANDSCAPE APPLICATION		
	IRRIGATION CONTROLLER UNIT WITH [EDIT FOR WEATHER SENSOR] [EDIT FOR COMMUNICATION] CONTROLLER A: BASELINE 3200		
	LATERAL PIPE TO TREE DRIP EMITTERS: UV RADIATION RESISTANT POLYETHYLENE 3/4-INCH SIZE UNLESS OTHERWISE INDICATED, ROUTING IS DIAGRAMMATIC		
	TREE BUBBLER ASSEMBLY: XXX (Y) RAIN BIRD 140ZZZ BUBBLERS PRESSURE: 30 PSI FLOW (GPM): X.YY PER BUBBLER; X.ZZ PER ASSEMBLY		
	GROUNDING AND SURGE ARRESTOR ASSEMBLY: RAIN BIRD LSP-1TURF		
	WEATHER SENSOR: CONTACT HINES INC FOR WEATHER SENSOR SPECIFICATION		

INSTALLATION GENERAL NOTES

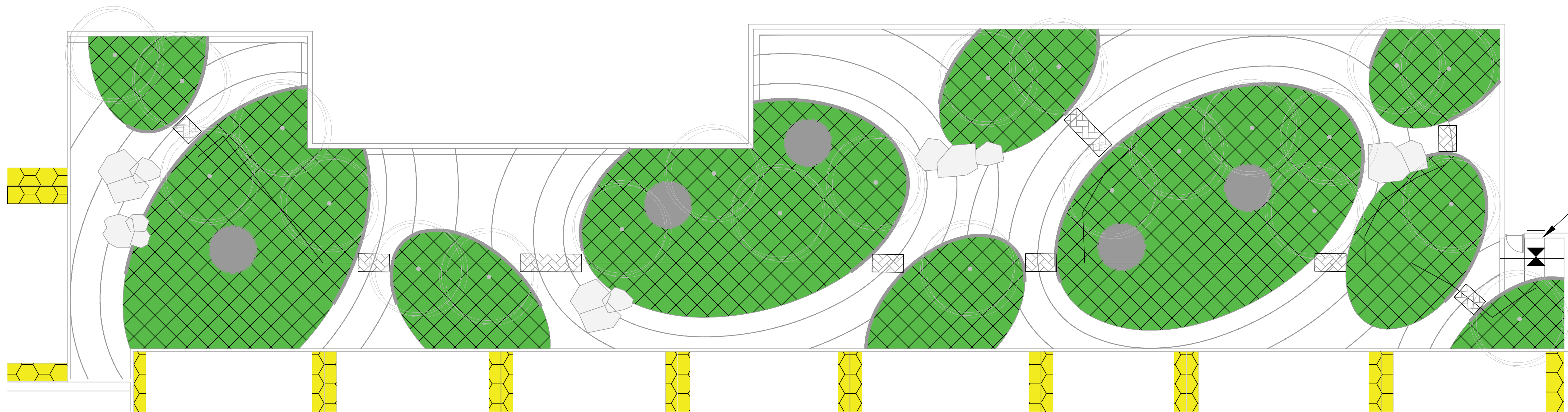
- THE SYSTEM DESIGN ASSUMES A MINIMUM DYNAMIC PRESSURE FOR THE IRRIGATION SYSTEM OF XX PSI (PER CITY ENGINEER), AT A MAXIMUM DISCHARGE OF 10 GPM AT THE 3/4-INCH IRRIGATION POINT-OF-CONNECTION (POC), TAP, METER, BACKFLOW PREVENTER, AND MASTER VALVE SHALL ALL BE THE SAME SIZE. VERIFY PRESSURE AND FLOW ON SITE PRIOR TO CONSTRUCTION.
- READ THOROUGHLY AND BECOME FAMILIAR WITH THE SPECIFICATIONS AND INSTALLATION DETAILS FOR THIS AND RELATED WORK PRIOR TO CONSTRUCTION.
- COORDINATE UTILITY LOCATES ("CALL BEFORE YOU DIG") OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
- DO NOT PROCEED WITH THE INSTALLATION OF THE IRRIGATION SYSTEM WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS OR GRADE DIFFERENCES EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. IF DISCREPANCIES IN CONSTRUCTION DETAILS, LEGEND, NOTES, OR SPECIFICATIONS ARE DISCOVERED, BRING ALL SUCH OBSTRUCTIONS OR DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE.
- THE DRAWINGS ARE DIAGRAMMATIC. THEREFORE, THE FOLLOWING SHOULD BE NOTED:
 - ALTHOUGH IRRIGATION COMPONENTS MAY BE SHOWN OUTSIDE PLANTING AREAS FOR CLARITY, INSTALL IRRIGATION PIPE AND WIRING IN LANDSCAPED AREAS WHENEVER POSSIBLE.
 - TREE AND SHRUB LOCATIONS AS SHOWN ON LANDSCAPE PLANS TAKE PRECEDENCE OVER IRRIGATION EQUIPMENT LOCATIONS. AVOID CONFLICTS BETWEEN THE IRRIGATION SYSTEM, PLANTING MATERIALS, AND ARCHITECTURAL FEATURES.
 - USE ONLY STANDARD TEES AND ELBOW FITTINGS. USE OF TEES IN THE BULLNOSE CONFIGURATION, OR USE OF CROSS TYPE FITTINGS IS NOT ALLOWED.
- PROVIDE THE FOLLOWING COMPONENTS TO THE OWNER PRIOR TO THE COMPLETION OF THE PROJECT:
 - TWO (2) OPERATING KEYS FOR EACH TYPE OF MANUALLY OPERATED VALVES.
 - TWO (2) OF EACH SERVICING WRENCH OR TOOL NEEDED FOR COMPLETE ACCESS, ADJUSTMENT, AND REPAIR OF ALL ROTARY SPRINKLERS.
- SELECT NOZZLES FOR SPRAY AND ROTARY SPRINKLERS WITH ARCS WHICH PROVIDE COMPLETE AND ADEQUATE COVERAGE WITH MINIMUM OVERSPRAY FOR THE SITE CONDITIONS. CAREFULLY ADJUST THE RADIUS OF THROW AND ARC OF COVERAGE OF EACH ROTARY SPRINKLER TO PROVIDE THE BEST PERFORMANCE.
- THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF IRRIGATION SLEEVING. SLEEVES ARE REQUIRED FOR BOTH PIPING AND ELECTRICAL WIRING AT EACH HARDSCAPE CROSSING. COORDINATE INSTALLATION OF SLEEVING WITH OTHER TRADES. ANY PIPE OR WIRE WHICH PASSES BENEATH EXISTING HARDSCAPE WHERE SLEEVING WAS NOT INSTALLED WILL REQUIRE HORIZONTAL BORING BY THE IRRIGATION CONTRACTOR. PIPE SLEEVES SHALL BE SIZED TWICE THE NOMINAL SIZE OF THE PIPE PASSING THROUGH.
- INSTALL ALL ELECTRICAL POWER TO THE IRRIGATION CONTROL SYSTEM IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE AND ALL APPLICABLE LOCAL ELECTRIC UTILITY CODES.
- THE FOLLOWING SHOULD BE NOTED REGARDING PIPE SIZING: IF A SECTION OF UNSIZED PIPE IS LOCATED BETWEEN TWO IDENTICALLY SIZED SECTIONS, THE UNSIZED PIPE IS THE SAME NOMINAL SIZE AS THE TWO SIZED SECTIONS. THE UNSIZED PIPE SHOULD NOT BE CONFUSED WITH THE DEFAULT PIPE SIZE NOTED IN THE LEGEND.
- INSTALL TWO (2) #14 AWG CONTROL WIRES ON STANDARD WIRE SYSTEMS OR ONE (1) #14 AWG TWO-WIRE PAIR ON TWO-WIRE SYSTEMS, FOR USE AS SPARES. INSTALL SPARE WIRES FROM CONTROLLER LOCATION TO EACH DEAD-END OF MAINLINE. COIL 3 FEET OF WIRE IN VALVE BOX.

CONCEPTUAL IRRIGATION LEGEND

	BED SPRAY (ORNAMENTAL BEDS) TO BE IRRIGATED WITH 12-INCH POP-UP SPRINKLERS WITH PRESSURE REGULATION, CHECK VALVES, AND HIGH EFFICIENCY NOZZLES
	BED SPRAY (SEDUM BEDS) TO BE IRRIGATED WITH 12-INCH POP-UP SPRINKLERS WITH PRESSURE REGULATION, CHECK VALVES, AND HIGH EFFICIENCY NOZZLES
	SHRUBS AND PERENNIALS TO BE IRRIGATED USING INLINE EMITTER DRIP TUBING WITH CHECK VALVES 0.6 GPM EMITTER, AT 12 INCHES ON CENTER TUBING ROWS SPACED 12 INCHES APART
	TREE BUBBLERS TO BE IRRIGATED WITH TWO (2) TREE BUBBLERS PER TREE

CONSTRUCTION NOTES

- THE IRRIGATION SYSTEM POINT-OF-CONNECTION (POC) SHALL BE DOWNSTREAM OF THE IRRIGATION WATER TAP AND METER INSTALLED BY OTHERS AT THE APPROXIMATE LOCATION SHOWN. INSTALL BACKFLOW PREVENTION UNIT AND MASTER VALVE ASSEMBLY AS INDICATED, SAME SIZE AS POC. VERIFY EXACT LOCATION OF POC WITH OWNERS REPRESENTATIVE.
- PEDESTAL / WALL MOUNT THE IRRIGATION CONTROLLER AT THE APPROXIMATE LOCATION SHOWN. COORDINATE ELECTRICAL POWER TO THE CONTROLLER WITH THE OWNERS REPRESENTATIVE. CARE SHOULD BE TAKEN TO INSTALL THE IRRIGATION CONTROLLER IN A LOCATION THAT IS ACCESSIBLE FOR MAINTENANCE, AND SCREENED FROM VIEW EITHER BEHIND ENTRY WALLS, NEXT TO BUILDINGS, OR BEHIND PLANT MATERIAL. FINAL LOCATION TO BE APPROVED BY OWNER'S REPRESENTATIVE.
- IRRIGATION SHOWN OUT OF LANDSCAPED AREA FOR CLARITY ONLY. INSTALL IRRIGATION COMPONENTS WITHIN LANDSCAPED AREA.
- MAINLINE AND LATERAL LINES ARE SHOWN IN SAME SLEEVE FOR CLARITY ONLY. MAINLINE, CONTROL WIRES, AND LATERAL PIPE SHALL BE INSTALLED IN SEPARATE SLEEVES.
- SLEEVES ARE SHOWN BROKEN-UP FOR CLARITY ONLY. MAINLINE, LATERALS, AND WIRES SLEEVES THAT CROSS EACH OTHER SHALL BE INSTALLED AS FULL SLEEVES. LINES SHOWN THROUGH OTHER LANDSCAPE FEATURES (POT LATERAL LINE THROUGH HANGING BASKET) SHALL BE ONE SOLID SLEEVE, NOT BROKEN UP AS SHOWN.



POC 1
SIZE: 3/4-INCH
FLOW: 10 GPM
PRESSURE: 50 PSI

IRRIGATION LEGEND

	SLEEVES: CLASS 200 PVC
	POINT-OF-CONNECTION ASSEMBLY
	MAINLINE PIPE: CLASS 200 PVC X-INCH SIZE UNLESS OTHERWISE INDICATED
	LATERAL PIPE TO SPRINKLERS: CLASS 200 PVC 1-INCH SIZE UNLESS OTHERWISE INDICATED
	UNCONNECTED PIPE CROSSING
	INLINE DRIP TUBING: NETAFIM TLCV26-12 WITH RAINBIRD XQF DRIPLINE HEADER
	REMOTE CONTROL VALVE ASSEMBLY FOR SPRINKLER LATERALS: RAIN BIRD PEB (SIZED PER PLAN)
	REMOTE CONTROL DRIP VALVE ASSEMBLY: RAIN BIRD XCZ-100-PRB-COM
	QUICK COUPLING VALVE ASSEMBLY: RAIN BIRD SRC/SNP
	ISOLATION GATE VALVE ASSEMBLY: NIBCO T-136
	FLOW SENSOR ASSEMBLY: RAIN BIRD FSXXXB
	BACKFLOW PREVENTION ASSEMBLY: FEBCO 825YA
	MASTER VALVE ASSEMBLY: RAIN BIRD PESB
	INDICATES CONTROLLER AND STATION NUMBER
	INDICATES LATERAL DISCHARGE (GPM)
	INDICATES VALVE SIZE (INCHES)
	INDICATES LANDSCAPE APPLICATION
	IRRIGATION CONTROLLER UNIT WITH [EDIT FOR WEATHER SENSOR] [EDIT FOR COMMUNICATION] CONTROLLER A: BASELINE 3200
	LATERAL PIPE TO TREE DRIP EMITTERS: UV RADIATION RESISTANT POLYETHYLENE 3/4-INCH SIZE UNLESS OTHERWISE INDICATED, ROUTING IS DIAGRAMMATIC
	TREE BUBBLER ASSEMBLY: XXX (Y) RAIN BIRD 140ZZZ BUBBLERS PRESSURE: 30 PSI FLOW (GPM): X.YY PER BUBBLER; X.ZZ PER ASSEMBLY
	GROUNDING AND SURGE ARRESTOR ASSEMBLY: RAIN BIRD LSP-1TURF
	WEATHER SENSOR: CONTACT HINES INC FOR WEATHER SENSOR SPECIFICATION
	POP-UP SPRAY SPRINKLER: HUNTER PROS-06-PRS30-CV W/8 SERIES NOZZLE PRESSURE: 30 PSI RADIUS: 8 FEET FLOW (GPM): Q-0.24 H-0.47 F-0.97
	POP-UP SPRAY SPRINKLER: HUNTER PROS-06-PRS30-CV W/10 SERIES NOZZLE PRESSURE: 30 PSI RADIUS: 10 FEET FLOW (GPM): Q-0.42 H-0.88 F-1.59
	POP-UP SPRAY SPRINKLER: HUNTER PROS-06-PRS30-CV W/12 SERIES NOZZLE PRESSURE: 30 PSI RADIUS: 12 FEET FLOW (GPM): Q-0.67 H-1.30 F-2.70
	POP-UP SPRAY SPRINKLER: HUNTER PROS-06-PRS30-CV W/15 SERIES NOZZLE PRESSURE: 30 PSI RADIUS: 15 FEET FLOW (GPM): Q-0.97 H-1.86 F-3.75
	POP-UP SPRAY SPRINKLER: HUNTER PROS-06-PRS30-CV W/ ADJUSTABLE NOZZLE PRESSURE: 30 PSI RADIUS: 5 FEET TO 15 FEET FLOW (GPM): 08A-0.44 10A-0.50 12A-0.32 15A-0.47
	POP-UP SPRAY SPRINKLER: HUNTER PROS-06-PRS30-CV W/15SS SERIES NOZZLE PRESSURE: 30 PSI RADIUS: 5 FEET X 15 FEET FLOW (GPM): ES515-0.65 SS530-1.30
	POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MP1000 NOZZLES PRESSURE: 40 PSI RADIUS: 8 FEET TO 15 FEET FLOW (GPM): M-0.42 L-0.63 O-0.84
	POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MP2000 NOZZLES PRESSURE: 40 PSI RADIUS: 13 FEET TO 21 FEET FLOW (GPM): K-0.77 G-1.10 R-1.48
	POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MP3000 NOZZLES PRESSURE: 40 PSI RADIUS: 22 FEET TO 30 FEET FLOW (GPM): B-1.82 Y-2.73 A-3.64
	POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MP3500 NOZZLE PRESSURE: 40 PSI RADIUS: 31 FEET TO 35 FEET FLOW (GPM): 90"-1.28 180"-2.86 210"-3.29
	POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MPCORNER NOZZLE PRESSURE: 40 PSI RADIUS: 8 FEET TO 14 FEET FLOW (GPM): 45"-0.19 90"-0.39 105"-0.45
	POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MPSTRIP NOZZLES PRESSURE: 40 PSI RADIUS: ADJUSTABLE RECTANGULAR SPRAY FLOW (GPM): SST - 4X24-0.34 5X30'-0.47 LCS/RCS - 4X12-0.17 5X15'-0.23
	POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MP800SR NOZZLES PRESSURE: 40 PSI RADIUS: 6 FEET TO 12 FEET FLOW (GPM): 90"-0.23 180"-0.42 210"-0.43 360"-0.78
	POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MP815 NOZZLES PRESSURE: 40 PSI RADIUS: 8 FEET TO 15 FEET FLOW (GPM): M-0.93 L-1.40 O-1.87

INSTALLATION GENERAL NOTES

- THE SYSTEM DESIGN ASSUMES A MINIMUM DYNAMIC PRESSURE FOR THE IRRIGATION SYSTEM OF XX PSI (PER CITY ENGINEER), AT A MAXIMUM DISCHARGE OF 10 GPM AT THE 3/4-INCH IRRIGATION POINT-OF-CONNECTION (POC), TAP, METER, BACKFLOW PREVENTER, AND MASTER VALVE SHALL ALL BE THE SAME SIZE. VERIFY PRESSURE AND FLOW ON SITE PRIOR TO CONSTRUCTION.
- READ THOROUGHLY AND BECOME FAMILIAR WITH THE SPECIFICATIONS AND INSTALLATION DETAILS FOR THIS AND RELATED WORK PRIOR TO CONSTRUCTION.
- COORDINATE UTILITY LOCATES ("CALL BEFORE YOU DIG") OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
- DO NOT PROCEED WITH THE INSTALLATION OF THE IRRIGATION SYSTEM WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS OR GRADE DIFFERENCES EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. IF DISCREPANCIES IN CONSTRUCTION DETAILS, LEGEND, NOTES, OR SPECIFICATIONS ARE DISCOVERED, BRING ALL SUCH OBSTRUCTIONS OR DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE.
- THE DRAWINGS ARE DIAGRAMMATIC. THEREFORE, THE FOLLOWING SHOULD BE NOTED:
 - ALTHOUGH IRRIGATION COMPONENTS MAY BE SHOWN OUTSIDE PLANTING AREAS FOR CLARITY, INSTALL IRRIGATION PIPE AND WIRING IN LANDSCAPED AREAS WHENEVER POSSIBLE.
 - TREE AND SHRUB LOCATIONS AS SHOWN ON LANDSCAPE PLANS TAKE PRECEDENCE OVER IRRIGATION EQUIPMENT LOCATIONS. AVOID CONFLICTS BETWEEN THE IRRIGATION SYSTEM, PLANTING MATERIALS, AND ARCHITECTURAL FEATURES.
 - USE ONLY STANDARD TEES AND ELBOW FITTINGS. USE OF TEES IN THE BULLNOSE CONFIGURATION, OR USE OF CROSS TYPE FITTINGS IS NOT ALLOWED.
- PROVIDE THE FOLLOWING COMPONENTS TO THE OWNER PRIOR TO THE COMPLETION OF THE PROJECT:
 - TWO (2) OPERATING KEYS FOR EACH TYPE OF MANUALLY OPERATED VALVES.
 - TWO (2) OF EACH SERVICING WRENCH OR TOOL NEEDED FOR COMPLETE ACCESS, ADJUSTMENT, AND REPAIR OF ALL ROTARY SPRINKLERS.
- SELECT NOZZLES FOR SPRAY AND ROTARY SPRINKLERS WITH ARCS WHICH PROVIDE COMPLETE AND ADEQUATE COVERAGE WITH MINIMUM OVERSPRAY FOR THE SITE CONDITIONS. CAREFULLY ADJUST THE RADIUS OF THROW AND ARC OF COVERAGE OF EACH ROTARY SPRINKLER TO PROVIDE THE BEST PERFORMANCE.
- THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF IRRIGATION SLEEVING. SLEEVES ARE REQUIRED FOR BOTH PIPING AND ELECTRICAL WIRING AT EACH HARDSCAPE CROSSING. COORDINATE INSTALLATION OF SLEEVING WITH OTHER TRADES. ANY PIPE OR WIRE WHICH PASSES BENEATH EXISTING HARDSCAPE WHERE SLEEVING WAS NOT INSTALLED WILL REQUIRE HORIZONTAL BORING BY THE IRRIGATION CONTRACTOR. PIPE SLEEVES SHALL BE SIZED TWICE THE NOMINAL SIZE OF THE PIPE PASSING THROUGH.
- INSTALL ALL ELECTRICAL POWER TO THE IRRIGATION CONTROL SYSTEM IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE AND ALL APPLICABLE LOCAL ELECTRIC UTILITY CODES.
- THE FOLLOWING SHOULD BE NOTED REGARDING PIPE SIZING: IF A SECTION OF UNSIZED PIPE IS LOCATED BETWEEN TWO IDENTICALLY SIZED SECTIONS, THE UNSIZED PIPE IS THE SAME NOMINAL SIZE AS THE TWO SIZED SECTIONS. THE UNSIZED PIPE SHOULD NOT BE CONFUSED WITH THE DEFAULT PIPE SIZE NOTED IN THE LEGEND.
- INSTALL TWO (2) #14 AWG CONTROL WIRES ON STANDARD WIRE SYSTEMS OR ONE (1) #14 AWG TWO-WIRE PAIR ON TWO-WIRE SYSTEMS, FOR USE AS SPARES. INSTALL SPARE WIRES FROM CONTROLLER LOCATION TO EACH DEAD-END OF MAINLINE. COIL 3 FEET OF WIRE IN VALVE BOX.

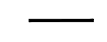
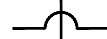
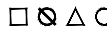
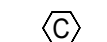
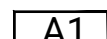
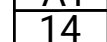
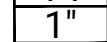
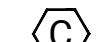
CONCEPTUAL IRRIGATION LEGEND

	BED SPRAY (ORNAMENTAL BEDS) TO BE IRRIGATED WITH 12-INCH POP-UP SPRINKLERS WITH PRESSURE REGULATION, CHECK VALVES, AND HIGH EFFICIENCY NOZZLES
	BED SPRAY (SEDUM BEDS) TO BE IRRIGATED WITH 12-INCH POP-UP SPRINKLERS WITH PRESSURE REGULATION, CHECK VALVES, AND HIGH EFFICIENCY NOZZLES
	SHRUBS AND PERENNIALS TO BE IRRIGATED USING INLINE EMITTER DRIP TUBING WITH CHECK VALVES 0.6 GPM EMITTER, AT 12 INCHES ON CENTER TUBING ROWS SPACED 12 INCHES APART
	TREE BUBBLERS TO BE IRRIGATED WITH TWO (2) TREE BUBBLERS PER TREE

CONSTRUCTION NOTES

- THE IRRIGATION SYSTEM POINT-OF-CONNECTION (POC) SHALL BE DOWNSTREAM OF THE IRRIGATION WATER TAP AND METER INSTALLED BY OTHERS AT THE APPROXIMATE LOCATION SHOWN. INSTALL BACKFLOW PREVENTION UNIT AND MASTER VALVE ASSEMBLY AS INDICATED, SAME SIZE AS POC. VERIFY EXACT LOCATION OF POC WITH OWNERS REPRESENTATIVE.
- PEDESTAL / WALL MOUNT THE IRRIGATION CONTROLLER AT THE APPROXIMATE LOCATION SHOWN. COORDINATE ELECTRICAL POWER TO THE CONTROLLER WITH THE OWNERS REPRESENTATIVE. CARE SHOULD BE TAKEN TO INSTALL THE IRRIGATION CONTROLLER IN A LOCATION THAT IS ACCESSIBLE FOR MAINTENANCE, AND SCREENED FROM VIEW EITHER BEHIND ENTRY WALLS, NEXT TO BUILDINGS, OR BEHIND PLANT MATERIAL. FINAL LOCATION TO BE APPROVED BY OWNER'S REPRESENTATIVE.
- IRRIGATION SHOWN OUT OF LANDSCAPED AREA FOR CLARITY ONLY. INSTALL IRRIGATION COMPONENTS WITHIN LANDSCAPED AREA.
- MAINLINE AND LATERAL LINES ARE SHOWN IN SAME SLEEVE FOR CLARITY ONLY. MAINLINE, CONTROL WIRES, AND LATERAL PIPE SHALL BE INSTALLED IN SEPARATE SLEEVES.
- SLEEVES ARE SHOWN BROKEN-UP FOR CLARITY ONLY. MAINLINE, LATERALS, AND WIRES SLEEVES THAT CROSS EACH OTHER SHALL BE INSTALLED AS FULL SLEEVES. LINES SHOWN THROUGH OTHER LANDSCAPE FEATURES (POT LATERAL LINE THROUGH HANGING BASKET) SHALL BE ONE SOLID SLEEVE, NOT BROKEN UP AS SHOWN.

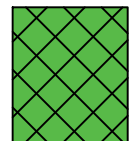
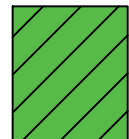
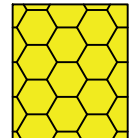
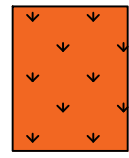
IRRIGATION LEGEND

	SLEEVES: CLASS 200 PVC		POP-UP SPRAY SPRINKLER: HUNTER PROS-06-PRS30-CV W/8 SERIES NOZZLE PRESSURE: 30 PSI RADIUS: 8 FEET FLOW (GPM): Q-0.24 H-0.47 F-0.97
	POINT-OF-CONNECTION ASSEMBLY		POP-UP SPRAY SPRINKLER: HUNTER PROS-06-PRS30-CV W/10 SERIES NOZZLE PRESSURE: 30 PSI RADIUS: 10 FEET FLOW (GPM): Q-0.42 H-0.88 F-1.59
	MAINLINE PIPE: CLASS 200 PVC X-INCH SIZE UNLESS OTHERWISE INDICATED		POP-UP SPRAY SPRINKLER: HUNTER PROS-06-PRS30-CV W/12 SERIES NOZZLE PRESSURE: 30 PSI RADIUS: 12 FEET FLOW (GPM): Q-0.67 H-1.30 F-2.70
	LATERAL PIPE TO SPRINKLERS: CLASS 200 PVC 1-INCH SIZE UNLESS OTHERWISE INDICATED		POP-UP SPRAY SPRINKLER: HUNTER PROS-06-PRS30-CV W/15 SERIES NOZZLE PRESSURE: 30 PSI RADIUS: 15 FEET FLOW (GPM): Q-0.97 H-1.86 F-3.75
	UNCONNECTED PIPE CROSSING		POP-UP SPRAY SPRINKLER: HUNTER PROS-06-PRS30-CV W/ ADJUSTABLE NOZZLE PRESSURE: 30 PSI RADIUS: 15 FEET FLOW (GPM): 08A-0.44 10A-0.50 12A-0.32 15A-0.47
	INLINE DRIP TUBING: NETAFIM TLCV26-12 WITH RAINBIRD XQF DRIPLINE HEADER		POP-UP SPRAY SPRINKLER: HUNTER PROS-06-PRS30-CV W/15SS SERIES NOZZLE PRESSURE: 30 PSI RADIUS: 5 FEET X 15 FEET FLOW (GPM): ES515-0.65 SS530-1.30
	REMOTE CONTROL VALVE ASSEMBLY FOR SPRINKLER LATERALS: RAIN BIRD PEB (SIZED PER PLAN)		POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MP1000 NOZZLES PRESSURE: 40 PSI RADIUS: 8 FEET TO 15 FEET FLOW (GPM): M-0.42 L-0.63 O-0.84
	REMOTE CONTROL DRIP VALVE ASSEMBLY: RAIN BIRD XCZ-100-PRB-COM		POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MP2000 NOZZLES PRESSURE: 40 PSI RADIUS: 13 FEET TO 21 FEET FLOW (GPM): K-0.77 G-1.10 R-1.48
	QUICK COUPLING VALVE ASSEMBLY: RAIN BIRD SRC/SNP		POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MP3000 NOZZLES PRESSURE: 40 PSI RADIUS: 22 FEET TO 30 FEET FLOW (GPM): B-1.82 Y-2.73 A-3.64
	ISOLATION GATE VALVE ASSEMBLY: NIBCO T-136		POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MP3500 NOZZLE PRESSURE: 40 PSI RADIUS: 31 FEET TO 35 FEET FLOW (GPM): 90"-1.28 180"-2.86 210"-3.29
	FLOW SENSOR ASSEMBLY: RAIN BIRD FSXXXB		POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MPCORNER NOZZLE PRESSURE: 40 PSI RADIUS: 8 FEET TO 14 FEET FLOW (GPM): 45"-0.31 90"-0.39 105"-0.45
	BACKFLOW PREVENTION ASSEMBLY: FEBCO 825YA		POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MP800SR NOZZLES PRESSURE: 40 PSI RADIUS: 6 FEET TO 12 FEET FLOW (GPM): 90"-0.23 180"-0.42 210"-0.43 360"-0.78
	MASTER VALVE ASSEMBLY: RAIN BIRD PESB		POP-UP ROTATING SPRAY SPRINKLER: HUNTER PROS-06-PRS40-CV W/MP815 NOZZLES PRESSURE: 40 PSI RADIUS: 8 FEET TO 15 FEET FLOW (GPM): M-0.93 L-1.40 O-1.87
	INDICATES CONTROLLER AND STATION NUMBER		
	INDICATES LATERAL DISCHARGE (GPM)		
	INDICATES VALVE SIZE (INCHES)		
	INDICATES LANDSCAPE APPLICATION		
	IRRIGATION CONTROLLER UNIT WITH [EDIT FOR WEATHER SENSOR] [EDIT FOR COMMUNICATION] CONTROLLER A: BASELINE 3200		
	LATERAL PIPE TO TREE DRIP EMITTERS: UV RADIATION RESISTANT POLYETHYLENE 3/4-INCH SIZE UNLESS OTHERWISE INDICATED, ROUTING IS DIAGRAMMATIC		
	TREE BUBBLER ASSEMBLY: XXX (Y) RAIN BIRD 140ZZZ BUBBLERS PRESSURE: 30 PSI FLOW (GPM): X-YY PER BUBBLER; X.ZZ PER ASSEMBLY		
	GROUNDING AND SURGE ARRESTOR ASSEMBLY: RAIN BIRD LSP-1TURF		
	WEATHER SENSOR: CONTACT HINES INC FOR WEATHER SENSOR SPECIFICATION		

INSTALLATION GENERAL NOTES

- THE SYSTEM DESIGN ASSUMES A MINIMUM DYNAMIC PRESSURE FOR THE IRRIGATION SYSTEM OF XX PSI (PER CITY ENGINEER), AT A MAXIMUM DISCHARGE OF 10 GPM AT THE 3/4-INCH IRRIGATION POINT-OF-CONNECTION (POC), TAP, METER, BACKFLOW PREVENTER, AND MASTER VALVE SHALL ALL BE THE SAME SIZE. VERIFY PRESSURE AND FLOW ON SITE PRIOR TO CONSTRUCTION.
- READ THOROUGHLY AND BECOME FAMILIAR WITH THE SPECIFICATIONS AND INSTALLATION DETAILS FOR THIS AND RELATED WORK PRIOR TO CONSTRUCTION.
- COORDINATE UTILITY LOCATES ("CALL BEFORE YOU DIG") OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
- DO NOT PROCEED WITH THE INSTALLATION OF THE IRRIGATION SYSTEM WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS OR GRADE DIFFERENCES EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. IF DISCREPANCIES IN CONSTRUCTION DETAILS, LEGEND, NOTES, OR SPECIFICATIONS ARE DISCOVERED, BRING ALL SUCH OBSTRUCTIONS OR DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE.
- THE DRAWINGS ARE DIAGRAMMATIC. THEREFORE, THE FOLLOWING SHOULD BE NOTED:
 - ALTHOUGH IRRIGATION COMPONENTS MAY BE SHOWN OUTSIDE PLANTING AREAS FOR CLARITY, INSTALL IRRIGATION PIPE AND WIRING IN LANDSCAPED AREAS WHENEVER POSSIBLE.
 - TREE AND SHRUB LOCATIONS AS SHOWN ON LANDSCAPE PLANS TAKE PRECEDENCE OVER IRRIGATION EQUIPMENT LOCATIONS. AVOID CONFLICTS BETWEEN THE IRRIGATION SYSTEM, PLANTING MATERIALS, AND ARCHITECTURAL FEATURES.
 - USE ONLY STANDARD TEES AND ELBOW FITTINGS. USE OF TEES IN THE BULLNOSE CONFIGURATION, OR USE OF CROSS TYPE FITTINGS IS NOT ALLOWED.
- PROVIDE THE FOLLOWING COMPONENTS TO THE OWNER PRIOR TO THE COMPLETION OF THE PROJECT:
 - TWO (2) OPERATING KEYS FOR EACH TYPE OF MANUALLY OPERATED VALVES.
 - TWO (2) OF EACH SERVICING WRENCH OR TOOL NEEDED FOR COMPLETE ACCESS, ADJUSTMENT, AND REPAIR OF ALL ROTARY SPRINKLERS.
- SELECT NOZZLES FOR SPRAY AND ROTARY SPRINKLERS WITH ARCS WHICH PROVIDE COMPLETE AND ADEQUATE COVERAGE WITH MINIMUM OVERSPRAY FOR THE SITE CONDITIONS. CAREFULLY ADJUST THE RADIUS OF THROW AND ARC OF COVERAGE OF EACH ROTARY SPRINKLER TO PROVIDE THE BEST PERFORMANCE.
- THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF IRRIGATION SLEEVING. SLEEVES ARE REQUIRED FOR BOTH PIPING AND ELECTRICAL WIRING AT EACH HARDSCAPE CROSSING. COORDINATE INSTALLATION OF SLEEVING WITH OTHER TRADES. ANY PIPE OR WIRE WHICH PASSES BENEATH EXISTING HARDSCAPE WHERE SLEEVING WAS NOT INSTALLED WILL REQUIRE HORIZONTAL BORING BY THE IRRIGATION CONTRACTOR. PIPE SLEEVES SHALL BE SIZED TWICE THE NOMINAL SIZE OF THE PIPE PASSING THROUGH.
- INSTALL ALL ELECTRICAL POWER TO THE IRRIGATION CONTROL SYSTEM IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE AND ALL APPLICABLE LOCAL ELECTRIC UTILITY CODES.
- THE FOLLOWING SHOULD BE NOTED REGARDING PIPE SIZING: IF A SECTION OF UNSIZED PIPE IS LOCATED BETWEEN TWO IDENTICALLY SIZED SECTIONS, THE UNSIZED PIPE IS THE SAME NOMINAL SIZE AS THE TWO SIZED SECTIONS. THE UNSIZED PIPE SHOULD NOT BE CONFUSED WITH THE DEFAULT PIPE SIZE NOTED IN THE LEGEND.
- INSTALL TWO (2) #14 AWG CONTROL WIRES ON STANDARD WIRE SYSTEMS OR ONE (1) #14 AWG TWO-WIRE PAIR ON TWO-WIRE SYSTEMS, FOR USE AS SPARES. INSTALL SPARE WIRES FROM CONTROLLER LOCATION TO EACH DEAD-END OF MAINLINE. COIL 3 FEET OF WIRE IN VALVE BOX.

CONCEPTUAL IRRIGATION LEGEND

	BED SPRAY (ORNAMENTAL BEDS) TO BE IRRIGATED WITH 12-INCH POP-UP SPRINKLERS WITH PRESSURE REGULATION, CHECK VALVES, AND HIGH EFFICIENCY NOZZLES
	BED SPRAY (SEDUM BEDS) TO BE IRRIGATED WITH 12-INCH POP-UP SPRINKLERS WITH PRESSURE REGULATION, CHECK VALVES, AND HIGH EFFICIENCY NOZZLES
	SHRUBS AND PERENNIALS TO BE IRRIGATED USING INLINE EMITTER DRIP TUBING WITH CHECK VALVES 0.6 GPM EMITTER, AT 12 INCHES ON CENTER TUBING ROWS SPACED 12 INCHES APART
	TREE BUBBLERS TO BE IRRIGATED WITH TWO (2) TREE BUBBLERS PER TREE

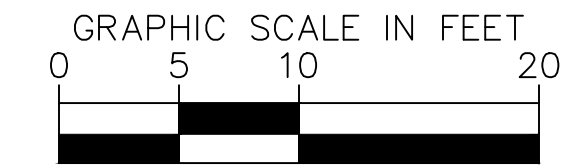
CONSTRUCTION NOTES

- THE IRRIGATION SYSTEM POINT-OF-CONNECTION (POC) SHALL BE DOWNSTREAM OF THE IRRIGATION WATER TAP AND METER INSTALLED BY OTHERS AT THE APPROXIMATE LOCATION SHOWN. INSTALL BACKFLOW PREVENTION UNIT AND MASTER VALVE ASSEMBLY AS INDICATED, SAME SIZE AS POC. VERIFY EXACT LOCATION OF POC WITH OWNERS REPRESENTATIVE.
- PEDESTAL / WALL MOUNT THE IRRIGATION CONTROLLER AT THE APPROXIMATE LOCATION SHOWN. COORDINATE ELECTRICAL POWER TO THE CONTROLLER WITH THE OWNERS REPRESENTATIVE. CARE SHOULD BE TAKEN TO INSTALL THE IRRIGATION CONTROLLER IN A LOCATION THAT IS ACCESSIBLE FOR MAINTENANCE, AND SCREENED FROM VIEW EITHER BEHIND ENTRY WALLS, NEXT TO BUILDINGS, OR BEHIND PLANT MATERIAL. FINAL LOCATION TO BE APPROVED BY OWNER'S REPRESENTATIVE.
- IRRIGATION SHOWN OUT OF LANDSCAPED AREA FOR CLARITY ONLY. INSTALL IRRIGATION COMPONENTS WITHIN LANDSCAPED AREA.
- MAINLINE AND LATERAL LINES ARE SHOWN IN SAME SLEEVE FOR CLARITY ONLY. MAINLINE, CONTROL WIRES, AND LATERAL PIPE SHALL BE INSTALLED IN SEPARATE SLEEVES.
- SLEEVES ARE SHOWN BROKEN-UP FOR CLARITY ONLY. MAINLINE, LATERALS, AND WIRES SLEEVES THAT CROSS EACH OTHER SHALL BE INSTALLED AS FULL SLEEVES. LINES SHOWN THROUGH OTHER LANDSCAPE FEATURES (POT LATERAL LINE THROUGH HANGING BASKET) SHALL BE ONE SOLID SLEEVE, NOT BROKEN UP AS SHOWN.



SITE WATER ENGINEERING SERVICES
323 W. DRAKE RD, SUITE 204
FORT COLLINS, COLORADO 80526
Telephone: 970.282.1800
Web: www.hinesinc.com

PRELIMINARY NOT FOR
BIDDING OR CONSTRUCTION



02.10.2022

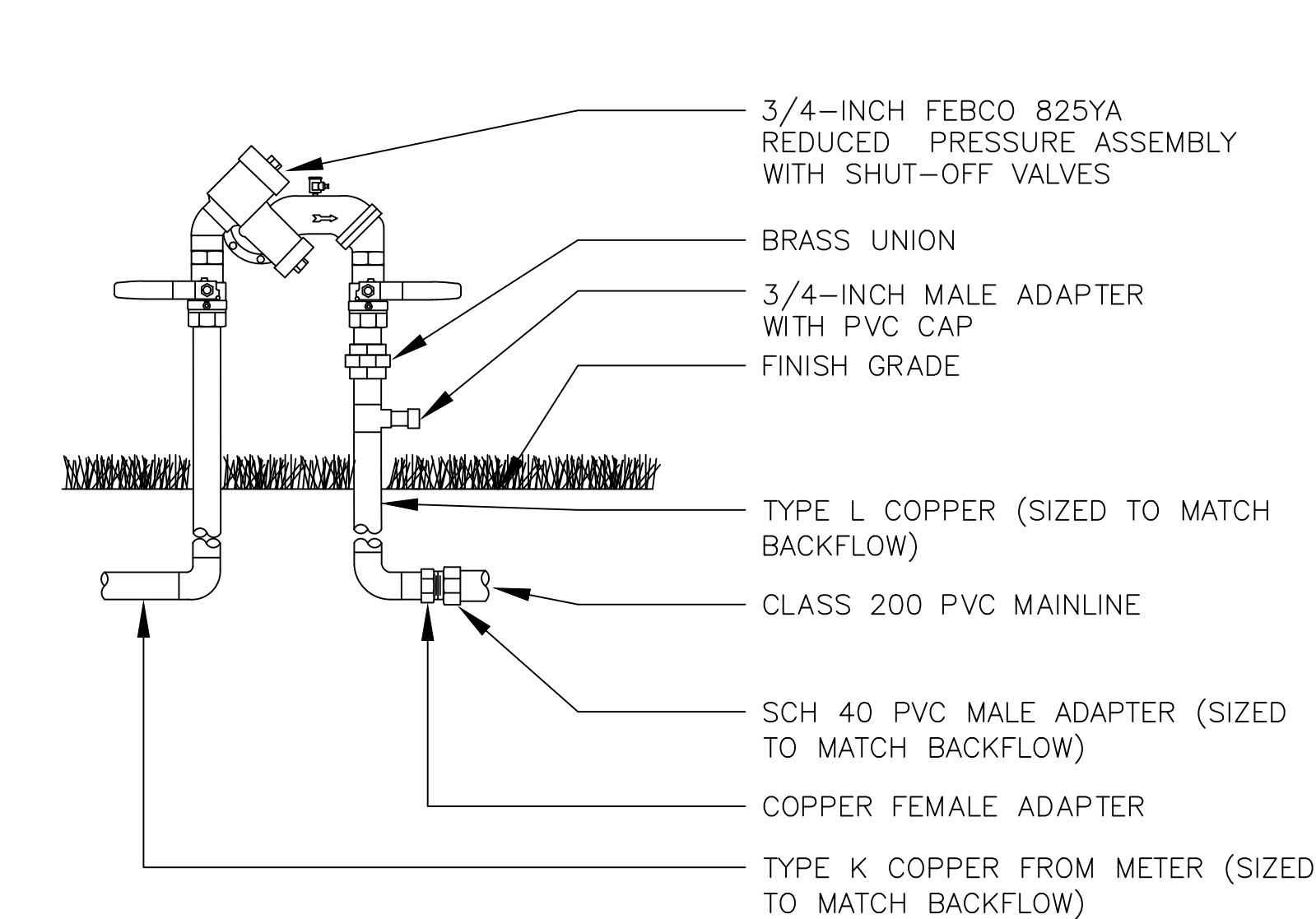
Project
CACHE AND PEARL

45 EAST PEARL AVE. JACKSON, WY 83001

2043	Project No.
JRS	Drawn By
MT	Checked By
Discipline	Drawing No.

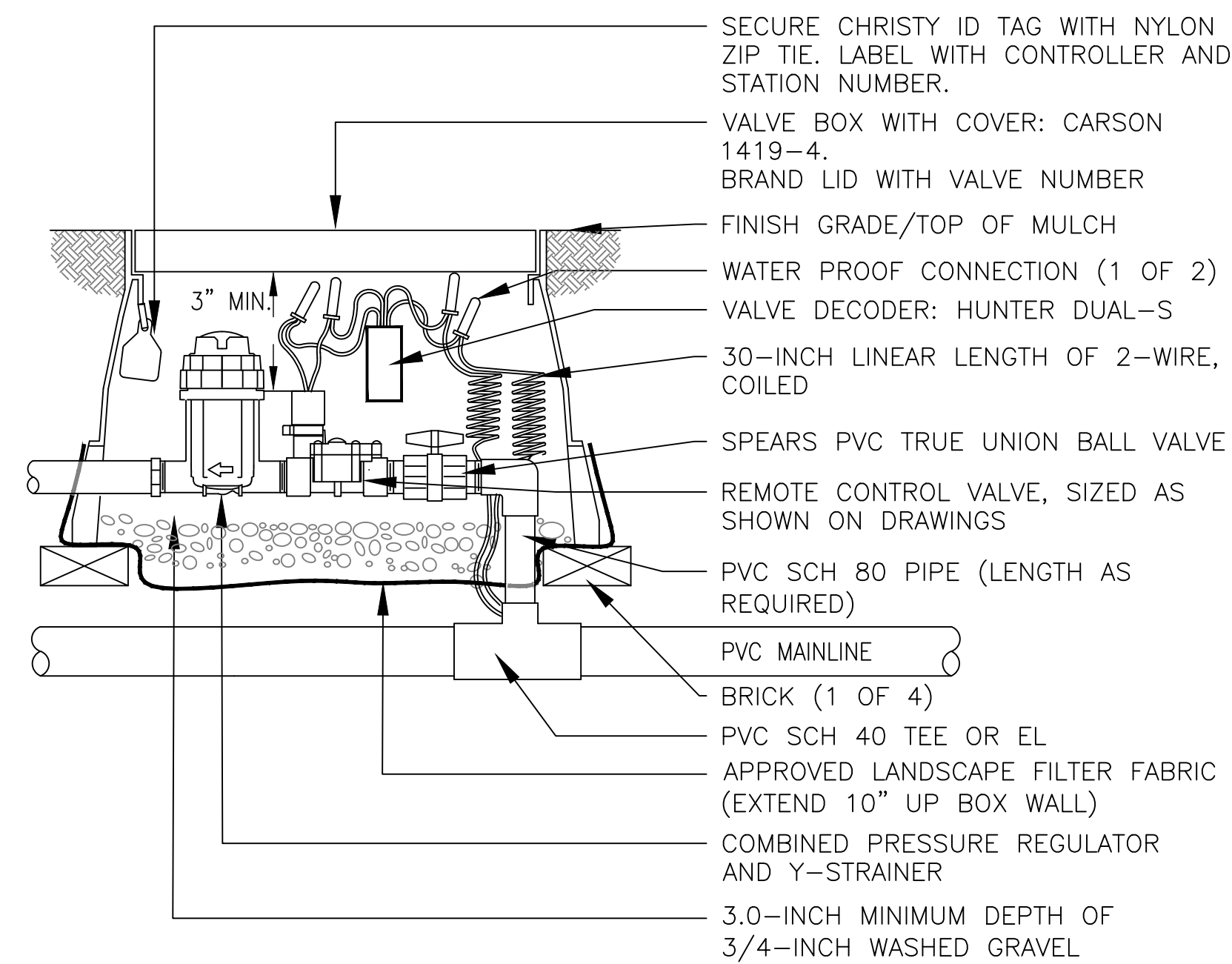
IR1.13

Drawing Name
Irrigation Plan - Rooftop



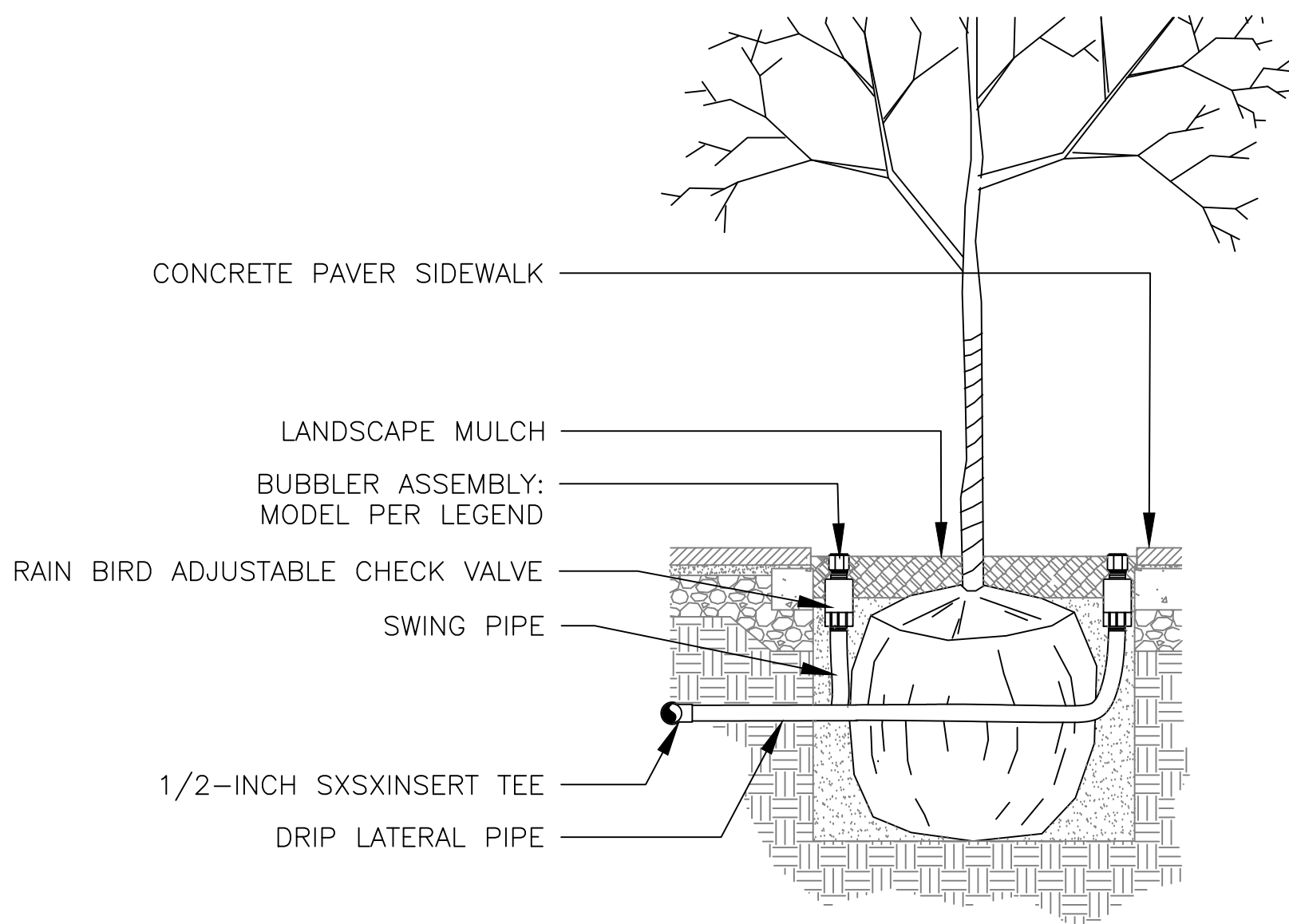
NOTES:
1. INSTALL BACKFLOW DEVICE IN ACCORDANCE WITH ALL STATE AND LOCAL CODE REQUIREMENTS.

1 BACKFLOW PREVENTION UNIT ASSEMBLY



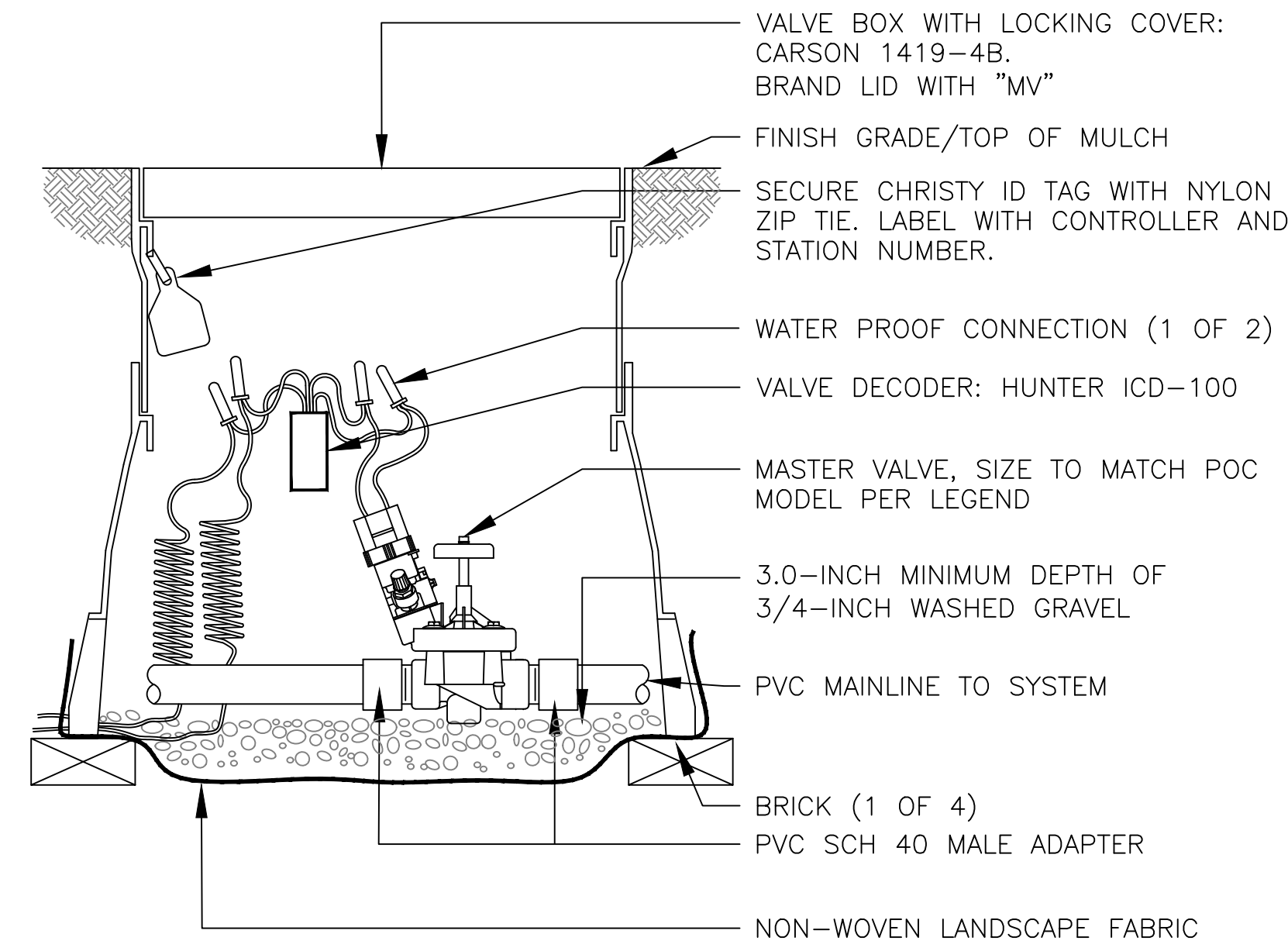
NOTE:
1. USE BARBED INSERT FITTINGS ON DRIP LATERAL PIPE WITH STAINLESS STEEL HOSE CLAMPS. PLACE CLAMPS ON DRIP TUBING DIRECTLY OVER BARBED AREA OF FITTING. PINCH CLAMPS ARE NOT ACCEPTABLE.

5 REMOTE CONTROL DRIP VALVE ASSEMBLY

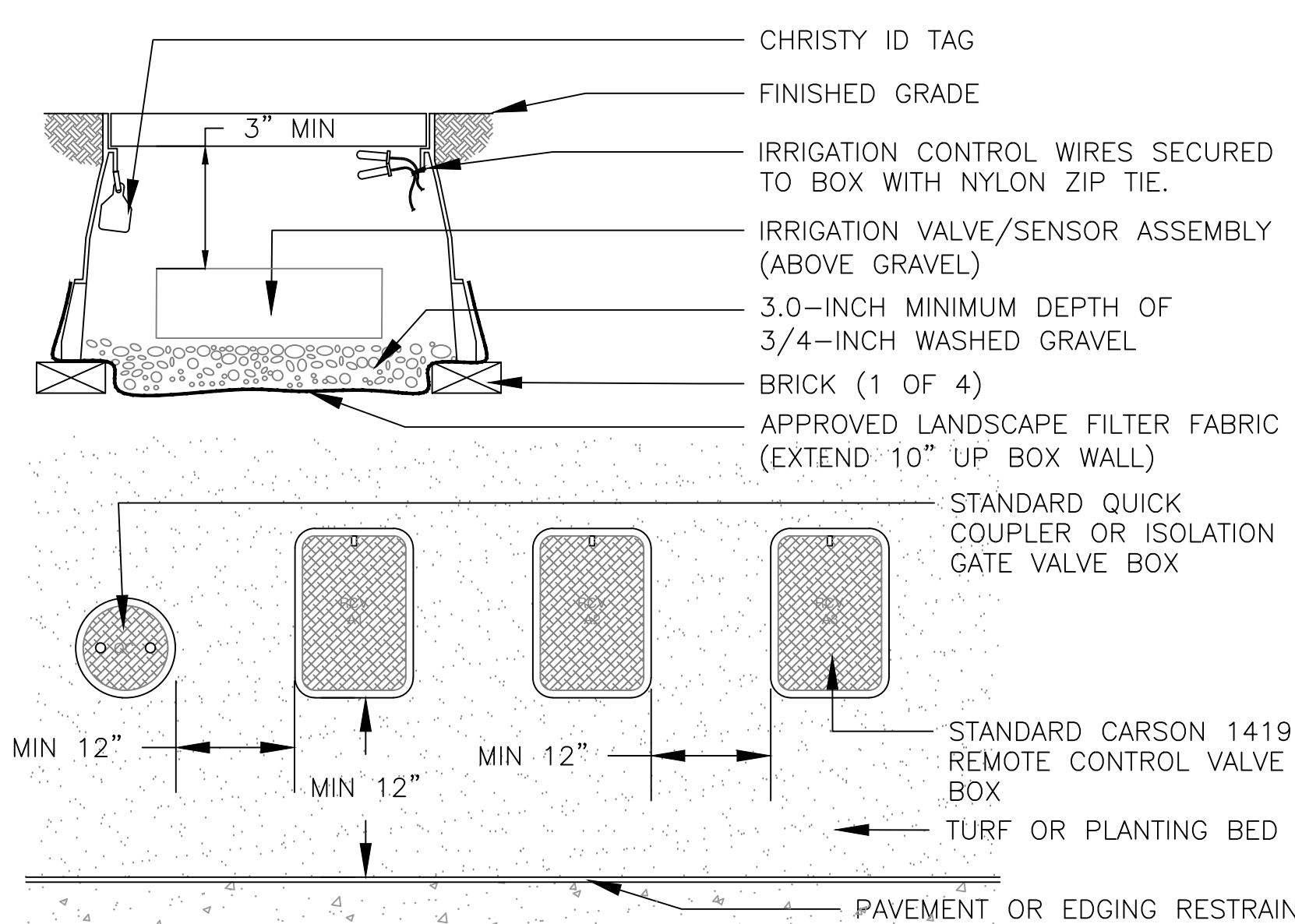


NOTES:
1. REFER TO LANDSCAPE PLANS FOR TREE GRATE INSTALLATION AND DETAILS.

9 BUBBLER ASSEMBLY FOR TREES IN SHRUB BEDS

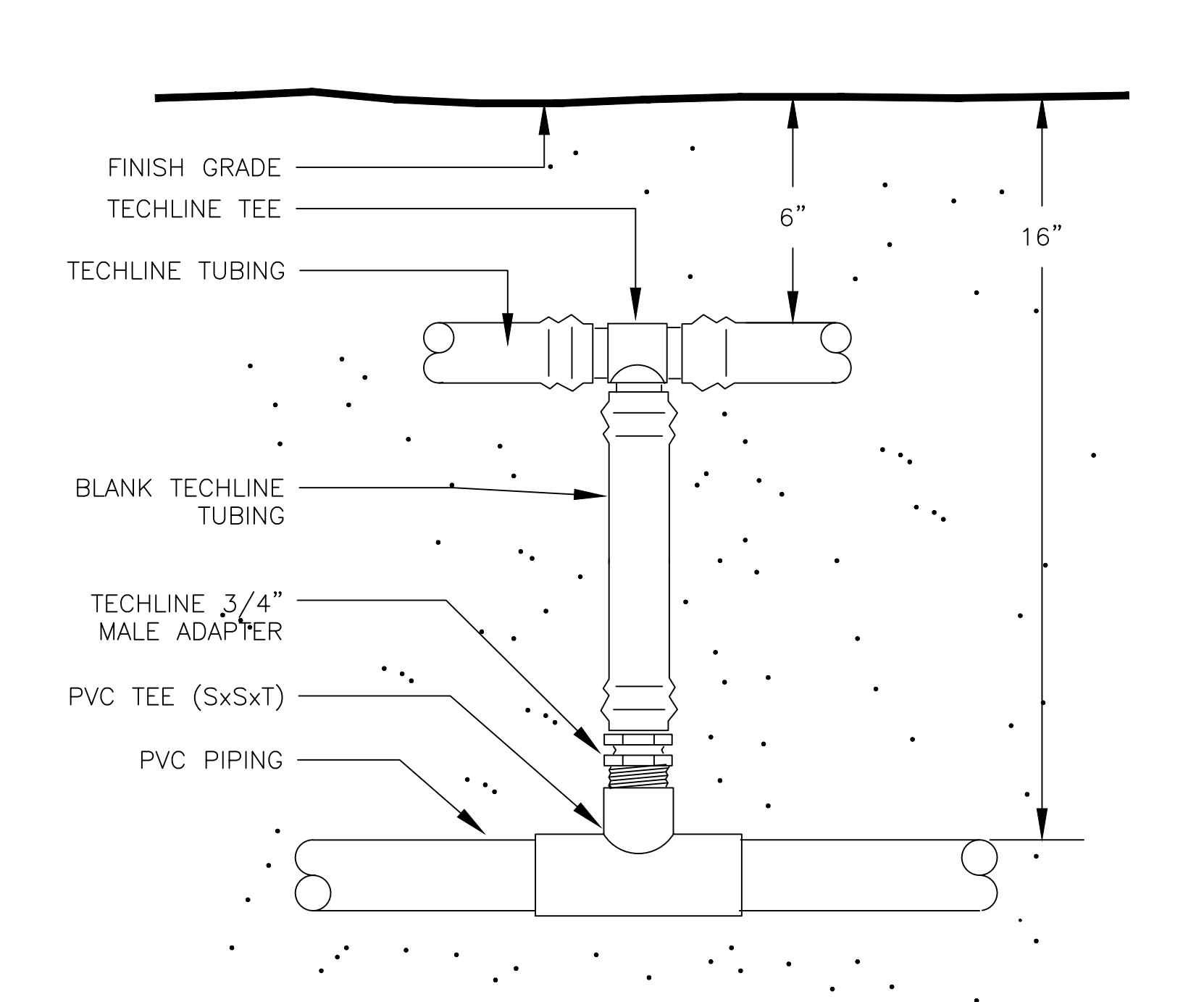


2 MASTER VALVE ASSEMBLY

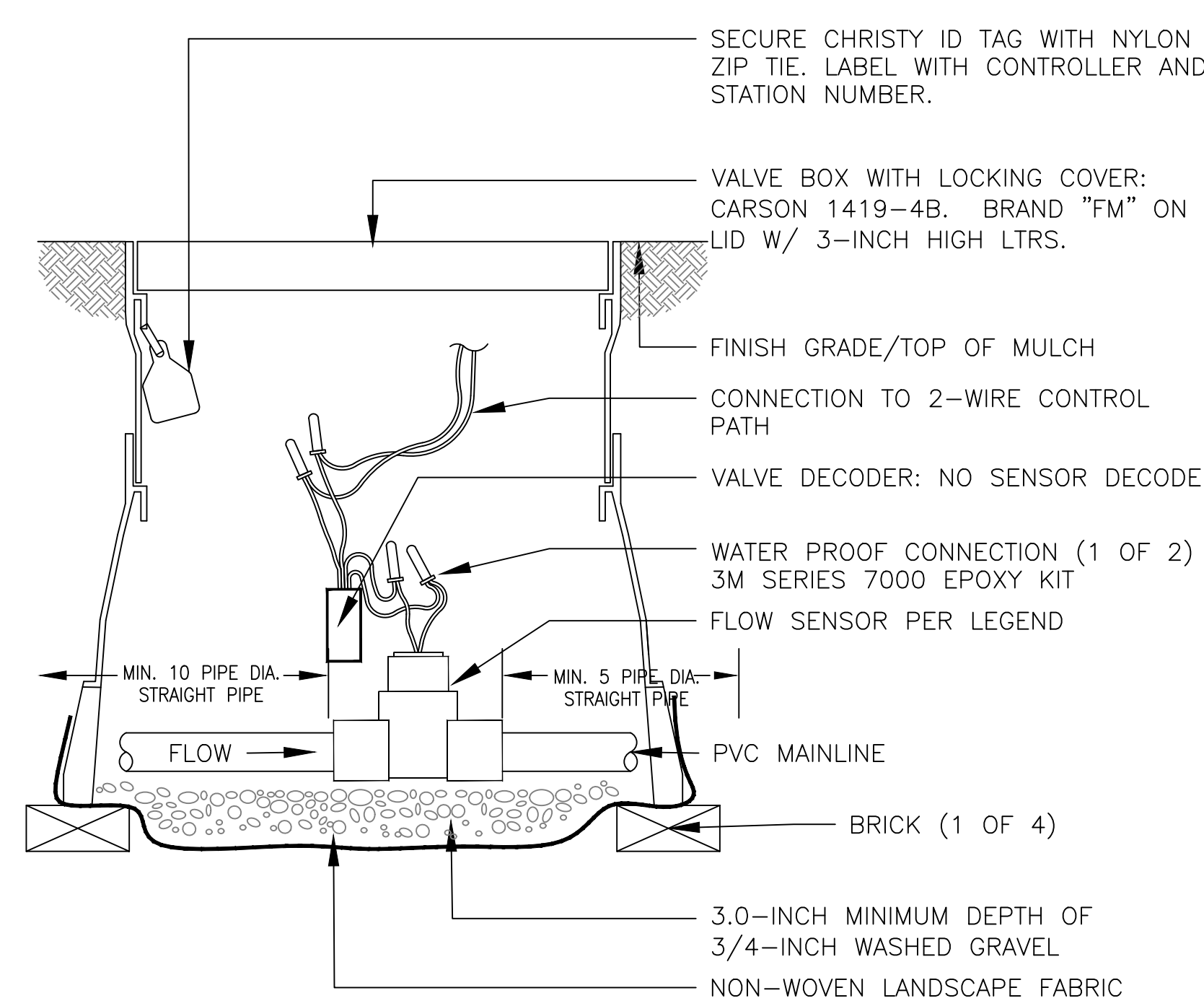


NOTES:
1. INSTALL ONLY ONE RCV TO VALVE BOX. LOCATE AT LEAST 12-INCHES FROM AND ALIGN WITH NEARBY WALLS OR EDGES OF PAVED AREAS. GROUP RCV ASSEMBLIES TOGETHER WHERE PRACTICAL.
4. GROUP RCV ASSEMBLIES TOGETHER WHERE PRACTICAL, BUT AVOID GROUPING MORE THAN THREE (3) STANDARD VALVE BOXES TOGETHER IN A SERIES.
5. ARRANGE GROUPED VALVE BOXES IN RECTANGULAR PATTERNS.

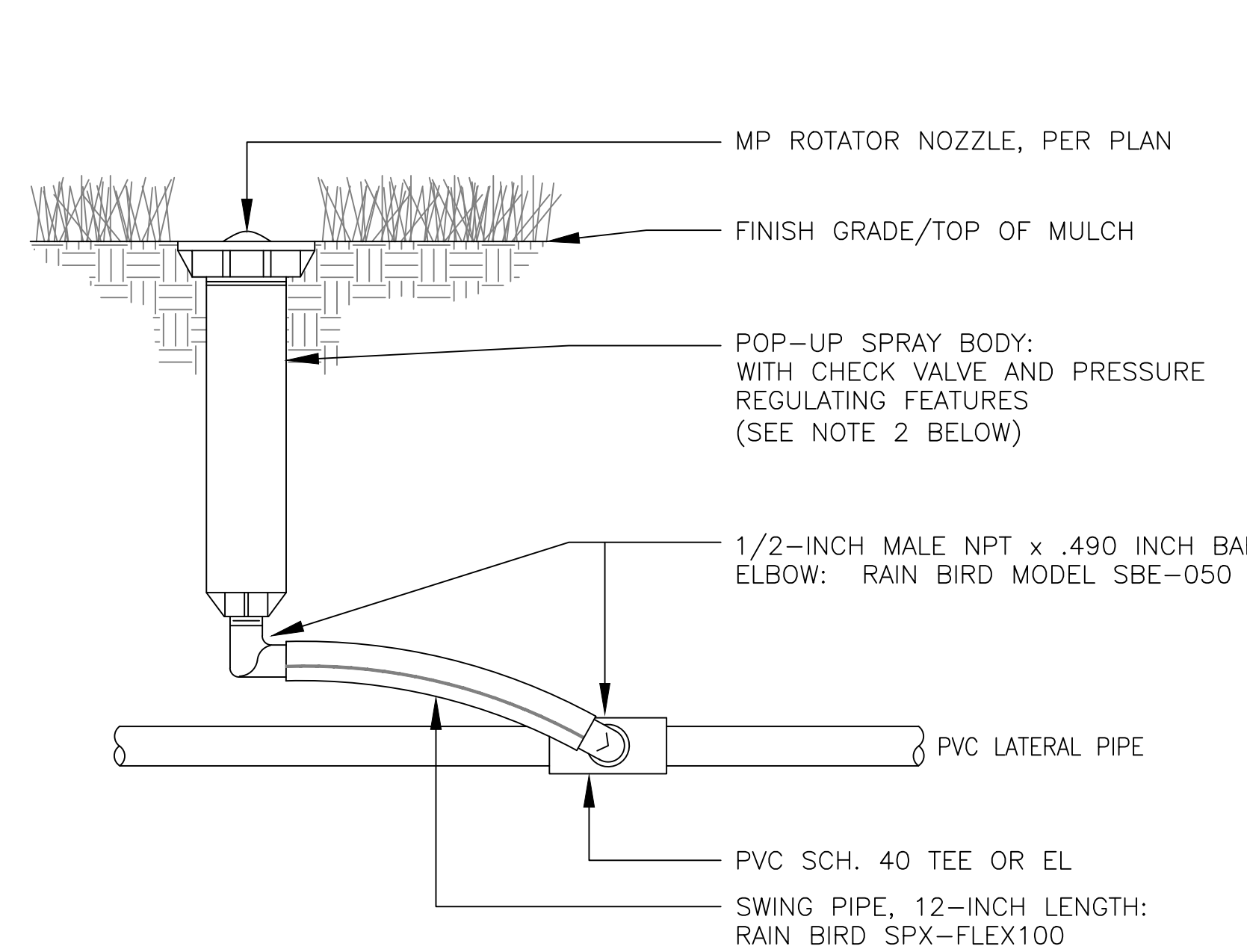
6 TYPICAL VALVE BOX INSTALLATION



10 PVC TECHLINE CONNECTION

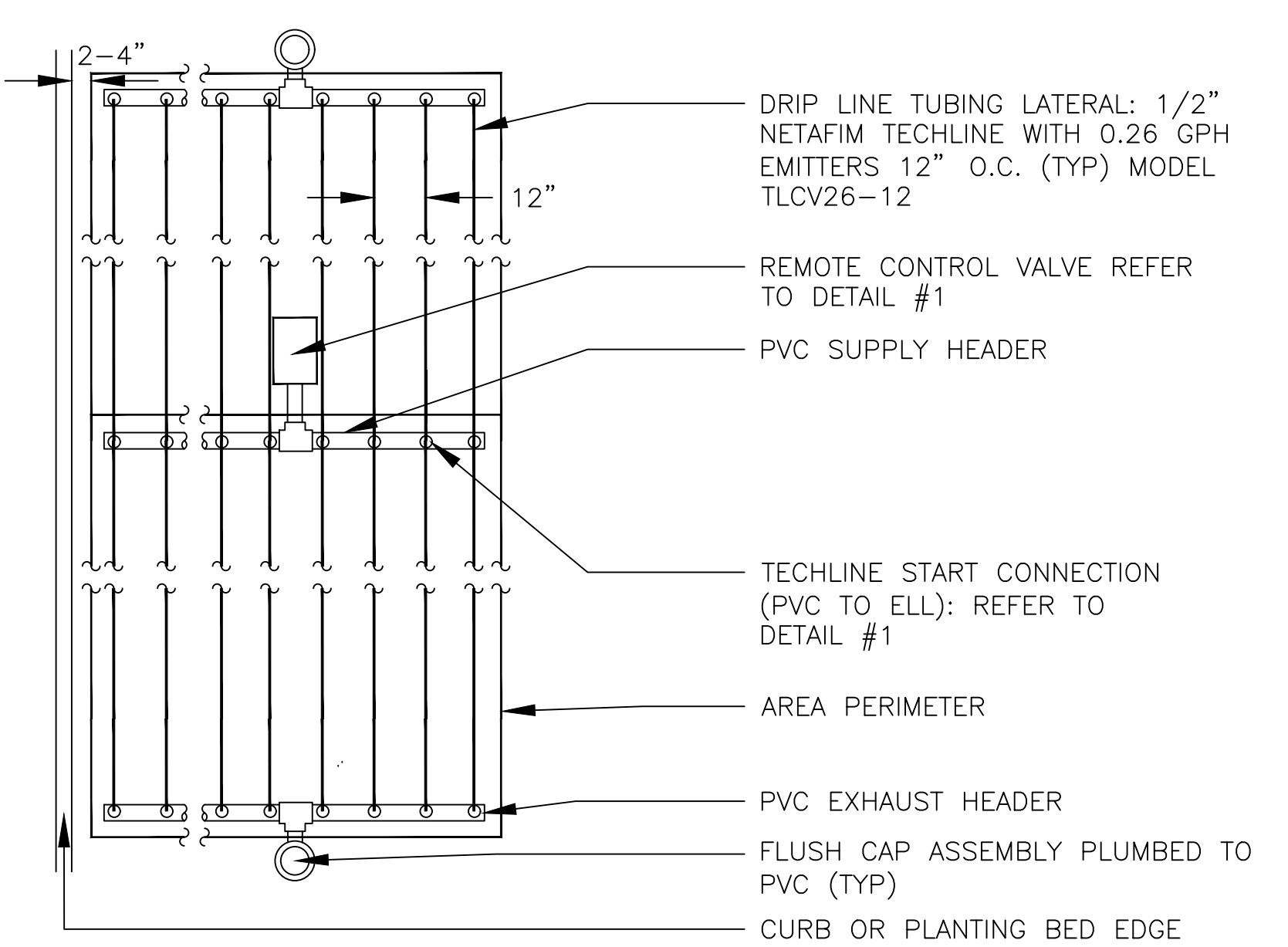


3 FLOW SENSOR ASSEMBLY



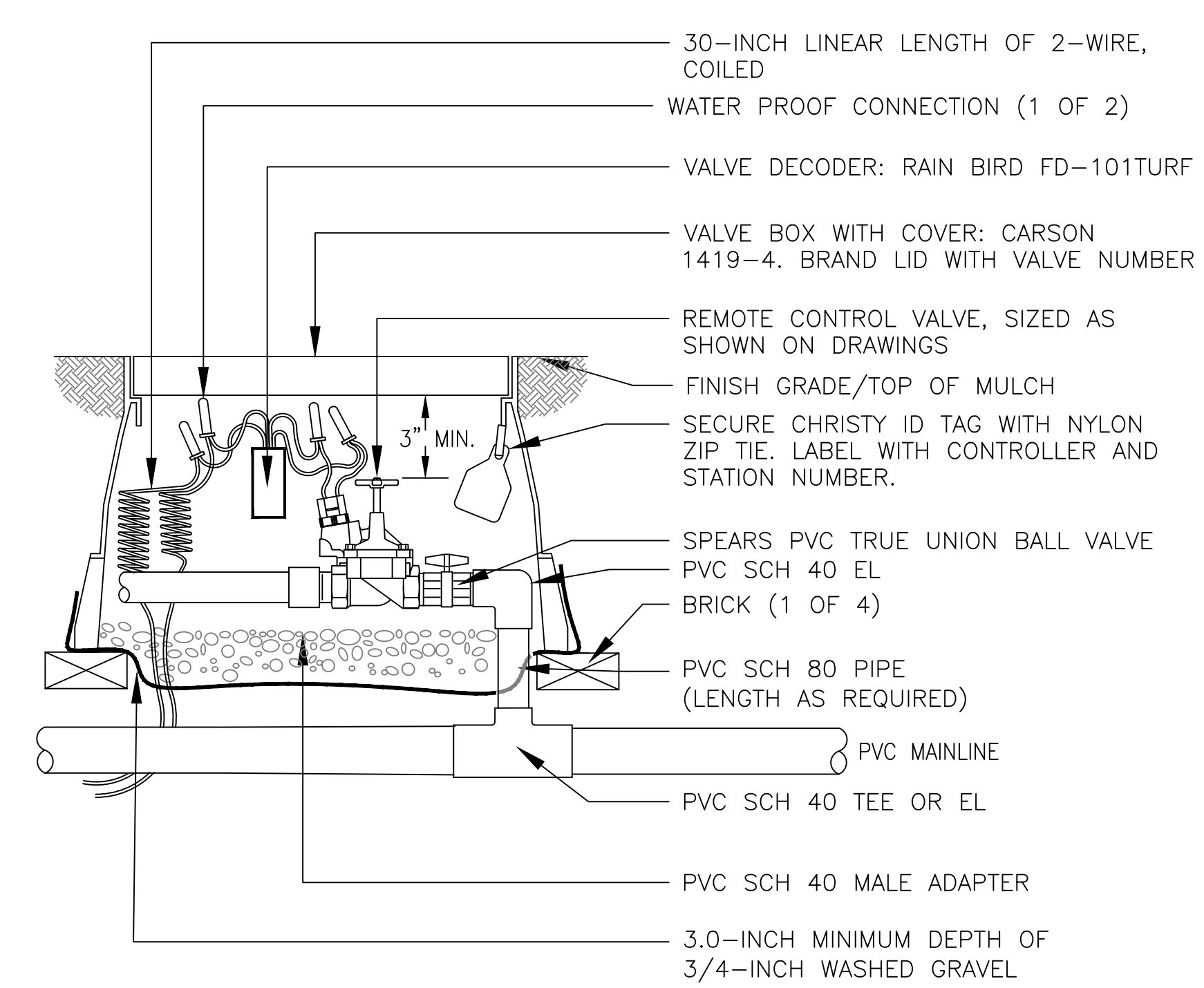
NOTES:
1. IF POLYETHYLENE PIPE IS USED FOR LATERAL PIPE, SUBSTITUTE INSERT TEE OR EL WITH STAINLESS STEEL CLAMPS FOR PVC SLIP TEE OR EL SHOWN ABOVE.
2. TO ACHIEVE MINIMUM RADIUS WITH ANY MP ROTATOR MODEL, USE 30 PSI PRESSURE REGULATING SPRAY BODY.

7 6-INCH POP UP MP-ROTATOR ASSEMBLY

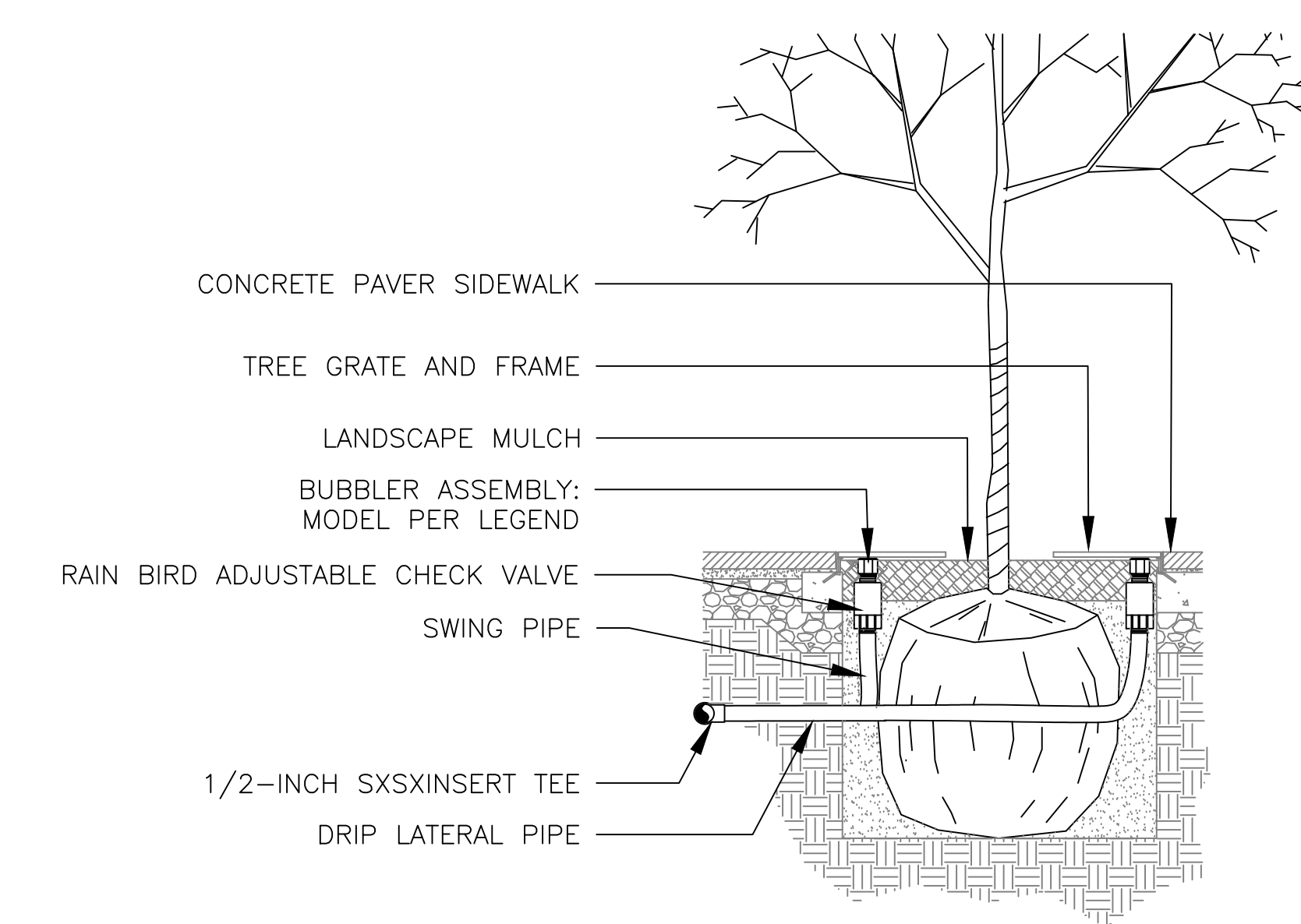


NOTES:
1. INSTALL SYSTEM PER MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS FOR EQUIPMENT APPLICATION AND INSTALLATION.
2. MAXIMUM FLOW FOR 1-INCH REMOTE CONTROL VALVE ASSEMBLY IS 10 GPM.
3. INSTALL AT A DEPTH OF 4"-6" IN UNIFORM SOIL.

11 SUBSURFACE DRIP ASSEMBLY IN SHRUB BEDS

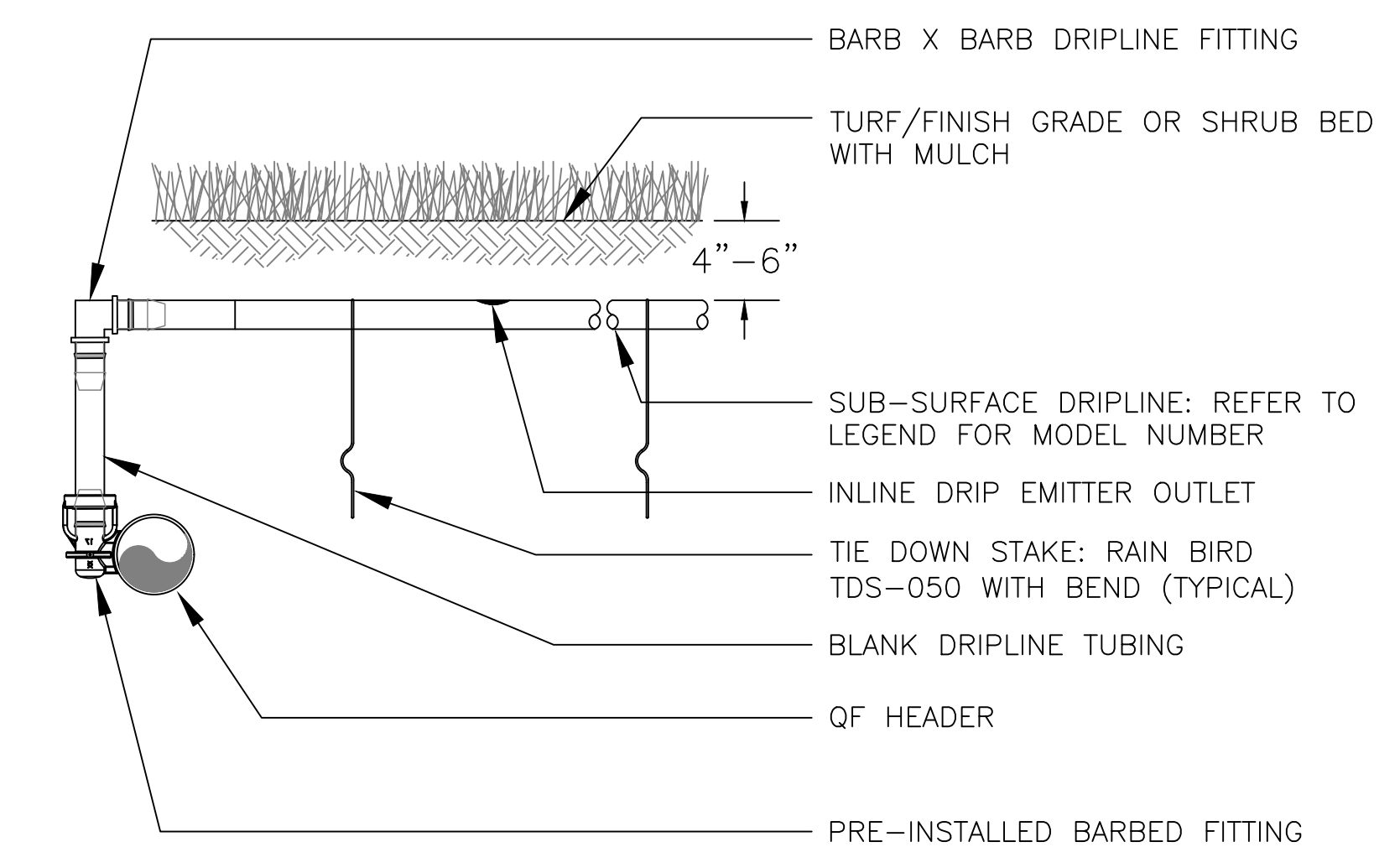


4 REMOTE CONTROL TURF VALVE ASSEMBLY



NOTES:
1. REFER TO LANDSCAPE PLANS FOR TREE GRATE INSTALLATION AND DETAILS.

8 BUBBLER ASSEMBLY FOR TREES IN GRATES

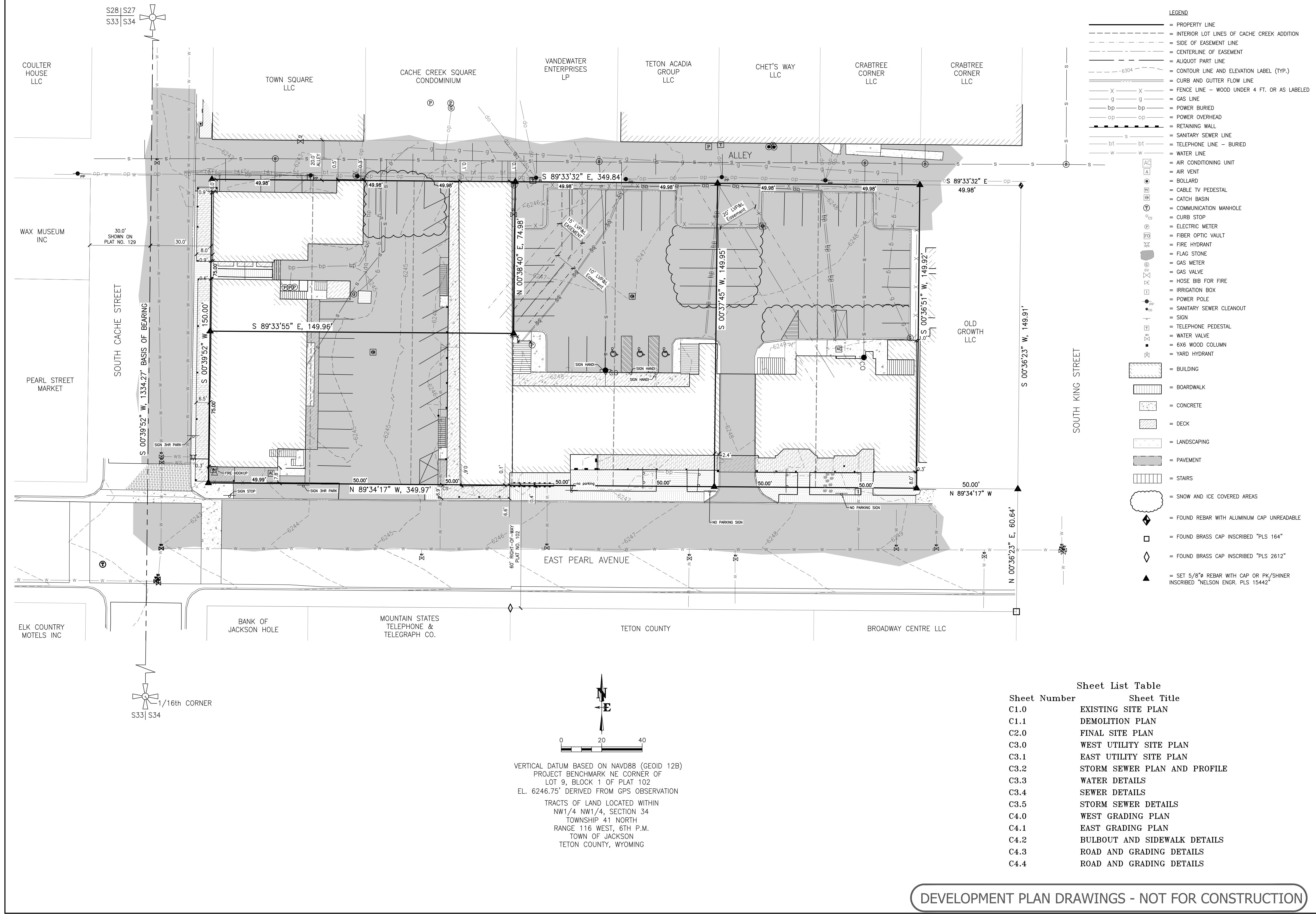


NOTES:
1. PLACE TIE-DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN CLAY.
2. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE TIE-DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION.
3. INSERTION PLOW AND TRENCHED INSTALLATIONS DO NOT REQUIRE TIE-DOWN STAKES.

12 QF DRIPLINE HEADER ASSEMBLY

CIVIL DRAWINGS

S:\Projects\2024\076-03\01 S. Cache St., 45 E. Pearl St., and 75 E. Pearl St. - North Forks - Survey\04 Drawing\21-76-01 Existing Allowing Allowing EXISTING SITE PLAN - Rev. 20240624 062443 pm PLUTED BY: olson DWG: EDRW1-241



Sheet List Table

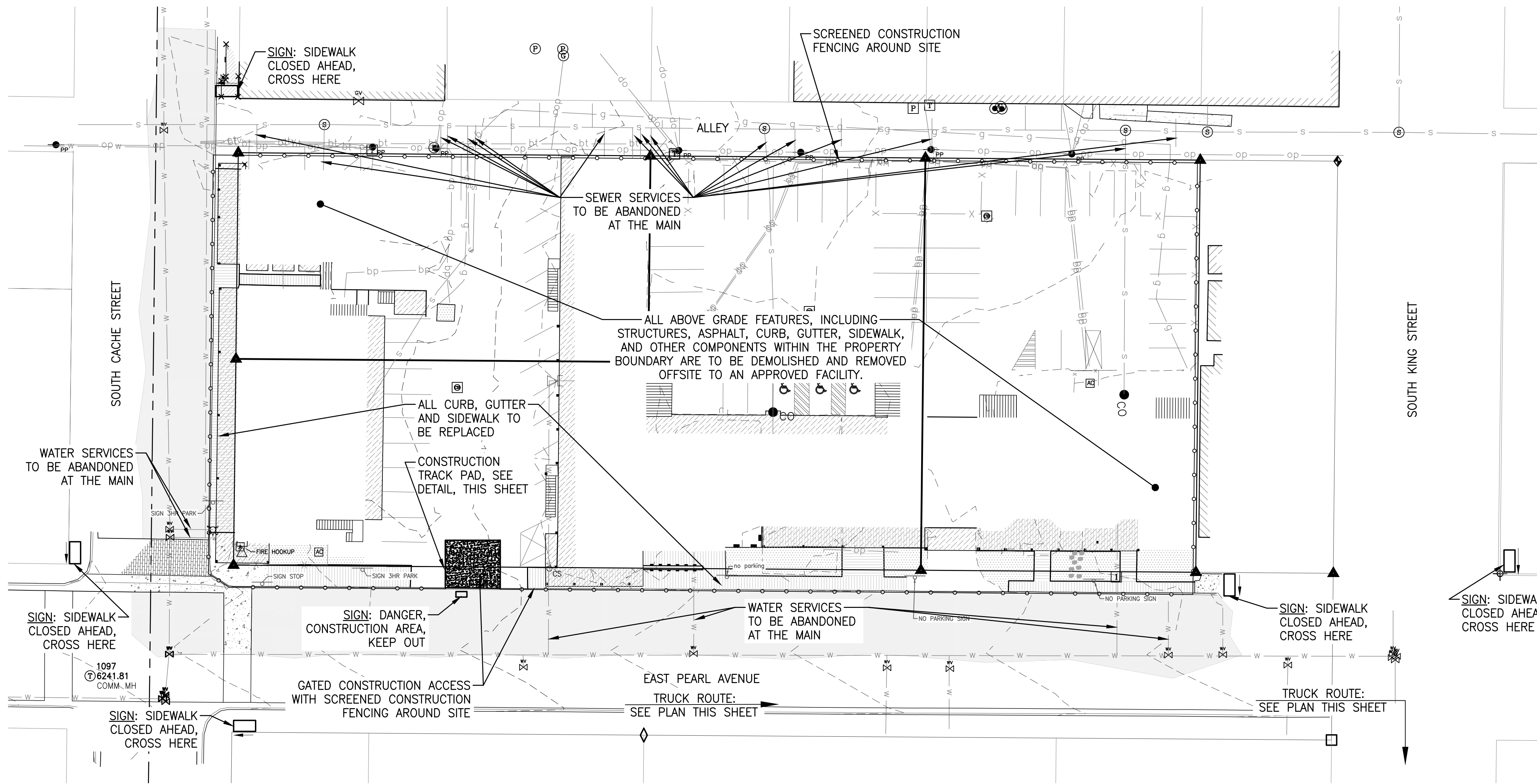
Sheet Number	Sheet Title
C1.0	EXISTING SITE PLAN
C1.1	DEMOLITION PLAN
C2.0	FINAL SITE PLAN
C3.0	WEST UTILITY SITE PLAN
C3.1	EAST UTILITY SITE PLAN
C3.2	STORM SEWER PLAN AND PROFILE
C3.3	WATER DETAILS
C3.4	SEWER DETAILS
C3.5	STORM SEWER DETAILS
C4.0	WEST GRADING PLAN
C4.1	EAST GRADING PLAN
C4.2	BULBOUT AND SIDEWALK DETAILS
C4.3	ROAD AND GRADING DETAILS
C4.4	ROAD AND GRADING DETAILS

- LEGEND**
- = PROPERTY LINE
 - = INTERIOR LOT LINES OF CACHE CREEK ADDITION
 - = SIDE OF EASEMENT LINE
 - = CENTERLINE OF EASEMENT
 - = ALIQUOT PART LINE
 - = CONTOUR LINE AND ELEVATION LABEL (TYP.)
 - = CURB AND GUTTER FLOW LINE
 - = FENCE LINE - WOOD UNDER 4 FT. OR AS LABELED
 - = GAS LINE
 - = POWER BURIED
 - = POWER OVERHEAD
 - = RETAINING WALL
 - = SANITARY SEWER LINE
 - = TELEPHONE LINE - BURIED
 - = WATER LINE
 - = AIR CONDITIONING UNIT
 - = AIR VENT
 - = BOLLARD
 - = CABLE TV PEDESTAL
 - = CATCH BASIN
 - = COMMUNICATION MANHOLE
 - = CURB STOP
 - = ELECTRIC METER
 - = FIBER OPTIC VAULT
 - = FIRE HYDRANT
 - = FLAG STONE
 - = GAS METER
 - = GAS VALVE
 - = HOSE BIB FOR FIRE
 - = IRRIGATION BOX
 - = POWER POLE
 - = SANITARY SEWER CLEANOUT
 - = SIGN
 - = TELEPHONE PEDESTAL
 - = WATER VALVE
 - = 6X6 WOOD COLUMN
 - = YARD HYDRANT
 - = BUILDING
 - = BOARDWALK
 - = CONCRETE
 - = DECK
 - = LANDSCAPING
 - = PAVEMENT
 - = STAIRS
 - = SNOW AND ICE COVERED AREAS
 - = FOUND REBAR WITH ALUMINUM CAP UNREADABLE
 - = FOUND BRASS CAP INSCRIBED "PLS 164"
 - = FOUND BRASS CAP INSCRIBED "PLS 2612"
 - = SET 5/8" REBAR WITH CAP OR PK/SHINER INSCRIBED "NELSON ENGR. PLS 15442"

DEVELOPMENT PLAN DRAWINGS - NOT FOR CONSTRUCTION

DRAWING NO C1.0	JOB TITLE RANCH INN MOTEL CACHE AND PEARL JACKSON, WYOMING	DRAWING TITLE EXISTING SITE PLAN	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087				
			DATE	3/29/2022	REV.		
			SURVEYED	NE			
			ENGINEERED	BO/MB			
			DRAWN	BO/BIG			
JOB NO 21-076-03			CHECKED	MB			
			APPROVED				

S:\Projects\2021\076-03 Ranch Inn Motel, Cache and Pearl - 21-076-03 DEMOLITION PLAN - Mar 25 2022 06:29:59 pm - RUTTER BY: elson DWG: 21-076-03

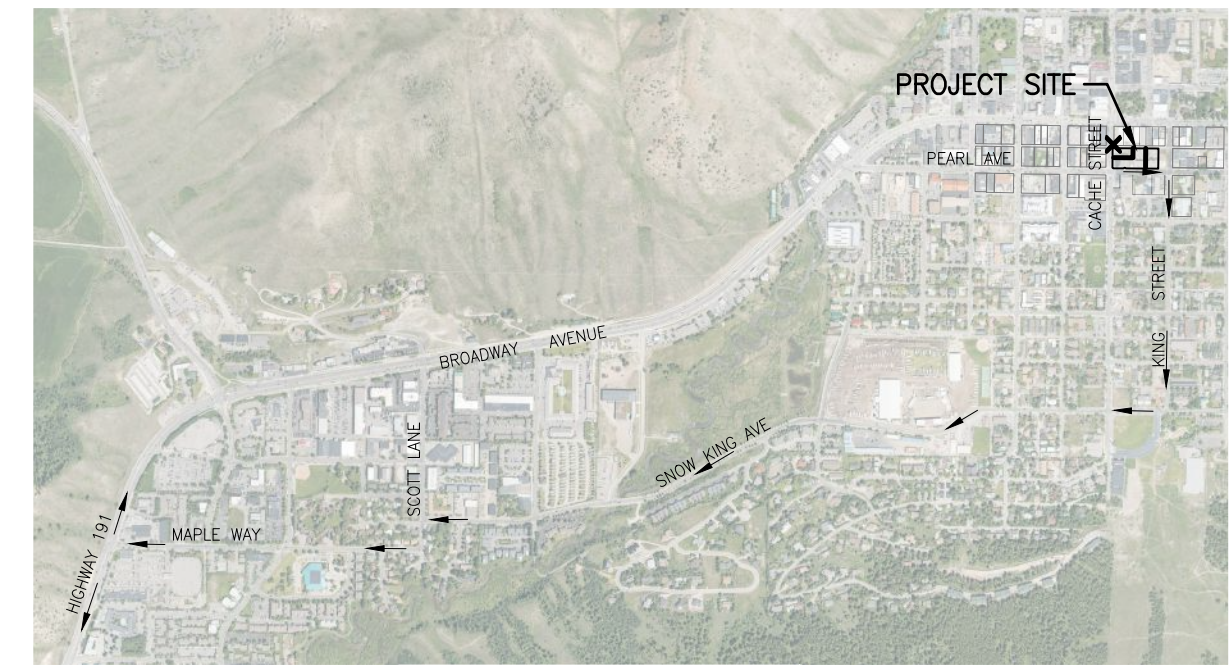


LEGEND	
	= PROPERTY LINE
	= INTERIOR LOT LINES OF CACHE CREEK ADDITION PLAT NO. 102
	= SIDE OF EASEMENT LINE
	= CENTERLINE OF EASEMENT
	= ALIQUOT PART LINE
	= CONTOUR LINE AND ELEVATION LABEL (TYP.)
	= CURB AND GUTTER FLOW LINE
	= FENCE LINE - WOOD UNDER 4 FT. OR AS LABELED
	= GAS LINE
	= POWER BURIED
	= POWER OVERHEAD
	= RETAINING WALL
	= SANITARY SEWER LINE
	= TELEPHONE LINE - BURIED
	= WATER LINE
	= AIR CONDITIONING UNIT
	= AIR VENT
	= BOLLARD
	= CABLE TV PEDESTAL
	= CATCH BASIN
	= COMMUNICATION MANHOLE
	= CURB STOP
	= ELECTRIC METER
	= FIBER OPTIC VAULT
	= FIRE HYDRANT
	= FLAG STONE
	= GAS METER
	= GAS VALVE
	= HOSE BIB FOR FIRE
	= IRRIGATION BOX
	= POWER POLE
	= SANITARY SEWER CLEANOUT
	= SIGN
	= TELEPHONE PEDESTAL
	= WATER VALVE
	= 6X6 WOOD COLUMN
	= YARD HYDRANT
	= BUILDING
	= BOARDWALK
	= CONCRETE
	= DECK
	= LANDSCAPING
	= PAVEMENT
	= STAIRS
	= SNOW AND ICE COVERED AREAS
	= FOUND REBAR WITH ALUMINUM CAP UNREADABLE
	= FOUND BRASS CAP INSCRIBED "PLS 164"
	= FOUND BRASS CAP INSCRIBED "PLS 2612"
	= SET 5/8" REBAR WITH CAP OR PK/SHINER INSCRIBED "NELSON ENGR. PLS 15442"

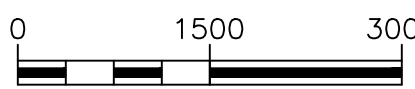
DEMOLITION PLAN

DEMOLITION NOTES

- CONSTRUCTION ACTIVITIES SHALL OCCUR 2022/2023.
- CONTRACTOR SHALL INSTALL CONSTRUCTION ACCESS TRACK PAD AT THE CONSTRUCTION ENTRANCE, SEE DETAIL 1 THIS SHEET.
- CONTRACTOR SHALL PREVENT TRACKING OF SOIL ONTO THE ROAD AND CLEAR ROAD OF ANY SOILS WHEN NECESSARY.
- ALL EXISTING UTILITY SERVICES TO BE ABANDONED AT THE MAIN. EXISTING UTILITIES WILL BE ABANDONED IN COORDINATION WITH THE UTILITY COMPANIES. EXISTING WATER AND SEWER SERVICES ARE INDICATED FROM THE TOWN OF JACKSON GIS. COORDINATION WITH TOJ PUBLIC WORKS WILL BE REQUIRED TO DETERMINE WHICH SERVICES ARE LIVE AND NEED TO BE ABANDONED PRIOR TO CONSTRUCTION.
- ASBESTOS CONTAINING MATERIALS MAY BE PRESENT. REFER TO TESTING REPORT.
- A TOJ ENCROACHMENT PERMIT WILL BE REQUIRED. PERMIT MUST BE SUBMITTED TO TOWN OF JACKSON PRIOR TO ANY WORK IN RIGHT-OF-WAY.
- TEMPORARY CONSTRUCTION FENCING TO BE SCREENED PER TOWN OF JACKSON REQUIREMENTS.
- GATED ENTRY TO REMAINED CLOSED AT ALL TIMES EXCEPT WHEN CONSTRUCTION EQUIPMENT AND/OR DEMOLITION DEBRIS IS BEING MOVED IN OR TRUCKED OUT.



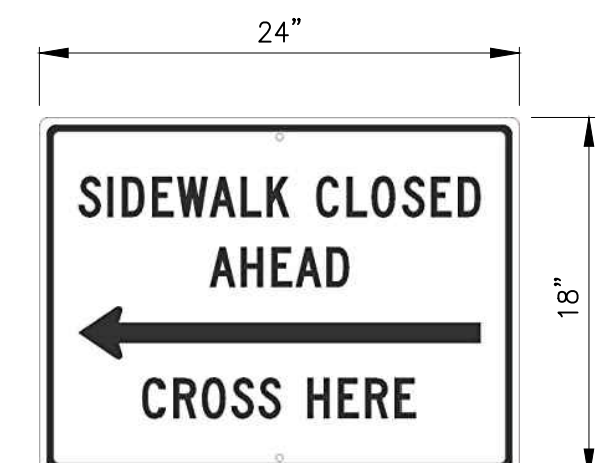
TRUCK ROUTE/ VICINITY PLAN



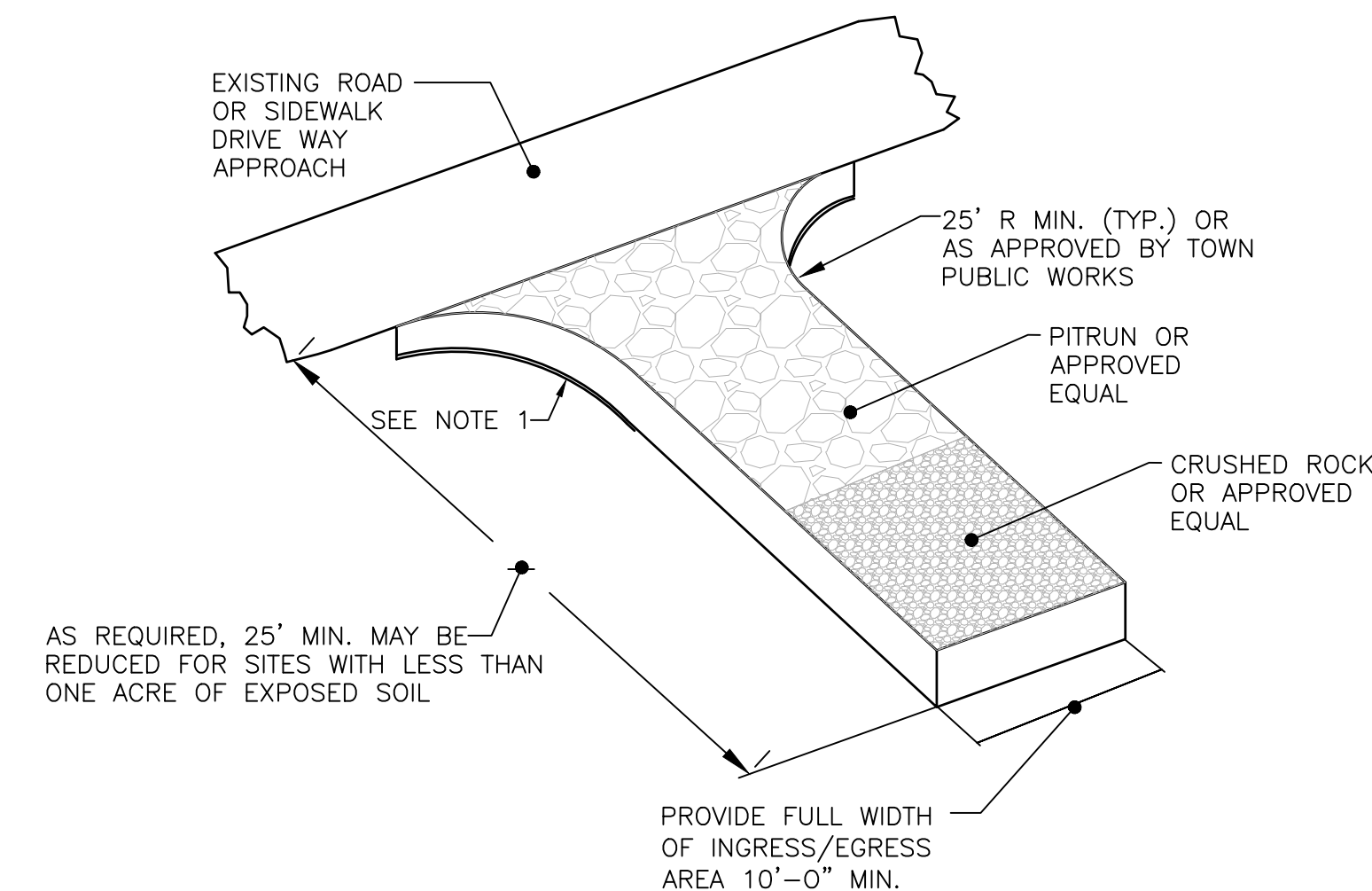
TRUCK ROUTE:
LEAVE SITE TO EAST ON PEARL AVENUE
TURN SOUTH ON TO SOUTH KING STREET
TURN WEST ON SNOW KING AVENUE
TURN SOUTH ON SCOTT LANE TO MAPLE WAY
TO ACCESS HIGHWAY 191 SOUTH OF TOWN



DANGER SIGN
(1 REQUIRED)



SIDEWALK
CLOSED SIGN
(4 REQUIRED,
2 LEFT, 2 RIGHT)



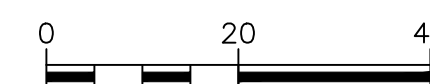
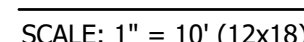
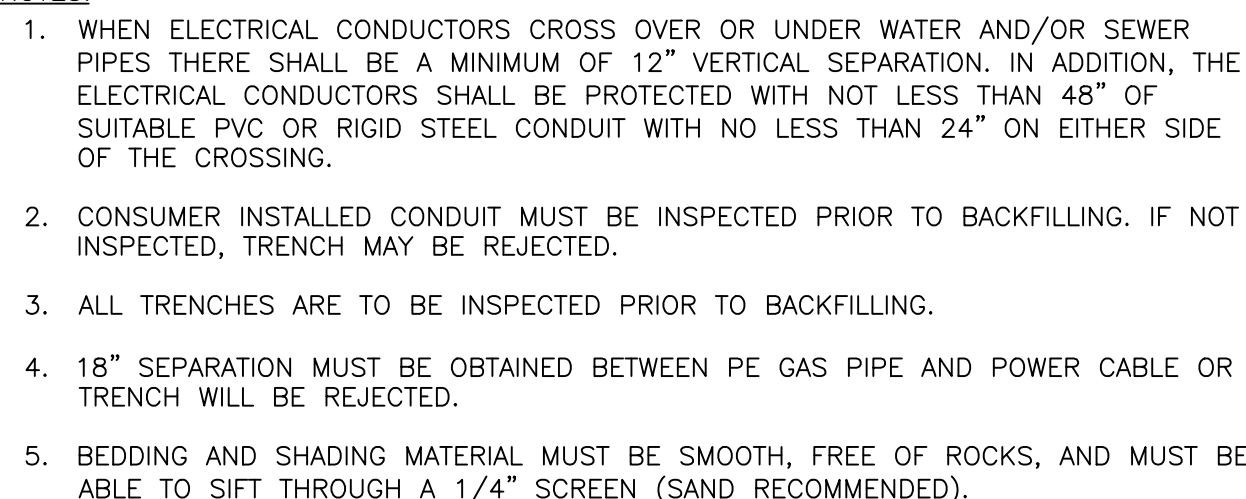
- NOTES:
- PLACE CONSTRUCTION GEOTEXTILE FOR SOIL STABILIZATION UNDER THE CRUSHED ROCK FROM THE EDGE OF THE EXISTING ROADWAY TO THE RADIUS RETURNS, OR AS DIRECTED BY PUBLIC WORKS.
 - ENTRANCE SHALL BE REMOVED AND RECONSTRUCTED AS REQUIRED TO PREVENT EXCESS TRACKING OF MATERIALS ONTO RIGHT-OF-WAY, OR WHEN DIRECTED BY THE TOWN PUBLIC WORKS DEPARTMENT.

1
C1.1 CONSTRUCTION TRACK PAD DETAIL
N.T.S.

DEVELOPMENT PLAN DRAWINGS - NOT FOR CONSTRUCTION

DRAWING NO	C1.1	JOB NO	21-076-03	JOB TITLE	RANCH INN MOTEL CACHE AND PEARL JACKSON, WYOMING	DRAWING TITLE	FINAL DEMOLITION PLAN	REV.				
								DATE	SURVEYED	ENGINEERED	DRAWN	CHECKED
								3/29/2022	NE	BO/MB	BO/BIG	MB

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



(DEVELOPMENT PLAN DRAWINGS - NOT FOR CONSTRUCTION)

DATE	3/29/2022	REV.
SURVEYED	NE	
ENGINEERED	BO/MB	
DRAWN	BO/BJG	
CHECKED	MB	
APPROVED		

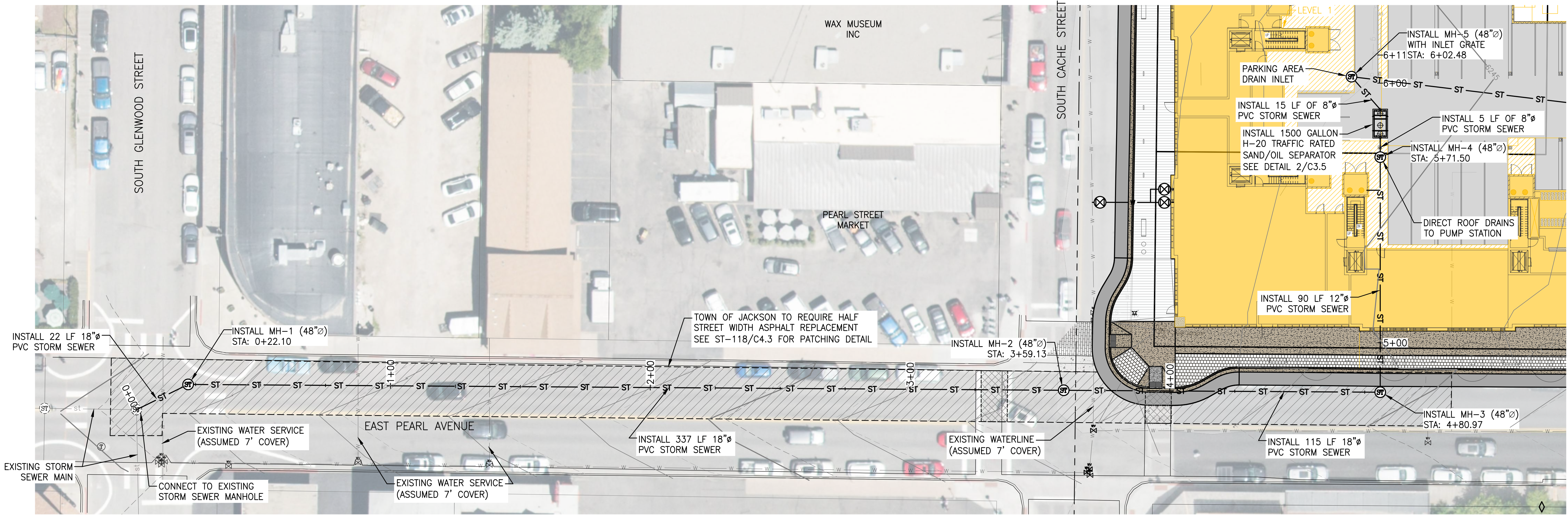
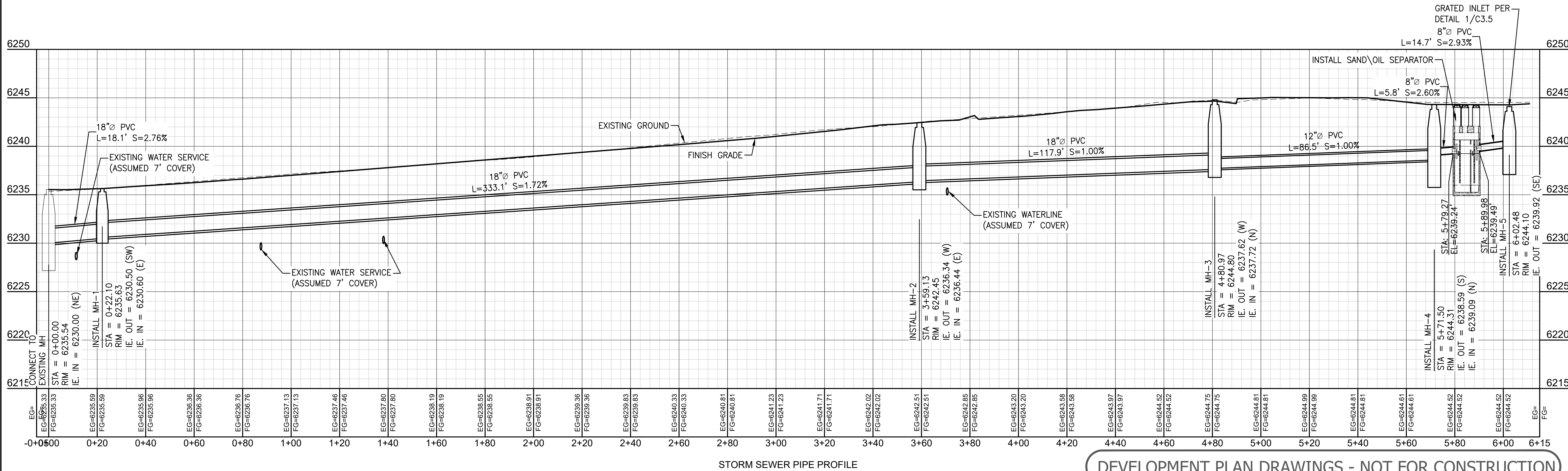
**NELSON
ENGINEERING**
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

DRAWING TITLE
WEST UTILITY SITE PLAN

JOB TITLE
RANCH INN MOTEL
CACHE AND PEARL
JACKSON, WYOMING

DRAWING NO
C3.0
JOB NO
21-076-03

S:\Projects\2025\106-03 Ranch Inn Motel, Cache and Pearl - main - civil\4 drawings\SDR\UTILITY\Plan\Drawings STORM SEWER PLAN AND PROFILE - Mar 25 2025 06:20:59 pm PLOTTED BY: dson DWG FORMAT: 241



DRAWING TITLE
STORM SEWER PLAN AND PROFILE

JOB TITLE
RANCH INN MOTEL
CACHE AND PEARL
JACKSON, WYOMING

DRAWING NO
C3.2
JOB NO
21-076-03

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

DATE	3/29/2022	REV.
SURVEYED	NE	
ENGINEERED	BO/MB	
DRAWN	BO/BIG	
CHECKED		
APPROVED	MB	

S:\Projects\2023\1016-03 RANCH INN MOTEL CASH AND PEARL JACKSON, WYOMING\Drawings\DETAILS-WATER-SERVICE\dwg WATER DETAILS.dwg DATE: 10/16/2023 PLOT DATE: 10/16/2023 PLOT BY: dson DWG FORMAT: 241



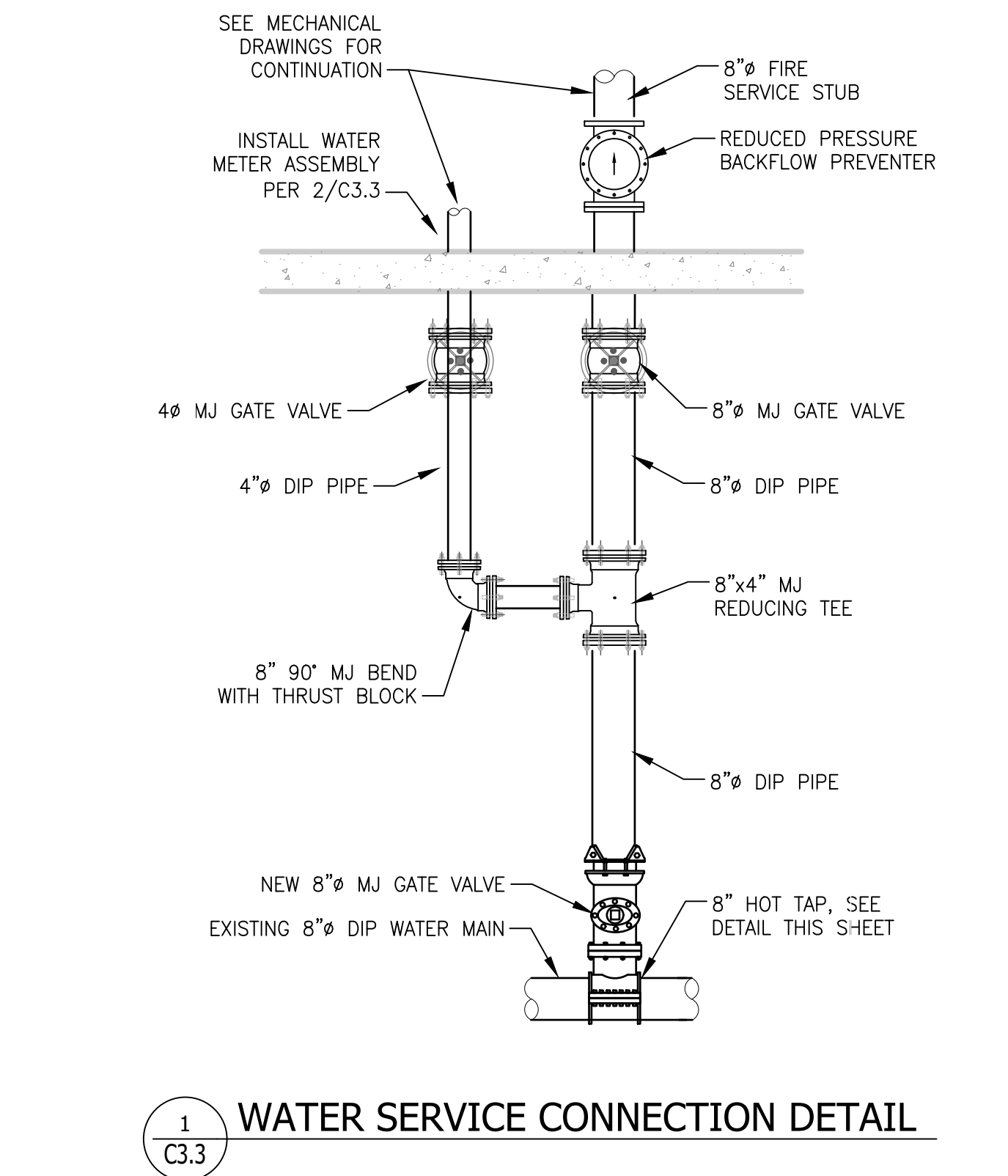
W-100
C3.3

WATER MAIN AND SERVICE LINE TRENCH

TOJ STD DETAIL

DATE: 1/14/13

SCALE: NTS



1

C3.3

WATER SERVICE CONNECTION DETAIL



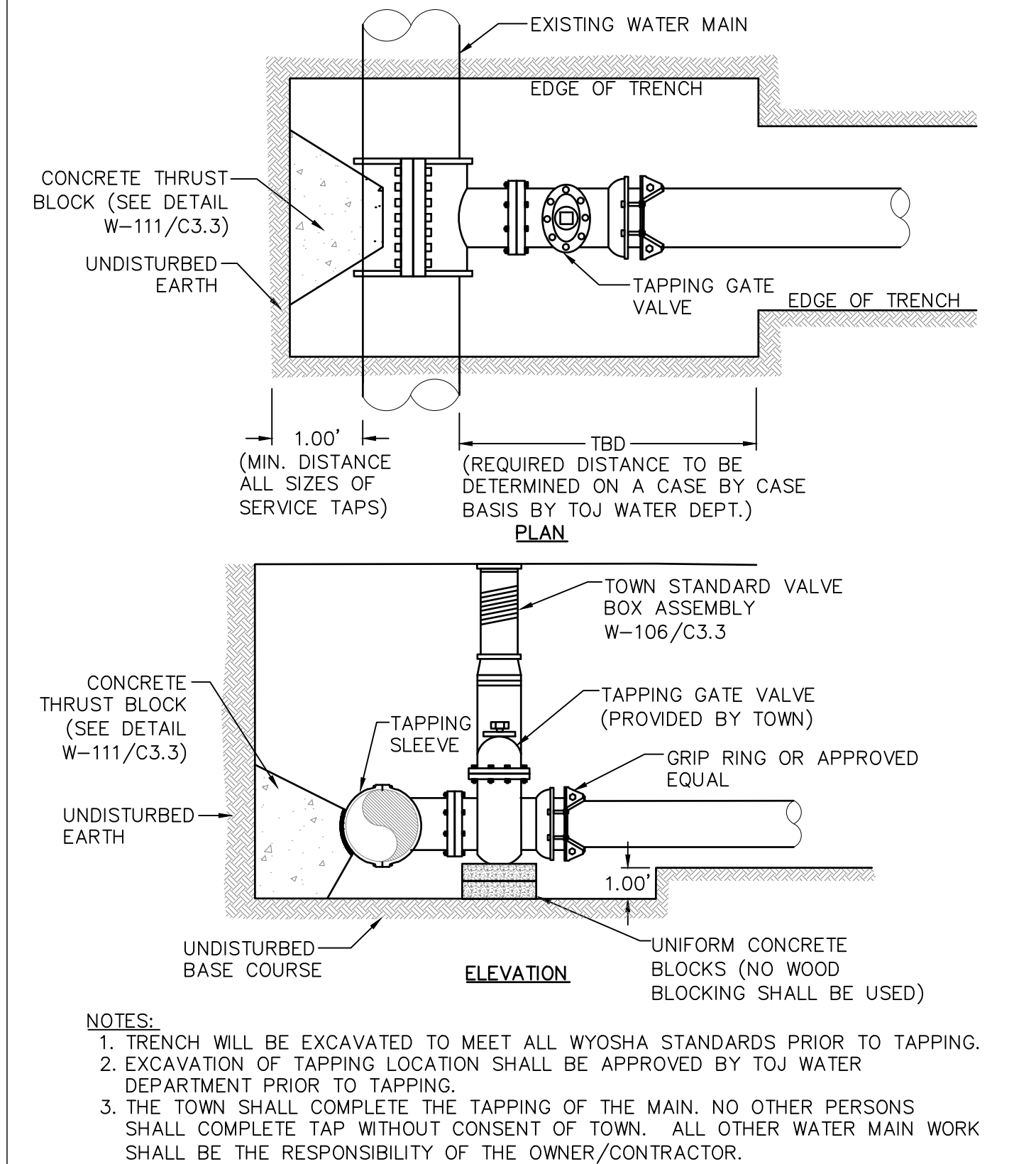
W-118
C3.3

WATER MAIN TAPPING DETAIL

TOJ STD DETAIL

DATE: 1/17/13

SCALE: NTS





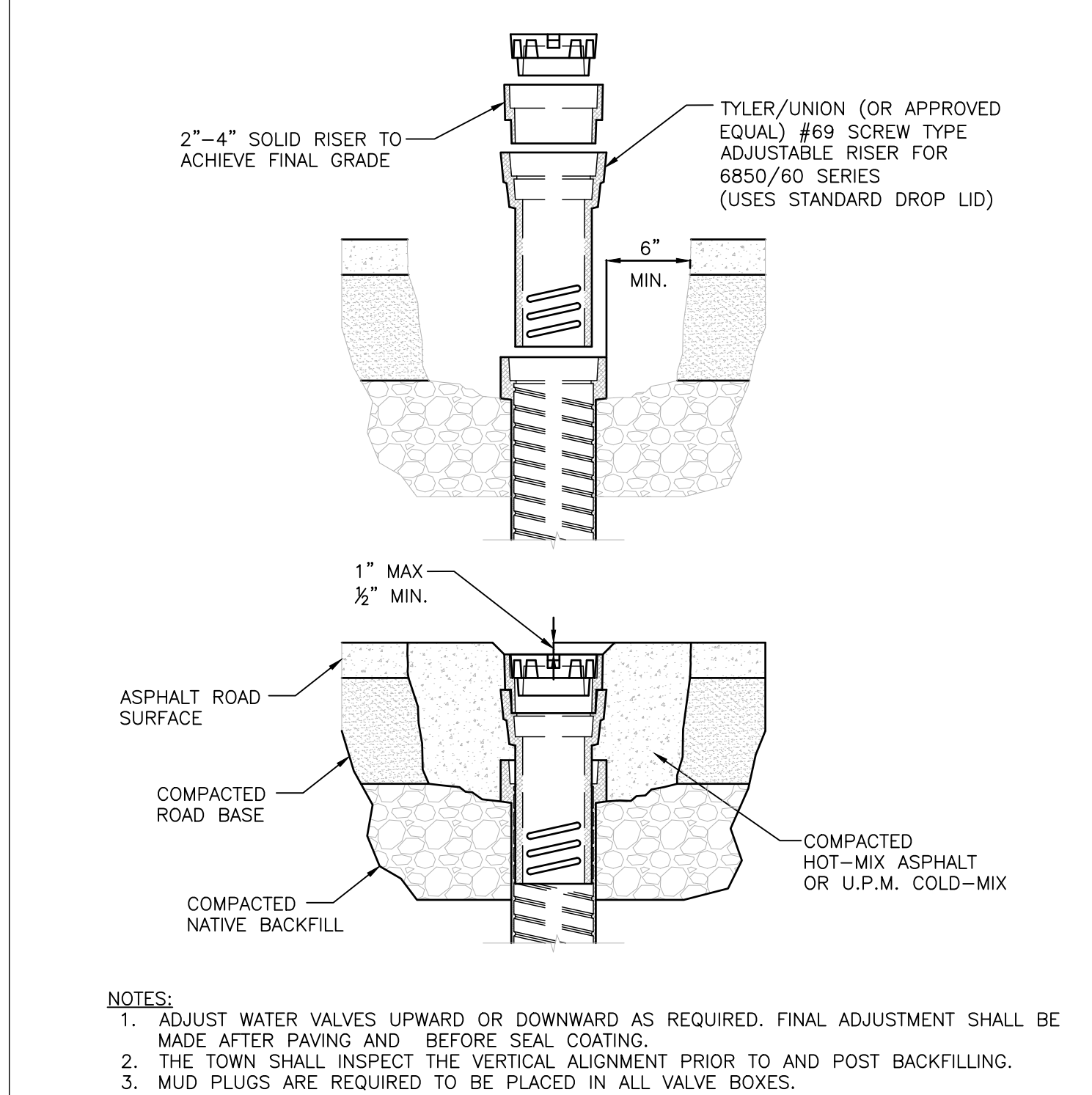
W-106
C3.3

WATER VALVE COLLAR ASSEMBLY

TOJ STD DETAIL

DATE: 1/16/13

SCALE: NTS





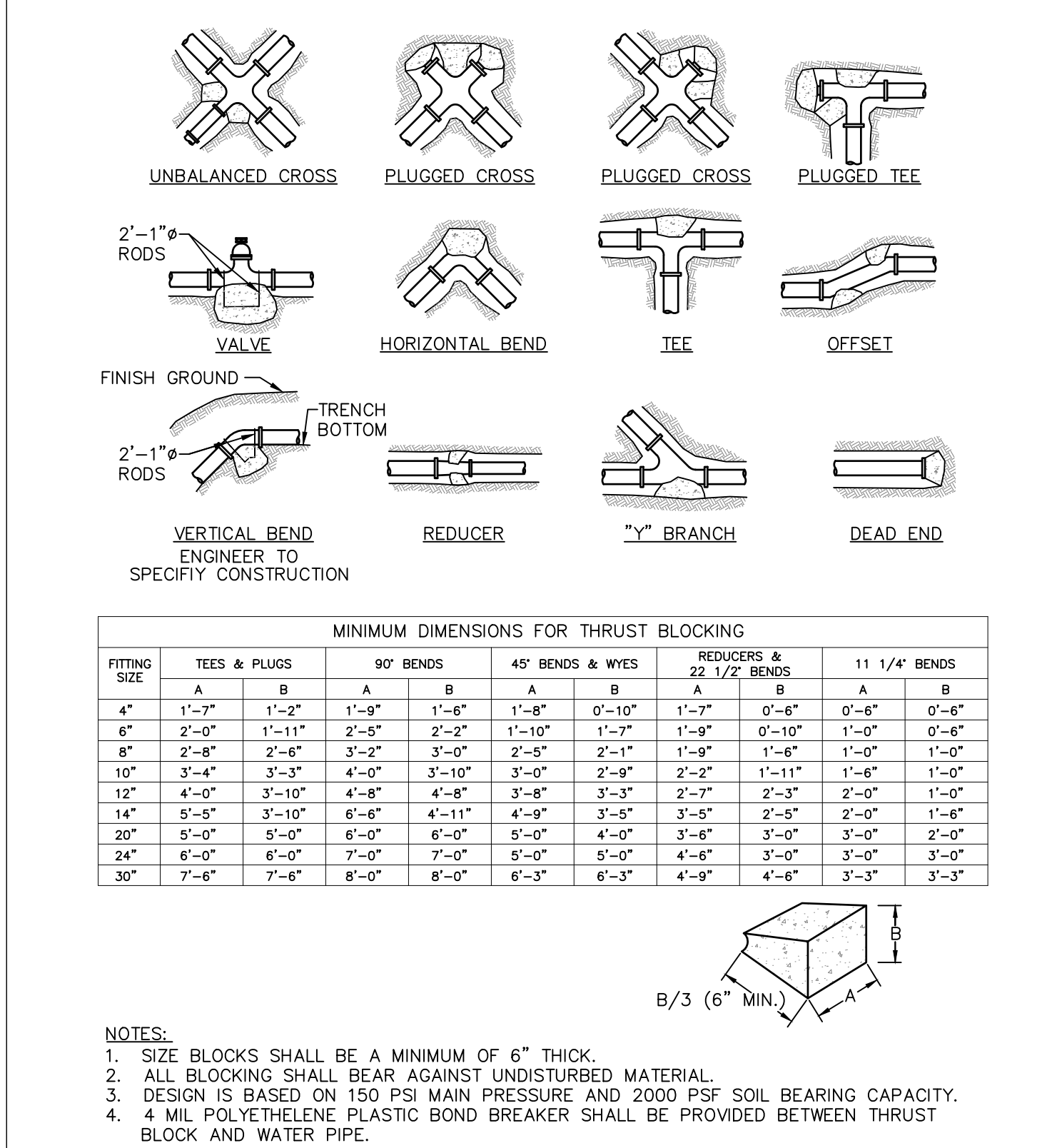
W-111
C3.3

THRUST BLOCK DETAILS

TOJ STD DETAIL

DATE: 1/16/13

SCALE: NTS



DRAWING NO

C3.3

JOB TITLE

RANCH INN MOTEL
CACHE AND PEARL
JACKSON, WYOMING

DRAWING TITLE

WATER DETAILS

DATE

3/29/2022

REV.

NE

BO/MB

BO/BIG

MB

SURVEYED

ENGINEERED

DRAWN

CHECKED

APPROVED

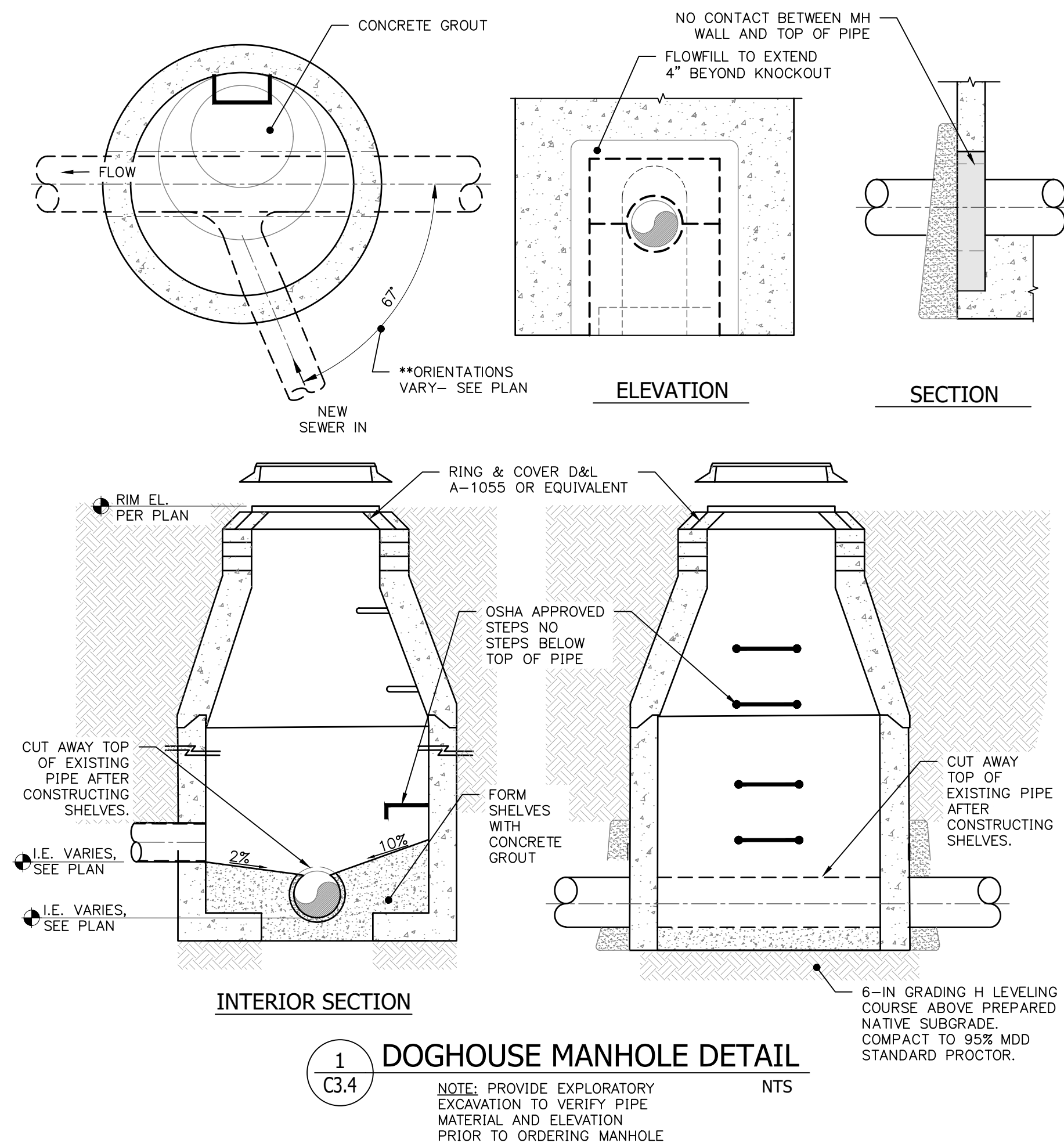
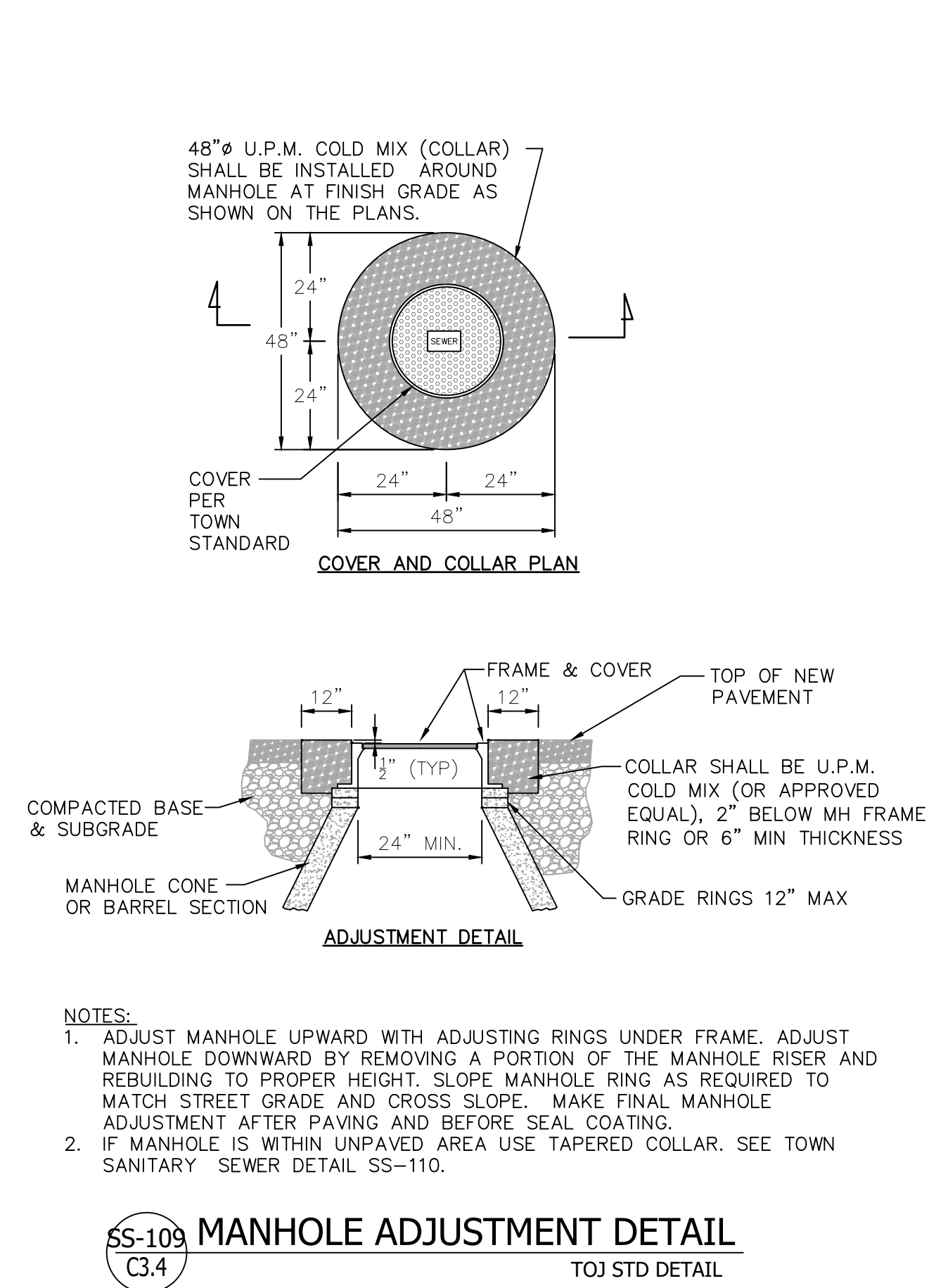
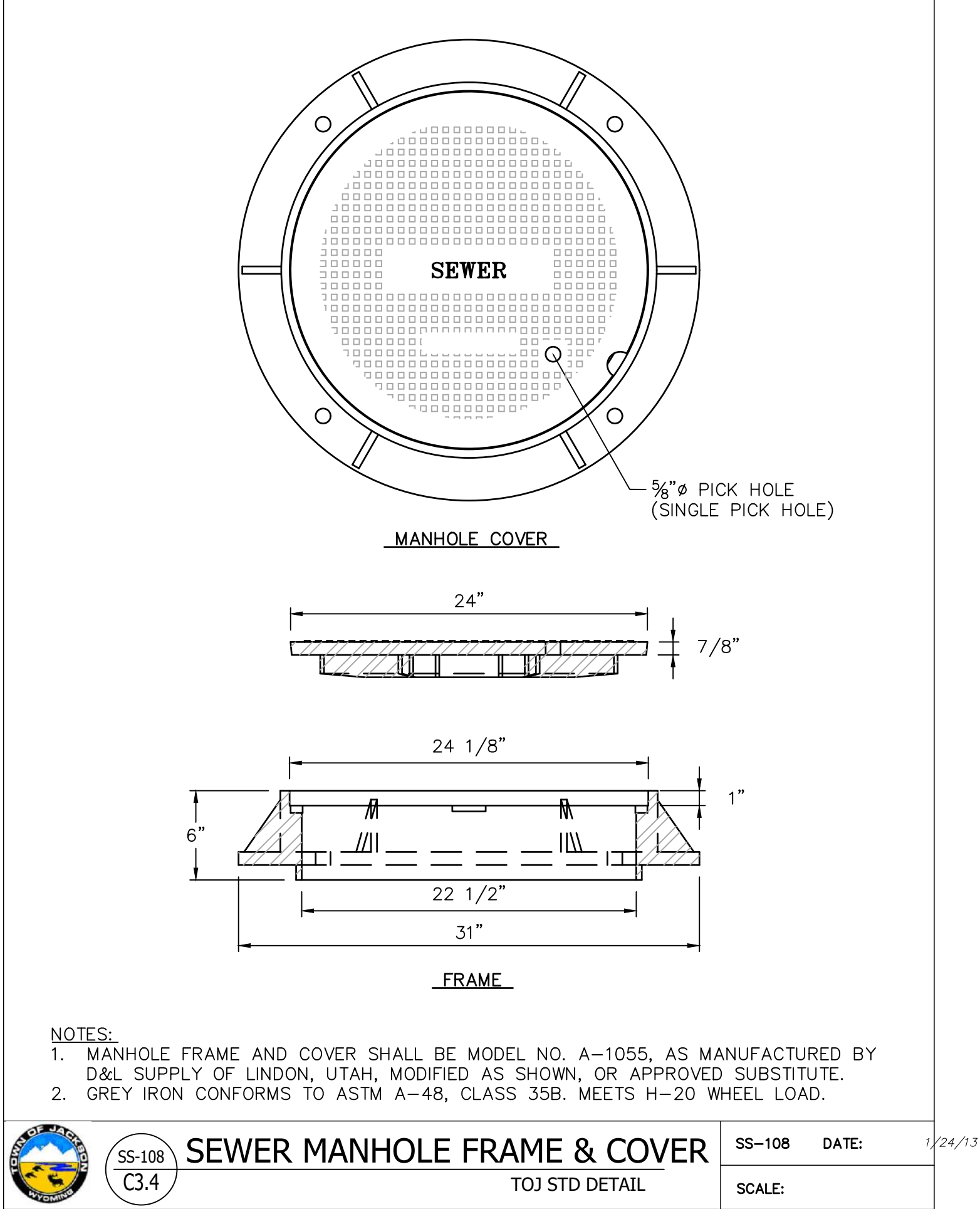
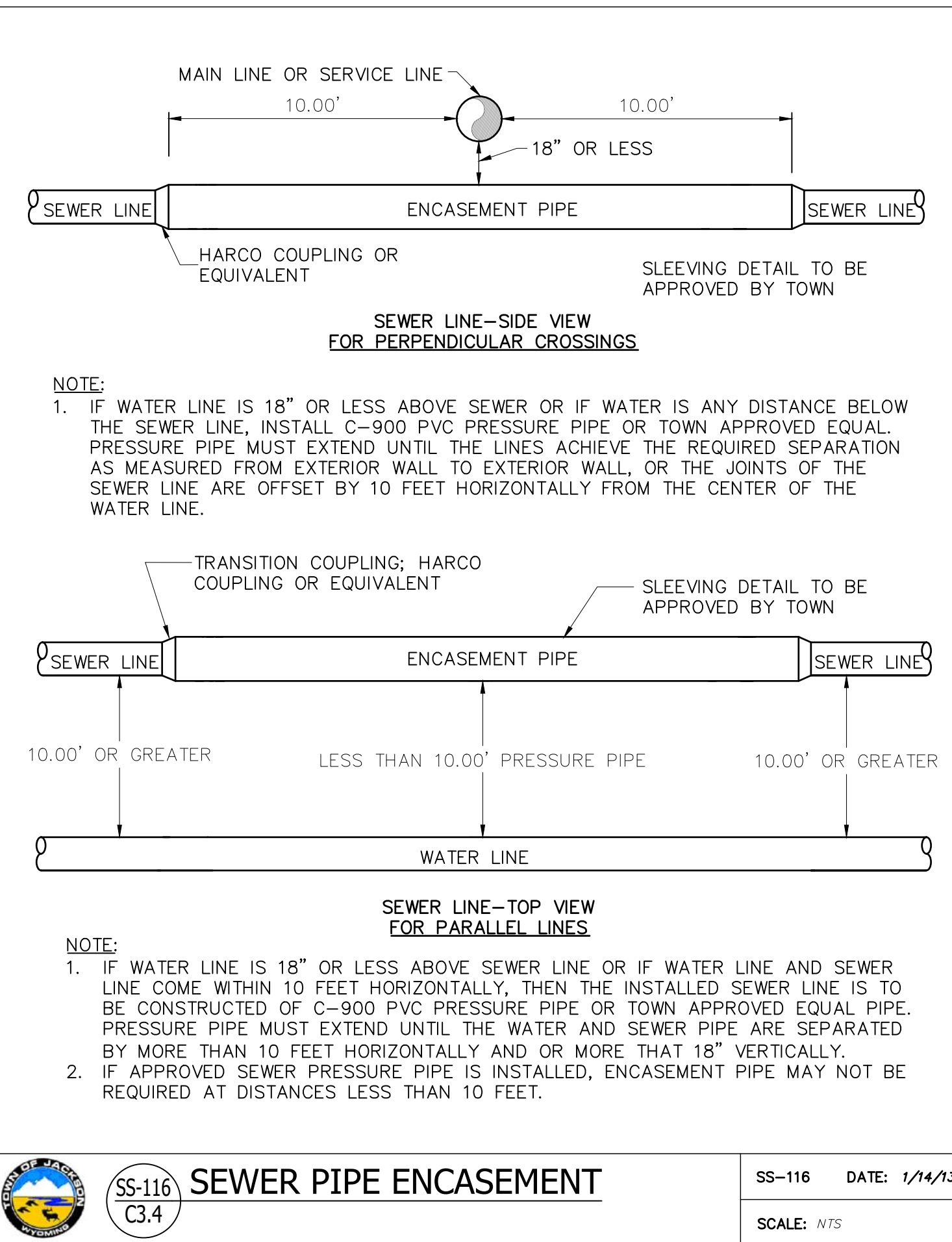
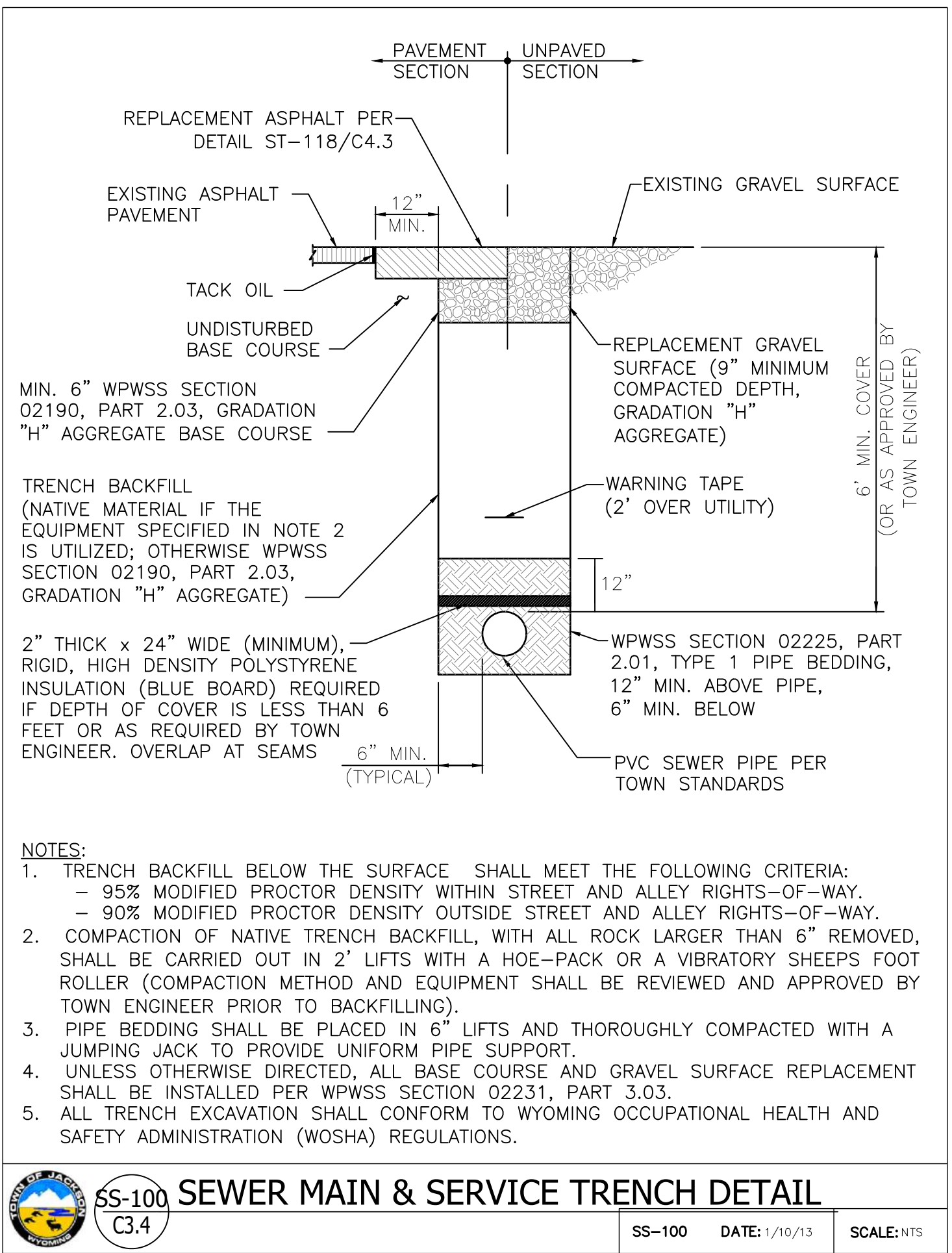
JOB NO

21-076-03

NELSON
ENGINEERING

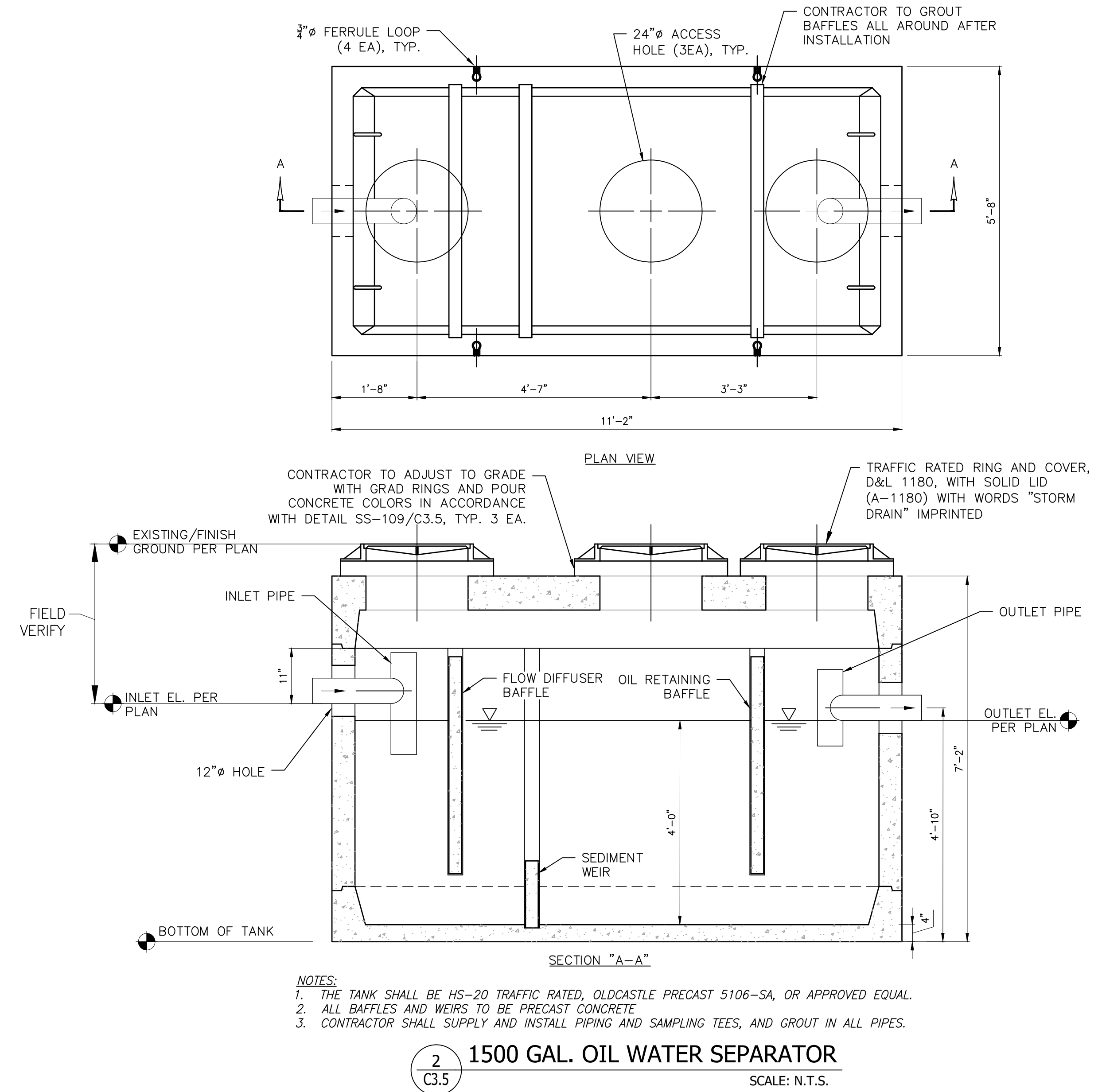
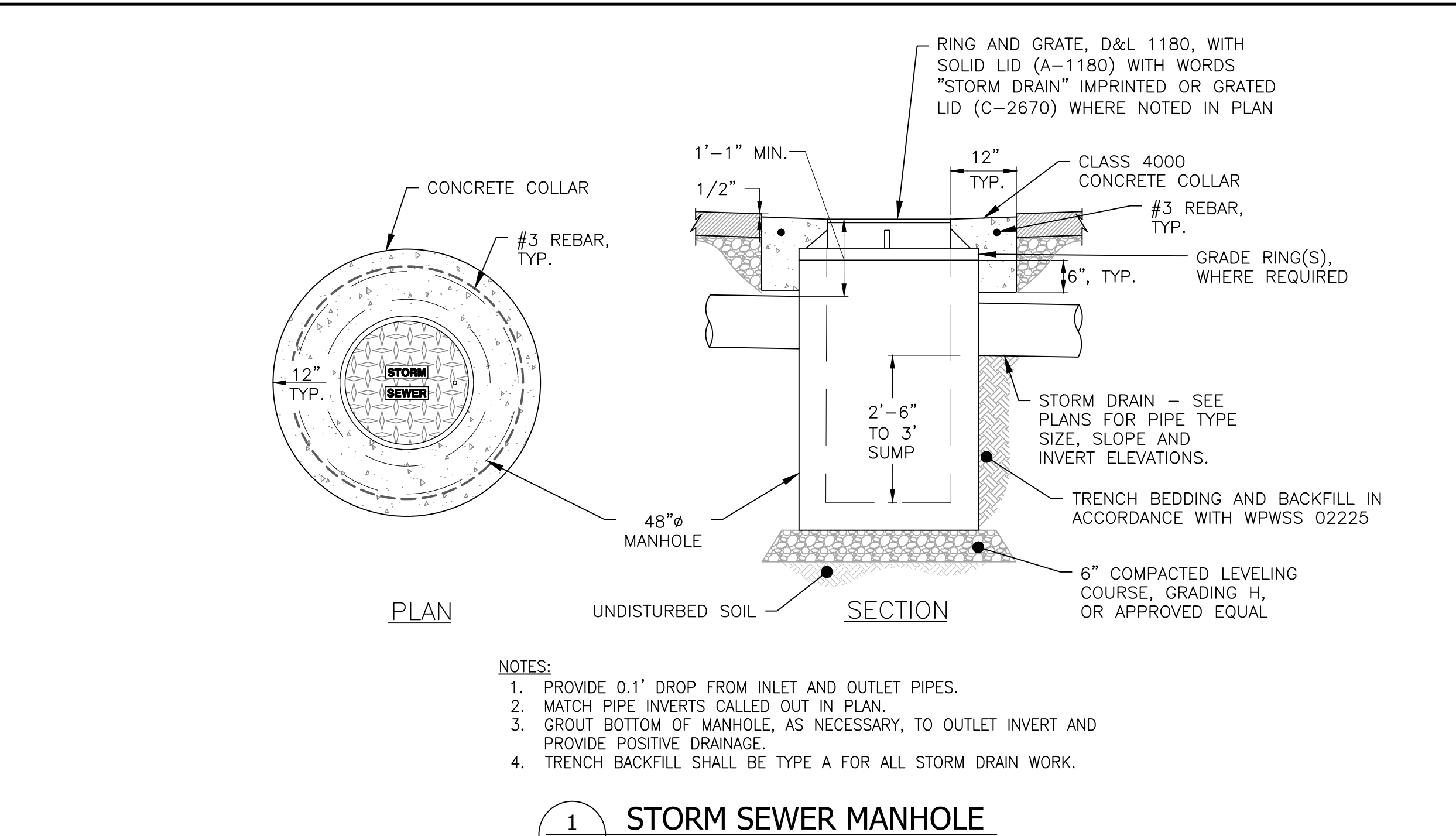
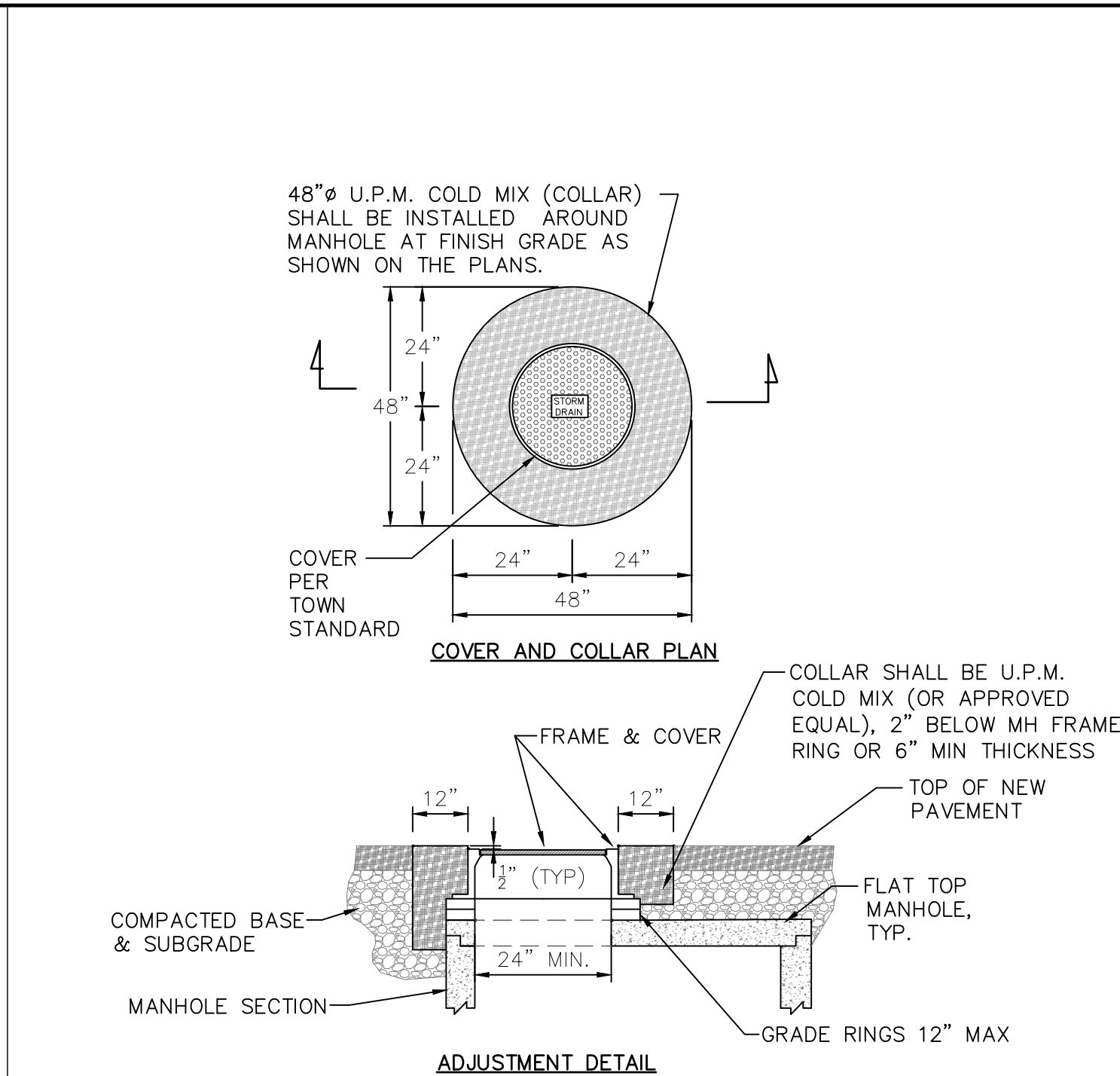
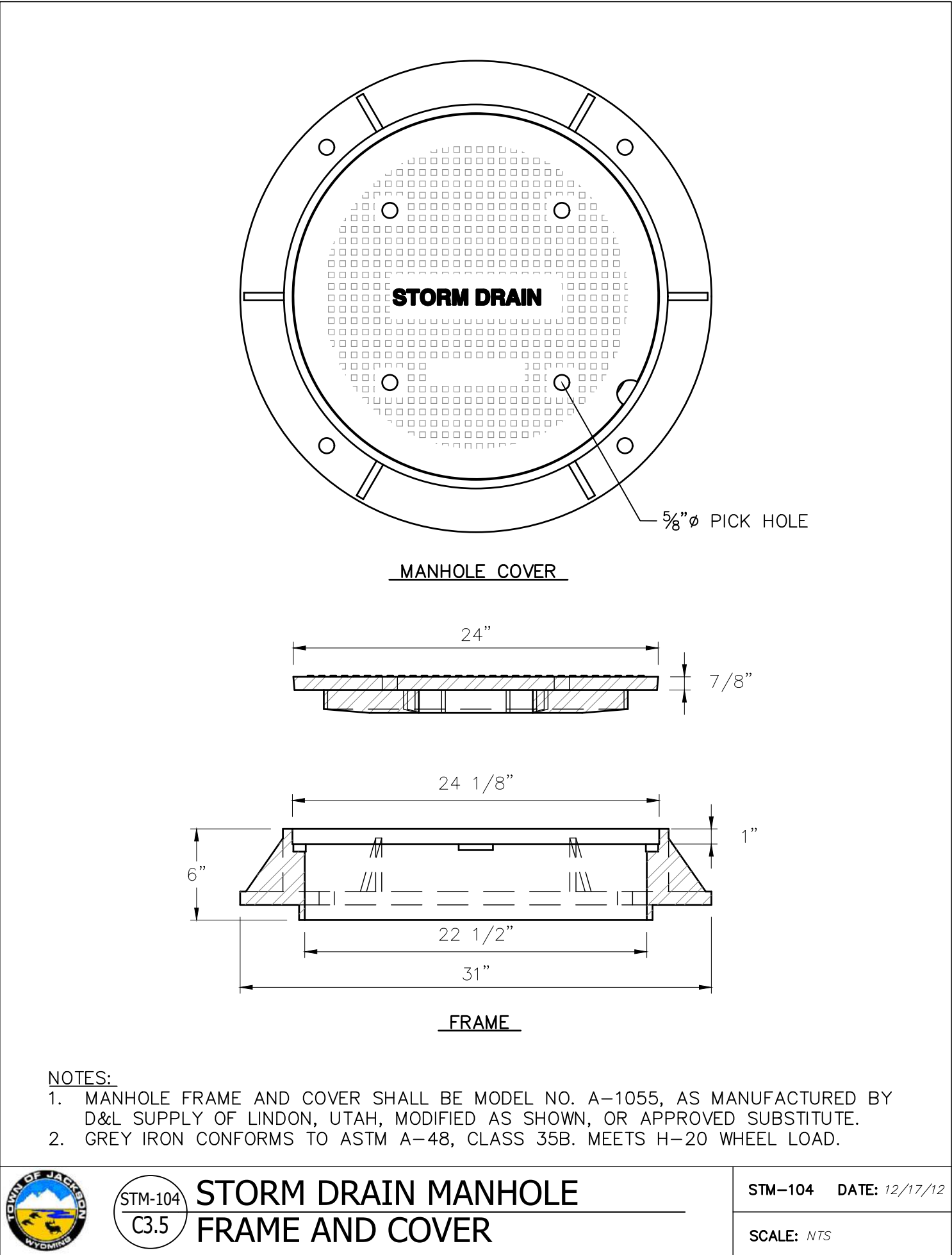
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

S:\Projects\2024\16-03 Ranch Inn Motel, Cache and Pearl - 21-076-03.dwg - civil\4 drawings\DETAILS-WATER-SEWER.dwg (SHEET DETAILS) - Rev 25 2024 06:26:59 pm PLOTTED BY: dson DWG FORMAT: 24x



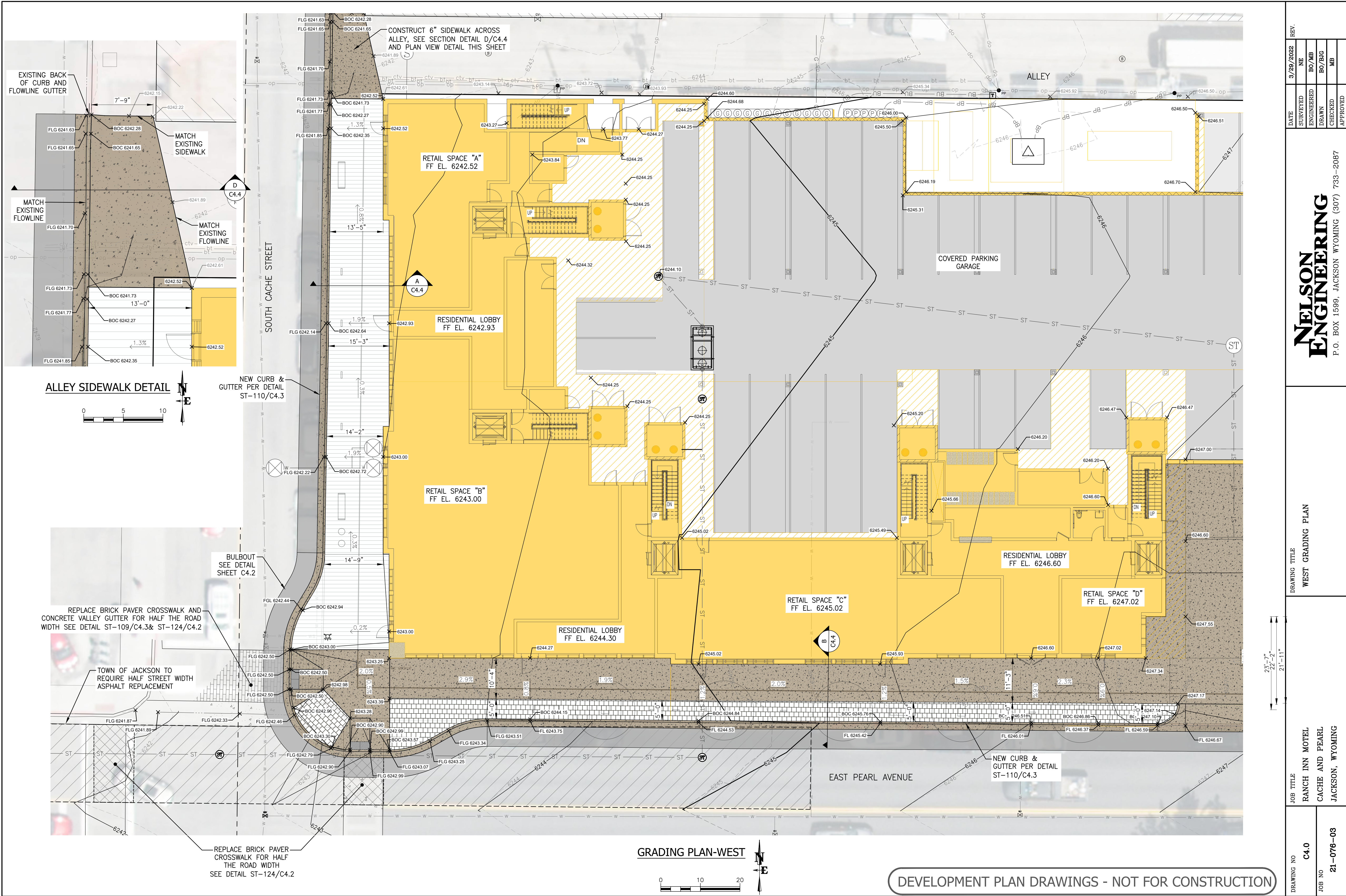
DRAWING NO C3.4		JOB TITLE RANCH INN MOTEL CACHE AND PEARL JACKSON, WYOMING	DRAWING TITLE SEWER DETAILS	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087							REV.
JOB NO 21-076-03				DATE 3/29/2022	SURVEYED NE	ENGINEERED BO/MB	DRAWN BO/BIG	CHECKED MB	APPROVED		

S:\P\2023\10\16-03 ranch inn motel cache and pearl - mds - cadd\14 drawings\DETAILS-Storm\dwg STORM WATER DETAILS.dwg (3/29/2023 10:16:03) ranch inn motel cache and pearl - mds - cadd\14 drawings\DETAILS-Storm\dwg STORM WATER DETAILS.dwg (3/29/2023 10:16:03) PLOTTED BY: dson BUC FORMAT: 241

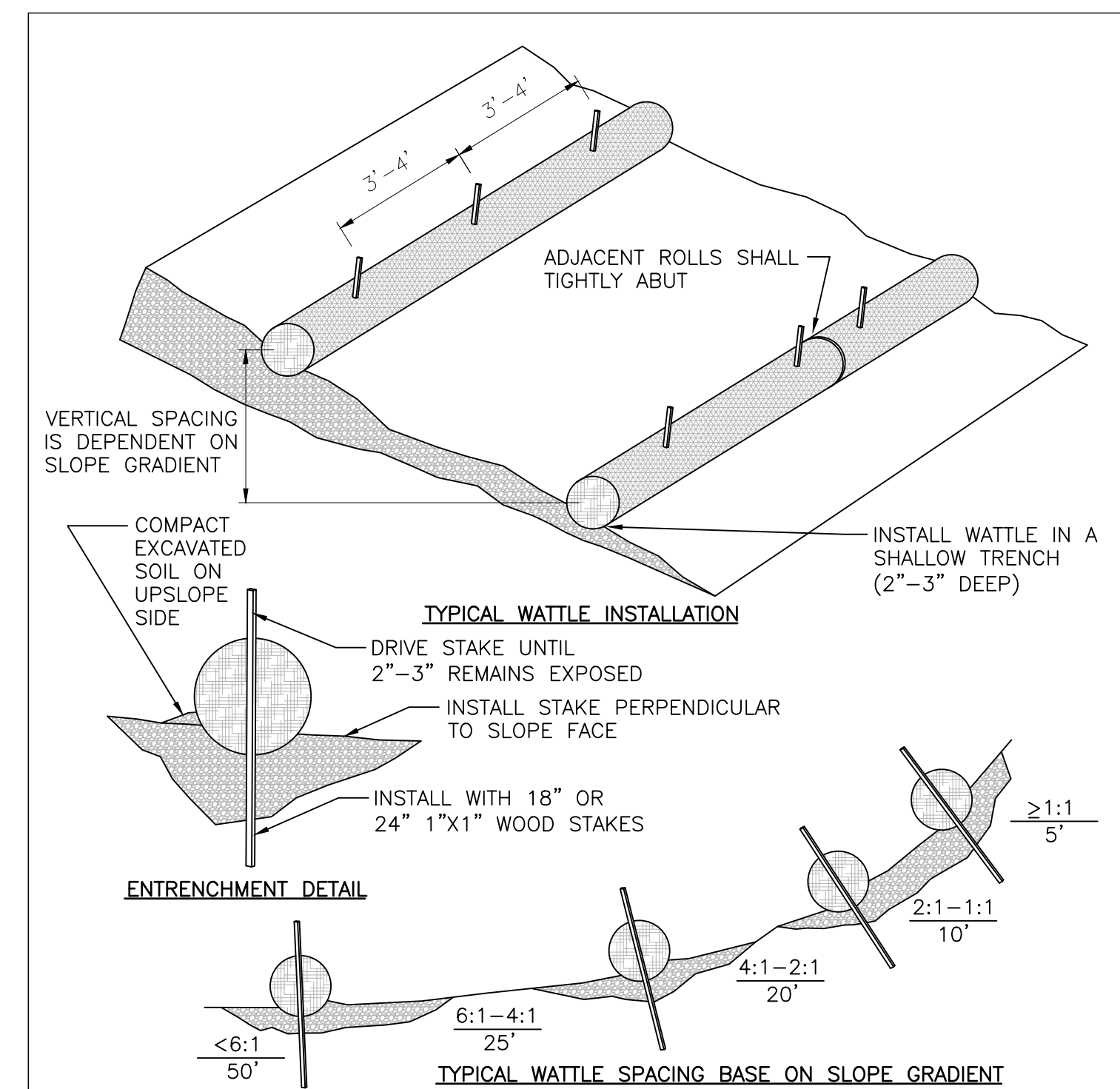
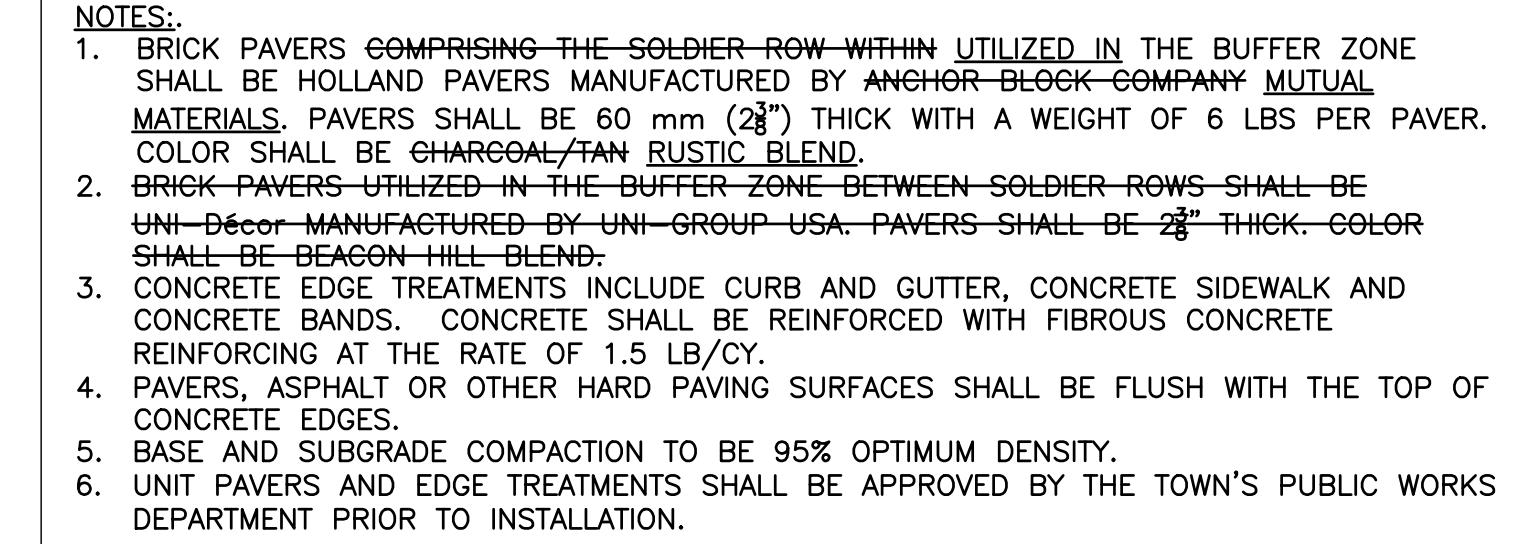


DRAWING NO	C3.5	JOB NO	21-076-03	JOB TITLE	RANCH INN MOTEL CACHE AND PEARL JACKSON, WYOMING	DRAWING TITLE	STORM SEWER DETAILS	REV.				
								DATE	SURVEYED	ENGINEERED	DRAWN	CHECKED
								3/29/2022	NE	BO/MB	BO/BIG	MB

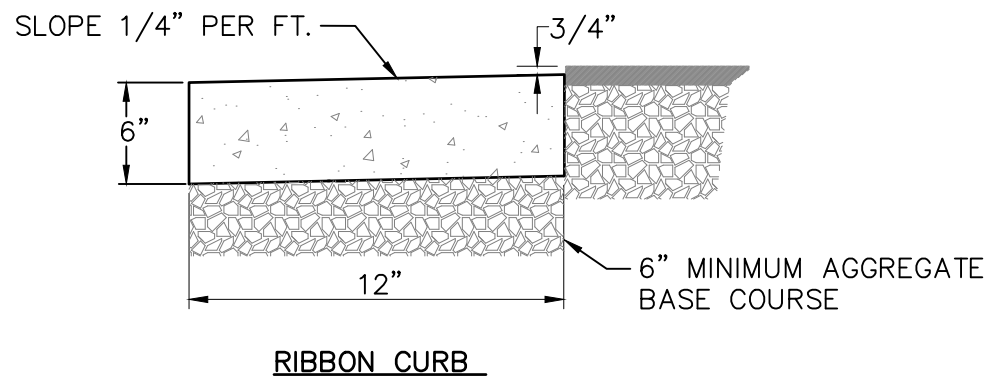
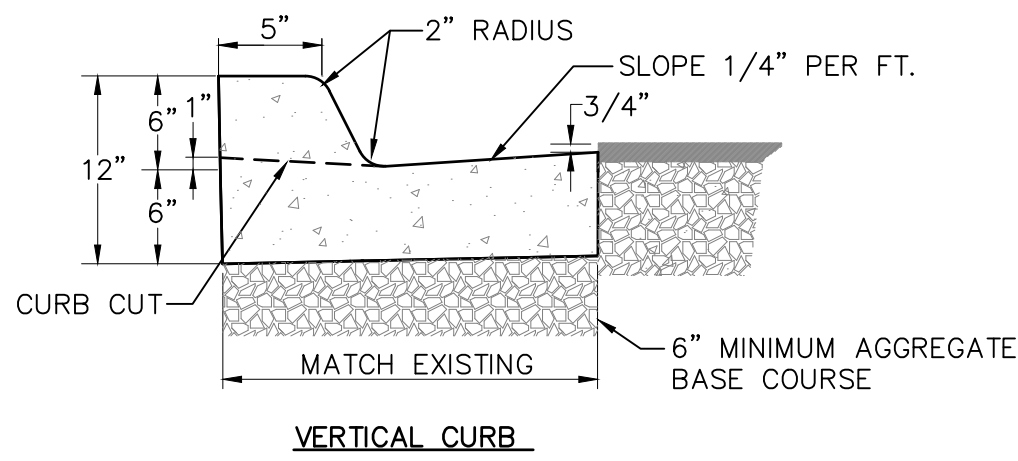
NELSON ENGINEERING
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087



DRAWING NO C4.0	JOB TITLE RANCH INN MOTEL CACHE AND PEARL JACKSON, WYOMING	DRAWING TITLE WEST GRADING PLAN	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 793-2087					REV.
			DATE	3/29/2022				
JOB NO 21-076-03				SURVEYED	NE			
				ENGINEERED	BO/MB			
				DRAWN	BO/BIG			
				CHECKED	MB			
				APPROVED				



S:\P\2025\UT6-03 (Ranch Inn Motel, Curb and Pavement) - mds - c4.3\4. Paving Details-Grading-Roadway (ROAD-GRADING DETAILS) - Mar 25 2022 10:30:11 pm PLUTED BY: dson DWG: UT6-03.dwg

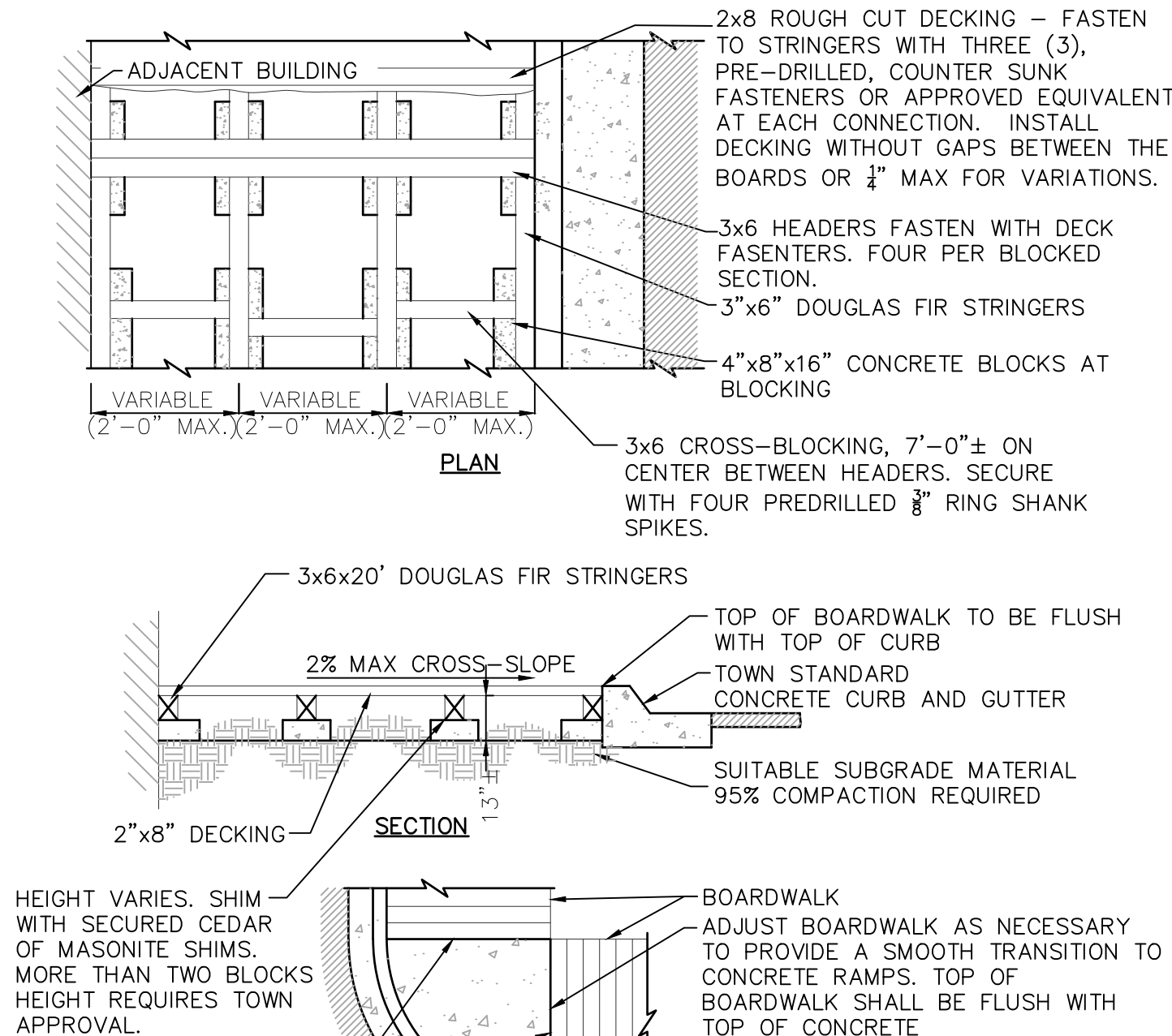


- NOTES:
- CURBS SHALL CONFORM TO WPSS SECTION 02525, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERMESH-REINFORCED CLASS 4000 CONCRETE CONFORMING WITH WPSS SECTION 03304, PART 2.07.
 - AGGREGATE BASE COURSE SHALL BE SIX INCH MINIMUM THICKNESS, CONFORM TO WPSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPSS SECTION 02231, PART 3.03.
 - REMOVAL AND REPLACEMENT OF CURB SHALL TAKE PLACE IN FULL PANELS.
 - ROLL CURB SHALL NOT BE ALLOWED.



ST-110 CURB SECTION DETAIL
C4.3 TOJ STD DETAIL

ST-110 DATE: 12/4/12
SCALE: NTS

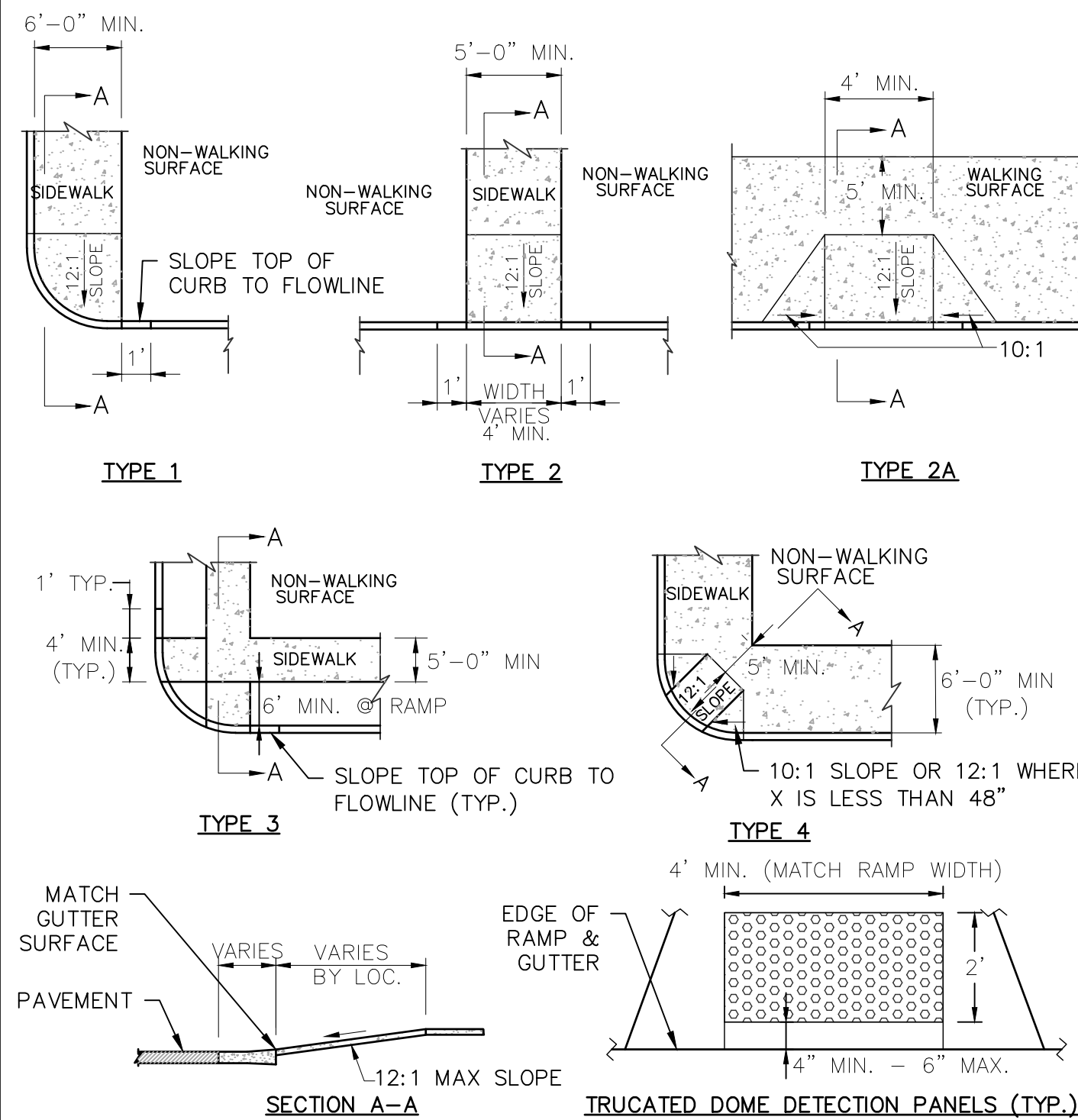


- NOTES:
- UNLESS OTHERWISE APPROVED, ALL FASTENERS TO BE 5 1/8" LONG x 5/16" GRK RSS FASTENERS, T30, PRE-DRILLED, AND COUNTER SUNK (IN DECKING).
 - ALL SUB-STRUCTURE LUMBER TO BE DOUGLAS FIR OR PRESSURE TREATED.
 - ALL DECK LUMBER SHALL BE 2"x8" ROUGH CUT DOUGLAS FIR. FINISH WITH THREE COATS OF NATURAL STAIN.
 - TOWN MAY ADJUST MATERIALS AND DETAILS AS NECESSARY.
 - PEDESTRIAN RAMP TO BE PER TOWN STANDARD.



ST-111 BOARDWALK DETAIL
C4.3 TOJ STD DETAIL

ST-111A DATE:
SCALE:

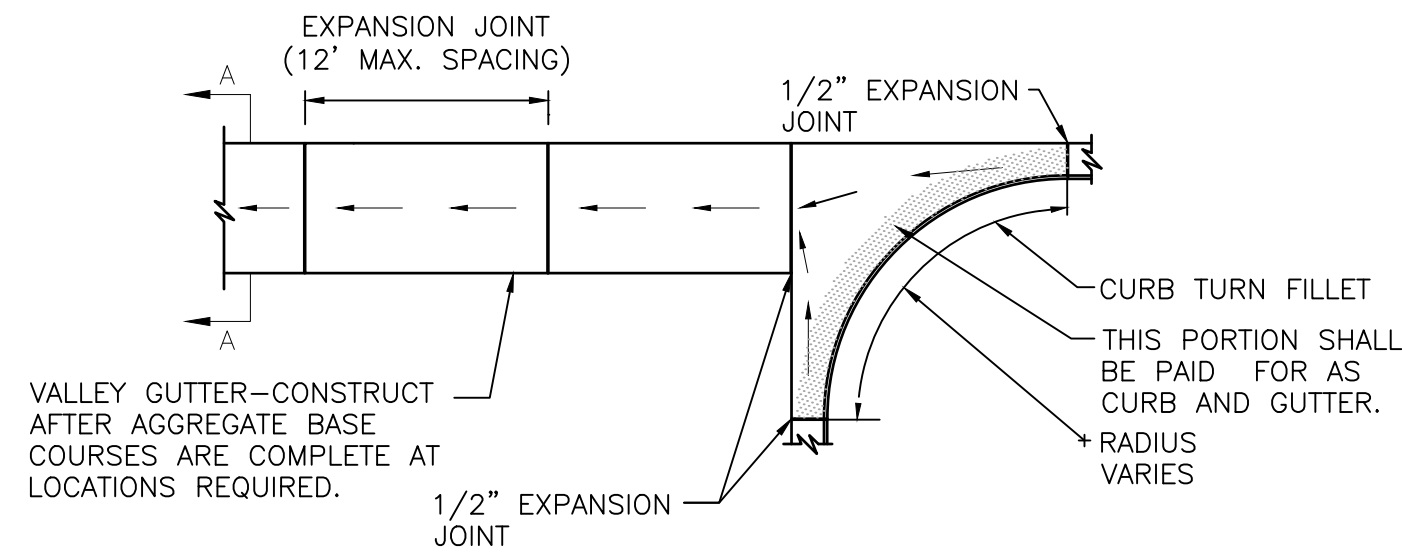


- NOTES:
- SIDEWALKS SHALL CONFORM TO ALL APPLICABLE ADA STANDARD REQUIREMENTS.
 - LIP AT GUTTER TO BE NO MORE THAN 1/4" HIGH.
 - CONCRETE TO BE A BROOM FINISH.
 - ALL PEDESTRIAN RAMP SHALL INCLUDE PLACEMENT OF CAST IRON TRUNCATED DOME DETECTION PANELS IN A BRICK RED COLOR. (PANELS SHALL BE PROVIDED BY TOJ.)



ST-112 PEDESTRIAN RAMPS
C4.3 TOJ STD DETAIL

ST-112 DATE: 12/4/12
SCALE: NTS

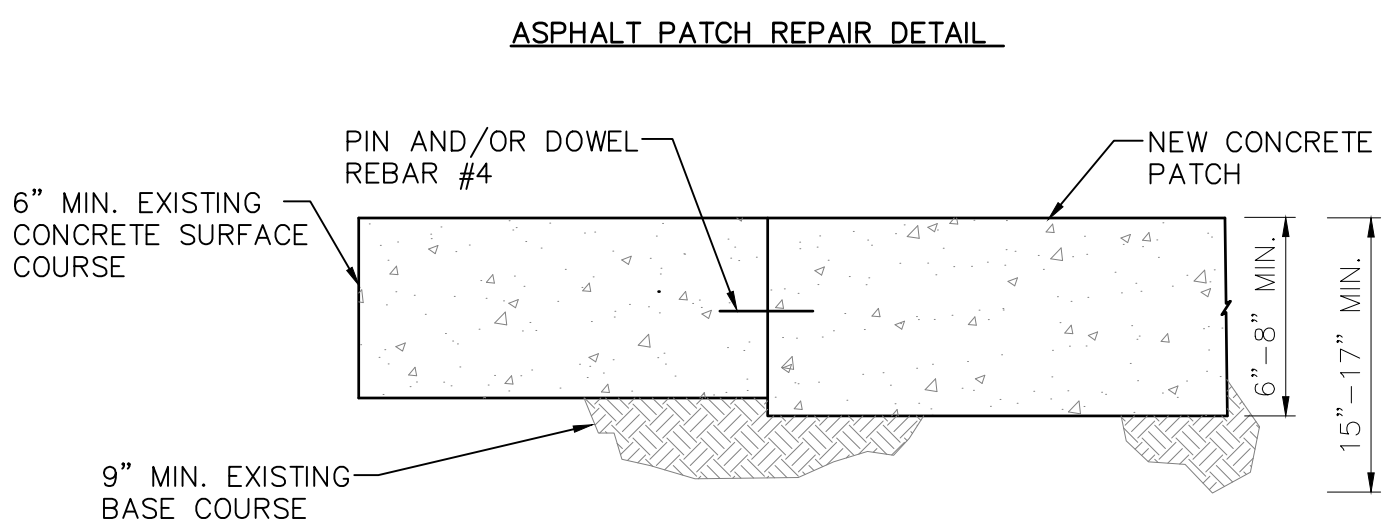
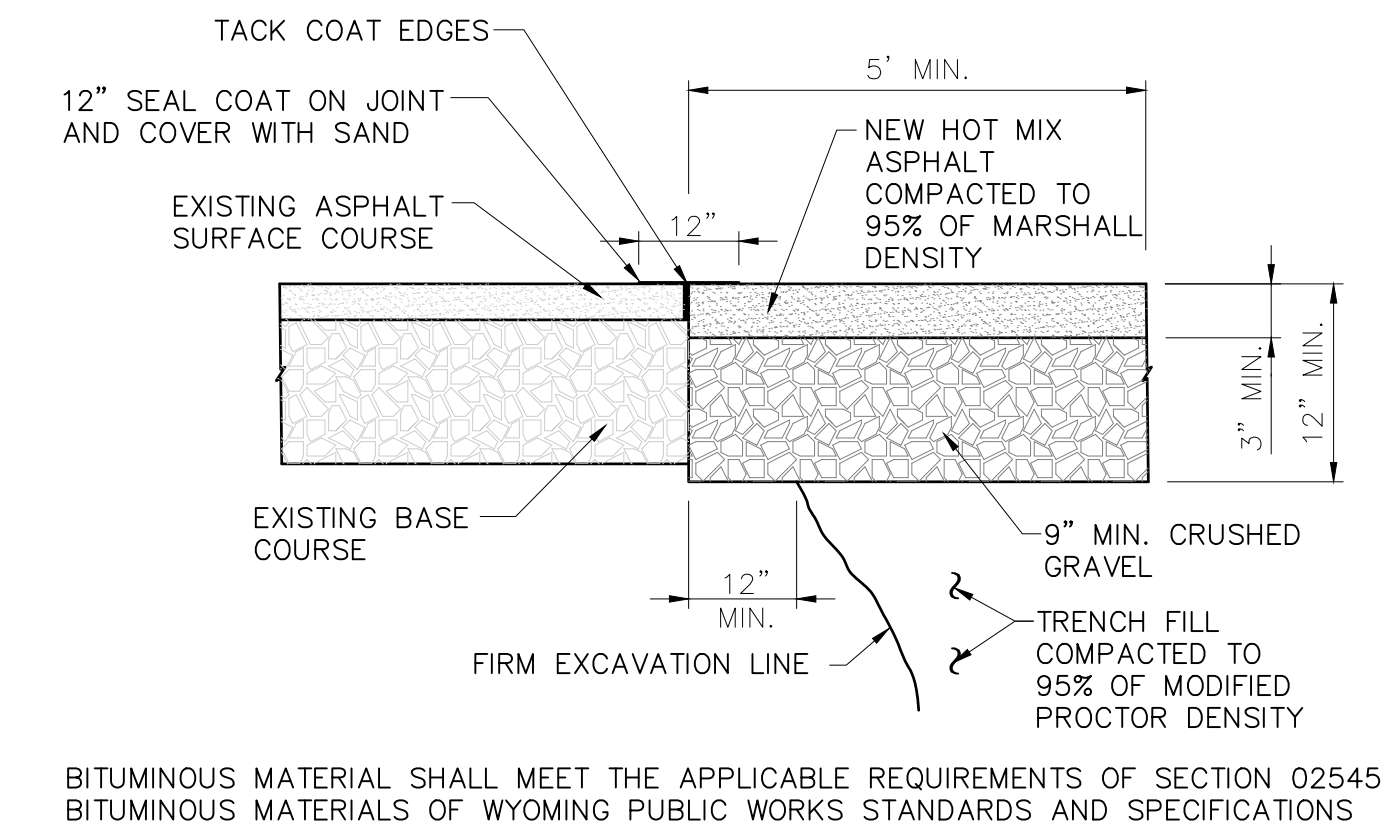


- NOTES:
- VALLEY GUTTERS AND CURB TURN FILLETS SHALL CONFORM TO WPSS SECTION 02528, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERMESH CLASS 4000 CONCRETE CONFORMING WITH WPSS SECTION 03304, PART 2.08.
 - AGGREGATE BASE COURSE SHALL BE SIX INCH MINIMUM THICKNESS, CONFORM TO WPSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPSS SECTION 02231, PART 3.03.
 - REMOVAL AND REPLACEMENT OF VALLEY GUTTER SHALL TAKE PLACE IN FULL PANELS.
 - CURB AND GUTTER SECTION SHALL BE POURED SEPARATE OF VALLEY PAN AS WELL AS PEDESTRIAN RAMP AND/OR SIDEWALK.



ST-109 VALLEY GUTTER & CURB TURN FILLET
C4.3 TOJ STD DETAIL

ST-109 DATE:
SCALE:

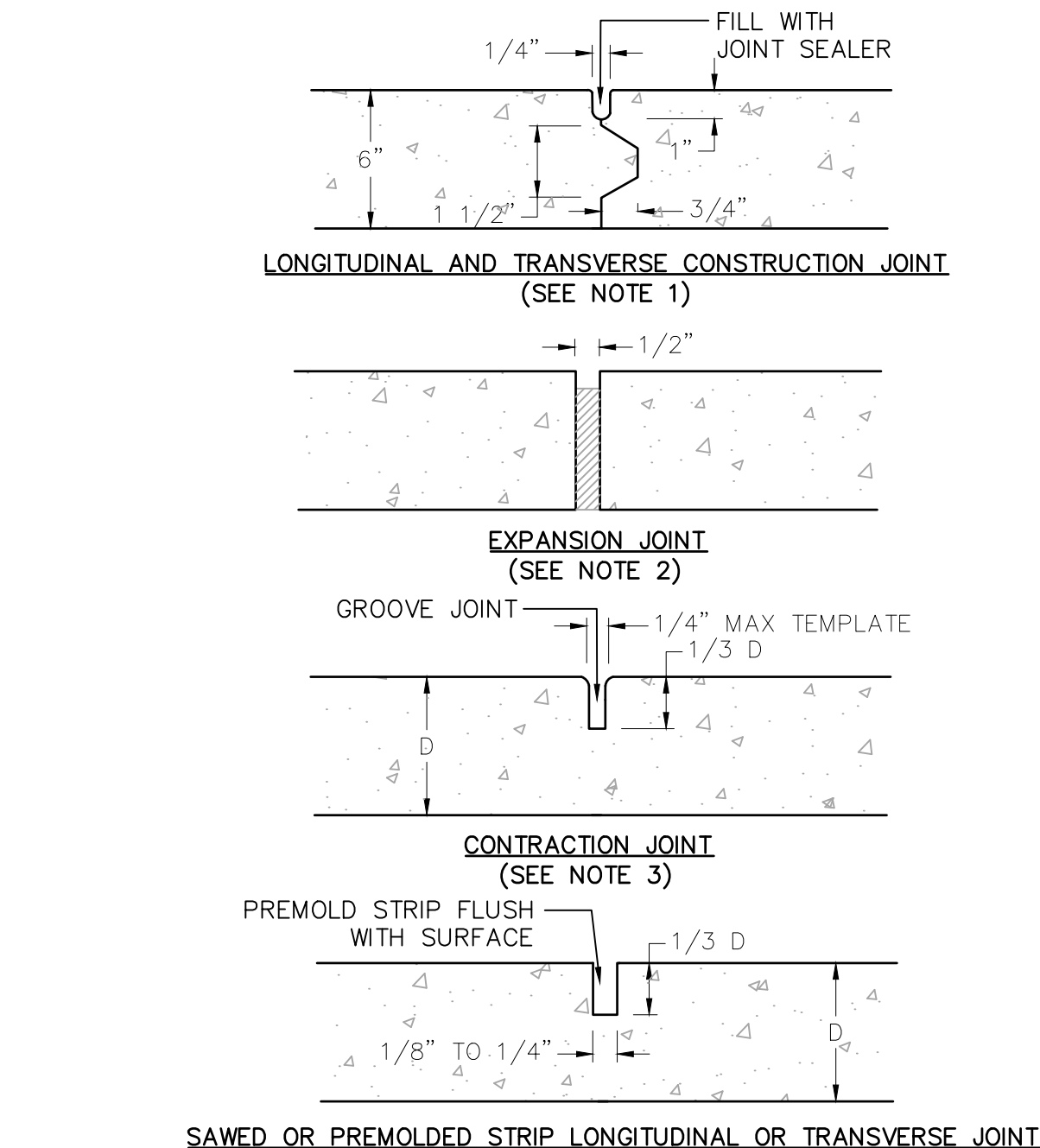


- NOTES:
- REPLACEMENT ASPHALT THICKNESS SHALL BE 1" GREATER THAN EXISTING AND NO LESS THAN 3" MINIMUM.
 - ASPHALT SHALL BE PLACED IN TWO (2) LIFTS, EACH NO LESS THAN 1 1/2" IN THICKNESS, AND COMPACTED TO 95% OF MARSHALL DENSITY.
 - PORTLAND CEMENT CONCRETE PAVEMENT SHALL MEET APPLICABLE REQUIREMENTS OF SECTION 02520, 02776 AND 03304 AS DIRECTED BY TOWN PUBLIC WORKS DEPARTMENT.



ST-118 PATCH REPAIR SECTION
C4.3 TOJ STD DETAIL

ST-118 DATE:
SCALE:

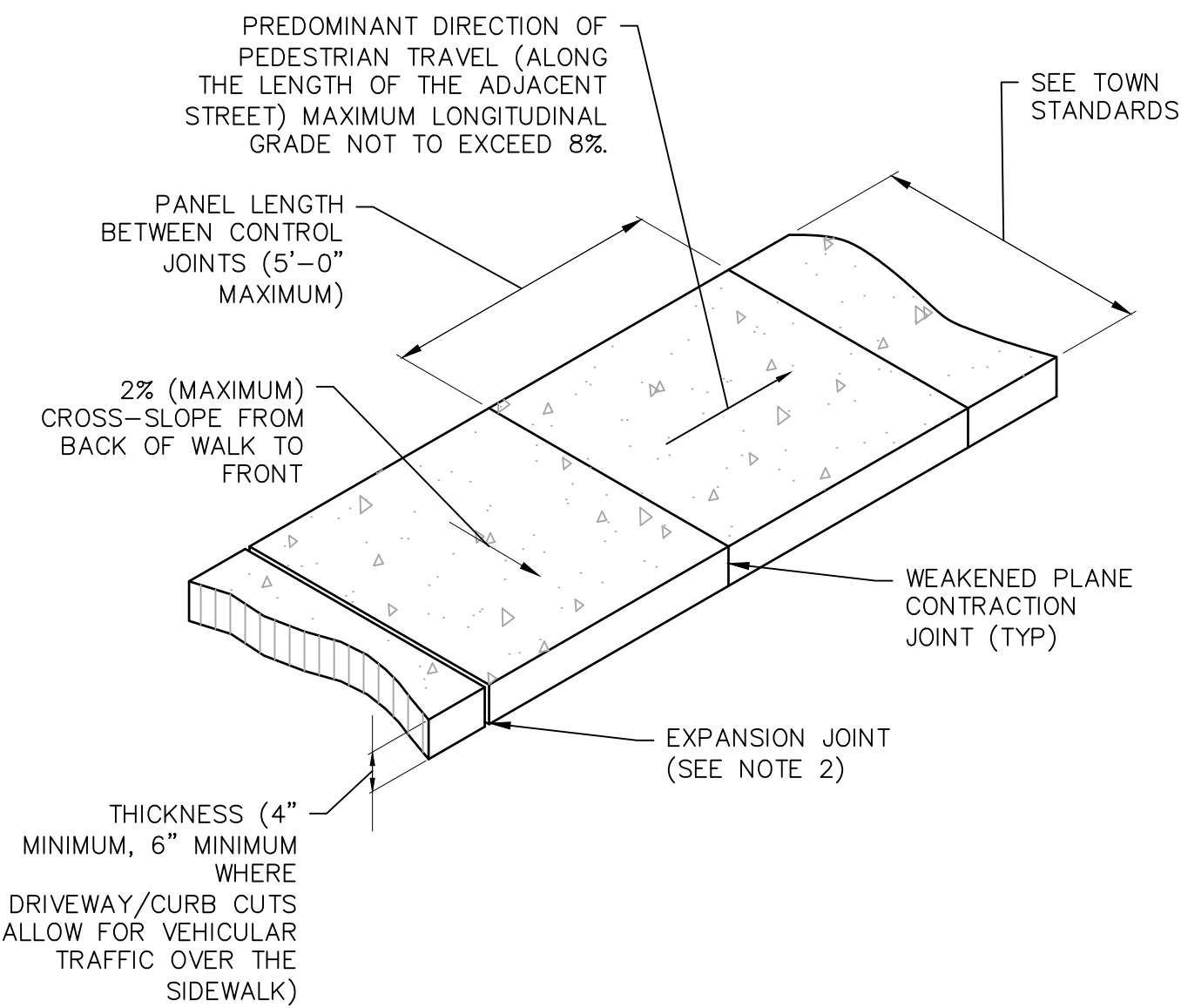


- NOTE:
- KEYWAY FORMED BY FASTENING METAL KEY TO FORM.
 - 1/2" PREMOLDED NON-EXTRUDING EXPANSION JOINT MATERIAL TO MEET AASHTO M-59.
 - EXPANSION MATERIAL SHALL BE INSTALLED WHEN ABUTTING EXISTING CONCRETE OR FIXED STRUCTURES SUCH AS INLETS AND DRIVEWAYS, AND EVERY 30' ON LONG STRAIGHT CONCRETE STRETCHES.
 - FORM WITH TEMPLATE OR SAWCUT JOINTS. IF SAWCUT JOINTS ARE USED, THEY SHALL BEGIN AS SOON AS CONCRETE IS HARDENED SUFFICIENTLY TO PERMIT SAWING WITHOUT EXCESSIVE RAVELING AND BEFORE UNCONTROLLED CRACKING OCCURS. MINIMUM DISTANCE BETWEEN JOINTS IS 5'.
 - JOINT LAYOUT FOR CONCRETE STREETS IS TO BE SUBMITTED TO THE TOWN ENGINEER FOR APPROVAL.



ST-123 PAVING & CONCRETE JOINT DETAILS
C4.3 TOJ STD DETAIL

ST-123 DATE: 12/6/12
SCALE: NTS

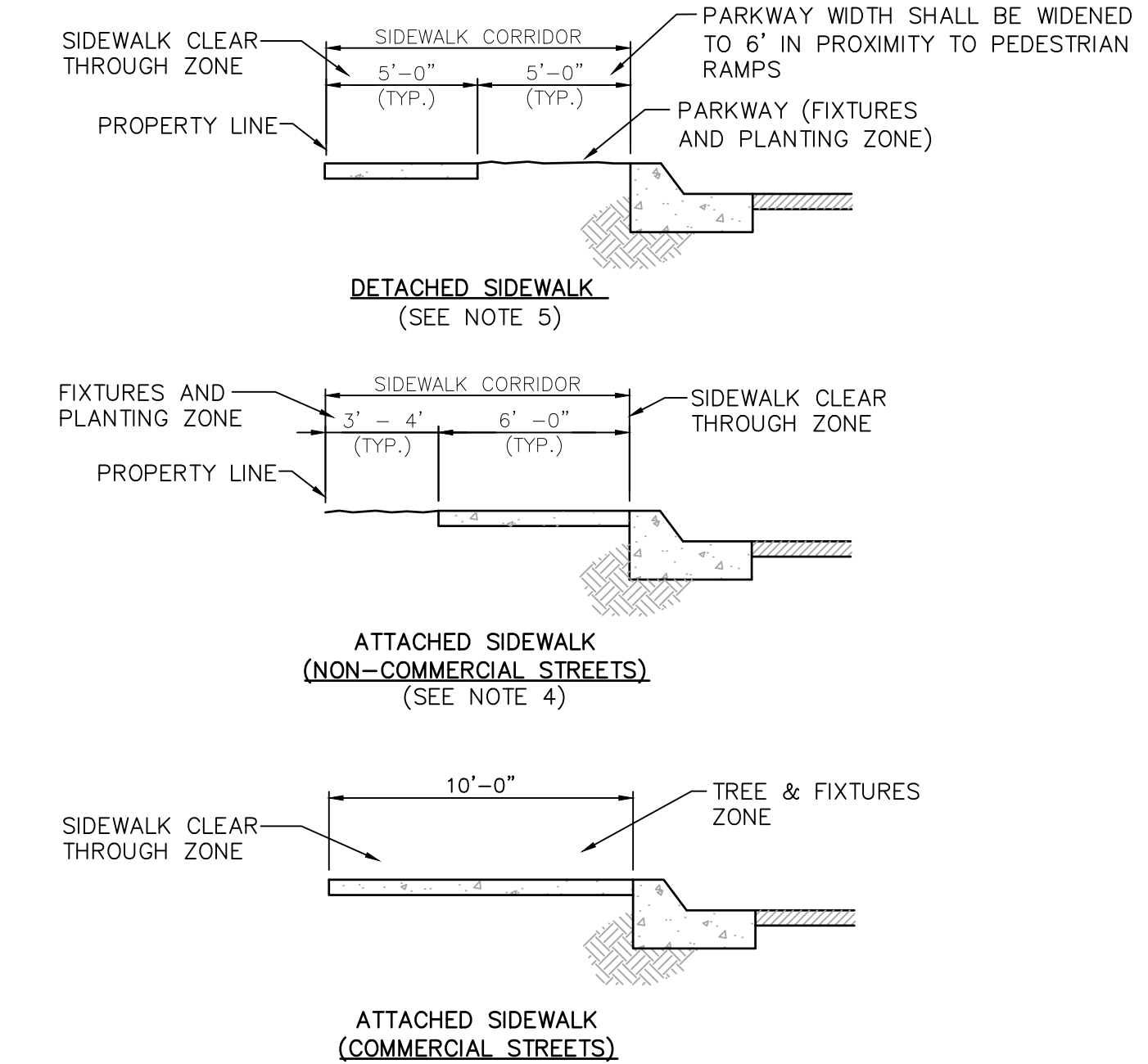


- NOTES:
- SIDEWALK SHALL CONFORM TO ALL APPLICABLE ADA STANDARD REQUIREMENTS SIDEWALKS SHALL CONFORM TO WPSS SECTION 02776, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERMESH-REINFORCED CLASS 4000 CONCRETE CONFORMING WITH WPSS SECTION 03304, PART 2.07.
 - EXPANSION JOINTS SHALL BE PLACED IN SIDEWALK AT THE SAME LOCATIONS AS THOSE IN CURB AND GUTTER WHEN SIDEWALK IS ADJACENT TO CURB. (PER WPSS SECTION 03251, PART 3.04 SPACING SHALL NOT EXCEED 32'-0" ON CENTER.)
 - FOR SIDEWALKS GREATER THAN SIX FEET IN WIDTH, A LONGITUDINAL CONTROL JOINT SHALL BE INSTALLED AT THE CENTER OF THE WALK.
 - REMOVAL AND REPLACEMENT OF SIDEWALK SHALL TAKE PLACE IN FULL PANELS.
 - AGGREGATE BASE COURSE SHALL BE FOUR INCH MINIMUM THICKNESS, CONFORM TO WPSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPSS SECTION 02231, PART 3.03.



ST-127 CONCRETE SIDEWALK
C4.3 TOJ STD DETAIL

ST-127 DATE: 12/7/12
SCALE: NTS



- NOTES:
- SIDEWALKS SHALL CONFORM TO ALL APPLICABLE ADA STANDARD REQUIREMENTS
 - SIDEWALK, PEDESTRIAN RAMPS AND CURB & GUTTER CONSTRUCTION SHALL BE PER TOWN STANDARDS
 - WITHIN THE TOWN'S BOARDWALK DISTRICT, BOARDWALK (RATHER THAN SIDEWALK) SHALL BE INSTALLED.
 - MINIMUM CLEARANCE AROUND ALL OBSTRUCTIONS SHALL BE 5'-0".
 - ON NON-COMMERCIAL STREETS DETACHED SIDEWALK SHALL BE THE PREFERRED OPTION. IN ORDER TO MAINTAIN THE CLEAR THROUGH ZONE, THE FIXTURES ZONE SHALL BE WHERE FIRE HYDRANTS, UTILITY POLES, GUY WIRES, PULL BOXES, NEWSPAPER BOXES, PHONE BOOTHS, AND OTHER SUCH OBSTRUCTIONS ARE LOCATED.



ST-128 SIDEWALK CORRIDOR
C4.3 TOJ STD DETAIL

ST-128 DATE:
SCALE:

DRAWING TITLE
ROAD AND GRADING DETAILS

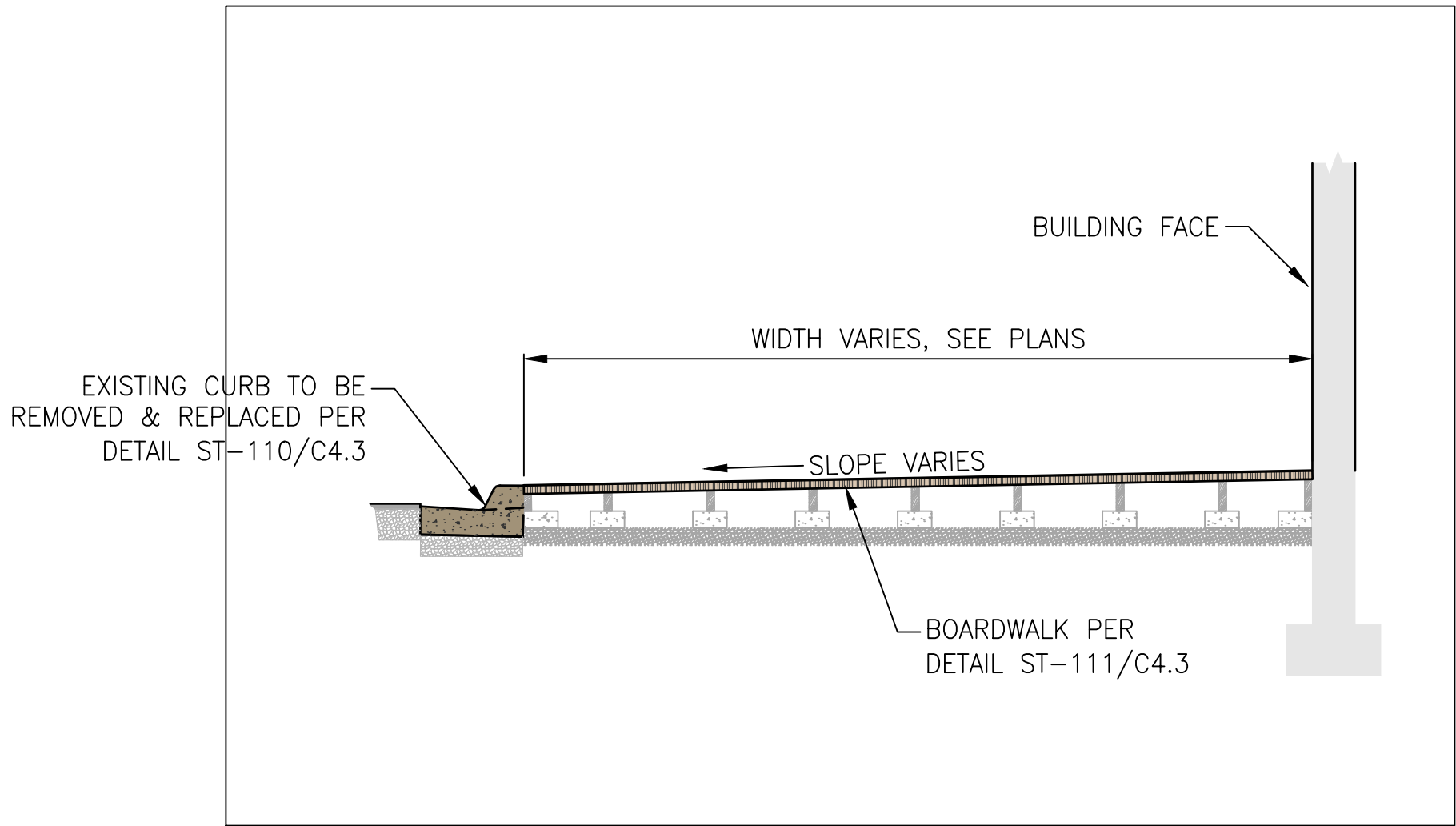
JOB TITLE
RANCH INN MOTEL
CACHE AND PEARL
JACKSON, WYOMING

DRAWING NO
C4.3
JOB NO
21-076-03

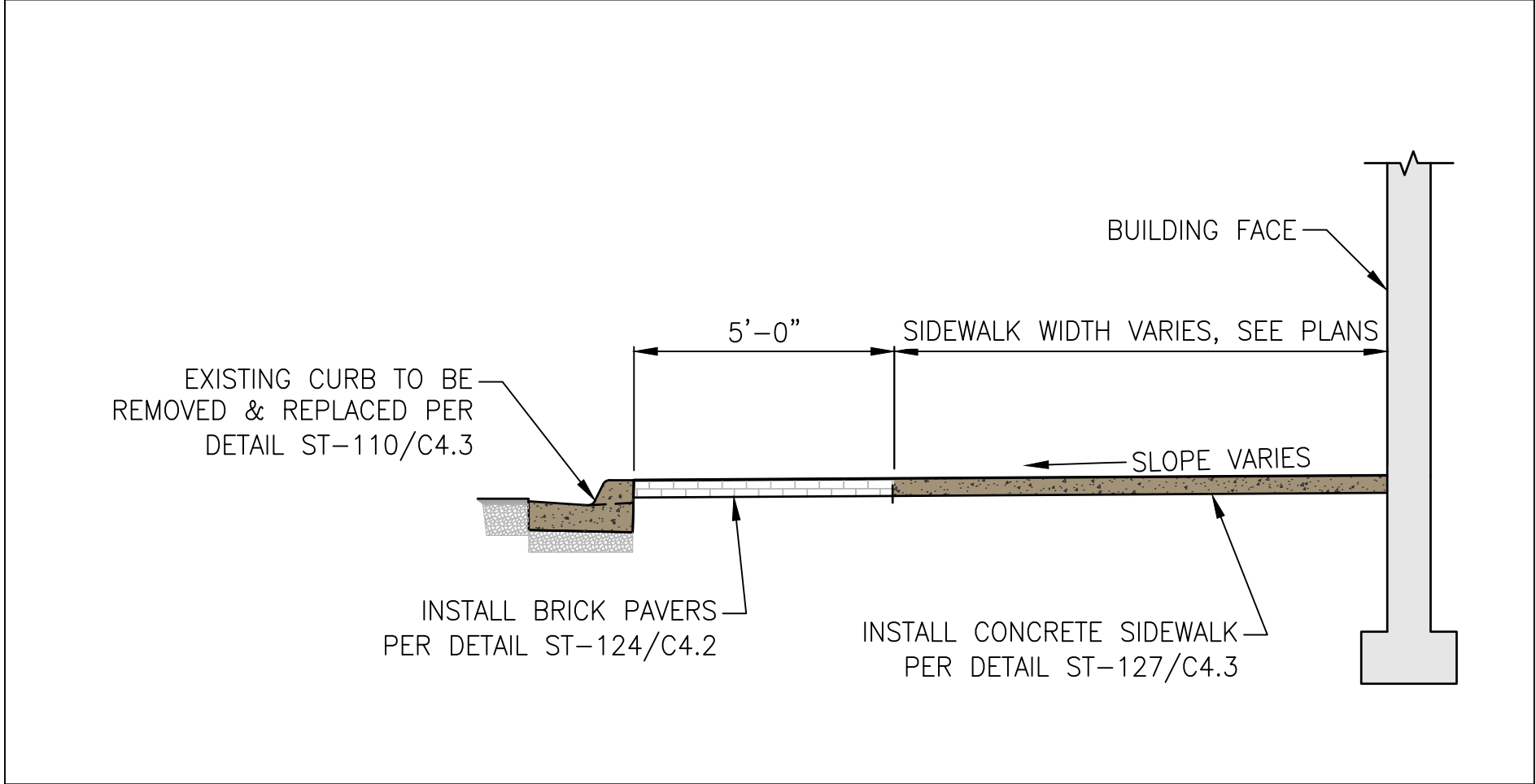
REV.
3/29/2022
NE
BO/MB
BO/BIG
MB
DATE
SURVEYED
ENGINEERED
DRAWN
CHECKED
APPROVED

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

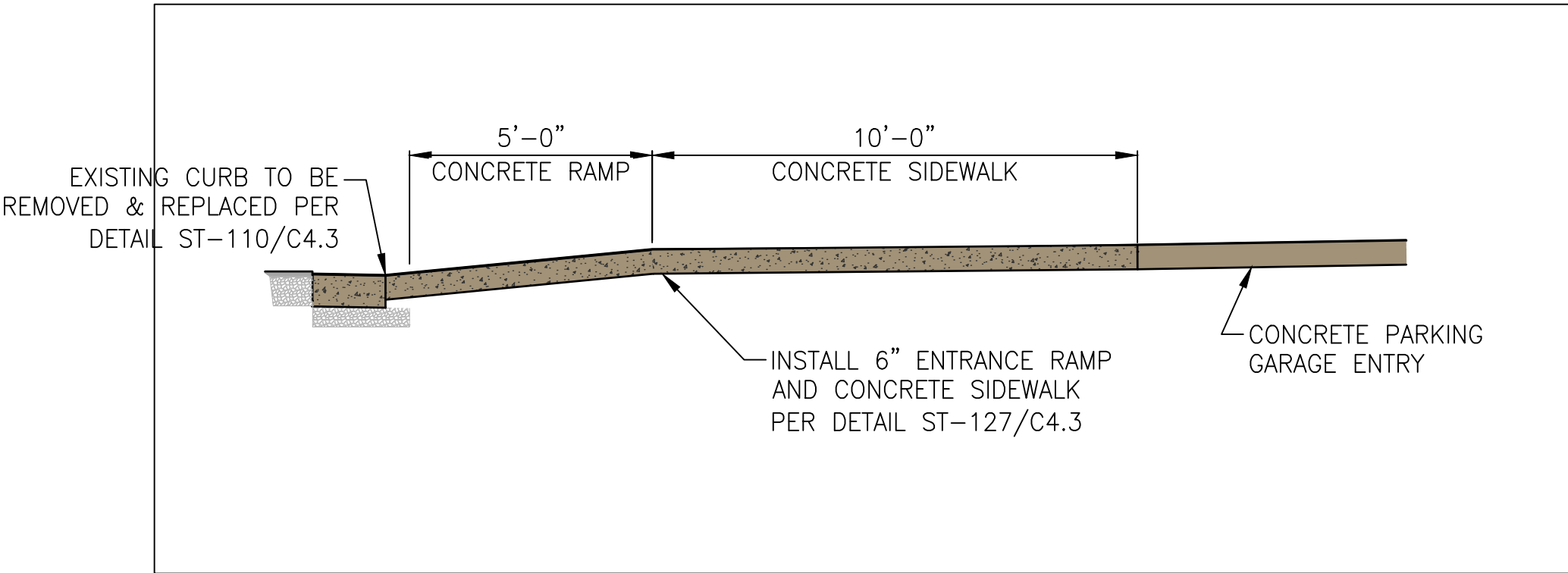
S:\Projects\2021\UP6-03 Ranch Inn Motel, Cache and Pearl - plans - civil\4. drawings\DETAILS-GRADING-ROADWAY (ROAD-GRADING DETAILS 2D) - Mar 25 2022 06:23:21 pm PLOTTED BY: dson DWG: UP6-03-241



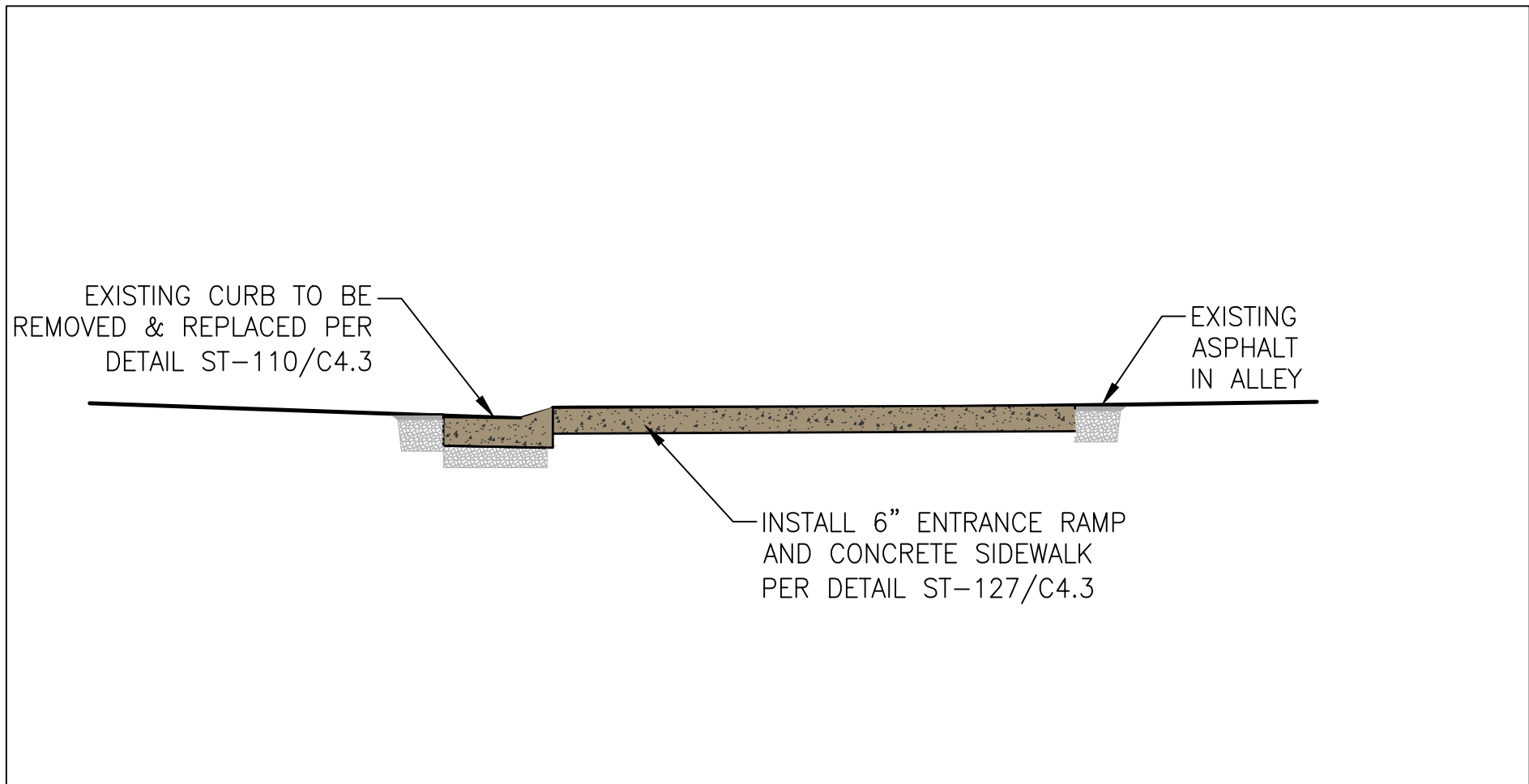
A
C4.4 **TYPICAL BOARDWALK SECTION (SOUTH CACHE)**
SCALE: NTS



B
C4.4 **TYPICAL SIDEWALK SECTION (EAST PEARL)**
SCALE: NTS



C
C4.4 **PARKING GARAGE ENTRY ON EAST PEARL**
SCALE: NTS



D
C4.4 **TYPICAL SIDEWALK SECTION (EAST PEARL)**
SCALE: NTS

DEVELOPMENT PLAN DRAWINGS - NOT FOR CONSTRUCTION

DRAWING NO	JOB TITLE	DRAWING TITLE	REV.				
			DATE	SURVEYED	ENGINEERED	CHECKED	APPROVED
C4.4	RANCH INN MOTEL CACHE AND PEARL JACKSON, WYOMING	ROAD AND GRADING DETAILS	3/29/2022	NE	BO/MB	BO/BIG	MB
21-076-03							

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

HOUSING MITIGATION PLAN

Note: Due to the significant reduction in units, this project generates three housing credits.



Jackson/Teton County Affordable Housing Checklist - Housing Mitigation Plan (LDR Division 6.3.6)

Every development application must include a Housing Mitigation Plan for sufficiency. Every Housing Mitigation Plan is required to contain the following information:

Applicability (LDR 6.3.6.A.3.a)

1. Does your development qualify for an exemption from a housing mitigation requirement? Yes ☐ No ☒
If yes, explain and refer to the proper LDR _____

2. Are there credits associated with your development? Yes ☒ No ☐ If yes, explain where the existing credits came from, provide the calculation, and refer to the proper LDR. _____
There are currently 10.428 housing credits associated with existing development on site.
Proposed use for the re-development requires 6.973 credits. There are 3+ credits remaining after the redevelopment. No units shall be required. See attached AFH Calculator Worksheet.

Calculation of Requirement (LDR 6.3.6.A.3.b)

3. Does your development require or are you otherwise requesting approval of an Independent Calculation (LDR section 6.3.3.B)? Yes ☐ No ☒
If yes, provide the calculation according to 6.3.3.B.2 along with impact analysis, verifiable local information, industry specific rather than business specific data, etc. The Planning Department is available to help with this calculation prior to submittal of your application. Attach as a separate sheet.

☐ I have attached a separate sheet with the calculation and supporting data for my Independent Calculation

Housing Mitigation Requirements Calculator. If no to 1 and 3 above, calculate your development's requirement, using the Housing Mitigation Requirements Calculator. The calculator can be found at this link: www.jacksonwy.gov/200/Planning Attach a copy of the first page of the calculator showing the calculations and requirements with your Housing Mitigation Plan. The Planning Department is available to help with this calculation prior to submittal of your application.

- ☒ I have attached a copy of the first page of the Housing Mitigation Requirements Calculator which includes my requirement and unit types.

Type of Affordable Housing Provided – Standard Restrictions. (LDR 6.3.4)

4. How many ownership or rental units are you proposing in which income ranges with how many bedrooms?
Please complete the matrix below:

Bedrooms	0 – 50%	50% - 80%	80% - 120%	Workforce	Ownership or Rental
1-bedroom					
2-bedroom					
3-bedroom					

Special Restriction. The Special Restriction is a contract between The Board of County Commissioners or the Town Council and the owner of real property developed or designated to satisfy the development requirements. The Special Restrictions will be recorded on the property. Appropriate restriction templates can be obtained from the Jackson/Teton County Affordable Housing Department or at this link:
www.tetonwyo.org/1856/Deed-Restriction-Templates .

☐ I have attached a draft of the Standard Restrictions for each unit.

Livability Standards (LDR 6.3.4.D and E) (Rules and Regs Section 2-3). Restricted housing must comply with the Livability Standards in the Jackson/Teton County Housing Department Rules and Regulations. The Livability Standards include amount of cabinetry/counter space, storage, closets, room sizes, appliances, laundry facilities, bathrooms, etc. The Rules and Regulations can be found at this link:
www.tetonwyo.org/1332/Housing-Rules-and-Regulations .

☐ I have reviewed the Livability Standards and understand the requirements. I have/will contact the Housing Department for approval of my units early in the design process to get their approval prior to submitting for building permit.

Method for Providing Required Housing (LDR 6.3.5):

One or a combination of the below methods may be proposed to satisfy your housing requirement. They are listed in the order of preference/priority. Highest priority must be used unless it is demonstrated that a higher priority is impracticable (LDR 6.3.5.C)

1. Construction of new units either on-site or off-site (LDR 6.3.5.D.1).
2. Conveyance of land for affordable/workforce housing (LDR 6.3.5.D.2).
3. Utilization of a banked affordable or workforce housing unit (LDR 6.3.5.D.3).
4. Restriction of an existing residential units as an affordable/workforce housing unit (LDR 6.3.5.D.4).
5. Payment of an in-lieu fee (LDR 6.3.5.D.5).

☐ I have attached a detailed explanation of my proposed method of providing Required Housing.

Phasing Plan (LDR 6.3.5.A.3). Restricted Housing Units shall be ready for occupancy no later than the free market portion of the development is occupied. If the free market portion is to be developed in phases, then the Restricted Housing Units shall be developed prior to or in proportion to the free market portion.

☐ I have attached a detailed description of my phasing plan as it pertains to Affordable/Workforce units.

Housing Mitigation Plan

updated 1/8/21

Development of a new house, hotel, or commercial space generates the need for employees. The construction workforce builds the space, the commercial workforce or residential service workforce works in the space, and first responders are needed to protect the space. Only about 27% of the employees generated by development can afford housing in the community, but the community's "community first" character goal is that 65% of employees live locally. To bridge this affordability gap, each development is required to include affordable workforce housing proportional to the employees it generates. These housing mitigation requirements are established in Division 6.3 of the Land Development Regulations. This worksheet is intended to assist in meeting the requirements for a project. However, an error in the worksheet does not amend the actual standard; if you find an error please notify the Planning Department. Fill in the highlighted cells, all the other cells will autopopulate.

Calculating the Requirement (Sec. 6.3.2 & 6.3.3)

Step 1: Location

Town of Jackson

The applicable regulations vary by jurisdiction please identify the location of your project using the above dropdown options.

The required housing is based on the existing and proposed use of the site. Step 2 is to enter the existing use and Step 3 is to enter the proposed use. Section 6.3.2 of the LDRs establishes the applicability of the affordable workforce housing standards and Section 6.3.3 establishes the specifics on calculation of the requirement. Enter each use in its own row, add rows if needed. If a building has multiple units with the same use, describe each unit in its own row. (For example: if a duplex is composed of a 2,300 sf attached unit and a 1,700 sf attached unit, put each unit in its own row do not put in 4,000 sf of attached single-family.) If a unit type (e.g. apartment floor plan, or commercial tennant space) is replicated exactly multiple times, you may use the "Use Quantity" column to avoid adding multiple rows.

Step 2: Existing Development

Housing is only required for new development. Please describe the existing use of the site so that it can be credited from the housing requirement. The definition of existing use is Section 6.3.2.A.1 of the LDRs. Generally, the existing use to enter is the use with the highest housing requirement that either existed in 1995, or has been permitted since 1995. Please attach proof of existence.

Existing Use (Sec. 6.3.2.A)	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	Housing Required
Conventional Lodging	0.102*bedrooms	1	0	49	5.005
Conventional Lodging	0.102*bedrooms	1	0	8	0.817
Retail	0.000216*sf		3113	1	0.672
Retail	0.000216*sf		7584	1	1.636
Retail	0.000216*sf		2325	1	0.502
Restaurant/Bar	0.000599*sf		3000	1	1.796
Assembly	Independent Calculation		3000	1	
Apartment (Unrestricted)	$0.000017*sf+(Exp(-14.17+1.59*Ln(sf)))/2.176$	2	820	1	0.000
Apartment (Unrestricted)	$0.000017*sf+(Exp(-14.17+1.59*Ln(sf)))/2.176$	1	518	1	0.000
Apartment (Unrestricted)	$0.000017*sf+(Exp(-14.17+1.59*Ln(sf)))/2.176$	2	752	1	0.000
Existing Workforce Housing Credit					10.428

Step 3: Proposed Development

Please describe the proposed use of the site to determine if affordable workforce housing is required as part of the development. Describe the end result of the proposed development. (For example: in the case of an addition do not enter the square footage of the addition, enter the size of the unit upon completion of the addition.)

Proposed Use	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	Housing Required
Retail	0.000216*sf		1316	1	0.284
Retail	0.000216*sf		3447	1	0.744
Retail	0.000216*sf		2427	1	0.524
Retail	0.000216*sf		493	1	0.106
Retail	0.000216*sf		585	1	0.126
Retail	0.000216*sf		509	1	0.110
Retail	0.000216*sf		1766	1	0.381
Assembly				1	
Short-Term Rental Unit	0.102*bedrooms	2	2041	1	0.204
Short-Term Rental Unit	0.102*bedrooms	4	3512	1	0.409
Short-Term Rental Unit	0.102*bedrooms	3	3352	1	0.306
Short-Term Rental Unit	0.102*bedrooms	2	1976	1	0.204
Short-Term Rental Unit	0.102*bedrooms	2	1968	1	0.204
Short-Term Rental Unit	0.102*bedrooms	2	1909	1	0.204
Short-Term Rental Unit	0.102*bedrooms	2	1868	1	0.204
Short-Term Rental Unit	0.102*bedrooms	2	1913	1	0.204
Short-Term Rental Unit	0.102*bedrooms	2	1853	1	0.204
Short-Term Rental Unit	0.102*bedrooms	4	3690	1	0.409
Short-Term Rental Unit	0.102*bedrooms	2	1998	1	0.204
Short-Term Rental Unit	0.102*bedrooms	2	2111	1	0.204
Short-Term Rental Unit	0.102*bedrooms	3	2637	1	0.306
Short-Term Rental Unit	0.102*bedrooms	3	3163	1	0.306
Short-Term Rental Unit	0.102*bedrooms	3	3024	1	0.306
Short-Term Rental Unit	0.102*bedrooms	3	2939	1	0.306
Short-Term Rental Unit	0.102*bedrooms	3	2835	1	0.306
Short-Term Rental Unit	0.102*bedrooms	2	1903	1	0.204
Circulation or Nonhabitable Space	exempt		6518	1	0.000
Affordable Workforce Housing Required:					6.973
Fee-in-Lieu Amount:					\$ -

If the amount of required affordable workforce housing is less than one unit, you may pay the above fee in-lieu of providing the required housing. If you elect to pay the fee, your Housing Mitigation Plan is complete. If the requirement is greater than one unit, or you would like to provide a unit to meet the requirement, please proceed to the [Unit Type Sheet](#).

PARKING CALCULATIONS

Note: The proposed development provides 69 parking spaces, 27 are required.

PARKING CALCULATIONS

As indicated in the calculations below, we are required to provide 24 parking spaces (before applying any credits) for the retail spaces and 27 spaces for the residential short-term rental units. As noted in the Planning Department Staff report from the previously approved Sketch Plan, the subject property has 33.38 historical parking credits available. Additionally, there will be 11 on-street parking spaces available for use. All of the required retail parking can be met by the 11 on-street parking spaces and a portion of the available historical parking credits. As a result, the only required on-site parking is for the 27 residential short-term rental units. Nonetheless, the proposed development will provide significantly more parking than the minimum required: 11 covered outdoor parking spaces on the North side of the building that are intended to be used by retail employees and their customers, and an additional 58 parking spaces within the enclosed parking garage, for a total of 69 covered on-site parking spaces.

Commercial Use	Square Footage	Parking Required	Number of Spaces	Notes
Retail A	1316	2.25 spaces per 1,000 sf	2.961	
Retail B	3447	2.25 spaces per 1,000 sf	7.75575	
Retail C	2427	2.25 spaces per 1,000 sf	5.46075	
Retail D	493	2.25 spaces per 1,000 sf	1.10925	
Retail E	585	2.25 spaces per 1,000 sf	1.31625	
Retail F	509	2.25 spaces per 1,000 sf	1.14525	
Retail G	1766	2.25 spaces per 1,000 sf	3.9735	
TOTAL	10543		23.72175	

Residential Use	Square Footage	Parking Required	Number of Spaces	Notes
Unit A	2041	1.5 Per DU	1.5	*Short term rental not eligible to share parking with other uses
Unit B	3512	1.5 Per DU	1.5	
Unit C	3352	1.5 Per DU	1.5	
Unit D	1976	1.5 Per DU	1.5	
Unit E	1968	1.5 Per DU	1.5	
Unit F.1	1909	1.5 Per DU	1.5	
Unit F.2	1868	1.5 Per DU	1.5	
Unit G	1913	1.5 Per DU	1.5	
Unit H	1853	1.5 Per DU	1.5	
Unit I	3690	1.5 Per DU	1.5	
Unit J	1998	1.5 Per DU	1.5	
Unit K	2111	1.5 Per DU	1.5	
Unit L	2637	1.5 Per DU	1.5	
Unit M	3163	1.5 Per DU	1.5	
Unit N	3024	1.5 Per DU	1.5	
Unit O	2939	1.5 Per DU	1.5	
Unit P	2835	1.5 Per DU	1.5	
Unit Q	1903	1.5 Per DU	1.5	
TOTAL	44692		27	

Parking Type	Quantity	Notes
Total Parking Spaces Required (From Above By Use)	50.72175	27 spaces associated with short term rental cannot be offset with parking credits
On-Street Availability	11	22' linear feet per space. Added Curb Bulb-Outs reduced available street parking.
Total Available Parking Credits	33.38	Existing historical credits associated with subject site
Allocated Parking Credits	23.72175	Each proposed retail space shall utilize existing credits based on the required parking for their current proposed use and square footage. See above for the required parking for each retail space. Final parking spaces and credits will be assigned to individual units upon sale.
Remaining Excess Parking Credits	9.65825	Excess parking credits will be assigned to individual units upon sale.
Required On-Site Parking	27	Required amount is short-term rental parking only, which cannot be offset with parking credits. All required commercial parking can be met with on-street availability and historical parking credits.
Provided On-Site Parking	69	Includes 11 covered outdoor parking spaces accessed from the alley that are intended to be used by retail employees and their customers. All other parking spaces are located within the enclosed garage.

ENGINEERING REPORT

ENGINEERING REPORT

Introduction

This engineering report provides the basis for design and addresses the engineering related issues for the proposed multi use development. The existing site contains several structures, a parking area, and asphalt parking. The site is completely developed with little to no existing pervious surfacing or landscaping. There are several existing buried and overhead utilities along the property. Water and sanitary sewer facilities are provided to the property through Town of Jackson (TOJ) Systems. The level of detail includes the basic layout and general design elements. Design detail will advance as the plan moves into the construction permitting and construction phases of the project.

Soils and Groundwater Conditions

A geotechnical investigation was performed by Nelson Engineering in 2021. This report noted that gravel, clay and sand down to 20' exist on site. No groundwater was found in the borings.

Access and Parking

Access to the site will be from Pearl Avenue via the main development entrance. This access is proposed as a 24' wide driveway to a garage door into the covered parking area. Parking for the development will be located internal to the building through the main Pearl Avenue entrance.

There will be on street parking along Cache Street and Pearl Avenue with the exception of the no parking zone along Pearl Avenue across from the fire hall.

The street frontage along Cache Street will include boardwalk as indicated on the drawings. Street frontage along Pearl Avenue will include detached sidewalk with a paver strip and tree wells as required. Also included in the design is the installation of a pedestrian bulbout at the corner of Cache Street and Pearl Avenue, consistent with the complete streets guidelines. It is assumed that since the existing use is commercial and lodging, and the proposed used is to be commercial and residential, that the vehicle trips will remain much the same.

Grading, Drainage, and Stormwater Management

Grading of the site will not alter the grades along Cache Street or Pearl Avenue. Curb and gutter will be removed in all the locations along the roadways. In addition all sidewalks will be removed and replaced. Grades of the replaced curb and gutter will match the existing asphalt paving. Development of the site will leave little to no pervious surface as currently exists. Storm water will be collected on the roofs and terraces of the development and conveyed to a central collection system internal to the site. All grading in the alley and along the east side will match existing grades.

The existing site contains 2 separate structures along with asphalt paving and parking. All existing stormwater runoff from the site sheet flows onto neighboring parcels and TOJ roadways and alley. Based on TOJ regulations the proposed development is required to detain any additional runoff above

and beyond the existing conditions. Preliminary stormwater calculations were performed and are included in the Appendix. Due to the proposed development having a longer time of concentration prior to leaving the site, the estimated runoff from a 100 yr storm event is just slightly lower than the existing 3.0 cfs compared to 3.5 cfs. As stated above, storm water will be collected on the roofs of the structures and various locations on the site, collected to a central collection system internal to the site, and conveyed to the TOJ storm pipe. Currently, the nearest TOJ stormwater collection system is in Pearl Avenue at the Glenwood intersection. An extension of the storm water in Pearl Street to the development is being proposed. In addition to the collection network gathering stormwater from the building roofs and surface drainage, snow melt and general drainage from the covered parking areas will have to be collected and conveyed to the stormwater system. All stormwater within the parking area will be collected and conveyed to a 1500 gallon sand/oil separator to be installed within the garage area. The calculations included in the Appendix along with grading and stormwater management plans will be refined through the Grading and Erosion Control Permit process as the project develops.

Water System

The site is surrounded on two sides by TOJ Water System Facilities. The TOJ has 8-inch water mains both streets. Due to the location of the project being near the downtown core of the TOJ, all water main facilities are adequately sized and looped.

To verify the existing water facilities are sized adequately, proposed water flows, both domestic and fire were estimated for the development. Current proposed programming values for the development were utilized for the estimates. Per mechanical engineer calculations the domestic demand for the development will be 172 gpm, requiring a 4" main and meter to serve the structure. Based on water system modeling it is expected that adequate capacity is available from the Town's water system.

Due to the size and proposed use of the development, the structures will require automatic fire sprinkler systems. Fire flow requirements were noted above as 498 gpm. Because of the location of the development being in the core downtown area, it was assumed that additional exterior flow requirements would be needed in the event of a fire. It is assumed that 2 additional fire flows of 1000 gpm would be required on adjacent fire hydrants. The building fire flow, along with the 2 exterior fire hydrant flows were simulated in the TOJ Water Model. Results of the modeling are included in the Appendix, which indicate that residual pressure within the water system at adjacent fire hydrants never dropped below 35 psi during a fire flow scenario.

Using the projected fire sprinkler flow demands, the water service supplying the development will need to be an 8-inch pipe to keep velocities within the pipeline below 6 feet per second during a fire flow scenario. To comply with the TOJ's conventional practice that a single development be supplied water through one location from the TOJ's system, a single connection will be constructed from Cache Street. This connection will then split at the property line with one connection feeding the fire suppression system and the other supplying domestic water to the development. To provide the

maximum domestic water demand a four-inch potable main will be installed to the development from the water main branch at the property line. All proposed water system requirements are indicated on the Proposed Utility Plan located in the Development Plan Drawings. As the project advances the project team will coordinate with the fire sprinkler designer and the Fire Department to ensure adequate fire protection measures and equipment are in place.

Sewer System

The proposed development will be connected to the TOJ sewer collection system in the alley. A new doghouse manhole will be constructed over the sewer main with a new 8-inch main serving the development. Based on conservative calculations from the mechanical engineers, the development will result in a maximum flow of approximately 100 gpm based on proposed fixture units. At this maximum flow the 8-inch service will have capacity to convey flows to the TOJ sewer main. No commercial cooking facilities are planned, therefore no grease interceptor is planned for the development.

Wire Utilities and Gas

Power and communication facilities are readily available throughout the area and to this specific location. Currently all wire utilities are served from the alley to the north. The proposed plan is to serve wire utilities from an existing power pole underground to the development. A new transformer will be installed with proper clearances on the north side of the building, within the property boundary. Gas and power meters will be installed in banks along the north side of the building. Included in the Development Plan Drawings is a utility plan indicating the proposed location of the facilities.

Refuse, Garbage, Trash, and Recycling

Refuse, garbage, trash, and recycling will be kept in covered containers at all times within the covered garage. All containers will be kept within enclosed structures as indicated on the proposed site plan.

Snow Storage

Due to the proposed scale of the development, there is very little area on the site which is not covered by roofs or decks. The only area on the site where snow removal will be required is the area of the drive lanes accessing the development which is very minimal. Due to the nature of the development and the proposed amenities, all snow will be removed from the site in an expedited manner.

PRE-DEVELOPMENT

ROOF CALCULATIONS

ROOF AREA (FT^2)=	18287	
C-VALUE =	0.9	
S =	33%	assume 4/12 pitch
L (ft) =	20	ridge pitch
tc (min) =	0.50	tc = 1.8(1.1 - C)L^0.5/S^0.3333, (Corps of Eng. Eqn.)

DRIVEWAY CALCULATIONS

DRIVEWAY AREA (FT^2)=	32904	
C-VALUE =	0.9	assumed for asphalt surface
S =	3%	based on surface slopes
L (ft) =	115	
tc (min) =	2.68	tc = 1.8(1.1 - C)L^0.5/S^0.3333, (Corps of Eng. Eqn.)

LANDSCAPING CALCULATIONS

LANDSCAPING AREA (FT^2)	1281	
C-VALUE =	0.3	
S =	2%	
L (ft) =	0	
tc (min) =	0.00	tc = 1.8(1.1 - C)L^0.5/S^0.3333, (Corps of Eng. Eqn.)

Total Time of Conc., Tc =	3.18	min
Composite Cc =	0.89	
Total Area, At =	52472	ft^2

TABLE 4920.B JACKSON IDF* CURVE DATA - 100-YR STORM EVENT

DURATION, Td (min)	INTENSITY, I (in/hr)	
0	3.70	assumes this portion of graph is linear
5	3	
10	2.33	
15	1.9	
20	1.65	
30	1.3	
40	1.08	
50	0.95	
60	0.82	
70	0.74	
80	0.65	
90	0.61	
100	0.56	
110	0.52	
120	0.48	

Initial Flow Rate, Qi (cfs) = 3.50 cfs at tc= 4.7 min

$$Q_i = C_c * I * A_t / (43200)$$

where,

Composite Cc =	0.89	
Intensity, I =	3.24	in/hr at Td = 4.7 min
Total Area, At =	52472	ft^2

POST-DEVELOPMENT

ROOF CALCULATIONS

ROOF AREA (FT^2)	24519	
C-VALUE =	0.9	
S =	2%	
L (ft) =	30	assumed longest run to roof drain
tc (min) =	1.57	tc = 1.8(1.1 - C)L^0.5/S^0.3333, (Corps of Eng. Eqn.)

DRIVEWAY CALCULATIONS

DRIVEWAY AREA (FT^2)	26672	
C-VALUE =	0.9	
S =	4%	
L (ft) =	260	
tc (min) =	3.66	tc = 1.8(1.1 - C)L^0.5/S^0.3333, (Corps of Eng. Eqn.)

LAWN CALCULATIONS

LAWN AREA (FT^2)	1281	
C-VALUE =	0.3	
S =	2%	
L (ft) =	0	
tc (min) =	0.00	tc = 1.8(1.1 - C)L^0.5/S^0.3333, (Corps of Eng. Eqn.)

Tc Pipe flow (min)= 1.31 tc= L(ft)/V(fps)/60 10" and 4" segments assumed

Total Time of Conc., Tc = 6.53 min
Composite Cc = 0.89
Total Area, At = 52472 ft^2

TABLE 4920.B
JACKSON IDF* CURVE DATA - 100-YR STORM EVENT

DURATION, Td (min)	INTENSITY, I (in/hr)	
0	3.70	assumes this portion of graph is linear
5	3	
10	2.33	
15	1.9	
20	1.65	
30	1.3	
40	1.08	
50	0.95	
60	0.82	
70	0.74	
80	0.65	
90	0.61	
100	0.56	
110	0.52	
120	0.48	

Final Flow Rate, Qf (cfs) = 3.00 cfs at tc = 3.33 min

$$Q_f = C_c * I * A_t / (43200)$$

where,

Composite Cc = 0.89
Intensity, I = 2.79 in/hr at Td = 3.33 min
Total Area, At = 52472 ft^2

Post and Pre-Development Diff = **-0.50** cfs

TABLE 1

DURATION, T _d (min)	INTENSITY, I (in/hr)	Design Flow, Q _d (ft ³ /s)	Design Storage Volume, V _d (ft ³)
2	3.40	3.658	-40
3	3.27	3.514	-3
4	3.13	3.370	22
5	3	3.226	34
6	2.87	3.082	36
7	2.73	2.938	26
8	2.60	2.794	8
9	2.46	2.650	-19
10	2.33	2.506	-52
15	1.9	2.043	-333
20	1.65	1.774	-737
30	1.3	1.398	-1722
40	1.08	1.161	-2851
50	0.95	1.022	-4108

TABLE 1 EQUATIONS: $Q_d = C_c \cdot I \cdot A_t / (43200)$

$$V_d = (Q_d - Q_i) \cdot ((Q_d - Q_i) / Q_r \cdot T_d) \cdot 60$$

Where,

Composite C_c = 0.89
Intensity, I = 2.79 in/hr
Total Area, A_t = 52472 ft²
Final Flow Rate, Q_d (cfs) = 3.00 cfs at t_c = 3.33 min
Initial Flow Rate, Q_i (cfs) = 3.50 cfs at t_c = 4.7 min
Duration, T_d = 6.53 (min)

Storage Volume = 22 ft³, or 163 gallons
Dry Bottom Basins to be Utilized for Stormwater Detention

CONSTRUCTION MANAGEMENT PLAN

CONSTRUCTION MANAGEMENT PLAN CACHE & PEARL PROJECT

Project Narrative

Overview:

The proposed project will re-develop a 1.29-acre seven lot parcel within the DC-2 zoning district located in the Town of Jackson. The site is bordered on the west by Cache Street, on the south by Pearl Avenue, on the east by a previously developed 0.17-acre DC-2 zoned site, and on the north by an alley which connects Cache Street and King Street.

Existing Site:

Currently, there are three major structures that exist on the site. These include the Ranch Inn, the Ranch Square Building and the Under the Willow Building. All above grade structures will be demolished. The new development will utilize approximately 68,000 total square feet (approximately 65,000 SF FAR area) of the total 71,219 square feet allowable within the 1.29-acre site. Some of the existing basements will remain in order to minimize earth work and shoring.

Background:

Since the proposed development exceeds 39,000 square feet, a development permit is required. The proposed development received unanimous approval from the Design Review Committee on 10/13/2021, as well as Sketch Plan approval from the Planning Commission on 12/01/2021 and from the Town Council on 01/18/2022. To address a “condition for approval” created during the Sketch Plan approval from the Town Council, the applicant changed the project design significantly. The applicant created two separate design options, both of which met the criteria to address “Condition 7” and submitted these two options to the Design Review Committee (“DRC”) for their review, comment, and ultimate recommendations for approval. Both options, “Options A & B” were well-received by DRC members although “Option B” was approved by a vote of 5-1. The single DRC member who voted “no” was generally supportive of the proposed design changes that were presented, but preferred Option A which is what prompted their dissenting vote. As a result, this application contains the “Option B” design as a result of DRC’s recommendation for approval. It also incorporates the recommendations from DRC to change the railings on the eastern building to be consistent with the remainder of the project as well as slight modifications to the chimneys. The Development Plan Review will be followed by a Grading Permit Pre-Application, and ultimately a Building Permit Application.

The Program:

The 68,000 square foot redevelopment will include commercial space at the street level, and 18 two, three, and four-bedroom condominium units on the second and third levels. 58 parking spaces are located in a covered garage located at grade level directly behind (north of) the redevelopment, and 11 outdoor

covered spaces are located north of the parking garage and accessed from the alley bordering the property. To access the garage, one will drive through a curb cut located on Pearl Avenue. To note, we are eliminating one large existing curb cut on Pearl Avenue and relocating the smaller existing curb cut that is currently located within the fire lane approximately 40 feet west to serve as the access point for the proposed parking garage. The proposed curb cut has been closely coordinated with Teton County Fire/EMS to ensure that the access and use of the fire station across Pearl Avenue is not impeded whatsoever.

Conclusion:

This Development Plan application complies with the Land Development Regulations, the Design Guidelines, the Comprehensive Plan and is being recommended for approval by Planning staff and the DRC. As noted above, the Development Plan submittal contains a number of design revisions that were informed by the Sketch Plan Conditions for Approval, as well as past commentary from Town staff, the Design Review Committee, the Planning Commission, and Town Council.

Scheduling (26 Month Construction Schedule):

March 2023 – May 2023	Demolition of Existing Structures
May 2023 – July 2023	Excavation / Shoring
April 2024 – June 2024	Utilities (or sooner. During Summer Month)
July 2023 – February 2025	Above Grade Vertical Construction Activities
August 2024 – September 2024	Sitework (During Summer Months)

Public Impact:

Below please find the Construction Management Plan and associated narrative breakdowns for review. Also provided within this package is the current Project Staging Plan and Shoring program narrative. Crystal Creek Capital (CCC) recognizes the importance of minimizing impacts during the summer seasons. During the first summer and fall (2023), construction activity will primarily involve existing building demolition, shoring, building excavations and completion of building foundation systems. During the second summer, the project will be in full construction with vertical assemblies being installed such as structural steel, steel stud framing and envelope enclosure consisting of windows/storefront, roofing and insulation. Interior construction will also be started at this time so full rough in of mechanical/electrical/plumbing/fire sprinkler as well as interior framing, drywall and interior finishes will be continuing through final completion date.

The final couple of months, the majority of the sitework will be completed including the new curb and gutter, sidewalks/boardwalks, approaches and hardscape. This work will be scheduled with the TOJ at the end of the summer 2024.

CCC is also aware that the right-of-way- is a shared use area, including community events, Town capital improvements and will work with the Town of Jackson to reduce impact in these situations as much as possible.

CCC has provided a list of the surrounding properties and businesses that will be most impacted by the construction activities. Please see Exhibit A at the end of this CMP for the list and sample Construction Neighborhood Meeting Notice. The complete list of names and emails will be emailed per the CMP checklist to the email address provided (townengineering@jacksonwy.gov) prior to construction.

Self-Enforced Parking Plan / Construction Parking:

For the duration of the project, it will be clearly stated in all subcontracts that construction related parking (employee and construction personnel) will not be allowed per the CMP checklist. Contractor shall implement a clear and self-enforcing construction parking plan that does not use/or encumber downtown on street and/or public parking lot parking spaces. The plan specifies that employee or contractor parking within the time restricted parking zones, the Home Ranch, East Deloney, Miller Park and/or the Parking Garage lots is not allowed.

Site Logistics:

Work Hours:

Standard work hours for project are Monday-Friday 7:00 AM to 5:00 PM with limited work on Holidays and weekends between 8:00 AM-5:00 PM.

The Contractor will also work with the TOJ to schedule special accommodations for events requiring extended working hours such as erection and dismantling of the tower crane and early morning concrete placements.

See attached Staging Plan.

Temporary Facilities / Staging:

All temporary facilities including construction trailers, trash, recycling, bathrooms, concrete washout, etc. will be located within the fenced areas of the project.

The project site will be fenced with an 8' tall, screened fence to limit viewing of construction activities.

A tower crane will be utilized during the construction of the project. The crane will be located within the property lines and will follow industry safety standards. At times, the crane boom will extend beyond the project limits, but all picks and delivery of materials will take place within the construction fence and/or unloading zone on Pearl Ave. If material picks are necessary outside of the construction fence, the activity will be coordinated with the TOJ and any lane closures and Right of Way permitting will be completed with TOJ prior to the completion of the activity. Cranes will be operated by a certified operator and follow industry and OSHA standards.

TOJ Street and Sidewalk Maintenance:

Construction Access and Exit tracking pads will be utilized at the site entrance off of Pearl as well as an additional location for site exiting into the existing alley to minimize any dirt being tracked onto neighboring streets. Street sweeping and cleaning will also be provided when necessary. Snow removal will be coordinated to not impact snow plowing of city streets. The sidewalk and site snow removal will be removed by DAC/CCC and trucked off site to a suitable location.

Traffic Control:

The contractor will provide traffic control for the duration of the activities within the public right of way and/or specific activities that require lane closures. All utility work in the right of way will require submission of a public right of way permit allowing the ability to coordinate utility installations and minimize impact. Utility work will be scheduled during summer months to ensure batch plants are operating. Work to be completed between the months of May - October.

Shoring:

The shoring plan is a delegated design that will be finalized prior to the construction start. The initial review of the shoring requirements for the project indicate that soil nails will not be required and that any shoring required will be a piling and cribbing system. At piling locations (approximately every 15' on center), a 24" to 30" caisson is drilled double the height of excavation (bottom of footing elevation) and a steel piling profile installed with lean concrete fill. Between the piling verticals, the shoring walls will be either wooden or concrete lagging. Final design will dictate this selection of lagging; however, all piling, and lagging will be within the property lines, so no shoring is anticipated outside of the property lines. Shoring plan will be provided once design and field investigations are finalized and will be submitted to TOJ in later submittals.

Project Access & Material Deliveries:

The main project access will be located off of Pearl Ave. All major deliveries will be received at this location if the delivery trucking cannot access the site through the existing alley. The proposed location for unloading is located along Pearl Ave. Large deliveries will be off loaded using a tower crane whenever possible to pick from the unloading zone and place materials within the staging area defined. Per correspondence with Kathy Clay, Battalion Chief Fire Marshall, as long as unloading zone is outside of the "red curb" locations along Pearl Ave, this activity will be acceptable. For any loads requiring forklift unloading, a vehicle tracking pad that is TOJ approved, will be installed at the entry/exit to the staging area off of Pearl Ave. See Staging Plan

The secondary project access will utilize the one-way alley to the north of the project site. Use of this access will be limited so existing business deliveries and traffic are affected to the least impact as possible. Again, DAC will install the necessary construction access profile to mitigate dirt and materials being transferred to TOJ streets.

Protection of Pedestrians:

CACHE STREET – Due to the volume of foot traffic on Cache Street, a covered pedestrian walkway will be provided from the alley to the corner of Pearl Ave and Cache Street. This will allow uninterrupted pedestrian traffic the full run of the project site along Cache Street.

PEARL AVE – The proposed plan for Pearl Ave. has been designed around the necessity to have an "Unloading Zone" for material deliveries. The proposed plan would divert all pedestrian traffic away from the "front" of the project on Pearl Avenue. Signage would be located at the corner of King/Pearl directing pedestrians to the south side of Pearl Ave. Signage would also be located on the west corners of Cache/Pearl closing indicating a sidewalk closure on Pearl with directions arrows for clarity. This approach was taken for multiple reasons:

- The unloading zone will be a very busy area and with the necessary crane picks over the building from Pearl, we will have to close these areas for pedestrian safety. This is also defined in the CMP checklist that “No moving of materials over an open to the public area is allowed”.
- There is only one business located outside the project limits on King/Pearl which will have full access to their street front per this design. All other existing businesses/structures on the north side of Pearl Ave will be part of this project.
- Both facades of the building along Cache and Pearl will require scaffolding along the exterior face of construction. Materials will have to be loaded to the scaffolding using the tower crane and reducing/eliminating pedestrians along Pearl will ensure a much safer experience for pedestrians.

Crane:

Finalized location of the tower crane will be defined with size, pick radius and limits in future submittal. This will allow for the selected crane company to provide the necessary input to finalize the crane selection. A tentative location has been shown on the Staging Plan.

Storm Water Management:

A comprehensive Storm Water Management Plan will be developed and submitted to the TOJ for review and acceptance during the grading permit process. Scope will include storm drain treatments, barriers, concrete washout profile, best management practices (BMP's), installation, maintenance, and inspection plan.

Performance Bond and Guarantee:

All necessary bonds and guarantees will be put in place with the Town of Jackson for all permitting and right of way work for the project. These measures will be established prior to starting work on the project.

PROJECT NAME: CACHE & PEARL

DATE: 3/28/2022

Exhibit A

SURROUNDING PROPERTIES & BUSINESSES

Name	Address 1	Address 2
36 EAST BROADWAY, LLC C/O KUVINKA & KUVINKA, PC	PO BOX 3007	JACKSON, WY 83001-3007
50 KING STREET BUILDING, LLC	PO BOX 2812	JACKSON, WY 83001-2812
BANK OF JACKSON HOLE C/O BANK OF ALPINE, ACCTS PAYABLE	PO BOX 3709	ALPINE, WY 83128-0709
BIG MOUNTAIN ENTERPRISES, LLC	PO BOX 1513	JACKSON, WY 83001-1513
BLUE JAY CORPORATION	PO BOX 1677	JACKSON, WY 83001-1677
BOYER, JOHN R. & JRB DESCENDANTS TRUST	PO BOX 882	JACKSON, WY 83001-0882
BOYER, SKIPPY LTD. PART. C/O PINK GARTER PLAZA	PO BOX 189	MEXICO, MO 65265-0189
BROADWAY CENTRE LLC	PO BOX 489	JACKSON, WY 83001-0489
CHET'S WAY, LLC	PO BOX 694	JACKSON, WY 83001-0694
COULTER HOUSE, LLC	PO BOX 694	JACKSON, WY 83001-0694
CRABTREE CORNER, LLC	PO BOX 3767	JACKSON, WY 83001-3767
ELK COUNTRY MOTELS, INC.	PO BOX 575	JACKSON, WY 83001-0575
ETOILE HOLDINGS, LLC	PO BOX 37	PENNS PARK, PA 18943-0037
GARAMAN, INC.	PO BOX 36	JACKSON, WY 83001-0036
HARGER, DONALD K. ET UX	PO BOX 2826	JACKSON, WY 83001-2826
JOURDAN FAMILY LIMITED PART.	PO BOX 3159	JACKSON, WY 83001-3159
LENZ, INC.	PO BOX 2530	JACKSON, WY 83001-2530
MADRIGAL, JOSE MIGUEL & FAVIOLA H	49 W MAIN ST	LOVELL, WY 82431
MARTIN, YVONNEDA M. TRUSTEE	PO BOX 11780	JACKSON, WY 83002-1780
MONROE NEEDLE ROCK LLC	PO BOX 8615	JACKSON, WY 83002-8615
MOUNTAIN STATES TELEPHONE & TELEGRAPH CO	501 E MONROE	RIVERTON, WY 82501
OLD GROWTH, LLC	PO BOX 12801	JACKSON, WY 83002-2801
OLD WEST CORP. (THE)	PO BOX 575	JACKSON, WY 83001-0575
PECK, JAMES M. & YOUNGBLOOD, KAREN M.	PO BOX 1233	JACKSON, WY 83001-1233
RIDGE CREEK INVESTMENT CO.	PO BOX 1	JACKSON, WY 83001-0001
ROOSEVELT, GAYLE L.	PO BOX 4091	JACKSON, WY 83001-4091
RTN-PSN TRUST, THE	PO BOX 6754	JACKSON, WY 83002-6754
TETON ACADIA GROUP, LLC C/O JDHCO	PO BOX 3369	JACKSON, WY 83001-3369
TETON COUNTY	PO BOX 1727	JACKSON, WY 83001-1727
TOWN SQUARE, LLC C/O WILLIAM LEE GARDNER	PO BOX 159	TETON VILLAGE, WY 83025-0159
VANDEWATER ENTERPRISES LP	1815 POPLAR ST	BUHL, ID 83316-1728
WAX MUSEUM, INC.	PO BOX 2393	JACKSON, WY 83001-2393

Date TBD

Ranch Inn: Construction Logistics Informational Meeting

Dear Neighbors,

Crystal Creek Capital (CCC) is planning to begin construction on The Cache & Pearl Project and we are looking forward to becoming an integral part of the neighborhood. We would like to inform our neighboring property owners and business owners of our construction logistics plan during a pre-construction open house on _____ from ____ MST ____ MST. The open house will be held at the _____ meeting space located at _____.

CCC recognizes the importance of minimizing impacts to our neighbors and the surrounding area. Demolition is currently scheduled to begin _____. During the first phase of the project, construction activity primarily involves excavation and completion of the building foundation. The second phase involves the completion of the building systems, exterior siding and hardscape. Covered walkways will be provided during various times of the project for public access and safety.

For any questions or concerns during the project our contact information is listed below:

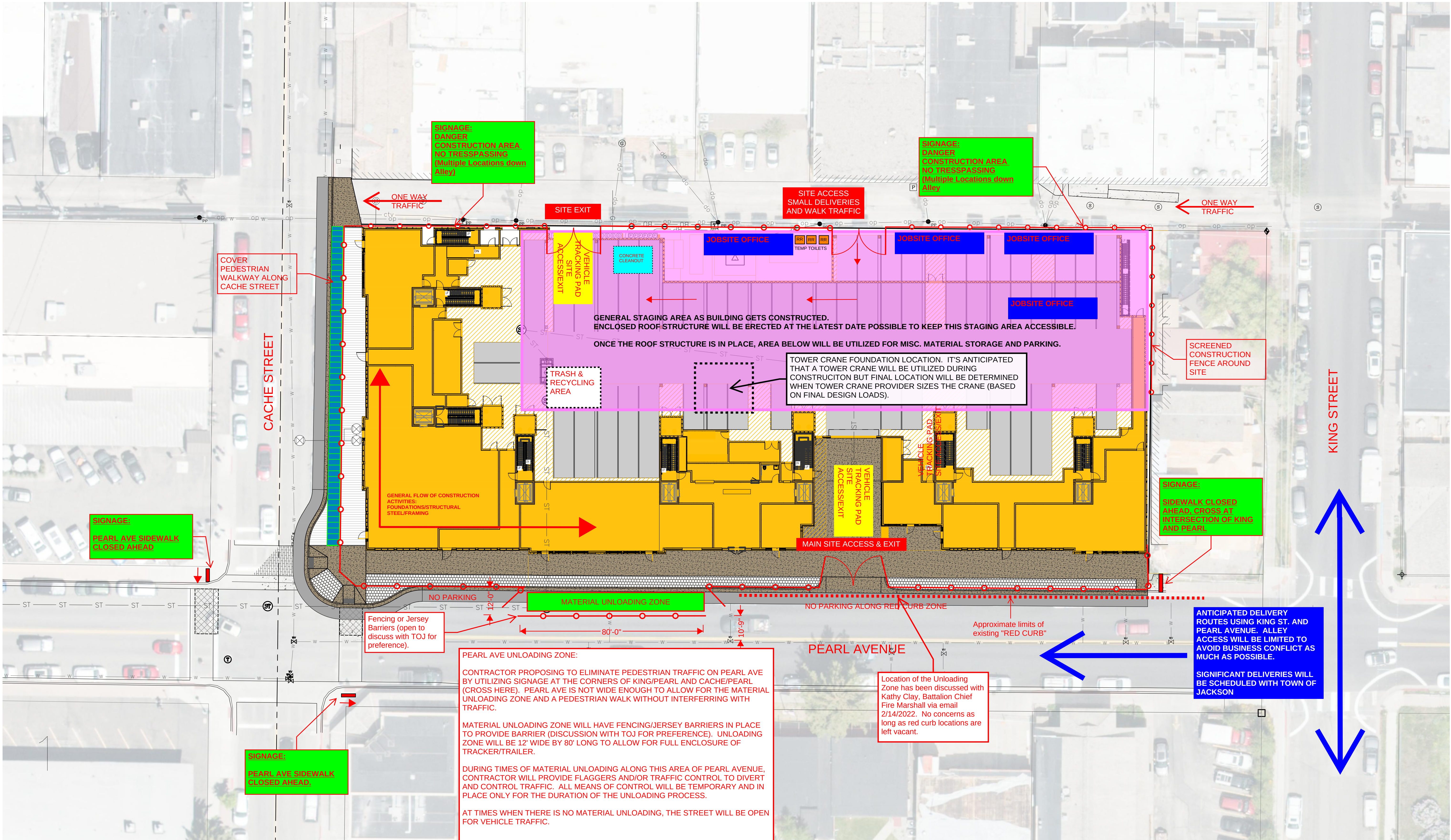
DAC contact info

CCC contact info

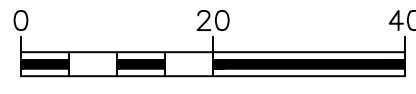
Best,

Adrian Barton
Crystal Creek Capital Real Estate Advisors, LL

STAGING PLAN



CONSTRUCTION PLAN EXHIBIT



General Notes:
Secondary Staging location for material storage being located as necessary.

S:\Proj\2021\076-03 Ranch Inn Motel, Cache and Pearl - NWCE - CadVA Perching, USON, GRADING, PLANNING, CONSTRUCTION PLAN EXHIBIT - Feb 18 2022 07:54:05 pm PLUTED BY: dson DWG: EXHIBIT 241

DRAWING NO EXH	JOB TITLE RANCH INN MOTEL CACHE AND PEARL JACKSON, WYOMING	DRAWING TITLE CONSTRUCTION PLAN EXHIBIT	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087										DATE	02/10/2022	REV.
			SURVEYED	NE	ENGINEERED	BO/MB	DRAWN	BO/BIG	CHECKED	MB	APPROVED				
JOB NO 21-076-03															

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

GEOTECHNICAL REPORT

GEOTECHNICAL INVESTIGATION
MULTI-USE COMMERCIAL DEVELOPMENT
LOTS 10 THROUGH 16, BLOCK 1
CACHE-1 SUBDIVISION
JACKSON, WYOMING

PREPARED
FOR
CRYSTAL CREEK CAPITAL REAL ESTATE ADVISORS
JACKSON, WYOMING

PREPARED
BY
NELSON ENGINEERING
JACKSON, WYOMING

SD DRAFT AUGUST 10, 2021

Project No. 21-076-02

TABLE OF CONTENTS

GENERAL AND PROJECT DESCRIPTION	1
SCOPE OF SERVICES	1
SITE CONDITIONS.....	1
DESCRIPTION.....	1
GEOLOGY AND SOIL MAPPING	1
SEISMIC HAZARD	2
SITE INVESTIGATIONS.....	2
FIELD INVESTIGATIONS	2
SUBSURFACE CONDITIONS.....	3
SOIL PROFILES	3
GROUNDWATER	3
GEOTECHNICAL ANALYSIS & RECOMMENDATIONS	3
GENERAL.....	3
SEISMIC DESIGN PARAMETERS.....	4
ABANDONED BASEMENTS.....	4
SPREAD FOOTINGS.....	4
LATERAL EARTH PRESSURE	5
SHORING, UNDERPINNING, EXCAVATION SLOPES	5
SIDEWALKS AND EXTERIOR SLABS	6
ROADWAY AND PARKING LOT SECTIONS	7
CONSTRUCTION CONSIDERATIONS	7
EARTHWORK AND SITE GRADING	7
GENERAL COMMENTS	9
WARRANTY AND LIMITING CONDITIONS	9
APPENDIX	

GENERAL AND PROJECT DESCRIPTION

A geotechnical investigation was performed for a mixed-use development at Lots 10 through 16, Block 1 of the Cache-1 Subdivision in Jackson Wyoming. A three-story mixed-use building with partial basement parking is planned. Geotechnical recommendations in this report are based on schematic design level plans as of July 2021 prepared by Northworks Architects and subconsultants.

Scope of Services

The scope of services for this investigation was to provide geotechnical recommendations based on a subsurface investigation and soils laboratory testing for the proposed mixed-use development. The purpose of the subsurface investigation was to determine soil and groundwater characteristics. The results of the subsurface investigation and subsequent laboratory testing were utilized in engineering analysis for recommendations pertaining to structural foundations, drive and parking areas, retaining walls, and general earthwork. It is our engineering judgment that the existing and proposed slope geometry and composition indicate stability therefore slope stability analyses were not conducted. Specific recommendations for drainage and surface water conveyance are not within the scope of work.

Foundation analysis and resulting recommendations are based on typical loads for the type of structure proposed. Prior to finalization of project plans, foundation plans and loads should be sent to this office for review to ensure compliance with this report. Recommendations assume foundation elements are not subjected to unusual loading conditions such as eccentric loads or vibratory equipment. Lateral earth pressure recommendations contained herein are general in nature; it is critical that retaining wall designs are reviewed by the geotechnical engineer.

SITE CONDITIONS

Description

The project is located at the corner of East Pearl Avenue and South Cache Street, Lots 10 through 16, Block 1 of the Cache-1 Subdivision. Existing structures include three Ranch Inn buildings and an older commercial building fronting Cache Street. There are two interior parking areas accessed from Pearl Avenue. Adjoining to the east are developed commercial lots along King Street. To the north is an alley.

The three Ranch Inn buildings have full basements, the older commercial building has a partial basement. Local topography is relatively flat with very gentle slopes to the west/northwest.

Geology and Soil Mapping

The area's surface geology is mapped on the USGS "Geologic Map of the Jackson Quadrangle, Teton County, Wyoming," J.D. Love and H.F. Albee, 2004. The map shows "Qf-Alluvial Fan Deposits-Water-laid gravel, sand, silt, and clay spreading out from mouths of ravines and canyons" throughout the site.

The US Natural Resources Conservation Service's Soil Survey of Teton County has mapped the Greyback gravelly loam at the site. The soils are alluvial and/or glaciofluvial deposits located on 0 to 3 percent slopes. This soil is described as very deep, somewhat excessively

drained, and composed of gravelly loam, very gravelly sandy loam, and very gravelly loamy sand. Depth to water table is indicated to be deeper than 80 inches.

Seismic Hazard

Jackson Hole is located within the Intermountain Seismic Belt, a zone extending from southern Utah through eastern Idaho and western Montana, and encompassing western Wyoming and the Teton Range as referenced by Robert B. Smith and Walter J. Arabasz in "Seismicity of the Intermountain Seismic Belt, Neotectonics of North America," 1991. The USGS Earthquake Hazards Program has mapped Quaternary faults and folds in the United States as displayed on Google Earth with the following active faults near the site: the Teton Fault, the Phillips Valley Fault, and secondary faults within the Jackson Hole Valley. In particular, the Teton Fault is thought to be capable of producing major earthquakes of a magnitude of six or greater. The portion of the Teton Fault mapped as active in the Quaternary is approximately 6.7 miles northwest of the site.

The USGS "Geologic Map of the Jackson Quadrangle, Teton County, Wyoming," J.D. Love and H.F. Albee, 2004, shows the postulated trace of the Cache Creek Thrust Fault 500 feet south of the site and the East Gros Ventre Fault 2000 feet northwest of the site. The Cache Creek Thrust Fault is not classified by the USGS as active. The East Gros Ventre fault is a Class B fault. Class B is defined as "geologic evidence demonstrates the existence of a fault or suggests Quaternary deformation, but either (1) the fault might not extend deeply enough to be a potential source of significant earthquakes or (2) the currently available geologic evidence is too strong to confidently assign the feature to Class C [which show insufficient evidence of faulting or deformation] but not strong enough to assign it to Class A [evidence demonstrates Quaternary faulting of tectonic origin]."

SITE INVESTIGATIONS

Field Investigations

In March and July of 2021, nine borings were advanced at the locations shown on Drawing 2 in the Appendix. Borings were approximately located with a Leica Zeno 20 GPS unit to within 3 feet and with a tape measure from existing site features. Boring locations and depths were selected to best determine subsurface conditions throughout the project. All borings were backfilled with drilling spoils after logging was completed, asphalt/concrete patch was installed on the surface of BH-1, BH-2, BH-4, and BH-6. Flush mounted monitoring wells were installed in BH-3, BH-5, BH-7, and BH-8.

IME of Riverton, Wyoming, drilled borings with a truck-mounted Mobile B-57 drill rig. All borings were advanced using a 7-inch outer-diameter (O.D.) hollow stem auger. Sampling was performed with 2-inch and 3-inch split-barrel (split-spoon) samplers per ASTM D1586. Andy Pruett, a Professional Geologist at Nelson Engineering logged the borings and directed the sampling. Soils were classified in the field and logged by the geologist. The soil classifications, moisture conditions, and presence of organic or other notable features were recorded in the field logs. Bulk samples were sealed in plastic bags and transported to our laboratory for testing and further classification. Undisturbed samples of fine-grained soils were obtained in Dames and Moore liners for consolidation and unconfined compressive strength testing. Groundwater observations were made at the time of the boring advancement based on field observations of soil moisture conditions. Field observations and laboratory testing results are presented both on the boring logs and in the Laboratory Results sheets in the Appendix.

The stratification lines shown on the boring logs represent the approximate boundary between soil types. The actual in-situ transition may be either gradual or abrupt. Due to the nature and depositional characteristics of natural soils and fills, care should be taken in interpolating subsurface conditions beyond the location of the boreholes. Soil conditions can change rapidly in both the lateral and vertical directions. Groundwater conditions shown on the logs are only for the dates indicated.

The subsurface conditions were interpreted from the described boreholes at the site. The soil properties inferred from the field and laboratory analyses supported by our experience formed the basis for developing our conclusions and recommendations.

Samples obtained during the field investigation were taken to the laboratory where they were visually classified in accordance with ASTM Test Method D-2487-93, which is based on the Unified Soils Classification System. The soil samples stored in our laboratory will be discarded after 30 days from the date this report is submitted unless we receive a specific request to retain them.

SUBSURFACE CONDITIONS

Soil Profiles

Soil profiles consisted of imported landscaping topsoil or surficial asphalt and parking lot sections overlying gravelly alluvial fan deposits. In BH-3 and BH-7 strata of sand silt and clay were encountered in intervals at depth. Borings in paved areas showed a paved section of 2 inches of asphalt over 4-inches of crushed gravel with sand. Surficial soils in BH-8 and BH-9 in unpaved landscaping areas encountered dry dark brown imported silt topsoil overlying dark brown silty gravel with sand deposits to depths of 3 to 4 feet. Underlying native soils were alluvial fan deposits composed of clayey gravels (GC) and gravel with sand (GP), with frequent cobbles and occasional boulders. Alluvial fan deposit samples contained angular to round gravels with numerous freshly fractured gravels indicating the presence of larger gravels and cobbles. Alluvial fan gravels were dense to very dense at all sampling intervals below 3-foot depth. Interbedded deposits of poorly-graded, fine sand, sandy silt, sandy lean clay, lean clay and clayey gravel were encountered from about 29- to 40-foot depth in BH-3 and from 35- to 43-foot depth in BH-7.

Groundwater

Groundwater was only observed in saturated sand lenses within interbedded sand, silt, and clay deposits from 35- to 43-foot depth in BH-7. Groundwater measurements on July 28, 2021 revealed groundwater at 44.5-foot depth in BH-7 and dry monitoring wells in BH-3 to 41.5-foot depth, BH-5 to 30.5-foot depth, and BH-8 to 41.3-foot depth. The existing structures on the site contain full and partial basements with no known history of flooding. Wyoming DEQ records for Leaky Underground Storage Tank remediation for the Bill's Standard site for monitoring wells located along South Glenwood Street, approximately 450 ft to the west, show seasonal high levels of about 26 feet depth.

GEOTECHNICAL ANALYSIS & RECOMMENDATIONS

General

This report addresses schematic design level plans prepared in July 2021 by Northworks and subconsultant structural designers, DCI Engineers. All above grade structures will be

demolished and removed. Basements of the commercial structure on Cache and portions of the Rancher Inn may be backfilled forming the subgrade for footings. Lot line to lot line construction is proposed. From DCI Engineers structural narrative for schematic design:

"The new Cache & Pearl building is planned to provide two stories of luxury residential over ground floor commercial space and parking, as well as a roof deck with spa area. The existing basements for the Ranch Inn and Ranch Square are intended to remain and be used for storage. Currently, the intent is to move forward with design option 2: demolition of the existing structures on the lot and expanding the new building. Schematic plans of design Option 2 provided to date show a three-story structure with an approximate footprint of 30,500 square feet, excluding the at-grade parking. Also added in Option 2 is a nearly 12,000 square foot landscaped courtyard to enclose the parking below. It is anticipated that the new building will be designed and constructed as a traditional steel post and beam structure."

Seismic Design Parameters

The 2018 International Building Code (IBC) designates site class per ASCE 7 Chapter 20. Data obtained in this investigation is not sufficient to determine soil parameters as required by ASCE 7; therefore, the IBC directs that seismic coefficients and design spectra shall be determined using **Site Class D**, Latitude of **43.479°** and Longitude of **-110.761°**.

Abandoned Basements

Existing basement areas supporting hardscapes, paved areas, or structure slabs and footings shall be backfilled with structural fill.

Spread Footings

Spread footings bearing on dense, cobble and gravel deposits are appropriate foundation elements. If pockets of sand/silt/or clay are found at bottom of footing and slabs, these soils shall be removed until competent cobble and gravel alluvium is exposed. Backfill of existing foundations may be poorly compacted or composed of unsuitable soils, where this occurs, unsuitable backfill shall be evaluated by this office. Where required, structural fill shall be placed to achieve footing grade. Subgrades beneath all footings and fills below foundations shall be compacted to a depth of 8 inches to 95% of maximum density per ASTM D698 (Standard Proctor).

A net allowable bearing capacity of **7000 PSF is appropriate**. The net allowable soil pressure includes dead load plus maximum live load. The above analysis assumes a **maximum width of 8.0 feet** for continuous footings and a **maximum dimension of 18 feet** for isolated footings. The net allowable soil pressure includes dead load plus maximum live load. These calculations assume a **minimum footing depth of 3 feet and a maximum footing depth of 15 feet below existing grade** and that a maximum total settlement of 0.5 inches be tolerated on any one footing and the maximum differential settlement between footings that can be tolerated is 0.25 inches.

Bearing capacity values and settlement shall be checked for each combination of load to determine whether settlement or bearing capacity will control the response of the footing. Foundation elements supporting large concentrated loads should be analyzed on an individual basis to determine settlement and bearing characteristics. Other foundation parameters and restrictions are given below:

1. **Existing Footing Loading:** Proposed footings shall be located to avoid loading of existing basement level footings and walls. Footings should be located beyond a line drawn upward from the edge of existing footings at 1(H):2(V). This office should be consulted in instances where this restriction cannot be met.
2. A one-third increase in allowable bearing capacity may be used for short duration loads such as wind or seismic.
3. Backfill against shallow foundations and stem walls shall conform to Drawing 3 in the Appendix. In no case shall material greater than 6 inches in diameter bear directly on or against foundation elements. Placing oversized material against rigid surfaces can damage the structure and interferes with proper compaction.

Any soil type encountered at the bottom of footing excavations other than those described above should be analyzed by Nelson Engineering. Isolated boulders at footing grade should be excavated and removed unless approved by Nelson Engineering. Any excessively loose material or soft spots encountered in the footing subgrade will require over-excavation and backfilling with structural fill. All footings shall be suitably reinforced to make them as rigid as possible.

Lateral Earth Pressure

For this analysis, it is assumed that 1) all foundation or retaining walls are founded on compacted, native colluvium or structural fills, 2) all foundation and retaining walls will be backfilled Drawing #3. The lateral earth pressures given here are NOT APPLICABLE to walls retaining slopes of greater than 10%, these walls shall be evaluated on an individual basis. For foundation or stem walls restrained from movement such that active earth pressures will not be allowed to develop, an at-rest equivalent fluid pressure of **60 PCF** is appropriate. For foundation or stem walls with active earth pressure loading, an equivalent fluid pressure of **45 PCF** is appropriate.

The Mononobe-Okabe (M-O) equations are often used to estimate dynamic forces against retaining walls. The M-O analysis is theoretically derived using active earth pressure conditions. Although there is debate about the theoretical applicability of this methodology to restrained or rigid walls, the method has been used for many years for the seismic design of such walls. The performance record of underground walls during earthquakes has generally been good. Appropriate parameters for the M-O analysis are: 1) soil unit weight 135 pounds per cubic foot, 2) Internal Friction Angle= 35°. The more limiting case, at-rest or active seismic pressure, shall be utilized in the structural design of restrained or rigid retaining walls.

Shoring, Underpinning, Excavation Slopes

Stabilizing underground utilities, adjacent foundations, excavation slopes, and other features will be required for foundation and basement construction. Loads and location of the foundation elements of all adjacent structures and infrastructure should be thoroughly researched and understood by project designers. Utility location should be thoroughly researched and understood by project designers

Shoring and underpinning design and construction is typically delivered by specialty design-build contractors. Shoring and underpinning designs should be performed by

engineers licensed in Wyoming with experience in this type of work. Shoring and underpinning should be performed by experienced geotechnical contractors.

Shoring will be required for excavations occurring near property lines. Soil nail walls or soldier pile walls with tiebacks are commonly utilized for this purpose. Underground easements for shoring elements extending into neighboring properties will be required.

Conservatively assigned soil properties appropriate for shoring and underpinning design based on soil properties found the borings. Note that soil profiles may vary from those found in the borings. Shoring designers are responsible for designs that address all aspects and may determine that additional investigations may be necessary for adequate shoring design.

Table 1: Soil Properties for Shoring and Underpinning

Soil Type:	Medium Dense Clayey Gravel w/Cobble	Dense to Very Dense Clayey Gravels w/Cobble
Moist Unit Weight (γ) =	135 lbs./ft ³	135 lbs./ft ³
Cohesion (c) =	25 lbs./ft ²	25 lbs./ft ²
Effective Friction Angle (ϕ') =	34°	38°

Interior Slabs-On-Grade

Interior slabs shall be founded upon the following section from top to bottom: 1) a leveling course mat 4 inches in thickness composed of clean pea gravel or WYDOT Grade GR or equivalent compacted to a minimum of 95% of maximum density as determined by ASTM D 698, 2) 12 inches of structural fill, 3) native subgrade compacted to >95% of Standard Proctor maximum density. Where suitably dense gravels are found at subgrade, structural fill thickness may be reduced if approved by this office.

Concrete slab-on-grade control joints should be saw-cut as early as possible. Nelson Engineering recommends the use of a soft cut system, which allows saw cutting as soon as the concrete can support foot traffic. Successful crack control is dependent upon proper joint spacing. Control joints should be placed in accordance with current Portland Cement Concrete Paving Association guidelines.

Sidewalks and Exterior Slabs

Sidewalks and exterior concrete slabs for foot traffic shall be placed upon a minimum of 4 inches of ¾-inch minus crushed gravel placed on 8 inches of structural fill. Any excessively loose material or soft spots encountered in slab subgrade will require over-excavation and backfilling with structural fill. Where suitably dense gravels are found at subgrade, structural fill thickness may be reduced if approved by this office. All fill material within 2 feet of the slabs must be compacted to a minimum 95% of the maximum density as determined by ASTM D698.

Roadway and Parking Lot Sections

The section given here is based on providing a stable surface for construction traffic and will provide a satisfactory final paved section based on the assumed traffic loading. Design traffic loading is estimated as no traffic data is available. Existing paved areas may have an adequate section. The section given may be reduced where more competent subgrade is found after consultation with this office.

PAVEMENT SECTION COMPONENTS	Existing Paved Areas*	Newly Paved Areas
Asphalt	3 inches	3 inches
Grade GR Crushed Aggregate Compacted to 95% Max. Per ASTM D698	4 inches	4 inches
6 inch minus Clean Pit Run Structural Fill subbase	N/A	10 inches
Compacted Subgrade	Surficial 8 inches of native soil compacted to the maximum moisture and subgrade conditions permit	

*See Discussion above

CONSTRUCTION CONSIDERATIONS

Earthwork and Site Grading

Excavation work and heavy equipment access will be difficult due to soft to very soft subgrades. During wet conditions, conditions will deteriorate. A protracted period of wet conditions can be expected during and after seasonal snowmelt. **Placement of imported gravels supported by geotextiles and/or geogrid will be required to provide construction access and to provide platforms for equipment.** Utility trenches will encounter groundwater at shallow depths. General recommendations for earthwork suitability, placement, and compaction procedures are provided below:

- Within the building footprints and areas to be paved, a minimum of 6 inches of material shall be stripped and removed. Beneath all footings, a minimum of 1 foot of material shall be stripped and removed. All organic material, deleterious undocumented fill, and debris shall be removed regardless of depth below the surface. Loose and disturbed native soils should be scarified, moisture-conditioned, and compacted. Finish surfaces shall be sloped away from foundations.
- Fill materials shall not be placed, spread, or compacted while the ground is frozen or during unfavorable weather conditions. Fill materials shall be at the proper moisture content prior to compaction and shall contain no frozen soil.
- Native subgrade shall be compacted with vibratory equipment appropriate for the soil types. Where soft and loose or over moist areas are encountered that do not improve with repeated compactive effort, replace native soils with structural fill.
- Moisture shall be prevented from saturating clay containing subgrades and bearing soils during construction. Measures to prevent moisture infiltration include grading

during construction to drain storm water from exposed excavations during precipitation and snowmelt events, tenting, or tarping. In the event that moisture has been allowed to infiltrate and soften subgrade or bearing soils, excavation and backfill operations should cease and not resume until Nelson Engineering approves the moisture and density conditions of the soils.

- **Structural Fill** shall consist of Clean Rock Fill or Crushed Concrete, or gravels (USCS classification GW or GP).

Gravels shall have the following characteristics: 6-inch maximum particle size with no more than 40% oversize (greater than $\frac{3}{4}$ ") and no more than 5% fines passing the #200 sieve. Structural fill shall be placed in layers of not more than 8 inches in thickness. Each layer of structural fill should be moisture conditioned to within 2% of optimum moisture content and compacted to a minimum density of 95% of the maximum dry density as determined by ASTM Designation D 698. The maximum density of material containing more than 30% oversize (greater than $\frac{3}{4}$ " diameter) cannot be determined by use of the ASTM Designation D 698. In this case, a field maximum density may be determined by a test strip method. The material shall be compacted at or near optimum moisture content and a field density test shall be taken after each pass of the compaction equipment. This sequence shall continue until the maximum field density is achieved. This maximum field density shall be used for subsequent field compaction tests. Enough density tests should be taken to monitor proper compaction.

Crushed Concrete shall meet the gradation requirements of gravels and shall be free of all debris and rebar. Proposed gradation, source, and compaction methods shall be submitted to Nelson Engineering for approval prior to use.

Clean Rock fill consisting of hard durable crushed or screened rock of $\frac{3}{4}$ "-4" size. Proposed gradation, source, and compaction methods shall be submitted to Nelson Engineering for approval prior to use.

Crushed Concrete and Clean Rock fill compaction testing shall consist of proof rolling with loaded rubber-tired equipment observed and approved of by Nelson Engineering.

- Safety of construction personnel including safe trenches and excavations are the responsibility of the contractor. Excavations for retaining walls and foundations shall conform to the applicable OSHA and Wyoming safety standards. Excavations and utility trenches shall be laid back to safe slopes or properly shored. Excavations and shoring operations shall be conducted in accordance with the most recent versions of the OSHA Construction Standards for Excavations, Part 1926, Subpart P and Wyoming Public Works Standard Specifications. Excavations for utilities shall be shored if the proper slope cannot be maintained.
- During earthwork phases of the project, a representative of Nelson Engineering shall be present to observe exposed native soils and fill materials for suitability and consistency. A documented testing program should be conducted to determine that soil compaction is in accordance with requirements.

- Backfill placed against structures (i.e., pipes and walls) shall be of a character and in a manner that will not damage that structure. In no case shall material greater than 6 inches in diameter bear directly on or against these structures. Placing oversized material against rigid surfaces can damage the structure and interferes with proper compaction.

GENERAL COMMENTS

This report is preliminary for use in due diligence investigations. Project designers should consult with this office to ensure compliance with this report when project plans are formulated. Additional or supplementary recommendations concerning foundations and earthwork may be required at that time. It is critical that the structural engineer, civil engineer and other project designers review this report.

Monitoring and testing should be performed to verify that suitable materials are used for structural fills and backfills and that fills are properly placed and compacted. Concrete testing and special inspections should be performed prior to and during placement of all concrete to ensure concrete and reinforcing steel bar comply with project plans and specifications.

WARRANTY AND LIMITING CONDITIONS

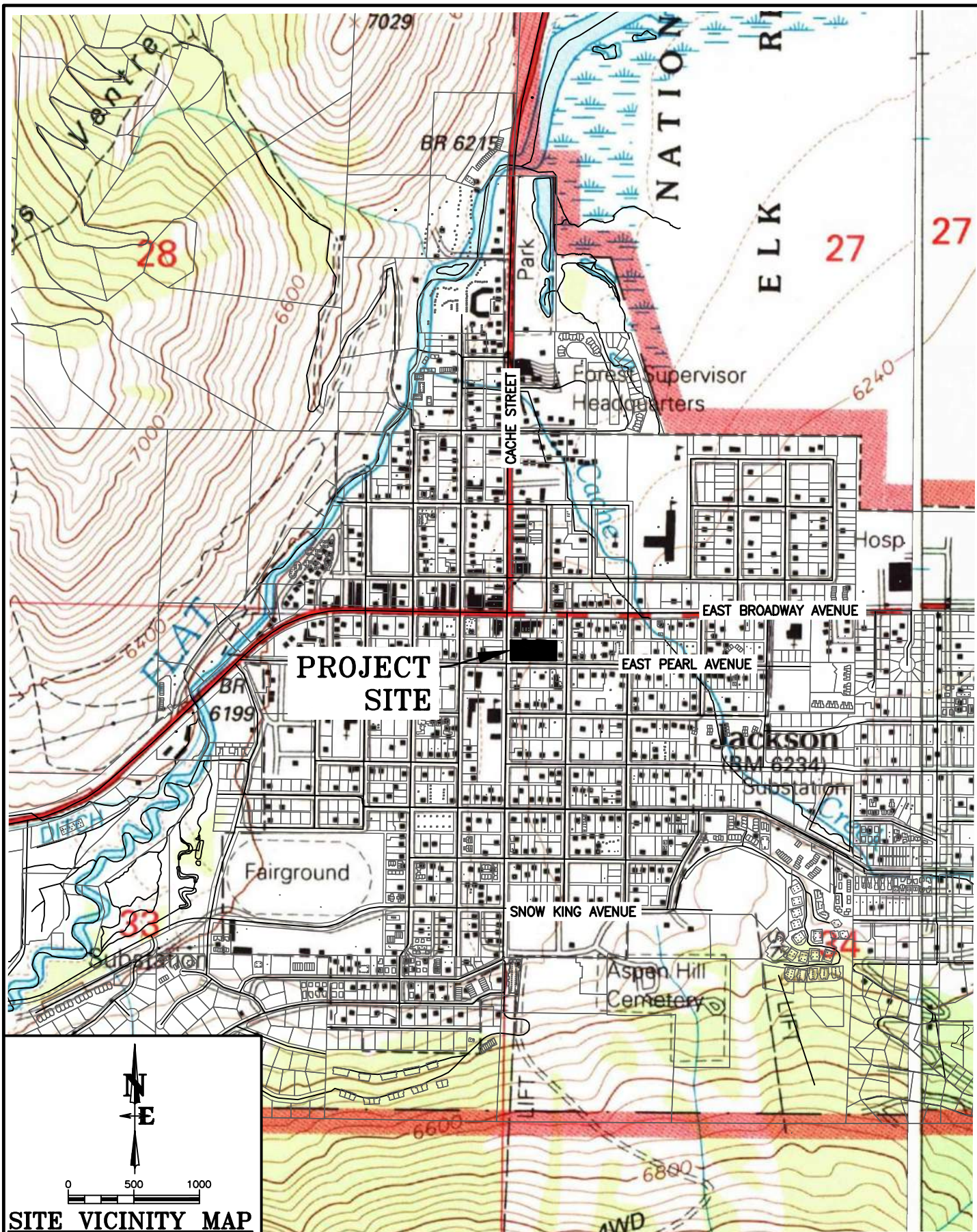
The field observations and research reported herein are considered sufficient in detail and scope to form a reasonable basis for the purposes cited above. Nelson Engineering warrants that the findings and conclusions contained herein have been promulgated in accordance with generally accepted professional engineering practice in the fields of foundation engineering, soil mechanics, and engineering geology, only for the site described in this report. No other warranties are implied or expressed.

These engineering methods have been developed to provide the client with information regarding apparent or potential engineering conditions relating to the subject property within the scope cited above and are limited to the conditions observed at the time of the site visit and research. There is a distinct possibility that conditions may exist which could not be identified within the scope of the investigation or which were not apparent during the site investigation. The report is also limited to the information available at the time it was prepared. In the event additional information is provided to Nelson Engineering following this report, it will be forwarded to the client in the form received for evaluation by the client. This report was prepared for use by Crystal Creek Capital Real Estate Advisors ("Client") and the conclusions and recommendations presented in this report are based on the agreed-upon scope of work outlined in the report and the contract for professional services between Client and Nelson Engineering ("Consultant"). Use or misuse of this report, or reliance upon the findings hereof by any parties other than the Client, is at their own risk. Neither the Client nor Consultant may make any representation of warranty to such other parties as to the accuracy or completeness of this report or the suitability of its use by such other parties for any purpose whatsoever, known or unknown, to the Client or Consultant. Neither Crystal Creek Capital Real Estate Advisors nor Nelson Engineering shall have any liability to or indemnifies or holds harmless third parties for any losses incurred, by the actual or purported use or misuse of this report. No other warranties are implied or expressed.

Philip Gyr, PE, Geotechnical Engineer

APPENDIX

DRAWINGS



SITE VICINITY MAP

DRAWING NO

1

JOB NO

21-076-02

TITLE

45 E PEARL AVE & 50 S CACHE ST
LOTS 10-16, BLOCK 1, CACHE 1
GEOTECHNICAL INVESTIGATION

**NELSON
ENGINEERING**

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

DATE

4/15/2021

REV.

SURVEYED

-

DRAWN

AP

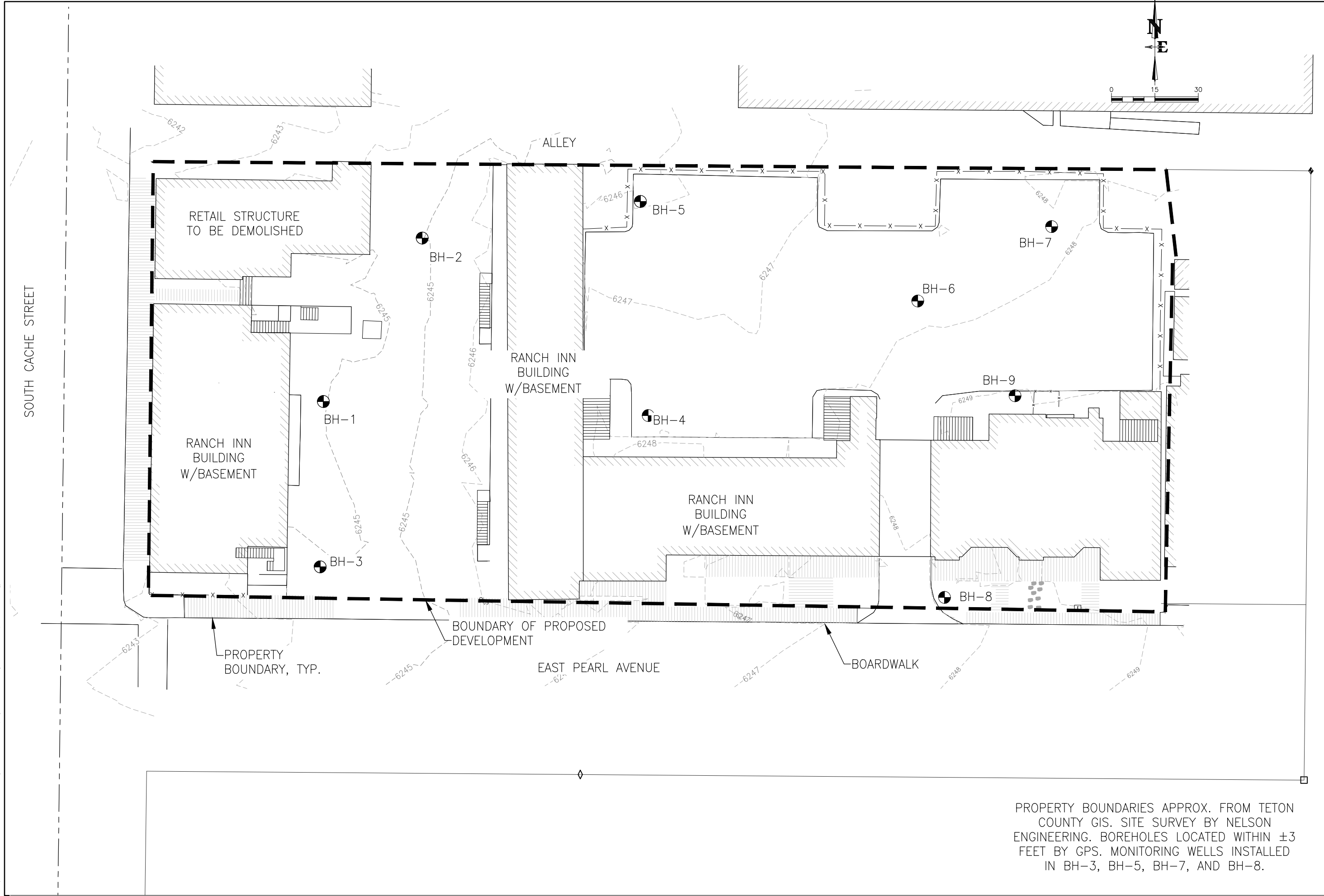
CHECKED

PG

APPROVED

PG

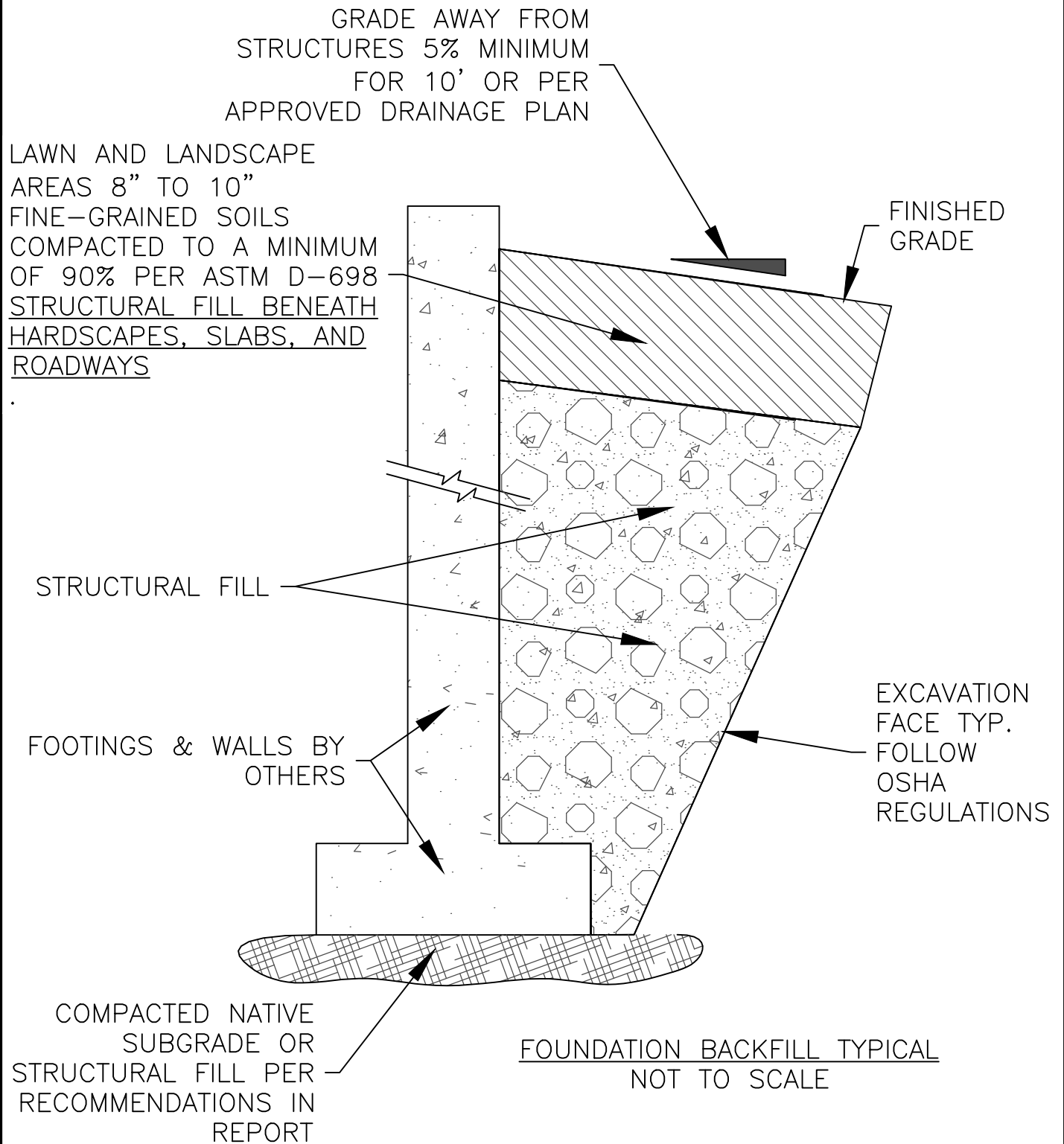
S:\Pro\2021\07-02 Cache and Pearl - Geotech\Drawings\Cache-Pearl\BOLDMap.dwg (BOLDMAP) - Aug 10 2021 08:10:02 pm PLOTTED BY: gyt DWG FORMAT: 220



PROPERTY BOUNDARIES APPROX. FROM TETON COUNTY GIS. SITE SURVEY BY NELSON ENGINEERING. BOREHOLES LOCATED WITHIN ± 3 FEET BY GPS. MONITORING WELLS INSTALLED IN BH-3, BH-5, BH-7, AND BH-8.

DRAWING NO	JOB TITLE		DRAWING TITLE		DATE		8/10/21		REV.	
	XXXX	45 E PEARL AVE & 50 S. CACHE ST LOTS 14-16, BLOCK 1 CACHE-1 GEOTECHNICAL INVESTIGATION	BOREHOLE LOCATION MAP		SURVEYED	ENGINEERED	NE	AP	NE	
JOB NO		21-076-02			DRAWN	CHECKED	AP	PG	AP	PG
							APPROVED		PG	

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



DRAWING NO	TITLE	 P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE	4/21/21	REV.
3	CACHE AND PEARL		SURVEYED	N/A	
JOB NO	MIXED USE BUILDING		DRAWN	PG	
21-072-2	FOUNDATION BACKFILL TYPICAL		CHECKED	PG	
			APPROVED	PG	

BORING LOGS

GEOTECHNICAL GENERAL NOTES

CORRECTED SPT: Standard Penetration Test values corrected to N_{160} correcting for theoretical free-fall hammer energy and overburden pressure per 7th edition of the AASHTO Bridge Design Specifications.

DRILLING, SAMPLING, AND SOIL PROPERTIES ABBREVIATIONS AND SYMBOLS

N: Standard Penetration Test

U_c : Unconfined compressive strength, Pounds/ft² (PSF)

Pp: Pocket Penetrometer values, Ton/ft² (TSF)

FILGC: Fragments indicate gravels and cobbles larger than split spoon diameter.

w: Water content, %

LL: Liquid limit, %

PI: Plasticity index, %

gd: In-situ dry density, lbs/ft³ (PCF)

: Ground water level

SS: Split-Spoon Sample

ST: Shelby Tube Sampler

CS: Cylindrical Brass Lined Sample



Monitoring Well, diagonal hatching indicates screen and sand packed interval

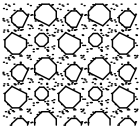
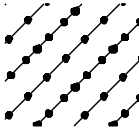
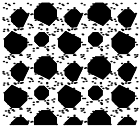
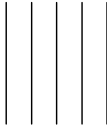
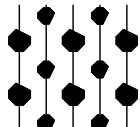
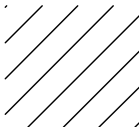
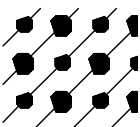
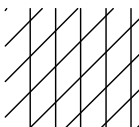
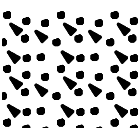
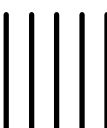
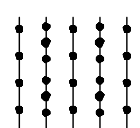
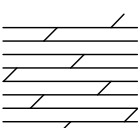
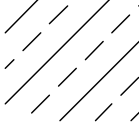
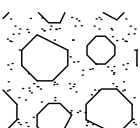
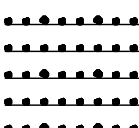
SOIL RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION

Non-Cohesive Soils		SPT	Cohesive Soils		Pp-(tons/ft ²)
Very Loose		0 - 4	Very Soft		0 - 0.25
Loose		4 - 10	Soft		0.25 - 0.50
Slightly Compact		8 - 15	Medium Stiff		0.50 - 1.00
Medium Dense		10 - 30	Stiff		1.00 - 2.00
Dense		30 - 50	Very Stiff		2.00 - 4.00
Very Dense		50+	Hard		4.00+

PARTICLE SIZE

Boulders:	12 in.+	Coarse Sand:	5 mm(#4)-2 mm(#10)	Silts and Clays: <#200
Cobbles:	12 in.-3in.	Medium Sand:	2 mm(#10)-0.4mm(#40)	
Gravel:	3in.-5mm(#4)	Fine Sand:	0.4mm(#40)-0.075mm(#200)	

SOIL GRAPHICS

<i>GW</i>		<i>SC</i>	
<i>GP</i>		<i>ML</i>	
<i>GM</i>		<i>CL</i>	
<i>GC</i>		<i>ML-CL</i>	
<i>SW</i>		<i>OL</i>	
<i>SP</i>		<i>MH</i>	
<i>SM</i>		<i>CH</i>	
<i>BEDROCK</i>		<i>OH</i>	
<i>COBBLES/BOULDERS</i>		<i>PT</i>	

NOTE: ANGLED DEMARCATIONS ON THE LOGS INDICATE APPROXIMATE OR POORLY DEFINED BOUNDARIES BETWEEN SOIL TYPES.

PROJECT NAME: LOTS 10-16, BLOCK 1, CACHE 1	DRILL HOLE No. BH-1	PAGE: 1 OF 2
DATE STARTED / FINISHED: 3/22/2021	DRILLER: IME	
LOGGED BY: ANDY PRUETT	DRILL TYPE: MOBILE B57 TRUCK-MOUNTED	
BOREHOLE LOCATION/ELEVATION: SEE BOREHOLE LOCATION MAP/6245.1'	HOLE DIAMETER: 7" O.D. HSA (HOLLOW STEM AUGER)	
	HAMMER TYPE: 140# AUTOMATIC	

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			RECOVERY %	This log is part of a report prepared by Nelson Engineering for this project and should be read with the report. This summary applies only at the location of the boring and at the time of the drilling. Subsurface conditions may differ at other locations and may change at this location with passage of time. The data presented is a simplification of actual conditions encountered.	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
							MATERIAL DESCRIPTION						
		1					SURFACE: 2" ASPHALT PAVEMENT OVERLYING 4" OF CRUSHED BASE						ASPHALT PARKING LOT
		2											
		3											
		4											
		5	6				5.0'-6.5' DRY, BROWN/GRAY, GRAVEL WITH CLAY AND SAND, ROUND TO ANGULAR AND FRACTURED GRAVELS, F.I.L.G.C, POORLY-GRADED, VERY DENSE			103			EASY TO MODERATE DRILLING CONSTANT BIT GRINDING FROM 0' TO 6.5'
		6	26			BH1-1 2" SS 61							
		7	33										BIT GRINDING ON COBBLE AT 6.5' TO 7.5'
		8											
		9											MODERATE TO HARD DRILLING WITH CONSTANT BIT GRINDING FROM 6.5' TO 12'
		10	27			BH1-2 2" SS 83	10.0'-11.5' SAME AS ABOVE			103			
		11	33										
		12	37										
		13	32			BH1-3 2" SS 67	13.0'-14.5' SAME AS ABOVE			118			SMOOTH, HARD DRILLING FROM 12' TO 13'
		14	38										MODERATE TO HARD DRILLING WITH CONSTANT BIT GRINDING FROM 13' TO 15'
		15	49										
		16	16			BH1-4 2" SS 89	15.0'-16.5' SAME AS ABOVE			126			SLOW, HARD DRILLING WITH CONSTANT BIT GRINDING FROM 15' TO BOH
		17	47										
		18	50										
		19											20 MINS TO DRILL FROM 15'-20'
		20	16			BH1-5 2" SS 78	20.0'-21.5' SAME AS ABOVE			98			
		21	43										

**NELSON
ENGINEERING**

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

CLIENT: **CRYSTAL CREEK CAPITAL
REAL ESTATE ADVISORS, LLC
JACKSON, WYOMING**

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
		40				BH1-5 2" SS 78	20.0'-21.5' SAME AS ABOVE			98			10 MINS TO DRILL FROM 20'-25'
		22											
		23											
		24											
		25	50/6			BH1-6 2" SS 100	25.0'-25.5' SAME AS ABOVE			>50			SLOW, HARD DRILLING WITH CONSTANT BIT GRINDING FROM 15' TO BOH
		26											18 MINS TO DRILL FROM 25'-30'
		27											
		28											
		29											
		30	20			BH1-7 2" SS 67	30'-31.5' MOIST, COMPOSITION AS ABOVE			58			
		31	28										
		32	30										
		33											22 MINS TO DRILL FROM 30'-35'
		34											
		35					CUTTINGS ARE MOIST						
		36											
		37											
		38											20 MINS TO DRILL FROM 35'-40'
		39											
		40	34				40.0'-41.0' SAME AS ABOVE, MOIST						BORING CAVED TO 35'-7" AFTER HSA REMOVAL
		41	50/6			BH1-8 2" SS 83	B.O.H. = 41.0' NO GROUNDWATER			>50			
		42											
		43											
		44											

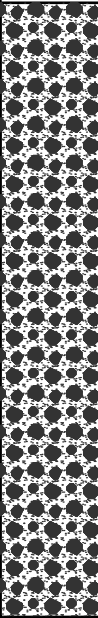
PROJECT NAME: LOTS 10-16, BLOCK 1, CACHE 1	DRILL HOLE No. BH-2	PAGE: 1 OF 2
DATE STARTED / FINISHED: 3/23/2021	DRILLER: IME	
LOGGED BY: ANDY PRUETT	DRILL TYPE: MOBILE B57 TRUCK-MOUNTED	
BOREHOLE LOCATION/ELEVATION: SEE BOREHOLE LOCATION MAP/6245.0'	HOLE DIAMETER: 7" O.D. HSA (HOLLOW STEM AUGER)	
	HAMMER TYPE: 140# AUTOMATIC	

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES		SAMPLE ID	RECOVERY %	This log is part of a report prepared by Nelson Engineering for this project and should be read with the report. This summary applies only at the location of the boring and at the time of the drilling. Subsurface conditions may differ at other locations and may change at this location with passage of time. The data presented is a simplification of actual conditions encountered.	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED									
							MATERIAL DESCRIPTION						
		1					SURFACE: 2" ASPHALT PAVEMENT OVERLYING 4" OF CRUSHED BASE						ASPHALT DRIVEWAY
		2											
		17											
		29			BH2-1	67	2.5'-4.0' DRY, BROWN/GRAY, GRAVEL WITH CLAY AND SAND, ROUND TO ANGULAR AND FRACTURED GRAVELS, F.I.L.G.C, POORLY-GRADED, VERY DENSE			121			MODERATE DRILLING WITH CONSTANT BIT GRINDING FROM 0' TO 5'
		32											
		4											
		5											
		6											
		7											
		8											SLOW HARD DRILLING WITH CONSTANT BIT GRINDING FROM 5' TO 8'
		9											11 MINS TO DRILL FROM 5'-10'
		10					10.0'-11.5'						
		11			BH2-2	78	0"-4" DRY, BROWN, CLAYEY GRAVEL, FRACTURED GRAVELS, F.I.L.G.C			75			MODERATE DRILLING WITH INTERMITTENT BIT GRINDING FROM 8' TO 17'
		22					4"-14" DRY, BROWN/GRAY, GRAVEL WITH CLAY AND SAND, ROUND TO ANGULAR AND FRACTURED GRAVELS, F.I.L.G.C, POORLY-GRADED, VERY DENSE						
		29											
		12											
		13											
		14											4 MINS TO DRILL FROM 10'-15'
		15					15.0'-16.5'						
		27			BH2-3	83	0"-2" DRY, BROWN, CLAYEY GRAVEL			99			SLOW, HARD DRILLING WITH CONSTANT BIT GRINDING FROM 17' TO BOH
		41					2"-15" DRY, BROWN/GRAY, GRAVEL WITH CLAY AND SAND, ROUND TO ANGULAR AND FRACTURED GRAVELS, F.I.L.G.C, POORLY-GRADED, GRAVEL LODGED IN TIP OF SS, VERY DENSE						
		35											
		16											
		17											
		18											
		19											9 MINS TO DRILL FROM 15'-20'
		20											
		32			BH2-4	59	20.0'-21.4' SAME AS ABOVE			>50			
		46											
		21											

**NELSON
ENGINEERING**

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

CLIENT: **CYRSTAL CREEK CAPITAL
REAL ESTATE ADVISORS, LLC
JACKSON, WYOMING**

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
		50	5			BH2-4 2" SS 59	20.0'-21.4' SAME AS ABOVE			>50			SLOW, HARD DRILLING WITH CONSTANT BIT GRINDING FROM 17' TO BOH
		22											
		23											
		24											
		25											
		26											
		27											
		28					28.0'-29.5' SAME AS ABOVE						
		26				BH2-5 2" SS 72				77			LITTLE TO NO PROGRESS FOR 15 MINUTES FROM 27.5'-28'
		31											
		29											
		43					B.O.H. = 29.5' NO GROUNDWATER						BORING CAVED TO 22'-4" AFTER HSA REMOVAL
		30											
		31											
		32											
		33											
		34											
		35											
		36											
		37											
		38											
		39											
		40											
		41											
		42											
		43											
		44											

PROJECT NAME: LOTS 10-16, BLOCK 1, CACHE 1	DRILL HOLE No. BH-3	PAGE: 1 OF 2
DATE STARTED / FINISHED: 3/23/2021	DRILLER: IME	
LOGGED BY: ANDY PRUETT	DRILL TYPE: MOBILE B57 TRUCK-MOUNTED	
BOREHOLE LOCATION/ELEVATION: SEE BOREHOLE LOCATION MAP/6244.8'	HOLE DIAMETER: 7" O.D. HSA (HOLLOW STEM AUGER)	
	HAMMER TYPE: 140# AUTOMATIC	

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES		SAMPLE ID	RECOVERY %	This log is part of a report prepared by Nelson Engineering for this project and should be read with the report. This summary applies only at the location of the boring and at the time of the drilling. Subsurface conditions may differ at other locations and may change at this location with passage of time. The data presented is a simplification of actual conditions encountered.	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED			MATERIAL DESCRIPTION						
		1					SURFACE: 2" ASPHALT PAVEMENT OVERLYING 4" OF CRUSHED BASE						ASPHALT PARKING AREA WITH PEARL ST BOARDWALK ~ 10' SOUTH
		2											COBBLES FROM 2'-3'
		3	26				3.0'-3.67' MOIST, BROWN/GRAY, GRAVEL WITH CLAY AND SAND, ROUND TO ANGULAR AND FRACTURED GRAVELS, F.I.L.G.C, POORLY-GRADED, VERY DENSE			>50			MODERATE TO HARD DRILLING WITH CONSTANT BIT GRINDING FROM 0' TO 8'
		4	50/2		BH3-1 2" SS	100							8 MINS TO DRILL FROM 5'-10'
		5											
		6											
		7											
		8											
		9											
		10	20				10.0'-11.5' SAME AS ABOVE						MODERATE DRILLING WITH INTERMITTENT BIT GRINDING FROM 8' TO 29'
		11	29		BH3-2 2" SS	78				101			
		12	40										
		13											
		14											
		15	16				15.0'-16.5' SAME AS ABOVE, GRAVEL LODGED IN TIP OF SS						4 MINS TO DRILL FROM 10'-15'
		16	23		BH3-3 2" SS	67				64			
		17	26										8 MINS TO DRILL FROM 15'-20'
		18											
		19											
		20	13				20.0'-20.75' MOIST, BROWN CLAYEY GRAVEL, ROUND TO ANGULAR AND FRACTURED GRAVELS, F.I.L.G.C.						
		21	50/3		BH3-4 2" SS	89				>50			

**NELSON
ENGINEERING**

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

CLIENT: **CYRSTAL CREEK CAPITAL
REAL ESTATE ADVISORS, LLC
JACKSON, WYOMING**

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			SAMPLE ID	RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK									
		22												
		23												
		24												
		25	18			BH3-5	72	25.0'-26.5' SAME AS ABOVE, MINOR ORANGE OXIDATION, STAINING ON CLAY MATRIX			72			MODERATE DRILLING WITH INTERMITTENT BIT GRINDING FROM 8' TO 29'
		26	30			2" SS								8 MINS TO DRILL FROM 20'-25'
		27	36											3 MINS TO DRILL FROM 25'-30'
		28												
		29												
		30	4			BH3-6	100	30.0'-31.5' 0"-10", MOIST, BROWN, POORLY-GRADED, FINE-GRAINED SAND WITH CLAY, MEDIUM DENSE			15			SMOOTH, EASY DRILLING FROM 29' TO 32.5'
		31	6			2" SS		10"-15", MOIST, BROWN LEAN CLAY, PP=2.5 TSF, VERY STIFF						
		32	9					15"-18", SAME AS FROM 0"-10"						
		33	9			BH3-7	100	32.5'-33.5' SAME AS ABOVE, MEDIUM DENSE			27			SMOOTH, EASY DRILLING, WITH MINOR INTERMITTENT BIT GRINDING FROM 32.5' TO BOH
		34	32			3" DM								
		35												
		36												
		37												
		38												
		39												
		40	23			BH3-8	83	40.0'-41.5' 0"-1", SAME AS ABOVE			63			
		41	38			2" SS		1"-15", MOIST, BROWN/GRAY GRAVEL WITH SAND, CLAY, ROUND TO ANGULAR GRAVELS, POORLY-GRADED, VERY DENSE						
		42	33					B.O.H. = 41.5'						
		43						NO GROUNDWATER						
		44						MONITORING WELL CONSTRUCTION: LENGTH OF PIPE = 41.3' (1.5"Ø PVC, FLUSH MOUNTED) SLOTTED EVERY 6" FROM 21.5' TO 41.5' PIPE STICKUP = -0.2'						

PROJECT NAME: LOTS 10-16, BLOCK 1, CACHE 1	DRILL HOLE No. BH-4	PAGE: 1 OF 2
DATE STARTED / FINISHED: 3/23/2021	DRILLER: IME	
LOGGED BY: ANDY PRUETT	DRILL TYPE: MOBILE B57 TRUCK-MOUNTED	
BOREHOLE LOCATION/ELEVATION: SEE BOREHOLE LOCATION MAP/6247.8'	HOLE DIAMETER: 7" O.D. HSA (HOLLOW STEM AUGER)	
	HAMMER TYPE: 140# AUTOMATIC	

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			RECOVERY %	This log is part of a report prepared by Nelson Engineering for this project and should be read with the report. This summary applies only at the location of the boring and at the time of the drilling. Subsurface conditions may differ at other locations and may change at this location with passage of time. The data presented is a simplification of actual conditions encountered.	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
							MATERIAL DESCRIPTION						
		1					SURFACE: 2" ASPHALT PAVEMENT OVERLYING 4" OF CRUSHED BASE						ASPHALT PARKING LOT
		2											
		3											
		4	4				3.0'-4.5' MOIST, BROWN/GRAY GRAVEL WITH SAND AND CLAY, ROUND TO ANGULAR AND FRACTURED GRAVELS, F.I.L.G.C., POORLY-GRADED, MEDIUM DENSE, TOP 2" SATURATED DUE TO SNOW MELT INTO BOREHOLE, GRAVEL LODGED IN TIP OF SS			21			EASY TO MODERATE DRILLING WITH INTERMITTENT BIT GRINDING THRU FINE GRAVELS FROM 0' TO 10'
		5											
		6											
		7											
		8											
		9											
		10	15				10.0'-11.5' SAME AS ABOVE, VERY DENSE, BOTTOM 4" AND TIP OF SPLIT SPOON IS PULVERIZED LIMESTONE COBBLE			103			MODERATE DRILLING WITH INTERMITTENT BIT GRINDING THROUGH FINE GRAVELS & COBBLES FROM 10' TO BOH
		11	23										
		12	47										
		13											
		14											5 MINS TO DRILL FROM 10'-15'
		15											
		16											
		17											
		18											6 MINS TO DRILL FROM 15'-20'
		19											
		20	21				20.0'-21.5' SAME AS ABOVE						
		21	32							>50			

**NELSON
ENGINEERING**

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

CLIENT: **CYRSTAL CREEK CAPITAL
REAL ESTATE ADVISORS, LLC
JACKSON, WYOMING**

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
		50/6				BH4-3 2" SS 67	20.0'-21.5' SAME AS ABOVE			>50			MODERATE DRILLING WITH INTERMITTENT BIT GRINDING THROUGH FINE GRAVELS & COBBLES FROM 10' TO BOH 5 MINS TO DRILL FROM 20'-25'
		22											
		23											
		24											
		25											
		26											
		27											
		28											6 MINS TO DRILL FROM 25'-30'
		29											
		30					30.0'-31.5' SAME AS ABOVE						
		29											
		31				BH4-4 2" SS 83				69			
		32											8 MINS TO DRILL FROM 30'-35'
		33											
		34											
		35											
		36					B.O.H. = 35.5' UNABLE TO SAMPLE AT 35.5', TRANSMISSION ISSUES ON DRILLING RIG PREVENTED DRILLING TO 40'						
		37					NO GROUNDWATER						
		38											
		39											
		40											
		41											
		42											
		43											
		44											

PROJECT NAME: LOTS 10-16, BLOCK 1, CACHE 1	DRILL HOLE No. BH-5	PAGE: 1 OF 2
DATE STARTED / FINISHED: 3/24/2021	DRILLER: IME	
LOGGED BY: ANDY PRUETT	DRILL TYPE: MOBILE B57 TRUCK-MOUNTED	
BOREHOLE LOCATION/ELEVATION: SEE BOREHOLE LOCATION MAP/6245.9'	HOLE DIAMETER: 7" O.D. HSA (HOLLOW STEM AUGER)	
	HAMMER TYPE: 140# AUTOMATIC	

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES		SAMPLE ID	RECOVERY %	This log is part of a report prepared by Nelson Engineering for this project and should be read with the report. This summary applies only at the location of the boring and at the time of the drilling. Subsurface conditions may differ at other locations and may change at this location with passage of time. The data presented is a simplification of actual conditions encountered.	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED			MATERIAL DESCRIPTION						
		1					SURFACE: 2" ASPHALT PAVEMENT OVERLYING 4" OF CRUSHED BASE						ASPHALT PARKING LOT
		2											
		3					2.5'-4.0' MOIST, BROWN/GRAY CLAYEY GRAVEL WITH ROUND TO ANGULAR AND FRACTURED GRAVELS, F.I.L.G.C., VERY DENSE			59			MODERATE DRILLING WITH CONSTANT BIT GRINDING FROM 0' TO 8'
		4											
		5											
		6											
		7											7 MINS TO DRILL FROM 5'-10'
		8											
		9											EASY TO MODERATE DRILLING WITH INTERMITTENT BIT GRINDING THRU FINE GRAVELS AND SMALL COBBLES FROM 8' TO BOH
		10					10.0'-11.5' DRY, BROWN/GRAY GRAVEL WITH SAND AND CLAY, ROUND TO ANGULAR AND FRACTURED GRAVELS, F.I.L.G.C., POORLY-GRADED, PULVERIZED COBBLE IN BOTTOM 4" OF SPLIT SPOON			>50			6 MINS TO DRILL FROM 10'-15'
		11											
		12											
		13											
		14											
		15											
		16											
		17											7 MINS TO DRILL FROM 15'-20'
		18											
		19											
		20					20.0'-21.5' SAME AS ABOVE						
		21								65			

 P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	CLIENT: CYRSTAL CREEK CAPITAL
	REAL ESTATE ADVISORS, LLC
	JACKSON, WYOMING

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
		25				BH5-3 2" SS 83	20.0'-21.5' SAME AS ABOVE			65			7 MINS TO DRILL FROM 20'-25'
		22											
		23											
		24											
		25											
		26											
		27											
		28											
		29											
		30											
		21				BH5-4 2" SS 67	30.0'-31.5' SAME AS ABOVE			62			
		32											
		31											
		30											
		32					B.O.H. = 31.5' NO GROUNDWATER						
		33					MONITORING WELL CONSTRUCTION: LENGTH OF PIPE = 30.25' (1.5"Ø PVC, FLUSH MOUNTED) SLOTS EVERY 6" FROM 20.5' TO 30.5' PIPE STICKUP = -0.25'						
		34											
		35											
		36											
		37											
		38											
		39											
		40											
		41											
		42											
		43											
		44											

PROJECT NAME: LOTS 10-16, BLOCK 1, CACHE 1	DRILL HOLE No. BH-6	PAGE: 1 OF 2
DATE STARTED / FINISHED: 7/26/2021	DRILLER: IME	
LOGGED BY: ANDY PRUETT	DRILL TYPE: MOBILE B57 TRUCK-MOUNTED	
BOREHOLE LOCATION/ELEVATION: SEE BOREHOLE LOCATION MAP/6247.8'	HOLE DIAMETER: 7" O.D. HSA (HOLLOW STEM AUGER)	
	HAMMER TYPE: 140# AUTOMATIC	

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			RECOVERY %	This log is part of a report prepared by Nelson Engineering for this project and should be read with the report. This summary applies only at the location of the boring and at the time of the drilling. Subsurface conditions may differ at other locations and may change at this location with passage of time. The data presented is a simplification of actual conditions encountered.	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
							MATERIAL DESCRIPTION						
		1					SURFACE: 2" ASPHALT PAVEMENT OVERLYING 4" OF CRUSHED BASE						ASPHALT PARKING LOT
		2											MINOR BIT GRINDING TO 2'
		3					2.5'-4.0' DRY, BROWN/GRAY, GRAVEL WITH SILT AND SAND, ROUND TO ANGULAR AND FRACTURED GRAVELS, F.I.L.G.C, POORLY-GRADED, VERY DENSE			105			
		4											MODERATE TO HARD DRILLING WITH CONSTANT BIT GRINDING FROM 2'-10'
		5					5.0'-6.25' SAME AS ABOVE			>50			
		6											
		7											
		8											
		9											
		10					10.0'-10.9' SAME AS ABOVE, WITH CLAY, NO SILT			>50			HARD DRILLING WITH CONSTANT BIT GRINDING FROM 10'-BOH
		11											9 MINS TO DRILL FROM 10'-15'
		12											
		13											
		14											
		15					15.0'-16.5' SAME AS ABOVE			86			
		16											
		17											
		18											8 MINS TO DRILL FROM 15'-20'
		19											
		20					20.0'-21.5' SAME AS ABOVE, BOTTOM 5" IS PULVERIZED GRAY LIMESTONE COBBLE			76			
		21											

**NELSON
ENGINEERING**

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

CLIENT: **CRYSTAL CREEK CAPITAL
REAL ESTATE ADVISORS, LLC
JACKSON, WYOMING**

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
		31				BH6-5 2" SS 67	20.0'-21.5' SAME AS ABOVE, BOTTOM 5" IS PULVERIZED GRAY LIMESTONE COBBLE			76			7 MINS TO DRILL FROM 20'-25'
		22											
		23											
		24											HARD DRILLING WITH CONSTANT BIT GRINDING FROM 10' TO BOH
		25	50/6"			BH6-6 2" SS 83	25.0'-25.5' SAME AS ABOVE			>50			8 MINS TO DRILL FROM 25'-30'
		26											
		27											
		28											
		29											
		30	17			BH6-7 2" SS 89	30'-31.5' MOIST, COMPOSITION AS ABOVE			60			
		31	30										
		32	30										
		33											7 MINS TO DRILL FROM 30'-35'
		34											
		35	29			BH6-8 2" SS 100	35.0'-35.9' SAME AS ABOVE			>50			
		36	50/5"										
		37											
		38											6 MINS TO DRILL FROM 35'-40'
		39											
		40	25			BH6-9 2" SS 83	40.0'-41.5' SAME AS ABOVE			63			BORING CAVED TO 28'-4" AFTER HSA REMOVAL
		41	33										
		42	38				B.O.H. = 41.5' NO GROUNDWATER						
		43											
		44											

PROJECT NAME: LOTS 10-16, BLOCK 1, CACHE 1	DRILL HOLE No. BH-7	PAGE: 1 OF 3
DATE STARTED / FINISHED: 7/26/2021	DRILLER: IME	
LOGGED BY: ANDY PRUETT	DRILL TYPE: MOBILE B57 TRUCK-MOUNTED	
BOREHOLE LOCATION/ELEVATION: SEE BOREHOLE LOCATION MAP/6247.9'	HOLE DIAMETER: 7" O.D. HSA (HOLLOW STEM AUGER)	
	HAMMER TYPE: 140# AUTOMATIC	

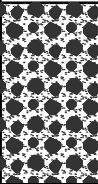
WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			RECOVERY %	This log is part of a report prepared by Nelson Engineering for this project and should be read with the report. This summary applies only at the location of the boring and at the time of the drilling. Subsurface conditions may differ at other locations and may change at this location with passage of time. The data presented is a simplification of actual conditions encountered.	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
							MATERIAL DESCRIPTION						
		1					SURFACE: 2" ASPHALT PAVEMENT OVERLYING 4" OF CRUSHED BASE						ASPHALT PARKING LOT
		2											MINOR BIT GRINDING TO 2'
		26											
		3					2.5'-4.0' DRY, BROWN/GRAY, GRAVEL WITH SILT AND SAND, ROUND TO ANGULAR AND FRACTURED GRAVELS, F.I.L.G.C, POORLY-GRADED, VERY DENSE			168			MODERATE TO HARD DRILLING WITH CONSTANT BIT GRINDING FROM 2'-5'
		41											
		44											
		5					5.0'-6.5' SAME AS ABOVE						
		21											
		36								122			
		6											HARD DRILLING WITH CONSTANT BIT GRINDING FROM 5'-35'
		34											8 MINS TO DRILL FROM 5'-10'
		7											
		8											
		9											
		10					10.0'-11.5' SAME AS ABOVE						
		17											
		29								93			
		34											18 MINS TO DRILL FROM 10'-15'
		12											
		13											GRINDING ON COBBLE/BOULDER FROM 13'-14'
		14											
		15					15.0'-16.5' SAME AS ABOVE. WITH CLAY, NO SILT, GRAVEL LODGED IN TIP OF SS						
		12								53			
		20											
		21											
		17											
		18											7 MINS TO DRILL FROM 15'-20'
		19											
		20					20.0'-21.5' SAME AS ABOVE, DENSE						
		20											
		17											
		21								44			
		20											

**NELSON
ENGINEERING**

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

CLIENT: **CRYSTAL CREEK CAPITAL
REAL ESTATE ADVISORS, LLC
JACKSON, WYOMING**

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
		20				BH7-5 2" SS 94	20.0'-21.5' SAME AS ABOVE, DENSE			44			7 MINS TO DRILL FROM 20'-25'
		22											
		23											
		24											
		25				BH7-6 2" SS 83	25.0'-26.5' SAME AS ABOVE, VERY DENSE			56			HARD DRILLING WITH CONSTANT BIT GRINDING FROM 5' TO 35'
		30											
		29											
		23											8 MINS TO DRILL FROM 25'-30'
		27											
		28											
		29											
		30				BH7-7 2" SS 100	30'-31.5' MOIST, COMPOSITION AS ABOVE, DENSE			46			
		14											
		21											
		25											
		32											
		33											7 MINS TO DRILL FROM 30'-35'
		34											
		35				BH7-8 2" SS 100	35.0'-36.5' MOIST, BROWN INTER-TONGUING LENSES OF SANDY SILT, SANDY LEAN CLAY, AND POORLY-GRADED FINE SAND, SILT AND CLAY PP=1-3.5 TSF, STIFF TO VERY STIFF, SAND IS MEDIUM DENSE			16			SMOOTH, EASY DRILLING FROM 35' TO 43'
		3											
		5											
		12											
		37											
		38				BH7-9 3" DM 100	38.0'-39.0' SAME AS ABOVE, MOIST TO SATURATED SAND LENSES, ADDITIONAL LENS OF MOIST, CLAYEY GRAVEL, SILT AND CLAY ARE STIFF TO VERY STIFF, SAND AND GRAVEL ARE MEDIUM DENSE			15			
		14											
		11											
		39											
		40											
		41											
		42											
		43											
		44											

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
		45	15			BH7-10 2" SS 88	GROUNDWATER MEASURED AT 44.5' BGS ON 7/28/2021 45.0'-46.3' MOIST, BROWN/GRAY, GRAVEL WITH SILT AND SAND, ROUND TO ANGULAR AND FRACTURED GRAVELS, F.I.L.G.C, POORLY-GRADED, VERY DENSE B.O.H. = 46.3' MONITORING WELL CONSTRUCTION: LENGTH OF PIPE = 45.7' (1.5"Ø PVC, FLUSH MOUNTED) SLOTS EVERY 6" FROM 26.0' TO 46.0' PIPE STICKUP = -0.3'						MODERATE DRILLING WITH CONSTANT BIT GRINDING FROM 43' TO BOH
		46	40										
		50	4"							>50			BORING CAVED TO 27'-4" AFTER HSA REMOVAL
		47											
		48											
		49											
		50											
		51											
		52											
		53											
		54											
		55											
		56											
		57											
		58											
		59											
		60											
		61											
		62											
		63											
		64											
		65											
		66											
		67											

PROJECT NAME: LOTS 10-16, BLOCK 1, CACHE 1	DRILL HOLE No. BH-8	PAGE: 1 OF 2
DATE STARTED / FINISHED: 7/27/2021	DRILLER: IME	
LOGGED BY: ANDY PRUETT	DRILL TYPE: MOBILE B57 TRUCK-MOUNTED	
BOREHOLE LOCATION/ELEVATION: SEE BOREHOLE LOCATION MAP/6247.9'	HOLE DIAMETER: 7" O.D. HSA (HOLLOW STEM AUGER)	
	HAMMER TYPE: 140# AUTOMATIC	

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			RECOVERY %	This log is part of a report prepared by Nelson Engineering for this project and should be read with the report. This summary applies only at the location of the boring and at the time of the drilling. Subsurface conditions may differ at other locations and may change at this location with passage of time. The data presented is a simplification of actual conditions encountered.	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
							MATERIAL DESCRIPTION						
		1					IMPORTED SILT TOPSOIL G.S.						LANDSCAPING AREA, ~5 WEST OF THAI ME UP SIGN
		2					FROM 1'-5', C.I. DK BROWN SILTY GRAVEL WITH SAND						MODERATE TO HARD DRILLING WITH CONSTANT BIT GRINDING FROM 1'-5'
		3											
		4											
		5	16				5.0'-6.0' DRY, LT BROWN/GRAY, GRAVEL WITH SILT AND SAND, ROUND TO ANGULAR AND FRACTURED GRAVELS, F.I.L.G.C, POORLY-GRADED, VERY DENSE			>50			HARD DRILLING WITH CONSTANT BIT GRINDING FROM 5'-30'
		6	50/6"			BH8-1 2" SS 25							
		7											
		8											7 MINS TO DRILL FROM 5'-10'
		9											
		10	20				10.0'-11.5' SAME AS ABOVE			69			
		11	24			BH8-2 2" SS 78							
		12	23										
		13											8 MINS TO DRILL FROM 10'-15'
		14											
		15	15				15.0'-16.5' SAME AS ABOVE, WITH CLAY, NO SILT			51			8 MINS TO DRILL FROM 15'-20'
		16	18			BH8-3 2" SS 94							GRINDING ON COBBLE FROM 17'-17.5'
		17	21										
		18											
		19											
		20	10				20.0'-21.5' SAME AS ABOVE, DENSE			33			
		21	14			BH8-4 2" SS 83							
		22	14										

**NELSON
ENGINEERING**

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

CLIENT: **CRYSTAL CREEK CAPITAL
REAL ESTATE ADVISORS, LLC
JACKSON, WYOMING**

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
		14				BH8-4 2" SS 83	20.0'-21.5' SAME AS ABOVE, DENSE			33			10 MINS TO DRILL FROM 20'-25'
		22											
		23											
		24											
		25				BH8-5 2" SS 83	25.0'-26.5' SAME AS ABOVE			40			HARD DRILLING WITH CONSTANT BIT GRINDING FROM 5' TO 30'
		19											
		17											
		20											11 MINS TO DRILL FROM 25'-30'
		26											
		27											
		28											
		29											
		30				BH8-6 2" SS 94	30'-31.5' MOIST, COMPOSITION AS ABOVE			40			
		16											
		19											
		31											
		21											
		32											
		33											7 MINS TO DRILL FROM 30'-35'
		34											
		35											HARD DRILLING WITH INTERMITTENT BIT GRINDING FROM 30' TO BOH
		36											
		37											
		38											9 MINS TO DRILL FROM 35'-40'
		39											
		40				BH8-7 2" SS 94	40.0'-41.5' SAME AS ABOVE, VERY DENSE			61			BORING CAVED TO 25'-8" AFTER HSA REMOVAL
		23											
		29											
		41											
		40											
		42					B.O.H. = 41.5' NO GROUNDWATER						
		43					MONITORING WELL CONSTRUCTION: LENGTH OF PIPE = 41.1' (1.5"Ø PVC, FLUSH MOUNTED) SLOTS EVERY 6" FROM 21.3' TO 41.3' PIPE STICKUP = -0.2'						
		44											

PROJECT NAME: LOTS 10-16, BLOCK 1, CACHE 1	DRILL HOLE No. BH-9	PAGE: 1 OF 2
DATE STARTED / FINISHED: 7/27/2021	DRILLER: IME	
LOGGED BY: ANDY PRUETT	DRILL TYPE: MOBILE B57 TRUCK-MOUNTED	
BOREHOLE LOCATION/ELEVATION: SEE BOREHOLE LOCATION MAP/6249.1'	HOLE DIAMETER: 7" O.D. HSA (HOLLOW STEM AUGER)	
	HAMMER TYPE: 140# AUTOMATIC	

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			RECOVERY %	This log is part of a report prepared by Nelson Engineering for this project and should be read with the report. This summary applies only at the location of the boring and at the time of the drilling. Subsurface conditions may differ at other locations and may change at this location with passage of time. The data presented is a simplification of actual conditions encountered.	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
							MATERIAL DESCRIPTION						
		1					IMPORTED SILT TOPSOIL G.S.						LANDSCAPING AREA BETWEEN PARKING LOT AND BUILDING
		2					FROM 1'-5', C.I. DK BROWN SILTY GRAVEL WITH SAND						
		3											
		4											
		5					5.0'-6.2' DRY, LT BROWN/GRAY, GRAVEL WITH SILT AND SAND, ROUND TO ANGULAR AND FRACTURED GRAVELS, F.I.L.G.C, POORLY-GRADED, VERY DENSE			>50			HARD DRILLING WITH CONSTANT BIT GRINDING FROM 1'-25'
		6											
		7											
		8											14 MINS TO DRILL FROM 5'-10'
		9											
		10					10.0'-11.5' SAME AS ABOVE			90			15 MINS TO DRILL FROM 10'-15'
		11											
		12											
		13											GRINDING ON COBBLES/BOULDER FROM 13.5'-15'
		14											
		15					15.0'-16.5' SAME AS ABOVE, WITH CLAY, NO SILT			70			9 MINS TO DRILL FROM 15'-20'
		16											
		17											
		18											
		19											
		20					20.0'-21.5' SAME AS ABOVE			58			
		21											

**NELSON
ENGINEERING**

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

CLIENT: **CRYSTAL CREEK CAPITAL
REAL ESTATE ADVISORS, LLC
JACKSON, WYOMING**

Town of Jackson
Project Plan Review History
PLANNING

Project Number	P22-071	Applied	3/30/2022	AL
Project Name	Dev. Plan - 50 S Cache, 45 & 75 E Pearl	Approved		
Type	DEVPLAN	Closed		
Subtype		Expired		
Status	STAFF REVIEW	Status		

Applicant	Owner CCC'S RANCH INN, LLC
------------------	-----------------------------------

Site Address	City	State	Zip
50 S CACHE STREET	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
CACHE CREEK	22411634205006	

Type of Review	Status	Dates			Remarks
Contact		Sent	Due	Received	
Notes					

Building	APPROVED W/CONDITI	3/30/2022	4/20/2022	4/7/2022	
----------	--------------------	-----------	-----------	----------	--

Kelly Sluder

(4/7/2022 8:18 AM KS)

Structures must meet the most current adopted codes at the time of permitting.

Fire	APPROVED W/CONDITI	3/30/2022	4/20/2022	3/30/2022	
------	--------------------	-----------	-----------	-----------	--

Kathy Clay

(3/30/2022 11:03 AM CLAY)

Project will be built to most current edition of the IFC and be fire sprinklered per NFPA 13. No further comments at this time.

Joint Housing Dept		3/30/2022	4/20/2022	
--------------------	--	-----------	-----------	--

Stacy Stoker

Legal		3/30/2022	4/20/2022	
-------	--	-----------	-----------	--

Lea Colasuonno

Parks and Rec		3/30/2022	4/20/2022	
---------------	--	-----------	-----------	--

Steve Ashworth

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact Notes (4/14/2022 2:04 PM AL) Comments from Parks and Rec on P22-071: - The canopy over entrances on Cache are not continuous, sectioned with 3- feet between. We currently do not plow that section of sidewalk due to the current canopy that extends from Cache/Pearl to Cache/Broadway. Owner to be responsible for snow removal on Cache sidewalk. - The tree grates specs show the dimensions to be only 2' x 2'. We recommend 4' grates for streetscapes as on Broadway/Redmond/N Cache/Millward/etc.. The other grates on Pearl (Post office block) are 5' square. Request new grate specs to review. - There are landscape drawings that show proximate location of 9 street trees but no reference to tree type or planting specs in the streetscape. Detail H. Paver Grates (See Attached) references L10 Series for planting soil and tree planting requirements, but this document is not part on the submission. Request these specs for review. Thanks, Rachel					
Rachel Rudd/Park Planner Teton County/Jackson Parks & Recreation 155 E Gill Ave PO Box 811 Jackson, WY 83001					
Pathways	APPROVED	3/30/2022	4/20/2022	4/13/2022	See comments
Brian Schilling (4/13/2022 2:03 PM AL) P22-071 – 50 S. Cache and 45 E. Pearl – Development Plan Comments from Teton County/TOJ Pathways Department Status: approved - Streetscapes - It appears that the applicant has addressed all the conditions raised at Sketch Plan, including: - Extend the sidewalk along Cache across the alley to meet up with the sidewalk on the north side of the alley. Shown in Civil Drawings Sheet C2.0. - The driveway crossing on Pearl shall be constructed as a continuous sidewalk, with no change in elevation from the sidewalks on either approaching leg. Shown in Civil Drawings Sheet C2.0, C4.1, and C4.4. Note: if this condition has not been met, the sidewalk elevation will need to be adjusted so that it matches the sidewalk elevation on either side of the driveway and does not dip down. - Curb extension at the Cache/Pearl intersection corner to provide improved safety for pedestrians and increase space for parking. Shown in Civil Drawings Sheet C2.0. - Provide adequate sight distance at the driveway entrance on Pearl. Shown in Civil Drawings Sheet C2.0. - Bicycle Parking - Applicant has provided short-term and long-term bicycle parking as conditioned at Sketch Plan.					
Planning	APPROVED W/CONDITI	3/30/2022	4/20/2022	5/16/2022	
Tyler Valentine (5/16/2022 2:25 PM TV) Please see staff report.					
Police		3/30/2022	4/20/2022		
Michelle Weber					
Public Works	APPROVED W/CONDITI	3/30/2022	4/20/2022	5/20/2022	See Notes
Scott Mohror					

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
(5/20/2022 5:19 PM BTL)					
Development Plan Comments - Approved with Conditions					
P22-071 Development Plan Comments					
ADDRESS: 50 S Cache Street/45 E Pearl Avenue/75 E Pearl Avenue					
OWNER: CCC's Ranch Inn, LLC					
APPLICANT: North Works Architects					
5/19/2022					
Scott Mohror, Brian Lenz (307) 733-3079					
DATE OF SUBMITTAL: 3/30/2022					
DATE OF MATERIALS: 3/29/2022					
REVISION NO.: 00					

The Engineering Division has reviewed your application for a DEVELOPMENT PLAN submitted on and with application materials as dated above.

*The following comments are being provided for use in preparation of future applications and are required for sufficiency.

PROJECT SPECIFIC COMMENTS

1. All canopies over the sidewalk shall be contiguous per the land development regulations.
2. All roof runoff, snow and ice melt/shedding shall be contained on site or connected to the storm drain system. Particularly, the eastern roof that slopes to the right of way needs to be addressed to prevent impacts to the right-of-way from falling snow and ice.
3. Provide adequate drainage from the canopy/canopies to prevent drainage over or across the sidewalk.
4. Consistent accessible slopes shall be carried across or parallel to the back of curb through all sidewalks/buffers for at least the minimum frontage widths. Elevation changes to connect building elevations with the sidewalk shall be accommodated from minimum frontage width to the building. Provide profiles of the front of curb (existing grade and proposed grade), Top Back of Curb, Front of Sidewalk, and Back of sidewalk.
5. Access drive off of Pearl shall be a typical drive access without curb returns.
6. Given impacts to the alley from construction and utility abandonment:
 - a. Staff sees a possibility of mutual benefit for the Town and developer if a development agreement for consideration of the feasibility, cost, design, and construction to replace the sewer main from Cache Street to the eastern most manhole in the alley by the Town as part of the development shall be provided. The Town shall be responsible for all costs of feasibility and design and construction costs beyond the limits of the proposed development. Costs within the area of the development will be shared by the Town and the Developer. If it is determined by the Town and/or the Applicant that this work is not feasible, or it is detrimental to the project schedule and/or costs, then this condition shall be voided.
7. The proposed storm line in Pearl Ave. shall be paid for by the developer and after acceptance by the Town be an asset of the Town.
8. Show all encroachments into the Town's rights-of-way or easements. Encroachment agreements are required for encroachments of buildings, retaining walls, foundations, canopies, balconies, roofs, shoring, signs, etc.
9. A demolition permit is required for each existing structure to be removed from the site.
10. Water and sewer services to be abandoned for the project shall be abandoned at the main during the demolition phase of the project.
11. Demolition plan notes for construction dates do not correspond with scheduled construction dates in CM Plan. Revise dates accordingly.
- 12.
13. Provide a grading plan that shows existing and proposed site contours with elevation labels, spot elevations, high and low points, grade breaks. Provide easements for any grading proposed on adjacent properties.
14. Size of disturbance area is greater than 1-acre. Site disturbance of more than 1 acre and less than 5 acres requires a WYDEQ Small Construction General Permit including a Storm Water Pollution Prevention Plan (SWPPP).
15. Provide locations and dimension of parking spaces, ADA accessible spaces, including van accessible spaces, and bicycle parking.
16. Designate and sign ADA spaces that will be Van accessible.
17. For uses that require deliveries, show the proposed loading facilities.
18. Engineering recommends adding a corner streetlight at Cache and Pearl in bulb out. The streetlight should be located so that it can also be used as a stop sign. If the developer agrees to install the streetlight, the Town would assume ownership and maintenance after installation by the developer.

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
19.	Sand/oil separator calculations for sizing needs to be submitted. Proposed structure in compliance with IPC sizing requirements for parking area.				
20.	Irrigation plan is unclear with Point of Connections (POC's) shown in relationship to the fire line and domestic water enters the building on Civil Sheet C3.0. Provide a water entry detail including location and size of meters and backflow for domestic, fire, irrigation, etc. Backflow shall be reduced pressure assemblies with drains.				
21.	Provide a plan for permanent reference monuments, property corners, etc.				
22.	Permits are required prior to construction of development improvements.				
23.	The Town Council may require installation and construction of utilities, pavement and other land improvements in excess of subdivision design needs.				
24.	Provide a grading plan that generally complies with the Community Streets plan and Bicycle improvements plan. Include property lines, dimensions, radii, elevations, slopes, grade changes, etc.				
25.	For all pedestrian areas provide a plan that includes dimensions, radii, elevations, slopes (running and cross slopes, not oblique slopes), ramp slopes, grade breaks, stair dimensions, handrails, guards, etc. showing compliance with ADA, IBC, and Town standards.				
26.	Hydronics are not permitted in the Public ROW. SHEET 57 of 160, Detail A, Pedestrian Concrete details snowmelt system w/tubing.				
27.	Plans show old boardwalk detail, B. Pedestrian Boardwalk, use rustic boardwalk detail.				
28.	Detectable warning panels are not provided by ToJ for private developments. Strike through note that states provided by ToJ on Detail ST-112/C4.3. Use brick red color supplied by Metadome, LLC.				
29.	Provide a plan for all other utilities, such as telephone, cable TV, electric, fiber, gas. All utilities shall be installed underground.				
30.	Provide any easements required for public access and utilities.				
31.	All bike racks installed within the public right-of-way shall be Town standard U-bike racks, or as approved by the Pathways Department. Provide adequate anchoring.				
32.	All benches and litter facilities shall be Town of Jackson Standard amenities. Provide adequate anchoring.				
33.	Trees in grates shall be installed in Town Standard tree wells. Spacing for trees shall be to standard spacing 30-40 feet on center. Trees shall not interfere with regulation signage.				
34.	Provide Town of Jackson standard paver details and specifications.				
35.	Provide a striping and signage plan for the right-of-way.				
36.	If the garage parking is limited to the residents parking only, provisions must be made for business access to the alley for deliveries, trash, employee access, etc. Pearl Avenue shall not be used for deliveries.				
CM Plan					
37.	Revise construction-staging narrative as necessary for review and approval with the Building Permit application.				
38.	Construction fencing at the corner of Pearl and Cache needs to be oriented to minimize sight triangle. Access to the fire hydrants need to be provided for or approved by the fire marshall.				
39.	Requires WYDEQ Small Construction permit along with a SWPPP.				
40.	Revise proposed truck route during the demolition phase. ToJ would prefer loaded trucks to travel on Pearl Avenue rather than the route shown on Sheet C1.1.				
41.	Crane size and radius reach needs to be shown. Appropriate crane agreements shall be arranged with the Town Attorney.				
42.	Provide detail on covered walkway with dimensions.				
43.	Provide shoring for the grading permit application as required.				
44.	Address temporary construction operations for complying with vibration requirements in Section 6.4.4 of the Town's LDR's.				
45.	Coordinate Construction Schedule with demo plans on Civil sheets.				
46.	Include Town Hall Parking Lot as a "not allowed" under the Construction Parking paragraph.				
START		3/30/2022	4/20/2022		
Darren Brugmann					

STAFF REPORT



Meeting Date:	Tuesday July 5, 2022	Meeting Title:	Regular Meeting
Submitting Department:	Finance	Presenter:	Kelly Thompson
Agenda Item:	Fee Schedule Resolution 22-15	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council sets fees for the organization either through ordinances or through the proposed annual resolution.

Requested Action.

The requested action is for Council to adopt the proposed fee schedule.

Recommendations.

Staff recommends the Town Council consider and discuss the proposed fees, make any changes, and adopt the fee schedule resolution.

Background.

The Town adopted a fee schedule by resolution on March 17, 2021. Per Municipal Code 1.01.120: "Fee schedules are allowed to be changed by resolution subject to public hearing.....such resolution shall be subject to a public hearing at a regular or special meeting of the Town Council prior to the date at which the resolution is considered for passage by the Town Council."

Analysis.

Council held a public hearing at the June 21, 2022 Town Council meeting. Council approved the following fee schedule edits:

- Adds a Satellite Manufacturer's Permit fee for \$100 per W.S. 12-2-203(g)(i). This allows the permittee the ability to sell their product at 2 satellite locations separate from their manufacturing site. Estimated revenues are \$1,000 from satellite manufacturer permit fees.
- Resolution #21-10 "A RESOLUTION ESTABLISHING A GROUND TRANSPORTATION FARE MAP" was approved by Council on April 19, 2021. This fee schedule updates taxi fare language.

Alternatives (Optional).

Consider adjusting all fees or a portion of fees for the CPI since March 17, 2021.

Direct staff to propose new fees to be added to the fee schedule resolution for consideration at a future meeting.

Comprehensive Plan & Priority Alignment.

- Section 8. Quality Community Service Provision: Timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.

In order to continue to provide and maintain quality community services, fee schedules need attention on an annual basis in order to offset the cost of providing some of those services. There are certainly services provided by the Town that do not have offsetting fees.

Fiscal Impact.

The fiscal impact of the Council adopting the fees as proposed is approximately \$1,000 and includes the potential income from satellite manufacturing permits. There will also be an increase the cost to advertise the minutes from the July 5, 2022 meeting where the resolution is included in its entirety in the minutes. Should the fee schedule resolution be adopted on July 5, 2022, the new satellite manufacturing permit fee will take effect on July 6, 2022.

Staff Impact.

The staff impact of updated fees is negligible this year as there are no increases in fees from the 2021 rates other than the addition of the satellite manufacturing permit fee. There will also be minimal staff impact related to printing, signature, and inclusion in the permanent record books of the Town of Jackson and online.

Attachments or Links.

Resolution #22-15

Appendix A: Fee Schedule

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

I move to approve Resolution 22-15, setting forth the fee schedule for the Town of Jackson.

RESOLUTION 22-15

A RESOLUTION SETTING FEES, COSTS, AND CHARGES (A FEE SCHEDULE)

EFFECTIVE JULY 6, 2022

WHEREAS, the Town Council acknowledges there are fees and costs identified in the Town of Jackson Municipal Code; and

WHEREAS, the Town Council acknowledges that in order to continue to maintain quality community services, fee amounts need to be reviewed on an ongoing basis and adjusted from time to time to offset the cost of providing those services; and

WHEREAS, the Town Council plans to expand community engagement during the annual budget process to include fee updates; and

WHEREAS, on March 15, 2021, the Town Council approved Ordinance 1280 which amended and reenacted sections of the Jackson Municipal Code allowing fees that may be set by resolution, to be set by resolution, and removes those fees from the Jackson Municipal Code; and

WHEREAS, The Town Council, by adoption of this resolution establishes the **Town of Jackson Fee Schedule**, attached hereto as **Appendix A**; and

WHEREAS, this Fee Schedule is not applicable to governmental entities doing business with the Town of Jackson, nor is it applicable for interdepartmental transactions; and

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, having duly met on July 5, 2022, at a Regular Town Council Meeting, which was properly noticed and open to the public, and having fully considered the matter at hand, that the fee schedule is hereby amended as follows:

The Jackson Town Council adopts this Resolution #22-15, establishing a Town of Jackson Fee Schedule, attached hereto as Appendix A.

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

RESOLUTION 22-15, APPENDIX A
FEE SCHEDULE, EFFECTIVE 7/6/2022

This Schedule excludes Water, Sewer, and Capacity Fees found in Title 13

Business License		\$ Current Fee
5.16.010	Sales Tax Collecting	
	less than 10 employees	118.00
	11-49 employees	237.00
	50-99 employees	355.00
	100 employees, or more	592.00
5.16.020	Non-Sales Tax Collecting	
	less than 10 employees	154.00
	11-49 employees	343.00
	50-99 employees	462.00
	100 employees, or more	770.00
5.16.025	Independent Contractors and Agents	118.00
5.16.027	Commercial	120.00
5.16.027	Residential Rentals	120.00
5.06.130	Solicitation - Commercial	120.00
5.06.150	Solicitation - Highway or Street	120.00
5.60.040 C	Short Term Rental	107.00
5.20.010	Installation Permit	30.00
5.32.040	Pawnbroker	31.00
5.20.020	Exposition Licenses	
	< 5 vendors; for-profit expositions	123.00
	> 5 vendors; for-profit expositions	247.00
	< 5 vendors; non-profit expositions	62.00
	> 5 vendors; non-profit expositions	123.00
5.21.060	Transient Merchant	
	per day fee	238.00
	per day fee if a business license holder	44.00
	per day if a non-profit	-
5.12.080 A	Application Fee, Non-Refundable Portion	
	processing fee for denied license	44.00
5.12.080 B	Renewal Late Fee	
	\$25 per month on January 30th not to exceed \$100	30.00
5.12.130	Change of Location Fee	
	notice given on new application	44.00
Ground Transportation		\$ Current Fee
5.50.040 B	Transportation License	
	< 10 employees	118.00
	> 10 employee	237.00
5.50.050 B	Vehicle License Permit	
	>30 mpg	45.00
	< 30 mpg	68.00
5.50.060 B	Operator License Permit	
	new	113.00
	renewal	57.00

5.50.085	Taxi Fares
	see Resolution #21-10 "A RESOLUTION ESTABLISHING A GROUND TRANSPORTATION FARE MAP"
	https://www.jacksonwy.gov/575/Taxi-Fee-Information

Gaming License		\$ Current Fee
5.48.050	Bingo and pull-tab	310.00
5.48.210	Change of location	12.00

Miscellaneous		\$ Current Fee
----------------------	--	-----------------------

Public Records		
	Copy	
	electronic document, <i>per document</i>	10.00
	black and white paper	0.25 /page
	color paper	0.50 /page
	Plotted Map	
	size 11x17, each	14.00
	size 24x36, each	36.00
	size 36x54, each	50.00
	Photograph	14.00
	Police Report	14.00
	LDRs and Comprehensive Plan	58.00
	Research / Compilation Services	15.50
	External electronic media (disk, usb drive, etc)	14.00
	Postage / shipping	actual cost
	Other special circumstances	actual cost
Vehicle Inspection		10.00

Jackson Hole Airport		\$ Current Fee
-----------------------------	--	-----------------------

2.36.120	Passenger Boarding Fee	
	Per passenger enplaning commerical aircraft, not to exceed	6.00

Liquor License		\$ Current Fee
-----------------------	--	-----------------------

6.20.006 C	Annual Liquor License	
	Bar and Grill	1,514.00
	Limited Retail (Club)	505.00
	Microbrewery	500.00
	Resort	3,000.00
	Restaurant	1,514.00
	Retail	1,500.00
	Satellite Manufacturer	100.00
	Satellite Winery	100.00
	Winery	500.00
6.20.006 D	Temporary, 24-Hour Permits	
	Catering	20.00
	Malt Beverage	50.00
	Manufacturer's Off-Premises	50.00

Animal Shelter Impounding, Board, Adoption		\$ Current Fee
---	--	-----------------------

7.02.040 B	Capture of Animals, Impoundment	
	First	31.00
	Same animal, second within one year	43.00
	Same animal, third within one year	61.00
	Same animal fourth and more within one year	122.00

	Impoundment, Boarding	
	First 24-hours included in impoundment fee	-
	per animal for each 24-hours	18.00
7.02.050	Adoption	
Res 09-04	Dog, impounded for 7+ days	110.00
Res 09-04	Cat, impounded for 7+ days	95.00

Animal Control, Dog and Cat License		\$ Current Fee
7.12.020	Dog, annual fee	60.00
	Cat, annual fee	60.00
	Owner Surrender	35.00
	Rabies voucher	25.00
	Teton County License	25.00
	Altered	10.00
	Unaltered	25.00

Health and Safety, Alarms		\$ Current Fee
8.32.090	Police response to a false alarm	195.00

Waste Reduction Fee (Plastic Bag)		\$ Current Fee
8.36.020 J	Consumer Waste Reduction Fee, paper or plastic bag	0.20
8.36.050 A	Store retains	0.10
8.36.050 B	Remit to Town of Jackson	0.10
8.36.070 D	Late remittance to Town of Jackson	10.00
8.36.070	Audit and Violations	
8.36.070 C	First conviction	52.00
8.36.070 C	Second conviction	103.00
8.36.070 C	Third Conviction goes to Municipal Court	-

Encroachment Permit		\$ Current Fee
12.08.060	Encroachment Activity:	
	Utility Excavation in public street	337.00
	Utility Excavation in public alley	169.00
	Utility Excavation in public easement	169.00
	Driveway cuts/curb cuts installation/replacement	169.00
	Curb and gutter installation	169.00
	Sidewalk installation	169.00
	Construction-related, occupy street travel lane	337.00
	Construction-related, occupy public alley	169.00
	Construction-related, occupy time-restricted parking space - per space	84.00
	House moving, per Town staff assistance	42.00
	Other, as deemed appropriate by Public Works Director	

Special Event Permit		\$ Current Fee
12.28.050 F	Applicants:	
	Non-Profit	27.00
	For-Profit, including commerical film/photo	165.00
	Expressive Activity	-

Planning Permit		\$ Current Fee
Fee Waiver		
The Town Council may reduce, defer, or waive application fees upon request if the proposed project advances significant community goals, which include but are not limited to, the following:		
1. A project that is sponsored by a governmental entity, or a project that received		
2. A project that provides extraordinary charitable, civic, educational, or similar		
Such requests shall be submitted, for action by the Town Council, to the Planning Director within 30 days of receipt and prior to the submittal of an application. All requests shall be made prior to initiating a project as set forth in LDR Division 5100.		
Fees are non-refundable once processing has commenced unless staff has determined that the permit is unnecessary.		
General Pre-Application Conference (per Pre-App meeting)		
Sketch Plan, Special Use, Planned Unit Development		721.00
Conditional Use, Development Plan, Map Amendment		361.00
Development Option Plan		361.00
Grading & Erosion Control		180.00
Optional/Elective Conference with:		
Staff		180.00
Planning Commission or Town Council		original fee
Design Review Committee		240.00
Physical Development		
Sketch Plan, Development Plan		3,005.00
Sign Permit		
Per Sign		90.00
Master Signage Plan		361.00
Basic Use Permit		601.00
Conditional Use Permit		
Use Permit only		3,005.00
Concurrent with application requiring public hearing		601.00
Special Use Permit		3,005.00
Development Option or Subdivision		
Development Option Plan		601.00
Subdivision Plat, <i>plus technical review fee</i>		1,202.00
Exempt Land Division		no charge
Boundary Adjustment		
Plat Required, <i>plus technical review fee</i>		1,202.00
Without Plat, <i>plus technical review fee</i>		541.00
Interpretations		
Formal Interpretation		601.00
Zoning Compliance Verification		601.00
Amendments		
LDR Text		1,803.00
Zoning Map		1,803.00
Planned Unit Development		1,803.00
Relief		
Administrative Adjustment		601.00
Variance		601.00
Appeal of Administrative Decision		601.00
Beneficial Use Determination		1,202.00

Enforcement	
After-the-Fact Permit	initial fee x 2
Amendments of Permits or Approvals	
Re-Submittal while in review process	half initial fee
To approved plans and permits, <i>fee for permit review required by net change in density/intensity</i>	calculation
To condition requiring Council approval	601.00
Miscellaneous	
Administrative decision elevated to public hearing	601.00
Planner of Day, miscellaneous services, research, <i>per hour</i>	60.00

Building Permit (IBC)		\$ Current Fee
15.04.020 7	Deposit on Building Permit	
	Non-refundable, applied to full BP fee	500.00
15.04.090	New Buildings and Additions	
	Single Family Residence	1.50/sf
	Commercial, Office, Multi-family and similar	1.00/sf
	Warehouse, storage and similar	1.00/sf
15.04.090	Remodels and Alterations	
<u>Total Valuation</u>	<u>Fee Calculation</u>	
\$1 to 17,000	\$256.00	
\$17,001 to 40,000	\$256 for the first \$17,000 plus \$11 for each additional \$1000 or fraction thereof, to and including \$40,000	
\$40,001 to 100,000	\$487 for the first \$40,000 plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000	
\$100,001 to 500,000	\$1,027 for the first \$100,000 plus \$7.00 for each additional \$1,000 or fraction thereof, to and including \$500,000	
\$500,001 to \$1million	\$3,827 for the first \$50,000 plus \$5 for each additional \$1,000 or fraction thereof, to and including \$100,000	
\$1,000,001 to \$5million	\$6,327 for the first \$100,000 plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000	
\$5million +	\$18,327 for the first \$500,000 plus \$1 for each additional \$1,000 or fraction thereof	
15.04.090	Other Inspections	
	Plan review assessed @ 65% of building permit fee outside normal business hours	100.00/hr
	Re-inspection under Section 305(g)	75.00/hr
	No fee specifically indicated	75.00/hr
	Review of revisions made to Approved Plan	100.00/hr

Mechanical Permit (IMC)		\$ Proposed Fee
15.12.030	Mechanical / Fuel Gas Permit	
	For the issuance of each permit	50.00
	For issuing each supplemental permit	20.00
	Install or relocate gravity/forced air furnace to 100,000 btu/h	25.00
	Install or relocate gravity/forced air furnace over 100,000 btu/h	30.00
	Install or relocate each floor furnace, including vent	22.00
	Install or relocate suspended, recessed or floor mounted heater	22.00
	Install, relocate or replace appliance vent	15.00
	Repair or alter any heating, cooling, absorption or evaporative system	20.00
	Install or relocate boiler or compressor to 3 hp	22.00
	Install or relocate absorption system to 100,000 btu/h	22.00
	Install or relocate boiler or compressor 3-15 hp	40.00
	Install or relocate absorption system 100,000-500,000 btu/h	40.00
	Install or relocate boiler or compressor 15-30 hp	55.00
	Install or relocate absorption system 500,000-1,000,000 btu/h	55.00
	Install or relocate boiler or compressor 30-50 hp	85.00
	Install or relocate absorption system 1,000,000-1,750,000 btu/h	85.00

Install or relocate boiler or compressor over 50 hp	150.00
Install or relocate absorption system over 1,750,000 btu/h	150.00
Each air-handling unit up to 10,000 cfm and attached ducts	20.00
Each air-handling unit over 10,000 cfm	30.00
Each evaporative cooler other than portable type	20.00
Each ventilation fan attached to a single duct	15.00
Each ventilation system not part of heating or air conditioning system	20.00
Installation of hood system serving any mechanical exhaust, including ducts	20.00
Install or relocate domestic type incinerator	30.00
Install or relocate commercial or industrial incinerator	115.00
Install, relocate or alter any unclassified equipment	20.00
Install Hydronic Heating- up to 1000 sq. ft	22.00
Install Hydronic Heating- 1001 sq. ft. - 2500 sq. ft	35.00
Install Hydronic Heating- 2501 sq. ft. - 5000 sq. ft	50.00
Install Hydronic Heating- 5001 sq. ft. and over	75.00
Gas-piping Systems to 5 outlets	15.00
For each additional Gas-piping System outlet, per outlet	5.00

15.12.030

Inspections	
Inspections outside normal business hours	100/hr min
Re-inspection fee	75/hr min
For which no fee is specifically indicated	75/hr min
Additional plan review required by changes, additions, or revisions to approved plans (minimum charge 1 hour)	100/hr min

Electrical Code

\$ Current Fee

15.20.010 3

Valuation of Electrical Work	
1.00 to 500	36.00
500.01 to 600	41.00
600.01 to 700	46.00
700.01 to 800	50.00
800.01 to 900	55.00
900.01 to 1,000	60.00
1,000.01 to 1,100	64.00
1,100.01 to 1,200	69.00
1,200.01 to 1,300	74.00
1,300.01 to 1,400	79.00
1,400.01 to 1,500	83.00
1,500.01 to 1,600	88.00
1,600.01 to 1,700	93.00
1,700.01 to 1,800	97.00
1,800.01 to 1,900	102.00
1,900.01 to 2,000	107.00
2,000.01 to 3,000	121.00
3,000.01 to 4,000	140.00
4,000.01 to 5,000	158.00
5,000.01 to 6,000	177.00
6,000.01 to 7,000	196.00
7,000.01 to 8,000	215.00
8,000.01 to 9,000	234.00
9,000.01 to 10,000	253.00
10,000.01 to 11,000	271.00
11,000.01 to 12,000	290.00
12,000.01 to 13,000	309.00
13,000.01 to 14,000	328.00
14,000.00 to 15,000	347.00
15,000.01 to 16,000	366.00
16,000.01 to 17,000	403.00
17,000.01 to 18,000	422.00
18,000.01 to 19,000	441.00
19,000.01 to 20,000	460.00
20,000.01 to 21,000	479.00
21,000.01 to 22,000	497.00

22,000.01 to 23,000	516.00
23,000.01 to 24,000	535.00
24,000.01 to 25,000	555.00
25,000.01 to 50,000 = \$416.96 for the first \$25,000.00, plus \$10.62 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	555.00 plus \$11.00
50,000.01 to 100,000 = \$682.33 for the first \$50,000.00, plus \$7.10 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	908.00 plus \$10.00
100,000.01 and Up = \$1,037.08 for the \$100,000.00 plus \$5.89 for each additional \$1,000.00 or fraction thereof	1,379.00 plus \$8.00
Connect all temporary services	33.00

Plumbing Permits

\$ Current Fee

15.24.030	Plumbing and Fuel Gas Permits	
	For issuing each permit	50.00
	For each plumbing fixture on one trap or set of fixtures on one trap (including water, drainage piping and backflow protection)	15.00
	For each building sewer and trailer park sewer	25.00
	Rainwater systems – per drain (inside building)	15.00
	For each water heater and/or vent	15.00
	For each gas-piping system of one to five outlets	15.00
	For each additional gas-piping system outlet, per outlet	5.00
	For each industrial waste pretreatment interceptor including its trap and vent, excepting kitchen type grease interceptors functioning as fixture traps	15.00
	For each installation, alteration or repair of water piping and/or water treating equipment, each fixture	15.00
	For each repair or alteration of drainage or vent piping, each fixture	15.00
	For each lawn sprinkler system on any one meter including backflow protection devices	15.00
	For atmospheric-type vacuum breakers not included in Item #10:	
	1 to 5 each	15.00
	over 5 each	5.00
	For each backflow protective device, other than atmospheric-type vacuum breakers:	
	2 inch diameter and smaller	15.00
	over 2 inches in diameter	25.00
	Install Hydronic Heating- up to 1000 sq. ft	22.00
	Install Hydronic Heating- 1001 sq. ft. - 2500 sq. ft	35.00
	Install Hydronic Heating- 2501 sq. ft. - 5000 sq. ft	50.00
	Install Hydronic Heating- 5001 sq. ft. and over	75.00
	For each Fire Sprinkler System	15.00
	Inspections	
	Inspections outside normal business hours	100/hr min
	Re-inspection fee	75/hr min
	Inspections for which no fee is specifically indicated	75/hr min
	Additional plan review required by changes, additions, or revisions to approved plans (minimum charge 1 hour)	100/hr min

Contractor Licensing

\$ Current Fee

15.36.040 i	Classification:	
	General Contractor (Class A)	400.00
	Building Contractor (Class B)	400.00
	Building Contractor Restricted (Class Br)	400.00
	Residential Contractor (Class C)	400.00
	Electrical Contractor	400.00
	Low Voltage Electrical Contractor	400.00
	Plumbing Contractor	400.00

15.36.050 G	HVAC Contractor	400.00
	Woodstove/Gas Stove Installer	400.00
	Gas Service Contractor	400.00
	Lawn Sprinkler Installer	400.00
	Water Conditioning Installer	400.00
	Refrigerator Contractor	400.00
	Fire Sprinkler Contractor	400.00
	Certificates of Qualification	
	Initial Certificate	150.00
	Renewal of Certificate	75.00

Cemetery		\$ Current Fee
Res 05-28	Fees:	
	Internment - Open/Close Full	463.00
	Internment - Open/Close Cremation	66.00
	Weekend / Holiday Charge	132.00
	Deed Filing Fee	26.00
	Winter Charge (Dec 1 - April 30)	132.00
	Plot Purchase - Full	397.00
	Plot Purchase - Cremation/Infant	132.00
	Disinterment - Open/Close Full	596.00
	Disinterment - Open/Close Cremation	132.00

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: July 5, 2022

RE: Town Manager's Report

307 Horse Racing

The Board of County Commissioners continued the 307 Horse Racing application, as it was clear there was a 2-2 vote. The item will be revisited once Commissioner Macker returns from maternity leave.

Authorization for Additional Police Officer Position to Facilitate Scholarship Acceptance

The Jackson Police Department and the Teton County Sheriff's Office have been the recipient of a unique opportunity, designed to encourage positive engagement and inclusiveness between Jackson's Latinx community and local law enforcement agencies. This program offers tuition and living expenses in exchange for a minimum of three years of employment with either the Teton County Sheriff's Office or the Town of Jackson Police Department. The award is contingent upon successful completion of a background check and an employment agreement with either of these agencies. This program is also open to previous Teton County graduates who are currently enrolled in either a two or four-year college.

In order to make this opportunity available to a member of the Latinx community wanting to serve in the Town of Jackson Police Department, the Town Council must authorize the additional FTE in the FY23 budget and carry that FTE forward until the position is filled and the employee completes their 3 year requirement. The Town Council would essentially be adding an FTE to the budget knowing it won't be filled and those funds won't be expended until the scholarship recipient completes school, passes all of the background and interview processes, and begins employment. The scholarship recipient for 2022 would like to become a member of the Jackson Police Department.

The ultimate goal is for the scholarship recipient to transfer to a long term vacancy in the Police Department, when one comes available, and the Town would again have the 3 year limited term position open for a new member of the Latinx community to take advantage of the scholarship and become a member of the Jackson Police Department.

With the approval of the Town Manager's report, staff will craft the conditional job offer for this scholarship recipient to state that the position has been approved and funded in the budget and will be held open for them upon completion of college. Staff will also present the funding for this additional Police Officer position with the first budget amendment for FY23.

Master Leased Housing Unit for Transit Director

As noted in the Town Manager's report for the June 21 Town Council meeting, the Town is seeking to master lease an additional 3 BR home. With the S4 Housing Project (910 Smith Lane and 915 Simon Lane) moving forward, we have essentially lost the 3BR home for a Transit Director. The Town owned housing unit that will be demolished in order to move forward with this project, currently houses a Police Officer and their family. The officer's lease has another 2 years on it but we were able to secure consent to relocate them to our master leased home in Cottonwood Park. The Cottonwood Park home is the one we were reserving for a new Transit Director and it currently houses our Interim Transit Director, Bruce Abel. In advertising for the Transit Director position, we included Town provided housing in a 3BR unit at no cost for a 3 month period and then continued ability to rent the unit moving forward. We are now in the position where we need to secure this additional unit in order to complete the recruitment. With the approval of the Town Manager's report, staff will secure and execute a master lease on a unit in the price range of \$2200/mo - \$3500/mo for this purpose. Staff will also include this expense for FY23 with the first budget amendment. After the initial 3 months of rent free housing, the new Transit Director would begin paying rent to the Town of Jackson. The Town currently subsidizes rents for master leased units such that the employee only pays the HUD rent. The current HUD rent and utilities for a 3 BR home is \$2,084. The funding for the Transit Director subsidy would be paid either out of the START Fund.

Master Leased Housing for Teton Valley Commuter Operators and New Hires for FY23

With six new positions approved in the FY23 budget, anticipated resignations and retirements, additional Town employee rental or ownership projects several years out at a minimum, and coupled with the fact that the below list of 16.5 positions are still vacant (not including the need for 3 more variable hour Transit Operators for the summer schedule or those where resignations or retirements are forthcoming), it is clear that the Town is in need of additional rental housing in the valley as well as in Teton Valley for Commuter Operators that must begin their route from that community.

Vacancies and Expected Vacancies as of June 30, 2022				
FTE	Position	Department	Status	Housing
1	Police Systems Administrator	IT/Police	Interview Scheduled	1BR Unit Reserved
1	Police Social Worker	Police	Recruitment Currently in Progress	No Housing Identified
0.5	Administrative Assistant in IT	IT	Interview Scheduled	Hoping for Locally Housed Applicant
1	Transit Supervisor	Transit	No applicants - Currently Under Recruitment	No Housing Identified
1	Transit Supervisor	Transit	No applicants - Currently Under Recruitment	No Housing Identified
1	Transit Operator Full Time	Transit	No applicants - Currently Under Recruitment	No Housing Identified
1	SV Commuter Operator Full Time	Transit	No applicants - Currently Under Recruitment	Housing Being Secured in Alpine
1	TV Commuter Operator Full Time	Transit	No applicants - Currently Under Recruitment	No Housing Identified
1	TV Commuter Operator Full Time	Transit	No applicants - Currently Under Recruitment	No Housing Identified
	SV Commuter Operator Full Time	Transit	Resignation Forthcoming August, Not Yet Being Recruited	Housing Being Secured in Alpine
	SV Commuter Operator Full Time	Transit	Retirement Forthcoming November, Not Yet Being Recruited	Housing Being Secured in Alpine
1	Transit Director	Transit	Interview Scheduled	No Housing Identified
1	Transit Service Planning/Outreach	Transit	Recruitment Not Yet Begun FY23 Position	No Housing Identified
1	Street Operator	Public Works	No applicants - Currently Under Recruitment	Studio Apartment Reserved
1	Street Operator	Public Works	No applicants - Currently Under Recruitment	No Housing Identified
	Equipment Operator	Public Works	Retirement Forthcoming November, Not Yet Being Recruited	No Housing Identified
1	Facilities Manager	Public Works	Offer Made - Not Yet Accepted	No Housing Identified
1	Water Utility Operator	Public Works	Recruitment Not Yet Begun FY23 Position	No Housing Identified
1	Wastewater/Equipment Operator	Public Works	Recruitment Not Yet Begun FY23 Position	No Housing Identified
1	Community Service Officer - Shelter Oper	Police	Recruitment Not Yet Begun FY23 Position	No Housing Identified
	3 Summer Variable Hour Transit Operator	Transit	No applicants - Currently Under Recruitment	1 Partial Studio Reserved
16.5				

With the approval of the Town Manager's report, staff will work to secure additional appropriately sized and priced master leased units in the community for a portion of the 14.5 in-valley positions (some we have housing identified) and for the 2 Transit Commuter Operator positions in Teton Valley, Idaho. The subsidy expenses for each of the master leases will be covered in either the Employee Housing fund or the START fund, depending on where the position is housed. Each of the master leases will also have offsetting revenue from the HUD rents collected.

Staff continues to appreciate the Council's support for employee housing.

Financial Support Letter to Teton County Related to the Build Grant Projects and the Core Services Vehicle Maintenance Facility

Attached to the Town Manager's Report is a letter to Teton County requesting financial support. The information in the letter is detailed and self explanatory. With the Town Council's approval of the Town Manager's report, staff will execute this letter of request and provide it to Teton County. If the Council wishes to discuss this issue or provide other direction, they can pull it off of the Town Manager's report.

Dear Teton County Commissioners,

The purpose for this letter is for the Town of Jackson to request financial support from Teton County to fund the estimated inflation cost overages associated with construction of the Core Services Vehicle Maintenance Facility.

The Town of Jackson and Teton County are both currently working to implement strategic multimodal transportation projects for our community through the Build Grant projects and construction of the Core Services Vehicle Maintenance Facility. These two projects directly align with the goals, principles and implementation strategies identified in our Jackson/Teton Comprehensive Plan and Integrated Transportation Plan and will play a pivotal role in achieving our local and regional multimodal transportation goals illustrated therein. Specifically, these two projects are critical to address Comprehensive Plan, Common Value 1: Ecosystem Stewardship and Chapter 2: Climate Sustainability including the following principles:

- Principle 2.2 – Meet future transportation demand through the use of alternative modes; and
- Principle 2.3 – Create a safe, efficient, interconnected multimodal transportation network.

Additionally, these two projects directly relate to Comprehensive Plan, Common Value 3: Quality of Life and Chapter 7: Multimodal Transportation including the following principles:

- Principle 7.1 - Meet future transportation demand through the use of alternative modes and
- Principle 7.2 - Create a safe, efficient, interconnected, multi-modal transportation network.

Furthermore, the Jackson/Teton Integrated Transportation Plan (ITP) sets regional transportation goals, strategies, and projects to be implemented to achieve our transportation goals, of which these two projects are vital.

Regarding the first project, the Build Grant projects, Teton County and other regional partners were notified that they had been awarded \$20 million in Federal funding requiring a local match of a little over \$8 million. Teton County requested and the Town of Jackson approved funding for four of the thirteen Build Grant projects, including:

- 1) Stilson Transit Center and Buckley Way Traffic light signal projects,
- 2) Transit signal prioritization upgrades for all traffic lights,
- 3) Commuter Bus procurements, and
- 4) Electric Bus procurement.

The remaining 9 projects would be fully funded by Teton County and other grant partners. In fiscal year 2022, the Town of Jackson is estimated to expense \$320,000 for construction management and oversight services for the preliminary Build Grant informational submission

requirements, however, no funding for capital construction of any projects has been approved. In the original BUILD application, the Town was only asked to help fund construction costs for three of the four projects. The Stilson Transit Center and Buckley Way Traffic light signal project was excluded from any capital funding by the Town as it was to be fully funded by the Build Grant and the Jackson Hole Mountain Resort land transfer to Teton County ownership, estimated to be a local match of \$3,100,000.

Since the notice of award for the Build Grant in 2020, the project team has been preparing conceptual designs, right-of-way acquisition and project construction cost estimates for the Build Grant projects. The project team has identified two funding challenges for the projects that the Town is participating in, the first challenge is due to construction inflation for all 4 projects and the second challenge is due to insufficient cost estimates for the Stilson Transit Center and Buckley Way Traffic light signal project, which unfortunately were incorrect during the Build Grant submittal process in 2020.

The Town has learned that the Stilson Transit Center and Buckley Way Traffic light signal project is greater than the estimated Build Grant submission and Teton County is now requesting the Town contribute funding to help cover the projected capital cost overages although the Town originally had not committed for any capital funding for this project. During the Town Council's budget workshop on Monday, May 9th, the Council voted to *not* support this request from Teton County to fund \$2,050,000 for construction estimate overruns associated with the Stilson Transit Center and Buckley Way Traffic light signal project in fiscal year 2024.

The Town *did* agree to fund in its fiscal year 2023 budget for management and oversight services for all four projects in the amount of \$346,000 and the Town portion of capital costs associated with the remaining 3 projects:

- Transit signal prioritization upgrades for all traffic lights,
- Commuter Bus procurements, and
- Electric Bus procurement.

The total Town estimated capital costs for the three remaining projects is estimated at \$925,000.

Based upon these decisions the Town finds the first outstanding policy question for the Town and County to be as follows:

Policy Question #1: How should the Stilson Transit Center and Buckley Way Traffic light signal project estimated construction cost of \$2,050,000 be paid?

Regarding the second project, the Core Services Vehicle Maintenance Facility, is currently only funded by the Town. The 31,340 square foot facility is currently out for the establishment of a Guaranteed Maximum Price (GMP), it has been estimated that the project cost could be approximately \$5,500,000 over the original project budget. The Core Services Vehicle Maintenance Facility has two distinct project components:

- 1) Multimodal transit START bus maintenance area which comprises 50% of the building square footage, is estimated to be \$2,750,000 over the projected project cost estimate.

- 2) The remaining 50% of the facility's square footage will be for all other vehicles and heavy equipment that are part of general government municipal services Town and is estimated to be \$2,750,000 over the project cost estimate.

The Town finds the second outstanding policy question for the Town and County to be as follows:

Policy Question #2: How should the multimodal transit START bus maintenance area of the Core Services Vehicle Maintenance Facility cost overrun estimated to be \$2,750,000 be paid?

Regarding the two identified policy questions, the Town has identified two alternatives for County consideration:

Alternative #1 – Teton County pays all capital costs for Stilson Transit Center, and Buckley Way Traffic light signal project estimated at \$2,050,000 and the Town agrees to pay for their portion of the capital costs for the three remaining Build Grant projects, estimated at \$925,000. Under this alternative the Town would also agree to pay all cost overages associated with the Core Services Vehicle Maintenance Facility estimated at \$2,750,000.

Alternative #2 – The Town agrees to fund the Stilson Transit Center, and Buckley Way Traffic light signal project estimated at \$2,050,000 along with the three remaining Build Grant projects estimated at \$925,000, for a combined cost of \$2,975,000. Under this alternative Teton County would agree to fund the Core Services Vehicle Maintenance Facility project area devoted to START, in the amount of \$1,485,000. The Town calculated this amount by splitting out only the START portions of the facility (50% of the facility) cost overages estimated at \$2,750,000, then split this amount 54% to Teton County (\$1,485,000) and 46% to the Town (\$1,265,000).

The Town requests that Teton County consider and provide the Town a response regarding whether either of these two alternatives is acceptable to the County prior to the Town and County considering any formal acceptance of the requested BUILD Grant agreements. Should the County want to consider these alternatives at a future Joint Information Meeting, once the County has reviewed and discussed, that would seem appropriate. The Town appreciates your time and attention to this matter. If you have any further questions in the meantime, please do not hesitate to contact us.

Sincerely,

Larry Pardee
Town of Jackson, Town Manager